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

AGENDA
April 21, 2026

Council Chambers
401 E Chapman Ave.
Placentia, CA 92870

Phone: (714) 993-8117
Email: administration@placentia.org
www.placentia.org

Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Jennifer Lampman
City Administrator

Christian L. Bettenhausen
City Attorney

CHAD P. WANKE
Mayor
District 4

JEREMY B. YAMAGUCHI
Mayor Pro Tem
District 3

THOMAS HUMMER
Councilmember
District 1

KEVIN KIRWIN
Councilmember
District 2

WARD L. SMITH
Councilmember
District 5

Mission Statement

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

Vision Statement

The City of Placentia is dedicated to fostering transparency, integrity, and responsiveness through innovative and ethical leadership, ensuring the delivery of high-quality services in a fair and equitable manner. We also strive for financial sustainability, supporting safe, welcoming neighborhoods, well-kept streets, parks, and public spaces while maintaining the small-town charm that defines our community.

Agenda Materials

Copies of all agenda materials are available online at www.placentia.org and at the City Clerk's Office. For questions regarding any agenda item, please contact the City Clerk's Office at (714) 993-8231 or email cityclerk@placentia.org. In compliance with California Government Code § 54957.5, any materials submitted to the majority of the Council/ Board Members after distribution of this agenda that are non-exempt public records will be made available for public inspection at the City Clerk's Office during normal business hours.

How to View the Meeting

The public can observe the meeting via livestream on the City's website at www.placentia.org/pctv, live on cable television on AT&T Universe (Channel 99), Spectrum (Channel 3), or in person in the Council Chamber.

Procedures for Addressing the Council/Board Members

Public comments are received during the Oral Communications section of the agenda. No action may be taken on off-agenda items unless authorized by law. Public comments for Public Hearings will only be taken at the time of the hearing. It is requested to state your name for the record, then proceed to address the Council/Board. All speakers shall observe civility, decorum, and good behavior.

Members of the public may address the Council/Board on any agenda item before or during Council/Board's consideration of the item, and on any other matters within the Council/Board´s jurisdiction by using any of the following methods:

1) In-Person: Complete a "Speaker Request Form" indicating the agenda item or subject matter you wish to address and submit it to the City Clerk before the item is called.

2) Written Public Comments: Submit written comments electronically for the Council/Board consideration by emailing cityclerk@placentia.org, by 3:00 p.m. the day of the meeting to ensure distribution.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special accommodations contact the City Clerk's Office at (714) 993-8231. Notification at least 48 hours in advance of the meeting will enable the City to make arrangements to assure accessibility. (28 CFR 35.102.35.104 ADA Title II)

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

PLACENTIA CITY COUNCIL REGULAR
MEETING AGENDA - CLOSED SESSION
April 21, 2026
5:00 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

ROLL CALL:
Council Member/ Board Member Hummer
Council Member/ Board Member Kirwin
Council Member/ Board Member Smith
Mayor Pro Tem/ Board Vice Chair Yamaguchi
Mayor/ Board Chair Wanke

ORAL COMMUNICATIONS:
At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

CLOSED SESSION PROCEEDINGS:
The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
   Pursuant to Government Code § 54956.9(d)(2): 1 Case

2. **CONFERENCE WITH LABOR NEGOTIATORS**
   Pursuant to Government Code Section § 54957.6
   Agency Designated Representatives: Jennifer Lampman, City Administrator
   Alice Burnett, Director of Human Resources
   Employee Organization: Placentia City Employees Association (PCEA)

RECESS: The City Council and Boards of Directors will recess to their 6:00 p.m. Regular Meeting.

PLACENTIA CITY COUNCIL REGULAR MEETING AGENDA
April 21, 2026
6:00 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

ROLL CALL:
Council Member/ Board Member Hummer
Council Member/ Board Member Kirwin
Council Member/ Board Member Smith
Mayor Pro Tem/ Board Vice Chair Yamaguchi
Mayor/ Board Chair Wanke

INVOCATION: Chaplain Ken Milhander

PLEDGE OF ALLEGIANCE: Fire Chief Jason Dobine

PRESENTATIONS:

A. PRESENTATION OF THE ORANGE COUNTY 2026 GUN BUYBACK PROGRAM
Presenter: Doug Chaffee, Orange County Fourth District Supervisor

B. ACKNOWLEDGEMENT OF CENTENNIAL SPONSOR: DOUG CHAFFEE, ORANGE COUNTY FOURTH DISTRICT SUPERVISOR
Presenters: Mayor Wanke and City Council
Recipient: Doug Chaffee, Orange County Fourth District Supervisor

C. RECOGNITION OF 2026 CITIZENS' ACADEMY GRADUATES
Presenters: Mayor Wanke and City Council
Recipients: 2026 Citizens' Academy Graduates

D. RECOGNITION OF EL DORADO HIGH SCHOOL GIRLS BASKETBALL TEAM AS THE 2026 CIF CHAMPIONS
Presenters: Mayor Wanke and City Council
Recipients: El Dorado High School Girls Basketball Team

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:
At this time the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

CITY COUNCIL MEMBER COMMENTS:

1. CONSENT CALENDAR

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

1.a **CONSIDERATION TO WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS**

Recommended Action: It is recommended that the City Council:
Approve.

1.b **APPROVAL OF MINUTES**

Recommended Action: It is recommended that the City Council:
Approve minutes of the City Council/Successor Agency/ICDA/PPFA Regular Meeting on March 17, 2026; and the Special Meeting held on March 27, 2026.

1.c **REGISTERS FOR APRIL 21, 2026**

Fiscal Impact:
Check Registers $ 3,183,845.59
Electronic Disbursement Registers $ 9,416,400.56

Recommended Action: It is recommended that the City Council:
Receive and file.

1.d **SECOND READING AND ADOPTION OF ORDINANCE NO. O-2026-03, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, GRANTING TO CRIMSON CALIFORNIA PIPELINE, L.P., A FRANCHISE TO OPERATE AND MAINTAIN CERTAIN PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF HYDROCARBON SUBSTANCES IN THE CITY OF PLACENTIA**

Fiscal Impact:
Revenue: $9,063.06 Annually (101-90000-4201)

Recommended Action: It is recommended that the City Council:
Adopt Ordinance No. O-2026-03, An Ordinance of the City Council of the City of Placentia, California, granting to Crimson California Pipeline, L.P., a franchise to operate and maintain certain pipelines and appurtenances for the transportation of hydrocarbon substances in the City of Placentia

1.e **AMENDMENT NO. 1 TO MAINTENANCE SERVICES AGREEMENT WITH BEAR ELECTRICAL SOLUTIONS, INC. FOR TRAFFIC SIGNAL MAINTENANCE SERVICES**

Fiscal Impact:

Expense: $420,000 Amendment No. 1 Additional Contract Amount over 2-Years

Recommended Action: It is recommended that the City Council:

1. Approve Amendment No. 1 to the Maintenance Services Agreement with Bear Electrical Solutions, Inc. for Traffic Signal Maintenance Services, increasing the contract capacity by $420,000, resulting in a new not-to-exceed amount of $930,000; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the initial three-year contract amount; and
3. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.f **AMENDMENT NO. 1 TO PUBLIC WORKS AGREEMENT WITH RJ NOBLE COMPANY FOR CONSTRUCTION SERVICES RELATED TO THE FY 24-25 RESIDENTIAL STREET REHABILITATION PROJECT**

Fiscal Impact:
Expense: $340,692.53 Amendment No.1 for extra work related to additional excavation and pavement, the construction of new asphalt pavement at Fire Station 1 and drainage structure reconstruction.
Available Budget: $654,176.00 Fiscal Year 2025-26 CIP, (211-90300-9600) Measure M

Recommended Action: It is recommended that the City Council:

1. Approve Amendment No. 1 to a Public Works Agreement with RJ Noble Company in the amount of $340,692.53; and
2. Authorize the City Administrator, and/or her designee, to execute the necessary documents, in a form approved by the City Attorney.

1.g **CONSIDERATION OF VESTING TENTATIVE TRACT MAP NO. 19467 FOR THE SUBDIVISION OF A 2.72-ACRE PROPERTY TO CREATE 75 RESIDENTIAL CONDOMINIUM UNITS, INCLUDING FIVE LIVE-WORK UNITS, LOCATED AT 777 W. ORANGETHORPE AVENUE AND 776 S. PLACENTIA AVENUE (APN 339-112-27)**

Fiscal Impact:
$1,657,634 Development Impact Fees

Recommended Action: It is recommended that the City Council:

1. Find that Vesting Tentative Tract Map No. VTTM 19467 is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.66 (AB 130 – Infill Housing Development Projects); and
2. Adopt Resolution No. R-2026-17, A Resolution of the City Council of the City Of Placentia, California, adopting the California Environmental Quality Act (“CEQA”) Statutory Exemption, California Public Resources Code § 21080.66 (Ab 130 – Infill Housing Development Projects), and approving Vesting Tentative Tract Map No. VTTM 19467 for the subdivision of the subject property for the purpose of creating 75 residential condominium units on a 2.72-acre previously developed site, on property located at 777 W.

Orangethorpe Avenue and 776 S. Placentia Avenue (APN 339-112-27).

1.h APPROVAL OF ORANGE COUNTY ANIMAL CARE SERVICES AGREEMENT

Fiscal Impact:
Approximately $487,925 per year.

Recommended Action: It is recommended that the City Council:

1. Approve the Master Agreement for the Provision of Orange County Animal Care Services (OCACS) between the City of Placentia and the County of Orange for the period covering May 31, 2026, through May 30, 2031; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.i APPROVAL OF THE WASTE INFRASTRUCTURE SYSTEM ENTERPRISE (WISE) AGREEMENT WITH ORANGE COUNTY WASTE & RECYCLING FOR MUNICIPAL SOLID WASTE DISPOSAL RATES AND SERVICES

Fiscal Impact:
None.

Recommended Action: It is recommended that the City Council:

1. Approve the attached WISE Agreement with the County of Orange for municipal solid waste disposal rates and services; and
2. Authorize the City Administrator, or designee, to execute the agreement on behalf of the City and make minor modifications as necessary.

2. PUBLIC HEARINGS

2.a ADOPTION OF PROPOSED COMPREHENSIVE FEE AND RATE SCHEDULE

Fiscal Impact:
The proposed fee changes as of July 1, 2026, are intended to recover the cost of providing existing services associated with fee-related regulatory functions and other programs.

Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing to consider amending the Placentia Comprehensive Fee Schedule for certain fees, rates, and charges for various City user services; and
2. Receive the Staff report, consider all public testimony, and discuss the proposed fees; and
3. Close the public hearing; and
4. Adopt Resolution No. R-2026-18, a Resolution of the City Council of the City of Placentia, California, establishing and adopting certain City fees, rates, and charges for various City services with an effective date of July 1, 2026, for Fiscal Year 2026-27.

2.b PUBLIC HEARING FOR THE ANNEXATION OF PROPERTIES INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (PUBLIC SERVICES)

Fiscal Impact:
None.

Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing concerning Resolution No. R-2026-19; and
2. Receive the Staff report and consider all public testimony; and
3. Close the Public Hearing; and
4. Adopt Resolution No. R-2026-19, A Resolution of the City Council of the City of Placentia, California, ordering the annexation of territory to its Community Facilities District No. 2014-01 (Public Services) (Annexation 2026-01) and approving the amended map for said District.

2.c PUBLIC HEARING FOR THE ANNEXATION OF PROPERTIES INTO STREET LIGHTING DISTRICT NO. 81-1

Fiscal Impact:
None.

Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing concerning Resolution No. R-2026-21; and
2. Receive the Staff report and consider all public testimony; and
3. Close the Public Hearing; and
4. Adopt Resolution No. R-2026-21, a Resolution of the City Council of the City of Placentia, California, ordering the annexation of territory to its Street Lighting District No. 81-1 (Annexation 2026-01) and approving the amended map for said District.

2.d PUBLIC HEARING FOR THE ANNEXATION OF PROPERTIES INTO LANDSCAPE MAINTENANCE DISTRICT NO. 92-1

Fiscal Impact:
None.

Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing concerning Resolution No. R-2026-20; and
2. Receive the Staff report and consider all public testimony; and
3. Close the Public Hearing; and
4. Adopt Resolution No. R-2026-20, a Resolution of the City Council of the City of Placentia, California, ordering the annexation of territory to its Landscape Maintenance District No. 92-1 (Annexation 2026-01) and approving the amended map for said District.

2.e APPEAL OF THE DECISION OF THE PLANNING COMMISSION TO REVOKE SHORT-TERM RENTAL PERMITS STR 2020-10 AND STR 2020-11 AND ASSOCIATED BUSINESS LICENSES FOR PROPERTY LOCATED AT 607 ENCINITAS WAY, UNITS A & C

Fiscal Impact:
Recovery of $17,797.83 in Transient Occupancy Tax owed. Potential for approximately $15,000 in additional annual Transient Occupancy Tax revenue if the

STR permits are reinstated.

Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing concerning revocation of Short-Term Rental permits STR 2020-10 and STR 2020-11 and associated business licenses for property located at 607 Encinitas Way, Units A & C; and
2. Receive the Staff Report, consider all Public Testimony, ask any questions of Staff; and
3. Close the Public Hearing; and
4. Find that this action is not subject to CEQA pursuant to State CEQA Guidelines § 15321 (Class - 21 Enforcement Actions by Regulatory Agencies); and
5. Approve the agreement between the City of Placentia and Alexander/Celenia Perez in which outstanding Transient Occupancy Tax (TOT) owed to the City of Placentia would be paid. Authorize the City Administrator or her designee to finalize said agreement; and approve the appeal and reverse the Planning Commission revocation of Short-Term Rental
   Permits STR 2020-10 and STR 2020-11 and reinstate associated business licenses for the property located at 607 Encinitas Way, Units A and C.

2.f **UPDATE REGARDING CITYWIDE DEVELOPMENT IMPACT FEES, TRANSIT ORIENTED DEVELOPMENT PACKINGHOUSE DISTRICT DEVELOPMENT IMPACT FEES, AND AFFORDABLE HOUSING IMPACT FEES, INCLUDING ADOPTION OF NEW GENERAL GOVERNMENT FACILITIES FEES FOR COST RECOVERY**

Fiscal Impact:
The adoption of revised development impact fees and residential affordable housing impact fees will not have an immediate impact on revenues to the City as they are effective 60 days subsequent to adoption. These Development Impact Fees are established for cost recovery or statutory purposes only.

Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing concerning the Citywide Development Impact Fee Schedule including adoption of new General Government Facilities fees, the Transit-Oriented Development (TOD) Packing House Development Impact Fee Schedule, and the Affordable Housing Impact Fee Schedule; and
2. Receive the Staff report, consider all public testimony, ask questions of Staff; and
3. Close the public hearing; and
4. Find that the recommended actions are exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3), 15273, and 15378(b)(4) of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
5. Adopt Resolution No. R-2026-22, a Resolution of the City Council of the City of Placentia, California, approving updated Development Impact Fees pursuant to Construction Cost Index to financially mitigate impacts to parks and recreational facilities, sewer facilities, transportation infrastructure, storm drain facilities, Quimby in-lieu fees, Public Safety (Fire, Police, Animal Shelter), Streetscape (Transit Oriented Development), and adopting General

Government Facilities fees citywide pursuant to the April 2026 Development Impact fee Nexus; adopt a Capital Improvement Plan for the impact fees; and determine that the adoption of the Development Impact Fees and Capital Improvement Plan is exempt from the California Environmental Quality Act; and

6. Adopt Resolution No. R-2026-23, a Resolution of the City Council of the City of Placentia, California, approving updated Affordable Housing Impact fees pursuant to Construction Cost Index for residential and non-residential developments citywide; and determine that the adoption of the Affordable Housing Impact fees is exempt from the California Environmental Quality Act; and
7. Consider first reading of Ordinance No. O-2026-05, an Ordinance of the City Council of the City of Placentia, California, amending Title 5 of the Placentia Municipal Code (schedule of fees) to add Section 5.02.105 "General Government Facilities Fees" establishing a City Facilities Impact Fees as part of the City's Development Impact Fee Program, and adopting necessary findings for the Establishment of the City Facilities Impact Fees; and
8. Consider first reading of Ordinance No. O-2026-08, an Ordinance of the City Council of the City of Placentia, California, amending Title 5 of the Placentia Municipal Code (Schedule Of Fees) by amending Chapters 5.01 (Fees Set by Resolution), 5.03 (Transit Oriented Development (TOD) Development Impact Fees), 5.12 (Fire Department) and 5.24 (Public Works Department) as part of the City's Development Impact Fee Program.

3. REGULAR AGENDA

3.a PROPOSED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, ADDING CHAPTER 10.74 (FIREWORKS) TO TITLE 10 (PEACE, MORALS, AND SAFETY) OF THE PLACENTIA MUNICIPAL CODE

Fiscal Impact:
None.

Recommended Action: It is recommended that the City Council:
Waive full reading, by title only, and introduce for first reading Ordinance No. O-2026-06, an Ordinance of the City Council of the City of Placentia, California, adding Chapter 10.74 (Fireworks) to Title 10 (Peace, Morals, and Safety) of the Placentia Municipal Code.

3.b DISCUSSION REGARDING SHORT-TERM RENTAL REGULATIONS IN THE CITY OF PLACENTIA AND CONSIDERATION OF ORDINANCE NO. O-2026-04, AN ORDINANCE OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING PLACENTIA MUNICIPAL CODE CHAPTER 6.45 RELATED TO SHORT-TERM RENTALS

Fiscal Impact:
Potential for approximately $235,000 in revenue annually from Transient Occupancy Tax, based on FY 24-25 actuals.

Recommended Action: It is recommended that the City Council:

1. Receive the Staff report; and
2. Conduct discussion regarding Short-Term Rental regulations in the City of Placentia; and
3. Find that Ordinance No. O-2026-04 is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3) and/or 15061(b)(3) of the State CEQA Guidelines; and
4. Consider first reading of Ordinance No. O-2026-04, an Ordinance of the City of Placentia, California, amending Placentia Municipal Code Chapter 6.45 related to Short-Term Rentals.

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

ADJOURNMENT

Adjourn in Memory of City Attorney Bettenhausen's late father,
Dr. Jack M. Bettenhausen

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to the next regular City Council meeting on Tuesday, May 5, 2026.

CERTIFICATION OF POSTING
I, Brooke Lovell, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Financing Authority hereby certify that the Agenda for the April 21, 2026, meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on April 16, 2026.

/s/ Brooke Lovell
Deputy City Clerk

Agenda Item No: 1.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 21, 2026

Submitted by: Brooke Lovell

From: City Clerk

Subject:
APPROVAL OF MINUTES

Recommendation:
Recommended Action: It is recommended that the City Council:
Approve minutes of the City Council/Successor Agency/ICDA/PPFA Regular Meeting on March 17, 2026; and the Special Meeting held on March 27, 2026.

Attachments
03.17.2026 CC MINUTES.pdf
03.27.2026 CC MINUTES - SPECIAL MEETING.pdf

Placentia City Council Regular Meeting
Placentia City Council acting as Successor Agency to the Placentia Redevelopment Agency, Placentia Industrial Commercial Development Authority, Placentia Public Financing Authority
MINUTES
March 17, 2026
City Council Chambers - 401 E. Chapman Avenue, Placentia, CA
AND Teleconference Location - 3221 Tubbs Road, Sebring, FL 33870

MINUTES OF THE PLACENTIA CITY COUNCIL CLOSED SESSION MEETING – 6:00 P.M.

CALL TO ORDER: Mayor Wanke called the meeting to order at 6:03 p.m.

ROLL CALL: PRESENT: Councilmember/Board Member Kirwin, Smith, Yamaguchi (Joined remotely at 6:14 p.m.), Wanke
ABSENT: Hummer (Excused)

ORAL COMMUNICATIONS: None

CLOSED SESSION PROCEEDINGS:
City Clerk McKinnell announced the City Council/ Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
   Pursuant to Government Code Section § 54956.9
   Anna Venegas vs City of Placentia et al
   Case No. 30-2023-01334754-CU-PO-NJC

2. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
   Pursuant to Government Code § 54956.8
   Property Address: +/- 1,000 square foot property located east of the 57 Orange Freeway, South of Orangethorpe Avenue and North of Nebraska Avenue, in the C-1 District
   APN: None assigned
   Agency Negotiator: Jennifer Lampman, City Administrator
   Negotiating Parties: 118 Orangethorpe, LLC
   Under Negotiation: Price and Terms of Payment

3. **CONFERENCE WITH LABOR NEGOTIATORS**
   Pursuant to Government Code Section § 54957.6
   Agency Designated Representatives: Jennifer Lampman, City Administrator; Alice Burnett, Director of Human Resources
   Employee Organization: Placentia City Employees Association (PCEA)

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

MINUTES OF THE PLACENTIA CITY COUNCIL REGULAR MEETING - 7:00 P.M.

CALL TO ORDER: Mayor Wanke called the meeting to order at 7:03 p.m.

ROLL CALL: PRESENT: Councilmember/Board Member Kirwin, Smith, Yamaguchi (Remote), Wanke
ABSENT: Hummer (Excused)

STAFF PRESENT:

City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Jennifer Lampman; Deputy City Administrator Rosanna Ramirez; Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Development Services Joe Lambert; Director of Public Works Chris Tanio; Director of Human Resources Alice Burnett; Director of Finance Jerry Griggs; Deputy Director of Administrative Services Jeannette Ortega; City Clerk McKinnell; Deputy City Clerk Brooke Lovell

INVOCATION: Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Police Chief Brad Butts

PRESENTATIONS:

A. PRESENTATION OF THE CITIZENS' OVERSIGHT COMMITTEE CAPITAL IMPROVEMENT FORECAST
Presenter: Citizens' Oversight Committee Chair, Robert McKinnell
Chair McKinnell gave a PowerPoint presentation on the capital improvement forecast.

CLOSED SESSION REPORT:
City Attorney/Authority Counsel Bettenhausen stated the City Council took no reportable action.

CITY ADMINISTRATOR REPORT: None

ORAL COMMUNICATIONS:
Christine Marek, from the Orange County Commission on the Status of Women and Girls, presented the Commission's inaugural report to the City Council, requested assistance in disseminating it to Placentia residents and businesses, and indicated she would email an executive summary with a QR code link for wider access.

Laurie Arroyo, from the American Legion, thanked the City for its weekly briefing and support of the recent fundraiser benefiting the Placentia K-9 Foundation, recognized local businesses that contributed to the event, and invited veterans and the community to the March 29, 2026, Welcome-home event for Vietnam Veterans at the American Legion Post.

CITY COUNCIL/BOARD MEMBER COMMENTS:
Councilmember Kirwin announced applications for the 2026 Military Banner Recognition Program were open to Placentia residents, workers, active-duty service members, and honorably discharged veterans, with submissions accepted through October 21, 2026, and banners installed in November for a two-year display period. He also reported that nominations were being accepted for additions to the Placentia Veterans Monument, with approved honorees recognized during the City's Veterans Day Ceremony, and directed community members to submit registration forms through the Police Department for consideration.

Councilmember Smith extended St. Patrick's Day greetings and reported attending the His OC fundraising event supporting local sheltering and youth programs. He encouraged the community to attend the Vietnam Veterans recognition event at the American Legion on March 29, 2026. He announced the 10th Annual Love Placentia Day would take place on Saturday, April 25, 2026, beginning with an 8:00 a.m. rally at El Dorado High School, followed by citywide volunteer projects and a community celebration. He invited residents to register for volunteer opportunities online.

Mayor Wanke highlighted several local businesses participating in the City's Centennial Business Partnership Program and described the various Centennial-themed products and promotions available. He reported receiving community inquiries related to water service rates in areas served by the Yorba Linda Water District and provided an update on the District's upcoming April 9, 2026, public hearing regarding proposed rate adjustments. He stated he reviewed the rate study with District leadership and found the proposed increase reasonable, and he encouraged residents seeking additional information to contact the District or participate in the hearing process.

Mayor Pro Tem Yamaguchi thanked staff for their work preparing a recent report and stated it provided helpful data for future Council discussions. He reported the Sewer, Utility, Recycling and Refuse Committee had met and forwarded several items for City Council's consideration. He mentioned United States Representative, Congressman Derek Tran, visited Old Town Placentia and presented a $250,000 check for Infrastructure Financing District (IFD) improvements, followed by a meeting with Councilmembers and lunch at Tony's Deli.

1. CONSENT CALENDAR:

Mayor Wanke pulled Item 1.k, to allow separate votes on each event. Motion by Wanke, seconded by Smith, and carried a 4-0-1 vote, to approve the balance of the Consent Calendar, as recommended, Hummer absent.

1.a CONSIDERATION TO WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS

Recommended Action: It is recommended that the City Council:
Approve
(Approved 4-0-1, as recommended, Hummer absent)

1.b APPROVAL OF MINUTES

Recommended Action: It is recommended that the City Council:
Approve minutes of the City Council/Successor Agency/ICDA/PPFA Regular Meetings held on June 3, 2025; June 17, 2025; July 1, 2025; July 15, 2025; and February 17, 2026; and the Special Meetings held on June 2, 2025; August 12, 2025; and February 17, 2026
(Approved 4-0-1, as recommended, Hummer absent)

1.c REGISTERS FOR MARCH 17, 2026

Fiscal Impact:
Check Registers $ 1,753,926.26
Electronic Disbursement Registers $ 3,847,849.19
Recommended Action: It is recommended that the City Council:
Receive and file.
(Approved 4-0-1, as recommended, Hummer absent)

1.d SECOND READING AND ADOPTION OF ORDINANCE NO. O-2026-01, AMENDING CHAPTER 23.73 OF THE PLACENTIA MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS (ADUS) AND JUNIOR ACCESSORY DWELLING UNITS (JADUS) IN ACCORDANCE WITH STATE LAW (ZONING CODE AMENDMENT NO. ZCA 2026-01)

Fiscal Impact: None.
Recommended Action: It is recommended that the City Council:

1. Find that adoption of Ordinance No. O-2026-01, is statutorily exempt under CEQA Guidelines Section 15282(h) and is categorically exempt under the common sense exemption of CEQA Guidelines Section 15061(b)(3); and
2. Waive full reading, by title only, and adopt Ordinance No. O-2026-01, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 23.73 of the Placentia Municipal Code relating to Accessory Dwelling Units and Junior Accessory Dwelling Units in accordance with State law.

(Approved 4-0-1, as recommended, Hummer absent)

1.e SECOND READING AND ADOPTION OF ORDINANCE NO. O-2026-02, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING SECTION 22.80.021 OF CHAPTER 22.80 OF THE PLACENTIA MUNICIPAL CODE RELATING TO URBAN LOT SPLITS AND SECTION 23.13.010 OF CHAPTER 23.13 OF THE PLACENTIA MUNICIPAL CODE RELATING TO TWO-UNIT HOUSING DEVELOPMENTS IN ACCORDANCE WITH STATE LAW (ZONING CODE AMENDMENT NO. ZCA 2026-02)

Fiscal Impact: None.
Recommended Action: It is recommended the City Council:

1. Find that adoption of Ordinance No. O-2026-02, is exempt from CEQA pursuant to Government Code Sections 65852.21(k) and 66411.7(n) in that the adoption of an ordinance relating to two-unit housing developments and urban lot splits are not considered a project under CEQA; and
2. Waive full reading, by title only, and adopt Ordinance No. O-2026-02, an Ordinance of the City Council of the City of Placentia, California, amending Section 22.80.021 of Chapter 22.80 of the Placentia Municipal Code relating to Urban Lot Splits and Section 23.13.010 of Chapter 23.13 of the Placentia Municipal Code relating to Two-Unit Housing Developments in accordance with State law.

(Approved 4-0-1, as recommended, Hummer absent)

1.f RESOLUTION ADOPTING A NEW START TIME OF THE REGULAR MEETINGS OF THE CITY COUNCIL

Fiscal Impact: The earlier start time is expected to reduce Staff overtime and extended-hour costs.
Recommended Action: It is recommended that the City Council:
Adopt Resolution No. R-2026-13, a Resolution of the City Council of the City of Placentia, California, Changing the Time of the Regular Meetings of the City Council.

(Approved 4-0-1, as recommended, Hummer absent)

1.g RESOLUTION DESIGNATING OF INDIVIDUALS AUTHORIZED TO INVEST CITY MONIES IN THE LOCAL AGENCY INVESTMENT FUND (LAIF)

Fiscal Impact: None.
Recommended Action: It is recommended that the City Council:
Adopt Resolution No. R-2026-15, A Resolution of the City Council of the City of Placentia, California, authorizing investment of monies in the Local Agency Investment Fund (LAIF).

(Approved 4-0-1, as recommended, Hummer absent)

1.h APPROVAL OF AMENDED AND RESTATED NPDES STORMWATER PERMIT IMPLEMENTATION AGREEMENT

Fiscal Impact: The City's financial contribution will be calculated annually based on its proportional share of land area and population, as outlined in the Agreement. Costs will be included in the City's annual budget for stormwater compliance.
Recommended Action: It is recommended that the City Council:

1. Approve the Amended and Restated National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement ("Agreement") between the County of Orange, Orange County Flood Control District (District), and participating Orange County cities (collectively called Permittees); and
2. Authorize the City Administrator to execute the Agreement and any related documents necessary to implement the terms of the Agreement.

(Approved 4-0-1, as recommended, Hummer absent)

1.i APPROVAL OF PURCHASE OF OFFICE FURNISHINGS WITH SHERIDAN GROUP FOR THE PLACENTIA PUBLIC SAFETY CENTER

Fiscal Impact:
Expense: $93,565.53 furniture for the Public Safety Center
Available Budget: $212,856.95 (101-90300-9100 Project: 97 105213)
Recommended Action: It is recommended that the City Council:

1. Approve a purchase order with the Sheridan Group pursuant to OMNIA procurement contract BNR482 in the amount of $93,565.53, to manufacture, ship and install the new office furnishings for the Placentia Public Safety Center; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the total not-to-exceed purchase order amount; and
3. Authorize the City Administrator to execute the above-mentioned sales agreement, in a form approved by the City Attorney.

(Approved 4-0-1, as recommended, Hummer absent)

1.j 2025 HOUSING ELEMENT ANNUAL PROGRESS REPORT

Fiscal Impact: None.

Recommended Action: It is recommended that the City Council:

Receive and file the 2025 Housing Element Annual Progress Report.

(Approved 4-0-1, as recommended, Hummer absent)

1.k SUSPENSION OF THE ORDINANCE PERTAINING TO THE OPERATION OF THE EGG DROP EVENT ON SATURDAY, APRIL 4, 2026, AT CHAMPIONS SPORTS PARK AND THE CALIFORNIA CELTIC FESTIVAL FUNDRAISER EVENT ON SATURDAY, JUNE 20, 2026, AND SUNDAY, JUNE 21, 2026, AT KRAEMER MEMORIAL PARK

Fiscal Impact:

Kraemer Park Facility Use Fees:	$ 5,042
Staffing:	$ 5,500
Damage Deposit:	$ 614
Total Fiscal Impact:	$11,156

Champion Sports Park Facility Use Fees:	$ 1,480
Damage Deposit:	$ 360
Total Fiscal Impact:	$ 1,840

Recommended Action: It is recommended that the City Council:

1. Approve a facility rental/use agreement with the California Celtic Festival to host the annual "Lovers of Celtic Culture" fundraiser event at Kraemer Memorial Park and authorize the City Administrator, or designee, to execute all applicable documents; and
   (Approved 3-0-1-1, Smith recused; Hummer absent)
2. Approve a facility rental/use agreement with the Influence Church to host the annual "Helicopter Egg Drop" event at Champions Sports Park and authorize the City Administrator, or designee, to execute all applicable documents; and
   (Approved 3-0-1-1, Yamaguchi recused; Hummer absent)
3. Adopt Resolution No. R-2026-16, A Resolution of the City Council of the City of Placentia, California, Approving the temporary suspension of regulatory ordinance sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the Annual "Helicopter Egg Drop" event on April 4, 2026, at Champions Sports Park, 505 N. Jefferson St., and The Lovers Of Celtic Culture Festival Fundraiser event on June 20, 2026, and June 21, 2026, at Kraemer Memorial Park, 201 N. Bradford Ave; and
4. Approve Staff's recommendation to waive facility use/rental and fees for the use of Champions Sports Park and Kraemer Memorial Park and not staff costs or the damage deposit associated with the operation of the event.

Mayor Wanke pulled Item 1.k, to allow separate votes on each event.

City Attorney/Authority Counsel Bettenhausen advised the temporary suspension resolution was no longer required under the updated Municipal Code. He clarified the only actions requiring Council approval were the facility rental agreements and fee waivers.

Mayor Pro Tem Yamaguchi recused himself at 7:44 p.m. from consideration of the Influence Church item due to a prior professional relationship.

Motion by Councilmember Kirwin, seconded by Mayor Wanke, and carried a 3-0-1-1 vote, to approve the facility rental/use agreement with Influence Church for the annual Helicopter Egg Drop event at Champions Sports Park, authorize the City Administrator or designee to execute all applicable documents, and approve the waiver of facility use/rental fees, excluding staff costs and the damage deposit, Yamaguchi recused and Hummer absent.

Mayor Pro Tem Yamaguchi returned to the dais at 7:44 p.m.

Councilmember Smith recused himself at 7:44 p.m. from consideration of the California Celtic Festival item due to involvement with the Orange County Law Enforcement Emerald Society, a benefactor of the event.

Motion by Councilmember Kirwin, seconded by Mayor Wanke, and carried a 3-0-1-1 vote, to approve the facility rental/use agreement with the California Celtic Festival for the annual event at Kraemer Memorial Park, authorize the City Administrator or designee to execute all applicable documents, and approve the waiver of facility use/rental fees, excluding staff costs and the damage deposit, Smith recused and Hummer absent.

Councilmember Smith returned to the dais at 7:45 p.m.

2. PUBLIC HEARINGS:

2.a PUBLIC HEARING AND CONSIDERATION OF PROPOSED PROGRAMS AND ACTIVITIES TO BE SUBMITTED TO THE COUNTY OF ORANGE FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR FISCAL YEAR 2026-27

Fiscal Impact: CDBG funds in the amount of $352,527 for Fiscal Year 2026-27.
Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing to consider proposed programs and activities for the Community Development Block Grant Funding for Fiscal Year 2026-27; and
2. Receive the Staff report, consider all public testimony, ask any questions of Staff; and
3. Close the Public Hearing; and
4. Authorize the City Administrator to submit an application to the County of Orange to receive CDBG Funds to support public service programs, public facilities improvements, housing rehabilitation needs, and administrative expenses for Fiscal Year 2026-27; and
5. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

(Approved 4-0-1, as recommended, Hummer absent)
Deputy Director of Administrative Services Jeannette Ortega gave a PowerPoint presentation on the item.

Public Hearing opened at 7:49 p.m.

Public Comments: None.

Public Hearing closed at 7:51 p.m.

Motion by Kirwin, seconded by Smith, and carried a 4-0-1 vote, to approve Item 2.a, as recommended, Hummer absent.

2.b PUBLIC HEARING, INTRODUCTION AND FIRST READING OF ORDINANCE NO. O-2026-03, OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, GRANTING TO CRIMSON CALIFORNIA PIPELINE, L.P., A FRANCHISE TO OPERATE AND MAINTAIN CERTAIN PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF HYDROCARBON SUBSTANCES IN THE CITY OF PLACENTIA

Fiscal Impact: Revenue: $9,063.06 Annually (101-90000-4201).
Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing concerning Ordinance No. O-2026-03; and
2. Receive the staff report and consider all public testimony; and
3. Close the public hearing; and
4. Introduce the first reading, by title only, further reading waived, Ordinance No. O-2026-03, an Ordinance of the City Council of the City of Placentia, California, granting to Crimson California

Pipeline, L.P., a franchise to operate and maintain certain pipelines and appurtenances for the transportation of hydrocarbon substances in the City of Placentia.

(Approved 4-0-1, as recommended, Hummer absent)

Public Works Management Analyst Matthew Di Mario gave a PowerPoint presentation on the item.

Public Hearing opened at 7:52 p.m.

Public Comments: None.

Public Hearing closed at 7:54 p.m.

Motion by Smith, seconded by Wanke, and carried a 4-0-1 vote, to approve Item 2.b, as recommended, Hummer absent.

3. REGULAR AGENDA:

3.a APPOINTMENTS TO CITY COMMISSIONS, COMMITTEES AND BOARDS AND APPROVAL OF UPDATES TO THE COMMISSION, COMMITTEE AND ADVISORY BOARD MANUAL

Fiscal Impact: None.

Recommended Action: It is recommended that the City Council:

1. Make appointments and reappointments to the various City Commissions, Committees and Boards; and
2. Direct Staff to update the Local Appointments List to reflect these actions; and
3. Direct the City Clerk to solicit applications for the remaining vacancies; and
4. Review and adopt Resolution No. R-2026-14, A Resolution of the City Council of the City of Placentia, California, Adopting the Updated Commission, Committee, and Advisory Board Manual for Calendar Year 2026.

(Approved 4-0-1, as recommended, Hummer absent)

Mayor Wanke announced the following appointments and reappointments to the City's Commissions, Committees, and Advisory Boards:

Meeting Body	Term	Appointment/ Reappointment
Parks, Arts and Recreation Commission	Four-year terms	Lilia Queen (reappointed) Maverick Shuck (reappointed)
Planning Commission	Four-year terms	Gabriel Davis Brandon Evans (reappointed)
Streetscape and Transportation Advisory Commission	Four-year term	John Beltran
Placentia Enhanced Infrastructure Financing District Public Financing Authority	Four-year terms	John Beltran TJ Shepherd
Financial Audit Oversight Committee	Three-year terms	Heather Gapik Glenn Casterline (reappointed)
Heritage Festival Committee	Non-expiring terms	Rodney Boaz Pablo Salcedo
Historical Committee	Non-expiring term	Kevin Chavez
Senior Advisory Committee	Non-expiring terms	Kay Chresaidos Pablo Salcedo
Veterans Advisory Committee	Non-expiring terms	Pablo Salcedo Humberto Macias

Motion by Wanke, seconded by Kirwin, and carried a 4-0-1 vote, to approve Mayor Wanke's recommended appointments and reappointments, Hummer absent.

Councilmember Kirwin requested Staff return at a future meeting with an item for further Council discussion and review of commissions and committees.

Motion by Yamaguchi, seconded by Wanke, and carried a 4-0-1 vote, to approve the balance of Item 3.a, as recommended, with direction to return at a future meeting for additional Council review of commissions and committees, Hummer absent.

3.b STUDY SESSION: FISCAL YEAR 2026-27 CAPITAL IMPROVEMENT PROGRAM

Fiscal Impact: The fiscal impact will be determined with final adoption of the Fiscal Year 2026-27 CIP Budget.

Recommended Action: It is recommended that the City Council:

1. Approve Staff's recommendation to allocate 50% of Measure U towards infrastructure; and
2. Confirm use of Measure U funds towards the recommended projects or provide guidance on City Council priority projects.

(Direction provided, Hummer absent)

Director of Public Works Tanio and Deputy Director of Public Works Gabriel Guerrero-Gabany gave a PowerPoint presentation reviewing the purpose of the CIP, its prioritization process, and available funding sources. Staff explained Measure U revenues were projected at $9.2 million and that either 40% or 50% could be allocated to infrastructure depending on reserve levels. Staff also reviewed the top-ranked projects, including street rehabilitation, the City Hall roof replacement, and the Kevin Way storm drain replacement.

City Council discussed the Measure U reserve policy, long-term financial stability, and the need to maintain commitments made to the public. While acknowledging the importance of several infrastructure needs, City Council expressed concerns about relying on uncertain revenue projections and further reducing reserves.

Direction was given to proceed with funding the projects above the red line, consistent with the 40% Measure U allocation scenario, for preparation of the draft CIP and requested Staff to revisit the Police Department Women's Locker Room Renovation Project and the City Yard Administration Building Renovation Project during the budget process if revenues improved.

CITY COUNCIL/BOARD MEMBERS REQUESTS: None

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:39 p.m., in memory of Edgar Amis Maxwell Jr., good friend of former Mayor Craig S. Green since their 1968 deployment to Vietnam, to a regular City Council meeting on Tuesday, April 7, 2026.

_____

Chad P. Wanke, Mayor/Agency Chair

ATTEST:

_____

Robert S. McKinnell, City Clerk/Agency Secretary

Placentia City Council Special Meeting
MINUTES
March 27, 2026
Fire Station 2
1530 North Valencia Avenue, Placentia, CA

MINUTES OF THE PLACENTIA CITY COUNCIL SPECIAL CLOSED SESSION MEETING – 10:00 A.M.

CALL TO ORDER - Mayor Wanke called the meeting to order at 10:03 a.m.

ROLL CALL - PRESENT: Councilmember Hummer, Kirwin, Yamaguchi, Wanke
ABSENT: Smith (Excused)

ORAL COMMUNICATIONS - None

CLOSED SESSION PROCEEDINGS

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
   Pursuant to Government Code § 54956.9(d)(4)
   Initiation of Litigation: 1 case

RECESSED to Closed Session at 10:03 a.m.
RECONVENED in Open Session at 10:35 a.m.

CLOSED SESSION REPORT
City Attorney Bettenhausen reported a motion by Wanke, seconded by Hummer, and carried a 4-0-1 vote, to authorize the filing of a complaint against SiFi Placentia LLC and other related parties, Smith absent.

PLACENTIA CITY COUNCIL SPECIAL MEETING AGENDA – 10:30 A.M.

CALL TO ORDER - Mayor Wanke called the meeting to order at 10:36 a.m.

ROLL CALL - PRESENT: Councilmember Hummer, Kirwin, Yamaguchi, Wanke
ABSENT: Smith (Excused)

PRESENTATION

A. **PLACENTIA FIRE DEPARTMENT DEMONSTRATION**
   The Placentia Fire Department provided a hands-on demonstration to the City Council.

ADJOURNMENT
The City Council adjourned at 12:05 p.m., to a regular City Council meeting on Tuesday, April 7, 2026.

_____
Chad P. Wanke, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

Agenda Item No: 1.c

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 21, 2026
Submitted by: Gabriela Calin
From: Finance

Subject:
REGISTERS FOR APRIL 21, 2026

Financial Impact:
Fiscal Impact:
Check Registers $ 3,183,845.59
Electronic Disbursement Registers $ 9,416,400.56

Recommendation:
Recommended Action: It is recommended that the City Council:
Receive and file.

Attachments
Check register 03-12-2026.pdf
ACH-EFT register 03-12-2026.pdf
Check register 03-19-2026.pdf
ACH-EFT register 03-19-2026.pdf
Check register 03-26-2026.pdf
ACH-EFT register 03-26-2026.pdf
EFT Register 03.30.2026.pdf
Check register 04-02-2026.pdf
ACH-EFT register 04-02-2026.pdf
Check register 04-09-2026.pdf
ACH-EFT register 04-09-2026.pdf

City of Placentia
Check Register 3/12/26

Name	Memo	Amount	Document Number	Date
V001435 PCN3 INC	PCN3 Retention payment	556,998.90	137218	3/12/2026
V001289 MARIPOSA LANDSCAPES INC	FY 25-26 Citywide landscape maintenance: Jan 2026	23,138.11	137217	3/12/2026
V001593 SO CAL GAS	So Cal Gas Charges - January to February 2026	2,339.87	137216	3/12/2026
V001338 MUNICIPAL EMERGENCY SERVICES INC	High Visibility Parka	255.57	137215	3/12/2026
V001094 GOLDEN STATE WATER COMPANY	Golden State Water Charges January - February 2026	9,544.67	137214	3/12/2026
V001262 LN CURTIS & SONS	PD Uniforms	427.09	137213	3/12/2026
V001779 YORBA LINDA WATER DISTRICT	Yorba Linda Water District Charges - January to February 2026	972.63	137212	3/12/2026
V002168 OPTIMUS OPTIMORUM INVESTIGATIONS LLC	Investigation Services: For work performed in January on the case number 26010501JM	18,163.75	137211	3/12/2026
V001466 POWER PLUS	generator rental 11/20/25 - 12/12/25	9,083.09	137210	3/12/2026
V001402 ORANGE COUNTY SANITATION DISTRICT	Q2 25-26 OCHCA FOG/BMP Inspections	62.50	137209	3/12/2026
V001031 FAIRWAY FORD	FY 25-26 Vehicle Repair Parts/Services & Inspection	1,258.20	137208	3/12/2026
V000800 BUCKNAM INFRASTRUCTURE GROUP INC	PMP Assessment FY 25-26: Jan 2026	12,635.37	137207	3/12/2026
V000751 B & M LAWN & GARDEN CENTER	5-Gallon Safety Gas Can	195.21	137206	3/12/2026
V001757 WEST COAST ARBORISTS INC	Tree Removal - FY24-25 Residential Street Rehab Project	10,340.00	137205	3/12/2026
V002161 STEPHEN J WILLIAMS	CDBG Housing Rehabilitation Program	13,173.00	137204	3/12/2026
V001800 ROY ALLAN SLURRY SEAL INC	FY 23-24 Residential Slurry Seal - Retention 1 of 2	56,254.17	137203	3/12/2026
V001435 PCN3 INC	PCN3 Retention payment	556,998.90	137202	3/12/2026
V001503 QUALITY GLASS OC CORP	Glass replacement for Deputy Fire Chief's Vehicle	1,090.80	137201	3/12/2026
V001678 THINKSUPPLIES.COM	Paper-Office Supplies	177.48	137200	3/12/2026
V000835 Vulcan Materials Co	Paving Materials - Feb 2026	358.97	137199	3/12/2026
V001732 US BANK PARS #6746022400	PARS PE02/28/26 PD03/06/26	3,080.46	137198	3/12/2026
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for IT, Desktop Support Analyst	2,633.40	137197	3/12/2026
V001434 PCEA C/O NORTH ORANGE CO	PCEA PE02/28/26 PD03/06/26	51.84	137196	3/12/2026
V001338 MUNICIPAL EMERGENCY SERVICES INC	High Visibility Parka	156.81	137195	3/12/2026
V001427 PARS	Annual Asset Fee (prorated monthly) for January 2026	549.05	137194	3/12/2026
V001421 PACIFIC WEST AIR CONDITIONING	HVAC repair job at City Yard - 2.12.26	604.84	137193	3/12/2026
V001396 ORANGE COUNTY EMPLOYEES ASSN	OCEA PE02/28/26 PD03/06/26	600.00	137192	3/12/2026
V001208 JV PLUMBING	City Hall Plumbing Repairs	184.25	137191	3/12/2026
V001140 MYERS & SONS HI-WAY SAFETY INC	Street Supplies - Signs	1,353.94	137190	3/12/2026
V002168 OPTIMUS OPTIMORUM INVESTIGATIONS LLC	Investigation Services: For work performed in January on the case number 26011401JM	2,113.75	137189	3/12/2026
V001897 OC ATAC	Payment to attend the award ceremony for Anderson, Connell, Lemus	120.00	137188	3/12/2026
V000903 COMMERCIAL AQUATIC SERVICES	February Service at Gomez Pool	1,500.00	137187	3/12/2026
V002167 HART LEATHER	PFLS Department Hats	1,146.00	137186	3/12/2026
V001067 FRANCHISE TAX BOARD	FTB PE02/28/26 PD03/06/26	107.73	137185	3/12/2026
V000886 CJ CMT INC	Tuition for Ruben Rubalcava Adult Correctional Officer Course	3,506.25	137184	3/12/2026
V000868 CICCS/EAP	CICCS Trust EAP by Anthem - Mar 2026	464.60	137183	3/12/2026
V000873 CITY OF BREA	Business Cards-Jeannette Ortega	86.26	137182	3/12/2026
V000823 CALIFORNIA FORENSIC PHLEBOTOMY INC	Feb PD Blood Draws	774.40	137181	3/12/2026
V001810 FIRST AMERICAN DATA TREE LLC	January 2026 Property Detail Reports	150.00	137180	3/12/2026
V000691 ALLIANCE BUSINESS SERVICES INC	Fire Station 1 - Internet Fiber	733.73	137179	3/12/2026
V000814 CALIFORNIA ASSOCIATION FOR PROPERTY & EVIDENCE	Tuition for California Association for Property and Evidence for Nuvia Rodriguez	1,000.00	137178	3/12/2026
V001466 POWER PLUS	generator rental 10/23/25 - 11/19/25	7,900.90	137177	3/12/2026
V002013 SELMAN & COMPANY LLC	Ward Smith - Life Policy Coverage for February 2026	5.00	137176	3/12/2026
V001058 FLOCK SAFETY	Surveillance cameras at Navigation Center	29,700.00	137175	3/12/2026
V001626 STATE FIRE TRAINING	Navarro Fire Fighter Certification Task Book	75.00	137174	3/12/2026
V001626 STATE FIRE TRAINING	Aguirre Fire Fighter Certification Task Book	75.00	137173	3/12/2026
V001443 PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS IN	Cameras Video Monitoring - Quarterly	14,595.00	137172	3/12/2026
V001138 HIRSCH PIPE AND SUPPLY	Supplies for Champions Sports Complex	35.80	137171	3/12/2026
V001140 MYERS & SONS HI-WAY SAFETY INC	Street Supplies - Signs	682.73	137170	3/12/2026
V000636 SOUTHERN CALIFORNIA EDISON	SoCal Edison Charges - January to February 2026	48,698.12	137169	3/12/2026
V000636 SOUTHERN CALIFORNIA EDISON	SoCal Edison Charges - November to December 2025	81,667.76	137168	3/12/2026
V001132 HF&H CONSULTANTS LLC	SB 1383Contract Assistance: Jan 2026	9,312.00	137167	3/12/2026
V002020 GRIZZLY ENTERTAINMENT LLC	Deposit - Drone show for Centennial Birthday Celebration	7,500.00	137166	3/12/2026
V001086 GLASBY MAINT. SUPPLY CO.	FY 25-26 Janitorial Services - Urinal Screen Wave, Optima Bath Tissue, Terragreen Kick Plus 12x1	410.53	137165	3/12/2026
V002093 FULLY INVOLVED	Fire Plan Check Services	949.00	137164	3/12/2026
V001029 FACTORY MOTOR PARTS	FY 25-26: Vehicle Repair Parts - Odor Buster Auto Fogger, 2 1/8 (54mm) Square All	66.05	137163	3/12/2026
V002124 ANGELS BASEBALL LP	100 - Centennial Hats for Angels v. Dodgers Game on 03/22/2026	500.00	137162	3/12/2026
V001590 SKYHAWKS SPORTS ACADEMY LLC	Instructor Payment Winter 2026	417.60	137161	3/12/2026
V001658 TEAM ONE MANAGEMENT	February 2026 - Janitorial Services for Park Restrooms	7,274.75	137160	3/12/2026
V001663 THE BEE MAN	Work done at Whitten Center	245.00	137159	3/12/2026
V000734 ASSI SECURITY INC	Install Access Control & CCTV at PSB	34,640.99	137158	3/11/2026
Total		1,539,136.82		

City of Placentia
ACH-EFT Register 3/12/2026

Vendor	Date	Memo	Document Number	Amount	EFT Status
V000831 CALIFORNIA STATE DISBURSEMENT UNIT	3/12/2026	CHILD SUPP-CA PE02/28/26 PD03/06/26		2,024.28	ACH - Paid Online
V001752 WASHINGTON STATE DEPARTMENT OF SOCI	3/12/2026	CHILD SUPP-WA PE02/28/26 PD03/06/26		737.07	ACH - Paid Online
V001325 MISSION SQUARE	3/12/2026	401A MGMT PE02/28/26 PD 03/06/26		2,706.95	ACH - Paid Online
V001325 MISSION SQUARE	3/12/2026	457 PE02/28/26 PD03/06/26		48,529.53	ACH - Paid Online
V001007 EMPLOYMENT DEVELOPMENT DEPT	3/12/2026	CA TAX PE02/28/26 PD03/06/26		56,483.74	ACH - Paid Online
V001173 INTERNAL REVENUE SERVICE	3/12/2026	FED TAX PE02/28/26 PD03/06/26		168,171.29	ACH - Paid Online
V000622 AMAZON CAPITAL SERVICES	3/12/2026	Fire station supplies	00000092/3	3,263.38	EFT Payment
V001798 BRIGHTVIEW LANDSCAPE SERVICES INC	3/12/2026	Park Landscaping Services - March	00000092/4	20,091.32	EFT Payment
V000794 BRENNAN FIRE AND SECURITIES INC	3/12/2026	Fire & Security Alarm Repairs Phase 2	00000092/5	48,076.40	EFT Payment
V000725 ARAMARK REFRESHMENT SERVICES	3/12/2026	Coffee Supplies-Rental	00000092/6	1,438.23	EFT Payment
V000711 AMTECH ELEVATOR SERVICES	3/12/2026	Annual Elevator Testing	00000092/7	2,200.00	EFT Payment
V001801 KOSMONT TRANSACTIONS SERVICES INC	3/12/2026	Project 2307.6 Placentia KMTC	00000092/8	2,238.16	EFT Payment
V001567 SECO ELECTRIC & LIGHTING INC	3/12/2026	Tuffree Middle School Light Repair	00000092/9	4,796.19	EFT Payment
V002166 GAVIN HOUN	3/12/2026	2/25-26 CSMFO - PER DIEM EXPENSES/TRAVEL	00000092/10	334.08	EFT Payment
V001458 PLACENTIA POLICE OFFICERS ASSOCIATION	3/12/2026	PPOA PE02/28/26 PD03/06/26	00000092/11	3,119.12	EFT Payment
V001457 PLACENTIA POLICE MANAGEMENT	3/11/2026	PPMA PE02/28/26 PD03/06/26	00000092/1	1,303.65	EFT Payment
V001453 PLACENTIA FIREFIGHTERS ASSOCIATION	3/11/2026	PFFA PE02/28/26 PD03/06/26	00000092/2	1,050.00	EFT Payment
V001805 ORACLE AMERICA INC	3/12/2026	Financials ERP Software System	00000092/12	1,932.00	EFT Payment
V000046 JAMES BANISTER	3/12/2026	Class Registration Reimbursement for J. Banister	00000092/13	235.75	EFT Payment
V001818 CHARLES ABBOTT ASSOCIATES INC	3/12/2026	FOG Program MGMT SVS - Feb 2026	00000092/14	3,713.75	EFT Payment
V000622 AMAZON CAPITAL SERVICES	3/12/2026	Amazon - IT Dept	00000092/15	186.69	EFT Payment
V001164 INFRASTRUCTURE ENGINEERS	3/12/2026	Crowther Sewer Services for January 1 - 31, 2026	00000092/16	4,292.50	EFT Payment
V000629 KRONOS SAASHR, INC	3/12/2026	JAN - UKG Subscription	00000092/17	12,007.39	EFT Payment
V000629 KRONOS SAASHR, INC	3/12/2026	UKG Subscription	00000092/18	6,812.89	EFT Payment
Total				395,744.36	

Total ACH	278,652.86
Total EFT	117,091.50
	395,744.36

City of Placentia
Check Register 3/19/26

Name	Memo	Amount	Document Number	Date
V000769 BEN CLARK TRAINING CENTER	Fabian Valdez - Arrest ,Control PSP and Baton Update training	128	137222	3/19/2026
V001399 ORANGE COUNTY IRONWORKS INC	Gate and Fence repairs: West Crowther Ave	2400	137223	3/19/2026
V000853 CELLEBRITE USA INC	Nathan Iniguez - Cellebrite Certified Operator for Inseyets training	4845	137224	3/19/2026
V000005 ALEXANDER DIAZ	Let's Dance February 2026	400	137225	3/19/2026
V000922 CPOA	Agency Membership	1874.25	137226	3/19/2026
V002143 BSN SPORTS	Beacon CH Base Anchors	863.76	137227	3/19/2026
V002169 EBEGUE OGIAMIEN	Damage Deposit Refund	180	137228	3/19/2026
V001110 GREENFIELDS OUTDOOR FITNESS INC	Kraemer Park Outdoor Fitness Equipment	2430.56	137229	3/19/2026
V001138 HIRSCH PIPE AND SUPPLY	'Plumbing Repair Materials - Gomez Center	398.89	137230	3/19/2026
V001152 IACP	IACP Membership - Anderson	110	137231	3/19/2026
V002145 INTERIOR DEMOLITION, INC	Retention Payout	4393.65	137232	3/19/2026
V001262 LN CURTIS & SONS	PD Uniforms - Valdez	223.77	137233	3/19/2026
V001262 LN CURTIS & SONS	PD Uniforms - Garza	356.62	137234	3/19/2026
V001266 LONG BEACH BMW MOTORCYCLES	PD Motorcycle Repairs	1138.14	137235	3/19/2026
V001268 LOS ALTOS TROPHY CO	Placentia Youth Basketball Championship Medals Invoice 100048	1144.32	137236	3/19/2026
V001814 THE SALVATION ARMY	Navigation Center Management Services FY 25 -26 - October 2025	447632.48	137237	3/19/2026
V000688 ALL CITY MANAGEMENT SERVICES INC	2/15-28 Crossing Guard Services	5274.72	137238	3/19/2026
V001317 MIDAMERICA	4Q25 Administration Fee (ER)	25	137239	3/19/2026
V001406 ORANGE COUNTY TREASURER TAX COLLECTOR	FEBRUARY 2026 PARKING CITATIONS	7084	137240	3/19/2026
V001501 QUADIENT INC	Postage meter supplies	316.14	137241	3/19/2026
V000835 Vulcan Materials Co	Paving Materials: 3/05/26	2652.56	137242	3/19/2026
V001715 TURBO DATA SYSTEMS INC	Feb Parking Citation Services	2482.18	137243	3/19/2026
V000326 TLC Animal Removal Services	FY 25-26: Dead Animal Removal Services: Feb 2026	600	137244	3/19/2026
V001680 THREADCRAFT EMBOIDERY & PRINTING	Staff Jacket	75.08	137245	3/19/2026
V001663 THE BEE MAN	2101 Tuffree Blvd, Invoice 136833	295	137246	3/19/2026
V001346 NAPA AUTO PARTS	Fleet Repair Supplies	163.16	137247	3/19/2026
V001346 NAPA AUTO PARTS	Fleet Repair Supplies	16.15	137248	3/19/2026
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for IT, Desktop Support Analyst	2633.4	137249	3/19/2026
V001606 SOUTHERN CALIFORNIA NEWS GROUP	Newspaper Publications for January 2026	1995.69	137250	3/19/2026
V001558 SC FUELS	Fuel Purchases: 02/16/26 - 2/28/26	10933.99	137251	3/19/2026
V001148 HR GREEN PACIFIC INC	FY 25-26 On-Call Plan Check: Jan 2026	4868.75	137252	3/19/2026
V001826 ADVANTEC CONSULTING ENGINEERS INC.	Golden Ave Bridge Construction support: Dec - Feb	750	137253	3/19/2026
V000734 ASSI SECURITY INC	HID	2793.44	137254	3/19/2026
V002170 DANIEL AYALDE	Refund for Credit Card Transaction Fee	123.88	137255	3/19/2026
V001093 GOLDEN STATE COMMUNICATIONS INC	Two-Way Radio & Airtime Subscription	4200	137256	3/19/2026
V001029 FACTORY MOTOR PARTS	FY 25-26: Vehicle Repair Parts	454.73	137257	3/19/2026
V001031 FAIRWAY FORD	FY 25-26 Vehicle Repair Parts/Services: Tube Assembly	290.01	137258	3/19/2026
V002116 SAGONA'S ALL CITY BACKFLOW	Annual Backflow Testing	3435	137259	3/19/2026

V001612 SOUTHWEST LIFT & EQUIPMENT INC	Vehicle Lift Inspection and Repair	1723.55	137260	3/19/2026
V001013 EPIC LAND SOLUTIONS INC.	GoldenAv Bridge JL61116	822.03	137261	3/19/2026
V000616 AT&T	Ipads Acct# 287248890794 - Feb 2026	515.73	137262	3/19/2026
V000903 COMMERCIAL AQUATIC SERVICES	Civic Center Fountain Maintenance: February 2026	700	137263	3/19/2026
V001029 FACTORY MOTOR PARTS	FY 25-26: Vehicle Repair Parts	160.43	137264	3/19/2026
V001138 HIRSCH PIPE AND SUPPLY	Plumbing Repair Materials - City Hall	38.13	137265	3/19/2026
V001146 HOUSTON & HARRIS PCS INC	Emergency Work at Jefferson	344.85	137266	3/19/2026
V001301 MCFADDEN-DALE HARDWARE CO.	Facilities Supplies Silica Sand Num 60	111.85	137267	3/19/2026
V001716 TURNOUT MAINTENANCE COMPANY LLC	PPE Cleaning	231.1	137268	3/19/2026
V001727 UNITED RENTALS NORTH AMERICA INC.	Concrete Trailer Mixer + Cover Drum	284.65	137269	3/19/2026
V001794 COUNTY OF ORANGE	February AFIS Services	1565	137270	3/19/2026
V001501 QUADIENT INC	April 2026 Services	136.86	137271	3/19/2026
V002149 BANNER BANK	Retention - RJ Noble Pay App 2	83861.62	137272	3/19/2026
V001029 FACTORY MOTOR PARTS	FY 25-26: Vehicle Repair Parts	203	137273	3/19/2026
V001203 JONES & MAYER	Placentia - Ballot Measures - William Berry	58274.54	137274	3/19/2026
V001558 SC FUELS	Fuel Purchases: 03/01/26 - 03/15/26	14069.92	137275	3/19/2026
V000892 CLIFTONLARSONALLEN LLP	Financial Audit FY24/25	12470.96	137276	3/19/2026
V000616 AT&T	FirstNet Fire & PD FAN # 08048052 - Feb 2026	2379.93	137277	3/19/2026
V000616 AT&T	Acct 333291678 - CH Fiber	107	137278	3/19/2026
V000616 AT&T	FirstNet FAN # 57557082 - Feb 2026	1820.18	137279	3/19/2026
V001606 SOUTHERN CALIFORNIA NEWS GROUP	Newspaper Publications for February 2026	1915.05	137280	3/19/2026
V000835 Vulcan Materials Co	Paving Materials	1199.7	137281	3/19/2026
V001165 INGLIS IMPORTS INC	K9 Maintenance Training Enzo 7 Zero	5000	137282	3/19/2026
V001188 JACOB GREEN & ASSOCIATES INC	Facilitation Services-Team Building, Council Goal Setting	9152	137283	3/19/2026
Overall Total		717070.4		

City of Placentia
ACH-EFT Register 3/19/2026

Vendor	Date	Memo	Document Number	Amount	EFT Status
V001480 PRINCIPAL NATIONAL LIFE INSURANCE	3/19/2026	APRIL 2026 _ Whole Life Insurance - Executive Bonus		1,573.82	ACH - Paid Online
V000622 AMAZON CAPITAL SERVICES	3/19/2026	Coffee & Office Supplies	00000095/1	170.64	EFT Payment
V000869 CIRA	3/19/2026	CIRA Gen Liability Deductible Quarterly	00000095/2	50,088.93	EFT Payment
V000086 MICHAEL BUTTS	3/19/2026	February Toll Road Charges	00000095/3	279.25	EFT Payment
V000138 DREW BRIAN	3/19/2026	Meal and Mileage reimbursement for Arrest and Control PSP and	00000095/4	55.59	EFT Payment
V000189 JOSEPH GILLIS	3/19/2026	Meals reimbursement for Arrest and Control PSP and Baton Upda	00000095/5	45.00	EFT Payment
V000564 FABIAN VALDEZ	3/19/2026	Reimbursement for Meals - SFST	00000095/6	135.00	EFT Payment
V000233 MATT HERREN	3/19/2026	Reimbursement for meals and mileage for Arrest & Control Baton	00000095/7	325.02	EFT Payment
V000410 PEREZ LARISSA	3/19/2026	Meal reimbursement for Tactical Searching with K9 training	00000095/8	172.00	EFT Payment
V000437 RADOMSKI DAVID	3/19/2026	Meal reimbursement for Management Course - Module C	00000095/9	303.00	EFT Payment
V002171 SHELLEY KENNELL	3/19/2026	PE License renewal fee	00000095/10	180.00	EFT Payment
V002172 GABRIEL GUERRERO-GABANY	3/19/2026	PE License renewal fee	00000095/11	180.00	EFT Payment
V001424 PARKHOUSE TIRE INC	3/19/2026	FY 25-26: Tires for City Vehicles	00000095/12	1,235.06	EFT Payment
V001486 PRUDENTIAL OVERALL SUPPLY	3/19/2026	Uniform Laundry Service: March 4, 2026	00000095/13	336.26	EFT Payment
V001549 SAGECREST PLANNING AND ENVIRONI	3/19/2026	February 2026 On-Call Building Inspection Services	00000095/14	1,558.00	EFT Payment
V001711 TRUIST GOVERNMENTAL FINANCE	3/17/2026	990500034600002 2/1/2026	00000094/1	108,000.62	EFT Payment
V001711 TRUIST GOVERNMENTAL FINANCE	3/17/2026	990500034600001 2/1/2026	00000094/2	206,295.99	EFT Payment
V002163 ADEL REFAIE	3/19/2026	CPRS 2026 - Travel Expense	00000095/15	129.00	EFT Payment
V002164 TRENT M PRESTON	3/19/2026	CPRS 2026 - Travel Expense	00000095/16	129.00	EFT Payment
V000608 FELIPE ZAMBRANO	3/19/2026	CPRS 2026 - Travel Expense	00000095/17	260.95	EFT Payment
V002165 MICHELLE S KHZOUZ	3/19/2026	CPRS 2026 - Travel Expense	00000095/18	207.30	EFT Payment
V000711 AMTECH ELEVATOR SERVICES	3/19/2026	FY 25-26: Elevator Maintenance Services: Feb 2026	00000095/19	356.00	EFT Payment
V000934 CSG CONSULTANTS INC	3/19/2026	February 2026 On-Call Building Services - Building Plan Review	00000095/20	13,730.84	EFT Payment
V001531 RJ NOBLE COMPANY	3/19/2026	FY 24-25 Residential Street Rehab Project	00000095/21	1,593,370.72	EFT Payment
V000944 DTA Public Finance INC	3/19/2026	February 2026Development Impact Fee Study	00000095/22	8,448.06	EFT Payment
V002148 CO BROTHERS LLC	3/19/2026	Old Town Facade Improvement Project - Pay App 2	00000095/23	60,490.09	EFT Payment
V000290 LEMUS FREDDY	3/19/2026	Meals and Mileage reimbursement for Arrest and Control PSP an	00000095/24	72.26	EFT Payment
V000210 GRIFFITH CHELSIE	3/19/2026	Reimbursement for meals and mileage for Civilian Leadership tria	00000095/25	112.04	EFT Payment
V000448 REVARD TAYLOR	3/19/2026	Meal reimbursement for Arrest and Control PSP and Baton Updat	00000095/26	45.00	EFT Payment
V000287 DANIEL LEE	3/19/2026	Meal and Mileage reimbursement for Arrest & Control PSP and Ba	00000095/27	88.65	EFT Payment
V001462 PLACEWORKS	3/19/2026	February 2026 SP5 Update	00000095/28	8,332.50	EFT Payment
V001010 ENTERPRISE FLEET MANAGEMENT	3/19/2026	PD VH Lease Charges March 2026	00000095/29	49,626.95	EFT Payment
		Total ACH		1,573.82	
		Total EFT		2,104,759.72	
		Payroll 2601006		661,521.97	
		Grand total		2,767,855.51	

City of Placentia
Check Register 3/26/26

Name	Memo	Amount	cument Num	Date
V001678 THINKSUPPLIES.COM	Paper-Office Supplies	236.64	137324	3/26/2026
V001262 LN CURTIS & SONS	PD Uniforms - Yamaguchi	131.50	137323	3/26/2026
V001048 FIREMAN'S GRAPHIC'S	ID name tags	247.96	137322	3/26/2026
V001794 COUNTY OF ORANGE	PD Radio equipment install/removal	3,983.47	137321	3/26/2026
V001794 COUNTY OF ORANGE	Q3 Animal Shelter Construction Payment	15,153.93	137320	3/26/2026
V001400 ORANGE COUNTY KARATE CENTER LLC	Instructor Payment - Winter 2026	26.00	137319	3/26/2026
V002078 YORBA COUNTRY CAR WASH	Car wash services: Feb 2026	323.00	137318	3/26/2026
V001479 PRIMEX CLINICAL LABORATORIES INC	Placentia Fire Training	323.00	137317	3/26/2026
V002177 J MARTIN IAQ	Cancellation of Building Permit #B26-0185 for 612 Pinehurst Ave	1,689.00	137316	3/26/2026
V001500 QUADIENT FINANCE USA INC	ACCT # 7900 0440 8052 1796	7,030.00	137315	3/26/2026
V001662 THE ART OF DANCE & BALLET ACADEMY	Instructor Payment - Winter 2026	361.40	137314	3/26/2026
V001812 TEMPORARY STAFFING PROFESSIONALS IN(	Contract Temp for IT, Desktop Support Analyst	1,316.70	137313	3/26/2026
V001590 SKYHAWKS SPORTS ACADEMY LLC	Instructor Payment - Winter 2026	417.60	137312	3/26/2026
V001266 LONG BEACH BMW MOTORCYCLES	PD Motorcycle Repairs	940.02	137311	3/26/2026
V001848 JOHNNY ALLEN TENNIS ACADEMY	Instructor Payment - Winter 2026	327.60	137310	3/26/2026
V001138 HIRSCH PIPE AND SUPPLY	Acct# 18099	31.94	137309	3/26/2026
V001136 HINDERLITER DE LLAMAS & ASSOC	Contract Services - Transactions Tax - Jan-Mar	2,571.29	137308	3/26/2026
V000484 JESSICA RUGGLES	Instructor Payment - Winter 2026	612.00	137307	3/26/2026
V000903 COMMERCIAL AQUATIC SERVICES	Pool Maintenance Contract	1,500.00	137306	3/26/2026
V000623 ANAHEIM ICE	Instructor Payment - Winter 2026	222.30	137305	3/26/2026
V000648 911VEHICLE	Battery Replacement	1,939.50	137304	3/26/2026
V001188 JACOB GREEN & ASSOCIATES INC	Council Goal Setting	3,718.00	137303	3/26/2026
V000656 ADMINSURE	February 2026: Worker's Compensation Claims	5,310.00	137302	3/26/2026
V001262 LN CURTIS & SONS	5 Gal. A/B Fluorine Free Firefighting Foam	2,030.00	137301	3/26/2026
V001374 NORTH NET TRAINING AUTHORITY	Murphy - Company Officer 2B and 2E Classes	830.00	137300	3/26/2026
V001732 US BANK PARS #6746022400	PARS PE03/14/26 PD03/20/26	3,254.26	137299	3/26/2026
V001396 ORANGE COUNTY EMPLOYEES ASSN	OCEA PE03/14/26 PD03/20/26	575.00	137298	3/26/2026
V001779 YORBA LINDA WATER DISTRICT	Yorba Linda Water District Charges January to February 2026	536.33	137297	3/26/2026
V001588 SITEONE LANDSCAPE SUPPLY LLC	FY 25-26: Irrigation Supplies	2,250.60	137296	3/26/2026
V001790 WILLDAN ENGINEERING	SSMP Update and Audit Services Thru 2/27/26	1,490.50	137295	3/26/2026
V001346 NAPA AUTO PARTS	Fleet Repair Supplies	980.90	137294	3/26/2026
V001301 MCFADDEN-DALE HARDWARE CO.	Facilities Supplies: Brass Hex	95.36	137293	3/26/2026
V002000 INTERNATIONAL CODE COUNCIL INC	ICC Membership (4/23/26 through 4/22/27)	310.00	137292	3/26/2026
V001256 LIEBERT CASSIDY WHITMORE	FLSA Advice/Council: For professional services rendered through February 28, 2026	1,379.50	137291	3/26/2026
V001067 FRANCHISE TAX BOARD	FTB PE03/14/26 PD03/20/26	107.73	137290	3/26/2026
V000903 COMMERCIAL AQUATIC SERVICES	Civic Center Fountain Maintenance: January 2026	700.00	137289	3/26/2026
V000747 AXIS GENERAL CONTRUCTION INC	Feb 2026 Monthly PM: Kraemer	2,925.00	137288	3/26/2026
V001434 PCEA C/O NORTH ORANGE CO	PCEA PE03/14/26 PD03/20/26	49.68	137287	3/26/2026
V002176 EDGAR TABARES	C&D Roof bond reimbursement: 30-26-009: 1046 Snow Ln	100.00	137286	3/26/2026
V001697 TRAFFIC MANAGEMENT	Late Charge	113.89	137285	3/26/2026
V001780 YORBA REGIONAL ANIMAL HOSPITAL	K9 Medical Services - Enzo	124.99	137284	3/26/2026
Total		66,266.59		

City of Placentia
ACH-EFT 03/26/2026

Vendor	Date	Memo	Amount	EFT Status
V000831 CALIFORNIA STATE DISBURSEMENT UNIT	3/26/2026	CHILD SUPP-CA PE03/14/26 PD03/20/26	2,023.41	ACH - Paid Online
V001325 MISSION SQUARE	3/26/2026	401A MGMT PE03/14/26 PD 03/20/26	2,706.96	ACH - Paid Online
V001752 WASHINGTON STATE DEPARTMENT OF SOCIA	3/26/2026	CHILD SUPP-WA PE03/14/26 PD03/20/26	737.07	ACH - Paid Online
V000829 CALIFORNIA PUBLIC EMPLOYEE'S RETIREMEN	3/26/2026	CALPERS PE01/03/26 PD01/09/26	622,085.74	ACH - Paid Online
V001007 EMPLOYMENT DEVELOPMENT DEPT	3/26/2026	CA TAX PE03/14/26 PD03/20/26	45,117.04	ACH - Paid Online
V001173 INTERNAL REVENUE SERVICE	3/26/2026	FED TAX PE03/14/26 PD03/20/26	135,510.19	ACH - Paid Online
V001325 MISSION SQUARE	3/26/2026	401A FIRE PE03/14/26 PD03/20/26	48,563.04	ACH - Paid Online
V001086 GLASBY MAINT. SUPPLY CO.	3/26/2026	FY 25-26 Janitorial Services: Graffiti removal	3,123.81	EFT Payment
V001723 UNDERGROUND SERVICE ALERT/SC	3/26/2026	Monthy Database Maintenance Fee	182.63	EFT Payment
V001457 PLACENTIA POLICE MANAGEMENT	3/26/2026	PPMA PE03/14/26 PD03/20/26	1,216.74	EFT Payment
V001458 PLACENTIA POLICE OFFICERS ASSOCIATION	3/26/2026	PPOA PE03/14/26 PD03/20/26	3,092.86	EFT Payment
V001453 PLACENTIA FIREFIGHTERS ASSOCIATION	3/26/2026	PFFA PE03/14/26 PD03/20/26	1,050.00	EFT Payment
V000743 AVENU INSIGHTS & ANALYTICS LLC	3/26/2026	Short Term Rental Setup & Compliance Pro Bundle Year 2 - 2/24/26-2/23/27	6,300.00	EFT Payment
V000622 AMAZON CAPITAL SERVICES	3/26/2026	Amazon Check Invoice 16TH-CXYK-7793	2,168.53	EFT Payment
V001076 GAMETIME	3/26/2026	Goldenrod Rope Replacement for Playground	640.57	EFT Payment
V001567 SECO ELECTRIC & LIGHTING INC	3/25/2026	Light repairs at Parque de Los Ninos	1,640.77	EFT Payment
V002156 WINSPIRE INC	3/26/2026	Celtic Journey: Ireland Adventure, Silent Auction Item for Mayor's Gala	2,999.00	EFT Payment
V000330 MARTINEZ JOHN	3/25/2026	Reimbursement for Meals and Miles for CAHN Southern Regio Training Day	103.29	EFT Payment
V000374 MAC NAVARRO	3/26/2026	Reimbursement for meals and mileage for Arrest and Control and Baton Upda	100.25	EFT Payment
V001756 WEATHERPROOFING TECHNOLOGIES INC	3/25/2026	Nav Center Roof Repair	8,390.00	EFT Payment
V001164 INFRASTRUCTURE ENGINEERS	3/26/2026	February 2026 Building & Safety Plan Check/Building (for September 2025 FI	1,380.00	EFT Payment
V000943 DATA TICKET INC.	3/26/2026	February 2026 Code Enforcement Citation Processing	2,190.15	EFT Payment
V000934 CSG CONSULTANTS INC	3/26/2026	February 2026 WELO Landscaping Plan Checking Fees	185.00	EFT Payment
Total			891,507.05	

Total ACH	856,743.45
Total EFT	34,763.60
	891,507.05

City of Placentia
EFT Register 03/30/2026

Vendor	Date	Memo	Document Number	Amount	EFT Status
E000004 ALBERT BERMUDEZ	3/30/2026	Apr - Medican ins reimb	00000099/1	560.00	EFT Payment
E000126 Aldwir Mamoun	3/30/2026	Apr - Medican ins reimb	00000099/84	865.44	EFT Payment
E000008 ANDREW DEAN	3/30/2026	Apr - Medican ins reimb	00000099/83	1,810.00	EFT Payment
E000389 ARLENE J OLEA	3/30/2026	Apr - Medican ins reimb	00000099/82	522.78	EFT Payment
E000013 ARLENE M COOK	3/30/2026	Apr - Medican ins reimb	00000099/81	522.78	EFT Payment
E000485 ARNULFO RUIZ	3/30/2026	Apr - Medican ins reimb	00000099/80	1,282.00	EFT Payment
E000014 ARTHUR BURGNER	3/30/2026	Apr - Medican ins reimb	00000099/79	522.78	EFT Payment
E000456 AIDA RIVERA	3/30/2026	Apr - Medican ins reimb	00000099/78	180.39	EFT Payment
E000431 ERIC POINT	3/30/2026	Apr - Medican ins reimb	00000099/77	2,163.60	EFT Payment
E002112 JOEL H CARDENAS	3/30/2026	Apr - Medican ins reimb	00000099/76	1,282.00	EFT Payment
E000096 ROBERT CHANG	3/30/2026	Apr - Medican ins reimb	00000099/75	1,277.00	EFT Payment
E000565 THOMAS VALENTINE	3/30/2026	Apr - Medican ins reimb	00000099/74	2,163.60	EFT Payment
E000039 GEOFFREY COBBETT	3/30/2026	Apr - Medican ins reimb	00000099/73	522.78	EFT Payment
E000453 RUSSELL J RICE	3/30/2026	Apr - Medican ins reimb	00000099/72	1,380.00	EFT Payment
E000601 BRIAN YAMAGUCHI	3/30/2026	Apr - Medican ins reimb	00000099/71	1,093.90	EFT Payment
E000590 STEPHEN WIEST	3/30/2026	Apr - Medican ins reimb	00000099/70	522.78	EFT Payment
E000143 NORMAN ECKENRODE	3/30/2026	Apr - Medican ins reimb	00000099/69	522.78	EFT Payment
E000413 ROBERT PEREZ	3/30/2026	Apr - Medican ins reimb	00000099/68	180.39	EFT Payment
E000098 ROBERTA JO DICKSON	3/30/2026	Apr - Medican ins reimb	00000099/67	180.39	EFT Payment
E000254 ROBERT JENKINS	3/30/2026	Apr - Medican ins reimb	00000099/66	1,169.00	EFT Payment
E000093 PRESTON DAVID	3/30/2026	Apr - Medican ins reimb	00000099/65	522.78	EFT Payment
E000480 RICHARD D ROSE	3/30/2026	Apr - Medican ins reimb	00000099/64	180.39	EFT Payment
E000059 JOHN T ARMSTRONG	3/30/2026	Apr - Medican ins reimb	00000099/63	1,132.00	EFT Payment
E000097 ROBERT D'AMATO	3/30/2026	Apr - Medican ins reimb	00000099/62	180.39	EFT Payment
E000505 BEVERLY SCHLIEDER	3/30/2026	Apr - Medican ins reimb	00000099/61	865.44	EFT Payment
E000528 GARY A SPRAGUE	3/30/2026	Apr - Medican ins reimb	00000099/60	1,160.00	EFT Payment
E000173 KAREN GALLANT	3/30/2026	Apr - Medican ins reimb	00000099/59	522.78	EFT Payment
E000137 CAROL DOWNEY	3/30/2026	Apr - Medican ins reimb	00000099/58	522.78	EFT Payment
E000239 KATHERINE HOLTSCLAW	3/30/2026	Apr - Medican ins reimb	00000099/57	560.00	EFT Payment
E000597 LARRY M WORDEN	3/30/2026	Apr - Medical ins reimb	00000099/56	377.43	EFT Payment
E000051 JAY SCOTT AUDISS	3/30/2026	Apr - Medical ins reimb	00000099/55	2,593.00	EFT Payment
E000019 CAROLYN DAVIS	3/30/2026	Apr - Medical ins reimb	00000099/54	180.39	EFT Payment
E000426 STEPHEN PISCHEL	3/30/2026	Apr - Medical ins reimb	00000099/53	1,391.85	EFT Payment
E000420 WALTER PICHON	3/30/2026	Apr - Medical ins reimb	00000099/52	437.00	EFT Payment
E000584 KATHLEEN A WAHL	3/30/2026	Apr - Medical ins reimb	00000099/51	180.39	EFT Payment
E000349 SCOTT MILLSAP	3/30/2026	Apr - Medical ins reimb	00000099/50	2,410.60	EFT Payment
E000527 PHILIP J SOTO	3/30/2026	Apr - Medical ins reimb	00000099/49	522.78	EFT Payment
E000445 KIM R REDIFER	3/30/2026	Apr - Medical ins reimb	00000099/48	1,160.00	EFT Payment
E000185 KITTY GARNER	3/30/2026	Apr - Medical ins reimb	00000099/47	522.78	EFT Payment
E000256 ROBERT JONES	3/30/2026	Apr - Medical ins reimb	00000099/46	319.29	EFT Payment
E000255 SHARON JOHNSON	3/30/2026	Apr - Medical ins reimb	00000099/45	180.39	EFT Payment
E000020 CHARLES A BABCOCK	3/30/2026	Apr - Medical ins reimb	00000099/44	435.00	EFT Payment
E000348 RICHARD MILLER	3/30/2026	Apr - Medical ins reimb	00000099/43	1,160.00	EFT Payment
E000404 RAYNALD PASCUA	3/30/2026	Apr - Medical ins reimb	00000099/42	1,715.00	EFT Payment

City of Placentia
EFT Register 03/30/2026

E000049 JAMIE DELOS SANTOS	3/30/2026	Apr - Medical ins reimb	00000099/41	264.31	EFT Payment
E000529 JEFFREY STEPHEN	3/30/2026	Apr - Medical ins reimb	00000099/40	522.78	EFT Payment
E000537 DAVID M TAYLOR	3/30/2026	Apr - Medical ins reimb	00000099/39	573.00	EFT Payment
E000558 WILLIAM TRIFOS	3/30/2026	Apr - Medical ins reimb	00000099/38	1,160.00	EFT Payment
E000614 JOHN ZINN	3/30/2026	Apr - Medical ins reimb	00000099/37	560.00	EFT Payment
E002062 Joseph W Higgins	3/30/2026	Apr - Medical ins reimb	00000099/36	560.00	EFT Payment
E000058 JOHN P CHANDLER	3/30/2026	Apr - Medical ins reimb	00000099/35	1,586.00	EFT Payment
E000423 MATEO PINEDA	3/30/2026	Apr - Medical ins reimb	00000099/34	522.78	EFT Payment
E000172 GLENN H FULLER	3/30/2026	Apr - Medical ins reimb	00000099/33	1,160.00	EFT Payment
E000249 SUZETTE IRVINE	3/30/2026	Apr - Medical ins reimb	00000099/32	503.50	EFT Payment
E000085 MICHAEL BUSSE	3/30/2026	Apr - Medical ins reimb	00000099/31	842.15	EFT Payment
E000258 JANET JUAREZ	3/30/2026	Apr - Medical ins reimb	00000099/30	180.39	EFT Payment
E000033 DONALD BUNNELL	3/30/2026	Apr - Medical ins reimb	00000099/29	522.78	EFT Payment
E000458 MICHAEL ROACH	3/30/2026	Apr - Medical ins reimb	00000099/28	1,093.90	EFT Payment
E000272 RICHARD L KIRKLAND	3/30/2026	Apr - Medical ins reimb	00000099/27	180.39	EFT Payment
E000259 TERRELL JUDD	3/30/2026	Apr - Medical ins reimb	00000099/26	522.78	EFT Payment
E000184 JO ANN GARNER	3/30/2026	Apr - Medical ins reimb	00000099/25	180.39	EFT Payment
E000459 SANDRA ROBB	3/30/2026	Apr - Medical ins reimb	00000099/24	180.39	EFT Payment
E000452 MATTHEW REYNOLDS	3/30/2026	Apr - Medical ins reimb	00000099/23	854.32	EFT Payment
E000542 DARYLL L THOMANN	3/30/2026	Apr - Medical ins reimb	00000099/22	1,169.00	EFT Payment
E000299 DIANE M LITTLE	3/30/2026	Apr - Medical ins reimb	00000099/21	437.00	EFT Payment
E000492 LEE R SALE	3/30/2026	Apr - Medical ins reimb	00000099/20	522.78	EFT Payment
E000525 WARD SMITH	3/30/2026	Apr - Medical ins reimb	00000099/19	405.15	EFT Payment
E000577 WILLIAM VERSTYNEN	3/30/2026	Apr - Medical ins reimb	00000099/18	180.39	EFT Payment
E000301 CORINNE LOOMIS	3/30/2026	Apr - Medical ins reimb	00000099/17	560.00	EFT Payment
E000403 RICHARD PASCARELLA	3/30/2026	Apr - Medical ins reimb	00000099/16	2,410.60	EFT Payment
E000372 JOSEPH D NAJERA	3/30/2026	Apr - Medical ins reimb	00000099/15	560.00	EFT Payment
E000152 ROSALINDA ESPINOZA	3/30/2026	Apr - Medical ins reimb	00000099/14	560.00	EFT Payment
E000101 SHARLENE BEALS	3/30/2026	Apr - Medical ins reimb	00000099/13	180.39	EFT Payment
E000150 LILLIAN ESCOBOSA	3/30/2026	Apr - Medical ins reimb	00000099/12	503.50	EFT Payment
E000171 JUERGEN FRICKE	3/30/2026	Apr - Medical ins reimb	00000099/11	1,160.00	EFT Payment
E000080 MARLA ANDERSON	3/30/2026	Apr - Medical ins reimb	00000099/10	522.78	EFT Payment
E000320 MICHAEL L MAERTZWEILER	3/30/2026	Apr - Medical ins reimb	00000099/9	522.78	EFT Payment
E000538 LINDA TAYLOR	3/30/2026	Apr - Medical ins reimb	00000099/8	560.00	EFT Payment
E000213 DENNIS L GRIMM	3/30/2026	Apr - Medical ins reimb	00000099/7	435.00	EFT Payment
E000449 ROGER T REYES	3/30/2026	Apr - Medical ins reimb	00000099/6	522.78	EFT Payment
E000310 B J LOWREY	3/30/2026	Apr - Medical ins reimb	00000099/5	435.00	EFT Payment
E000346 JAMES MILANO	3/30/2026	Apr - Medical ins reimb	00000099/4	522.78	EFT Payment
E000399 GEORGE PALMER GEORGE	3/30/2026	Apr - Medical ins reimb	00000099/3	1,160.00	EFT Payment
E000336 JAMES MCELHINNEY	3/30/2026	Apr - Medical ins reimb	00000099/2	983.70	EFT Payment
Total				64,240.34	

City of Placentia
Check Register 04/02/2026

Name	Memo	Amount	Document Number	Date
V001317 MIDAMERICA	3Q25 Administration Fee (ER)	10.00	137344	4/2/2026
V001794 COUNTY OF ORANGE	Install Helmet Communications	889.04	137343	4/2/2026
V000861 CHARTER COMMUNICATIONS	Spectrum Acct 189952201	4,862.50	137342	4/2/2026
V001740 VERIZON WIRELESS	Acct 572549101-0001	1,859.19	137341	4/2/2026
V001812 TEMPORARY STAFFING PROFESSIONALS IN	Contract Temp for IT, Desktop Support Analyst	2,633.40	137340	4/2/2026
V000638 T-MOBILE	Acct 990643611 - Devices & Data	2,630.69	137339	4/2/2026
V000638 T-MOBILE	2/21-3/20 PD Phone Services	3,444.90	137338	4/2/2026
V001402 ORANGE COUNTY SANITATION DISTRICT	OCSD Capital Facilities Capacity Charge for February 20	69,885.80	137337	4/2/2026
V001354 NATIONAL TESTING NETWORK INC	Annual Renewal March 10, 2026 - March 10, 2027	500.00	137336	4/2/2026
V001318 MIKE RAAHAUGES SHOOTING ENTERPRISE	3/17 Range Training	150.00	137335	4/2/2026
V001262 LN CURTIS & SONS	PD Uniforms - Flores	202.70	137334	4/2/2026
V001794 COUNTY OF ORANGE	Feb OCATS Circuit Support	1,104.51	137333	4/2/2026
V000861 CHARTER COMMUNICATIONS	Spectrum Acct 189080101	1,185.36	137332	4/2/2026
V000853 CELLEBRITE USA INC	Cellebrite Subscription	13,999.39	137331	4/2/2026
V001127 HEALTHPOINTE MEDICAL GROUP INC	Pre-Employment Physical Exams	1,511.00	137330	4/2/2026
V000955 DEPARTMENT OF JUSTICE	Feb Livescan Screenings	300.00	137329	4/2/2026
V000734 ASSI SECURITY INC	HID Badge Cards	1,095.40	137328	4/2/2026
V000688 ALL CITY MANAGEMENT SERVICES INC	3/1-14 Crossing Guard Services	5,860.80	137327	4/2/2026
V000663 AIR EXCHANGE INC	Engine exhaust system maintenance	1,296.86	137326	4/2/2026
V002093 FULLY INVOLVED	Fire Plan Check Services - March	1,139.50	137325	4/2/2026
Total		114,561.04		

City of Placentia
ACH-EFT Register
04/02/2026

Vendor	Date	Memo	Document Number	Amount	EFT Status
V000829 CALIFORNIA PUBLIC EMPLOYEE'S RETIREME	4/2/2026	CALPERS PE02/28/26 PD03/06/26		165,320.79	ACH - Paid Online
V000829 CALIFORNIA PUBLIC EMPLOYEE'S RETIREME	4/2/2026	CALPERS PE03/14/26 PD03/20/26		156,150.88	ACH - Paid Online
V001593 SO CAL GAS	4/2/2026	So Cal Gas Charges - February to March 2026		319.70	ACH - Paid Online
V000460 JULIE ROBERTS	4/2/2026	Tuition Reimbursement - #24-31	00000100/3	1,111.50	EFT Payment
V000003 ALAN CLEVELAND	3/31/2026	Reimbursement for meals and mileage for Arrest and C	00000100/1	65.88	EFT Payment
V000337 BRIAN MCINERNEY	4/2/2026	Reimbursement for meals and mileage for Arrest and C	00000100/4	79.37	EFT Payment
V000166 HERMAN FLORES	4/2/2026	Reimbursement for meals and mileage for Arrest and C	00000100/5	76.61	EFT Payment
V000156 JACE EVERTSEN	4/2/2026	Reimbursement for meals and mileage for Arrest and C	00000100/6	73.86	EFT Payment
V000510 SERVIN CRISTAL	3/31/2026	Reimbursement for meals and mileage for Arrest and C	00000100/2	76.61	EFT Payment
V000141 EATON ALEX	4/2/2026	Reimbursement for meals and mileage for Arrest and C	00000100/7	64.00	EFT Payment
V000388 OLDHAM BRITTNEY	4/2/2026	Reimbursement for meals and mileage for Arrest and C	00000100/8	76.61	EFT Payment
V000539 TEJEDA SERGIO	4/2/2026	Reimbursement for meals and mileage for Arrest and C	00000100/9	75.74	EFT Payment
V002042 EMERGENCY AMBULANCE SERVICE, INC	4/2/2026	ALS - April 2026	00000100/10	61,666.67	EFT Payment
V000622 AMAZON CAPITAL SERVICES	4/2/2026	Office Chair Mats for Investigations	00000100/11	496.48	EFT Payment
V001203 JONES & MAYER	4/2/2026	Professional Legal Services	00000100/12	68,885.04	EFT Payment
V000064 JOSHUA CONTRERAS	4/2/2026	Reimbursement - Flat Tire Repairs	00000100/13	20.59	EFT Payment
V002181 RUBEN RUBALCAVA LOPEZ	4/2/2026	Reimbursement for Meals and Miles for Adult Correctio	00000100/14	815.85	EFT Payment
V000629 KRONOS SAASHR, INC	4/2/2026	Aug - UKG Subscription	00000100/15	6,836.30	EFT Payment
Total				462,212.48	

Total ACH-EFT	462,212.48
Payroll PR#2601007	667,267.72
Total	1,129,480.20

City of Placentia
Check register 04/09/2026

Name	Memo	Amount	Document Numbe	Date
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for IT, Desktop Support Analyst	2,079.00	137392	4/9/2026
V001878 BEST 5TH AVE INC	March PD Dry Cleaning Services	1,019.98	137391	4/9/2026
V001785 MINUTEMAN PRESS COVINA	PD Business Cards	103.58	137390	4/9/2026
V001443 PERIMETER PROTECTION AND SURVEILLANCE SYSTEI	Cameras Video Monitoring - Monthly	2,880.00	137389	4/9/2026
V002070 COLE HUBER LLP	Professional Legal Services - Feb 2026	1,312.00	137388	4/9/2026
V001732 US BANK PARS #6746022400	PARS PE03/28/26 PD04/03/26	3,327.96	137387	4/9/2026
V001396 ORANGE COUNTY EMPLOYEES ASSN	OCEA PE03/28/26 PD04/03/26	562.50	137386	4/9/2026
V001067 FRANCHISE TAX BOARD	FTB PE03/28/26 PD04/03/26	107.73	137385	4/9/2026
V001802 STERICYCLE INC	Shredding Services: February 2026	2,078.38	137384	4/9/2026
V001338 MUNICIPAL EMERGENCY SERVICES INC	Wildland Fire Gloves	63.67	137383	4/9/2026
V001515 RED 88 MEDIA LLC	City Meeting Broadcasts	2,076.00	137382	4/9/2026
V001300 MAVERICK DATA SYSTEMS	Warant Builder Software	2,000.00	137381	4/9/2026
V001780 YORBA REGIONAL ANIMAL HOSPITAL	K9 Medical Services - Enzo	57.83	137380	4/9/2026
V000326 TLC Animal Removal Services	Dead Animal Removal Services: March 2026	600.00	137379	4/9/2026
V002180 LINEGEAR FIRE & RESCUE	Structure Gloves for Station 1 and 2	2,686.13	137378	4/9/2026
V001701 TRANSUNION RISK & ALTERNATIVE	Acct ID# 49451	175.00	137377	4/9/2026
V001169 INSIGHT PUBLIC SECTOR INC	Microsoft Office 365 - Contract	81,959.23	137376	4/9/2026
V001061 FORENSIC NURSE SPECIALISTS INC	SART Exam Dr26-01030	1,700.00	137375	4/9/2026
V000873 CITY OF BREA	Placentia Fire Business Cards	49.84	137374	4/9/2026
V001145 HOTSY OF SOUTHERN CALIFORNIA	Fleet Repair Equipment	251.12	137373	4/9/2026
V002018 BURNETT PRINTING AND GRAPHICS	Fire promo pencils	230.55	137372	4/9/2026
V001515 RED 88 MEDIA LLC	City Meeting Broadcasts	1,384.00	137371	4/9/2026
V001262 LN CURTIS & SONS	PD Uniforms - Romero	1,815.23	137370	4/9/2026
V001301 MCFADDEN-DALE HARDWARE CO.	Facilities Supplies	137.06	137369	4/9/2026
V001793 CJ CONCRETE CONSTRUCTION INC.	Retention Payout	7,008.10	137368	4/9/2026
V001434 PCEA C/O NORTH ORANGE CO	PCEA PE03/28/26 PD04/03/26	48.60	137367	4/9/2026
V001678 THINKSUPPLIES.COM	Paper-Office Supplies	118.32	137366	4/9/2026
V000937 CT&T CONCRETE PAVING INC	Golden Ave Bridge Replacement Pay App #1	451,362.57	137365	4/9/2026
V000735 ASSOCIATION OF CALIFORNIA CITIES-ORANGE COUNT	2026 Membership Dues-Orange County	11,180.27	137364	4/9/2026
V000616 AT&T	AT&T Charges February- March 2026	14,270.88	137363	4/9/2026
V001075 GALLS LLC	Fire Uniforms - Lomeli	697.01	137362	4/9/2026
V001029 FACTORY MOTOR PARTS	FY 25-26: Vehicle Repair Parts	2,407.19	137361	4/9/2026
V000616 AT&T	AT&T Charges February - March 2026	6,524.17	137360	4/9/2026
V000835 Vulcan Materials Co	Paving Materials	1,562.23	137359	4/9/2026
V000946 DAY & NITE DOOR SERVICE	Fire Station 2 Power Supply - Door Repair	1,480.00	137358	4/9/2026
V000752 BADGE FRAME INC	PD Org Chart Name Tags	94.00	137357	4/9/2026
V000616 AT&T	AT&T Charges Jan.-Feb. 2026	15,041.68	137356	4/9/2026
V000953 DEPARTMENT OF CONSERVATION	Strong Motion Fees October through December 2025/5% City Issuance	815.71	137355	4/9/2026
V002053 COUNTY OF ORANGE -CASHIERING	Golden Ave Bridge Permit	674.66	137354	4/9/2026
V000872 CITY OF ANAHEIM	Traffic Signal Costs - 01/15/26 - 02/13/26	146.46	137353	4/9/2026
V001067 FRANCHISE TAX BOARD	FTB PE11/22, PD11/28/25	107.73	137352	4/9/2026
V000766 BEAR ELECTRICAL SOLUTIONS INC	Traffic Signal Maintenance/Repair - Oct 2025	20,845.26	137351	4/9/2026
V001757 WEST COAST ARBORISTS INC	Tree Planting; Job 91098	24,770.00	137350	4/9/2026
V001706 TRILLIUM	CNG Charges - January 2026	223.08	137349	4/9/2026
V001067 FRANCHISE TAX BOARD	FTB PE11/8, PD11/14/25	107.73	137348	4/9/2026
V001862 IOTUM INC.	Callbridge Subscription - April 2026	270.88	137347	4/8/2026
V000734 ASSI SECURITY INC	Server HVAC Repair and Access	77,980.75	137346	4/7/2026
V001810 FIRST AMERICAN DATA TREE LLC		416.67	137345	4/6/2026
Total		746,810.74		

City of Placentia
ACH-EFT Register 4/9/2026

Vendor	Date	Memo	Document Number	Amount	EFT Status
V000831 C	4/9/2026	CHILD SUPP-CA PE03/28/26 PD04/03/26		2,024.28	ACH - Paid Online
V001173 IN	4/9/2026	FED TAX PE03/28/26 PD04/03/26		136,339.75	ACH - Paid Online
V001325 M	4/9/2026	401A MGMT PE03/28/26 PD 04/03/26		2,706.96	ACH - Paid Online
V001752 W	4/9/2026	CHILD SUPP-WA PE03/28/26 PD04/03/26		737.07	ACH - Paid Online
V001094 G	4/9/2026	Golden State Water Charges February to March 2026		12,852.18	ACH - Paid Online
V000636 S	4/9/2026	SoCal Edison Charges - January to February 2026		65,075.41	ACH - Paid Online
V001094 G	4/9/2026	Golden State Water Charges Jan - Feb 2026		39,150.12	ACH - Paid Online
V001094 G	4/9/2026	Golden State Water Charges January - February 2026		2,301.09	ACH - Paid Online
V001007 E	4/9/2026	CA TAX PE03/28/26 PD04/03/26		44,702.52	ACH - Paid Online
V001325 M	4/9/2026	401A FIRE PE03/28/26 PD04/03/26		51,013.13	ACH - Paid Online
V002185 C	4/9/2026	Travel Reimbursement	00000103/2	702.15	EFT Payment
V000622 A	4/9/2026	March 2026 Amazon Office Supplies	00000103/3	2,183.34	EFT Payment
V000751 B	4/9/2026	Maintenance Equipment/Supplies	00000103/4	1,983.39	EFT Payment
V000751 B	4/9/2026	Magnum gatorline .095 5lb spool	00000103/5	659.82	EFT Payment
V001520 R	4/9/2026	February 2026 Service: Residential Solid Waste Collection Services	00000103/6	425,547.73	EFT Payment
V000711 A	4/9/2026	Elevator Maintenance Dec 2025	00000103/7	712.00	EFT Payment
V000640 U	4/9/2026	Lease Revenue Bonds Series 2020A (Federally Taxable)	00000103/8	3,344,018.12	EFT Payment
V000622 A	4/9/2026	Amazon - Risk - Ergonomics	00000103/9	1,306.96	EFT Payment
V000794 B	4/9/2026	Monthly Fire Alarm Monitoring: January 2026	00000103/10	441.00	EFT Payment
V000823 C	4/9/2026	March PD Blood Draws	00000103/11	1,239.04	EFT Payment
V001458 P	4/9/2026	PPOA PE1/17/26 Pay Date 1/23/26	00000103/12	3,119.12	EFT Payment
V001559 S	4/9/2026	FY 25-26: Street Sweeping Services: Feb 2026	00000103/13	14,608.00	EFT Payment
V001457 P	4/9/2026	PPMA PE03/28/26 PD04/03/26	00000103/14	1,216.74	EFT Payment
V001453 P	4/9/2026	PFFA PE03/28/26 PD04/03/26	00000103/15	1,050.00	EFT Payment
V001458 P	4/9/2026	PPOA PE03/28/26 PD04/03/26	00000103/16	3,012.15	EFT Payment
V001130 H	4/9/2026	Washer trailer mnt	00000103/17	374.24	EFT Payment
V000330 M	4/9/2026	Meal and Mileage reimbursement for UASI Active Shooter Response	00000103/18	191.12	EFT Payment
V000233 M	4/9/2026	Meals and Mileage reimbursement for Sherman Block SLI , Session 7	00000103/19	269.02	EFT Payment
V000564 F	4/9/2026	Meal reimbursement for UASI Active Shooter Response training	00000103/20	135.00	EFT Payment
V001527 R	4/7/2026	City Telephone Contract - Subscription	00000103/1	7,901.65	EFT Payment
Total				4,167,573.10	

Total ACH	356,902.51
Total EFT	3,810,670.59
	4,167,573.10

Agenda Item No: 1.d

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 21, 2026

Submitted by: Matthew Di Mario

From: Public Works

Subject:

SECOND READING AND ADOPTION OF ORDINANCE NO. O-2026-03, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, GRANTING TO CRIMSON CALIFORNIA PIPELINE, L.P., A FRANCHISE TO OPERATE AND MAINTAIN CERTAIN PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF HYDROCARBON SUBSTANCES IN THE CITY OF PLACENTIA

Financial Impact:

Fiscal Impact:

Revenue: $9,063.06 Annually (101-90000-4201)

Summary:

On September 7, 1999, Placentia City Council granted a franchise for the operation and maintenance of 846 linear feet of 6-inch pipeline in the City under Ordinance No. 99-O-122. This franchise was initially granted to Tosco Corporation, but due to company purchases and acquisitions, Resolution No. R-2006-07, authorized the transfer of the franchise to ConocoPhillips Company. On July 1, 2008, ConocoPhillips Company sold its pipeline system to Crimson California Pipeline, L.P. (Crimson) and Resolution No. R-2009-13, granted Crimson the franchise.

The current franchise has expired, and Crimson is requesting the City grant another franchise for an additional 25 years. On February 17, 2026, Placentia City Council approved Resolution No. R-2026-09, setting the Public Hearing for the March 17, 2026, City Council Meeting. On March 17, 2026, City Council conducted a Public Hearing for Ordinance No. O-2026-03.

This item recommends that the City Council adopt Ordinance No. O-2026-03, (Attachment 1), which will grant Crimson the right to operate and maintain 25,524 linear feet of pipeline in the City. The Ordinance shall take effect 30 days after its final passage.

Recommendation:

Recommended Action: It is recommended that the City Council:

Adopt Ordinance No. O-2026-03, An Ordinance of the City Council of the City of Placentia, California, granting to Crimson California Pipeline, L.P., a franchise to operate and maintain certain pipelines and appurtenances for the transportation of hydrocarbon substances in the City of Placentia

Strategic Plan Statement:
There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:
On September 7, 1999, Placentia City Council granted a franchise for the operation and maintenance of 846 linear feet of 6-inch pipeline in the City under Ordinance No. 99-O-122. This franchise was initially granted to Tosco Corporation, but due to company purchases and acquisitions, Resolution No. R-2006-07, authorized the transfer of the franchise to ConocoPhillips Company. On July 1, 2008, ConocoPhillips Company sold its pipeline system to Crimson California Pipeline, L.P. (Crimson) and Resolution No. R-2009-13, granted Crimson the franchise. The current franchise has expired, and Crimson is requesting the City grant a new franchise for an additional 25 years. On February 17, 2026, Placentia City Council approved Resolution No. R-2026-09, setting the Public Hearing for the March 17, 2026, City Council Meeting. A Public Hearing was later held on March 17, 2026, for the first reading of Ordinance No. O-2026-03.

A new franchise would allow Crimson to operate and maintain various sections of pipeline in the City. There are four pipeline locations subject to the proposed franchise agreement. The first pipeline is the Yorba Linda Gathering line. This is a 6-inch pipeline located south of Bastanchury Road and runs along Berkenstock Lane, Kilmer Drive, Hemingway Avenue, Faulkner Drive, and Bastanchury Road. This Yorba Linda line totals 3,231 linear feet. The second pipeline is the Richfield to Sterns line, a 6-inch pipeline totaling 13,153 linear feet. This section of pipeline is located along Valencia Avenue, Palm Drive, and Rose Drive. The third pipeline is the REDU Gathering line, totaling 8,941 linear feet. This 6-inch pipeline includes the streets of Rose Drive, Buena Vista Avenue, Van Buren Street, Cherry Street, Lincoln Street, Orangethorpe Avenue, Richfield Road, and Orchard Drive. The Chapman Line is the last pipeline that is subject to the franchise. This is a 6-inch pipeline located on Alta Vista Street at the north end of the Alta Vista and Rose Drive intersection, totaling 199 linear feet. The proposed franchise agreement totals 25,524 linear feet of pipeline throughout the City. Exhibit A shows all pipeline locations in detail.

This item recommends that the City Council adopt Ordinance No. O-2026-03, (Attachment 1), which will grant Crimson the right to operate and maintain 25,524 linear feet of pipeline in the City. The Ordinance shall take effect 30 days after its final passage.

Attachments
Attachment 1 - Ordinance No. O-2026-03
Attachment 1 - Exhibit A

ORDINANCE NO. O-2026-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, GRANTING TO CRIMSON CALIFORNIA PIPELINE, L.P., A FRANCHISE TO OPERATE AND MAINTAIN CERTAIN PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF HYDROCARBON SUBSTANCES IN THE CITY OF PLACENTIA

City Attorney's Summary

This ordinance would grant Crimson California Pipeline, L.P. a 25-year franchise to install, operate, maintain, replace, repair, and remove or abandon-in-place pipelines for the transportation of oil, petroleum, gas, gasoline, or other hydrocarbon substances or water, in, under, along and across certain public streets, highways and alleys within the City.

A. Recitals

WHEREAS, the City of Placentia previously granted a franchise for the subject pipelines by Ordinance No. 99-O-122 to Tosco Corporation, and later transferred this franchise to Crimson California Pipeline, L.P., pursuant to City Council Resolution No. R-2009-13; and

WHEREAS, Crimson California Pipeline, L.P. ("Crimson California") has been operating a pipeline in certain public streets pursuant to a franchise previously granted by the City, which franchise has now expired; and

WHEREAS, the City Council has received an application from Crimson California for the continued right and privilege to install, operate, maintain, replace, repair, and remove or abandon-in-place pipelines for the transportation of oil, petroleum, gas, gasoline, or other hydrocarbon substances or water, in, under, along, and across certain public streets, highways and alleys within the City; and

WHEREAS, the pipelines subject to the franchise include existing six-inch pipelines and appurtenances to transport hydrocarbon substances; and

WHEREAS, on September 7, 1999, the Council adopted Ordinance No. 99-O-122 which granted a pipeline franchise to Tosco Corporation, a Nevada Corporation; and

WHEREAS, effective January 1, 2003, Tosco Corporation merged with ConocoPhillips Company, a Delaware corporation; and

WHEREAS, on February 7, 2006, the Council adopted Resolution No. R-2006-07, consenting to the transfer of the franchise granted by Ordinance No. 99-O-122 to ConocoPhillips Company; and

WHEREAS, effective July 1, 2008, ConocoPhillips Company sold and assigned over its common-carrier crude oil pipeline system and idle pipelines located in Southern California, including those pipelines covered by Ordinance No. 99-O-122, to Crimson California; and

WHEREAS, on December 1, 2009, the City Council adopted Resolution R-2009-13, which authorized the transfer of the pipeline franchise as set forth in Ordinance No. 99-O-122, to Crimson California; and

WHEREAS, the pipeline franchise granted under Ordinance No. 99-O-122 expired on September 7, 2024; and

WHEREAS, pursuant to Resolution No. R-2026-09, adopted on February 17, 2026, the City Council declared its intention to grant a new franchise to Crimson California and set a public hearing on March 17, 2026, to consider objections to said franchise; and

WHEREAS, at a regular Council meeting held on, April 21, 2026 following said public hearing on the matter a new franchise was granted to Crimson California.

B. Ordinance

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

SECTION 1: TERMS AND CONDITIONS OF FRANCHISE

A. Terms of Franchise

This Franchise is hereby granted to Crimson California Pipeline, L.P., a California Limited Partnership herein after referred to as ("Grantee") for a term of 25 years from the effective date of this franchise; however, said franchise may be sooner terminated by voluntary surrender or abandonment by Grantee, or by forfeiture for noncompliance with the terms and provisions hereof. Grantee shall further have an option to extend this franchise for an additional 25-year term for a reasonable fee, to be negotiated by the parties hereto prior to the end of the initial 25-year term of this franchise. The parties shall commence negotiations on such fee upon notification from Grantee to the City of its election to renew this franchise, which notice shall be given no sooner than eighteen (18) months nor later than twelve (12) months prior to the expiration of the initial term.

B. Grant of Franchise

This franchise grants to Grantee the right, and privilege to install, operate, maintain, replace, repair, and remove or abandon-in-place pipelines for the transportation of oil, petroleum, gas, gasoline, or other hydrocarbon substances or water, in, under, along and across certain public streets, highways and alleys, hereinafter for convenience collectively referred to as “streets”, in the City of Placentia, County of Orange, State of California, hereinafter referred to as “City”, as described in Exhibit “A”, attached hereto and made a part hereof.

C. Appurtenances

The Grantee shall have the right to operate, maintain, repair, replace, and remove or abandon-in-place such scraper traps, manholes, flanges, conduits, culverts, valves, appliances, cathodic protection systems, attachments and other appurtenances (hereinafter for convenience collectively referred to as "appurtenances") as may be necessary or convenient for the proper maintenance and operation of the pipelines under this franchise.

D. Description and Location of Pipelines

A description of the six (6) inch pipelines and their locations are more fully set forth in Exhibit “A” attached hereto and incorporated herein by reference. Drawings indicating the location of the pipelines are on file in the Department of Public Works.

SECTION 2. STANDARDS FOR WORK AND MATERIALS

A. All work undertaken or performed, and all pipes and appurtenances laid or used pursuant to the provisions of this franchise shall be of the standard required by law, and by any governmental authority having jurisdiction on the premises.

B. Where not in conflict with the State law, or governmental authority having jurisdiction on the premises, all facilities placed, erected, constructed, laid, operated or maintained under the provisions of this franchise shall be placed, erected, constructed, laid, operated or maintained in accordance with and conforming to all of the ordinances, codes, rules and regulations now or hereafter adopted or prescribed by the City Council, and shall be of first class and standard material and subject to the approval of the Director of Public Works.

SECTION 3: PERMISSION FOR STREET EXCAVATIONS

Before making any opening or excavation in any street, or before disturbing the earth beneath the surface of the street, regardless of whether the surface thereof is damaged or removed or not, except in case of emergency, the Grantee shall:

A. File with the Director of Public Works a drawing, or drawings, showing the proposed location and character of any pipes, appurtenances, facilities or equipment to be constructed, erected, or installed in the street of the City.

B. Make application to the Director of Public Works in accordance with the provisions of the ordinance of the City in force and effect at the time of making such application and secure a permit therefor which shall indicate the approximate time, manner, and place of laying and using said pipes, appurtenances, facilities and/or equipment.

C. If the proposed location of any pipes, appurtenances, facilities, or equipment does not, or will not unreasonably interfere with use of the streets of the City and otherwise complies with this franchise and all City ordinances, the Director of Public Works shall approve the same, and issue a permit or permits therefor.

SECTION 4: COMPENSATION TO THE CITY

During the term of this Franchise, Grantee shall pay to the City an annual fee for this Franchise, said fee to be those fees prescribed by the California Public Utilities Code, Section 6231.5, provided that the rate is subject to increase to the maximum rate established in subsequent amendments of the California Public Utilities Code. Annual payments to be made pursuant to this Franchise shall be due and payable in arrears April 1 of each year of this Franchise. The initial fee under this Franchise shall be calculated using the current fee being paid under Ordinance No. 99-O-122, which is currently $9,063.06 and increased accordingly as provided for herein.

At the time of payment of fees by Grantee, Grantee shall file a verified statement with the City Clerk showing in detail the number of lineal feet and the diameter thereof, expressed in inches of pipelines covered by this Franchise during the previous calendar year, or portion thereof.

The compensation provided for in this Section shall be subject to an increase after the first year of the Franchise and each subsequent year during the term of this Franchise, based on the provisions of California Public Utilities Code Section 6231.5, as amended.

The increase to said compensation as provided for subsequent years shall be based on the Consumer Price Index, All Urban Consumers, for the (Statistical Area) (1982-84 = 100), as published by the United States Bureau of Labor Statistics, Department of Labor, for the month of September immediately preceding the month is which payment is due and payable, divided by the Consumer Price Index, All Urban Consumers, for the Los Angeles area for the month of June, 1989, which equals 4.8%. If the Index is discontinued or revised during the term of the Franchise, such other mutually agreeable governmental index or computation with which it is replaced shall be used in

order to obtain substantially the same result as would be obtained if the Index has not been discontinued or revised.

Notwithstanding the provisions as otherwise stated in this Section and Franchise, the Grantee shall be liable to pay the City the annual fee for the period to and including due date of either actual removal of the facilities or the effective date of the abandonment "in place," and until the Grantee shall have fully complied with all of the provision of law or ordinances relative to such abandonments.

In the event of partial abandonment of facilities as provided in the Ordinance, or in the event of partial removal of such facilities by the Grantee, the payment otherwise due the City for occupancy of the streets by such facilities shall be reduced by the length and diameter of pipeline abandoned or the actual pipeline removed beginning with the first day of the next succeeding franchise year, and for each franchise year thereafter, provided, however, that the base rate shall be modified to reflect the adjustment (pursuant to this Section) applicable to such abandoned or removed pipeline at the beginning of the next succeeding franchise year following abandonment or removal.

Grantee shall pay to the City, upon demand, the cost of all repairs made by the City to public property arising out of the operations of the Grantee under this Franchise.

Any fees charged or expenses charged to Grantee by City pursuant to this Section, or any other provisions of this Ordinance, unless disputed in good faith, shall be paid when due or shall be deemed delinquent. Any undisputed delinquent amounts shall accrue interest commencing thirty (30) days after the due date, at the rate of one and one-half percent (1.5%) per month (based upon a 30-day calendar month) or any lesser amount if required by law. Any neglect, omission or refusal by said Grantee to pay any undisputed delinquent franchise fee with any late charges, within thirty (30) days of delinquency, at the times or in the manner herein provided, shall be grounds for a declaration of a forfeiture of this Franchise and of all rights hereunder.

Payments shall be made to the City of Placentia, Finance Department, 401 E. Chapman Avenue, Placentia, Ca. 92870, or at such place as the City may designate in writing.

SECTION 5: ABANDONMENT

Should Grantee elect to abandon all or any part of the pipelines, Grantee shall purge the line of hydrocarbons and isolate the line from active service by cut and cap, air gap, or blind flange as required by the federal Department of Transportation and the State of California Department of Forestry and Fire Protection, Office of the State Fire Marshall. Grantee shall not owe the City any compensation for the privilege of said abandonment.

SECTION 6: REARRANGEMENT OF FACILITIES

A. Expense to Grantee

Whenever, during the existence of this franchise, the City shall change the grade, width or location of any street or improve any street in any manner, including the laying of any sewer, storm drain, conduits, gas, water or other pipes owned or operated by the City or any other public agency, or construct any pedestrian tunnels, or other work in the City (the right to do all of which is specifically reserved to the City without any admission on its part that it would not otherwise have such rights) and such work shall, in the opinion of the City Engineer, render necessary any change in the position or location of any facilities of the Grantee in the street, the Grantee shall, at its own cost and expense, do any and all things to effect such change in position or location in conformity with the written notice of the City Engineer as provided in Paragraph D below; provided however, that the City shall not require the Grantee to remove its conduits or lines entirely from the street.

B. Expense of Others

Except as provided in Paragraph A of this Section 6, when such rearrangement is done for the accommodation of any person, firm or corporation, the cost of such rearrangement shall be borne by the accommodated party. Such accommodated party, in advance of such arrangement, shall (a) deposit with the Grantee either cash or a corporate surety bond in an amount, as in the reasonable discretion of the Grantee shall be required to pay the costs of such rearrangement; and (b) shall execute an instrument agreeing to indemnify and hold harmless the Grantee from any and all damages or claims caused by such rearrangement. This provision shall not be construed to require Grantee to rearrange facilities. Any accommodation for rearrangement of Grantee's facilities shall be made at the discretion of Grantee.

C. Rearrangement of the Facilities of Others

Nothing in this franchise shall be construed to require the City to move, alter or relocate any of the facilities upon said streets, at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation; or to require the City or any person, firm or corporation now or hereafter owning a public utility system of any type or nature, to move, alter or relocate any part of its system upon said streets for the convenience, accommodation or necessity of the Grantee.

D. Notice

The Grantee shall be given not less than ninety (90) days' written notice of any rearrangement of facilities which the Grantee is required to make hereunder. Such notice shall specify the time that such work is to be accomplished. In the event that the

City shall change the provision of any such notice given to the Grantee, the Grantee shall be given an additional period not less than sixty (60) days to accomplish such work.

SECTION 7: INDEMNIFICATION BY GRANTEE

A. Grantee shall indemnify and hold City, its City council, boards and commissions, officers, agents, servants and employees harmless from and against any and all loss, damages, liability, claims, suits, costs, and expenses, whatsoever, including reasonable attorney's fees, regardless of the merit or outcome of any such claim or suit, arising from or in any manner connected to the activities or work of Grantee or its agents conducted pursuant to the franchise.

B. Grantee shall indemnify, defend and save harmless the City, its City Council, boards and commissions, officers, agents, servants and employees, from and against any and all claims and losses whatsoever, including reasonable attorney's fees, accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, equipment or supplies to Grantee or its contractors in connection with activities or work conducted or performed by Grantee, or its agents pursuant to this franchise and arising out of such activities or work, and from any and all claims or losses whatsoever, including reasonable attorney's fees, accruing or resulting to any person, firm or corporation for damage, injury or death arising out of Grantee's operations, except to the extent of City's sole negligence or willful misconduct.

SECTION 8: INSURANCE REQUIREMENTS

A. Within ten (10) days after the effective date of this franchise, the Grantee shall furnish to the City Clerk of the City evidence of insurance or self-insurance applicable to all operations conducted under this franchise and including the liability arising out of the existence of real property, in the forms and amounts:

1. Comprehensive Public Liability Insurance

Grantee at all times during the term of this franchise shall maintain liability insurance in an amount of not less than Five Million ($5,000,000.00) Dollars to cover any claim, expense, or loss arising out of the operation, use, maintenance or other privilege exercised under this franchise, including Grantee's contractual liability to indemnify City. The City, its city council, boards and commissions, officers, agents, servants, and employees shall be named as additional insureds in said policy of insurance for all operations of Grantee relating to the operation of the pipelines within the City. Said policy of insurance shall contain the following provisions or endorsements:

a. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured.

b. An additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof.

c. The provision of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of an additional insured named herein without first delivering to City twenty (20) days' notice of such intention, except as provided in paragraph d, of Section 8, Paragraph A 1 below.

d. In the event Grantee, as a result of cost savings procedures, determines to change insurance carriers too late to provide twenty (20) days' notice, Grantee warrants that it will maintain the City, its city council, boards and commissions, officers, agents, servants and employees as additional insureds on equivalent insurance with another insurance company which is qualified to business in California, or which is internationally recognized as responsible and is acceptable to the City of Placentia.

2. Letter of Self-Insurance

Grantee may, at their option, obtain or provide proof of self-insurance status in a form acceptable to the City.

SECTION 9: DEFAULT

A. Effect of Default

In the event that the Grantee shall default in the performance of any of the terms, covenants and conditions herein and such default is curable, the City may give written notice to the Grantee of such default. In the event that the Grantee does not commence the work necessary to cure such default within sixty (60) days after such notice is sent or prosecute such work diligently to completion, the City may declare this franchise forfeited. Upon giving written notice thereof to the Grantee, this franchise shall be void and the rights of the Grantee hereunder shall terminate, and the Grantee shall execute an instrument of surrender and deliver the same to the City.

B. Force Majeure

In the event Grantee is unable to perform any of the terms of this franchise by reason of strikes, riots, acts of God, acts of public enemies or other such causes beyond its control, it shall not be deemed to be in default or have forfeited its rights hereunder if it shall commence and prosecute such performance with reasonable promptness as soon as possible to do so.

C. Cumulative Remedies

No provision herein made for the purpose of securing the enforcement of the terms and conditions of this franchise shall be deemed an exclusive remedy, or to afford the exclusive procedure, for the enforcement of said terms and conditions, but the remedies and procedures herein provided, in addition to those provided by law, shall be deemed to be cumulative.

SECTION 10: SCOPE OF RESERVATION

The enumeration herein of specific rights reserved shall not be construed as exclusive or as limiting any general reservation herein made or as limiting such rights as the City may now or hereafter have in law.

SECTION 11: NOTICE

Any notice required to be given under the terms of this franchise, the manner of services of which is not specifically provided for, may be served as follows:

A. Upon the City, by serving the City Manager or the City Clerk personally, or by addressing a written notice to the City Clerk of the City of Placentia, City Hall, 401 East Chapman Avenue, Placentia, CA 92870, and depositing such notice in the United States mail, postage paid or:

B. Upon the Grantee, by personal delivery or addressing a written notice to Crimson California Pipeline, L.P., 1900 Main Street, Suite 600, Irvine, California 92614, and depositing such notice in the United States mail, postage prepaid; or such other address as may from time to time be furnished in writing by one party to the other and depositing said notice in the United States mail, postage prepaid. When the service of any such notice is made by mail the time such notice shall begin with and run from the date of deposit of the same in the United States mail.

SECTION 12: CONSENT FOR TRANSFER

Grantee shall not sell, transfer or assign this franchise or any of the rights or privileges hereby granted without the prior written consent of the City Council. Upon compliance with the foregoing, this franchise shall be binding on the successors and assigns of the parties hereto and shall ensure to the benefit of the successors and assigns of the parties hereto.

SECTION 13: ACCEPTANCE OF FRANCHISE

This franchise is granted and shall be held and enjoyed only upon the terms and conditions herein contained, and the Grantee must, within ten (10) days after the adoption of the ordinance granting said franchise, file with the City Clerk a written acceptance of such terms and conditions.

SECTION 14: COSTS OF LITIGATION

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this franchise, the prevailing party shall be entitled to receive from the losing party reasonable costs and expenses and such amount as the court may adjudge to be reasonable attorneys' fees for the costs incurred by the prevailing party in such action or proceeding.

SECTION 15: COUNTERPARTS

This franchise may be executed in several counterparts, each of which is an original, and all other which is an original, and all of which together constitute but one and the same document.

SECTION 16: CAPTIONS FOR CONVENIENCE

The captions herein are for convenience and reference only and are not a part of this franchise and do not in any way limit, define or amplify the terms and provisions hereof.

SECTION 17: GOVERNING LAW

This franchise has been made and shall be constructed and interpreted in accordance with the laws of the State of California.

The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance. The City Clerk shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect thirty (30) days after its final passage.

PASSED, APPROVED AND ADOPTED this 21st day of April 2026

_____
Chad P. Wanke, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the 17th day of March 2026, and was finally adopted at a regular meeting held on the 21st day of April 2026, by the following vote:

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

_____
Robert S. McKinnell, City Clerk

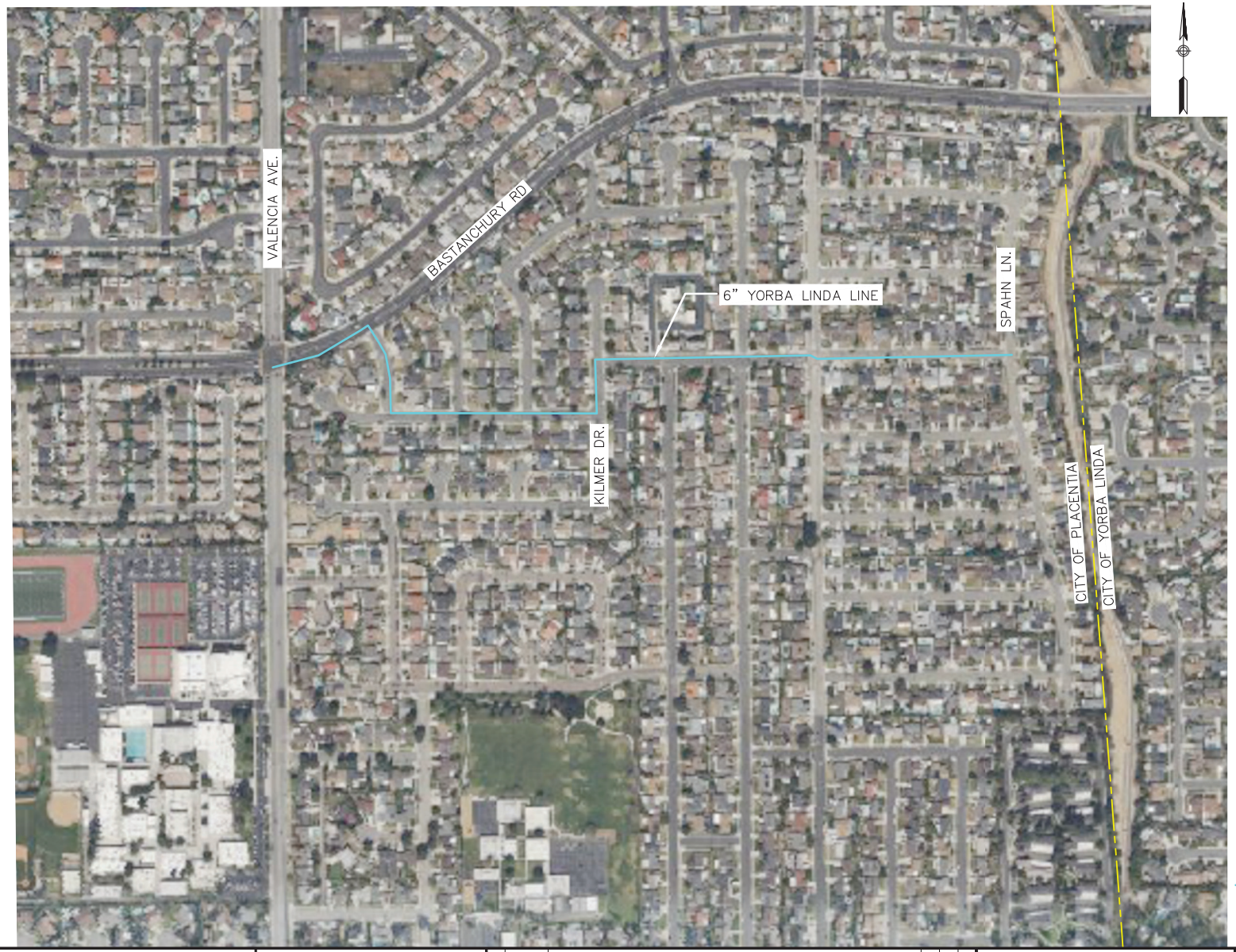
APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

Exhibit A: Map of Pipeline Locations Subject to the Franchise

Exhibit A

Map of Pipeline Locations Subject to the Franchise



LEGEND:

6", YORBA LINDA GATH. LINE 1069
3,231 TOTAL FEET

CITY BOUNDARY

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REV.	DATE	DESCRIPTION OF REVISION	BY	CHK	APP
A	10/06/25	ISSUED FOR ORDINANCE 96-0-101	PmP	JK	

CRIMSON PIPELINE LP

ORDINANCE NO. 96-0-101
YORBA LINDA GATHERING LINE 1069 EXHIBIT
PLACENTIA, CA

SCALE: NTS	DATE:10/07/25	SK-25-012D	REV. A
DRAWN: PmP	SHEET 4 OF 4		

File: C:\Users\pperruquet\OneDrive - Crimson Pipeline\Project Engineering - Design and Drafting\~California\Permit_Exhibit Drawings\LAND_FRANCHISE\Placentia\SK-25-012_REVA.dwg Date: Feb 02, 2026 - 1:03pm



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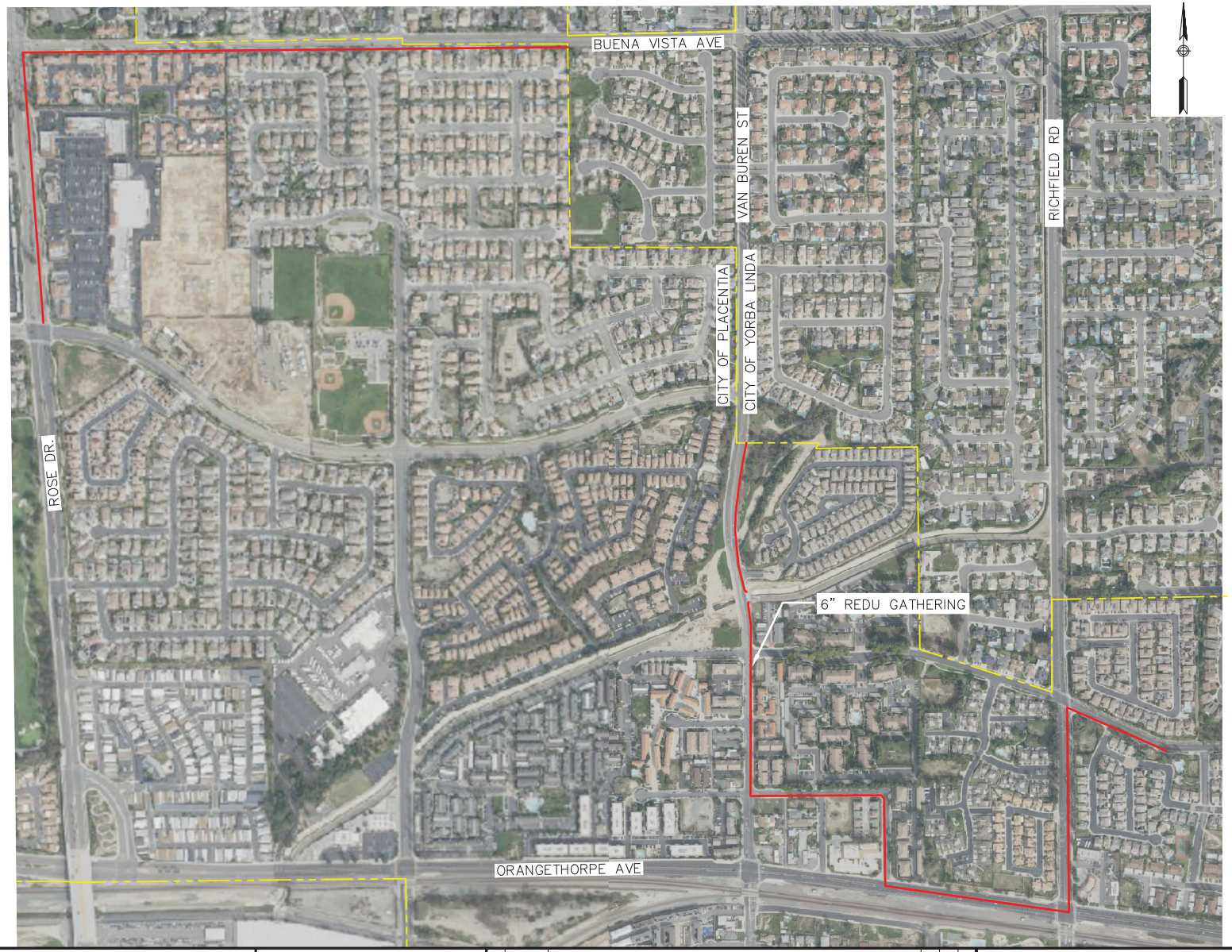
REV.	DATE	DESCRIPTION OF REVISION	BY	CHK	APP
A	10/06/25	ISSUED FOR ORDINANCE 96-0-101	PmP	JK	

CRIMSON PIPELINE LP

ORDINANCE NO. 96-0-101
RICHFIELD TO STERNS LINE 752 EXHIBIT
PLACENTIA, CA

SCALE: NTS	DATE:10/07/25	SK-25-012A	REV. A
DRAWN: PmP	SHEET 1 OF 2		

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LEGEND:

6", REDU GATHERING LINE 751
8,941 TOTAL FEET

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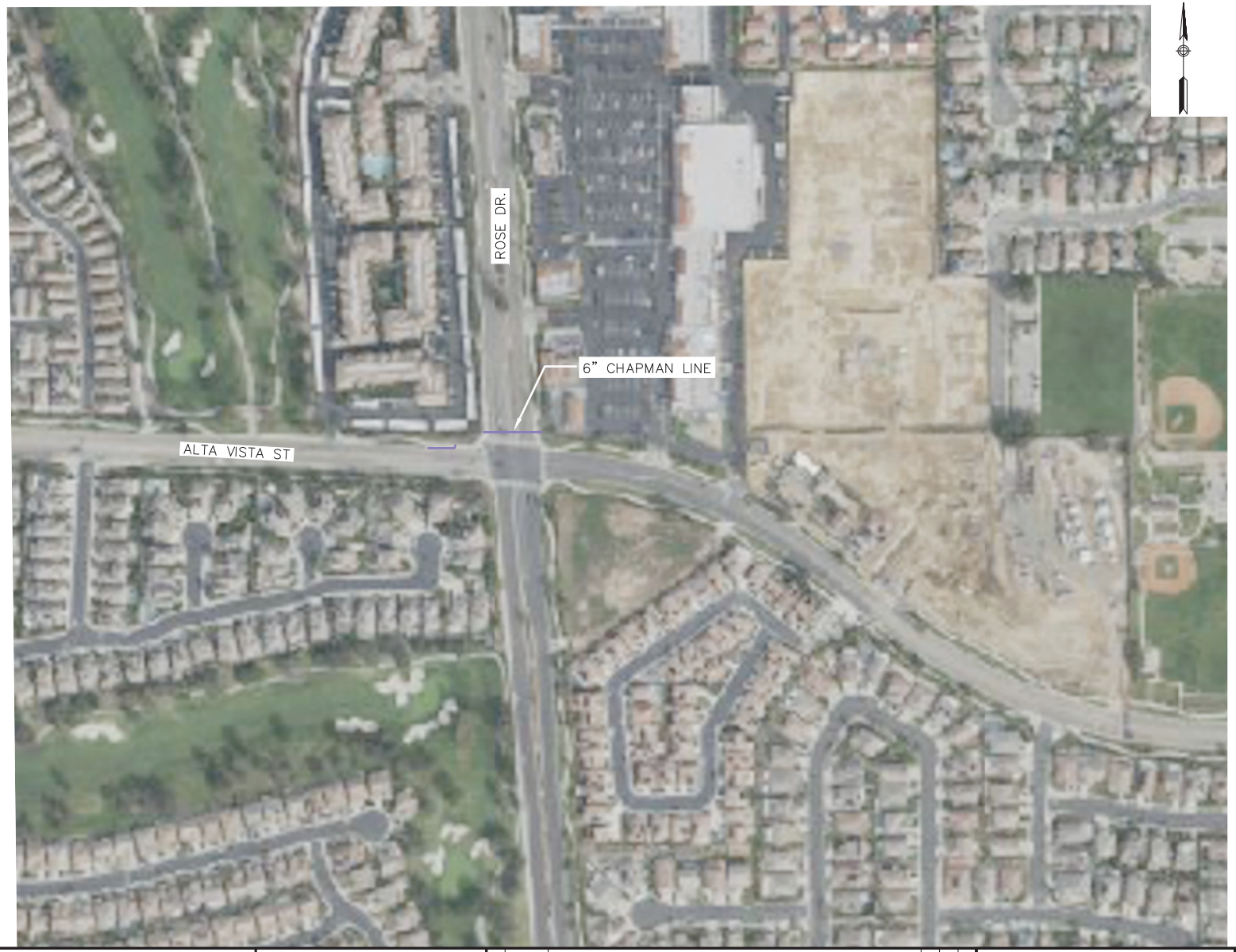
REV.	DATE	DESCRIPTION OF REVISION	BY	CHK	APP
A	10/06/25	ISSUED FOR ORDINANCE 96-0-101	PmP	JK	

CRIMSON PIPELINE LP

ORDINANCE NO. 96-0-101
REDU GATHERING LINE 751 EXHIBIT
PLACENTIA, CA

SCALE: NTS	DATE:10/07/25	SK-25-012B	REV. A
DRAWN: PmP	SHEET 2 OF 4		

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LEGEND:

6", CHAPMAN LINE 1078
199 TOTAL FEET

CITY BOUNDARY

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REV.	DATE	DESCRIPTION OF REVISION	BY	CHK	APP
A	10/06/25	ISSUED FOR ORDINANCE 96-0-101	PmP	JK	

CRIMSON PIPELINE LP

ORDINANCE NO. 96-0-101
CHAPMAN LINE 1078 EXHIBIT
PLACENTIA, CA

SCALE: NTS	DATE:10/07/25	SK-25-012C	REV. A
DRAWN: PmP	SHEET 3 OF 4		

File: C:\Users\pperruquet\OneDrive - Crimson Pipeline\Project Engineering - Design and Drafting\~California\Permit_Exhibit Drawings\LAND_FRANCHISE\Placentia\SK-25-012_REVA.dwg Date: Feb 02, 2026 - 1:03pm

Agenda Item No: 1.e

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 21, 2026

Submitted by: Chris Tanio

From: Public Works

Subject:

AMENDMENT NO. 1 TO MAINTENANCE SERVICES AGREEMENT WITH BEAR ELECTRICAL SOLUTIONS, INC. FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

Financial Impact:

Fiscal Impact:

Expense: $420,000 Amendment No. 1 Additional Contract Amount over 2-Years

Summary:

In July 2018, the City Council awarded a Maintenance Services Agreement to Bear Electrical Solutions, Inc. (“Bear”) for traffic signal maintenance and repair services. The agreement was for a three-year term with the option to extend the term for one (1) additional two-year term. In April 2021, the City approved the extension of an additional two-year contract term with Bear, while also increasing the contract capacity. With the contract set to expire in June 2023, City Council approved a new three-year contract with Bear on June 20, 2023, in an amount not-to-exceed $510,000 ($170,000 per year) and approved contract change order authority for the City Administrator up to $51,000. The June 20, 2023 contract award utilized Bear's unit pricing in their submitted proposal to the City of Tustin. Under the City's Municipal Code, it allows the City to purchase from a supplier who has been awarded a contract resulting from a formal competitive bid process by another governmental agency within the state or by the federal government.

Since 2018, Bear has demonstrated its qualifications, capabilities, and responsiveness through the services provided to the City of Placentia for citywide traffic signal maintenance services. The current maintenance service contract with Bear is set to expire on June 30, 2026, and Staff is proposing to amend the existing agreement by extending the contract term for one (1) two-year term while also increasing the contract capacity by $420,000 for a total not-to-exceed contract amount of $930,000. The contract increase includes routine traffic signal maintenance, extraordinary repairs to replace outdated vehicle detection equipment, repairing damaged traffic cabling, undergrounding temporary signal cables, and any additional extraordinary repairs that may occur over the next two years.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Approve Amendment No. 1 to the Maintenance Services Agreement with Bear Electrical

Solutions, Inc. for Traffic Signal Maintenance Services, increasing the contract capacity by $420,000, resulting in a new not-to-exceed amount of $930,000; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the initial three-year contract amount; and
3. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
This item conforms to Strategic Goal No. 3: Infrastructure, Facilities, and Public Spaces by maintaining and enhancing streets, parks, and public facilities to ensure they are well-appointed, clean, attractive, and reflective of the City's commitment to quality

Discussion:
In July 2018, the City Council awarded a Maintenance Services Agreement to Bear Electrical Solutions, Inc. ("Bear") for traffic signal maintenance and repair services. The agreement was for a three-year term with the option to extend the term for one (1) additional two-year term. In April 2021, the City approved the extension of an additional two-year contract term with Bear, while also increasing the contract capacity. With the contract set to expire in June 2023, City Council approved a new three-year contract with Bear on June 20, 2023 in an amount not-to-exceed $510,000 ($170,000 per year) and approved contract change order authority for the City Administrator up to $51,000. The June 20, 2023 contract award utilized Bear's unit pricing in their submitted proposal to the City of Tustin. Under the City's Municipal Code, Section 3.08.070, it allows the City to purchase from a supplier who has been awarded a contract resulting from a formal competitive bid process by another governmental agency within the state or by the federal government.

Since 2018, Bear has been responsive to maintenance and repair requests in a timely manner and made proper and efficient repairs during the current traffic signal maintenance services contract. Furthermore, Bear's technicians have extensive knowledge about the traffic signal system in Placentia, and the company is equipped with the resources to maintain and provide an extensive inventory of parts and equipment, ensuring the ability to complete timely repairs to the City's infrastructure in the event of signal failure.

The current maintenance service contract with Bear is set to expire on June 30, 2026, and Staff is proposing to amend the existing agreement by extending the contract term for one (1) two-year term while also increasing the contract capacity by $420,000 for a total not-to-exceed contract amount of $930,000. The contract increase includes routine traffic signal maintenance, extraordinary repairs to replace outdated vehicle detection equipment along the Orangethorpe corridor, repairing damaged traffic cabling at Melrose/Crowther intersection, undergrounding temporary signal cables at Richfield/Miraloma intersection, and any additional extraordinary repairs that may occur over the next two years.

Attachments
Placentia TS Maint. - Amendment 1 - BES Signed.pdf
(Fully Executed) Bear Electrical Solutions, Inc. - Traffic System Maintenance.pdf

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF TRAFFIC SIGNAL SYSTEM MAINTENANCE SERVICES WITH BEAR ELECTRICAL SOLUTIONS, INC.

This Amendment No. 1 ("Amendment") to Professional Services Agreement is made and entered into effective the 21st day of April, 2026, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and Bear Electrical Solutions, INC., a California corporation (hereinafter "CONSULTANT"). CITY and CONSULTANT are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. Recitals.

(i) CITY and CONSULTANT entered into a Professional Services Agreement ("Agreement") effective June 20th, 2023 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit "A".

(ii) The Parties now seek to amend the Agreement to extend the contract termination date by an additional two-years and an increase to the total compensation by an additional Four Hundred Twenty Thousand dollars ($420,000).

(iii) All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement.

1. Section 2, Paragraph 1 of the Agreement is hereby amended to read as follows:

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in "Exhibit A". Contractor's total compensation shall not exceed Nine Hundred Thirty Thousand Dollars ($930,000).

2. Section 4, Paragraph 1 of the Agreement is hereby amended to read as follows:

4.1. Term. This agreement shall commence on the Effective Date and continue for a period of 60 months, ending on June 30, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

3. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

4. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

5. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Consulting Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

By: _____
Andrew Bader
President

CITY OF PLACENTIA

By: _____
Jennifer Lampman
City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

CITY OF PLACENTIA
MAINTENANCE SERVICES AGREEMENT
WITH
BEAR ELETRICAL SOLUTIONS, INC.

THIS AGREEMENT is made and entered into this 20th day of June, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and BEAR ELECTRICAL SOLUTIONS, INC. a California corporation ("Contractor").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide consulting services related to Traffic Signal System Maintenance, as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in Contractor's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement. Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Contractor shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Contractor may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have

access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A." Contractor's total compensation shall not exceed Five Hundred Ten Thousands Dollars ($510,000.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Contractor's standard hourly rates shall be paid to the Contractor for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or $25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts

shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on June 30, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Contractor, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Contractor maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Contractor.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Contractor. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Contractor shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Contractor under this Agreement are adequate to protect Contractor. If Contractor believes that any such insurance coverage is insufficient, Contractor shall provide, at its own expense, such additional insurance as Contractor deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."

(b) Notice: "Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Contractor's sole cost and expense."

(c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Contractor shall designate a Project Manager who shall represent it and be its

agent in all consultations with City during the term of this Agreement and who shall not be changed by Contractor without the express written approval by the City. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:	IF TO CITY:
Bear Electrical Solutions, Inc. 1252 State Street Alviso, CA 95002-0924 Tel: (408) 449-5178 Attn: Robert Asuncion, Vice President	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: (714) 993-8120 Attn: Luis Estevez

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The

defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Contractor or Contractor's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Contractor will not employ any regular employee of City

while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Contractor's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall

constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

Rosanna Ku for
Damien R. Arrula, City Administrator Date: 06-29-2023

ATTEST:

Robert S McKinnell
Robert S. McKinnell, City Clerk and ex-officio Clerk
of the City of Placentia

CONTRACTOR

Robert Asuncion
Signature Date: 6/28/2023

Robert Asuncion Vice President
Name and Title

46-1898744
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney Date: 6/29/23

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Deputy City Administrator

Date: 6-29-23

APPROVED AS TO CONTENT:

Kyra Tao, Transportation Manager

Date: 6/28/2023

DEPARTMENTAL APPROVAL:

Luis Estevez, Deputy City Administrator

Date: 6/28/2023

EXHIBIT A

CONTRACTOR'S PROPOSAL AND SCOPE OF WORK

EXHIBIT 'A'
SCOPE OF WORK FOR
TRAFFIC SIGNAL MAINTENANCE SERVICES

1. GENERAL

Contractor shall provide monthly preventive maintenance, approved response maintenance and emergency response maintenance to traffic signal equipment, safety lights, flashing beacons, speed feedback signs, and other existing/future related equipment by duly trained and qualified personnel approved by the City. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, services and material and perform all work necessary to maintain in a good and workmanlike manner all traffic signal facilities at the locations listed herein.

All work performed or equipment or parts supplied by Contractor shall be subject to the inspection and approval of City. The "City" shall mean Director of Public Works or their authorized representative. "Director of Public Works" shall mean the Director of Public Works or authorized representative.

All Preventive Maintenance will be billed at an established unit bid price, with extraordinary maintenance and repairs along with emergency response maintenance paid on a time and material basis based on the established hourly labor rates in the bid schedule. Materials may only be marked up a maximum of 15% and back up materials indicating the cost for the materials paid by the contractor shall be submitted with all extraordinary maintenance and repair invoices. All vehicle and equipment rates shall be included in the hourly rate paid for extraordinary or emergency work. No additional compensation will be allowed.

Any inability to provide Preventive Maintenance, as scheduled, to each traffic signal, safety light, flashing beacon, and speed feedback sign will result in Contractor being subjected to liquidated damages of $400 per day, per traffic signal location.

Contractor shall provide Emergency Response for City's traffic signals, safety lights, flashing beacons and speed feedback signs on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.

Contractor shall cooperate with City in recalibrating traffic signal coordination timing and progression. Contractor shall change the timing of traffic signals only upon the direction or advance written approval of City. During emergency conditions, Contractor shall assure full cooperation with the City and employees of the City and other agencies, as indicated.

Contractor shall not represent City in matters of policy or procedures under this contract, shall not make any reference to City policy or procedures to other than the City, and shall refer all questions or inquiries from the public regarding policy, procedures, or terms and conditions of the contract, to City.

2. QUALIFICATIONS

Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, skilled labor services and materials to perform all work necessary to maintain the traffic signal facilities in good workmanlike manner.

All signal work shall be performed in accordance with the latest Standard Plans and Section 86 of the Standard Specifications for the State of California, Department of Transportation, and shall be in compliance with the latest version of the *California Manual on Uniform Traffic Control Devices* (CA MUTCD).

Contractor shall assign at least one full-time signal maintenance technician to maintain City's signals, flashers, and appurtenant equipment. At a minimum, one of these technicians shall have certifications of Level II Traffic Signal Technician from the International Municipal Signal Association (IMSA, for at least two years. City requires a list of the signal maintenance technicians anticipated to work regularly in City. City reserves the right to determine the Contractor's assignment of personnel to City. If appropriate, Contractor shall replace any personnel assigned to City whose performance is considered unacceptable by City. City shall be consulted on any planned change in personnel prior to implementation.

Contractor shall have on hand at all times at least two (2) spare systems compatible controllers for City use in the event of emergency.

Contractor shall maintain a single local telephone number where a live person can be reached twenty-four (24) hours per day. This telephone number shall be made available to all persons designated by City.

Contractor shall have skilled personnel and proper lab-testing facilities to perform inspection of new controller mechanisms including controller units, auxiliary equipment and traffic control appurtenances. All testing and test facilities shall conform to current NEMA Specifications.

Contractor shall keep itself informed of all State and Federal laws and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this RFP or its proposal. Contractor shall, at all times, observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of Contractor to comply with this paragraph.

3. EQUIPMENT REQUIRED

Contractor shall provide vehicle(s) to be used by the technicians serving the City, which shall be equipped with a permanently mounted arrow board; warning beacon/strobe lights; traffic cones; construction warning signs; a hydraulic bucket capable of reaching a height of at least twenty-eight (28) feet above the roadway surface; necessary computer laptop for programming, maintenance and testing of traffic signal controllers and various equipment; portable CCTV monitor; and communications equipment for dispatch. All of Contractor's employees working within the boundaries of City shall be equipped with a communications device

capable of instant 2-way communications for extended periods of time with Contractor's shop or with City staff.

Contractor must possess and have readily available, in functioning order, all required tools, equipment, apparatus, facilities and materials needed to perform all work necessary to maintain and repair the traffic signals, safety lights, flashing beacons and speed feedback signs in the City, in compliance with current Caltrans and County of Orange standards and specifications. All excess materials and equipment in Contractor's inventory shall be the property and responsibility of Contractor until such materials or equipment is used or installed in City.

Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary trouble calls. In those cases where a complex controller or component has to be repaired, Contractor shall install a substitute controller or component of his own while he is repairing the defective controller or component. Such substitute equipment shall be compatible with City's system.

4. PREVENTIVE MAINTENANCE

The agreement price for Preventive Maintenance shall include the following services and any other service not specified under Approved Response Maintenance or Emergency Response Maintenance, *including service of the signalized intersections within the BNSF Railroad Corridor Quiet Zone*.

a. Quite Zone Intersections

Quiet Zone intersections include railroad pre-emption, additional signal heads and additional equipment in the controller cabinets to monitor and operate the loop detectors associated with the railroad quad gate system. The current Quiet Zone locations are listed below:

Orangethorpe Avenue and Richfield Road

Orangethorpe Avenue and Van Buren Street

Orangethorpe Avenue and Jefferson Street

b. Monthly Inspections

Contractor shall make a routine inspection of all traffic signal equipment, including the interconnect conduit/cables, video detection cameras, flashing beacons, RRFB's and permanent speed feedback signs, once per month. Contractor shall maintain a written record in each controller cabinet showing the date and time checked. Controller assemblies shall not be replaced, except for repair, without prior approval of City.

The monthly inspection of each signalized intersection shall include, at a minimum, the following:

1. Walk the intersection and visually inspect all signal heads and video detectors (where applicable) for proper operation, alignment, broken lenses, and missing parts. Depress all pedestrian push buttons and

observe the proper timing and display. Report any observed problems to City. Correct any minor observed problems as soon as possible thereafter and make arrangements for any other needed repairs/replacements.

2. Contractor shall furnish and replace all standard LED signal modules at all traffic signals as they become non-functional or inoperative. Material and/or labor and equipment for all LED outages still covered under manufacture warranty is included, when applicable.
3. Examine the functioning of the controller in relation to the traffic. Report functional and timing problems to City as soon as possible. Correct functional problems as soon as approved by City.
4. Inspect, clean, and adjust each controller and cabinet assembly, each video detection camera, and each battery backup system.
5. Observe and check for proper operation of the detector loops and amplifiers. Adjust or re-tune the detector amplifiers and correct substandard splices, as necessary. Report improper detection operation and causes to City.
6. Inspect all relays, switches, and terminals, etc. and replace or make adjustments, as necessary. Make arrangements to promptly fix those deficiencies which cannot be corrected immediately.
7. Check and adjust fan operation. Check the filter for tight fit, and tape, if required. Clean and vacuum the cabinet, as necessary. Examine cabinet exterior for water, excessive dampness, and plant or animal intrusion. Determine cause and correct the condition.
8. Inspect battery backup system (if the signal is equipped with such unit) to ensure unit is fully charged. Report improper operation to City.
9. Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City.

The monthly inspection of City's signal system shall also include the tasks listed below. Report all malfunctions to City and make arrangements to promptly fix deficiencies.

1. Make nighttime drive through to visually inspect for malfunctions of traffic signals, illuminated street name signs (ISNS) and highway safety lights. Contractor shall submit a monthly night survey to City indicating outages of traffic signals, safety lights, and illuminated street name signs, and the date and time of the survey for each.
2. Observe and check the flashing beacons and RRFB's for proper operation and for missing or damaged equipment.

3. Observe and check the permanent speed feedback signs for proper operation and for missing or damaged equipment.

The 3-month inspection of each signalized intersection (in addition to monthly) shall include, at a minimum:

1. Check the signal timing settings and match with the timing sheet found in the controller cabinet provided by City. Immediately report and discrepancies to City.
2. Visually inspect roadway along loop detectors for possible exposed wires, cracks and potholes. Contractor shall clean and fill deteriorated loop detector saw cuts with epoxy as necessary. Once it is determined by City that the saw cut has deteriorated to a point that applying more epoxy is insufficient, the detector shall be replaced. Contractor shall replace deteriorated loop detectors as part of approved response maintenance (Section 5) at the contract unit price. This price shall include the saw cut lead-ins as required. Contractor shall also inspect loop stub out and home run locations for deterioration and depressions, and fill, as necessary. All loop detector problems and repairs shall be reported to City in writing.
3. Make any minor repairs to controller, monitor and other equipment, as needed. Otherwise, report other needed repairs to City and arrange for the repairs.
4. Check operation of City-owned battery backup systems and batteries and make recommendation to the City.
5. Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City.

The 6-month inspection of each signalized intersection (in addition to monthly and 3-month) shall include, at a minimum:

1. Replace the air filter elements, in all cabinets so equipped. Replacement shall be a vinyl-poly air filter. No paper or metal filters are to be used.
2. Check ground rod clamps and wire.
3. Check for all cabinet documentation to make sure it is in cabinet.
4. Check operation of fan and thermostat.
5. Check operation of ground fault receptacle.
6. Visually check integrity of splices.
7. Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City.

Annual Preventive Maintenance of each signalized intersection (In addition to monthly, 3-month and 6-month) shall include, at a minimum:

1. Clean and polish all traffic signal and video camera lenses.
2. Check weatherproof gaskets on controller cabinet.
3. Check duct sealant.
4. Lubricate hinges and locks on controller cabinet.
5. Check all indicator lamps. Replace all incandescent lamps.
6. Test and record illuminence of all LED lamps. Replace all lamps that fail minimum required levels (See monthly note).
7. Open and inspect all pull boxes.
8. Check all connectors.
9. Check all detector extensions.
10. Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City.

c. Compensation for Preventive Maintenance

City will compensate Contractor based on the unit bid pricing included in the base bid schedule for Preventive Maintenance in Exhibit B for the monthly, quarterly, bi-annually, and annual preventive maintenance services previously described in this section.

d. Compensation for Preventive Maintenance

City will compensate Contractor based on a time and materials basis utilizing the hourly rates included in the Contrator's bid schedule. Time shall be calculated in ¼ hour increments. A maximum 15% markup on all materials purchased and utilized for repairs will be allowed. Backup materials outlining the costs paid by the Contractor for materials utilized for Extraordinary Repairs must be attached to the invoice. All vehicle and equipment costs shall be included in the hourly rates provided in the bid schedule. Responding drive time to the affected intersection shall NOT be included in the total number of hours to be compensated for Extraordinary or Emergency response work.

5. APPROVED RESPONSE MAINTENANCE

Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the traffic signal system. The malfunctions, failures or outages that do not require an emergency response (see Section 6), shall be considered "Approved Response Maintenance" that shall only

be performed upon approval by City (see "Notification"). City will provide a simple approval form that can be faxed or emailed to the City for a quick response.

Contractor shall replace or repair any and all defective parts of the signal system caused by signal failure or malfunction, as the occasion arises, including, but not limited to the signal controller, master controllers, modems, conflict monitors, relays, interconnect, flashers, lamps, LED modules, detector loops, video detection cameras, home run locations, push buttons, sensing units, safety lights, illuminated street name sign lights (ISNS), safety lights, load switches, flasher switches, breaker switches, ballasts, starters, sockets, fuses, fuse holders, photoelectric cells, battery back-up units, and wiring systems. ISNS lamps shall be F72T2 Cool White Fluorescent lamps meeting the requirements of ANSI STD. C78. At the time of "re-lamping", Contractor shall clean and polish all lenses and reflectors, align signal heads and adjust all mast arm mounted street name signs, including illuminated street name signs, and safety lights.

No permanent change shall be made without prior approval of City. Whenever equipment is removed, Contractor shall notify City by phone and email within twenty-four (24) hours.

a. Approved Response Maintenance shall consist of but not be limited to the following:

   1. Loop detector replacement.
   2. LED module replacement.
   3. LED module replacement.
   4. ISNS lamp replacement.
   5. Safety light replacement.
   6. Replacement of internally illuminated street name signs. Replacements shall meet the latest CA MUTCD standards, particularly regarding letter size.
   7. Replacement of Walk/Don't Walk pedestrian signal lamps, as they become non-functional or inoperative, or as directed by City, with solid-state (Walking Person/Upraised Hand or Walking Person/Upraised Hand/Countdown pedestrian signal) indicators.
   8. Replacement of Walking Person/Upraised Hand and Walking Person/Upraised Hand/LEDs as they become non-functional or inoperative. May be upgraded to Walking Person/Upraised Hand/Countdown pedestrian signal indicators, as directed by City. Contractor shall also replace ballasts and transformers/solid-state transformers for these units as required.
   9. Replacement of Walking Person/Upraised Hand/Countdown pedestrian signal lamps/LEDs as they become non-functional or

inoperative. Contractor shall also replace ballasts and transformers/solid-state transformers for these units as required.

10. Installation of complete new pedestrian heads with Walking Person/Upraised Hand or Walking Person/Upraised Hand/Countdown pedestrian signal indications (as directed by City), solid-state transformers, and clamshell mountings.
11. Repainting of electric meter service cabinets, and controller cabinets. Repainting shall be conducted by spray-painting methods. Controller cabinets shall be painted with enamel (aluminum color) or as otherwise directed by City.
12. Installation or replace of new battery back-up units, as directed by the Director of Public Works.
13. Installation or replacement of new electrical service cabinets as directed by the Director of Public Works.
14. Minor upgrades or installations as directed by City.

b. Notification. Contractor shall contact the Director of Public Works or his approved designee regarding any Approved Response Maintenance and obtain City's prior approval before the work is scheduled, using the Approval Form provided by City. Contractor shall notify the Director of Public Works or his approved designee and obtain approval in advance before any work is commenced, except in emergencies where injury or property damage may result without prompt response.

c. Compensation for Approved Response Maintenance

City shall compensate Contractor for Approved Response Maintenance required beyond the scope of Preventive Maintenance as follows:

1. Materials. City shall pay Contractor for materials used in Approved Response Maintenance at Contractor's cost from the supplier plus the percentage markup specified in this agreement. All materials and parts shall be new or have the approval of the Director of Public Works, if otherwise. City has the right to inspect Contractor's records to verify any material costs used in Approved Response Maintenance.
2. Direct Labor. Contractor shall present with his monthly invoice a record of hours spent in Approved Response Maintenance of traffic signals and appurtenances per intersection. City shall pay Contractor for such hours of Approved Response Maintenance at the rates specified in this agreement. Said hourly rates shall be the total cost to City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of workmen for health and welfare, insurance worker's compensation, pension, vacation, sick leave or any local, State,

Federal or union tax or assessment and vehicle and equipment costs.

6. EMERGENCY RESPONSE MAINTENANCE

Emergency Response Maintenance is typically performed in response to a failure or malfunction of the signal system caused by vehicle collision, vandalism, civil disorder, windstorm, natural disasters, street construction, or excavation, where injury or property damage may result without prompt response.

Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the traffic signal system. The malfunctions, failures or outages that require an emergency response, shall be considered "Emergency Response Maintenance," not requiring advance approval by City. In response to an emergency, Contractor shall replace or repair any and all defective parts of the signal system causing signal failure or malfunction, as needed to bring the signal system to operating condition.

Contractor shall maintain a twenty-four (24) hour per day emergency service for the repair of controller malfunctions or any damage creating a public hazard, for which Contractor shall repair parts, replace parts and lamps, and otherwise keep the traffic signals in good working condition. Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day. This telephone number is to be made available to all persons designated by City.

Contractor shall respond within one (1) hour to service calls on an emergency basis. However, Contractor shall respond immediately to emergency calls such as a total blackout, when directed by City or Public Safety personnel.

For the emergency repair of a signal, which is totally blacked out, the following procedure of traffic control shall apply:

a. Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour under normal conditions. Contractor's vehicles shall carry traffic cones, flashing arrow boards, traffic warning signs, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician or City Representative.

b. If no police officer is present and temporary stop signs have been set up when Contractor arrives at the site, Contractor shall set up more traffic warning and control devices if deemed necessary and proceed to repair the signal. After the signal is back in operation, Contractor shall remove all of the temporary traffic control devices and return those devices owned by City to the City Yard.

c. Compensation for Emergency Response Maintenance

City shall compensate Contractor for Emergency Response Maintenance required beyond the scope of Preventive Maintenance as follows:

1. Materials. City shall pay Contractor for materials used in Emergency Response Maintenance at Contractor's cost from the supplier plus the percentage markup specified in this agreement. All materials and parts shall be new or have the approval of the Director of Public Works, if otherwise. City has the right to inspect Contractor's records to verify any material costs used in Emergency Response Maintenance.
2. Direct Labor. Contractor shall present with his monthly invoice a record of hours spent in Emergency Response Maintenance for traffic signals and appurtenances per intersection. City shall pay Contractor for such hours of Emergency Response Maintenance at the rates specified in this agreement. Said hourly rates shall be the total cost to City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of workmen for health and welfare, insurance worker's compensation, pension, vacation, sick leave, or any local, State, Federal or union tax or assessment.

7. NOTIFICATION

Contractor shall notify City within 24 hours of the alteration of the operation of any signal or the installation or removal of any substitute controller or component, by telephone and by e-mail.

8. SHUTDOWNS

Contractor shall notify the Placentia Police Department and the Director of Public Works of any signal turn-offs or turn-ons necessitated by his operations and shall not make said turn-offs or turn-ons until a police officer is present or unless given permission to proceed without police control by the Director of Public Works.

9. RECORDS

Contractor shall maintain a record of all service calls and work performed upon the signal equipment, listing dates, hour of day and description of service work performed. A copy of such record shall be maintained at all times within the controller cabinet at each signal location.

A log sheet giving a brief description of all Preventive Maintenance, Approved Response Maintenance and Emergency Response Maintenance shall be attached to each monthly invoice.

Each monthly invoice shall summarize the work performed, noting the monthly Preventive Maintenance fee, the total fee for Approved Response Maintenance for the month, the total fee for Emergency Response Maintenance for the month, and the grand total of charges for the month. A monthly report of activities for each intersection's events, sorted by type of maintenance, then sorted by date/time, shall be attached to the monthly invoice in support of the monthly charges.

10. COMPENSATION

City will compensate Contractor at the unit price per signalized intersection for Preventive Maintenance, and at the labor and equipment costs for Approved Response Maintenance and Emergency Response Maintenance, as described in sections 4, 5 and 6 herein per month.

Contractor shall agree to receive and accept the prices shown in his bid proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in the RFP and proposal; and also for all loss or damage arising out work performed, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof.

11. ADDITIONS TO SYSTEM

Contractor shall maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed, or become a part of the maintenance requirements of City. In the event that notification is made of a new installation at other than the beginning of a monthly period, the unit cost of preventive maintenance will be prorated from the day Contractor is notified.

12. TYPES OF SIGNALS

The agreed-upon prices for Preventive Maintenance, Approved Response Maintenance, and Emergency Response Maintenance shall apply to all types of signal controllers, accessories and systems as may exist in City now or that may be installed during the life of the contract.

13. TRAFFIC CONTROL

Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times. Contractor shall obtain a no-fee encroachment permit from City prior to any lane closures or construction activity within City rights-of-way. All warning lights, signs, flares, barricades, delineators, detours and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by Contractor. All traffic control shall conform to, and be placed in accordance with, the current Caltrans Manual on Uniform Traffic Control Devices and the current Work Area Traffic Control Handbook (WATCH). Flashing arrow boards shall be furnished and maintained as directed by the Director of Public Works.

During working hours, a minimum of one 12-foot wide travel lane in each direction, and all existing left-turn pockets whenever feasible, shall be maintained. No lane closures on arterial highways will be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 4:00 p.m. and 6:00 p.m., unless an emergency situation exists and such a closure is necessary to safeguard the traveling public. Separation between

travel lanes, channelization and delineation of the maintenance area shall be accomplished by the use of delineators and/or cones placed at a maximum of 15 feet on center.

Each vehicle used to place and remove components of a traffic control system on multi-lane highways shall be equipped with a flashing arrow board, which shall be in operation when the vehicle is being used for placing, maintaining or removing said components. The flashing arrow board shall be in place before a lane closure(s) requiring its use is implemented. When maintenance is complete, all traffic control signs, barricades, delineators, etc., shall be removed from the site.

14. PUBLIC CONVENIENCE AND SAFETY

Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to public traffic. Contractor shall furnish and maintain such fences, barriers, lights, warning devices and signs in compliance with the current *California Manual on Uniform Traffic Control Devices* (CA MUTCD) and the current *Work Area Traffic Control Handbook* (WATCH) as may be deemed necessary by the Director of Public Works to give adequate warning to the public at all times that the Road or Street is obstructed and of any abnormal conditions which would be encountered as a result thereof. Excavation shall not occur without prior notification to Underground Service Alert.

15. NEW SIGNAL CONSTRUCTION

From time to time, City may construct new signalized intersections. Contractor shall inspect the construction of new traffic signals as directed by City. The findings are to be presented to the representative designated by the Director of Public Works for their evaluation.

16. LABOR STRIKE

Contractor shall continue to provide continuous maintenance services, without any interruptions, of all traffic signals in City in case of any labor strikes. Contractor shall provide other means, at his own cost, to provide comparable continuous service as if there were no strike. Failing to do so will cause City to take whatever action is deemed necessary to provide such service and the cost will be borne by Contractor.

17. PATENTS

Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

18. RESPONSIBILITY FOR DAMAGE

City, its City Council, employees and agents shall not be answerable or accountable, in any manner, for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either workmen or the public; for

damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

19. SIGNALIZED INTERSECTIONS

Contractor shall maintain the sixty-nine (69) signal facilities as defined herein at the locations shown in Table 1, below.

Table 1

TRAFFIC SIGNALS MAINTAINED BY THE CITY OF PLACENTIA

1	Alta Vista Street	Central Avenue
2	Alta Vista Street	Dunnavant Drive
3	Alta Vista Street	Jefferson Street
4	Alta Vista Street	Van Buren Street
5	Bastanchury Road	Brookhaven Avenue
6	Bastanchury Road	McCormack Lane
7	Bastanchury Road	Placentia Avenue
8	Bastanchury Road	Tuffree Boulevard
9	Bastanchury Road	Valencia Avenue
10	Bradford Avenue	Madison Avenue
11	Chapman Avenue	Angelina Drive
12	Chapman Avenue	Bradford Avenue
13	Chapman Avenue	Central Avenue
14	Chapman Avenue	Kraemer Boulevard
15	Chapman Avenue	Melody Lane
16	Chapman Avenue	Melrose Avenue
17	Chapman Avenue	Murray Street
18	Chapman Avenue	Orangethorpe Avenue
19	Kraemer Boulevard	Alta Vista Street
20	Kraemer Boulevard	Bastanchury Road
21	Kraemer Boulevard	Crowther Avenue
22	Kraemer Boulevard	Golden Avenue
23	Kraemer Boulevard	Madison Avenue
24	Kraemer Boulevard	Morse Avenue/Sheffield Street
25	Kraemer Boulevard	Orangethorpe Avenue
26	Kraemer Boulevard	Patrician Lane
27	Kraemer Boulevard	Yorba Linda Boulevard
28	Melrose Street	Crowther Avenue
29	Melrose Street	La Jolla Street
30	Orangethorpe Avenue	Melrose Avenue
31	Orangethorpe Avenue	Placentia Avenue
32	Placentia Avenue	Crowther Avenue
33	Placentia Avenue	Fender Avenue
34	Placentia Avenue	Kimberly Avenue
35	Placentia Avenue	Lewis Place
36	Placentia Avenue	La Jolla Street/Via Burton

37	Placentia Avenue	Palm Drive
38	Placentia Avenue	St. John Way
39	Rose Drive	Alta Vista Street
40	Rose Drive	Buena Vista Street
41	Rose Drive	Castner Drive
42	Rose Drive	Linda Vista Street/Valparaiso Way
43	Rose Drive	Palm Drive
44	Valencia Avenue	Golden Avenue
45	Valencia Avenue	Shady Lane
46	Yorba Linda Boulevard	Bradford Avenue
47	Yorba Linda Boulevard	Jefferson Street/Prospect Avenue
48	Yorba Linda Boulevard	Linda Vista Street
49	Yorba Linda Boulevard	McCormack Lane
50	Yorba Linda Boulevard	Palm Drive
51	Yorba Linda Boulevard	Rose Drive
52	Yorba Linda Boulevard	Valencia Avenue
53	Kraemer Boulevard	Hawaii
54	Orangethorpe Avenue	Highland Avenue
55	Orangethorpe Avenue	Traub Lane
56	Orangethorpe Avenue	Del Cerro Drive
57	Orangethorpe Avenue	Miller Street
58	Rose Drive	Del Cerro Drive
Quiet Zone Intersections		
59	Orangethorpe Avenue	Jefferson Street
60	Orangethorpe Avenue	Richfield Road
61	Orangethorpe Avenue	Van Buren Street
Flashing Beacon and RRFB Locations		
62	Yorba Linda Boulevard	Seville Street
63	Yorba Linda Boulevard	Carthage Street
64	Valencia Avenue	Golden Avenue
65	La Jolla Street	Lawrence Street
Speed Feedback Sign Locations		
66	La Jolla Street	West of Lawrence Street
67	La Jolla Street	East of Lawrence Street
68	Valencia Avenue	Lemke Drive
69	Valencia Avenue	Chickasaw Drive

EXHIBIT 'B'
FEE SCHEDULE FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

Fee Schedule for Preventive Maintenance

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Maintain each signalized intersection – monthly, quarterly, bi-annually, and annual services	58	EA	$55.00
2	Maintain each Quiet Zone signalized intersection - monthly, quarterly, bi-annually, and annual services	3	EA	$55.00
3	Maintain Battery Back-up System per Intersection per Month	40	EA	$5.00
A1	Routine Preventative Maintenance Per Month (Items 1 through 5)			$3,555
A	Annual Preventative Maintenance (A1 multiplied by 12 months)			$42,660

Fee Schedule for Extraordinary Repairs

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1	Replace 6' diameter Type E detector loops, including lead-in and cable splicing	EA	$575.00
2	Replace burned-out light Emitting Diodes (LED) module – NON-PV	EA	$100.00
3	Replace burned-out internally illuminated street name sign (ISNS) lamps	EA	$165.00
4	Replace burned out intersection safety light with LED fixture (Philips Lumec RoadFocus RFM)	EA	$765.00
5	Replace burned out intersection safety light bulb only	EA	$90.00
6	Extraordinary Repairs – Hourly Rate Regular Time (Electrician Labor with Equipment)	EA	$130.00
7	Extraordinary Repairs – Hourly Rate – Overtime (Electrician Labor with Equipment)	EA	$180.00
8	Extraordinary Repairs – Hourly Rate – Double Time (Electrician Labor with Equipment)	EA	$235.00
9	Underground Service Alert (USA) response-marking of traffic signal facilities at City's request	EA	$150.00
10	Painting of Pedestrian Heads, Pedestrian buttons and framework per intersection	EA	$700.00
11	Painting of all signal heads, backplates and frameworks per intersections.	EA	$850.00
12	Painting of traffic signal controller cabinet and electric service cabinet per intersection	EA	$700.00

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Woodruff-Sawyer & Co.
50 California Street, Floor 12
San Francisco CA 94111

CONTACT NAME: Chris Kelley
PHONE (A/C, No, Ext): 415-402-6521 **FAX (A/C, No):** 415-989-9923
E-MAIL ADDRESS: ckelley@woodruffsawyer.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Sentinel Insurance Company, Ltd.	11000
INSURER D :	
INSURER E :	
INSURER F :	

INSURED BEARELE-01
Bear Electrical Solutions, Inc.
1252 State St, PO 924
Alviso CA 95002

COVERAGES **CERTIFICATE NUMBER:** 213861756 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	57UEAFN9382 ✓	2/1/2023	2/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	57UEAFN9268 ✓	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			57RHAFN9350	2/1/2023	2/1/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	57WEAAJ9MEN ✓	2/1/2023	2/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Maintenance Services Agreement. The City of Placentia and its elected and appointed, its officials, boards, officers, officials, agents, employees, and Volunteers are additional insured, on a primary, non-contributory basis, per the attached endorsements. Policies contain a 30-day notice of cancellation, 10-day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

The City of Placentia
401 E. Chapman
Placentia CA 92807

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Christian Kelley

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POLICY NUMBER: 57UEAFN9382

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) Or Location(s) Of Covered Operations:
The City of Placentia and its elected and appointed, its officials, boards, officers, officials, agents, employees,	All work for the City of Placentia
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. With respect to those person(s) or organization(s) shown in the Schedule above when you have agreed in a written contract or written agreement to provide insurance such as is afforded under this policy to them, Subparagraph **f.**, **Any Other Party**, under the **Additional Insureds When Required By Written Contract, Written Agreement Or Permit** Paragraph of **Section II – Who Is An Insured** is replaced with the following:

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;

(2) In connection with your premises owned by or rented to you and shown in the Schedule; or

(3) In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

(a) The written contract or written agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

The insurance afforded to the additional insured shown in the Schedule applies:

(1) Only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(a) During the policy period; and

(b) Subsequent to the execution of such written contract or written agreement; and

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(c) Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

(2) Only to the extent permitted by law; and

(3) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

With respect to the insurance afforded to the person(s) or organization(s) that are additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to the additional insured shown in the Schedule are described in the Limits Of Insurance section.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in **Section IV – Commercial General Liability Conditions**, except as otherwise amended below.

B. With respect to insurance provided to the person(s) or organization(s) that are additional insureds under this endorsement, the **When You Add Others As An Additional Insured To This Insurance** subparagraph, under the **Other Insurance** Condition of **Section IV – Commercial General Liability Conditions** is replaced with the following:

When You Add Others As An Additional Insured To This Insurance

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **(c)** below. This insurance does not apply to other insurance to which the additional insured in the Schedule has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(i) The additional insured in the Schedule is a Named Insured under such other insurance; and

(ii) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured in the Schedule.

(c) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions in the policy remain unchanged.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors
working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment–related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment–related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be
added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   - **a. (1)** Radio;
   - **(2)** Television;
   - **(3)** Billboard;
   - **(4)** Magazine;
   - **(5)** Newspaper; or
   - **b.** Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:
   - **a.** The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   - **b.** An interactive conversation between or among persons through a computer network.
2. **"Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
   - **a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   - **b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. **"Bodily injury"** means physical:
   - **a.** Injury;
   - **b.** Sickness; or
   - **c.** Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. **"Coverage territory"** means:
   - **a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
   - **b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
   - **c.** All other parts of the world if the injury or damage arises out of:
     - **(1)** Goods or products made or sold by you in the territory described in **a.** above;
     - **(2)** The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
     - **(3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   - **a.** Refusal to employ that person;
   - **b.** Termination of that person's employment; or
   - **c.** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. **"Insured contract"** means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section **III** – Limits of Insurance;

    b. A sidetrack agreement;

    c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

    Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

    However, Paragraph **f.** does not include that part of any contract or agreement:

    (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

    (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

    (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

    (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. **"Loading or unloading"** means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

    b. While it is in or on an aircraft, watercraft or "auto"; or

    c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

    (1) Power cranes, shovels, loaders, diggers or drills; or

    (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

    e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard"**:

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:

    a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

    b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

    As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

    a. Stored as or on;

    b. Created or used on; or

    c. Transmitted to or from;

    computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. **"Volunteer worker"** means a person who

    a. Is not your "employee";

    b. Donates his or her work;

    c. Acts at the direction of and within the scope of duties determined by you; and

    d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. **"Your product"**:

    a. Means:

        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

            (a) You;

            (b) Others trading under your name; or

            (c) A person or organization whose business or assets you have acquired; and

        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    b. Includes

        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

        (2) The providing of or failure to provide warnings or instructions.

    c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. **"Your work"**:

    a. Means:

        (1) Work or operations performed by you or on your behalf; and

        (2) Materials, parts or equipment furnished in connection with such work or operations.

    b. Includes

        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

        (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. **BROAD FORM INSURED**

   A. Subsidiaries and Newly Acquired or Formed Organizations

   The Named Insured shown in the Declarations is amended to include:

   (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

   (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

   (a) That is a partnership or joint venture,

   (b) That is an "insured" under any other policy,

   (c) That has exhausted its Limit of Insurance under any other policy, or

   (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

   Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

   B. Employees as Insureds

   Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

   d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

   C. Lessors as Insureds

   Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

   e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

   (1) The agreement requires you to provide direct primary insurance for the lessor and

   (2) The "auto" is leased without a driver.

   Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

   D. Additional Insured if Required by Contract

   (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

   f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. **AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5 **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. **LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. **AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. **ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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Policy no. 57WEAAJ9MEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	**Job Description**
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us.	

Countersigned by Christian Kelley
Authorized Representative

Form WC 04 03 06 **(1)** Printed in U.S.A.
Process Date: 02/01/2023 **Policy Expiration Date:** 02/01/2024

Agenda Item No: 1.f

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 21, 2026

Submitted by: Jesus Avila

From: Public Works

Subject:
AMENDMENT NO. 1 TO PUBLIC WORKS AGREEMENT WITH RJ NOBLE COMPANY FOR CONSTRUCTION SERVICES RELATED TO THE FY 24-25 RESIDENTIAL STREET REHABILITATION PROJECT

Financial Impact:
Fiscal Impact:
Expense: $340,692.53 Amendment No.1 for extra work related to additional excavation and pavement, the construction of new asphalt pavement at Fire Station 1 and drainage structure reconstruction.
Available Budget: $654,176.00 Fiscal Year 2025-26 CIP, (211-90300-9600) Measure M

Summary:
On October 7, 2025, the City Council entered into a Public Works Agreement (PWA) with RJ Noble Company for $1,972,915.05 for Fiscal Year ("FY") 2024-25 Residential Street Rehabilitation Project. The scope of work for the FY 2024-25 Residential Street Rehabilitation Project entailed the rehabilitation of selected residential streets bounded by Bastanchury Road, Valencia Avenue, Placentia Avenue, and Yorba Linda Boulevard. In general, the work consisted of pavement rehabilitation; replacement of damaged sidewalk, curb, and gutter; two driveways in front of Brookhaven Elementary School; and new pavement striping, markings, and legends.

The project team encountered unforeseen challenges during the course of construction including unsuitable subgrade for paving, in addition to City and constituent requests. Staff recommends the approval of Amendment No. 1 to the subject agreement for construction services related to the FY 24-25 Residential Street Rehabilitation Project. As a result of these changes, construction costs are expected to go beyond the 10% construction contingency amount of $197,291.51 by an additional $143,401.03, totaling $340,692.53 or 17.3%, for a total construction contract amount of $2,313,607.58.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Approve Amendment No. 1 to a Public Works Agreement with RJ Noble Company in the amount of $340,692.53; and
2. Authorize the City Administrator, and/or her designee, to execute the necessary

documents, in a form approved by the City Attorney.

Strategic Plan Statement:
The item conforms to Strategic Plan Goal No. 3: Maintain and enhance streets, parks, and public facilities to ensure they are well-appointed, clean, attractive, and reflective of the City's commitment to quality.

Discussion:
On October 7, 2025, the City Council entered into a Public Works Agreement with RJ Noble Company for $1,972,915.05 for Fiscal Year ("FY") 2024-25 Residential Street Rehabilitation Project which included the construction of pavement rehabilitation; replacement of damaged sidewalk, curb, gutter; two driveways in front of Brookhaven Elementary School; and new pavement striping, markings, and legends.

The project team encountered several unforeseen conditions during construction. One of which included areas of unsuitable subgrade discovered by the paving contractor during milling operations. These unforeseen conditions did not meet the requirements for final paving and would have compromised the long-term performance of the roadway. To address this, additional excavation and placement of asphalt base material were required to establish a stable foundation for the new pavement surface. Per the previously approved Staff report, Staff understood that sufficient project funding remained available to cover the cost of this additional work. To avoid added expenses associated with contractor re-mobilization and to maintain the project on schedule, Staff authorized the contractor to proceed with the repairs immediately. Completing this work will improve the lifespan of the new pavement and reduce the likelihood of near-term pavement failures.

Additionally, the project team received a request from the Fire Department for the repaving of the existing parking lot at Fire Station 1. After reviewing the condition of the existing parking lot, it was determined that pavement reconstruction was essential for the functionality and longevity of this City facility. The quickest way to perform this work is to use the existing contract we already have in place with this paving contractor.

The project team also identified two deferred maintenance items in need of repair, both of which pose potential ADA concerns within the public right-of-way. One location requires the reconstruction of a concrete catch basin top at 300 S. Jefferson St., which was brought to the City's attention in 2020 and has not been addressed. The other location requires the reconstruction of two parkway drains at 808 Berkenstock Cir., which was brought to the City's attention in 2021 and has not been addressed.

Staff recommends the approval of Amendment No. 1 to the subject agreement for construction services related to the FY 24-25 Residential Street Rehabilitation Project. As a result of these changes, construction costs are expected to go beyond the 10% construction contingency amount of $197,291.51 by an additional $143,401.03, totaling $340,692.53 or 17.3%, for a total construction contract amount of $2,313,607.58.

Attachments
Amendment 1.pdf
(Fully Executed) RJ Noble Company - 24-25 Residential Street Rehab Agreement.pdf
FY 24-25 Res. Street Rehab - Amendment 1 Cost Breakdown.pdf

AMENDMENT NO. 1 TO
PUBLIC WORKS AGREEMENT
WITH RJ NOBLE COMPANY

This Amendment No. 1 ("Amendment") to the Agreement is made and entered into effective the 21st day of April 2026, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and R.J. Noble Company, a California corporation (hereinafter "CONTRACTOR"). CITY and CONTRACTOR are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. Recitals.

(i) CITY and CONTRACTOR entered into a Public Works Agreement ("Agreement") effective October 7, 2025, through which CONTRACTOR has been providing construction services as more fully explained in the Scope of Services attached to the Agreement as Exhibit "A".

(ii) The Parties now seek to amend the Agreement to increase the compensation by $340,692.53 for additional work related to the unsuitable subgrade during paving, construction of new asphalt pavement at Fire Station 1 and Drainage Structure Concrete Repairs Including previously approved change orders, the total not to exceed amount is $2,313,607.58 .

(iii) All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement.

1. Section 3.1, Paragraph 1 of the Agreement is hereby amended to read as follows:

Contract Sum For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of two million three hundred thirteen thousand six hundred seven dollars and fifty-eight cents ($2,313,607.58) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

3. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Consulting Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

By: _____
Steven L. Mendoza, Vice President

CITY OF PLACENTIA

By: _____
Jennifer Lampman
City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
FY 2024-2025 RESIDENTIAL STREET REHABILITATION PROJECT
CITY PROJECT NO. 26-104

THIS AGREEMENT (herein "Agreement") is made and entered into this 7th day of October, 2025 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and R.J. Noble Company (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H :

A. WHEREAS, City requires the construction of residential street improvements as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

(a) Contractor. Contractor shall mean R.J. Noble Company a (California corporation, partnership, individual) located at 15505 E. Lincoln Avenue Orange, CA 92865.

(b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman Ave., Placentia, California 92870.

(c) City Council. City Council shall mean the City Council of the City of Placentia.

(d) Contract Officer. Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

(e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

(f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator

or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E".

2.4 Licenses, Permits, Fees, and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors, and their employees, in the performance of Contractor's work under this Agreement, shall be responsible for exercising the

degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less, may be approved

by the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations as required by SB 854 and Labor Code 1725.5 and understands that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall ensure that its subcontractors comply with said requirements. Contractor shall comply with Labor Code Section 1771.4 and shall post all legally required job site notices. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars ($25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of one million nine hundred seventy two thousand nine hundred fifteen dollars with five cents ($ 1,972,915.05) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time

period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than October 7, 2026, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

R.J. Noble Company
ATTN: Steven L. Mendoza
15505 E. Lincoln Ave.
Orange, CA 92865

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability, and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its subcontractors, agents, or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, subcontractors, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents, or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and

generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION, AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, insurance as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:
In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

The City of Placentia, its officers, officials, employees, agents, and volunteers shall be named as additional insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies

the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached to this Agreement as Exhibit "D" and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall protect, defend, indemnify, and hold free and harmless the City of Placentia, its officers, officials, employees, agents, and volunteers, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising or alleged to arise out of or in any way connected with the performance of the work, operations, or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Contractor, its employees, and/or subcontractors.

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, officials, employees, agents, or volunteers for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations, or activities hereunder; and Contractor agrees to save and hold the City, its officers, officials, employees, agents, and volunteers harmless therefrom.

(c) In the event the City, its officers, officials, employees, agents, or volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, officials, employees, agents, or volunteers any and all costs

and expenses incurred by the City, its officers, officials, employees, agents, or volunteers in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

(d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any State or Federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Key Rating Guide or in the Federal Register, and only if they are of a Financial Size Category Class VII or larger, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Project Manager and Risk Manager determine that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Project Manager provided that the Contractor shall have the right to appeal a determination of increased coverage by the Project Manager to the City Council of City within ten (10) days of receipt of notice from the Project Manager.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives, and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives, and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any

subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Thousand and Two Hundred Dollars ($5,200.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A") or Schedule of Performance (Exhibit "B"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave.
Placentia, California 92870
Attn.: Chris Tanio

To Contractor: R.J. Noble Company
ATTN: Steven L. Mendoza
15505 E. Lincoln Ave.
Orange, CA 92865

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or

breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates, and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates, and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this

Agreement unless such person is properly documented and legally entitled to be employed within the United States. Further, Contractor shall comply with the following:

(a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

(b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at http://www.uscis.gov, or access the registration page at https://e-verify.uscis.gov/enroll. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer

contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, State, or Federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

8.20 Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances, and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances, and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums, or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to

Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates, and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

8.25 Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.26 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.27 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

8.28 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.29 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any

inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF PLACENTIA,
A municipal corporation and Charter City

Jennifer Lampman, City Administrator — Date: 11/4/25

ATTEST:

Robert S. McKinnell, City Clerk

CONTRACTOR:

X _____ — Date: 09/18/2025
Signature

STEVEN L. MENDOZA, VICE PRESIDENT
Name and Title

~~33-866299~~ 33-0866299
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney — Date: 10/20/25

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Manager — Date: 10-27-2025

APPROVED AS TO CONTENT:

Shelley L. Kennell, Project Manager

Date: 11/6/25

DEPARTMENTAL APPROVAL:

Chris Tanio, Director of Public Works/
City Engineer

Date: 11/10/25

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 ORANGE

On 09/18/2025 *Date* before me, JADELIN PIOHIA, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared STEVEN L. MENDOZA *Name(s) of Signer(s)*,

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.

JADELIN PIOHIA
Notary Public - California
Orange County
Commission # 2486732
My Comm. Expires Apr 12, 2028

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____ *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Bond No. 30259221
Executed in Triplicate

(Use of City Bond Form is Required)

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, R.J. NOBLE COMPANY, as Principal, has entered into a contract dated October 7th, 2025, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: FY 2024-2025 RESIDENTIAL STREET REHABILITATION and all appurtenant work in accordance with PROJECT NO. 26-104, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, R.J. NOBLE COMPANY, as Principal, and Western Surety Company, a corporation organized under the laws of South Dakota and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of * Dollars ($**), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

*One Million Nine Hundred Seventy-Two Thousand Nine Hundred Fifteen Dollars and 05/100 Cents **($1,972,915.05)

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 ORANGE

On 09/19/2025 *Date* before me, JADELIN PIOHIA, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared STEVEN L. MENDOZA *Name(s) of Signer(s)*,

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.

JADELIN PIOHIA
Notary Public - California
Orange County
Commission # 2486732
My Comm. Expires Apr 12, 2028

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____ *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 ORANGE

On 09/19/2025 *Date* before me, JADELIN PIOHIA, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared JENNIFER M. VEGA *Name(s) of Signer(s)*,

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.

JADELIN PIOHIA
Notary Public - California
Orange County
Commission # 2486732
My Comm. Expires Apr 12, 2028

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Jadelin Piohia
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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 Orange }

On September 18th, 2025 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer),

personally appeared Kelly Vincent,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Western Surety Company
(Title or description of attached document)

Labor & Material Bond (Replacement)
(Title or description of attached document continued)

Number of Pages 2 Document Date 9-18-25

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David S Jacobson, Kelly Vincent, Individually

of Anaheim, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of July, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of July, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September, 2025

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

R.J. NOBLE COMPANY A CALIFORNIA CORPORATION

AUSTIN M. CARVER, PRESIDENT JENNIFER M. VEGA,SECRETARY

JAMES N. DUCOTE, C.F.O.

Business Address:

15505 E. LINCOLN AVE.,

ORANGE, CA 92865

Telephone Number: 714-637-1550

Date: 09/18/2025

Print Name: R.J. NOBLE COMPANY
Principal

Signature: X
Title STEVEN L. MENDOZA, VICE PRESIDENT

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT
401 E. Chapman Ave.
Placentia, CA 92870

Exempt: Yes____ No XX Telephone (714) 637-1550

CORPORATION: R.J. NOBLE COMPANY TAX ID 33-0866299

U.S.A. OR ANY AGENCIES THEREOF: N/A

IRS CODE #501 TAX-EXEMPT ORGANIZATION: N/A

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: N/A

SOLE PROPRIETOR: N/A

A PARTNERSHIP: N/A

OTHER: N/A (Explain)

Signature/Title: X _____ Date: 09/18/2025
STEVEN L. MENDOZA,
VICE PRESIDENT

Bond No. 30259221
Executed in Triplicate

CITY OF PLACENTIA
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to R.J. NOBLE COMPANY a California corporation (hereinafter "Principal"), an Agreement, dated October 7th, 2025, 20___ ("Agreement"), whereby Principal agreed to provide construction services including _____ FY 2024-2025 Residential Street Rehabilitation Project / City Project No. 26-104.

WHEREAS, the Public Work to be performed by the Principal is more particularly set forth in the Agreement which is incorporated herein by reference and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

NOW, THEREFORE, we, R.J. NOBLE COMPANY, as Principal, and Western Surety Company as Surety, are held and firmly bound unto the City in the sum of * Dollars ($**), this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

*One Million Nine Hundred Seventy-Two Thousand Nine Hundred Fifteen Dollars and 05/100 Cents **($1,972,915.05)

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officer, agents and employees, as therein stipulated; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred in successfully enforcing the obligation on the bond, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of Agreement, the contract documents or of the work to be performed thereunder.

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any Federal or State laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to

obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

Collection of liquidated damages by City due to Principal's failure to timely achieve Substantial Completion shall not limit, modify, or act as an offset or credit against Surety's obligation to arrange for or cause the completion of the Public Work as and when required by the Agreement.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the 18th day of September, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)

SURETY: Western Surety Company

By X

Kelly Vincent, Attorney-in-Fact

2 Park Plaza, Suite 400
Irvine, CA 92614
ADDRESS

(Seal)

PRINCIPAL: R.J. NOBLE COMPANY

By X

STEVEN L. MENDOZA, VICE PRESIDENT

X

JENNIFER M. VEGA, SECRETARY

15505 E. LINCOLN AVE., ORANGE, CA 92865
ADDRESS

APPROVED:

CITY ATTORNEY

Two (2) Notarized Signatures required from all Corporations.

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The City Attorney of the City of Placentia must approve the bond.
4. The bond, after approval, must be filed with the City Clerk of the City of Placentia.

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 ORANGE

On 09/19/2025 *Date* before me, JADELIN PIOHIA, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

personally appeared STEVEN L. MENDOZA *Name(s) of Signer(s)*,

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.

JADELIN PIOHIA
Notary Public - California
Orange County
Commission # 2486732
My Comm. Expires Apr 12, 2028

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Jadelin Piohia
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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 Orange }

On September 18th, 2025 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer),

personally appeared Kelly Vincent,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

ETC1 SUSAN E. MORALES COMM. #2444309 NOTARY PUBLIC- CALIFORNIA ORANGE COUNTY MY COMM. Expires April 14, 2027 ETC1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Western Surety Company
(Title or description of attached document)
Performance Bond
(Title or description of attached document continued)

Number of Pages 2 Document Date 9-18-25

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David S Jacobson, Kelly Vincent, Individually

of Anaheim, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of July, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of July, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

BID GUARANTEE

TO THE CITY OF PLACENTIA
PROJECT NO. 26-104

As a material inducement to the City to award the contract for Project No. 26-104 to R.J. NOBLE COMPANY the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: FY 2024-205 RESIDENTIAL STREET REHABILITATION ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

Guarantor

Date: 09/18/2025

Contractor: R.J. NOBLE COMPANY

By: X

Title: STEVEN L. MENDOZA, VICE PRESIDENT

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

a. That all statements of fact in such bid or proposal are true.

b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.

c. That such bid or proposal is genuine and not collusive or sham.

d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement.

e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.

f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.

g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.

j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any State or Federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On 09/18/2025 at ORANGE California.

Firm R.J. NOBLE COMPANY

Street 15505 E. LINCOLN AVENUE

City ORANGE State CA Zip 92865

X _____
(Signature)

STEVEN L. MENDOZA, VICE PRESIDENT
(Print Name & Title)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 ORANGE

On 09/18/2025 (Date) before me, JADELIN PIOHIA, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared STEVEN L. MENDOZA (Name(s) of Signer(s)),

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.

JADELIN PIOHIA
Notary Public - California
Orange County
Commission # 2486732
My Comm. Expires Apr 12, 2028

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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EXHIBIT B

SCHEDULE OF PERFORMANCE

All work must be complete within **sixty (60)** working days from the issuance of the Notice to Proceed.

Time of Essence. Time is of the essence in the performance of this Agreement.

Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than October 7, 2026, unless the parties mutually agree in writing to extend the term.

EXHIBIT C

INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence of Coverage:
    1. Subrogation waiver endorsement; and
    2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate

shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella

Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required Evidence of Coverage:
    1. Copy of the additional insured endorsement or policy language granting additional insured status; (The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named

- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
    1. Copy of the additional insured endorsement or policy language granting additional insured status;
    2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
    3. Properly completed Certificate of Insurance.

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

F. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

G. Documentation

- The Certificate of Insurance shall include the following reference: **FY 2024-2025 RESIDENTIAL STREET REHABILITATION PROJECT, CITY PROJECT NO. 26-104**
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required

EXHIBIT D

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate but cannot otherwise waive these claim procedures.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Annette Romero	
Acrisure Southwest Partners Insurance Services, LLC 611 Anton Blvd., Suite #1400 Costa Mesa, CA 92626	PHONE (A/C, No, Ext):	949-486-7904	FAX (A/C, No):
	E-MAIL ADDRESS:	aromero@acrisure.com	
www.patrisk.com 0K07568	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :	Travelers Property Casualty Company of America	25674
INSURED R. J. Noble Company 15505 Lincoln Avenue P.O. Box 620 Orange CA 92856-9020	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 87225583 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ✓ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	VTJ-EXGL-9F338142-TIL-25	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY	✓	✓	VTC2E-CAP-9F338154-TCT-25	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
A	☐ UMBRELLA LIAB ☑ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	✓	✓	CUP-4R630983-24-25 Policy Follows Form Over Underlying General Liab.	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	UB-7N939386-25-25-K	7/1/2025	7/1/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Auto Physical Damage			VTE-BAP-9F338166-TCT-25	7/1/2025	7/1/2026	$10,000 Ded Comp & Collision	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: FY 2024-2025 Residential Street Rehabilitation / City Project #26-104
City of Placentia, its officers, employees, representatives, attorneys, and volunteers are named as Additional Insured as respects to General Liability and Auto Liability per endorsement attached where required by written contract. Coverage is Primary and Non-contributory and Waiver of subrogation applies and in favor of Additional Insureds. Excess/Umbrella follows form over GL, Auto and EL.
30 days notice of cancellation, 10 days for non-payment of premium.

CERTIFICATE HOLDER

City of Placentia
401 E. Chapman Ave.
Placentia CA 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dave Jacobson

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VTJ-EXGL-9F338142-TIL-25
R. J. Noble Company

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

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R. J. Noble Company
POLICY NUMBER: VTJ-EXGL-9F338142-TIL-25

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 9/18/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION – DESIGNATED ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

PROVISIONS

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy that is shown in the Schedule Of Designated Additional Insureds provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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R. J. Noble Company
POLICY NUMBER: VTJ-EXGL-9F338142-TIL-25

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 07/01/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – DESIGNATED ADDITIONAL INSUREDS – PRIMARY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSUREDS

PROVISIONS

The following is added to Paragraph **4.a., Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance afforded under this Coverage Part to any additional insured shown in the Schedule Of Designated Additional Insureds is primary to any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries
B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
C. Incidental Medical Malpractice
D. Blanket Waiver Of Subrogation
E. Contractual Liability – Railroads
F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

   b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

   (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

   (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE – GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

J. **PERSONAL EFFECTS**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

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(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **e.** in Paragraph **B.7., Policy Term, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its

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territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

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5. **Transfer Of Rights Of Recovery Against Others To Us**

   We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: UB-7N939386-25-25-K

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH
THIS WAIVER.

DATE OF ISSUE: 9/18/2025 ST ASSIGN:

Amendment 1 - Cost Breakdown

Construction Contract Amount Breakdown	**Cost**
Original Contract Amount	$ 1,972,915.05
10% Approved Contract Contingency Amount	$ 197,291.51
Budget Amount Needed for Additional Work over 10% Approved Contingency	$ 143,401.03
Final Revised Contract Sum	$ 2,313,607.58

Contingency Scope of Work	**Cost**
Additional Concrete (R&R Sidewalk and Curb/Gutter from Tree Damage)	$ 106,910.00
Additional Material Overages	$ 3,418.29
Additional Excavation and AC (R&R for Unsuitable/Soft Subgrade)	$ 108,884.24
Fire Station Parking Lot Paving	$ 85,980.00
Drainage Structure Repairs (deferred maintenance)	$ 35,500.00
All Change Order Costs	$ 340,692.53

10% Approved Contract Contingency Amount	$ 197,291.51
Additional Concrete (Approved CCO)	$ 106,910.00
Additional Material Overages (Approved CCO)	$ 3,418.29
80% of Additional Excavation and AC (Pending CCO Approval)	$ 86,963.21

Budget Amount Needed for Additional Work over 10% Approved Contingency	$ 143,401.03
20% of Additional Excavation and AC (Pending CCO Approval)	$ 21,921.03
Fire Station Parking Lot Paving (Pending CCO Approval)	$ 85,980.00
Drainage Structure Repairs (deferred maintenance) (Pending CCO Approval)	$ 35,500.00

Agenda Item No: 1.g

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 21, 2026

Submitted by: Andrew Gonzales

From: Development Services

Subject:

CONSIDERATION OF VESTING TENTATIVE TRACT MAP NO. 19467 FOR THE SUBDIVISION OF A 2.72-ACRE PROPERTY TO CREATE 75 RESIDENTIAL CONDOMINIUM UNITS, INCLUDING FIVE LIVE-WORK UNITS, LOCATED AT 777 W. ORANGETHORPE AVENUE AND 776 S. PLACENTIA AVENUE (APN 339-112-27)

Financial Impact:

Fiscal Impact:

$1,657,634 Development Impact Fees

Summary:

Placentia Municipal Code (PMC) Section 22.72.002 requires a Tract Map for all subdivisions of five (5) or more parcels, and PMC Section 22.72.060(c) requires the Planning Commission to recommend approval, conditional approval, or denial of a subdivision map to the City Council. At its meeting held on March 10, 2026, the Planning Commission voted 4-1-1 (Navarro, no; Rocke, absent) to recommend approval of Vesting Tentative Tract Map No. VTTM 19467 to the City Council. At the same meeting, the Planning Commission also reviewed and approved Development Plan Review No. DPR 2025-03 to permit the development of eleven (11) three-story, townhome-style buildings consisting of 75 residential condominium units, including five (5) live-work units, on a previously developed 2.72-acre site located at 776 S. Placentia Avenue and 777 W. Orangethorpe Avenue.

In accordance with PMC Section 23.75.010(A), DPR 2025-03 does not require City Council approval and is therefore not part of the City Council's consideration. However, pursuant to PMC Section 22.72.070, City Council approval is required for Tentative Tract Maps, including those Vesting Maps.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Find that Vesting Tentative Tract Map No. VTTM 19467 is statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.66 (AB 130 – Infill Housing Development Projects); and
2. Adopt Resolution No. R-2026-17, A Resolution of the City Council of the City Of Placentia, California, adopting the California Environmental Quality Act ("CEQA") Statutory Exemption, California Public Resources Code § 21080.66 (Ab 130 – Infill

Housing Development Projects), and approving Vesting Tentative Tract Map No. VTTM 19467 for the subdivision of the subject property for the purpose of creating 75 residential condominium units on a 2.72-acre previously developed site, on property located at 777 W. Orangethorpe Avenue and 776 S. Placentia Avenue (APN 339-112-27).

Strategic Plan Statement:
This item is consistent with the City Council's adopted Strategic Goal No. 1 (Fiscal Sustainability), Goal No. 3 (Infrastructure, Facilities & Public Spaces), and Goal No. 4 (Economic Development).

The proposed redevelopment of a long-vacant automobile dealership site with new residential townhome and live-work units represents reinvestment in an underutilized commercial corridor property. The project introduces new housing opportunities, private capital improvements, and long-term property value stabilization along the Placentia Avenue and Orangethorpe Avenue intersection. Redevelopment of the site will generate ongoing property tax revenue, increase assessed valuation and contribute to the City's overall fiscal stability.

Additionally, the project replaces an aging, vacant commercial structure with new residential buildings, landscaped open space, pedestrian paseos, and enhanced site improvements. These physical upgrades support the City's broader objective of maintaining attractive, well-appointed development along major corridors.

The inclusion of live-work condominium units oriented toward Orangethorpe Avenue further contributes to corridor activation and supports small-scale entrepreneurial activity, aligning with the City's goal of fostering a vibrant and economically active community.

Discussion:
Subject Site and Surrounding Land Uses
The subject property is located at the northeast corner of S. Placentia Avenue and W. Orangethorpe Avenue and is currently developed with a vacant automobile dealership building and associated surface parking areas. The site has remained vacant since 2018 and is situated within an established urban corridor characterized by a mix of commercial, industrial, office, and residential land uses. Surrounding uses include commercial and service-oriented uses to the south, industrial and office uses to the east and north, and additional industrial and commercial uses within the City of Fullerton to the west. The proposed project involves the redevelopment of the site with a 75-unit residential townhome condominium development, including five (5) live-work units, which is consistent with the evolving land use pattern of the surrounding area.

Applicable Code Sections – Placentia Municipal Code
Pursuant to PMC Section 22.72.002, a Tentative Tract Map is required for subdivisions consisting of five (5) or more parcels. PMC Section 22.72.060(c) requires the Planning Commission to review such applications at a noticed public hearing and provide a recommendation to the City Council. In accordance with PMC Section 22.72.070, final approval authority for Tentative Tract Maps rests with the City Council. Accordingly, Vesting Tentative Tract Map No. 19467 is before the City Council for consideration following a recommendation of approval by the Planning Commission.

Subdivision (VTTM) Analysis

The proposed Vesting Tentative Tract Map No. 19467 establishes a condominium subdivision for the purpose of creating 75 residential ownership units. The subdivision is structured as a single underlying parcel with individual airspace condominium units and associated common areas, including private streets, open space areas, and shared infrastructure. The proposed map does not alter the exterior boundary of the property or create separate fee-simple lots; rather, it establishes a legal framework for individual ownership of residential units within a common interest development. The subdivision is consistent with the requirements of Title 22 of the Placentia Municipal Code and is compatible with the proposed residential development approved under Development Plan Review No. DPR 2025-03.

Zoning and Specific Plan Consistency
The project site is located within Specific Plan No. 5 (SP-5), which establishes permitted land uses and development standards for the property. The proposed residential townhome development is consistent with the applicable SP-5 standards, including density, building height, setbacks, and parking requirements. The project provides a density of approximately 27.6 dwelling units per acre, which falls within the permitted range of 15 to 95 dwelling units per acre established under Zoning Code Amendment No. 2024-01. The proposed building height, site layout, and development intensity comply with the applicable provisions of SP-5 and the Placentia Municipal Code. No General Plan Amendment or Specific Plan Amendment is required for the proposed development.

General Plan Consistency
The proposed project is consistent with the goals and policies of the City's General Plan, including the Land Use, Housing, Mobility, and Economic Development Elements. The project redevelops a previously developed and underutilized site with a residential townhome community that provides ownership housing opportunities, including multiple two and three-bedroom units suitable for larger households. The development supports infill development objectives, promotes efficient use of existing infrastructure, and contributes to the City's overall housing supply. Additionally, the inclusion of live-work units supports small-scale economic activity along a major corridor.

Planning Commission Action
At its meeting held on March 10, 2026, the Planning Commission considered Development Plan Review No. DPR 2025-03 and Vesting Tentative Tract Map No. 19467. Following consideration of the staff report and public testimony, the Planning Commission adopted Resolution No. PC-2026-04 approving DPR 2025-03 and adopted Resolution No. PC-2026-05 recommending that the City Council approve Vesting Tentative Tract Map No. 19467. The Planning Commission voted to recommend approval of the VTTM was 4-1-1 (Navarro, no; Rocke, absent).

Environmental Determination
The proposed project qualifies for a Statutory Exemption from the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080.66 (Assembly Bill 130 – Infill Housing Development Projects). The project is located on a previously developed site within an urbanized area and meets all applicable criteria for the exemption. Accordingly, no further environmental review is required.

Conclusion
The proposed subdivision was reviewed by the Planning Division, Building & Safety Division, Public Works Department, Police Department, and Fire and Life Safety Department. Based on

this review, recommended conditions of approval and standard development requirements have been incorporated into the draft resolution for City Council consideration. These conditions are intended to ensure compliance with applicable municipal regulations and to address site design, infrastructure, and operational considerations associated with the development. It should be noted that the Planning Commission adopted Resolution No. PC-2026-04 related to Development Plan Review No. DPR 2025-03 on March 10, 2026. This Resolution also includes conditions of approval to ensure compliance with applicable municipal regulations and to further address site design, infrastructure, and operational considerations associated with the development.

Attachments

1._Resolution_R-2026-17_VTTM_19467.docx
2. PC Resolution No. 2026-04.pdf
3. VTTM 19467 Subdivision Map & Project Plans.pdf
4. PC Staff Report 777 Placentia TH.pdf

RESOLUTION NO. R-2026-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") STATUTORY EXEMPTION, CALIFORNIA PUBLIC RESOURCES CODE § 21080.66 (AB 130 – INFILL HOUSING DEVELOPMENT PROJECTS), AND APPROVING VESTING TENTATIVE TRACT MAP NO. VTTM 19467 FOR THE SUBDIVISION OF THE SUBJECT PROPERTY FOR THE PURPOSE OF CREATING 75 RESIDENTIAL CONDOMINIUM UNITS ON A 2.72-ACRE PREVIOUSLY DEVELOPED SITE, ON PROPERTY LOCATED AT 777 W. ORANGETHORPE AVENUE AND 776 S. PLACENTIA AVENUE (APN 339-112-27)

A. Recitals.

WHEREAS, On March 10, 2026, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, recommending to the City Council of the City of Placentia, approval of Vesting Tentative Tract Map No. VTTM 19467 for the property located at 777 W. Orangethorpe Avenue and 776 S. Placentia Avenue; and

WHEREAS, The Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public including Gilad Ganish, representing Orangethorpe Investments Partners, LLC ("Applicant" hereinafter), regarding a Vesting Tentative Tract Map application; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

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

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

Section 2. Based upon substantial evidence presented to this City Council with regard to the Application, including written staff reports, verbal testimony and development plans, the City Council hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the

attached Conditions of Approval set forth in Attachment “A” of this Resolution and by this reference incorporated herein and Standard Development Requirements, the project complies with all applicable code requirements and development standards of Specific Plan No. 5 (SP-5) for Parcel No. 9 and Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC); and,

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is “Specific Plan”, and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the development of the 75-unit residential condominium townhomes, including five live-work units; and,

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.105, Specific Plan 5, of the PMC. City Staff carefully examined the proposed development against the applicable development regulations prescribed in Title 23 (Zoning Ordinance) and determined it to be in substantial compliance. The proposed Development approval includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements; and,

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Attachment “A” contain Conditions of Approval and Standard Development requirements specific to this development application in order to provide assurances that the proposed construction of the residential development project and; and related on and off-site improvements are in compliance with applicable requirements of the PMC, and,

e. That the proposed map is consistent with the General Plan. The proposed Vesting Tentative Tract Map is to support the construction of 75-unit residential condominium townhomes, including five live-work units on the site. The proposed residential development is consistent with all policies, programs, and goals of the General Plan; and,

f. That the site is physically suitable for the type of development. The subject site is a 2.72-acre parcel, which has been designed to accommodate the development, as well as sufficient parking and landscaping. Based on this, the subject site is adequate to accommodate the proposed townhome residential condominium project with live-work units; and,

g. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is to allow the formation and subdivision of 75 residential condominium townhome units, which includes five live-work units, within the City of Placentia that will accommodate 11 residential townhome style buildings; and,

h. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive records search was completed. Additionally, the applicant submitted property documentation verifying all easements and encumbrances affecting the property as part of the application materials. Although easements have been identified, they are primarily for utility access purposes, and most will be protected in place and will not be altered by construction of the project; and,

i. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is a previously developed car dealership property containing old and poorly maintained buildings, along with limited vegetation. There are no known areas on or adjacent to the site that support wildlife or sensitive habitat, including special-status species; and,

j. The intent of the SP-5 zoning district is to provide sites for uses that, through their respective characteristics, serve and cater to the broader community. The proposed project will be integrated into an existing developed area containing a diverse mix of commercial, quasi-residential uses such as hotels, and light industrial uses. The applicant has designed the residential development in a manner that advances the goals and policies of the General Plan and Zoning Code while avoiding significant impacts to adjacent properties through thoughtful site planning, appropriate building placement, and quality architectural design. Furthermore, the proposed project will enhance the surrounding streetscape through the incorporation of trees located behind the sidewalk within private landscaping areas, decorative ground-level landscaping, and articulated building elevations, thereby creating a visually appealing environment for motorists, pedestrians, and residents traveling along both Placentia Avenue and Orangethorpe Avenue; and,

k. The proposed development's site plan and its design features, including architecture and landscaping, are consistent with the General Plan, and will integrate harmoniously with and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City; and,

Section 3. The City Council of the City of Placentia finds that VTTM 19467 is statutorily exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code § 21080.66 (AB 130 – Infill Housing Development Projects) as the project qualifies as a residential infill development located on an urbanized and previously developed site that is less than 20 acres in size, is consistent with the applicable General Plan and zoning designation, and does not contain any environmentally sensitive habitat areas; and,

a. The City Council finds and determines that, based upon the findings set forth above and below, and changes and alterations which have been

incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

b. The City Council finds that facts supporting the above-specified findings are contained in the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application.

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby approves Vesting Tentative Tract Map No. VTTM 19467, as modified herein, and specifically subject to the conditions set forth in Attachment "1.A." of the staff report (Attachment A to this Resolution) attached hereto and by this reference incorporated herein.

APPROVED and ADOPTED this 21st day of April 2026.

_____
Chad P. Wanke, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21st day of April 2026, by the following vote:

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

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

Attachment A: Special Conditions of Approval for Vesting Tentative Tract Map No. VTTM 19467 at 777 W. Orangethorpe Avenue & 776 S. Placentia Avenue (APN 339-112-27)

Attachment "A"
Special Conditions of Approval for
Vesting Tentative Tract Map No. VTTM 19467
777 W. Orangethorpe Avenue & 776 S. Placentia Avenue
(APN 339-112-27)

SPECIAL CONDITIONS

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

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

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said actions by the City of Placentia Planning Commission.

2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

3. Approval of VTTM 19467 and the final map is contingent upon City Council Approval.

4. VTTM 19467 shall expire twenty-four (24) months after approval or conditional approval if a final map is not recorded. Upon written request, by the developer, the time limit may be extended to an additional twelve (12) months by City Council.

5. A final map shall be prepared by or under the direction of a registered Civil engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.

6. VTTM 19467 shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code, unless otherwise authorized herein.

7. Any modifications to the approved floor plan/site plan and any modifications which will change, expand or intensify the use shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the Placentia Planning Commission or may be approved administratively by City staff.

8. Prior to final release of the residential units for occupancy, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved for their respective portion.

9. The approval of Vesting Tentative Tract Map No. VTTM 19467 shall be contingent upon approval of Development Plan Review No. DPR 2024-01 and Use Permit No. UP 2024-07. In the event the VTTM is denied, approval of any of the aforementioned DPR and UP entitlements shall be deemed to be null and void. In the event the DPR and UP are denied, VTTM 19467 shall be deemed null and void.

10. Comply with all applicable conditions of approval of DPR 2025-03.

PUBLIC WORKS – ENGINEERING DIVISION:

11. Provide Signature block for City Engineer: License Number: C82756.

Final Map

12. Prior to recording the final map, the public improvement plans as required shall be signed by the City Engineer.

13. Provide a Bond Estimate for all improvements. Performance and Labor/Material bonds shall be processed as a part of the subdivision improvement agreement.

14. The subdivision improvement agreement must be processed before Final Map recordation in accordance with the Subdivision Map Act (Government Code Sections 66499).

RESOLUTION NO. PC-2026-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") STATUTORY EXEMPTION, CALIFORNIA PUBLIC RESOURCES CODE § 21080.66 (AB 130 – INFILL HOUSING DEVELOPMENT PROJECTS), AND ADOPTING DEVELOPMENT PLAN REVIEW NO. DPR 2025-03 FOR DEVELOPMENT OF 11 THREE-STORY, TOWNHOME-STYLE BUILDINGS CONSISTING OF 75 RESIDENTIAL CONDOMINIUM UNITS, INCLUDING FIVE LIVE-WORK UNITS, ON A 2.72-ACRE PREVIOUSLY DEVELOPED SITE, LOCATED AT 777 W. ORANGETHORPE AVENUE AND 776 S. PLACENTIA AVENUE (APN 339-112-27).

A. Recitals.

WHEREAS, Gilad Ganish, representing Orangethorpe Investment Partners, LLC, ("Applicant" hereinafter), regarding real property located 777 W. Orangethorpe Avenue and 776 S. Placentia Avenue (Attachment "A"), filed an application for approval of Development Plan Review No. DPR 2025-03, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject Development Plan Review request is referred to as the "Application"; and

WHEREAS, on March 10, 2026, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, and received a staff report and other relevant information from City staff and members of the public regarding the 75-unit residential condominium townhome development with five live-work units, for the Development Plan Review Application; and

WHEREAS, the Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public regarding DPR 2025-03 and VTTM 19467; and

WHEREAS, the Planning Commission finds that upon the date DPR 2025-03 is approved and in effect, previously approved Development Plan Review No. DPR 2021-02 is hereby rescinded and null and void, and DPR 2025-03 is the only valid Development Plan Review entitlement related to the subject property; and.

WHEREAS, after careful consideration of all pertinent testimony and the staff report offered in the case, the Planning Commission voted to approve the "Application"; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

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

Section 1. Development Plan Review. The Planning Commission approves Development Plan Review No. DPR 2025-03, as modified herein, and specifically subject to the conditions set forth in Attachment "A" of this Resolution and by this reference incorporated herein. The development, as modified by the attached Conditions of Approval and Standard Development Requirements (Attachment "A"), meets the overall requirements of PMC Chapter 23.105 of the Zoning Code (SP-5 Development Standards) and PMC Chapter 23.75 (Development Plan Review). As such, the Planning Commission finds as follows:

a. The project meets or exceeds the criteria established in PMC Chapter 23.105 and Section 23.75.020. Specifically, it adheres to the minimum setbacks, parking requirements, maximum building height, and minimum and maximum density development standards. The size, scale, and site layout ensures that the project not only complies with but surpasses the established development standards by providing a well-integrated and sustainable development that meets the needs of the community.; and,

b. Conditions of Approval have been prepared as necessary to prevent: (A) detriment to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (B) injurious to the property or improvements within the neighborhood or within the city; and,

c. The proposed development will be consistent with the latest adopted General Plan Land Use designation of the project area of "Specific Plan" and the Parcel No. 9 allowable land uses of SP-5; and,

d. Conditions necessary to secure the purposes of Section 23.75.020, including guarantees and evidence of compliance with conditions, are made part of the development approval.

Section 2. Based upon the environmental review of the project, the Planning Commission finds that DPR 2025-03 is statutorily exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code § 21080.66 (AB 130 – Infill Housing Development Projects) as the project qualifies as a residential infill development located on an urbanized and previously developed site that is less than 20 acres in size, is consistent with the applicable General Plan and zoning designation, and does not contain any environmentally sensitive habitat areas.

Section 3. If any section, subsection, sentence, clause, or phrase of this resolution and/or the documents in support of this resolution is/are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution.

Section 4. The Planning Commission hereby directs that, upon approval of DPR 2025-03, that a Notice of Exemption shall be filed with the Orange County Clerk/Recorder.

Section 5. Based upon the findings and conclusions set forth herein, the Planning Commission hereby approves Development Plan Review No. DPR 2025-03 as modified herein, and specifically subject to the conditions set forth in Attachment "A" attached hereto and by this reference incorporated herein.

Section 6. Upon the date DPR 2025-03 is approved and in effect, previously approved Development Plan Review No. DPR 2021-02 is hereby rescinded and null and void, and DPR 2025-03 is the only valid Development Plan Review entitlement related to the subject property.

Section 7. The Secretary to the Planning Commission shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED THIS 10TH DAY OF MARCH 2026.

_____
FRANK PEREZ, CHAIR

I, Joseph M. Lambert, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a meeting of the Planning Commission of the City of Placentia held on the 10th day of March 2026, and was passed at the meeting of the Planning Commission of the City of Placentia held on the 10th day of March 2026, by the following vote:

AYES: COMMISSIONER MEMBERS: SMITH, GUERRERO, EVANS, PEREZ
NOES: COMMISSIONER MEMBERS: NAVARRO
ABSENT: COMMISSIONER MEMBERS: ROCKE
ABSTAINED: COMMISSIONER MEMBERS: NONE

ATTEST:

_____
JOSEPH M. LAMBERT, SECRETARY TO THE PLANNING COMMISSION

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachment A: Conditions of Approval for Development Plan Review No. DPR 2025-03

Attachment "A"
Special Conditions of Approval and Standard Development Requirements for
Development Plan Review No. DPR 2025-03
777 W. Orangethorpe Avenue & 776 S. Placentia Avenue
(APN 339-112-27)

SPECIAL CONDITIONS

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

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

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Development Plan Review No. DPR 2025-03 is valid for a period of twenty-four (24) months from the date of final determination, unless extended pursuant to Placentia Municipal Code (PMC) Section 23.75.080. If the development of the site and/or use approved by this action is not established by obtaining Building Permits within such a period of time, this approval shall be terminated and shall be null and void, unless an extension is applied for and approved.

2. Failure to abide by and faithfully comply with any and all conditions attached to this action, or with any federal, state, or local law, shall constitute grounds for revocation of said action by the City of Placentia Planning Commission.

3. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

4. The site plan, floor plans, elevation plans, fire plan, conceptual grading plan, conceptual perspectives, and all associated architectural and civil drawings, including the colored renderings, dated received on March 4, 2026, shall be the conceptually approved design.

5. The five (5) live-work units shall be developed only in the specific locations and configurations reflected on the approved site plan and floor plans received and dated March 4, 2026, and maintained on file with the City of Placentia Planning Division. The approved plans shall serve as the controlling reference for the identification, orientation, and layout of the live-work units. Relocation, reconfiguration, reduction, or substitution of the approved live-work units, including modification of the ground-floor non-residential component, shall not occur unless first approved by the Development Services Director through a formal amendment to this entitlement and, if applicable, modification of the recorded live-work covenant. Building permit plan check submittals shall be consistent with the approved March 4, 2026, plan set identifying the live-work units. Any inconsistencies shall be referred to the Planning Division for review prior to permit issuance.

6. Any significant modifications to the approved site plan, floor plans, elevation plans, open space plan, fire plan, conceptual grading plan, conceptual perspectives, including any modifications which will change, expand, or intensify the use(s) shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such significant modifications require approval by the City of Placentia Planning Commission or may be approved administratively by City staff.

7. Prior to the issuance of Final Certificate of Occupancy, the applicant and/or property owner, and/or their designee shall submit a one-time payment of $17,000 as the applicant and/or property owner's fair share payment required for the City's preparation of a streetscape master plan and master planning for Specific Plan No. 5 (SP-5).

8. Developer and/or property owner shall be obligated to annex into the Community Facilities District No. CFD 2014-01 (Public Services), or any subsequently created Community Facilities District (CFD) (Public Services) pursuant to the provisions of California Government Code Section 53311, et seq. The required annexation pursuant to this condition of approval shall be on a per-building basis, consistent with and fully completed in accordance with California law prior to issuance of a final certificate of occupancy for each of the buildings, unless Developer opts to annex in sooner

9. Developer and/or property owner shall annex into the Landscape Maintenance District No. LMD 1992-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. The required annexation into LMD No. 1992-01 pursuant to this condition of approval shall be on a per-building basis, consistent with and fully

completed in accordance with California law prior to issuance of a final certificate of occupany for each of the buildings, unless Developer opts to annex in sooner.

10. Developer and/or property owner agrees to annex into the Street Lighting District No. SLD 1981-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. The required annexation into SLD No. 1981-01 pursuant to this condition of approval shall be on a per-building basis, consistent with and fully completed in accordance with California law prior to issuance of a final certificate of occupany for each of the buildings, unless Developer opts to annex in sooner.

11. Prior to the issuance of any Final Certificates of Occupancy for the project, the property owner/applicant shall prepare, submit for City review and approval, and record with the Orange County Recorder an irrevocable covenant and agreement in a form acceptable to the Development Services Director and City Attorney.

    The covenant shall run with each live-work Assessor's Parcel Number (APN) and be binding upon all successors, heirs, and assigns, and shall substantially be based on the following provisions:

    a. The ground floor live-work space of each designated live-work unit shall be reserved and continuously maintained for a non-residential use**.**

    b. Permitted uses of the ground floor live-work space shall be limited to those allowed within the SP-5 zoning district and consistent with the project approvals. If the use requires a business license, occupant shall be required to obtain one from the City of Placentia.

    c. Residential occupancy of the live-work unit shall be accessory to and subordinate to the approved commercial/work component.

    d. The occupant shall not materially obstruct the view into the storefront.

    e. The covenant shall prohibit conversion of the ground-floor commercial space to exclusive residential use (i.e. bedroom) without prior City approval and amendment of the recorded covenant.

    f. Any proposed live-work signage must comply with all applicable City of Placentia rules and regulations.

    g. No significant storage is permitted in the live-work area except for storage that is directly associated with the live-work use of the space.

    h. The covenant shall be enforceable by the City of Placentia.

    Evidence of recordation of the approved covenant shall be submitted to the Planning Division and Building & Safety Division.

12. Prior to issuance of building permits, except as otherwise noted, the following shall be completed:

    a. Project plans shall be submitted for the review and certification for inclusion into the entitlement file by the Director of Development Services and shall include the following information:

        i. All Special Conditions of Approval and Standard Development Requirements of DPR 2025-03 and VTTM 19467. Include any project revisions on the applicable sheets of the project plans. Additionally, include separate sheets with approved Special Conditions of Approval and Standard Development Requirements to be printed verbatim on one of the first three pages of all the working drawing sets used for issuance of building permits (architectural, structural, electrical, mechanical, and plumbing) and shall be referenced in the sheet index. The minimum font size utilized for printed text shall be 12-point.

        ii. Typical cross section views and details through the property and across each property line as directed by the Director of Development Services.

        iii. Location of transformers, meters, and other above-ground appurtenances.

    b. An exterior lighting (photometric) plan showing location, type of fixtures and areas of illumination shall be submitted and reviewed for compliance with City standards and the Placentia Municipal Code. Lighting shall neither negatively impact adjacent properties nor the public right-of-way.

    c. Submit landscape and irrigation plans. The applicant must follow the procedure for approval under the MWELO for the proposed landscaping. A MWELO procedure and approval package is available from the front counter in the Development Services Department.

    d. Postmaster approval of the location and design of the mailboxes, if applicable.

    e. All applicable provisions of the Placentia Municipal Code (PMC) shall be met prior to issuance of Building Permits and shall be adhered to at all times.

13. The following conditions shall be completed prior to issuance of a grading permit:

    a. The developer shall submit for City approval a construction staging plan that indicates how safe vehicular and pedestrian access to the site will be maintained for the duration of the construction period. The construction stage plan shall include measures such as, but not limited to the following:

i. A telephone number and name of a designated contact person(s) for registering complaints or comments shall be posted in a clearly visible manner along the perimeter of the site.

ii. When construction vehicles accessing the site are expected to obstruct pedestrian and vehicular access along W. Orangethorpe Avenue and S. Placentia Avenue, a flag person or an approved alternative method shall be employed to direct traffic effectively.

iii. If any sidewalk is blocked during construction, alternate routes for pedestrians and bicycles shall be clearly marked with signs approved by the City.

iv. All access points shall be clearly marked during construction, and if an access point is blocked during construction, a detour sign to an alternate access point shall be clearly posted.

v. A detailed timeline outlining the course of major ground disturbing activities as trenching, excavation, and grading, including all construction work that will take place on the property.

14. Prior to issuance of building permits, the applicant shall submit landscape and irrigation plans for review and approval by the Development Services Director consistent with the Placentia Municipal Code and MWELO requirements. The landscape palette along all project street frontages shall make best efforts to be substantially consistent with the plant materials, streetscape character, and design intent of any adopted Specific Plan No. 5 (SP-5) Streetscape Master Plan, if such plan has been formally adopted by the City prior to approval of the project landscape plans.

    In the event the SP-5 Streetscape Master Plan has not been adopted at the time the applicant's landscape plans are deemed complete and actively in plan check with the City, the applicant may proceed with the proposed landscape palette as approved, and the City shall not require redesign of approved landscape plans solely for the purpose of achieving consistency with a subsequently adopted streetscape master plan.

    If the Streetscape Master Plan is adopted prior to approval of the project landscape plans, the applicant shall work with the Planning Division to incorporate plant materials and design elements that achieve substantial consistency with the adopted palette, as determined by the Development Services Director.

15. During demolition, grading, site development, and/or construction, the following shall be adhered to:

a. Construction equipment shall be maintained in peak operating condition to reduce emissions.

b. All off-road diesel-powered construction equipment shall utilize ultra-low sulfur diesel fuel consistent with CARB requirements.

c. Truck idling shall be prohibited for periods longer than 5 minutes.

d. Attempt to phase and schedule activities to avoid high ozone days first stage smog alerts.

e. Discontinue operation during second stage smog alerts.

f. Ensure clearly visible signs are posted on the perimeter of the site identifying the name and phone number of a field supervisor to contact for information regarding the development and any construction/ grading activity.

g. All Placentia Municipal Code requirements including the Noise Ordinance. All activities including truck deliveries associated with construction, grading, remodeling, or repair shall be limited to Monday – Friday, 7:00 AM to 7:00 PM, and Saturdays 9:00 AM to 6:00 PM. Such activities are prohibited on Sundays and Federal holidays.

16. The final Certificate of Occupancy cannot be approved until the following is completed for each respective portion of the property:

a. The Developer shall pay in full to the City of Placentia all applicable citywide Development Impact Fees required under Title 5 of the Placentia Municipal Code, including, but not limited to library, signage, civic improvement projects, public safety, parks and traffic mitigation.

b. The property owner(s) and/or their successor(s) shall annex into those district(s) identified by Condition Nos. 8-10 above. If the subject property is sold prior to annexation into the aforementioned districts, the future property owner(s) must complete the annexation and initiation processes and no final Certificates of Occupancy shall be issued prior to completion of annexation.

c. Submission, approval, and installation of an on-site public art installation shall be required. It is strongly recommended that the chosen public art piece reflects the rich history of the City of Placentia, focusing on significant aspects such as the citrus growing industry or early oil production eras that contributed to the city's development. Alternatively, the artwork may capture the essence and diversity of the city's community fabric. The public art piece will undergo evaluation and approval by the Development Services Director and the Housing, Community, and Economic Development Committee. The total cost

of submission, approval, installation, and lighting of the on-site public art element shall not be required to cost the developer more than $25,000. If, 60 days prior to the issuance of the first temporary Certificate of Occupancy the applicant has not yet received final approval for the public art element from all necessary approval bodies, the applicant may pay the City $25,000 to satisfy this condition, less any actual related costs incurred. The public art element shall adhere to the following parameters:

i. The public art element shall not be commercial in nature, a reproduction, or mass produced.

ii. Artwork setting and its visibility are important project design considerations and shall be clearly visible to the public.

iii. The art piece shall be a permanent part of the development and must remain in place for the life of the development. The work must be fixed and located at or adjacent to the site and visible to the public.

iv. Outdoor artwork must be illuminated sufficiently to ensure clear visibility from the nearby right-of-way during evening hours.

17. The use shall comply with the following:

a. The property owner(s) and/or respective Homeowners Association (HOA) shall be responsible for maintaining all common areas and improvements, including landscaped areas, walkways, sidewalks, and on-site paved surfaces, in a clean and orderly condition and free from graffiti, debris, and litter. Graffiti shall be removed by the property owner(s) and/or HOA within 72 hours of defacement and/or upon notification by the City.

b. The property owner(s), land management company, or similar entity shall furnish all prospective buyers with a disclosure agreement, informing them of the potential for noise and odor arising from nearby industrial activities or businesses. It is mandatory for all buyers to sign this agreement, thereby acknowledging and accepting the existence of these potential impacts. A copy of the disclosure agreement must be provided to the City's Development Services Department for inclusion in the entitlement file.

c. The development shall not include vehicular access gates, guard-controlled entry features, or any other device that restricts or controls vehicular access to the project site. All drive aisles and vehicular access points shall remain openly accessible at all times, consistent with the approved site plan and fire access requirements. Any proposal to install vehicular access control features, including but not limited to vehicular gates, security arms, or controlled entry systems, shall require review and approval by the Development Services Director through a formal amendment to this entitlement.

AB 130 CEQA EXEMPTION TRIBAL RESOURCE MEASURES

18. If evidence of an archaeological site or other suspected historical resource as defined by CEQA Guidelines § 15064.5, including darkened soil representing past human activity ("midden"), that could conceal material remains (e.g., worked stone, fired clay vessels, faunal bone, hearths, storage pits, or burials) are discovered during any project-related earth-disturbing activities, all earth-disturbing activities within 100 feet of the find shall be halted until the City of Placentia is notified. The project applicant shall retain an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology to assess the significance of the find. Any identified cultural resources shall be recorded on the appropriate DPR 523 (A-L) form and filed with the South Central Coastal Information Center (SCCIC). Construction activities may continue on other parts of the Proposed Project Site while evaluation and treatment of prehistoric archaeological resources takes place.

19. Prior to issuance of a grading permit, the applicant shall retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities:

    a. The project applicant shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation and Juaneño Band of Mission Indians, Acjachemen Nation - Belardes. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

    b. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

    c. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.

d. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh and Acjachemen from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh and Acjachemen to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh and Acjachemen TCRs.

e. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by both the Kizh and Acjachemen monitor and/or Kizh and Acjachemen archaeologist. The Kizh and Acjachemen will recover and retain all discovered TCRs in the form and/or manner the Tribes deems appropriate, in the Tribes' sole discretion, and for any purpose the Tribes deems appropriate, including for educational, cultural and/or historic purposes.

20. Prior to issuance of grading permit, the following notes shall be listed on the grading plans for the project:

Unanticipated Discovery of Human Remain and Associated Funerary Object

a. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code, Section 5097.98, are also to be treated according to this statute.

b. If Native American human remains and/or grave goods discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code, Section 7050.5, dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission, and Public Resources Code, Section 5097.98, shall be followed.

c. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).

d. Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).)

e. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods.

f. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

21. Prior to issuance of grading permit, the following notes shall be listed on the grading plans or the project:

Procedures for Burials and Funerary Remains

a. As the Most Likely Descendant ("MLD"), the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains.

b. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery, and a separate treatment plan shall be created.

c. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.

d. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that

burials will be removed.

e. In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects.

f. Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

g. The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does not authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

DEVELOPMENT SERVICES DEPARTMENT – BUILDING DIVISION:

22. The submitted plans for plan checking shall conform to the 2025 CBC, CMC, CEC, CPC, CFC, CALGreen, CFC, and California Energy Standards codes.

23. The complete legal description of the property shall be addressed on plans as part of the project information.

24. The plans to be submitted for plan checking shall contain complete architectural, structural, electrical, mechanical, plumbing, CALGreen, and State Title 24 Energy Standards Codes. All plans must be prepared, sealed and signed by a California Licensed Professional within their scope of work.

25. The Mandatory Measures of the CALGreen and Title 24 Energy Standards Codes including the Compliance Forms shall be printed on the plans to be submitted. CalGreen shall be completed and shall specify where on the plans the applicable measures are shown.

26. The site plan, which addresses the boundaries of the property shall be prepared, sealed, and signed by a California Licensed Land Surveyor.

27. Provide proper fire and smoke protection between dwellings.

28. Provide compliance with CBC chapter 11A for the multifamily dwellings as applicable.

29. Provide a Geotechnical Engineer Report prepared, sealed, and signed by the Geotechnical Engineer on record.

PUBLIC WORKS DEPARTMENT:

30. The following items will be required for plan check:

    a. Grading plan;

    b. Geotechnical report;

    c. Water Quality Management Plan (WQMP) in the form and content per the City's WQMP template;

    d. Improvement Plan and Utility Plan; and

    e. Final Map

31. The applicant must fill out and submit a Red Imported Fire Ant-pest Exclusion Program (RIFA) Form to the California Department of Food and Agriculture and provide the City of Placentia a copy of the approved form.

32. Provide signature block for City Engineer: License Number C82756.

33. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required.

34. Prior to recordation of the final map, the public improvement plans as required shall signed by the City Engineer.

35. Prior to issuance of a final Certificate of Occupancy, the engineer of record shall submit all approved project plans on an approved electronic format to the Public Works Department. If the required files are unavailable, the applicant shall pay a scanning fee to cover the cost of scanning the as-built plans.

Demolition

36. Provide a full set of plans for demolition of the existing facilities and utilities, including above ground and underground structures, footings, utilities, vaults, fences, walls, sewer lines, storm drain pipes, waterlines, etc., Plans shall address conditions and procedures, as are necessary, to show that the demolition work will be conducted without creating a hazardous condition, when excavating next to other existing footings, walls and slopes. A separate demolition permit is required from the Building Department, prior to performing any kind of demolition on site. Prepare and submit a Construction and Demolition Waste Management Plan (WMP) for City approval. An approved WMP is required in order to obtain a demolition permit.

37. A copy of the Grant deed and owner's permission on the application for demolition is required at the time of issuance of the permit.

38. Any unused existing on-site sanitary sewer lateral lines must be removed and capped at the property lines. The sewer cap shall be inspected, and shall not be covered until an inspection has been made by the Department of Public Works Inspector. This inspection shall be requested at least 24 hours before the inspection is needed.

39. Provide AQMD Rule 1403 permit number, prior to starting any demolition work

40. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection and removal of the existing utilities, vaults and meters. It is also the applicant's responsibility to ensure applicant notifies the Building Inspection Division that these utilities have been properly disconnected.

41. Provide an erosion control plan, Storm Water Pollution Prevention Plans (SWPPP) for protection of the site during construction activities.

Grading

42. Prior to the issuance of a grading permit, the applicant shall prepare a Low Impact Development (LID) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and/or non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP) and LID Implementation Guideline. Website available at (http://ocwatersheds.com/publiced/residents/glltd) Particular attention should be addressed to the appendix section "Best Management Practices for priority redevelopment." The LID shall clearly show the locations of structural or Nonstructural BMP's, and assignment of long term maintenance responsibilities. The plan shall be prepared to the general form and content and submitted to the Director of Public Works/City Engineer for review and approval.

43. Prior to the issuance of a grading permit, the applicant shall prepare a Water Quality Management Plan (WQMP) specifically identifying the Best Management Practices

(BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP). Particular attention should be addressed to the appendix section "Best Management Practices for Development." The WQMP shall clearly show the locations of structural BMP's, and assignment of long term maintenance responsibilities (which shall also be included in the Maintenance Agreement). The plan shall be prepared to the general form and content shown in the City of Placentia's WQMP Template and shall be submitted to the City Engineer for review and approval. Website available at (http://www.placentia.org/index.aspx?nid=262)

44. Prior to the issuance of a grading permit, the applicant shall demonstrate to the City Engineer that coverage has been obtained under the California's General Permit for Discharge of Storm Water Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number to the City Engineer. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation. Prior to the issuance of a grading permit, the applicant shall submit to the City Engineer for review a Stormwater Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP shall be kept at the project site and available for review upon request.

45. Prior to the issuance of grading permits, the applicant shall prepare and submit a precise grading plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion control, slope easements, structural best management practices (BMPs) conforming to the approved water quality management plan, and other pertinent information. The project development shall accept and make provisions for the existing surface water that are the natural flows from the adjacent properties immediately abutting to the development site.

46. Prior to approval of the final design plans and issuance of a grading permit, the applicant shall conduct a site-specific geotechnical investigation for the entire site and prepare a report that fully assesses the geologic and soil conditions of the site. As part of the report preparation, soil sampling and any geotechnical testing will be completed at each location where structures are to be erected. The report shall provide grading and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures and percolation test for infiltration rate fulfilled per Appendix VII of OCTGD. The recommendations shall be implemented by the Applicant.

47. Prior to the issuance of a grading permit, erosion control plans and notes shall be submitted and approved by the Engineering Division of Public Works Department.

48. All private slopes of 4 feet or more in vertical height and of 4:1 or greater slope, but less than 2:1 slope, if any, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.

49. The development site shall be graded to drain surface water to the existing City storm drain system with no cross-lot drainage permitted. Drainage shall be indicated on the precise grading plans.

50. Surety and agreement guaranteeing completion of all on-site grading improvements including drainage, structural BMPs, erosion control, grading operations shall be posted and executed to the satisfaction of the City Engineer prior to the issuance of grading permits.

51. The final grading plan for the parcels shall be substantially the same, specifically with regard to pad elevations, size, and configuration; as the proposed grading illustrated on the approved site plan. If there is a significant deviation between the two plans, the Community Development Director and the City Engineer will review the plans and determine if a finding of substantial conformance can be made prior to the issuance of a grading permit. The Community Development Director and the City Engineer may refer the matter to the Planning Commission for an opinion before making a decision. Failure to achieve such a finding will require processing a revised site plan.

52. Prior to issuance of any building permits, the site grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency with each other and for consistency with the requirements and standards of the City of Placentia, to the extent final plans are available.

53. Prior to issuance of grading permit, the applicant shall submit a preliminary title report no older than 90 days.

54. The applicant shall provide a quitclaim or relocation of easement, if any, as applicable in plan review process prior to issuance of grading permit.

55. Provide and identify all pavement and driveway paving materials used inside the development areas.

56. Identify all storm drain structures, types, sizes and specifications on the plans.

57. Prior to issuance of the final occupancy permit, all public improvements shown on the plans shall be constructed to City Standards.

58. Preliminary WQMP shall include a feasibility check to ensure the proposed infiltration BMPs are not proposed to be within 100 feet horizontally of a water supply well and/or non-potable well for the protection of groundwater quality per Orange County TGD.

Public Improvements and Construction

59. Prior to issuance of grading permits, the applicant shall prepare and submit a street improvement plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department. All public improvements shown on the plans and/or tentative map shall be constructed to City of Placentia standards, ordinances, and policies, and shall be completed prior to the Final Certificate of Occupancy.

60. Prior to issuance of the final occupancy permit, all new public improvements shall be constructed satisfactorily to City Standards.

61. Prior to the recordation of a final map, the applicant shall enter into an agreement and post security bond, in a form and amount acceptable to the City Engineer, guaranteeing the construction of public improvements in conformance with applicable City standards, and City Code, including, but not limited to the following improvements as applicable:

    a. Street improvements including but not limited to: pavement, curb and gutter, sidewalks, driveway approaches, street lights, signing, striping, traffic signal systems and other traffic control devices as appropriate

    b. Storm drain facilities

    c. Landscaping

    d. Sewer systems

    e. Street lighting

62. Prior to the issuance final Certificate of Occupancy all public improvements listed below shall be constructed and/or installed. All of the public improvements immediately adjacent to and within the boundaries of the project/property area to the centerline of Orangethorpe Avenue and Placentia Avenue are referred to as “on-site” improvements. All new utilities, including electric power, telephone, telecommunication fiber and/or cable TV in the street adjacent to and on-site shall be placed underground in accordance with the City of Placentia standards and ordinances. All existing utility poles and associated overhead utility lines located along the project/project frontage shall be removed, unless electrical lines supported by the utility poles are determined to be transmission (which is sometimes classified as subtransmission but included in SCE's ISO-controlled transmission circuits) lines as defined pursuant to PMC

22.48.010, in that case no undergrounding of utilities or poles is required. All the frontage street improvements shall follow and comply with applicable City standards, and City Codes, and the following design standards throughout, including but not limited to landscaping, street and pedestrian lights, in addition to the following requirements:

a. Driveways shall conform to the applicable City of Placentia standards and shall be shown on the street improvement plans.

b. Driveways shall be located at a minimum of two (2) feet from the property line as measured where the driveway meets the property line to satisfy adequate line of sight requirements.

c. All new or replaced curb ramps shall be constructed to current ADA or CBC standards. Applicant will be required to utilize the services of the City's CASp inspector at applicant's expense to provide inspection and certification of that all new or replaced ADA facilities constructed within the public right-of-way are ADA-compliant.

d. The minimum centerline and flowline grades shall be one percent unless otherwise approved by the City Engineer and Fire Marshall.

e. Repaint crosswalks at the Orangethorpe/ Placentia Avenue intersection for enhanced visibility.

f. Placentia Avenue and Orangethorpe Avenue shall be repaved along the project frontage from the project property line to the centerline.

g. All engineered street and public improvement plans and specifications shall be prepared in accordance with City and County of Orange Standards. Shop drawings and product data shall be provided for the City's review and approval for all the public improvement items listed above, PRIOR to their installation.

63. The sidewalk along Placentia Avenue shall be widened to a minimum eight (8) feet for consistency further north and south along Placentia Avenue. This would also be consistent with the sidewalk on Orangethorpe Avenue. An easement is already in place for this; no dedication is required. If such width cannot be accommodated entirely within the existing public right-of-way, the Public Works Director may modify or waive this condition. If not modified or waived, the applicant shall work with the Engineering Division to dedicate or grant an irrevocable public easement, which choice shall be at the applicant's discretion and to the extent that it does not require movement of any building footprints shown in the plan set received on March 4, 2026, for sidewalk purposes sufficient to accommodate the eight-foot (8') sidewalk width. If an easement, said easement shall be recorded with the Orange County Recorder's Office prior to issuance of the Final Certificate of Occupancy and shall be subject to review and

approval by the City Engineer and City Attorney. All improvements shall be designed and constructed to City standards and shall ensure compliance with ADA accessibility requirements.

64. Improvement plan surveying data shall be based upon a centerline profile extending beyond the project boundaries a minimum distance of 150 feet at a grade and alignment approved by the City Engineer, to ensure accurate joining to existing conditions.

Storm Drain Improvements and Construction

65. Unless otherwise approved by the Public Works Director, the project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points.

66. Provided there is adequate capacity in the Placentia Avenue and Orangethorpe Ave. storm drains, the development site shall be graded to drain surface water to the existing City storm drain system with no cross-lot drainage permitted. The storm drain catch basins shall be upsized if there is not adequate capacity. If a drainage crossing a property line is altered and involves the use of drainage pipes, culverts, and V-gutters to conduct the storm water to an approved City storm drain system, a drainage easement shall be established by the recordation of Covenants Agreements and Restrictions for the benefit of each lot. Drainage easement shall be indicated on the precise grading plans.

67. Drainage easements, when required, shall be shown on the grading plans and noted as follows: “Drainage Easement – no buildings, obstructions, or encroachments by landfills are allowed.”

68. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval by City Engineer. The hydraulics and hydrology report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, BMP treatment and LID, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood per the Orange County Hydrology Manual.

69. Prior to the approval of the improvement plans, the hydrology study shall show that the 25-year storm flow will be contained within the street from curb to curb and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria are exceeded, additional drainage facilities shall be installed. All analysis shall comply with the Orange County Hydrology Manual and County Local Drainage Manual.

70. Drainage facilities with sump conditions shall be designed to convey the tributary 25-year storm flows. Secondary emergency flow bypass shall also be provided as approved by City Engineer.

71. The post development peak flow rate generated from the project site shall be less than or equal to the predevelopment peak flow rate from the site for all frequency storms up to and including 100-year return.

Sewer Line Improvements and Construction

72. The applicant shall prepare a sewer capacity analysis per City of Placentia guidelines, including CCTV to address the future development demands. The developer shall coordinate and incorporate the results of this study into the sanitary sewer development and design. Sewer flow calculations justifying sewer line design up to the connection points shall be prepared by a registered civil engineer and submitted as part of a sanitary sewer improvement plan for approval by the City Engineer.

73. Onsite water improvement and fire protection plans shall be approved by the Fire Marshal, the local water district, and City Engineer. The water distribution lines and appurtenances shall conform to the applicable laws and adopted regulations enforced by the Golden State Water Company.

74. Prior to the issuance of a building permit, the applicant shall dedicate ingress and egress of the access route within the project site and improve it fully operational as required by the City of Placentia Fire Department and satisfaction to the City Engineer.

75. The applicant shall submit a Will Serve Letter from Orange County Sanitation District and Golden State Water Company.

76. If new sanitary sewer connections are needed, developer shall install new sanitary sewer manholes at the proposed connection to the existing City sewer line.

Traffic

77. Parking and on-site circulation requirements shall be maintained at all times.

    a. All pavement markings and signage including parking spaces, directional designations, no parking designations and fire land designations shall be clearly defined and said signage and markings shall be maintained in good condition at all times.

    b. Parking site circulation and street surfaces shall be maintained in good condition at all times and shall be swept at least as frequently as public streets in Placentia.

c. All areas of landscaping shall be permanently and continuously maintained by the HOA.

78. Provide intersection sightlines per Orange County Public Works Standard 1117.

79. Provide an updated LOS memo based on the 2024 Traffic Impact Analysis prepared by RK Engineering. All project specific parameters shall be updated and if additional analysis is determined necessary, it shall be completed by the applicant to the satisfaction of the City Engineer.

80. Internal private streets shall be designed and constructed in accordance with PMC Section 22.20.035. Street widths may be reduced subject to City Engineer approval where on-street parking is prohibited.

81. Vehicular access along Placentia Avenue shall be restricted to right-in and right-out movements only. This restriction shall be achieved through the installation of a mountable "porkchop" median designed to channelize traffic, resulting in two separate driveways with a pedestrian refuge area located between the driveways. The final design and configuration shall be subject to review and approval by the City Engineer.

82. The proposed driveway location along Orangethorpe Avenue reduces available storage length for eastbound entering traffic. A minimum three-vehicle queuing distance shall be provided on Orangethorpe Avenue. If adequate queuing cannot be accommodated, driveway access shall be restricted to right-in and right-out and left-out movements only, subject to review and approval by the City Engineer.

83. There shall be no on-street parking along Placentia Avenue and Orangethorpe Avenue along the project frontage. Appropriate curb markings, signage, and striping shall be installed as determined by the City Engineer.

FIRE AND LIFE SAFETY DEPARTMENT

84. Parking Restrictions - No parking is permitted on roadways that are narrower than 28 feet in width. Parking on one side is permitted on a roadway that is at least 28 feet but less than 36 feet in width. Parking on two sides is permitted on a roadway 36 feet or more in width. These restrictions apply to all roads serving as fire lanes.

85. The hydrant shall be located at least 40 feet from the building(s) it serves. Where it is impractical to locate the hydrant 40 feet from adjacent structures, hydrant spacing shall be reduced by 50%. Fire hydrants may be located closer provided that nearby walls do not contain openings and the hydrant is not otherwise located where it can be rendered inoperable due to damage from collapsed walls, debris, or excessive heat.

86. Vegetation - As stated previously, certain types of ground cover and low-growing plants present an impediment to firefighting and rescue operations and are prohibited from being planted in the access walkway. In addition, taller vegetation such as shrubs and trees may not be located where they will, either when planted or upon maturation, present an obstruction to accessing rescue windows. Raised planter areas are not allowed to be used as rescue ladder access points.

87. Prior to the issuance of building permits:

    a. The Placentia Fire & Life Safety Department, at time of plan or permit submission, will charge certain fees for plan review and inspections. Fees will be determined at the time of plan review and/or inspections

    b. The proposed project shall comply with the applicable codes and standards of Title 24, Part 1-12.

    c. The referenced standards shall include the California Fire Code as adopted and amended by the City of Placentia.

    d. The required fire flow shall be 1,875 GPM for a 3-hour duration at 20 PSI residual operating pressure pursuant to the California Fire Code Appendix B and as amended by the City of Placentia Fire & Life Safety Department. Documentation is required from the local water purveyor or an approved third party verifying that the system can meet the required fire flow prior to conditions of approval being established. If a third party is being used, they must be approved by the Fire Marshal. If the system is not capable of meeting the required fire flow documentation shall be provided showing financial arrangements have been made and water system improvement plans have been submitted and approved by the City of Placentia Fire & Life Safety Department and the local water purveyor to upgrade the existing water system prior to release of building permits.

    e. Roadway design features (speed humps, bumps, speed control dips, etc.) which may interfere or delay emergency apparatus responses shall not be installed or allowed to remain on the emergency access roadways if installed after the project's completion.

    f. Water improvement plans shall be approved by the City of Placentia Fire & Life Safety Department. The Developer shall furnish the City of Placentia Fire & Life Safety Department with three (3) copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site private fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes may be required to meet required fire flow requirements. Fire hydrants shall provide one 4" port and 2- 2 ½ ports and must be an approved fire hydrant type. See the City of Placentia Fire & Life

Safety Department Guideline for further details. The private fire hydrant system must be reviewed, approved, permitted and installed, tested, and accepted, prior to combustible construction.

g. The existing fire hydrant system is insufficient to provide the required fire flow and additional public and/or private fire hydrants are required. Plans and specifications must be submitted, reviewed, approved and permits issued prior to the installation.

h. Prior to combustibles being brought to the site or premises final inspection (storage yards), the developer shall provide written certification from the local water purveyor, dated within the last thirty days, that:

    i. All public fire hydrants or water purveyor connections required for the project have been installed, tested, and approved; and

    ii. Are permanently connected to the public water main system; and

    iii. Are capable of supplying the required fire flow as required by the City of Placentia Fire & Life Safety Department.

88. Prior to Demolition and Construction:

a. Prior to demolition and construction, the applicant shall provide for the necessary requirements found in the California Fire Code Chapter 33 – Fire Safety During Demolition and Construction and ensure that the controls and safeguards are maintained.

b. Fire Apparatus Access roads (all roads in project) shall be usable (paved), accessible and fire hydrant(s) shall be capable of flowing required GPM and shall be tested/accepted by the City of Placentia Fire & Life Safety Department prior to dropping any lumber for construction.

c. Lumber drop inspection – an inspection shall be scheduled with a PFLSD inspector to verify that access roadways and operable hydrants have been provided for buildings under construction. For buildings of Type IV and V construction (and non-combustible structures that may have a portion of the exterior walls, façade, or other building elements comprised of wood or other combustible material), a lumber drop inspection shall occur prior to bringing combustible building materials on site. See additional requirements found within the guideline for the City of Placentia Fire & Life Safety Department – Water and Access requirements (https://www.placentia.org/929/Community-Risk-Reduction)

89. Prior to occupancy:

a. Permanent residential three-dimensional street numbers, at a minimum of 4 inches in height, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and visible from the street and shall not be obstructed in any manner. Additional addressing is required to meet these requirements and be installed above each garage unit for fire department access requirements.

b. Any gate or barrier across a fire access roadway, whether manual or automatic, must meet the City of Placentia Fire & Life Safety Department requirements and have specific plans and permits approved prior to installation. Gates serving multi-family, assembly, educational, hazardous, institutional, or storage structures must be automatic and meet UL 325 and ASTM F2200 standards. Knox brand key-operated electric key switch keyed to the City of Placentia Fire & Life Safety Department specification are required. The Knox switch shall override all gate functions and open the gate. Other access control systems, such as pre-emption device eyes, are also required and must be installed as directed by the Fire Marshal. Gates across fire apparatus access roadways must clearly indicate compliance with this section on the fire access and site plan.

c. Fire lane designations shall be required for all fire access roadways as determined by the City of Placentia Fire & Life Safety Department. Posted signs which state “FIRE LANE, NO PARKING CVC 22500.1” shall be installed every 50 feet along the fire lanes. See City of Placentia Fire & Life Safety Department guideline for further requirements and details. Curbs shall be painted red and stenciled with white letters indicating the same on the face and top of any curb as directed by the City of Placentia Fire & Life Safety Department. All Fire lanes shall be marked and identified prior to any Certificate of Occupancy being issued.

d. Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with NFPA #13-D Standard for Automatic Fire Sprinkler Systems-Single Family Dwelling. Plans will be accepted only electronically and shall include fire sprinkler piping plans and details, hydraulic calculations, and material specifications sheets for all equipment used in the system and shall be submitted per the policy of the City of Placentia Fire & Life Safety Division for electronic submission. These shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work. The project is considered as a townhome design which authorizes the use of the NFPA 13-D system, with separate water meters for each unit.

POLICE DEPARTMENT

90. The applicant, property owner, and their successors in interest shall comply with all applicable provisions of the Placentia Police Department Standard Building Security Requirements for standard residential development standards (October 2022), as adopted by the Chief of Police pursuant to California Penal Code Section 14051. Said document, in its entirety, is hereby incorporated by reference as though fully set forth herein and shall constitute binding conditions of approval applicable to the hotel development project.

Prior to the issuance of any building permit, plans shall be submitted to the satisfaction of the Chief of Police and the Director of Development Services demonstrating conformance with all applicable standards contained therein, including but not limited to provisions governing items as building access, lighting, parking areas, emergency response access, and construction site security.

Any modification, deviation, or waiver from the adopted Standard Building Security Requirements shall require the prior written consent of the Chief of Police, whose determination shall be final unless otherwise appealed in accordance with the procedures set forth in the Placentia Municipal Code.

Failure to maintain compliance with the approved standards and any subsequently authorized modifications shall constitute a violation of this approval and may result in the suspension or revocation of project entitlements pursuant to Chapter 23.87 of the Placentia Municipal Code.

PLACENTIA & ORANGETHORPE

TOWNHOMES



Sheet List Table

Sheet Number	Sheet Title
A0.0	TITLE SHEET
A1.00	SITE PLAN
A2.00	BUILDING A PERSPECTIVE
A2.01	BUILDING A ELEVATIONS
A2.02	BUILDING A PLANS
A2.03	BUILDING B PERSPECTIVE
A2.04	BUILDING B ELEVATIONS
A2.05	BUILDING B PLANS
A2.06	BUILDING C PERSPECTIVE
A2.07	BUILDING C ELEVATIONS
A2.08	BUILDING C PLANS
A2.09	BUILDING D PERSPECTIVE
A2.10	BUILDING D ELEVATIONS
A2.11	BUILDING D PLANS
A2.12	BUILDING E PERSPECTIVE
A2.13	BUILDING E ELEVATIONS
A2.14	BUILDING E PLANS
A2.15	BUILDING F PERSPECTIVE
A2.16	BUILDING F ELEVATIONS
A2.17	BUILDING F PLANS
A2.18	BUILDING G1 PERSPECTIVE
A2.19	BUILDING G1 ELEVATIONS
A2.20	BUILDING G2 PERSPECTIVE
A2.21	BUILDING G2 ELEVATIONS
A2.22	BUILDING G PLANS
A2.23	BUILDING H PERSPECTIVE
A2.24	BUILDING H ELEVATIONS
A2.25	BUILDING H PLANS
A3.00	PRODUCT A - PLAN 1 & 2
A3.01	PRODUCT A - PLAN 3 & 4
A3.02	PRODUCT A - PLAN 5A
A3.03	PRODUCT A - PLAN 5B



PROJECT INFORMATION
APN:
Address: 776 S Placentia
City: Placentia, CA
County: Orange County
Zoning: SP-5

SP-5 DEVELOPMENT STANDARDS
Building Height: 75'
Coverage: 85%
Setbacks:
Front: 10'
Side: 10'
Rear: 10'

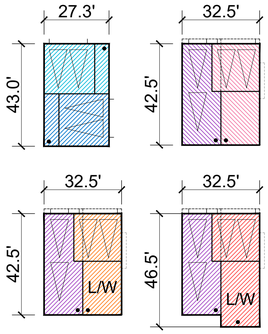
Open Space Required per R-3: 200 sf/unit

SITE SUMMARY
Site Area: ±2.72 acres

Units:
3 units - P1 (1207nsf – 2bed/2.5ba)
3 units - P2 (1220nsf – 2bed/2.5ba)
35 units - P3 (1454nsf – 3bed/3ba)
29 units - P4 (1620nsf – 3bed/3.5ba)
3 units - P5a (1624nsf – 3bed/+LW/3.5ba)
2 units - P5b (1666nsf – 3bed/+LW/3.5ba)
75 units - Total

Density: ±27.6 du/ac

Open Space Provided: ±16,000sf (±213sf/unit)



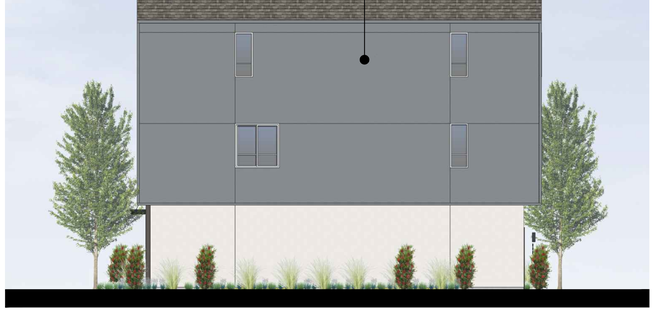




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FRONT



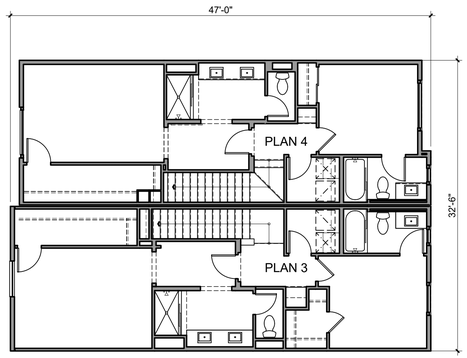
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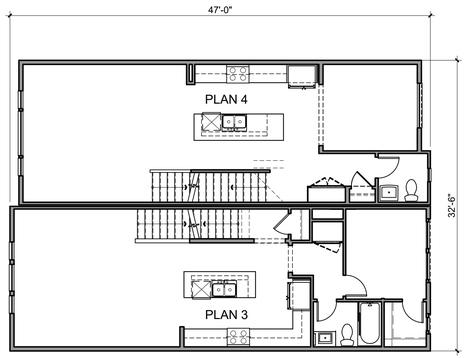
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MATERIAL LEGEND - COLOR SCHEME 1

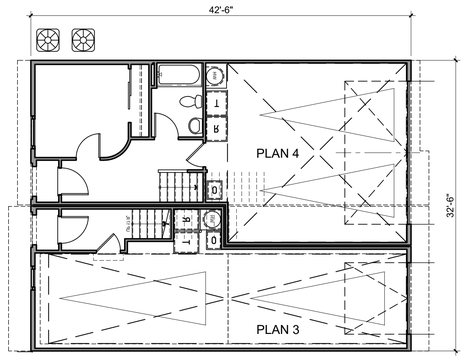
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3. HORIZONTAL SIDING
4. STUCCO
5. FRONT DOOR
6. VINYL WINDOWS
7. METAL RAILING (NOT USED)
8. SLIDING GLASS DOOR (NOT USED)
9. SECTIONAL GARAGE DOOR
10. DECORATIVE LIGHTS & ADDRESS SIGN
11. MECH. CLOSET
12. AWNING
13. FAUX JULIET BALCONY



THIRD FLOOR PLAN

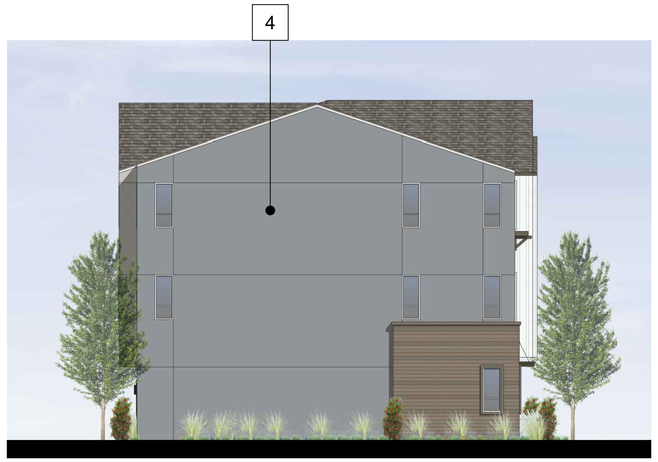


SECOND FLOOR PLAN

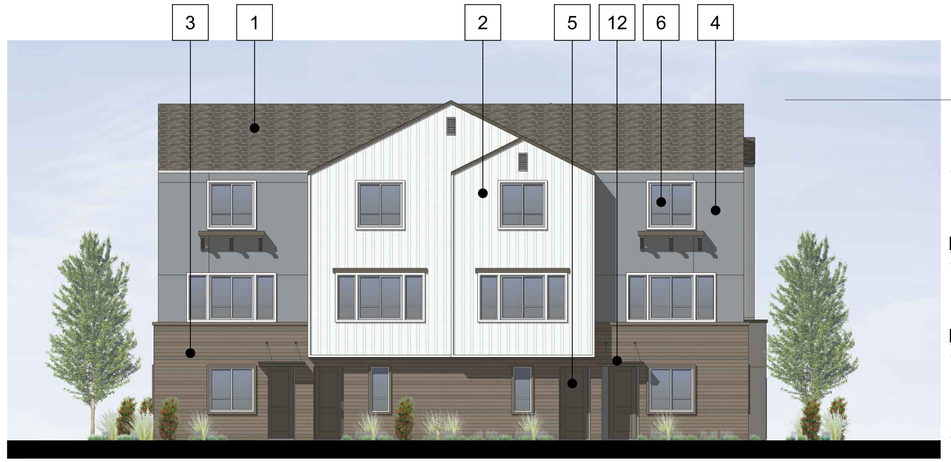


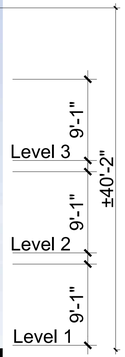
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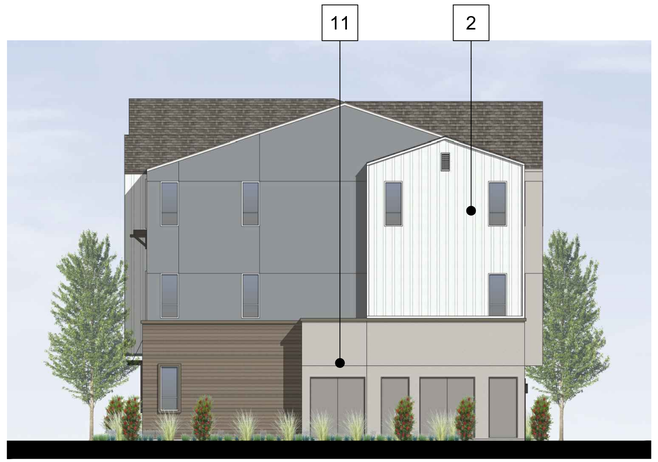


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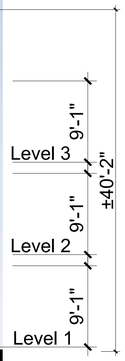


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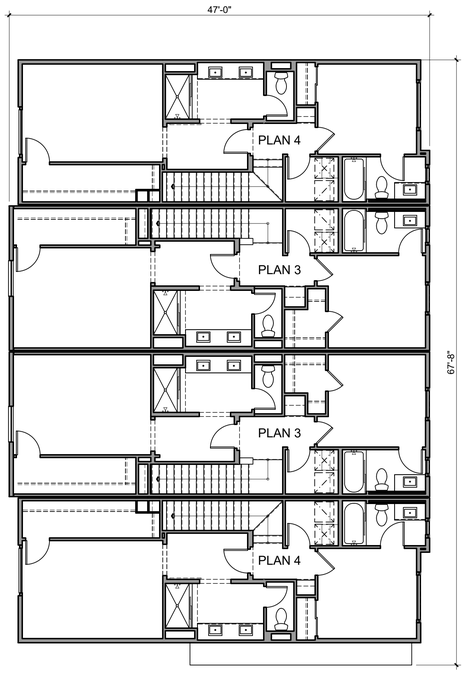




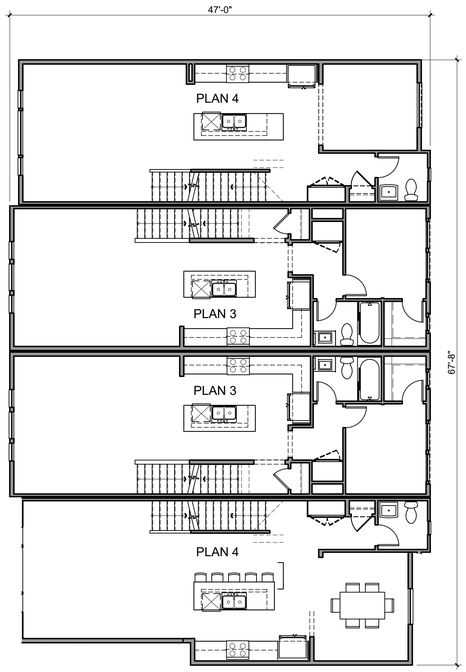
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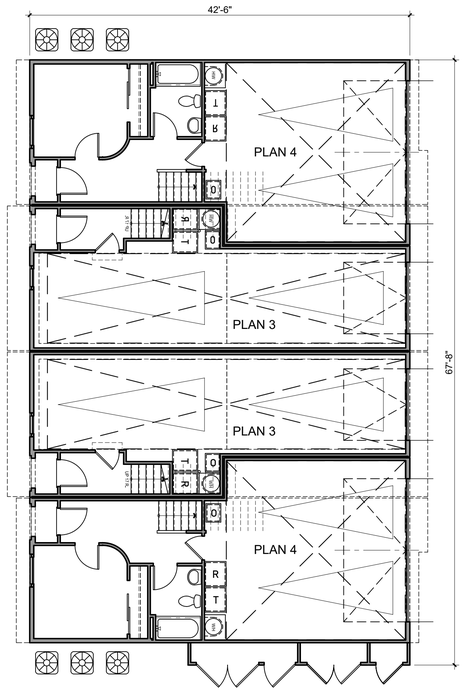
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THIRD FLOOR PLAN

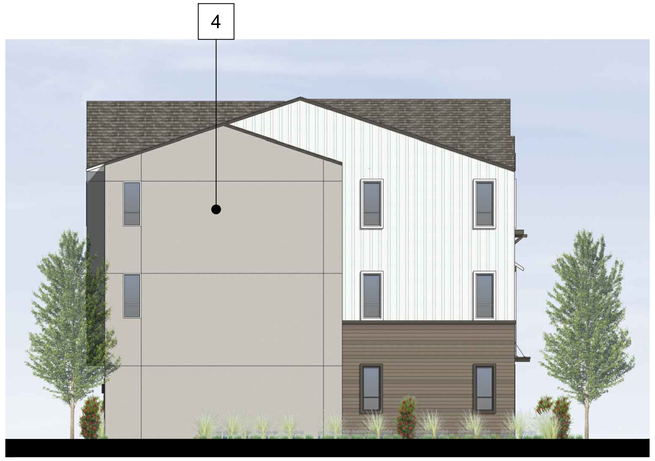


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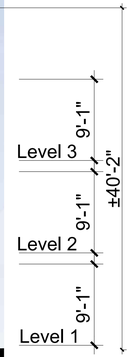
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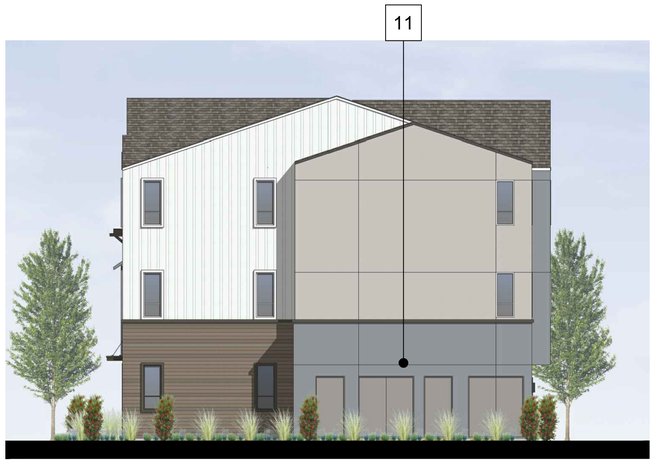


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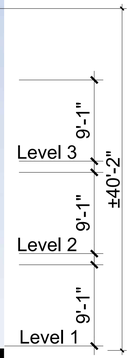


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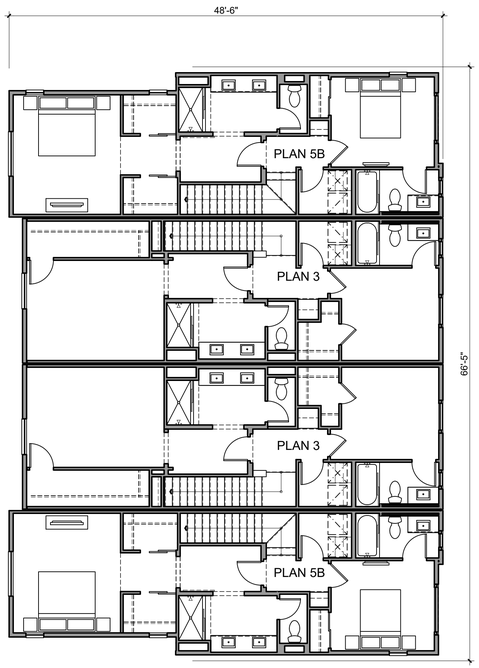




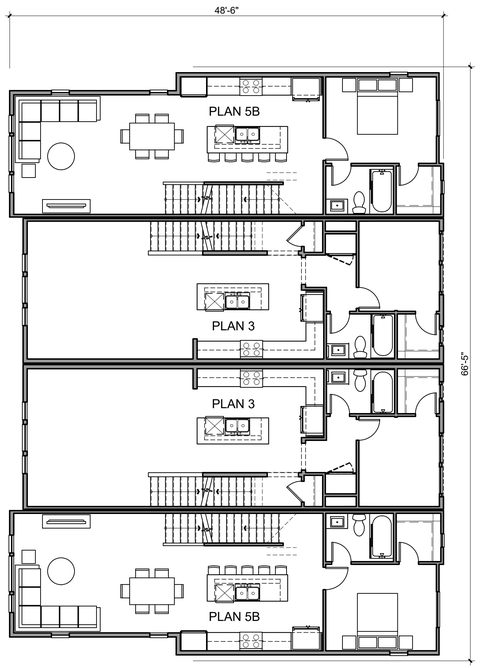
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MATERIAL LEGEND - COLOR SCHEME 2 ENHANCED

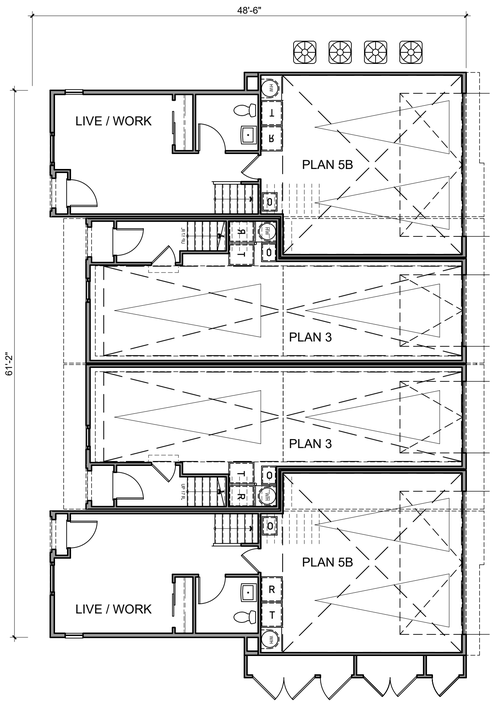
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THIRD FLOOR PLAN

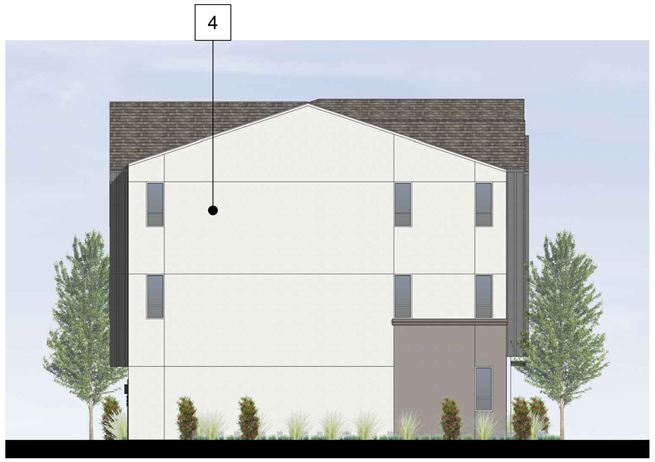


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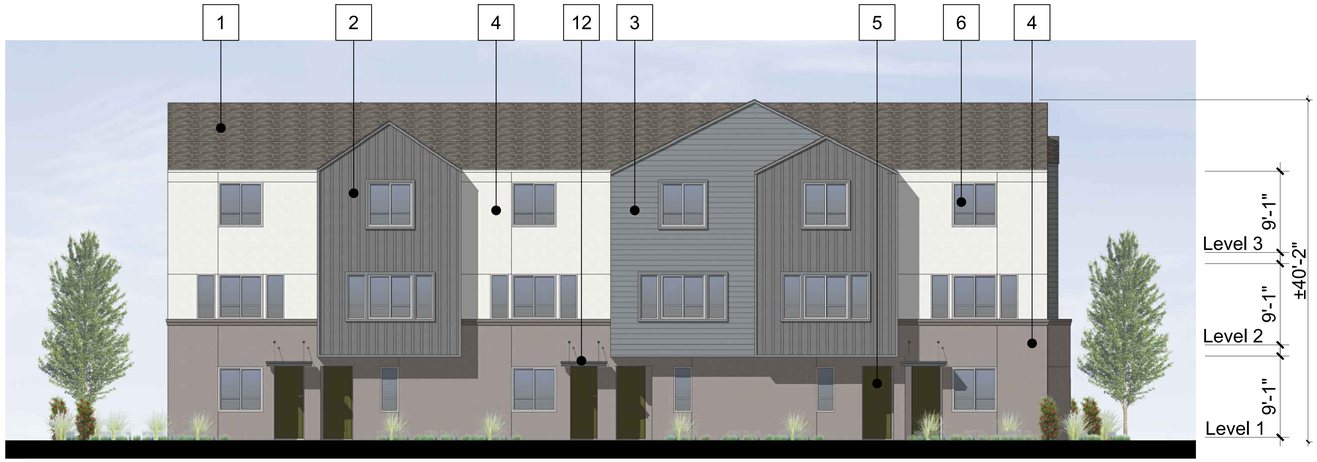


FIRST FLOOR PLAN





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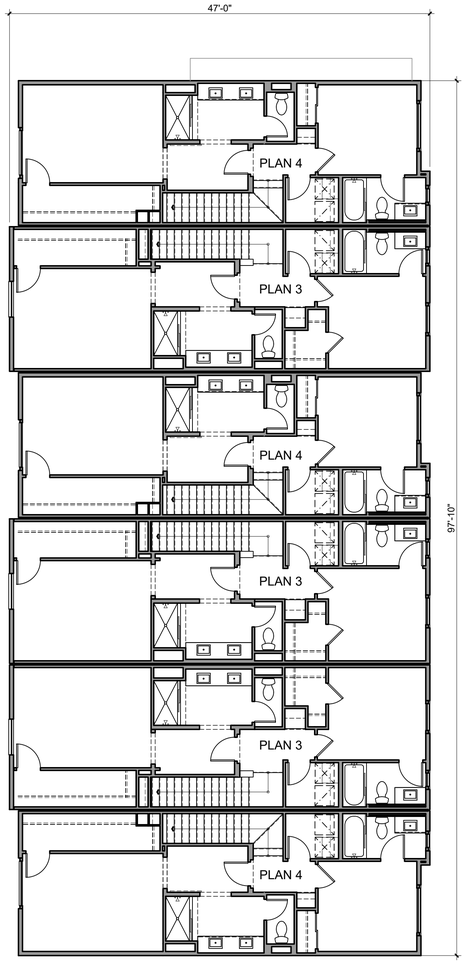
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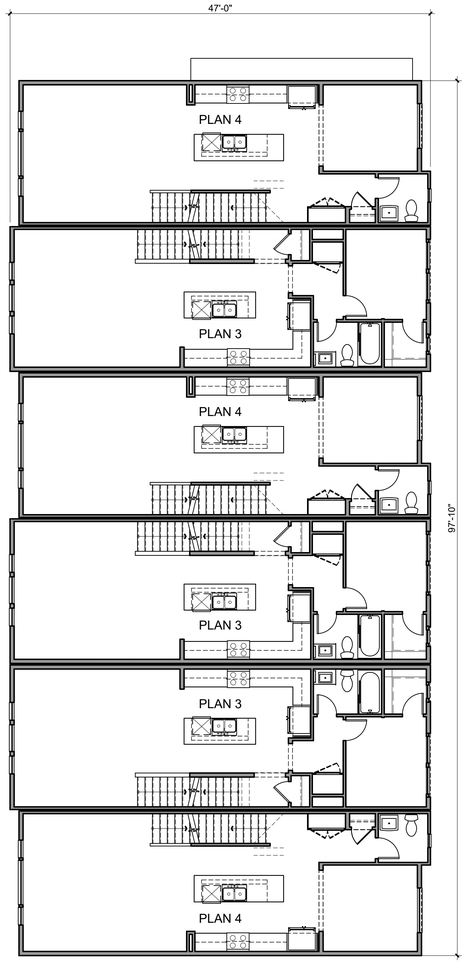
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MATERIAL LEGEND - COLOR SCHEME 1

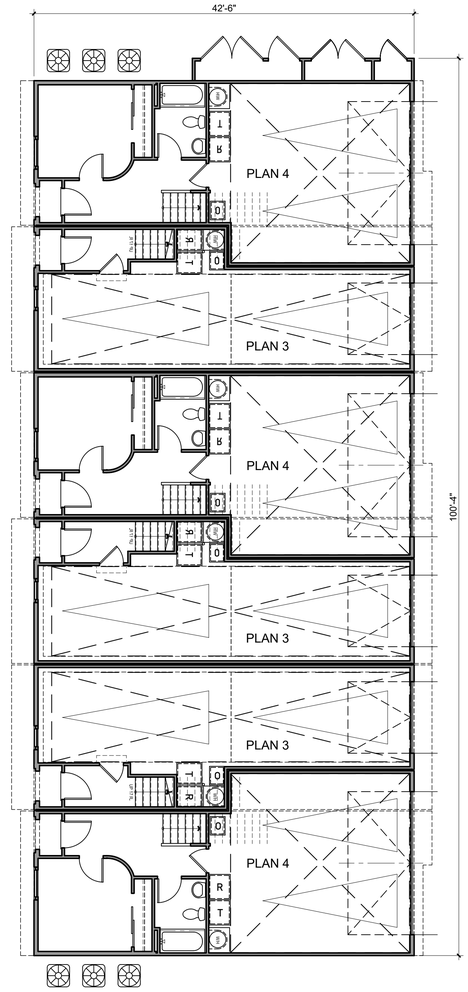
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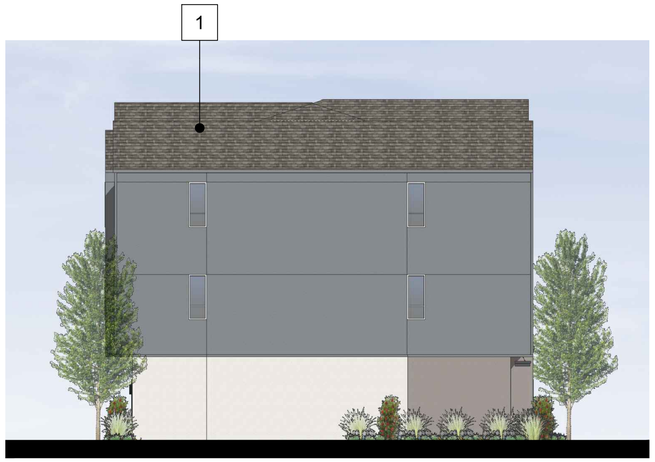


SECOND FLOOR PLAN



FIRST FLOOR PLAN





LEFT



FRONT



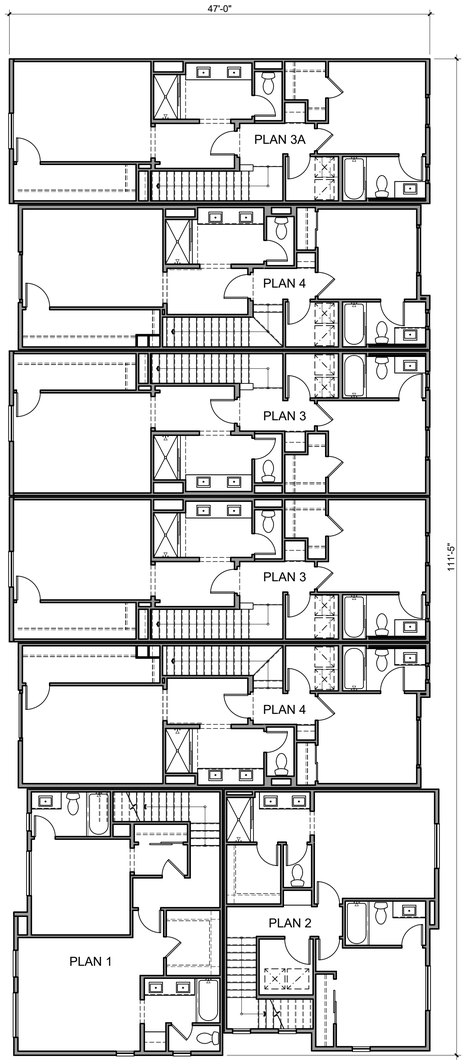
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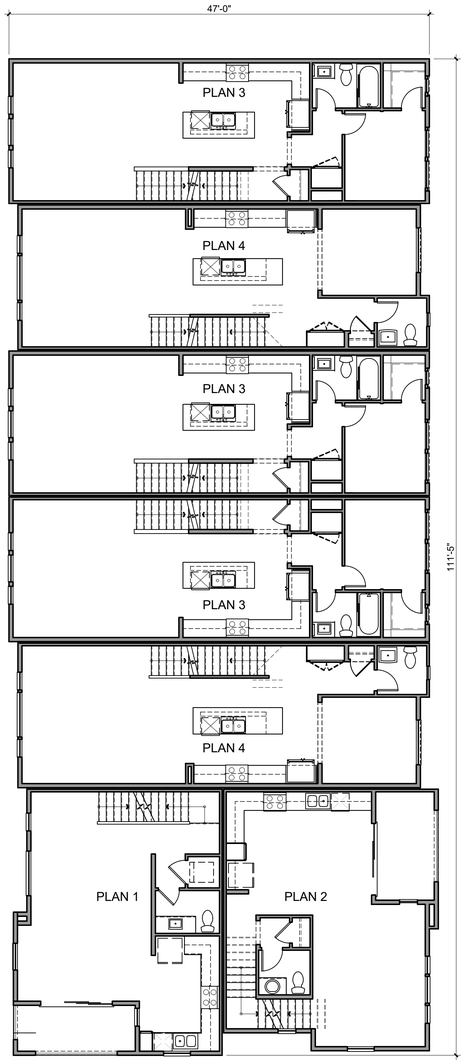
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MATERIAL LEGEND - COLOR SCHEME 1

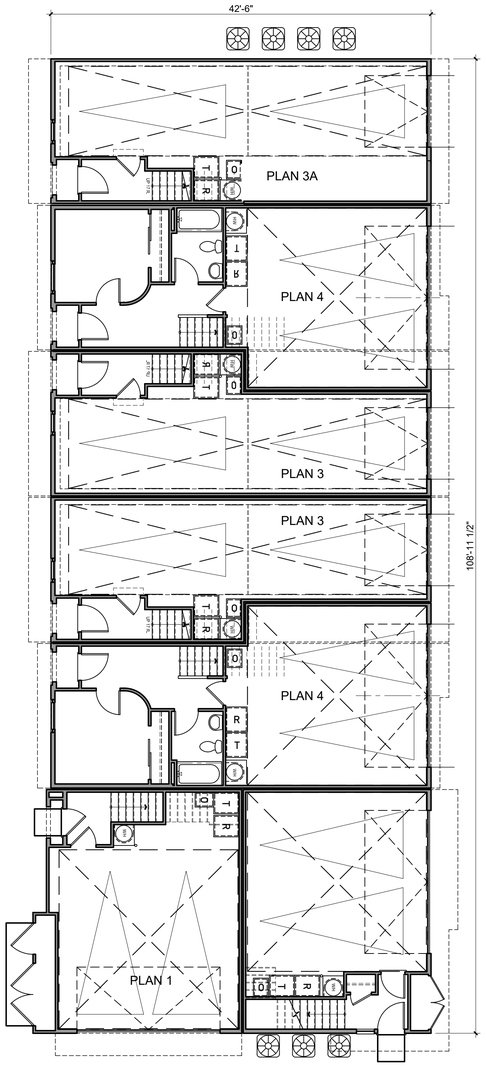
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THIRD FLOOR PLAN

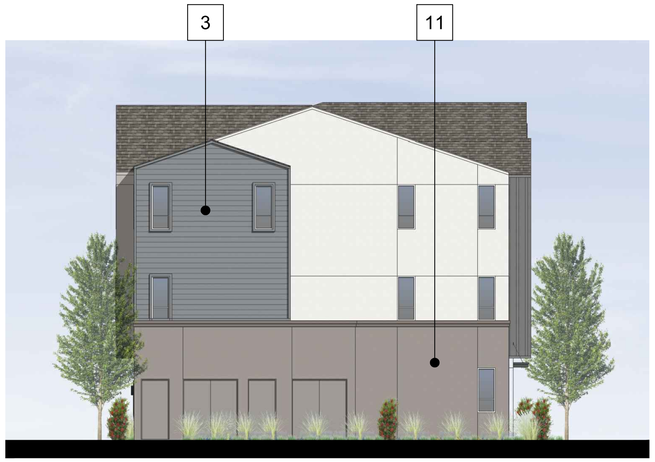


SECOND FLOOR PLAN



FIRST FLOOR PLAN





LEFT



FRONT



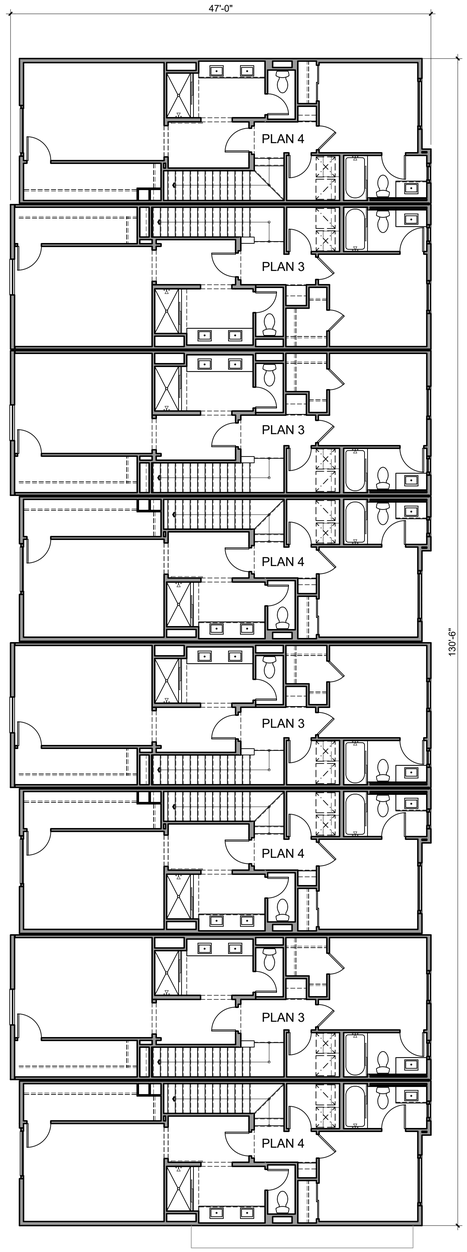
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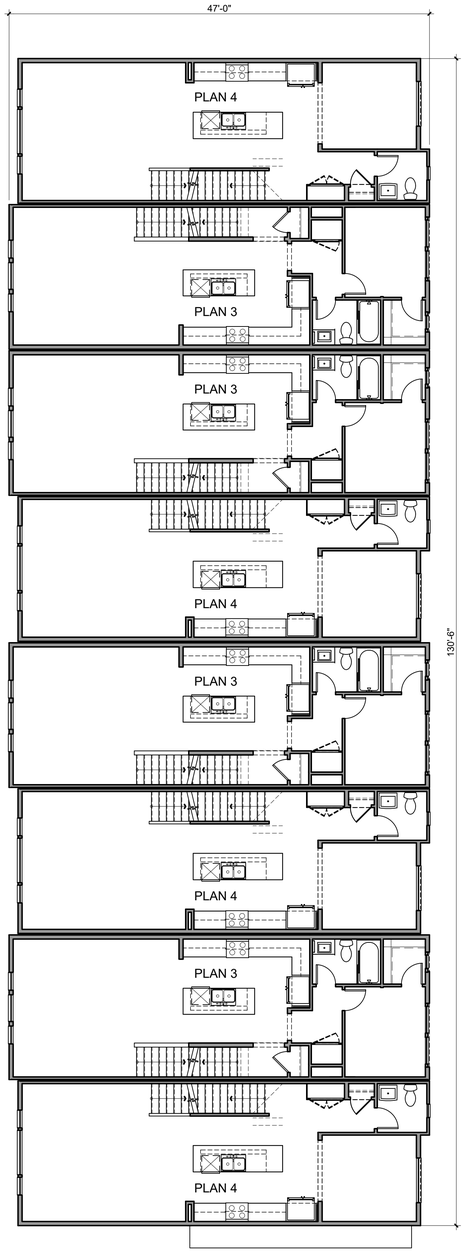
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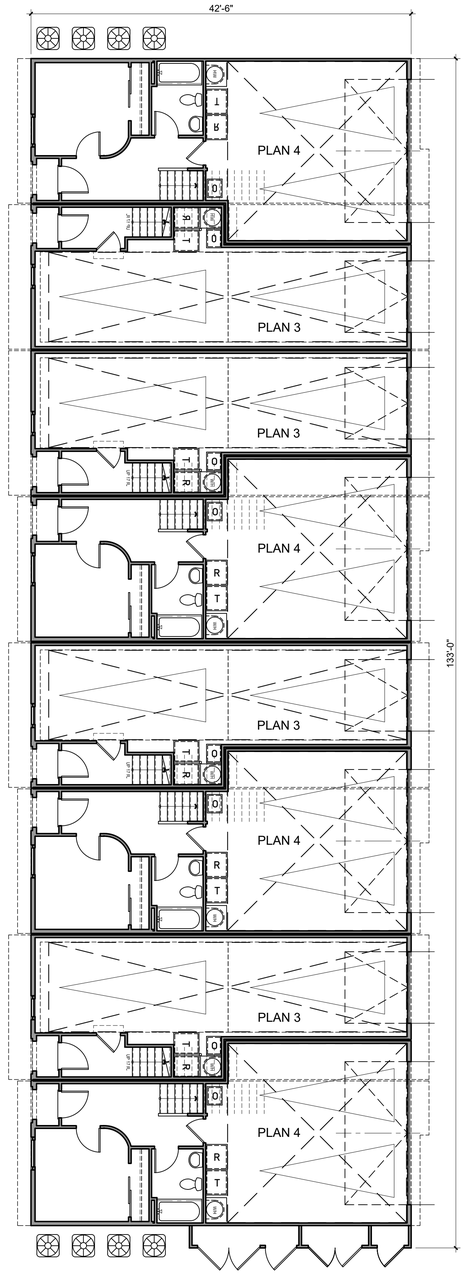
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4. STUCCO
5. FRONT DOOR
6. VINYL WINDOWS
7. METAL RAILING (NOT USED)
8. SLIDING GLASS DOOR (NOT USED)
9. SECTIONAL GARAGE DOOR
10. DECORATIVE LIGHTS & ADDRESS SIGN
11. MECH. CLOSET
12. AWNING
13. FAUX JULIET BALCONY



THIRD FLOOR PLAN



SECOND FLOOR PLAN

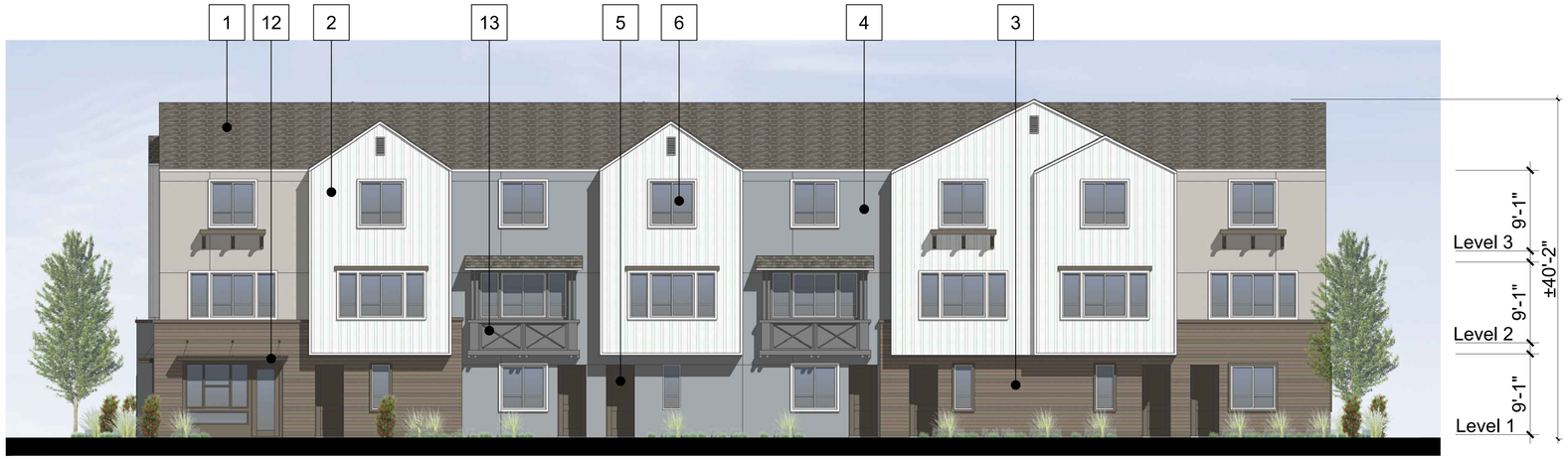


FIRST FLOOR PLAN

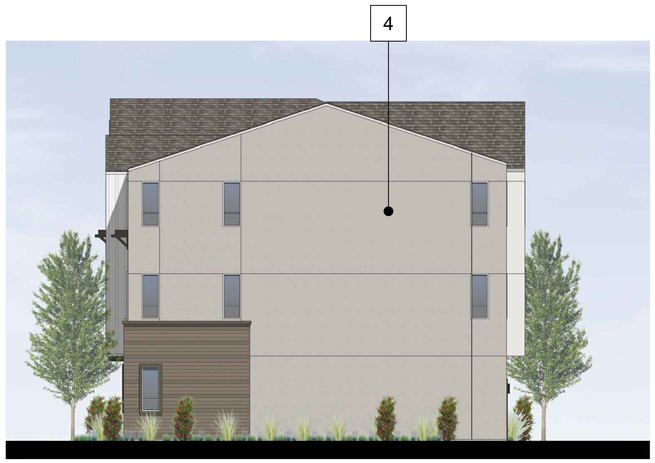




LEFT



FRONT



RIGHT



REAR

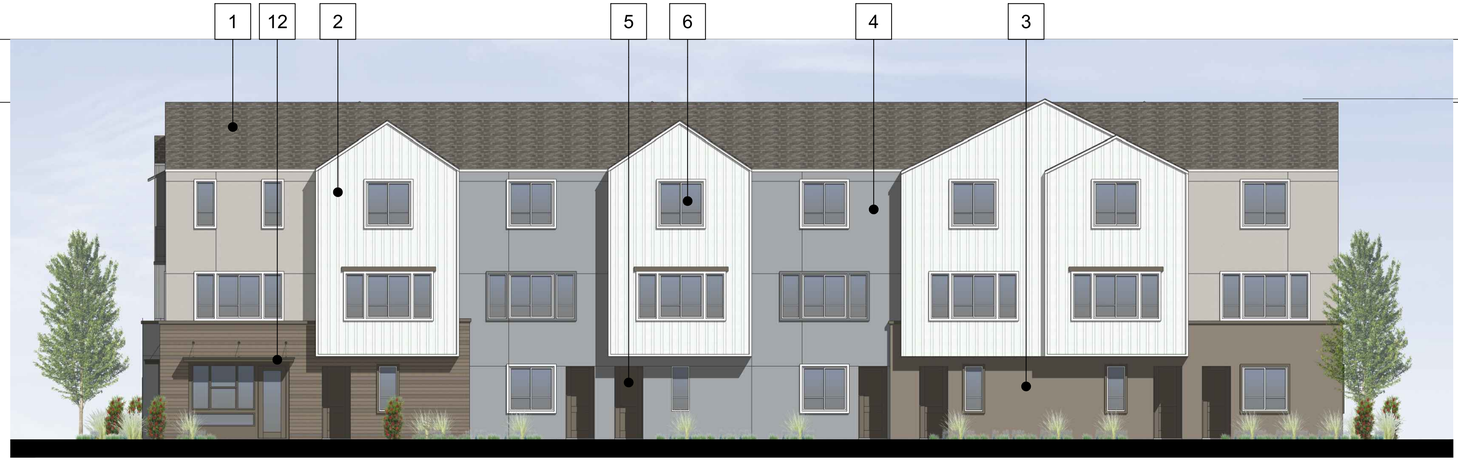
MATERIAL LEGEND - COLOR SCHEME 2 ENHANCED

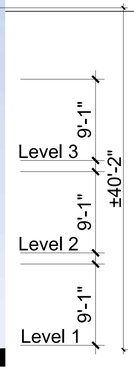
1. COMPOSITE SHINGLE ROOF
2. VERTICAL SIDING
3. HORIZONTAL SIDING
4. STUCCO
5. FRONT DOOR
6. VINYL WINDOWS (NOT USED)
7. METAL RAILING (NOT USED)
8. SLIDING GLASS DOOR
9. SECTIONAL GARAGE DOOR
10. DECORATIVE LIGHTS & ADDRESS SIGN
11. MECH. CLOSET
12. AWNING
13. FAUX JULIET BALCONY





LEFT



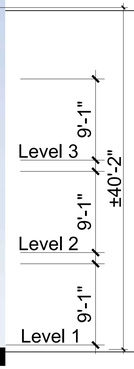


FRONT



RIGHT

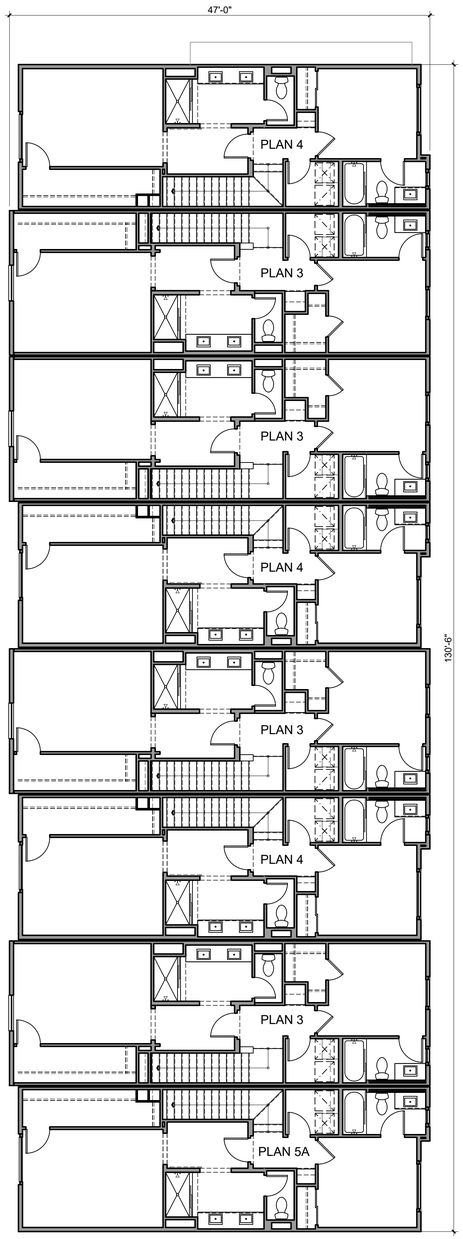




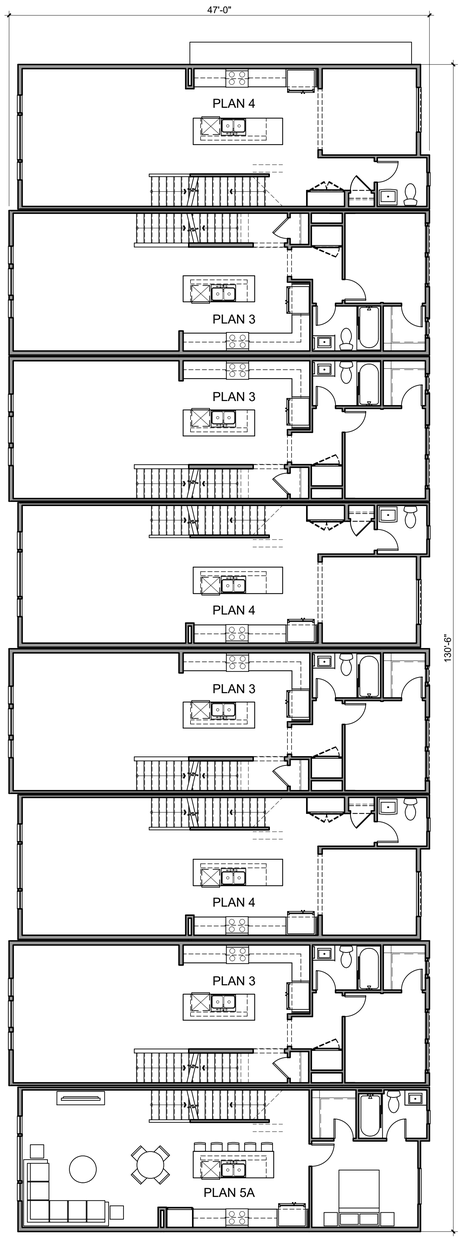
REAR

MATERIAL LEGEND - COLOR SCHEME 2 ENHANCED

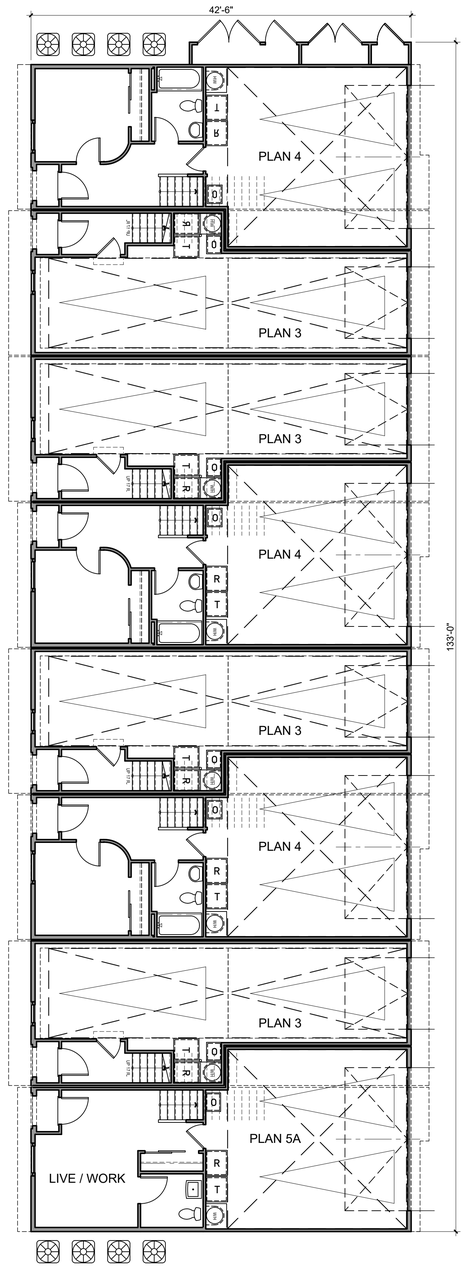
1. COMPOSITE SHINGLE ROOF
2. VERTICAL SIDING
3. HORIZONTAL SIDING
4. STUCCO
5. FRONT DOOR
6. VINYL WINDOWS (NOT USED)
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THIRD FLOOR PLAN

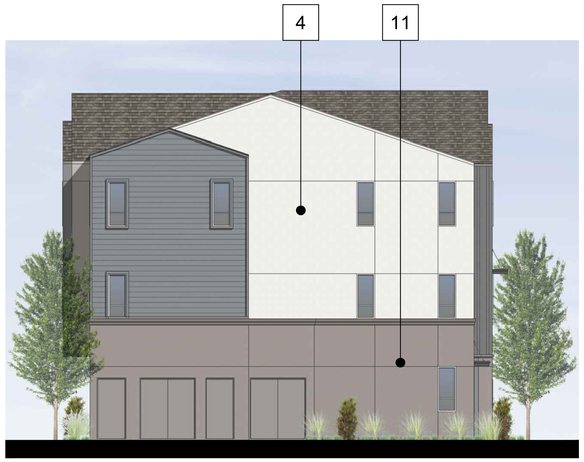


SECOND FLOOR PLAN



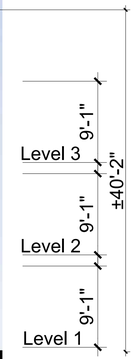
FIRST FLOOR PLAN



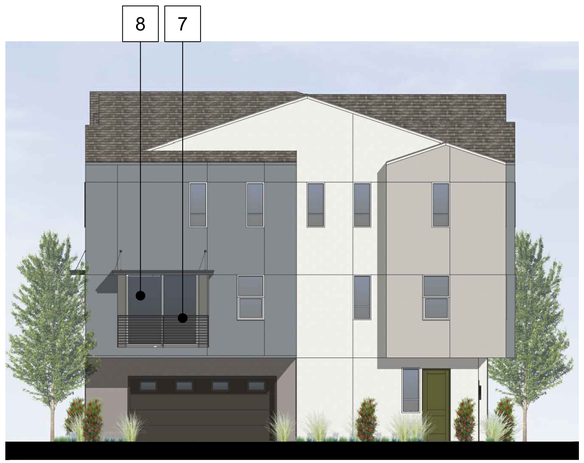


LEFT



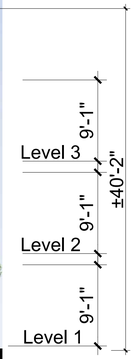


FRONT



RIGHT

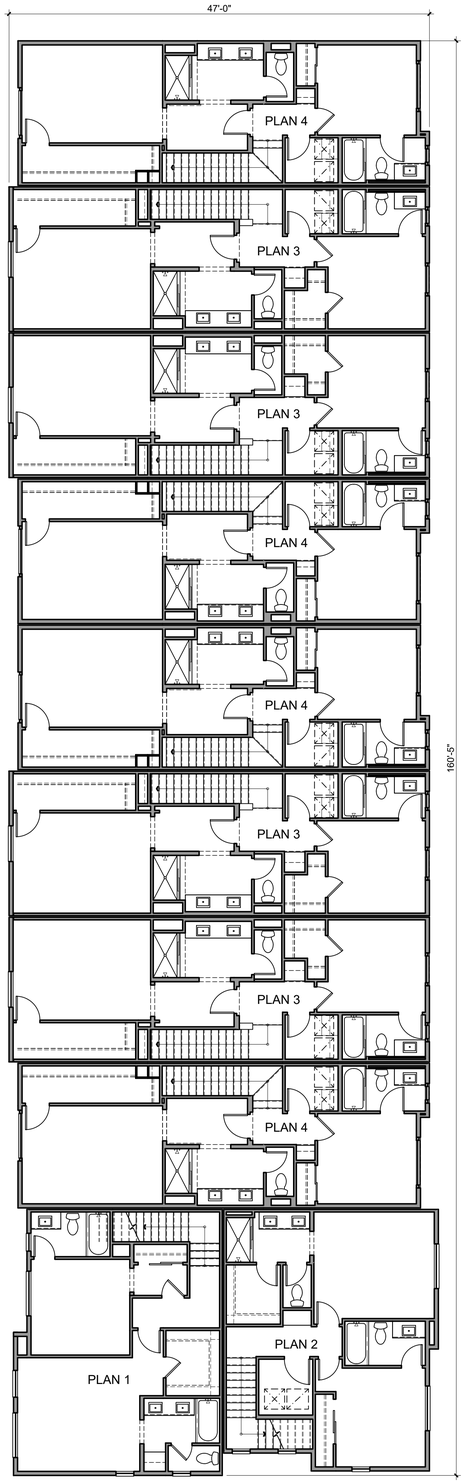




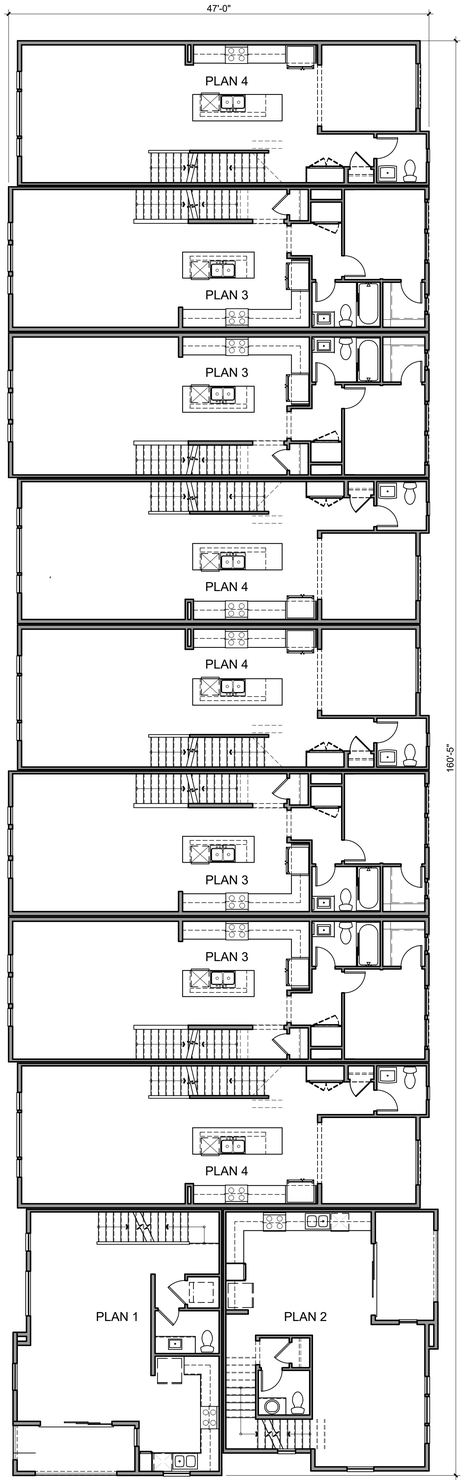
REAR

MATERIAL LEGEND - COLOR SCHEME 1

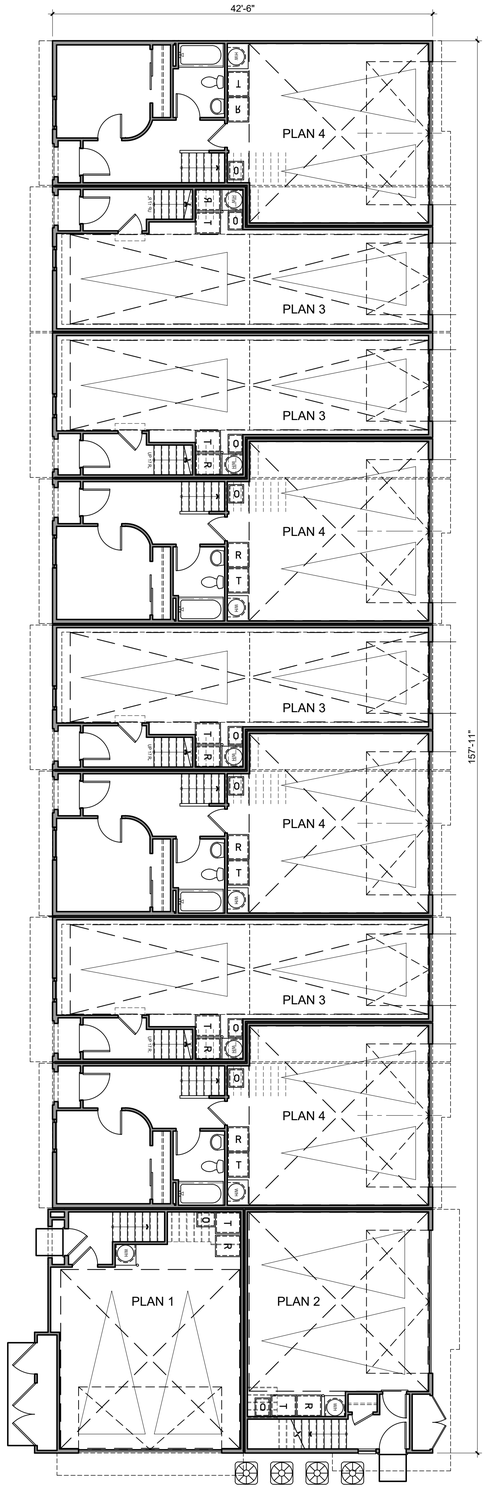
1. COMPOSITE SHINGLE ROOF
2. VERTICAL SIDING
3. HORIZONTAL SIDING
4. STUCCO
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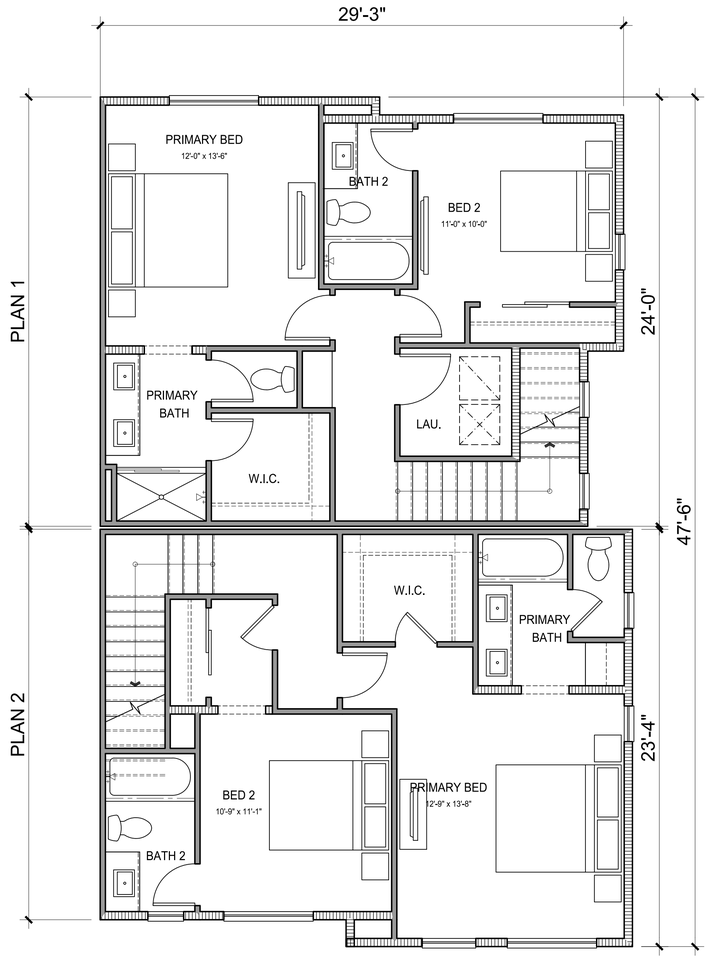
THIRD FLOOR PLAN



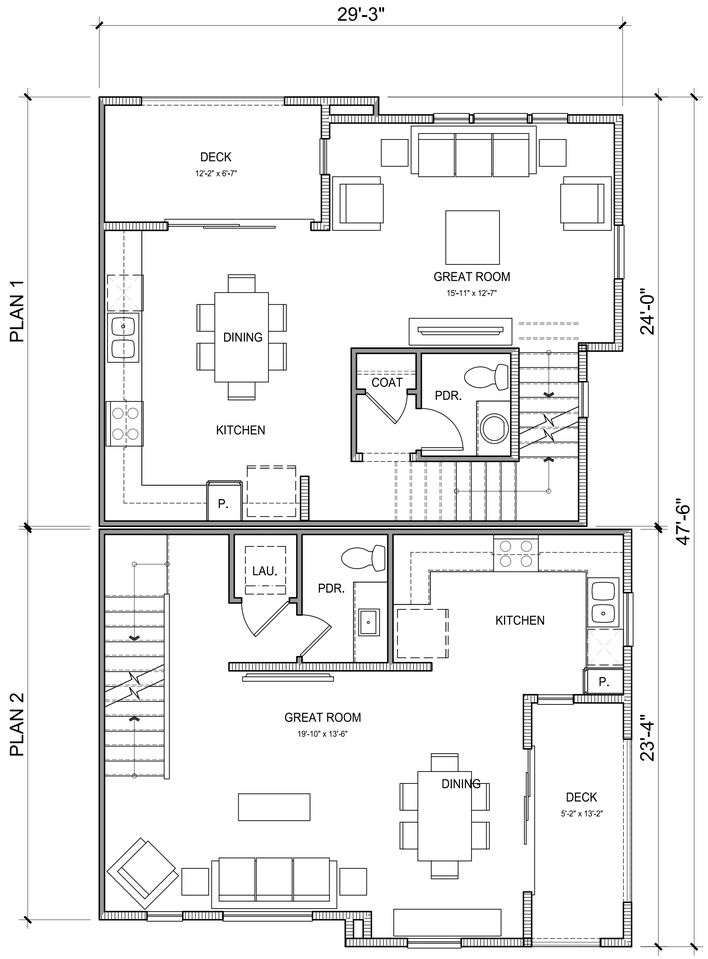
SECOND FLOOR PLAN



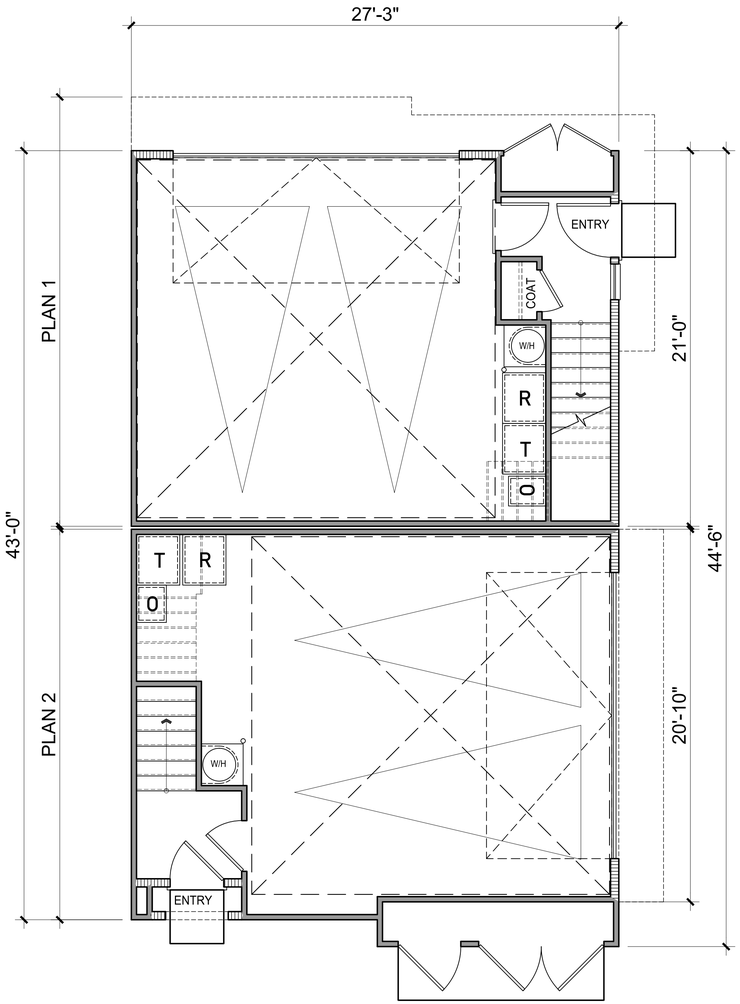
FIRST FLOOR PLAN



THIRD FLOOR PLAN



SECOND FLOOR PLAN



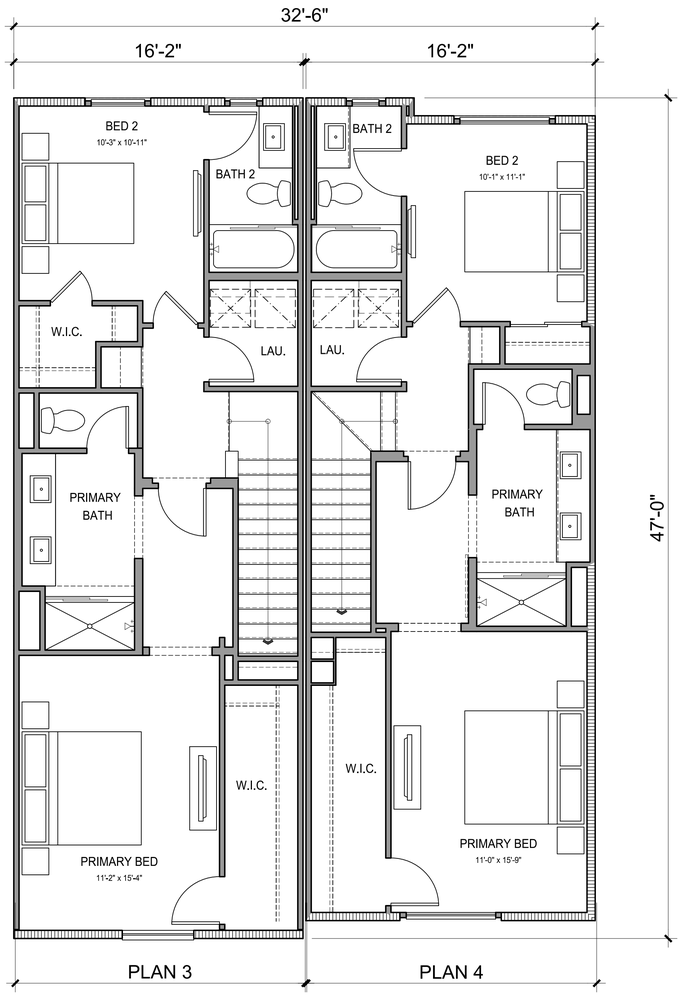
FIRST FLOOR PLAN

PLAN 1 NET SF	
2 BD / 2.5 BA	
1ST FLOOR	97 SQ. FT.
2ND FLOOR	539 SQ. FT.
3RD FLOOR	571 SQ. FT.
TOTAL LIVING	1207 SQ. FT.
DECK	79 SQ. FT.
GARAGE	437 SQ. FT.

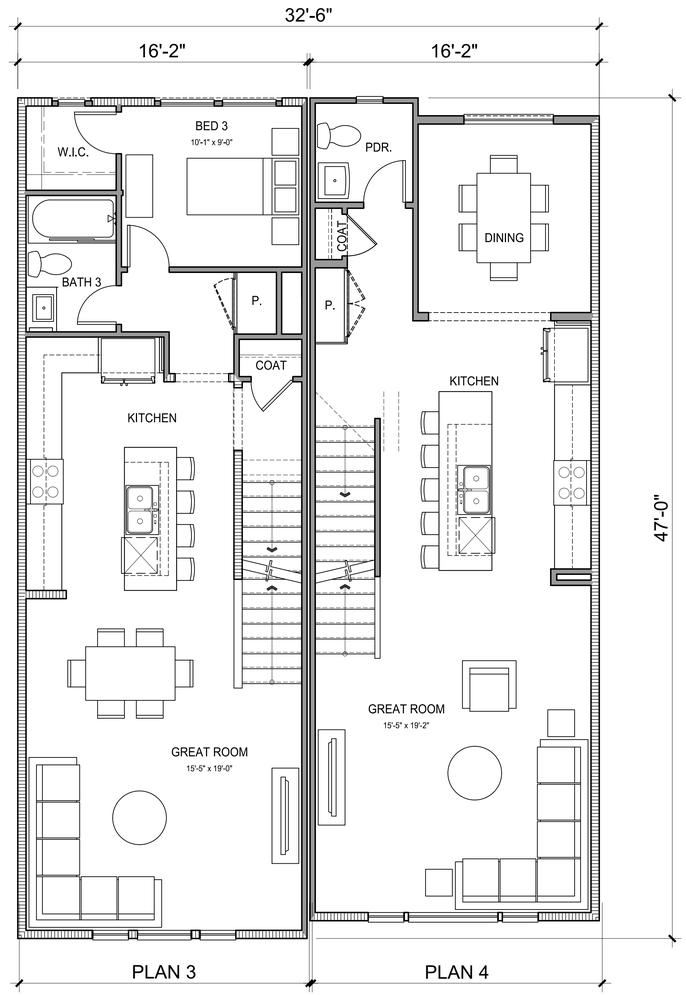
PLAN 2 NET SF	
2 BD / 2.5 BA	
1ST FLOOR	82 SQ. FT.
2ND FLOOR	556 SQ. FT.
3RD FLOOR	582 SQ. FT.
TOTAL LIVING	1220 SQ. FT.
DECK	68 SQ. FT.
GARAGE	484 SQ. FT.

PLAN 1 GROSS SF	
2 BD / 2.5 BA	
1ST FLOOR	109 SQ. FT.
2ND FLOOR	579 SQ. FT.
3RD FLOOR	603 SQ. FT.
TOTAL LIVING	1291 SQ. FT.
DECK	87 SQ. FT.
GARAGE	459 SQ. FT.

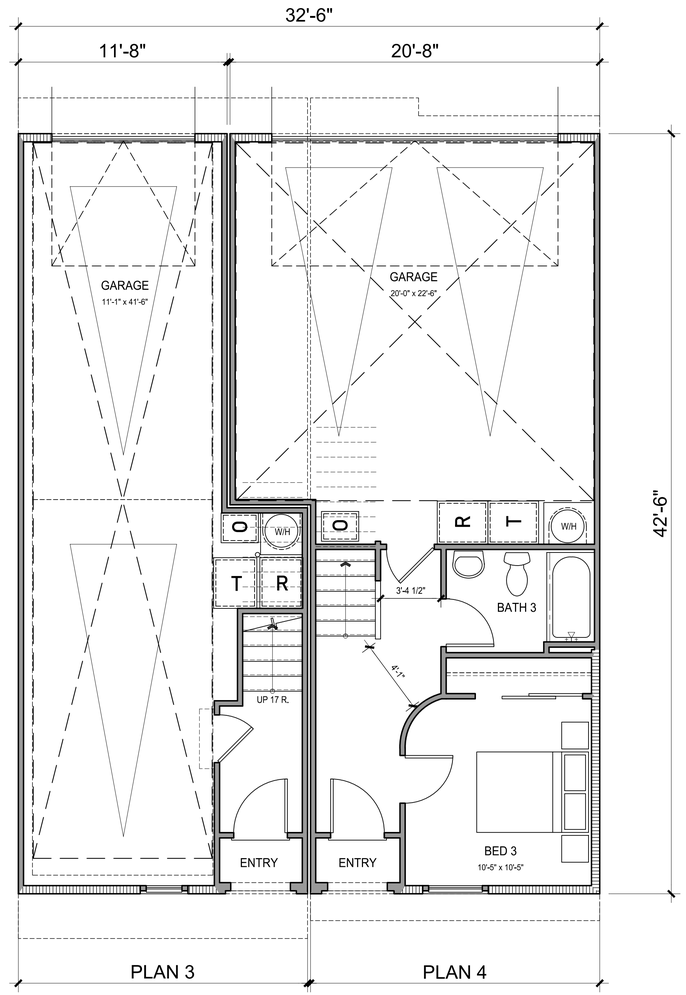
PLAN 2 GROSS SF	
2 BD / 2.5 BA	
1ST FLOOR	91 SQ. FT.
2ND FLOOR	596 SQ. FT.
3RD FLOOR	616 SQ. FT.
TOTAL LIVING	1303 SQ. FT.
DECK	76 SQ. FT.
GARAGE	511 SQ. FT.



THIRD FLOOR PLAN



SECOND FLOOR PLAN



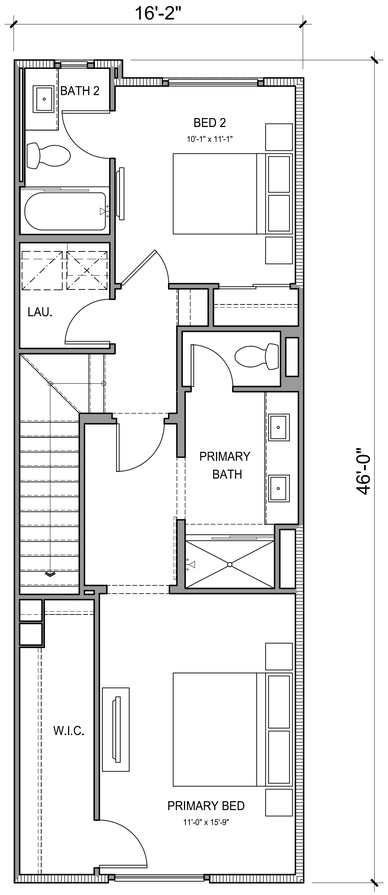
FIRST FLOOR PLAN

PLAN 3 NET SF	
3 BD / 3 BA	
1ST FLOOR	79 SQ. FT.
2ND FLOOR	710 SQ. FT.
3RD FLOOR	665 SQ. FT.
TOTAL LIVING	1454 SQ. FT.
DECK	N/A
GARAGE	486 SQ. FT.

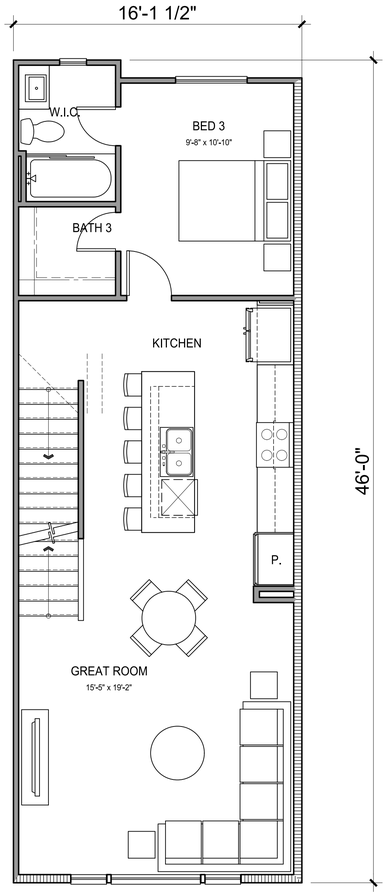
PLAN 4 NET SF	
3 BD / 3.5 BA	
1ST FLOOR	302 SQ. FT.
2ND FLOOR	684 SQ. FT.
3RD FLOOR	634 SQ. FT.
TOTAL LIVING	1620 SQ. FT.
DECK	N/A
GARAGE	441 SQ. FT.

PLAN 3 GROSS SF	
3 BD / 3 BA	
1ST FLOOR	86 SQ. FT.
2ND FLOOR	759 SQ. FT.
3RD FLOOR	703 SQ. FT.
TOTAL LIVING	1547 SQ. FT.
DECK	N/A
GARAGE	517 SQ. FT.

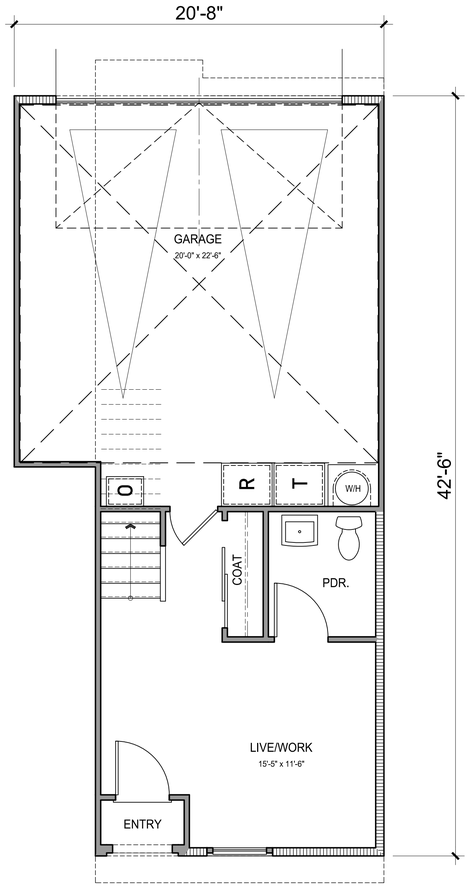
PLAN 4 GROSS SF	
3 BD / 3.5 BA	
1ST FLOOR	322 SQ. FT.
2ND FLOOR	732 SQ. FT.
3RD FLOOR	679 SQ. FT.
TOTAL LIVING	1733 SQ. FT.
DECK	N/A
GARAGE	464 SQ. FT.



THIRD FLOOR PLAN



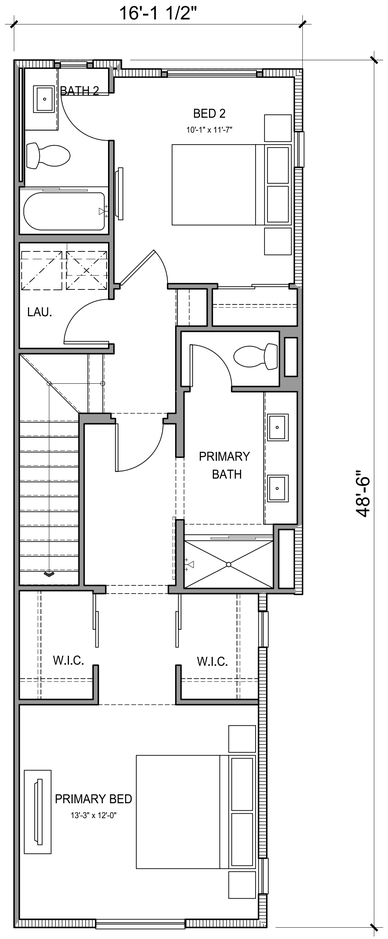
SECOND FLOOR PLAN



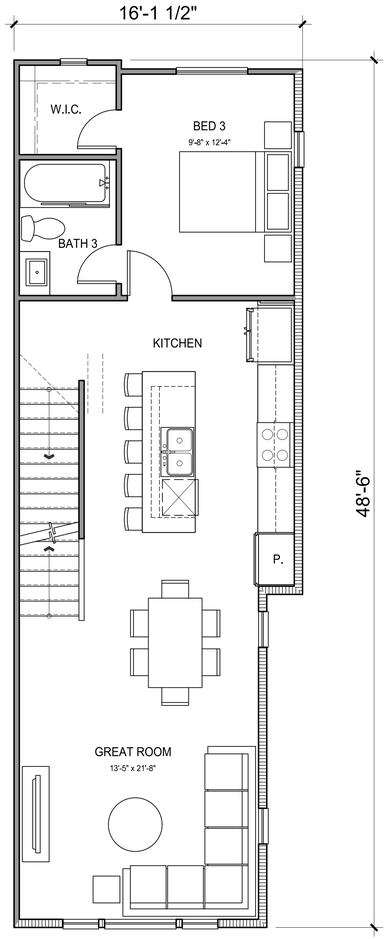
FIRST FLOOR PLAN

PLAN 5A NET SF	
3 BD + LIVE/WORK / 3.5 BA	
1ST FLOOR	315 SQ. FT.
2ND FLOOR	676 SQ. FT.
3RD FLOOR	633 SQ. FT.
TOTAL LIVING	1624 SQ. FT.
DECK	N/A
GARAGE	441 SQ. FT.

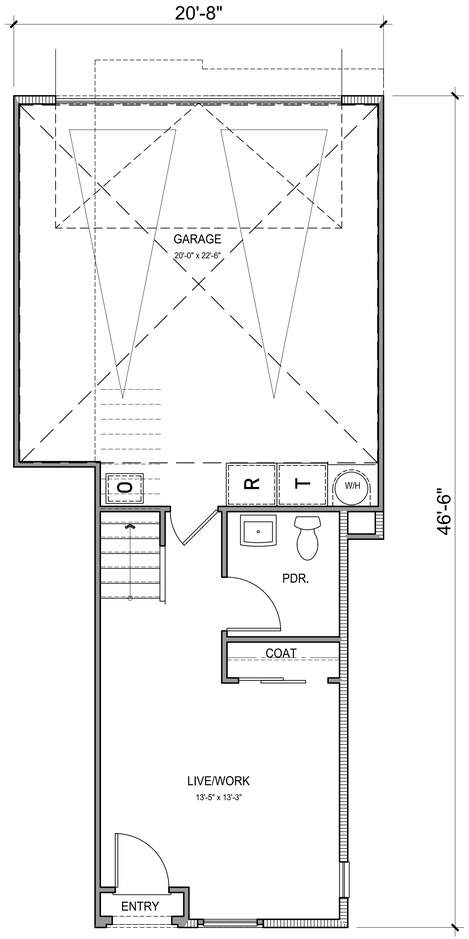
PLAN 5A GROSS SF	
3 BD / 3.5 BA	
1ST FLOOR	338 SQ. FT.
2ND FLOOR	721 SQ. FT.
3RD FLOOR	678 SQ. FT.
TOTAL LIVING	1737 SQ. FT.
DECK	N/A
GARAGE	464 SQ. FT.



THIRD FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

PLAN 5A NET SF	
3 BD + LIVE/WORK / 3.5 BA	
1ST FLOOR	333 SQ. FT.
2ND FLOOR	692 SQ. FT.
3RD FLOOR	642 SQ. FT.
TOTAL LIVING	1666 SQ. FT.
DECK	N/A
GARAGE	441 SQ. FT.

PLAN 5B GROSS SF	
3 BD / 3.5 BA	
1ST FLOOR	359 SQ. FT.
2ND FLOOR	740 SQ. FT.
3RD FLOOR	688 SQ. FT.
TOTAL LIVING	1786 SQ. FT.
DECK	N/A
GARAGE	464 SQ. FT.

BUILDING SUMMARY (PER ARCHITECTURE PLANS)				
BUILDING ID	OCCUPANCY TYPE	CONSTRUCTION TYPE	MAX BUILDING FOOT PRINT (SF)	SPRINKLERED
3–STORY TOWNHOMES	R3	TYPE V–B	6,745 SF	NFPA 13

FIRE FLOW REQUIREMENTS (PER PFLSD GUIDELINES & CFC TABLE 102.1)					
REQUIRED FIRE FLOW (GPM @ 20PSI)	W/SPRINKLER REDUCTION (GPM @ 20PSI)	FLOW DURATION	MIN # OF HYDRANTS	AVERAGE HYDRANT SPACING (FT)	MAXIMUM DISTANCE TO HYDRANT (FT)
3,875	1,875	3 HOUR	2	450	225

ATTACHMENT 19

CFC TABLE B105.1:
Minimum Required Fire Flow and Flow Duration for Buildings as adopted by the City of Placentia

FIRE FLOW CALCULATION AREA (square feet)					FIRE FLOW (gallons/min)		Flow Duration
Type IA and IB	Type IIA and IIA	Type IV and VA	Type IIB and IIIB	Type VB	unsprinklered commercial/SFR	sprinklered commercial/SFR	
0-22700	0-12700	0-8200	0-5900	0-3600	1500/1000	1500/1000	2
22701-30200	12701-17000	8201-10900	5901-7800	3601-4800	1750	1500/1000	
30201-38700	17001-21800	10901-12900	7901-9800	4801-6200	2000	1500/1000	
38701-48300	21801-24200	12901-17400	9801-12600	6201-7700	2250	1500/1125	
48301-59000	24201-33200	17401-21300	12601-15400	7701-9400	2500	1500/1250	
59001-70900	33201-39700	21301-25500	15401-18400	9401-11300	2750	1500/1375	
70901-83700	39701-47100	25501-30100	18401-21800	11301-13400	3000	1500	3
83701-97700	47101-54900	30101-35200	21801-25900	13401-15600	3250	1625	
97701-112700	54901-63400	35201-40600	25901-29300	15601-18000	3500	1750	
112701-128700	63401-72400	40601-46400	29301-33500	18001-20800	3750	1875	
128701-145900	72401-82100	46401-52500	33501-37900	20801-23300	4000	2000	4
145901-164200	82101-92400	52501-59100	37901-42700	23301-26300	4250	2125	
164201-183400	92401-103100	59101-66000	42701-47700	26301-29300	4500	2250	
183401-203700	103101-114600	66001-73300	47701-53000	29301-32600	4750	2375	
203701-225200	114601-126700	73301-81100	53001-58600	32601-36000	5000	2500	
225201-247700	126701-139400	81101-89200	58601-65400	36001-39600	5250	2625	
247701-271200	139401-152600	89201-97700	65401-70600	39601-43400	5500	2750	
271201-295900	152601-166500	97701-106500	70601-77000	43401-47400	5750	2875	
295901+	166501+	106501-115800	77001-83700	47401-51500	6000	3000	
		115801-125500	83701-90600	51501-55700	6250	3125	
		125501-135500	90601-97900	55701-60200	6500	3250	
		135501-145800	97901-106800	60201-64800	6750	3375	
		145801-156700	106801-113200	64801-69600	7000	3500	
		156701-167900	113201-121300	69601-74600	7250	3625	
		167901-179400	121301-129600	74601-79800	7500	3750	
		179401-191400	129601-138300	79801-85100	7750	3875	
		191401+	138301+	85101+	8000	4000	

Minimum fire flow for a detached, unsprinklered single-family residence/duplex up to 3600 sq.ft. is 1000 gpm.

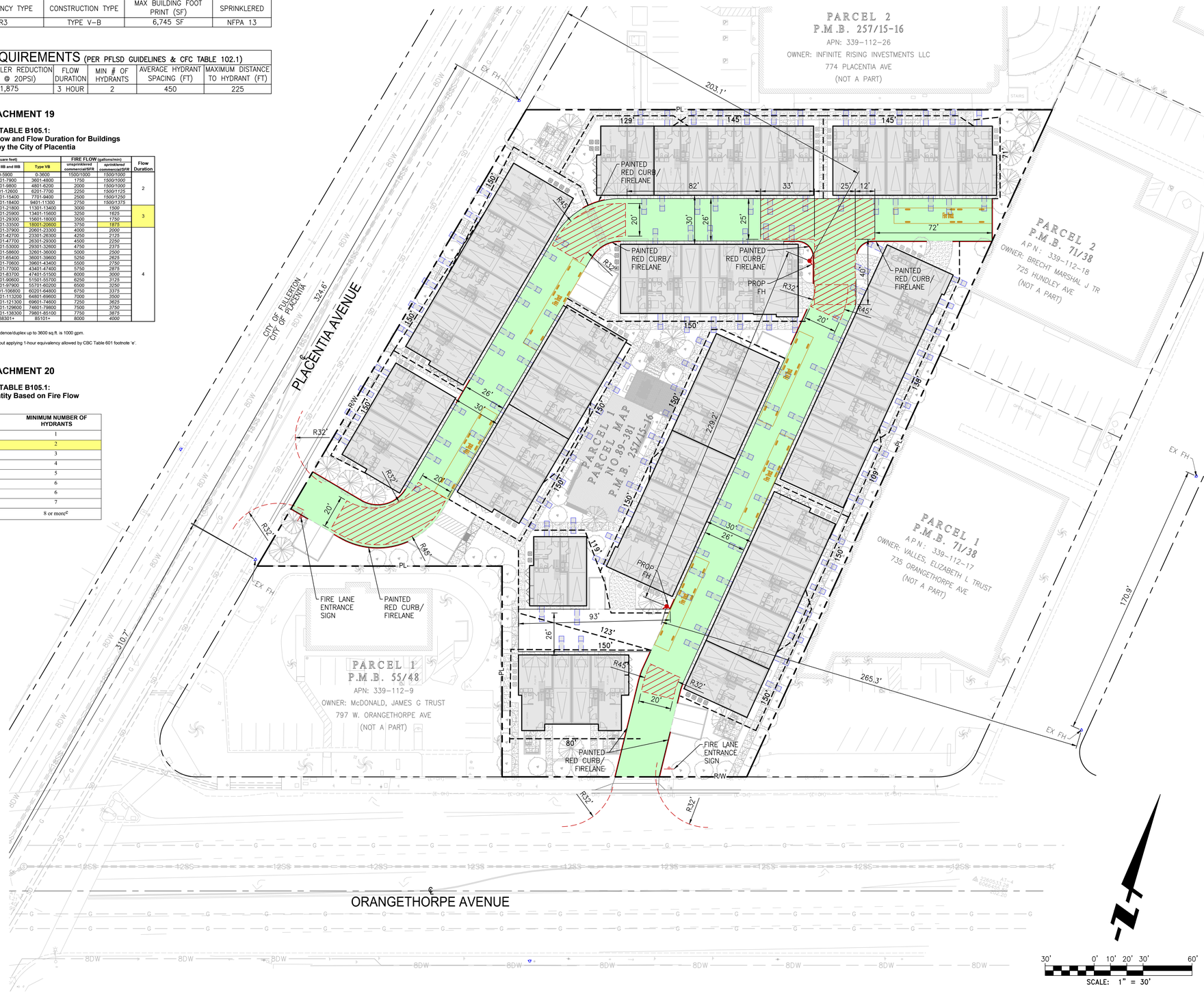
Construction Types shall be based upon actual construction without applying 1-hour equivalency allowed by CBC Table 601 footnote 'e'.

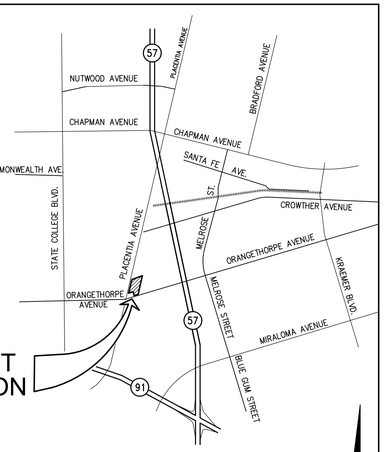
Fire flow measured at 20 psi.

ATTACHMENT 20

CFC TABLE B105.1:
Hydrant Quantity Based on Fire Flow

FIRE-FLOW REQUIREMENT (gpm)	MINIMUM NUMBER OF HYDRANTS
1,750 or less	1
1,751–2,250	2
2,251–3,250	3
3,251–4,000	4
4,001–5,000	5
5,001–5,500	6
5,501–6,000	6
6,001–7,000	7
7,001 or more	8 or more[c]





VICINITY MAP
NOT TO SCALE

SCOPE OF WORK

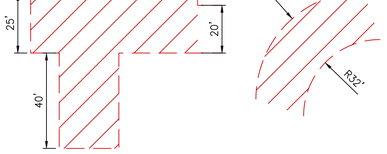
TO PERMIT THE DEVELOPMENT OF 11 THREE–STORY, TOWNHOME–STYLE BUILDINGS CONSISTING OF 75 CONDOMINIUM UNITS, INCLUDING FIVE LIVE–WORK UNITS, ON A 2.72–ACRE DEVELOPED SITE. THE PROJECT ALSO INCLUDES TWO OPEN PLAZA AREAS TOTALING 3,000 SQUARE FEET, ALONG WITH ENHANCED LANDSCAPING AND HARDSCAPE IMPROVEMENTS

PROJECT INFORMATION

ADDRESS: 777 W ORANGETHORPE AVENUE, PLACENTIA, CA 92870
APN: 339–112–27

CITY OF PLACENTIA
FIRE TURN TEMPLATES

FIRE DEPARTMENT ACCESS & WATER REQUIREMENTS FOR COMMERCIAL & RESIDENTIAL DEVELOPMENT - ATTACHMENT 6 & 7



LEGEND

- CENTERLINE
- EX EASEMENT LINE
- EX R/W OR PROPERTY LINE
- EX PUBLIC FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- PROPOSED FIRE ACCESS ROADWAY
- FIRE LADDER PAD
- FIRE ACCESS HAMMERHEAD TURNING AREA
- HOSE PULL LENGTH FROM FIRE TRUCK
- FIRE TRUCK

NEW PAVEMENT CERTIFICATION

FIRE ACCESS ROADS SHALL BE DESIGNED, CONSTRUCTED, AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF PLACENTIA FIRE APPARATUS WITH A TOTAL WEIGHT OF 75,000 POUNDS. APPARATUS WEIGHT IS DISTRIBUTED AS 50,000 POUNDS ON TANDEM REAR AXELS, AND 25,000 POUNDS ON THE FRONT AXLE. THE SURFACE SHALL BE DESIGNED, CONSTRUCTED, AND MAINTAINED TO PROVIDE ALL–WEATHER DRIVING CAPABILITIES. A 20–FOOT MINIMUM ROAD WIDTH IS REQUIRED.

ORANGETHORPE & PLACENTIA
PLACENTIA, CA

FIRE MASTER PLAN

FUSCOE ENGINEERING
600 Wilshire Blvd, Suite 1470
Los Angeles, Ca 90017
213.988.8802
fuscoe.com

FMP-1

Scale AS SHOWN
Job No. 1404-007
Date 2/18/26

C:\PROJECTS\1404-007\PLANS\ENTITLEMENTS\CONCEPTUAL GRADING PLAN\1404-007-CGDRWP.DWG (02-18-2026 3:41:13PM) Plotted by: jmh

PLACENTIA FIRE DEPARTMENT ACCESS & WATER PLAN NOTES

INSPECTION REQUIREMENTS

1. PLACENTIA SITE INSPECTIONS ARE REQUIRED FOR THIS PROJECT. PLEASE SCHEDULE ALL FIELD INSPECTIONS AT LEAST 48 HOURS IN ADVANCE. INSPECTIONS CANCELED AFTER 1 P.M. ON THE DAY BEFORE THE SCHEDULED DATE WILL BE SUBJECT TO A RE-INSPECTION FEE. CALL (714) 993-8135 OR EMAIL FIRECRR@PLACENTIA.ORG TO SCHEDULE INSPECTIONS.
2. A LUMBER DROP INSPECTION SHALL BE PERFORMED PRIOR TO BRINGING COMBUSTIBLE MATERIALS (OR COMBUSTIBLE FIXTURES AND FINISHES FOR STRUCTURES OF NON-COMBUSTIBLE CONSTRUCTION). ALL-WEATHER ACCESS ROADS CAPABLE OF SUPPORTING 75,000 LBS., TOPPED WITH ASPHALT, CONCRETE, OR EQUIVALENT SHALL BE IN PLACE AND HYDRANTS OPERATIONAL AT TIME OF LUMBER DROP INSPECTION.
3. FOR PROJECTS WITH FUEL MODIFICATION, A VEGETATION CLEARANCE INSPECTION IS REQUIRED PRIOR TO A LUMBER DROP INSPECTION. USE THE FUEL MODIFICATION PLAN SERVICE REQUEST NUMBER TO SCHEDULE THE VEGETATION CLEARANCE INSPECTION.
4. PHASED INSTALLATION OF FIRE ACCESS ROADS REQUIRES ADDITIONAL INSPECTIONS NOT COVERED BY THE FEES PAID AT PLAN SUBMITTAL. CONTACT (714) 993-8135 OR EMAIL FIRECRR@PLACENTIA.ORG TO ARRANGE FOR ADDITIONAL INSPECTIONS THAT MAY BE NEEDED AND ANY FEES THAT MAY BE DUE.
5. AN ORIGINAL APPROVED, SIGNED, WET-STAMPED PLACENTIA FIRE ACCESS & WATER PLAN SHALL BE AVAILABLE ON-SITE AT TIME OF INSPECTION.
6. ACCESS ROADS AND HYDRANTS SHALL BE MAINTAINED AND REMAIN CLEAR OF OBSTRUCTIONS AT ALL TIMES DURING AND AFTER CONSTRUCTION. AREAS WHERE PARKING IS NOT PERMITTED SHALL BE CLEARLY IDENTIFIED AT ALL TIMES. OBSTRUCTION OF FIRE LANES AND HYDRANTS MAY RESULT IN CANCELLATION OR SUSPENSION OF INSPECTIONS.
7. TEMPORARY FUEL TANKS OF 60 OR MORE GALLONS SHALL BE REVIEWED, INSPECTED, AND PERMITTED BY THE PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT PRIOR TO USE.
8. THE PROJECT ADDRESS SHALL BE CLEARLY POSTED AND VISIBLE FROM THE PUBLIC ROAD DURING CONSTRUCTION.
9. ALL GATES IN CONSTRUCTION FENCING SHALL BE EQUIPPED WITH EITHER A KNOX OR BREAKAWAY PADLOCK.
10. BUILDINGS OF FOUR OR MORE STORIES SHALL BE PROVIDED WITH STAIRS AND A STANDPIPE BEFORE REACHING 40 FEET IN HEIGHT.

GENERAL REQUIREMENTS

11. FIRE LANE WIDTHS SHALL BE MEASURED FROM TOP FACE OF THE CURB TO TOP FACE OF THE CURB FOR FIRE LANES WITH STANDARD CURBS AND GUTTERS AND FROM FLOW-LINE TO FLOW-LINE FOR FIRE LANES WITH MODIFIED CURB DESIGNS (E.G., ROLLED, RAMPED, ETC.). THE DEVELOPER IS RESPONSIBLE TO VERIFY THAT ALL APPROVED PUBLIC WORKS OR GRADING DEPARTMENT STREET IMPROVEMENT PLANS OR PRECISE GRADING PLANS CONFORM TO THE MINIMUM STREET WIDTH MEASUREMENTS PER THE APPROVED PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT ACCESS & WATER PLAN AND STANDARDS IDENTIFIED IN PLACENTIA FIRE PREVENTION BUREAU ACCESS & WATER GUIDELINE FOR ALL PORTIONS OF THE FIRE ACCESS ROADS.
12. PERMANENT, TEMPORARY, AND PHASED EMERGENCY ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT AN IMPOSED LOAD OF 75,000 LBS. AND SURFACED TO PROVIDE ALL-WEATHER DRIVING CAPABILITIES.
13. FIRE LANE SIGNS AND RED CURBS SHALL MEET THE SPECIFICATIONS SHOWN IN PLACENTIA FIRE PREVENTION BUREAU ACCESS & WATER GUIDELINE AND SHALL BE INSTALLED AS DESCRIBED THEREIN. ADDITIONAL FIRE LANE MARKINGS MAY BE REQUIRED AT THE TIME OF INSPECTION DEPENDING ON FIELD CONDITIONS.
14. ALL FIRE HYDRANTS SHALL HAVE A "BLUE REFLECTIVE PAVEMENT MARKER" INDICATING THEIR LOCATION PER THE PLACENTIA STANDARD. ON PRIVATE PROPERTY MARKERS ARE TO BE MAINTAINED IN GOOD CONDITION BY THE PROPERTY OWNER.
15. ADDRESS NUMBERS SHALL BE LOCATED AND BE OF A COLOR AND SIZE SO AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE ROADWAY FROM WHICH THE BUILDING IS ADDRESSED IN ACCORDANCE WITH PLACENTIA FIRE PREVENTION BUREAU ACCESS & WATER GUIDELINE.
16. ACCESS GATES SHALL BE APPROVED PRIOR TO INSTALLATION AND SHALL BE IN COMPLIANCE WITH CHAPTER 5 OF THE CFC AND PLACENTIA PREVENTION BUREAU ACCESS & WATER GUIDELINE.
17. APPROVED ACCESS WALKWAYS SHALL BE PROVIDED TO ALL REQUIRED OPENINGS AND ALL RESCUE WINDOWS.
18. VEGETATION SHALL BE SELECTED AND MAINTAINED IN SUCH A MANNER AS TO ALLOW IMMEDIATE ACCESS TO ALL HYDRANTS, VALVES, FIRE DEPARTMENT CONNECTIONS, PULL STATIONS, EXTINGUISHERS, SPRINKLER RISERS, ALARM CONTROL PANELS, RESCUE WINDOWS, AND OTHER DEVICES OR AREAS USED FOR FIREFIGHTING PURPOSES. VEGETATION OR BUILDING FEATURES SHALL NOT OBSTRUCT ADDRESS NUMBERS OR INHIBIT THE FUNCTIONING OF ALARM BELLS, HORNS, OR STROBES.
19. DUMPSTERS AND TRASH CONTAINERS LARGER THAN 1.5 CUBIC YARDS SHALL NOT BE STORED IN BUILDINGS OR PLACED WITHIN 5 FEET OF COMBUSTIBLE WALLS, OPENINGS OR COMBUSTIBLE ROOF EAVE LINES UNLESS PROTECTED BY AN APPROVED SPRINKLER SYSTEM.
20. ANY FUTURE MODIFICATION TO THE APPROVED FIRE PREVENTION BUREAU ACCESS & WATER PLAN OR APPROVED SITE PLAN, INCLUDING BUT NOT LIMITED TO ROAD WIDTH, GRADE, SPEED HUMPS, TURNING RADII, GATES OR OTHER OBSTRUCTIONS, SHALL REQUIRE REVIEW, INSPECTION, AND APPROVAL BY THE PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT.
21. APPROVAL OF THIS PLAN SHALL NOT BE CONSTRUED AS APPROVAL OF ANY INFORMATION OR PROJECT CONDITIONS OTHER THAN THOSE ITEMS AND REQUIREMENTS IDENTIFIED IN PLACENTIA FIRE PREVENTION BUREAU ACCESS & WATER GUIDELINE AND RELATED PORTIONS OF THE CFC AND CBC. THIS PROJECT MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS NOT STATED HEREIN UPON EXAMINATION OF ACTUAL SITE AND PROJECT CONDITIONS OR DISCLOSURE OF ADDITIONAL INFORMATION.

Parking Enforcement Letter

February 03, 2026

Fire and Life Safety Department

City of Placentia

401 E. Chapman Avenue

Placentia, CA 92870

RE: Orangethorpe & Placentia, 777 W Orangethorpe Avenue

Parking Enforcement Plan

The fire lane parking enforcement plan for the above referenced project is stated as follows:

All fire lanes within **777 W. Orangethorpe Avenue** shall be maintained and in no event shall parking be permitted along any portion of a street or drive that required fire lanes or any area designated as a fire lane for turn-around purposes either during construction or after occupancy.

Homeowner Association shall adopt reasonable rules and regulations regarding the parking of vehicles along the streets, roads and or drives within the project that are not in conflict with applicable law.

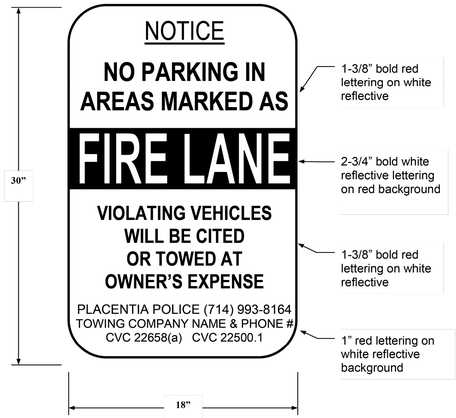
In furtherance thereof, **Homeowner Association**, through its officers, committees, and agents, will establish the "parking" and "no parking" areas within the property in accordance with Section 22658.2 of the California Vehicle Code and Placentia Fire Prevention Bureau Access & Water Guideline. The law shall be enforced through such rules and regulations by all lawful means, including, written warnings, citing, levying fines and towing vehicles in violation.

Homeowner Association will contract with a certified patrol and towing company to remove vehicles that violate no parking restrictions. First time violators will receive a written warning and with subsequent violations, the vehicle shall be subject to towing. The vehicle owner shall be responsible for all costs incurred in remedying such violation, including without limitation towing cost, citations, and legal fees.

Homeowner Association
Authorized Agent Signature

ATTACHMENT 10

Specifications for
Fire Lane Entrance Signs
To be used only at *vehicle entry points*
to areas that contain "Fire Lane—No Parking" signs or red curbs



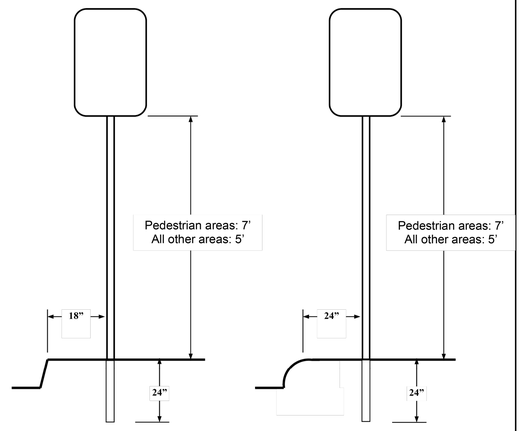
All sign and lettering dimensions shown are minimums. "Arial Narrow" font used is used in sample above though other legible sans-serif fonts may be acceptable.

This sign shall be posted at all vehicle entrances to areas marked with either red curbs or fire lane "No Parking" signs. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area. Signs shall be made of durable material and installed per Attachments 13 and 14.

Towing company contact information is required for all properties with a standing written agreement for services with a towing company per the California Vehicle Code.

ATTACHMENT 14

Mounting Specifications for
Fire Lane Entrance and No Parking Signs



STANDARD CURB **ROLLED CURB**

Signs shall be mounted facing the direction of vehicular travel.

Signs may be mounted on existing posts or buildings where the centerline of the sign is no more than 24" from the edge of the roadway.

Depth of bury shall be a *minimum* of 24" and rebar, a concrete footing, or another method to prevent removal of the sign is recommended. Footings for signs located in the public right-of-way shall be per the local jurisdiction's requirements.

ORANGETHORPE & PLACENTIA
PLACENTIA, CA

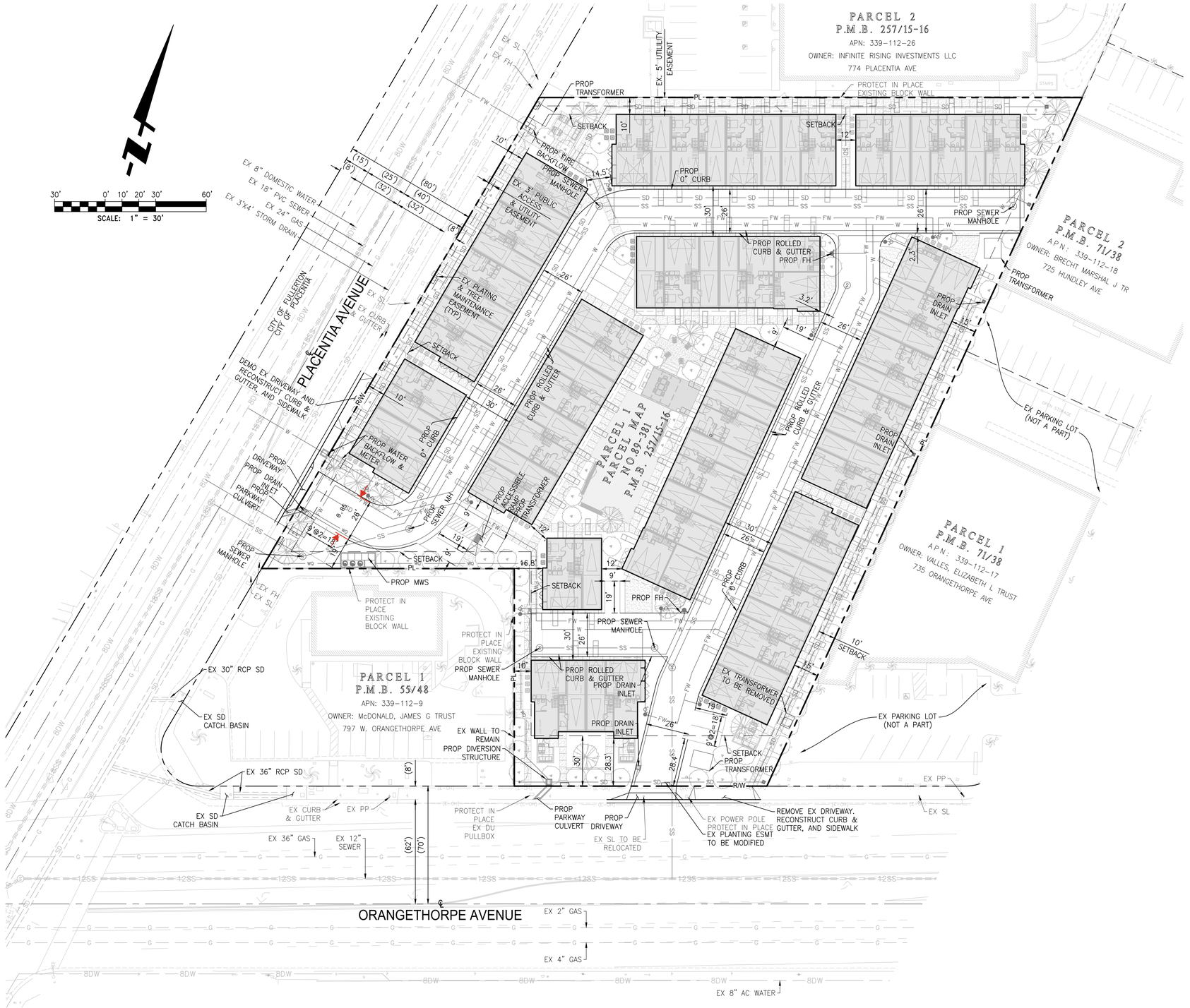
FIRE MASTER PLAN

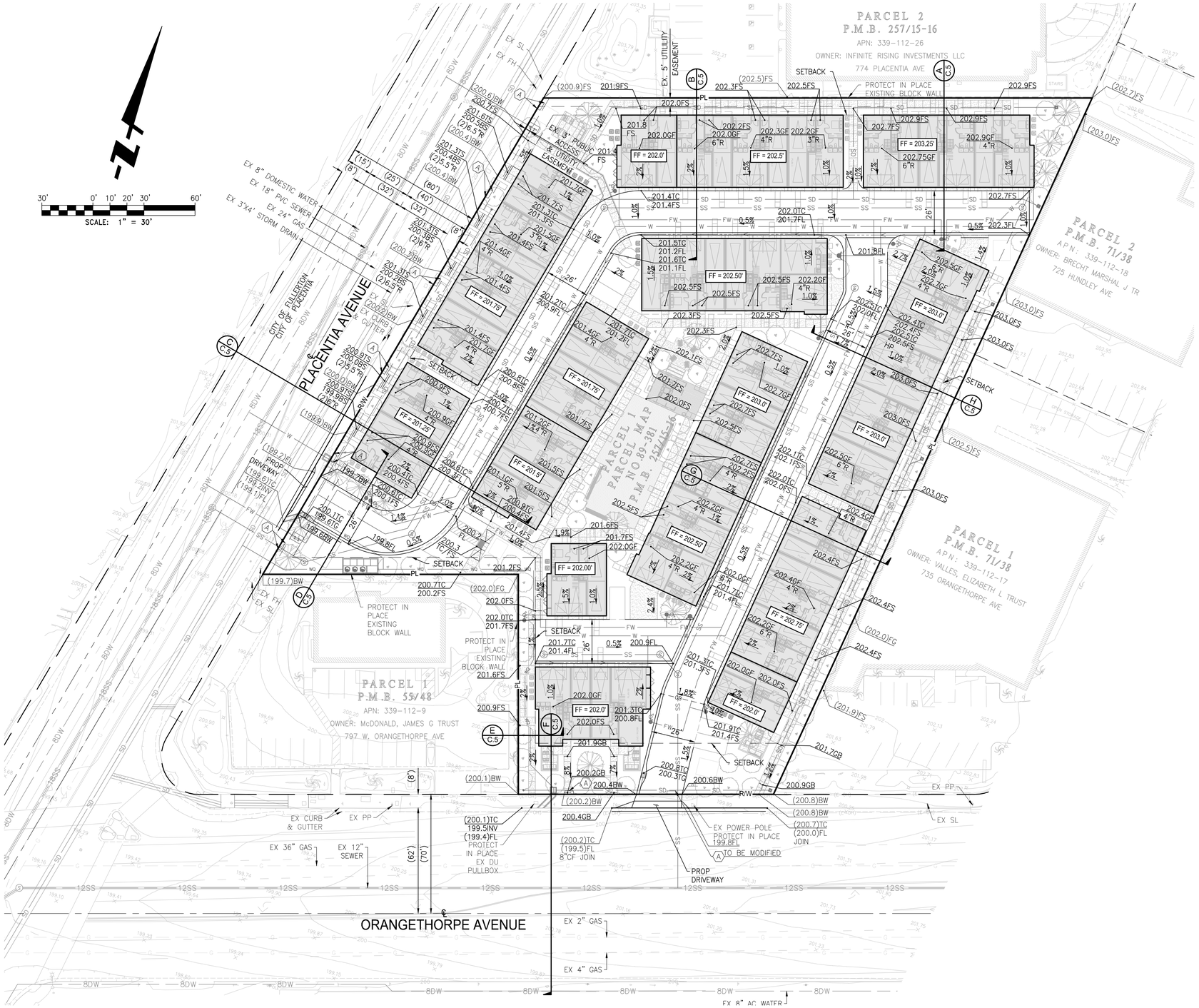
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Date 2/4/26

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PARCEL 2
P.M.B. 257/15-16
APN: 339-112-26
OWNER: INFINITE RISING INVESTMENTS LLC
774 PLACENTIA AVE
PARCEL 2
P.M.B. 71/38
APN: 339-112-18
OWNER: BRECHT MARSHAL J TR
725 HUNDLEY AVE
PARCEL 1
P.M.B. 71/38
APN: 339-112-17
OWNER: VALLES, ELIZABETH L TRUST
735 ORANGETHORPE AVE
PARCEL 1
P.M.B. 55/48
APN: 339-112-9
OWNER: McDONALD, JAMES G TRUST
797 W. ORANGETHORPE AVE
PARCEL 1
PARCEL MAP
NO.89-381
P.M.B. 257/15-16
PLACENTIA AVENUE
ORANGETHORPE AVENUE
CITY OF FULLERTON
CITY OF PLACENTIA
EX 8" DOMESTIC WATER
EX 18" PVC SEWER
EX 24" GAS
EX 3'X4' STORM DRAIN
EX 5' UTILITY EASEMENT
PROTECT IN PLACE EXISTING BLOCK WALL
PROP TRANSFORMER
PROP FIRE BACKFLOW
PROP SEWER MANHOLE
EX. 3' PUBLIC ACCESS & UTILITY EASEMENT
EX. PLATING & TREE MAINTENANCE EASEMENT (TYP)
SETBACK
PROP 0" CURB
PROP ROLLED CURB & GUTTER
PROP FH
PROP DRAIN INLET
PROP ACCESSIBLE RAMP
PROP TRANSFORMER
DEMO EX DRIVEWAY AND RECONSTRUCT CURB & GUTTER, AND SIDEWALK
PROP WATER BACKFLOW & METER
PROP DRIVEWAY
PROP PARKWAY CULVERT
PROP MWS
EX FH
EX SL
EX CURB & GUTTER
EX PP
EX 30" RCP SD
EX SD CATCH BASIN
EX WALL TO REMAIN
PROP DIVERSION STRUCTURE
EX 36" RCP SD
EX 36" GAS
EX 12" SEWER
EX 2" GAS
EX 4" GAS
EX 8" AC WATER
PROTECT IN PLACE EX DU PULLBOX
PROP DRIVEWAY
EX SL TO BE RELOCATED
EX POWER POLE
PROTECT IN PLACE EX PLANTING ESMT TO BE MODIFIED
REMOVE EX DRIVEWAY. RECONSTRUCT CURB & GUTTER, AND SIDEWALK
EX TRANSFORMER TO BE REMOVED
EX PARKING LOT (NOT A PART)
PROP SEWER MANHOLE
PROP MH
PROP 6" CURB
PROP 12" CURB
PROP 0" CURB
PROP 3' CURB
PROP 2.3' CURB
PROP 3.2' CURB
PROP 9" CURB
PROP 15" CURB
PROP 10' SETBACK
PROP 12' SETBACK
PROP 14.5' SETBACK
PROP 16.8' SETBACK
PROP 19' SETBACK
PROP 10' SETBACK
PROP 15' SETBACK
PROP 9' SETBACK
PROP 10' SETBACK
PROP 26' R/W
PROP 30' R/W
PROP 19' R/W
PROP 9' R/W
PROP 12' R/W
PROP 15' R/W
PROP 10' R/W
PROP 10' PL
PROP 16' PL
PROP 19' PL
PROP 26' PL
PROP 30' PL
PROP 9' PL
PROP 12' PL
PROP 15' PL
PROP 10' PL
PROP 26' FW
PROP 30' FW
PROP 19' FW
PROP 9' FW
PROP 12' FW
PROP 15' FW
PROP 10' FW
PROP 26' SS
PROP 30' SS
PROP 19' SS
PROP 9' SS
PROP 12' SS
PROP 15' SS
PROP 10' SS
PROP 26' SD
PROP 30' SD
PROP 19' SD
PROP 9' SD
PROP 12' SD
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PROP 30' G
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PROP 15' G
PROP 10' G
PROP 26' 8DW
PROP 30' 8DW
PROP 19' 8DW
PROP 9' 8DW
PROP 12' 8DW
PROP 15' 8DW
PROP 10' 8DW
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PROP 26' STAIRS
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PROP 26' 28.3'
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PROP 12' 28.3'
PROP 15' 28.3'
PROP 10' 28.3'
PROP 26' 0.85'
PROP 30' 0.85'
PROP 19' 0.85'
PROP 9' 0.85'
PROP 12' 0.85'
PROP 15' 0.85'
PROP 10' 0.85'
PROP 26' 9@2=18'
PROP 30' 9@2=18'
PROP 19' 9@2=18'
PROP 9' 9@2=18'
PROP 12' 9@2=18'
PROP 15' 9@2=18'
PROP 10' 9@2=18'
PROP 26' 2@2=4'
PROP 30' 2@2=4'
PROP 19' 2@2=4'
PROP 9' 2@2=4'
PROP 12' 2@2=4'
PROP 15' 2@2=4'
PROP 10' 2@2=4



ABBREVIATIONS

APN	ACCESSOR PARCEL NUMBER
BW	BACK OF WALK
DU	DRY UTILITY
EX	EXISTING
GF	GARAGE FINISH FLOOR
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FINISHED HYDRANT
FL	FLOW LINE
FS	FINISHED SURFACE
PMB	PRIVATE MAILBOX
PP	POWER POLE
PROP	PROPOSED
R	RISE
TC	TOP OF CURB
TG	TOP OF GRATE
SL	STREET LIGHT

LEGEND

- CENTERLINE
- R/W
- LOT LINE
- PROPERTY LINE
- CITY LIMIT

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PLACENTIA, CA

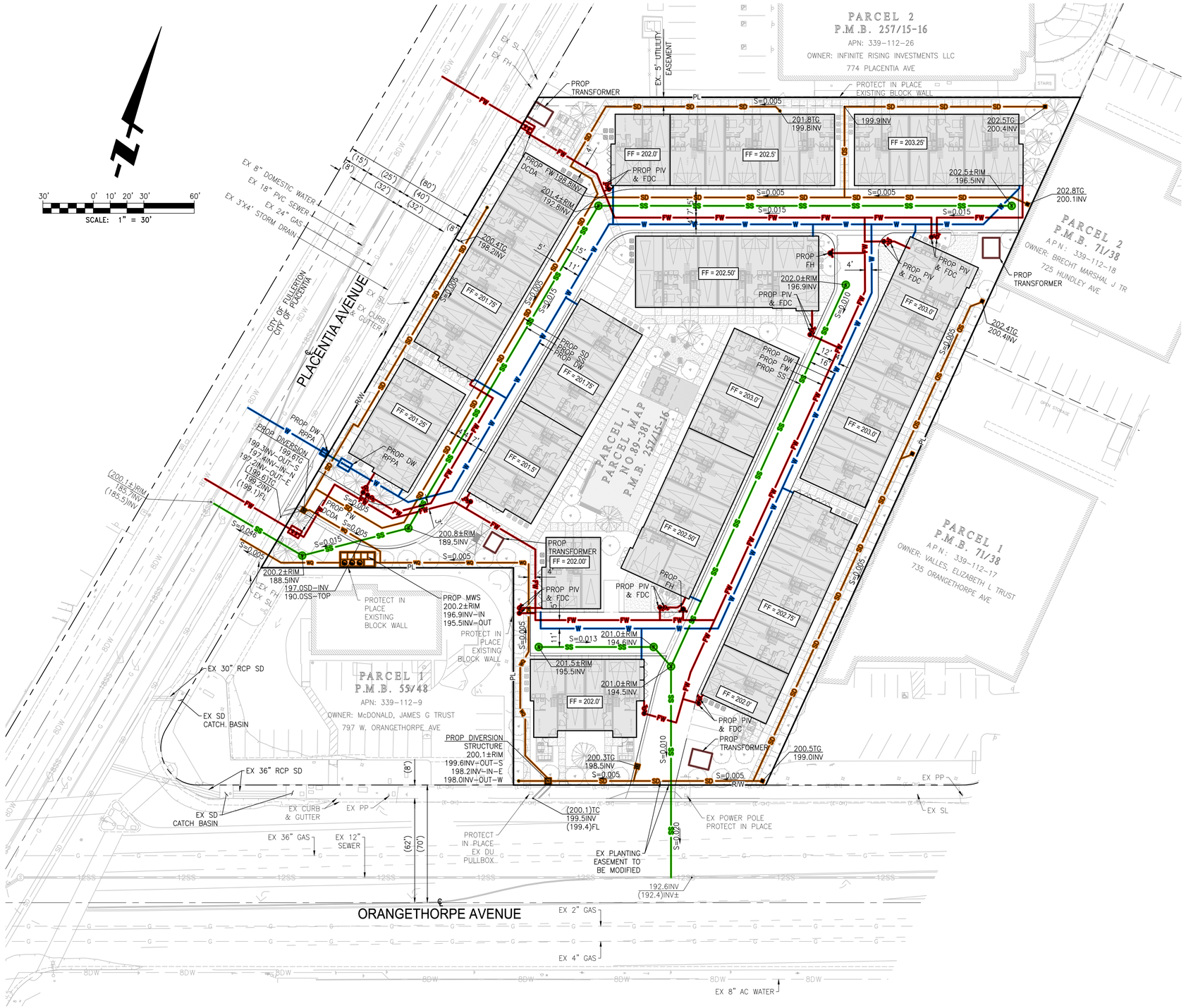
CONCEPTURAL GRADING PLAN

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Date 2/18/26

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ABBREVIATIONS

APN	ACCESSOR PARCEL NUMBER
EX	EXISTING
FF	FINISHED FLOOR
FH	FINISHED HYDRANT
FL	FLOW LINE
FS	FINISHED SURFACE
INV	INVERT
MWS	MODULAR WETLAND SYSTEM
PMB	PRIVATE MAILBOX
PP	POWER POLE
PROP	PROPOSED
TC	TOP OF CURB
TG	TOP OF GRATE
SL	STREET LIGHT
SD	STORM DRAIN
SS	SANITARY SEWER

LEGEND

- CENTERLINE
- R/W
- LOT LINE
- PROPERTY LINE
- CITY LIMIT
- SD — PROP STORM DRAIN
- SS — PROP SEWER
- W — PROP DOMESTIC WATER
- FW — PROP FIRE WATER

ORANGETHORPE & PLACENTIA

PLACENTIA, CA

CONCEPTUAL UTILITY PLAN

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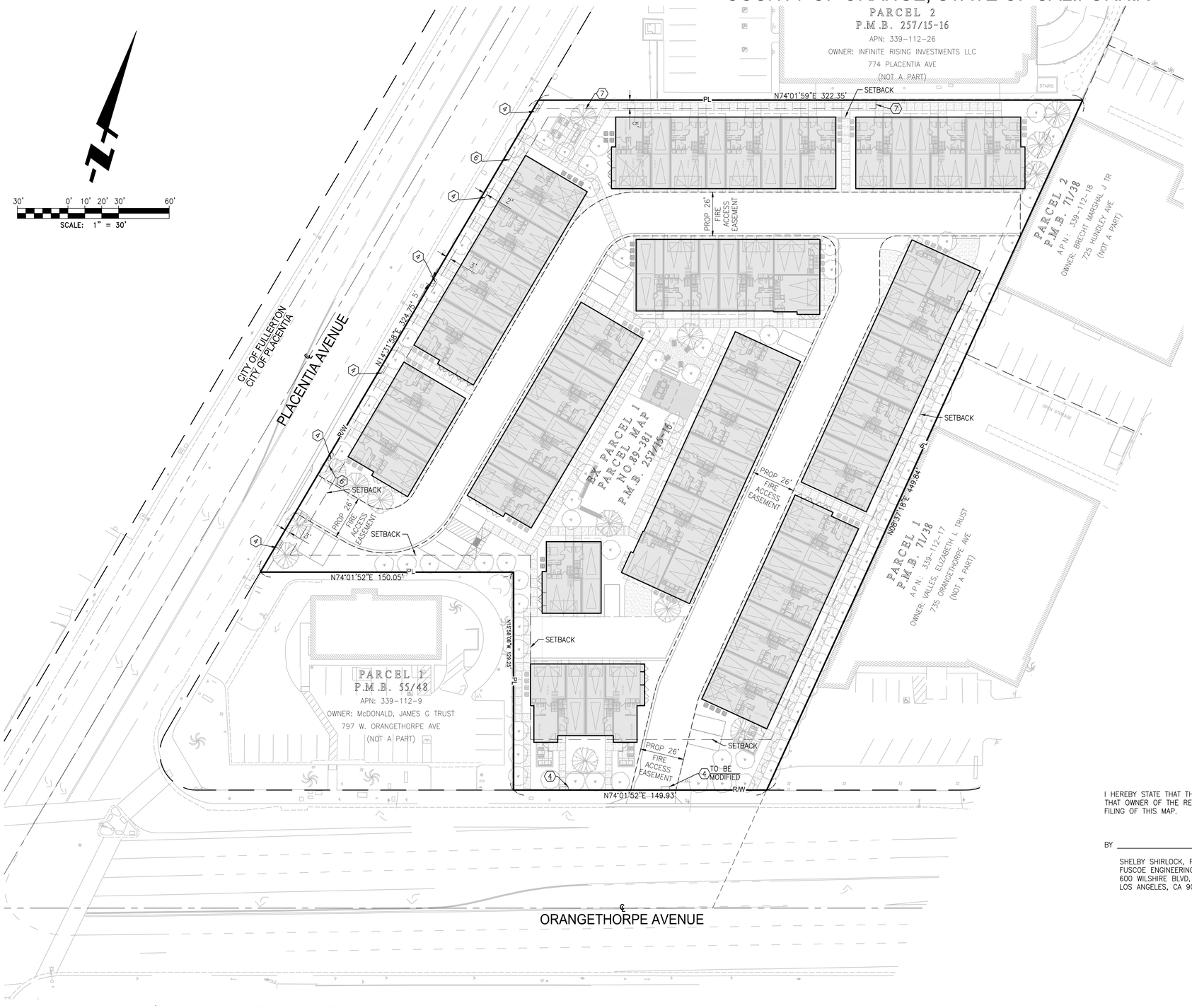
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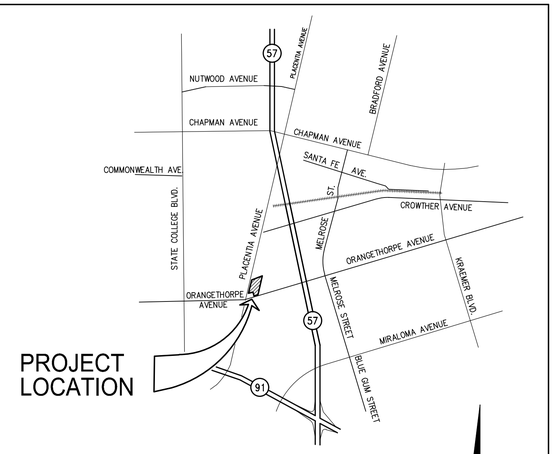
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VESTING TENTATIVE TRACT MAP NO. 19467

COUNTY OF ORANGE, STATE OF CALIFORNIA





VICINITY MAP

NOT TO SCALE

LEGAL DESCCRIPTION

PARCEL 1, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 257, PAGES 15 AND 16 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOT SUMMARY

EXISTING (PARCEL MAP BOOK 257/15-16)
PARCEL 1 118,541 SF/2.72 AC

PROPOSED (VTTM XXXX)
LOT 1 118,541/2.72 AC

TITLE EXCEPTIONS

(4) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: THE CITY OF PLACENTIA
PURPOSE: TREE PLANTING AND TREE MAINTENANCE
RECORDING DATE: OCTOBER 26, 1972
RECORDING NO: IN BOOK 10394, PAGE 627 OF OFFICIAL RECORDS

(6) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: THE CITY OF PLACENTIA
PURPOSE: PUBLIC STREET AND ROAD PURPOSES, PUBLIC UTILITIES, WIRES, CABLES, CONDUITS, STORM SEWERS, SANITARY SEWERS AND WATER PIPE LINES (FOR ANY PURPOSES, POTABLE OR NON-POTABLE, DOMESTIC OR AGRICULTURAL), A RIGHT-OF-WAY AND EASEMENT
RECORDING DATE: OCTOBER 25, 1990
RECORDING NO: AS INSTRUMENT NO. 90-568234 OF OFFICIAL RECORDS

(7) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:

PURPOSE: UNDERGROUND AND UTILITY PURPOSES
RECORDING DATE: MAY 26, 1992
RECORDING NO: AS INSTRUMENT NO. 92-349909 OF OFFICIAL RECORDS

BASIS OF BEARINGS

BEARINGS HEREON ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS-83) ZONE VI, 2017.50 EPOCH, AS DERIVED LOCALLY BY GPS CONTINUALLY OPERATING REFERENCE STATIONS BLSA AND CCCS AS PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER.

GRID COORDINATES:

BLSA	CCCS
N=2239164.3938	N=2261350.6705
E=6021324.8174	E=6071417.8093

GRID INVERSE BLSA-CCCS:
N66-06-40.90E 54786.3003 FEET

ALL DISTANCES WERE SCALED TO GROUND BY APPLYING THE COMPUTED COMBINATION FACTOR (CF) 0.9999921993

OWNERSHIP STATEMENT

I/WE BEING THE OWNER OF RECORD OR AUTHORITY AGENT FOR THE OWNER OF RECORD OF THE PROPERTY IDENTIFIED HEREON, CONSENT TO THE FILING OF THIS TENTATIVE TRACT MAP.

BY _____

I HEREBY STATE THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION AND THAT OWNER OF THE RECORD HAS KNOWLEDGE OF AND CONSENTS TO THE FILING OF THIS MAP.

BY _____ DATE _____

SHELBY SHIRLOCK, P.E. RCE NO. C75912
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600 WILSHIRE BLVD, SUITE 1470
LOS ANGELES, CA 90017

ORANGETHORPE & PLACENTIA

PLACENTIA, CA

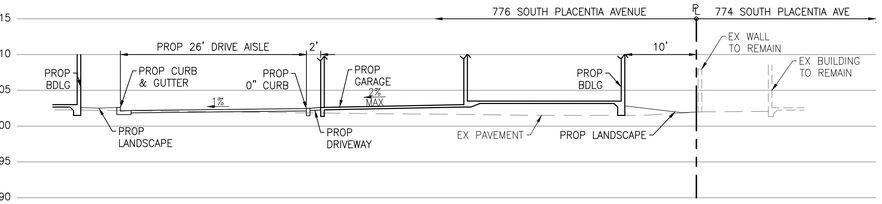
TENTATIVE TRACT MAP

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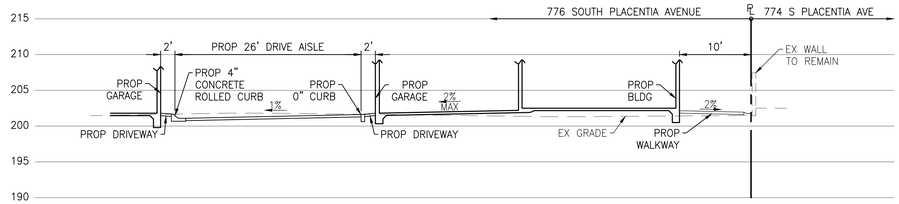
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Date 2/18/26

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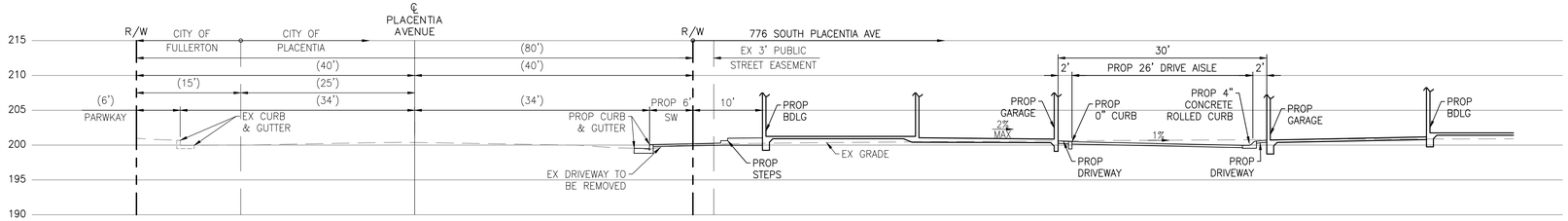
SECTION A-A (A / C.5)

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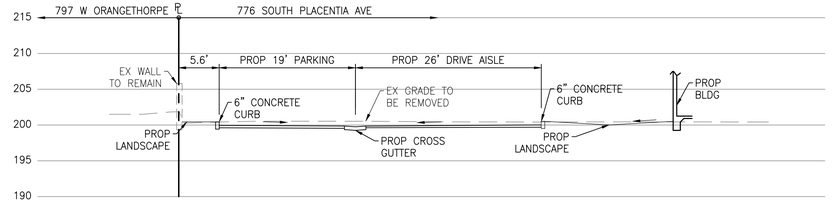
SECTION B-B (B / C.5)

SCALE: 1" = 10'



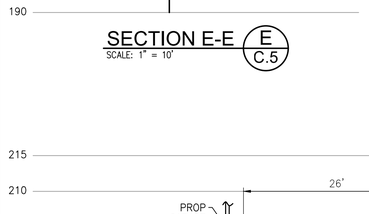
SECTION C-C (C / C.5)

SCALE: 1" = 10'



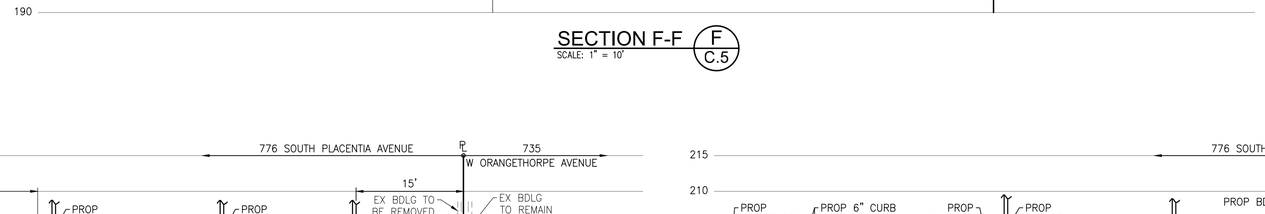
SECTION D-D (D / C.5)

SCALE: 1" = 10'



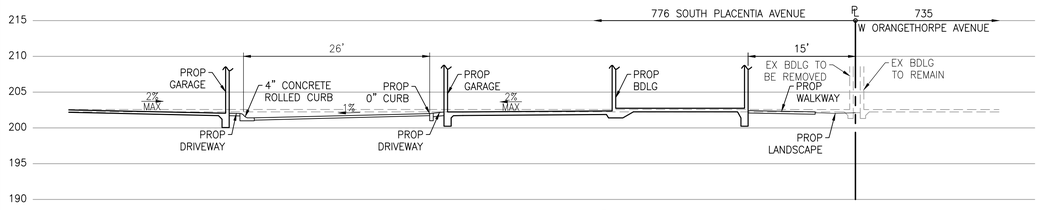
SECTION E-E (E / C.5)

SCALE: 1" = 10'



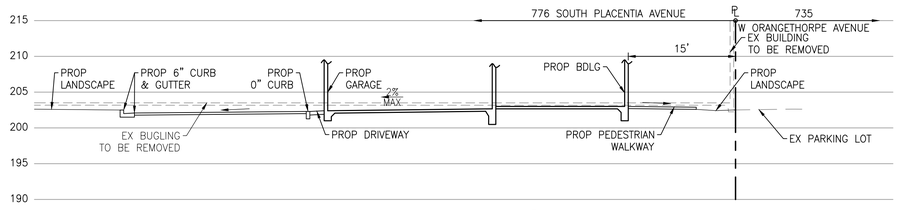
SECTION F-F (F / C.5)

SCALE: 1" = 10'



SECTION G-G (G / C.5)

SCALE: 1" = 10'



SECTION H-H (H / C.5)

SCALE: 1" = 10'

10' 0' 5' 10'

SCALE: 1" = 10'

ORANGETHORPE & PLACENTIA

PLACENTIA, CA

CROSS SECTIONS

FUSCOE ENGINEERING
600 Wilshire Blvd, Suite 1470
Los Angeles, Ca 90017
213.988.8802
fuscoe.com

C.5

Scale	AS SHOWN
Job No.	1404-007
Date	2/18/26

P:\PROJECTS\1404\007\PLANS\SUBELEMENTS\CONCEPTUAL GRADING PLANS\1404-007-CGRDSUBE (02-18-2026 3:45:41 PM) Plotted by: jdm



PLAZA
- low wall
- lounge seating
- shade trees

NEIGHBORHOOD ENTRY

TRANSFORMER

PASEO
- walkway to front doors
- enhanced landscape
- screen trees

CENTRAL GREEN
- see sheet L.2

PLAZAS
- live-work patios
- low wall
- accent trees


THE LOUNGE
• seating
• decomposed granite
• multi-trunk accent tree
DINING TERRACE
• shade trellis
• built-in bbq counter
• accent paving
• dining tables
• accent planting
THE LAWN
• open turf
• accent trees
• built-in benches

PROPOSED TREE PALETTE:

ALL PLANTS ARE CAL-IPC NON-INVASIVE and WUCOLS MEDIUM/LOW WATER CONSUMPTIVE (REGION 3 - SOUTH COASTAL) VARIETIES FOR THEIR PROPOSED GROWING CONDITIONS.
THESE PLANTS ARE WATER CONSERVING and USED FOR THEIR DEEP ROOT SYSTEMS WHICH STABILIZES SOIL and MINIMIZES EROSION IMPACTS.

BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
TREES:			
ACACIA PURPUREA	PURPLE ACACIA Standard	24" BOX	LOW
AGONIS FLEXUOSA	PEPPERMINT WILLOW Standard	36" BOX	LOW
ARBUTUS x MARINA	HYBRID STRAWBERRY Multi-Trunk	24" BOX	MEDIUM
ARCHONTOPHOENIX CUNNINGHAMIANA	KING PALM Multi-Trunk	36" BOX	MEDIUM
CINNAMOMUM CAMPHORA	CAMPHOR TREE Standard	36" BOX	MEDIUM
JACARANDA ACUTIFOLIA	JACARANDA	36" BOX	MEDIUM
MAGNOLIA G. 'LITTLE GEM'	MAGNOLIA Low Branch	24" BOX	MEDIUM
MELALEUCA QUINQUENERVIA	CAJEPUT TREE Multi-Trunk	24" BOX	MEDIUM
METROSIDEROS EXCELSA	NZ CHRISTMAS TREE Standard	24" BOX	MEDIUM
OLEA 'SWAN HILL'	FRUITLESS OLIVE Multi-Trunk	36" BOX	MEDIUM
PHOENIX DACTYLIFERA 'MEDJOOL'	DATE PALM	32' BTH	MEDIUM
PINUS CANARIENSIS	CANARY ISLAND PINE	24" BOX	LOW
PINUS ELDARICA	AFGHAN PINE Low Branching	24" BOX	LOW
PINUS TORREYANA	TORREY PINE Low Branching	24" BOX	LOW
PLATANUS MEXICANA	MEXICAN SYCAMORE	24" BOX	LOW
QUERCUS AGRIFOLIA	COAST LIVE OAK Standard	36" BOX	LOW
QUERCUS VIRGINIANA	SOUTHERN LIVE OAK Standard	36" BOX	MEDIUM
RHUS LANCEA	AFRICAN SUMAC Standard	24" BOX	LOW
TRISTANIA CONFERTA	BRISBANE BOX Low Branching	24" BOX	MEDIUM
WASHINGTONIA FILIFERA 'HYBRID'	CALIFORNIA FAN PALM	18' BTH	LOW
ACCENT:			
ALOE BAINSEII	TREE ALOW	24" BOX	LOW
BRAHEA ARMATA	MEXICAN BLUE PALM	24" BOX	LOW
CERCIDIUM X 'DESERT MUSEUM'	HYBRID PALO VERDE	24" BOX	LOW
DRACAENA DRACO	DRAGON TREE	36" BOX	LOW
CERCIS CANADENSIS 'FOREST PANSY'	RED BUD Standard	36" BOX	MEDIUM
PODOCARPUS 'ICEE BLUE'	LONG-LEAFED YELLOWOOD	24" BOX	MEDIUM
STREET TREES:			
NO STREET TREES PROPOSED			

PROPOSED SHRUB PALETTE:

BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
SHRUBS:			
IRRIGATION HYDROZONE 1: LOW WATER CONSERVING PLANTING AREA:			
ECHEVERIA GLAUCA	HENS & CHICKS	1 GAL	LOW
ECHEVERIA PEACOCKII	PEACOCK ECHEVERIA	5 GAL	LOW
AEONIUM ARBOREUM 'SCHWARZKOPF'	AEONIUM	5 GAL	LOW
AGAVE AMERICANA	CENTURY PLANT	15 GAL	LOW
ALOE STRIATA	CORAL ALOE	5 GAL	LOW
DASYLIRION WHEELERI	DESERT SPOON	15 GAL	LOW
HESPERALOE PARVIFLORA	RED YUCCA	5 GAL	VERY LOW
HETEROMELES ARBUTIFOLIA	TOYON	15 GAL	LOW
KALANCHOE BEHARENSIS	FELT PLANT	15 GAL	LOW
MUHLENBURGIA CAPILLARIS	PINK MUHLY	5 GAL	LOW
SENECIO MANDRALISCAE	SENECIO	1 GAL	LOW
WESTRINGIA FLORIBUNDA	COAST ROSEMARY	5 GAL	LOW
IRRIGATION HYDROZONE 2: MEDIUM / LOW TRANSITION PLANTING AREAS:			
AEONIUM 'URBICUM' 'SALAD BOWL'	AEONIUM	5 GAL	LOW
ALOE BAINSII	TREE ALOE	24" BOX	LOW
ALOE STRIATA	CORAL ALOE	5 GAL	LOW
ARBUTUS 'COMPACTA'	DWARF STRAWBERRY	5 GAL	LOW
BOUGAINVILLEA ROSENKA	SHRUB BOUGAINVILLEA	5 GAL.	LOW
CALLISTEMON 'LITTLE JOHN'	DWARF CALLISTEMON	5 GAL	LOW
CAREX DIVULSA	BERKELEY SEDGE	5 GAL.	MEDIUM
CHONDROPETALUYM 'ELEPHANTINUM'	LARGE CAPE RUSH	5 GAL.	LOW
DIANELLA REVOLUTA	LITTLE REV	5 GAL	LOW
DRACAENA DRACO	DRAGON TREE	24" BOX	LOW
FESTUCA MAIREI	ATLAS FESCUE	1 GAL	LOW
FESTUCA OVINA GLAUCA	BLUE FESCUE	5 GAL	LOW
LOMANDRA LONGIFOLIA 'BREEZE'	SPINY-HEADED MAT RUSH	5 GAL.	MEDIUM
ROSMARINUS PROSTRATUS	DWARF ROSEMARY	5 GAL.	LOW
SALVIA CLEVELANDII	CA BLUE SAGE	5 GAL	LOW
TEUCRIUM CHAMAEDRYS	GERMANDER	5 GAL	LOW
IRRIGATION HYDROZONE 3: MEDIUM / LOW ENHANCED SHRUBS:			
AGAVE ATTENUATA 'NOVA'	FOXTAIL AGAVE	15 GAL.	LOW
ALYOGYNE HUEGELII	BLUE HIBISCUS	15 GAL	LOW
ASPARAGUS DENSIPLORUS 'MYERSII'	MYER ASPARAGUS	5 GAL.	LOW
BOUGAINVILLEA 'LA JOLLA'	BOUGAINVILLEA	5 GAL.	MEDIUM
CARISSA M. 'HORIZONTALIS'	NATAL PLUM	5 GAL.	MEDIUM
CRASSULA OVATA	JADE PLANT	15 GAL.	LOW
FURCRACEA FOETIDA 'MEDIOPICTA'	MAURITIUS HEMP	15 GAL.	LOW
PHORMIUM HYBRIDS	NEW ZEALAND FLAX	5 GAL.	LOW
PITTOSPORUM C. 'COMPACTUM'	PITTOSPORUM	5 GAL.	MEDIUM
PITTOSPORUM T. 'GOLF BALL'	'GOLF BALL' KOHUHU	5 GAL.	MEDIUM
PRUNUS ILICIFOLIA SPP. LYONII	CATALINA CHERRY	24" BOX	VERY LOW

ORGANIC MULCHES:

3" THICK SHREDDED BARK MULCH
(SHRUB AREAS - ALL HYDROZONES)

LIMITED USE AREA (Line of Sight) NOTE:

ALL TREE BRANCHES TO BE TRIMMED TO 8' HIGH ABOVE FINISH GRADE.
ALL SHRUBS WITHIN LIMITED USE AREA TO BE MAINTAINED AT 24" HIGH MAXIMUM.

WATER EFFICIENT LANDSCAPING NOTE:

THE FOLLOWING MEASURES WILL BE INCORPORATED INTO THE PROJECT TO CONSERVE WATER:

1. THE IRRIGATION SYSTEM SHALL MEET THE REQUIREMENTS OF THE CITY OF PLACENTIA LANDSCAPE GUIDELINES FOR WATER EFFICIENT LANDSCAPES.
2. THE ESTIMATED APPLIED WATER USE ALLOWED FOR THE LANDSCAPE AREA SHALL NOT EXCEED THE MAWA CALCULATION.



IRRIGATION HYDROZONES:

	HYDRO-ZONE 1 - NORTH/EAST FACING - 7,622 S.F. IRRIGATION TECHNIQUE TREES - BUBBLERS SHRUBS - SUB SURFACE DRIP IRRIGATION
	HYDRO-ZONE 2 - SOUTH/WEST FACING - 13,220 S.F. IRRIGATION TECHNIQUE TREES - BUBBLERS SHRUBS - SUB SURFACE DRIP IRRIGATION
	HYDRO-ZONE 3 - COURTYARD NORTH/EAST - 664 S.F. IRRIGATION TECHNIQUE TREES - BUBBLERS SHRUBS - SUB SURFACE DRIP IRRIGATION
	HYDRO-ZONE 4 - COURTYARD SOUTH/WEST - 726 S.F. IRRIGATION TECHNIQUE TREES - BUBBLERS SHRUBS - SUB SURFACE DRIP IRRIGATION
	TOTAL LANDSCAPE AREA: 22,232 S.F.

RAIN BIRD

California Water Efficient Landscape Worksheet

Reference Evapotranspiration (ET_o)		49.7	Project Type		Residential		0.55
Hydrozone # / Planting Description[A]	Plant Factor (PF)	Irrigation Method[B]	Irrigation Efficiency (IE)[C]	ETAF (PF/IE)	Landscape Area (Sq. Ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[D]
Regular Landscape Areas							
Hydrozone 1 - North/East Facing	0.4	Drip	0.81	0.49	5400	2667	82171
Hydrozone 2 - South/West Facing	0.4	Drip	0.81	0.49	9125	4506	138853
Hydrozone 3 - Courtyard North/East	0.3	Drip	0.81	0.37	1792	664	20451
Hydrozone 4 - Courtyard South/West	0.3	Drip	0.81	0.37	1850	685	21113
				Totals	18167	8522	262589
						ETWU Total	262589
						Maximum Allowed Water Allowance (MAWA)[E]	307889

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	8522
Total Area	18167
Average ETAF	0.47

All Landscape Areas

Total ETAF x Area	8522
Total Area	18167
Average ETAF	0.47

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

IRRIGATION EQUIPMENT SCHEDULE:

IRRIGATION UTILITIES

LM	*WATER METER*	1.5" DEDICATED LANDSCAPE WATER METER . SEE CIVIL ENGINEER PLANS.
	FEBCO 825Y	1.5" BACKFLOW PREVENTION UNIT - TO BE LOCATED IN UTILITY ROOM. FINAL LOCATION TO BE COORDINATED WITH OWNERS REPRESENTATIVE.
	WILKINS KING BROS.	GATE VALVE - BLOCKED TRUE UNION PVC - 2" & SMALLER
	HUNTER	HQ33-LRC $\frac{3}{4}$" QUICK COUPLER VALVE with LOCKING RUBBER CAP. INSTALLED AT 75' o.c. MAX. SPACING THROUGHOUT THE SITE.
	HUNTER	PGV-ASV SERIES - PLASTIC INDUSTRIAL ELECTRIC REMOTE CONTROL VALVE with ACCU-SYNC ADJUSTABLE PRESSURE REGULATING DIAL - SIZE AS SHOWN ON PLAN.
MV	*RAINBIRD*	1" MASTER VALVE - PESB SERIES VALVE
FS	*DATA INDUSTRIAL*	1" IR-100 SERIES FLOW SENSOR

IRRIGATION CONTROLLER

A	*RAINBIRD*	ESP-LXM/F WALL MOUNT CONTROLLER with FLOW SENSING and RAINBIRD WEATHER SMART ET MANAGER and NECESSARY ACCESSORIES. WEATHER REACH SIGNAL PROVIDER 1-(877)-351-6588. ALLOW TWO EXTRA AVAILABLE STATIONS MIN. INCLUDING MASTER VALVE and FLOW STATION. INSTALL in POWDER COATED LOCKING METAL CABINET: LXMM.
NO SYMBOL	*RAINBIRD*	WR2-RC WIRELESS RAIN SENSOR. INSTALL per MANUFACTURER'S SPECIFICATIONS.
E	*POWER for CONTROLLER*	120 VOLT ELECTRICAL PROVIDED BY ELECTRICIAN, FIELD VERIFY ACTUAL LOCATION.

SUB-SURFACE IRRIGATION

HUNTER	ICZ-FS-101/151-AS-ADJ REMOTE CONTROL DRIP ZONE KIT with FILTER and ACCU-SENSE ADJUSTABLE PRESSURE REGULATOR. (INSTALL WITHOUT FLOW CONTROL AT LOW FLOW CONDITIONS.)
HUNTER	PLD-ESD-06-12 SUB-SURFACE DRIPLINE TUBING 0.6 GPH EMITTERS at 12" ON CENTER SPACING- ALL TUBING SHALL BE INSTALLED 4" MINIMUM BELOW FINISHED SOIL GRADE W/ 9" WIRE STAKES FIVE (4) FEET ON CENTER; VERIFY THE LAYOUT and 12" ON CENTER SPACING IN THE FIELD PRIOR TO STARTING WORK. INSTALL SUB-SURFACE DRIP IRRIGATION SYSTEM per MANUFACTURER'S SPECIFICATIONS. USE HUNTER FITTINGS FOR CONNECTION BETWEEN PVC LATERAL LINES AND DRIPPERLINE TUBING. WITH 17MM INSERT FITTINGS, IT IS RECOMMENDED THAT STAINLESS STEEL CLAMPS BE INSTALLED ON EACH FITTING.
HUNTER	DRIPLINE AUTOMATIC LINE FLUSH VALVE . - PROVIDE SCH 40 OR SCH 80 SOLVENT-WELD BALL VALVE FOR FLUSH OFF OF PCV EXHAUST MANIFOLD PIPE(SIZE PER PLAN). INSTALL FLUSH VALVE INSIDE 6" ROUND VALVE BOX, ONE AT THE END OF ANY TECHLINE CV LATERAL or PVC EXHAUST HEADER. INSTALL MINIMUM OF ONE FLUSH VALVE PER MAXIMUM OF 800' OF TUBING. MULTIPLE FLUSH VALVES MAY BE REQUIRED WITHIN TECHLINE-CV LAYOUT. ALWAYS INSTALL VALVES IN OPPOSITE DIRECTIONS OF THE PVC/DRIP CONNECTION MANIFOLD.
HUNTER	PLD-ARV-100 AIR/VACUUM RELIEF VALVE INSTALLED with COMBINATION TEE AND A 3/4" x 1/2" REDUCER BUSHING. INSTALL AIR RELIEF ASSEMBLY INSIDE A 6" ROUND VALVE BOX AT THE HIGH POINT OF EACH PLANTER, MIN. 1 ARV PER 500' OF DISTRIBUTION TUBING. USING AIR RELIEF LATERAL, CONNECT AIR RELIEF VALVE TO ALL DRIPPERLINE LATERALS WITHIN THE ELEVATED AREA.
AS APPROVED	NON-PRESSURE LATERAL SCH. 40 SUPPLY LATERAL with NECESSARY FITTINGS. NOTE EXHAUST LATERALS NOT SHOWN. DRIPPERILINE LAYOUT NOTE: NOT ALL SUPPLY/EXHAUST LATERALS SHOWN ON PLAN for GRAPHIC CLARITY - INSTALL LATERALS per *MANUFACTURER'S* SPECIFICATIONS and RECOMMENDATIONS TO AVOID LOW PRESSURE THROUGH DRIPPERLINE and CONNECTIONS.
HUNTER	**TREE DRIPPER RING:** PLD-10-12 SUB-SURFACE DRIPLINE TUBING 1.0 GPH EMITTERS at 8" ON CENTER CONCENTRIC RING SPACING- ALL TUBING SHALL BE INSTALLED 4" MINIMUM BELOW FINISHED SOIL GRADE W/ 9" WIRE STAKES FIVE (5) FEET ON CENTER; VERIFY THE LAYOUT AND 12" ON CENTER SPACING IN THE FIELD PRIOR TO STARTING WORK. SEE DETAIL.

IRRIGATION PIPING

AS APPROVED	NON-PRESSURE LATERAL SCH. 40 FOR SIZES 3/4" - 2" W/ PVC SCH. 40 FITTINGS - BURY MIN. 12" BELOW GRADE (SIZE AS NOTED ON PLAN).
AS APPROVED	1 $\frac{1}{4}$" PRESSURE MAINLINE SCH. 40 PVC, IN PLANTER AREA FOR SIZES 3/4" - 1 1/2", - BURY MIN. 18" BELOW GRADE (SIZE AS NOTED ON PLAN).
AS APPROVED	PVC PIPE SCH. 40 SLEEVING, TWICE THE DIAMETER OF PIPE OR WIRE BUNDLE CARRIED - EXTEND 12" BEYOND EDGE OF PAVING & PLACE BELOW ALL PAVING, HARDSCAPE, ETC., AND AS DIRECTED BY OWNER'S AUTHORIZED REPRESENTATIVE.

IRRIGATION MISCELLANEOUS EQUIPMENT

NO SYMBOL	*AS APPROVED*	IRRIGATION CONTROL WIRE #14UF AWG DIRECT BURIAL (U.L. APPROVED)
NO SYMBOL	*SPEARS*	DS-400 PRE-FILLED WIRE CONNECTORS FOR USE ON ALL WIRE CONNECTIONS
NO SYMBOL	*3M*	DBY DIRECT BURIAL WATER-PROOF WIRE CONNECTORS FOR USE ON ALL WIRE CONNECTIONS



LIGHTING CONCEPT:

THE OUTDOOR LIGHTING CONCEPT IS TO PROVIDE LEVELS OF LIGHTING SUFFICIENT TO MEET SAFETY AND ORIENTATION NEEDS.

WITHIN PUBLIC AREAS LIGHTING WILL BE WARM COLORED AND UNOBTRUSIVE. LIGHT SOURCES WILL BE TUNGSTEN OR METAL HALIDE.

LIGHTING SOURCES FOR THE LANDSCAPE AND PAVED AREAS WILL BE CONCEALED AND THE LIGHTING INDIRECT NOT VISIBLE FROM A PUBLIC VIEWPOINT. LIGHT SOURCES SHOULD BE DIRECTED SO THAT IT DOES NOT FALL OUTSIDE THE AREA TO BE LIGHTED.

ALL EXTERIOR SURFACE AND ABOVE-GROUND MOUNTED FIXTURES WILL BE SYMPATHETIC AND COMPLIMENTARY TO THE ARCHITECTURAL THEME.

EXTERIOR LIGHTING LEGEND

SYMBOL	TYPE/TECHNIQUE:	LOCATION:
	12' HT THEME POLE	PEDESTRIAN WALKWAYS/ENTRY DRIVE FIXTURE WILL NOT PRODUCE OFF-SITE GLARE
	12' HT POLE	COURTYARDS
	STREET LIGHT	STREETSCAPE STREET LIGHTS PER CITY STANDARDS AND APPROVED PLAN, AS NEEDED PER THE CITY STANDARDS AND THE APPROVED STREET IMPROVEMENT PLANS
	42" HT LIGHT BOLLARD	PEDESTRIAN WALKWAYS
	BUILDING MOUNTED SCONCE	TO BE SELECTED BY ARCHITECT
	CEILING LIGHT	METAL TRELLIS STRUCTURES / ARCHITECTURE. FIXTURE WILL NOT PRODUCE OFF-SITE GLARE

Placentia Planning Commission

AGENDA STAFF REPORT

TO: PLANNING COMMISSION

FROM: JOSEPH M. LAMBERT, DEVELOPMENT SERVICES DIRECTOR

DATE: MARCH 10, 2026

SUBJECT: **DEVELOPMENT PLAN REVIEW NO. DPR 2025-03 AND VESTING TENTATIVE TRACT MAP NO. 19467 ALLOWING THE PROPOSED DEVELOPMENT OF 11 THREE-STORY, TOWNHOME-STYLE BUILDINGS CONSISTING OF 75 RESIDENTIAL CONDOMINIUM UNITS, INCLUDING FIVE LIVE-WORK UNITS, ON A PREVIOUSLY DEVELOPED 2.72-ACRE SITE, LOCATED AT 777 W. ORANGETHORPE AVENUE AND 776 S. PLACENTIA AVENUE (APN 339-112-27)**

RECOMMENDATION

It is recommended that the Planning Commission take the following actions:

1) Open Public Hearing, concerning Development Plan Review No. DPR 2025-03 and Vesting Tentative Tract Map No. 19467; and

2) Receive the Staff Report and consider all Public Testimony; and

3) Close the Public Hearing; and

4) Adopt Resolution No. PC-2026-04, a Resolution of the Planning Commission of the City of Placentia, California, adopting the California Environmental Quality Act ("CEQA") statutory exemption, California Public Resources Code § 21080.66 (AB 130 – Infill Housing Development Projects), and adopting DPR 2025-03 for development of 11 three-story, townhome style buildings consisting of 75 residential condominium units, including five live-work units, on a 2.72-acre previously developed site, on property located at 776 S. Placentia Avenue and 777 W. Orangethorpe Avenue (APN 339-112-27) ; and,

5) Adopt Resolution No. PC-2026-05, a Resolution of the Planning Commission of the City of Placentia, California, recommending to the City Council of the City of Placentia, California, adoption of the California Environmental Quality Act ("CEQA") statutory exemption, California Public Resources Code § 21080.66 (AB 130 – Infill Housing Development Projects), and recommending approval of VTTM 19467 for the subdivision of the subject property for the purpose of

creating 75 residential condominium units on a 2.72-acre previously developed site, on property located at 776 S. Placentia Avenue and 777 W. Orangethorpe Avenue (APN 339-112-27).

STRATEGIC PLAN STATEMENT

This item is consistent with the City Council's adopted Strategic Goals, particularly Goal 1 (Fiscal Sustainability), Goal 3 (Infrastructure, Facilities & Public Spaces), and Goal 4 (Economic Development).

The proposed redevelopment of a long-vacant automobile dealership site with new residential townhome and live-work units represents reinvestment in an underutilized commercial corridor property. The project introduces new housing opportunities, private capital improvements, and long-term property value stabilization along the Placentia Avenue and Orangethorpe Avenue intersection. Redevelopment of the site will generate ongoing property tax revenue, increase assessed valuation and contribute to the City's overall fiscal stability.

Additionally, the project replaces an aging, vacant commercial structure with new residential buildings, landscaped open space, pedestrian paseos, and enhanced site improvements. These physical upgrades support the City's broader objective of maintaining attractive, well-appointed development along major corridors.

The inclusion of live-work condominium units oriented toward Orangethorpe Avenue further contributes to corridor activation and supports small-scale entrepreneurial activity, aligning with the City's goal of fostering a vibrant and economically active community.

PROJECT DESCRIPTION

On December 4, 2025, Gilad Ganish, on behalf of Orangethorpe Investment Partners, LLC, submitted applications for a Development Plan Review (DPR) and Vesting Tentative Tract Map (VTTM) for the redevelopment of the previously improved 2.72-acre site located near the northeast corner of S. Placentia Avenue and W. Orangethorpe Avenue. The project site is currently developed with a vacant automobile dealership building and associated surface parking areas formerly occupied by Premier Chrysler Jeep.

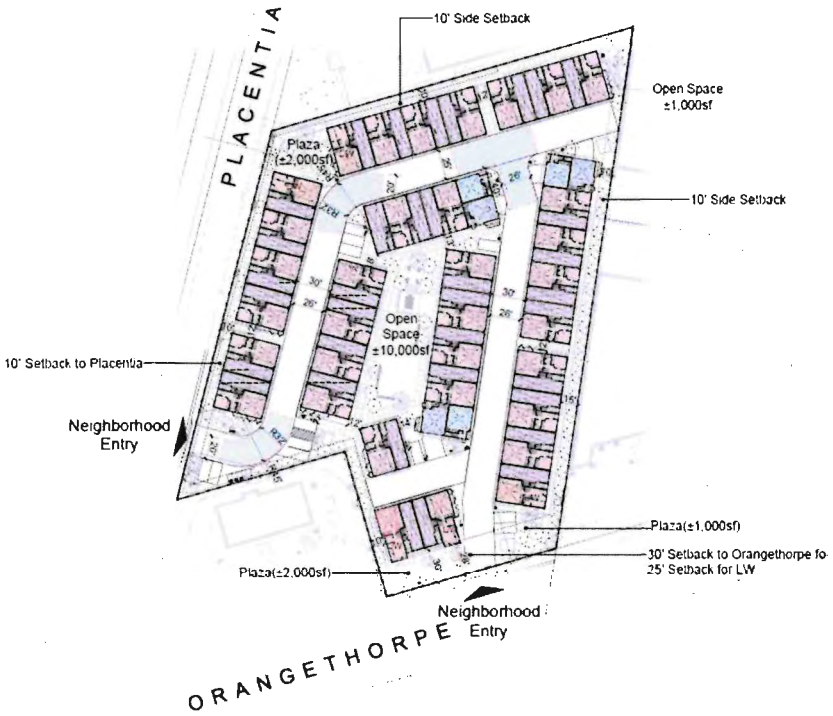
The proposed project involves demolition of the existing structures and redevelopment of the site with a residential townhome condominium project consisting of eleven (11) three-story buildings containing a total of seventy-five (75) dwelling units, including five (5) live-work units. The units include a mix of two-bedroom and three-bedroom floor plans ranging in size from approximately 1,207 square feet to 1,666 square feet. The live-work units are oriented along S. Placentia Avenue and W. Orangethorpe Avenue and are designed with ground-floor workspaces and upper-level residential living areas.

The buildings are proposed at a maximum height of approximately 40 feet and feature contemporary architectural styling incorporating varied rooflines, vertical and horizontal siding elements, stucco finishes, articulated façades, recessed entries, and enhanced

material detailing. Individual units include private garages accessed from internal drive aisles.

The project proposes a total of 162 onsite parking spaces, consisting of 150 enclosed garage spaces and 12 open guest parking spaces. Vehicular access to the site is provided via two neighborhood entry driveways: one from S. Placentia Avenue and one from W. Orangethorpe Avenue. Internal private drive aisles circulate throughout the development and provide access to individual garages and guest parking areas.

Common open space is centrally organized around a landscaped courtyard area referred to as the "Central Green." This area includes open turf, built-in seating elements, dining areas, shade structures, decomposed granite walkways, and accent landscaping. Additional landscaped paseos connect building entrances to the internal circulation system and perimeter sidewalks. Plaza areas are incorporated adjacent to the live-work units along both S. Placentia Avenue and W. Orangethorpe Avenue at neighborhood entry points.



The project provides approximately 16,000 square feet of common open space and additional private open space areas associated with individual units. Landscaping throughout the site includes a mix of canopy trees, accent trees, shrubs, and drought-tolerant planting areas distributed along the perimeter, internal drive aisles, paseos, and courtyard spaces.

Conceptual grading, utility, and fire access plans have been prepared for the project. Proposed improvements include internal drive aisles, fire access lanes, pedestrian

walkways, landscaping areas, and utility connections to existing infrastructure within S. Placentia Avenue and W. Orangethorpe Avenue.

Background

The subject property, located near the northeast corner of S. Placentia Avenue and W. Orangethorpe Avenue, was formerly occupied by Premier Chrysler Jeep (PCJ), which vacated the site on May 31, 2018. The site has remained vacant since that time.

On July 23, 2019, the City Council approved amendments to Specific Plan No. 5 modifying development standards and permitted uses applicable to the property including expanding where hospitality uses are permitted and height limitations subsequent to Planning Commission's recommendation of approval.

On September 3, 2024, the City Council approved a mixed-use development project consisting of a five-story, 248-unit residential building with ground-floor commercial space and a six-level parking structure. This entitlement included a Specific Plan Amendment and General Plan Amendment to introduce residential mixed-use on certain parcel(s). This City Council approval occurred after Planning Commission recommended denial.

Subsequently, Zoning Code Amendment No. 2024-01 was approved by City Council to modify the minimum residential density requirement for Parcel No. 9 within Specific Plan No. 5. The amendment reduced the minimum density from 65 dwelling units per acre to 15 dwelling units per acre while maintaining the previously approved maximum density range. This City Council approval occurred after Planning Commission recommended denial.

The applicant has now submitted revised applications for Development Plan Review and a Vesting Tentative Tract Map proposing a residential townhome condominium development as described in the Project Description section of this report. The current application has been submitted pursuant to the provisions of Senate Bill 330 (Housing Crisis Act of 2019) and Assembly Bill 130 (2021), which establish procedural and development standards applicable to qualifying housing development projects. The application has been processed in accordance with applicable state housing legislation.

The applicant has subsequently elected to pursue an alternative development concept for the site. Approval of Development Plan Review No. DPR 2025-03 would supersede the previously approved Development Plan Review No. DPR 2021-02 associated with the prior mixed-use project. Upon the effective approval date of DPR 2025-03, Development Plan Review No. DPR 2021-02 would be deemed rescinded and null and void, and DPR 2025-03 would be the only valid entitlement related to the property.

PROJECT CHARACTERISTICS

Applicable Code Section – Placentia Municipal Code

The project will be required to comply with the development standards and use requirements set forth in the Placentia Municipal Code (PMC) for developments located on

properties within the SP-5 Zoning District. Pursuant to PMC Section 23.75.010(a), construction of new buildings require a DPR to be reviewed and approved at a noticed public hearing before the Planning Commission. Furthermore, in accordance with PMC Section 22.72.060, a VTTM shall require Planning Commission review at a noticed public hearing, to review and solicit a recommendation for final action on the proposed VTTM by the City of Placentia City Council.

Subject Site and Surrounding Land Uses

The table below illustrates the site and surrounding existing land uses, General Plan Land Use designation and zoning:

Location	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Vacant Car Dealership Site	Specific Plan	Specific Plan No. 5 (SP-5)
Proposed	Three-Story, 75-Unit Residential Townhome Condominium Development with Five Live-Work Units	Specific Plan	SP-5
North	Three-Story Office Building Containing Interface Rehab, Inc. & Maxum Therapy	Specific Plan	SP-5
South (Adjacent to the Site & Across W. Orangethorpe Avenue)	Fast Food Restaurant (Jack in the Box), 7-Eleven and Gas Station, Twin Palms Mobile Home Park	Specific Plan, Commercial Manufacturing, & Low Density Residential	SP-5, C-1 (Neighborhood Commercial), & R-1 (MHP) (Single Family Residential – Mobile Home Park)
East	Industrial Uses	Specific Plan & Industrial	SP-5 & Manufacturing (M)
West (Across S. Placentia Avenue)	City of Fullerton – Multi-tenant Industrial Park	City of Fullerton – Industrial	City of Fullerton – Commercial Manufacturing

ZONING COMPLIANCE ANALYSIS

Site Development Standards

The project site is located within Parcel No. 9 of the Specific Plan No. 5 (SP-5) Zoning District. Specific Plan No. 5 establishes permitted land uses and development standards applicable to properties within its boundaries, including density ranges, height limitations, setbacks, lot coverage, and parking requirements.

The proposed project consists of a three-story residential townhome condominium development and is reviewed for consistency with the applicable development standards of SP-5 as currently adopted and amended, including Zoning Code Amendment No. 2024-01, which established a residential density range of 15 to 95 dwelling units per acre for Parcel No. 9.

The proposed development does not require a General Plan Amendment or Specific Plan Amendment. The project is evaluated for compliance with the existing SP-5 development standards and applicable provisions of the Placentia Municipal Code (PMC), including Development Plan Review (PMC Chapter 23.75) and Subdivision regulations (PMC Title 22).

The following matrix provides a summary of the project's consistency with the applicable SP-5 development standards:

APPLICABLE SP-5 DEVELOPMENT STANDARDS	PROJECT
Floor Area Ratio 1.0 Commercial FAR Maximum No Residential FAR Maximum	 0.01 FAR Complies
Density Range 15 to 95 dwelling units/acre	 27.6 dwelling units/acre
Dwelling Unit Size Studio Unit – No minimum/maximum 1 Bed Unit – No minimum/maximum 2 Bed Unit – No minimum/maximum 3 Bed Unit – No minimum/maximum 3 Bed Unit, w/ Live-Work – No minimum/maximum	 Studio Unit – 0 1 Bed Unit – 0 2 Bed Unit – 1207 sf. (Qty 6) 3 Bed Unit – 1454 sf. (Qty 64) 3 Bed Unit, w/ Live-Work – 1,624 sf. (Qty 5)
Height 75 ft. max.	 47 ft. 0 in.
Setbacks Front Yard Setback – 15 ft. min. Side & Rear Yard Setback – 10 ft. min.	 Front: 15 ft. Side Yard: 10 ft. to 15 ft.

Lot Coverage 85% max. (118,483 s.f.)	81% (96,251 s.f.)
Parking Studio & 1 Bdrm Unit @ 1 space -0 Spaces (0 units) Two Bdrm Unit @ 1.5 spaces – 9 spaces (6 Units) Three Bdrm Unit @ 2 spaces – 138 spaces (69 Units) Guest @ 1 space/5 du – 15 spaces **Total 162 spaces**	- 0 space - 8 spaces (6 units) - 142 spaces (69 units) - 12 spaces Total @ 162 spaces **Parking: Within ½ mile of intersection of bus routes meeting 15-min. peak frequency (combined service); minimum parking not required per Gov. Code § 65863.2.*

Other Departments Concerns and Requirements

The Divisions of Planning and Building, Public Works Department, Police Department, and Fire and Life Safety Department have reviewed the application materials and provided comments. Based on those comments, applicable code requirements and recommended conditions of approval have been incorporated into the draft resolution for consideration by the Planning Commission and recommendation to the City Council.

In addition, the Placentia-Linda School District, Republic Services, and applicable utility providers were provided the opportunity to review the project plans. As of the date of preparation of this report, no comments have been received from those agencies despite follow-up outreach by City staff.

ISSUES ANALYSIS:

CONSISTENCY WITH THE GENERAL PLAN

The proposed residential townhome development is consistent with the goals and policies of the City's General Plan, including the Land Use, Mobility, Economic Development, Health, Wellness & Environmental Justice, Safety, and Housing Elements, as outlined below.:

Land Use Element

Goal LU-2: Ensure that new development is compatible with surrounding land uses, the circulation network, and existing development constraints.

Policy LU-2.4: Large, contiguous vacant or underutilized parcels should be comprehensively planned for development to be compatible with adjacent neighborhoods.

Policy LU-2.21: Ensure development provides adequate infrastructure improvements area provided to support new multi-family development, including on-site recreational amenities.

The project redevelops a vacant 2.72-acre site with a comprehensively planned residential townhome community consisting of 75 units arranged in eleven three-story buildings including five live-work units. The site plan organizes buildings around internal private drives and a centrally located landscaped open space area, providing a cohesive development pattern. Building massing, articulated elevations, and perimeter setbacks provide an appropriate transition to surrounding uses along S. Placentia Avenue and W. Orangethorpe Avenue. The project includes a centrally located landscaped "Central Green" courtyard area, pedestrian paseos, and private open space areas associated with individual units. The development provides onsite parking, internal circulation, and utility connections to existing infrastructure within adjacent public rights-of-way.

Mobility Element

Policy MOB-2.2: Ensure adequate capacity to accommodate the traffic generated by land uses within the City, while balancing the needs of the pedestrian, cyclists and other multi-modal users.

Policy MOB-2.6: Require new development to conform to the standards and criteria of the City of Placentia and other mandated programs. This includes mitigation of traffic impacts to the surrounding street system as well as ensuring new developments manage their parking onsite with no impact to surrounding public streets.

Vehicular access is provided via driveways on S. Placentia Avenue and W. Orangethorpe Avenue. The project includes internal circulation, guest parking, sidewalks, and pedestrian connectivity to adjacent public sidewalks. The project provides 162 onsite parking spaces within private garages and guest parking areas, and incorporates internal circulation consistent with City design standards.

Economic Development Element

Action ED-2.2-1: Placentia's business attraction efforts should be targeted primarily towards businesses which have the following characteristics, in order of priority: 1) Sales tax generating; 2) Property tax enhancement; 3) Other revenue enhancements; and 4) Will result in infrastructure improvement.

The redevelopment of a long-vacant commercial property with new residential construction represents private reinvestment in a key corridor location. The project introduces new housing opportunities and contributes to long-term property tax revenue, other revenue

enhancements in the form of Public Services CFD 2014-01 annual revenue and corridor revitalization.

Health, Wellness, & Environmental Justice Element

Policy HW/EJ-4.1: Provide higher-density and infill mixed-use development affordable to all incomes on vacant and underutilized parcels throughout the City.

Policy HW/EJ -10.1: Promote land use patterns that reduce driving and promote walking, cycling, and transit use.

The site is located along two major corridors and provides pedestrian connectivity to existing public sidewalks. Internal pedestrian paseos and open space areas further support walkability within the development.

Safety Element

Policy SAF – 4.8: Require enhanced landscaped buffers in industrial-zoned areas that abut residential zones, consisting of more densely planted trees in setback areas.

The project incorporates perimeter landscaping and setbacks along adjacent rights-of-way and neighboring properties, contributing to visual buffering and site definition.

Housing Element

Goal HE-1: Housing Supply and Variety: Develop and maintain an adequate supply of housing that varies sufficiently in cost, size, type, and tenure to meet the economic and social needs of existing and future residents.

Program HE-1.13: Development of Housing for Larger Families: The City shall encourage incorporation of units with 3 or more bedrooms in for-sale and rental housing developments to accommodate the needs of larger families through activities such as technical assistance, expediated processing, and flexibility in development standards.

The project provides 75 townhome units with two- and three-bedroom floor plans, expanding ownership housing opportunities within the City. The development includes multiple three-bedroom units, supporting housing opportunities for larger households including families.

Housing Element

the City of Placentia adopted its Sixth Cycle Housing Element (2021–2029) in March 2022. On February 29, 2024, the California Department of Housing and Community Development (HCD) issued a finding of substantial compliance with State Housing Element Law.

The proposed project provides 75 ownership townhome units, including multiple three-bedroom units, contributing to the City's overall housing supply and housing variety goals. The redevelopment of a previously developed and vacant site supports the Housing Element's objective of encouraging infill development and expanding housing opportunities within the City.

The project is not identified as a specific Sites Inventory location but is consistent with the General Plan and current zoning regulations permitting residential development on the property.

LAND USE COMPATIBILITY

The project site is located at the northeast corner of S. Placentia Avenue and W. Orangethorpe Avenue, two established arterial roadways characterized by a mix of commercial, office, hospitality, light industrial, and residential land uses. Surrounding development includes hotel and commercial uses to the north and west, office and light industrial uses along Orangethorpe Avenue, and single-family residential neighborhoods south of Orangethorpe Avenue.

The proposed development consists of eleven three-story residential townhome buildings arranged around internal private drives and a centrally located landscaped open space area. The maximum building height is approximately 47 feet. The project incorporates perimeter setbacks, landscape buffers, and articulated building elevations to provide visual relief and transition along adjacent rights-of-way.

The site has remained vacant since 2018 and represents a previously developed property within an established urban corridor. The proposed redevelopment introduces residential land use consistent with the City's current zoning and Specific Plan framework. The townhome product type provides an ownership housing opportunity that differs in scale and intensity from the previously approved five-story mixed-use concept.

Vehicular access is provided from both S. Placentia Avenue and W. Orangethorpe Avenue. Pedestrian connections are maintained to existing public sidewalks along both frontages, and internal pedestrian pathways provide connectivity within the development.

The project replaces an aging, vacant commercial site with new residential buildings, landscaping, and site improvements, contributing to reinvestment along the corridor.

Architecture

The proposed development consists of eleven three-story townhome buildings designed with a contemporary residential architectural style incorporating traditional detailing and varied façade articulation. The buildings feature a combination of horizontal and vertical

siding elements, stucco finishes, accent materials, and varied rooflines to create visual interest and reduce apparent massing.

The architectural design incorporates recessed entries, covered porches, articulated façades, and varied window placements to provide depth and shadow along building elevations. Individual units include direct-access entries and private garages, reinforcing a residential character consistent with a townhome product type.

Roof forms include a mix of flat and sloped elements with parapet variations to provide architectural modulation. Material transitions, color variation, and façade offsets are incorporated to avoid long uninterrupted wall planes. Window placements are designed to maximize natural light within individual units while maintaining a consistent architectural rhythm across elevations.

The buildings are arranged around internal private drives and a centrally located landscaped open space area, providing a cohesive neighborhood layout. Perimeter landscaping and setbacks further frame the development along S. Placentia Avenue and W. Orangethorpe Avenue.

Overall, the architectural approach emphasizes a contemporary residential character with articulated building forms and varied materials appropriate for a three-story townhome community. Also as noted in the subsequent paragraphs, the City Council Housing, Community, and Economic Development (HCED) Committee requested enhanced architectural elevations which the applicant provided as discussed below.

HOUSING, COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

On Wednesday, July 23, 2025, the City Council Housing, Community, and Economic Development (HCED) Committee convened to review the proposed 75-unit townhome development located at the subject site. City staff provided a presentation outlining the project's key components, overall site design, vehicular circulation, and architectural features. This discussion provided the applicant with guidance for the future submittal of the required entitlement applications.

On February 23, 2026, the project returned to the HCED Committee with a fully developed proposal, including refined site planning and architectural elevations. Staff presented a comprehensive overview of the project, including its relationship to surrounding land uses and public frontages.

While the Committee received the project favorably, several architectural concerns were expressed, particularly regarding the quality and articulation of the building elevations along the S. Placentia Avenue and W. Orangethorpe Avenue frontages. The Committee emphasized the need to enhance the elevations through additional architectural detailing, including expanded window treatment and façade articulation, incorporation of architectural "eyebrows," introduction of enhanced and varied color treatments, and the addition of architectural elements at the top of the gable ends. The Committee also discussed the potential incorporation of faux balconies or similar architectural features along the S.

Placentia Avenue and W. Orangethorpe Avenue frontages to provide greater visual interest and depth. Additionally, direction was provided to strengthen the architectural treatment at the ground-floor level to ensure a more articulated and visually engaging streetscape presence.

The Committee further indicated support for a condition of approval requiring the project's streetscape improvements to be consistent with a future SP-5 Streetscape Master Plan, should such plan be adopted prior to building permit issuance. Based upon the applicant addressing the Committee's concerns related to building elevations and architectural refinement, HCED conveyed its favorable recommendation to the Planning Commission for consideration of the requested entitlements, including the DPR and VTTM.

CEQA

The proposed project qualifies for a statutory exemption from the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21080.66 (Assembly Bill 130 – Infill Housing Development Projects). Section 21080.66 provides a statutory exemption for qualifying infill housing development projects located on previously developed sites within urbanized areas, provided specified criteria are satisfied, including consistency with applicable planning and zoning regulations and compliance with applicable environmental and public health standards. The proposed development consists of 11 three-story townhome buildings containing 75 residential condominium units, including five live-work units, on a previously developed 2.72-acre site located at 776 S. Placentia Avenue and 777 W. Orangethorpe Avenue. The site is surrounded by urban uses and is served by existing public infrastructure. Based on review of the project and applicable statutory criteria, staff has determined that the project meets the requirements for the statutory exemption under Public Resources Code Section 21080.66. Accordingly, no further environmental review is required.

PUBLIC NOTIFICATION

Legal notice was published in the Placentia News-Times on February 26, 2026. Notices were sent to property owners of record within a 300-foot radius of the subject property, posted at the Civic Center, and on the City website. As of March 5, 2026, staff has not received any written correspondence from adjacent neighbors expressing support or concern regarding the development project.

CONCLUSION

The proposed project involves the redevelopment of a previously developed and long-vacant 2.72-acre site with 11 three-story townhome-style buildings containing 75 residential condominium units, including five live-work units. The project has been evaluated for consistency with the City's General Plan, Specific Plan No. 5, and applicable provisions of the Placentia Municipal Code. This revised DPR and VTTM are consistent with all provisions of the Placentia Municipal Code, Specific Plan 5 (SP-5), and the General Plan.

Environmental review has been conducted pursuant to Public Resources Code Section 21080.66 (AB 130 – Infill Housing Development Projects), and staff has determined that the project qualifies for a statutory exemption under CEQA.

Based on the analysis contained in this report, consistency with the General Plan and full compliance with the Placentia Municipal Code and SP-5, staff recommends that the Planning Commission adopt Resolution Nos. PC-2026-04 and PC-2026-05.

RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution No. PC-2026-04 approving Development Plan Review No. DPR 2025-03, and adopt Resolution No. PC-2026-05 recommending that the City Council approve Vesting Tentative Tract Map No. 19467, and make the required findings in support thereof.

Prepared and submitted by:

Andrew A. Gonzales
Planning Manager

Reviewed and approved by:

Joseph M. Lambert
Development Services Director

ATTACHMENTS:

1. ~~Resolution No. PC-2026-04 approving Development Plan Review No. DPR 2025-03.~~
2. ~~Resolution No. PC-2026-05 recommending City Council approval of Vesting Tract Map No. VTTM 19467.~~
3. ~~Project Plans including the Site Plan, Floor Plans, Building Elevations, Preliminary Landscape Plan, Fire Access Plan, Colored Renderings, Conceptual Utility Plan, Street Cross Sections, and Vesting Tentative Tract Map No. 19467 Received and Dated March 4, 2026~~
4. Public Hearing Notification
5. Vicinity Map
6. Site Photographs

RESOLUTION NO. PC-2026-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") STATUTORY EXEMPTION, CALIFORNIA PUBLIC RESOURCES CODE § 21080.66 (AB 130 – INFILL HOUSING DEVELOPMENT PROJECTS), AND ADOPTING DEVELOPMENT PLAN REVIEW NO. DPR 2025-03 FOR DEVELOPMENT OF 11 THREE-STORY, TOWNHOME-STYLE BUILDINGS CONSISTING OF 75 RESIDENTIAL CONDOMINIUM UNITS, INCLUDING FIVE LIVE-WORK UNITS, ON A 2.72-ACRE PREVIOUSLY DEVELOPED SITE, LOCATED AT 777 W. ORANGETHORPE AVENUE AND 776 S. PLACENTIA AVENUE (APN 339-112-27).

A. Recitals.

WHEREAS, Gilad Ganish, representing Orangethorpe Investment Partners, LLC, ("Applicant" hereinafter), regarding real property located 777 W. Orangethorpe Avenue and 776 S. Placentia Avenue (Attachment "A"), filed an application for approval of Development Plan Review No. DPR 2025-03, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject Development Plan Review request is referred to as the "Application"; and

WHEREAS, on March 10, 2026, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, and received a staff report and other relevant information from City staff and members of the public regarding the 75-unit residential condominium townhome development with five live-work units, for the Development Plan Review Application; and

WHEREAS, the Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public regarding DPR 2025-03 and VTTM 19467; and

WHEREAS, the Planning Commission finds that upon the date DPR 2025-03 is approved and in effect, previously approved Development Plan Review No. DPR 2021-02 is hereby rescinded and null and void, and DPR 2025-03 is the only valid Development Plan Review entitlement related to the subject property; and.

WHEREAS, after careful consideration of all pertinent testimony and the staff report offered in the case, the Planning Commission voted to approve the "Application"; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

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

Section 1. Development Plan Review. The Planning Commission approves Development Plan Review No. DPR 2025-03, as modified herein, and specifically subject to the conditions set forth in Attachment "A" of this Resolution and by this reference incorporated herein. The development, as modified by the attached Conditions of Approval and Standard Development Requirements (Attachment "A"), meets the overall requirements of PMC Chapter 23.105 of the Zoning Code (SP-5 Development Standards) and PMC Chapter 23.75 (Development Plan Review). As such, the Planning Commission finds as follows:

a. The project meets or exceeds the criteria established in PMC Chapter 23.105 and Section 23.75.020. Specifically, it adheres to the minimum setbacks, parking requirements, maximum building height, and minimum and maximum density development standards. The size, scale, and site layout ensures that the project not only complies with but surpasses the established development standards by providing a well-integrated and sustainable development that meets the needs of the community.; and,

b. Conditions of Approval have been prepared as necessary to prevent: (A) detriment to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (B) injurious to the property or improvements within the neighborhood or within the city; and,

c. The proposed development will be consistent with the latest adopted General Plan Land Use designation of the project area of "Specific Plan" and the Parcel No. 9 allowable land uses of SP-5; and,

d. Conditions necessary to secure the purposes of Section 23.75.020, including guarantees and evidence of compliance with conditions, are made part of the development approval.

Section 2. Based upon the environmental review of the project, the Planning Commission finds that DPR 2025-03 is statutorily exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code § 21080.66 (AB 130 – Infill Housing Development Projects) as the project qualifies as a residential infill development located on an urbanized and previously developed site that is less than 20 acres in size, is consistent with the applicable General Plan and zoning designation, and does not contain any environmentally sensitive habitat areas.

Section 3. If any section, subsection, sentence, clause, or phrase of this resolution and/or the documents in support of this resolution is/are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution.

Section 4. The Planning Commission hereby directs that, upon approval of DPR 2025-03, that a Notice of Exemption shall be filed with the Orange County Clerk/Recorder.

Section 5. Based upon the findings and conclusions set forth herein, the Planning Commission hereby approves Development Plan Review No. DPR 2025-03 as modified herein, and specifically subject to the conditions set forth in Attachment "A" attached hereto and by this reference incorporated herein.

Section 6. Upon the date DPR 2025-03 is approved and in effect, previously approved Development Plan Review No. DPR 2021-02 is hereby rescinded and null and void, and DPR 2025-03 is the only valid Development Plan Review entitlement related to the subject property.

Section 7. The Secretary to the Planning Commission shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED THIS 10TH DAY OF MARCH 2026.

_____
FRANK PEREZ, CHAIR

I, Joseph M. Lambert, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a meeting of the Planning Commission of the City of Placentia held on the 10th day of March 2026, and was passed at the meeting of the Planning Commission of the City of Placentia held on the 10th day of March 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

_____
JOSEPH M. LAMBERT, SECRETARY TO THE PLANNING COMMISSION

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachment A: Conditions of Approval for Development Plan Review No. DPR 2025-03

Attachment "A"
Special Conditions of Approval and Standard Development Requirements for
Development Plan Review No. DPR 2025-03
777 W. Orangethorpe Avenue & 776 S. Placentia Avenue
(APN 339-112-27)

SPECIAL CONDITIONS

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

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

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Development Plan Review No. DPR 2025-03 is valid for a period of twenty-four (24) months from the date of final determination, unless extended pursuant to Placentia Municipal Code (PMC) Section 23.75.080. If the development of the site and/or use approved by this action is not established by obtaining Building Permits within such a period of time, this approval shall be terminated and shall be null and void, unless an extension is applied for and approved.

2. Failure to abide by and faithfully comply with any and all conditions attached to this action, or with any federal, state, or local law, shall constitute grounds for revocation of said action by the City of Placentia Planning Commission.

3. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

4. The site plan, floor plans, elevation plans, fire plan, conceptual grading plan, conceptual perspectives, and all associated architectural and civil drawings, including the colored renderings, dated received on March 4, 2026, shall be the conceptually approved design.

5. The five (5) live-work units shall be developed only in the specific locations and configurations reflected on the approved site plan and floor plans received and dated March 4, 2026, and maintained on file with the City of Placentia Planning Division. The approved plans shall serve as the controlling reference for the identification, orientation, and layout of the live-work units. Relocation, reconfiguration, reduction, or substitution of the approved live-work units, including modification of the ground-floor non-residential component, shall not occur unless first approved by the Development Services Director through a formal amendment to this entitlement and, if applicable, modification of the recorded live-work covenant. Building permit plan check submittals shall be consistent with the approved March 4, 2026, plan set identifying the live-work units. Any inconsistencies shall be referred to the Planning Division for review prior to permit issuance.

6. Any significant modifications to the approved site plan, floor plans, elevation plans, open space plan, fire plan, conceptual grading plan, conceptual perspectives, including any modifications which will change, expand, or intensify the use(s) shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such significant modifications require approval by the City of Placentia Planning Commission or may be approved administratively by City staff.

7. Prior to the issuance of Final Certificate of Occupancy, the applicant and/or property owner, and/or their designee shall submit a one-time payment of $17,000 as the applicant and/or property owner's fair share payment required for the City's preparation of a streetscape master plan and master planning for Specific Plan No. 5 (SP-5).

8. Developer and/or property owner shall be obligated to annex into the Community Facilities District No. CFD 2014-01 (Public Services), or any subsequently created Community Facilities District (CFD) (Public Services) pursuant to the provisions of California Government Code Section 53311, et seq. The required annexation pursuant to this condition of approval shall be on a per-building basis, consistent with and fully completed in accordance with California law prior to issuance of a final certificate of occupancy for each of the buildings, unless Developer opts to annex in sooner

9. Developer and/or property owner shall annex into the Landscape Maintenance District No. LMD 1992-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. The required annexation into LMD No. 1992-01 pursuant to this condition of approval shall be on a per-building basis, consistent with and fully

completed in accordance with California law prior to issuance of a final certificate of occupany for each of the buildings, unless Developer opts to annex in sooner.

10. Developer and/or property owner agrees to annex into the Street Lighting District No. SLD 1981-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. The required annexation into SLD No. 1981-01 pursuant to this condition of approval shall be on a per-building basis, consistent with and fully completed in accordance with California law prior to issuance of a final certificate of occupany for each of the buildings, unless Developer opts to annex in sooner.

11. Prior to the issuance of any Final Certificates of Occupancy for the project, the property owner/applicant shall prepare, submit for City review and approval, and record with the Orange County Recorder an irrevocable covenant and agreement in a form acceptable to the Development Services Director and City Attorney.

    The covenant shall run with each live-work Assessor's Parcel Number (APN) and be binding upon all successors, heirs, and assigns, and shall substantially be based on the following provisions:

    a. The ground floor live-work space of each designated live-work unit shall be reserved and continuously maintained for a non-residential use**.**

    b. Permitted uses of the ground floor live-work space shall be limited to those allowed within the SP-5 zoning district and consistent with the project approvals. If the use requires a business license, occupant shall be required to obtain one from the City of Placentia.

    c. Residential occupancy of the live-work unit shall be accessory to and subordinate to the approved commercial/work component.

    d. The occupant shall not materially obstruct the view into the storefront.

    e. The covenant shall prohibit conversion of the ground-floor commercial space to exclusive residential use (i.e. bedroom) without prior City approval and amendment of the recorded covenant.

    f. Any proposed live-work signage must comply with all applicable City of Placentia rules and regulations.

    g. No significant storage is permitted in the live-work area except for storage that is directly associated with the live-work use of the space.

    h. The covenant shall be enforceable by the City of Placentia.

    Evidence of recordation of the approved covenant shall be submitted to the Planning Division and Building & Safety Division.

12. Prior to issuance of building permits, except as otherwise noted, the following shall be completed:

    a. Project plans shall be submitted for the review and certification for inclusion into the entitlement file by the Director of Development Services and shall include the following information:

        i. All Special Conditions of Approval and Standard Development Requirements of DPR 2025-03 and VTTM 19467. Include any project revisions on the applicable sheets of the project plans. Additionally, include separate sheets with approved Special Conditions of Approval and Standard Development Requirements to be printed verbatim on one of the first three pages of all the working drawing sets used for issuance of building permits (architectural, structural, electrical, mechanical, and plumbing) and shall be referenced in the sheet index. The minimum font size utilized for printed text shall be 12-point.

        ii. Typical cross section views and details through the property and across each property line as directed by the Director of Development Services.

        iii. Location of transformers, meters, and other above-ground appurtenances.

    b. An exterior lighting (photometric) plan showing location, type of fixtures and areas of illumination shall be submitted and reviewed for compliance with City standards and the Placentia Municipal Code. Lighting shall neither negatively impact adjacent properties nor the public right-of-way.

    c. Submit landscape and irrigation plans. The applicant must follow the procedure for approval under the MWELO for the proposed landscaping. A MWELO procedure and approval package is available from the front counter in the Development Services Department.

    d. Postmaster approval of the location and design of the mailboxes, if applicable.

    e. All applicable provisions of the Placentia Municipal Code (PMC) shall be met prior to issuance of Building Permits and shall be adhered to at all times.

13. The following conditions shall be completed prior to issuance of a grading permit:

    a. The developer shall submit for City approval a construction staging plan that indicates how safe vehicular and pedestrian access to the site will be maintained for the duration of the construction period. The construction stage plan shall include measures such as, but not limited to the following:

i. A telephone number and name of a designated contact person(s) for registering complaints or comments shall be posted in a clearly visible manner along the perimeter of the site.

ii. When construction vehicles accessing the site are expected to obstruct pedestrian and vehicular access along W. Orangethorpe Avenue and S. Placentia Avenue, a flag person or an approved alternative method shall be employed to direct traffic effectively.

iii. If any sidewalk is blocked during construction, alternate routes for pedestrians and bicycles shall be clearly marked with signs approved by the City.

iv. All access points shall be clearly marked during construction, and if an access point is blocked during construction, a detour sign to an alternate access point shall be clearly posted.

v. A detailed timeline outlining the course of major ground disturbing activities as trenching, excavation, and grading, including all construction work that will take place on the property.

14. Prior to issuance of building permits, the applicant shall submit landscape and irrigation plans for review and approval by the Development Services Director consistent with the Placentia Municipal Code and MWELO requirements. The landscape palette along all project street frontages shall make best efforts to be substantially consistent with the plant materials, streetscape character, and design intent of any adopted Specific Plan No. 5 (SP-5) Streetscape Master Plan, if such plan has been formally adopted by the City prior to approval of the project landscape plans.

    In the event the SP-5 Streetscape Master Plan has not been adopted at the time the applicant's landscape plans are deemed complete and actively in plan check with the City, the applicant may proceed with the proposed landscape palette as approved, and the City shall not require redesign of approved landscape plans solely for the purpose of achieving consistency with a subsequently adopted streetscape master plan.

    If the Streetscape Master Plan is adopted prior to approval of the project landscape plans, the applicant shall work with the Planning Division to incorporate plant materials and design elements that achieve substantial consistency with the adopted palette, as determined by the Development Services Director.

15. During demolition, grading, site development, and/or construction, the following shall be adhered to:

a. Construction equipment shall be maintained in peak operating condition to reduce emissions.

b. All off-road diesel-powered construction equipment shall utilize ultra-low sulfur diesel fuel consistent with CARB requirements.

c. Truck idling shall be prohibited for periods longer than 5 minutes.

d. Attempt to phase and schedule activities to avoid high ozone days first stage smog alerts.

e. Discontinue operation during second stage smog alerts.

f. Ensure clearly visible signs are posted on the perimeter of the site identifying the name and phone number of a field supervisor to contact for information regarding the development and any construction/ grading activity.

g. All Placentia Municipal Code requirements including the Noise Ordinance. All activities including truck deliveries associated with construction, grading, remodeling, or repair shall be limited to Monday – Friday, 7:00 AM to 7:00 PM, and Saturdays 9:00 AM to 6:00 PM. Such activities are prohibited on Sundays and Federal holidays.

16. The final Certificate of Occupancy cannot be approved until the following is completed for each respective portion of the property:

a. The Developer shall pay in full to the City of Placentia all applicable citywide Development Impact Fees required under Title 5 of the Placentia Municipal Code, including, but not limited to library, signage, civic improvement projects, public safety, parks and traffic mitigation.

b. The property owner(s) and/or their successor(s) shall annex into those district(s) identified by Condition Nos. 8-10 above. If the subject property is sold prior to annexation into the aforementioned districts, the future property owner(s) must complete the annexation and initiation processes and no final Certificates of Occupancy shall be issued prior to completion of annexation.

c. Submission, approval, and installation of an on-site public art installation shall be required. It is strongly recommended that the chosen public art piece reflects the rich history of the City of Placentia, focusing on significant aspects such as the citrus growing industry or early oil production eras that contributed to the city's development. Alternatively, the artwork may capture the essence and diversity of the city's community fabric. The public art piece will undergo evaluation and approval by the Development Services Director and the Housing, Community, and Economic Development Committee. The total cost

of submission, approval, installation, and lighting of the on-site public art element shall not be required to cost the developer more than $25,000. If, 60 days prior to the issuance of the first temporary Certificate of Occupancy the applicant has not yet received final approval for the public art element from all necessary approval bodies, the applicant may pay the City $25,000 to satisfy this condition, less any actual related costs incurred. The public art element shall adhere to the following parameters:

i. The public art element shall not be commercial in nature, a reproduction, or mass produced.

ii. Artwork setting and its visibility are important project design considerations and shall be clearly visible to the public.

iii. The art piece shall be a permanent part of the development and must remain in place for the life of the development. The work must be fixed and located at or adjacent to the site and visible to the public.

iv. Outdoor artwork must be illuminated sufficiently to ensure clear visibility from the nearby right-of-way during evening hours.

17. The use shall comply with the following:

a. The property owner(s) and/or respective Homeowners Association (HOA) shall be responsible for maintaining all common areas and improvements, including landscaped areas, walkways, sidewalks, and on-site paved surfaces, in a clean and orderly condition and free from graffiti, debris, and litter. Graffiti shall be removed by the property owner(s) and/or HOA within 72 hours of defacement and/or upon notification by the City.

b. The property owner(s), land management company, or similar entity shall furnish all prospective buyers with a disclosure agreement, informing them of the potential for noise and odor arising from nearby industrial activities or businesses. It is mandatory for all buyers to sign this agreement, thereby acknowledging and accepting the existence of these potential impacts. A copy of the disclosure agreement must be provided to the City's Development Services Department for inclusion in the entitlement file.

c. The development shall not include vehicular access gates, guard-controlled entry features, or any other device that restricts or controls vehicular access to the project site. All drive aisles and vehicular access points shall remain openly accessible at all times, consistent with the approved site plan and fire access requirements. Any proposal to install vehicular access control features, including but not limited to vehicular gates, security arms, or controlled entry systems, shall require review and approval by the Development Services Director through a formal amendment to this entitlement.

AB 130 CEQA EXEMPTION TRIBAL RESOURCE MEASURES

18. If evidence of an archaeological site or other suspected historical resource as defined by CEQA Guidelines § 15064.5, including darkened soil representing past human activity ("midden"), that could conceal material remains (e.g., worked stone, fired clay vessels, faunal bone, hearths, storage pits, or burials) are discovered during any project-related earth-disturbing activities, all earth-disturbing activities within 100 feet of the find shall be halted until the City of Placentia is notified. The project applicant shall retain an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology to assess the significance of the find. Any identified cultural resources shall be recorded on the appropriate DPR 523 (A-L) form and filed with the South Central Coastal Information Center (SCCIC). Construction activities may continue on other parts of the Proposed Project Site while evaluation and treatment of prehistoric archaeological resources takes place.

19. Prior to issuance of a grading permit, the applicant shall retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities:

    a. The project applicant shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation and Juaneño Band of Mission Indians, Acjachemen Nation - Belardes. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

    b. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier of the commencement of any ground disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

    c. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.

d. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh and Acjachemen from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh and Acjachemen to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh and Acjachemen TCRs.

e. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by both the Kizh and Acjachemen monitor and/or Kizh and Acjachemen archaeologist. The Kizh and Acjachemen will recover and retain all discovered TCRs in the form and/or manner the Tribes deems appropriate, in the Tribes' sole discretion, and for any purpose the Tribes deems appropriate, including for educational, cultural and/or historic purposes.

20. Prior to issuance of grading permit, the following notes shall be listed on the grading plans for the project:

Unanticipated Discovery of Human Remain and Associated Funerary Object

a. Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code, Section 5097.98, are also to be treated according to this statute.

b. If Native American human remains and/or grave goods discovered or recognized on the project site, then all construction activities shall immediately cease. Health and Safety Code, Section 7050.5, dictates that any discoveries of human skeletal material shall be immediately reported to the County Coroner and all ground-disturbing activities shall immediately halt and shall remain halted until the coroner has determined the nature of the remains. If the coroner recognizes the human remains to be those of a Native American or has reason to believe they are Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission, and Public Resources Code, Section 5097.98, shall be followed.

c. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).

d. Construction activities may resume in other parts of the project site at a minimum of 200 feet away from discovered human remains and/or burial goods, if the Kizh determines in its sole discretion that resuming construction activities at that distance is acceptable and provides the project manager express consent of that determination (along with any other mitigation measures the Kizh monitor and/or archaeologist deems necessary). (CEQA Guidelines Section 15064.5(f).)

e. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods.

f. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

21. Prior to issuance of grading permit, the following notes shall be listed on the grading plans or the project:

Procedures for Burials and Funerary Remains

a. As the Most Likely Descendant ("MLD"), the Koo-nas-gna Burial Policy shall be implemented. To the Tribe, the term "human remains" encompasses more than human bones. In ancient as well as historic times, Tribal Traditions included, but were not limited to, the preparation of the soil for burial, the burial of funerary objects with the deceased, and the ceremonial burning of human remains.

b. If the discovery of human remains includes four or more burials, the discovery location shall be treated as a cemetery, and a separate treatment plan shall be created.

c. The prepared soil and cremation soils are to be treated in the same manner as bone fragments that remain intact. Associated funerary objects are objects that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later; other items made exclusively for burial purposes or to contain human remains can also be considered as associated funerary objects. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all sacred materials.

d. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. If this type of steel plate is not available, a 24-hour guard should be posted outside of working hours. The Tribe will make every effort to recommend diverting the project and keeping the remains in situ and protected. If the project cannot be diverted, it may be determined that

burials will be removed.

e. In the event preservation in place is not possible despite good faith efforts by the project applicant/developer and/or landowner, before ground-disturbing activities may resume on the project site, the landowner shall arrange a designated site location within the footprint of the project for the respectful reburial of the human remains and/or ceremonial objects.

f. Each occurrence of human remains and associated funerary objects will be stored using opaque cloth bags. All human remains, funerary objects, sacred objects and objects of cultural patrimony will be removed to a secure container on site if possible. These items should be retained and reburied within six months of recovery. The site of reburial/repatriation shall be on the project site but at a location agreed upon between the Tribe and the landowner at a site to be protected in perpetuity. There shall be no publicity regarding any cultural materials recovered.

g. The Tribe will work closely with the project's qualified archaeologist to ensure that the excavation is treated carefully, ethically and respectfully. If data recovery is approved by the Tribe, documentation shall be prepared and shall include (at a minimum) detailed descriptive notes and sketches. All data recovery data recovery-related forms of documentation shall be approved in advance by the Tribe. If any data recovery is performed, once complete, a final report shall be submitted to the Tribe and the NAHC. The Tribe does not authorize any scientific study or the utilization of any invasive and/or destructive diagnostics on human remains.

DEVELOPMENT SERVICES DEPARTMENT – BUILDING DIVISION:

22. The submitted plans for plan checking shall conform to the 2025 CBC, CMC, CEC, CPC, CFC, CALGreen, CFC, and California Energy Standards codes.

23. The complete legal description of the property shall be addressed on plans as part of the project information.

24. The plans to be submitted for plan checking shall contain complete architectural, structural, electrical, mechanical, plumbing, CALGreen, and State Title 24 Energy Standards Codes. All plans must be prepared, sealed and signed by a California Licensed Professional within their scope of work.

25. The Mandatory Measures of the CALGreen and Title 24 Energy Standards Codes including the Compliance Forms shall be printed on the plans to be submitted. CalGreen shall be completed and shall specify where on the plans the applicable measures are shown.

26. The site plan, which addresses the boundaries of the property shall be prepared, sealed, and signed by a California Licensed Land Surveyor.

27. Provide proper fire and smoke protection between dwellings.

28. Provide compliance with CBC chapter 11A for the multifamily dwellings as applicable.

29. Provide a Geotechnical Engineer Report prepared, sealed, and signed by the Geotechnical Engineer on record.

PUBLIC WORKS DEPARTMENT:

30. The following items will be required for plan check:

    a. Grading plan;

    b. Geotechnical report;

    c. Water Quality Management Plan (WQMP) in the form and content per the City's WQMP template;

    d. Improvement Plan and Utility Plan; and

    e. Final Map

31. The applicant must fill out and submit a Red Imported Fire Ant-pest Exclusion Program (RIFA) Form to the California Department of Food and Agriculture and provide the City of Placentia a copy of the approved form.

32. Provide signature block for City Engineer: License Number C82756.

33. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required.

34. Prior to recordation of the final map, the public improvement plans as required shall signed by the City Engineer.

35. Prior to issuance of a final Certificate of Occupancy, the engineer of record shall submit all approved project plans on an approved electronic format to the Public Works Department. If the required files are unavailable, the applicant shall pay a scanning fee to cover the cost of scanning the as-built plans.

Demolition

36. Provide a full set of plans for demolition of the existing facilities and utilities, including above ground and underground structures, footings, utilities, vaults, fences, walls, sewer lines, storm drain pipes, waterlines, etc., Plans shall address conditions and procedures, as are necessary, to show that the demolition work will be conducted without creating a hazardous condition, when excavating next to other existing footings, walls and slopes. A separate demolition permit is required from the Building Department, prior to performing any kind of demolition on site. Prepare and submit a Construction and Demolition Waste Management Plan (WMP) for City approval. An approved WMP is required in order to obtain a demolition permit.

37. A copy of the Grant deed and owner's permission on the application for demolition is required at the time of issuance of the permit.

38. Any unused existing on-site sanitary sewer lateral lines must be removed and capped at the property lines. The sewer cap shall be inspected, and shall not be covered until an inspection has been made by the Department of Public Works Inspector. This inspection shall be requested at least 24 hours before the inspection is needed.

39. Provide AQMD Rule 1403 permit number, prior to starting any demolition work

40. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection and removal of the existing utilities, vaults and meters. It is also the applicant's responsibility to ensure applicant notifies the Building Inspection Division that these utilities have been properly disconnected.

41. Provide an erosion control plan, Storm Water Pollution Prevention Plans (SWPPP) for protection of the site during construction activities.

Grading

42. Prior to the issuance of a grading permit, the applicant shall prepare a Low Impact Development (LID) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and/or non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP) and LID Implementation Guideline. Website available at (http://ocwatersheds.com/publiced/residents/glltd) Particular attention should be addressed to the appendix section "Best Management Practices for priority redevelopment." The LID shall clearly show the locations of structural or Nonstructural BMP's, and assignment of long term maintenance responsibilities. The plan shall be prepared to the general form and content and submitted to the Director of Public Works/City Engineer for review and approval.

43. Prior to the issuance of a grading permit, the applicant shall prepare a Water Quality Management Plan (WQMP) specifically identifying the Best Management Practices

(BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP). Particular attention should be addressed to the appendix section "Best Management Practices for Development." The WQMP shall clearly show the locations of structural BMP's, and assignment of long term maintenance responsibilities (which shall also be included in the Maintenance Agreement). The plan shall be prepared to the general form and content shown in the City of Placentia's WQMP Template and shall be submitted to the City Engineer for review and approval. Website available at (http://www.placentia.org/index.aspx?nid=262)

44. Prior to the issuance of a grading permit, the applicant shall demonstrate to the City Engineer that coverage has been obtained under the California's General Permit for Discharge of Storm Water Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number to the City Engineer. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation. Prior to the issuance of a grading permit, the applicant shall submit to the City Engineer for review a Stormwater Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP shall be kept at the project site and available for review upon request.

45. Prior to the issuance of grading permits, the applicant shall prepare and submit a precise grading plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion control, slope easements, structural best management practices (BMPs) conforming to the approved water quality management plan, and other pertinent information. The project development shall accept and make provisions for the existing surface water that are the natural flows from the adjacent properties immediately abutting to the development site.

46. Prior to approval of the final design plans and issuance of a grading permit, the applicant shall conduct a site-specific geotechnical investigation for the entire site and prepare a report that fully assesses the geologic and soil conditions of the site. As part of the report preparation, soil sampling and any geotechnical testing will be completed at each location where structures are to be erected. The report shall provide grading and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures and percolation test for infiltration rate fulfilled per Appendix VII of OCTGD. The recommendations shall be implemented by the Applicant.

47. Prior to the issuance of a grading permit, erosion control plans and notes shall be submitted and approved by the Engineering Division of Public Works Department.

48. All private slopes of 4 feet or more in vertical height and of 4:1 or greater slope, but less than 2:1 slope, if any, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.

49. The development site shall be graded to drain surface water to the existing City storm drain system with no cross-lot drainage permitted. Drainage shall be indicated on the precise grading plans.

50. Surety and agreement guaranteeing completion of all on-site grading improvements including drainage, structural BMPs, erosion control, grading operations shall be posted and executed to the satisfaction of the City Engineer prior to the issuance of grading permits.

51. The final grading plan for the parcels shall be substantially the same, specifically with regard to pad elevations, size, and configuration; as the proposed grading illustrated on the approved site plan. If there is a significant deviation between the two plans, the Community Development Director and the City Engineer will review the plans and determine if a finding of substantial conformance can be made prior to the issuance of a grading permit. The Community Development Director and the City Engineer may refer the matter to the Planning Commission for an opinion before making a decision. Failure to achieve such a finding will require processing a revised site plan.

52. Prior to issuance of any building permits, the site grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency with each other and for consistency with the requirements and standards of the City of Placentia, to the extent final plans are available.

53. Prior to issuance of grading permit, the applicant shall submit a preliminary title report no older than 90 days.

54. The applicant shall provide a quitclaim or relocation of easement, if any, as applicable in plan review process prior to issuance of grading permit.

55. Provide and identify all pavement and driveway paving materials used inside the development areas.

56. Identify all storm drain structures, types, sizes and specifications on the plans.

57. Prior to issuance of the final occupancy permit, all public improvements shown on the plans shall be constructed to City Standards.

58. Preliminary WQMP shall include a feasibility check to ensure the proposed infiltration BMPs are not proposed to be within 100 feet horizontally of a water supply well and/or non-potable well for the protection of groundwater quality per Orange County TGD.

Public Improvements and Construction

59. Prior to issuance of grading permits, the applicant shall prepare and submit a street improvement plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department. All public improvements shown on the plans and/or tentative map shall be constructed to City of Placentia standards, ordinances, and policies, and shall be completed prior to the Final Certificate of Occupancy.

60. Prior to issuance of the final occupancy permit, all new public improvements shall be constructed satisfactorily to City Standards.

61. Prior to the recordation of a final map, the applicant shall enter into an agreement and post security bond, in a form and amount acceptable to the City Engineer, guaranteeing the construction of public improvements in conformance with applicable City standards, and City Code, including, but not limited to the following improvements as applicable:

    a. Street improvements including but not limited to: pavement, curb and gutter, sidewalks, driveway approaches, street lights, signing, striping, traffic signal systems and other traffic control devices as appropriate

    b. Storm drain facilities

    c. Landscaping

    d. Sewer systems

    e. Street lighting

62. Prior to the issuance final Certificate of Occupancy all public improvements listed below shall be constructed and/or installed. All of the public improvements immediately adjacent to and within the boundaries of the project/property area to the centerline of Orangethorpe Avenue and Placentia Avenue are referred to as “on-site” improvements. All new utilities, including electric power, telephone, telecommunication fiber and/or cable TV in the street adjacent to and on-site shall be placed underground in accordance with the City of Placentia standards and ordinances. All existing utility poles and associated overhead utility lines located along the project/project frontage shall be removed, unless electrical lines supported by the utility poles are determined to be transmission (which is sometimes classified as subtransmission but included in SCE's ISO-controlled transmission circuits) lines as defined pursuant to PMC

22.48.010, in that case no undergrounding of utilities or poles is required. All the frontage street improvements shall follow and comply with applicable City standards, and City Codes, and the following design standards throughout, including but not limited to landscaping, street and pedestrian lights, in addition to the following requirements:

a. Driveways shall conform to the applicable City of Placentia standards and shall be shown on the street improvement plans.

b. Driveways shall be located at a minimum of two (2) feet from the property line as measured where the driveway meets the property line to satisfy adequate line of sight requirements.

c. All new or replaced curb ramps shall be constructed to current ADA or CBC standards. Applicant will be required to utilize the services of the City's CASp inspector at applicant's expense to provide inspection and certification of that all new or replaced ADA facilities constructed within the public right-of-way are ADA-compliant.

d. The minimum centerline and flowline grades shall be one percent unless otherwise approved by the City Engineer and Fire Marshall.

e. Repaint crosswalks at the Orangethorpe/ Placentia Avenue intersection for enhanced visibility.

f. Placentia Avenue and Orangethorpe Avenue shall be repaved along the project frontage from the project property line to the centerline.

g. All engineered street and public improvement plans and specifications shall be prepared in accordance with City and County of Orange Standards. Shop drawings and product data shall be provided for the City's review and approval for all the public improvement items listed above, PRIOR to their installation.

63. The sidewalk along Placentia Avenue shall be widened to a minimum eight (8) feet for consistency further north and south along Placentia Avenue. This would also be consistent with the sidewalk on Orangethorpe Avenue. An easement is already in place for this; no dedication is required. If such width cannot be accommodated entirely within the existing public right-of-way, the Public Works Director may modify or waive this condition. If not modified or waived, the applicant shall work with the Engineering Division to dedicate or grant an irrevocable public easement, which choice shall be at the applicant's discretion and to the extent that it does not require movement of any building footprints shown in the plan set received on March 4, 2026, for sidewalk purposes sufficient to accommodate the eight-foot (8') sidewalk width. If an easement, said easement shall be recorded with the Orange County Recorder's Office prior to issuance of the Final Certificate of Occupancy and shall be subject to review and

approval by the City Engineer and City Attorney. All improvements shall be designed and constructed to City standards and shall ensure compliance with ADA accessibility requirements.

64. Improvement plan surveying data shall be based upon a centerline profile extending beyond the project boundaries a minimum distance of 150 feet at a grade and alignment approved by the City Engineer, to ensure accurate joining to existing conditions.

Storm Drain Improvements and Construction

65. Unless otherwise approved by the Public Works Director, the project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points.

66. Provided there is adequate capacity in the Placentia Avenue and Orangethorpe Ave. storm drains, the development site shall be graded to drain surface water to the existing City storm drain system with no cross-lot drainage permitted. The storm drain catch basins shall be upsized if there is not adequate capacity. If a drainage crossing a property line is altered and involves the use of drainage pipes, culverts, and V-gutters to conduct the storm water to an approved City storm drain system, a drainage easement shall be established by the recordation of Covenants Agreements and Restrictions for the benefit of each lot. Drainage easement shall be indicated on the precise grading plans.

67. Drainage easements, when required, shall be shown on the grading plans and noted as follows: “Drainage Easement – no buildings, obstructions, or encroachments by landfills are allowed.”

68. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval by City Engineer. The hydraulics and hydrology report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, BMP treatment and LID, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood per the Orange County Hydrology Manual.

69. Prior to the approval of the improvement plans, the hydrology study shall show that the 25-year storm flow will be contained within the street from curb to curb and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria are exceeded, additional drainage facilities shall be installed. All analysis shall comply with the Orange County Hydrology Manual and County Local Drainage Manual.

70. Drainage facilities with sump conditions shall be designed to convey the tributary 25-year storm flows. Secondary emergency flow bypass shall also be provided as approved by City Engineer.

71. The post development peak flow rate generated from the project site shall be less than or equal to the predevelopment peak flow rate from the site for all frequency storms up to and including 100-year return.

Sewer Line Improvements and Construction

72. The applicant shall prepare a sewer capacity analysis per City of Placentia guidelines, including CCTV to address the future development demands. The developer shall coordinate and incorporate the results of this study into the sanitary sewer development and design. Sewer flow calculations justifying sewer line design up to the connection points shall be prepared by a registered civil engineer and submitted as part of a sanitary sewer improvement plan for approval by the City Engineer.

73. Onsite water improvement and fire protection plans shall be approved by the Fire Marshal, the local water district, and City Engineer. The water distribution lines and appurtenances shall conform to the applicable laws and adopted regulations enforced by the Golden State Water Company.

74. Prior to the issuance of a building permit, the applicant shall dedicate ingress and egress of the access route within the project site and improve it fully operational as required by the City of Placentia Fire Department and satisfaction to the City Engineer.

75. The applicant shall submit a Will Serve Letter from Orange County Sanitation District and Golden State Water Company.

76. If new sanitary sewer connections are needed, developer shall install new sanitary sewer manholes at the proposed connection to the existing City sewer line.

Traffic

77. Parking and on-site circulation requirements shall be maintained at all times.

    a. All pavement markings and signage including parking spaces, directional designations, no parking designations and fire land designations shall be clearly defined and said signage and markings shall be maintained in good condition at all times.

    b. Parking site circulation and street surfaces shall be maintained in good condition at all times and shall be swept at least as frequently as public streets in Placentia.

c. All areas of landscaping shall be permanently and continuously maintained by the HOA.

78. Provide intersection sightlines per Orange County Public Works Standard 1117.

79. Provide an updated LOS memo based on the 2024 Traffic Impact Analysis prepared by RK Engineering. All project specific parameters shall be updated and if additional analysis is determined necessary, it shall be completed by the applicant to the satisfaction of the City Engineer.

80. Internal private streets shall be designed and constructed in accordance with PMC Section 22.20.035. Street widths may be reduced subject to City Engineer approval where on-street parking is prohibited.

81. Vehicular access along Placentia Avenue shall be restricted to right-in and right-out movements only. This restriction shall be achieved through the installation of a mountable "porkchop" median designed to channelize traffic, resulting in two separate driveways with a pedestrian refuge area located between the driveways. The final design and configuration shall be subject to review and approval by the City Engineer.

82. The proposed driveway location along Orangethorpe Avenue reduces available storage length for eastbound entering traffic. A minimum three-vehicle queuing distance shall be provided on Orangethorpe Avenue. If adequate queuing cannot be accommodated, driveway access shall be restricted to right-in and right-out and left-out movements only, subject to review and approval by the City Engineer.

83. There shall be no on-street parking along Placentia Avenue and Orangethorpe Avenue along the project frontage. Appropriate curb markings, signage, and striping shall be installed as determined by the City Engineer.

FIRE AND LIFE SAFETY DEPARTMENT

84. Parking Restrictions - No parking is permitted on roadways that are narrower than 28 feet in width. Parking on one side is permitted on a roadway that is at least 28 feet but less than 36 feet in width. Parking on two sides is permitted on a roadway 36 feet or more in width. These restrictions apply to all roads serving as fire lanes.

85. The hydrant shall be located at least 40 feet from the building(s) it serves. Where it is impractical to locate the hydrant 40 feet from adjacent structures, hydrant spacing shall be reduced by 50%. Fire hydrants may be located closer provided that nearby walls do not contain openings and the hydrant is not otherwise located where it can be rendered inoperable due to damage from collapsed walls, debris, or excessive heat.

86. Vegetation - As stated previously, certain types of ground cover and low-growing plants present an impediment to firefighting and rescue operations and are prohibited from being planted in the access walkway. In addition, taller vegetation such as shrubs and trees may not be located where they will, either when planted or upon maturation, present an obstruction to accessing rescue windows. Raised planter areas are not allowed to be used as rescue ladder access points.

87. Prior to the issuance of building permits:

    a. The Placentia Fire & Life Safety Department, at time of plan or permit submission, will charge certain fees for plan review and inspections. Fees will be determined at the time of plan review and/or inspections

    b. The proposed project shall comply with the applicable codes and standards of Title 24, Part 1-12.

    c. The referenced standards shall include the California Fire Code as adopted and amended by the City of Placentia.

    d. The required fire flow shall be 1,875 GPM for a 3-hour duration at 20 PSI residual operating pressure pursuant to the California Fire Code Appendix B and as amended by the City of Placentia Fire & Life Safety Department. Documentation is required from the local water purveyor or an approved third party verifying that the system can meet the required fire flow prior to conditions of approval being established. If a third party is being used, they must be approved by the Fire Marshal. If the system is not capable of meeting the required fire flow documentation shall be provided showing financial arrangements have been made and water system improvement plans have been submitted and approved by the City of Placentia Fire & Life Safety Department and the local water purveyor to upgrade the existing water system prior to release of building permits.

    e. Roadway design features (speed humps, bumps, speed control dips, etc.) which may interfere or delay emergency apparatus responses shall not be installed or allowed to remain on the emergency access roadways if installed after the project's completion.

    f. Water improvement plans shall be approved by the City of Placentia Fire & Life Safety Department. The Developer shall furnish the City of Placentia Fire & Life Safety Department with three (3) copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site private fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes may be required to meet required fire flow requirements. Fire hydrants shall provide one 4" port and 2- 2 ½ ports and must be an approved fire hydrant type. See the City of Placentia Fire & Life

Safety Department Guideline for further details. The private fire hydrant system must be reviewed, approved, permitted and installed, tested, and accepted, prior to combustible construction.

g. The existing fire hydrant system is insufficient to provide the required fire flow and additional public and/or private fire hydrants are required. Plans and specifications must be submitted, reviewed, approved and permits issued prior to the installation.

h. Prior to combustibles being brought to the site or premises final inspection (storage yards), the developer shall provide written certification from the local water purveyor, dated within the last thirty days, that:

    i. All public fire hydrants or water purveyor connections required for the project have been installed, tested, and approved; and

    ii. Are permanently connected to the public water main system; and

    iii. Are capable of supplying the required fire flow as required by the City of Placentia Fire & Life Safety Department.

88. Prior to Demolition and Construction:

a. Prior to demolition and construction, the applicant shall provide for the necessary requirements found in the California Fire Code Chapter 33 – Fire Safety During Demolition and Construction and ensure that the controls and safeguards are maintained.

b. Fire Apparatus Access roads (all roads in project) shall be usable (paved), accessible and fire hydrant(s) shall be capable of flowing required GPM and shall be tested/accepted by the City of Placentia Fire & Life Safety Department prior to dropping any lumber for construction.

c. Lumber drop inspection – an inspection shall be scheduled with a PFLSD inspector to verify that access roadways and operable hydrants have been provided for buildings under construction. For buildings of Type IV and V construction (and non-combustible structures that may have a portion of the exterior walls, façade, or other building elements comprised of wood or other combustible material), a lumber drop inspection shall occur prior to bringing combustible building materials on site. See additional requirements found within the guideline for the City of Placentia Fire & Life Safety Department – Water and Access requirements (https://www.placentia.org/929/Community-Risk-Reduction)

89. Prior to occupancy:

a. Permanent residential three-dimensional street numbers, at a minimum of 4 inches in height, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and visible from the street and shall not be obstructed in any manner. Additional addressing is required to meet these requirements and be installed above each garage unit for fire department access requirements.

b. Any gate or barrier across a fire access roadway, whether manual or automatic, must meet the City of Placentia Fire & Life Safety Department requirements and have specific plans and permits approved prior to installation. Gates serving multi-family, assembly, educational, hazardous, institutional, or storage structures must be automatic and meet UL 325 and ASTM F2200 standards. Knox brand key-operated electric key switch keyed to the City of Placentia Fire & Life Safety Department specification are required. The Knox switch shall override all gate functions and open the gate. Other access control systems, such as pre-emption device eyes, are also required and must be installed as directed by the Fire Marshal. Gates across fire apparatus access roadways must clearly indicate compliance with this section on the fire access and site plan.

c. Fire lane designations shall be required for all fire access roadways as determined by the City of Placentia Fire & Life Safety Department. Posted signs which state “FIRE LANE, NO PARKING CVC 22500.1” shall be installed every 50 feet along the fire lanes. See City of Placentia Fire & Life Safety Department guideline for further requirements and details. Curbs shall be painted red and stenciled with white letters indicating the same on the face and top of any curb as directed by the City of Placentia Fire & Life Safety Department. All Fire lanes shall be marked and identified prior to any Certificate of Occupancy being issued.

d. Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with NFPA #13-D Standard for Automatic Fire Sprinkler Systems-Single Family Dwelling. Plans will be accepted only electronically and shall include fire sprinkler piping plans and details, hydraulic calculations, and material specifications sheets for all equipment used in the system and shall be submitted per the policy of the City of Placentia Fire & Life Safety Division for electronic submission. These shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work. The project is considered as a townhome design which authorizes the use of the NFPA 13-D system, with separate water meters for each unit.

POLICE DEPARTMENT

90. The applicant, property owner, and their successors in interest shall comply with all applicable provisions of the Placentia Police Department Standard Building Security Requirements for standard residential development standards (October 2022), as adopted by the Chief of Police pursuant to California Penal Code Section 14051. Said document, in its entirety, is hereby incorporated by reference as though fully set forth herein and shall constitute binding conditions of approval applicable to the hotel development project.

Prior to the issuance of any building permit, plans shall be submitted to the satisfaction of the Chief of Police and the Director of Development Services demonstrating conformance with all applicable standards contained therein, including but not limited to provisions governing items as building access, lighting, parking areas, emergency response access, and construction site security.

Any modification, deviation, or waiver from the adopted Standard Building Security Requirements shall require the prior written consent of the Chief of Police, whose determination shall be final unless otherwise appealed in accordance with the procedures set forth in the Placentia Municipal Code.

Failure to maintain compliance with the approved standards and any subsequently authorized modifications shall constitute a violation of this approval and may result in the suspension or revocation of project entitlements pursuant to Chapter 23.87 of the Placentia Municipal Code.

RESOLUTION NO. PC-2026-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTION OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") STATUTORY EXEMPTION, CALIFORNIA PUBLIC RESOURCES CODE § 21080.66 (AB 130 – INFILL HOUSING DEVELOPMENT PROJECTS), AND RECOMMENDING APPROVAL OF VESTING TENTATIVE TRACT MAP NO. VTTM 19467 FOR THE SUBDIVISION OF THE SUBJECT PROPERTY FOR THE PURPOSE OF CREATING 75 RESIDENTIAL CONDOMINIUM UNITS ON A 2.72-ACRE PREVIOUSLY DEVELOPED SITE, ON PROPERTY LOCATED AT 777 W. ORANGETHORPE AVENUE AND 776 S. PLACENTIA AVENUE (APN 339-112-27).

A. Recitals.

WHEREAS, Gilad Ganish, representing Orangethorpe Investment Partners, LLC, ("Applicant" hereinafter), regarding real property located 777 W. Orangethorpe Avenue and 776 S. Placentia Avenue (Attachment "A"), filed an application for approval of Vesting Tentative Tract Map No. 19467, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject Vesting Tentative Tract Map request is referred to as the "Application"; and

WHEREAS, on March 10, 2026, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, and received a staff report and other relevant information from City staff and members of the public regarding the 75-unit residential condominium townhome development with five live-work units, for the Vesting Tentative Tract Map Application; and

WHEREAS, The Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public regarding DPR 2025-03 and VTTM 19467; and

WHEREAS, the Planning Commission finds that upon the date DPR 2025-03 is approved and in effect, previously approved Development Plan Review No. DPR 2021-02 is hereby rescinded and null and void, and DPR 2025-03 is the only valid Development Plan Review entitlement related to the subject property; and

WHEREAS, after careful consideration of all pertinent testimony and the staff report offered in the case, the Planning Commission voted to recommend approval of the "Application" to the City Council; and

WHEREAS, All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, the Planning Commission of the City of Placentia recommends to the City Council the following:

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

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

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval set forth in Attachment "A" of this Resolution and by this reference incorporated herein and Standard Development Requirements, the project complies with all applicable code requirements and development standards of Specific Plan No. 5 (SP-5) for Parcel No. 9 and Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC).

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "Specific Plan", and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the development of the 75-unit residential condominium townhomes, including five live-work units.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.105, Specific Plan 5, of the PMC. City Staff carefully examined the proposed development against the applicable development regulations prescribed in Title 23 (Zoning Ordinance) and determined it to be in substantial compliance. The proposed Development approval includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Attachment "A" contain Conditions of Approval and Standard Development requirements specific to this development application in order to provide assurances that the proposed construction of the residential development project and

related on and off-site improvements are in compliance with applicable requirements of the PMC.

e. That the proposed map is consistent with the General Plan. The proposed Vesting Tentative Tract Map is to support the construction of 75-unit residential condominium townhomes, including five live-work units on the site. The proposed residential development is consistent with all policies, programs, and goals of the General Plan.

f. That the site is physically suitable for the type of development. The subject site is a 2.72-acre parcel, which has been designed to accommodate the development, as well as sufficient parking and landscaping. Based on this, the subject site is adequate to accommodate the proposed townhome residential condominium project with live-work units.

g. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is to allow the formation and subdivision of 75 residential condominium townhome units, which includes five live-work units, within the City of Placentia that will accommodate 11 residential townhome style buildings.

h. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive records search was completed. Additionally, the applicant submitted property documentation verifying all easements and encumbrances affecting the property as part of the application materials. Although easements have been identified, they are primarily for utility access purposes, and most will be protected in place and will not be altered by construction of the project.

i. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is a previously developed car dealership property containing old and poorly maintained buildings, along with limited vegetation. There are no known areas on or adjacent to the site that support wildlife or sensitive habitat, including special-status species.

j. The intent of the SP-5 zoning district is to provide sites for uses that, through their respective characteristics, serve and cater to the broader community. The proposed project will be integrated into an existing developed area containing a diverse mix of commercial, quasi-residential uses such as hotels, and light industrial uses. The applicant has designed the residential development in a manner that advances the goals and policies of the General Plan and Zoning Code while avoiding significant impacts to adjacent properties through thoughtful site planning, appropriate building placement, and quality architectural design. Furthermore, the proposed project will enhance the surrounding streetscape through the incorporation of trees located behind the sidewalk

within private landscaping areas, decorative ground-level landscaping, and articulated building elevations, thereby creating a visually appealing environment for motorists, pedestrians, and residents traveling along both Placentia Avenue and Orangethorpe Avenue.

k. The proposed development's site plan and its design features, including architecture and landscaping, are consistent with the General Plan, and will integrate harmoniously with and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City.

Section 3. The Planning Commission hereby recommends: The City Council of the City of Placentia find that VTTM 19467 is statutorily exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code § 21080.66 (AB 130 – Infill Housing Development Projects) as the project qualifies as a residential infill development located on an urbanized and previously developed site that is less than 20 acres in size, is consistent with the applicable General Plan and zoning designation, and does not contain any environmentally sensitive habitat areas..; and

(a). The City Council find and determine that, based upon the findings set forth below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

(b). The City Council find that facts supporting the above-specified findings are contained in the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application.

Section 4. Based upon the findings and conclusions set forth herein, this Planning Commission hereby recommends that City Council approve Vesting Tentative Tract Map No. 19647, as modified herein, and specifically subject to the conditions set forth in Attachment "A" attached hereto and by this reference incorporated herein.

Section 5. The Secretary to the Planning Commission shall:

a. Certify to the adoption of this Resolution; and

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

ADOPTED AND APPROVED THIS 10TH DAY OF MARCH 2026.

_____
FRANK PEREZ, CHAIR

I, Joseph M. Lambert, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 10th day of March, 2026, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 10th day of March, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

_____
JOSEPH M. LAMBERT,
SECRETARY TO THE PLANNING COMMISSION

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Attachment A: Conditions of Approval for Vesting Tentative Tract Map No. VTTM 19467

Attachment "A"
Special Conditions of Approval for
Vesting Tentative Tract Map No. VTTM 19467
777 W. Orangethorpe Avenue & 776 S. Placentia Avenue
(APN 339-112-27)

SPECIAL CONDITIONS

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

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

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said actions by the City of Placentia Planning Commission.

2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

3. Approval of VTTM 19467 and the final map is contingent upon City Council Approval.

4. VTTM 19467 shall expire twenty-four (24) months after approval or conditional approval if a final map is not recorded. Upon written request, by the developer, the time limit may be extended to an additional twelve (12) months by City Council.

5. A final map shall be prepared by or under the direction of a registered Civil engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.

6. VTTM 19467 shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code, unless otherwise authorized herein.

7. Any modifications to the approved floor plan/site plan and any modifications which will change, expand or intensify the use shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the Placentia Planning Commission or may be approved administratively by City staff.

8. Prior to final release of the residential units for occupancy, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved for their respective portion.

9. The approval of Vesting Tentative Tract Map No. VTTM 19467 shall be contingent upon approval of Development Plan Review No. DPR 2024-01 and Use Permit No. UP 2024-07. In the event the VTTM is denied, approval of any of the aforementioned DPR and UP entitlements shall be deemed to be null and void. In the event the DPR and UP are denied, VTTM 19467 shall be deemed null and void.

10. Comply with all applicable conditions of approval of DPR 2025-03.

PUBLIC WORKS – ENGINEERING DIVISION:

11. Provide Signature block for City Engineer: License Number: C82756.

Final Map

12. Prior to recording the final map, the public improvement plans as required shall be signed by the City Engineer.

13. Provide a Bond Estimate for all improvements. Performance and Labor/Material bonds shall be processed as a part of the subdivision improvement agreement.

14. The subdivision improvement agreement must be processed before Final Map recordation in accordance with the Subdivision Map Act (Government Code Sections 66499).

PLACENTIA & ORANGETHORPE

TOWNHOMES



Sheet List Table

Sheet Number	Sheet Title
A0.0	TITLE SHEET
A1.00	SITE PLAN
A2.00	BUILDING A PERSPECTIVE
A2.01	BUILDING A ELEVATIONS
A2.02	BUILDING A PLANS
A2.03	BUILDING B PERSPECTIVE
A2.04	BUILDING B ELEVATIONS
A2.05	BUILDING B PLANS
A2.06	BUILDING C PERSPECTIVE
A2.07	BUILDING C ELEVATIONS
A2.08	BUILDING C PLANS
A2.09	BUILDING D PERSPECTIVE
A2.10	BUILDING D ELEVATIONS
A2.11	BUILDING D PLANS
A2.12	BUILDING E PERSPECTIVE
A2.13	BUILDING E ELEVATIONS
A2.14	BUILDING E PLANS
A2.15	BUILDING F PERSPECTIVE
A2.16	BUILDING F ELEVATIONS
A2.17	BUILDING F PLANS
A2.18	BUILDING G1 PERSPECTIVE
A2.19	BUILDING G1 ELEVATIONS
A2.20	BUILDING G2 PERSPECTIVE
A2.21	BUILDING G2 ELEVATIONS
A2.22	BUILDING G PLANS
A2.23	BUILDING H PERSPECTIVE
A2.24	BUILDING H ELEVATIONS
A2.25	BUILDING H PLANS
A3.00	PRODUCT A - PLAN 1 & 2
A3.01	PRODUCT A - PLAN 3 & 4
A3.02	PRODUCT A - PLAN 5A
A3.03	PRODUCT A - PLAN 5B

PROJECT INFORMATION
APN:
Address: 776 S Placentia
City: Placentia, CA
County: Orange County
Zoning: SP-5

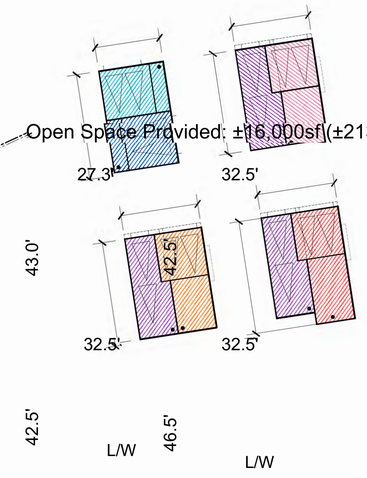
SP-5 DEVELOPMENT STANDARDS
Building Height: 75'
Coverage: 85%
Setbacks:
Front: 10'
Side: 10'
Rear: 10'

Open Space Required per R-3: 200 sf/unit

SITE SUMMARY
Site Area: ±2.72 acres

Units:
3 units - P1 (1207nsf – 2bed/2.5ba)
3 units - P2 (1220nsf – 2bed/2.5ba)
35 units - P3 (1454nsf – 3bed/3ba)
29 units - P4 (1620nsf – 3bed/3.5ba)
3 units - P5a (1624nsf – 3bed/+LW/3.5ba)
2 units - P5b (1666nsf – 3bed/+LW/3.5ba)
75 units - Total

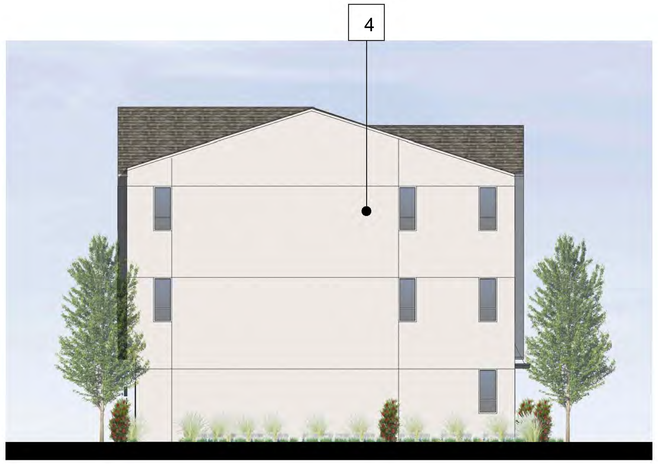
Density: ±27.6 du/ac



Open Space Provided: ±16,000sf(±213sf/unit)

10' Side Setback
Open Space ±1,000sf
10' Side Setback
Plaza (±2,000sf)
10' Setback to Placentia
Neighborhood Entry
Open Space ±10,000sf
Plaza(±2,000sf)
Plaza(±1,000sf)
30' Setback to Orangethorpe for Res.
25' Setback for LW
Neighborhood Entry
PLACENTIA
ORANGETHORPE

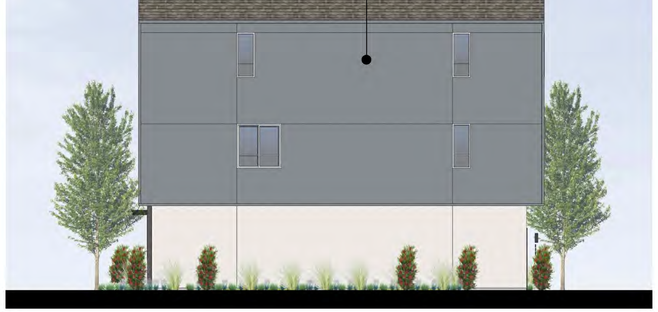




LEFT



FRONT



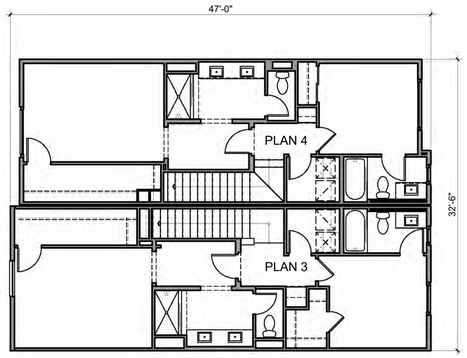
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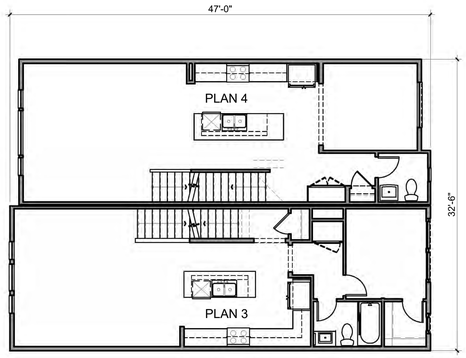
REAR

MATERIAL LEGEND - COLOR SCHEME 1

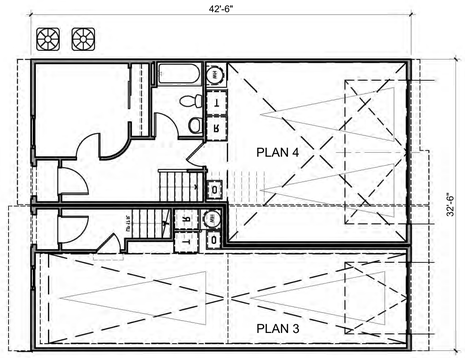
1. COMPOSITE SHINGLE ROOF
2. VERTICAL SIDING (NOT USED)
3. HORIZONTAL SIDING
4. STUCCO
5. FRONT DOOR
6. VINYL WINDOWS
7. METAL RAILING (NOT USED)
8. SLIDING GLASS DOOR (NOT USED)
9. SECTIONAL GARAGE DOOR
10. DECORATIVE LIGHTS & ADDRESS SIGN
11. MECH. CLOSET
12. AWNING
13. FAUX JULIET BALCONY



THIRD FLOOR PLAN

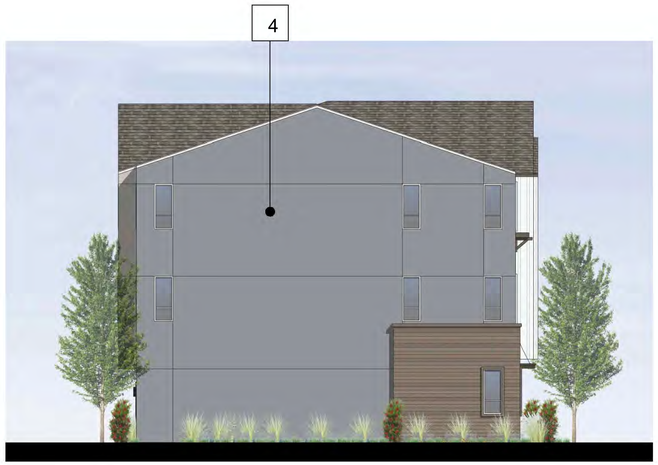


SECOND FLOOR PLAN

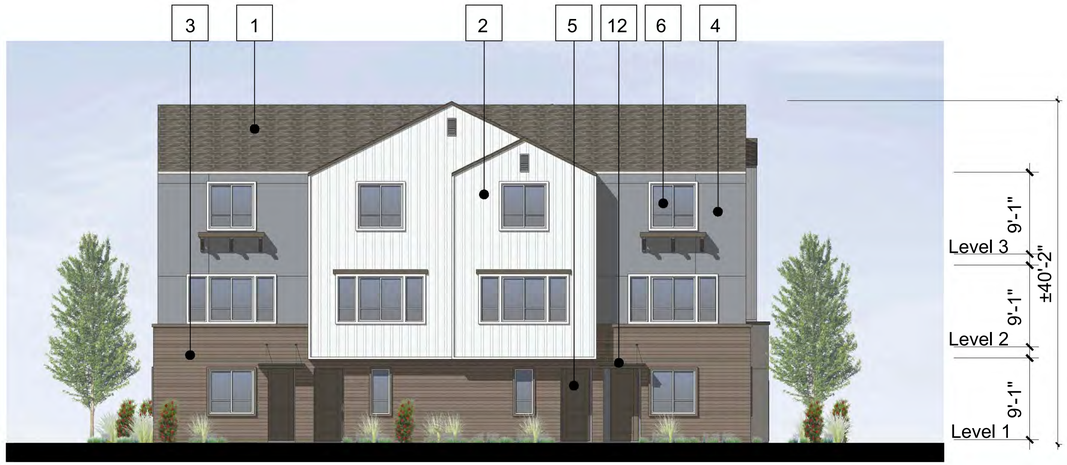


FIRST FLOOR PLAN





LEFT



FRONT



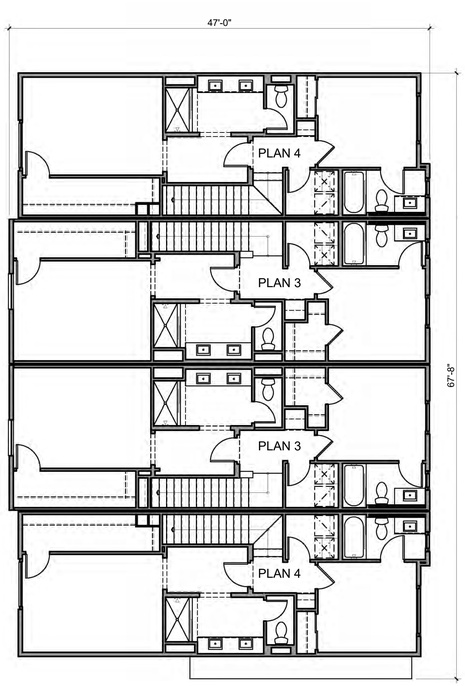
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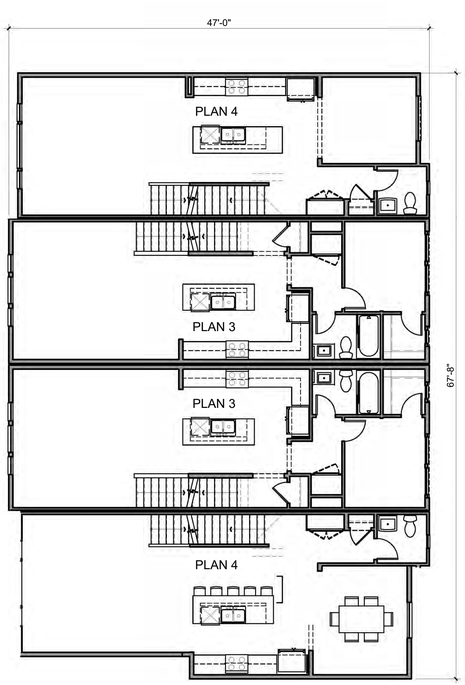
REAR

MATERIAL LEGEND - COLOR SCHEME 1 ENHANCED

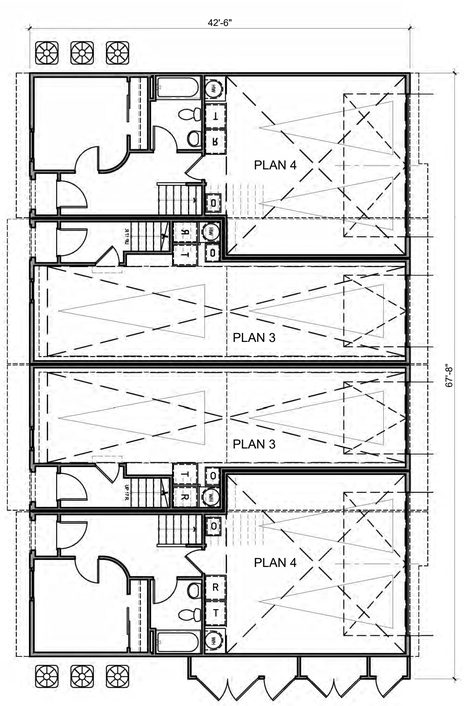
1. COMPOSITE SHINGLE ROOF
2. VERTICAL SIDING
3. HORIZONTAL SIDING
4. STUCCO
5. FRONT DOOR
6. VINYL WINDOWS
7. METAL RAILING (NOT USED)
8. SLIDING GLASS DOOR (NOT USED)
9. SECTIONAL GARAGE DOOR
10. DECORATIVE LIGHTS & ADDRESS SIGN
11. MECH. CLOSET
12. AWNING
13. FAUX JULIET BALCONY



THIRD FLOOR PLAN

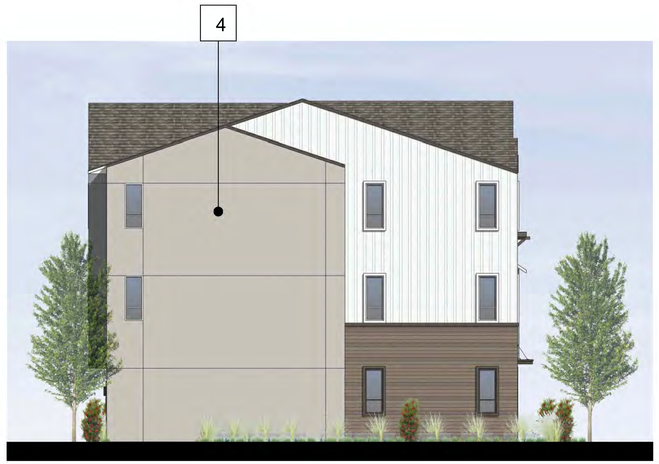


SECOND FLOOR PLAN



FIRST FLOOR PLAN





LEFT



FRONT



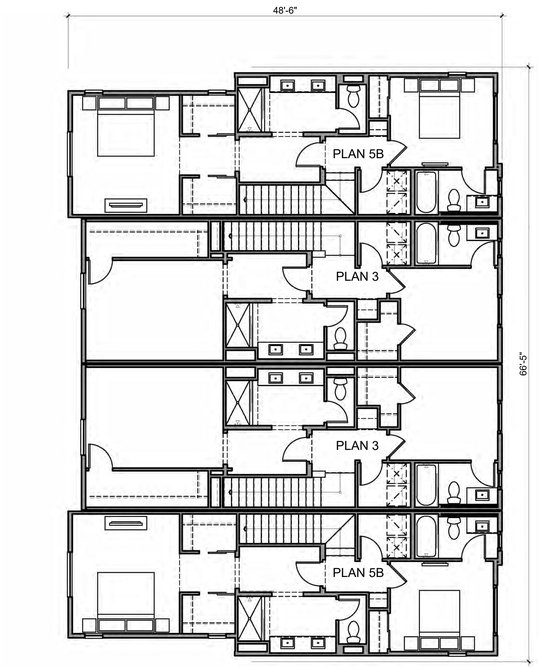
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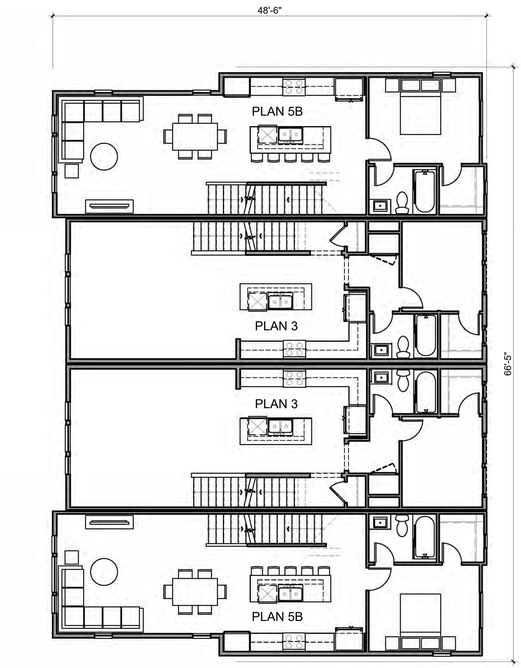
REAR

MATERIAL LEGEND - COLOR SCHEME 2 ENHANCED

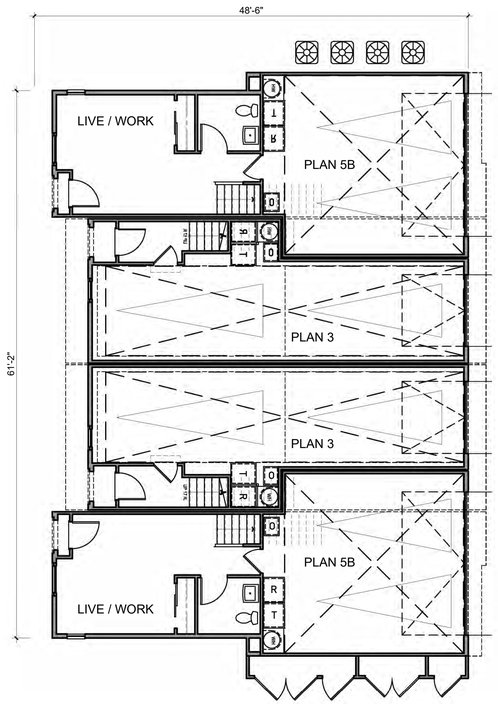
1. COMPOSITE SHINGLE ROOF
2. VERTICAL SIDING
3. HORIZONTAL SIDING
4. STUCCO
5. FRONT DOOR
6. VINYL WINDOWS
7. METAL RAILING (NOT USED)
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9. SECTIONAL GARAGE DOOR
10. DECORATIVE LIGHTS & ADDRESS SIGN
11. MECH. CLOSET
12. AWNING
13. FAUX JULIET BALCONY



THIRD FLOOR PLAN

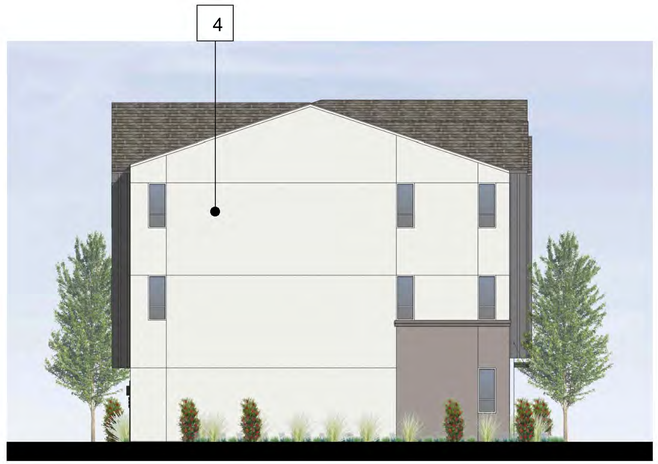


SECOND FLOOR PLAN

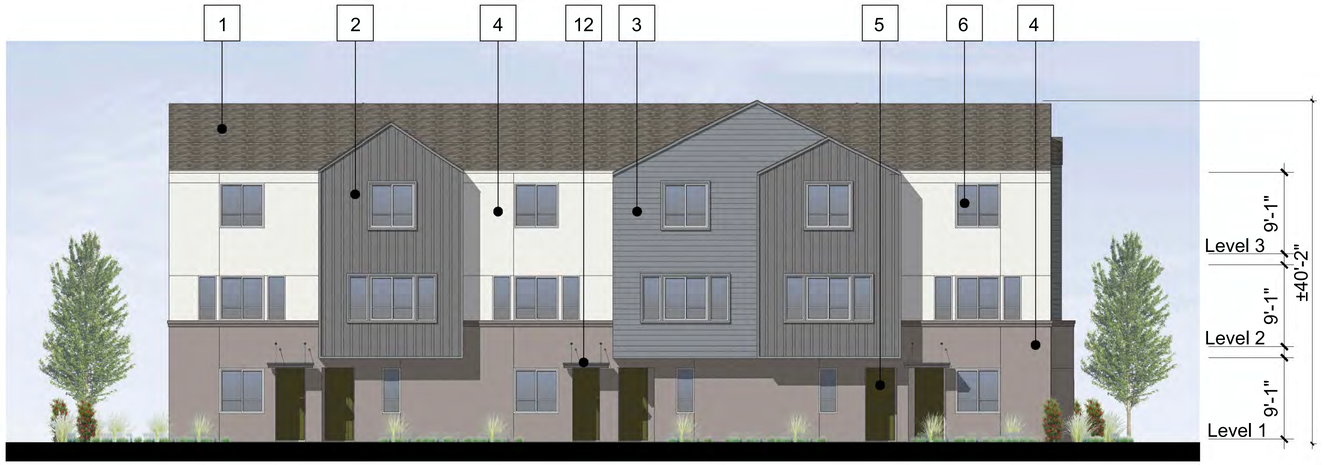


FIRST FLOOR PLAN





LEFT



FRONT



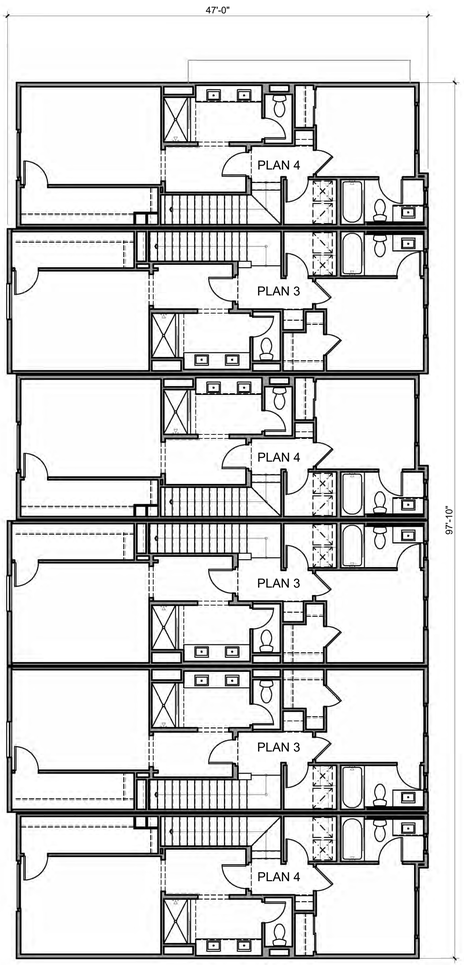
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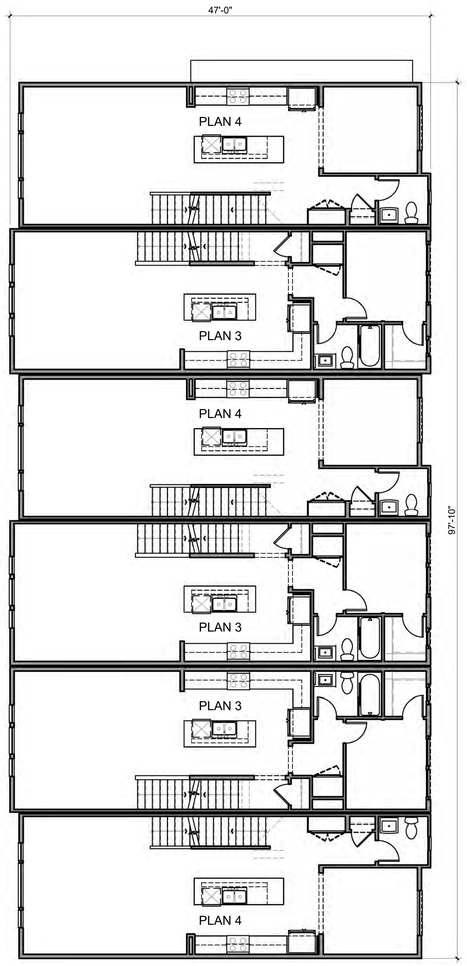
REAR

MATERIAL LEGEND - COLOR SCHEME 1

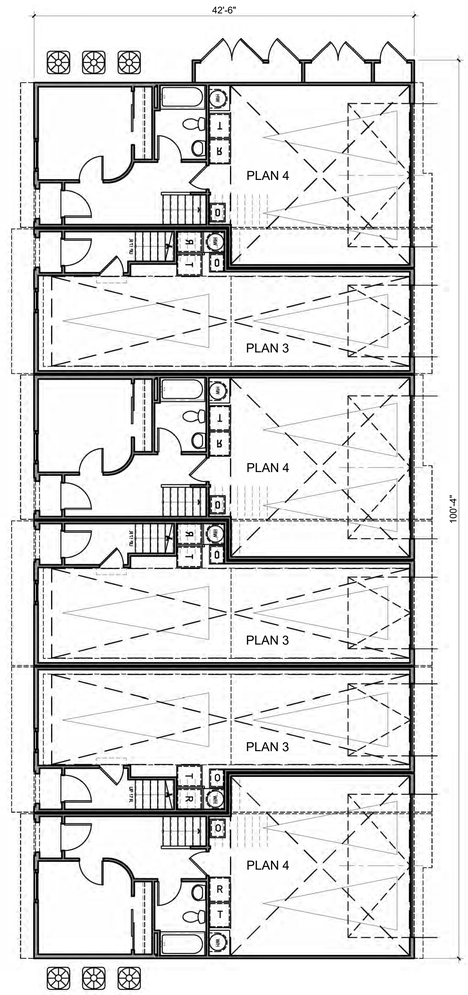
1. COMPOSITE SHINGLE ROOF
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THIRD FLOOR PLAN

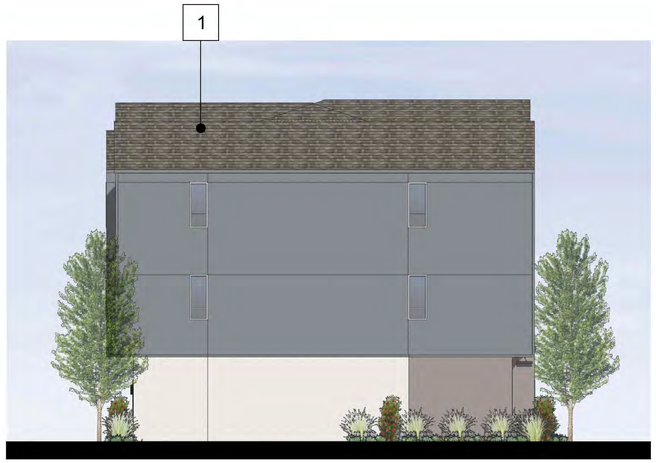


SECOND FLOOR PLAN



FIRST FLOOR PLAN





LEFT



FRONT



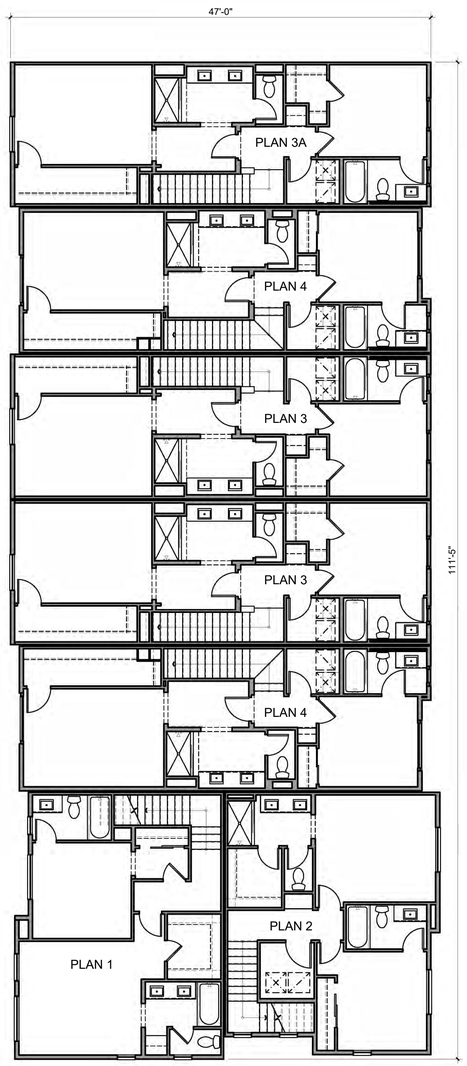
RIGHT



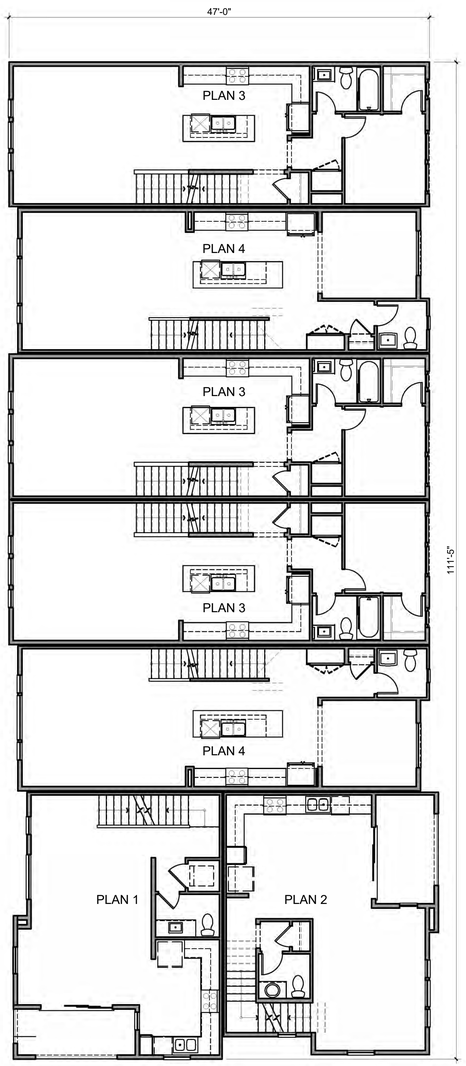
REAR

MATERIAL LEGEND - COLOR SCHEME 1

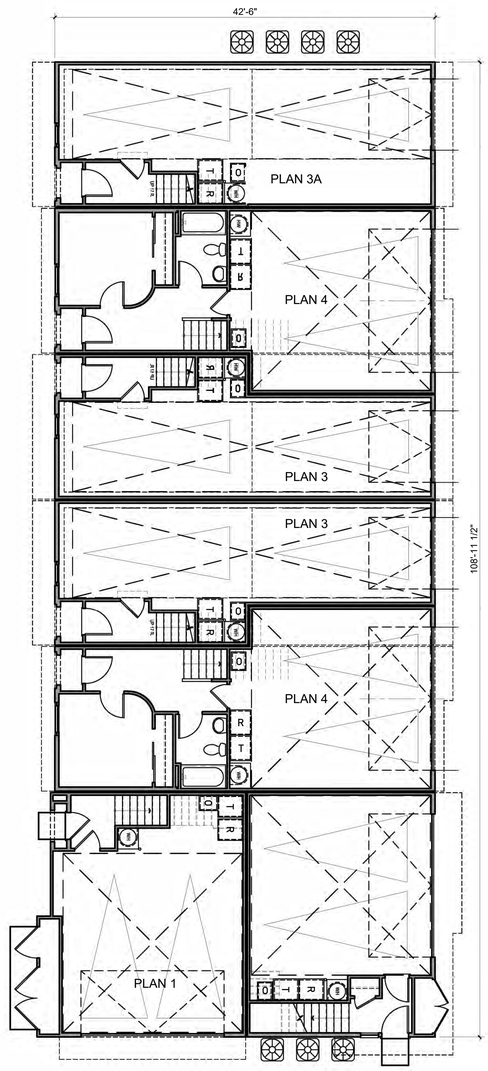
1. COMPOSITE SHINGLE ROOF
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4. STUCCO
5. FRONT DOOR
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THIRD FLOOR PLAN

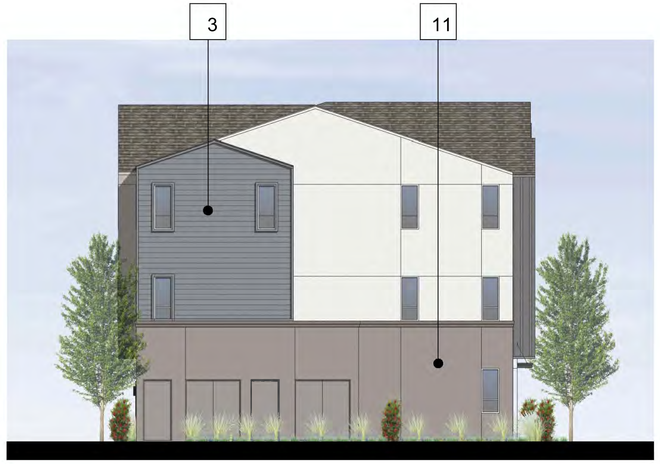


SECOND FLOOR PLAN

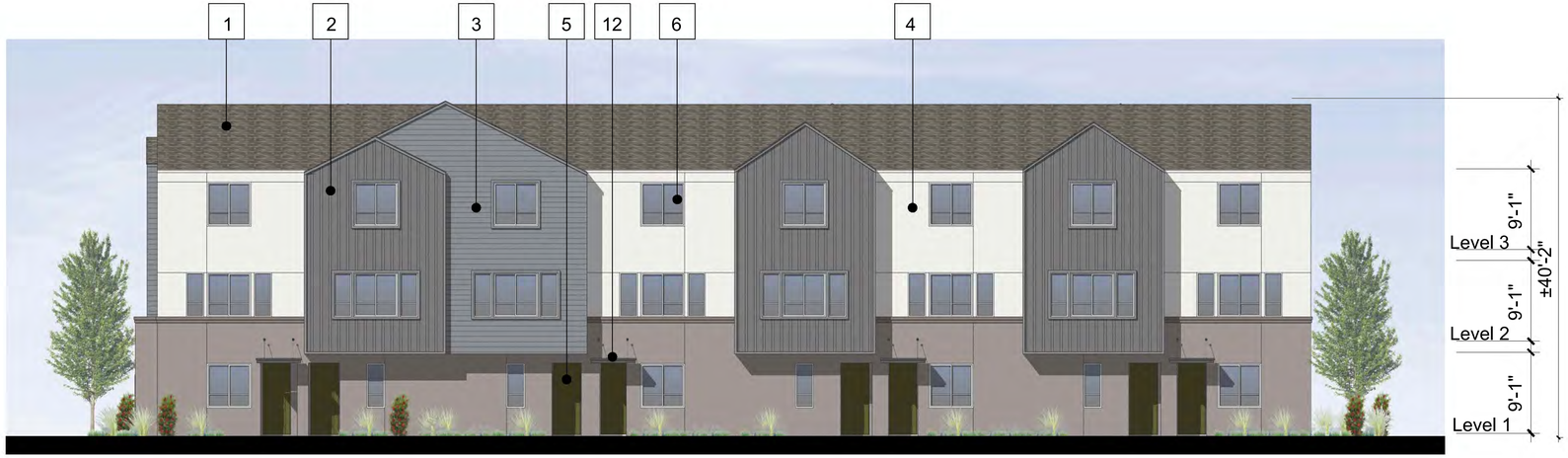


FIRST FLOOR PLAN

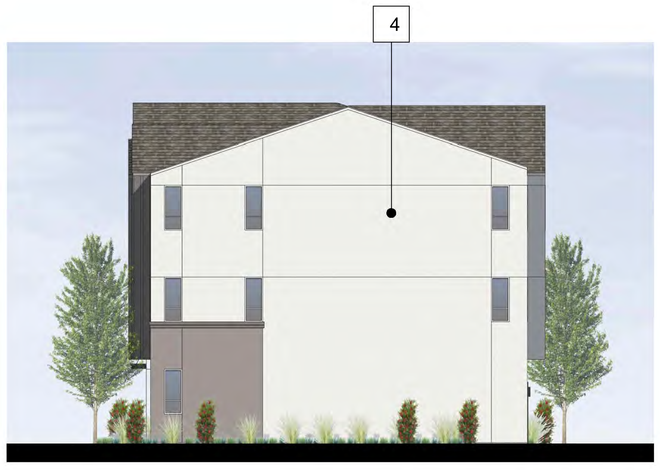




LEFT



FRONT



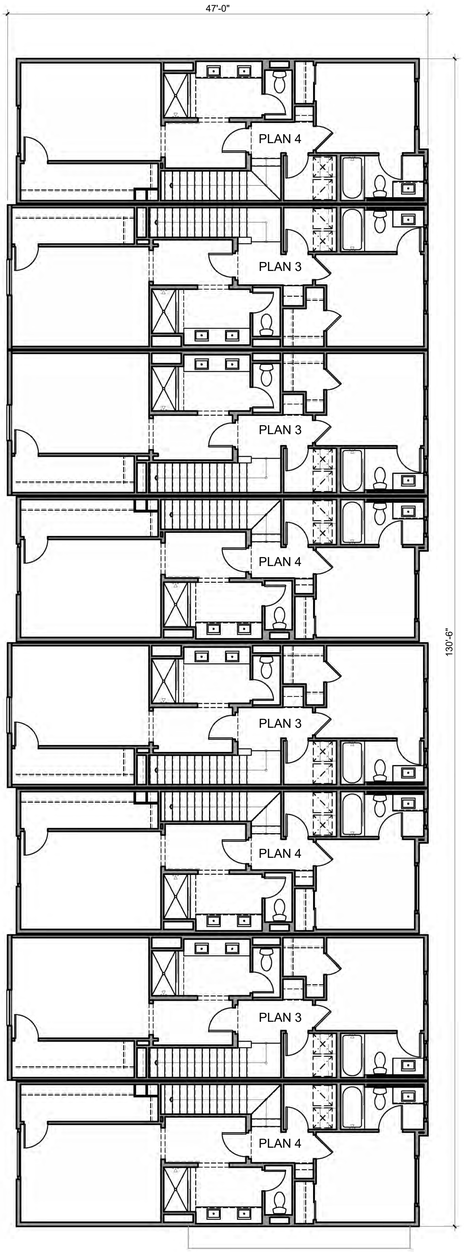
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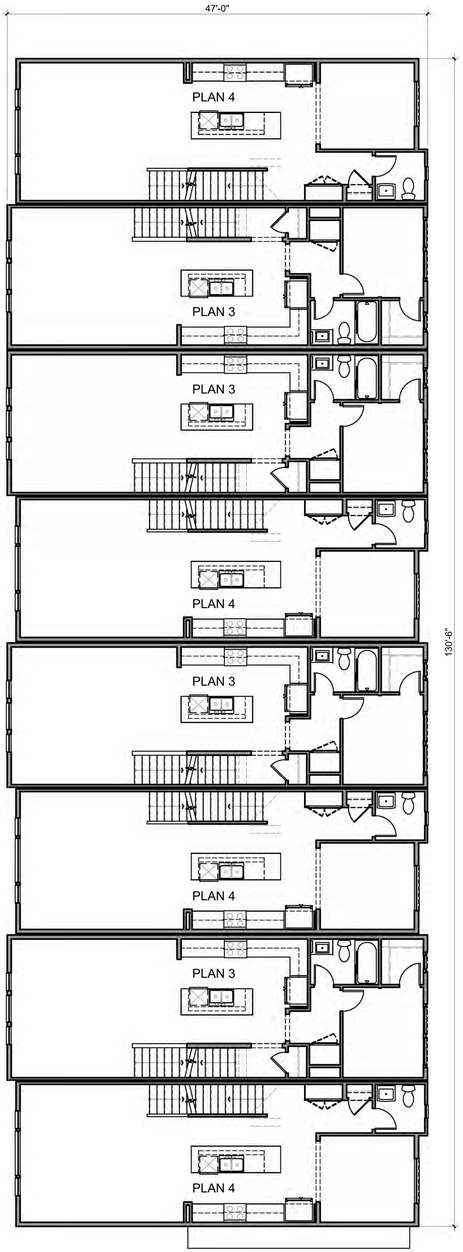
REAR

MATERIAL LEGEND - COLOR SCHEME 1

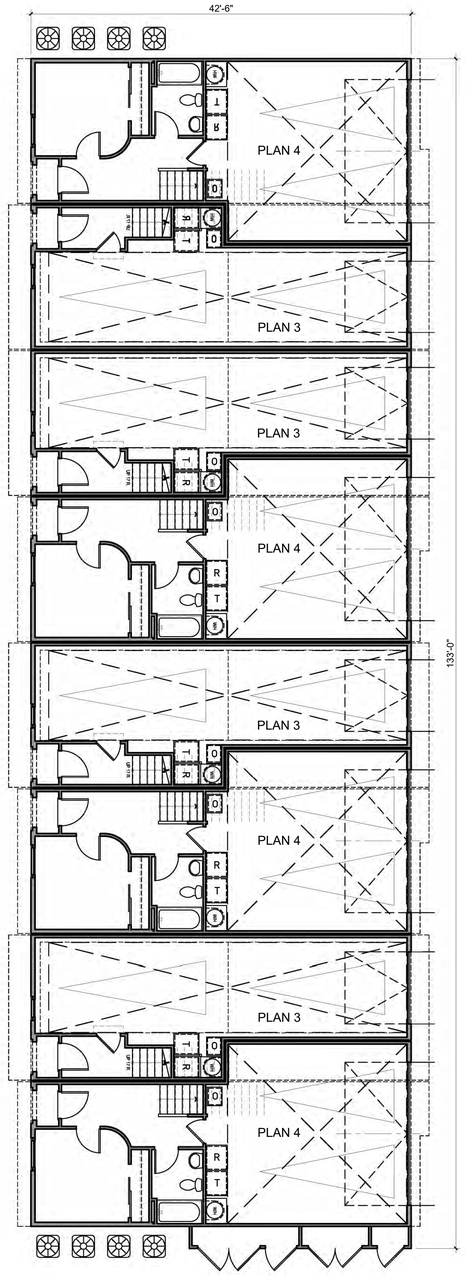
1. COMPOSITE SHINGLE ROOF
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10. DECORATIVE LIGHTS & ADDRESS SIGN
11. MECH. CLOSET
12. AWNING
13. FAUX JULIET BALCONY



THIRD FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

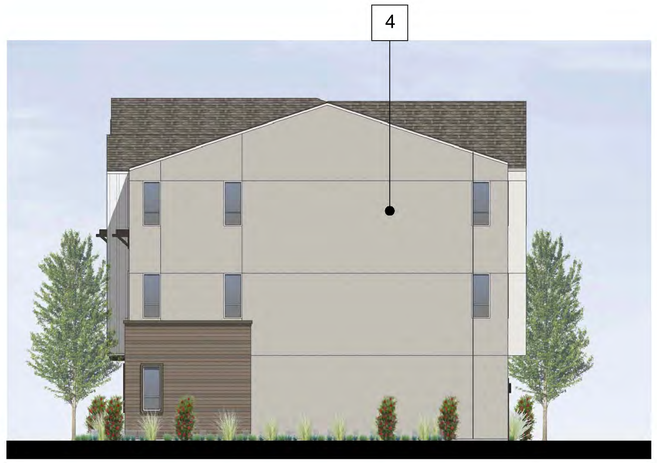




LEFT



FRONT



RIGHT



REAR

MATERIAL LEGEND - COLOR SCHEME 2 ENHANCED

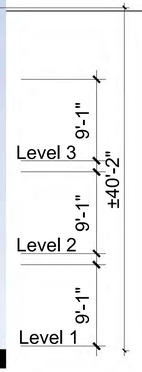
1. COMPOSITE SHINGLE ROOF
2. VERTICAL SIDING
3. HORIZONTAL SIDING
4. STUCCO
5. FRONT DOOR
6. VINYL WINDOWS (NOT USED)
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9. SECTIONAL GARAGE DOOR
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11. MECH. CLOSET
12. AWNING
13. FAUX JULIET BALCONY



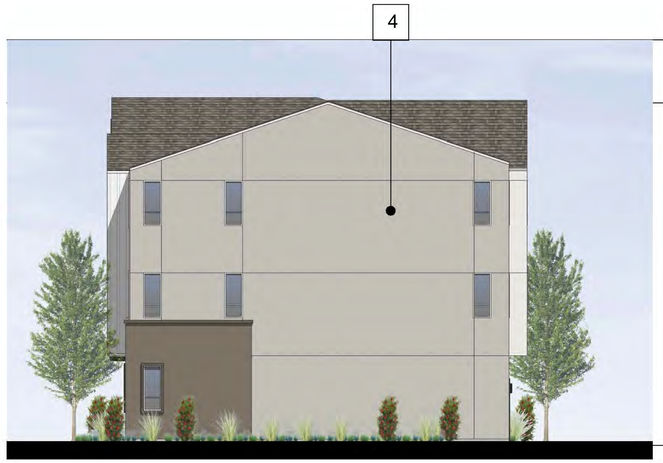


LEFT



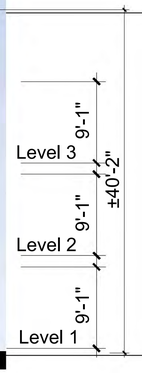


FRONT



RIGHT

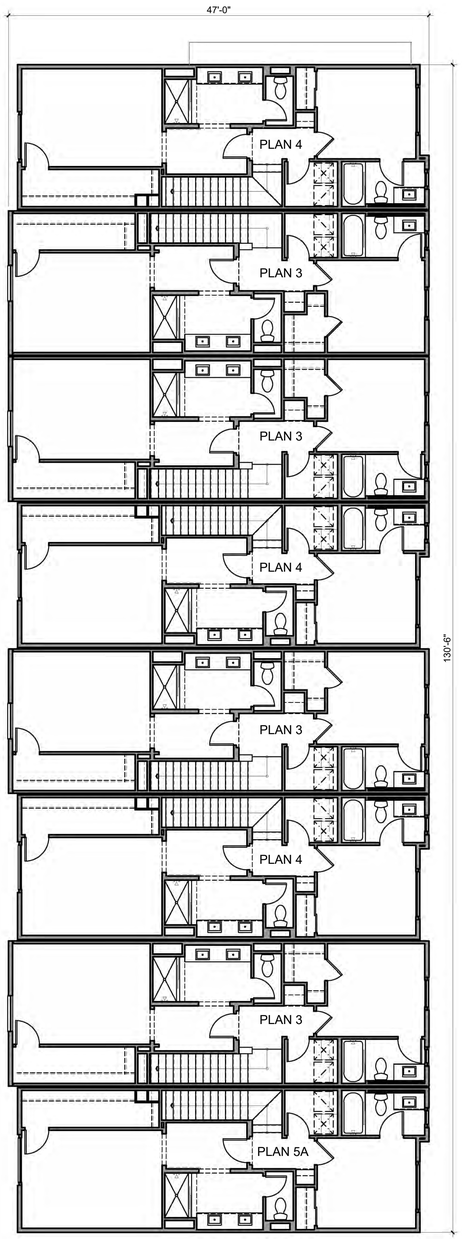




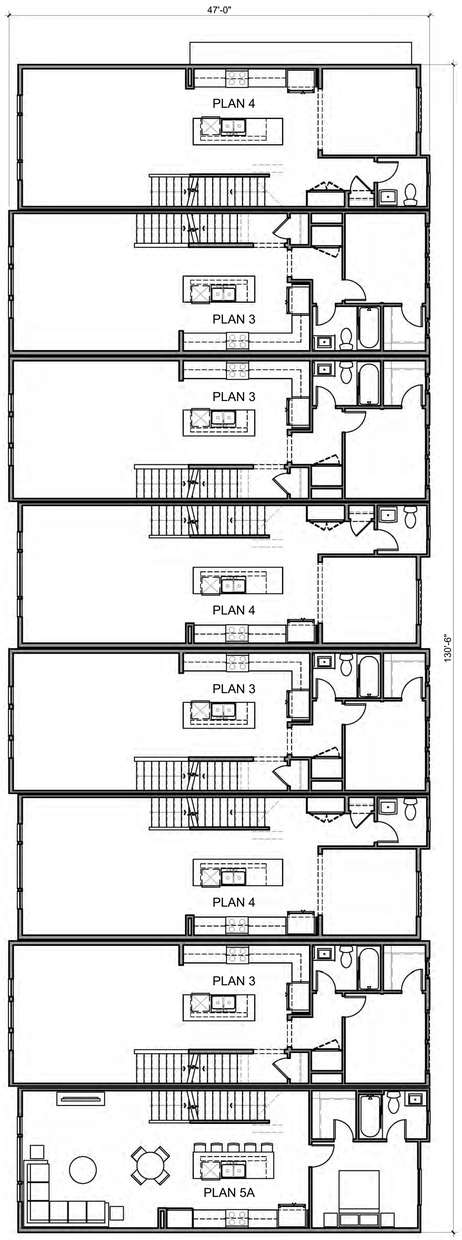
REAR

MATERIAL LEGEND - COLOR SCHEME 2 ENHANCED

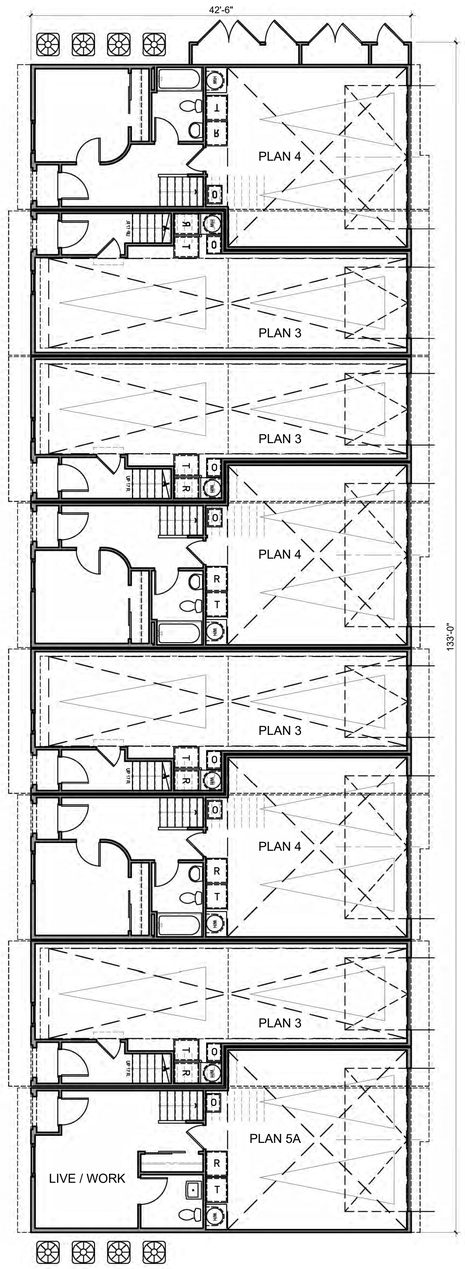
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THIRD FLOOR PLAN

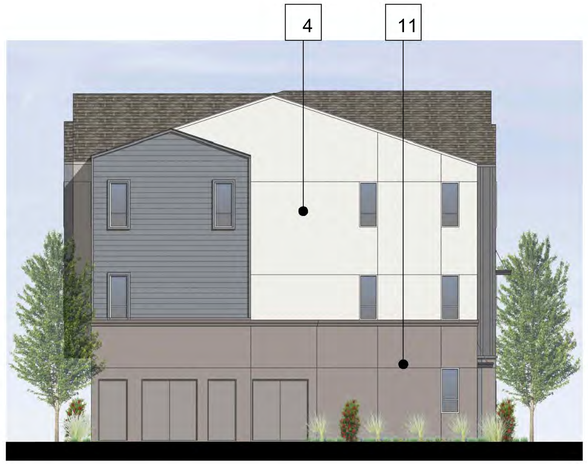


SECOND FLOOR PLAN



FIRST FLOOR PLAN





LEFT



FRONT



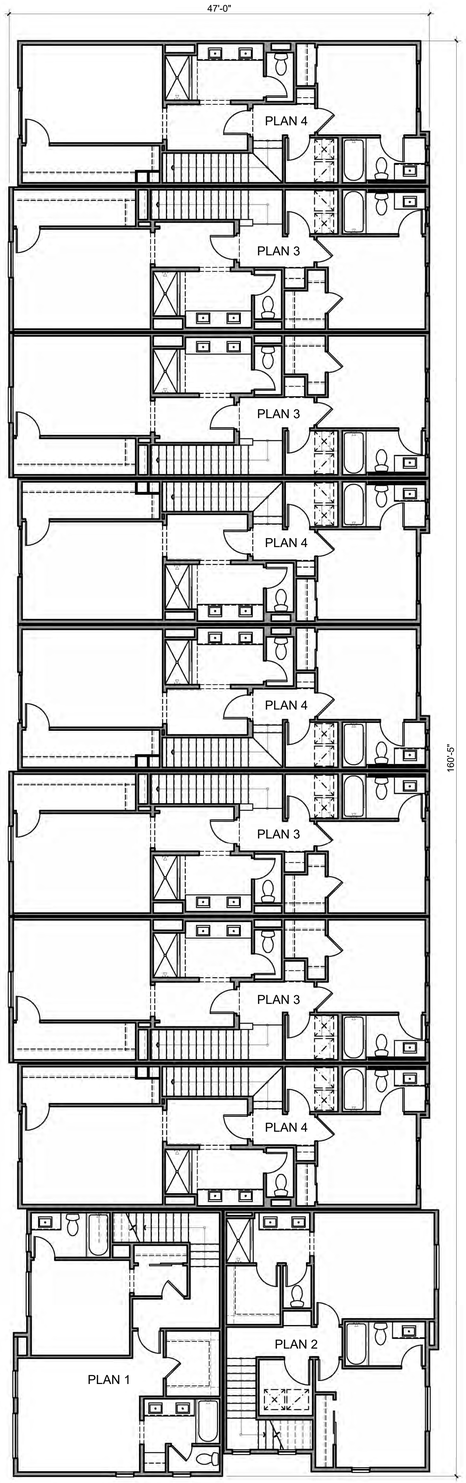
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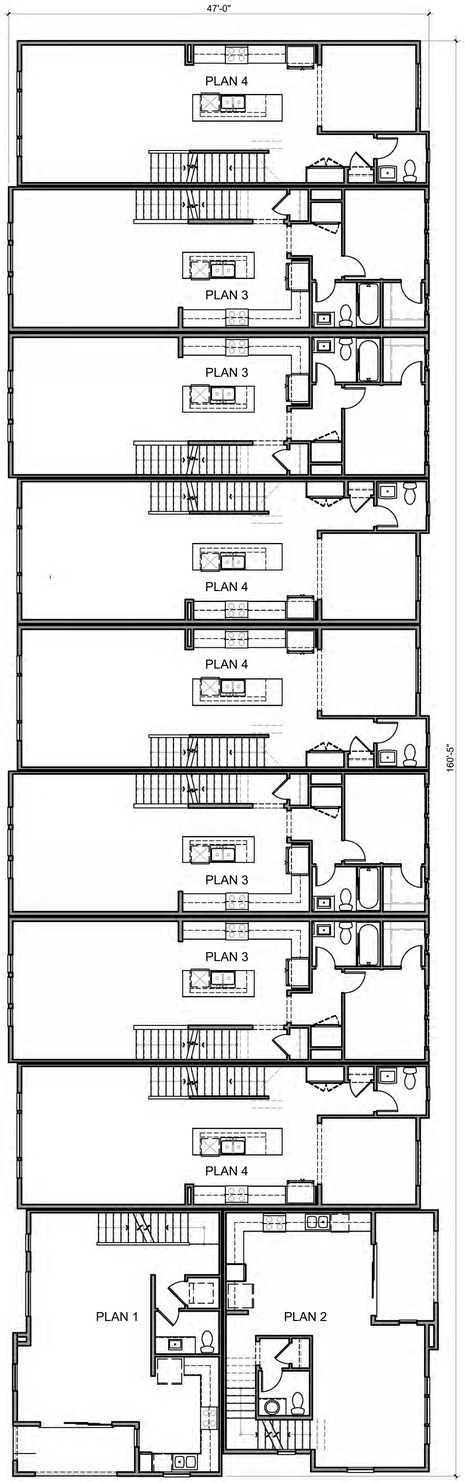
REAR

MATERIAL LEGEND - COLOR SCHEME 1

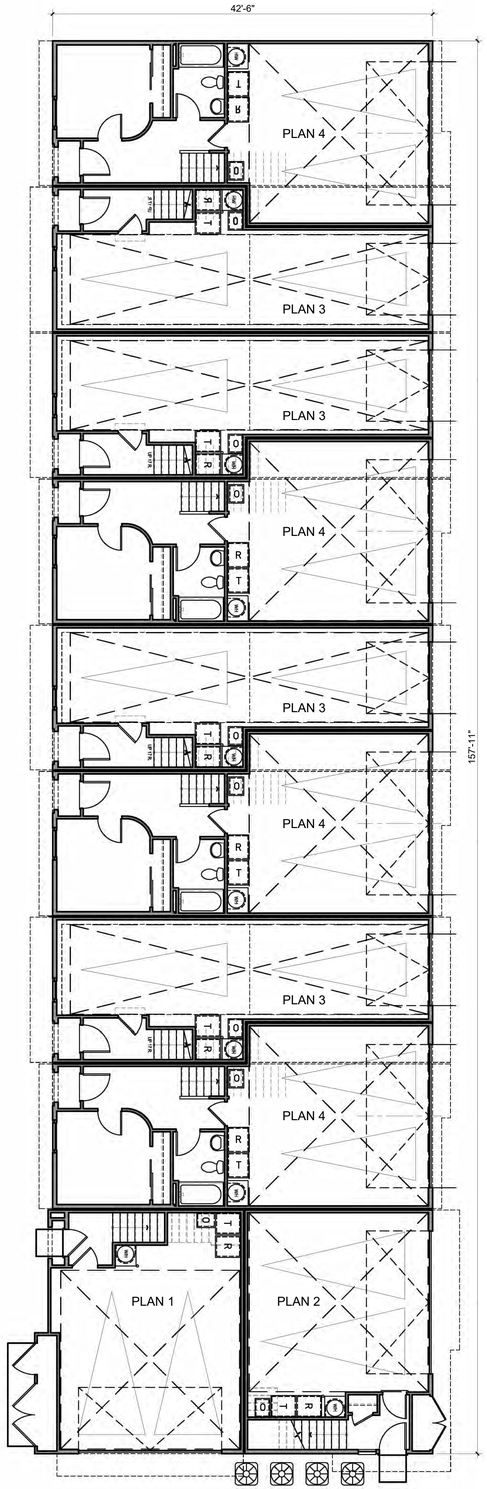
1. COMPOSITE SHINGLE ROOF
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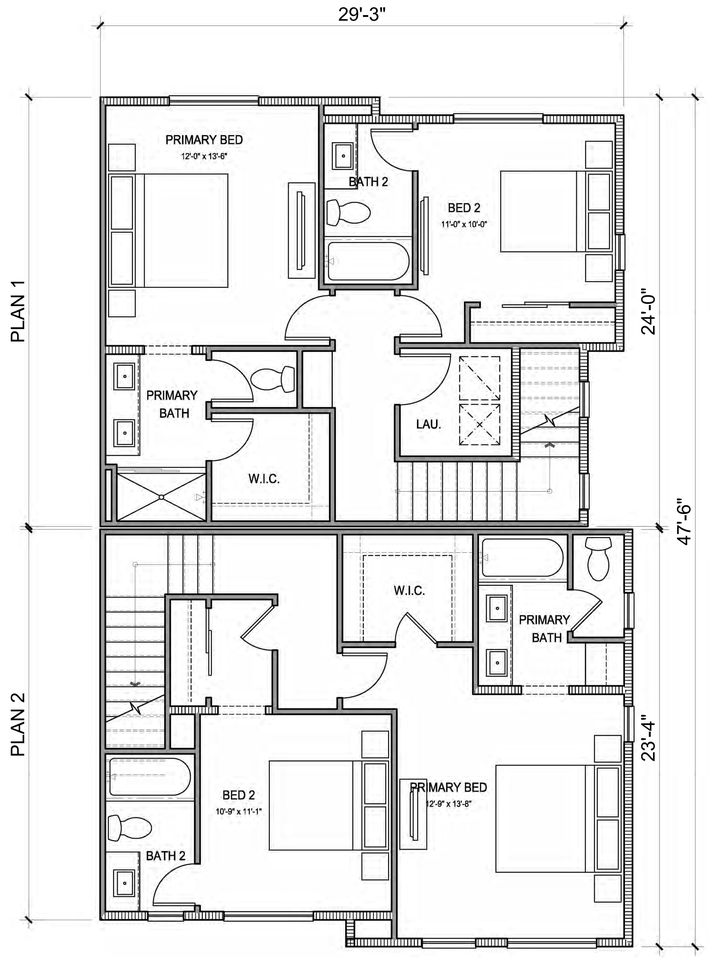
THIRD FLOOR PLAN



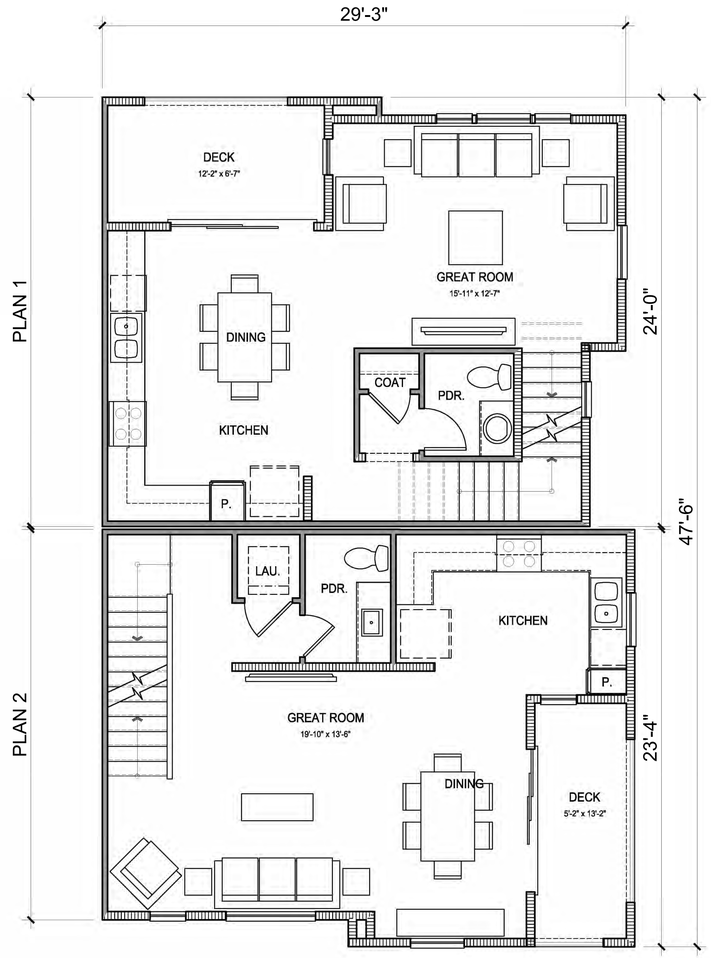
SECOND FLOOR PLAN



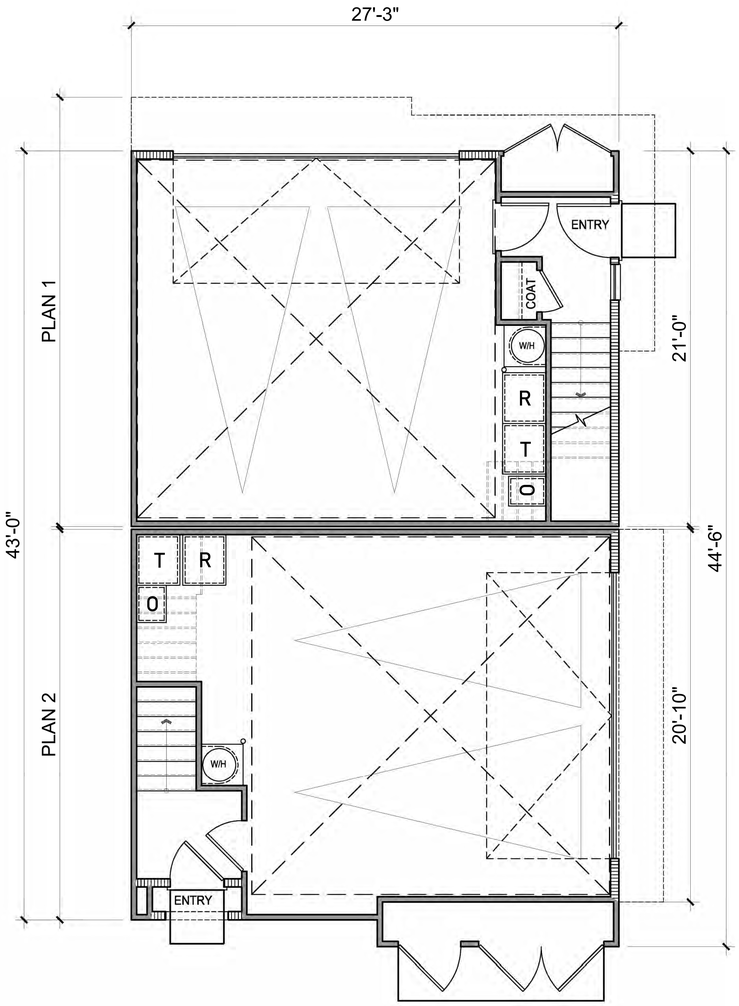
FIRST FLOOR PLAN



THIRD FLOOR PLAN



SECOND FLOOR PLAN



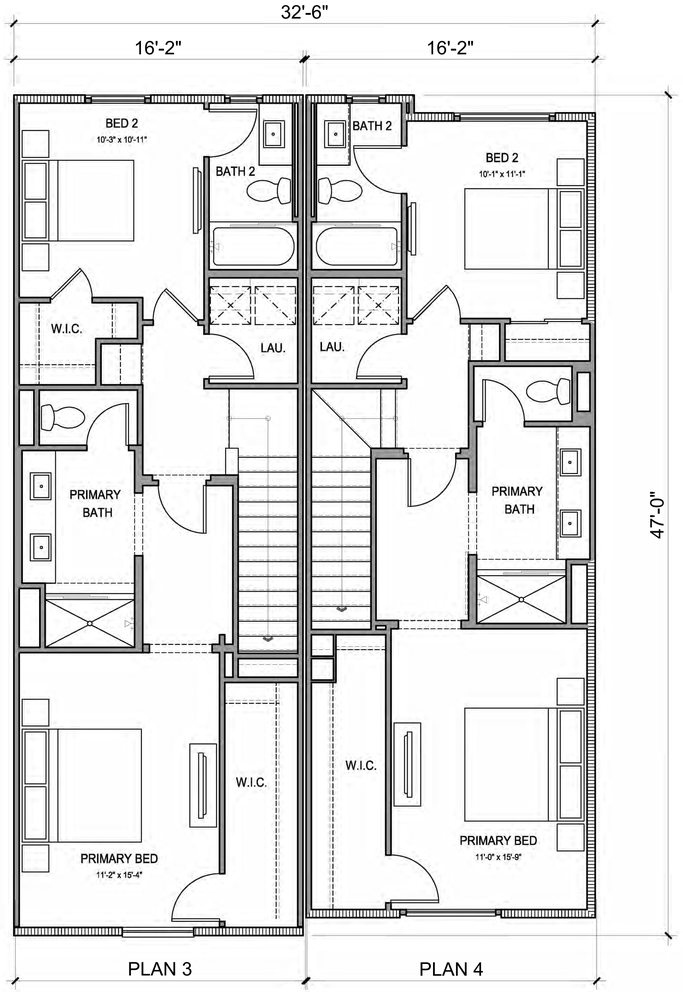
FIRST FLOOR PLAN

PLAN 1 NET SF	
2 BD / 2.5 BA	
1ST FLOOR	97 SQ. FT.
2ND FLOOR	539 SQ. FT.
3RD FLOOR	571 SQ. FT.
TOTAL LIVING	1207 SQ. FT.
DECK	79 SQ. FT.
GARAGE	437 SQ. FT.

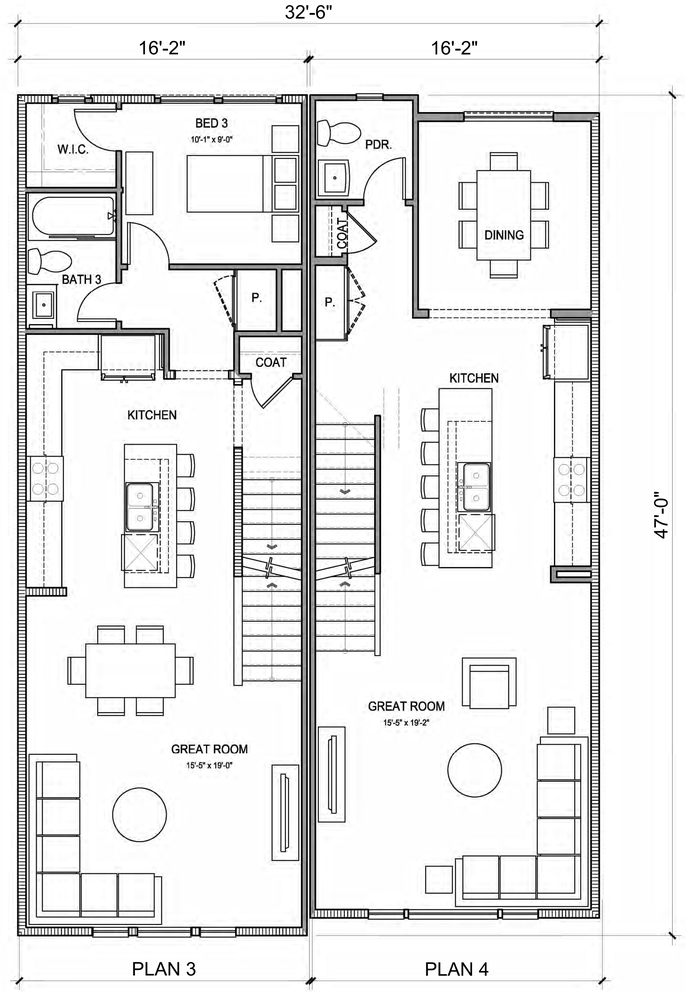
PLAN 2 NET SF	
2 BD / 2.5 BA	
1ST FLOOR	82 SQ. FT.
2ND FLOOR	556 SQ. FT.
3RD FLOOR	582 SQ. FT.
TOTAL LIVING	1220 SQ. FT.
DECK	68 SQ. FT.
GARAGE	484 SQ. FT.

PLAN 1 GROSS SF	
2 BD / 2.5 BA	
1ST FLOOR	109 SQ. FT.
2ND FLOOR	579 SQ. FT.
3RD FLOOR	603 SQ. FT.
TOTAL LIVING	1291 SQ. FT.
DECK	87 SQ. FT.
GARAGE	459 SQ. FT.

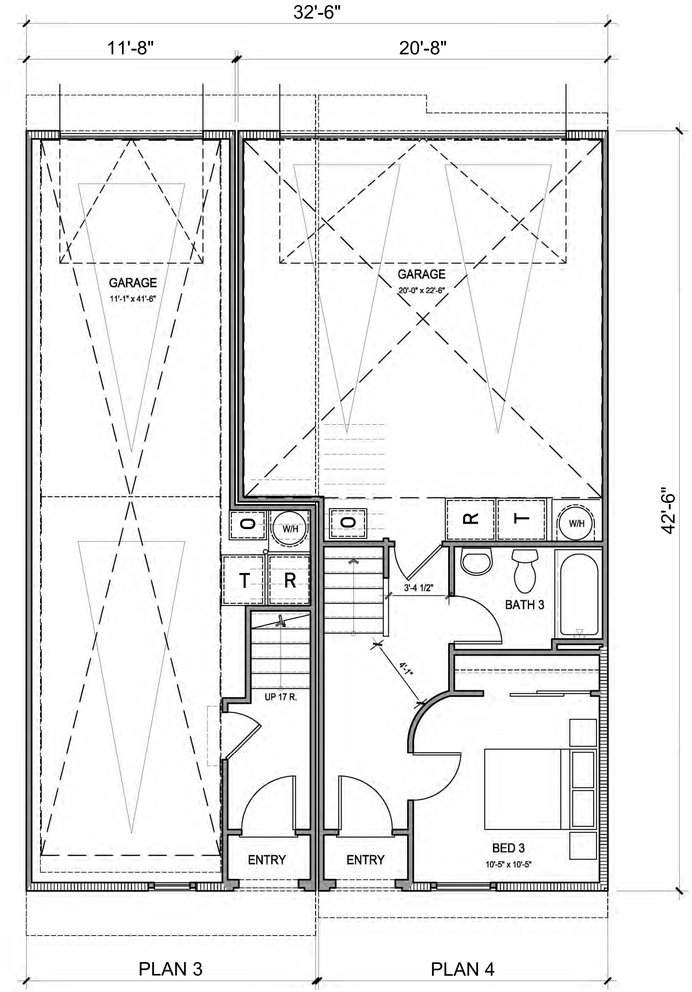
PLAN 2 GROSS SF	
2 BD / 2.5 BA	
1ST FLOOR	91 SQ. FT.
2ND FLOOR	596 SQ. FT.
3RD FLOOR	616 SQ. FT.
TOTAL LIVING	1303 SQ. FT.
DECK	76 SQ. FT.
GARAGE	511 SQ. FT.



THIRD FLOOR PLAN



SECOND FLOOR PLAN



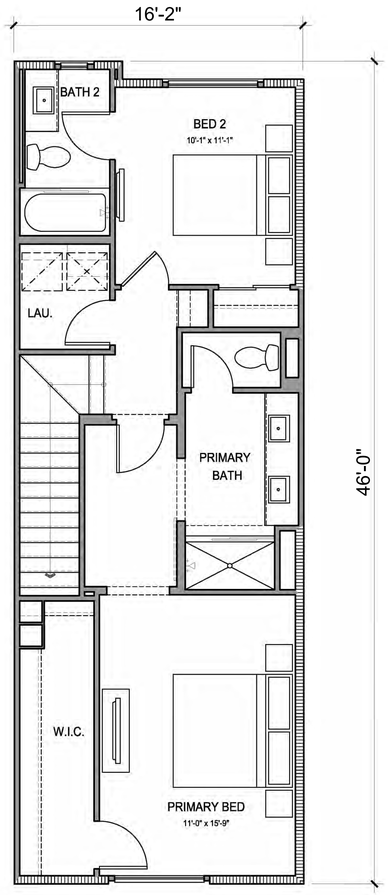
FIRST FLOOR PLAN

PLAN 3 NET SF	
3 BD / 3 BA	
1ST FLOOR	79 SQ. FT.
2ND FLOOR	710 SQ. FT.
3RD FLOOR	665 SQ. FT.
TOTAL LIVING	1454 SQ. FT.
DECK	N/A
GARAGE	486 SQ. FT.

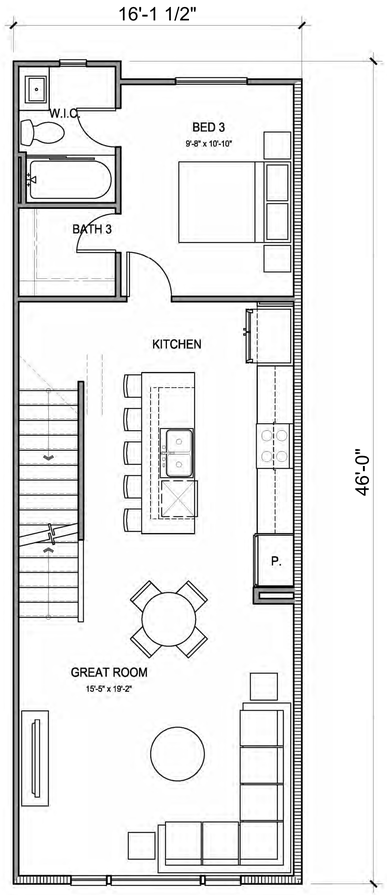
PLAN 4 NET SF	
3 BD / 3.5 BA	
1ST FLOOR	302 SQ. FT.
2ND FLOOR	684 SQ. FT.
3RD FLOOR	634 SQ. FT.
TOTAL LIVING	1620 SQ. FT.
DECK	N/A
GARAGE	441 SQ. FT.

PLAN 3 GROSS SF	
3 BD / 3 BA	
1ST FLOOR	86 SQ. FT.
2ND FLOOR	759 SQ. FT.
3RD FLOOR	703 SQ. FT.
TOTAL LIVING	1547 SQ. FT.
DECK	N/A
GARAGE	517 SQ. FT.

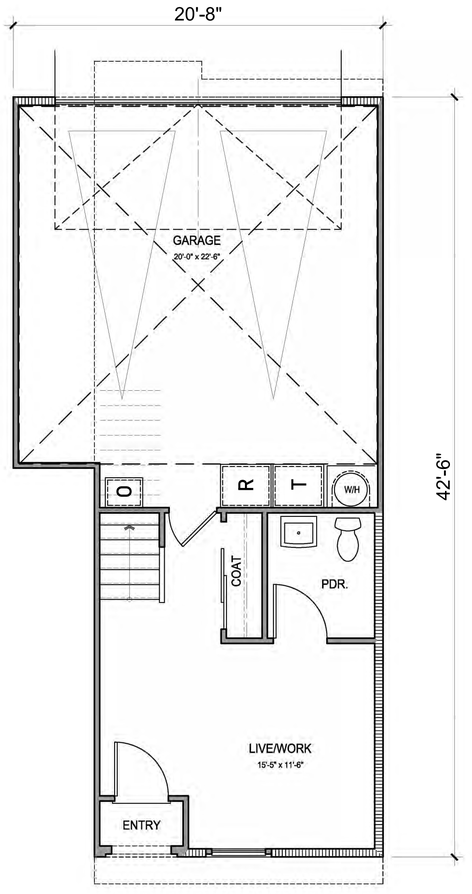
PLAN 4 GROSS SF	
3 BD / 3.5 BA	
1ST FLOOR	322 SQ. FT.
2ND FLOOR	732 SQ. FT.
3RD FLOOR	679 SQ. FT.
TOTAL LIVING	1733 SQ. FT.
DECK	N/A
GARAGE	464 SQ. FT.



THIRD FLOOR PLAN



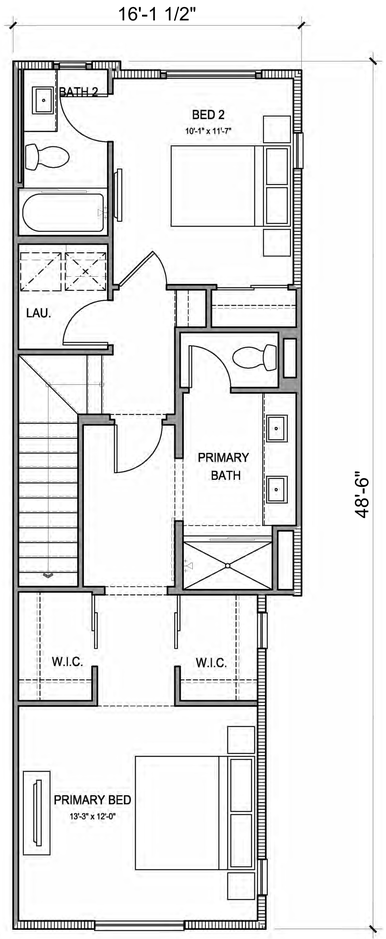
SECOND FLOOR PLAN



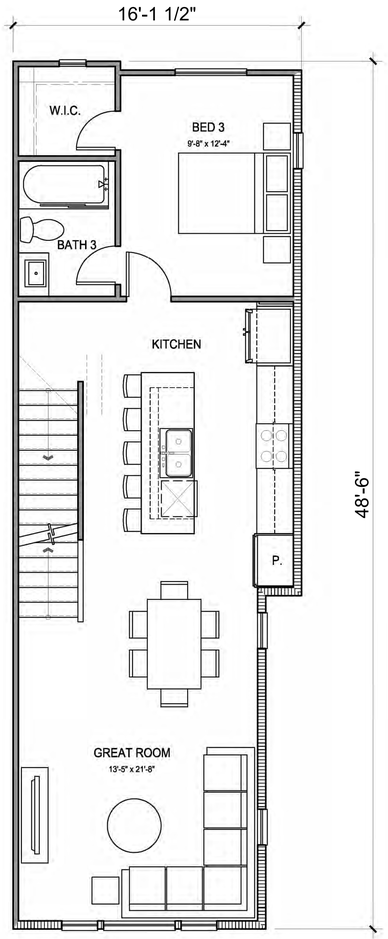
FIRST FLOOR PLAN

PLAN 5A NET SF	
3 BD + LIVE/WORK / 3.5 BA	
1ST FLOOR	315 SQ. FT.
2ND FLOOR	676 SQ. FT.
3RD FLOOR	633 SQ. FT.
TOTAL LIVING	1624 SQ. FT.
DECK	N/A
GARAGE	441 SQ. FT.

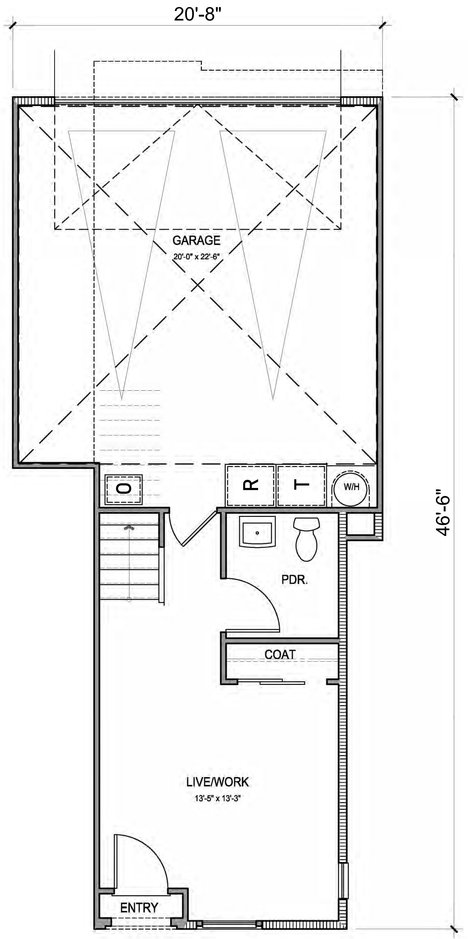
PLAN 5A GROSS SF	
3 BD / 3.5 BA	
1ST FLOOR	338 SQ. FT.
2ND FLOOR	721 SQ. FT.
3RD FLOOR	678 SQ. FT.
TOTAL LIVING	1737 SQ. FT.
DECK	N/A
GARAGE	464 SQ. FT.



THIRD FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

PLAN 5A NET SF	
3 BD + LIVE/WORK / 3.5 BA	
1ST FLOOR	333 SQ. FT.
2ND FLOOR	692 SQ. FT.
3RD FLOOR	642 SQ. FT.
TOTAL LIVING	1666 SQ. FT.
DECK	N/A
GARAGE	441 SQ. FT.

PLAN 5B GROSS SF	
3 BD / 3.5 BA	
1ST FLOOR	359 SQ. FT.
2ND FLOOR	740 SQ. FT.
3RD FLOOR	688 SQ. FT.
TOTAL LIVING	1786 SQ. FT.
DECK	N/A
GARAGE	464 SQ. FT.

BUILDING SUMMARY (PER ARCHITECTURE PLANS)				
BUILDING ID	OCCUPANCY TYPE	CONSTRUCTION TYPE	MAX BUILDING FOOT PRINT (SF)	SPRINKLERED
3–STORY TOWNHOMES	R3	TYPE V–B	6,745 SF	NFPA 13

FIRE FLOW REQUIREMENTS (PER PFLSD GUIDELINES & CFC TABLE 102.1)					
REQUIRED FIRE FLOW (GPM @ 20PSI)	W/SPRINKLER REDUCTION (GPM @ 20PSI)	FLOW DURATION	MIN # OF HYDRANTS	AVERAGE HYDRANT SPACING (FT)	MAXIMUM DISTANCE TO HYDRANT (FT)
3,875	1,875	3 HOUR	2	450	225

ATTACHMENT 19

CFC TABLE B105.1:
Minimum Required Fire Flow and Flow Duration for Buildings as adopted by the City of Placentia

FIRE FLOW CALCULATION AREA (square feet)					FIRE FLOW (gallons/min)		Flow Duration
Type IA and IB	Type IIA and IIIA	Type IV and VA	Type IIIB and IIIB	Type VB	unsprinklered commercial/SFR	sprinklered commercial/SFR	
0-22700	0-12700	0-8200	0-5900	0-3600	1500/1000	1500/1000	2
22701-30200	12701-17000	8201-10900	5901-7900	3601-4800	1750	1500/1000	
30201-38700	17001-21800	10901-12900	7901-9800	4801-6200	2000	1500/1000	
38701-48300	21801-24200	12901-17400	9801-12600	6201-7700	2250	1500/1125	
48301-59000	24201-33200	17401-21300	12601-15400	7701-9400	2500	1500/1250	
59001-70900	33201-39700	21301-25500	15401-18400	9401-11300	2750	1500/1375	
70901-83700	39701-47100	25501-30100	18401-21800	11301-13400	3000	1500	3
83701-97700	47101-54900	30101-35200	21801-25900	13401-15600	3250	1625	
97701-112700	54901-63400	35201-40600	25901-29300	15601-18000	3500	1750	
112701-128700	63401-72400	40601-46400	29301-33500	18001-20600	3750	1875	
128701-145900	72401-82100	46401-52500	33501-37900	20601-23300	4000	2000	4
145901-164200	82101-92400	52501-59100	37901-42700	23301-26300	4250	2125	
164201-183400	92401-103100	59101-66000	42701-47700	26301-29300	4500	2250	
183401-203700	103101-114600	66001-73300	47701-53000	29301-32600	4750	2375	
203701-225200	114601-126700	73301-81100	53001-58600	32601-36000	5000	2500	
225201-247700	126701-139400	81101-89200	58601-64400	36001-39600	5250	2625	
247701-271200	139401-152600	89201-97700	64401-70600	39601-43400	5500	2750	
271201-295900	152601-166500	97701-106500	70601-77000	43401-47400	5750	2875	
295901+	166501+	106501-115800	77001-83700	47401-51500	6000	3000	
		115801-125500	83701-90600	51501-55700	6250	3125	
		125501-135500	90601-97900	55701-60200	6500	3250	
		135501-145800	97901-106800	60201-64800	6750	3375	
		145801-156700	106801-113200	64801-69600	7000	3500	
		156701-167900	113201-121300	69601-74600	7250	3625	
		167901-179400	121301-129600	74601-79800	7500	3750	
		179401-191400	129601-138300	79801-85100	7750	3875	
		191401+	138301+	85101+	8000	4000	

Minimum fire flow for a detached, unsprinklered single-family residence/duplex up to 3600 sq.ft. is 1000 gpm.

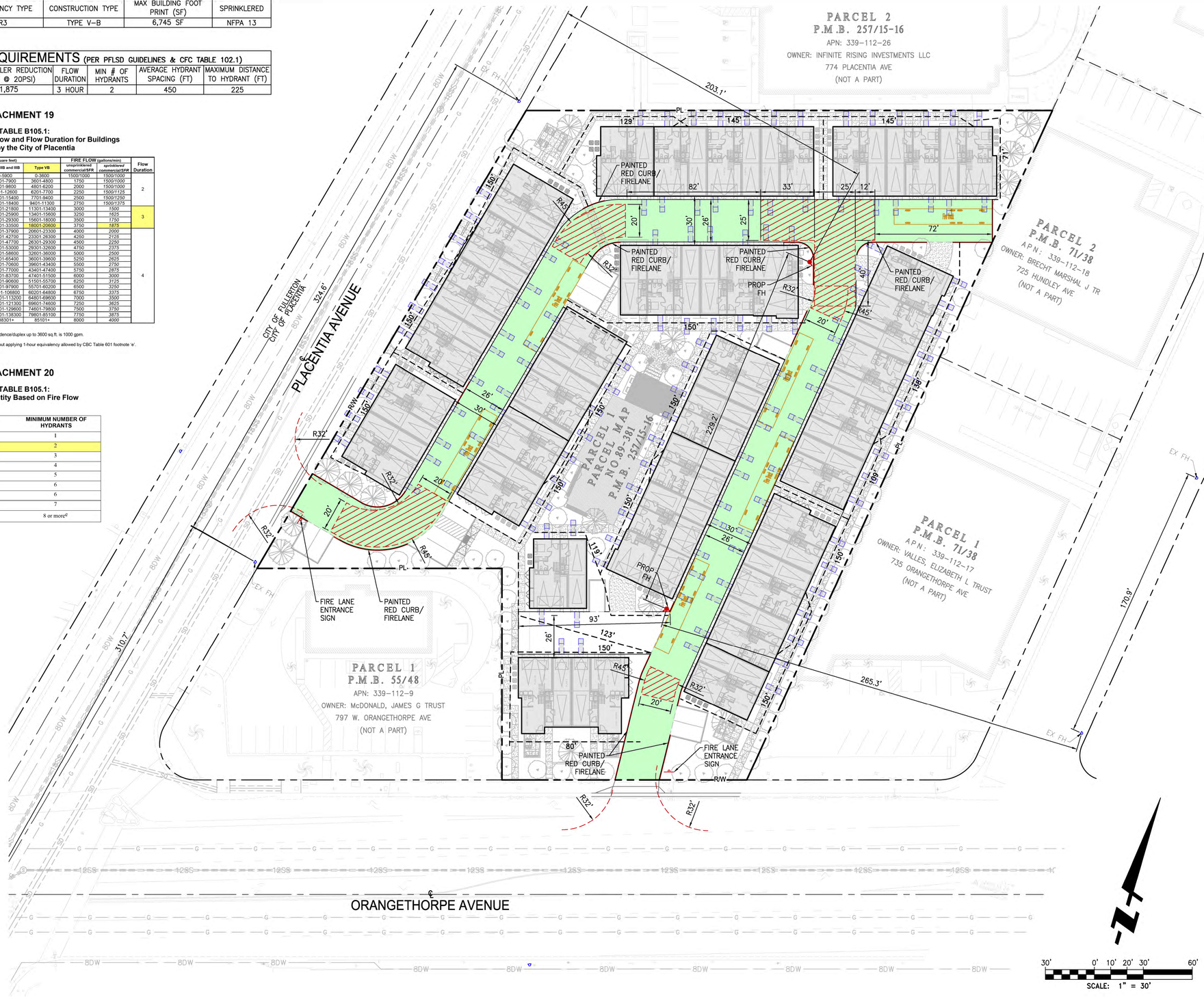
Construction Types shall be based upon actual construction without applying 1-hour equivalency allowed by CBC Table 601 footnote 'e'.

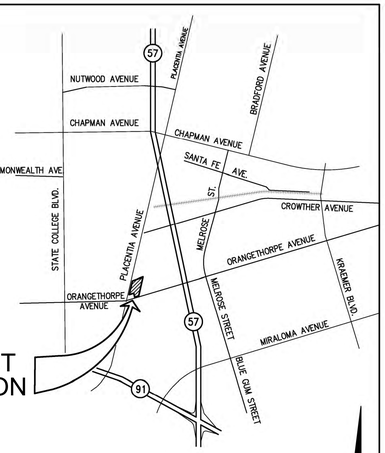
Fire flow measured at 20 psi.

ATTACHMENT 20

CFC TABLE B105.1:
Hydrant Quantity Based on Fire Flow

FIRE-FLOW REQUIREMENT (gpm)	MINIMUM NUMBER OF HYDRANTS
1,750 or less	1
1,751–2,250	2
2,251–3,250	3
3,251–4,000	4
4,001–5,000	5
5,001–5,500	6
5,501–6,000	6
6,001–7,000	7
7,001 or more	8 or more[c]





VICINITY MAP
NOT TO SCALE

SCOPE OF WORK

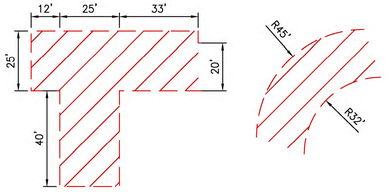
TO PERMIT THE DEVELOPMENT OF 11 THREE-STORY, TOWNHOME-STYLE BUILDINGS CONSISTING OF 75 CONDOMINIUM UNITS, INCLUDING FIVE LIVE-WORK UNITS, ON A 2.72-ACRE DEVELOPED SITE. THE PROJECT ALSO INCLUDES TWO OPEN PLAZA AREAS TOTALING 3,000 SQUARE FEET, ALONG WITH ENHANCED LANDSCAPING AND HARDSCAPE IMPROVEMENTS

PROJECT INFORMATION

ADDRESS: 777 W ORANGETHORPE AVENUE, PLACENTIA, CA 92870
APN: 339-112-27

CITY OF PLACENTIA
FIRE TURN TEMPLATES

FIRE DEPARTMENT ACCESS & WATER REQUIREMENTS FOR COMMERCIAL & RESIDENTIAL DEVELOPMENT - ATTACHMENT 6 & 7



LEGEND

- CENTERLINE
- EX EASEMENT LINE
- EX R/W OR PROPERTY LINE
- EX PUBLIC FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- PROPOSED FIRE ACCESS ROADWAY
- FIRE LADDER PAD
- FIRE ACCESS HAMMERHEAD TURNING AREA
- HOSE PULL LENGTH FROM FIRE TRUCK
- FIRE TRUCK

NEW PAVEMENT CERTIFICATION

FIRE ACCESS ROADS SHALL BE DESIGNED, CONSTRUCTED, AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF PLACENTIA FIRE APPARATUS WITH A TOTAL WEIGHT OF 75,000 POUNDS. APPARATUS WEIGHT IS DISTRIBUTED AS 50,000 POUNDS ON TANDEM REAR AXELS, AND 25,000 POUNDS ON THE FRONT AXLE. THE SURFACE SHALL BE DESIGNED, CONSTRUCTED, AND MAINTAINED TO PROVIDE ALL-WEATHER DRIVING CAPABILITIES. A 20-FOOT MINIMUM ROAD WIDTH IS REQUIRED.

30' 0' 10' 20' 30' 60'
SCALE: 1" = 30'

ORANGETHORPE & PLACENTIA

PLACENTIA, CA

FIRE MASTER PLAN

FUSCOE ENGINEERING
600 Wilshire Blvd, Suite 1470
Los Angeles, Ca 90017
213.988.8802
fuscoe.com

FMP-1

Scale AS SHOWN
Job No. 1404-007
Date 2/18/26

P:\PROJECTS\1404-007\PLANS\DISTRIBUTE\DESIGN\CONCEPTUAL GRADING PLAN\1404-007-CGDSHP.DWG (02-18-2026 3:41:19PM) Plotted by: jjim

PLACENTIA FIRE DEPARTMENT ACCESS & WATER PLAN NOTES

INSPECTION REQUIREMENTS

1. PLACENTIA SITE INSPECTIONS ARE REQUIRED FOR THIS PROJECT. PLEASE SCHEDULE ALL FIELD INSPECTIONS AT LEAST 48 HOURS IN ADVANCE. INSPECTIONS CANCELED AFTER 1 P.M. ON THE DAY BEFORE THE SCHEDULED DATE WILL BE SUBJECT TO A RE-INSPECTION FEE. CALL (714) 993-8135 OR EMAIL FIRECRR@PLACENTIA.ORG TO SCHEDULE INSPECTIONS.
2. A LUMBER DROP INSPECTION SHALL BE PERFORMED PRIOR TO BRINGING COMBUSTIBLE MATERIALS (OR COMBUSTIBLE FIXTURES AND FINISHES FOR STRUCTURES OF NON-COMBUSTIBLE CONSTRUCTION). ALL-WEATHER ACCESS ROADS CAPABLE OF SUPPORTING 75,000 LBS., TOPPED WITH ASPHALT, CONCRETE, OR EQUIVALENT SHALL BE IN PLACE AND HYDRANTS OPERATIONAL AT TIME OF LUMBER DROP INSPECTION.
3. FOR PROJECTS WITH FUEL MODIFICATION, A VEGETATION CLEARANCE INSPECTION IS REQUIRED PRIOR TO A LUMBER DROP INSPECTION. USE THE FUEL MODIFICATION PLAN SERVICE REQUEST NUMBER TO SCHEDULE THE VEGETATION CLEARANCE INSPECTION.
4. PHASED INSTALLATION OF FIRE ACCESS ROADS REQUIRES ADDITIONAL INSPECTIONS NOT COVERED BY THE FEES PAID AT PLAN SUBMITTAL. CONTACT (714) 993-8135 OR EMAIL FIRECRR@PLACENTIA.ORG TO ARRANGE FOR ADDITIONAL INSPECTIONS THAT MAY BE NEEDED AND ANY FEES THAT MAY BE DUE.
5. AN ORIGINAL APPROVED, SIGNED, WET-STAMPED PLACENTIA FIRE ACCESS & WATER PLAN SHALL BE AVAILABLE ON-SITE AT TIME OF INSPECTION.
6. ACCESS ROADS AND HYDRANTS SHALL BE MAINTAINED AND REMAIN CLEAR OF OBSTRUCTIONS AT ALL TIMES DURING AND AFTER CONSTRUCTION. AREAS WHERE PARKING IS NOT PERMITTED SHALL BE CLEARLY IDENTIFIED AT ALL TIMES. OBSTRUCTION OF FIRE LANES AND HYDRANTS MAY RESULT IN CANCELLATION OR SUSPENSION OF INSPECTIONS.
7. TEMPORARY FUEL TANKS OF 60 OR MORE GALLONS SHALL BE REVIEWED, INSPECTED, AND PERMITTED BY THE PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT PRIOR TO USE.
8. THE PROJECT ADDRESS SHALL BE CLEARLY POSTED AND VISIBLE FROM THE PUBLIC ROAD DURING CONSTRUCTION.
9. ALL GATES IN CONSTRUCTION FENCING SHALL BE EQUIPPED WITH EITHER A KNOX OR BREAKAWAY PADLOCK.
10. BUILDINGS OF FOUR OR MORE STORIES SHALL BE PROVIDED WITH STAIRS AND A STANDPIPE BEFORE REACHING 40 FEET IN HEIGHT.

GENERAL REQUIREMENTS

11. FIRE LANE WIDTHS SHALL BE MEASURED FROM TOP FACE OF THE CURB TO TOP FACE OF THE CURB FOR FIRE LANES WITH STANDARD CURBS AND GUTTERS AND FROM FLOW-LINE TO FLOW-LINE FOR FIRE LANES WITH MODIFIED CURB DESIGNS (E.G., ROLLED, RAMPED, ETC.). THE DEVELOPER IS RESPONSIBLE TO VERIFY THAT ALL APPROVED PUBLIC WORKS OR GRADING DEPARTMENT STREET IMPROVEMENT PLANS OR PRECISE GRADING PLANS CONFORM TO THE MINIMUM STREET WIDTH MEASUREMENTS PER THE APPROVED PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT ACCESS & WATER PLAN AND STANDARDS IDENTIFIED IN PLACENTIA FIRE PREVENTION BUREAU ACCESS & WATER GUIDELINE FOR ALL PORTIONS OF THE FIRE ACCESS ROADS.
12. PERMANENT, TEMPORARY, AND PHASED EMERGENCY ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT AN IMPOSED LOAD OF 75,000 LBS. AND SURFACED TO PROVIDE ALL-WEATHER DRIVING CAPABILITIES.
13. FIRE LANE SIGNS AND RED CURBS SHALL MEET THE SPECIFICATIONS SHOWN IN PLACENTIA FIRE PREVENTION BUREAU ACCESS & WATER GUIDELINE AND SHALL BE INSTALLED AS DESCRIBED THEREIN. ADDITIONAL FIRE LANE MARKINGS MAY BE REQUIRED AT THE TIME OF INSPECTION DEPENDING ON FIELD CONDITIONS.
14. ALL FIRE HYDRANTS SHALL HAVE A "BLUE REFLECTIVE PAVEMENT MARKER" INDICATING THEIR LOCATION PER THE PLACENTIA STANDARD. ON PRIVATE PROPERTY MARKERS ARE TO BE MAINTAINED IN GOOD CONDITION BY THE PROPERTY OWNER.
15. ADDRESS NUMBERS SHALL BE LOCATED AND BE OF A COLOR AND SIZE SO AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE ROADWAY FROM WHICH THE BUILDING IS ADDRESSED IN ACCORDANCE WITH PLACENTIA FIRE PREVENTION BUREAU ACCESS & WATER GUIDELINE.
16. ACCESS GATES SHALL BE APPROVED PRIOR TO INSTALLATION AND SHALL BE IN COMPLIANCE WITH CHAPTER 5 OF THE CFC AND PLACENTIA PREVENTION BUREAU ACCESS & WATER GUIDELINE.
17. APPROVED ACCESS WALKWAYS SHALL BE PROVIDED TO ALL REQUIRED OPENINGS AND ALL RESCUE WINDOWS.
18. VEGETATION SHALL BE SELECTED AND MAINTAINED IN SUCH A MANNER AS TO ALLOW IMMEDIATE ACCESS TO ALL HYDRANTS, VALVES, FIRE DEPARTMENT CONNECTIONS, PULL STATIONS, EXTINGUISHERS, SPRINKLER RISERS, ALARM CONTROL PANELS, RESCUE WINDOWS, AND OTHER DEVICES OR AREAS USED FOR FIREFIGHTING PURPOSES. VEGETATION OR BUILDING FEATURES SHALL NOT OBSTRUCT ADDRESS NUMBERS OR INHIBIT THE FUNCTIONING OF ALARM BELLS, HORNS, OR STROBES.
19. DUMPSTERS AND TRASH CONTAINERS LARGER THAN 1.5 CUBIC YARDS SHALL NOT BE STORED IN BUILDINGS OR PLACED WITHIN 5 FEET OF COMBUSTIBLE WALLS, OPENINGS OR COMBUSTIBLE ROOF EAVE LINES UNLESS PROTECTED BY AN APPROVED SPRINKLER SYSTEM.
20. ANY FUTURE MODIFICATION TO THE APPROVED FIRE PREVENTION BUREAU ACCESS & WATER PLAN OR APPROVED SITE PLAN, INCLUDING BUT NOT LIMITED TO ROAD WIDTH, GRADE, SPEED HUMPS, TURNING RADII, GATES OR OTHER OBSTRUCTIONS, SHALL REQUIRE REVIEW, INSPECTION, AND APPROVAL BY THE PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT.
21. APPROVAL OF THIS PLAN SHALL NOT BE CONSTRUED AS APPROVAL OF ANY INFORMATION OR PROJECT CONDITIONS OTHER THAN THOSE ITEMS AND REQUIREMENTS IDENTIFIED IN PLACENTIA FIRE PREVENTION BUREAU ACCESS & WATER GUIDELINE AND RELATED PORTIONS OF THE CFC AND CBC. THIS PROJECT MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS NOT STATED HEREIN UPON EXAMINATION OF ACTUAL SITE AND PROJECT CONDITIONS OR DISCLOSURE OF ADDITIONAL INFORMATION.

Parking Enforcement Letter

February 03, 2026

Fire and Life Safety Department

City of Placentia

401 E. Chapman Avenue

Placentia, CA 92870

RE: Orangethorpe & Placentia, 777 W Orangethorpe Avenue

Parking Enforcement Plan

The fire lane parking enforcement plan for the above referenced project is stated as follows:

All fire lanes within **777 W. Orangethorpe Avenue** shall be maintained and in no event shall parking be permitted along any portion of a street or drive that required fire lanes or any area designated as a fire lane for turn-around purposes either during construction or after occupancy.

Homeowner Association shall adopt reasonable rules and regulations regarding the parking of vehicles along the streets, roads and or drives within the project that are not in conflict with applicable law.

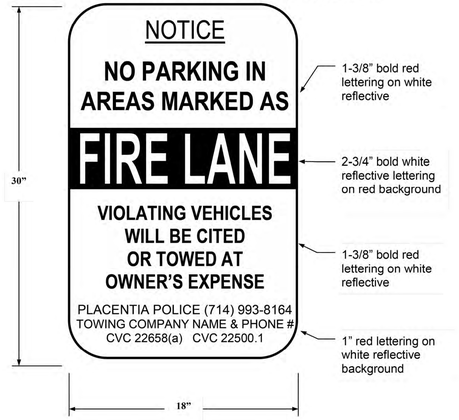
In furtherance thereof, **Homeowner Association**, through its officers, committees, and agents, will establish the "parking" and "no parking" areas within the property in accordance with Section 22658.2 of the California Vehicle Code and Placentia Fire Prevention Bureau Access & Water Guideline. The law shall be enforced through such rules and regulations by all lawful means, including, written warnings, citing, levying fines and towing vehicles in violation.

Homeowner Association will contract with a certified patrol and towing company to remove vehicles that violate no parking restrictions. First time violators will receive a written warning and with subsequent violations, the vehicle shall be subject to towing. The vehicle owner shall be responsible for all costs incurred in remedying such violation, including without limitation towing cost, citations, and legal fees.

Homeowner Association
Authorized Agent Signature

ATTACHMENT 10

Specifications for
Fire Lane Entrance Signs
To be used only at *vehicle entry points*
to areas that contain "Fire Lane—No Parking" signs or red curbs



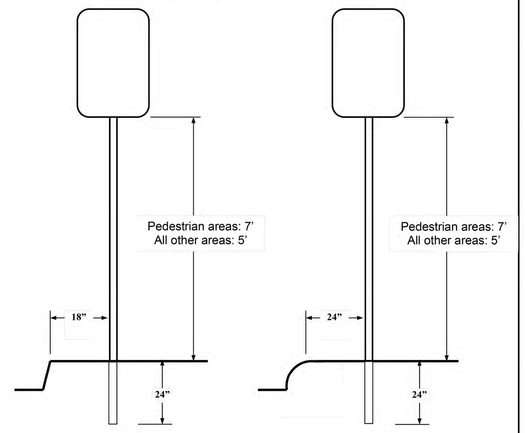
All sign and lettering dimensions shown are minimums. "Arial Narrow" font used is used in sample above though other legible sans-serif fonts may be acceptable.

This sign shall be posted at all vehicle entrances to areas marked with either red curbs or fire lane "No Parking" signs. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area. Signs shall be made of durable material and installed per Attachments 13 and 14.

Towing company contact information is required for all properties with a standing written agreement for services with a towing company per the California Vehicle Code.

ATTACHMENT 14

Mounting Specifications for
Fire Lane Entrance and No Parking Signs



STANDARD CURB **ROLLED CURB**

Signs shall be mounted facing the direction of vehicular travel.

Signs may be mounted on existing posts or buildings where the centerline of the sign is no more than 24" from the edge of the roadway.

Depth of bury shall be a *minimum* of 24" and rebar, a concrete footing, or another method to prevent removal of the sign is recommended. Footings for signs located in the public right-of-way shall be per the local jurisdiction's requirements.

ORANGETHORPE & PLACENTIA
PLACENTIA, CA

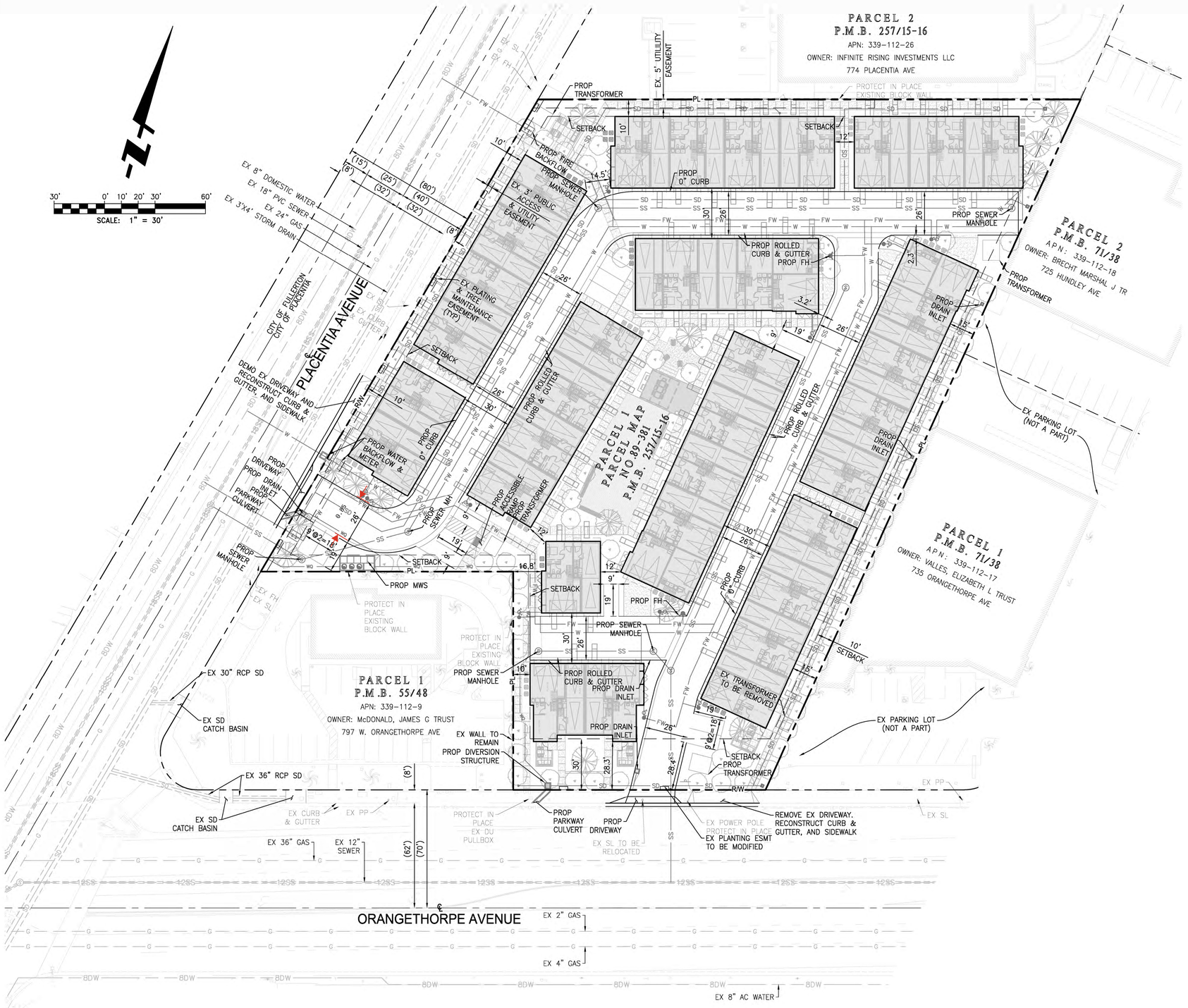
FIRE MASTER PLAN

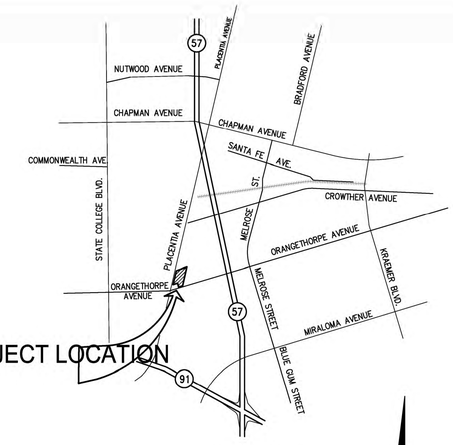
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FMP-2

Scale AS SHOWN
Job No. 1404-007
Date 2/4/26

[PROJECTS]\1404-007\CAD\ENTITLEMENTS\CONCEPTUAL GRADING PLAN\1404-007-CGDSHP.dwg (02-04-2026 8:24:13AM) Plotted by: jhm





VICINITY MAP

NOT TO SCALE

LEGAL DESCRIPTION:

PARCEL 1, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 257, PAGES 15 AND 16 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR PARCEL NUMBER:

339-112-27

BASIS OF BEARINGS:

BEARINGS HEREON ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS-83) ZONE VI, 2017.50 EPOCH, AS DERIVED LOCALLY BY GPS CONTINUALLY OPERATING REFERENCE STATIONS BLSA AND CCCS AS PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER.

GRID COORDINATES:

BLSA	CCCS
N=2239164.3938	N=2261350.6705
E=6021324.8174	E=6071417.8093

GRID INVERSE BLSA-CCCS:
N66-06-40.90E 54786.3003 FEET

ALL DISTANCES WERE SCALED TO GROUND BY APPLYING THE COMPUTED COMBINATION FACTOR (CF) 0.9999921993

UTILITY AGENCY CONTACTS	
UTILITY COMPANY	TELEPHONE
AT&T DISTRIBUTION	(714) 575-8320
CHARTER COMMUNICATIONS	(909) 721-8502
GOLDEN STATE WATER	(714) 535-8010 EXT 320
METROPOLITAN WATER-OC SUPERSTRUCTURE TEAM	(213) 217-6679
SOUTHERN CALIFORNIA EDISON	(714) 870-3149
SOUTHERN CALIFORNIA GAS	(714) 634-7287
SPRINT	(800) 874-2389

ABBREVIATIONS

APN	ACCESSOR PARCEL NUMBER	PP	POWER POLE
EX	EXISTING	PROP	PROPOSED
FH	FIRE HYDRANT	RCP	REINFORCED CONCRETE PIPE
MH	MANHOLE	R/W	RIGHT OF WAY
MWS	MODULAR WETLAND SYSTEM	SD	STORM DRAIN
PL	PROPERTY LINE	SL	STREET LIGHT
PMB	PARCEL MAP BOOK		

LEGEND

- EXISTING PROPERTY/ROW LINE
- PROPOSED PROPERTY/ROW LINE
- CENTERLINE
- EASEMENTS / SETBACKS
- LOT LINES

ORANGETHORPE & PLACENTIA

PLACENTIA, CA

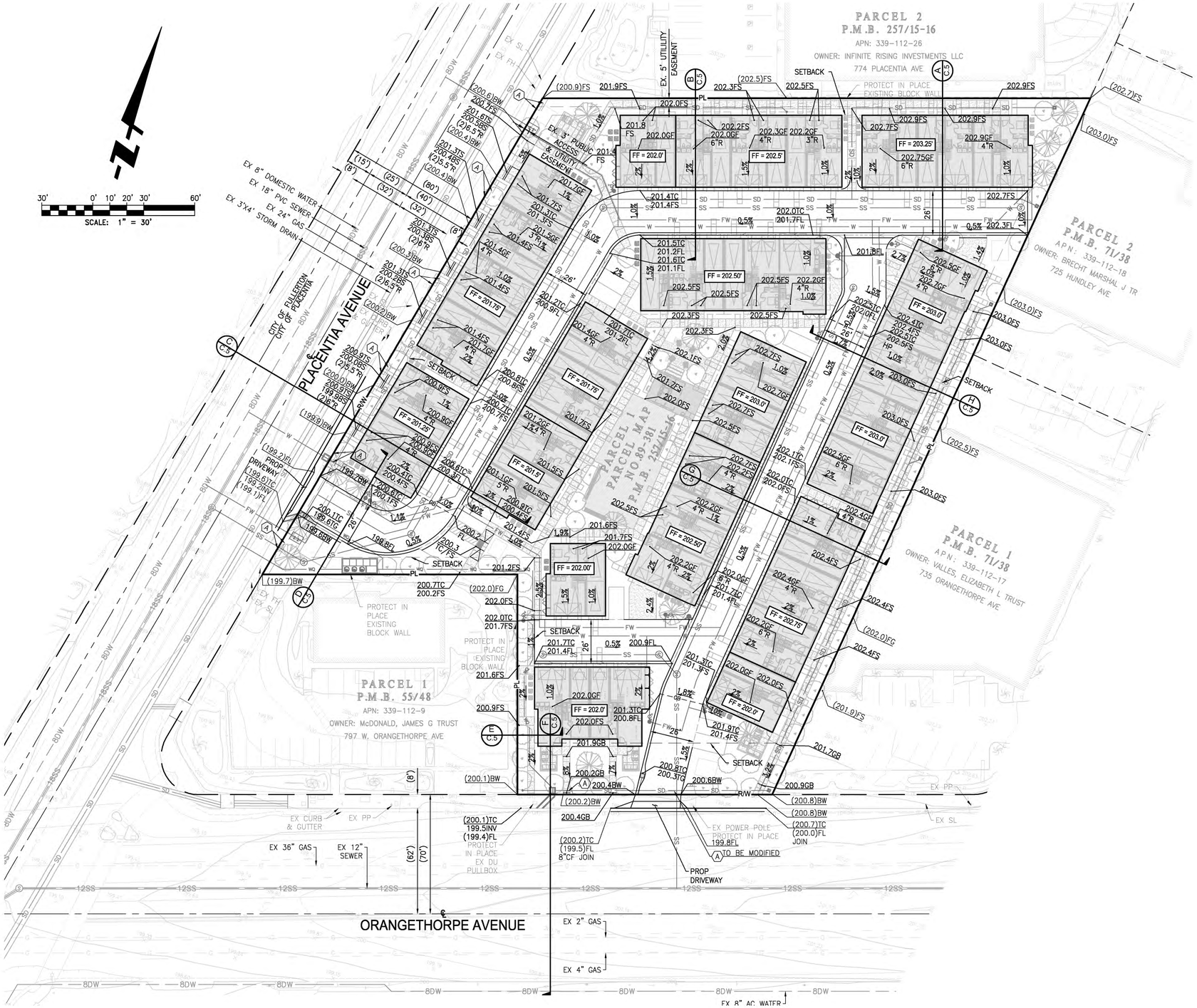
TECHNICAL SITE PLAN

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600 Wilshire Blvd, Suite 1470
Los Angeles, Ca 90017
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C.1

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Date 2/18/26

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ABBREVIATIONS

APN	ACCESSOR PARCEL NUMBER
BW	BACK OF WALK
DU	DRY UTILITY
EX	EXISTING
GF	GARAGE FINISH FLOOR
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FINISHED HYDRANT
FL	FLOW LINE
FS	FINISHED SURFACE
PMB	PRIVATE MAILBOX
PP	POWER POLE
PROP	PROPOSED
R	RISE
TC	TOP OF CURB
TG	TOP OF GRATE
SL	STREET LIGHT

LEGEND

- CENTERLINE
- R/W
- LOT LINE
- PROPERTY LINE
- CITY LIMIT

ORANGETHORPE & PLACENTIA

PLACENTIA, CA

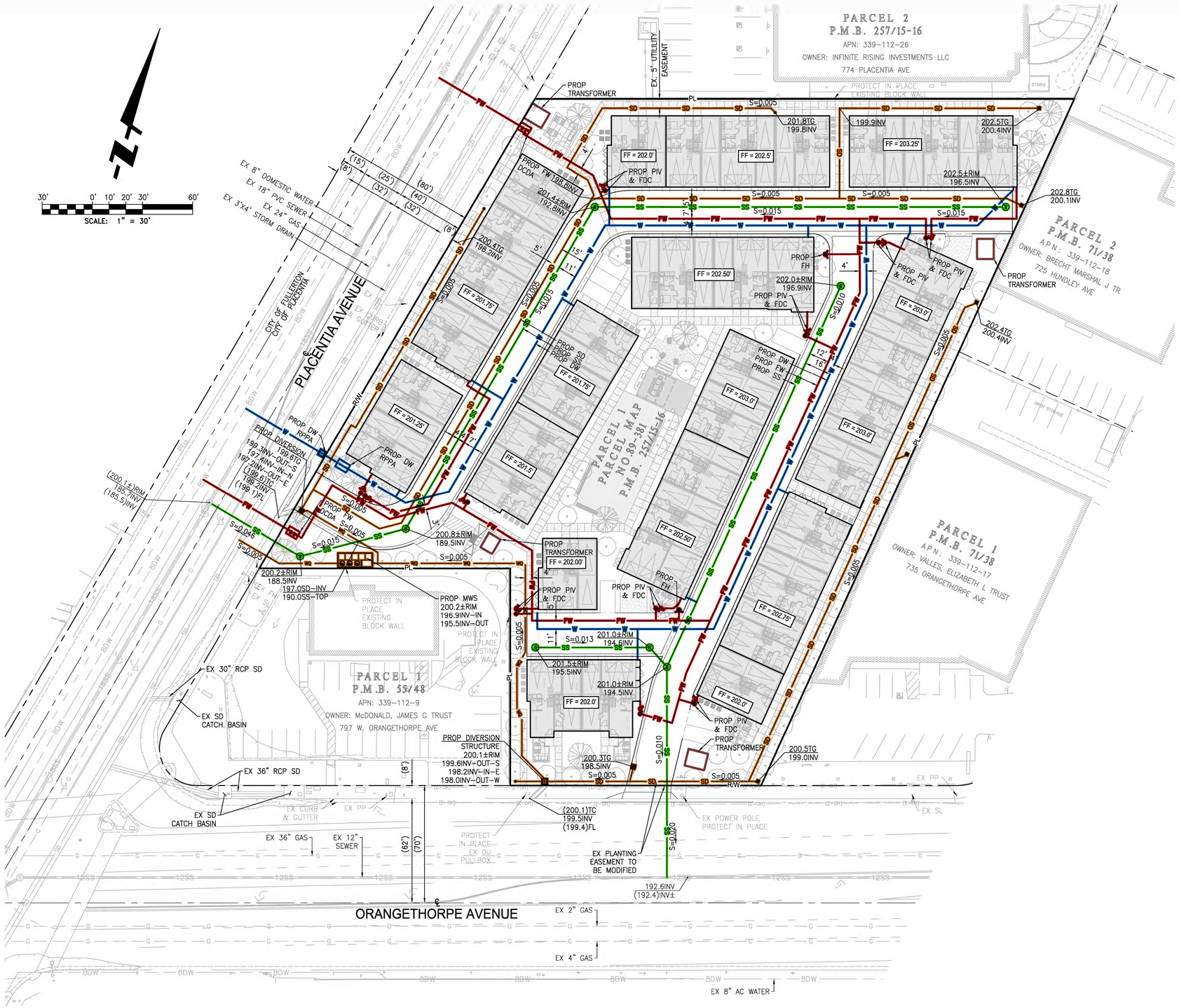
CONCEPTURAL GRADING PLAN

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600 Wilshire Blvd, Suite 1470
Los Angeles, Ca 90017
213.988.8802
fuscoe.com

C.2

Scale AS SHOWN
Job No. 1404-007
Date 2/18/26

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ABBREVIATIONS

APN	ACCESSOR PARCEL NUMBER
EX	EXISTING
FF	FINISHED FLOOR
FH	FINISHED HYDRANT
FL	FLOW LINE
FS	FINISHED SURFACE
INV	INVERT
MWS	MODULAR WETLAND SYSTEM
PMB	PRIVATE MAILBOX
PP	POWER POLE
PROP	PROPOSED
TC	TOP OF CURB
TG	TOP OF GRATE
SL	STREET LIGHT
SD	STORM DRAIN
SS	SANITARY SEWER

LEGEND

- CENTERLINE
- R/W
- LOT LINE
- PROPERTY LINE
- CITY LIMIT
- SD — PROP STORM DRAIN
- SS — PROP SEWER
- W — PROP DOMESTIC WATER
- FW — PROP FIRE WATER

ORANGETHORPE & PLACENTIA

PLACENTIA, CA

CONCEPTUAL UTILITY PLAN

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Los Angeles, Ca 90017
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fuscoe.com

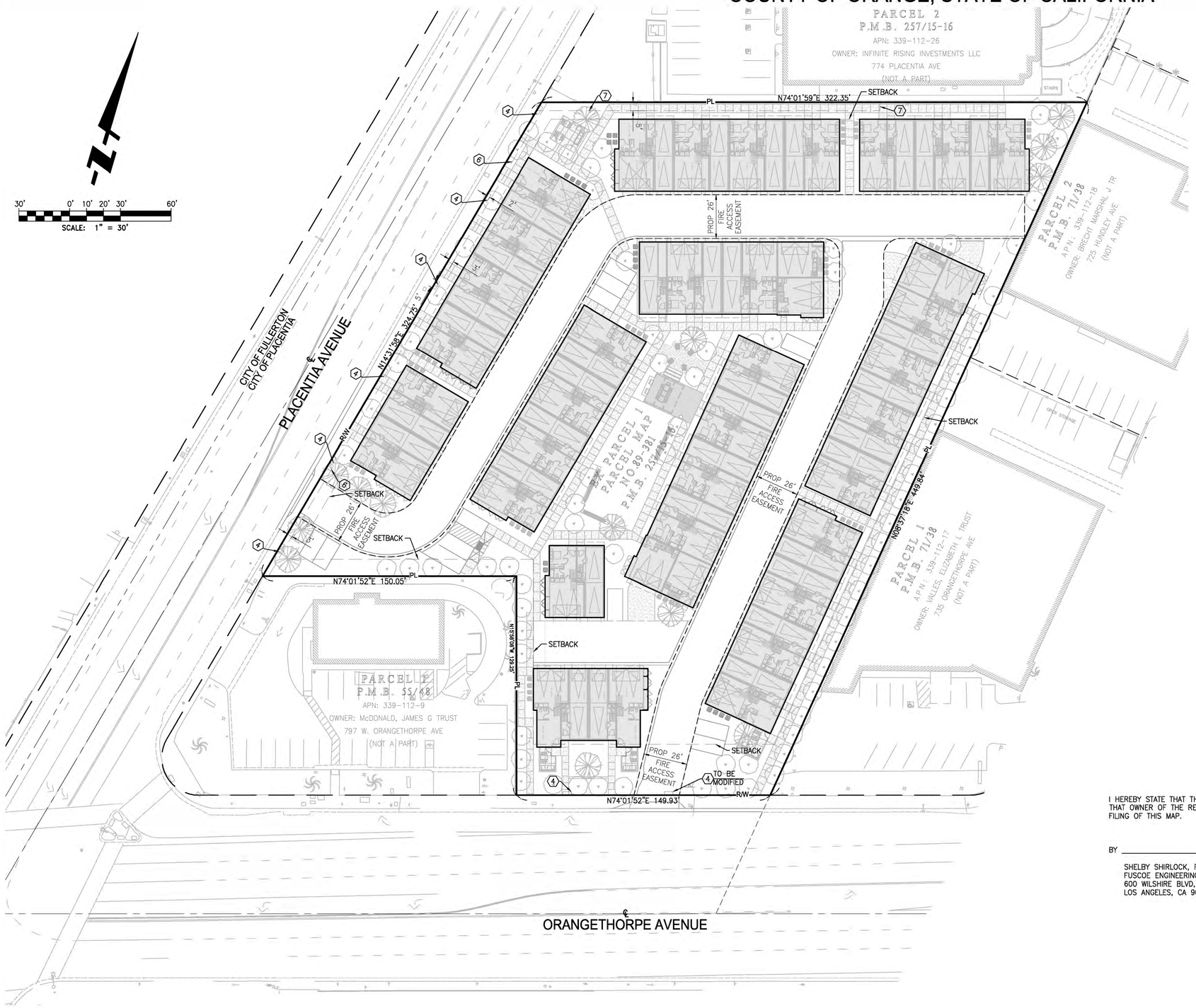
C.3

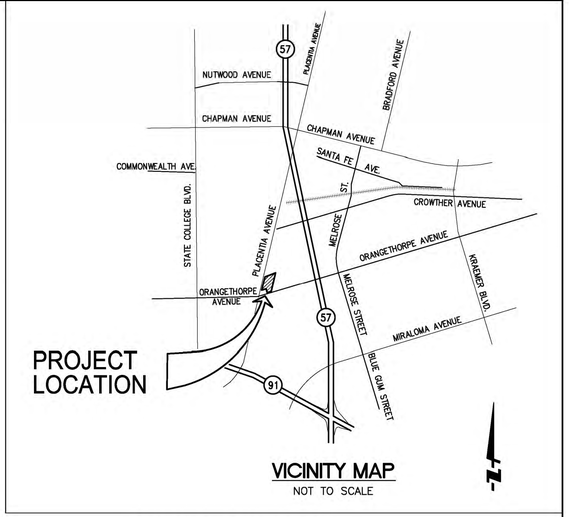
Scale	AS SHOWN
Job No.	1404-007
Date	2/18/26

PROJECTS\1404\007-PLACENTIA\ENGR\CONCEPTUAL GRADING PLAN\1404-007-CGD01.DWG (02-18-2026 4:11:32PM) Plotted by: Jim

VESTING TENTATIVE TRACT MAP NO. 19467

COUNTY OF ORANGE, STATE OF CALIFORNIA





VICINITY MAP
NOT TO SCALE

LEGAL DESCCRIPTION

PARCEL 1, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 257, PAGES 15 AND 16 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOT SUMMARY

EXISTING (PARCEL MAP BOOK 257/15-16)
PARCEL 1 118,541 SF/2.72 AC

PROPOSED (VTTM XXXX)
LOT 1 118,541/2.72 AC

TITLE EXCEPTIONS

(4) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: THE CITY OF PLACENTIA
PURPOSE: TREE PLANTING AND TREE MAINTENANCE
RECORDING DATE: OCTOBER 26, 1972
RECORDING NO: IN BOOK 10394, PAGE 627 OF OFFICIAL RECORDS

(6) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: THE CITY OF PLACENTIA
PURPOSE: PUBLIC STREET AND ROAD PURPOSES, PUBLIC UTILITIES, WIRES, CABLES, CONDUITS, STORM SEWERS, SANITARY SEWERS AND WATER PIPE LINES (FOR ANY PURPOSES, POTABLE OR NON-POTABLE, DOMESTIC OR AGRICULTURAL), A RIGHT-OF-WAY AND EASEMENT
RECORDING DATE: OCTOBER 25, 1990
RECORDING NO: AS INSTRUMENT NO. 90-568234 OF OFFICIAL RECORDS

(7) EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT:

PURPOSE: UNDERGROUND AND UTILITY PURPOSES
RECORDING DATE: MAY 26, 1992
RECORDING NO: AS INSTRUMENT NO. 92-349909 OF OFFICIAL RECORDS

BASIS OF BEARINGS

BEARINGS HEREON ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS-83) ZONE VI, 2017.50 EPOCH, AS DERIVED LOCALLY BY GPS CONTINUALLY OPERATING REFERENCE STATIONS BLSA AND CCCS AS PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER.

GRID COORDINATES:

BLSA	CCCS
N=2239164.3938	N=2261350.6705
E=6021324.8174	E=6071417.8093

GRID INVERSE BLSA-CCCS:
N66-06-40.90E 54786.3003 FEET

ALL DISTANCES WERE SCALED TO GROUND BY APPLYING THE COMPUTED COMBINATION FACTOR (CF) 0.9999921993

OWNERSHIP STATEMENT

I/WE BEING THE OWNER OF RECORD OR AUTHORITY AGENT FOR THE OWNER OF RECORD OF THE PROPERTY IDENTIFIED HEREON, CONSENT TO THE FILING OF THIS TENTATIVE TRACT MAP.

BY _____

I HEREBY STATE THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION AND THAT OWNER OF THE RECORD HAS KNOWLEDGE OF AND CONSENTS TO THE FILING OF THIS MAP.

BY _____ DATE _____

SHELBY SHIRLOCK, P.E. RCE NO. C75912
FUSCOE ENGINEERING
600 WILSHIRE BLVD, SUITE 1470
LOS ANGELES, CA 90017

ORANGETHORPE & PLACENTIA
PLACENTIA, CA

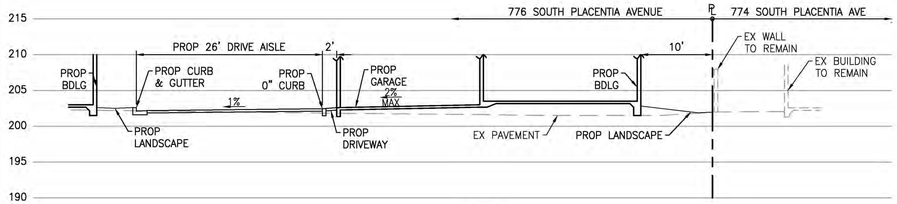
TENTATIVE TRACT MAP

FUSCOE ENGINEERING
600 Wilshire Blvd, Suite 1470
Los Angeles, Ca 90017
213.988.8802
fuscoe.com

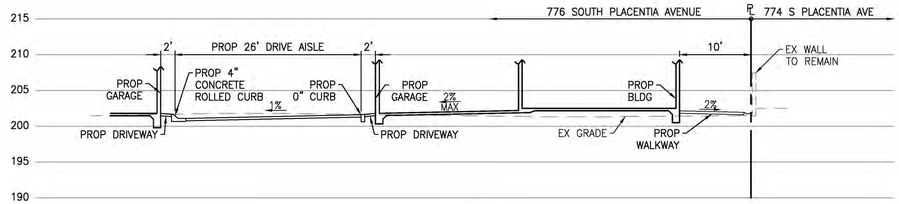
C.4

Scale AS SHOWN
Job No. 1404-007
Date 2/18/26

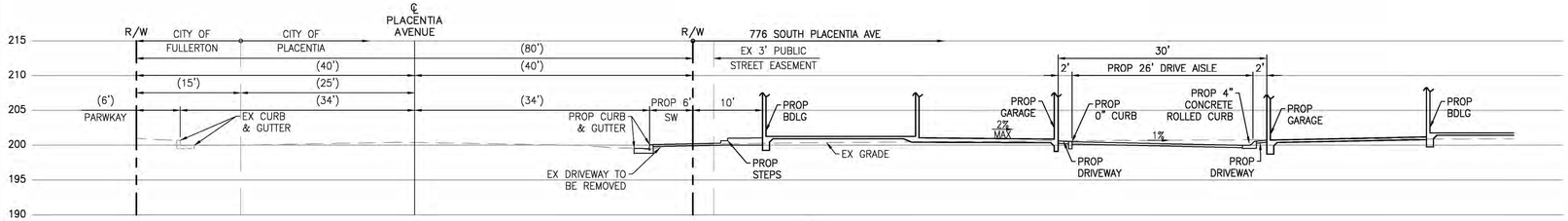
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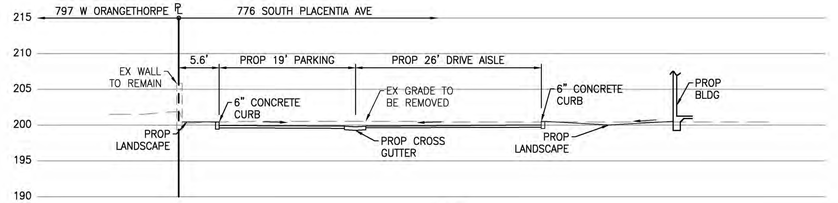
SECTION A-A (A / C.5)
SCALE: 1" = 10'



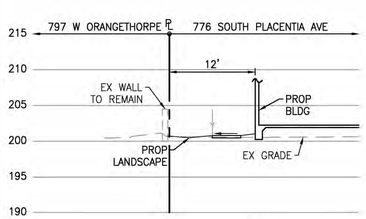
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SCALE: 1" = 10'



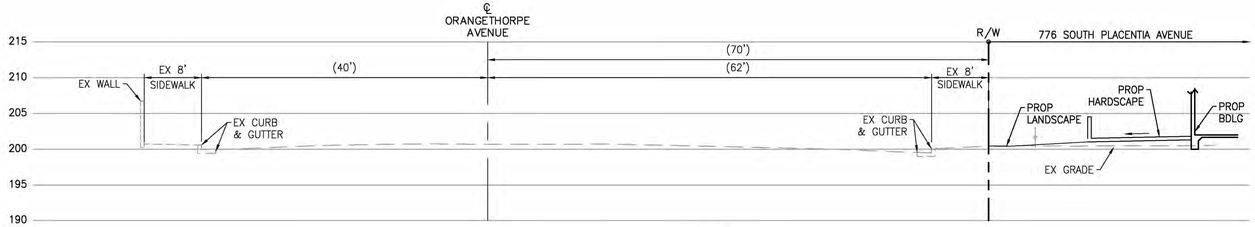
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SCALE: 1" = 10'



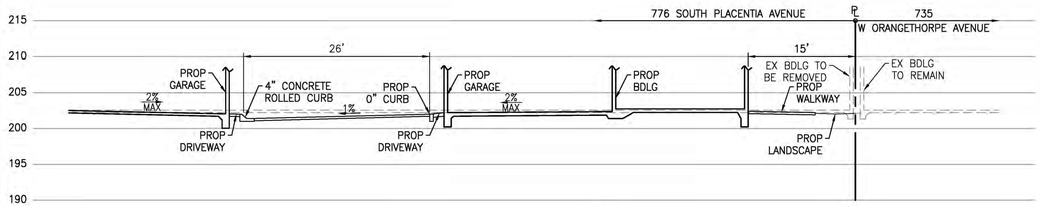
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SCALE: 1" = 10'



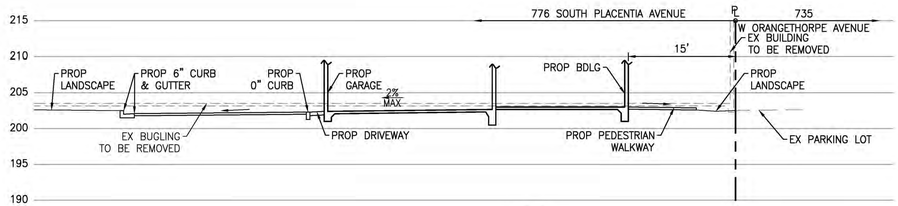
SECTION E-E (E / C.5)
SCALE: 1" = 10'



SECTION F-F (F / C.5)
SCALE: 1" = 10'



SECTION G-G (G / C.5)
SCALE: 1" = 10'



SECTION H-H (H / C.5)
SCALE: 1" = 10'

10' 0' 5' 10'
SCALE: 1" = 10'

ORANGETHORPE & PLACENTIA

PLACENTIA, CA

CROSS SECTIONS

FUSCOE ENGINEERING
600 Wilshire Blvd, Suite 1470
Los Angeles, Ca 90017
213.988.8802
fuscoe.com

C.5

Scale AS SHOWN
Job No. 1404-007
Date 2/18/26

C:\PROJECTS\1404\007\PLANS\SUBMITTALS\CONCEPTUAL GRADING PLAN\1404-007-CGD053.DWG [02-19-2026 3:45:41 PM] Plotted by: jdm



PLAZA
- low wall
- lounge seating
- shade trees

NEIGHBORHOOD ENTRY

TRANSFORMER

PASEO
- walkway to front doors
- enhanced landscape
- screen trees

CENTRAL GREEN
- see sheet L.2

PLAZAS
- live-work patios
- low wall
- accent trees


THE LOUNGE
• seating
• decomposed granite
• multi-trunk accent tree
DINING TERRACE
• shade trellis
• built-in bbq counter
• accent paving
• dining tables
• accent planting
THE LAWN
• open turf
• accent trees
• built-in benches

PROPOSED TREE PALETTE:

ALL PLANTS ARE CAL-IPC NON-INVASIVE and WUCOLS MEDIUM/LOW WATER CONSUMPTIVE (REGION 3 - SOUTH COASTAL) VARIETIES FOR THEIR PROPOSED GROWING CONDITIONS.
THESE PLANTS ARE WATER CONSERVING and USED FOR THEIR DEEP ROOT SYSTEMS WHICH STABILIZES SOIL and MINIMIZES EROSION IMPACTS.

BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
TREES:			
ACACIA PURPUREA	PURPLE ACACIA Standard	24" BOX	LOW
AGONIS FLEXUOSA	PEPPERMINT WILLOW Standard	36" BOX	LOW
ARBUTUS x MARINA	HYBRID STRAWBERRY Multi-Trunk	24" BOX	MEDIUM
ARCHONTOPHOENIX CUNNINGHAMIANA	KING PALM Multi-Trunk	36" BOX	MEDIUM
CINNAMOMUM CAMPHORA	CAMPHOR TREE Standard	36" BOX	MEDIUM
JACARANDA ACUTIFOLIA	JACARANDA	36" BOX	MEDIUM
MAGNOLIA G. 'LITTLE GEM'	MAGNOLIA Low Branch	24" BOX	MEDIUM
MELALEUCA QUINQUENERVIA	CAJEPUT TREE Multi-Trunk	24" BOX	MEDIUM
METROSIDEROS EXCELSA	NZ CHRISTMAS TREE Standard	24" BOX	MEDIUM
OLEA 'SWAN HILL'	FRUITLESS OLIVE Multi-Trunk	36" BOX	MEDIUM
PHOENIX DACTYLIFERA 'MEDJOOL'	DATE PALM	32' BTH	MEDIUM
PINUS CANARIENSIS	CANARY ISLAND PINE	24" BOX	LOW
PINUS ELDARICA	AFGHAN PINE Low Branching	24" BOX	LOW
PINUS TORREYANA	TORREY PINE Low Branching	24" BOX	LOW
PLATANUS MEXICANA	MEXICAN SYCAMORE	24" BOX	LOW
QUERCUS AGRIFOLIA	COAST LIVE OAK Standard	36" BOX	LOW
QUERCUS VIRGINIANA	SOUTHERN LIVE OAK Standard	36" BOX	MEDIUM
RHUS LANCEA	AFRICAN SUMAC Standard	24" BOX	LOW
TRISTANIA CONFERTA	BRISBANE BOX Low Branching	24" BOX	MEDIUM
WASHINGTONIA FILIFERA 'HYBRID'	CALIFORNIA FAN PALM	18' BTH	LOW
ACCENT:			
ALOE BAINSEII	TREE ALOW	24" BOX	LOW
BRAHEA ARMATA	MEXICAN BLUE PALM	24" BOX	LOW
CERCIDIUM X 'DESERT MUSEUM'	HYBRID PALO VERDE	24" BOX	LOW
DRACAENA DRACO	DRAGON TREE	36" BOX	LOW
CERCIS CANADENSIS 'FOREST PANSY'	RED BUD Standard	36" BOX	MEDIUM
PODOCARPUS 'ICEE BLUE'	LONG-LEAFED YELLOWOOD	24" BOX	MEDIUM
STREET TREES:			
NO STREET TREES PROPOSED			

PROPOSED SHRUB PALETTE:

BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS
SHRUBS:			
IRRIGATION HYDROZONE 1: LOW WATER CONSERVING PLANTING AREA:			
ECHEVERIA GLAUCA	HENS & CHICKS	1 GAL	LOW
ECHEVERIA PEACOCKII	PEACOCK ECHEVERIA	5 GAL	LOW
AEONIUM ARBOREUM 'SCHWARZKOPF'	AEONIUM	5 GAL	LOW
AGAVE AMERICANA	CENTURY PLANT	15 GAL	LOW
ALOE STRIATA	CORAL ALOE	5 GAL	LOW
DASYLIRION WHEELERI	DESERT SPOON	15 GAL	LOW
HESPERALOE PARVIFLORA	RED YUCCA	5 GAL	VERY LOW
HETEROMELES ARBUTIFOLIA	TOYON	15 GAL	LOW
KALANCHOE BEHARENSIS	FELT PLANT	15 GAL	LOW
MUHLENBURGIA CAPILLARIS	PINK MUHLY	5 GAL	LOW
SENECIO MANDRALISCAE	SENECIO	1 GAL	LOW
WESTRINGIA FLORIBUNDA	COAST ROSEMARY	5 GAL	LOW
IRRIGATION HYDROZONE 2: MEDIUM / LOW TRANSITION PLANTING AREAS:			
AEONIUM 'URBICUM' 'SALAD BOWL'	AEONIUM	5 GAL	LOW
ALOE BAINSII	TREE ALOE	24" BOX	LOW
ALOE STRIATA	CORAL ALOE	5 GAL	LOW
ARBUTUS 'COMPACTA'	DWARF STRAWBERRY	5 GAL	LOW
BOUGAINVILLEA ROSENKA	SHRUB BOUGAINVILLEA	5 GAL.	LOW
CALLISTEMON 'LITTLE JOHN'	DWARF CALLISTEMON	5 GAL	LOW
CAREX DIVULSA	BERKELEY SEDGE	5 GAL.	MEDIUM
CHONDROPETALUYM 'ELEPHANTINUM'	LARGE CAPE RUSH	5 GAL.	LOW
DIANELLA REVOLUTA	LITTLE REV	5 GAL	LOW
DRACAENA DRACO	DRAGON TREE	24" BOX	LOW
FESTUCA MAIREI	ATLAS FESCUE	1 GAL	LOW
FESTUCA OVINA GLAUCA	BLUE FESCUE	5 GAL	LOW
LOMANDRA LONGIFOLIA 'BREEZE'	SPINY-HEADED MAT RUSH	5 GAL.	MEDIUM
ROSMARINUS PROSTRATUS	DWARF ROSEMARY	5 GAL.	LOW
SALVIA CLEVELANDII	CA BLUE SAGE	5 GAL	LOW
TEUCRIUM CHAMAEDRYS	GERMANDER	5 GAL	LOW
IRRIGATION HYDROZONE 3: MEDIUM / LOW ENHANCED SHRUBS:			
AGAVE ATTENUATA 'NOVA'	FOXTAIL AGAVE	15 GAL.	LOW
ALYOGYNE HUEGELII	BLUE HIBISCUS	15 GAL.	LOW
ASPARAGUS DENSIPLORUS 'MYERSII'	MYER ASPARAGUS	5 GAL.	LOW
BOUGAINVILLEA 'LA JOLLA'	BOUGAINVILLEA	5 GAL.	MEDIUM
CARISSA M. 'HORIZONTALIS'	NATAL PLUM	5 GAL.	MEDIUM
CRASSULA OVATA	JADE PLANT	15 GAL.	LOW
FURCRACEA FOETIDA 'MEDIOPICTA'	MAURITIUS HEMP	15 GAL.	LOW
PHORMIUM HYBRIDS	NEW ZEALAND FLAX	5 GAL.	LOW
PITTOSPORUM C. 'COMPACTUM'	PITTOSPORUM	5 GAL.	MEDIUM
PITTOSPORUM T. 'GOLF BALL'	'GOLF BALL' KOHUHU	5 GAL.	MEDIUM
PRUNUS ILICIFOLIA SPP. LYONII	CATALINA CHERRY	24" BOX	VERY LOW

ORGANIC MULCHES:

3" THICK SHREDDED BARK MULCH
(SHRUB AREAS - ALL HYDROZONES)

LIMITED USE AREA (Line of Sight) NOTE:

ALL TREE BRANCHES TO BE TRIMMED TO 8' HIGH ABOVE FINISH GRADE.
ALL SHRUBS WITHIN LIMITED USE AREA TO BE MAINTAINED AT 24" HIGH MAXIMUM.

WATER EFFICIENT LANDSCAPING NOTE:

THE FOLLOWING MEASURES WILL BE INCORPORATED INTO THE PROJECT TO CONSERVE WATER:

1. THE IRRIGATION SYSTEM SHALL MEET THE REQUIREMENTS OF THE CITY OF PLACENTIA LANDSCAPE GUIDELINES FOR WATER EFFICIENT LANDSCAPES.
2. THE ESTIMATED APPLIED WATER USE ALLOWED FOR THE LANDSCAPE AREA SHALL NOT EXCEED THE MAWA CALCULATION.



IRRIGATION HYDROZONES:

	HYDRO-ZONE 1 - NORTH/EAST FACING - 7,622 S.F. IRRIGATION TECHNIQUE TREES - BUBBLERS SHRUBS - SUB SURFACE DRIP IRRIGATION
	HYDRO-ZONE 2 - SOUTH/WEST FACING - 13,220 S.F. IRRIGATION TECHNIQUE TREES - BUBBLERS SHRUBS - SUB SURFACE DRIP IRRIGATION
	HYDRO-ZONE 3 - COURTYARD NORTH/EAST - 664 S.F. IRRIGATION TECHNIQUE TREES - BUBBLERS SHRUBS - SUB SURFACE DRIP IRRIGATION
	HYDRO-ZONE 4 - COURTYARD SOUTH/WEST - 726 S.F. IRRIGATION TECHNIQUE TREES - BUBBLERS SHRUBS - SUB SURFACE DRIP IRRIGATION
	TOTAL LANDSCAPE AREA: 22,232 S.F.

RAIN BIRD

California Water Efficient Landscape Worksheet

Reference Evapotranspiration (ET_o)		49.7		Project Type	Residential		0.55
Hydrozone # / Planting Description*	Plant Factor (PF)	Irrigation Method*	Irrigation Efficiency (IE)*	ETAF (PF/IE)	Landscape Area (Sq. Ft.)	ETAF x Area	Estimated Total Water Use (ETWU)*
Regular Landscape Areas							
Hydrozone 1 - North/East Facing	0.4	Drip	0.81	0.49	5400	2667	82171
Hydrozone 2 - South/West Facing	0.4	Drip	0.81	0.49	9125	4506	138853
Hydrozone 3 - Courtyard North/East	0.3	Drip	0.81	0.37	1792	664	20451
Hydrozone 4 - Courtyard South/West	0.3	Drip	0.81	0.37	1850	685	21113
				Totals	18167	8522	262589
						ETWU Total	262589
						Maximum Allowed Water Allowance (MAWA)*	307889

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	8522
Total Area	18167
Average ETAF	0.47

All Landscape Areas

Total ETAF x Area	8522
Total Area	18167
Average ETAF	0.47

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

IRRIGATION EQUIPMENT SCHEDULE:

IRRIGATION UTILITIES

LM	*WATER METER*	1.5" DEDICATED LANDSCAPE WATER METER . SEE CIVIL ENGINEER PLANS.
	FEBCO 825Y	1.5" BACKFLOW PREVENTION UNIT - TO BE LOCATED IN UTILITY ROOM. FINAL LOCATION TO BE COORDINATED WITH OWNERS REPRESENTATIVE.
	WILKINS KING BROS.	GATE VALVE - BLOCKED TRUE UNION PVC - 2" & SMALLER
	HUNTER	HQ33-LRC $\frac{3}{4}$" QUICK COUPLER VALVE with LOCKING RUBBER CAP. INSTALLED AT 75' o.c. MAX. SPACING THROUGHOUT THE SITE.
	HUNTER	PGV-ASV SERIES - PLASTIC INDUSTRIAL ELECTRIC REMOTE CONTROL VALVE with ACCU-SYNC ADJUSTABLE PRESSURE REGULATING DIAL - SIZE AS SHOWN ON PLAN.
MV	*RAINBIRD*	1" MASTER VALVE - PESB SERIES VALVE
FS	*DATA INDUSTRIAL*	1" IR-100 SERIES FLOW SENSOR

IRRIGATION CONTROLLER

A	*RAINBIRD*	ESP-LXM/F WALL MOUNT CONTROLLER with FLOW SENSING and RAINBIRD WEATHER SMART ET MANAGER and NECESSARY ACCESSORIES. WEATHER REACH SIGNAL PROVIDER 1-(877)-351-6588. ALLOW TWO EXTRA AVAILABLE STATIONS MIN. INCLUDING MASTER VALVE and FLOW STATION. INSTALL in POWDER COATED LOCKING METAL CABINET: LXMM.
NO SYMBOL	*RAINBIRD*	WR2-RC WIRELESS RAIN SENSOR. INSTALL per MANUFACTURER'S SPECIFICATIONS.
E	*POWER for CONTROLLER*	120 VOLT ELECTRICAL PROVIDED BY ELECTRICIAN, FIELD VERIFY ACTUAL LOCATION.

SUB-SURFACE IRRIGATION

HUNTER	ICZ-FS-101/151-AS-ADJ REMOTE CONTROL DRIP ZONE KIT with FILTER and ACCU-SENSE ADJUSTABLE PRESSURE REGULATOR. (INSTALL WITHOUT FLOW CONTROL AT LOW FLOW CONDITIONS.)
HUNTER	PLD-ESD-06-12 SUB-SURFACE DRIPLINE TUBING 0.6 GPH EMITTERS at 12" ON CENTER SPACING- ALL TUBING SHALL BE INSTALLED 4" MINIMUM BELOW FINISHED SOIL GRADE W/ 9" WIRE STAKES FIVE (4) FEET ON CENTER; VERIFY THE LAYOUT and 12" ON CENTER SPACING IN THE FIELD PRIOR TO STARTING WORK. INSTALL SUB-SURFACE DRIP IRRIGATION SYSTEM per MANUFACTURER'S SPECIFICATIONS. USE HUNTER FITTINGS FOR CONNECTION BETWEEN PVC LATERAL LINES AND DRIPPERLINE TUBING. WITH 17MM INSERT FITTINGS, IT IS RECOMMENDED THAT STAINLESS STEEL CLAMPS BE INSTALLED ON EACH FITTING.
HUNTER	DRIPLINE AUTOMATIC LINE FLUSH VALVE . - PROVIDE SCH 40 OR SCH 80 SOLVENT-WELD BALL VALVE FOR FLUSH OFF OF PCV EXHAUST MANIFOLD PIPE(SIZE PER PLAN). INSTALL FLUSH VALVE INSIDE 6" ROUND VALVE BOX, ONE AT THE END OF ANY TECHLINE CV LATERAL or PVC EXHAUST HEADER. INSTALL MINIMUM OF ONE FLUSH VALVE PER MAXIMUM OF 800' OF TUBING. MULTIPLE FLUSH VALVES MAY BE REQUIRED WITHIN TECHLINE-CV LAYOUT. ALWAYS INSTALL VALVES IN OPPOSITE DIRECTIONS OF THE PVC/DRIP CONNECTION MANIFOLD.
HUNTER	PLD-ARV-100 AIR/VACUUM RELIEF VALVE INSTALLED with COMBINATION TEE AND A 3/4" x 1/2" REDUCER BUSHING. INSTALL AIR RELIEF ASSEMBLY INSIDE A 6" ROUND VALVE BOX AT THE HIGH POINT OF EACH PLANTER, MIN. 1 ARV PER 500' OF DISTRIBUTION TUBING. USING AIR RELIEF LATERAL, CONNECT AIR RELIEF VALVE TO ALL DRIPPERLINE LATERALS WITHIN THE ELEVATED AREA.
AS APPROVED	NON-PRESSURE LATERAL SCH. 40 SUPPLY LATERAL with NECESSARY FITTINGS. NOTE EXHAUST LATERALS NOT SHOWN.
	DRIPPERILINE LAYOUT NOTE: NOT ALL SUPPLY/EXHAUST LATERALS SHOWN ON PLAN for GRAPHIC CLARITY - INSTALL LATERALS per *MANUFACTURER'S* SPECIFICATIONS and RECOMMENDATIONS TO AVOID LOW PRESSURE THROUGH DRIPPERLINE and CONNECTIONS.
HUNTER	**TREE DRIPPER RING:** PLD-10-12 SUB-SURFACE DRIPLINE TUBING 1.0 GPH EMITTERS at 8" ON CENTER CONCENTRIC RING SPACING- ALL TUBING SHALL BE INSTALLED 4" MINIMUM BELOW FINISHED SOIL GRADE W/ 9" WIRE STAKES FIVE (5) FEET ON CENTER; VERIFY THE LAYOUT and 12" ON CENTER SPACING IN THE FIELD PRIOR TO STARTING WORK. SEE DETAIL.

IRRIGATION PIPING

	AS APPROVED	NON-PRESSURE LATERAL SCH. 40 FOR SIZES 3/4" - 2" W/ PVC SCH. 40 FITTINGS - BURY MIN. 12" BELOW GRADE (SIZE AS NOTED ON PLAN).
	AS APPROVED	1 $\frac{1}{2}$" PRESSURE MAINLINE SCH. 40 PVC, IN PLANTER AREA FOR SIZES 3/4" - 1 1/2", - BURY MIN. 18" BELOW GRADE (SIZE AS NOTED ON PLAN).
	AS APPROVED	PVC PIPE SCH. 40 SLEEVING, TWICE THE DIAMETER OF PIPE OR WIRE BUNDLE CARRIED - EXTEND 12" BEYOND EDGE OF PAVING & PLACE BELOW ALL PAVING, HARDSCAPE, ETC., AND AS DIRECTED BY OWNER'S AUTHORIZED REPRESENTATIVE.

IRRIGATION MISCELLANEOUS EQUIPMENT

NO SYMBOL	*AS APPROVED*	IRRIGATION CONTROL WIRE #14UF AWG DIRECT BURIAL (U.L. APPROVED)
NO SYMBOL	*SPEARS*	DS-400 PRE-FILLED WIRE CONNECTORS FOR USE ON ALL WIRE CONNECTIONS
NO SYMBOL	*3M*	DBY DIRECT BURIAL WATER-PROOF WIRE CONNECTORS FOR USE ON ALL WIRE CONNECTIONS



LIGHTING CONCEPT:

THE OUTDOOR LIGHTING CONCEPT IS TO PROVIDE LEVELS OF LIGHTING SUFFICIENT TO MEET SAFETY AND ORIENTATION NEEDS.

WITHIN PUBLIC AREAS LIGHTING WILL BE WARM COLORED AND UNOBTRUSIVE. LIGHT SOURCES WILL BE TUNGSTEN OR METAL HALIDE.

LIGHTING SOURCES FOR THE LANDSCAPE AND PAVED AREAS WILL BE CONCEALED AND THE LIGHTING INDIRECT NOT VISIBLE FROM A PUBLIC VIEWPOINT. LIGHT SOURCES SHOULD BE DIRECTED SO THAT IT DOES NOT FALL OUTSIDE THE AREA TO BE LIGHTED.

ALL EXTERIOR SURFACE AND ABOVE-GROUND MOUNTED FIXTURES WILL BE SYMPATHETIC AND COMPLIMENTARY TO THE ARCHITECTURAL THEME.

EXTERIOR LIGHTING LEGEND

SYMBOL	TYPE/TECHNIQUE:	LOCATION:
	12' HT THEME POLE	PEDESTRIAN WALKWAYS/ENTRY DRIVE FIXTURE WILL NOT PRODUCE OFF-SITE GLARE
	12' HT POLE	COURTYARDS
	STREET LIGHT	STREETSCAPE STREET LIGHTS PER CITY STANDARDS AND APPROVED PLAN, AS NEEDED PER THE CITY STANDARDS AND THE APPROVED STREET IMPROVEMENT PLANS
	42" HT LIGHT BOLLARD	PEDESTRIAN WALKWAYS
	BUILDING MOUNTED SCONCE	TO BE SELECTED BY ARCHITECT
	CEILING LIGHT	METAL TRELLIS STRUCTURES / ARCHITECTURE. FIXTURE WILL NOT PRODUCE OFF-SITE GLARE

AFFIDAVIT OF MAILING NOTICE OF PUBLIC HEARING

STATE OF CALIFORNIA)

County of Orange) ss

I, ANDREW GONZALES say that on the 26th day of February a copy of the notice attached hereto was mailed to each of the persons whose name and address appears on the attached list. Said mailings was done at the City of Placentia City Hall, Planning Division, located at 401 E. Chapman Avenue, Placentia, California

Project Address: 777 W. Orangethorpe Avenue & 776 S. Placentia Avenue

Case No.: DPR 2025-03 & VTTM 19467

Meeting Date: March 10, 2026

I declare, under penalty of perjury, that the foregoing is true and correct.

Andrew Gonzales

Executed at Placentia, California on this 26th day of February, 2026.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Placentia will hold a public hearing in the **Council Chambers** of the Placentia City Hall, 401 E. Chapman Avenue on **Tuesday, March 10, at 6:30 p.m.**, or as soon thereafter as the matter may be heard, to consider the following items:

APPLICANT: **Orangethorpe Investment Partners, LLC, c/o Gilad Ganish**

PROJECT LOCATION: **777 W. Orangethorpe Avenue & 776 S. Placentia Avenue (adjacent to the northeast corner of W. Orangethorpe Avenue and S. Placentia Avenue) APN 339-112-27**

CASE NOS.: **Development Plan Review No. DPR 2025-03 and Vesting Tentative Tract Map No. VTTM 19467**

REQUEST: **DPR**: To permit the demolition of all onsite structures associated with a former car dealership use and to permit the development of 11 three-story, townhome-style buildings consisting of 75 residential condominium units, including five live-work units, on a previously 2.72-acre developed site. The project also includes two open plaza areas totaling 3,000 square feet, along with enhanced landscaping and hardscape improvements. **VTTM**: A request to subdivide the property for the purpose of creating 75 residential condominium units.

Environmental Determination (CEQA) The proposed development is statutorily exempt pursuant to Public Resources Code § 21080.66 (AB 130 – Infill Housing Development Projects).

ALL INTERESTED PERSONS are invited to attend this hearing and express opinions upon the items listed above.

ANY WRITTEN MATERIALS to be submitted to the Planning Commission should be submitted to the Planning Division at least twenty-four (24) hours prior to the hearing. Ten (10) copies are requested.

IF YOU CHALLENGE this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearings described in this notice or written correspondence delivered to the Planning Commission.

FURTHER INFORMATION on these items may be obtained at the Development Services Department, Planning Division, or by telephone: (714) 993-8124.

Joseph Lambert
SECRETARY TO THE PLACENTIA PLANNING COMMISSION

PUBLISHED: February 26, 2026
MAILED: February 26, 2026
POSTED: February 26, 2026

PARA INFORMACÍON EN ESPAÑOL, LLAME AL (714) 993-8124

NOTICE OF PUBLIC HEARING

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CITY OF PLACENTIA
Development Services Department
401 East Chapman Avenue
Placentia, CA 92870

OFFICIAL NOTICE

AFFECTING YOUR PROPERTY

PLEASE READ!

AVISO OFICIAL AFECTANDO SU PROPIEDAD

FAVOR DE LEER!

CITY OF PLACENTIA
Development Services Department
401 East Chapman Avenue
Placentia, CA 92870

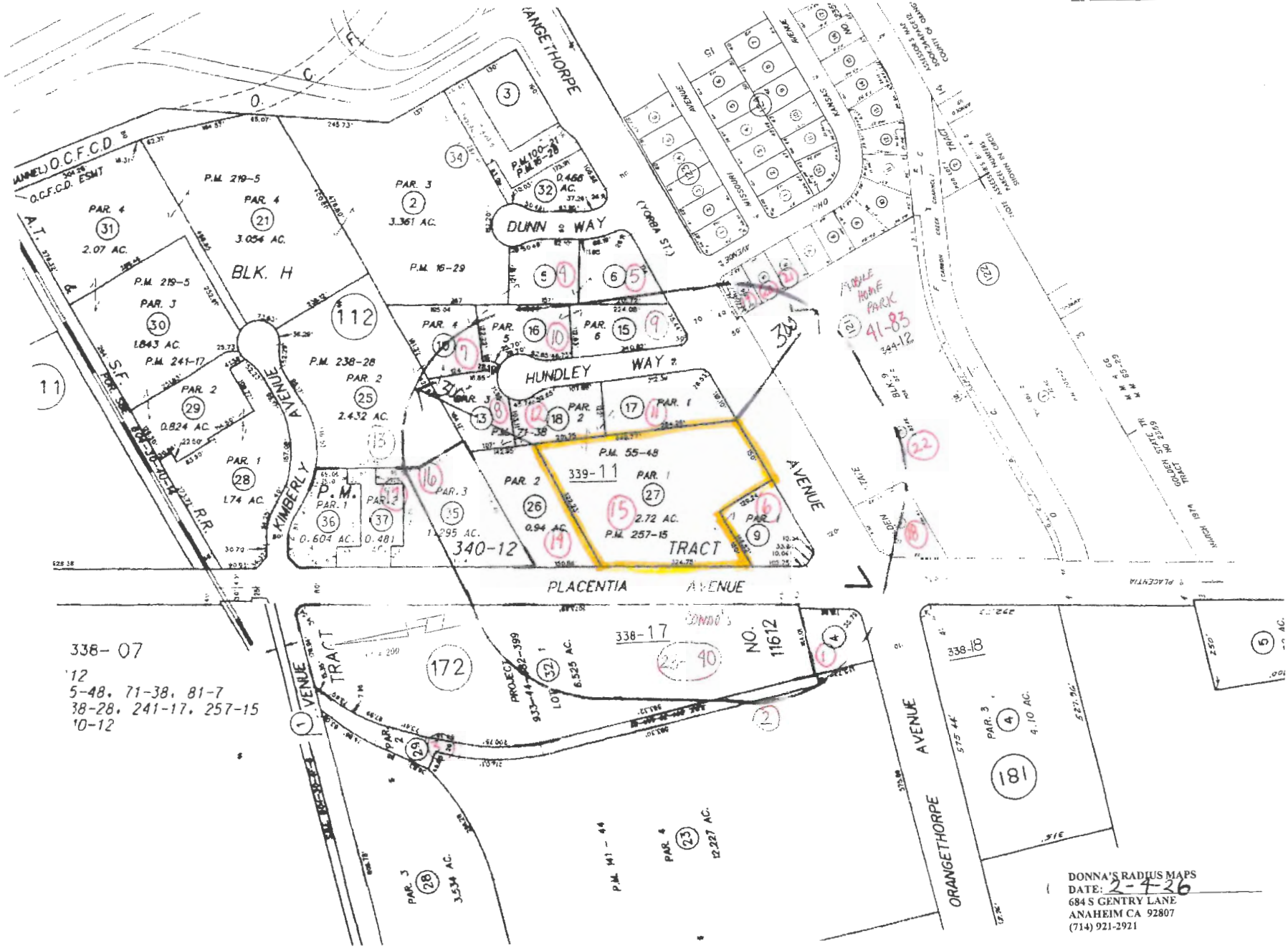
OFFICIAL NOTICE

AFFECTING YOUR PROPERTY

PLEASE READ!

AVISO OFICIAL AFECTANDO SU PROPIEDAD

FAVOR DE LEER!


ORANGETHORPE
DUNN WAY
HUNDLEY WAY
KIMBERLY AVENUE
PLACENTIA AVENUE
ORANGETHORPE AVENUE
TRACT
P.M. 55-48
339-11
2.72 AC.
P.M. 257-15
340-12
338-17
338-16
338-07
BLK. H
112
172
181
P.M. 219-5
P.M. 16-29
P.M. 238-28
P.M. 241-17
P.M. 100-21
P.M. 85-28
MOBILE HOME PARK
41-83
DONNA'S RADIUS MAPS
DATE: 2-4-26
684 S GENTRY LANE
ANAHEIM CA 92807
(714) 921-2921

ELDEN ELECTRICAL EXHIBITION
715 HUNDLEY WAY
Placentia, CA 92870

COAST AIRBRUSH
751 DUNN WAY
Placentia, CA 92870

T.C. SPECIALTIES, INC.
460 INDUSTRIAL WAY
Placentia, CA 92870

INDUSTRIAL METAL PRINTING
821 W CROWTHER
Placentia, CA 92870

HEDRICK-MCDONALD PROPERTIES
797 W ORANGETHORPE AVE
Placentia, CA 92870

KLK LAW GROUP LLP
701 W KIMBERLY AVE SUITE 250
Placentia, CA 92870

JACK IN THE BOX #3203
797 W ORANGETHORPE AVE
Placentia, CA 92870

BIMBO BAKERIES USA INC
500 S PLACENTIA AVE
Placentia, CA 92870

QUALITY INN PLACENTIA
710 W KIMBERLY AVE
Placentia, CA 92870

CALI RAISED MOTORSPORTS INC.
735 W ORANGETHORPE AVE.
Placentia, CA 92870

LINDE GAS & EQUIPMENT INC.
617 W ORANGETHORPE AVE
Placentia, CA 92870

ROSSI/JACKSON INC
708 DUNN WAY
Placentia, CA 92870

CONTRERAS METAL POLISHING
461 INDUSTRIAL WAY
Placentia, CA 92870

DBR CUSTOM UPHOLSTERY
817 W CROWTHER
Placentia, CA 92870

HARRISON TAX SERVICE
711 W KIMBERLY AVE #275
Placentia, CA 92870

LANGUAGE SYSTEMS
750 S PLACENTIA AVE
Placentia, CA 92870

MR'S K'S MINI MART
615 W ORANGETHORPE AVE.
Placentia, CA 92870

MITECH
702 DUNN WAY
Placentia, CA 92870

RESIDENCE INN BY MARRIOTT-PLAC
700 W KIMBERLY AVE
Placentia, CA 92870

TES COVERS
735 W ORANGETHORPE AVE.
Placentia, CA 92870

STOCKER & COLLINS LLC
751 DUNN WAY
Placentia, CA 92870

HAZ PARTY RENTALS
455 INDUSTRIAL WAY
Placentia, CA 92870

PACIFIC ARCHITECTURAL WOODWORKING
466 INDUSTRIAL WAY
Placentia, CA 92870

LABEL SPECIALTIES INC.
704 DUNN WAY
Placentia, CA 92870

TAXSHIELD INC.
711 W KIMBERLY AVE #170
Placentia, CA 92870

APLUS RECRUITING
701 KIMBERLY AVE #110
Placentia, CA 92870

THE BRUERY LLC
715 DUNN WAY
Placentia, CA 92870

LUMEN 21, INC.
711 KIMBERLY AVE. #110
Placentia, CA 92870

SPRINGHILL SUITES BY MARRIOTT
380 S PLACENTIA AVE
Placentia, CA 92870

SPEED WAGON AUTO REPAIR
710 HUNDLEY WAY
Placentia, CA 92870

D & M AUTO
625 W ORANGETHORPE AVE
Placentia, CA 92870

AUTO NETWORK GROUP INC
625 W ORANGETHORPE AVE
Placentia, CA 92870

GMS AUTO
609 W ORANGETHORPE AVE.
Placentia, CA 92870

BEST 4 LESS - PLACENTIA 2
480 S PLACENTIA AVE
Placentia, CA 92870

MAXIMUM SPEED PERFORMANCE PARTS
829 W CROWTHER
Placentia, CA 92870

OC DRIVELINE AND GEAR INC
471 INDUSTRIAL WAY
Placentia, CA 92870

MUFFLER MAN
475 INDUSTRIAL WAY
Placentia, CA 92870

BRONSTON PERFORMANCE ENGINES
702 DUNN WAY
Placentia, CA 92870

INTERFACE REHAB INC.
774 S. PLACENTIA AVE #200
Placentia, CA 92870

TWINS CHIROPRACTIC
600 S PLACENTIA AVE #600
Placentia, CA 92870

HENRY SCHEIN PPT, INC.
620 S PLACENTIA AVE
Placentia, CA 92870

HPR INC
620 S PLACENTIA AVE
Placentia, CA 92870

CONCENTRA HEALTH SERVICES INC
640 S PLACENTIA AVE
Placentia, CA 92870

Orange County Transportation Authority
(OCTA)
c/o Dan Phu, Director of Planning
550 South Main Street
Orange, CA 92868

City of Fullerton - Community & Economic Development Department
c/o Chris Schaefer, Planning Manager
303 West Commonwealth Avenue
Fullerton, CA 92832

City of Anaheim - Planning & Building Department
c/o Sean Nicholas, Principal Planner
200 South Anaheim Boulevard
1st Floor, Suite 162
Anaheim, CA 92805

AT&T
c/o Dan Vozenilek
Lead Internal Affairs
1452 Edinger Avenue
Tustin, CA 92780

Charter/Spectrum Communications
c/o Jefferey Childers
560 S. Promenade Avenue, Unit 102
Corona, CA 92879

SoCal Gas
c/o Gabriel Delgado, Planning Manager
701 N. Bullis Road
Compton, CA 90221

Southern California Edison
c/o Michael Saragoza, Planning Specialist
1851 West Valencia Drive
Fullerton, CA 92833

Golden State Water Company
c/o Ken Vecchiarelli
2283 Via Burton
Anaheim, CA 92806

South Coast Air Quality Management District
c/o Lisa Tanaka-O'Malley
21865 Copley Drive
Diamond Bar, CA 91765

Regional Water Quality Control Board
c/o Terry Reeder, Senior Engineering Geologist
3737 Main Street, Suite 500
Riverside, CA 92501

Lot 318
c/o Letty Gali, Director
536 Dartmouth Drive
Placentia, CA 92870

Republic Services
Peter Beseda, General Manager
1235 North Blue Gum St.
Anaheim, CA 92806

Placentia-Yorba Linda USD - Maintenance and Facilities
c/o Shelly Winters
1301 East Orangethorpe Avenue
Placentia, CA 92870

Orange County Sanitation District
Planning Department
18480 Bandilier Circle
Fountain Valley, CA 92708

Caltrans
District 12
1750 East 4th Street, Suite 100
Santa Ana, CA 92705

Rebecca Davis
Lozeau Drury LLP
1939 Harrison Street, Suite 150
Oakland, CA 94612

Chase Preciado
Lozeau Drury LLP
1939 Harrison Street, Suite 150
Oakland, CA 94612

Leslie Reider
Lozeau Drury LLP
1939 Harrison Street, Suite 150
Oakland, CA 94612

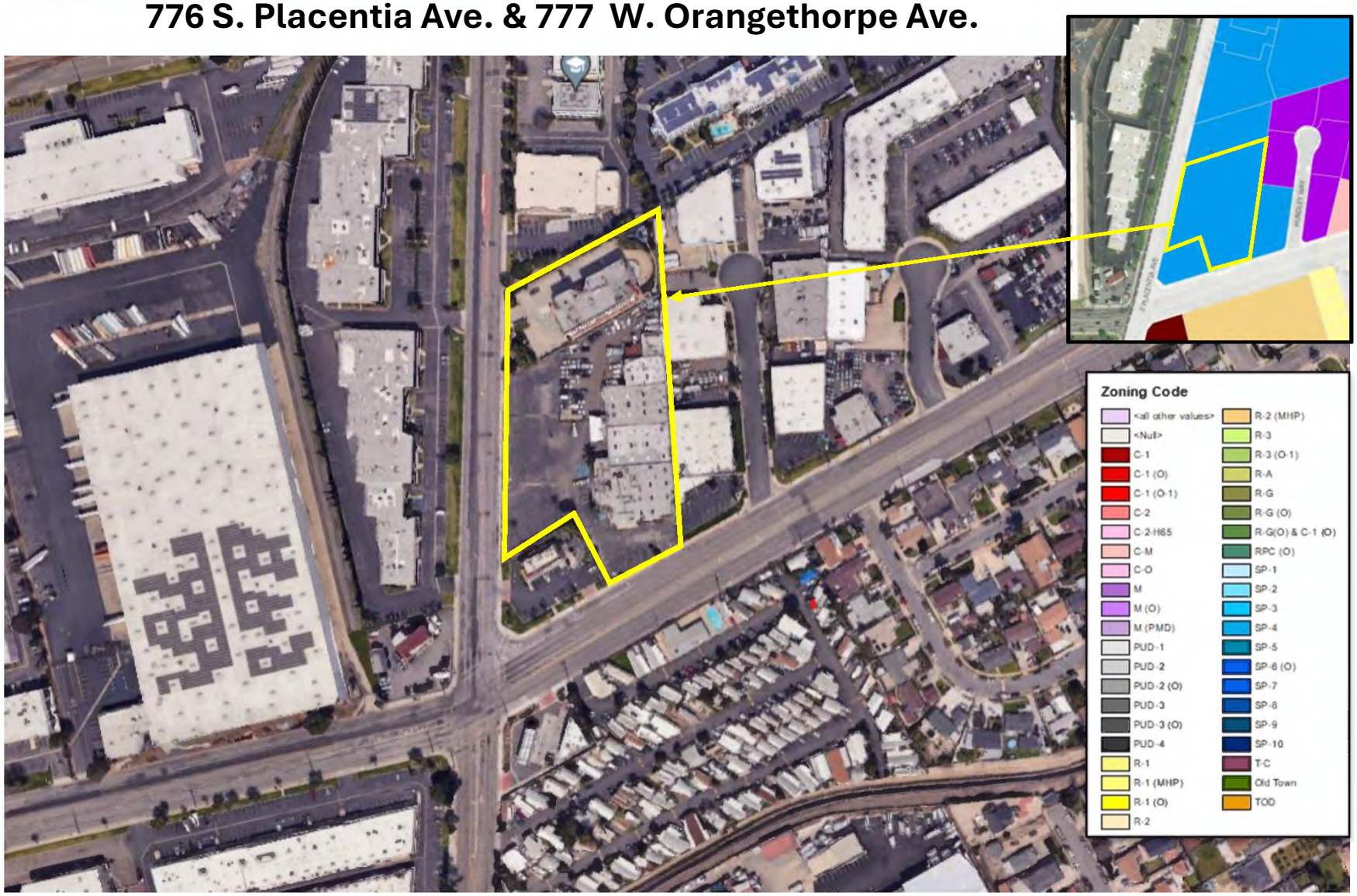
Placentia-Yorba Linda Unified School District
1301 E. Orangethorpe Avenue
Placentia, CA 92870-5302

Yorba Linda Water District
c/o Annie Alexander
1717 East Miraloma Ave,
Placentia, CA 92870

VICINITY MAP

DPR 2025-03 & VTTM 19467

776 S. Placentia Ave. & 777 W. Orangethorpe Ave.





Along W. Orangethorpe Avenue facing northeast



Along S. Placentia Avenue facing southeast



Along S. Placentia Avenue facing east



S. Placentia Avenue & W. Orangethorpe Avenue intersection facing northeast



Along S. Placentia Avenue facing east



Standing on the public sidewalk adjacent to the northwest portion of the subject property



Standing on the public sidewalk facing north along S. Placentia Avenue



Standing on the public sidewalk facing west along W. Orangethorpe Avenue

Agenda Item No: 1.h

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 21, 2026

Submitted by: Teri Knutson

From: Police Department

Subject:
APPROVAL OF ORANGE COUNTY ANIMAL CARE SERVICES AGREEMENT

Financial Impact:
Fiscal Impact:
Approximately $487,925 per year.

Summary:
The City of Placentia currently contracts with the Orange County Animal Care Services (OCACS) for the provision of animal care services. The existing agreement between the City and the County is scheduled to expire at the end of May. The Orange County Board of Supervisors approved the Master Agreement for the provision of Orange County Animal Care Services on February 24, 2026. This enables participating cities to enter into renewed agreements for continued services.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Approve the Master Agreement for the Provision of Orange County Animal Care Services (OCACS) between the City of Placentia and the County of Orange for the period covering May 31, 2026, through May 30, 2031; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
This item conforms to Strategic Plan Goal No. 2: Public Safety, to provide a safe, family-friendly environment through proactive policing, efficient fire and emergency medical services, disaster preparedness, and strong community partnerships that protect residents, businesses and visitors.

Discussion:
In 2016, the City Council approved the current Animal Care Services and Participation Agreements, committing to a ten-year partnership with the County and sharing in the cost to construct a new County animal shelter in Tustin. In addition to Placentia, the cities of Anaheim, Brea, Cypress, Fountain Valley, Fullerton, Huntington Beach, Lake Forest, Orange, San Juan Capistrano, Santa Ana, Tustin, Villa Park, and Yorba Linda entered into 10-year agreements with OCACS for the provision of animal care services.

To support continued regional partnership and recognize the contract cities' financial investment in the County animal shelter, OCACS collaborated with a committee of five city managers, appointed by the Orange County City Managers Association, to review and develop updated terms for a new Master Agreement for the provision of animal care services. Key provisions of the proposed Master Agreement include:

- Establishment of a single, consolidated agreement that retains key provisions from the original Participation Agreement.
- A five-year contract term.
- A billing stabilization methodology designed to smooth fluctuations in actual service costs over the fiscal year.
- New cities may contract with the County for animal care services and must fund any required shelter expansion or, if none is needed, pay an additional 5% of their annual Notice of Intent toward shelter maintenance and capital improvements during the agreement term.
- The County provides seven service categories under the agreement. Any new non-mandated service categories introduced during the term of the agreement require 12 months' notice and allow the city to opt-in or out.

The proposed Master Agreement, approved by the County Board of Supervisors on February 24, 2026, has been reviewed by the City Attorney's Office. OCACS has provided reliable and effective animal care, delivering services in a cost-effective manner due to costs being spread regionally among participating cities. Based on their performance and proven partnership, Staff recommends that the City Council approve a new five-year Animal Care Services Agreement with the County.

Attachments

Agreement for Provision of OC Animal Care Services - City of Placentia.pdf
FY26.27 Animal Shelter NOI.pdf

AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CITY OF PLACENTIA
MAY 31, 2026 THROUGH MAY 30, 2031

THIS AGREEMENT entered into this 31 day of May, 2026, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of California ("COUNTY") and the CITY OF PLACENTIA ("CITY"). This AGREEMENT shall be administered by County of Orange OC Community Resources ("ADMINISTRATOR"). COUNTY and CITY may be referred to individually as a "PARTY" and collectively as the "PARTIES."

W I T N E S S E T H:

WHEREAS, COUNTY owns, and through OC Animal Care operates, an animal care shelter facility at 1630 Victory Road, Tustin, California ("SHELTER"); and

WHEREAS, CITY wishes to contract with COUNTY for the provision of the Animal Care Services described herein; and

WHEREAS, COUNTY is willing and able to provide such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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EXHIBIT B

Animal Care Notice of Intent ..... 1 Page

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REFERENCED CONTRACT PROVISIONS

Term: MAY 31, 2026 through MAY 30, 2031

Notices to COUNTY and CITY:

COUNTY: County of Orange
OC Community Resources
Director's Office
1770 North Broadway
Santa Ana, CA 92706-2642

and

County of Orange
OC Community Resources
OC Animal Care Director
1630 Victory Rd.
Tustin, CA 92782

CITY: Jennifer Lampman
City Administrator
City of Placentia
401 East Champman Ave
Placentia, CA 92870

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I. ALTERATION OF TERMS

This AGREEMENT, together with Exhibit A and B, attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CITY with respect to the subject matter of this AGREEMENT, and shall constitute the total agreement between the PARTIES for these purposes. No addition to, or alteration of, the terms of this AGREEMENT, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both COUNTY and CITY.

II. INDEMNIFICATION AND INSURANCE

A. CITY agrees to indemnify, defend and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CITY pursuant to this AGREEMENT. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

B. COUNTY agrees to indemnify, defend and hold CITY, its elected and appointed officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to, personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this AGREEMENT. If judgment is entered against COUNTY and CITY by a court of competent jurisdiction because of the concurrent active negligence of CITY, COUNTY and CITY agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

C. Each PARTY agrees to provide the indemnifying PARTY with written notification of any claim related to services provided by either PARTY pursuant to this AGREEMENT within thirty (30) calendar days of notice thereof, and in the event the indemnifying PARTY is subsequently named party to the litigation, each PARTY shall cooperate with the indemnifying PARTY in its defense.

D. Without limiting CITY's indemnification, CITY warrants that it is self-insured or shall maintain in force at all times during the term of this AGREEMENT, the policy or policies of insurance covering its operations, placed with reputable insurance companies. Upon request by ADMINISTRATOR, CITY shall provide evidence of such insurance.

E. Without limiting COUNTY's indemnification, COUNTY warrants that it is self-insured or shall maintain in force at all times during the term of this AGREEMENT, the policy or policies of insurance covering its operations, placed with reputable insurance companies. Upon request by CITY, COUNTY shall provide evidence of such insurance.

III. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this AGREEMENT shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified on Page 3 of this AGREEMENT or otherwise directed by ADMINISTRATOR or CITY;

2. When FAXed, transmission confirmed;

3. When sent by electronic mail; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

B. Termination Notices shall be addressed as specified on Page 3 of this AGREEMENT or as otherwise directed by ADMINISTRATOR or CITY and shall be effective when FAXed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

C. Each PARTY shall notify the other PARTY, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose either PARTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CITY.

D. For purposes of this AGREEMENT, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

IV. SEVERABILITY

If a court of competent jurisdiction declares any provision of this AGREEMENT or application thereof to any person or circumstances to be invalid or if any provision of this AGREEMENT contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this AGREEMENT or the application thereof shall remain valid, and the remaining provisions of this AGREEMENT shall remain in full force and effect, and to that extent the provisions of this AGREEMENT are severable.

V. STATUS OF THE PARTIES

Each PARTY is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this AGREEMENT. Each PARTY is entirely responsible for compensating staff and consultants employed by that PARTY. This AGREEMENT shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CITY or any of either PARTY's employees, agents, consultants, or subcontractors. Each PARTY assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during

the course and scope of their employment. Each PARTY, its agents, employees, or subcontractors, shall not be entitled to any rights or privileges of the other PARTY's employees and shall not be considered in any manner to be employees of the other PARTY.

VI. TERM

A. The term of this AGREEMENT shall commence as specified on Page 3 of this AGREEMENT.

B. The term of this AGREEMENT shall be automatically renewed each July for twelve (12) additional months, for a period of five (5) years, provided no notice of termination has been given by either PARTY in accordance with the "TERMINATION" paragraph of this AGREEMENT.

VII. TERMINATION

A. COUNTY may terminate this AGREEMENT, without cause, upon twelve (12) months written notice to CITY or immediately upon default by the CITY of its obligations hereunder.

B Upon termination, both PARTIES shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

C.. The obligations of COUNTY or CITY under this AGREEMENT are contingent upon the provision of sufficient funding for the services hereunder in the applicable budgets approved by the Board of Supervisors and the CITY's City Council. In the event such funding is subsequently reduced or not appropriated, either PARTY may terminate this AGREEMENT upon thirty (30) calendar days written notice to the other PARTY. CITY acknowledges that the sharing of costs among the COUNTY and all contracting cities provides cost efficiencies and operational savings to COUNTY and each contracting city, and that COUNTY and each contracting city have entered into their services agreements in reliance on such shared costs and resulting savings. CITY further acknowledges that the withdrawal by CITY from the program would increase the financial burden of services on COUNTY and all remaining contracting cities, and acknowledges and agrees that it is the current intent of CITY to acquire Animal Care Services from the COUNTY pursuant to this AGREEMENT for a term of at least five (5) years, and that other cities acquiring services from the COUNTY are relying on CITY's stated intention and the sharing of costs with CITY in electing to acquire similar services. CITY acknowledges and agrees that this AGREEMENT is contingent upon other local cities entering into similar agreements with the COUNTY to provide Animal Care Services for a period of five (5) years, and that this AGREEMENT will not be effective until other cities enter into similar agreements with the COUNTY to provide an estimated annual aggregate of at least 75% of the dollar value of Animal Care Services provided to contract cities during the twelve months prior to execution of this AGREEMENT.

VIII. THIRD PARTY BENEFICIARY

Neither PARTY intends this AGREEMENT to create rights hereunder in any third parties including, but not limited to, any subcontractors or any clients provided services hereunder.

IX. WAIVER OF DEFAULT OR BREACH

Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any breach of any provision of this AGREEMENT shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach shall not be considered a modification of the terms of this AGREEMENT.

X. USE OF SHELTER UPON DISCONTINUANCE OF USE BY COUNTY

A. The SHELTER, which is owned and operated by COUNTY, shall be used by COUNTY for the provision of services for contracting cities and COUNTY unincorporated areas, as needed, pursuant to the terms of current and future services agreements. In the event COUNTY elects to discontinue usage of the SHELTER for animal sheltering purposes prior to December 31, 2066, COUNTY shall offer to those CITIES then currently contracting with COUNTY, whose AGREEMENTS contain this provision, to receive services pursuant to a services agreement the opportunity to lease the SHELTER strictly for animal sheltering purposes until such date, at a costs of $1.00 per year plus all rental costs, if any, owed to South Orange County Community College District (SOCCCD) pursuant to the Ground Lease entered into between COUNTY and SOCCCD.

B. Each and every CITY exercising this option shall be responsible for all operational costs; utility costs; maintenance, alteration, repair, and improvement costs; and any other costs of sustaining and operating an animal shelter at the site and shall indemnify COUNTY for any costs or liabilities resulting from or relating to the site. Upon exercise of the option, the COUNTY and the optioning CITIES shall use best efforts to negotiate mutually agreeable terms for the resulting lease. If the PARTIES cannot agree to mutually agreeable terms within one hundred and eighty (180) days after the exercise of the option, the option will terminate. The option provided for in this subsection is exclusive to those CITIES described above and may only be exercised collectively by those CITIES that elect to exercise the option or, if only one CITY wishes to do so, by that single electing CITY. The option must be exercised, if at all, within one hundred and eighty (180) days after COUNTY notifies CITIES of its decision to discontinue use of the SHELTER for animal sheltering purposes. The option provided herein shall be contingent upon the ground lease not terminating by its terms prior to COUNTY obtaining fee hold possession of the site.

C. In the event COUNTY does not yet have fee hold possession of the site as of April 29, 2034, the expiration date of the ground lease, COUNTY shall, at least six months prior to that date, consult with those CITIES then contracting with COUNTY for SERVICES regarding proposed methods of accessing continued use of the site.

XI. PARTICIPATION OF NEW CITIES

A. After full execution of this AGREEMENT, cities not a PARTY to this AGREEMENT (either new cities or cities previously a PARTY to this AGREEMENT whose AGREEMENT has terminated) may be added to the COUNTY's Animal Care Services program at the discretion of and under terms deemed acceptable by the COUNTY. If such new or returning city requests to participate in the Animal Care Services program, and COUNTY elects to provide Animal Care Services to such city, such city will be required to pay all, or, if such expansion is necessitated by the participation of multiple new and/or returning cities, its pro rata portion, of the costs of any SHELTER expansion attributable to such city's anticipated use of the SHELTER. If the COUNTY determines, at its sole discretion, that no expansion is required to accommodate a new or returning city, said city or cities shall be required to pay, in addition to actual annual costs, 5% of its Notice of Intent (see Exhibit A, Section II.A) for shelter maintenance and repair which shall be used by COUNTY to defray the cost of capital projects for the current PARTIES to this Agreement whose contracts did not terminate. CITY payment of 5% above annual Notice of Intent shall be limited to the term of this AGREEMENT. For the sake of clarity and avoidance of misunderstanding, new or returning cities will not be offered the option to lease SHELTER facilities pursuant to the "USE OF SHELTER UPON DISCONTINUANCE OF USE BY COUNTY" paragraph of this AGREEMENT.

XII. GOVERNING LAW AND VENUE

This AGREEMENT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

XIII. ATTORNEY'S FEES

In any action or proceeding to enforce or interpret any provision of this AGREEMENT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees, costs and expenses.

XIV. APPROPRIATIONS

During the term of this AGREEMENT, for each fiscal year, CITY shall make reasonable efforts to adopt all necessary budgets and make all necessary appropriations for all payments due hereunder. To the extent COUNTY has not terminated this AGREEMENT as provided hereunder, the CITY shall continue to make reasonable efforts to make all payments required hereunder.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT in the County of Orange, State of California.

CITY OF PLACENTIA

BY: _____ DATED: _____
CITY ADMINISTRATOR

ATTEST:

BY: _____ DATED: _____
CITY CLERK

APPROVED AS TO FORM:

BY: _____ DATED: _____
CITY ATTORNEY

COUNTY OF ORANGE

BY: _____ DATED: _____

TITLE: _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____
DEPUTY

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
WITH
CITY OF PLACENTIA
MAY 31, 2026 THROUGH MAY 30, 2031

I. DEFINITIONS

A. "Actual Cost" means all COUNTY expenditures, including indirect charges, for providing Animal Care Services to CITY pursuant to this AGREEMENT.

B. "Animal Care Notice of Intent" means the document, signed by authorized representatives of COUNTY and CITY, which specifies all Animal Care Services COUNTY intends to provide to CITY, the estimated cost of the services, and the effective date.

C. "Animal Care Service(s)" means one or more service to be provided by COUNTY to CITY, as specified, by category, in Paragraph II.B. of Exhibit A to this AGREEMENT.

D. "Fee Revenue" means revenue collected by COUNTY for Animal Care Services provided by COUNTY to CITY pursuant to this AGREEMENT.

E. "Fiscal Year" means a twelve (12)-month period from July through June.

F. "Net Cost" means Actual Cost minus Fee Revenue.

G. "Service Details" mean the activities performed by COUNTY within an Animal Care Service category.

II. SERVICES TO BE PROVIDED BY COUNTY

A. ANIMAL CARE NOTICE OF INTENT

1. Annually, by March 1, CITY shall identify which of the Animal Care Services, specified below in subparagraph II.B. of Exhibit A to this AGREEMENT, CITY would like COUNTY to provide during the next Fiscal Year. CITY and COUNTY may agree to individualized levels of Service Details within the Animal Care Services selected. Requests for individualized levels of Service Details will only be considered by COUNTY if the resulting service level will not conflict with state or federal statutes and will not endanger public health.

2. Annually, by April 1, COUNTY shall prepare and send to CITY an Animal Care Notice of Intent which shall include, but not be limited to, a list of Animal Care Services, and individualized Service Details, if any, COUNTY agrees to provide, estimated costs for said services, and the start date for those services. COUNTY shall provide the Animal Care Services specified in the Animal Care Notice of Intent signed by both ADMINISTRATOR or designee, and an authorized representative of CITY.

3. Upon mutual AGREEMENT of CITY and COUNTY, COUNTY may prepare a new or

amended Animal Care Notice of Intent at any time, may change due dates specified in subparagraph II.A.1. and II.A.2. of Exhibit A to this AGREEMENT, and may modify the format of the Animal Care Notice of Intent attached to this AGREEMENT as Exhibit B.

B. ANIMAL CARE SERVICES – COUNTY provides the following seven (7) categories of Animal Care Services. COUNTY shall provide to CITY the Animal Care Services specified on the most current, Animal Care Notice of Intent for the Fiscal Year, signed in accordance with subparagraph II.A.2. of this Exhibit A to the AGREEMENT. Each category of service includes Service Details which may be added or changed by ADMINISTRATOR upon six (6) months prior notification to CITY. However, any new Service Level Details not required by law and which were not contemplated or included in the Animal Care Notice of Intent approved by the PARTIES and in place at the time of the proposed change(s) shall require twelve (12) months prior notice to CITY, and CITY may opt in of the New Service Level Details.

1. ANIMAL CONTROL SERVICES – Animal Control Services include, but are not limited to, emergency response service; patrolling; impounding of stray animals and of owner-released animals; animal cruelty investigations; animal bite investigations; citation issuance; field release to owner and impound fee collection for impounded animals; quarantine activities including home checks of animals involved in bites; site inspections required to comply with vicious dog ordinances; emergency transportation of injured, impounded animals to a veterinarian; impounding of deceased animals for disposal; responses to requests for assistance from law enforcement and CITY officials regarding suspected criminal activities or zoning violations related to animals; advice to residents regarding wildlife management or other animal concerns, not to include wildlife eradication or relocation services; injured wildlife pick-up; animal license issuance and renewal, fee collection and payment services; customer support regarding animal licensing; animal license billing; and delinquent animal license follow-up; assistance to residents regarding potentially dangerous and/or vicious animals; impound data entry; and impound animal photography.

2. ANIMAL CARE SPECIAL SERVICES

a. Animal Care Special Services include, but are not limited to animal license issuance and renewal; fee collection and payment services; customer support regarding animal licensing; animal license billing; delinquent animal license follow-up; digital canvassing to locate and license unlicensed animals; inspection of animal-related businesses in CITY jurisdiction in response to complaints and in accordance with COUNTY established inspection schedules; and when applicable, issuance of animal permits for private homes.

3. ANIMAL CARE SHELTER SERVICES

a. Animal Care Shelter Services for animals impounded by OC Animal Care include, but are not limited to, retention of impounded animals at COUNTY's Animal Care Shelter (Shelter), public display of animals to allow owner identification; contact of owners when animals are wearing identification; sale or release of impounded animals to residents; animal evaluation for adoption;

reasonable effort toward animal placement; public education; volunteer services; rescue group coordination; euthanasia and disposal of animals that are neither redeemed nor adopted; veterinary services and spay/neuter surgeries consistent with standards established by the California Veterinary Medical Board; and necropsies on animals that die under suspicious circumstances or at the request of law enforcement.

b. CITY may request additional retention days for healthy, non-aggressive impounded animals. Additional retention days will be offered to CITY upon written approval by COUNTY's OC Community Resources Director, or designee, on a space available basis only.

c. COUNTY agrees to maintain its Shelter in a humane manner, keep said premises in a clean condition at all times, and use humane methods of care.

d. No animals may be donated, sold or otherwise released for the purposes of experimentation, research or vivisection.

4. BARKING DOG COMPLAINT SERVICES – Barking Dog Compliant Services include, but are not limited to, receipt of barking dog complaints from residents, customer assistance regarding barking dog complaints, issuance of citations, and administrative hearings in response to complaints received by COUNTY for barking dogs within jurisdiction of CITY.

5. STANDARD LICENSING SERVICES – Standard Licensing Services include, but are not limited to, animal license issuance and renewal, fee collection and payment services; customer support regarding animal licensing; animal license billing; and delinquent animal license follow-up.

6. CITY LICENSE SERVICES

a. City License Services include, but are not limited to, issuance of CITY animal licenses at the time of adoption or redemption by owners. CITY shall provide CITY licensing tags to COUNTY. COUNTY shall provide quarterly licensing reports to CITY.

b. CITY shall make its best effort to provide updated animal licensing information to COUNTY.

7. ANIMAL IMPOUND SERVICES – Animal Impound Services include, but are not limited to, data entry of impound information for each live or deceased animal from CITY, impound animal photography for each live animal, owner notification of impounded animal, and posting of animal photographs on COUNTY website. COUNTY shall receive CITY animals at Shelter at times arranged by COUNTY.

C. COUNTY shall notify CITY of COUNTY's hours of operation for Animal Care Services. COUNTY may adjust hours of operation for Animal Care Services upon ninety (90) calendar days prior notification given to CITY.

D. Animals which are being retained for criminal prosecutions, except for violations of animal control regulations and/or ordinances pursuant to this AGREEMENT, are not to be construed as held pursuant to the services provided under this AGREEMENT; housing will be provided at the discretion of COUNTY and at COUNTY's usual and customary charges for such housing.

E. To facilitate the performance of services, COUNTY shall have full cooperation and assistance from CITY, its officers, agents and employees.

III. PAYMENTS

A. BASIS FOR PAYMENT

1. CITY shall pay COUNTY the Net Cost of providing Animal Care Services specified in Animal Care Notice of Intent for CITY signed in accordance with subparagraph II.A. CITY Net Costs may include services/supplies procured but not yet delivered within the Fiscal Year.

2. The methodology for determining CITY's Actual Cost of Animal Care Services shall be provided to CITY annually in accordance with the Reports paragraph of this AGREEMENT. CITY shall adopt Animal Care Services fees consistent with the most recent animal care services fees approved by the County of Orange Board of Supervisors (the "COUNTY FEES") which fee amounts will be charged for Animal Care Services within CITY's jurisdiction and shall be used in determining CITY's Actual Cost of Animal Care Services. If CITY wishes to adopt fees which are different from the COUNTY FEES, CITY shall notify COUNTY of the applicable fee amounts to be charged for Animal Care Services within CITY's jurisdiction (the "CITY FEES") and CITY FEES will be charged for Animal Care Services within CITY's jurisdiction and shall be used in determining CITY's Actual Cost of Animal Care Services.

3. COUNTY shall record and retain all Fee Revenue derived from providing Animal Care Services to CITY. CITY's Fee Revenue shall be credited to CITY's Actual Cost of Animal Care Services. COUNTY shall have all fee collection powers of CITY and shall receive full cooperation from CITY to enable efficient enforcement of fee collection.

B. PAYMENT SCHEDULE

1. Each Fiscal Year, CITY shall pay COUNTY in arrears for the Net Cost of Animal Care Services provided in accordance with the following payment schedule. Billings are due from COUNTY to CITY within thirty (30) calendar days following the three-month Period specified below.

Period	Billing Due	Payment Due
July 1 through September 30	October 30	November 25
October 1 through December 31	January 30	February 25
January 1 through March 31	April 30	May 25
April 1 through June 30	July 30	August 25

2. Because Actual Costs may fluctuate based on service utilization during a given billing period (e.g. a hoarding case), CITY shall be billed either in equal installments based on its Notice of Intent for that year, or based on actual utilization for the period, whichever is greater for the first three quarters of the year with the final, fourth quarter billed on actual utilization for the full year of services.

3. If payment is not received by COUNTY by the payment due date specified above in subparagraph III.B. of Exhibit A to this AGREEMENT, COUNTY may cease providing any further service under this AGREEMENT and may satisfy the indebtedness in any manner prescribed by law.

4. COUNTY may modify the payment schedule upon six (6) months written notification to CITY.

IV. CITY MANAGERS ASSOCIATION ANIMAL CARE COMMITTEE

A subcommittee of the Orange County City Managers Association representing all cities participating in OCAC services exists to facilitate communication between OCAC and the city managers and staff of participating cities regarding financial and operational matters of OCAC, including, but not limited to: the assessment of cost options for animal care services provided under the Services Agreements; supplemental services or financial requests which result in a change to a participating city's Actual Cost; consideration of new or adjusted fees; and other Service Details which may arise during the course of the AGREEMENT. COUNTY shall provide regular updates on operations to the City Managers Association Animal Care Committee and to a participating city upon request.

V. LAWS AND REGULATIONS

A. COUNTY shall comply with all applicable governmental laws, regulations, and requirements related to Animal Care Services, as they exist now or may be hereafter amended or changed and shall enforce federal and state statutes deemed applicable to CITY by COUNTY. Animal Care Services provided by COUNTY to CITY may be changed to comply with said laws, regulations, and requirements. ADMINISTRATOR will make its best efforts to notify CITY of changes that may impact Animal Care Services provided through this AGREEMENT.

B. For each Animal Care Service that COUNTY agrees to provide to CITY in an Animal Care Notice of Intent, CITY shall enact and maintain in full force and effect ordinances identical to COUNTY ordinances which apply to said service, including but not limited to, those related to fees. ADMINISTRATOR shall notify CITY of the deadline for adopting said ordinances. If COUNTY is unable to enforce an animal care ordinance because of the limitations of a CITY ordinance or failure of CITY to adopt identical ordinances related to an Animal Care Service, COUNTY may suspend provision of one or all Animal Care Services to CITY or may terminate this AGREEMENT. It is the sole responsibility of CITY to immediately notify COUNTY of any discrepancy between relevant ordinances maintained by CITY and those maintained by COUNTY.

D. If CITY wishes to maintain any relevant ordinance that is not consistent, on any point, with COUNTY ordinances, CITY shall immediately notify COUNTY of the discrepant ordinance. At the sole discretion of COUNTY, COUNTY may waive CITY enactment and maintenance of COUNTY animal care ordinances and may agree to enforce, and issue citations for violations pursuant to, the discrepant CITY ordinance. CITY acknowledges that individualized enforcement of unique CITY ordinances may result in increased costs to CITY.

E. CITY shall notify COUNTY of its intent to add, amend, or delete any CITY animal care ordinance at least ninety (90) calendar days in advance of its addition, amendment, or deletion.

F. CITY may request that specific ordinances adopted by CITY not be enforced in CITY by COUNTY. Requests for exclusion must be submitted in writing and received by COUNTY ninety (90) calendar days prior to the requested exclusion. Requests for exclusion will only be considered by COUNTY if they are not in conflict with state statutes and do not endanger public health. COUNTY shall notify CITY, in writing, of COUNTY's decision regarding the requested exclusion.

G. COUNTY's OC Community Resources Director, or designee, may provide assistance to CITY in defining the manner in which enforcement of a new or amended animal care ordinance would be provided by COUNTY. Requests for assistance must be made in writing and received by COUNTY ninety (90) calendar days prior to the requested implementation of the service. If the cost of such service can be delineated and accommodated by COUNTY, COUNTY will send an amended Animal Care Notice of Intent to CITY which will include reference to the CITY ordinance.

H. CITY will reimburse COUNTY for ordinance enforcement, as specified in the "PAYMENTS" paragraph of this AGREEMENT.

VI. REPORTS

A. Each Fiscal Year, COUNTY shall provide to CITY written, quarterly reports of Animal Care Services revenue and expenses for each period specified below. Said reports will be due to CITY within thirty (30) calendar days of the month following the reporting period, in accordance with the schedule below:

Period	Reports Due
July 1 through September 30	October 30
October 1 through December 31	January 30
January 1 through March 31	April 30
April 1 through June 30	July 30

B. Each Fiscal Year, COUNTY shall provide the following Animal Care Services reports to CITY by July 30:

1. A payment methodology report for Animal Care Services to be provided by COUNTY during the next Fiscal Year and
2. A Fiscal Year intake and outcome report.

C. COUNTY may change the due dates for reports specified in subparagraphs VI.A. and VI.B. above upon six (6) months written notification to CITY.

D. No less than once every three (3) years, COUNTY shall engage an external auditor to review CITY billings.

VII. RECORDS

A. All records created or received by COUNTY in accordance with the performance of COUNTY services pursuant to this AGREEMENT are confidential. COUNTY agrees to keep said records in such form and manner as the Auditor-Controller of COUNTY shall specify. Said records shall be open for examination by CITY at all reasonable times.

B. Once each Fiscal Year, COUNTY shall deliver to CITY only the addresses of each CITY licensed animal upon demand without additional expense or cost to CITY. Any such information requested which is confidential pursuant to the terms of the Public Records Act shall be released to CITY pursuant to government code. Prior to each disclosure, CITY agrees to complete and return to COUNTY a "Confidentiality Agreement" on a form approved or provided by COUNTY. The PARTIES agree and understand that this procedure is required by the Public Records Act and necessitated to permit CITY to obtain the information required for its use, and to allow COUNTY to disclose said information. Upon receipt by COUNTY, the records requested may be released to the extent COUNTY is in possession of such records, and permitted by state law to disclose them voluntarily.

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
WITH
CITY OF PLACENTIA
MAY 31, 2026 THROUGH MAY 30, 2031

ANIMAL CARE NOTICE OF INTENT

This Animal Care Notice of Intent specifies Animal Care Services to be provided to CITY by COUNTY for the Period: «NOI_START» through «NOI_END». COUNTY agrees to provide to the City of «COMPANY2» the following Animal Care Services beginning «NOI_EFFECTIVE»:

«SERVICE1»
«SERVICE2»
«SERVICE3»
«SERVICE4»
«SERVICE5»

The total estimated cost for Animal Care Services specified above is «TOTAL_COST_».

☒ This is a new Animal Care Notice of Intent for the Period indicated above.
☐ This is an Amendment to an existing Animal Care Notice of Intent for the Period indicated above.

Significant Changes Since the Previous Animal Care Notice of Intent:

_____

_____

_____

To the best of my knowledge, this notice specifies the Animal Care Services to be provided by COUNTY.

_____ _____
City of Placentia Representative and Title Date

_____ _____
OC Animal Care Director Date

DYLAN WRIGHT
DIRECTOR
OC COMMUNITY RESOURCES

CYMANTHA ATKINSON
ASSISTANT DIRECTOR
OC COMMUNITY RESOURCES

JOANNE VEEDOR
DIRECTOR
ADMINISTRATIVE SERVICES

MONICA SCHMIDT
DIRECTOR
OC ANIMAL CARE

JULIA BIDWELL
DIRECTOR
OC HOUSING & COMMUNITY DEVELOPMENT

RENEE RAMIREZ
DIRECTOR
OC COMMUNITY SERVICES

PAM PASSOW
DIRECTOR
OC PARKS

JULIE QUILLMAN
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

OC Animal Care
1630 VICTORY ROAD
TUSTIN, CA 92782
PHONE: 714-935-6848
FAX: 714-259-1094

OC Community Resources

April 1, 2026

City of Placentia
Jennifer Lampman
401 E. Chapman
Placentia, CA 92870

RE: OC Animal Care - Notice of Intent

Greetings:

Enclosed for your reference are three copies of the new Animal Care Notice of Intent (NOI). This notice includes a list of the Animal Care services that the County of Orange (County) intends to provide for your City during the upcoming fiscal-year, which spans from 07-01-26 through 06-30-27, at an estimated Net Cost of $487,925.

The methodology used for calculating this estimate is based on the average net cost totals paid by each jurisdiction for services provided and user fees collected during the last two full fiscal-years (07-01-23 to 06-30-25). The Net Cost estimate for the previous NOI was calculated based on the number of Animal Control and Animal Shelter services provided to your City, along with the amount of fee revenue collected, during the most recent 12 months (03-01-24 through 02-28-25). The update in methodology reflects an effort to provide an estimate that normalizes any atypical service volumes.

For fiscal-year 2026-27, the Net Cost estimate for all Contract Cities and the County has increased by 3.07% to $21,523,232. This is primarily due to salary increases approved by the County in labor negotiations with all unions and the continual need for OC Animal Care to fill critical positions in order to provide the high-quality services expected. While a total of 126 filled positions and 17 vacancies is projected for the upcoming fiscal-year, please note that number may be adjusted mid-year in order to meet the current demands for service. The increase is also caused by the rising cost of many essential Animal Care items, which include pharmaceuticals, feed, and general animal supplies.

As stated in the Agreement for Provision of OC Animal Care Services, each City shall be billed either in equal installments based on its Notice of Intent for that year, or based on actual utilization for the period, whichever is greater for the first three quarters of the year with the final, fourth quarter billed on actual utilization for the full year of services. Therefore, your City's actual Net Cost for the entire fiscal-year may be higher or lower than the estimate provided. Also, if any of the previous Contract Cities no longer request services from OC Animal Care or if any new Cities request services, the year-end estimate will be recalculated and an updated version will be provided.

Please review the enclosed NOI, obtain the signature of your City's authorized representative on all three copies, and return them to:

OC Animal Care
Attn: Joseph Powers
1630 Victory Road
Tustin, CA 92782

Once signed by the County, an executed original document will be returned to you.

Sincerely,
Joseph Powers
Budget Analyst

Enclosure

EXHIBIT B
TO AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
WITH
CITY OF PLACENTIA
MAY 31, 2026 THROUGH MAY 30, 2031

ANIMAL CARE NOTICE OF INTENT

This Animal Care Notice of Intent specifies Animal Care Services to be provided to CITY by COUNTY for the Period: JULY 1, 2026, through JUNE 30, 2027. COUNTY agrees to provide to the City of PLACENTIA the following Animal Care Services beginning JULY 1, 2026:

Animal Control Services
Animal Care Special Services
Animal Care Shelter Services
Barking Dog Complaint Services

The total estimated cost for Animal Care Services specified above is $487,925.

☒ This is a new Animal Care Notice of Intent for the Period indicated above.
☐ This is an Amendment to an existing Animal Care Notice of Intent for the Period indicated above.

Significant Changes Since the Previous Animal Care Notice of Intent:

_____

_____

_____

To the best of my knowledge, this notice specifies the Animal Care Services to be provided by COUNTY.

_____ _____
City of PLACENTIA Representative and Title Date

_____ _____
OC Animal Care Director Date

Agenda Item No: 1.i

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 21, 2026

Submitted by: Matthew Di Mario

From: Public Works

Subject:
APPROVAL OF THE WASTE INFRASTRUCTURE SYSTEM ENTERPRISE (WISE) AGREEMENT WITH ORANGE COUNTY WASTE & RECYCLING FOR MUNICIPAL SOLID WASTE DISPOSAL RATES AND SERVICES

Financial Impact:
Fiscal Impact:
None.

Summary:
The County, through Orange County Waste & Recycling (OCWR), operates the County-owned landfill system, including three active landfills and approximately 20 inactive sites. Since 1997, Orange County cities have participated in the Waste Disposal Agreement (WDA), which provided guaranteed landfill capacity and disposal rates of at least 10% below noncontract customers. The WDA has been amended several times, in 2004, 2009, 2015 and most recently for a one-year extension in 2025.

As the WDA neared expiration, OCWR developed the successor Waste Infrastructure System Enterprise (WISE) Agreement. The Orange County City Managers Association (OCCMA), representing cities, sanitary districts, and special districts that rely on the landfill system, coordinated review and negotiations beginning in late 2024. In 2025, OCCMA secured a one-year extension of the WDA through June 30, 2026, allowing additional time for negotiations.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Approve the attached WISE Agreement with the County of Orange for municipal solid waste disposal rates and services; and
2. Authorize the City Administrator, or designee, to execute the agreement on behalf of the City and make minor modifications as necessary.

Strategic Plan Statement:
There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:
The current WDA limits annual rate increases to CPI and does not account for rising operational, regulatory, and environmental compliance costs. OCWR also indicated that

additional capital was needed to fund the Brea Olinda landfill closure and to significantly expand the capacity of the landfill in San Juan Capistrano over the course of the 10-year term. OCWR's initial WISE proposal would have increased disposal rates from $43.76 per ton (FY 25-26 rate) to $82.00 in the first year and were projected to rise to nearly $107.00 by 2035.

Through negotiations, OCCMA reached an agreement on a phased rate structure for the first three years of the agreement. Starting in FY 29-30, the rate includes a CPI increase.

Fiscal Year	Contract Rate
2026-27	$67.00/ton
2027-28	$74.00/ton
2028-29	$81.00/ton
2029-30	$81.00/ton + CPI

Effective July 1, 2026, the increased disposal rates are expected to result in an estimated 10% increase to monthly residential customer bills and an estimated 16% increase for commercial customers. These increases are in addition to any hauler-related cost increases associated with service.

The Proposed Fiscal Year 2026-27 rate schedule is included as Attachment 4 for reference only. These proposed rates include the WISE Agreement increase and CPI increases for trash collection. At a later date, City Staff will present the Proposed Fiscal Year 2026-27 rate schedule for approval and adoption, along with an amended franchise agreement for the 2026-27 fiscal year. Once approved by City Council, the rates and the new agreement will be effective on July 1, 2026.

There is also an Organic Services Agreement (OSA) that is included in the attached WISE Agreement (Attachment 1). This OSA is for reference only. The City of Placentia will not be exercising the organic services portion of the agreement.

Cities must adopt the WISE Agreement by April 30, 2026, to avoid disposal rates up to 10% higher. The 'Participation Threshold' for the WISE Agreement to become effective requires that cities that represent at least 50% of the disposal sent to the County landfills ratify the document. The agreement is for 10 years, through June 30, 2036, with one optional 10-year extension.

Attachments

Attachment 1 - WISE Agreement
Attachment 2 - WISE Franchise Hauler Acknowledgement
Attachment 3 - Service Coordinator Designation Form
Attachment 4 - Proposed FY 2026-27 Placentia Refuse Rate Schedule

WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT
("WISE AGREEMENT")

Between

THE COUNTY OF ORANGE, CALIFORNIA

and
the

CITY OF PLACENTIA

Dated April 21, 2026

County Authorization Date:

City Authorization Date:

April 21, 2026

County Notice Address:

Director
OC Waste & Recycling
601 N. Ross Street 5th Floor
Santa Ana, CA 92701

City Notice Address:

Jennifer Lampman, City Administrator
City of Placentia
401 E Chapman Ave
Placentia, CA 92870

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ESTIMATED ANNUAL TONNAGE

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CUMULATIVE CAPITAL COSTS

APPENDIX 4

FRANCHISE HAULER ACKNOWLEDGEMENT

APPENDIX 5

ORGANIC SERVICES AGREEMENT

WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT

THIS WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT ("WISE Agreement" or "Agreement" are used interchangeably) is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the city, special district, or sanitary district designated on the cover page of this Agreement (the "City"). County and City may hereinafter be referred to singularly as "Party" or collectively as "Parties.".

RECITALS

The County owns, manages and operates a Waste Infrastructure System to manage municipal and solid waste generated within the County of Orange or imported from outside the County pursuant to contractual agreements. The Waste Infrastructure System collectively includes active Class III sanitary landfills ("County Landfills"), resource recovery, recycling and organics programs, infrastructure and operations, closed landfills, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

The County is also responsible for the long-term management of twenty (20) closed landfills as required under Applicable Law.

County Landfills are used for the management of municipal solid waste pursuant to legislation including but not limited to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act") and the Short-lived Climate Pollutants Reduction Act ("SB 1383"). County Landfills are also subject to other State and federal regulations designed to ensure that landfill operations minimize the impacts to public health and safety and the environment.

Pursuant to Resolution, the County established the Waste Management Enterprise Fund pursuant to Government Code §25261 to ensure that all costs associated with the operation and management of the Waste Infrastructure System are financed by charges imposed for services provided by the Department and are not funded by tax revenue or the County General Fund.

The City, in the exercise of its police power, its powers under the Act, and other Applicable Law, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection, recycling, diversion and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

Since 1997, the City and the County have provided for the management of municipal solid waste through Waste Disposal Agreements ("WDAs"), wherein the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of the WDAs.

Starting in approximately 2014, the Legislature of the State of California passed several pieces of legislation ("Organics Legislation") that require significant reductions in the disposal of Organic Waste. The purpose of the Organics Legislation is to mandate organics recycling and curtail the impacts of climate change by reducing greenhouse gas emissions such as methane. In this regard, the decomposition of organic material in the State's landfills was identified as a significant source of methane that could be reduced.

On April 23, 2019, the Orange County Board of Supervisors passed Resolution 19-031 to respond to the State's increasing landfill diversion requirements and identified the need for additional organic processing infrastructure in the County and directed the Department to develop additional organics recycling infrastructure to support the region in meeting State organic recycling mandates.

The County has developed an Organics Infrastructure that is comprised of organic processing facilities to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, assist local jurisdictions in meeting their organic diversion requirements and correspondingly conserve capacity in the

Disposal System and is offering interested Cities the option of participating in the County provided Organic Processing Services pursuant to a separate Organic Services Agreement ("OSA") as provided in Appendix 5.

In their effort to continue the concepts and purposes outlined in the WDAs and respond to Organics Legislation, the City and the County desire to enter into this Waste Infrastructure System Enterprise Agreement ("WISE Agreement" or "Agreement"), on the terms and conditions set forth herein. The County and City acknowledge that the currently operative WDA shall remain in full force and effect until its expiration or the WISE Agreement Commencement Date, whichever comes first.

The City has determined that the execution of this Agreement by the City will serve the public health, safety and welfare of the City by providing disposal rate stability, predictable and reliable long-term disposal service, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Agreement will serve the public health, safety and welfare by providing a stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Waste Infrastructure System, thereby enabling the County to plan, manage, operate and finance improvements to the Waste Infrastructure System on a prudent and sound long term, businesslike basis consistent with its legal and regulatory obligations to the State and Federal government.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

"Acceptable Waste" means all garbage, refuse, rubbish, Organic Waste and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments and which are acceptable at Class III landfills under Applicable Law.

"Act" means AB 939 the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded and replaced from time to time.

"Agreement" means this Waste Infrastructure System Enterprise Agreement ("WISE Agreement") between the County and the City as the same may be amended or modified from time to time in accordance herewith.

"Appendix" means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof

"Applicable Law" means the Act, Organics Legislation, the Orange County Code of Ordinances, CERCLA, RCRA, CEQA, any Legal Entitlement and any federal or State rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Waste Infrastructure System, and the transfer, handling, transportation and disposal of Acceptable Waste, Unacceptable Waste, or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, mitigation monitoring plans and building codes).

"CalRecycle" means the California Department of Resources Recycling and Recovery, which is a branch of the California Environmental Protection Agency, and any agency, department or other Governmental Body which succeeds to the duties and powers thereof. CalRecycle oversees the State's waste management and waste reduction programs. CalRecycle was established in 2010 to replace the California Integrated Waste Management Board and is responsible for the enforcement of legislation and regulations and diversion requirements applicable to the Waste Infrastructure System.

"Capital Costs" means all costs of the Waste Infrastructure System that are classified as capital costs for purposes of the budget of the Department in accordance with procedures established by the County of Orange Auditor-Controller in compliance with the California State Controller's Manual, including but not limited to all of the categories of costs of the Waste Infrastructure System including but not limited to "Buildings and Improvements, and Infrastructure" (Object Code 4200), "Equipment" (Object Code 4000-4040) and "Intangible" (Object Code 4250-4299) in the County of Orange – Chart of Accounts, or any successor accounting or reporting system utilized by the County.

"CEQA" means the California Environmental Quality Act, codified in California Public Resources. Code Section 21000 *et seq*. as amended or superseded, and the regulations promulgated thereunder.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq*., as amended or superseded, and the regulations promulgated thereunder.

"Change in Law" means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Waste Infrastructure System or other matters to which Applicable Law applies:

(1) the enactment, adoption, promulgation, issuance, material modification or written change in administrative or judicial interpretation on or after the Commencement Date of any Applicable Law (other than Applicable Law enacted by the County); or

(2) the order or judgment of any Governmental Body (other than the County), on or after the Commencement Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Commencement Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(4) any new or revised requirements or fees relating to the funding or provision of Waste Infrastructure Services, including but not limited to, Integrated Waste Management Act Fees, Host Fees, regulations for disposal operations, organics processing and diversion, recycling initiatives or activities associated with the remediation, closure, funding or monitoring of closed landfills with respect to facilities comprising the Waste Infrastructure System, or facilities which the County previously utilized to provide waste disposal, transfer, recycling, processing or other waste related activities.

"City" means, as applicable, the City (general law, charter or other), Special District or Sanitary District designated on the cover page of this Agreement and party to this Agreement.

"City Acceptable Waste" means all Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the City, and Residue from the foregoing wherever produced, whether within or outside the City (or Tonnage equivalencies of such Residues, as and to the extent provided in subsection 3.1(D) hereof).

"Consumer Price Index" or "CPI" means a blend of the following two indexes based on the following percentage of each: 60% of the CPI shall be comprised of the Consumer Price Index published by the Bureau of Labor Statistics for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG); and, 40% of the CPI shall be comprised of the Consumer Price Index for All Urban Consumers, not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles-Long Beach-Anaheim (CUURS49ASA0). In the event either of the forgoing indexes is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics as a replacement or otherwise generally accepted as a replacement shall be used for purposes of this Agreement; and, in the absence thereof, the Orange County Board of Supervisors shall select an index that it determines most closely reflects the forgoing and best implements the intent of this Agreement.

"Commencement Date" means the date on which the obligations of the parties hereto commence, established as provided in Section 6.2(B) hereof.

"Contract Date" means the first date on which this Agreement has been executed by both parties hereto.

"Contract Rate" has the meaning specified in Section 4.2 hereof

"Contract Year" means the fiscal year commencing on July 1 in any year and ending on June 30 of the following year.

"Controllable Waste" means all City Acceptable Waste with respect to which the City has the legal or contractual ability to determine the disposal location therefor and which is:

(1) Non-Recycled City Acceptable Waste;

(2) not generated from the operations of the Governmental Bodies which, under Applicable Law, have the independent power to arrange for the disposal of the waste they generate; and

(3) collected and hauled by Franchise Haulers.

"County" means the County of Orange, a political subdivision of the State of California and party to this Agreement.

"County Landfills" means all active Class III sanitary landfills located within the County of Orange and operated by the Department. At the time of execution, County Landfills consist of the Olinda Alpha Landfill located in Brea, California, the Frank R. Bowerman Landfill located in Irvine, California, and the Prima Deshecha Landfill located in San Juan Capistrano, California. (Note: The current estimated closure date for the Olinda Alpha Landfill is 2036 as specified in its Solid Waste Facility Permit. Throughout the term of this Agreement, County reserves the right to reduce, continue, expand, or cease all operation at the Olinda Alpha Landfill at its sole discretion.)

"County Plan" means the integrated waste management plan of the County approved by CalRecycle pursuant to the Act as in effect from time to time.

"County Acceptable Waste" means Acceptable Waste generated in the County.

"County-wide Recycling Services" has the meaning set forth in subsection 3.7(A) hereof.

"Cumulative Tonnage Target" for any given Contract Year means the amount specified in Appendix 2 hereto with respect to such Contract Year.

"Department" means OC Waste & Recycling, and any agency, department or other Governmental Body

which succeeds to the duties and powers thereof.

"Designated Facility" means the landfill or other County facility that the Department directs or assigns City Franchise Haulers to deliver City Acceptable Waste.

"Director" means the Director of OC Waste & Recycling.

"Disposal Services" means the solid waste disposal and other services to be provided by the County pursuant to the Service Covenant and as otherwise provided in this Agreement.

"Disposal System" means the Waste Infrastructure System which includes solid waste disposal operations at active landfills; Organics Infrastructure; regional Household Hazardous Waste Collection Centers; and other waste management related systems deemed necessary by the County, as well as services, such as post-closure maintenance and other activities, at closed landfills formerly operated by the County, as appropriate under Applicable Law.

"Environmental Fund" means the fund or funds held by the County to pay unanticipated costs of environmental mitigation, remediation or liability.

"Franchise Hauler" means any hauler or collector who provides Acceptable Waste collection services within the City pursuant to, or under authority granted by, a permit, contract, franchise or other agreement with the City. The term Franchise Hauler includes the City itself if Acceptable Waste collection and transportation services are provided directly by City operated municipal collection service.

"Full Cost Recovery" means all facets of Department costs and responsibilities including, but not limited to; operation, maintenance and management of the Waste Infrastructure System, labor and equipment, capital projects, environmental monitoring and mitigation, site closure, legal and regulatory compliance, long-term post-closure maintenance, remediation costs, planning for contingencies associated with the County's long-term liability and maintaining adequate financial reserves.

"Governmental Body" means any federal, State, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

"Hazardous Material" or "Hazardous Substance" has the meaning given such term in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section §78000 *et seq*.), and Titles 26 and 27 of the California Code of Regulations and other regulations promulgated thereunder.

"Hazardous Waste" means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq*.) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117 (West 1992 & Supp. 1996); (4) the California Public Resources Code, Section 40141 (West 1996); and (5) future additional or substitute Applicable Law pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq*.) and the regulations contained in 10 CFR Part 40. The terms Hazardous Waste, Hazardous Material or Hazardous Substance shall be used interchangeably in this Agreement when not referring to specific Applicable Law.

"Host Fee" means the amount paid pursuant to Cooperative Agreements, referred to in Section 1.2 (I) of this Agreement, to compensate the cities identified in Section 1.2(I) ("Host Cities") for costs or impacts incurred by Host Cities which might be associated with County Landfills due to their location within Host City boundaries, and not already substantially avoided or mitigated through the identification and adoption of Project Design Feature and Mitigation Measures.

"Imported Acceptable Waste" means Acceptable Waste that is generated outside of the geographical boundaries

of the County and delivered to the Waste Infrastructure System.

"Importation Agreement" means an agreement between the County and any public or private entity for the delivery and acceptance of Imported Acceptable Waste pursuant to contract.

"Independent Haulers" means those waste collection/hauler companies primarily engaged as a principal business in the collection and transportation of municipal solid waste generated in the County of Orange which are not obligated to deliver County Acceptable Waste to the Waste Infrastructure System pursuant to a franchise, contract, permit or other authorization with a City in the County.

"Initial Term" has the meaning specified in Section 6.1(A) hereof.

"Legal Entitlement" means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Waste Infrastructure System or the performance of any obligation under this Agreement or the matters covered hereby.

"Legal Proceeding" means every action, suit, litigation, arbitration, administrative or regulatory proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

"Loss-and-Expense" means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, expense, claim, demand, charge, tax, or expense, including all fees and costs.

"MRF Fines" mean undersized or pulverized material consisting of small fractions of waste that are created during the recycling process as Material Recovery Facilities.

"Net Import Revenues" has the meaning ascribed thereto in Section 3.6(F).

"Non-Recycled City Acceptable Waste" means all City Acceptable Waste other than Recycled City Acceptable Waste.

"OC Waste & Recycling Enterprise Fund" means the waste management enterprise fund established and managed by the County pursuant to Section 25261 of the Government Code separate from its other funds and accounts for receipts and disbursements in connection with the Waste Infrastructure System.

"Organics Infrastructure" means organic processing facilities designed to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, and/or assist local jurisdictions in meeting their organic diversion requirements which are utilized by interested Cities in connection with their participating in County-provided Organic Processing Services pursuant to a separate Organic Services Agreement.

"Organics Legislation" means organics recycling legislation including AB 1594, AB 1826, SB 1383 and any future legislation pertaining to the management and diversion of Organic Waste.

"Organics Processing Services" means the services provided by County to Cities that choose to enter into the Organic Services Agreement provided in Appendix 5.

"Organics Services Agreement" ("OSA") means that separate agreement (as provided in Appendix 5) between County and interested Cities, whereby the County agrees to provide Organic Processing Services to interested Cities pursuant to the terms of the OSA.

"Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as defined in Title 14 of the California Code of Regulations, Section 18982(a)(46).

"Overdue Rate" means the maximum rate of interest permitted by the laws of the State, if applicable, or the prime rate established from time to time by the Bank of America, N.A. or its successors and assigns, plus 2%, whichever is lower.

"Participating City" means any City executing a WISE Agreement in accordance with Section 3.6(A) hereof and meeting all requisite conditions to the Commencement Date thereof.

"Participation Threshold" means the point at which the percentage of the County's Acceptable Waste attributable to Participating Cities which have executed and delivered Agreements shall exceed 50% percent (using the percentage rates attributed to such Participating Cities in Appendix 1).

"Posted Disposal Rate" means the per ton tipping fee charged by the County for the disposal of solid waste at the Disposal System by parties which are not entitled to disposal service at the Contract Rate pursuant to this Agreement or other contractual arrangement.

"Prohibited Medical Waste" means any medical or infectious waste prohibited or restricted under Applicable Law from being received by or disposed at the Disposal System.

"Qualified Household Hazardous Waste" means waste materials determined by local, State, and federal regulation to be:

(1) Of a nature that they must be listed as hazardous in State statutes and regulations;

(2) Toxic/ignitable/corrosive/reactive; and

(3) Carcinogenic/mutagenic/teratogenic;

which are discarded from households as opposed to businesses. Qualified Household Hazardous Waste shall not include Unacceptable Waste.

"Recycled City Acceptable Waste" means any otherwise Controllable Waste which is separated from Acceptable Waste by the generator thereof or by processing and which is "recycled" within the meaning of Section 40180 of the Public Resources Code.

"Renewal Term" has the meaning specified in Subsection 6.1(C) hereof.

"Residue" means any material remaining from the processing, by any means and to any extent, of City Acceptable Waste or Recycled City Acceptable Waste; provided, however, that Residue shall not include minimal amounts of material remaining after such processing (which minimal amounts shall in no event exceed 10% of the amount of such City Acceptable Waste or Recycled City Acceptable Waste prior to processing).

"Resource Conservation and Recovery Act" or "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq*., as amended and superseded.

"Restricted Reserves" has the meaning specified in Section 4.5.

"Sanitary Districts" means the sanitary districts in the County formed pursuant to the Sanitary District Act of 1923, codified in California Health & Safety Code Section 6400 *et seq*., as amended, supplemented, superseded and replaced from time to time.

"Self-Hauled Waste" means City Acceptable Waste and City Acceptable Organic Waste collected and hauled by Self-Haulers.

"Self-Hauler" means any person not engaged commercially in waste haulage who collects and hauls Acceptable Waste generated from residential or business activities conducted by such person.

"Service Coordinator" means the service coordinator for either party designated pursuant to subsection 3.5(C) hereof.

"Service Covenant" means the covenants and agreements of the County set forth in Sections 3.2 and 3.3 hereof.

"Special District" means public agencies created by a Governmental Body to provide one or more specific services to a community, such as but not limited to water, sewer, refuse, parks and recreation, fire protection, pest abatement, etc.

"Source-Separated Household Hazardous Waste" means Qualified Household Hazardous Waste which has been segregated from Acceptable Waste originating or generated within the geographical jurisdiction of the City at the source or location of generation.

"Source-Separated Household Hazardous Waste Disposal System" means the collection centers, facilities, contracts and other arrangements owned or administered by the County for the receipt, handling and disposal of Source-Separated Household Hazardous Waste.

"State" means the State of California.

"Term" shall mean the term of this Agreement.

"Ton" means a "short ton" of two thousand (2,000) pounds.

"Transfer Station" means any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility to which solid waste collected for the City is delivered for processing before receipt in the Waste Infrastructure System.

"Unacceptable Waste" means Hazardous Material; Hazardous Waste; Hazardous Substances; Prohibited Medical Waste; Qualified Household Hazardous Waste separated from Acceptable Waste; explosives, ordnance, highly flammable substances, and noxious materials and lead-acid batteries (except if delivered in minimal quantities); drums and closed containers; liquid waste, oil, human wastes; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts, motor vehicles or major components thereof, agricultural equipment, trailers, marine vessels and steel cable; hot loads; and any waste which the Waste Infrastructure System is prohibited from receiving under Applicable Law.

"Uncontrollable Circumstance" means any act, event or condition affecting the Waste Infrastructure System, the County, the City, or any of their Franchise Haulers, contractors or suppliers to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control of and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party. Examples of Uncontrollable Circumstances are:

(1) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance, epidemic; and

(2) a Change in Law.

"Unincorporated Area" means those portions of the County which are not contained within the jurisdictional boundaries of incorporated cities.

"Unincorporated Area Acceptable Waste" means Acceptable Waste originating from or generated within the Unincorporated Area.

"Unrestricted Reserves" means cash and other reserves of the Waste Infrastructure System which are not Restricted Reserves.

"Waste Disposal Covenant" means the covenants and agreements of the City set forth in Section 3.1 hereof.

"Waste Infrastructure System" or "Disposal System" means County owned or operated waste management

related facilities, including active Class III sanitary landfills ("County Landfills"), closed landfills managed by the County, resource recovery operations, Organics Infrastructure, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

"WISE" means Waste Infrastructure System Enterprise.

"WISE Agreements" means each of the WISE agreements entered into between the County and any City within the County, Special District, Sanitary District, Jurisdiction, or operator of any Franchise Hauler located in the County in accordance with the terms herewith.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder", "herewith", and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

(H) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and
(3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

(I) Integration; Preservation of Certain Agreements. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and agreements between the Parties with respect to such transactions; provided; however, that this Agreement shall not supersede the following Cooperative Agreements as they currently

exist or as they may be amended in the future:

1) Cooperative Agreement between the City of Brea and the County of Orange regarding the Olinda Alpha Landfill.
2) Cooperative Agreement between the City of Irvine and the County of Orange regarding the Frank R. Bowerman Landfill.
3) Cooperative Agreement between the City of San Juan Capistrano and the County of Orange regarding the Prima Deshecha Landfill.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city or a Special District or Sanitary District validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the County.

ARTICLE III
DELIVERY AND ACCEPTANCE OF WASTE AND PROVISION OF WASTE MANAGEMENT AND DISPOSAL SERVICE

SECTION 3.1 DELIVERY OF WASTE.

(A) Waste Management and Disposal Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this Agreement, and subject to available Waste Infrastructure System capacity, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Waste to the Waste Infrastructure System in accordance herewith.

(B) Recycled City Acceptable Waste. The parties hereto acknowledge the responsibility of the City to meet its own recycling and landfill diversion goals contained in the Act and Organics Legislation. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Waste generated in the City and delivered to the Waste Infrastructure System by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Contract Rate to the extent provided in Article IV hereof) and shall not constitute a breach of this Agreement.

(C) Waste Delivered to Transfer Station. All Residue from any processing of Controllable Waste by materials recovery, composting, recycling or other means, wherever performed, shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Where City Acceptable Waste is processed at a facility which concurrently processes other Acceptable Waste in a manner which produces commingled residue which cannot be traced to a geographic source, generic residues from such facility in Tonnage equal to the residues that would have

been produced had City Acceptable Waste only been processed at the facility shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Any City Acceptable Waste or material derived or segregated therefrom which is held in storage and asserted by the possessor thereof to constitute Recycled City Acceptable Waste awaiting sale or distribution to the secondary materials markets shall constitute Controllable Waste if, when and to the extent that the storage or diversion thereof can be reasonably deemed to constitute an evasion of the Waste Disposal Covenant rather than generally recognized, accepted and prevailing practice in the Southern California materials recovery and recycling industry conducted in accordance with Applicable Law. In order for the owner and/or operator of a transfer station to be entitled to deliver Acceptable Waste from a Participating City to the Waste Infrastructure System for the Contract Rate as provided in Article IV, such owner and/or operator must execute a direct agreement with the County, acknowledging and agreeing to comply with the obligation of the Participating City to cause the delivery of all Controllable Waste to the Waste Infrastructure System pursuant to this Agreement. In addition, the County shall be authorized to implement procedures to determine if Acceptable Waste delivered by the owners or operators of Transfer Stations is entitled to utilize the Waste Infrastructure System for the Contract Rate. Such procedures may include requiring Transfer Stations to certify, under penalty of perjury, the source of any such Acceptable Waste. If necessary, the County may require that, in order to qualify for use of the Waste Infrastructure System for the Contract Rate, Transfer Stations must deliver Controllable Waste in loads containing only Controllable Waste, and not commingled with Acceptable Waste from entities which are not Participating Cities or Participating Independent Haulers.

(D) Power to Obligate Waste Disposal and Comply with this Agreement. On or before the Commencement Date, (i) any City franchise, contract, lease, or other agreement which is lawfully in effect relating to or affecting Controllable Waste shall provide, or shall have been amended to provide, that the City shall have the right without material restriction on and after the Commencement Date to direct the delivery of all Controllable Waste to the County Waste Infrastructure System (whether or not such Controllable Waste is delivered to a transfer station as an intermediate step prior to landfill disposal) and otherwise to comply with its obligations under this Agreement with respect to Controllable Waste and Franchise Haulers, and (ii) the City shall designate the Waste Infrastructure System as the disposal location pursuant to such franchise, contract, lease or other agreement. On and after the Commencement Date and throughout the Term of this Agreement the City (a) shall not enter into any franchise, contract, lease, agreement or obligation, issue any permit, license or approval, or adopt any ordinance, resolution or law which is materially inconsistent with the requirements of the Waste Disposal Covenant, and (b) shall maintain non-exclusive or exclusive franchises or other contractual arrangements over any City Acceptable Waste which, as of the Contract Date, is subject to non-exclusive or exclusive franchise or other contractual arrangements. The City agrees that the County shall be a third party beneficiary of the obligation of Franchise Haulers to deliver Controllable Waste to the Waste Infrastructure System, and may directly enforce such obligation through any legal means available. The City shall notify in writing each Franchise Hauler of the County's third party beneficiary rights.

(E) Controllable Waste Flow Enforcement.

(1) The City, in cooperation with the Department, shall establish, implement, carry out and enforce a waste flow enforcement program which is sufficient to assure the delivery of all Controllable Waste to the Waste Infrastructure System pursuant to and in accordance with the Waste Disposal Covenant for Controllable Waste disposal at the times and in the manner provided herein. The waste flow enforcement program shall consist of amending City franchises, permits or authorizations with all Franchise Haulers, to the extent required by this Section and to the extent allowed by law, and shall include in addition, to the extent necessary and appropriate in the circumstances to assure compliance with the Waste Disposal Covenant, but shall not be limited to:

(i) licensing or permitting Franchise Haulers, upon the condition of compliance with the Waste Disposal Covenant,
(ii) providing for and taking appropriate enforcement action under any such franchise, license, or permit, such as but not limited to the suspension, revocation and termination of collection rights and privileges, the imposition of fines or collection of damages, and the exercise of injunctive relief against non-complying Franchise Haulers and
(iii) causing any Transfer Station to which Controllable Waste is delivered for processing to deliver certification, under the penalty of perjury, of the amounts of Controllable Waste received and Residue remaining from processing at such Transfer Station.

(2) The City acknowledges and agrees that in the event of a breach of the Waste Disposal Covenant by the City, the City shall pay the County an amount equal to the amount that the City would have been required to pay to the County had the Waste Disposal Covenant not been breached, which shall be calculated by: (1) subtracting the

number of tons actually delivered during the month(s) of the breach from the number of tons that were delivered during the same month(s) closest in time when there was no such breach, even if such month(s) closest in time was prior to the Term, and (2) multiplying such amount by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2). In the event that the County terminates the Agreement as a result of such breach, the damages due as a result of such termination shall be equal to the average monthly deliveries by the City for the twelve (12) months prior to the commencement of the breach multiplied by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2), multiplied by the number of months that would have remained in the Term of the Agreement had the termination not occurred. The parties recognize that if the City fails to meet its obligations hereunder, the County will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of such damages. Therefore, the parties agree that the damages specified above represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date hereto, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

(F) Legal Challenges to Franchise System. The City shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant against any challenge thereto, legal or otherwise (including any lawsuits against the City or the County, whether as plaintiff or defendant), by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The City shall bear the cost and expense of any such Legal Proceeding or other challenge. In the event any such Legal Proceeding relating to the Waste Disposal Covenant or the City's exercise thereof establishes in a final determination that such covenant or exercise thereof is void, unlawful or unenforceable, or if any Franchise Hauler fails to deliver Controllable Waste to the Waste Infrastructure System in breach of its franchise with the City on the grounds that a judicial determination made by any court or other Applicable Law has rendered its obligation to deliver Controllable Waste to the Disposal System void, unlawful or unenforceable on any legal grounds, with the result that actual waste deliveries to the Disposal System fall below the Cumulative Tonnage Targets, the County shall be entitled to avail itself of the remedies described in Section 4.2(B) hereof.

(G) Franchise Haulers. The City shall compile and provide the Department with the following information concerning all Franchise Haulers: name, address and phone number; identification number; area of collection and transportation; and franchise and permit terms.

(H) Waste Information System. The City shall cooperate with the Department in collecting information and otherwise monitoring Franchise Haulers in order to assure compliance with this Agreement, the Act, Organics Legislation, or other Applicable Law. Such information may include information such as, data pertaining to Controllable Waste collected, transported, stored, processed and disposed of, Recycled City Acceptable Waste collected, transported, stored, processed and marketed or disposed of, Controllable Organic Waste collected, stored, processed and marketed or disposed of, Franchise Haulers' franchise, permit or license terms, collection areas, transportation routes and compliance with Applicable Law; and all other information which may reasonably be required by the Department in connection with this Agreement. The City agrees to include in any revised franchise, contract, license or permit or other authorization granted to Franchise Haulers an obligation of the Franchise Hauler to provide to the County information relating to the Controllable Waste collected by such Franchise Hauler, including origins from which such Controllable Waste was collected (identifying Controllable Organic Waste, Recycled City Acceptable Waste, or as otherwise may be required under this Agreement or under Applicable Law), tonnage by type of load (residential, commercial, roll-off box), customer service levels, tonnage delivered by transfer station or material recovery facility utilized, and other related information.

(I) City Actions Affecting County. The City agrees to carry out and fulfill its responsibilities under this Agreement and Applicable Law so as to permit full and timely compliance by the County with its covenants and agreements with the State. In particular, the City agrees not to conduct, authorize or permit any disposal services for Controllable Waste to be provided in competition with the Disposal Services provided by the County hereunder, and not to take or omit to take any action with respect to Controllable Waste, its collection, transportation, transfer, storage, treatment, processing, or disposal that may materially and adversely affect the County's ability to achieve such timely compliance. Notwithstanding the foregoing, the City shall not be required to deny any permit or license or refuse to grant any approval while exercising its police powers.

(J) No Right of Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver or cause the delivery to the Waste Infrastructure System of Acceptable Waste or Acceptable Organic Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Waste or Acceptable Organic Waste. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Waste or Controllable Organic Waste to the County hereunder, and shall not permit any Acceptable Waste or Acceptable Organic Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Waste or Controllable Organic Waste for any purpose hereunder.

(K) Annexations and Restructuring. It is the intention of the parties that this Agreement and the obligations and rights of the City hereunder, including particularly the Waste Disposal Covenant and the Contract Rate, shall, to the extent permitted by Applicable Law, extend to any territory annexed by the City (or any territory with respect to which the City assumes solid waste management responsibility from a Sanitary District or other public entity) and shall bind any successor or restructured Governmental Body which shall assume or succeed to the rights of the City under Applicable Law.

SECTION 3.2 PROVISION OF WASTE INFRASTRUCTURE SERVICES BY THE COUNTY.

(A) Service Covenant. Commencing on the Commencement Date, and subject to available Waste Infrastructure System capacity, the County shall provide or cause the provision of the service of receiving and disposing of all Controllable Waste at the Waste Infrastructure System, and, in accordance with subsection 3.3(C) hereof, disposing of Unacceptable Waste inadvertently accepted at the Disposal System. The County, to the maximum extent permitted under Applicable Law, shall use its best efforts to increase source reduction, materials recovery, recycling, organic processing or other waste diversion in the region as may be required by law or which result in the long-term preservation of landfill disposal capacity and to keep the Waste Infrastructure System open for the receipt of Acceptable Waste for disposal or transfer of Controllable Waste pursuant to this Agreement. The County shall do and perform all acts and things which may be reasonably necessary or desirable in connection with its covenants in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management, financing and contract work related thereto or undertaken in connection therewith. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Service Covenant consistent with its responsibilities hereunder and under this Agreement, Applicable Law and prudent solid waste management practice and environmental considerations.

(B) Source-Separated Household Hazardous Waste. The County shall maintain, as part of the Waste Infrastructure System, a Source-Separated Household Hazardous Waste Disposal System for the disposal of Source-Separated Household Hazardous Waste. The disposal service provided by such system shall constitute part of the Disposal Services, and shall be available to Participating Cities as part of the Contract Rate. The County may impose additional fees and charges for new services relating to Source-Separated Household Hazardous Waste or with respect to cities which are not parties to an Agreement. The County may provide for the expansion, contraction or modification of the Source-Separated Household Hazardous Waste Disposal System and its services to the extent necessary to ensure the Waste Infrastructure System's viability.

(C) Designated Facilities. County and City will coordinate in determining the primary landfill used for disposal and processing of Controllable Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Waste Infrastructure System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within twenty four (24) hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the landfill used by the City as soon as possible. In the event a situation, event or circumstance results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Waste Infrastructure System the County shall have the right to redirect Controllable Waste to another landfill within the Waste Infrastructure System for the duration of the situation, event or circumstance; provided, however, that in such circumstances the County shall utilize reasonable efforts to first redirect waste which is not Controllable Waste. In no event shall the County be required to accept Controllable Waste if it does not have sufficient permitted disposal capacity within the Waste Infrastructure System.

(D) Compliance with Service Covenant Not Excused for any Reason. Commencing on the

Commencement Date, and subject to the terms of this Agreement, the obligations of the County to duly observe and comply with the Service Covenant, in accordance with Applicable Law, shall apply continuously and without interruption for the Term of this Agreement. In the event that any Change in Law, situation, event or other Uncontrollable Circumstance impairs or precludes compliance with the Service Covenant by the means or methods then being employed by the County, the County shall use best efforts to implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

County failure to duly observe and comply with the Service Covenant due to its efforts to comply with Applicable Law, shall not constitute a breach under this Agreement, and shall excuse County performance to the extent necessary to comply with Applicable Law.

If the alternative or substitute means and methods proposed for the County to observe and comply with the Service Covenant are more costly than the previously used means and methods, County shall be entitled to a corresponding Contract Rate increase to cover any associated additional costs pursuant to the provisions of Section 4.2 of this Agreement.

SECTION 3.3 COUNTY RIGHT TO REFUSE WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

(1) Hazardous Waste;

(2) Controllable Waste delivered at hours other than those provided in Section 3.5 hereof;

(3) Waste that does not constitute Acceptable Waste;

(4) Acceptable Waste delivered by City but originating from or generated outside the jurisdiction of the City;

(5) Controllable Waste consisting primarily of construction and demolition debris or inert material which may cause a particular facility's daily tonnage limit to be exceeded;

(6) Acceptable Waste in excess of permitted limits; and

(7) Acceptable Waste that would result in County violating Applicable Law.

(B) Identification of Unacceptable Waste. The Department shall have the right (but not the duty or the obligation) to inspect the vehicles of all Franchise Haulers delivering material to the Waste Infrastructure System, and may require that the Franchise Hauler remove any Unacceptable Waste from such vehicle before it is unloaded. If the Department determines that it is impractical to separate Controllable Waste from Unacceptable Waste in any vehicle, or if the Franchise Hauler delivering such waste is unwilling to make such separation, or if any vehicle is carrying waste which may spill or leak, then the Department may reject the entire vehicle, and the City shall forthwith remove or cause the removal of the entire delivery from the Waste Infrastructure System. The Department may take all reasonable measures to prevent waste from being blown or scattered before and during unloading. The City shall cause the Franchise Haulers to observe and comply with Applicable Law, the operating rules and regulations of the Department, and the provisions of this Agreement prohibiting the delivery of Unacceptable Waste to the Waste Infrastructure System.

(C) Hazardous Waste and Hazardous Substances. The parties acknowledge that the Waste Infrastructure System has not been designed or permitted to accept Hazardous Waste or Hazardous Substances, and is

not intended to be used in any manner or to any extent, for the handling, transportation, storage or disposal of Hazardous Waste, Hazardous Material or Hazardous Substances. Neither the County nor the City shall countenance or knowingly permit the delivery of Hazardous Waste or Hazardous Substances to the Waste Infrastructure System. City shall be responsible for the costs of removal, and any regulatory fines, associated with the knowing delivery of any Hazardous Substances to the Waste Infrastructure System by the City or its Franchise Hauler.

(D) Disposal of Unacceptable Waste and Hazardous Waste. If Unacceptable Waste or Hazardous Waste is discovered in a vehicle at any facility within the Waste Infrastructure System, the driver of the vehicle will not be permitted to discharge the load. If a vehicle is observed unloading Unacceptable Waste or Hazardous Waste in the tipping area of a facility within the Waste Infrastructure System Department personnel will use reasonable efforts to assure that such material has been characterized, properly secured and its disposition resolved. The return or reloading onto the delivery vehicle of any Hazardous Waste, Prohibited Medical Waste or other waste requiring handling or transportation shall be conducted in accordance with Applicable Law. Whenever Hazardous Waste is detected at any facility within the Waste Infrastructure System, the Department shall take immediate action in accordance with Applicable Law.

SECTION 3.4 UNINCORPORATED AREA ACCEPTABLE WASTE.

Commencing on the Commencement Date, the County in accordance with Applicable Law shall provide or cause to be provided the service of disposing of non-recycled Acceptable Waste originating or generated within the Unincorporated Area and, with respect to such material, shall comply with the Waste Disposal Covenant as if the County constituted a City subject to the Waste Disposal Covenant hereunder. Rates charged by the County for the disposal of each class of non-recycled Acceptable Waste generated in the Unincorporated Area shall be the same as the Contract Fee charged for the disposal of each class of Controllable Waste. The County shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area) against any challenge thereto, legal or otherwise, by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The County shall bear the cost and expense of any such Legal Proceeding or other challenge (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area).

SECTION 3.5 MISCELLANEOUS OPERATIONAL MATTERS.

(A) Operating Hours. The County shall keep the Waste Infrastructure System open for the receiving of Acceptable Waste during such regular operating hours as may be established by the Department in the operating rules and regulations applicable to the Waste Infrastructure System. The County reserves the right to modify the operating days and hours to comply with Applicable law or as otherwise may be deemed necessary by the County.

(B) Scales and Weighing. The Department shall operate and maintain permanent scales at the Waste Infrastructure System as required by Applicable Law. The Department shall weigh all vehicles delivering waste by or on behalf of the City (whether or not the County accepts such waste) and prepare a daily weight record with regard to such delivery.

(C) Service Coordinator. The County and the City each shall designate in writing thirty (30) days prior to the expected Commencement Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Service Coordinator"). Either Party may designate a successor or substitute Service Coordinator at any time by notice to the other Party.

(D) Review of Records. Each Party may review the other Party's books and records with respect to matters relevant to the performance by either Party under this Agreement or otherwise related to the operation of the Waste Infrastructure System to the extent allowed under the California Public Records Act (interpreted as if the Parties to this Agreement were natural persons for purposes of the Public Records Act).

SECTION 3.6 OTHER USERS OF THE DISPOSAL SYSTEM.

(A) On or Before April 30, 2026, the County shall have the right to enter into WISE Agreements with Orange County entities with respect to Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the County, including other cities in the County, Special Districts, Sanitary Districts, Franchise Haulers and Independent Haulers. Agreements entered into during this period shall have terms

and provisions substantially identical to the terms and provisions of this Agreement; provided, however, that in no event shall such agreements have terms and provisions more favorable than the terms and provisions of this Agreement (including but not limited to the Contract Rate and availability of disposal capacity).

(B) After April 30, 2026, the County shall have the right to enter into WISE Agreements with Orange County entities, including any city, Special Districts, Sanitary Districts, Franchise Haulers and Independent Haulers, or otherwise accept Acceptable Waste from such parties, but only within the limitations contained in this Section. Any such agreement or waste acceptance agreement must provide that the party delivering waste shall pay a Disposal Rate at least 10% higher than the Contract Rate unless the County determines it is in the best interest of the Waste Infrastructure System to establish a Disposal Rate less than 10% higher than the Contract Rate. In no event shall the Disposal Rate be less than the Contract Rate. In addition, the County shall reserve the right in any such agreement to at any time, to the extent permitted by Applicable Law, refuse to receive and dispose of Acceptable Waste from any city, Special District, Sanitary District, Franchise Hauler and Independent Hauler if and to the extent that such receipt and disposal might materially and adversely affect the ability of the County to comply with its obligations to the Participating Cities under the WISE Agreements to which each is a party.

(C) Posted Disposal Rate. The Posted Disposal Rate shall at all times be at least 10% higher than the Contract Rate.

(D) Self-Haulers. The City and the County acknowledge that Self-Haulers shall be entitled to deliver Self-Hauled Waste to the Waste Infrastructure System, on a non-contract basis, at the Posted Disposal Rate. Such Self-Haulers shall not be entitled to dispose of Acceptable Waste for the Contract Rate.

(E) Receipt of Imported Acceptable Waste on a Contract Basis. The County shall have the right to enter into Importation Agreement(s) with any public or private entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Waste Infrastructure System and to generate Net Import Revenues. In no event shall such Importation Agreements, entered into after the Commencement Date, include a per ton tipping fee or Disposal Rate for Imported Acceptable Waste that is less than the Contract Rate. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable WISE Agreements throughout the Term thereof; and, should the delivery of waste subject to Importation Agreements adversely affect the County's ability to receive and dispose of Controllable Waste from Participating Cities the County will prioritize receipt and disposal of Controllable Waste delivered pursuant to applicable WISE Agreements.

(F) Application and Use of Revenues From Other Users.

(1) County Acceptable Waste: Throughout the Term hereof, all revenues received by the County from the disposal or processing of County Acceptable Waste into the Waste Infrastructure System (including Surcharges, and any and all fine, penalty, liquidated damages or other damages, grants, awards or revenue received by the County in connection with the Waste Infrastructure System), shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Waste Infrastructure System.

(2) Imported Acceptable Waste: Throughout the Term hereof, all revenues received by the County, pursuant to an Importation Agreement, for the disposal or processing of Imported Acceptable Waste into the Waste Infrastructure System (including Surcharges, and any and all fine, penalty, liquidated damages or other damages or revenue received by the County in connection with the Waste Infrastructure System), shall first be applied toward all of the costs attributable to the acceptance and management of such Imported Acceptable Waste into the Waste Infrastructure System. Costs attributable to the disposal of Imported Acceptable Waste include, but are not limited to, deposits to the Environmental Fund, deposits to closure and post-closure reserves, Host Fees (if applicable), incremental operating costs (such as manpower expenditures, equipment, services and supplies expenditures), State surcharges, regulatory fees, charges or penalties, and a pro rata share of capital project costs. Revenue remaining after costs attributable to the disposal and management of Imported Acceptable Waste shall be considered "Net Import Revenues" and shall be calculated and distributed as follows:

(i) Calculation: Net Import Revenues are estimated to be 30% of the revenues received

by the County from the disposal of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Waste Infrastructure System are located.)

(ii) Distribution: Net Import Revenues shall be distributed as follows;

a. 50% of any Net Import Revenues shall be paid to the County General Fund.

b. 50% of such Net Import Revenues shall be paid to the Participating Cities (and to the County, with respect to the unincorporated area) listed in Appendix 1 for use for any purpose by the Participating City, including but not limited to State mandated solid waste programs. Payments of such amount to the County General Fund and the Participating Cities shall be made by the County within ninety (90) days after the end of each fiscal year. The portion of Net Import Revenues specified above payable to the Participating Cities shall be apportioned in the percentages set forth in Appendix 1.

c. The percentages set forth in Appendix 1 with respect to each Participating City shall be annually reviewed and adjusted every five (5) years by the County to reflect the percentage of deliveries of Acceptable Waste from each Participating City averaged over the last five (5) years. The County shall notify Participating Cities of the revised percentages in Appendix 1 within one hundred and twenty (120) days of the end of each fiscal year.

SECTION 3.7 COUNTY PROVISION OF WASTE DIVERSION SERVICES.

(A) County-Wide Recycling and Diversion Services. Unless otherwise specifically provided in this Agreement, County is not required to provide for any source reduction, materials recovery, recycling, organic processing or other waste diversion services under this Agreement. However, County may choose to provide County-Wide Recycling Services funded through the County OC Waste & Recycling Enterprise Fund at its sole discretion on the condition that provision of said services shall be funded in a manner that does not impact the Contract Rate without first going through the process outlined in Section 4.2 and expressly agreed to by 50% of Participating Cities.

(B) Organic Processing and Diversion Services. The County has developed Organics Infrastructure and programs available to interested Cities intended to assist Cities in meeting their diversion and Organic Legislative Recycled Organic Waste Procurement goals and to promote the processing and diversion of Organic Waste into compost or other material that qualifies as diversion under Applicable Law. Cities interested in receiving County provided Organic Processing Services may enter into the separate Organic Services Agreement ("OSA") provided in Appendix 5 of this Agreement.

(C) Food Waste Processing and Diversion. County is in the process of evaluating the options and feasibility of development of a Commercial Food Waste Processing Infrastructure. If developed, Cities will be provided an opportunity to participate in this service on terms which shall be separately agreed upon by the Parties.

(D) Edible Food Recovery Programs. County is in the process of evaluating the options and feasibility of development of regional County-wide edible food recovery programs to assist Cities in meeting State mandated goals. The intent of Edible Food Recovery to address the food hierarchy and wasted food scale on a regional level through collaboration of all jurisdictions, key local, State and federal stakeholders, the non-profit sector and business sector. City agrees to reasonably cooperate with County efforts and collaborate on data analysis and reporting to provide jurisdictions reports for compliance under SB 1383. If developed, Cities will be provided an opportunity to participate in this service on terms which shall be separately agreed upon by the Parties.

(E) Recycling Market Development Zone ("RMDZ") Program. The RMDZ program, administered by the California Department of Resource Recycling and Recovery (CalRecycle), combines recycling with economic development to support business that use materials from the waste stream to manufacture their products. The program offers loans, technical assistance and product marketing to eligible businesses located within designates zones. City agrees to reasonably cooperate and collaborate with County in support of the RMDZ program.

(F) Separate City-County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person to provide source reduction, materials recovery, recycling, composting or other waste diversion services. Any such program conducted by the County, whether in participation with the City, any other of the Participating Cities, other Cities, Special Districts, Sanitary Districts, Franchise Haulers, Independent Haulers, Unincorporated Area or non-County entity, shall be operated, managed and accounted for as a program separate and distinct from the Disposal Services program contemplated by the WISE Agreements and shall not be funded through the general revenues of the Disposal System.

ARTICLE IV
CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF CONTRACT RATE. The City acknowledges that the County shall have the right to charge and collect a Contract Rate for the acceptance, disposal, and processing of Controllable Waste delivered to the Waste Infrastructure System by City or its Franchise Hauler. The Contract Rate shall be calculated and established, and may be modified, as provided in Section 4.2 hereof. In addition, the City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Contract Rates.

SECTION 4.2 CONTRACT RATE.

(A) Establishment of Contract Rate. The Contract Rate payable by each City or Franchise Hauler shall be a three (3) year progressive Contract Rate of **$67/ton** (July 1 2026 through June 30, 2027), **$74/ton** (July 1, 2027 through June 30, 2028), and **$81/ton** (July 1, 2028 through June 30, 2029) and contingent on the delivery to the Waste Infrastructure System of an amount of City Acceptable Waste at least equal to the Cumulative Tonnage Targets identified in Appendix 2, and subject to adjustment necessary to reflect the circumstances set forth in this Section 4.2 including but not limited to:

(i) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Uncontrollable Circumstances, other than Changes in Law;

(ii) costs incurred by the County (in excess of available insurance proceeds and amounts available in the Environmental Fund for such purposes) remediating environmental conditions at the Disposal System or inactive or closed disposal sites in the County, which, if uncorrected, could give rise to potential claims under CERCLA or related federal or State statutes, including costs incurred providing indemnification to any Participating City pursuant to subsection 7.3;

(iii) tonnage shortfalls to the extent permitted by Sections 4.2(B);

(iv) County determination that the Department revenue is insufficient to meet Full Cost Recovery requirements.

(v) increased costs incurred by the County due to the occurrence of one or more Changes in Law;

(vi) Capital Costs in excess of the Capital Costs at any point in time during the term hereof exceeding the Cumulative Capital Costs set forth in Appendix 3;

(vii) Provision of new or expanded services, provided on terms as agreed to by the Parties.

Prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (i), (ii), (iii) (iv) or (vi) above, the County shall utilize the following remedies in the following order of priority:

(1) reduce the costs of operating the Disposal System to the extent practicable; and

(2) at the sole discretion of the County, utilize Unrestricted Reserves to pay costs of the Waste Infrastructure System.

The County will not be required to utilize such remedies prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (v) or (vii) above.

Any adjustments to the Contract Rate permitted by this Section shall be calculated by the County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant to which the adjustment is authorized. The County agrees that, where appropriate, it will evaluate the feasibility of long-term financing for significant capital costs. Notwithstanding the forgoing, no adjustment to the Contract Rate shall occur as a result of costs associated with the programs identified in Section 3.7, without first going through the process outlined in Section 4.2 and expressly agreed to by 50% of Participating Cities.

(B) County Acceptable Waste Shortfall. In the event that the actual amount of County Acceptable Waste delivered to the Disposal System at the end of any Contract Year is less than the Cumulative Tonnage Target for such Contract Year for County Acceptable Waste, as specified in Appendix 2, the County shall utilize the following options, in the following order of priority, in order to remedy any adverse effects of such tonnage shortfall:

(i) reduce the costs of operating the Waste Infrastructure System to the extent practicable;

(ii) at the sole discretion of County, utilize Restricted Reserves described in clause (iii) of Section 4.5 to pay costs of the Waste Infrastructure System;

(iii) at the sole discretion of County, utilize Unrestricted Reserves to pay costs of the Waste Infrastructure System; and

(iv) adjust the Contract Rate.

In the event that implementation of the steps described above does not result in sufficient revenues to satisfactorily address the shortfall in tonnage, the County shall have the right to terminate the Agreement on one-hundred eighty (180) days written notice to the City. In addition, in the event that Waste Infrastructure expenses are lower than estimated or actual deliveries to the Disposal System exceed the Cumulative Tonnage Target as of the end of any Contract Year, the City acknowledges the County shall have the right to establish reserves intended to reflect the potential for lower than expected annual waste deliveries in subsequent years, and that any such reserves shall constitute "Restricted Reserves".

(C) [RESERVED]

(D) Interim Use of Remedies. In the event that, during any Contract Year, waste deliveries to the Disposal System are 25% or more below delivery projections for such Contract Year with the result that the County determines it is unlikely that the Cumulative Tonnage Target will be achieved as of the end of such Contract Year, the County may utilize the remedies described in Section 4.2(B) prior to the end of such Contract Year; provided, however, that if at the end of such Contract Year, the Cumulative Tonnage Target is actually met, the County shall reimburse any adjustments to the Contract Rate made pursuant to this Section to Participating Cities. Such reimbursement shall occur in a manner as agreed between the parties, and may be given as a credit or adjustment to the Contract Rate for future deliveries, rather than a lump sum payment.

(E) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to establish special charges for the provision of new or expanded services or the receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps and sludge. Should the County wish to provide new or expanded services to Cities, it may charge for such services upon agreement of City. Special charges shall be calculated to reflect the reasonable incremental costs to the County of providing the new or expanded services or accepting such hard to handle materials.

Adjustments pursuant to this Section 4.2(E) shall not require compliance with the provisions of Section 4.2(I)

(F) Annual CPI Escalation. Subject to the application of the Contract Rate True-up (provided

below), the Contract Rate shall be adjusted each July 1, beginning 2029, in an amount equal to the percentage change in the CPI (as defined above) as measured from the October twenty one (21) months prior to the rate adjustment to the October immediately preceding the rate adjustment (the "Annual CPI Adjustment"). For example: The July 1, 2029 Annual CPI Adjustment to the Contract Rate shall be based upon the change in CPI from October 2027, to October 2028, referred to as year 1 and year 2 respectively in the following example.

Formula to calculate percentage change in the Contract Rate based on Annual CPI Adjustment :

Step 1:

$$\left[\frac{\text{October Year 2 CPI}}{\text{October Year 1 CPI}} \right] - 1 = \% \text{ increase in Contract Rate}$$

Step 2: Current Contract Rate x (1+ % increase in Contract Rate) = Contract Rate as of July 1 Year 2

On each April 1, commencing April 1, 2029, the County shall provide the City with notice of the Annual CPI Adjustment to the Contract Rate to be effective the following July 1. Such notice shall contain the calculation of the adjustment set forth above. The County shall calculate the new Contract Rate each year.

In the event that the change in CPI as described above is negative rather than positive, no rate adjustment will be made for that year. No adjustment under this Section 4.2(F) will take place until the October CPI index surpasses the index level as of the October immediately preceding the last annual rate adjustment pursuant to this Section 4.1(F), which will be considered "year 1" in calculating the change in the Contract Rate.

For example, if the change in CPI is measured as follows: October 2027 = 205, October 2028 = 204, October 2029 = 201, October 2030 = 208, then there would be no adjustment in July 2029, or July 2030, and an adjustment equal to the change from 205 to 208 would be implemented on July 1, 2031.

Contract Rate True-up: On an annual basis, no later than each April 30, beginning April 30, 2030, the County shall conduct an annual review of factors pertaining to the most recently completed fiscal year(s) including but not limited to, tonnage received throughout the Waste Infrastructure System, Cumulative Tonnage Targets identified in Appendix 2, revenue received from all sources, Department expenditures, and other factors that make up Department's total costs. County shall notify City prior to April 30, 2030 (and every April 30 thereafter) and advise whether the Annual CPI Adjustment to the Contract Rate should be frozen for a period of time (in circumstances where Department revenues exceed Department Full Cost Recovery needs) or to determine whether the Contract Rate should be increased beyond the Annual CPI Adjustment as defined above (in circumstances where Department costs exceed CPI) to ensure that Department revenues meet Full Cost Recovery.

Within thirty (30) days of finalizing each annual review, the County shall transmit its findings and the bases thereof to Participating Cities at the next regularly scheduled OCCMA meeting or other forum mutually agreed to by the County and OCCMA. If requested by the City or OCCMA, the County shall reasonably respond to requests from the City and/or OCCMA for additional information including, but not limited to, requests to meet and discuss reviews, findings, and bases of findings. At the request of 50% of Participating Cities, County agrees to meet and confer in good faith with OCCMA, within sixty (60) days to discuss retention of a consultant acceptable to both the County and OCCMA to conduct an independent review of the County's annual review findings.

Nothing in this section shall be interpreted as limiting the County's rights under Section 4.2(A).

(G) Adjustment Resulting from Increased Fees. In addition to the other adjustments specified herein, the Contract Rate shall be adjusted to reflect the imposition of new fees or increase in existing fees relating to the disposal of Controllable Waste imposed by State, federal or other agencies (e.g., the State's Integrated Waste Management fee, which is currently $1.40 per ton, but is expected in increase during the term of this Agreement). The adjustment shall be equal to the amount of any new or increased fee, and the adjustment shall take effect so as to coincide with the imposition of the new or increased fee. The County shall provide notice of any increase pursuant to this Section 4.2(G) as soon as practicable after becoming aware of the imposition of any fees described above.

Adjustments pursuant to this Section 4.2(G) shall not require compliance with the provisions of Section 4.2(I).

(H) [RESERVED]

(I) Procedure for Rate Adjustments. In the event the County determines that it is entitled to an adjustment of the Contract Rate pursuant to Section 4.2(A) (other than 4.2(A)(iv)) or Section 4.2(B), it shall utilize the procedures described in this Section 4.2(I). The County shall be required to provide the City with at least ninety (90) days prior written notice of the adjustment, which notice shall identify the specific event(s) or circumstances which require the adjustment. The notice shall also specify the earliest date on which the County Board of Supervisors shall consider the proposed adjustment. At least forty five (45) days prior to such meeting of the Board of Supervisors, the County shall provide the City with a report which shall contain the following information: a description of the specific event(s) or circumstances which require the adjustment; a description (including cost estimates) of any activities (which may include, but not be limited to capital improvements to the Waste Infrastructure System) required in order to remedy such event or circumstance; certification by the County that it has implemented the remedies described in Section 4.2(A) or (B) prior to requiring the rate adjustment; and a description of the methodology used by the County to calculate the adjustment to the Contract Rate (hereinafter the "County Report"). In the event the City disputes the adjustment, it shall provide the County with a written description of the reason for the dispute at least ten (10) days prior to the meeting of the Board of Supervisors identified in the initial notice of the County (hereinafter the "City Report"). The City Report shall be provided to the Board of Supervisors for consideration at such meeting in connection with the proposed rate adjustment. At any time from and after the date that the County provides the City with the County Report, upon the request of either party, the City and County shall meet and confer in good faith to resolve any dispute that may arise regarding the proposed adjustment to the Contract Rate. In any such meeting, the County shall be represented by the Director of the Department or his or her designee. In the event the Board of Supervisors approves all or a portion of the proposed rate adjustment, such rate adjustment shall become effective on the date identified in the initial notice sent by the County regardless of whether or not the procedures in Section 4.2(J) are utilized, but subject to potential reimbursement pursuant to clause (11) of Section 4.2(J).

(J) Procedure for Expedited Judicial Review of Contested Rate Adjustment. In the event that, within thirty (30) days after the effective date of any Contract Rate adjustment made pursuant to Section 4.2(I), Participating Cities which, in the aggregate, accounted for more than 50% of the County Acceptable Waste delivered to the County System in the twelve (12) months preceding the Contract Rate adjustment, provide notice to the County of their election to utilize the procedures described in this Section 4.2(J), then the provisions of this Section 4.2(J) shall be utilized by such Participating Cities and the County to resolve the dispute over the Contract Rate Adjustment. In the event that Participating Cities which have delivered the amount of waste contemplated in the preceding sentence do not provide notice to the County of such election, the County shall have no obligation to participate in or cooperate in the implementation of the procedures described below in this Section 4.2(J).

(1) In order to pursue the expedited judicial determination described in this Section (the "Expedited Rate Determination"), the Participating Cities which have made the election described in the paragraph above (the "Challenging Cities") must commence a civil action for breach of contract (the "Action") in the Orange County Superior Court within forty five (45) days of the date on which the Board of Supervisors approves the challenged adjustment to the Contract Rate.

(2) Within two (2) Court days of filing the Action, the Challenging Cities shall personally serve on the County Counsel, with copy provided to the Clerk of the Board both the summons and complaint, and a stipulation and request for the entering of an order incorporating all of the procedural provisions relating to the Expedited Rate Determination as set forth in this Section 4.2(J) (such stipulation and request for order is hereinafter referred to as the "Expedited Rate Determination Stipulation"). The Expedited Rate Determination Stipulation shall be signed by each of the Challenging Cities, or on behalf of them by their legal counsel.

(3) Within fifteen (15) days of the date of service upon the County of the summons and complaint, and Expedited Rate Determination Stipulation, County Counsel shall execute the Expedited Rate Determination Stipulation and deliver it as well as the County's answer to the complaint in the Action, by electronic means, to the Challenging Cities through their counsel of record. The Stipulation shall also include a waiver by each of the parties of their right to a jury trial of the issues raised in the Action. The Parties agree that the duty to execute the Expedited Rate Determination Stipulation and comply with the procedures set forth for Expedited Rate Determination in this Section 4.2(J) shall be, and are hereby deemed to be, ministerial duties which the law specifically enjoins upon each of them, and shall be subject to enforcement by the parties herein pursuant to Code of Civil Procedure Section 1085, *et seq*., or by means of a complaint for specific performance.

(4) Within three (3) days of the date of service by the County upon the Challenging Cities of the fully signed Expedited Rate Determination Stipulation, the County and the Challenging Cities shall jointly

make *ex parte* application to the Orange County Superior Court in the Action for the issuance of an order reflecting the procedural requirements and timelines contained in the Expedited Rate Determination Stipulation, provided however, the timelines may be adjusted by the Court as it deems may be needed for its convenience. As part of such *ex parte* application, the County and the Challenging Cities shall expressly seek to confirm with the Orange County Superior Court the briefing schedule, and request a hearing date (effectively a trial date) in accordance with the procedures set forth in this Section 4.2(J).

(5) Within ten (10) days of the date of service by the County upon the Challenging Cities of the answer in the Expedited Rate Determination, the Challenging Cities shall file with the Court and electronically serve upon County Counsel the Challenging Cities' opening brief and the Record in the Expedited Rate Determination. The opening brief shall not exceed 15 pages in length. The Record shall consist of, and be limited to, the record of the proceedings before the Board of Supervisors with respect to the adjustment of the Contract Rate, including but not limited to the County Report and the City Report prepared by each or any of the Challenging Cities pursuant to Section 4.2(I), any materials filed or lodged with the Board of Supervisors and the Orange County Waste Management Commission in connection with its decision, the transcript of the proceedings of the Board of Supervisors meeting(s), and the Orange County Waste Management Commission, the minutes of the Board of Supervisors and the Orange County Waste Management Commission meeting, and the resolution and/or other documentation evidencing the action by the Board of Supervisors and the Orange County Waste Commission to adjust the Contract Rate pursuant to Section 4.2(A) or (B). The record shall also include the most recent reports prepared pursuant to Sections 4.6 and 4.7. The Expedited Rate Determination shall be decided solely on the evidence in the Record, and no extrinsic evidence shall be submitted to or considered by the Court.

(6) Within ten (10) days of service by the Challenging Cities of their opening brief and the Record, the County shall file and electronically serve upon the Challenging Cities' Counsel the County's opposition brief. The opposition brief shall not exceed 15 pages in length.

(7) Within five (5) days of service by the County upon the Challenging Cities of the opposition brief, the Challenging Cities may file and electronically serve upon County Counsel a reply rebuttal brief, which shall not exceed 10 pages in length.

(8) The trial of the Expedited Rate Determination shall be conducted as a law and motion hearing, similar to a hearing on a writ, which shall be conducted at the date set by the Court in connection with the *ex parte* application conducted pursuant to Section 4.2(J)(4), or such other date and time ordered by the Court. If the Court requests the parties to prepare supplemental briefs in response to any question or issue raised by the Court, the parties may do so.

(9) The standard of review for the Expedited Rate Determination shall be the preponderance of the evidence based upon the Record. The burden of proof shall be borne by the Challenging Cities, and the burden of proof shall be the same as with respect to a plaintiff in a damages action for breach of contract. Both parties have participated in the drafting of this Agreement. Accordingly, nothing set forth in this Agreement shall be interpreted or construed for or against either of the parties as a consequence of their participation in the drafting of this Agreement.

(10) The Court shall be advised that the Parties request that it issue a written statement of decision and enter judgment within thirty (30) days of the date of the hearing in the Expedited Rate Determination, although the Parties recognize that the Court has discretion to act as it deems appropriate in accord with applicable laws in connection with the timing thereof.

(11) If the Court determines that any portion of the County's adjusted Contract Rate which is the subject of the Expedited Rate Determination was improperly imposed, the County shall, within thirty (30) days of the date of the statement of decision, reimburse to the City the amount improperly imposed, together with interest calculated at the Overdue Rate. If agreed by the Parties, as an alternative such reimbursement may be made in the form of a reduction in the Contract Rate for a future period (not to exceed twelve (12) months), applied in a manner such that it provides full reimbursement of the amounts described above (including the Overdue Rate, to be applied consistent with provisions of Section 7.14 hereof.)

(12) In the event that the Court does not sign the order contained in the Expedited Rate Determination Stipulation and set the matter for disposition as contemplated herein, the County and the Challenging

Cities shall, within twenty (20) days following the issuance of the Court's order or decision not to do so and thereby honor the parties' stipulation, make application to the Orange County Superior Court for an expedited hearing or trial date. The Challenging Cities and the County shall be bound by all of the requirements and restrictions set forth in Section 4.2(J) that are not in conflict with this paragraph (12). In this regard, and without limiting the foregoing, the only evidence to be presented at the hearing or trial shall be the Record, no testimony shall be presented at the hearing or trial; and both the County and the Challenging Cities waive all rights to a jury trial, to any reconsideration of the decision of the Court, to a new trial after the Court renders a decision, and to any appeal or review of the decision of the Court.

SECTION 4.3 RESPONSIBILITY FOR PAYMENT OF THE CONTRACT RATE, AND OTHER AMOUNTS DUE.

(A) Payment by City. In the event and to the extent (1) the City uses municipal collection forces directly for the haulage of Controllable Waste to the Waste Infrastructure System or (2) the City uses non-municipal Franchise Haulers for collection but nonetheless elects to pay the Contract Rate and other amounts due from City revenues, the City, as its own Franchise Hauler, shall have direct responsibility for payment of the Contract Rate and other amounts due, and shall take all such budgetary, appropriation and other action as may be necessary to provide for the timely payment of the Contract Rate and other amounts due. Such action may include, depending upon the means authorized by the City to provide for such payment, the levy and collection of general or special taxes, the imposition of benefit assessments, or the collection of user fees, generator charges or other similar impositions for municipal solid waste disposal. The City shall use best efforts in accordance with Applicable Law to levy and impose all such taxes, assessments, fees or charges, and will take all steps, actions and proceedings for the enforcement, collection and payment of all such amounts which shall become delinquent, to the full extent permitted by Applicable Law.

(B) Payment by Franchise Haulers. With respect to Controllable Waste delivered by Franchise Haulers on behalf of City other than City municipal collection forces, the obligation to pay the Contract Rate and other amounts due shall rest with such Franchise Haulers. Franchise Hauler shall pay the Contract Rate or other amounts due or any portion thereof when due. In the event of any such failure by Hauler, the County and the City shall cooperate with each other and use their best efforts to obtain timely payment from Franchise Hauler. Such efforts by the County may include, as appropriate, requiring cash payments for disposal rights from such Franchise Hauler and bringing a legal proceeding for payment and damages. Such efforts by the City may include, as appropriate, legal proceedings to suspend, revoke or terminate the Franchise Hauler's franchise, permit or license rights.

(C) Disputes. If the City or the Franchise Hauler disputes any amount billed by the County in any Billing Statement, the City or the Franchise Hauler shall nonetheless pay the billed amount and shall provide the County with written objection within thirty (30) days of the receipt of such Billing Statement indicating the amount that is being disputed and providing all reasons then known to the City or the Franchise Hauler for any objection to or disagreement with such amount. If the City or the Franchise Hauler and the County are not able to resolve such dispute within thirty (30) days after the City's or the Franchise Hauler's objection, either party may pursue appropriate legal remedies.

SECTION 4.4 BILLING OF THE CONTRACT RATE OR OTHER AMOUNTS DUE. The County shall continue to bill Contract Rates and other amounts due after the Commencement Date, in the same manner as it has customarily billed tipping fees. Subject to the other provisions of this Agreement, the County shall have the right to modify or amend such manner of billing on reasonable notice to affected parties.

SECTION 4.5 RESTRICTED RESERVES. For purposes of this Agreement, "Restricted Reserves" means cash and other reserves of the Waste Infrastructure System which are restricted to specific uses or are otherwise being reserved by the County to meet its obligations hereunder throughout the term of the Agreement with respect to the Waste Infrastructure System pursuant to any Applicable Law, contract, adopted budget, budgetary policy of the County with respect to the Waste Infrastructure System, or other arrangement. Such cash and other reserves are not required to be deposited in separate accounts or funds in order to constitute "Restricted Reserves" hereunder, and may be commingled with Unrestricted Reserves or other funds of the County attributable to the Waste Infrastructure System. "Restricted Reserves" shall include, but not be limited to, the following:

(i) reserves for closure of components of the Waste Infrastructure System to the extent required by Applicable Law;

(ii) amounts reserved by the County for funding of post closure maintenance and monitoring with respect to components of the Waste Infrastructure System;

(iii) reserves established to protect the Waste Infrastructure System against the adverse financial impact of potential decreases in waste deliveries pursuant to Section 4.2(B);

(iv) amounts reserved to pay the costs of capital improvements with respect to the Waste Infrastructure System;

(v) amounts funded from revenues during the early years of the term of the Agreement reserved to enable the County to provide disposal services for the Contract Rate during the later years of the Agreement;

(vi) amounts temporarily held by the County prior to payment to the State or other Governmental Bodies pursuant to Applicable Law (including any fees or charges payable to CalRecycle);

(vii) reserves required to meet bond covenants pursuant to financing agreements for Waste Infrastructure System assets to the extent such amounts must be legally separate and distinct from other reserves identified in this Section;

(viii) security deposits from landfill deferred payment program users;

(ix) amounts held by the County in the Environmental Fund (provided, however, that such amounts in the Environmental Fund will be made available and used by the County if required to pay costs relating to environmental remediation or other related costs);

(x) AB 939 surcharges;

(xi) amounts held by the County in the Corrective Action Fund held pursuant to CCR Title 27 to demonstrate financial assurance to pay for potential groundwater contamination; and

(xii) an amount equal to three (3) months of budgeted expenses for the Disposal System for the current fiscal year, representing working capital of the Disposal System.

SECTION 4.6 AUDITED FINANCIAL STATEMENTS. The County shall annually, on or before January 1 each year, prepare or cause to be prepared and have on file for inspection an annual report for the preceding Contract Year, accompanied by a certificate of an independent public accountant or of the County Auditor and Controller as to the examination of the financial statements therein (describing such statements as fairly presenting the information therein in conformity with generally accepted accounting principles) relating to the Waste Infrastructure System, services, and the fiscal activities of the OC Waste Disposal Enterprise Fund, and including statements in reasonable detail of the financial condition of the OC Waste Disposal Enterprise Fund as of the end of the Contract Year and revenue and expenses for the Contract Year.

SECTION 4.7 ANNUAL UPDATE OF TEN-YEAR FINANCIAL PROJECTION. The County shall annually, on or before May 1 of each year, prepare or cause to be prepared, an updated Ten-Year Financial Projection for the Waste Infrastructure System. Said Financial Projection shall include at least two full years of prior actual data and ten years of future projections including the following elements:

1. County Acceptable Waste, in tons;

2. Imported Acceptable Waste, in tons;

3. Revenues and expenditures;

4. Cash fund balances, including all monies in the County Solid Waste Enterprise Fund, with specific delineation of monies in the Environmental Fund, Restricted Reserves, Unrestricted Reserves, and all other funds of the System; and

5. Projected liabilities for closure and post closure as well as reasonable reserves for

other environmental costs.

The purpose of the Ten-Year Financial Projection is to keep the City fully informed about the future financial condition of the Waste Infrastructure System. The County shall cause a copy of the Ten-Year Financial Projection to be delivered to the City Manager/General Manager of the City no later than May 1 of each year. Upon request, the County shall make available to the Cities supporting information related to the ten-year financial projection

Within thirty (30) calendar days of finalizing each annual update of the Ten-Year Projection, County shall transmit the Ten-Year Projection via email to the City and OCCMA. If requested by the City or OCCMA, the County shall reasonably respond to requests from the City and/or OCCMA for additional information including, but not limited to, requests to meet and discuss the updated Ten-Year Projections at the next regularly scheduled OCCMA meeting or other forum mutually agreed to by the County and OCCMA.

ARTICLE V
BREACH, ENFORCEMENT AND TERMINATION

SECTION 5.1 BREACH. The Parties agree that in the event either Party breaches any obligation under this Agreement or any representation made by either Party hereunder is untrue in any material respect, the other Party shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. Neither Party shall have the right to terminate this Agreement except as provided in Section 5.2 and Section 5.3 hereof or as otherwise provided in this Agreement.

SECTION 5.2 CITY CONVENIENCE TERMINATION. The City shall have the right to terminate this Agreement in its sole discretion, for its convenience and without cause at any time during the Term hereof upon ninety (90) days' written notice to the County. If the City exercises its rights to terminate the Agreement pursuant to this Section, the City shall pay the County a termination fee equal to the Contract Rate in effect at the time of such termination (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2) multiplied by the number of tons of City Acceptable Waste delivered to the Disposal System during the preceding twelve (12) months (or, if the City had been in breach of the Waste Disposal Covenant during such prior months, such amount as would have been delivered if the City had complied with the Waste Disposal Covenant), multiplied by the number of years remaining in the Term of the Agreement.

SECTION 5.3 TERMINATION.

(A) By City. Except as expressly provided herein, the City shall have no right to terminate this Agreement for cause except in the event of the failure or refusal by the County substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the City the right to terminate this Agreement for cause under this subsection unless:

(1) The City has given prior written notice to the County stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the County and which will, in its opinion, give the City the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The County has neither challenged in an appropriate forum (in accordance with Section 5.5) the City's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than ninety (90) days from the date of the notice given pursuant to clause (1) of this subsection (but if the County shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the County is continuing to take such steps to correct such breach).

(B) By County. Except as expressly provided herein, the County shall have no right to terminate this Agreement for cause except in the event of the failure or refusal by the City or its Franchise Hauler to substantially perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the County the right to terminate this Agreement for

cause under this subsection unless:

(1) The County has given prior written notice to the City stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the City and which will, in its opinion, give the County right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The City has neither challenged in an appropriate forum (in accordance with Section 5.5) the County's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than ninety (90) days from the date of the notice given pursuant to clause (1) of this subsection (but if the City shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the City is continuing to take such steps to correct such breach).

SECTION 5.4 NO WAIVERS. No action of the County or the City pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either Party of the other Party's compliance with any term or provision of this Agreement. No course of dealing or delay by the County or the City in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such Party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the County or the City under this Agreement shall preclude any other or further exercise thereof of the exercise of any other right, power or remedy.

ARTICLE VI
TERM

SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2036, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the Parties, on or before June 30, 2036 for an additional term of ten (10) years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof or on amended terms as may be mutually agreed to by the Parties. The City shall give the County written notice of its election to renew this Agreement on or before June 30, 2035. If the parties do not execute a renewal of this Agreement prior to June 30, 2036 it shall expire.

(C) Contract Rate During Renewal Term. In connection with the parties' right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(C), the parties shall, on or before January 31, 2036 negotiate an applicable change in the Contract Rate for such renewal term. In determining any revisions to the Contract Rate to be applicable during any renewal period, in addition to the circumstances described in Section 4.2(A), the parties may take into consideration the following parameters, including but not limited to:

(i) actual cost of operations;

(ii) population growth;

(iii) increase or decrease in available tonnage;

(iv) economic and disposal market conditions in the Southern California region;

(v) new regulatory requirements;

(vi) Changes in Law;

(vii) changes in transportation and technology;

(viii) closure and expansion of nearby landfills;

(ix) capacity of the Disposal System;

(x) provision of new and/or expanded services; and

(xi) available reserves which are in excess of the amount reasonably required as reserves.

(D) Survival; Accrued Rights. The rights and obligations of the parties hereto pursuant to Sections 3.1(E)(2), 5.1, 5.3, 7.2, 7.3, 7.6, 7.7, 7.8, and 7.9 hereof shall survive the termination or expiration of this Agreement, and no such termination or expiration shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination or expiration. At the end of the Term of this Agreement, all other obligations of the parties shall terminate.

SECTION 6.2 COMMENCEMENT DATE.

(A) Obligations of the Parties Prior to the Commencement Date. The Parties acknowledge that the Agreements may be executed and delivered on different dates and that, except as provided in this subsection, neither the County nor the City shall be obligated to perform its obligations hereunder until the Participation Threshold provided herein has been met and the other conditions to the occurrence of the Commencement Date have occurred. Prior to the Commencement Date, each Party hereto shall at its own expense exercise good faith and due diligence and take all steps within its reasonable control in seeking to satisfy the conditions to the Commencement Date set forth herein as soon as reasonably practicable. The County and the City, each at its own expense, shall cooperate fully with each other and the other Participating Cities in connection with the foregoing undertaking. Until the Commencement Date occurs, the Original WDAs shall remain in full force and effect until they expire or are terminated.

(B) Condition to the Commencement Date. The Commencement Date for the Agreement shall be the date on which Participating Cities reach the Participation Threshold. Unincorporated County is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with this Section 6.2(b) and Appendix 1 of this Agreement.

(C) Satisfaction of Condition and Commencement Date. Upon the satisfaction or waiver of the condition to the Commencement Date, the County shall give written notice thereof to the Cities which have theretofore executed Agreements. The parties shall thereupon hold a formal closing acknowledging the satisfaction or waiver of the condition to the Commencement Date, certifying that the Commencement Date has occurred and designating the Participating Cities. Copies of all of the documents or instruments constituting or evidencing satisfaction of the Commencement Date conditions shall be furnished to each party prior to or on the Commencement Date.

(D) Newly Incorporated Cities. Any city within Orange County which becomes incorporated after the Commencement Date shall upon request be offered the opportunity by the County to become a Participating City on substantially the same terms and conditions as this Agreement.

(E) Failure of Condition. If by June 30, 2026, or such later date as the County may agree, the condition to the Commencement Date specified in this Section is not satisfied, either party hereto may, by notice in writing to the other party, terminate this Agreement. Neither party shall be liable to the other for the termination of this Agreement pursuant to this subsection, and each of the parties shall bear its respective costs and expenses incurred in seeking to satisfy the condition to the Commencement Date.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1 OPERATION AND MAINTENANCE OF THE WASTE INFRASTRUCTURE SYSTEM. The County, at its cost and expense through the County Solid Waste Enterprise Fund, shall at all times operate, or caused to be operated, the Waste Infrastructure System in accordance with Applicable Law and the operating rules and regulations of the Department and other applicable regulatory agencies.

SECTION 7.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the County nor the City shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The Party experiencing an Uncontrollable Circumstance shall notify the other Party by telecommunication or telephone and in writing, on or promptly after the date the Party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within fifteen (15) days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such Party's obligations hereunder will be delayed, (3) the estimated amount, if any, by which the Contract Rate may need to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such Party under this Agreement and (5) potential mitigating actions which might be taken by the County or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each Party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the Party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. In addition, with respect to Changes in Law, the County shall diligently contest any such changes the imposition of which would have a material adverse impact on the Waste Infrastructure System. While the delay continues, the County or City shall give notice to the other Party, before the first day of each succeeding month, updating the information previously submitted.

(C) Impact on Contract Rate. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost to the County of meeting its obligations hereunder and providing Waste Infrastructure Services to the Participating Cities in accordance herewith, the County shall be entitled to an increase in the Contract Rate as provided in Section 4.2 herein or an extension in the schedule for performance equal to the amount of the increased cost or the time lost as a result thereof. The proceeds of any insurance available to meet any such increased cost shall be applied to such purpose prior to any determination of cost increases payable under this subsection. Any cost reductions achieved through the mitigating measures undertaken by the County pursuant to subsection 7.2(B) hereof upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the Contract Rate would have otherwise been increased or shall serve to reduce the Contract Rate to reflect such mitigation measures, as applicable.

SECTION 7.3 INDEMNIFICATION. To the extent permitted by law, the County agrees that, it will protect, indemnify, defend (with counsel selected by County) and hold harmless the City from and against all Loss-and-Expense arising from the City's activity as an "arranger" (for purposes of and as such term is defined under CERCLA or comparable State statutes) of municipal solid waste disposal pursuant to this Agreement. In the event the City shall determine for any reason, other than a disabling conflict of interest, that it wishes to be defended by legal counsel other than the legal counsel provided by the County, the cost of providing such legal counsel shall be the City's sole responsibility. Any costs incurred by the County pursuant to this Section shall be considered an Uncontrollable Circumstance cost and the County shall be entitled to adjust the Contract Rate as provided in subsection 4.2(A) herein. The County shall not, however, be required to indemnify or defend the City from and against all Loss-and-Expense arising from any willful, knowing, illegal or negligent disposal of hazardous waste (other than incidental amounts of Household Hazardous Waste commonly found in municipal solid waste and permitted to be disposed in Class III landfills under RCRA) which violates the County's landfill permits or Applicable Law. The parties agree that this provision constitutes an indemnity under CERCLA (to the extent of the specific provisions of this Section). The parties acknowledge that this subsection is not intended to and does not create any obligation on the part of the County to provide any indemnification or defense to any Franchise Hauler, whether franchised or not, or any Independent Hauler or Transfer Station, under any circumstances. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement, whether the County or the City provides legal counsel and shall, as a condition to County's provision of this indemnity, coordinate and cooperate fully with the County in the defense of any claims to which this Section applies.

SECTION 7.4 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the

other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 7.5 LIMITED RECOURSE.

(A) To the City. No recourse shall be had to the general funds or general credit of the City for the payment of any amount due the County hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the City's obligations hereunder. If the City maintains a City Solid Waste Enterprise Fund with at least one year's anticipated costs for disposal and processing of City Acceptable Waste the sole recourse of the County for all such amounts shall be to the funds held in any such City Solid Waste Enterprise Fund. All amounts held in any City Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the County. The City shall make adequate provision in the administration of any City Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

(B) To the County. No recourse shall be had to the general funds or general credit of the County for the payment of any amount due the City hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the County's obligations hereunder. The sole recourse of the City for all such amounts shall be to the funds held in the County Solid Waste Enterprise Fund in accordance with the terms of this Agreement. All amounts held in the County Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the City. The County shall make adequate provision in the administration of the County Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

SECTION 7.6 PRE-EXISTING RIGHTS AND LIABILITIES. Nothing in this Agreement is intended to affect, release, waive or modify any rights, obligations or liabilities which any Party hereto may have to or against the other Party as of the Contract Date relating to the receipt of Acceptable Waste in the Waste Infrastructure System or any other related matter.

SECTION 7.7 NO VESTED RIGHTS. The City shall not acquire any vested property, license or other rights in the Waste Infrastructure System by reason of this Agreement.

SECTION 7.8 LIABILITY FOR COLLECTION, TRANSPORTATION AND PROCESSING. Any liability incurred by the City as a result of collecting, transporting or processing of Acceptable Waste, or as a result of causing, franchising, permitting, licensing, authorizing or arranging any of the foregoing, shall be the sole liability of City, except as expressly otherwise provided herein.

SECTION 7.9 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either Party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non- performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 7.10 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both Parties.

SECTION 7.11 NOTICE OF LITIGATION. Each Party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 7.12 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 7.13 ASSIGNMENT OF AGREEMENT.

(A) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party hereto without the prior written consent of the other Party, which may be withheld in the other Party's sole discretion. Notwithstanding the foregoing, either Party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the Party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning Party.

(B) Sale. The County shall not enter into any agreement for the sale of the Waste Infrastructure System which provides for an effective date for such sale prior to the termination of this Agreement.

SECTION 7.14 INTEREST ON OVERDUE OBLIGATIONS. Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenue or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by Applicable Law, be deemed added to the amount due, as accrued.

SECTION 7.15 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 7.13 hereof.

SECTION 7.16 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective Parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by notice to the other Party.

Section 7.17 ATTORNEYS FEES. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney's fees, costs and expenses.

Signature Page to Follow

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date_____ By _____
Director, OC Waste & Recycling

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Date _____

CITY OF PLACENTIA

Date_____ By _____
Jennifer Lampman
City Administrator
City of Placentia

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

APPENDIX 1

ESTIMATED ANNUAL TONNAGE

APPENDIX 1

PERCENTAGE OF COUNTY ACCEPTABLE WASTE ATTRIBUTABLE TO PARTICIPATING CITIES FOR PURPOSE OF SECTIONS 3.6(F) AND 6.2(b)

Jurisdiction	***Percentage of County Acceptable Waste***
Aliso Viejo	0.82%
Anaheim	14.78%
Brea	2.62%
Buena Park	1.02%
Costa Mesa/Costa Mesa Sanitary District (2)	3.41%
Cypress	0.85%
Dana Point	1.33%
Fountain Valley	1.63%
Fullerton	4.08%
Garden Grove Sanitary District (Garden Grove)	4.74%
Huntington Beach	5.91%
Irvine	9.64%
La Habra	1.72%
La Palma	1.27%
Laguna Beach	1.18%
Laguna Hills	0.89%
Laguna Niguel	1.44%
Laguna Woods	0.28%
Lake Forest	2.14%
Los Alamitos	0.33%
Midway City Sanitary District (Westminster)	2.47%
Mission Viejo	2.33%
Newport Beach	3.58%
Orange	5.25%
Placentia	1.39%
Rancho Santa Margarita	1.03%
San Clemente	2.43%
San Juan Capistrano	2.93%
Santa Ana	9.45%
Seal Beach	0.52%
Stanton	1.47%
Tustin	2.04%
Unincorporated Orange County (1)	3.19%
Villa Park	0.16%
Yorba Linda	1.68%
Total	**100%**

(1) Unincorporated County Area is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with Section 6.2(b) of this Agreement. For the distribution of Net Import Revenues, the County of Orange shall receive 50% of any Net Import Revenues received in accordance with Section 3.6(F)(2)(i) of this Agreement. The County of Orange shall also receive the Unincorporated Area distribution set forth in this Appendix 1, as periodically modified in accordance with Section 3.6(F)(2)(ii) of this Agreement.
(2) The City of Costa Mesa and the Costa Mesa Sanitation District have separate WISE Agreements. Costa Mesa Sanitation District Acceptable Waste tonnage is based on City of Costa Mesa Acceptable Wate tonnage and Importation Revenue is calculated based on City of Costa Mesa Acceptable Waste tonnage delivered to the Waste Infrastructure System.

(3) NOTE: A participating City will only be included for purposes of determining the Commencement Date upon (i) execution of a WISE Agreement by that Participating City and (ii) execution of a Hauler Acknowledgement(s) by the Franchise Hauler(s) operating within such Participating City.

APPENDIX 2

CUMULATIVE TONNAGE

APPENDIX 2

Cumulative County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2(B)

Fiscal Year (Ending June 30)	*County Acceptable Waste Tonnage*	*Cumulative County Acceptable Waste Tonnage*
2026	3,343,282	3,343,282
2027	3,278,595	6,621,877
2028	3,029,924	9,651,801
2029	2,982,454	12,634,255
2030	2,411,983	15,046,238
2031	2,261,201	17,307,439
2032	2,225,152	19,532,591
2033	2,181,838	21,714,429
2034	2,187,041	23,901,470
2035	2,219,362	26,120,832
2036	2,224,792	28,345,624

APPENDIX 3

CUMULATIVE CAPITAL COSTS

APPENDIX 3

CUMULATIVE CAPITAL COSTS
to be Used
for Purposes of Section 4.2(A)vi

Fiscal Year (Ending June 30)	***Annual Capital Costs***	***Cumulative Capital Costs***
2026	$72,599,664	$72,599,664
2027	$79,950,000	$152,549,664
2028	$155,135,000	$307,684,664
2029	$136,185,000	$443,869,664
2030	$41,171,500	$485,041,164
2031	$16,745,000	$501,786,164
2032	$18,165,000	$519,951,164
2033	$36,605,000	$556,556,164
2034	$30,100,000	$586,656,164
2035	$1,510,000	$588,166,164
2036	$25,000,000	$613,166,164

APPENDIX 4

FRANCHISE HAULER ACKNOWLEDGMENT

FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of_____(the "Acknowledgment"), and between the _____ (the "City") and _____ (the "Franchise Hauler").

WITNESSETH

WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled _____ dated as of_____ (the "Franchise"); and

WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and

WHEREAS, the Franchise [SUBSTITUTE "AUTHORIZATION" THROUGHOUT IF APPLICABLE]] provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and

WHEREAS, the County of Orange (the "County") owns, manages and operates a Waste Infrastructure System that is permitted to accept or process Acceptable Waste for disposal or diversion; and

WHEREAS, the City and the County have heretofore entered into a Waste Infrastructure System Enterprise Agreement (the "WISE Agreement"), dated as of_____; and

WHEREAS, the WISE Agreement details responsibilities for disposal of municipal solid waste and may include processing of identified Organic Waste for diversion, generated within the boundaries of the City, and determine that the execution of the WISE Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Waste Infrastructure System and providing disposal rate stability, predictable and reliable long-term disposal service, enhanced organics processing to assist the City in meeting its organics diversion requirements, and the continuation of sound environmental management; and

WHEREAS, under the WISE Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and may also provide for Organic Waste processing under an OSA and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Waste Infrastructure System; and

WHEREAS, the provisions of the WISE Agreement guarantee capacity for the long term disposal and processing of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Waste Infrastructure System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the WISE Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the WISE Agreement through the delivery of waste by the Franchise Hauler to the Waste Infrastructure System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal and processing as provided in the WISE Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the WISE Agreement.
2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest

on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the WISE Agreement, (b) the enforceability against the County or the City of the WISE Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all Residue from the processing by any means, wherever conducted, of Controllable Waste), to the Designated Facility in the Waste Infrastructure System/Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the WISE Agreement.

5. Unless expressly authorized by the Department, the Franchise Hauler shall only haul Controllable Waste to the Designated Facility.

6. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Disposal System in compliance with the Waste Disposal Covenant.

7. The Franchise Hauler shall pay the Contract Rate imposed by the County for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Agreement.

8. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in any City Franchise Agreement to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

9. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

10. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

11. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the date hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the Term of the WISE Agreement.

12. The City and Franchise Hauler agree that the County shall be an express third-party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder. There shall be no additional third party beneficiaries under this Acknowledgement.

13. The Franchise Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. The Franchise Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box, etc.), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. The Franchise Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of_____day of_____, _____.

Signature: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

_____
(Franchise Hauler)

Signature: _____

Printed Name: _____

Title: _____

Appendix 5

ORGANIC SERVICES AGREEMENT

Appendix 5

ORGANIC SERVICES AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and

_____

Dated_____, 2025

County Authorization Date:

City Authorization Date:

County Notice Address:

City Notice Address:

Director
OC Waste & Recycling
601 N. Ross Street 5th Floor
Santa Ana, CA 92701

THE CITY WILL NOT BE EXERCISING THE ORGANIC SERVICES PORTION OF THE WISE AGREEMENT

ORGANIC SERVICES AGREEMENT

THIS ORGANIC SERVICES AGREEMENT ("Organics Agreement" or "OSA") is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the City designated on the cover page of this Agreement (the "City"). County and City may hereinafter be referred to singularly as "Party" or collectively as "Parties.".

RECITALS

The County owns, manages and operates a Waste Infrastructure System to manage municipal and solid waste generated within the County of Orange or imported from outside the County pursuant to contractual agreements. The Waste Infrastructure System collectively includes active Class III sanitary landfills ("County Landfills"), resource recovery, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

County Landfills are used for the management of municipal solid waste pursuant to legislation including but not limited to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act") and the Short-lived Climate Pollutants Reduction Act ("SB 1383"). County Landfills are also subject to other State and federal regulations designed to ensure that landfill operations minimize the impacts to public health and safety and the environment.

Pursuant to Resolution, the County established the Waste Management Enterprise Fund pursuant to Government Code §25261 to ensure that all costs associated with the operation and management of the Waste Infrastructure System are financed by charges imposed for services provided by the Department and are not funded by tax revenue or the County General Fund.

The City, in the exercise of its police power, its powers under the Act, and other Applicable Law, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection, recycling, diversion and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

Since 1997, the City and the County have provided for the management of municipal solid waste through Waste Disposal Agreements ("WDAs"), wherein the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of the WDAs.

Starting in approximately 2014, the Legislature of the State of California passed several pieces of legislation ("Organics Legislation") that require significant reductions in the disposal of Organic Waste. The purpose of the Organics Legislation is to mandate organics recycling and curtail the impacts of climate change by reducing greenhouse gas emissions such as methane. In this regard, the decomposition of organic material in the State's landfills was identified as a significant source of methane that could be reduced.

Prior to the passage of Organics Legislation, Processed Green Material ("PGM") could be utilized as Alternative Daily Cover ("ADC") for landfill operations and qualified for diversion credit. However, passage of Assembly Bill 1594 resulted in PGM used as ADC no longer being eligible for diversion credit starting on January 1, 2020.

In addition to the loss of diversion eligibility for PGM used as ADC, SB 1383 requires a 50% reduction in the disposal of Organic Waste by January 1, 2020 and a 75% reduction of Organic Waste by January 1, 2025. In addition, the law requires 20% of edible food waste be recovered by 2025.

On April 23, 2019, the Orange County Board of Supervisors passed Resolution 19-031 to respond to the State's increasing landfill diversion requirements and identified the need for additional organic processing infrastructure in the County and directed the Department to develop additional organics recycling infrastructure to

support the region in meeting State organic recycling mandates. (See Attachment 4)

To respond to Organics Legislation requirements, the County has developed an Organics Infrastructure that is comprised of organic processing facilities to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, assist local jurisdictions in meeting their organic diversion requirements and correspondingly conserve capacity in the Disposal System.

In their effort to continue the concepts and purposes outlined in the WDAs and respond to Organics Legislation, the City and the County desire to enter into this Organics Agreement, on the terms and conditions set forth herein.

With the exception of the terms and organic specific provisions found in this Organics Agreement, the Parties intend that the provisions of the currently operative WDA and the replacement WISE Agreement that is being negotiated between the County and City are anticipated to become operative on July 1, 2026, be applied to this OSA.

The City has determined that the execution of this Organics Agreement by the City will serve the public health, safety and welfare of the City by providing enhanced organics processing to assist in the City in meeting its Organics Legislation diversion requirements, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Organics Agreement will serve the public health, safety and welfare by providing a stable, predictable and reliable supply of organic material and the resulting service payment revenue to the Organics Infrastructure, thereby enabling the County to plan, manage, operate and finance improvements to the Organics Infrastructure System on a prudent and sound long term, businesslike basis consistent with its legal and regulatory obligations to the State and Federal government.

Official action approving this Organics Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Organics Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. The definitions provided in the WDA and yet to be executed WISE Agreement shall be incorporated into this Agreement. The following terms shall be added and have the meanings set forth below.

"Acceptable Organic Waste" means Residential Organic Waste that consists of Green Material/Wood Waste, Agricultural Material, Manure, Vegetative Food Material, Food Waste and other organic material as may be authorized under the County's Compostable Material Handling Permits.

"Attachment" means an attachment to this OSA, as the same may be amended or modified from time to time in accordance with the terms hereof.

"CalRecycle" means the California Department of Resources Recycling and Recovery, which is a branch of the California Environmental Protection Agency. CalRecycle oversees the State's waste management and waste reduction programs. CalRecycle was established in 2010 to replace the California Integrated Waste Management Board and is responsible for the enforcement of legislation and regulations and diversion requirements applicable to the Waste Infrastructure System.

"City Acceptable Organic Waste" means all Acceptable Organic Waste which was originally discarded by the first generator thereof within the geographical limits of the City and Residue Waste from the foregoing wherever produced, whether withing or outside the City.

"City Organic Tonnage Limit" the maximum amount of Controllable Organic Waste that County is committed to accept under the Organic Service Covenant as provided in Attachment 3.

"Commencement Date" means the date on which the obligations of the parties hereto commence.

"Contract Date" means the first date on which this OSA has been executed by both parties hereto.

"Controllable Organic Waste" means all City Acceptable Organic Waste with respect to which the City has the legal or contractual ability to determine the processing location and procurement requirements as they relate to the City's Organics Legislation compliance requirements.

"Consumer Price Index" or "CPI" means the Consumer Price Index published by the Bureau of Labor Statistics for Al Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG). In the event the forgoing index is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics as a replacement or otherwise generally accepted as a replacement shall be used for purposes of this Agreement; and, in the absence thereof, the County Board of Supervisors shall select an index that it determines most closely reflects the forgoing and best implements the intent of this Agreement.

"Initial Term" has the meaning specified in Section 5.1(A) hereof.

"Manure/Stable Bedding Program" means the programs used by the County to mix source separated uncontaminated horse manure and stable bedding into its Organic Infrastructure to create organic product. Current permit requirements set a maximum percentage of 20% manure/stable bedding ("Material") by weight of total incoming feedstock. County agreement to accept Material is subject to payment of the Organic Contract Rate, available capacity, and compliance with the terms found in Attachment 2.

"Organic Contract Rate" has the meaning specified in Section 4.2 hereof.

"Organic Diversion Credit" means credit provided to a local jurisdiction or entity for implementing the diversion of Organic Waste from landfilling through specific activities recognized by the Department of Resources Recycling and Recovery (CalRecycle) including composting, anaerobic digestion, or other methods to meet the State's waste diversion goals and statutes such as Assembly Bill 939, Assembly Bill 341, Assembly Bill 1594, Assembly Bill 1826, and SB 1383 through waste prevention, reuse, and recycling.

"Organic Infrastructure" means the County's organics processing facilities and programs used to recycle and promote the processing and diversion of Organic Waste into compost or other material that qualifies as diversion under Applicable Law as described in more detail in Attachment 1.

"Organics Legislation" means organics recycling legislation including Assembly Bill 1594, Assembly Bill 1826, SB1383 and any future legislation pertaining to the management and diversion of Organic Waste.

"Organic ROWP Procurement Credit" means credit provided to a jurisdiction to meet their Recovered Organic Waste Procurement Target under SB 1383 by procuring Recovered Organic Waste Products as permitted by CalRecycle.

"Organics Agreement" means this Organic Services Agreement ("OSA") between the County and the City as the same may be amended or modified from time to time in accordance herewith.

"Organic Take-Back Goal" means the programs that City and County will work toward to create City programs that have the goal of City taking back its Proportional Share of finished compost or other Recovered Organic Waste Product for local application.

"Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as defined in Title 14 of the California Code of Regulations, Section 18982(a)(46).

"Processed Green Material" ("PGM") as defined in Title 27, California Code of Regulations §20690(b)(3) means any plant material that is either separated at the point of generation, or separated at a centralized facility that employs methods to minimize contamination. Green material includes, but is not limited to, yard trimmings, untreated wood wastes, paper products, and natural fiber products. Green material does not include treated wood waste, mixed demolition or mixed construction debris, manure, or plant waste from the food processing industry, alone or blended with soil. Processed green material may include varying proportions of wood waste from urban and other sources and shall be ground, shredded, screened, source separated for grain size, or otherwise processed. This PGM standard is the standard that Controllable Organic Waste must meet in order to be accepted at County's Organic Infrastructure under the OSA.

"Proportional Share" means 60% of the weight of Controllable Organic Waste City delivered by City to County's Organics Infrastructure.

"Recovered Organic Waste Product" or "ROWP" means compost, mulch, renewable energy (transportation fuel, electricity, and gas for heating) from anaerobic digestion, and electricity from biomass conversion.

"Recycled City Organic Waste" means any otherwise Controllable Organic Waste which is separated from Acceptable Organic Waste by the generator thereof and composted by generator at home, community gardens or other processing and which is not placed in Franchise Hauler bin for collection.

"Renewal Term" has the meaning specified in Subsection 5.1(C) hereof.

"Residential Organic Waste" means Acceptable Organic Waste normally disposed of by or collected from residential (single family and multi-family) residences.

"Residual Waste" means any contaminants, inert materials, overs, or Acceptable Organic Waste that could not be processed at the Department's Organic Infrastructure that required to be dispose within the Disposal System.

"Waste Disposal Agreement" ("WDA") means the currently operative agreement between the Parties for the disposal of municipal solid waste that is currently set to expire on June 30, 2026. **With the exception of specific or conflicting provisions provided in this Organics Agreement, the Parties agree that the terms found in the WDA shall be applied to the interpretation of this OSA. For the purpose of interpretation of this OSA, the Parties also intend that the WDA be read to include terms such as Controllable Organic Waste, where appropriate.**

"Waste Infrastructure System" or "Disposal System" means active Class III sanitary landfills ("County Landfills"), closed landfills managed by the County, resource recovery operations, Organics Infrastructure, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

"Waste Infrastructure System Enterprise Agreement" or "WISE Agreement" means each of the agreement between the parties that is expected to replace the current WDA that is set to expire on June 30, 2026.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

References Hereto. The terms "hereby", "hereof", "herein", "hereunder", "herewith", and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

Applicable Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city or a Special District or Sanitary District validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Organics Agreement, and this Organics Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this OSA, and this OSA has been duly executed and delivered by the County.

ARTICLE III
DELIVERY AND ACCEPTANCE OF ORGANIC WASTE AND PROVISION OF ORGANIC PROCESSING SERVICES

SECTION 3.1 DELIVERY OF ORGANIC WASTE.

(A) Organic Waste Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this OSA, and subject to available Organic Infrastructure capacity, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of

all Controllable Organic Waste (up to City's Organic Tonnage Limit as provided in Attachment 3) to the Waste Infrastructure System in accordance with the terms of this OSA.

(B) Recycled City Organic Waste.

1. Non-Mandatory Organic Waste City Programs: The parties hereto acknowledge the responsibility of the City to meet its own recycling and landfill diversion goals contained in the Act and Organics Legislation. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Organic Waste generated in the City and delivered to the Organic Infrastructure by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Organic Contract Rate as may be negotiated by the Parties as authorized under this OSA, and shall not constitute a breach of this Agreement.)

2. Mandatory Organic Waste City Collection Programs: City shall provide data and information to County regarding City's mandatory Organic Waste collection programs including but not limited to the tonnage of organics collected by the City for diversion under this OSA. The information will be used to provide education and outreach for participation with the goal of minimizing contamination and increasing diversion.

(C) Organic Diversion Credit. City shall receive Organic Diversion Credit for City's Controllable Organic Waste minus any Residual Waste delivered by City and accepted by County and processed into Recovered Organic Waste Product at the County's Organic Infrastructure.

(D) Organic ROWP Procurement Credit. City shall receive Organic ROWP reports for finished recovered organics waste products procured from County that meets the procurement requirements of Title 14 of the California Code of Regulations, Section 18993.1 et seq. City shall receive Organic ROWP Procurement Credit as follows:

1. County will assist City in developing local City programs and opportunities designed to enable the City to meet its own ROWP requirements.

2. City shall be entitled to "take back" its Proportional Share of SB 1383 compliant, STA Certified compost, mulch or other ROWP products from County Organics Infrastructure and used as ROWP Procurement Credit.

3. County will provide reports and allocate credit associated with City resident ROWP pickup as well as commercial landscapers from City that collect ROWP from County Organic Infrastructure.

4. City will be eligible to receive ROWP Procurement Credit for excess Acceptable Recovered Organic Waste Product that County is able to market beyond that needed for the County unincorporated areas or that is not otherwise committed. (*County makes no guarantees that it will provide City with 100% ROWP Procurement Credit.)

(E) Organic Take-Back Goal. City is not required to "take back" its Proportional Share of STA Certified finished compost, mulch, or other ROWP from the County's Organic Infrastructure, however City and County will work toward creating City programs that have the goal of City taking back its Proportional Share of finished compost or other Recovered Organic Waste Product for local application ("Organic Take-Back Goal") to meet City's ROWP procurement requirements.

(F) Procurement of Additional ROWP. Pursuant to terms agreeable to both Parties, City may request to procure Recovered Organic Waste Product in addition to its Proportional Share within the same Contract Year.

(G) OSA Conditions. As a condition of participating in the County's Organics Infrastructure,

City agrees to the following terms:

1. All Controllable Organic Waste delivered to the County's Organics Infrastructure shall meet the standards as set forth in Attachment 2;
2. City or its Franchise Hauler shall pay the Organics Contract Rate for all Organic Waste delivered to the County's Organic Infrastructure for processing into Recovered Organic Waste Product;
3. City shall provide information to County on a quarterly basis that identifies where Controllable Organic Waste being delivered to the County's Organic Infrastructure originated and shall ensure that the organic material being delivered meets the definition of City Acceptable Organic Waste.
4. Bulk ROWP: City shall be entitled to arrange for the Take Back (at City cost) from County Organic Infrastructure compost, mulch and other Recovered Organic Waste Product in bulk form free of charge.
5. Non-Bulk ROWP: County may establish separate fees for provision of non-bulk material including but not limited to bagged material or compost wattles. City shall be entitled to arrange for the Take Back of Non-Bulk ROWP at City cost.
6. City's Proportional Share shall be calculated as 60% of the weight of Controllable Organic Waste City delivers to County's Organics Infrastructure by City.

(H) No Right of Organic Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver, or cause the delivery to the County's Organic Infrastructure, Acceptable Organic Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Organic Waste into the Waste Infrastructure System. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Organic Waste to the County hereunder, and shall not permit any Acceptable Organic Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Organic Waste for any purpose hereunder.

SECTION 3.2 PROVISION OF ORGANIC PROCESSING SERVICES BY THE COUNTY.

(A) Organic Service Covenant. Commencing on the Commencement Date, the County shall provide or cause the provision of the service of receiving and processing of City's Controllable Organic Waste (up to the City Organic Tonnage Limit provided in Attachment 3) at the County's Organics Infrastructure as described in more detail in Attachment 1. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Organic Service Covenant consistent with prudent solid waste management practice and environmental considerations and under Applicable Law.

(B) Receipt of Controllable Organic Waste. Upon acceptance of the Controllable Organic Waste that meets the PGM standards provided in Attachment 2, County shall process the Organic Waste into compost, mulch or other ROWP as specified in Title 14 of the California Code of Regulations Section 18993.1

(C) Education and Outreach. The Department will assist the City and its hauler in their efforts on Organic education and outreach with the goal of the City meeting its organic diversion and ROWP procurement requirements.

(D) Designated Facilities. County and City will coordinate in determining the primary organic processing facilities and tonnages (as reflected in Attachment 1) used for receiving and processing of Controllable Organic Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Organic Waste at any particular County Organics Infrastructure within the Waste Infrastructure System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within twenty four (24) hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the Organics Infrastructure primarily used by the City as soon as possible. In the event a situation, event or circumstance results in the partial or complete inability of the County to receive Controllable Organic Waste at any particular County Organics Infrastructure within the Waste Infrastructure System the County shall have the right to redirect Controllable Organic Waste to another landfill or County Organics Infrastructure within the Waste Infrastructure System for the duration of the situation, event or circumstance; In no event shall the County be required to accept Controlled Organic Waste if it does not have sufficient permitted organic processing capacity

within the Waste Infrastructure System.

(E) Compliance with Service Covenant Not Excused for any Reason. Commencing on the Commencement Date, and subject to the terms of this Agreement, the obligations of the County to duly observe and comply with the Organic Service Covenant, in accordance with Applicable Law, shall apply continuously and without interruption for the Term of this OSA. In the event that any Change in Law, situation, event or other Uncontrollable Circumstance impairs or precludes compliance with the Organic Service Covenant by the means or methods then being employed by the County, the County shall use best efforts to implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

County failure to duly observe and comply with the Organic Service Covenant due to its efforts to comply with Applicable Law, shall not constitute a breach under this Organics Agreement, and shall excuse County performance to the extent necessary to comply with Applicable Law.

If the alternative or substitute means and methods proposed for the County to observe and comply with the Organic Service Covenant are more costly than the previously used means and methods, the Parties shall negotiate a mutually agreeable new Organic Contract Rate. If the Parties are unable to agree on a new Organic Contract Rate, the Parties may terminate this agreement without penalty with ninety (90) days notice.

SECTION 3.3 COUNTY RIGHT TO REFUSE ORGANIC WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

(1) Hazardous Waste;

(2) Acceptable Organic Waste delivered by City but originating from or generated outside the jurisdiction of the City;

(3) Acceptable Organic Waste delivered in excess of the City Organic Tonnage Limit listed in the Attachment 3;

(4) Acceptable Organic Waste in excess of permitted limits;

(5) Acceptable Organic Waste that would result in County violating Applicable Law;

(6) Controllable Organic Waste that does not meet the requirements found in Attachment 2;

SECTION 3.4 COUNTY PROVISION OF OTHER ORGANIC WASTE DIVERSION SERVICES.

(A) Food Waste Processing and Diversion. County is in the process of evaluating the options and feasibility of development of a Commercial Food Waste Processing Infrastructure. If developed, City will be provided an opportunity to participate in this service on terms separately agreed to by the Parties.

(B) Edible Food Recovery Programs. County is in the process of evaluating the options and feasibility of development of regional County-wide edible food recovery programs to assist Cities in meeting State mandated goals. The intent of Edible Food Recovery to address the food hierarchy and wasted food scale on a regional level through collaboration of all jurisdictions, key local, State and federal stakeholders, the non-profit sector and business sector. City agrees to cooperate with County efforts and collaborate on data analysis and reporting to provide jurisdictions reports for compliance under SB1383.

(C) Separate City -County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person, jurisdiction, or entity to provide source reduction, materials recovery, recycling, composting or other waste diversion services.

ARTICLE IV
ORGANIC CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF ORGANIC CONTRACT RATE.

The City acknowledges that the County shall have the right to charge and collect an Organic Contract Rate for the acceptance and processing of Controllable Organic Waste delivered to the Organic Infrastructure by City or its Franchise Hauler. City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Organic Contract Rates.

SECTION 4.2 ORGANIC CONTRACT RATE.

(A) Establishment of Contract Rate. The Organic Contract Rate payable by each City or Franchise Hauler shall be **$67/Ton** up to the City Organic Tonnage Limit.

(B) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to impose special charges for items such as bagged material or compost wattles; new or expanded services; or receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps, biosolids and sludge. Such special charges shall be calculated to reflect the reasonable incremental costs to the County of providing the new or expanded services or accepting such hard to handle materials.

(C) Escalation.

1. Annual CPI Adjustment: The Organics Contract Rate shall be adjusted each July 1, beginning 2027. The change will be equal to the percentage change in the Consumer Price Index - Consumer Price Index for Al Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG) as measured from the October twenty one (21) months prior to the rate adjustment to the October immediately preceding the rate adjustment. In the event that the change in the change in CPI as described above is negative rather than positive, no rate adjustment will be made for that year.

Organic Contract Rate True-up: County will notify City prior to April 30, 2029 (and every three (3) years thereafter) and advise whether actual inflation rate since execution should be frozen for a period of time (in circumstances where Department revenues exceed Department Full Cost Recovery needs) or to determine whether the Organic Contract Rate should be increased beyond CPI as described above (in circumstances where Department costs exceed CPI) to ensure that Department revenues meet Full Cost Recovery.

2. Adjustment Resulting from Increased Fees: In addition to the other adjustments specified herein, the Organic Contract Rate shall be automatically adjusted to reflect the imposition of new fees or increases in existing fees relating to the County's processing of Controllable Organic Waste imposed by State, federal or other agencies. The County shall provide notice of any increase pursuant to this Section as soon as practicable after becoming aware of the imposition of any fees described above.

ARTICLE V
TERM

SECTION 5.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Organic Services Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2036, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Bi-Annual Opener. In light of the significant changes in law by the California Legislature to address climate change, the Parties agree to meet at least bi-annually or earlier at the request of County to review the Organic Contract Rate and discuss the need for additional investment into the Organic Infrastructure to respond to existing or new legislative requirements, diversion requirements, provision of new services, or other matters of mutual concern to the Parties.

(C) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the Parties, on or before June 30, 2036 for an additional term of 10 years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof or on amended terms as may be mutually agreed to by the Parties. The City shall give the County written notice of its election to renew this Agreement on or before June 30, 2034. If the parties do not execute a renewal of this Agreement prior to June 30, 2036 it shall expire.

ARTICLE VI
GENERAL PROVISIONS

SECTION 6.1 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective Parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by notice to the other Party.

SECTION 6.2 ATTORNEYS FEES. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney's fees, costs and expenses.

SECTION 6.3 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 6.4 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either Party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non- performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 6.5 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both Parties.

SECTION 6.7 NOTICE OF LITIGATION. Each Party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 6.8 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 6.9 ASSIGNMENT OF AGREEMENT. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party hereto without the prior written consent of the other Party, which may be withheld in the other Party's sole discretion. Notwithstanding the foregoing, either Party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the Party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning Party.

SECTION 6.10 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 6.9 hereof.

Signature Page to Follow

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date_____ By _____
Director, OC Waste & Recycling

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Date _____

NOT APPLICABLE

Date_____ By _____
[NAME]
City Representative
City of XX

Date_____ By _____
[NAME]
City Representative
City of XX

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

Attachment 1

COUNTY OF ORANGE ORGANIC INFRASTRUCTURE

Attachment 1

COUNTY OF ORANGE ORGANIC INFRASTRUCTURE

The County of Orange owns and operates a network of three commercial organic processing facilities co-located at each of the active landfills. Each of the organic processing facilities have the ability to receive organic material and to produce organic products for cities to meet their Take-Back requirements specified within this agreement. Products produced at the organic processing facilities meet CalRecycle's SB 1383 procurement requirement and are certified under the US Composting Council's Standard of Testing Assurance (STA) Program. Product offerings include compost and composted mulch. Additional products may be offered as determined by the County.

A summary of each of the organic processing facilities is listed below:

Valencia Greenery (Co-Located at Olinda Alpha Landfill)
1942 N. Valencia Avenue
Brea, CA 92823
Permitted Maximum Tonnage (Open Windrow): 94 tons per day
Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 228 tons per day
Permitted Hours of Operation: Monday through Saturday 6:00 am to 4:00 pm
Ancillary Operation Hours: 24 hours per day/7 days a week

Bee Canyon Greenery (Co-Located at Frank R. Bowerman Landfill)
11002 Bee Canyon Access Road
Irvine, CA 92602
Permitted Maximum Tonnage (Open Windrow): 210 tons per day
Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 876 tons per day
Permitted Hours of Operation: Monday through Saturday 7:00 am to 5:00 pm
Ancillary Operation Hours: 24 hours per day/7 days a week

Capistrano Greenery (Co-Located at Prima Deshecha Landfill)
32250 Avenida La Pata
San Juan Capistrano, CA 92675
Permitted Maximum Tonnage (Open Windrow): 204 tons per day
Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 536 tons per day
Permitted Hours of Operation: Monday through Saturday 7:00 am to 5:00 pm
Ancillary Operation Hours: 24 hours per day/7 days a week

This list may be modified/expanded at the discretion of the County.

Attachment 2

SPECIFICATIONS FOR CONTROLLABLE ORGANIC WASTE AS PROCESSED GREEN WASTE MATERIAL (PGM) AT COUNTY ORGANIC INFRASTRUCTURE

Attachment 2

SPECIFICATIONS FOR CONTROLLABLE ORGANICE WASTE AS PROCESSED GREEN WASTE MATERIAL (PGM) AT COUNTY ORGANIC INFRASTRUCTURE

DESCRIPTION

Processed Green Material (PGM) consists of yard waste, grass clippings, leaves, tree trimmings and plant-based materials which have been sorted to remove contamination and processed by shredding or grinding. PGM should not contain manure, stable waste or pet waste, which can create odors.

Processed Green Material is defined as following (California Code of Regulations, Title 27, Division 2, Subdivision 1, Chapter 3, Subchapter 4, Section 20690 [b] [3]):

- **Processed Green Material** – means any plant material that is either separated at the point of generation or separated at a centralized facility that employs methods to minimize contamination. Green material includes, but is not limited to, yard trimmings, untreated wood wastes, paper products, and natural fiber products. Green material does not include treated wood waste, mixed demolition or mixed construction debris, manure, or plant waste from the food processing industry, alone or blended with soil. Processed green material may include varying proportions of wood waste from urban and other sources and shall be ground, shredded, screened, source separated for grain size, or otherwise processed.

CONTAMINANT DEBRIS

The PGM should be free from all contaminant debris (glass, plastic, film plastic, metals, etc.) as well as salt and deleterious material such as clods, coarse objects, rocks, inert debris, and Material Recovery Facility ("MRF") fines. County personnel visually inspect the PGM loads as they come in, making sure that the specifications are met and to determine if the loads are contaminated (i.e., mixed with paper, plastics and other trash.) If the loads appear to have unacceptable contamination in excess of 0.5% either by weight or volume, the PGM loads will not be allowed into the Organic Infrastructure and the City and/or hauler will be notified that contaminated PGM loads are unacceptable. The PGM will be deemed as municipal solid waste and the City and/or hauler will have the option to take the material to the landfill for disposal or be returned to the hauler's facility for additional processing. For material that is physically dumped at the unloading area and is deemed unacceptable by OC Waste & Recycling staff, the material will be re-loaded into the transfer vehicle for reprocessing at hauler's processing facility or sent to the landfill for disposal. Hauler will be charged the current "Hard-to-Handle" fee for re-loading services and disposal of unacceptable material.

SIZE

The particle size of the PGM acceptable is between ½-inch and 3 inches in length between ½-inch and 1 inch in width and between ½-inch and 1 inch in thickness. No particle should exceed 3 inches in any dimension.

MOISTURE CONTENT

The moisture content of the PGM should be in the range of 50-60 percent. If the PGM's moisture content is unacceptable and cannot be received for processing at the County's Organic Infrastructure Facilities, the material will be re-loaded into the transfer vehicle for reprocessing at hauler's processing facility or sent to the landfill for disposal. The hauler will be charged the current "Hard-to-Handle" fee for re-loading services and disposal of unacceptable material.

FOOD WASTE

Residential food waste mixed with PGM as part of a city organic collection program is acceptable provided that the food waste is free of contaminant debris (glass, plastic, food packaging, non-compostable silverware, soiled napkins,

etc.). No commercial or source-separated food waste will be accepted except for cases where the County has entered into an agreement with a City to accept specific source separated organic material as Additional Feedstock as described below.

SOURCE SEPARATED MANURE

Subject to available capacity, City and/or Hauler may bring non-residential, source separated manure and stable bedding pursuant to the following Manure/Stable Bedding Program requirements:

1. Material Quantity: manure/stable bedding must be uncontaminated which means free of any hazardous materials, food waste packaging, plastics, glass, and any large bulky items and inert materials that need to be further sized or removed for composting. ("Material")
2. Material Volume: County and City/Hauler will determine the anticipated volume of Material to ensure that the County's Organic Infrastructure has sufficient capacity to manage the proposed amount of Material.
3. Material will be load checked to determine if it meets the established quality standards. If contaminants exceed 0.5% (by weight or volume), the load is deemed contaminated and not meeting quality standard for use in the Manure/Stable Bedding Program.
4. Material that is deemed unacceptable will be subject to the fees established by OCWR for this material type. Material that does not meet the established quality standards will be charged as follows:
    a. If determined not to meet quality standards before Material is unloaded, standard disposal rates will apply.
    b. If determined not to meet quality standards after Material is unloaded (or partially unloaded), hard-to-handle disposal rates will apply.
5. Material Delivery:
    a. All Material deliveries will be scheduled and coordinated with OCWR prior to delivery. Any changes to material delivery quantities or days will be coordinated with OCWR prior to making the change.
    b. While OCWR will remain as flexible as possible on timing of deliveries, material deliveries will be limited to Monday through Friday between 8:00 am and 2:00 pm and subject to holiday schedules. Should the delivery times change, then OCWR shall give two (2) days prior notice of the delivery time change.
    c. Upon delivery, OCWR staff will record exact tonnage, name of hauler/transporter provider, and note distinguishing characteristics of feedstock and other pertinent information.
    d. Deliveries made without OCWR prior approval may be refused or charged at the established rate.
    e. OCWR reserves the right to deny a request to deliver for any reason. (i.e., OCWR does not guarantee that it will accept manure/stable bedding under this program. Instead, OCWR will accept Material based on its operational need and will make every effort to accommodate City's/hauler Material except when a reduction or stoppage is needed.)

ADDITIONAL FEEDSTOCK

The County at its discretion may accept additional material types such as food waste and manure based on availability and permitting conditions at each of the County's organic processing facilities. The County will work with City to identify the specifications for accepting the material types including scheduling of deliveries and quantities.

CHANGES TO SPECIFICATIONS

County reserves the right to modify the Specifications found in this Appendix due to a change in law or regulation or in consideration of operational or Organic Processing Infrastructure needs. County shall provide 90 days notice regarding changes to this Appendix.

Attachment 3

CITY ORGANIC TONNAGE LIMIT

Attachment 3

CITY ORGANIC TONNAGE LIMIT

The City Organic Tonnage Limit listed in the Attachment is the maximum amount of Controllable Organic Waste that County is committed to accept under the Organic Service Agreement.

Jurisdiction	Designated Greenery	City Organic Tonnage Limit		
		Daily Limit[1]	**Monthly Limit[2]**	**Annual Limit**
TBD		_____tons	_____ tons	_____ tons
TBD				
TBD				
TBD				

1. Daily Limit includes up to 20% by weight of source separated manure and stable bedding.

2. In the event City delivers less than their monthly limit, County may allocate unused City capacity at its discretion.

Attachment 4

ORGANIC INFRASTRUCTURE RESOLUTION

RESOLUTION NO. 19-19-031

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA DIRECTING OC WASTE & RECYCLING TO UTILIZE EXISTING COUNTY RESOURCES TO RESEARCH OPPORTUNITIES AND DEVELOP STRATEGIES TO ACHIEVE STATE IMPOSED ORGANICS RECYCLING MANDATES.

WHEREAS, in 1989 the State of California enacted AB 939 (Sher), The Integrated Waste Management Act, requiring jurisdictions to divert a minimum of 50% of waste then going to landfills;

WHEREAS, in 2014 the State of California enacted AB 1594 (Williams, Chapter 719, Statutes of 2014), mandating that as of January 1, 2020, the use of green material as alternative daily cover will no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction's annual 50% per capita disposal rate;

WHEREAS, in 2018, Orange County cities delivered approximately 513,000 tons of processed green material to Orange County landfills accepted for free to be used as alternative daily cover, saving the residents of Orange County more than $17,000,000 over the comparable cost of disposal;

WHEREAS, beginning in 2020, due to the new influx of previously diverted processed green material several Orange County cities will have difficulty meeting the mandated 50% diversion rate due to a lack of organics processing infrastructure within Orange County;

WHEREAS, in 2016 the State of California enacted SB 1383 (Lara, Chapter 395, Statues of 2016), establishing methane emissions reduction targets, to be achieved via even greater diversion of organics from landfills, in a statewide effort to reduce emissions of short-lived climate pollutants;

WHEREAS, the state continually increases the type and volume of organics that must be diverted from landfills and recycled;

WHEREAS, transportation is the most significant cost component to managing any waste stream, and the County Landfill system is well suited to receive and process organic material;

WHEREAS, the Orange County Board of Supervisors has considered the needs of Orange County and the need for additional organic recycling infrastructure;

WHEREAS, the Orange County Board of Supervisors supports protecting consumers via the creation of an organics recycling infrastructure within Orange County;

WHEREAS, the Orange County Board of Supervisors is committed to fulfilling its legal obligations to meet state mandates in a manner that is least burdensome to taxpayers;

NOW, THEREFORE BE IT RESOLVED, the Orange County Board of Supervisors acknowledges that the County has an interest in utilizing County resources to support the region in developing additional organics recycling infrastructure. The Board **HEREBY ORDERS** as follows:

SECTION 1. OC Waste & Recycling (OCWR) shall research opportunities and use available county resources to develop strategies and programs to achieve state-imposed organics recycling mandates for County unincorporated areas and where feasible leverage and extend similar opportunities to serve other public agencies and incorporated portions of Orange County.

SECTION 2. OCWR shall work transparently with all stakeholders to achieve the above-stated goals.

SECTION 3. Authorize OCWR to seek opportunities for organics recycling grants to help offset the costs of organics recycling research, program implementation and other related expenses. OCWR shall comply with County policies in applying for and accepting grants.

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on April 23, 2019, to wit:

AYES:	Supervisors:	LISA A. BARTLETT, ANDREW DO, MICHELLE STEEL DONALD P. WAGNER, DOUG CHAFFEE
NOES:	Supervisor(s):	
EXCUSED:	Supervisor(s):	
ABSTAINED:	Supervisor(s):	

CHAIRWOMAN

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, ROBIN STIELER, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors .

IN WITNESS WHEREOF, I have hereto set my hand and seal.

ROBIN STIELER
Clerk of the Board
County of Orange, State of California

Resolution No: 19-031

Agenda Date: 04/23/2019

Item No: 48

I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors , Orange County, State of California

Robin Stieler, Clerk of the Board of Supervisors

By. _____
Deputy

FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of April 21st, 2026 (the "Acknowledgment"), and between the CITY OF PLACENTIA (the "City") and REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC (the "Franchise Hauler").

WITNESSETH

WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled Amended, Revised and Restated Agreement dated as of July 20th, 2010 (the "Franchise"); and

WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and

WHEREAS, the Franchise provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and

WHEREAS, the County of Orange (the "County") owns, manages and operates a Waste Infrastructure System that is permitted to accept or process Acceptable Waste for disposal or diversion; and

WHEREAS, the City and the County have heretofore entered into a Waste Infrastructure System Enterprise Agreement (the "WISE Agreement"), dated as of April 21st, 2026; and

WHEREAS, the WISE Agreement details responsibilities for disposal of municipal solid waste and may include processing of identified Organic Waste for diversion, generated within the boundaries of the City, and determine that the execution of the WISE Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Waste Infrastructure System and providing disposal rate stability, predictable and reliable long-term disposal service, enhanced organics processing to assist the City in meeting its organics diversion requirements, and the continuation of sound environmental management; and

WHEREAS, under the WISE Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and may also provide for Organic Waste processing under an OSA and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Waste Infrastructure System; and

WHEREAS, the provisions of the WISE Agreement guarantee capacity for the long term disposal and processing of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Waste Infrastructure System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the WISE Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the WISE Agreement through the delivery of waste by the Franchise Hauler to the Waste Infrastructure System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal and processing as provided in the WISE Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the

receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the WISE Agreement.

2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the WISE Agreement, (b) the enforceability against the County or the City of the WISE Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all Residue from the processing by any means, wherever conducted, of Controllable Waste), to the Designated Facility in the Waste Infrastructure System/Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the WISE Agreement.

5. Unless expressly authorized by the Department, the Franchise Hauler shall only haul Controllable Waste to the Designated Facility.

6. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Disposal System in compliance with the Waste Disposal Covenant.

7. The Franchise Hauler shall pay the Contract Rate imposed by the County for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Agreement.

8. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in any City Franchise Agreement to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

9. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

10. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

11. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the date hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the Term of the WISE Agreement.

12. The City and Franchise Hauler agree that the County shall be an express third-party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder. There shall be no additional third party beneficiaries under this Acknowledgement.

13. The Franchise Hauler agrees to assist the County in verifying tonnage collected by the Franchise

Hauler and providing information required by the County. The Franchise Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box, etc.), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. The Franchise Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of this 21st day of April, 2026.

CITY OF PLACENTIA

Signature: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM:

By _____
City Attorney

Date _____

REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA

Signature: _____

Printed Name: Peter Besada

Title: General Manager

CERTIFICATE OF SECRETARY

RELATING TO THE FRANCISE HAULER ACKNOWLEDGMENT FOR THE CITY OF PLACENTIA IN THE STATE OF CALIFORNIA

The undersigned, Secretary of **REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **REPUBLIC SERVICES, INC.**, a Delaware corporation, the sole member of the Company (the "Member") by written consent of the Member on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **PETER BESADA** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 23rd day of March, 2026.

Lauren McKeon

Lauren McKeon, Secretary

WISE AGREEMENT
Service Coordinator Designation Form

Section 3.5(C) of the WISE Agreement reads as follows:

"Service Coordinator. The County and the City each shall designate in writing thirty (30) days prior to the expected Commencement Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Service Coordinator"). Either Party may designate a successor or substitute Service Coordinator at any time by notice to the other Party."

City/District Name:	City of Placentia
Service Coordinator Name:	Cheryl Miller
Service Coordinator Telephone Number:	714-993-8123
Service Coordinator Email Address:	cmiller@placentia.org

This designation is effective immediately and replaces all prior designations.

Approved by City Administrator or designee:

_____

Jennifer Lampman, City Administrator

_____

Date

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2026

	Service Fee	Landfill Cost	Solid Waste & Recycling Srvcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Residential Rates							
Single Family	$43.95	$6.28	$0.35	$50.57	$44.86	$5.71	12.73%
Additional Containers							
Black "Trash" Container	$7.45	$6.28	$0.00	$13.73	$11.33	$2.40	21.17%
Green "Organics" Container	$6.47	$0.00	$0.00	$6.47	$6.28	$0.19	3.02%
Blue "Recycling" Container	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	N/A
Residential Special Services							
Residential Roll-Out Service	$15.37	$0.00	$0.00	$15.37	$14.92	$0.45	3.02%
Extra Dump - All 3 Containers	$32.64	$0.00	$0.00	$32.64	$31.68	$0.96	3.02%
Exchange of All 3 Containers	$50.47	$0.00	$0.00	$50.47	$48.99	$1.48	3.02%
Container Replacement - Misuse	$89.27	$0.00	$0.00	$89.27	$86.66	$2.61	3.02%
Residential Bulky-Item Pick-ups							
Additional Pick-ups over 3x p/Year	$63.15	$0.00	$0.00	$63.15	$61.30	$1.85	3.02%
Charge for each item over 10	$9.01	$0.00	$0.00	$9.01	$8.75	$0.26	3.02%
Additional Fee Gas Recovery	$63.15	$0.00	$0.00	$63.15	$61.30	$1.85	3.02%
Temp Three Yard Containers							
3 Days + Dump	$116.75	$10.90	$0.00	$127.65	$120.45	$7.20	5.98%
Each Additional Day	$9.55	$0.00	$0.00	$9.55	$9.27	$0.28	3.02%
Commercial Rates							
Commercial Cart (Each)							
First Pick-up	$25.94	$12.10	$0.18	$38.22	$33.27	$4.95	14.88%
Each Additional Pick-up Freq.(Max 4 X)	$25.94	$12.10	$0.18	$38.22	$33.27	$4.95	14.88%
Two Yard Containers							
One Pick-up Only	$155.21	$33.59	$1.09	$189.88	$173.72	$16.16	9.30%
Each Additional Pick-up Freq.(Max 3 X)	$81.05	$33.42	$0.57	$115.04	$101.10	$13.94	13.79%
Non-Scheduled Pick-up	$73.83	$7.85	$0.52	$82.20	$77.33	$4.87	6.30%
Three Yard Containers							
First Pick-up	$194.15	$50.23	$1.36	$245.74	$222.66	$23.08	10.36%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2026

	Service Fee	Landfill Cost	Solid Waste & Recycling Srvcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Each Additional Pick-up Freq.	$104.90	$50.04	$0.74	$155.68	$135.26	$20.42	15.10%
Non-Scheduled Pick-up	$90.77	$11.68	$0.64	$103.09	$96.39	$6.70	6.95%
Three Yard Compactors							
First Pick-up	$239.53	$123.47	$1.68	$364.69	$314.88	$49.81	15.82%
Each Additional Pick-up Freq.	$150.59	$123.21	$1.06	$274.86	$227.73	$47.13	20.69%
Non-Scheduled Pick-up	$137.93	$28.66	$0.97	$167.56	$153.60	$13.96	9.09%
Four Yard Containers							
First Pick-up	$213.56	$67.64	$1.50	$282.70	$253.02	$29.68	11.73%
Each Additional Pick-up Freq.	$115.40	$67.43	$0.81	$183.64	$156.89	$26.75	17.05%
Non-Scheduled Pick-up	$99.83	$15.72	$0.70	$116.25	$107.90	$8.35	7.74%
Six Yard Containers							
First Pick-up	$223.27	$100.09	$1.57	$324.93	$283.70	$41.23	14.53%
Each Additional Pick-up Freq.	$120.63	$99.84	$0.85	$221.32	$183.18	$38.14	20.82%
Non-Scheduled Pick-up	$104.40	$23.21	$0.73	$128.34	$117.25	$11.09	9.46%
Three Yard Construction Bin							
First Pick-up	$253.01	$51.18	$1.78	$305.96	$280.85	$25.11	8.94%
Each Additional Pick-up Freq.	$123.51	$52.72	$0.87	$177.09	$155.21	$21.88	14.10%
Non-Scheduled Pick-up	$90.77	$12.31	$0.64	$103.72	$96.80	$6.92	7.14%
Temp Three Yard Container - Non Profit							
3 Days + Dump	$113.00	$12.39	$0.79	$126.18	$118.59	$7.59	6.40%
Each Additional Day	$9.26	$0.00	$0.06	$9.33	$9.06	$0.27	2.94%
Commercial Organic Containers							
Organic Commercial Cart (Each)							
35G only, First Pick-up	$25.94	$12.10	$0.18	$38.22	$33.27	$4.95	14.88%
Each Additional Pick-up Freq.(Max of Three)	$25.94	$12.10	$0.18	$38.22	$34.27	$3.95	11.53%
Organic Commercial Cart (Each)							
64G only, First Pick-up	$59.70	$0.00	$0.42	$60.12	$58.37	$1.75	2.99%
Each Additional Pick-up Freq.(Max of Three)	$59.70	$0.00	$0.42	$60.12	$59.37	$0.75	1.26%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2026

	Service Fee	Landfill Cost	Solid Waste & Recycling Srvcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Commercial Recycle Containers							
Recycle Three Yard Containers							
First Pick-up	$194.45	$0.00	$1.36	$195.82	$190.16	$5.66	2.98%
Each Additional Pick-up Freq.	$105.05	$0.00	$0.74	$105.78	$102.73	$3.05	2.97%
Non-Scheduled Pick-up	$90.91	$0.00	$0.64	$91.55	$88.91	$2.64	2.97%
Contaminated Bin (Serviced as Trash) per Occurrence	$194.45	$0.00	$1.36	$195.82	$190.16	$5.66	2.98%
Commercial Special Services							
Roll Out Service (Monthly Rate for Weekly Frequency)							
First Pick-up	$76.41	$0.00	$0.00	$76.41	$74.17	$2.24	3.02%
Each Additional Pick up Freq	$76.41	$0.00	$0.00	$76.41	$74.17	$2.24	3.02%
Non-Scheduled Pick up	$76.41	$0.00	$0.00	$76.41	$74.17	$2.24	3.02%
Surcharge - Sunday Service	$17.54	$0.00	$0.00	$17.54	$17.03	$0.51	3.02%
Bin Exchange after One-Time p/Year	$111.23	$0.00	$0.00	$111.23	$107.97	$3.26	3.02%
Redelivery of Bin(s) - Non Payment	$112.78	$0.00	$0.00	$112.78	$109.48	$3.30	3.02%
Locking Latch Bins							
Set-up One Time Cost	$133.85	$0.00	$0.00	$142.31	$129.93	$12.38	9.53%
Monthly Maintenance Fee P/tip Freq.	$2.98	$0.00	$0.00	$3.17	$2.89	$0.28	9.69%
Special Access / Code or Key Fee	$14.82	$0.00	$0.00	$14.82	$14.39	$0.43	3.02%
Container Steam Cleaning after 1x/Year	$142.87	$0.00	$0.00	$142.87	$138.69	$4.18	3.02%
Clean-Up & Disposal Overage per occurrence	$51.92	$0.00	$0.00	$51.92	$50.40	$1.52	3.02%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2026

	Service Fee	Landfill Cost	Solid Waste & Recycling Srvcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Commercial Bulky-Item Pick-ups							
Basic Charge - Two Items	$63.15	$0.00	$0.00	$63.15	$61.30	$1.85	3.02%
Charge for each item over Two	$9.01	$0.00	$0.00	$9.01	$8.75	$0.26	3.02%
Additional Fee Gas Recovery	$63.15	$0.00	$0.00	$63.15	$61.30	$1.85	3.02%
Tilt Hopper Monthly Rental	$57.84	$0.00	$0.00	$57.84	$56.15	$1.69	3.02%
Three Yard Bin Monthly Rental	$74.16	$0.00	$0.00	$74.16	$71.99	$2.17	3.02%
Industrial Rates for Roll-Off Services							
Permanent Services							
15-Yard Demo Container	$513.10	$416.90	$3.60	$933.60	$774.05	$159.55	20.61%
15-Yard Demo Container - Clean Inerts	$467.92	$0.00	$3.28	$471.21	$457.58	$13.63	2.98%
30-Yard Drop Off Container	$485.09	$347.57	$3.40	$836.06	$701.38	$134.68	19.20%
30-Yard Container - Green Waste	$674.34	$0.00	$4.73	$679.07	$659.43	$19.64	2.98%
40-Yard Compactor	$609.43	$486.41	$4.28	$1,100.11	$913.65	$186.46	20.41%
Temporary Services							
15-Yard Demo Container	$524.02	$416.93	$3.68	$944.62	$784.74	$159.88	20.37%
15-Yard Demo Container - Clean Inerts	$483.27	$0.00	$3.39	$486.66	$472.59	$14.07	2.98%
30-Yard Drop Off Container	$509.61	$347.62	$3.58	$860.81	$725.39	$135.42	18.67%
30-Yard Container - Green Waste	$689.70	$0.00	$4.84	$694.54	$674.45	$20.09	2.98%
Overweight Surcharge p/ton (Actual weight over 8 tons/load)							
Trash Loads	$24.93	$69.34	$0.17	$94.45	$69.67	$24.78	35.56%
Clean Inerts	$46.04	$0.00	$0.32	$46.36	$45.02	$1.34	2.98%
Clean Green Waste	$60.26	$0.00	$0.42	$60.69	$58.94	$1.75	2.97%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2026

	Service Fee	Landfill Cost	Solid Waste & Recycling Srvcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Industrial Special Services							
Saturday Service - Per Pull	$47.07	$0.00	$0.00	$47.07	$45.69	$1.38	3.02%
Mandatory Signature Required - Per Pull	$7.42	$0.00	$0.00	$7.42	$7.20	$0.22	3.02%
Additional Days Temp R/O Per Day	$18.02	$0.00	$0.00	$18.02	$17.49	$0.53	3.02%
Stand-By Hourly Rate	$112.78	$0.00	$0.00	$112.78	$109.48	$3.30	3.02%
Relocation/Trip Charge/Dead Run	$74.16	$0.00	$0.00	$74.16	$71.99	$2.17	3.02%
Packer "Turn-A-Round" Surcharge Per Pull	$14.82	$0.00	$0.00	$14.82	$14.39	$0.43	3.02%
Heavy-Duty Truck Service - Per Pull	$519.13	$0.00	$0.00	$519.13	$503.93	$15.20	3.02%
R/O Container Steam Cleaning after 1x/Year	$148.33	$0.00	$0.00	$148.33	$143.99	$4.34	3.02%
Storage Container Rental / Delivery p/Mo.	$117.17	$0.00	$0.00	$117.17	$113.74	$3.43	3.02%
Storage Container Return $10.00 + Per/Mile	$1.63	$0.00	$0.00	$1.63	$1.58	$0.05	3.02%

Agenda Item No: 2.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 21, 2026

Submitted by: Jerry Griggs

From: Finance

Subject:
ADOPTION OF PROPOSED COMPREHENSIVE FEE AND RATE SCHEDULE

Financial Impact:
Fiscal Impact:
The proposed fee changes as of July 1, 2026, are intended to recover the cost of providing existing services associated with fee-related regulatory functions and other programs.

Summary:
The City of Placentia is responsible for providing a variety of services to its citizens. Services that support the general public, such as public safety services are supported by tax and other non-fee revenues, while services that are more elective in nature and have specific individual beneficiaries are typically supported by user fee charges. User fee-related services are provided by many City departments, but tend to be more heavily concentrated on Planning, Building, Engineering and Community Services. By law, user fees must not exceed the City's cost to provide the service. The City Council can choose to set fees that fully recover the cost of service or place said fees at lower levels that provide a level of subsidy or alternatively reduce costs by reducing the level of service provided.

Annually, the City reviews its fees and makes adjustments to ensure fees are consistent with industry best practices and city processes, account for inflation and may also add new fees resulting from new programs and/or changes in service delivery. This consistent review and adjustment of fees provides multiple benefits, including:

- Increasing the availability of General Fund revenues to be used for services and activities available to all residents and businesses, such as public safety services.
- Keeping pace with general cost inflation.
- Avoiding fee spikes that are more likely to occur when municipalities leave fees unchanged for a multi-year period.
- Providing fee payers, City staff, and City policymakers with a pattern of consistency that provides information for forecasting and decision-making purposes.
- Helping to meet fee-payer service level expectations by collecting fees to fund the existing level of services provided.
- Encouraging generational equity among fee payers by avoiding long-term stagnation of fees followed by significant fee increases.

The City engaged Clear Source Financial Consulting to conduct a comprehensive fee study in 2022. Prior to that, fee studies were completed in 2018, 2012 and 2007; Prior to 2007, the City's fee schedule had not been updated since 1990.

Following Clear Sources' recommendation to review and adjust fees annually, Staff is proposing an adjustment of all fees by 3.0%, the CPI for All Urban Consumers (Los Angeles-Long Beach-Anaheim, CA) for February 2026.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing to consider amending the Placentia Comprehensive Fee Schedule for certain fees, rates, and charges for various City user services; and
2. Receive the Staff report, consider all public testimony, and discuss the proposed fees; and
3. Close the public hearing; and
4. Adopt Resolution No. R-2026-18, a Resolution of the City Council of the City of Placentia, California, establishing and adopting certain City fees, rates, and charges for various City services with an effective date of July 1, 2026, for Fiscal Year 2026-27.

Strategic Plan Statement:
This item aligns with Strategic Goal No. 1: Fiscal Sustainability, to ensure long-term financial health by responsibly managing resources, investing wisely, and maintaining a balanced budget that supports high-quality services for the community.

Discussion:
The proposed fees are intended to comply with applicable federal, state, and local laws including providing confirmation that the proposed fees and charges are not a tax as defined in Article 13C of the California Constitution and that the proposed fees are no more than necessary to cover the reasonable costs of the City's activities and services addressed in the fees. Additionally, the manner in which the costs are allocated to a payor bear a fair and reasonable relationship to the payor's burdens on, or benefits received from the activities and services provided by the City.

The City engaged Clear Source Financial Consulting to conduct a comprehensive fee study in 2022. Following their recommendation, staff is proposing an adjustment of all fees by 3.0%, the CPI for All Urban Consumers (Los Angeles-Long Beach-Anaheim, CA) for February 2026.

Other changes proposed to the fee schedule are outlined below.

Community Services
For FY26/27, Staff is proposing the addition of fees including "Aquatic Birthday Party Package" for $300-399, "Adult Soccer League (5v5)" for $429, "Senior Excursions" ranging from $35-150, and a revised format for Facility Rentals that is now separated into "Resident, Non-Profit w/Residency, Non-Profit w/o Residency, and Non-Resident" fee formatting.

Public Works
For FY26/27, Staff is proposing the addition under "Address Issuance" of "Utility pedestals & ADUs" fee to recover the cost of Staff time to research and issue addresses. Requests for addresses can vary in nature from simple requests such as utility pedestals or accessory dwelling units (ADUs) to more complex requests which take more time to research and

process such as single-family residences and large development projects such as the Cenza. This creates a third category of fees to be charged based on differences in Staff time needed to complete the request. The proposed fee is $171 for “Utility pedestals & ADUs”.

Police Department

For FY26/27, Staff is proposing the addition of fees for annual dog licensing including “Neutered” for $51, “Neutered, Senior Citizen discount” for $25 and “Neutered, Military discount” for $25. These fees are currently being charged at a lower rate, which has not changed since 2018, by the County and this proposed change to the rate is for cost recovery purposes only.

Attachments

1. Resolution No. R-2026-18 - Fee Update for FY 26.27.docx
2. Public Hearing Notices for Fee Study.pdf

Master Fee Schedule 4.21.26.pptx

Master Fee Schedule - 4.21.26 updated.pdf

RESOLUTION R-2026-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ESTABLISHING AND ADOPTING CERTAIN CITY FEES, RATES, AND CHARGES FOR VARIOUS CITY SERVICES WITH AN EFFECTIVE DATE OF JULY 1, 2026, FOR FISCAL YEAR 2026-27

A. Recitals

WHEREAS, pursuant to the Mitigation Fee Act (Government Code section 66000 *et seq.*) the City of Placentia is authorized to adopt and implement fees, rates, and charges for municipal services; provided that such fees, rates, and charges do not exceed the estimated reasonable cost of providing such services; and

WHEREAS, notice of public hearing has been given pursuant to Government Code Section 6062a, oral and written presentations have been made and received, and the required public hearing has been held; and

WHEREAS, the City of Placentia desires to implement new fees, rates, and charges for various governmental services provided by the City of Placentia, as set forth herein; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, the actions implemented through the adoption of this Resolution are statutorily exempt under the California Environmental Quality Act per Section 21080(b)(8) of the Public Resources Code.

B. Resolution

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

1. Recitals. The recitals in Part A., above, are correct.

2. Estimated Costs. The fees, rates, and charges set forth in Exhibit A do not exceed the estimated reasonable cost of providing the service for which the fee, rate, or charge is levied.

3. Exhibit A. The fees, rates, and charges set forth in Exhibit A are hereby adopted and approved as the fees, rates, and charges for the services identified for each such fee, rate, or charge.

4. Effective Date of Fees. The fees, rates, and charges set forth in Exhibit A shall become effective on July 1, 2026.

5. Delegated Authority. The City Administrator is hereby delegated the authority to reduce one or more fees included in Exhibit A by up to 10% of the adopted fee amount, based on market conditions.

6. Severability. If any fee, rate, or charge adopted or increased by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such fee, rate, or charge shall be deemed a separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of the remaining fees, rates and charges adopted or revised herein. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one (1) or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

APPROVED and ADOPTED this 21st day of April 2026.

_____
Chad P. Wanke, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21st of April 2026, by the following vote:

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

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

Exhibit A: Master Schedule of User and Regulatory Fees – Effective July 1, 2026

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Placentia will hold a public hearing in the **Council Chambers** of Placentia City Hall, 401 E. Chapman Avenue on **Tuesday, April 21, 2026 at 6:00 p.m.** or as soon thereafter as the matter may be heard, to consider the following item:

The adoption of a Resolution Establishing and Updating User and Regulatory Fees and Charges.

ALL INTERESTED PERSONS are invited to attend this hearing and express opinions upon the items listed above.

ANY WRITTEN MATERIALS to be submitted must be submitted to the City Clerk at least twenty-four (24) hours prior to the hearing.

IF YOU CHALLENGE this proposal in court, you may be limited to, raising only those issues you or someone else raised at the public hearings described in this notice or written correspondence delivered to the City Clerk at 401 E Chapman Avenue, Placentia, CA 92870.

FURTHER INFORMATION on these items may be obtained at the City Clerk's Office or by telephone: (714) 993-8231

Attest: Brooke Lovell, Deputy City Clerk

PUBLISHED: Thursday, April 9, 2026 - Placentia News Times
POSTED: Thursday, March 26, 2026


City of Placentia
Master Fee Schedule Update
April 21, 2026
PLACENTIA CIVIC CENTER

Background

- The City maintains a Master Fee Schedule identifying applicable fees for various City Services.

- Fees differ from taxes in that cities collect fees and charges for government services performed at the request of, or specifically for, a particular individual, business or group…as opposed to services performed for the community as a whole.

<u>Taxes</u>
Paid by everyone for government services that benefit the entire community such as public safety.



<u>Fees</u>
Paid by individual, business or group for government services that directly benefits themselves such as permits for private swimming pools, facility rentals and business licenses.

Why Should Fees be Reviewed Frequently?

- Recovering the costs of providing fee-related services directly influences the City's fiscal health and increases the City's ability to meet the service level expectations of the fee payers.

- A fee for service ensures that the individual bears most, if not all, of the cost incurred by the City to provide that service.

- Frequent reviews of fees and charges for service ensures rates are adjusted for inflation and reduces the likelihood for significant increases in any one given year.

Background

- The Master Fee Schedule outlines permit fees and charges for services citywide but does not include general taxes such as property or sales tax, or Development Impact Fees (DIFs).
    - These fees are on a different schedule and presented to City Council separately.
- User Fees must be linked to and not exceed the estimated reasonable cost of providing the service.
- The full cost of service sets the maximum limit of a cost-based fee.
    - Cost of service includes direct program costs for labor, services, and supplies
    - Facilities overhead
    - Departmental Administration
    - Citywide administration and central support services

Background

- The City engaged Clear Source Financial Consulting in 2022 to conduct a Comprehensive User Fee Study which was presented to and adopted by City Council on April 5, 2022.

- Clear Source recommended an annual review of all fees and adjustment for inflationary factors in subsequent fiscal years, with comprehensive fee studies recommended every 3-5 years.

- The February 2026 CPI data for the Los Angeles-Long Beach-Anaheim, CA region was 3.0%.
  - All fees applicable were updated using the 3.0% CPI.

Proposed Changes/ Additions

Community Services

- Facility Rentals structure update:
  - Resident
  - Non-resident
  - Non-Profit w/residency
  - Non-Profit w/o residency

- Staff recommending three new fees to provide additional programs and recover staff time
  - Aquatic Birthday Party Package- $300-$399
  - Adult Soccer League- $429
  - Senior Excursions- $35-$150

Proposed Changes/ Additions

- *Police Department*
  - Animal Fees
- Staff recommending increases to three fees to partially recover cost of County contract
  - Annual Dog License
    - Neutered- $51
    - Neutered, Sr Citizen discount- $25
    - Neutered, Military discount- $25
    - Fees have not changed since 2018

Proposed Changes/ Additions

Public Works

- Address Issuance Fee - Utility pedestals & ADUs Requests
  - Last year Simple and Complex fees were added
  - Add third fee for category of address issuance fee to reflect staff time

- Staff recommending one new fee to recover staff time
  - Utility pedestals & ADUs- $171

Recommendation

1. Open the Public Hearing to consider amending the Placentia Comprehensive Fee Schedule for certain fees, rates, and charges for various City user services; and

2. Receive the Staff report, consider all public testimony, and discuss the proposed fees; and

3. Close the public hearing; and

4. Adopt Resolution No. R-2026-18, a Resolution of the City Council of the City of Placentia, California, establishing and adopting certain City fees, rates, and charges for various City services with an effective date of July 1, 2026, for Fiscal Year 2026-27.

Questions & Comments





Effective July 1, 2026

Master Schedule of User and Regulatory Fees

City of Placentia
Master Schedule of User and Regulatory Fees

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City of Placentia
MASTER FEE SCHEDULE - ADMINISTRATIVE FEES

	Activity Description	Fee Effective July 1, 2026	Note
1	Returned Check Fee		
	a) First Check	$29	
	b) Each Additional Check	$39	
2	EFT/ACH Return / Error	$29	
3	Postage	Actual Cost	
4	Digital Media Device	$11	
5	Documents - Hard Copy		
	a) Standard Size	$0.60	
	b) Non-standard Size	Actual Cost	
6	Subpoena Response / Retrieval Fees	Max. Authorized by State	
7	Credit Card Processing Fee- All transactions Citywide (charged to total being charged)	2.50%	

City of Placentia
MASTER FEE SCHEDULE - BUSINESS LICENSE AND FINANCE CHARGES

	Activity Description	Fee Effective July 1, 2026	Note
	Business License Administrative Processing Fees		
1	Admin Fee - New Account		
	a) Within City	$59	
	b) Outside City	$25	
2	Admin Fee - Renewal	$25	
3	State Fee	$4	[a]
4	Documents - Hard Copy		
	a) Standard Size	$0.60	
	b) Non-standard Size	Actual Cost	

Effective July 1, 2026

'[a] State mandated fee per SB1186 (CASP Fee)

City of Placentia

MASTER FEE SCHEDULE - BUILDING PERMIT AND PLAN REVIEW FEES

	Activity Description	Fee Effective July 1, 2026	Note
	Construction / Demolition		
1	Construction / Demolition Project Application Fee	$114	
	Demolition up to 3,000 sq ft	$225	
	Over 3,000 sq ft	$115	
2	Impound Refuse Containers	$174	
	Supplemental Plan Check Fees		
3	First 2 Hours	$361	
4	Each Additional Half Hour (or portion thereof)	$160	
	Supplemental Inspection Check Fees		
	First 2 Hours	$267	
5	Each Additional Half Hour (or portion thereof)	$106	
	Mechanical Permit Fees		
6	Issuance Fee (charged to all permits)	$30	
7	Air Conditioner		
	a) 100,000 BTU or less (each)	$71	
	b) Over 100,000 BTU (each)	$106	
8	Air Handler	$106	
9	Appliance Vent / Chimney (Only)	$106	
10	Boiler	$106	
11	Compressor	$106	
12	Duct Work	$142	
13	Evaporative Cooler	$106	
14	Exhaust Hood (Commercial Grease Hood)	$293	
15	Exhaust Hood and Duct (Residential)	$106	
16	Heat Pump (Package Unit)	$106	
17	Heater		
	a) 100,000 BTU or less	$106	
	b) Over 100,000 BTU	$106	
	c) Unit, Radiant, etc.	$106	
	d) Wall / Floor	$106	
18	Vent Fan, Single Duct	$90	
19	Vent System	$106	
20	Minisplit System		
	a) Exterior, Condensor (each)	$100	

City of Placentia

MASTER FEE SCHEDULE - BUILDING PERMIT AND PLAN REVIEW FEES

	Activity Description	Fee Effective July 1, 2026	Note
	b) Room Unit (each)	$100	
21	Suppy or return vent opening (Each)	$100	
22	Walk-In Box / Refrigerator Coil	$106	
23	AC Coil	$70	
24	House Fan	$103	
25	Mechanical item not listed	$103	
26	Other Mechanical Inspections (Per/Hr)	$167	
27	Mechanical Plan Check (Per/Hr)	$207	
28	Mechanical-Misc. Inspection	$115	
	Electrical Permit Fees		
29	Issuance Fee	$30	
30	New or Re-Wire Power Apparatus		
	a) New or Re-Wire Residential (Per/Sq. Ft)	$0.17	
	b) New or Re-Wire Garages (Per/Sq. Ft)	$0.15	
31	Busways	$76	
32	Light Standard or Private Street Light		
	a) First	$135	
	b) Each Additional	$40	
33	Miscellaneous Apparatus, Conduits and Conductors (EV Charger, Backup Batteries)	$90	
	Fans (Each)	$4	
	Lights (Each)	$4	
	Switches (Each)	$4	
34	Outlets (Each)		
	a) 120v Outlet	$4	
	b) 208v Outlet	$4	
	c) 220v Outlet	$4	
35	Power Apparatus (per HP, kV, KVA, etc.)		
	a) Up to and Including 1	$34	
	b) 2 to 10	$48	
	c) 11 to 50	$59	
	d) 51 to 100	$74	
	e) Greater than 100	$85	
36	A/C or Solar Disconnect	$4	

City of Placentia

MASTER FEE SCHEDULE - BUILDING PERMIT AND PLAN REVIEW FEES

Activity	Description	Fee Effective July 1, 2026	Note
37	Garage Door Opener	$33	
38	Circuit Protection (New Circuit)	$4	
39	Time Clock	$115	
40	Appliance (Hardwire)	$33	
41	Cap Electrical	$31	
42	Pre-Inspection	$95	
43	Service or Panel (600V up to 1,000 amp) (Per/Unit)	$160	
44	Subpanel	$155	
45	Signs, Outline Lighting, and Marquees	$90	
46	Additional Signs	$50	
47	Temporary Pole (each)	$106	
48	Theatrical-type Lighting Fixtures or Assemblies (each)	$4	
49	Other Electrical Inspections (Per/Hr)	$167	
50	Electrical Plan Check (Per/Hr)	$207	
51	Electrical- Misc. Inspection	$115	
	Plumbing Permit Fees		
52	Issuance Fee	$30	
53	Anti-Syphon Valve (each)	$32	
54	Backflow Preventer (each)	$32	
55	Bathtub (each)	$32	
56	Dishwasher (each)	$32	
57	Drain-Piping Repair / Alterations (each)	$32	
58	Drinking Fountain (each)	$32	
59	Floor Sink / Drain (each)	$32	
60	Garbage Disposal (each)	$32	
61	Gas Piping		
	a) First Five Outlets	$67	
	b) Each Additional Five Outlets	$7	
62	Grease Interceptor	$400	
63	Grease Trap	$200	
64	Laundry	$32	

City of Placentia
MASTER FEE SCHEDULE - BUILDING PERMIT AND PLAN REVIEW FEES

	Activity Description	Fee Effective July 1, 2026	Note
65	P Trap (each)	$32	
66	Roof Drain-Rainwater System (Per/Drain)	$32	
67	Septic System (each)	$400	
68	Sewer (new, add, repair, abandonment)	$32	
69	Sewer Cleanout Only (each)	$32	
70	Shower Stall (each)	$32	
71	Sink (each)	$32	
72	Solar Water System Fixtures (tanks, water treatment, equip)	$67	
73	Urinal (each)	$32	
74	Waste and Vent System	$133	
75	Water Closet (each)	$32	
76	Water Heater (each)	$32	
77	Water Line (each)	$32	
78	Water Pipe Repair Replacement		
	a) First 100 lf	$135	
	b) Each additional 100 lf	$59	
79	Hose Bib	$31	
80	Sump Pump	$31	
81	Earthquake shut off valve	$31	
82	Cap Plumbing	$31	
83	Gas Service/ Meter Release	$31	
84	Plumbing item not listed	$31	
85	Other Plumbing Inspections (Per/Hr)	$167	
86	Plumbing Plan Check (Per/Hr)	$207	
87	Plumbing- Misc. Inspection	$115	
	Miscellaneous Permit / Other Fees		
88	Certificate of Occupancy	$225	
89	Temporary Certificate of Occupancy	$225	

City of Placentia

MASTER FEE SCHEDULE - BUILDING PERMIT AND PLAN REVIEW FEES

Activity	Description	Fee Effective July 1, 2026	Note
90	Modification to Application (Contractor, Owner, Architect)	$60	
91	Issuance Fee	$30	
92	Permit Re-issuance Fee (all types of permits)	$30	
93	Permit Extension (all types of permits)	$30	
94	Application Meeting (Group Meeting Fee)	$595	
95	Building & Zoning Inspection	$95	
96	Duplicate Job Card	$39	
97	Dedicated Inspector / Special Inspector Use / Contract Inspector	15% of Base Bldg Permit Fee	[a]
98	Expedited Plan Review	15% of Base Plan Check Fee	[b]
99	Solar Panels		
100	Residential Solar Panels- 15KW or less	$450	
101	Residential Solar Panels over 15KW	$500 + $15/Kw over 15	
102	Commercial Solar Panels- 50 KW or less	$1,000	
103	Commercial Solar Panels- Between 51 KW and 250 KW	$1,000 + $7/Kw over 50	
104	Commercial Solar Panels- Over 250 KW	$2,400 + $5/Kw over 250	
105	Solar Domestic Water Heating	$115	
106	Solar Pool Heating	$115	
107	Inspection of Solar Panel System	$115	
108	Address Change	$2,082	
109	Awning (Minimum Charge)	$176	[c]
110	Close or Open Exterior Wall (Minimum Charge)	$294	[c]
111	Wood Fence (Minimum Charge)	$142	[c]
112	Masonry Wall (Minimum Charge)	$176	[c]
113	Retaining Wall: 3'-6' UP TO 50 L.F. Standard for Level Grade Only	$345	
114	Additional Retaining Wall each 50 linear foot	$85	
115	Retaining Wall: 1'-8' up to 50 linear foot (Engineered designed for Retaining Slopes)	$690	
116	Additional Retaining Wall of Same Height each 50 linear foor	$115	
117	Patio Cover -Installation/ Replacement/ Repair (Minimum Charge)	$306	[c]

City of Placentia
MASTER FEE SCHEDULE - BUILDING PERMIT AND PLAN REVIEW FEES

Activity	Description	Fee Effective July 1, 2026	Note
118	Add for Screening (Per/ Sq. ft minimum charge)	$4	[c]
119	Pre Fab Patio Room (Minimum Charge)	$294	[c]
120	Residential Alterations (Minimum Charge)	$236	[c]
121	Room Addition (Minimum Charge)	$294	[c]
122	Roof		
	a) First 2,000 sf	$379	
	b) 2,001 sf - 4,000 sf	$519	
	c) 4,001 sf to 6,000 sf	$798	
	d) 6,001 sf or more	$1,000	
123	Residential Pool Re-plaster	$160	
124	Residential Gunite/Plaster	$761	
125	Residential Pool	$1,552	
126	Residential Spa or Hot Tub	$572	
127	Residential Swimming Pool		
	a) Electrical	$121	
	b) Plumbing	$101	
	c) Mechanical	$95	
128	Commercial Pool Re-plaster	$319	
129	Commerical Gunite/Plaster	$1,522	
130	Commercial Pool	$3,104	
131	Commerical Spa or Hot Tub	$1,143	
132	Commerical Swimming Pool		
	a) Electrical	$241	
	b) Plumbing	$202	
	c) Mechanical	$190	
133	Stucco		
	a) First 400 sf	$334	
	b) Each Additional 100 sf	$27	
134	Windows		
	a) 1 Only	$106	
	b) 2 Only	$133	
	c) 3-10	$240	
	d) 11-20	$479	
	e) 21-50	$720	
	f) 51-100	$959	
	g) 100-200	$1,200	

City of Placentia

MASTER FEE SCHEDULE - BUILDING PERMIT AND PLAN REVIEW FEES

	Activity Description	Fee Effective July 1, 2026	Note
	h) 200-500	$1,439	
135	Bay Window (Each)	$288	
136	Skylight less than 10 sq ft no framing (Each)	$288	
137	Additional Skylight Less than sq ft (Each)	$288	
138	Skylight greater than 10 sq ft or structural (Each)	$288	
139	Additional Skylight greater than 10 sq ft or structural (Each)	$288	
140	New window or sliding glass door non-structural (Each)	$288	
141	New window or sliding glass door sheer masonary (Each)	$288	
142	General Plan Update Fee (per $1,000 valuation)	$4	
143	Technology Enhancement Fee (per $1,000 valuation)	$3.6	
144	Signs (Non-Electrical)		
145	Channel Letter (Non -Iliuminated) (Each) unless otherwise noted	$225	
146	Additional Signs (Non-Electrical)	$115	
147	Monument Pole Free Standing (Each) Unless Otherwise Noted	$225	
148	Alteration, Sign Face Change (Each)	$115	
149	Non- Iliuminated Sign (Each)	$225	
150	Channel Letter (Iliuminated) (Each) unless otherwise noted	$225	
151	Storage Racks		
	a) Storage Racks up to 100 LF	$280	
	b) each additional 100 LF	$70	
152	Pillasters (Each)	$200	
153	Stairs		
	a) First Flight	$200	
	b) Each Additional Flight	$75	
154	Gas Yard Piping per 100 linear feet	$30	
155	Oil Well abandonment Inspection	$288	
156	Antenna Tower (Each)	$345	
157	Antenna (Each)	$250	
158	Seismic Retrofit		
	a) Less than 5,000 sq ft	$76	
	b) Greater than 5,000 sq ft	$153	
159	Dry Rot/ Termite Repair		
	a) First 400 sq ft	$76	
	b) Each additional 100 sq ft	$153	
160	Drywall		
	a) First 400 sq ft	$76	
	b) Each additional 100 sq ft	$153	

City of Placentia

MASTER FEE SCHEDULE - BUILDING PERMIT AND PLAN REVIEW FEES

	Activity Description	Fee Effective July 1, 2026	Note
161	Siding		
	a) First 400 sq ft	$76	
	b) Each additional 100 sq ft	$38	
162	T-Bar Ceiling		
	a) First 400 sq ft	$76	
	b) Each additional 100 sq ft	$38	
163	Carport		
	a) Up to 300 sq ft each	$153	
	b) Each additional carport	$153	
164	Covered Porch		
	a) Up to 500 sq ft each	$306	
	b) Each additional 100 sq ft	$306	
165	Fire Place		
	a) Factory Built	$76	
	b) Gas	$153	
	c) Masonry Fire Place	$229	
166	Special Investigation	$115	
	Table 1-A - Building Permit Fees		
	Total Valuation		
167	$1 to $500	$79	
168	$501 to $2,000		
	a) For the first $500	$79	
	b) plus $3.30 for each additional $100, or fraction thereof, to and including $2,000	$4	
169	$2,001 to $25,000		
	a) For the first $2,000	$142	
	b) plus $15 for each additional $1000, or fraction thereof, to and including $25,000	$17	
170	$25,001 to $50,000		
	a) For the first $25,000	$580	
	b) plus $10.85 for each additional $1000, or fraction thereof, to and including $50,000	$13	
171	$50,001 to $100,000		
	a) For the first $50,000	$925	
	b) plus $7.55 for each additional $1000, or fraction thereof, to and including $100,000	$9	
172	$100,001 to $500,000		
	a) For the first $100,000	$1,404	
	b) plus $6 for each additional $1000, or fraction thereof, to and including $500,000	$8	
173	$500,001 to $1,000,000		
	a) For the first $500,000	$4,451	

City of Placentia
MASTER FEE SCHEDULE - BUILDING PERMIT AND PLAN REVIEW FEES

	Activity Description	Fee Effective July 1, 2026	Note
	b) plus $5.10 for each additional $1000, or fraction thereof, to and including $1,000,000	$7	
174	$1,000,001 and up		
	a) For the first $1,000,000	$7,688	
	b) plus $3.40 for each additional $1000, or fraction thereof	$4	
175	Plan Check/ Building Official Plan Check	65% of Building Permit Fee	
176	Reinspection Fee	$123	
177	Refund Processing	$29	

* If calculated fees do not reach the established minimum fee, the minimum fee applies.
[a] For requests for dedicated inspection / special on-call inspection services, an additional fee of 15% of base building permit fees will apply (fee is in addition to base fees paid). Request is subject to Director approval and dependent on staff/consultant availability and
[b] For requests for expedited plan review, an additional fee of 15% of base plan review fees will apply (fee is in addition to base fees paid). Request is subject to Director approval and dependent on staff/consultant availability and workload.

[c] Fee is greater of minimum charge or Table 1-A charge.

City of Placentia
MASTER FEE SCHEDULE - PLANNING FEES

	Activity Description	Fee Effective July 1, 2026	Note
1	Abandonment of Property	$4,753	[a]
2	Accessory Dwelling Unit (ADU) Administrative Review	$3,024	
3	Adult Oriented Business	$10,978	
4	Appeal of Staff Decision		
	a) to Planning Commission	$3,364	[b]
	b) to City Council	$5,718	[b]
5	Building & Zoning Compliance Application		
	a) Minor	$113	[c]
	b) Major	$337	[c]
6	CC&R's Review	$2,529	
7	Certificate of Compliance	$1,458	
8	Condominium Conversion	$7,121	
9	Development Agreement Review	$10,996	[a]
10	Development Plan Review	$15,141	
11	Environmental Impact Report Admin/Review	$9,557	[a]
12	Extension of Approval		
	a) Staff Approved Applications	$1,346	
	b) Planning Comm/City Council Approved Applications	35% of original application fee	
13	Film Permit		
	a) Commercial	$1,177	
	b) Student	no charge	[d]
14	General Plan Amendment	$15,978	
15	Home Occupation Permit	$75	[c]
16	House Move	$2,901	[a]
17	Initial Study Checklist	$1,371	
18	Landscape Plan Review (Residential - 3 or more)	$561	[a]
19	Landscape Plan Check (Commercial)	$561	[a]
20	Letter of Public Convenience/Necessity	$1,234	

City of Placentia
MASTER FEE SCHEDULE - PLANNING FEES

	Activity Description	Fee Effective July 1, 2026	Note
21	Lot Line Adjustment	$3,666	
22	Negative Declaration	$4,108	[a]
23	Planning Plan Check	$143	
24	Planning Review / Research (Questions/Issues requiring research)		
	a) First hour	$337	
	b) Each additional 15 minutes	$56	
25	Preliminary Plan Review	$3,250	[a]
26	Security Review	$898	
27	SB 9 Administrative Review		
	a) Review of Residential Home (or Homes) Plan	$3,024	
	b) Administrative Tentative Parcel Map	$6,442	
28	b) Administrative Tentative Parcel Map	$449	
29	Short Term Rental Renewal (annual)	$135	
30	Appeal of Short Term Rental Permit Revocation		
	a) to Planning Commission	$473	
	b) to City Council	$603	
31	Sign Plan Review		
	a) Individual Sign	$449	
	b) Integrated Commercial/Industrial Center	$674	
	c) Master Sign Program	$1,122	
32	Sign Face Change Out	$143	
33	Site Plan Review		
	a) Minor	$225	
	b) Major - Residential	$3,024	
	c) Major - Commercial	$3,024	
34	Special Event Permit		
	a) Minor: outdoor display, etc.	$171	
	b) Major: car show, fair, etc.	$1,009	[e]
35	Specific Plan Review/Amendment	$11,781	[a]
36	Study Session (Applicant Requested)	$1,346	
37	Temporary Advertising Permit (includes banners, etc.)		

City of Placentia
MASTER FEE SCHEDULE - PLANNING FEES

	Activity Description	Fee Effective July 1, 2026	Note
	a) Annual Permit	$113	[f]
	b) Subsequent/Renewal Permit in Same Calendar Year	$84	[g]
38	Tentative Parcel Map (4 or fewer parcels)	$7,787	
39	Tentative Tract Map (5 or more Parcels/Lots/Units)		
	a) First 5 Parcels/Lots/Units	$10,253	
	b) Each Additional Parcel/Lot/Unit	$113	
40	Third Party Review/Preparation of Plans	$1,682	[a]
41	Underground Utility Waiver	$2,738	[a]
42	Use Conformity Determination	$1,009	
43	Use Permit		
	a) Minor	$3,588	
	b) Standard	$11,129	
	c) Modification		
	i) Planning Commission	$8,214	
	ii) Staff	$1,570	
	d) Special	$1,567	
	e) Use Permit - Temporary		
	i) New	$1,009	
	ii) Renewal	$561	
44	Variance		
	a) Minor	$3,842	
	b) With Other Applications	$6,949	
	c) Standard	$10,232	
45	Wireless Facility - Preliminary Plan Review	$1,784	[a]
46	Zone Change	$15,978	
47	Zone Change - Text Only	$4,210	
48	Film Permit	$785	
49	Mills Act Agreement	$2,166	
50	Mills Act Annual Compliance Review	$217	
51	Certificate of Appropriateness-Major	$596	
52	Certificate of Appropriateness-Minor	$60	

City of Placentia
MASTER FEE SCHEDULE - PLANNING FEES

Activity Description	Fee Effective July 1, 2026	Note

[a] Base fee as noted, plus, as needed, an initial deposit is determined by the Director of Development Services, against which the City will charge the cost or outside consultants/attorneys, other City costs and staff time at Fully Burdened Hourly Rates in excess of the amounts included in the base fee. If costs exceed deposit amount, additional deposit(s) will be required.

[b] If City Councilmember brings appeal, no fee charged.

[c] Plus inspection fee, if necessary.

[d] Permit required, but no fee charged.

[e] Plus any costs from other departments.

[f] First-time registration permit fee.

[g] Renewal fee for existing businesses that have already registered with the City will be 75% of the initial registration permit fee. This reduced renewal fee will apply only to the same calendar year of the first-time registration date.

City of Placentia

MASTER FEE SCHEDULE - ENGINEERING AND ENCROACHMENT PERMIT FEES

	Activity Description	Fee Effective July 1, 2026	Note
	General Permit and Inspection Fees		
1	Grading - Standard Projects		
	a) Grading Permit	$342	
	b) Plan Check		
	i) First Sheet	$1,194	[a]
	ii) Each Additional Sheet	$752	[a]
	c) Inspection		
	i) First Hour	$342	
	ii) Each Additional Hour	$171	
	Grading - Larger Projects - see Note 2		
	Parcel / Tract Map Checking		
2	Parcel / Tract Map Checking		
	a) Up to 5 Lots		
	i) First Sheet	$2,077	[a]
	ii) Each Additional Sheet	$752	[a]
	b) Greater than 5 Lots	$0	
	i) First Sheet	$2,739	[a]
	ii) Each Additional Sheet	$752	[a]
	Other Permit and Inspection Fees		
3	Traffic Control Plan Check - see Note 3	$1,768	[a]
4	Water Quality Management Plan Review	$4,014	[a]
5	Sediment and Erosion Plan Check		
	a) 1st sheet	$1,635	[a]
	b) Each Additional Sheet	$752	[a]
6	Transportation Permit		
	a) Transportation Permit - Annual (Each)	$103	
	b) Transportation Permit - Single Trip (Each)	$18	
	Encroachment		
7	Encroachment Permit		
	a) Encroachment Permit	$342	
	b) Encroachment Plan Check		
	i) 1st sheet	$884	[a]
	ii) Each Additional Sheet	$884	[a]
	c) Encroachment Inspection		
	i) 1st hour	$176	
	ii) Each Additional Hour	$176	

City of Placentia
MASTER FEE SCHEDULE - ENGINEERING AND ENCROACHMENT PERMIT FEES

	Activity Description	Fee Effective July 1, 2026	Note
	d) Temp. Street Use Permit (Roll-Off Container/Moving Pod)	$85	
	Other Services		
8	PW Special Inspection (Per/Hr)	$171	
9	Traffic Engineering Development Plan Check Review -(Base Fee + Deposit) See Note 1	$2,208	[a]
10	Traffic Impact Analysis Review - (Base Fee + Deposit) See Note 1	$2,650	[a]
11	Sewer Capacity Study	$1,823	[a]
12	Address Issuance		
	a) Utility pedestals & ADUs	$171	
	b) Simple (SFR, Multi-Family up to 4 Units, etc.)	$514	
	c) Complex (Multi Family 5+ Units)	$1,028	
13	Street Naming	$600	
	FOG		
14	FOG Plan Check Fee	$1,055	[a]
15	FOG Annual Service		
	a) With Interceptor	$303	
	b) Without Interceptor	$2,482	
	Technology Enhancement Fee		
16	Technology Enhancement Fee (per sheet)	$13	

[a] Three checks included in fee.

Explanatory Notes:

Note 1: Base Fee as noted, plus, as needed, an initial deposit determined by the Director of Public Works, against which the City will charge the cost of outside consultants/attorneys, other City costs and staff time at Fully Burdened Hourly Rates in excess of the amounts included in the base fee. If costs exceed deposit amount, additional deposit(s) will be required.

Note 2: An initial deposit of amount indicated or as determined by the City Engineer, against which the City will charge the cost of outside consultants / attorneys, other City costs and staff time at Fully Burdened Hourly Rates. If Costs exceed deposit amount, additional deposit(s) will be required.

Note 3: Excludes minor projects that do not involve lane closures in major arterial streets.

City of Placentia

MASTER FEE SCHEDULE - FIRE PREVENTION FEES

	Activity Description	Fee Effective July 1, 2026	Note
	Development Review		
1	Small Project - Single family residence, single, ADU	$394	
2	Development Plan/Site Review/CUP	$613	
3	Map Review - Tentative Tract Map/Screen Check/and or Clearance letter for print linen	$439	
4	Fire Master Plan - Emergency access and fire hydrant location, fire lane markings, or vehicle gates across emergency access drives	$627	
5	Temporary Fire Master Plan - Emergency access and fire hydrant location, fire lane markings, or vehicle gates across emergency access drives	$471	
6	Vehicle or pedestrian gates across emergency access roads	$499	
7	Methane Mitigation Plan	$412	
	Architectural Review (per building)		
8	All A Occupancy 5,000 sq ft or under	$1,069	
9	All A Occupancy greater than 5,000 sq ft	$1,217	
10	E Day Care or I-4	$745	
11	E Occupancy educational	$1,217	
12	B, F, M, S Occupancies	$718	
13	H Occupancy - Chemical classification fee	$1,358	
14	I or R2.1 Occupancies	$1,883	
15	R1 or R2 Hotels, motels, apartments, condominiums with 50 or less dwelling units per building	$657	
16	R1 or R2 Hotels, motels, apartments, condominiums with 50 or less dwelling units per building - Inspection Only	$175	
17	R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 units per building	$1,080	
18	R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 units per building - Inspection Only	$289	
19	R1 or R2 Hotels, motels, apartments, condominiums with more than 150 dwelling units per building	$2,242	
20	R1 or R2 Hotels, motels, apartments, condominiums with more than 150 dwelling units per building - Inspection Only	$701	
21	R3.1 RCF	$561	
22	R3.1 RCF - Inspection Only	$175	
23	R4 Licensed residential care / assisted living facilities	$846	
24	R4 Licensed residential care / assisted living facilities - Inspection Only	$307	
25	S1 - Motor Vehicle Repair Garages (Chem class fee included for above ground hazardous materials)	$981	
	Hazardous Processes/Systems/Materials		
26	Above/underground storage tank (per tank, includes associated tank equipment)	$669	
27	Above-ground storage tank, including equipment - Inspection Only	$246	
28	Hazardous Material Process/Storage for Non - H Occupancies. Includes Chem Class Review 0 - 5 chemicals	$728	

City of Placentia

MASTER FEE SCHEDULE - FIRE PREVENTION FEES

	Activity Description	Fee Effective July 1, 2026	Note
29	Hazardous Material Process/Storage for Non - H Occupancies - Inspection Only	$316	
30	Chemical Classification Review 6 - 49 chemicals	$587	
31	Chemical Classification Review 50 - 100 chemicals	$814	
32	Chemical Classification Review more than 100 chemicals	$1,209	
33	High-piled storage: code/commodity compliance	$1,123	
34	Refrigeration unit and system: having a refrigerant circuit containing more than 220 pounds of Group A1 or 3- pounds of any refrigerant	$1,130	
35	Spray booth, spraying area	$783	
36	Spray booth, spraying area - Inspection Only	$242	
37	Gas Systems: medical gas, industrial gas (including piping and manifolds)	$1,090	
38	Gas systems: CO2 for Beverage	$517	
39	Special equipment: industrial ovens, vapor recovery, dust collection, Dry Cleaning	$883	
40	Photovoltaic System - Commercial	$513	
41	Battery Systems, stationary storage and cell sites	$623	
42	Emergency Responder Radio System	$1,066	
	Suppression Systems		
43	NFPA 13D fire sprinkler system: One or two family dwelling - (single lot)	$572	
44	NFPA 13D fire sprinkler system: One or two family dwelling - (single lot) - Inspection Only	$224	
45	TI to NFPA 13D fire sprinkler system: One or two family dwelling - (single lot) - Existing Home	$480	
46	TI to NFPA 13D fire sprinkler system: One or two family dwelling - (single lot) - Existing Home - Inspection Only	$242	
47	NFPA 13R fire sprinkler system: 3 to 16 units per building	$694	
48	NFPA 13R fire sprinkler system: 3 to 16 units - Inspection Only	$271	
49	NFPA 13R fire sprinkler system: 17 to 50 units per building	$995	
50	NFPA 13R fire sprinkler system: 17 to 50 units per building - Inspection Only	$456	
51	NFPA 13R fire sprinkler system: > 50 units per building	$1,137	
52	NFPA 13R fire sprinkler system: more than 50 units - Inspection Only	$540	
53	New NFPA 13 fire sprinkler system: ≤ 100 heads per riser	$734	
54	New NFPA 13 fire sprinkler system: ≤ 100 heads per riser - Inspection Only	$272	
55	New NFPA 13 fire sprinkler system: > 100 heads per riser	$958	
56	New NFPA 13 fire sprinkler system: > 100 heads per riser OR each add'l riser OR per floor in buildings > 2 stories - Inspection Only	$323	
57	New NFPA 13 fire sprinkler system: R-1/R-2 each riser and per floor in buildings > 2 stories	$444	
58	New NFPA 13 fire sprinkler system: R-1/R-2 - Inspection Only	$193	
59	TI to NFPA 13, 13R fire sprinkler system: < 100 heads without calculations	$416	

City of Placentia

MASTER FEE SCHEDULE - FIRE PREVENTION FEES

	Activity Description	Fee Effective July 1, 2026	Note
60	TI to NFPA 13, 13R fire sprinkler system: < 100 heads without calculations - Inspection Only	$184	
61	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TLs requiring calculation review	$837	
62	TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TLs requiring calculation review - Inspection Only	$386	
63	Pre-action fire sprinkler system: Includes the fire alarm system when submitted together	$800	
64	Pre-action fire sprinkler system - Inspection Only	$271	
65	NFPA 14 Class I, II, or III standpipes (includes all standpipes within a single building)	$722	
66	NFPA 14 standpipes - Inspection Only	$316	
67	Fire pump installation	$1,058	
68	Fire pump installation - Inspection Only	$336	
69	Underground private fire service mains: 1 - 5 appliances (single hydrant or riser equals 1 appliance)	$675	
70	Underground private fire service mains: > 5 appliances (single hydrant or riser equals 1 appliance)	$1,058	
71	Underground private fire service mains - Inspection Only	$161	
72	Underground private fire service main repair	$487	
73	Commercial cooking hood and duct system (per system)	$407	
74	Special extinguishing system: Dry Chemical, CO2, FM 200, Foam Liquid Systems, Inert Gas, Halon, & Inergen	$759	
75	Special extinguishing system - Inspection Only	$161	
	Alarm Systems		
76	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification devices	$436	
77	Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification devices - Inspection Only	$135	
78	Fire alarm system: 6 - 15 initiating devices and/or ≤ 21 - 40 notification devices	$603	
79	Fire alarm system: 6-15 initiating devices and/or ≤ 21 - 40 notification devices - Inspection Only	$193	
80	Fire alarm system: 16 - 30 initiating devices and/or ≤ 41 - 80 notification devices	$915	
81	Fire alarm system: 16 - 30 initiating devices and/or ≤ 41 - 80 notification devices - Inspection Only	$389	
82	Fire alarm system: > 30 initiating devices and/or > 80 notification devices	$1,246	
83	Fire alarm system: > 30 initiating devices and/or > 80 notification devices - Inspection Only	$448	
84	Fire alarm system TI	$403	
85	Fire alarm system TI - Inspection Only	$125	
86	Field review/inspection - Underground repair	$263	
	Administrative/Miscellaneous		
87	Alternative Method and Material Request	$701	
88	Plan Revision	$289	

City of Placentia

MASTER FEE SCHEDULE - FIRE PREVENTION FEES

Activity Description		Fee Effective July 1, 2026	Note
89	Reinspection Fee	$193	
90	Inspection time and materials fee (per hour)	$193	
91	Plan Review time and materials (per hour)	$193	
92	Fire Marshal time and material fee	$220	
93	Accelerated plan review (Per review. Fee is in addition to base fee assessed for plan review)	$263	
94	Coordination/Pre-submittal Meetings: (hourly minimum 2 hours)	$439	
95	Additional Review past 2nd review (each submittal)	$289	
96	After hours inspection	$701	
97	Written Response to Inquiry (per hour)	$175	
98	Fire Watch-Inspector Standby	Hourly Rate	
99	Work without a permit	Actual Cost or Specified System Inspection Fee	
100	Occupancy before approval	$220	
	First Responder Fees		
99	Engine Company Inspections - Light/Ordinary Hazard	$130	
100	Engine Company Inspections - High Hazard	$250	
101	Engine Company Re-Inspection	$183	
102	False Alarm - Commercial	$275	
104	False Alarm - Residential	$573	
103	Supression Personnel Standby	$275	

City of Placentia
MASTER FEE SCHEDULE - FIRE PREVENTION FEES

	Activity Description	Fee Effective July 1, 2026	Note
	Operational Permits		
1	Aerosol products	$337	
2	Aviation Facilities and Aircraft refueling vehicles	$337	
3	Compressed Gases - Carbon Dioxide used in beverage dispensing systems	$275	
4	Compressed Gases - greater than amounts listed in CFC T105.5.9	$472	
5	Combustible dust producing operations	$539	
6	Covered and open mall buildings	$2,213	
7	Cryogenic fluids- greater than amounts listed in CFC T105.5.11	$539	
8	Cutting and welding	$289	
9	Dry cleaning	$289	
10	Explosives	$674	
11	Flammable and combustible liquids	$607	
12	Hazardous Productions Materials (HPM) Facilities	$607	
13	Additive Manufacturing	$289	
14	Amusement Buildings	Same as Places of Assembly	
15	Carnivals and Fairs	Same as Places of Assembly	
16	Cellulose Nitrate Film	$222	
17	Combustible Fibers	$271	
18	Energy Storage Systems	$289	
19	Exhibits and Trade Shows	$217	
20	Fire Hydrants and Valves	$200	
21	Floor Finishing	$222	
22	Fruit and Crop Ripening	$161	
23	Fumigation and Insecticidal Fogging	$161	
24	Hazardous Materials	$379	
25	High-piled Storage	$412	
26	Hot Work Operations	$250	
27	Industrial Ovens	$162	
28	Lumber Yards and Woodworking Plants	$309	

City of Placentia
MASTER FEE SCHEDULE - FIRE PREVENTION FEES

	Activity Description	Fee Effective July 1, 2026	Note
29	Liquid or Gas-fueled Vehicles or Equipment in Assembly Buildings	$370	
30	LP-Gas	$360	
31	Magnesium	$384	
32	Miscellaneous Combustible Storage in excess of 2,500 cu.ft.	$512	
33	Mobile Fueling of Hydrogen-Fueled vehicles	$275	
34	Motor-Fuel Dispensing Facilities	$321	
35	Open Burning	$321	
36	Open Flames and Torches	$321	
37	Open Flames and Candles	$321	
38	Organic Coatings	$384	
39	Outdoor Assembly Event - Occupant Load 1,000 or more	$512	
40	Places of Assembly		
	a) Occupant Load 50-500	$325	
	b) Occupant Load 501-1000	$412	
	c) Occupant Load 1,001 or more	$512	
41	Plant Extraction Systems	$229	
42	Private Fire Hydrants	$229	
43	Pyrotechnic Special Effects Material	$705	
44	Pyroxylin Plastics	$229	
45	Refridgeration Equipment	$321	
46	Repair Garages and Motor Fuel-Dispening	$321	
47	Rooftop Heliports	$384	
48	Spraying or Dipping	$321	
49	Storage of Scrap Tires and Tire Byproducts	$229	
50	Temporary Membrane Structures , Tents, Canopies	$412	
51	Tire-rebuilding Plants	$384	
52	Waste Handling	$229	
53	Wood Products	$412	
54	Lithium Batteries	$576	

City of Placentia
MASTER FEE SCHEDULE - FIRE PREVENTION FEES

	Activity Description	Fee Effective July 1, 2026	Note
55	Production Facilities - Attendance of a live audience	$512	
	Construction Permits		
56	Aboveground storage tanks		
	a) 1st tank	$1,155	
	b) Additional aboveground storage tanks	$866	
57	Close of flam LST, each	$1,251	
58	Close of flam LST, each add'l tank	$866	
59	Private Fire Hydrants, each	$506	
60	Modification of a UST permit	$650	
61	Transfer UST to a new owner	$337	
62	UST - new install of flam. LST		
	a) 1st tank	$1,948	
	b) Each additional tank	$1,251	
63	UST system alteration; minor tank and piping repair	$866	
64	Flammable and Combustible liquids - to install construct , or alter tank vehicles, equipment, tanks, plants, terminals, wells, etc.	$650	
65	UST closure	$2,092	
66	Solar, gardens and landscaped roofs	$674	
67	Cryogenic fluids	$770	
68	Hazardous materials	$1,251	
69	High-piled Combustible Storage	$577	
70	Automatic Fire-Extinguishing Systems	See Suppression Systems Fees for inspection only	
71	Compressed Gases	$337	
72	Emergency Responder Communication Coverage System	$678	
73	Energy Storage Systems	$481	
74	Fire Alarm and Detection Systems and Related Equipment	Fees for inspection only	
75	Fire Pumps and Related Equipment	$549	
76	Fuel Cell Power Systems	$481	
77	Gas Detection Systems	$427	
78	Industrial Ovens	$229	
79	LP-Gas- Installation		

City of Placentia
MASTER FEE SCHEDULE - FIRE PREVENTION FEES

	Activity Description	Fee Effective July 1, 2026	Note
	a) Up to 1,000 gal	$183	
	b) 1,001 to 10,000 gal	$384	
	c) 10,001 or more gal	$576	
80	Motor Vehicle Repair Rooms and Booths	$321	
81	Plant Extraction Systems	$732	
82	Smoke Control or Smoke Exhaust Systems	$1,190	
83	Solor Photovoltaic Power Systems	$549	
84	Special Event Structure	$641	
85	Spraying or Dipping	$549	
86	Standpipe Systems	$641	
87	Temporary Membrane Structures and Tents	$481	
	STATE MANDATED AND ROUTINE FIRE INSPECTION		
88	Assemblies A Occupancy - Two (2) inspections included in operational permit Fee		
89	B occupancy routine inspections - no operational permits, fire protection systems, etc.	$175	
90	B Occupancy Routine Inspections - with operational permits, fire protection systems, etc.	$265	
91	M, F, S occupancy routine inspections (initial inspection plus 1 re-inspection only)	$300	
92	E Occupancy – Schools, including private schools, other than daycare	$375	
93	I Occupancy – Hospital/Medical Facilities	$375	
94	Jail/Lockup Facility Inspection	$321	
95	Group I-4, Day Care facilities	$433	
96	Day Care - commercial	$242	
97	Day Care - large family	$242	
98	Convalescent/Care Facility Inspections	$242	
99	Laboratory - L Occupancy	$370	
100	R-1 Occupancy – Hotel/Motel		
	a) 1-30 untis	$167	
	b) 31-50 units	$212	
	c) 51 or more units	$250	
101	R-2 Occupancy – Multi-Family Residential		

City of Placentia
MASTER FEE SCHEDULE - FIRE PREVENTION FEES

	Activity Description	Fee Effective July 1, 2026	Note
	a) 3-10 units	$130	
	b) 11-50 units	$167	
	c) 51-75 units	$321	
	d) 76 or more units	$370	
102	Fire Clearance Pre-Inspection		
	a) 25 occupants or less	$184/Actual Cost	
	b) 26 occupants or more	$237/Actual Cost	

City of Placentia
MASTER FEE SCHEDULE - POLICE FEES

	Activity Description	Fee Effective July 1, 2026	Note
	Alarms and Alarm System Permits		
1	Alarm Permit		
	a) Commercial (Biennial Permit)	$194	
	b) Residential (Biennial Permit)	$66	
2	False Alarms (each alarm after first 2 for permit holders, each alarm for non-permit holders	$262	
	Miscellaneous Permits		
3	ABC Permit		
	a) One Day Non-Profit	$175	
	b) Commercial	$350	
4	Bingo Permit	$62	[a]
5	Fortune Tellers/Annual Renewal		
	a) Non-Profit	$388	
	b) For Profit	$774	
6	Gaming Permit		
	a) Non-Profit	$388	
	b) For Profit	$774	
7	Second Hand Dealer License/Renewal		
	a) Non-Profit	$388	
	b) For Profit	$774	
8	Solicitor's Vendor's Permit/Renewal		
	a) Non-Profit	$388	
	b) For Profit	$774	
9	Live Entertainment Permit		
	a) Non-Profit	$388	
	b) For Profit	$774	
10	Carnival Permit Investigation		
	a) Non-Profit	$388	
	b) For Profit	$774	
	Other Police Fees/Services		
11	Bike License		
	a) Per year	$3	
	b) Three Year Renewal	$5	
12	Civil Subpoena		
	a) Officer and/or other staff- (per day; actual costs per govt code 68096.1)	$275	[a]

City of Placentia
MASTER FEE SCHEDULE - POLICE FEES

	Activity Description	Fee Effective July 1, 2026	Note
	b) Clerical (Nonrefundable fee plus hourly rate paid in full upon completion of subpoena)	$30/hr +$15 fee	[a]
	c) Body Worn Camera (by subpoena only) (Nonrefundable fee, Digital Media Fee, plus hourly rate paid in full upon completion of subpoena)	$30/hr +$15 fee	
	d) Digitial Media fee (each flash drive/ disc)	$25	
13	Party Disturbance (Second Response) ($0 first courtesy response)	$410	
14	Property Release Fee		
	a) Victims and first appointments for property owners	$0	
	b) All Others (includes "no shows")	$39	
15	Public Fingerprinting Fee (Plus DOJ/FBI fees)	$35	
	Permit Parking		
16	Residential Parking Permits		
	a) Each residence granted up to five (5) permanent permits and up to five (5) guest permits (each)	$14	
17	Temporary Parking Permit	$2	
	Traffic		
18	Citation Sign Off - Fix-It Ticket- No charge for Placentia Residents	$19	
	Clearance Letter		
19	Visa/Passport Clearance Letter	$59	
	Vehicle Release Fee (Per Vehicle)		
20	Vehicle Repossession Entry	$15	[a]
21	Vehicle Release		
	a) Towed/ Stored (Non-DUI related) Impound Release	$231	
	b) DUI Impound	$343	
	c) Post Storage Hearing	$155	
	Records		
22	Copies		
	a) Police Reports (per page)	$10.00	
	b) Location Premise History Search/Call For Service (per page)	$0.60	
	Facilties		
23	Shooting Range Rental		
	a) Full Day (10 hours)	$1,300	
	b) Half-day (5 hours)	$650	
	c) Quarter-day (3 hours)	$425	
24	Emergency Operations Center (EOC)/ Training Room Rental (per hour)	$100	
	Animal Care Service Fees		
25	Annual Dog License (12 months)		
	a) Neutered	$51	
	b) Neutered, Sr Citizen discount	$25	
	c)Neutered, Military discount	$25	

[a] Fee established by State of California.

City of Placentia
MASTER FEE SCHEDULE - CODE ENFORCEMENT FEES

	Activity Description	Fee Effective July 1, 2026	Note
	Sidewalk Vending		
1	Sidewalk Vending Permit	$258	
2	Compact Mobile Food Operations ≤ 25 sq. ft.	$103	
3	Vending of Goods & Merchandise from a vehicle Permit (Food trucks)	$237 +$50/EE	
4	Administrative Appeal of Denial/Revocation of Sidewalk Vending Permit	$88	
	Miscellaneous Fees		
5	Massage Establishment Permit	$598	
6	Code Enforcement Reinspection	$146	
	Code Enforcement Hourly Rate	$117	[a]

[a] Hourly rate for Code Compliance inspections and/or reinspections required or requested for which no other fees are listed, requests for special event support, etc.

City of Placentia

MASTER FEE SCHEDULE - COMMUNITY SERVICES

Activity Description	Fee Effective July 1, 2026	Note
1 Aquatic Programs		
Swim Lessons	$90-99	
Aquatic Birthday Party Package	$300-399	includes a 2 hour party with cake and pizza for 12 kids
2 Contract Recreation Classes		
Class Fees	market price	
Instructor / City Percentages:		
Classes held at City-Owned Facilities	60% Inst / 40% City	
Classes held at offsite / Non City-Owned Facilities	65% Inst / 35% City	
Administrative Fee for Classes	$12	
3 Youth Sports Programs (Participant Registration Fee)		
Youth Sports Clinics (6 weeks)	$65	ages 4-7
Placentia Youth Basketball	$144	
4 Adult Sports Programs (Team Registration Fee)		
Adult Futsal (Indoor Soccer)	$429	team fee
Adult Soccer League (5v5)	$429	team fee
Adult Basketball	$429	team fee
5 Excursions/Seasonal Camps/Seniors		
Excursion Camp (summer/Spring break/Winter Break)		
a) Single Day	$47	
b) Multi-Day	$230	
Senior Excursions		
a) Staff driving City bus	$35-100	
b) Train or Charter	$80-150	
6 Facility Rentals (based on 2 hr minimum) - Includes Set Up, Cleaning, Breakdown, and Overhead:		
Permit Processing Fee (all users)	$25	
Whitten Center and Backs Building		
Refundable Security Fee (Damage Deposit)	$180	
Resident		
a) Main Room (150 Max)		

Activity Description	Fee Effective July 1, 2026	Note
i) Friday - Sunday	$97	
ii) Monday - Thursday	$76	
b) Room A or B (75 Max)		
i) Friday - Sunday	$76	
ii) Monday - Thursday	$67	
Non Profit w/ Residency		
a) Main Room (150 Max)		
i) Friday - Sunday	$117	
ii) Monday - Thursday	$97	
b) Room A or B (75 Max)		
i) Friday - Sunday	$88	
ii) Monday - Thursday	$76	
Non Profit w/o Residency		
a) Main Room (150 Max)		
i) Friday - Sunday	$148	
ii) Monday - Thursday	$128	
b) Room A or B (75 Max)		
i) Friday - Sunday	$146	
ii) Monday - Thursday	$136	
Non Resident		
a) Main Room (150 Max)		
i) Friday - Sunday	$155	
ii) Monday - Thursday	$135	
b) Room A or B (75 Max)		
i) Friday - Sunday	$153	
ii) Monday - Thursday	$142	
Commercial		
a) Main Room (150 Max)		
i) Friday - Sunday	$171	
ii) Monday - Thursday	$161	
b) Room A or B (75 Max)		
i) Friday - Sunday	$141	
ii) Monday - Thursday	$131	
Kitchen (All Users)	$147	
Aguirre and Powell Building (60 Max)		
Refundable Deposit (Damage Deposit)	$120	

City of Placentia
MASTER FEE SCHEDULE - COMMUNITY SERVICES

Activity Description	Fee Effective July 1, 2026	Note
Resident		
a) Friday - Sunday	$84	
b) Monday - Thursday	$76	
Non Profit w/Residency		
a) Friday - Sunday	$96	
b) Monday - Thursday	$88	
Non Profit w/o Residency		
a) Friday - Sunday	$106	
b) Monday - Thursday	$114	
Non Resident		
a) Friday - Sunday	$127	
b) Monday - Thursday	$117	
Commercial		
a) Friday - Sunday	$152	
b) Monday - Thursday	$146	
Kitchen (All Users)	$147	
Gyms (Oberle and Tynes)		
Gyms Refundable Security Fee (Damage Deposit)	$120	
Oberle Gym (348 Max)/ Tynes (303 max)		
a) Resident	$70	
b) Non Profit w/ residency	$75	
c) Non Profit w/o Residency	$85	
c) Non Resident	$95	
d) Commercial	$115	
Gomez Community Center (60 Max)		
Refundable Deposit (Damage Deposit)	$121	
Resident		
a) Friday - Sunday	$75	
b) Monday - Thursday	$65	
Non Profit w/ Residency		
a) Friday - Sunday	$79	
b) Monday - Thursday	$69	
Non Profit w/o Residency		
a) Friday - Sunday	$89	
b) Monday - Thursday	$79	
Non Resident		

City of Placentia
MASTER FEE SCHEDULE - COMMUNITY SERVICES

	Activity Description	Fee Effective July 1, 2026	Note
	a) Friday - Sunday	$119	
	b) Monday - Thursday	$110	
	Commercial		
	a) Friday - Sunday	$148	
	b) Monday - Thursday	$138	
7	**Pool Rental (minimum rental 4 hours, includes set up and clean up) Hourly rental cost does not include lifeguards or security for larger events)**		
	Gomez Center Pool Rental (per hour fee)		
	Refundable Deposit (Damage Deposit)	$121	
	a) 3 lifeguards required for 25 person party. City assumes that 25 people include parents and all attendees for the birthday party or celebration. The fee is per guard/per hour. Max of 50 people. Anything over 25 people requires an additional lifeguard)	$25	
8	**Special Events**		
	For Grass Areas		
	a) Damage Deposit	$360	
	b) Per Hour (minimum 4 hours)	$370	
	c) Porter Service fee (restrooms and trash)	$115	
	d) limited parking areas: (max of 75 people) (flat fee for parking use)		
	Arroyo Park	$150	
	Los Ninos	$150	
	Bradford	$75	
	Los Vaqueros	$75	
	e) with parking lots options (250 max) (flat fee for parking use)		
	Kraemer	$300	
	Mcfadden	$300	
	Valadez Soccer field (Champions Sports Park)	$300	
	f) additional fees		
	1 staff per 50 people	$25 per hour	
	security fee if needed (anything over 100)	$45 per hour	
9	**Special Event Vendor Fees**		
	Community Based Organization (in partnership with City)	$50-$99	
	Non-Profit Business	$100-$150	
	Business	$250-$500	
	Food Vendor (tent only)	$150-$300	
	Food Truck Vendor	$250-$500	
10	**Park Shelter / Table Rentals (based on 2 hr minimum- fees are per hour)**		

City of Placentia
MASTER FEE SCHEDULE - COMMUNITY SERVICES

Activity Description	Fee Effective July 1, 2026	Note
Permit Processing Fee (all users)	$25	
Picnic Shelters		
a) Refundable Security Fee (Cleaning / Damage Deposit) ALL	$121	
b) Kraemer Picnic Shelter Rental Rate (per shelter area)		
i) Resident	$65	
ii) additional hours	$35	
i) Non Profit w/ Residency	$70	
ii) additional hours	$35	
i) Non Profit w/o Residency	$75	
ii) additional hours	$40	
i) Non- Resident	$80	
ii) additional hours	$40	
i) Commercial	$99	
ii) additional hours	$50	
b) Koch Picnic Shelter Rental Rate (per shelter area)		
i) Resident	$74	
ii) additional hours	$35	
i) Non Profit w/ Residency	$80	
ii) additional hours	$40	
i) Non Profit w/o Residency	$85	
ii) additional hours	$45	
i) Non- Resident	$125	
ii) additional hours	$60	
i) Commercial	$150	
ii) additional hours	$75	
Picnic Tables		
a) Parque del Arroyo Verde Picnic Table Rental Rate		
i) Resident	$85	
additional hours	$42	
i) Non Profit w/ Residency	$90	
ii) additional hours	$45	
i) Non Profit w/o Residency	$100	
ii) additional hours	$50	
i) Non- Resident	$125	
ii) additional hours	$65	
i) Commercial	$150	

City of Placentia
MASTER FEE SCHEDULE - COMMUNITY SERVICES

Activity Description	Fee Effective July 1, 2026	Note
ii) additional hours	$75	
b) Parque de los Vaqueros Picnic Table Rental Rate		
i) Resident	$55	
additional hours	$25	
i) Non Profit w/ Residency	$60	
ii) additional hours	$30	
i) Non Profit w/o Residency	$70	
ii) additional hours	$35	
i) Non- Resident	$118	
ii) additional hours	$50	
i) Commercial	$150	
ii) additional hours	$75	
c) Tuffree Park Picnic Table Rental Rate		
i) Resident	$85	
additional hours	$42	
i) Non Profit w/ Residency	$90	
ii) additional hours	$45	
i) Non Profit w/o Residency	$100	
ii) additional hours	$50	
i) Non- Resident	$125	
ii) additional hours	$65	
i) Commercial	$150	
ii) additional hours	$75	
d) Placentia Champions Sports Complex Picnic Table Rental Rate		
i) Resident	$65	
ii) additional hours	$35	
i) Non Profit w/ Residency	$70	
ii) additional hours	$35	
i) Non Profit w/o Residency	$75	
ii) additional hours	$40	
i) Non- Resident	$80	
ii) additional hours	$40	

City of Placentia
MASTER FEE SCHEDULE - COMMUNITY SERVICES

Activity Description	Fee Effective July 1, 2026	Note
i) Commercial	$99	
ii) additional hours	$50	
11 Sportsfield Rentals (per hour)		
Sporstfield Application Fee		
a) Melrose Elementary School SB1		
i) Resident	$11	
ii) Non Profit w/Residecy	$13	
iii) Non Profit w/o Residency	$16	
iv) Non Resident	$27	
v) Commercial	$49	
b) Parque de los Niños		
i) Resident	$6	
ii) Non Profit w/Residecy	$9	
iii) Non Profit w/o Residency	$12	
iv) Non Resident	$16	
v) Commercial	$27	
c) PCSC		
i) Resident	$10	
ii) Non Profit w/Residecy	$12	
iii) Non Profit w/o Residency	$16	
iv) Non Resident	$27	
v) Commercial	$52	
c) Tuffree Park P4		
i) Resident	$6	
ii) Non Profit w/Residecy	$9	
iii) Non Profit w/o Residency	$12	
iv) Non Resident	$16	
v) Commercial	$27	
d) Tuffree Park Baseball		
i) Resident	$10	
ii) Non Profit w/Residecy	$12	
iii) Non Profit w/o Residency	$16	
iv) Non Resident	$27	
v) Commercial	$52	
d) Tuffree Park Tennis Courts 1 & 2		
i) Resident	$25	
ii) Non Profit w/Residecy	$28	
iii) Non Profit w/o Residency	$30	
iv) Non Resident	$45	
v) Commercial	$100	

City of Placentia

MASTER FEE SCHEDULE - COMMUNITY SERVICES

	Activity Description	Fee Effective July 1, 2026	Note
	d) Valdez Middle School SB1		
	i) Resident	$10	
	ii) Non Profit w/Residecy	$12	
	iii) Non Profit w/o Residency	$16	
	iv) Non Resident	$27	
	v) Commercial	$52	
	d) Torii Hunter Softball		
	i) Resident	$10	
	ii) Non Profit w/Residecy	$12	
	iii) Non Profit w/o Residency	$16	
	iv) Non Resident	$27	
	v) Commercial	$52	
12	**Athletic Field Lighting (per hour)**		
	Kraemer Middle School		
	a) P1	$15	
	b) P13	$15	
	c) P17	$20	
	d) P2	$15	
	e) SB1	$20	
	f) SB2	$20	
	Melrose Elementary School SB1	$20	
	PCSC		
	a) Jensen	$20	
	b) March	$20	
	c) Munoz	$20	
	d) Valadez	$20	
	Tuffree Middle School		
	a) P1	$20	
	b) P2	$20	
	c) P3	$16	
	d) P4	$16	
	e) SB1	$20	
	f) SB2	$20	
	g) Tennis Court 1	$12	
	h) Tennis Court 2	$12	
	Melrose Elementary School SB1	$20	

Agenda Item No: 2.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 21, 2026

Submitted by: Matthew Di Mario

From: Public Works

Subject:
PUBLIC HEARING FOR THE ANNEXATION OF PROPERTIES INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (PUBLIC SERVICES)

Financial Impact:
Fiscal Impact:
None.

Summary:
On February 18, 2014, the City Council adopted Resolution No. R-2014-10, establishing Community Facilities District No. ("CFD") 2014-01 ("Public Services CFD") to provide an ongoing sustainable funding source paid for by new developments to help fund the cost of public safety services. On March 4, 2014, the City Council adopted Ordinance No. 2014-03, authorizing the City Council to determine, by resolution, on or before August 1 of each year, the specific special tax to be levied on each parcel of land within the CFD. At that time, the City Council also, in the adoption of the territory map, approved the area designated as future annexation to the CFD. Staff recommends that the City Council adopt a resolution for the approval of 229 new annexations into the CFD.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing concerning Resolution No. R-2026-19; and
2. Receive the Staff report and consider all public testimony; and
3. Close the Public Hearing; and
4. Adopt Resolution No. R-2026-19, A Resolution of the City Council of the City of Placentia, California, ordering the annexation of territory to its Community Facilities District No. 2014-01 (Public Services) (Annexation 2026-01) and approving the amended map for said District.

Strategic Plan Statement:
There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:
In 1978, California voters enacted Proposition 13, which limited the ability of local public agencies to increase property taxes based on a property's assessed value. In 1982, the Mello-

Roos Community Facilities Act of 1982 ("Act") was created to provide an alternate method of financing public infrastructure and services. Under the Act, a Community Facilities District ("CFD") may fund public improvements with a useful life of five (5) years or more, such as park and recreational facilities, streets, sewer systems, schools, libraries, childcare facilities, and other public infrastructure. CFDs may also fund the maintenance and servicing of public landscape areas, parks, streetlights, storm drain systems, and public safety services.

In 2014, the City Council created CFD 2014-01, to provide a new revenue stream paid for by new residential developments to be used to help fund the cost of public safety services. All new residential development projects are required to annex their properties into the Public Services CFD as a condition of approval for receiving their entitlements. The special tax that is currently being assessed on properties within the CFD is based upon a Fiscal Impact Analysis ("FIA") that was prepared for the initial formation of the CFD in 2014. Based on the FIA, the tax rate needed to support public safety services for new residential developments was established at $225.00 for each single-family residential unit per year. Therefore, the special tax rates for 2014-15 were $225.00 per residential unit for single-family residential property and $170.00 per residential unit for multi-family residential property. For the tax to be applied to a parcel, either construction must be completed or a building permit for the home needs to be issued by the City by June 1 of the preceding fiscal year.

FY 2025-26 Annexations

City Council Resolution No. R-2014-04, designated the entire territory of the City as future annexation area for the District. This resolution also allows for voluntary annexation into the District. The proposed annexation parcels are a combination of landowners who have requested annexation in the current fiscal year, and landowners who have requested for annexation in previous years. This annexation will allow the CFD to be up to date with all parcel annexation petitions. In total, there are 229 annexation petitions that were a result of new development in the District boundary. Staff is recommending adoption of Resolution No. R-2026-19 (Attachment 1) to approve the annexation of the following parcels into the CFD, listed in Exhibit B of R-2026-19. These new annexations will bring the total properties annexed in the CFD to 463.

Attachments

Attachment 1 - Resolution No. R-2026-19
Attachment 1 - Exhibit B
Attachment 1 - Exhibit C

RESOLUTION NO. R-2026-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO ITS COMMUNITY FACILITIES DISTRICT NO. 2014-01 (PUBLIC SERVICES) (ANNEXATION 2026-01) AND APPROVING THE AMENDED MAP FOR SAID DISTRICT

A. Recitals.

(i) The City Council of the City of Placentia ("City Council"), by adoption of Resolution No. 2014-10, established the City's Community Facilities District No. 2014-01 (Public Services) ("District") pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq*.) (the "Act").

(ii) The City Council, by adoption of Ordinance No. O-2014-03, levied an annual special tax against all non-exempt parcels of real property within the District ("Special Tax") to fund public safety services within the District.

(iii) The City Council, by adoption of Resolution No. 2014-04, designated all territory within the City of Placentia to be a Future Annexation Area for the District.

(iv) Pursuant to Resolution No. 2014-04, territory located within the Future Annexation Area may be annexed to the District upon the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed, without additional hearings.

(v) The landowners of the property ("Parcels") sought to be annexed to the District are listed in Exhibit "A" attached hereto and incorporated herein by reference. The landowners of the Parcels have submitted to the City petitions unanimously requesting and approving annexation of those Parcels ("Annexation Parcels") to the District.

(vi) A boundary map entitled "Amended Map No. 2026-01 of Community Facilities District No. 2014-01 of the City of Placentia, County of Orange, State of California", showing the extent of the proposed annexation, is attached hereto as Exhibit "B" to this Resolution and incorporated herein by reference ("Boundary Map").

(vii) The City Council desires to annex the Annexation Parcels to the District.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.

2. Special Election. A special election was held on April 21, 2026, and the landowners of the Annexation Parcels unanimously voted to be annexed to the District. The City Council hereby certifies the results of the special election. The City Council hereby finds and determines that all proceedings and actions taken by the City Council pursuant to the Act were and are valid and in conformity with the Act.

3. Annexation Ordered. The Annexation Parcels are hereby added to and part of the District with full legal effect. The Annexation Parcels are subject to the Special Tax levied in connection with the District. For reference, a copy of the rate and method of apportionment for the Special Tax is attached hereto as Exhibit "C" and incorporated herein by reference.

4. Description of Services. The following is a general description of the services provided in the CFD:

> Public Safety Services: Police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, and (iv) City overhead costs associated with providing such services within the District.

5. Amended Boundary Map. The Boundary Map attached hereto as Exhibit "B" is hereby approved. This map amends, and does not supersede, the existing maps of the District. The City Council directs that said map be filed with the Orange County Recorder pursuant to Section 3113 of the Streets and Highways Code.

6. Notice of Special Tax Lien. The City Council directs the City Clerk to prepare a notice of special tax lien and that it be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

7. Severability. Should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this resolution as hereby adopted shall remain in full force and effect.

8. Effective Date. This Resolution shall be effective immediately upon adoption.

The Mayor shall sign this Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

APPROVED and ADOPTED this 21st day of April 2026.

_____
Chad P. Wanke, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21st of April 2026, by the following vote:

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

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

Exhibit A: Annexation Parcels CFD 2014-01
Exhibit B: Amended Map No. 2026-01
Exhibit C: Rate And Method Of Apportionment For Community Facilities District No. 2014-01 (Public Services)

EXHIBIT A

Annexation Parcels

List of Proposed CFD 2014-01 Annexations

APN					
346-331-36	340-351-23	340-145-45	939-43-255	939-43-254	939-43-296
346-331-37	336-451-07	939-43-214	939-43-256	939-43-297	939-43-350
346-181-44	336-051-08	939-43-215	939-43-257	939-43-298	939-43-351
339-354-19	346-172-11	939-43-216	939-43-258	939-43-299	939-43-352
339-321-05	339-345-17	939-43-217	939-43-259	939-43-300	939-43-353
939-150-07	344-157-13	939-43-218	939-43-260	939-43-301	939-43-354
939-150-08	336-391-11	939-43-219	939-43-261	939-43-302	939-43-355
939-150-09	336-423-08	939-43-220	939-43-262	939-43-303	939-43-341
939-150-10	336-404-03	939-43-221	939-43-263	939-43-307	939-43-342
939-150-11	340-241-08	939-43-222	939-43-264	939-43-308	939-43-343
939-150-12	336-423-01	939-43-223	939-43-265	939-43-309	939-43-344
939-150-13	336-485-09	939-43-224	939-43-266	939-43-310	939-43-345
939-150-14	346-181-12	939-43-225	939-43-267	939-43-311	939-43-346
939-150-15	339-181-03	939-43-226	939-43-268	939-43-312	939-43-347
939-150-16	346-331-38	939-43-227	939-43-269	939-43-313	939-43-348
939-150-17	336-581-75	939-43-228	939-43-270	939-43-314	939-43-349
939-150-18	336-413-11	939-43-229	939-43-271	939-43-315	341-503-32
939-150-19	336-151-19	939-43-230	939-43-272	939-43-317	341-503-36
939-150-20	340-092-09	939-43-231	939-43-273	939-43-318	341-503-37
939-150-21	346-173-11	939-43-232	939-43-274	939-43-319	341-503-38
939-150-22	336-463-04	939-43-233	939-43-275	939-43-320	341-503-39
336-121-27	346-181-02	939-43-234	939-43-276	939-43-321	341-503-40
339-042-04	341-503-33	939-43-235	939-43-277	939-43-322	341-503-55
339-022-09	341-503-34	939-43-236	939-43-278	939-43-323	
339-322-38	341-503-35	939-43-237	939-43-279	939-43-324	
344-142-04		939-43-238	939-43-280	939-43-325	
344-121-13		939-43-239	939-43-281	939-43-326	
340-145-21	939-43-201	939-43-240	939-43-282	939-43-327	
339-121-24	939-43-202	939-43-241	939-43-283	939-43-328	
339-322-32	939-43-203	939-43-242	939-43-284	939-43-329	
344-162-29	939-43-204	939-43-243	939-43-285	939-43-330	
339-331-03	939-43-205	939-43-244	939-43-286	939-43-331	
344-124-08	939-43-206	939-43-245	939-43-287	939-43-332	
340-481-39	939-43-207	939-43-246	939-43-288	939-43-333	
336-182-08	939-43-208	939-43-247	939-43-289	939-43-334	
344-153-14	939-43-209	939-43-248	939-43-290	939-43-335	
346-181-52	939-43-210	939-43-249	939-43-291	939-43-336	
339-313-02	939-43-211	939-43-250	939-43-292	939-43-337	
336-491-05	939-43-212	939-43-251	939-43-293	939-43-338	
344-162-08	939-43-213	939-43-252	939-43-294	939-43-339	
339-042-11		939-43-253	939-43-295	939-43-340	

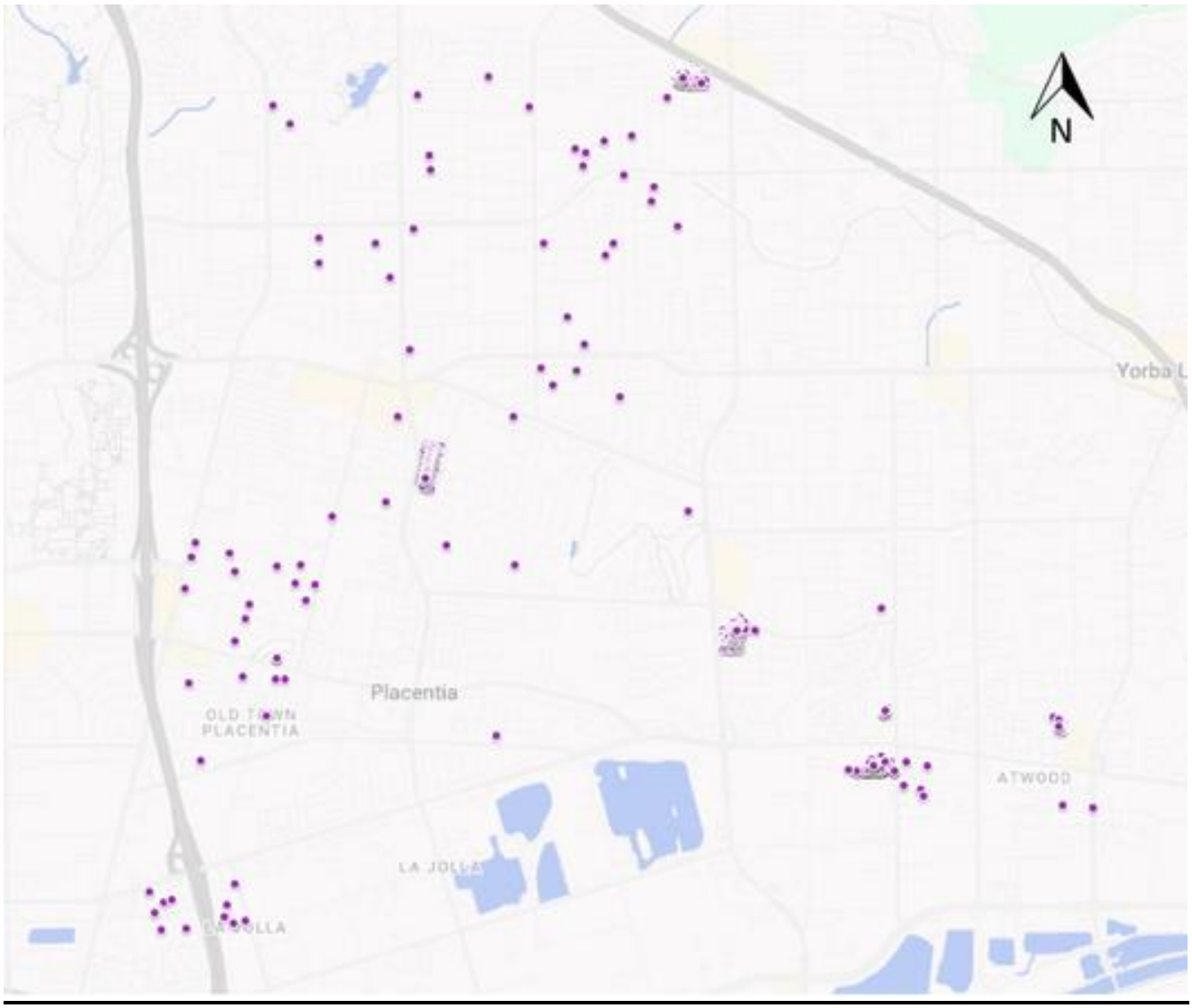
EXHIBIT B
Amended Map No. 2026-01

EXHIBIT C

RATE AND METHOD OF APPORTIONMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 2014-01
(PUBLIC SERVICES)

Exhibit B

CFD 2014-01 Parcel Map



RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF PLACENTIA
COMMUNITY FACILITIES DISTRICT NO. 2014-01
(PUBLIC SERVICES)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels within the City of Placentia Community Facilities District No. 2014-01 (Public Services), ("CFD No. 2014-01"), other than Assessor's Parcels classified as Exempt Property as defined herein, and collected each Fiscal Year commencing in Fiscal Year 2014-2015, in an amount determined by the CFD Administrator through the application of the procedures described below. All of the real property within CFD No. 2014-01, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2014-01, unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel, expressed in acres, as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Subdivision Map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the Country Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated expenses related to the administration of CFD No. 2014-01: the costs of determining the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the payment of a proportional share of salaries and benefits of any City employee and City overhead whose duties are directly related to the administration of CFD No. 2014-01, fees and expenses for counsel, audits, costs associated with responding to public inquiries regarding CFD No. 2014-01, and any and all other costs incurred in connection with the administration of CFD No. 2014-01.

"Annual Escalation Factor" means the greater of five percent (5%) or the annual percentage increase, if any, of the All Urban Consumers Consumer Price Index ("CPI"). The annual CPI used shall be for the area of Los Angeles – Riverside – Orange County, CA as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31.

"Assessor's Parcel" means a Condominium lot, Lot, or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means Fiscal Year beginning July 1, 2014 and ending June 30, 2015.

"Boundary Map" means the map of the boundaries of CFD No. 2014-01 recorded on January 21, 2014 in the Orange County Recorder's Office in Book 94, Pages 46, of Maps of Assessments and Community Facilities Districts (instrument number 2014-24969), as the same may be amended by annexation from time to time hereafter.

"Building Permit" means a permit issued for new construction of a residential dwelling. For purposes of this definition, "Building Permit" shall not include permits for construction or installation of retaining walls, grading, utility improvements, or other such improvements not intended for human habitation.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Services and providing for the levy and collection of the Special Taxes for CFD No. 2014-01.

"CFD No. 2014-01" means City of Placentia Community Facilities District No. 2014-01 (Public Services) established by the City Council under the Act.

"City" means the City of Placentia.

"City Council" means the Council of the city of Placentia, acting as the legislative body of CFD No. 2014-01.

"Condominium" means an estate in real property consisting of an undivided interest in common in a portion of a parcel of real property together with a separate interest in space in a residential, industrial or commercial building on such real property, such as an apartment, office or store. A condominium may include in addition a separate interest in other portions of such real property. Such estate may, with respect to the duration of its enjoyment, be either:

(1) An estate of inheritance or perpetual estate;
(2) An estate for life; or
(3) An estate for years, such as a leasehold or a sublease hold.

"County" means the County of Orange.

"Developed Property" means an Assessor's Parcel of Taxable Property for which a Building Permit was issued on or before **June 1** preceding the Fiscal Year for which Special Taxes are being levied.

"Developed Residential Property" means an Assessor's Parcel of Taxable Property for which a Building Permit was issued on or before **June 1** preceding the Fiscal Year for which Special Taxes are being levied and which Building Permit was issued for purposes of constructing one or more Residential Unit(s).

"Exempt Property" means all Assessor's Parcels within CFD No. 2014-01 that are exempt from the Special Taxes pursuant to law or Section F herein.

"Final Map" means an Assessor's Parcel Map, a Final Subdivision Map, condominium plan, lot line adjustment, or any other map functionally considered to be an equivalent development map that has been recorded in the Office of the County Recorder.

"Final Subdivision Map" means a subdivision of property creating single family residential buildable Lots by recordation of a final subdivision map or parcel map pursuant to the Subdivision Map Act (California Government Code § 66410, et seq.), or recordation of a condominium plan pursuant to California Civil Code § 1352, that creates individual Lots or condominium lots for which building permits may be issued without further subdivision and is recorded prior to **June 1** preceding the Fiscal Year in which the Special Tax is being levied.

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Future Annexation Area" means the areas designated for potential future annexation to CFD No. 2014-01 as shown in the "Map of Proposed Boundaries of City of Placentia Future Annexation Area of Community Facilities District No. 2014-01 (Public Services)" recorded and on file with the Orange County Recorder's Office.

"Land Use Type" means any of the land use types listed in Table 1 below.

"Lot" means property within a Final Map identified by a lot number or condominium number for which a Building Permit has been issued or may be issued.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C, which may be levied in any Fiscal Year on an Assessor's Parcel of Taxable Property.

"Multi-Family Residential Property" or "MFR Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of five (5) or more residential units that share common walls, including, but not limited to, condominiums, and apartment units.

"Property Owner Association Property" means for each Fiscal Year any property within the boundaries of CFD 2014-01 that was owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to, a property owner association, including any master or sub-association, as of **June 1**.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Type.

"Public Property" means any property that is owned by, dedicated or irrevocably dedicated to a city, the federal government, the State of California, the County, or any other public agency (each, a "Public Entity"); provided, however, that if any such property is leased by such a Public Entity to a private entity and is thereby subject to taxation pursuant to § 53340.1 of the Act, such leasehold estate shall be classified and taxed according to the use thereof.

"Residential Property" means all Assessor's Parcels of Developed Property within CFD No. 2014-01 for which a Building Permit has been issued for purposes of constructing one or more Residential Unit(s).

"Residential Unit" means any residence in which a person or persons may live, which is not considered to be used for non-residential purposes.

"Services" means those authorized services that may be funded by CFD No. 2014-01 pursuant to the Act, as amended, including, without limitation, those services authorized to be funded by CFD No. 2014-01 as set forth in the documents adopted by the City Council at the time CFD No. 2014-01 was formed.

"Single-Family Residential Property" or "SFR Property" means an Assessor's Parcel classified as Developed Property for which a Building Permit(s) has been issued for purposes of constructing one or more single-family residential dwelling units including residential structures or Condominium structures that consist of 4 or fewer units which share common walls.

"Special Tax" means the special tax authorized to be levied within CFD No. 2014-01 pursuant to the Act to fund the Special Tax Requirement.

"Special Tax Requirement" means the amount, as determined by the CFD Administrator, for any Fiscal Year to: (i) pay the costs of providing the Services during such Fiscal Year, (ii) pay Administrative Expenses associated with the Special Tax, (iii) establish or replenish any operational reserve fund established for Services, (iv) pay incidental expenses related to the Services as authorized pursuant to the Act, (v) fund an amount equal to a reasonable estimate

of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied ("Estimated Special Tax Delinquency Amount") and (vi) fund the shortfall, if any, in the Special Tax revenues collected in the preceding Fiscal Year necessary to fund the Special Tax Requirement for Services for such Fiscal Year where such shortfall resulted from delinquencies in the payment of Special Taxes in such Fiscal Year that exceeded the Estimated Special Tax Delinquency Amount included in the Special Tax Requirement for Services for such Fiscal Year.

"Taxable Property" means all Assessor's Parcels that are not exempt from the Special Tax pursuant to law or Section F.

"Undeveloped Property" means an Assessor's Parcel of Taxable Property for which a Building Permit has not been issued on or before **June 1** preceding the Fiscal Year for which Special Taxes are being levied.

B. CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2014-2015, using the definitions above, each Assessor's Parcel within CFD 2014-01 shall be classified by the CFD Administrator as Taxable Property or Exempt Property. In addition, each such Fiscal Year, each Assessor's Parcel of Taxable Property shall be further classified by the CFD Administrator as Developed Property or Undeveloped Property. Developed Property shall be further classified as Single-Family Residential Property or Multi-Family Residential Property. Commencing with Fiscal Year 2014-2015 and for each subsequent Fiscal Year, Developed Residential Property shall be subject to the levy of Special Taxes pursuant to Section C below.

C. MAXIMUM ANNUAL SPECIAL TAXES

1. Developed Residential Property

Each Fiscal Year commencing in Fiscal Year 2014-2015, each Assessor's Parcel of Developed Residential Property shall be subject to the Special Tax. The Maximum Special Tax for Developed Residential Property for Fiscal Year 2014-2015 is shown below in Table 1.

TABLE 1
DEVELOPED RESIDENTIAL PROPERTY
MAXIMUM SPECIAL TAX RATES

Land Use Type	Maximum Special Tax
Residential	
SFR Property	$225 per Residential Unit
MFR Property	$170 per Residential Unit

For each subsequent Fiscal Year following the Base Year, the Maximum Special Tax rate shall be increased from the Maximum Special Tax rate in effect for the prior Fiscal Year by the Annual Escalation Factor.

2. Annexed Property

Each Fiscal Year commencing in Fiscal Year 2014-2015, each Assessor's Parcel of Developed Residential Property that has been annexed into CFD 2014-01 shall be subject to the prevailing Special Tax in effect during the then current Fiscal Year and as determined by Section C.1 above.

3. Undeveloped Property

Each Fiscal Year commencing in Fiscal Year 2014-2015, each Assessor's Parcel classified as Undeveloped Property shall be exempt from the levy of the Special Tax

4. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section F.

For each Fiscal Year, if the use or ownership of an Assessor's Parcel or Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section F, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Section C.

D. METHOD OF APPORTIONMENT OF SPECIAL TAX

Commencing in Fiscal Year 2014-2015 and for each subsequent Fiscal Year, the CFD Administrator shall levy the Special Tax on all Taxable Property of CFD No. 2014-01 until the total amount of Special Tax levied equals the Special Tax Requirement. The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property within CFD No. 2014-01 up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Notwithstanding any provision of this Section D to the contrary, under no circumstances will the Special Tax levied against any Assessor's Parcel of Developed Property that is classified as Residential Property be increased by more than ten percent (10%) per Fiscal Year as a consequence of delinquency or default in the payment of Special Taxes by the owner of any other Assessor's Parcel, excluding therefrom the increased amount levied pursuant to the Annual Escalation Factor.

E. PREPAYMENT OF SPECIAL TAX

The Special Tax shall be levied in perpetuity for the purpose of financing ongoing authorized services and therefore may not be prepaid.

F. EXEMPTIONS

The City Council shall classify as Exempt Property: (i) Public Property, (ii) Property Owner Association Property, (iii)Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, including but not limited to property designated for open space, trails, pathways, parks or park and recreation related facilities, (iv) property reasonably designated by the City or CFD Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors.

G. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the CFD Administrator not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the decision of the CFD Administrator requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of the Special Tax.

H. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Special Taxes may be billed and collected at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2014-01.

Agenda Item No: 2.c

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 21, 2026

Submitted by: Matthew Di Mario

From: Public Works

Subject:
PUBLIC HEARING FOR THE ANNEXATION OF PROPERTIES INTO STREET LIGHTING DISTRICT NO. 81-1

Financial Impact:
Fiscal Impact:
None.

Summary:
The City of Placentia administers Street Lighting District ("SLD") ("District") 81-1. Property owners in the District pay an assessment on their property tax bill for the maintenance of 814 streetlights within the district. Staff recommends that the City Council adopt a resolution for the approval of 230 new annexations into the SLD.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing concerning Resolution No. R-2026-21; and
2. Receive the Staff report and consider all public testimony; and
3. Close the Public Hearing; and
4. Adopt Resolution No. R-2026-21, a Resolution of the City Council of the City of Placentia, California, ordering the annexation of territory to its Street Lighting District No. 81-1 (Annexation 2026-01) and approving the amended map for said District.

Strategic Plan Statement:
There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:
The Placentia SLD 81-1 ("District") was formed on June 2, 1981 by Resolution No. 81-R-133 of the City Council. The District incorporated the formerly City-run Santa Fe Street Lighting District as well as new areas of development in the City. The County of Orange ("County") operated street light assessment districts in Placentia prior to this action by the City Council. The Orange County Street Light Assessment Districts ("OCSLAD") were formed by ad valorem tax rate areas and new developments were annexed into the OCSLAD with the consent of the City Council. The formation of SLD 81-1 was driven by the County taking a position to not annex new territory into the OCSLAD from that point of time forward and to transfer the responsibility of managing these Districts to Cities instead. Accordingly, all areas

awaiting annexation and any new development in Placentia after that time were to be part of the City's newly formed District. Upon formation of SLD 81-1, no further territory was annexed into the County's street lighting assessment district. Since that time, the District has absorbed 814 new streetlights installed throughout the City as it continued to develop and annex new properties in the 1980's and 90's. In 1992, the City administratively took over the areas served by OCSLAD and has since received the ad valorem tax revenue associated with those areas.

FY 2025-26 Annexations

This Resolution allows for the voluntary annexation into the District. The proposed annexation parcels are a combination of landowners who have requested annexation in the current fiscal year and landowners who have requested for annexation in previous years. This Annexation will allow the SLD to be up to date with all parcel annexation petitions. In total, there are 230 annexation petitions that were a result of new development in the District boundary. Staff is recommending the adoption of Resolution No. R-2026-21 (Attachment 1) to approve the annexations of the following parcels into the SLD, listed in Exhibit B of R-2026-21. Staff recommends that the City Council conduct the Public Hearing and adopt the attached Resolution.

Attachments

Attachment 1 - Resolution No. R-2026-21
Attachment 1 - Exhibit B
Attachment 1 - Exhibit C

RESOLUTION NO. R-2026-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO ITS STREET LIGHTING DISTRICT NO. 81-1 (ANNEXATION 2026-01) AND APPROVING THE AMENDED MAP FOR SAID DISTRICT

A. Recitals.

(i) The City Council of the City of Placentia ("City Council"), by adoption of Resolution No. 81-R-133, established the City's Street Lighting District No. 81-1 ("District") pursuant to the Landscaping and Lighting of 1972 being Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 25000) ("Act").

(ii) The landowners of the property ("Parcels") sought to be annexed to the District are listed in Exhibit "A" attached hereto and incorporated herein by reference. The landowners of the Parcels have submitted to the City petitions unanimously requesting and approving annexation of those Parcels ("Annexation Parcels") to the District.

(iii) A boundary map entitled "Amended Map No. 2026-01 of Street Lighting District No. 81-1 of the City of Placentia, County of Orange, State of California", showing the extent of the proposed annexation, is attached hereto as Exhibit "B" to this Resolution and incorporated herein by reference ("Boundary Map").

(iv) The current assessment being levied under the District are as set forth in the Engineer's Report of 2025, which assessments were approved by the City Council in Resolution No. R-2025-31. A copy of the Engineer's Report is attached hereto as Exhibit "C" and incorporated herein by reference.

(v) The City Council desires to annex the Annexation Parcels to the District.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.

2. Special Election. A special election was held on April 21, 2026, and the landowners of the Annexation Parcels unanimously voted to be annexed to the District. The City Council hereby certifies the results of the special election. The City Council hereby finds and determines that all proceedings and actions taken by the City Council pursuant to the Act were and are valid and in conformity with the Act.

3. Annexation Ordered. The Annexation Parcels are hereby added to and part of the District with full legal effect. The Annexation Parcels are subject to the Special Tax levied in connection with the District. The current tax is set forth in the Engineer's Report, attached hereto as Exhibit "C" and incorporated herein by reference.

4. Description of Services. The following is a general description of the services provided in the District: installation, maintenance, and servicing of street lighting improvements.

5. Amended Boundary Map. The Boundary Map attached hereto as Exhibit "B" is hereby approved. This map amends, and does not supersede, the existing maps of the District. The City Council directs that said map be filed with the Orange County Recorder pursuant to Section 3113 of the Streets and Highways Code.

6. Notice of Special Tax Lien. The City Council directs the City Clerk to prepare a notice of special tax lien and that it be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

7. Severability. Should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this resolution as hereby adopted shall remain in full force and effect.

8. Effective Date. This Resolution shall be effective immediately upon adoption.

The Mayor shall sign this Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

APPROVED and ADOPTED this 21st day of April 2026.

_____
Chad P. Wanke, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21st of April 2026, by the following vote:

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

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

Exhibit A: Annexation Parcels SLD 81-1
Exhibit B: Amended Map No. 2026-01
Exhibit C: Engineer's Report 2025 Street Lighting District 81-1

EXHIBIT A

Annexation Parcels

List of Proposed SLD 81-1 Annexations

APN					
346-331-36	340-145-45	939-43-213	939-43-254	939-43-295	939-43-340
346-331-37	340-351-23	939-43-214	939-43-255	939-43-296	939-43-341
346-181-44	336-451-07	939-43-215	939-43-256	939-43-297	939-43-342
339-354-19	336-051-08	939-43-216	939-43-257	939-43-298	939-43-343
339-321-05	346-172-11	939-43-217	939-43-258	939-43-299	939-43-344
939-150-07	339-345-17	939-43-218	939-43-259	939-43-300	939-43-345
939-150-08	344-157-13	939-43-219	939-43-260	939-43-301	939-43-346
939-150-09	336-391-11	939-43-220	939-43-261	939-43-302	939-43-347
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939-150-11	336-404-03	939-43-222	939-43-263	939-43-307	939-43-349
939-150-12	340-241-08	939-43-223	939-43-264	939-43-308	939-43-350
939-150-13	336-423-01	939-43-224	939-43-265	939-43-309	939-43-351
939-150-14	336-485-09	939-43-225	939-43-266	939-43-310	939-43-352
939-150-15	346-181-12	939-43-226	939-43-267	939-43-311	939-43-353
939-150-16	339-181-03	939-43-227	939-43-268	939-43-312	939-43-354
939-150-17	346-331-38	939-43-228	939-43-269	939-43-313	939-43-355
939-150-18	336-581-75	939-43-229	939-43-270	939-43-314	341-503-32
939-150-19	336-413-11	939-43-230	939-43-271	939-43-315	341-503-36
939-150-20	336-151-19	939-43-231	939-43-272	939-43-317	341-503-37
939-150-21	340-092-09	939-43-232	939-43-273	939-43-318	341-503-38
939-150-22	346-173-11	939-43-233	939-43-274	939-43-319	341-503-39
339-042-04	336-463-04	939-43-234	939-43-275	939-43-320	341-503-40
339-022-09	346-181-02	939-43-235	939-43-276	939-43-321	341-503-55
339-322-38	341-503-33	939-43-236	939-43-277	939-43-322	
344-142-04	341-503-34	939-43-237	939-43-278	939-43-323	
344-121-13	341-503-35	939-43-238	939-43-279	939-43-324	
340-145-21		939-43-239	939-43-280	939-43-325	
339-121-24		939-43-240	939-43-281	939-43-326	
339-322-32	939-43-201	939-43-241	939-43-282	939-43-327	
344-162-29	939-43-202	939-43-242	939-43-283	939-43-328	
339-331-03	939-43-203	939-43-243	939-43-284	939-43-329	
344-124-08	939-43-204	939-43-244	939-43-285	939-43-330	
340-481-39	939-43-205	939-43-245	939-43-286	939-43-331	
336-182-08	939-43-206	939-43-246	939-43-287	939-43-332	
344-153-14	939-43-207	939-43-247	939-43-288	939-43-333	
346-181-52	939-43-208	939-43-248	939-43-289	939-43-334	
346-164-29	939-43-209	939-43-249	939-43-290	939-43-335	
339-441-04	939-43-210	939-43-250	939-43-291	939-43-336	
339-313-02	939-43-211	939-43-251	939-43-292	939-43-337	
336-491-05	939-43-212	939-43-252	939-43-293	939-43-338	
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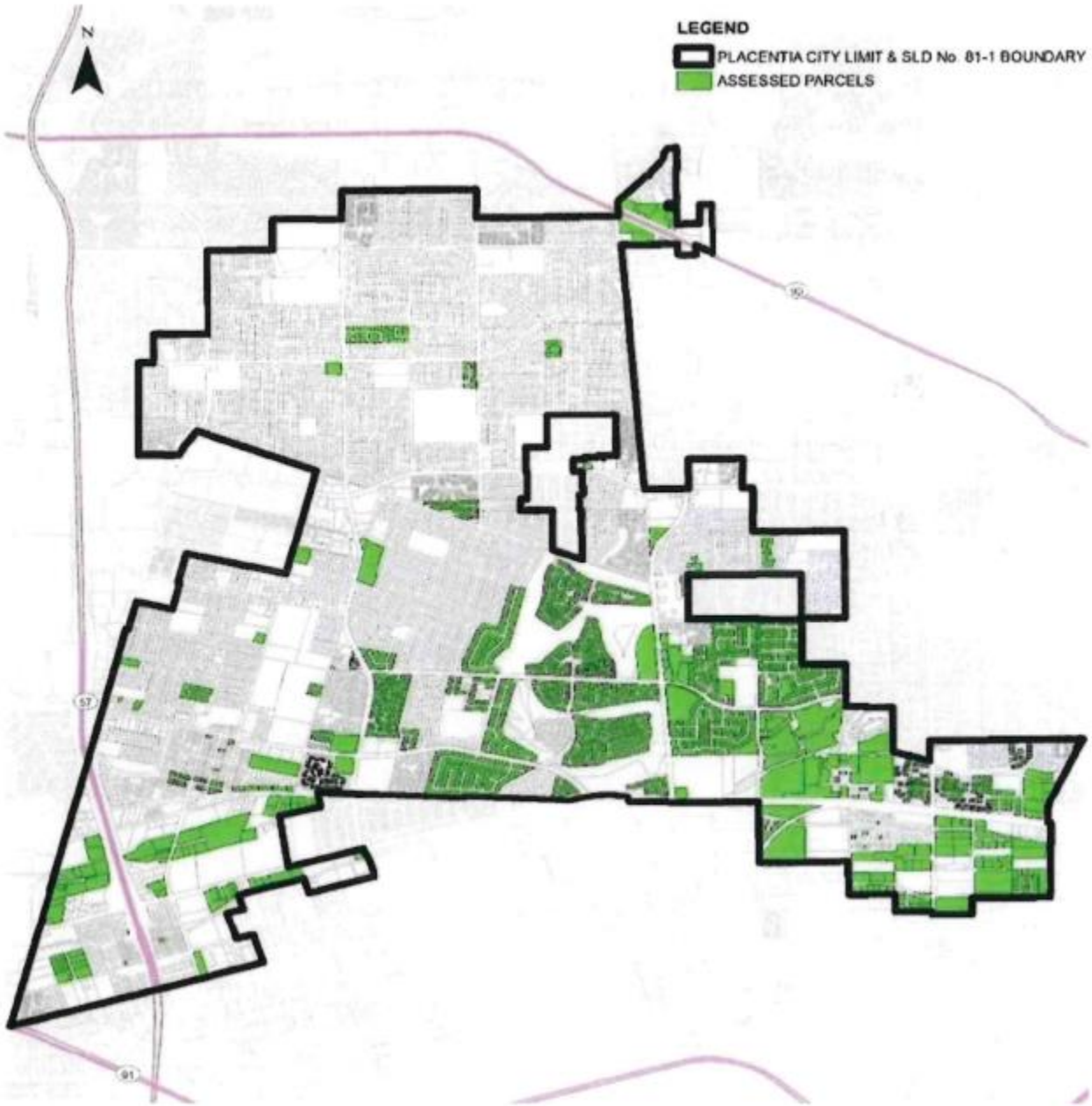
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Amended Map No. 2026-01

EXHIBIT C

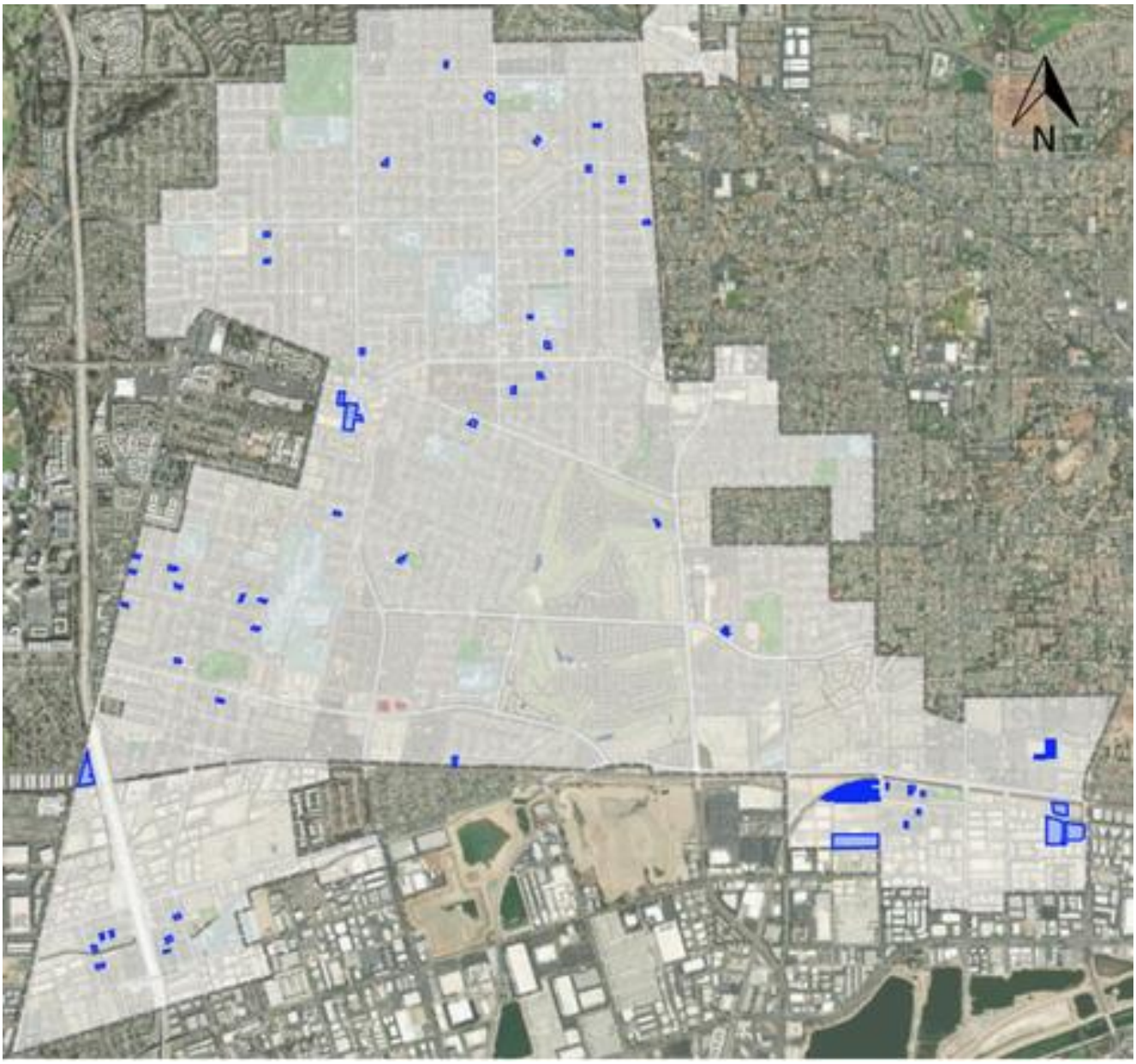
ENGINEER'S REPORT 2025
STREET LIGHTING DISTRICT 81-1

Exhibit B

Current SLD 81-1 Assessment Map



Proposed Annexations to SLD 81-1



CITY OF PLACENTIA

ENGINEER'S REPORT

Street Lighting District No. 81-1

Fiscal Year 2025-26

Street Lighting District No. 81-1

June 2025

Intent Meeting: May 20, 2025

Public Hearing: June 17, 2025

ENGINEER'S REPORT AFFIDAVIT

City of Placentia
Street Lighting District 81-1
For Fiscal Year 2025-26

City of Placentia,
County of Orange, State of California

This Report describes the City of Placentia Street Lighting District 81-1 and proposed changes or modifications related thereto including the improvements, budgets, parcels, and assessments to be levied for Fiscal Year 2025-26 pursuant to the City's Resolution of Intention. Reference is hereby made to the Orange County Assessor's maps for a detailed description of the lines and dimensions within District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 3rd day of June, 2025.



By: Chris Tanio (Jun 3, 2025 16:45 PDT)

Christopher M. Tanio, PE
Director of Public Works

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INTRODUCTION

The City of Placentia (the "City") serves and maintains streetlights and associated improvements (the "Improvements") in certain parts of the City. In order to fund the maintenance and operation (the "Services") of these projects and improvements, the City has formed Street Lighting District No. 81-1 ("District"). This Engineer's Report ("Report") was prepared to establish the budget for maintenance and operation of the Improvements (as described below) that will be funded by the 2025-26 assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIIID of the California Constitution (the "Article").

ENGINEER'S REPORT AND CONTINUATION OF ASSESSMENTS

The assessment has been continued for over 30 years. In each subsequent year for which the assessments will be continued, the Placentia City Council (the "Council") must direct the preparation of an Engineer's Report, budgets, and proposed assessments for the upcoming fiscal year. After the report is completed, the City Council may preliminarily approve the Engineer's Report and the continued assessments and establish the date for a public hearing on the continuation of the assessments. Accordingly, this Engineer's Report (the "Report") was prepared pursuant to the direction of the City Council.

As required by the Act, this Report includes plans and specifications, a diagram or map of the District, the benefits received by property from the Improvements within the District, and the method of assessment apportionment to lots and parcels within the District.

If the Council approves this Engineer's Report and the continuation of the Assessments by resolution, a notice of public hearing must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is typically used for this notice.

Following the minimum 10-day period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the Assessments. This hearing is currently scheduled for June 17, 2025. At this hearing, the Council will consider approval of a resolution confirming the continuation of the

Assessments for Fiscal Year 2025-26. If so confirmed and approved, the Assessments would be submitted to the Orange County Auditor/Controller for inclusion on the property tax rolls for Fiscal Year 2025-26.

STREET LIGHTING DISTRICT BACKGROUND

Street Lighting District No. 81-1 was formed in 1981. Prior to that, the County of Orange had established and maintained street lighting assessment districts within the City of Placentia. After the passage of Proposition 13 in 1978, the County decided to cease annexations to its existing districts. In response to that, the City formed its own district (No. 81-1) to allow for future development to be included in an assessment district providing street lighting services.

The portions of the City previously included in the County's street light assessment remained under the County's jurisdiction until 1996, when the City took over management of those areas. However, they were not annexed into District No. 81-1, and continue to be funded and operated separately from the District. Therefore, those areas and the parcels therein are not included in this report or the assessment calculations herein.

LEGISLATIVE ANALYSIS

PROPOSITION 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996, and is now Article XIIIC and XIIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services and improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V SANTA CLARA COUNTY OPEN SPACE AUTHORITY (2008) 44 CAL. 4TH 431

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA"). This ruling is significant in that the Court clarified how Proposition 218 made changes to the determination of special benefit. The Court also found that:

- Benefit assessments are for special benefits to property, not general benefits.
- The services and/or improvements funded by assessments must be clearly defined.

- Assessment districts must be drawn to contain all parcels that receive a special benefit from a proposed public improvement.
- Assessments paid in each assessment district must be proportional to the special benefit received by each such parcel from the improvements and services funded by the assessment.

This Engineer's Report and the process used to establish the continuation of the assessments for Fiscal Year 2025-26 are consistent with the SVTA decision and with the requirements of Article XIIIC and XIIID of the California Constitution based on the following factors:

1. The District is drawn to include the entire City; although only parcels deriving special benefits are included in the assessment rolls. Thus, zones of benefit are not required and the assessment revenue derived from real property in the District is extended only on the Improvements in the District.

2. The Improvements which are constructed and maintained with assessment proceeds in the District are located in close proximity to the real property subject to the assessment. The Improvements provide illumination to streets and sidewalks enabling improved access to the residents of such assessed property. The proximity of the Improvements to the assessed parcels and the improved access and increased safety provided to of the residents of the assessed parcels by the Improvements provides a special benefit to the parcel being assessed pursuant to the factors outlined by the Supreme Court in that decision.

3. Due to their proximity to the assessed parcels, the Improvements financed with assessment revenues in the District benefit the properties in that District in a manner different in kind from the benefit that other parcels of real property in the City derive from such Improvements, and the benefits conferred on such property in the District are more extensive than a general increase in property values.

4. The assessments paid in the District are proportional to the special benefit that each parcel within that Assessment District receives from the Improvements because:

a. The specific lighting Improvements and maintenance and utility costs thereof in the District and the costs thereof are specified in this Report; and

5. Such Improvement and maintenance costs in the District are allocated among different types of property located within the District, and equally among those properties which have similar characteristics, such as single-family residential parcels, multi-family residential parcels, commercial parcels, industrial parcels, etc.

DAHMS V. DOWNTOWN POMONA PROPERTY (2009) 174 CAL. APP. 4TH 708

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona in Dahms v. Downtown Pomona Property ("Dahms"). On July 22, 2009, the California Supreme Court denied review. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

BONANDER V. TOWN OF TIBURON (2009) 180 CAL. APP. 4TH 103

On December 31, 2009, in Bonander v. Town of Tiburon ("Bonander"), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE (2010) 184 CAL. APP. 4TH 1516

On May 26, 2010 the 4th District Court of Appeals issued a decision in the Steven Beutz V. County of Riverside ("Beutz"). This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services was not explicitly calculated, quantified and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO (2011) 199 CAL. APP. 4TH 416

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified, and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

COMPLIANCE WITH CURRENT LAW

This Engineer's Report is consistent with the requirements of Article XIIIC and XIIID of the California Constitution and with the SVTA decision because the Improvements to be funded are clearly defined; the Improvements are directly available to and will directly benefit property in the District; and the Improvements provide a direct advantage to property in the District that would not be received in absence of the Assessments.

This Engineer's Report is consistent with Beutz, Dahms and Greater Golden Hill because the Improvements will directly benefit property in the District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with Bonander because the Assessments have been apportioned based on the overall cost of the Improvements and Services and proportional special benefit to each property, rather than the proportional cost to the District to provide the Improvements to specific properties.

PLANS & SPECIFICATIONS

The work and Improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to Assessor Parcels within the District defined in the Method of Assessment herein. Consistent with the Landscaping and Lighting Act of 1972, (the "Act") , the Improvements are generally described as follows:

Facilities and Improvements

The facilities and improvements within the District are defined as street light standards, their appurtenances and energy and maintenance costs to operate them. Street lighting systems in the District consist of Edison-owned lights as of the date of this report, as shown below:

Table 1 – District Facilities

Type of Light	*No. of Lights*	*Size of Lumens*	*Owner*
Sodium Vapor	*31*	*5,800*	*S.C.E.*
Sodium Vapor	*43*	*9,500*	*S.C.E.*
Sodium Vapor	*222*	*16,000*	*S.C.E.*
Sodium Vapor	*518*	*22,000*	*S.C.E.*
Total	***814***		

Scope of Work

Southern California Edison company (S.C.E) shall be the supplier of electrical energy for all of the above listed streetlights as well as providing needed maintenance and replacements for those streetlights owned by S.C.E. Costs for electrical energy and maintenance of S.C.E-owned streetlights shall be billed to the City by S.C.E. The City shall disburse payments to S.C.E. from the Special Fund established for the District. Costs incurred by the City for: administration, engineering, operations and other related requirements shall be paid by the District's Special Fund for those costs.

Changes and Modifications to the District

Modifications to the District structure could include but are not limited to:

- Substantial changes or expansion of the improvements provided.
- Substantial changes in the service provided.
- Modifications or restructuring of the district including annexation or detachment of specific parcels.
- Revisions in the method of apportionment
- Proposed new or increased assessments.

FISCAL YEAR 2025-26 ESTIMATE OF COST AND BUDGET

BUDGET FOR FISCAL YEAR 2025-26

The 1972 Act provides that the total costs for providing the maintenance and servicing of the District Improvements and facilities can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing, and all other costs identified with the District proceedings.

An estimate of District costs for fiscal year 2025-26 for the maintenance and servicing of the Improvements is provided below.

Table 2 – FY 2025-26 Estimate of Costs

Expenditure Item	**Amount**
Public Notice	1,000
Electricity	196,245
Estimated Expenditures	**$ 197,245.00**
Revenue Item	**Amount**
Direct Benefit Assessments	136,245
General Fund Contribution	61,000
Estimated Revenues	**$ 197,245.00**
Budget Allocation to Parcels	
Assessment per Assessment Unit (AU)C	$ 27.38
Total Assessment Units (AUs)	4,976.06
Total Assessment Budget	136,245

Notes to Estimate of Costs:

A. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the Fiscal Year, June 30, must be carried over to the next Fiscal Year. The District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or

capital renovation needs. Any remaining balance would either be placed in the reserve fund, the capital improvement fund, or would be used to reduce future years' assessments.

B. The rate shown here is for an Assessment Unit (single family home or its equivalent). For the definition of the term AU and rates for other types of property, see the section titled, "Method of Assessment" and the sections following it in this report.

METHOD OF ASSESSMENT APPORTIONMENT

This section of the Engineer's Report includes an explanation of the benefits to be derived from the installation, maintenance and servicing of the Improvements throughout the District and the Assessment methodology used to apportion the total Assessment to properties within the Assessment District.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the Assessment is based on the proportional special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements, and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

DISCUSSION OF BENEFIT

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Proposition 218, as codified in Article XIIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must exceed the cost of the assessment:

> *"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

The following benefit categories summarize the types of special benefit to residential, commercial, industrial, and other lots and parcels resulting from the Improvements to be

provided with the assessment proceeds. These types of special benefit are summarized as follows:

A. Creation of individual lots for residential and commercial use that, in absence of the Assessments, would not have been created.
B. Improved visibility and safety
C. Improved access
D. Improved community character and vitality

SPECIAL BENEFIT

The special benefits from the Improvements are further detailed below:

CREATION OF INDIVIDUAL LOTS FOR RESIDENTIAL AND COMMERCIAL USE THAT, IN ABSENCE OF THE ASSESSMENTS, WOULD NOT HAVE BEEN CREATED

In most of the District, the original owner/developer(s) of the property within the District agreed unanimously to the Assessments. The Assessments provide the necessary funding for public improvements that were required as a condition of development and subdivision approval. Therefore, such Assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed of the Assessments through the title reports, and in some cases, through Department of Real Estate "White Paper" reports that the parcels were subject to assessment. Purchase of property was also an "agreement" to pay the Assessment. Therefore, in absence of the Assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the Assessments.

IMPROVED VISIBILITY AND SAFETY

Well maintained, effective street lighting provides a special benefit to proximate parcels, within the range of the light, because it allows for safer and improved use of the property in the evenings and at night. Street lighting provides special benefits as it increases neighborhood safety and reduces the likelihood of crime on the proximate parcels. Over time, the Improvements continue to confer a particular and distinct special benefit upon parcels within the District because of the nature of the Improvements. The proper maintenance of the streetlights and appurtenant facilities reduces property-related crimes, especially vandalism, against assessed properties in the District.

IMPROVED ACCESS

Well maintained, effective street lighting enhances ingress, egress and accessibility of all forms to the assessed parcels in the evening and at night by increasing visibility. Improved visibility also helps prevent local and pedestrian traffic accidents related to the assessed parcels.

IMPROVED COMMUNITY CHARACTER AND VITALITY

Well maintained, effective street lighting promotes evening and nighttime social interaction of residents and customers of businesses and industry. This creates a positive atmosphere and enhances the community image in the evening and at night for the assessed parcels.

All of the above-mentioned items also contribute to a specific enhancement to each of the parcels within the District. The proximate streetlights clearly make each parcel safer, more visible, more accessible, more useful, more valuable, and more desirable; and this further strengthens the basis of these Assessments.

GENERAL VERSUS SPECIAL BENEFIT

The proceeds from the District are used to fund Improvements and increased levels of maintenance to the public facilities that serve and benefit the assessed properties in the District. In absence of the District, such Improvements would not be properly maintained. Therefore, the District's purpose is to ensure that the necessary and beneficial public facilities for property in the District are properly maintained and repaired over time. The assessments will ensure that street lighting and associated improvements within and adjacent to the District are functional, well maintained and safe. These public resources directly benefit the property in the District and will confer distinct and special benefits to the assessed properties within the District. Moreover, in absence of assessments, a condition of development would not be met and future construction in the District could be denied. The creation of individual lots, if any, and the approval for construction in the District, is the overriding clear and distinct special benefit conferred exclusively on property in the District and not enjoyed by other properties outside the District. Therefore, the assessments solely provide special benefit to assessed property in the District over and above the general benefits conferred to the public at large or properties outside the District.

Although the Improvements maintained by the Services may be available to the general public at large, the Improvements and Services are specifically designed, located and

created to provide additional and improved resources for property inside the District, and not the public at large. Other properties that are outside the District do not enjoy the unique proximity and other special benefit factors described previously. These Improvements and Services are of special benefit to properties located within the District because they provide a direct advantage to properties in the District that would not be provided in absence of the Assessments. Any general benefits to surrounding properties outside of the District, if any there were, are collateral and conferred concomitantly.

QUANTIFICATION OF GENERAL BENEFIT

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

The maintenance and servicing of these improvements is also partially funded, directly and indirectly from other sources including the City of Placentia, Orange County, and the State of California. This funding comes in the form of grants, development fees, special programs, and general funds, as well as direct maintenance and servicing of other co-located facilities (e.g., curbs, gutters, streets, drainage systems, etc.). This funding from other sources more than compensates for general benefits, if any, received by the properties within the District.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided within the assessment district. It is also important to note that the improvements and services funded by the assessments in Pomona are similar to the improvements and services funded by the Assessments described in this Engineer's Report, and the Court found these improvements and services to be 100% special benefit. Also similar to the assessments in Pomona, the Assessments described in this Engineer's Report fund Improvements and Services directly provided within the District, and every benefiting property in the District enjoys proximity and access to the Improvements. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments

STEP 1 – CACULATE THE GENERAL BENEFIT

The General Benefits from this assessment may be quantified as illustrated in the following table.

Benefit Factor	Relative Weight	General Benefit Contribution	Relative General Benefit
Creation of individual lots for development or approval of building permits	85	0%	**0**
Improved nighttime visibility and safety	5	25%	**1.25**
Improved Access	5	25%	**1.25**
Improved Community Character and Vitality	5	25%	**1.25**
Total	**100**	**Total Calculated General Benefit**	**3.75** **3.75%**

As a result, the City of Placentia will contribute at least 2.5% of the total budget from sources other than the assessment. This contribution offsets any general benefits from the Assessment Services.

STEP 2 – CALCULATE THE CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

This general benefit contribution is the sum of the following components:

The City of Placentia owns, maintains, rehabilitates, and replaces curb and gutter along the border of the District improvements. This curb and gutter serve to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the Improvements. The contribution from the City of Placentia towards general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 1%.

The City of Placentia owns and maintains a storm drainage system along the border of District Improvements. This system serves to prevent flooding and associated damage to the improvements and manage urban runoff including local pollutants loading from the Improvements. The contribution from the City of Placentia towards general benefit from the maintenance and operation of the local storm drainage system is conservatively estimated to be 1%.

The City of Placentia owns and maintains local public streets along the border of the District Improvements. These public streets provide access to the Improvements for its enjoyment as well as efficient maintenance. The contribution from the City of Placentia towards general benefit from the maintenance of local public streets is conservatively estimated to be 1%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this "annuity" can be used to offset general benefit costs and is conservatively estimated to contribute 10%.

Therefore, the total General Benefit is conservatively quantified at 2.5% which is more than offset by the total non-assessment contribution towards general benefit of 13%.

METHOD OF APPORTIONMENT

The development of an Assessment methodology requires apportioning to determine the relative special benefit for each property. As the District was formed by a different engineer of record, the precise language from the most recent Engineer's Report is included below:

> *The methodology used fairly distributes the cost of the street lighting system in relation to the benefits received. For Fiscal Year 2024-25 there are 3,696 parcels of property in the District, grouped into one of three benefit zones for assessment purposes. The District was originally established with five benefit zones (A though E) to distinguish variations in benefit. However, Zone C is no longer applicable. The five benefit zones originally established for the District include the following:*
>
> > *Zone A: Single Family residential, whether detached or condominium.*
> >
> > *Zone B: Commercial, industrial, churches, apartments, etc., either developed or in process of development.*
> >
> > *Zone C: Parcels in the former Santa Fe Lighting District No. 1. This zone designation was originally established to distinguish specific non-residential parcels that were previously part of the Santa Fe Lighting District No. 1 and were annexed to this District. Originally, the assessments for these parcels included a temporary loan. The loan recoupment has been satisfied and these parcels are now included as part of Zone B.*

Zone D: Parcels that have a recorded tentative or final map, but are not yet developed.

Zone E: Open Space, street areas, or landscape strip parcels are considered to receive no benefit. Parcels within this zone are exempt from assessment.

The basic methodology of apportionment developed for this District in 1981-82 is based on assessment unit. This methodology assigns each residential parcel in Zone A one assessment unit (AU). The relationship between residential parcels in Zone A and acreage parcels in Zone B was established at a six to one ratio based on general density figures for the City. Zone C originally designated parcels that were part of the former Santa Fe Street Lighting District No. 1. The assessments for parcels in Zone C originally included the conversion improvement costs associated with these parcels and were spread over a two-year period. These conversion costs have been satisfied and the Zone C parcels are now included in Zone B. Zone C has been eliminated. Zone D designates parcels where the final tract or parcel maps have been approved and recorded, however construction is not yet in progress. This zone is assessed at 30% of one assessment unit per parcel or proposed parcels based on the approved tract map, whichever is the greater of the two.[1]

ANNUAL ASSESSMENT CALCULATION

For Fiscal Year 2025-26, the rate of Assessments for the District is not increased from prior years. The Calculations for maintenance, service and incidentals follows:

Table 4 – Assessment Calculation

Zone	Quantity	AU Ratio Factor	Assessment Units

[1] From the 2013-14 Engineer's Annual Levy Report, City of Placentia, Street Lighting District No. 81-1, dated June 4, 2013. Zone E was reported to have 33 parcels, but they were not identified in the accompanying data. Therefore those parcels are not included in the current data.

Because they are exempt from assessment, there is no effect on the assessment apportionment calculations.

A	3,377 units	x	1.00	=	**3,377.00 AU**
B	263.260 acres	x	6.00	=	**1,579.560 AU**
D	**65 units**	**x**	**0.30**	=	**19.500 AU**
Total Assessment Units					**4,976.060/AU**
AU Cost	**$136,244.52/4,976.060 AU**		**=$27.38 /AU**		**$27.38/AI**

Zone Assessments			
Zone A	Single Family	Each parcel is assessed at one assessment unit:	
		$27.38 x 1.0	$27.38 /Parcel
Zone B	Comm, Industrial	Each Acre is assessed at 10 assessment units:	
		$27.38 x 6.00 =	$164.28 / Acre
Zone D	Multi-Family	Each Unit is assessed at 0.70 assessment units:	
		$27.38 x 0.30 =	$8.21 /Unit

DURATION OF ASSESSMENT

The District was formed or annexed in previous years. It is proposed that the Assessments be continued every year after their formation or annexation, so long as the public Improvements need to be maintained and improved, and the City requires funding from the Assessments for these Improvements in the Assessment Districts. As noted previously, the Assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the City Council must hold an annual public hearing to continue the Assessment.

APPEALS OF ASSESSMENTS LEVIED TO PROPERTY

Any property owner who feels that the Assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the City of Placentia City Administrator or his or her designee. Any such appeal is limited to correction of an Assessment during the

then-current Fiscal Year and applicable law. Upon the filing of any such appeal, the City Administrator or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Administrator or his or her designee finds that the Assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Administrator or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Administrator or his or her designee shall be referred to the Placentia City Council, and the decision of the City Council shall be final.

ASSESSMENT STATEMENT

Whereas, the City of Placentia directed the undersigned engineer of Work to prepare and file a report presenting an estimate of costs, a Diagram for the District and an assessment of the estimated costs of the Improvements upon all assessable parcels within the District;

Now, Therefore, the undersigned, by virtue of the power vested in me under the Act, Article XIIID of the California Constitution, and the order of the Placentia City Council, hereby makes the following Assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the District.

The amount to be paid for said Improvements and the expense incidental thereto, to be paid by the District for the Fiscal Year 2025-26 is generally as follows:

Table 3 – FY 2025-26 Summary Cost Estimate

Salaries & Benefits	$ -
Operating Expenses	$197,245.00
Total for Services	
Less General Fund Contribution	$ 61,000.00
Less Other Revenue	$ -
Net Amount of Assessments	$136,245.00

As required by the Act, an Assessment Diagram of the District is hereto attached and incorporated herein by reference. The distinctive number of each parcel or lot of land in the District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and

lots of land within the District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Estimate of Cost and Method of Assessment in the Report.

The Assessment is made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Orange for the Fiscal Year 2025-26. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby will place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the Fiscal Year 2025-26 for each parcel or lot of land within the District.

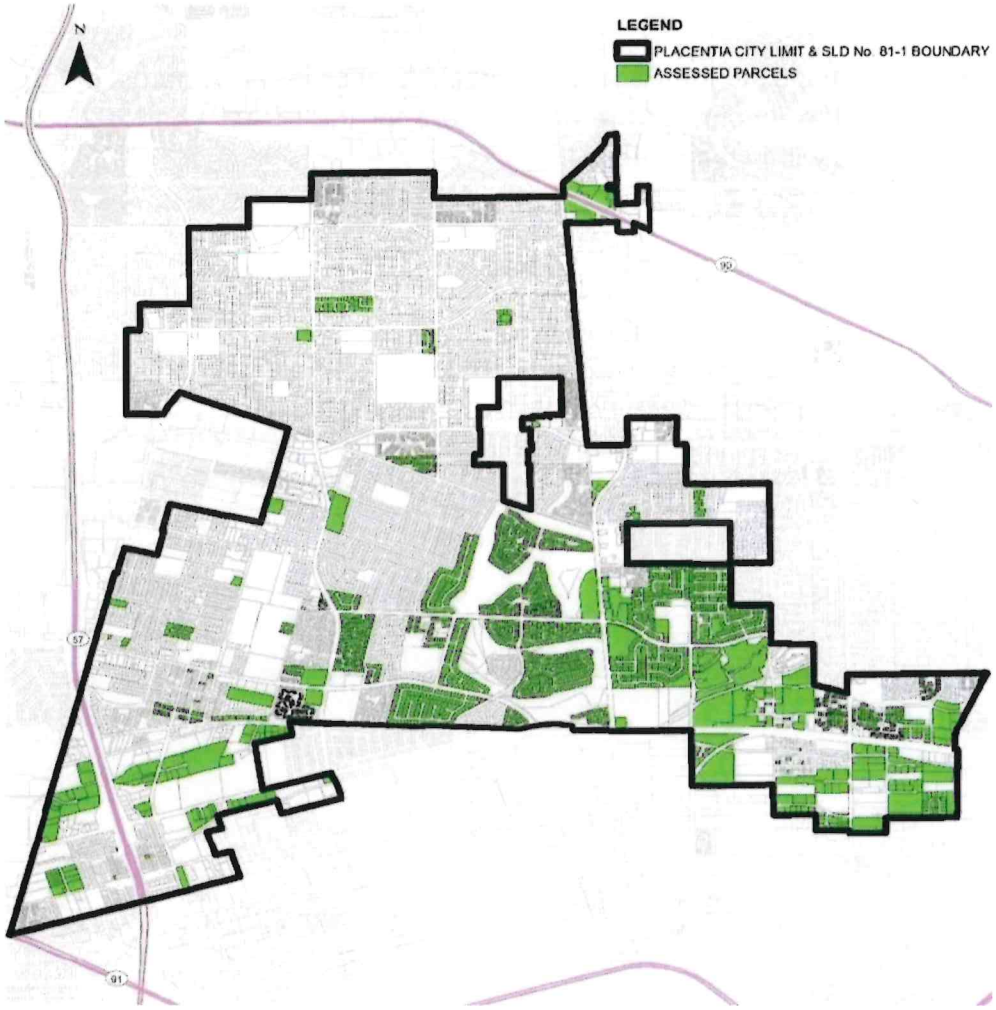
Date: June 17, 2025

Chris Tanio (Jun 3, 2025 16:45 PDT)

Director of Public Works/City Engineer
Christopher M. Tanio, PE

ASSESSMENT DIAGRAM

The District boundary is conterminous with the City Limits. The parcels to be assessed in Street Lighting District No. 81-1 are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Placentia, and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions as shown on the maps of the Assessor of the County of Orange, for Fiscal Year 2025-26, and are incorporated herein by reference, and made a part of this Diagram and this Report.



ASSESSMENT ROLL

An Assessment Roll (a listing of all parcels assessed within the District and the amount of the Assessment) will be filed with the City Clerk and is, by reference, made part of this Report and is available for public inspection during normal office hours at the City Hall at 401 East Chapman Avenue, Placentia, California 92870.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference, made part of this Report. These records shall govern all details concerning the description of the lots or parcels.

Agenda Item No: 2.d

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 21, 2026

Submitted by: Matthew Di Mario

From: Public Works

Subject:
PUBLIC HEARING FOR THE ANNEXATION OF PROPERTIES INTO LANDSCAPE MAINTENANCE DISTRICT NO. 92-1

Financial Impact:
Fiscal Impact:
None.

Summary:
The City of Placentia administers Landscape Maintenance District ("LMD") 92-1 ("District"). Property owners in the District pay an assessment on their property tax bill for the maintenance of common area landscaping. Staff recommends that the City Council adopt a resolution for the approval of 230 new annexations into the LMD.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing concerning Resolution No. R-2026-20; and
2. Receive the Staff report and consider all public testimony; and
3. Close the Public Hearing; and
4. Adopt Resolution No. R-2026-20, a Resolution of the City Council of the City of Placentia, California, ordering the annexation of territory to its Landscape Maintenance District No. 92-1 (Annexation 2026-01) and approving the amended map for said District.

Strategic Plan Statement:
There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:
On May 2, 1992, the City Council adopted Resolution No. 92-R-123, which initially formed the District. This District, utilizing benefit assessments, funds the cost to maintain and administer the landscape areas identified within LMD 92-1, which includes Placentia Champions Sports Complex ("Complex"). In 1996, the City Council transferred the financial responsibility for maintenance of the Complex from the District to the City's General Fund. At the time it was determined that since the Complex had grown operationally and hosted sport leagues from outside the City, the General Fund should instead fund the cost to maintain the Complex. However, in 2010, the City Council adopted Resolution No. R-2010-03, which returned the

financial responsibility of maintaining the Complex back to the District. This was done due to the extensive financial difficulties the City was faced with at the time, and the City's General Fund could not support the cost of maintaining the Complex. The Complex, however, is still an assessed improvement within the District and is one of numerous improvements maintained by the District. By 2014, it had become apparent that the District no longer generates sufficient revenue to maintain all the improvements within the District even when excluding the cost to maintain the Complex. As part of the Fiscal Year (FY) 2014-15 Operating Budget the maintenance cost for the Complex was informally transferred again to the City's General Fund to reduce the structural deficit within the District's fund.

FY 2025-26 Annexations

This Resolution also allows for voluntary annexations into the District. The proposed annexation parcels are a combination of landowners who have requested annexation in the current fiscal year and landowners who have requested for annexation in previous years. This Annexation will allow the LMD to be up to date with all parcel annexation petitions. In total, there are 230 annexation petitions that were a result of new development in the District boundary. Staff is recommending the adoption of Resolution No. R-2026-20 (Attachment 1) to approve the annexations of the following parcels into the LMD, listed in Exhibit A of R-2026-20. Staff recommends that the City Council conduct the Public Hearing and adopt the attached Resolution.

Attachments

Attachment 1 - Resolution No. R-2026-20
Attachment 1 - Exhibit B
Attachment 1 - Exhibit C

RESOLUTION NO. R-2026-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO ITS LANDSCAPE MAINTENANCE DISTRICT NO. 92-1 (ANNEXATION 2026-01) AND APPROVING THE AMENDED MAP FOR SAID DISTRICT

A. Recitals.

(i) The City Council of the City of Placentia ("City Council"), by adoption of Resolution No. 92-R-131, established the City's Landscape Maintenance District No. 92-1 ("District") pursuant to the Landscaping and Lighting of 1972 being Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 25000) ("Act").

(ii) The landowners of the property ("Parcels") sought to be annexed to the District are listed in Exhibit "A" attached hereto and incorporated herein by reference. The landowners of the Parcels have submitted to the City petitions unanimously requesting and approving annexation of those Parcels ("Annexation Parcels") to the District.

(iii) A boundary map entitled "Amended Map No. 2026-01 of Landscape Maintenance District No. 92-1 of the City of Placentia, County of Orange, State of California", showing the extent of the proposed annexation, is attached hereto as Exhibit "B" to this Resolution and incorporated herein by reference ("Boundary Map").

(iv) The current assessment being levied under the District are as set forth in the Engineer's Report of 2025, which assessments were approved by the City Council in Resolution No. R-2025-30. A copy of the Engineer's Report is attached hereto as Exhibit "C" and incorporated herein by reference.

(v) The City Council desires to annex the Annexation Parcels to the District.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The above recitals are all true and correct and are herein incorporated.

2. Special Election. A special election was held on April 21, 2026, and the landowners of the Annexation Parcels unanimously voted to be annexed to the District. The City Council hereby certifies the results of the special election. The City Council hereby finds and determines that all proceedings and actions taken by the City Council pursuant to the Act were and are valid and in conformity with the Act.

3. Annexation Ordered. The Annexation Parcels are hereby added to and part of the District with full legal effect. The Annexation Parcels are subject to the Special Tax levied in connection with the District. The current tax is set forth in the Engineer's Report, attached hereto as Exhibit "C" and incorporated herein by reference.

4. Description of Services. The following is a general description of the services provided in the District: installation, maintenance, and servicing of landscape improvements.

5. Amended Boundary Map. The Boundary Map attached hereto as Exhibit "B" is hereby approved. This map amends, and does not supersede, the existing maps of the District. The City Council directs that said map be filed with the Orange County Recorder pursuant to Section 3113 of the Streets and Highways Code.

6. Notice of Special Tax Lien. The City Council directs the City Clerk to prepare a notice of special tax lien and that it be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

7. Severability. Should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this resolution as hereby adopted shall remain in full force and effect.

8. Effective Date. This Resolution shall be effective immediately upon adoption.

The Mayor shall sign this Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

APPROVED and ADOPTED this 21st day of April 2026.

_____
Chad P. Wanke, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21st of April 2026, by the following vote:

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

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

Exhibit A: Annexation Parcels LMD 92-1
Exhibit B: Amended Map No. 2026-01
Exhibit C: Engineer's Report 2025 Landscape Maintenance District 92-1

EXHIBIT A

Annexation Parcels

List of Proposed LMD 92-1 Annexations

APN					
346-331-36	340-145-45	939-43-214	939-43-258	939-43-256	939-43-300
346-331-37	340-351-23	939-43-215	939-43-259	939-43-301	939-43-349
346-181-44	336-451-07	939-43-216	939-43-260	939-43-302	939-43-350
339-354-19	336-051-08	939-43-217	939-43-261	939-43-303	939-43-351
339-321-05	346-172-11	939-43-218	939-43-262	939-43-307	939-43-352
939-150-07	339-345-17	939-43-219	939-43-263	939-43-308	939-43-353
939-150-08	344-157-13	939-43-220	939-43-264	939-43-309	939-43-354
939-150-09	336-391-11	939-43-221	939-43-265	939-43-310	939-43-355
939-150-10	336-423-08	939-43-222	939-43-266	939-43-311	939-43-338
939-150-11	336-404-03	939-43-223	939-43-267	939-43-312	939-43-339
939-150-12	340-241-08	939-43-224	939-43-268	939-43-313	939-43-340
939-150-13	336-423-01	939-43-225	939-43-269	939-43-314	939-43-341
939-150-14	336-485-09	939-43-226	939-43-270	939-43-315	939-43-342
939-150-15	346-181-12	939-43-227	939-43-271	939-43-317	939-43-343
939-150-16	339-181-03	939-43-228	939-43-272	939-43-318	939-43-344
939-150-17	346-331-38	939-43-229	939-43-273	939-43-319	939-43-345
939-150-18	336-581-75	939-43-230	939-43-274	939-43-320	939-43-346
939-150-19	336-413-11	939-43-231	939-43-275	939-43-321	939-43-347
939-150-20	336-151-19	939-43-232	939-43-276	939-43-322	939-43-348
939-150-21	340-092-09	939-43-233	939-43-277	939-43-323	341-503-32
939-150-22	346-173-11	939-43-234	939-43-278	939-43-324	341-503-36
339-042-04	336-463-04	939-43-235	939-43-279	939-43-325	341-503-37
339-022-09	346-181-02	939-43-236	939-43-280	939-43-326	341-503-38
339-322-38	341-503-33	939-43-237	939-43-281	939-43-327	341-503-39
344-142-04	341-503-34	939-43-238	939-43-282	939-43-328	341-503-40
344-121-13	341-503-35	939-43-239	939-43-283	939-43-329	341-503-55
340-145-21		939-43-240	939-43-284	939-43-330	
339-121-24		939-43-241	939-43-285	939-43-331	
339-322-32	939-43-201	939-43-242	939-43-286	939-43-332	
344-162-29	939-43-202	939-43-243	939-43-287	939-43-333	
339-331-03	939-43-203	939-43-244	939-43-288	939-43-334	
344-124-08	939-43-204	939-43-245	939-43-289	939-43-335	
340-481-39	939-43-205	939-43-246	939-43-290	939-43-336	
336-182-08	939-43-206	939-43-247	939-43-291	939-43-337	
344-153-14	939-43-207	939-43-248	939-43-292		
346-181-52	939-43-208	939-43-249	939-43-293		
339-441-04	939-43-209	939-43-250	939-43-294		
346-164-29	939-43-210	939-43-251	939-43-295		
339-313-02	939-43-211	939-43-252	939-43-296		
336-491-05	939-43-212	939-43-253	939-43-297		
344-162-08	939-43-213	939-43-254	939-43-298		
339-042-11	939-43-257	939-43-255	939-43-299		

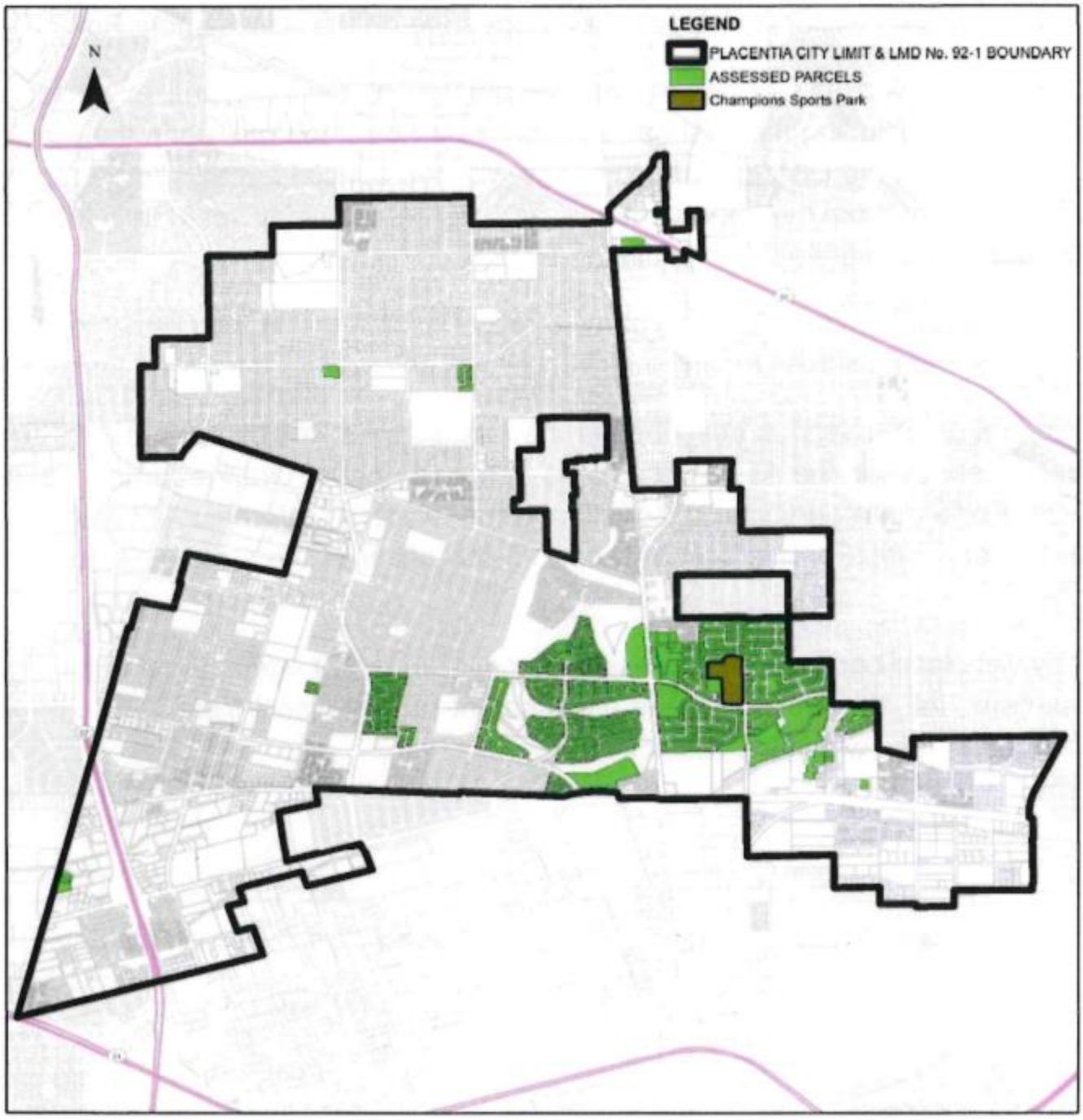
EXHIBIT B
Amended Map No. 2026-01

EXHIBIT C

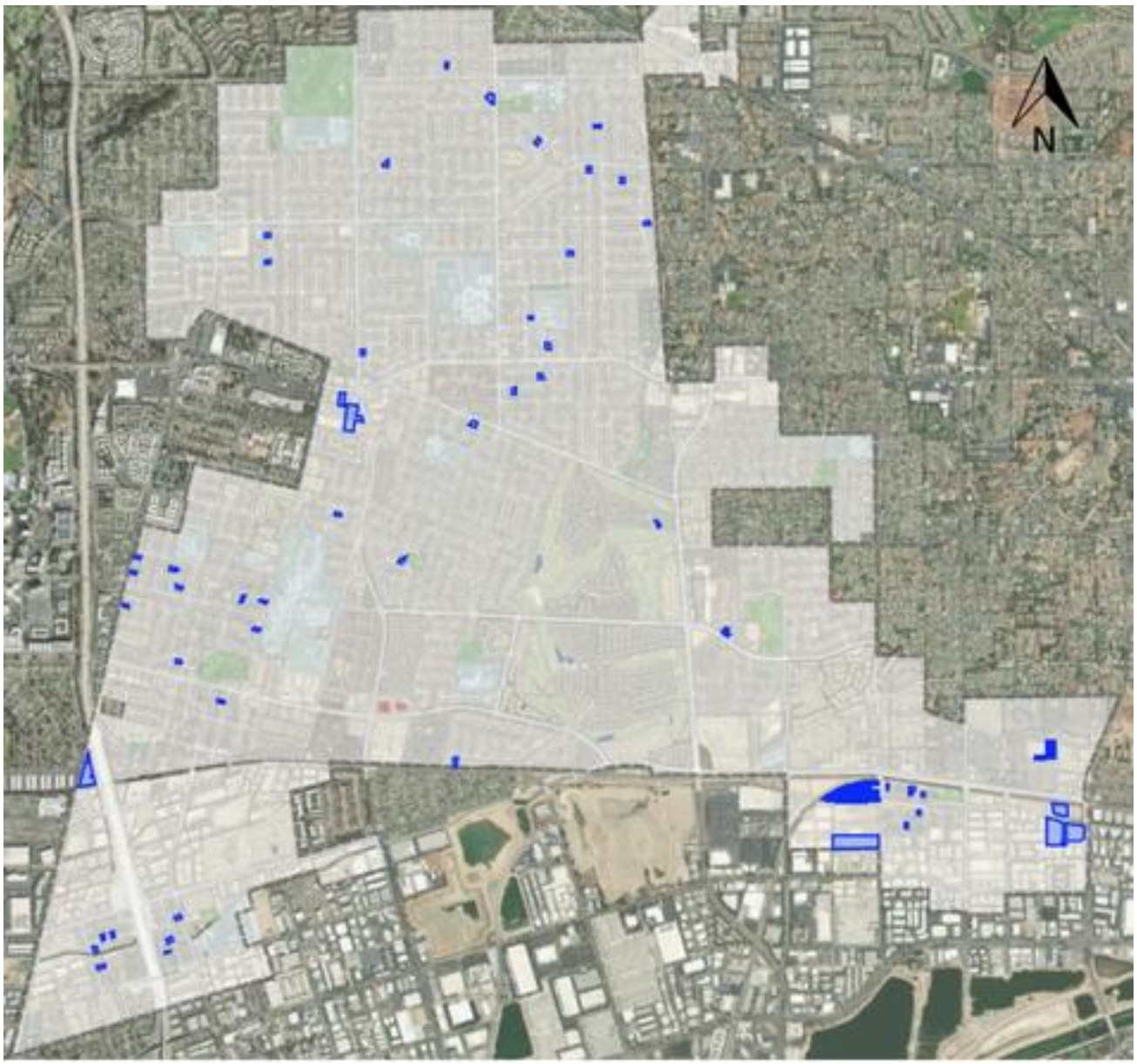
ENGINEER'S REPORT 2025
LANDSCAPE MAINTENANCE DISTRICT 92-1

Exhibit B

Current LMD 92-1 Assessment Map



Proposed Annexations to LMD 92-1



CITY OF PLACENTIA

ENGINEER'S REPORT

Landscape Maintenance District No. 92-1

Fiscal Year 2025-26

Landscape Maintenance District No. 92-1

June 2025

Intent Meeting: May 20, 2025

Public Hearing: June 17, 2025

ENGINEER'S REPORT AFFIDAVIT

City of Placentia

Landscape Maintenance District 92-1

For Fiscal Year 2025-26

City of Placentia,

County of Orange, State of California

This Report describes the City of Placentia Landscape Maintenance District 92-1 and proposed changes or modifications related thereto including the improvements, budgets, parcels, and assessments to be levied for Fiscal Year 2025-26 pursuant to the City's Resolution of Intention. Reference is hereby made to the Orange County Assessor's maps for a detailed description of the lines and dimensions within District. The undersigned respectfully submit the enclosed report as directed b the City Council.

Date this 29 day of May, 2025.

By: Chris Tanio (May 29, 2025 10:19 PDT)

Chris Tanio, PE

Director of Public Works/City Engineer

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INTRODUCTION

The City of Placentia (the "City") services and maintains perimeter and median landscaping, and other improvements ("Improvements") to various parts of the City. In order to fund the maintenance and operation (the "Services") of these projects and improvements, the City has formed Landscape Maintenance District No. 92-1, ("District"). This Engineer's Report ("Report") was prepared to establish the budget for the Improvements (as described below) that will be funded by the 2025-26 assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIIID of the California Constitution (the "Article").

ENGINEER'S REPORT AND CONTINUATION OF ASSESSMENTS

The assessment has been continued for over 20 years. In each subsequent year for which the assessments will be continued, the Placentia City Council (the "Council") must direct the preparation of an Engineer's Report, budgets, and proposed assessments for the upcoming fiscal year. After the report is completed, the City Council may preliminarily approve the Engineer's Report and the continued assessments and establish the date for a public hearing on the continuation of the assessments. Accordingly, this Engineer's Report (the "Report") was prepared pursuant to the direction of the City Council.

As required by the Act, this Report includes plans and specifications, a diagram or map of the District, the benefits received by property from the Improvements within the District, and the method of assessment apportionment to lots and parcels within the District.

If the Council approves this Engineer's Report and the continuation of the Assessments by resolution, a notice of public hearing must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is typically used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the Assessments. This hearing is currently scheduled for June 17, 2025. At this hearing, the Council will consider approval of a resolution confirming the continuation of the Assessments for Fiscal Year 2025-26. If so confirmed and approved, the Assessments would be submitted to the Orange County Auditor/Controller for inclusion on the property tax rolls for Fiscal Year 2025-26.

LEGISLATIVE ANALYSIS

PROPOSITION 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996, and is now Article XIIIC and XIIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services and improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V SANTA CLARA COUNTY OPEN SPACE AUTHORITY (2008) 44 CAL. 4TH 431

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA"). This ruling is significant in that the Court clarified how Proposition 218 made changes to the determination of special benefit. The Court also found that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Improvement District
- The assessment paid by property should be proportional to the special benefits it receives from the Improvements.

This Engineer's Report and the process used to establish the continuation of the assessments for fiscal year 2025-26 are consistent with the SVTA decision and with the requirements of Article XIIIC and XIIID of the California Constitution based on the following factors:

The District is drawn to include the entire City, although only parcels deriving special benefits are included in the assessment rolls. Thus, zones of benefit are not required, and the assessment revenue derived from real property in the District is expended only on the Improvements in the District.

The Improvements which are constructed and maintained with assessment proceeds in the District are located in close proximity to the real property subject to the assessment. The Improvements provide landscaping and other services to the residents of such assessed property. The proximity of the Improvements to the assessed parcels provides a special benefit to the parcel being assessed pursuant to the factors outlined by the Supreme Court in that decision.

Due to their proximity to the assessed parcels, the Improvements financed with assessment revenues in the District benefit the properties in that District in a manner

different in kind from the benefit that other parcels of real property in the City derive from such Improvements, and the benefits conferred on such property in the District are more extensive than a general increase in property values.

The assessments paid in the District are proportional to the special benefit that each parcel within that Assessment District receives from the Improvements because:

The specific landscaping Improvements and maintenance and utility costs thereof in the District are specified in this Report; and

Such Improvement and maintenance costs in the District are allocated among different types of property located within the District, and equally among those properties which have similar characteristics, such as single-family residential parcels, multi-family residential parcels, commercial parcels, industrial parcels, etc.

DAHMS V. DOWNTOWN POMONA PROPERTY (2009) 174 CAL. APP. 4TH 708

In Dahms v. Downtown Pomona Property ("Dahms") the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

BONANDER V. TOWN OF TIBURON (2009) 180 CAL. APP. 4TH 103

Bonander v. Town of Tiburon ("Bonander"), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE (2010) 184 CAL. APP. 4TH 1516

Steven Beutz v. County of Riverside ("Beutz") the Court overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified, and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO (2011) 199 CAL. APP. 4TH 416

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

COMPLIANCE WITH CURRENT LAW

This Engineer's Report is consistent with the SVTA decision and with the requirements of Article XIIIC and XIIID of the California Constitution because the Improvements to be funded are clearly defined; the benefiting property in the District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the District and such special benefits provide a direct advantage to property in the District that is not enjoyed by the public at large or other property.

This Engineer's Report is consistent with Beutz, Dahms and Greater Golden Hill because the Improvements will directly benefit property in the District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with Bonander because the Assessments have been apportioned based on the overall cost of the Improvements and Services proportional to the special benefit to each property, rather than the proportional cost to the District to provide the Improvements to specific properties.

PLANS & SPECIFICATIONS

The City maintains landscaping and other improvements in locations within the District's boundaries. The work and improvements to be undertaken by the Landscape Maintenance District No. 92-1 and the cost thereof paid from the levy of the annual Assessment provide special benefit to Assessor Parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972, (the "Act") the work and improvements are generally described as follows:

ENTRANCE SIGNS

The entrance signs with landscape improvements to be maintained are to be located at the following locations within the District:

- Central Avenue at Chapman Avenue (n/e corner)
- Central Avenue at Gordon Drive
- Central Avenue at Buck Place
- Buena Vista Street at Dressel Drive
- Buena Vista Street at Petry Drive
- Alta Vista Street at Chang Drive
- Alta Vista Street at Swail Drive
- Alta Vista Street at Tebay Drive

ISLANDS

The landscaped islands to be maintained by the District are located as follows:

- Kraemer Blvd. from Alta Vista Street to n/o City Hall
- Connecticut Way e/o Kraemer Blvd
- Rose Drive from Alta Vista Street to Buena Vista Street

PARKWAY VISTAS

The landscaped parkway vistas to be maintained by the District are located as follows:

- Kraemer Blvd. e/s (n/o City Hall to Connecticut Way)
- Kraemer Blvd. e/s (Connecticut Way to Alta Vista St.)
- Alta Vista Street n/s (from 900' w/o to 800' e/o Dunnavant Dr.)
- Alta Vista Street n/s (Rose Dr. to Jefferson St.)
- Alta Vista Street n/s (Jefferson St. to Van Buren St.)
- Alta Vista Street s/s (Kraemer Blvd. to All America Way)

- Alta Vista Street s/s (Central Ave. to Dunnavant Dr.)
- Alta Vista Street s/s (Dunnavant Dr. to Rose Dr.)
- Alta Vista Street s/s (Rose Dr. to Jefferson St.)
- Alta Vista Street s/s (Jefferson St. to Van Buren St.)
- Rose Drive w/s (Alta Vista St. to 500'+ n/o Orangethorpe Ave.)
- Rose Drive e/s (Alta Vista St. to north boundary of Shopping Center)
- Rose Drive e/s (Alta Vista St. to 200' s/o Castner Dr.)

UNOCAL/FIELDSTONE OIL WELL LOTS – RIGHT-OF-WAY SCREEN PLANTING

The landscaped screen planting areas to be maintained by the District are located as follows:

- Dressel Drive / Howard Place
- Mykannen Circle / Cisneros Lane
- Tidland Circle
- Nevin Lane / Tucker Place
- Nevin Lane / Evans Lane
- Gerhold Lane
- Hill Street / Granger Drive
- Larson Lane / Evans Lane

STREET RIGHT-OF-WAY LANDSCAPING

The street landscaping to be maintained by the District is located as follows:

- Jefferson Street e/s (Alta Vista St. to Garten Dr.)
- Buena Vista s/s (320'± w/o Petry Dr. to 500'± e/o Dressel Dr.)
- Van Buren Street w/s (750' n/o Alta Vista St. to Orchard Dr.)
- Chang Drive (Alta Vista St. to Evans Ln.)
- Dressel Drive (Buena Vista St. to Munoz Pl.)
- Central Avenue (Alta Vista St. to Chapman Ave.)
- Chapman Avenue (Central Ave. to 1130'± east)
- Chapman Avenue (Mission Way to All America Way)
- All America Way w/s (City Hall to Alta Vista St.)
- All America Way e/s (Chapman Ave. 100'± s/o Dartmouth Dr.)
- Van Buren Street e/s (Richfield Channel to 200' s/o Alta Vista St.)
- Dunnavant Drive (Alta Vista to 1300'± south) (does not include Lot "F", Tract 15139)
- Other minor areas that front non-contiguous assessed parcels

EASEMENTS – PUBLIC STORM DRAIN AND SEWER

Landscaped easements to be maintained by the District are located as follows:

- At various locations within TM 14161 (Fieldstone and Van Daele Tracts and TM 15699 Placentia Development Company)
- Does not include Lot "F," Tract 15139

PLACENTIA CHAMPIONS SPORTS COMPLEX

Maintenance and service may include (but is not limited to) the following[1]:

- Payments for electrical energy and water usage
- Repair, replacement or enhancement of community building, parking lots, fencing, signage, lighting and fixed recreational structures such as playgrounds, play fields, courts, walkways, dugouts, bleachers, scoreboards, restrooms, drinking fountains, picnic tables and shelters, and ancillary items such as storage and utility structures
- Irrigation, cultivation, pest control and replacement of plant material, trees, shrubs, ground cover, turf, supplies
- Personnel, utility, and equipment costs
- Contract services where applicable.

Installation, maintenance and servicing of Improvements, may include, but are not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, sidewalks, parking lots, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, other recreational facilities, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

As applied herein, "Installation" means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways and drainage, lights, playground equipment, play courts, playing fields, recreational facilities and public restrooms.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing,

[1] For Fiscal Year 2024-25, none of the expenditures shown in Table 1 are for the Placentia Champions Sports Complex. See Note "A" under Table 1 for more details.

or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets & Highways Code §22526).

Modifications to the District structure could include, but are not limited to, substantial changes or expansion of the Improvements provided, substantial changes in the service provided, modifications or restructuring of the District including annexation or detachment of specific parcels, revisions in the method of apportionment, or proposed new or increased assessments.

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses.

FISCAL YEAR 2025-26 ESTIMATE OF COST AND BUDGET

BUDGET FOR FISCAL YEAR 2025-26

The 1972 Act provides that the total costs for providing the maintenance and servicing of the District Improvements and facilities can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing, and all other costs identified with the District proceedings.

An estimate of District costs for fiscal year 2025-26 for the maintenance and servicing of the Improvements is provided below.

Table 1 – FY 2025-26 Estimate of Costs

Expenditure Item	Amount
Salaries & Benefits	118,367
Landscaping	82,500
Telephone/Internet	16,000
Public Notice	2,000
Maintenance Expenses/Supplies	2,000
Electricity	20,000
Water	200,000
Estimated Expenditures	**440,867**
Revenue Item	**Amount**
Direct Benefit Assessments	457,992
General Fund Contribution	-
Estimated Revenues	**$457,992**
Budget Allocation to Parcels	
Assessment per Assessment Unit (AU)C	$154.87
Total Assessment Units (AUs)	2,957.27
Total Assessment Budget	457,992

Notes to Estimate of Costs:

A. The total estimated expenses for this Fiscal Year do not include the following maintenance and operating costs for the Placentia Sports Champion Complex: $53,454 for landscape and general maintenance plus $14,005 for restroom janitorial services. These costs, totaling $67,459 (or approximately 15% of the total assessment district's annual expenses) are covered by the City's General Fund.

B. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the Fiscal Year, June 30, must be carried over to the next Fiscal Year. The District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining balance would either be placed in the reserve fund, the capital improvement fund, or would be used to reduce future years' assessments.

C. The rate shown here is for an Assessment Unit (single family home or its equivalent). For the definition of the term AU and rates for other types of property, see the section titled, "Method of Assessment" and the sections following it in this report.

METHOD OF ASSESSMENT APPORTIONMENT

This section of the Engineer's Report explains the benefits to be derived from the Improvements and the methodology used to apportion the total assessment to properties within the District.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the Assessment is based upon the relative special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The Assessment is apportioned to lots and parcels in proportion to the relative special benefit from the Improvements. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

DISCUSSION OF BENEFIT

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Proposition 218, as codified in Article XIIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must exceed the cost of the assessment:

> *"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:

A. Proximity to Improved Landscaped Areas and Other Public Improvements within the District.
B. Access to Improved landscaped areas and Other Public Improvements within the District.
C. Improved Views within the District.
D. Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.
E. Creation of individual lots for residential and commercial use that, in absence of the Assessments, would not have been created.

In this case, the recent SVTA v. SCCOSA decision provides enhanced clarity to the definitions of special benefits to properties from similar improvements in three distinct areas:

- Proximity
- Expanded or improved access
- Views

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

> *The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).*

Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments.

Moreover, the Dahms decision further clarified that certain services and improvements funded by assessments, that are over and above what otherwise would be provided and that other property in general and the public do not share or receive are 100% special benefit. The assessment-funded services upheld by Dahms included streetscape maintenance and security services.

SPECIAL BENEFIT

The special benefits from the Improvements are further detailed below:

PROXIMITY TO IMPROVED LANDSCAPED AREAS WITHIN THE DISTRICT

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the Assessments, the Improvements would not be provided and the public improvements funded in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the Assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

ACCESS TO IMPROVED LANDSCAPED AREAS WITHIN THE DISTRICT

Since the parcels in the District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved landscaping areas and other public improvements that are provided by the Assessments. This is a direct advantage and special benefit to property in the District.

IMPROVED VIEWS WITHIN THE ASSESSMENT DISTRICTS

The City, by maintaining permanent public improvements funded by the Assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

EXTENSION OF A PROPERTY'S OUTDOOR AREAS AND GREEN SPACES FOR PROPERTIES WITHIN CLOSE PROXIMITY TO THE IMPROVEMENTS

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial and other benefiting properties in the District do not have large outdoor areas and green spaces. The Improvements within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct

advantage and special benefit of properties in the District because such properties have uniquely good and close proximity to the Improvements.

CREATION OF INDIVIDUAL LOTS FOR RESIDENTIAL AND COMMERCIAL USE THAT, IN ABSENCE OF THE ASSESSMENTS, WOULD NOT HAVE BEEN CREATED

In most of the District, the original owner/developer(s) of the property within the District agreed unanimously to the Assessments. The Assessments provide the necessary funding for public improvements that were required as a condition of development and subdivision approval. Therefore, such Assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed of the Assessments through the title reports, and in some cases, through Department of Real Estate "White Paper" reports that the parcels were subject to assessment. Purchase of property was also an "agreement" to pay the Assessment. Therefore, in absence of the Assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the Assessments.

GENERAL VERSUS SPECIAL BENEFIT

Article XIIIC of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

Total Benefit	=	General Benefit	+	Special Benefit

There is no widely accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The Assessment will fund Improvements "over and above" this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to Real Property Outside the Assessment District	+	Benefit to Real Property Inside the Assessment District is Indirect and Derivative	+	Benefit to the Public that at Large

Special benefit, on the other hand, is defined in the state constitution as "a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large." The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it "receives a direct advantage from the improvement (e.g., proximity to a park)." In these Assessments, as noted, properties in the District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special and is only minimally received by property outside the Districts or the public at large.

BENEFIT FINDING

The District contains the Placentia Champions Sports Complex, which is distinct from other landscape improvements in the District. Due to significantly different characteristics between the two types of improvements, benefits will be discussed and calculated separately under the categories of "Park Improvements" and "Landscaping Improvements."

PARK IMPROVEMENTS - QUANTIFICATION OF GENERAL BENEFIT

In this section, the general benefit from park Improvements is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment. This Park section is focused on the Placentia Champions Sports Complex. Other District Improvements are discussed below in "Landscaping Improvements - Quantification of General Benefit."

BENEFIT TO PROPERTY OUTSIDE THE ASSESSMENT DISTRICTS

For the purposes of calculating benefit to properties outside the District, the Park will be considered as a neighborhood park insomuch as it provides amenities for nearby properties. While it functions as a community (or even regional) facility for organized sports such as baseball and soccer, the general benefit derived from those activities will be discussed under the "Benefit to the General Public" below.

Properties within the District receive much of the special benefits from the park Improvements because properties in the District enjoy unique close proximity and access to the park Improvements that is not necessarily enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the park Improvements, but outside of the boundaries of the District, may receive some benefit from the park Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments.

Since the properties outside the District but within the effective proximity radii are not assessed for their benefits because they are outside of the area that can be assessed by the District, this is a form of general benefit to other property. A 50% reduction factor is applied to these properties because they are all on only one side of the Improvements and properties in the District enjoy the advantage of over twice the average proximity to the park Improvements. The general benefit to property outside of the District is calculated as follows with the parcel and data analysis:

Assumptions:

- 651 parcels outside the District but within 0.5 miles of the Park
- 2,212 parcels in the District
- 50% relative benefit compared to property within the District.

Calculation:

General Benefit to property outside the District = 651/(651+2,212)*0.5 = 11.37%

BENEFIT TO PROPERTY INSIDE THE ASSESSMENT DISTRICTS THAT IS INDIRECT AND DERIVATIVE

The "indirect and derivative" benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the Improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit "conferred on real property located in the district" A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 2.91% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

BENEFIT TO THE PUBLIC AT LARGE

The general benefit to the public at large can be estimated by the proportionate amount of time that the District's parks facilities are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. In this District, there is only one park facility: Placentia Champions Sports Complex ("Complex"). The Complex serves the needs of many people in two primary ways: as a neighborhood park serving nearby residents for shorter and more frequent visits; and as a community or regional park serving people from all over Placentia and the surrounding areas as a destination for organized sports such as soccer and baseball league play. The general benefit of the former was discussed above; the general benefit of the latter is discussed here.

When the Complex functions as a community or regional park, it becomes a destination for longer and less frequent visits (for example, scheduled league play). Of the five ways benefits are conferred (proximity, access, views, extension of a property's green space, and creation of lots), the community or regional function confers benefits only in the "access" and "extension of a property's green space" categories (proximity does not apply as these trips are from outside the District; people do not come for the views; and the facility was not tied to the creation of faraway lots). Therefore, the general benefit is no more than 40%. That figure, however, is reduced by the percentage that the community or regional park benefits property owners within the district (special benefit). The City estimates that approximately 71% of participants in these organized sports are from the City of Placentia. However, only 15.11% of Placentia parcels lie inside the district, so it is estimated that (15% of 71% =) 10.73% of the users are from within the District. Conversely, 89.27% are from outside the District. Therefore (40% x 89.27% =) 35.71% of the benefits from the Parks Improvements are general benefits to the public at large.

TOTAL PARK IMPROVEMENTS GENERAL BENEFITS

Using a sum of these three measures of general benefit, we find that approximately 49.98% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

	PARKS GENERAL BENEFIT CALCULATION	
	11.37%	(Outside the District)
+	2.91%	(Property within the District)
+	35.71%	(Public at Large)
=	49.99%	(Total General Benefit)

LANDSCAPING AND OTHER IMPROVEMENTS - QUANTIFICATION OF GENERAL BENEFIT

In this section, the general benefit from landscaping and other types of Improvements (other than park Improvements) is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

BENEFIT TO PROPERTY OUTSIDE THE ASSESSMENT DISTRICTS

Properties within the District receive almost all of the special benefits from the other Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis.

Since the properties outside the District but with frontage abutting the Improvements cannot be assessed by the District, this is a form of general benefit to other property. The primary way that parcels outside the district benefit by the Improvements is from views. Therefore, parcels that abut the landscape areas and are not separated from the Improvements by a privacy fence are counted for this general benefit. The general benefit to property outside of the District is calculated as follows:

ASSUMPTIONS:

- 22 parcels outside the District
- 2,212 parcels in the District

CALCULATION:

General Benefit to property outside the District
=
22/(22+2,212) = 0.99%

BENEFIT TO PROPERTY INSIDE THE ASSESSMENT DISTRICTS THAT IS INDIRECT AND DERIVATIVE

The "indirect and derivative" benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the other Improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the other Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit "conferred on real property located in the district" A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 2.91% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

BENEFIT TO THE PUBLIC AT LARGE

The general benefit to the public at large can be estimated by the proportionate amount of time that the District's other Improvements including landscaping are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. It should be noted that these other Improvements do not attract the public at large in the same way as park improvements – and they confer far less benefit to the public at large than do similar park improvements. In essence, the public does not visit an area to enjoy setback landscaping in the same way as they may visit a park.

One way to measure the special benefit to the general public is by the car trips through an area with Improvements. Of the five ways benefits are conferred (proximity, access, views, extension of a property's green space, and creation of lots), the only benefit that is conferred by way of pass-by car trips is views, which accounts for 10% of the total

benefits, since views are less critically important and are enjoyed much less often to the average non-resident driver than to a resident.

Next, the views factors are weighted by the relevant number of car trips. Using the lane miles as representative of pass-by traffic, an analysis shows that 90% of the lane miles are on arterial or collector streets where the general public has views of the landscaping. Therefore (90% of 10% =) 9.0% of the benefits from the other Improvements are general benefits to the public at large.

TOTAL OTHER IMPROVEMENTS GENERAL BENEFITS

Using a sum of these three measures of general benefit, we find that approximately 12.89% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

LANDSCAPING GENERAL BENEFIT CALCULATION		
	0.99%	(Outside the District)
+	2.91%	(Property within the District)
+	9.00%	(Public at Large)
=	12.90%	(Total General Benefit)

TOTAL COMBINED GENERAL BENEFITS

The total general benefit for Parks is 49.98% and for Landscaping and other Improvements is 12.89%. However, none of the District budget is for Parks – all of the budget is currently allocated for Landscaping and other Improvements. Therefore, using those proportions to calculate a weighted average of the general benefits for each type of Improvement, the resulting total combined general benefit is (0 x 49.98%) + (1.00 x 12.90%) = 12.90%.

Although this analysis finds that 12.90% of the assessment may provide general benefits from the Improvements, the Assessment Engineer establishes a requirement for a minimum contribution from sources other than the assessments of 13%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

FINAL STEP – CALCULATE THE CURRENT GENERAL BENEFIT CONTRIBUTION FROM THE CITY

This general benefit cannot be funded from the Assessments; it must be funded from other sources such as the City's General Fund or other non-District funds. These contributions can also be in the form of in-lieu contributions to the installation and maintenance of the Improvements such as other City assets that support and protect the Improvements. The City of Placentia will contribute both monetary and in-lieu resources to ensure that the general benefits conferred by the proposed Improvements are not funded by the District's Assessments.

A summary and quantification of these other contributions from the City is discussed below:

The City of Placentia owns, maintains, rehabilitates, and replaces curb and gutter along the border of the District Improvements. This curb and gutter serve to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the Improvements. The contribution from the City towards general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 5%.

The City owns and maintains a storm drainage system along the border of District Improvements. This system serves to prevent flooding and associated damage to the Improvements and manage urban runoff including local pollutants loading from the Improvements. The contribution from the City towards general benefit from the maintenance and operation of the local storm drainage system is conservatively estimated to be 5%.

The City owns and maintains local public streets along the border of the District Improvements. These public streets provide access to the Improvements for its enjoyment as well as efficient maintenance. The contribution from the City towards general benefit from the maintenance of local public streets is conservatively estimated to be 5%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this "annuity" can be used to offset general benefit costs and is conservatively estimated to contribute 10%.

The total General Benefit is liberally quantified at 13% which is entirely offset by the conservatively quantified total non-assessment contribution towards general benefit described above of 25%. Therefore, no additional General Benefit must be funded by the City.

METHOD OF APPORTIONMENT

The development of an Assessment methodology requires apportioning to determine the relative special benefit for each property. As the District was formed by a different engineer of record, the precise language from the most recent Engineer's Report is included below:

> *It has been determined that the improvements provide a specific and special benefit to all assessed parcels of land in the development area. Landscaping and irrigation of street rights-of-way, entryways, islands, sewer and storm drain easements, areas surrounding existing oil wells and the parkway vistas aesthetically enhances the development areas. The landscaped pedestrian corridor along Alta Vista Street also provides pedestrian access throughout the development area. The aesthetic enhancement and use of the parkway vistas increases the desirability of the properties located within the boundaries of the District mainly because of the property's close proximity and accessibility to the improvements. Therefore, maintenance of these public improvements renders a special and direct benefit to the parcels located throughout the District and the levy of a special assessment for the maintenance of the improvements is deemed appropriate.*
>
> *The method of apportionment (Method of Assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the landscape improvements within the District, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits.*
>
> *The assessment method used in spreading the annual landscape maintenance costs is based on an assessment unit (AU) factor as follows:*
>
> *Each* ***Single Family Detached Residential Unit*** *is considered to be one AU and is assessed the cost attributable to one AU.*
>
> ***Multi-Family Residential Units*** *are assessed 0.70 or 70% of an AU since they have a higher density than Single Family Detached Units (number of dwelling units/acres). The decrease in assessment is a direct result of the reduced amount of assessable acreage per Multi-Family Unit and the reduction in occupancy per unit.*
>
> *In converting* ***Developed Commercial, Industrial, Institutional and Other Non-Residential*** *properties to AUs, the factor used is based on the City of Placentia average single-family residential density of ten dwelling units per acre. Therefore, the parcels in this Class will be assessed 10 AU per acre or any portion thereof. These properties benefit from the maintenance of improvements because of the*

enhanced desirability resulting from well-kept landscape areas. Improved aesthetic appeal also increases the draw of businesses to purchase or lease property and the increased opportunity to draw clientele.

***Assessable Undeveloped Acreage** also benefits from the maintenance and service of landscape improvements. This benefit comes in the form of enhanced desirability due to the improved aesthetics of the area resulting from improvements. The enhanced aesthetics increases the desirability of the property to future homeowners and future commercial property owners or lessors. However, because the property is vacant, less use will be made of the improvements. It is reasonable to derive that vacant property, when compared to developed property, receives about half of the benefit of developed properties, therefore the Single-Family Residence acreage equivalent used for developed non- residential properties of 10 AU per acres is reduced to 5 AU per acre for undeveloped land.*[2]

Further clarification on the four benefit classes is provided below:

Class I - Single family detached residential, including condominium form of ownership of single-family detached dwellings.

Class II - Developed commercial, industrial, and institutional where a map or a building permit for construction has been issued as of March 15 of the prior Fiscal Year.

Class III – Multi-family residential and attached residential, approved project where a map has been recorded or a building permit for construction of dwelling units has been issued as of March 15 of the prior Fiscal Year.

Class IV – Undeveloped and all other properties that are not in Class I, II, or III regardless if they have been approved for future development or are in the process of securing development approval as of June 15 of the prior Fiscal Year[3]*.*

ANNUAL ASSESSMENT CALCULATION

For Fiscal Year 2025-26, the rate of Assessments for the District is not increased from prior years. The Calculations for maintenance, service and incidentals follows:

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[2] From the 2013-14 Engineer's Annual Levy Report, City of Placentia, Landscape Maintenance District No. 92-1, dated June 4, 2013

[3] From the 2013-14 Engineer's Annual Levy Report, City of Placentia, Landscape Maintenance District No. 92-1, dated June 4, 2013

Table 2 - Assessment Calculation

Class	Description	Quantity		AU Ratio Factor		Assessment Units
I	Single Family	2,180 parcels	x	1.00	=	**2,180.000 AU**
II	Comm, Industrial	27.927 acres	x	10.00	=	**279.270 AU**
III	Multi-Family	648 units	x	0.70	=	**453.600 AU**
IV	Undeveloped	8.88 acres	x	5.00	=	**44.400 AU**
		Total Assessment Units				**2,957.270 AU**

Proposed Assessment Rate
$457,992/2,957.27 = $154.87

Class Assessments				
Class I	Single Family	Each parcel is assessed at one assessment unit:		
		$154.87 x 1.0	=	$154.87 /Parcel
Class II	Comm, Industrial	Each Acre is assessed at 10 assessment units:		
		$154.87 x 10.00	=	$1,548.70 / Acre
Class III	Multi-Family	Each Unit is assessed at 0.70 assessment units:		
		$154.87 x 0.70	=	$108.41 /Unit
Class IV	Undeveloped	Each Acre is assessed at 5 assessment units:		
		$154.87 x 5.00	=	$774.35 /Acre

DURATION OF ASSESSMENT

The District was formed or annexed in previous years. It is proposed that the Assessments be continued every year after their formation or annexation, so long as the public Improvements need to be maintained and improved, and the City requires funding from the Assessments for these Improvements in the District. As noted previously, the Assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the City Council must hold an annual public hearing to continue the Assessment.

APPEALS OF ASSESSMENTS LEVIED TO PROPERTY

Any property owner who feels that the Assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the City of Placentia City Administrator or his or her designee. Any such appeal is limited to correction of an Assessment during the then-current Fiscal Year and applicable law. Upon the filing of any such appeal, the City Administrator or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Administrator or his or her designee finds that the Assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Administrator or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Administrator or his or her designee shall be referred to the Placentia City Council, and the decision of the City Council shall be final.

ASSESSMENT FUNDS MUST BE EXPENDED WITHIN THE DISTRICT AREA

The net available Assessment funds, after incidental, administrative, financing and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

ASSESSMENT

Whereas, the City of Placentia directed the undersigned engineer of Work to prepare and file a report presenting an estimate of costs, a Diagram for the District and an assessment of the estimated costs of the Improvements upon all assessable parcels within the District;

Now, Therefore, the undersigned, by virtue of the power vested in me under the Act, Article XIIID of the California Constitution, and the order of the Placentia City Council, hereby makes the following Assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the District.

The amount to be paid for said Improvements and the expense incidental thereto, to be paid by the District for the Fiscal Year 2025-26 is generally as follows:

Table 3 – FY 2025-26 Summary Cost Estimate

Salaries & Benefits		118,367
Operating Expenses		322,500
Total for Services	**$**	**440,867.00**
Less General Fund Contribution		0
Less Other Revenue		0
Net Amount of Assesments	**$**	**457,992.40**

As required by the Act, an Assessment Diagram of the District is hereto attached and incorporated herein by reference. The distinctive number of each parcel or lot of land in the District is its Assessor Parcel Number, appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Estimate of Cost and Method of Assessment in the Report.

The Assessment is made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Orange for the Fiscal Year 2025-26. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby will place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the Fiscal Year 2025-26 for each parcel or lot of land within the District.

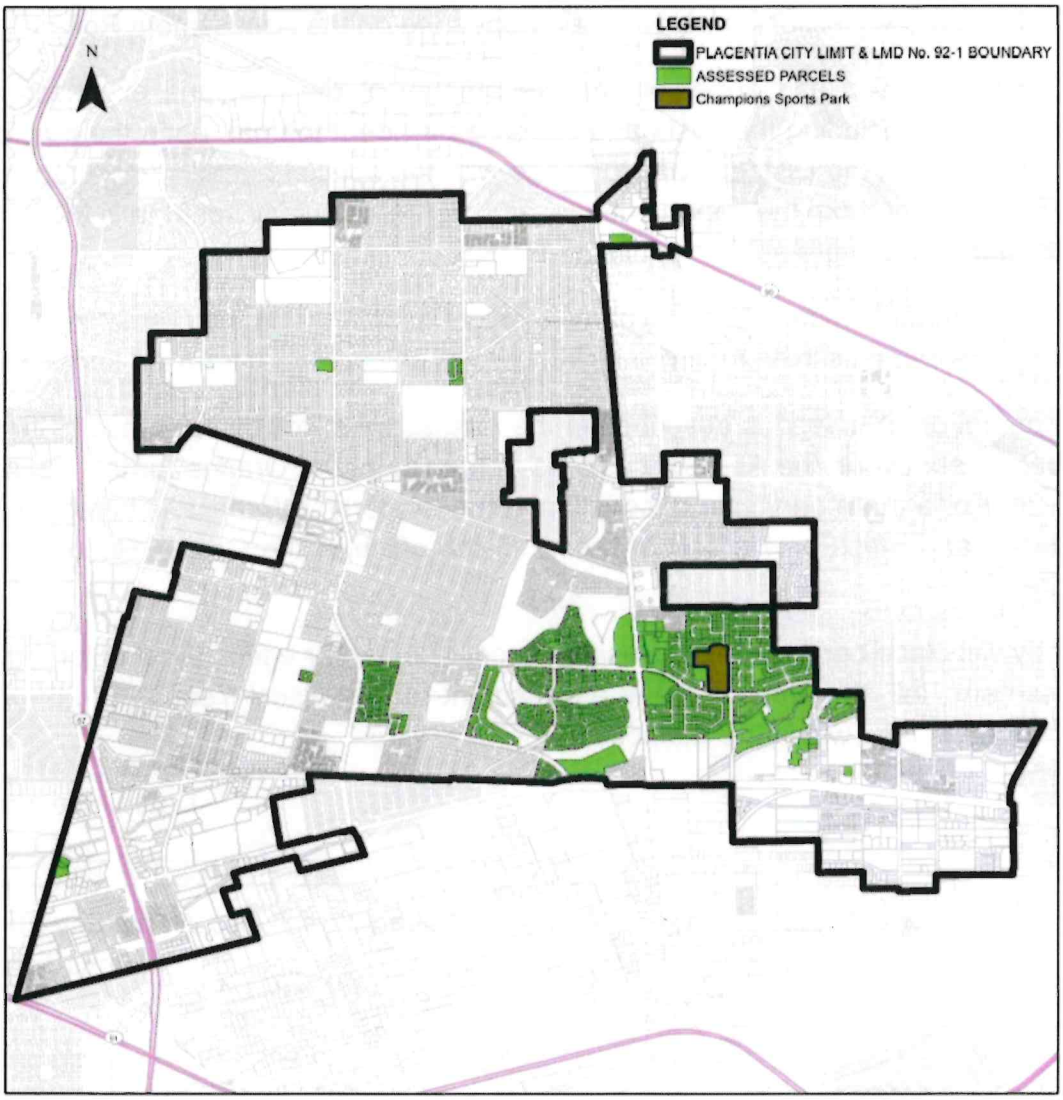
Date: June 17, 2025

Chris Tanio (May 29, 2025 10:19 PDT)

Director of Public Works/City Engineer
Chris Tanio, PE

ASSESSMENT DIAGRAM

The District boundary is conterminous with the City Limits. The parcels to be assessed in Landscape Maintenance District No. 92-1 are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Placentia and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions as shown on the maps of the Assessor of the County of Orange, for Fiscal Year 2025-26, and are incorporated herein by reference, and made a part of this Diagram and this Report.



ASSESSMENT ROLL

An Assessment Roll (a listing of all parcels assessed within the District and the amount of the Assessment) will be filed with the City Clerk and is, by reference, made part of this Report and is available for public inspection during normal office hours at the City Hall at 401 East Chapman Avenue, Placentia, California 92870.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference, made part of this Report. These records shall govern all details concerning the description of the lots or parcels.

Agenda Item No: 2.e

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 21, 2026

Submitted by: Joe Lambert

From: Development Services

Subject:

APPEAL OF THE DECISION OF THE PLANNING COMMISSION TO REVOKE SHORT-TERM RENTAL PERMITS STR 2020-10 AND STR 2020-11 AND ASSOCIATED BUSINESS LICENSES FOR PROPERTY LOCATED AT 607 ENCINITAS WAY, UNITS A & C

Financial Impact:

Fiscal Impact:

Recovery of $17,797.83 in Transient Occupancy Tax owed. Potential for approximately $15,000 in additional annual Transient Occupancy Tax revenue if the STR permits are reinstated.

Summary:

At the regular meeting of March 10, 2026, the Planning Commission upheld the decision of the Director of Development Services to revoke Short-Term Rental permits STR 2020-10 and STR 2020-11 and associated business licenses for property located at 607 Encinitas Way, Units A and C. The applicants, Alexander and Celenia Perez, filed a timely appeal of the Planning Commission decision and the appeal request will be considered by the City Council. Since filing their appeal request, the applicants expressed a willingness to sign an agreement to pay the outstanding Transient Occupancy Tax (TOT) owed to the City of Placentia, see Attachment 1.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing concerning revocation of Short-Term Rental permits STR 2020-10 and STR 2020-11 and associated business licenses for property located at 607 Encinitas Way, Units A & C; and
2. Receive the Staff Report, consider all Public Testimony, ask any questions of Staff; and
3. Close the Public Hearing; and
4. Find that this action is not subject to CEQA pursuant to State CEQA Guidelines § 15321 (Class - 21 Enforcement Actions by Regulatory Agencies); and
5. Approve the agreement between the City of Placentia and Alexander/Celenia Perez in which outstanding Transient Occupancy Tax (TOT) owed to the City of Placentia would be paid. Authorize the City Administrator or her designee to finalize said agreement; and approve the appeal and reverse the Planning Commission revocation of Short-Term Rental

Permits STR 2020-10 and STR 2020-11 and reinstate associated business licenses for the property located at 607 Encinitas Way, Units A and C.

Strategic Plan Statement:
This item is consistent with Strategic Goal 4 (Economic Development), as this item will directly result in recovery of $17,797.83 in Transient Occupancy Tax owed, with potential for approximately $15,000 in additional annual Transient Occupancy Tax revenue if the STR permits are reinstated.

Discussion:
Short-Term Residential Rentals (STRs) within the City of Placentia are regulated pursuant to Placentia Municipal Code (PMC) Chapter 6.45, which establishes requirements for registration, business licensing, and the collection and remittance of Transient Occupancy Tax (TOT). Violations of Chapter 6.45 may result in enforcement actions, including revocation of Short-Term Rental permits and associated business licenses.

On March 10, 2026, the Planning Commission of the City of Placentia conducted proceedings to consider an appeal of the Director of Development Services' decision to revoke Short-Term Rental permits STR 2020-10 and STR 2020-11 for properties located at 607 Encinitas Way, Units A and C. Following consideration of the staff report and testimony, the Planning Commission denied the appeal and upheld the revocation of the Short-Term Rental permits, see Attachment 3. The Planning Commission decision has been appealed in accordance with the provisions of Placentia Municipal Code Chapter 6.45.160(b), and the appeal request will be considered by the City Council.

STR 2020-10 and STR 2020-11 regarding 607 Encinitas Way Units A and C were revoked due to a documented history of violations of the Placentia Municipal Code. Pursuant to PMC Section 6.45.160(a), a Short-Term Rental permit and associated business license may be revoked if the Director of Development Services determines that the licensee has failed to comply with the requirements of Chapter 6.45. Specifically, revocation may occur upon three violations of Chapter 6.45 pertaining to any combination of premises owned by the owner or managed by the owner's managing agency or agent within any 12-month period.

City records reflect a history of enforcement beginning in 2020, including violations related to Short-Term Rental registration requirements, business licensing, and the submission of required TOT forms and payments. Despite repeated notices and administrative citations, the required documentation and payments were not provided in a timely manner or consistently as indicated:

- 03/12/20 - $100.00 administrative citation issued to Celenia Perez for failing to register 607A as a STR after being warned by City Staff of the requirements.
- 03/12/20 - $100.00 administrative citation issued to Celenia Perez for failing to register 607C as a STR after being warned by City Staff of the requirements.
- 03/12/20 - Notice of violation issued to Alexander Perez for registration required for STR and business license required for units A and C.
- 08/11/21 - Notice of violation issued to Alexander Perez for business license required.
- 08/31/21 - $100.00 administrative citation issued to Alexander Perez for failing to obtain a business license for the STR.
- 01/24/22 - Notice of violation issued to Celenia Perez for failing to submit TOT for several quarters year 2020 and 2021.
- 02/14/22 - $100.00 administrative citation issued to Celenia Perez for failing to submit

required TOT forms
- 03/01/22 - $200.00 administrative citation issued to Celenia Perez for failing to submit required TOT forms
- 03/29/22 - $500.00 administrative citation issued to Celenia Perez for failing to submit required TOT forms
- 06/26/24 - $1,000.00 administrative citation issued to Celenia Perez for failing to submit required TOT forms for years 2021-2024.
- 08/15/24 - $1,000.00 administrative citation issued to Celenia Perez for failing to submit required TOT forms for years 2021-2024.

The information above indicates numerous violations which occurred over multiple years and involved repeated failures to comply with Short-Term Rental operational requirements, including payment of TOT obligations. The three citations issued in 2020 were later dismissed at the direction of the Director of Development Services. That decision several years ago was made in an attempt to give the STR operator a “clean slate” and ample opportunity to fully come into compliance with the City Code. Notwithstanding a waiver of 2020 violations, additional violations listed in 2021, 2022, and 2024 provide the City more than adequate grounds for revocation.

Regarding the payment of TOT owed, the Director of Development Services and Finance Director have made multiple attempts to work with the STR operator to create a payment plan for all TOT owed. As noted in Attachment 2, the City was willing to allow the missing TOT payments to be paid back within a one-year time period or similar arrangement. All of Staff’s attempts to secure a reasonable payment schedule for TOT owed failed. The attached e-mail correspondence clearly documents that non-compliance will eventually lead to revocation.

At the regular meeting of March 10, 2026, the Planning Commission upheld the decision of the Director of Development Services to revoke Short-Term Rental permits STR 2020-10 and STR 2020-11 and associated business licenses. The applicants appealed the Planning Commission decision, and the appeal request is now before the City Council. Concurrent with filing their City Council appeal request, the applicants expressed a willingness to sign an agreement to pay the outstanding Transient Occupancy Tax (TOT) owed to the City of Placentia, see Attachment 1. $17,797.83 in TOT would be paid over 24 months, and with reinstated STR permits, the applicants will be able to generate ongoing TOT revenue for the City, in addition to paying back the fully owed amount of TOT. It should be noted that once executed, the agreement between the City of Placentia and the applicants will waive all other penalties and citations. As long as the applicants adhere to the agreement, the subject STRs will be considered to be Code compliant.

Attachments

2.E-mail Correspondence.pdf
3.Planning Commission Minutes March 10, 2026 Draft.pdf
1.Short Term Rental Promissory Note.docx

From:	Joseph Lambert
To:	"Alexander Perez"
Cc:	"celenia.perez@vadorsalinc.com"; Jerry Griggs; Daniel Pivaroff; Monica Mariscal; Kristi J. Smith
Subject:	RE: 607 Encinitas Way TOT
Date:	Tuesday, January 6, 2026 9:43:00 AM
Attachments:	image001.png image004.png image005.png
Importance:	High

Good morning Alexander,
This correspondence shall serve as a reminder that the City of Placentia is demanding the total amount due in Transient Occupancy Tax ($17,797.83) to be paid no later than January 9, 2026. Alternatively, a payment plan for the aforementioned owed amount may be agreed upon by the same date, January 9, 2026. The City is not offering additional extensions. Again, failure to pay $17,797.83 by January 9, 2026, **AND/OR** failure come to an agreement on a payment plan by January 9, 2026, **will** cause the City **not to** waive nor dismiss the outstanding citations, fees, and penalties owed in addition to the Transient Occupancy Tax owed. Also, Code Enforcement will continue to cite you for Transient Occupancy Tax owed if the aforementioned deadline is not met. If there are further violations, you will be cited and fined.
Your Short-Term Rental permits will also be revoked if the owed Transient Occupancy Tax is not paid and/or a payment plan is not agreed to by January 9, 2026. If your Short-Term Rental permit(s) are revoked, the City currently has a moratorium (prohibition) on issuing additional Short-Term Rental permits so there is a chance the property(ies) could no longer be used as a short-term rental again. If the permit(s) are revoked, you will not be making any short-term rental income, and you will still be responsible to pay 100% of the Transient Occupancy Tax owed
I want to be clear that although a revoked Short-Term Rental permit can potentially be appealed, the $17,797.83 owed Transient Occupancy Tax is not appealable. Meaning that if your permits are revoked and you appeal, only the Short-Term Rental permit(s) revocation would be considered, the owed Transient Occupancy Tax would not be under consideration during an appeal. In short, you will likely end up owing the $17,797.83 owed Transient Occupancy Tax no matter what. If your permits are revoked, the City will still seek the $17,797.83 owed Transient Occupancy Tax as well as any other owed Transient Occupancy Tax beyond that amount, even if an appeal is filed.
Since City Hall is closed every Friday, I suggest you correspond with Mr. Jerry Griggs no later than January 8, 2026.
Thank you,

Joe Lambert | Director of Development Services | Development Services Department
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
phone: (714) 993-8234 | fax: (714) 961-0283 | e-mail: jlambert@placentia.org

From: Joseph Lambert
Sent: Tuesday, November 25, 2025 8:32 PM
To: 'Alexander Perez' <alexander.perez@vadorsalinc.com>
Cc: celenia.perez@vadorsalinc.com; Jerry Griggs <jgriggs@placentia.org>; Daniel Pivaroff <dpivaroff@placentia.org>; Monica Mariscal <mmariscal@placentia.org>
Subject: RE: 607 Encinitas Way TOT
Importance: High

Alexander,
The City of Placentia is demanding the total amount due in Transient Occupancy Tax ($17,797.83) to be paid no later than January 9, 2026. Alternatively, a payment plan for the aforementioned owed amount may be agreed upon by the same date, January 9, 2026. Since offers have been made by the City for several months, the City is not offering additional extensions.
Failure to pay $17,797.83 by January 9, 2026, **AND/OR** failure come to an agreement on a payment plan by January 9, 2026, **will** cause the City **not to** waive nor dismiss the outstanding citations, fees, and penalties owed in addition to the Transient Occupancy Tax owed. Also, Code Enforcement will continue to cite you for Transient Occupancy Tax owed if the aforementioned deadline is not met. Your Short-Term Rental permits will also be revoked if the owed Transient Occupancy Tax is not paid and/or a payment plan is not agreed to. If your Short-Term Rental permit(s) are revoked, the City currently has a moratorium (prohibition) on issuing additional Short-Term Rental permits so there is a chance the property(ies) could no longer be used as a short-term rental again. Again, there is **no possibility** of an extension past January 9, 2026, to pay outstanding Transient Occupancy Tax or to come to an agreement on a payment plan.

Thank you,

Joe Lambert | Director of Development Services | Development Services Department
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
phone: (714) 993-8234 | fax: (714) 961-0283 | e-mail: jlambert@placentia.org

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From: Alexander Perez <alexander.perez@vadorsalinc.com>
Sent: Monday, November 17, 2025 9:47 AM
To: Joseph Lambert <jlambert@placentia.org>
Cc: celenia.perez@vadorsalinc.com; Jerry Griggs <jgriggs@placentia.org>; Daniel Pivaroff <dpivaroff@placentia.org>; Monica Mariscal <mmariscal@placentia.org>
Subject: Re: 607 Encinitas Way TOT

EMAIL FROM EXTERNAL SOURCE

Don't reply, click on a link or open an attachment unless you recognize the sender and know the content to be safe. If you believe this email to be unsafe, please use the Report Phish button in Outlook and notify the IT department.

Joseph and team,

Thank you for the additional time provided. We have been managing this situation internally to determine the most viable path forward for us. As the total Transient Occupancy Tax amount is substantial, our priority is to avoid placing an undue financial burden on our business.

To begin addressing the outstanding requirements, we will start processing all the

quarterly periods for which TOT forms are owed and will submit the corresponding documentation.

Regarding the remaining disputed financial amount, we respectfully request additional time to manage this aspect as thoroughly and responsibly as possible. We are actively exploring all potential avenues and alternatives to best meet this obligation.

We appreciate your understanding and consideration as we work to finalize our position and proposed resolution.

Below you will find the breakdown of the quarters that are outstanding. Please let me know if you have any questions.

Year	Quarter	Unit	Amount	Taxes
2021	Q4	A	$ -	$ -
2021	Q4	C	$ 6,844.66	$ 684.47
2022	Q1	A	$ -	$ -
2022	Q1	C	$ 7,606.84	$ 760.68
2022	Q3	A	$10,112.84	$1,011.28
2022	Q3	C	$ 8,570.28	$ 857.03
2022	Q4	A	$ 8,713.49	$ 871.35
2022	Q4	C	$ 7,595.20	$ 759.52
2023	Q1-Q3	A	$16,686.03	$1,668.60
2023	Q1-Q3	C	$19,020.99	$1,902.10
			Total:	**$8,515.03**

Regards,

Alexander J Perez
714-454-8734



On Wed, Nov 12, 2025 at 6:01 PM Joseph Lambert <jlambert@placentia.org> wrote:

Hello Celenia and Alexander,

The City of Placentia is requesting an answer to the offer made to you by Mr. Jerry Griggs on October 2, 2025. Please respond no later than 5pm Pacific Time November 17, 2025. Please confirm if you would like to proceed with the payment plan by 5pm Pacific on November 17, 2025, so we may finalize an agreement and please provide the missing forms or statements as well. If you propose an alternative payment plan, please do so no later than November 17, 2025.

If you propose an alternative payment plan, it is still subject to the review and approval of Jerry before being accepted by the City.

Failure to respond by that date/time **AND/OR** failure come to an agreement on a payment plan in a timely manner **will** result in the City demanding the total amount due in Transient Occupancy Tax ($17,797.83) to be paid immediately. In addition, if you fail to respond by that date/time, the City **will not** waive or dismiss the outstanding citations, fees, and penalties owed in addition to the Transient Occupancy Tax owed. You **will** also be in imminent danger of your Short-Term Rental permits being rescinded if the owed Transient Occupancy Tax is not paid and a payment plan is not agreed to. If rescinded, the City currently has a moratorium (prohibition) on issuing additional Short-Term Rental permits so there is a chance the property could never be legally used as a short-term rental if the current permits are rescinded.

Thank you,

Joe Lambert | Director of Development Services | Development Services Department
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
phone: (714) 993-8234 | fax: (714) 961-0283 | e-mail: jlambert@placentia.org

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From: Joseph Lambert
Sent: Tuesday, November 4, 2025 9:22 PM
To: alexander.perez@vadorsalinc.com; celenia.perez@vadorsalinc.com
Cc: Jerry Griggs <jgriggs@placentia.org>; Daniel Pivaroff <dpivaroff@placentia.org>; Monica Mariscal <mmariscal@placentia.org>
Subject: RE: 607 Encinitas Way TOT
Importance: High

Good evening, Celenia and Alexander,

The City of Placentia is requesting an answer to the offer made to you by Mr. Jerry Griggs on October 2, 2025. Please respond by 5pm Pacific Time on November 6, 2025. Failure to respond by that date/time will result in the City demanding the total amount due in Transient Occupancy Tax ($17,797.83) to be paid immediately. In addition, if you fail to respond by that date/time, the City will not waive or dismiss the outstanding citations, fees, and penalties owed in addition to the Transient Occupancy Tax owed. You will also

be in imminent danger of your Short-Term Rental permits being rescinded if the owed Transient Occupancy Tax is not paid and a payment plan is not agreed to. If rescinded, the City currently has a moratorium (prohibition) on issuing additional Short-Term Rental permits so there is a chance the property could never be legally used as a short-term rental if the current permits are rescinded.

Please confirm if you would like to proceed with the payment plan by 5pm Pacific on November 6, 2025, so we may finalize an agreement and please provide the missing forms or statements as well.

Thank you,

Joe Lambert | Director of Development Services | Development Services Department
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
phone: (714) 993-8234 | fax: (714) 961-0283 | e-mail: jlambert@placentia.org

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From: Jerry Griggs <jgriggs@placentia.org>
Sent: Thursday, October 2, 2025 12:27 PM
To: alexander.perez@vadorsalinc.com; celenia.perez@vadorsalinc.com
Cc: Joseph Lambert <jlambert@placentia.org>; Monica Mariscal <mmariscal@placentia.org>
Subject: 607 Encinitas Way TOT

Hello Celenia and Alexander,

Per our review, the total amount due in Transient Occupancy Tax is $17,797.83. The City can offer a six-month payment plan for this balance.

In addition, the City has agreed to waive or dismiss the outstanding citations, fees, and penalties, provided you remain current on the payment agreement. Please note we are still working on the garnishment details and will provide that as soon as possible.

The proposed payment schedule is as follows:

Month 1: $2,966.31

Month 2: $2,966.31

Month 3: $2,966.31

Month 4: $2,966.31

Month 5: $2,966.31

Month 6: $2,966.28

Please also note that the following periods require either (a) backup documentation or (b) a signed statement that no operations occurred during these periods. Any signed statement must be made under penalty of perjury and may be subject to future audit. If going with option (b), I can draft the statement for you to sign or you can submit one created by you, but in the wording it must include that the periods are subject to future audit and that your statement is under penalty of perjury.

We are missing TOT forms for both Unit A and Unit C for the following periods:

2021 Q4

2022 Q1

2022 Q3

2022 Q4

2023 Q1 through Q3

Please confirm if you would like to proceed with the payment plan so we may finalize an agreement and please provide the missing forms or statements as well.

Thank you,

Jerry Griggs | Director of Finance

City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870

Phone: 714-993-8229 | Email: jgriggs@placentia.org

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PLACENTIA PLANNING COMMISSION
MINUTES
REGULAR MEETING
March 10, 2026
6:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER: Chair Perez called the meeting to order at 6:35 p.m.

ROLL CALL:
PRESENT: Smith, Guerrero, Navarro, Evans, Perez
ABSENT: Rocke

STAFF PRESENT:
Assistant City Attorney Kristi J. Smith, Director of Development Services Joseph Lambert, Code Enforcement Supervisor Dan Pivaroff, Code Enforcement Officer Stephen Johnson, Associate Planner Lesley Whittaker, Planning Technician Sen Liyanage, Deputy Director of Public Works Gabriel Gabany-Guerrero, Director of Finance Jerry Griggs, Accounting Manager Monica Mariscal, Administrative Assistant Margie McCoy.

PLEDGE OF ALLEGIANCE: Commissioner Evans

ORAL COMMUNICATIONS: None

CONSENT CALENDAR:

1. **Minutes**
   Placentia Planning Commission Meeting of:
   February 10, 2026

   Recommended Action: Approve
   (Approved 4-0-1-1 as recommended)

Motion by Evans second by Smith and carried on a (4-0-1-1) vote to approve the Consent Calendar.

Ayes: Smith, Navarro, Evans, Perez
Noes: None
Abstain: Guerrero
Absent: Rocke

PUBLIC HEARING:

1. **Applicant:** **Orangethorpe Investment Partners, LLC, c/o Gilad Ganish**

   Project Location: **777 W. Orangethorpe Avenue & 776 S. Placentia Avenue**

DEVELOPMENT PLAN REVIEW NO. DPR 2025-03 AND VESTING TENTATIVE TRACT MAP NO. 19467 ALLOWING THE PROPOSED DEVELOPMENT OF 11 THREE-STORY, TOWNHOME-STYLE BUILDINGS CONSISTING OF 75 RESIDENTIAL CONDOMINIUM

UNITS, INCLUDING FIVE LIVE-WORK UNITS, ON A PREVIOUSLY DEVELOPED 2.72-ACRE SITE, LOCATED AT 777 W. ORANGETHORPE AVENUE AND 776 S. PLACENTIA AVENUE

Recommended Actions: Approve/Recommend Approval
(Approved 4-1-0-1 as recommended)

Chair Perez opened the Public Hearing at 6:40 p.m.

Development Services Director Joseph Lambert presented the Staff Report, Development Plan Review and Vesting Tentative Tract map for a subdivision map, detailing the proposed development, including the demolition of the old Premier Crysler Jeep dealership and the construction of 75 residential condominium townhome units, including five live-work units. Director Lambert explained the unit counts, including two-bedroom, three-bedroom, and live-work units and noted the overall height of the development.

Concerns from Commissioners included the potential for parking spillover in nearby neighborhoods, the impact on single-family residents, traffic flow, and notification to area residents, all of which were addressed by Director Lambert, who detailed the proposed access restrictions and the city's traffic impact analysis guidelines. Also addressed by Director Lambert was the service access and vehicle circulation within the proposed dead-end drive aisles. Deputy Director of Public Works, Gabriel Gabany-Guerrero answered additional questions regarding the entrance to the proposed project, code compliant parking spaces, statutory CEQA exemption, and confirmed that channelization curbs would be installed at the driveway approach.

The applicant, Gilad Ganish gave a short presentation highlighting the distinct open spaces, onsite park, outdoor plazas as well as pedestrian circulation throughout the project. There were no public comments for or against the project.

Chair Perez closed the Public Hearing at 7:00

Staff Recommendations:

1. Adopt Resolution No. PC-2026-04, a Resolution of the Planning Commission of the City of Placentia, California, adopting the California Environmental Quality Act ("CEQA") statutory exemption, California Public Resources Code § 21080.66 (AB 130 – Infill Housing Development Projects), and adopting DPR 2025-03.

2. Adopt Resolution No. PC-2026-05, a Resolution of the Planning Commission of the City of Placentia, California, recommending to the City Council of the City of Placentia, California, adoption of the California Environmental Quality Act ("CEQA") statutory exemption, California Public Resources Code § 21080.66 (AB 130 – Infill Housing Development Projects), and recommending approval of VTTM 19647.

Motion by Guerrero second by Smith and carried on a (4-1-0-1) vote to approve both Staff recommendations.

Ayes:	Smith, Guerrero, Evans, Perez
Noes:	Navarro
Abstain:	None
Absent:	Rocke

REGULAR AGENDA:

1. **REVOCATION OF SHORT-TERM RENTAL (STR) LICENSES FOR STR 2020-10 & STR 2020-11 (APPEAL)**

   Address: 607 Encinitas Way, Units A & C

Recommended Action: Uphold Revocation
(Approved 5-0-0-1 as recommended)

Sen Liyanage presented the appeal proceeding for the revocation of two short-term rental licenses, explaining the city's short-term rental Ordinance and the documented violations by the operators. Violations include failure to comply with Registration, Business License, and Transient Occupancy Tax (TOT) requirements, as well as delinquent payments.

Director of Finance Jerry Griggs detailed the historical compliance issues, highlighting 14 quarters of unfiled TOTs from 2021-2024 and recent exemptions without documentation.

The owners, Celenia and Alexander Perez were present to voice complaints regarding the compounded financial burden and the way in which city staff advised them.

Code Enforcement Supervisor Dan Pivaroff noted the Code Enforcement violations associated with the two Short Term Rentals.

The Planning Commission discussed the merits of the appeal, considering the Perez' arguments, the City's enforcement actions, and ultimately voted to uphold the revocation of the short-term rental permits, citing the documented violations and failure to maintain compliance with City Code. The owners have the right to appeal to City Council.

Motion by Guerrero second by Smith and carried on a (5-0-0-1) vote to uphold the revocation of the short-term rental permits as recommended by Staff

Ayes:	Smith, Guerrero, Navarro, Evans, Perez
Noes:	None
Abstain:	None
Absent:	Rocke

OLD BUSINESS: None

NEW BUSINESS: None

DEVELOPMENT REPORT: None

DIRECTOR'S REPORT:
Director Lambert mentioned that City Council is considering changing meeting times to begin at 6:00 p.m. instead of 7:00 p.m. and will vote on this at the March 17 City Council meeting. Additionally, the Committees and Commissions Handbook is currently being updated and start times are included in that.

PLANNING COMMISSION REQUESTS:
Commissioner Guerrero noted a neighborhood odor issue over the course of four months that City Staff will investigate.

ADJOURNMENT:
Chair Perez adjourned the Regular Meeting of the Planning Commission at 8:30 p.m. to the regular meeting of Tuesday, April 14, 2026, at 6:30 p.m. in the City Council Chambers at 401 East Chapman Avenue, Placentia, CA.

Submitted by,

_____
Joseph M. Lambert,
Secretary to the Planning Commission

SHORT TERM RENTAL
TRANSIENT OCCUPANCY TAX
PAYMENT AGREEMENT

This Short-Term Rental Transient Occupancy Payment Agreement ("Agreement") is made and entered into on this 21st day of April 2026, by and between the City of Placentia, a California charter city and municipal corporation ("City") and Alexander Perez and Celenia Perez (collectively "Perez"). The City and Perez are referred to individually as "Party" or collectively as "Parties."

RECITALS

A. Perez is the owner of that certain real property located at 607 Encinitas Way Units A and C, in the City of Placentia, State of California ("Property").

B. Perez utilizes the Property as Short-Term Rentals. Perez had obtained the appropriate Short-Term Rental Permit and Business License (collectively "Permit") as required under the Placentia Municipal Code.

C. During an audit, the City discovered that Perez incorrectly calculated the transient occupancy tax ("TOT") owed associated with the Property. Due to improper calculations by Perez, a balance of $17,797.83 in TOT was owed.

D. Due to the failure of Perez to pay the TOT, the City revoked the Permit. Perez appealed the revocation to the Planning Commission. The Planning Commission upheld the revocation.

E. Perez appealed to the City Council the Permit revocation. The Parties have worked out a payment plan for the TOT owed. In exchange for the initial down payment and continued timely payment of the TOT owed, the City Council has agreed to reinstate the Permit.

TERMS

NOW THEREFORE, the parties hereby agree as follows:

1. Agreement. Perez hereby agrees to pay the City, at the location set forth below, the total amount of Seventeen Thousand Seven Hundred Ninety-Seven Dollars and Eighty-Three Cents ($17,797.83) ("TOT Owed") in accordance with the terms and obligations of this Agreement. So long as payments are timely made, no interest shall accrue on the amount owed. Any other past feel, penalties and/or charges are hereby waived.

2. Term; Payment Obligations. With the execution of this Agreement by Perez, Perez shall pay an initial payment of Seven Hundred Forty-One Dollars and Fifty-Eight Cents ($741.58). Thereafter, beginning on June 1, 2026, and continuing on the first of every month until March 1, 2028, Perez shall make monthly payments of Seven Hundred Forty-One Dollars and Fifty-Eight Cents ($741.58). Perez shall make a final payment of Seven Hundred Forty-One Dollars and Forty-Nine Cents ($741.49) on April 1, 2028.

3. Form of Payment. All amounts due hereunder are payable in immediately available funds and lawful monies of the United States of America.

4. Default. If for any reason Perez fails to make a payment as required under this Agreement, fails to pay any new TOT that may be owed in connection with the Property, fails to pay their business license, or violates any provisions of the Placentia Municipal Code in connection with the Property, Perez shall be considered in default. Under any such an event, the Permit shall immediately be revoked and any remaining balance shall be due within five (5) business days.

5. Costs of Enforcement. Perez agrees to pay upon demand all reasonable costs and expenses, including attorneys' fees, expert witness fees, and costs of suit (including appeals), incurred by City to enforce the terms of this Agreement or collection of the TOT. In addition to the foregoing award of attorneys' fees, City shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to enforce any judgment in connection with this Agreement. This provision is separate and several and shall survive the merger of this provision into any judgment.

6. Prepayment. Perez may, at any time, pay in whole or in part the outstanding balance under this Agreement.

7. Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Any action shall be instituted in the superior court in Orange County, California.

8. Severability. The unenforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from this Agreement to the extent of its unenforceability and invalidity. Therefore, this Agreement shall be interpreted and enforced as if it did not contain the said clause to the extent of its unenforceability and invalidity.

9. Entire Agreement. This Agreement contains all the terms agreed to by Perez and the City relating to its subject matter. This Agreement replaces all previous discussions, understandings, and oral agreements.

10. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to Perez:

Alexander Perez
Celenia Perez
5175 Jerry Tarkanian Way #13108
Las Vegas, 89148

If to City:

City of Placentia
401 E. Chapman Avenue
Placentia, California 92870
Attn: Jerry Griggs

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the undersigned dates written below.:

By: _____ Dated:_____
Name: Alexander Perez

By: _____ Dated:_____
Name: Celenia Perez

CITY:

CITY OF PLACENTIA,
a California charter city and municipal corporation

By: _____ Dated:_____
Name:
Title:

Attest: Approved as to form:

By:_____ By:_____

City Clerk City Attorney

Agenda Item No: 2.f

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 21, 2026

Submitted by: Joe Lambert

From: Development Services

Subject:

UPDATE REGARDING CITYWIDE DEVELOPMENT IMPACT FEES, TRANSIT ORIENTED DEVELOPMENT PACKINGHOUSE DISTRICT DEVELOPMENT IMPACT FEES, AND AFFORDABLE HOUSING IMPACT FEES, INCLUDING ADOPTION OF NEW GENERAL GOVERNMENT FACILITIES FEES FOR COST RECOVERY

Financial Impact:

Fiscal Impact:

The adoption of revised development impact fees and residential affordable housing impact fees will not have an immediate impact on revenues to the City as they are effective 60 days subsequent to adoption. These Development Impact Fees are established for cost recovery or statutory purposes only.

Summary:

The City's Development Impact Fees program ("DIF") was first established in the early 1970's when much of the City was undeveloped. The City's costs for infrastructure have significantly increased over that period of time; however, the City's DIFs were not updated regularly to adequately cover said infrastructure costs, thus requiring the General Fund to subsidize infrastructure improvements or, in some cases, the improvements that are not conducted by a developer.

In 2017, to address the aforementioned lack of infrastructure funding citywide, within the newly adopted Transit-Oriented Development (TOD) District, and lack of funds related to implementing the required Housing Element citywide, the City prepared new development impact fee nexus studies ("Studies") for the purpose of updating DIFs. The result was an update to the existing citywide DIF program, creating a TOD DIF program, and creating a Housing Impact Fee program (collectively, "DIFs").

Since 2017, updates to the DIF program have occurred, generally resulting in annual adjustments to the 2017 DIFs, increasing each fees by Construction Cost Index ("CCI") as recommended by the 2017 studies, although there have been years in which annual updates did not occur. In addition to the routine adjustments pursuant to CCI, two specific fees were updated commensurate with actual costs in 2023, the Fire, Police and Animal Shelter fees and the TOD Sewer Impact Fee. One of the City Council directions from the April 16, 2024 annual DIF update was to prepare a new Development Impact Fee Nexus Study Report to update

Citywide Development Impact Fees, TOD Impact Fees and Affordable Housing Impact Fees. DTA, formerly David Taussig & Associates was selected by the City to complete a Nexus Study for this effort. The Nexus Studies were utilized to prepare the recommended revised Development Impact Fee schedule for all Citywide, TOD and Affordable Housing Impact fees. The Nexus Studies also created a new General Government Facilities fee for City Council consideration.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing concerning the Citywide Development Impact Fee Schedule including adoption of new General Government Facilities fees, the Transit-Oriented Development (TOD) Packing House Development Impact Fee Schedule, and the Affordable Housing Impact Fee Schedule; and
2. Receive the Staff report, consider all public testimony, ask questions of Staff; and
3. Close the public hearing; and
4. Find that the recommended actions are exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3), 15273, and 15378(b)(4) of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
5. Adopt Resolution No. R-2026-22, a Resolution of the City Council of the City of Placentia, California, approving updated Development Impact Fees pursuant to Construction Cost Index to financially mitigate impacts to parks and recreational facilities, sewer facilities, transportation infrastructure, storm drain facilities, Quimby in-lieu fees, Public Safety (Fire, Police, Animal Shelter), Streetscape (Transit Oriented Development), and adopting General Government Facilities fees citywide pursuant to the April 2026 Development Impact fee Nexus; adopt a Capital Improvement Plan for the impact fees; and determine that the adoption of the Development Impact Fees and Capital Improvement Plan is exempt from the California Environmental Quality Act; and
6. Adopt Resolution No. R-2026-23, a Resolution of the City Council of the City of Placentia, California, approving updated Affordable Housing Impact fees pursuant to Construction Cost Index for residential and non-residential developments citywide; and determine that the adoption of the Affordable Housing Impact fees is exempt from the California Environmental Quality Act; and
7. Consider first reading of Ordinance No. O-2026-05, an Ordinance of the City Council of the City of Placentia, California, amending Title 5 of the Placentia Municipal Code (schedule of fees) to add Section 5.02.105 “General Government Facilities Fees” establishing a City Facilities Impact Fees as part of the City’s Development Impact Fee Program, and adopting necessary findings for the Establishment of the City Facilities Impact Fees; and
8. Consider first reading of Ordinance No. O-2026-08, an Ordinance of the City Council of the City of Placentia, California, amending Title 5 of the Placentia Municipal Code (Schedule Of Fees) by amending Chapters 5.01 (Fees Set by Resolution), 5.03 (Transit Oriented Development (TOD) Development Impact Fees), 5.12 (Fire Department) and 5.24 (Public Works Department) as part of the City’s Development Impact Fee Program.

Strategic Plan Statement:

This item is consistent with Strategic Goal No. 1 (Fiscal Sustainability), Goal No. 2 (Public Safety) and Goal No. 3 (Infrastructure, Facilities & Public Spaces) as this item will update Development Impact Fees to facilitate cost recovery by requiring new development to pay a fair share of costs for City facilities, including Public Safety centers, parks and recreation

centers. These funds can also be utilized for capital improvement projects including street paving and repair, sewer system and storm drain system upgrades. By doing so, the fiscal sustainability of the City will benefit in that the burden on the City's reserves will be lessened.

Discussion:

BACKGROUND:

DIFs are a commonly used method of collecting a proportional share of funds from new development for infrastructure improvements and/or other public facilities capital improvements that would be needed as a result of the new development. These fees are seen as paying for the aforementioned future required infrastructure costs as opposed to the General Fund and are therefore seen as cost recovery in nature. With rare exceptions, DIFs are one-time funds restricted to funding capital costs for new facilities or upgrades to existing facilities and are not used for annual operations and/or maintenance. Impact fees may only be imposed on new development, and the fee proceeds must be expended on improvements needed as a result of the new development.

Pursuant to the Mitigation Fee Act ("Act"), California Government Code Section 66000, et seq. (also known as AB 1600), adoption of impact fees requires documentation of the "nexus" between the fees being charged, the impacts of new development, the benefit of the facilities needed to mitigate such impacts, and the proportional cost allocation among different fee categories. Impact fee programs must be adopted by the City Council via an ordinance, however, once the program is adopted, the fees could potentially be automatically updated via City Council resolution. Impact fees are imposed either jurisdiction-wide or in a relatively large area anticipating significant amounts of new development, such as a specific plan area or community plan area. In Placentia, we have both citywide (includes affordable housing) impact fees and TOD District specific impact fees.

In 2017, the City prepared development impact fee nexus studies for the purpose of updating DIFs pursuant to California Government Code Section 66000. Three different nexus studies were completed in 2017 and were utilized respectively to adopt the current citywide DIFs, the housing impact fee, and the TOD DIFs. The DIF program that is currently in place was adopted by City Council in October 2017.

In April 2023, two specific fees were updated to commensurate with actual costs. The fees that were specifically updated beyond CCI are the Public Safety Impact Fee (now known as Fire, Police, Animal Shelter fees) and TOD Sewer Impact Fee. Those specific fees were updated beyond CCI because the City performed the "City of Placentia Development Impact Fee Nexus Study" dated April 2023. The balance of all Development Impact Fees were adjusted by CCI .23% as measured from April 2022 to April 2023. An annual DIF update pursuant to CCI also occurred on April 16, 2024.

One of the City Council directions from the April 16, 2024 annual DIF update was to prepare a new Development Impact Fee Nexus Study Report to update both Citywide Development Impact Fees and TOD Impact Fees. DTA completed the Nexus Studies for this effort (Attachments 5, 6 and 7). The Studies were utilized to prepare the recommended revised Development Impact Fee schedule for all citywide and TOD Impact fees.

DISCUSSION:

The existing DIFs include the following fees to be updated:

- Citywide Public Safety Fees: Fire, Police and Animal Shelter

- Citywide Park Fee
- Citywide Quimby Fee
- Citywide Sewer Impact Fee
- Citywide Traffic Impact Fee Program (recommended to be renamed Transportation)
- Storm Drainage Impact Fee Program
- TOD Traffic Impact Fee (recommended to be omitted)
- TOD Sewer Impact Fee
- TOD Streetscape Infrastructure Impact Fee
- Affordable Housing Impact Fee

Proposed new DIF:

- General Government Facilities Fee

As part of the April 16, 2024 annual DIF update, City Council directed Staff to prepare a new Development Impact Fee Nexus Study Report(s) to update Citywide Development Impact Fees, TOD Impact Fees and Affordable Housing Impact Fees. DTA, formerly David Taussig & Associates was selected by the City to complete a Nexus Study for this effort. The Nexus Studies were utilized to prepare the recommended revised Development Impact Fee schedule for all Citywide, TOD and Affordable Housing Impact fees. The Development Impact Fee Justification Study (Nexus Study) also contemplates a new General Government Facilities fee for City Council consideration. This fee would be in place concurrent with the effective dates of Ordinance No. O-2026-05 and Resolution R-2026-22.

In addition, Staff recommends adoption of Ordinance No. O-2026-08. This Ordinance would clean up Title 5 (Schedule of Fees) of the City of Placentia Municipal Code to delete selections that no longer apply, revise the Fire Department to remove references to Orange County Fire, and provide clarification as to fees applicable to Transit Oriented Development.

If new fees are adopted, they will be effective 60 days after adoption. Pursuant to the Placentia Municipal Code, subsequent annual updates will adjust the fees commensurate with the Construction Cost Index (CCI) for Los Angeles as published by the Engineering News-Record from April to April on an annual basis.

Capital Improvement Plan related to DIFs

California Government Code Section 66002 authorizes local agencies to adopt a Capital Improvement Plan (CIP) to finance public facilities or improvements using DIFs. The CIP outlines the location, size, timing, and cost estimates for improvements. It is adopted and updated via a noticed public hearing by City Council. Pursuant to Government Code Section 66002, the CIP as it relates to the DIF provides a structured plan for spending development impact fees on infrastructure projects. The CIP must be adopted by resolution of the governing body (e.g., City Council). The CIP is attached to Resolution R-2026-22 and Staff recommends adopting it concurrent with the revised/updated DIFs.

The CIP as it relates to the DIF program applies to local agencies levying fees for improvements such as public buildings, water systems, sewer facilities, storm drains, transportation, and parks. It is often used in conjunction with the Mitigation Fee Act (AB 1600) which in general, authorizes the City's DIF (Development Impact Fee) program.

Finding that the Capital Improvement Plan related to a Nexus Study for the potential adjustment of various city development impact fees and affordable housing fees is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15061(b)

(3), 15273, and 15378(b)(4), and finding that the Capital Improvement Plan related to a Nexus Study for the potential adjustment of various city development impact fees and affordable housing fees conforms to the adopted General Plan and recommending the City Council approve the Capital Improvement Plan (Attachment 1.a.).

Attachments

1.R-2026-22 Citywide DIFs.docx
1.a.R-2026-22 Ex.A CIP DIF.docx
1.b.2026 Citywide DIFs Ex. B.docx
2.R-2026-23 Affordable Housing DIFs.docx
3.O-2026-05 General Government Facilities Fee.docx
4.O-2026-08 Title 5 Amendments.docx
5.Citywide DIF Nexus Study.pdf
6.Affordable Housing DIF Nexus Study (Res).pdf
7.Affordable Housing DIF Nexus Study (Non-Res).pdf

RESOLUTION NO. R-2026-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING UPDATED DEVELOPMENT IMPACT FEES PURSUANT TO CONSTRUCTION COST INDEX TO FINANCIALLY MITIGATE IMPACTS TO PARKS AND RECREATIONAL FACILITIES, SEWER FACILITIES, TRANSPORTATION INFRASTRUCTURE, STORM DRAIN FACILITIES, QUIMBY IN-LIEU FEES, PUBLIC SAFETY (FIRE, POLICE, ANIMAL SHELTER), STREETSCAPE (TRANSIT ORIENTED DEVELOPMENT), AND ADOPTING GENERAL GOVERNMENT FACILITIES FEES CITYWIDE PURSUANT TO THE APRIL 2026 DEVELOPMENT IMPACT FEE NEXUS; ADOPT A CAPITAL IMPROVEMENT PLAN FOR THE IMPACT FEES; AND DETERMINE THAT THE ADOPTION OF THE DEVELOPMENT IMPACT FEES AND CAPITAL IMPROVEMENT PLAN IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the continuing growth of the City of Placentia ("City"), combined with the expectation of high-quality services by persons who live and work in the City, and reductions by the State of California in property tax allocations to local governments have been catalysts for the review of the City's existing and future public facilities and services made necessary by new development; and

WHEREAS, pursuant to Government Code Section 66000 *et seq*., ("Mitigation Fee Act") the City is empowered to impose fees and other exactions to provide necessary public facilities required to mitigate the negative effects of new development in the City; and

WHEREAS, pursuant to Government Code Sections 66477 *et seq.*, ("Subdivision Map Act"), the City is empowered to require the dedication of land or impose a requirement of the payment of fees in lieu thereof, or a combination of both, for park or recreational purposes as a condition to the approval of a tentative map or parcel map; and

WHEREAS, new development or conversions within the City result in increased usage of the existing government facilities, which thereby increases the service requirements and capital equipment requirements of the City's government facilities; and

WHEREAS, additional or remodeled government facilities are needed to accommodate future growth and maintain an acceptable level of existing government facilities for all areas of the City; and

WHEREAS, such increased usage does not ordinarily result from mere subdivision or parcel map divisions of existing properties in the absence of new development or conversions; and

WHEREAS, in the absence of the imposition of a city facility impact fee upon new development or conversions, the additional capital expenses necessary to maintain an acceptable level of civic services for the entire city would be unfairly imposed upon the owners and residents of the existing buildings and improvements within the City; and

WHEREAS, it is fair and equitable for new development to pay its fair share and contribute to the financing and development of government facilities; and

WHEREAS, the proposed fees to be implemented are based upon the information contained in a document prepared by City staff and DTA Public Finance, Inc. entitled Development Impact Fees Justification Study, City of Placentia, dated April 2026 ("Nexus Study"); and

WHEREAS, detailed descriptions of each of the facilities, their approximate location, size, approximate time of availability and their estimated costs are set forth in the Capital Improvement Plan associated with the Nexus Study, which Capital Improvement Plan is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Capital Improvement Plan set forth in Exhibit "A is hereby adopted by the City Council as the Capital Improvement Plan associated with the Nexus Study; and

WHEREAS, copies of the Nexus Study are on file in the City Clerk's office and have been made available for public review in accordance with state law, as more fully described below; and

WHEREAS, the Nexus Study complies with California Government Code Section 66001, et seq. by establishing the basis for the imposition of fees in new development, in particular, the Nexus Study:

1. Identifies the purpose of the proposed fees;

2. Identifies the use to which the fees will be put;

3. Demonstrates a reasonable relationship between the fees' use and the types of projects on which the fees are imposed;

4. Demonstrates a reasonable relationship between the need for the public facilities and the types of developments on which the fees are imposed; and

5. Demonstrates a reasonable relationship between the amount of the fees and the cost of the public facilities or portions of the facilities attributable to the developments on which the fees are imposed; and

6. Establishes the Capital Improvement Plan for the developments on which the fees are imposed.

WHEREAS, the Nexus Study justifies the imposition of each development fee on new construction by analyzing the General Plan, assigning the costs on a fair-share basis to the various types of development, and assigning the resulting fee per dwelling unit or per building square foot, based on the anticipated burden of such new dwelling and/or development on City facilities and infrastructure and the need created by such dwelling unit and/or development for new and expanded facilities and infrastructure; and

WHEREAS, the fees collected pursuant to this Resolution shall be used to finance the public facilities described or identified in the Nexus Study and in the Capital Improvement Plan; and

WHEREAS, at least ten days prior to the date this Resolution is being heard, data was made available to the public indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied, and the revenue sources anticipated to provide the service, including general fund revenues, in accordance with Government Code Section 66019; and

WHEREAS, notice of the adoption of the Capital Improvement Plan, given as required under Government Code Section 65090; and

WHEREAS, at least fourteen days prior to the date this Resolution is being heard, notice was provided to any persons or organizations who had requested notice, in accordance with Government Code Section 66019; and

WHEREAS, notice of the public hearing for the adoption of the fees was provided at least 30 days prior to the hearing; and

WHEREAS, notice of the hearing on the proposed fee was published twice in the manner set forth in Government Code Section 6062a as required by Government Code Sections 66004 and 66018; and

WHEREAS, the City Council has reviewed the information contained in this Resolution and the accompanying staff report and any attachments at a meeting held on April 21, 2026; and

WHEREAS, after considering the specific projects to be funded by the development impact fees and the cost estimates contained in the Nexus Study, the City Council approves such projects and cost estimates and finds them reasonable as the basis for calculating and imposing the development impact fees; and

WHEREAS, the projects and fee methodologies identified in the Nexus Study are consistent with the City's General Plan.

NOW, THEREFORE, the City Council of the City of Placentia, California, does hereby resolve as follows:

Section 1. The foregoing recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. The findings of the Nexus Study has been considered and is hereby incorporated into this Resolution by this reference.

Section 3. The facts and substantial evidence in the record establish that there is a reasonable relationship between the need for impact fees and the impacts of the development described in the Nexus Study for which the corresponding fee is charged, and that there is also a reasonable relationship between the use of the impact fee and the type of development for which the fee is charged, as is described in more detail in the Nexus Study.

Section 4. The detailed description of each of the facilities, their approximate location, size, approximate time of availability and their estimated costs, as set forth in Exhibit "A" attached hereto and incorporated herein by reference, is hereby adopted as the Capital Improvement Plan associated with the Nexus Study and the development impact fees set forth in Exhibit "B" attached hereto and incorporated herein by reference.

Section 5. The City Council of the City of Placentia hereby determines as follows:

A. Each owner of a lot or parcel of property within the Affected Territory, as described in Chapter 5.02 of the Placentia Municipal Code, shall pay to the City prior to the issuance of a building permit, or later as prescribed in Government Code § 66007, for the construction of any development project as defined therein, the following fees, which fees are set forth in Exhibit "B" attached hereto and incorporated herein by reference:

1. The Parks and Recreation Impact Fee described in the attached Exhibit B to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit B.

2. The Sewer Impact Fee described in the attached Exhibit B to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit B.

3. The Traffic Impact Fee described in the attached Exhibit B to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit B.

4. The Storm Drain Impact Fee described in the attached Exhibit B to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit B.

5. The Public Safety Impact Fees, known as Fire, Police, and Animal Shelter fees described in the attached Exhibit B to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit B.

6. The Quimby Fee (In-Lieu Park/Open Space Fee) described in the attached Exhibit B to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit B.

7. The General Government Facilities Fee described in Exhibit B to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit B.

8. The Transit Oriented Development ("TOD") Streetscape Infrastructure Impact Fee described in the attached Exhibit B to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit B.

9. The TOD Sewer Impact Fee described in the attached Exhibit B to this Resolution subject to the provisions of Chapter 5.02 of the Placentia Municipal Code and the terms contained in the Exhibit B.

B. The fees authorized by this section shall be cumulative such that each owner of a lot or property shall be charged each applicable fee, subject to any credits, deferrals, waivers and/or reductions authorized and set forth in Chapter 5.02 of the Placentia Municipal Code. Moreover, the amount of each of these fees shall not exceed the fair share of the estimated cost of constructing and/or acquiring the corresponding facilities described in the Development Impact Fee Nexus Study Report. The amount of each fee shall be reviewed and revised from time to time, but not more than once annually, and shall be set by resolution of the City Council following due notice.

Section 6. Be it further resolved that any other resolutions and/or parts of any other resolution in conflict herewith are hereby repealed.

Section 7. Adoption of this Resolution is exempt from the California Environmental Quality Act because the adoption of this resolution is not a project, in that it is a government funding mechanism which does not involve any commitment to any specific project (CEQA Guidelines Section 15378(b)(4)), and because it can be seen with certainty that there is no possibility that the fees may have a significant effect on the environment, in that this Resolution contains no provisions modifying physical design, development, or construction of residential, commercial or industrial development or the construction of any development project. This exemption is based on CEQA Guidelines

Section 15061(b)(3), 15378(b)(4), and 15273. Further, for any improvements set forth in the Capital Improvement Plan, additional CEQA analysis will be required prior to construction of any improvements.

Section 8. Should any section, subsection, clause or provision of this Resolution for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Resolution, it being hereby expressly declared that this Resolution, and each and every section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, approved, adopted and/or ratified irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases of this Resolution be declared invalid or unconstitutional.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution.

Section 10. The fees adopted pursuant to this Resolution go into effect 60 days from the adoption of this Resolution, and concurrent with the effective date of this Resolution, Resolution No. R-2024-18 shall be repealed and replaced with this Resolution.

PASSED, APPROVED AND ADOPTED this 21st day of April 2026.

_____
Chad P. Wanke, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 21st day of April 2026 by the following vote:

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

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

Exhibit A: Capital Improvement Plan
Exhibit B: Development Impact Fees

EXHIBIT "A"
CAPITAL IMPROVEMENT PLAN

EXHIBIT “B”
DEVELOPMENT IMPACT FEES

Capital Improvement Plan for Development Impact Fees

General Government Facilities

Facility	Location	Size	Units		Timeframe	Land Acquisition Cost	Building Cost	Equipment Cost	Total Cost
City Hall Expansion (Equipment)	TBD		50	PCs	2040	$0		$50,000	$50,000
City Hall Expansion (Equipment)	TBD		8	Wireless APs	2040	$0		$3,200	$3,200
City Hall Expansion (Equipment)	TBD		3	Network Switches	2040	$0		$30,000	$30,000
City Hall Expansion (Equipment)	TBD		3	Servers	2040	$0		$75,000	$75,000
City Hall Expansion (Equipment)	TBD		60	**VOIP Desk Phones**	2040	**$0**		**$9,000**	**$9,000**
City Hall Expansion	TBD	2.45 Acres	17,265	Bldg SF		$6,737,500	$13,570,290	$167,200	$20,474,990
Total Facilities Cost									$20,474,990
Less Offsetting Revenues (Existing Fee Balance)									**($67,199)**
Net Facilities Cost									$20,407,791

General Plan Element Conformity: Sustainability/Safety

Fire Facilities

Facility	Location	Size	Time-frame	Units		Land Acquisition Cost	Building/Equipment Cost	Total Cost
New Fire Station 3	TBD	1.6 Acres	2031	10,000	Bldg SF	$4,400,000	$13,000,000	$17,400,000
Equipment for new Station 3: Self Contained Breathing Apparatus, Washer, Tools, Plymovement, IT	New Fire Station 3		2031					$1,000,000
								$18,400,000
Fire Truck	**Fire Station 2/3**		2030	1	Vehicle		$2,000,000	**$2,000,000**
								$2,000,000
Total Facilities Cost								$20,400,000
Less Offsetting Revenues (Existing Fee Balance)								**($67,199)**
Net Facilities Cost								$20,332,801

General Plan Element Conformity: Sustainability/Safety

Police Facilities

Facility	Location	Sizes/Units				Time-frame	Land Acquisition Cost	Building/ Equipment Cost	Total Cost
New Police Station	TBD	2.0	Acres	13,000	Bldg SF	2040	$5,500,000	$34,532,000	$40,032,000
New Police Sub-Station	**Downtown (building acquired from existing retail owner)**	**0.0**	Acres	**10,000**	Bldg SF	**2030**	**$0**	**$543,000**	**$543,000**
Total Stations		2.0		23,000	Bldg SF		$5,500,000	$35,075,000	$40,575,000
Patrol Cars	At all future Police facilities			5	Vehicles	2040		$500,000	$500,000
Mobile Command Vehicle	**New Police Station**			**1**	**Vehicle**	**2030**		**$3,000,000**	**$3,000,000**
Total Vehicles				6	Vehicles			$3,500,000	$3,500,000
Surveillance Cameras	Citywide			43	Cameras	2030		$225,000	$225,000
License Plate Readers (LPRs)	Citywide			4	units	2030		$100,000	$100,000
Total Facilities Cost									$44,400,000
Less Offsetting Revenues (Existing Fee Balance)									**($245,795)**
Net Facilities Cost									$44,154,205

General Plan Element Conformity: Sustainability/Safety/Mobility

Parks Facilities

Facility	Facilities/Equipment Cost	Location	Size	Timeframe for completion FY
ADA sidwalk Safety Improvements	$3,000,000	Multiple Locations	multiple sites na	26-27
Fencing Safety Improvements	$1,200,000	Multiple Locations	na	27-28
Sports Netting at Champions Sports Complex	$65,000	505 Jefferson St.	na	27-28
Champions Sports Complex park lighting	$1,000,000	505 Jefferson St.	na	28-29
Solar Bollards at Kraemer, McFadden, Los Ninos for walking paths	$300,000	Multiple Locations	na	26-27
Mcfadden Park walking path, mini pitch Improvements	$1,200,000	900 S. Melrose St.	.25 mile	26-27
Parque de Los Vaqueros playground	$350,000	1200 N. Carlsbad St.	3000 sq ft	26-27
Dog Park (Tori Hunter or Richard Samps Park)	$85,000	Multiple Locations	unknown	29-30
Restroom Pre-Fab Expansion	$1,800,000	Multiple Locations	multiple sites na	28-29
Cement Fix and Shade Sails at Pickleball Staging Area	$175,000	Multiple Locations		26-27
Kraemer Memorial Park Playground Expansion	$510,000	201 N. Bradford Ave.	5000 sq ft	27-28
Kraemer Middle School Lights Improvements	$1,000,000	645 N. Angelina Dr.	na	26-27
Richard Samp Playground Expansion	$350,000	600 Loyola Dr.	**2000 sq ft**	26-27
Aguirre Rental Facility Expansion	$45,000	505 Jefferson St.	5125 sq ft	26-27
Whitten Community Center Kitchen Expansion	$90,000	900 S. Melrose St.	9275 sq ft	26-27
Whitten Community Center Flooring in Kids Room, AV Equipment wiring	$120,000	900 S. Melrose St.	na	27-28
Mcfadden Pool expansion, staff office expansion	$1,250,000	900 S. Melrose St.	na	29-30
Tuffree Gymnasium Expansion	$225,000	2101 N. Tuffree Blvd	4800 sq ft	27-28
Backs Community Center Expansion	**$2,500,000**	**201 N. Bradford Ave**	10716 sq ft	28-29
Total Buildings	$15,265,000			
Master Plan	$300,000			27-28
Total Facilities Cost	$15,565,000			
Less Offsetting Revenues (Existing Fee Balance)	**($741,801)**			
Net Facilities Cost	$14,823,199			

General Plan Element Conformity: Sustainability/Open Space & Recreation

Transportation Facilities

Project Name	Scope	Facility Cost	Location	Size	Estimated Completion Date
Lakeview Ave at Miraloma	Install Traffic Signals	$210,800	Lakeview Ave at Miraloma	Installation of 3 signal poles, associated wiring, timing and restoration work	TBD
Van Buren St at Orchard Dr	Install Traffic Signals	$210,800	Van Buren St at Orchard Dr	Installation of 4 signal poles, associated wiring, timing and restoration work	TBD
Placentia Ave at Santa Fe	Install Traffic Signals	$204,600	Placentia Ave at Santa Fe	Installation of 3 signal poles, associated wiring, timing and restoration work	TBD
Kraemer Rd at Connecticut Way	Install Traffic Signals	$291,400	Kraemer Rd at Connecticut Way	Installation of 4 signal poles, associated wiring, timing and restoration work	TBD
Miraloma at Van Buren	Install Traffic Signals	$195,300	Miraloma at Van Buren	Installation of 4 signal poles, associated wiring, timing and restoration work	TBD
Class I Shared-Use Path	Install 2 miles of Class I Bike lanes	$3,240,000	Carbon Creek Channel	Contruction of 2 mile Class I Bike Lane along Carbon Creek Channel	TBD
Class II Bike Lane	Install 1.2 miles of Class II Bike Lanes	$165,500	Madison Ave, Chapman Ave	Construction of 1.2 miles of Class II Bike Lanes	TBD
Class IIB Buffered Bike Lane	Install 5.4 miles of Class IIB Buffered Bike Lanes	$8,208,000	Rose Drive, Alta Vista, Bastanchury	Construction of 5.4 miles of Class IIB Bike Lanes	TBD
Class IIIB Bicycle Boulevard	Install 7.2 miles of Class IIIB Bike Blvds	$4,456,800	Morse Ave, Angelina Dr, Bradford Ave, Madison Ave, La Jolla St	Construction of 7.2 miles of Class IIIB Bike Lanes	TBD
Class IV Separated Bikeway	Install 8.5 miles of Class IV Bikeways	$9,139,200	Kraemer Blvd, Chapman Ave, Melrose St, Palm Dr, Yorba Linda Blvd	Construction of 8.5 miles of Class IV Bikeways	TBD

Total Facilities Cost	$26,322,400

General Plan Element Conformity: Sustainability/Mobility

Transportation Facilities (TOD)

Project Name	Scope	Facility Cost	Location	Size	Estimated Completion Date
Class IV Separated Bikeway	Install 8.5 miles of Class IV Bikeways	$975,800	Melrose Bike Lane Improvements	0.82 mile Class IV Bike Lane	TBD
Placentia Ave/Crowther Ave	Street improvements along Placentia/Crowther	$124,000	Striping and signal timing improvements at intersection	At intersection	TBD
Orangethorpe Ave/Placentia Ave	Street improvements along Orangethorpe/Placentia	$558,000	Striping and signal timing improvements at intersection	At intersection	TBD
Orangethorpe Ave/SR-57 Northbound Ramps	Street improvements along Orangethorpe/57 N fwy ramps	$310,000	Striping and signal timing improvements at intersection	At intersection	TBD
Orangethorpe Ave/Melrose St	Street improvements along Orangethorpe/Melrose	$124,000	Striping and signal timing improvements at intersection	At intersection	TBD
Kraemer Blvd/Orangethorpe Ave	Street improvements along Kraemer/Orangethorpe	$124,000	Striping and signal timing improvements at intersection	At intersection	TBD
Total Facilities Cost		$2,215,800			

General Plan Element Conformity: Sustainability/Mobility

Sewer Facilities (Non-TOD Area Only)

Project Location - Capacity Increase	Facility Cost (Non-TOD)	Location	Size	Estimated Completion Date
Bradford Ave, Orange Grove Ave, Walnut Ave, Santa Barbara St, Placentia Ave	$6,837,228	Bradford Ave, Orange Grove Ave, Walnut Ave, Santa Barbara St, Placentia Ave	Approximately 2.25 miles of sewer line capacity improvements	2027
Twilight St, Sunrise Way, Sunrise St, Melody Ln, Chapman Ave, Placentia Ave	$2,478,606	Twilight St, Sunrise Way, Sunrise St, Melody Ln, Chapman Ave, Placentia Ave	Approximately 1 mile of sewer line capacity improvements	2028
Orangethorpe Ave	$1,232,652	Orangethorpe Ave	Approximately 0.5 miles of sewer line capacity improvements	2029
Orangethorpe Ave, Melrose St, Silverlake Dr, Glenlake Dr	$3,533,898	Orangethorpe Ave, Melrose St, Silverlake Dr, Glenlake Dr	Approximately 1.3 miles of sewer line capacity improvements	2030
Tuffree Blvd	$937,052	Tuffree Blvd	Approximately 2100 LF of sewer line capacity improvements	2031
Bastanchury Rd	$580,854	Bastanchury Rd	Approximately 1300 LF of sewer line capacity improvements	2032
Total Facilities Cost	$15,600,290			

General Plan Element Conformity: Sustainability

Sewer (TOD)

Project Location - Capacity Increase	Facility Cost (TOD Only)	Location	Size	Est. Completion Date
TOD/Old Town CIP Project Cost (Crowther Ave)	$2,245,646	Crowther Ave, Placentia Ave, Orangethorpe Ave	Approximately 0.25 miles of improvements and associated land acquisition	TBD
Total Facilities Cost	$2,245,646			

General Plan Element Conformity: Sustainability

Streetscape (TOD)

Project Name	Scope	Facility Cost (TOD Only)	Location	Size	Estimated Completion Date
TOD Streetscape Improvements	Streetscape Improvements	$4,100,000	Remaining streetscape improvements along Crowther Ave including land acquisition costs and street improvements	Approximately .25 mile segment of improvements	TBD
Total Facilities Cost		$4,100,000			
Offsetting Revenues		**($877,937)**			
Total Facilities Cost		$3,222,063			

General Plan Element Conformity: Sustainability/Mobility

EXHIBIT "B"
TO RESOLUTION NO. R-2026-22
City of Placentia Development Impact Fee Schedule

Non-TOD Area Land Use Type	Police	Fire	General Government	Parks	Transportation	Sewer	TOD Sewer	TOD Streetscape	Admin
Single Family Residential 1	$2,998.98	$1,821.88	$1,740.36	$735.49	$963.70	$598.98	NA	NA	$44.30
Multi-Family 1	$2,009.53	$1,220.79	$1,166.17	$492.83	$658.37	$342.28	NA	NA	$29.45
Mobile Homes 1	$1,861.93	$1,131.12	$1,080.51	$456.63	$834.36	$299.49	NA	NA	$28.32
Commercial/Retail 2	$3,705.40	$2,251.03	$2,150.31	NA	$2,425.69	$392.88	NA	NA	$54.63
Office 2	$3,566.73	$2,166.79	$2,069.84	NA	$830.12	$392.88	NA	NA	$45.13
Industrial 2	$1,534.57	$932.25	$890.54	NA	$381.66	$419.06	NA	NA	$20.79
Hotel/Motel 2	$425.61	$258.56	$246.99	NA	$619.14	$342.28	NA	NA	$9.46

TOD Area Land Use Type	Police	Fire	General Government	Parks	Transportation	Sewer	TOD Sewer	TOD Streetscape	Admin
Single Family Residential 1	$2,998.98	$1,821.88	$1,740.36	$735.49	$963.70	$598.98	$0.00	$0.00	$44.30
Multi-Family 1	$2,009.53	$1,220.79	$1,166.17	$492.83	$658.37	$342.28	$882.89	$1,131.76	$39.52
Mobile Homes 1	$1,861.93	$1,131.12	$1,080.51	$456.63	$834.36	$299.49	$0.00	$0.00	$28.32
Commercial/Retail 2	$3,705.40	$2,251.03	$2,150.31	NA	$2,425.69	$392.88	$1,013.41	$4,169.82	$80.54
Office 2	$3,566.73	$2,166.79	$2,069.84	NA	$830.12	$392.88	$1,013.41	$1,427.00	$57.33
Industrial 2	$1,534.57	$932.25	$890.54	NA	$381.66	$419.06	$1,080.95	$656.09	$29.48
Hotel/Motel 2	$425.61	$258.56	$246.99	NA	$619.14	$342.28	$882.89	$1,064.32	$19.20

For Non-TOD Area and TOD Area fee tables above
1 Residential Land Use Type (per unit)
2 Non-Residential Land Use Type (per, 1,000 sq. ft or per hotel/motel room)
1,2 Land Use Types are defined in Development Impact Fee Justification Study dated April 15, 2026

Applicable Citywide Development Impact Fees for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) for Non-TOD Area and TOD Area fee tables above shall be calculated as follows: For ADUs of less than 750 square feet: None. For ADUs of 750 square feet or more on a lot containing single family dwelling(s): The product of: (full fee for single family dwellings) x (square footage of the proposed ADU / square footage of primary dwelling) = ADU Development Impact Fee. For ADUs of 750 square feet or more on a lot containing multi-family dwellings: The product of: (full fee for multi-family dwellings) x (square footage of the proposed ADU / average square footage of the multi-family units on site) = ADU Development Impact Fee.
For JADUs: JADUs that are permitted and contained within the existing square footage of a single-family residence shall not be subject to Citywide Development Impact Fees. However, JADUs that are part of new construction or are constructed as part of an addition to a single-family residence shall be subject to Development Impact Fees at the same rate as a single-family residence.

Quimby Fee Land Use Type 1	Unit	Total
Single Family Attached & Detached	Per Unit	$5,455.00
Multi-Family (2-4 Units)	Per Unit	$5,020.00
Multi-Family (5+ Units)	Per Unit	$5,020.00
Mobile Homes	Per Unit	$3,994.00

1 Land Use Types are defined in Development Impact Fee Justification Study dated April 15, 2026

Storm Drainage and Animal Shelter Land Use Type 1	Unit	(Area A)	(Area C)	(Area G) [2]	Unit	Animal Shelter
Single Family Detached	Per Unit	$333.77	$152.43	$4,625.00	Per Sq. Ft	$0.011
Single Family Attached	Per Unit	$272.57	$123.50	$4,625.00	Per Sq. Ft	$0.022
Multi-Family Housing	Per Unit	$208.05	$94.57	$4,625.00	Per Sq. Ft	$0.033
Mobile Homes	Per Unit	$312.63	$141.29	$4,625.00	Per Sq. Ft	$0.022
Commercial/Retail	Per Sq. Ft	$0.211	$0.089	$4,625.00	Per Sq. Ft	N/A
Office	Per Sq. Ft	$0.133	$0.067	$4,625.00	Per Sq. Ft	N/A
Industrial	Per Sq. Ft	$0.377	$0.167	$4,625.00	Per Sq. Ft	N/A

1 Land Use Types for Storm Drainage and Animal Shelter fees only are defined as:

Single-family detached housing means detached one-family dwelling units.
Single-family attached housing means attached one-family unit buildings with an assessor's parcel number for each dwelling unit.
Multifamily housing means buildings or structures designed for two or more families for living or sleeping purposes and having kitchen and bath facilities for each family.
Mobile home means a development area for residential occupancy in vehicles that require a permit to be moved on a highway, other than a motor vehicle designed or used for human habitation and for being drawn by another vehicle.
Retail/Commercial means buildings to be used for retail, general commercial, hotel/motel, private school, and similar nonresidential occupancy.
Office means a building to be used for general business services, professional office, medical office, and similar nonresidential occupancy.

2 Storm Drainage Impact Fees for Area G only shall be set at $4,625 per acre* pursuant to Agreement between the City of Placentia and the Yorba Linda Water District until it's expiration on October 11, 2027. Said Impact Fees shall not be automatically adjusted annually.

Applicable Citywide Development Impact Fees for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) for Storm Drainage and Animal Shelter fees above shall be calculated as follows: For ADUs of less than 750 square feet: None. For ADUs of 750 square feet or more on a lot containing single family dwelling(s): The product of: (full fee for single family dwellings) x (square footage of the proposed ADU / square footage of primary dwelling) = ADU Development Impact Fee. For ADUs of 750 square feet or more on a lot containing multi-family dwellings: The product of: (full fee for multi-family dwellings) x (square footage of the proposed ADU / average square footage of the multi-family units on site) = ADU Development Impact Fee.
For JADUs: JADUs that are permitted and contained within the existing square footage of a single-family residence shall not be subject to Citywide Development Impact Fees. However, JADUs that are part of new construction or are constructed as part of an addition to a single-family residence shall be subject to Development Impact Fees at the same rate as a single-family residence.

RESOLUTION NO. R-2026-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING UPDATED AFFORDABLE HOUSING IMPACT FEES PURSUANT TO CONSTRUCTION COST INDEX FOR RESIDENTIAL AND NON-RESIDENTIAL DEVELOPMENTS CITYWIDE; AND DETERMINE THAT THE ADOPTION OF THE AFFORDABLE HOUSING IMPACT FEES IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, to implement the affordable housing goals, policies and programs of the City's Housing Element, In 2017 the City Council considered and adopted an affordable housing ordinance ("Affordable Housing Ordinance") that, among other things, authorized the imposition of residential affordable housing impact fees for certain residential development projects to mitigate the impact of such projects on the need for affordable housing in the City of Placentia ("City"); and

WHEREAS, pursuant to Government Code Section 66000 *et seq*., ("Mitigation Fee Act") the City is empowered to impose fees and other exactions to provide necessary public facilities required to mitigate the negative effects of new development in the City; and

WHEREAS, the proposed fees are based upon the information contained in two documents prepared by City Staff and DTA Public Finance, Inc. entitled Affordable Housing Linkage Fee Non-Residential Justification Study, City of Placentia and Affordable Housing In-Lieu Fee Residential Justification Study, City of Placentia, both dated April 2026 (collectively "Nexus Study"); and

WHEREAS, to ensure that development projects remain economically feasible, the recommended residential and non-residential affordable housing impact fees, as shown in the Exhibit "A" attached hereto an incorporated by reference, do not exceed the justified fees needed to mitigate the actual affordable housing impacts attributable to the development projects to which the fees relate, as determined by the Nexus Study; and

WHEREAS, the Affordable Housing Ordinance and Title 5 of the Placentia Municipal Code authorizes the City Council to adopt by resolution residential affordable housing impact fees, and update said fees, and the City Council desires to do so; and

WHEREAS, at least ten days prior to the date this resolution is being heard, data was made available to the public indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied, and the revenue sources anticipated to provide the service, including general fund revenues, in accordance with Government Code Section 66019; and

WHEREAS, at least fourteen days prior to the date this resolution is being heard, notice was provided to any persons or organizations who had requested notice, in accordance with Government Code Section 66019; and

WHEREAS, notice of the hearing on the proposed fee was published twice in the manner set forth in Government Code Section 6062a as required by Government Code Sections 66004 and 66018; and

WHEREAS, the City Council has reviewed the information contained in this Resolution and the accompanying staff report and any attachments at a meeting held on April 21, 2026.

NOW, THEREFORE, the City Council of the City of Placentia, California, does hereby resolve as follows:

Section 1. The foregoing recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. The findings of the Nexus Study have been considered and are hereby incorporated into this Resolution by this reference.

Section 3. The facts and substantial evidence in the record establish that there is a reasonable relationship between the need for affordable housing and the impacts of the development described in the Nexus Study for which the corresponding fee is charged, and that there is also a reasonable relationship between the use of the residential affordable housing impact fee and the type of development for which the fee is charged, as is described in more detail in the Nexus Study.

Section 4. The Nexus Study sets forth cost estimates, in 2026 dollars, that are reasonable for constructing affordable housing, and the fees expected to be generated by new development will not exceed these costs.

Section 5. The City Council hereby adopts those residential affordable housing impact fees shown on Exhibit "A", attached hereto and incorporated by reference herein.

Section 6. The City Council finds that all of the affordable housing impact fees adopted pursuant to this Resolution do not exceed the actual affordable housing impacts of the development projects to which those affordable housing impact fees relate, as further set forth in the Nexus Study.

Section 7. Adoption of this Resolution is exempt from the California Environmental Quality Act because the adoption of this resolution is not a project, in that it is a government funding mechanism which does not involve any commitment to any specific project (CEQA Guidelines Section 15378(b)(4)), and because it can be seen with certainty that there is no possibility that the fees may have a significant effect on the environment, in that this Resolution contains no provisions modifying the physical design,

development, or construction of residences or the construction of any development project. This exemption is based on CEQA Guidelines Section 15061 (b)(3), 15378(b)(4), and 15273.

Section 8. Be it further resolved that any other resolutions and/or parts of any other resolution in conflict herewith are hereby repealed.

Section 9. Should any section, subsection, clause or provision of this Resolution for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Resolution, it being hereby expressly declared that this Resolution, and each and every section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, approved, adopted and/or ratified irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases of this Resolution be declared invalid or unconstitutional.

Section 10. The City Clerk shall certify to the passage and adoption of this Resolution.

Section 11. The fees adopted pursuant to this Resolution go into effect 60 days from the adoption of this Resolution, and concurrent with the effective date of this Resolution, Resolution No. R-2024-23 shall be repealed and replaced with this Resolution.

PASSED, APPROVED AND ADOPTED this 21st day of April 2026.

_____
Chad P. Wanke, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 21st day of April 2026 by the following vote:

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

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

Exhibit A: Affordable Housing Impact Fees

EXHIBIT "A"

AFFORDABLE HOUSING IMPACT FEES

Affordable Housing Land Use Type[1]	Unit	Total
Single Family Detached	Per Unit	$12,513.00
Townhome	Per Unit	$8,939.00
Condominium	Per Unit	$8,939.00
Apartment	Per Unit	$3,575.00
Commercial/Retail	Per Sq. Ft	$5.19
Office	Per Sq. Ft	$5.19
Industrial	Per Sq. Ft	$1.97
Hotel/Motel	Per Sq. Ft	$0.87

1 Land Use Types are defined in Development Impact Fee Justification Study dated April 15, 2026

ORDINANCE NO. O-2026-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING TITLE 5 OF THE PLACENTIA MUNICIPAL CODE (SCHEDULE OF FEES) TO ADD SECTION 5.02.105 "GENERAL GOVERNMENT FACILITIES FEES" ESTABLISHING A CITY FACILITIES IMPACT FEES AS PART OF THE CITY'S DEVELOPMENT IMPACT FEE PROGRAM, AND ADOPTING NECESSARY FINDINGS FOR THE ESTABLISHMENT OF THE CITY FACILITIES IMPACT FEES.

City Attorney Summary

This Ordinance would add Section 5.02.105 to the City of Placentia Municipal Code establishing a City Facilities Fee on new development and conversions to fund the construction, expansion, renovation, and improvement of City buildings and related facilities.

A. RECITALS

WHEREAS, the continuing growth of the City of Placentia ("City"), combined with the expectation of high-quality services by persons who live and work in the City have encouraged a review of the City's existing and future City facilities made necessary by new development; and

WHEREAS, pursuant to Government Code Section 66000 *et seq*., ("Mitigation Fee Act") the City is empowered to impose fees and other exactions to provide necessary public facilities required to mitigate the negative effects of new development in the City; and

WHEREAS, the type of improvements that public facility fees can pay for include the construction, expansion, renovation, and improvement of government facilities; and

WHEREAS, it is fair and equitable for new development to pay its fair share and contribute to the financing and development of government facilities; and

WHEREAS, the proposed fees are based upon the information contained in a document and addendum prepared by City staff and DTA Public Finance, Inc. entitled Development Impact Fees Justification Study, City of Placentia, dated April 2026 (t "Nexus Study"); and

WHEREAS, the City desires to add a General Government Facilities Fee to its development impact fee program; and

WHEREAS, copies of the Nexus Study are on file in the City Clerk's office and have been made available for public review in accordance with state law, as more fully described below; and

WHEREAS, the City has: 1) made available to the public, at least ten days prior to its public hearing, data indicating the estimated cost required to provide the facilities and infrastructure for which these development fees are levied and the revenue sources anticipated to provide those facilities and infrastructure; 2) mailed notice at least fourteen days prior to this meeting to all interested parties who have requested notice of new or increased development fees; and 3) held a duly noticed, regularly scheduled public hearing on April 21, 2026, at which time oral and written testimony was received regarding the proposed fees; and

WHEREAS, the City Council has reviewed and considered the staff report, the Nexus Study and all oral and written testimony.

B. ORDINANCE

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. Section 5.02.105 of the Placentia Municipal Code is added in its entirety as follows:

§ 5.02.105 General Government facilities fees.

(a) Findings. The City Council finds:

(1) Additional or remodeled government facilities are needed to accommodate future growth and maintain an acceptable level of existing government facilities for all areas of the City of Placentia.

(2) New development or conversions within the City of Placentia result in increased usage of the existing government facilities, which thereby increases the service requirements and capital equipment requirements of the government facilities. Such increased usage does not ordinarily result from mere subdivision or parcel map divisions of existing properties in the absence of new development or conversions.

(3) In the absence of the imposition of a government facility impact fee upon new development or conversions, the additional capital expenses necessary to maintain an acceptable level of civic services for the entire City would be unfairly imposed upon the owners and

residents of the existing buildings and improvements within the City of Placentia.

(4) The government facility fee will be used to fund the construction, expansion, and improvement of government facilities that are needed to serve new development.

(5) The facts and evidence presented in the City's impact fee study establish that there exists a reasonable relationship between the need for government facilities improvements and the impacts of the types of new developments or conversions for which a corresponding fee is charged. A reasonable relationship or nexus also exists between the fee's use and the type of new development or conversions for which the fee is charged.

(b) Schedule of General Government Facilities Fees. A general government facilities fee shall be imposed on new development or conversions within the City of Placentia. See Section 5.02.180 "Schedule of development impact fees."

(c) There is hereby established and created a fund of the City entitled "General Government facilities impact fund" and all revenues derived from and monies collected under this section, including accrued interest thereon, shall be deposited in such fund. The City facilities impact fund is established for the sole purpose of providing money for the construction, expansion, renovation, and reconstruction of City facilities.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on the 21st day of April 2026.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF ____ 2026

_____
Chad P. Wanke, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia held on the 21st day of April 2026, and adopted at a regular meeting of the City Council of the City of Placentia, held on the ___ day of ____, 2026 by the following vote:

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

ATTEST:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

ORDINANCE NO. O-2026-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING TITLE 5 OF THE PLACENTIA MUNICIPAL CODE (SCHEDULE OF FEES) BY AMENDING CHAPTERS 5.01 (FEES SET BY RESOLUTION), 5.03 (TRANSIT ORIENTED DEVELOPMENT (TOD) DEVELOPMENT IMPACT FEES), 5.12 (FIRE DEPARTMENT) AND 5.24 (PUBLIC WORKS DEPARTMENT) AS PART OF THE CITY'S DEVELOPMENT IMPACT FEE PROGRAM.

City Attorney Summary

This Ordinance would clean up Title 5 (Schedule of Fees) of the City of Placentia Municipal Code to delete selections that no longer apply, revise the Fire Department to remove references to Orange County Fire, and provide clarification as to fees applicable to Transit Oriented Development.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

Section 1. Section 5.01.010 of the Placentia Municipal Code is hereby amended as follows:

Fees related to the work of the building division, the planning department, the police department, the fire and life safety department, the public works department, and the community services department shall be established by ~~city~~ City ~~council~~ Council resolution.

Section 2. Section 5.03.020(a) of the Placentia Municipal Code is hereby amended as follows:

§ 5.03.020 Description of fees.

(a) Development impact fees are hereby established on new development or conversions within the TOD area of the ~~city~~ City of Placentia to pay for public improvements related to civic improvement projects, public safety, sewer projects, traffic mitigation, storm drain, and parks as set forth in Chapter 5.02 as well as the fees set forth in this Chapter. In the following ~~sections~~Sections, the ~~city~~ City ~~council~~ Council sets forth the specific amount of the development fee for each type of public improvement project.

Section 3. Section 5.03.100 of the Placentia Municipal Code is hereby deleted in its entirety.

Section 4. Chapter 5.12 (Fire Department) of the Placentia Municipal Code is hereby amended in its entirety and replaced with the following:

Chapter 5.12 Fire Department

§ 5.12.010. Adoption of fire and life safety department fees.
§ 5.12.020. Administration.
§ 5.12.030. Definitions.
§ 5.12.040. Alarm business, central station and false alarm service charges.
§ 5.12.050. Intentional false alarms—Penalties.

§ 5.12.010. Adoption of fire and life safety department fees.

The City Council is authorized to provide by resolution the amount of each fee which shall be charged to those City residents who request, require or incur fire prevention, false alarm and other miscellaneous services provided by the Fire and Life Safety Department. Said fees may be amended by the City Council from time to time.

§ 5.12.020. Administration.

The Fire and Life Safety Department of the City is authorized to administer the fire department fee schedule and take collection and enforcement action as may be necessary.

§ 5.12.030. Definitions.

For the purpose of this Chapter the words set out in this Section shall have the following meanings:

"False alarm" means an alarm necessitating response by the fire department where an emergency situation does not exist. This shall include mechanical failure, accidental tripping, misoperation, malfunction, misuse or neglect of an alarm system.
"Fire department" means the City of Placentia Fire and Life Safety Department. "Fire department" includes and also means the emergency response agency.
"Person" means any individual, occupant, business owner, partnership, corporation, or other entity.

§ 5.12.040. Alarm business, central station and false alarm service charges.

In addition to such other fines or penalties established by law, a false alarm service fee is imposed upon the residential occupants and/or commercial owner and/or operator of the premises wherein a false alarm was made and any central station owners and operators who initiated the fire department's response to such premises. The City Council is authorized to provide by resolution the amount of each fee which shall be charged to those City residents and/or businesses who incur false alarm charges and/or penalties and other miscellaneous charges relating to alarm systems and businesses for services provided by the fire department.

§ 5.12.050. Intentional false alarms—Penalties.

No person shall intentionally initiate a false alarm except for purposes of testing an alarm system and then only if made in accordance with the rules and regulations of the fire department therefor and after having given the emergency response agency or the fire department prior notice thereof. Any person who violates this section shall be guilty of a misdemeanor and shall be also subject to such other penalties prescribed by law.

Section 5. Sections 5.24.030 (Storm drain acreage fees), 5.24.060 (Sewer acreage fees) and 5.24.090 (Thoroughfare acreage fees) of the Placentia Municipal Code are hereby deleted in its entirety.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on the 21st day of April 2026.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF ____ 2026

_____
Chad P. Wanke, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia held on the 21st day of April 2026, and adopted at a regular meeting of the City Council of the City of Placentia, held on the ___ day of ____, 2026 by the following vote:

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

ATTEST:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

www.FinanceDTA.com

DEVELOPMENT IMPACT FEE JUSTIFICATION STUDY

CITY OF PLACENTIA

April 15, 2026

Public Finance
Public-Private Partnerships
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CITY OF PLACENTIA

DEVELOPMENT IMPACT FEE JUSTIFICATION STUDY

Prepared for:

City of Placentia

401 E Chapman Avenue

Placentia, CA 92870

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I EXECUTIVE SUMMARY

To adequately plan for new development and identify the public facilities and costs associated with mitigating the direct and cumulative impacts of new development, DTA (formerly David Taussig and Associates) was retained by the City of Placentia (the "City") to update the existing impact fee program by preparing a new AB 1600 Fee Justification Study (the "Fee Study"). The Fee Study is intended to comply with Section 66000 *et seq.* of the Government Code, which was enacted by the State of California in 1987, by identifying additional public facilities that will be required by new development in the City ("Future Facilities") and determining the level of fees that may be imposed to pay the costs of the Future Facilities. As described further herein, the City has designated a roughly 37-acre site within the City as a Transit-Oriented Development ("TOD") area. The fee amounts to be determined will finance police, fire, general government, parks, transportation, streetscape (TOD area only), and sewer at levels identified by the various City departments as necessary to meet the needs of new development through 2040. The Future Facilities and associated construction costs are identified on the City's Needs List for police, fire, general government, parks, transportation, streetscape, and sewer facilities, which is included in Section V of the Fee Study. Facilities for parks shall also be funded through an impact fee pursuant to the Quimby Act. A description of the methodology used to calculate the fees is included in Section V. The purpose of this report is to ensure that all new developments mitigate their direct and cumulative impacts by paying their "fair share" of the cost of the new infrastructure through the development fee program.

A Organization of the Report

This Development Impact Fee Study Report will be presented in the following seven (7) sections:

- Section I contains an Executive Summary, a brief introduction to the report, and an overview of the proposed fees.
- Section II of this report introduces the study, including a brief description of the City's surroundings and background information on development fee financing.
- Section III provides an overview of the legal requirements for implementing and imposing the fee amounts identified in the Fee Study. Included is a discussion of the findings required under the Mitigation Fee Act and the requirements necessary to be satisfied when establishing, increasing, or imposing a fee as a condition of new development, and satisfies the nexus requirements for each facility included as part of this study.
- Section IV includes a discussion of land use characteristics for projected new development and demand variables such as population and the number of housing units and non-residential building square feet through 2040.

- Section V includes a description of the Needs List, which identifies the facilities needed to serve new development through buildout in 2040 that are eligible for funding by the impact fees. The Needs List provides the total estimated facilities costs, offsetting revenues, net costs to the City, and costs allocated to new development for all facilities listed in the Needs List. This section also describes the methodology used to determine the fees for all facility types and presents the proposed fees for each of the land types. Facilities for parks associated with a new subdivision with less than 50 parcels shall be funded through the impact fee pursuant to the Quimby Act as well as AB 1600 impact fees charged Citywide.
- Section VI presents the steps to adopt, administer, and implement the development impact fees.
- Section VII presents a summary of the development impact fees.

This report includes an appendix section presenting the calculations used to determine the findings presented in this report.

- Appendix A includes the demographics summary.
- Appendix B includes the calculations used to determine the various fee levels.

B Impact Fee Summary

B.1. Fee Amounts by Land Use

The total fee amounts for each land use are summarized below in Table ES-1 (Non-TOD area), Table ES-2 (TOD area only), and Table ES-3 (Quimby). Fees presented in this study reflect the maximum fee levels that may be imposed on new development.

Table ES-1: Development Impact Fee Summary (Non-TOD area)

Land Use	Police	Fire	General Gov't	Parks	Trans-portation	Sewer	Admin	Total
Residential Property (per unit)								
Single Family	$2,998.98	$1,821.88	$1,740.36	$735.49	$963.70	$598.98	$44.30	$8,903.70
Multi-Family	$2,009.53	$1,220.79	$1,166.17	$492.83	$658.37	$342.28	$29.45	$5,919.41
Mobile Home	$1,861.93	$1,131.12	$1,080.51	$456.63	$834.36	$299.49	$28.32	$5,692.37
Non-Residential Property (per, 1,000 sq. ft or per hotel/motel room)								
Comm./Retail	$3,705.40	$2,251.03	$2,150.31	NA	$2,425.69	$392.88	$54.63	$10,979.94
Office	$3,566.73	$2,166.79	$2,069.84	NA	$830.12	$392.88	$45.13	$9,071.49
Industrial	$1,534.57	$932.25	$890.54	NA	$381.66	$419.06	$20.79	$4,178.87
Hotel/Motel	$425.61	$258.56	$246.99	NA	$619.14	$342.28	$9.46	$1,902.04

Table ES-2: Development Impact Fee Summary (TOD area)

Land Use	Police	Fire	General Gov't	Parks	Trans-portation	Sewer	Street-scape	Admin	Total
Residential Property (per unit)									
Single Family	$2,998.98	$1,821.88	$1,740.36	$735.49	$963.70	$598.98	$0.00	$44.30	$8,903.70
Multi-Family	$2,009.53	$1,220.79	$1,166.17	$492.83	$658.37	$1,225.17	$1,131.76	$39.52	$7,944.13
Mobile Home	$1,861.93	$1,131.12	$1,080.51	$456.63	$834.36	$299.49	$0.00	$28.32	$5,692.37
Non-Residential Property (per, 1,000 sq. ft or per hotel/motel room)									
Comm./Retail	$3,705.40	$2,251.03	$2,150.31	NA	$2,425.69	$1,406.29	$4,169.82	$80.54	$16,189.08
Office	$3,566.73	$2,166.79	$2,069.84	NA	$830.12	$1,406.29	$1,427.00	$57.33	$11,524.10
Industrial	$1,534.57	$932.25	$890.54	NA	$381.66	$1,500.01	$656.09	$29.48	$5,924.60
Hotel/Motel	$425.61	$258.56	$246.99	NA	$619.14	$1,225.17	$1,064.32	$19.20	$3,858.99

Table ES-3: Quimby Fee Summary

Residential Land Use from 2023 US Census Data	**Impact Fee per Dwelling Unit (other than ADUs)**
SFD and SFA	$26,655
2-4 Plex MFA	$26,576
5 Plex or greater MFA	$20,357
Mobile Homes	$16,547

B.2. Fee Amount for Accessory Dwelling Units

Pursuant to Government Code Section 66311.5, Accessory Dwelling Units ("ADU(s)") are exempt from incurring impact fees from local agencies if such unit is less than 750 square feet of interior livable space. If an ADU has more than 750 square feet of interior livable space, impact fees shall be charged proportionally in relation to the square footage of the primary residence.

II INTRODUCTION

To adequately plan for new development and identify the future facilities and costs associated with mitigating the direct and cumulative impacts of new developments, the City retained DTA to prepare an updated AB 1600 Fee Justification Study (the "Fee Study"). For this study, DTA updated all development impact fees based on updated development information and City facilities.

More specifically, the Fee Study is intended to comply with Section 66477 *et seq.* of the Government Code (Quimby Act for parks facilities for subdivisions less than 50 parcels) which was enacted by the State of California in 1965 and Section 66000 *et seq.* of the Government Code (for police, fire, general government, parks, transportation, streetscape, and sewer facilities) which was enacted by the State of California in 1987, by identifying Future Facilities and determining the level of fees that may be imposed to pay the costs of the Future Facilities. Fee amounts have been determined to finance facilities at levels identified by the various City departments as necessary to meet the needs of new development.

As of the date of the study, this report meets all requirements of Section 66000 *et seq.* of the Government Code. This report does not address, nor has DTA been asked to determine, whether any current or proposed development impact fees are valid under the U.S. Constitution's Fifth Amendment Takings Clause. In Sheetz v. County of El Dorado (2025) U.S., the U.S. Supreme Court held that its decisions in Nollan v. California Coastal Comm'n (1987) 483 U.S. 825 and Dolan v. City of Tigard (1994) 512 U.S. 374 apply to legislatively imposed conditions on land-use permits. However, the Supreme Court left it to the California appellate court on remand to address the validity of the traffic impact fee at issue in the case and determine how to apply Nollan/Dolan in this context. Even though this report is in compliance with all requirements under Section 66000 *et seq.* of the Government Code, DTA cannot predict how courts will resolve such issues in the future and is providing no services nor guarantees of any kind concerning the validity of any impact fees under the U.S. Constitution's Fifth Amendment Takings Clause.

The Future Facilities and associated construction costs are identified in the Needs List, which is included in Section V of the Fee Study. Under the development fee program, all new development may be required to pay its "fair share" of the cost of Future Facilities.

The police, fire, general government, parks, transportation, streetscape, and sewer facilities fees are calculated to fund the cost of facilities needed to meet the needs of new development. Facilities for parks associated with a new subdivision with less than 50 parcels shall be funded through the impact fee pursuant to the Quimby Act as described further in Section V.D. herein. The steps followed in the Fee Study include:

1. **Demographic Assumptions**: Identify future growth that represents the increased facility demand.
2. **Facility Needs and Costs**: Identify Future Facilities required to support the new development and the costs of such facilities. Facilities costs and the Needs List are

discussed in Section V. The police, fire, general government, parks, transportation, streetscape, and sewer facilities impact fees are based on the City's current Level of Service ("LOS") or on the City's list of needed facilities ("Needs List") as described further herein. For purposes of complying with AB 602, the Needs Lists shown herein are considered to be the CIP.

3. **Cost Allocation**: Allocate costs per Equivalent Dwelling Unit ("EDU").
4. **Fee Schedule**: Calculate the fee per residential unit, or non-residential square foot, or in another specific unit of measurement.

This Fee Study uses a planning horizon of 2040 for all projections of demographic growth and the future facilities needed. To ensure that the proposed fee structure meets the nexus requirements of Section 66001 and ensure the fees are proportionate to the impacts generated by the various land uses, this Fee Study uses an Equivalent Dwelling Unit ("EDU") method to fairly allocate costs to new development and determine the appropriate fee levels that will provide a source of funds to pay for the proposed facilities. A more detailed discussion regarding the EDU methodology can be found in Section IV(D).

Application of the EDU methodology depends upon reasonable choices of variables that adequately measure demand for respective facilities ("demand variable").

Table II-1 summarizes the demand variables used in this Fee Study.

Table II-1: Demand Variables

Facility Category	Demand Variable
Police	Population and Employees
Fire	Population and Employees
General Government	Population and Employees
Parks (AB1600)	Population
Transportation	Average Daily Trips
Streetscape	Average Daily Trips
Sewer	Water Usage

Section V of this Fee Study provides detailed analyses of the Needs List for police, fire, general government, parks, transportation, streetscape, and sewer facilities, allocation of costs to new development, and calculation of fee structures for such facilities. As described in Section VI, an administrative component of 0.5% of the aggregate fee amount is added to pay for the City's overhead costs incurred in administering the Fee program.

III LEGAL REQUIREMENTS

The levy of impact fees is one authorized method of financing Future Facilities necessary to mitigate the impacts of new development. A fee is "a monetary exaction or a dedication, other than a tax or special assessment, which is required by a local agency of the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project..." (California Government Code, Section 66000).

A fee may be levied for each type of capital improvement required for new development. The typical fee is paid prior to the beginning of construction of a dwelling unit or non-residential building. Fees are often levied at final map recordation, issuance of a certificate of occupancy, or, more commonly, at building permit issuance.

AB 1600, which created Section 66000 *et seq.* of the Government Code, was enacted by the State of California in 1987 and is described in further detail in Section III.A below. Section III.A applies to the fees calculated for police, fire, general government, parks, transportation, streetscape, and sewer facilities.

California Government Code Section 66477 (the "Quimby Act") is described in further detail in Section III.B below and applies to the fees calculated for parks facilities associated with subdivision maps.

Assembly Bill ("AB") 602 is described in further detail in Section III.C below and applies to police, fire, general government, parks, transportation, streetscape, and sewer facilities.

A Government Code Section 66001

In 2006, Government Code Section 66001 was amended to clarify that a fee cannot include costs attributable to existing deficiencies but can fund costs used to maintain the existing level of service ("LOS") or meet an adopted level of service consistent with the general plan.

Section 66000 *et seq.* of the Government Code thus requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of new development:

1. Identify the purpose of the fee. [Government Code Section 66001(a)(1)]
2. Identify the use to which the fee will be put. [Government Code Section 66001(a)(2)]
3. Determine that there is a reasonable relationship between the fee's use and the type of development on which the fee is to be imposed. [Government Code Section 66001(a)(3)]
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is to be imposed.

[Government Code Section 66001(a)(4)]

5. Discuss how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

This section presents these items as they relate to the imposition of the proposed fees in the City.

1. PURPOSE OF THE FEE [GOVERNMENT CODE SECTION 66001(A)(1)]

New residential and non-residential development within the City will generate additional residents and employees requiring additional public facilities. Land for these facilities will have to be acquired, and public facilities and equipment will have to be expanded, constructed, or purchased to meet this increased demand.

It is the projected direct and cumulative effect of future residential and non-residential development that has required the preparation of this Fee Study. Each new residential and non-residential property will contribute to the need for new police, fire, general government, parks, transportation, streetscape (TOD area only), and sewer facilities, and, as such, the proposed impact fee will be charged to all future development, irrespective of location, within the City. While a portion of the City's future development might be characterized as "infill" development projects, these projects contribute to impacts on public facilities because they are an interactive component of a much greater universe of development located throughout the City. First, the residents associated with any new residential development and the employees associated with any non-residential development in the City have access to, and in fact, may regularly utilize and benefit from, the City's police, fire, general government, parks, transportation, streetscape, and sewer facilities. Second, these residents and employees may have chosen to purchase the specific piece of property in which they reside and/or work partially because of the police, fire, general government, parks, transportation, streetscape, and sewer facilities opportunities located nearby. Third, the availability of such facilities throughout the City has a growth-inducing impact, in that it enhances the City's reputation as a great place to live and work, thereby attracting new development, particularly non-residential development, that may have otherwise gone elsewhere. As a result, all development projects in the City contribute to the cumulative need for new police, fire, general government, parks, transportation, streetscape, and sewer facilities throughout the City.

The impact fees will be used to acquire, install, and construct public facilities identified on the Needs Lists, mitigating the direct and cumulative impacts of new development in the City.

2. **THE USE TO WHICH THE FEE IS TO BE PUT [GOVERNMENT CODE SECTION 66001(A)(2)]**

   The police, fire, general government, parks, transportation, streetscape, and sewer facilities fee will be used for the acquisition, installation, and construction of the public facilities identified on the Needs Lists for such fees, included in Section V of the Fee Study, and other appropriate costs to mitigate the direct and cumulative impacts of new development in the City. The fee will provide a source of revenue to the City to allow for the acquisition, installation, and construction of needed public facilities, which in turn will both preserve the quality of life in the City and protect the health, safety, and welfare of the existing and future residents and employees.

3. **DETERMINE THAT THERE IS A REASONABLE RELATIONSHIP BETWEEN THE FEE'S USE AND THE TYPE OF DEVELOPMENT PROJECT UPON WHICH THE FEE IS IMPOSED (BENEFIT RELATIONSHIP) [GOVERNMENT CODE SECTION 66001(A)(3)]**

   As discussed in Section III.A, the projected direct and cumulative effect of future development has prompted the preparation of the Fee Study. Each development will contribute to the need for new public facilities due to increased usage of such public facilities. Furthermore, without this future development, the City would not need to construct many of the public facilities on the Needs List. The costs of such new facilities have been allocated to both existing and new development based on their level of benefit. Consequently, all new residential and non-residential development within the City, irrespective of location, contributes to the direct and cumulative impacts of development on police, fire, general government, parks, transportation, streetscape, and sewer facilities and creates the need for new public facilities to accommodate growth and the increased impact on such public facilities.

   The police, fire, general government, parks, transportation, streetscape, and sewer facilities fees will be expended for the acquisition, installation, and construction of the public facilities identified on the Needs List for such fees and other authorized uses, as that is the purpose for which the fee is collected. These fees are intended to mitigate the impact of new development on City infrastructure. As previously stated, all new development directly impacts public facilities or contribute to the cumulative impact on public facilities. Moreover, this impact is generally equalized among all types of development because it is the result of increased demands for public facilities created by future residents and employees.

   For the reasons above, there is a reasonable relationship between the design, acquisition, construction, and installation of the facilities on the Needs Lists for police, fire, general government, parks, transportation, streetscape, and sewer

facilities fees and new development.

4. **DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE NEED FOR THE PUBLIC FACILITY AND THE TYPE OF DEVELOPMENT PROJECT UPON WHICH THE FEE IS IMPOSED (IMPACT RELATIONSHIP) [GOVERNMENT CODE SECTION 66001(A)(4)]**

   As previously stated, all new development within the City, irrespective of location, contributes to the direct and cumulative impacts of development on police, fire, general government, parks, transportation, streetscape, and sewer facilities due to increased usage of such public facilities. Moreover, the police, fire, general government, parks, transportation, streetscape, and sewer facilities identified in Section V are specifically a function of the number of projected residents/employees within the City and do not reflect any unmet needs of existing development.

   For the reasons presented herein, there is a reasonable relationship between the need for the public facilities included on the Needs List and all new development within the City. Construction of the facilities included on the Needs List will mitigate the impacts of new development on City infrastructure.

5. **THE RELATIONSHIP BETWEEN THE AMOUNT OF THE FEE AND THE COST OF THE PUBLIC FACILITIES ATTRIBUTABLE TO THE DEVELOPMENT UPON WHICH THE FEE IS IMPOSED ("ROUGH PROPORTIONALITY" RELATIONSHIP) [GOVERNMENT CODE 66001(A)]**

   This Fee Study demonstrates how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed. As set forth above, all new construction in the City impacts police, fire, general government, parks, transportation, streetscape, and sewer facilities. Moreover, each individual development project and its related increase in population and/or employment, along with the cumulative impacts of all development in the City, will adversely impact existing facilities. Thus, imposition of the fee to finance Future Facilities is an efficient and practical method of permitting development to proceed in a responsible manner by mitigating the impact that new development will have on public facilities.

   New development impacts facilities directly and cumulatively. Without any future development, the acquisition, construction, and/or installation of new facilities would not be necessary as existing City facilities are generally adequate. Even new development located adjacent to existing facilities will utilize and benefit from the Future Facilities.

   Based on the analyses contained in Section VII, the proposed fee amounts are roughly proportional to the impacts resulting from new development. Thus,

there is a reasonable relationship between the amount of the fee and the cost of the facilities.

B California Government Code Section 66477

The Quimby Act allows the City, by ordinance, to require the dedication of land or the payment of in-lieu fees, or a combination of both, for park or recreational purposes as a condition of subdivision map approval. The amount of the land to be dedicated or the fee to be imposed in lieu thereof is limited by statute and must be based on policies and standards contained in an adopted general or specific plan.

C Assembly Bill ("AB") 602

The impact fees for police, fire, general government, parks, transportation, streetscape, and sewer facilities included herein were circumscribed by the requirements of AB 602, which was approved by the California State Legislature and signed by Governor Newsom in 2021. Among the significant impacts of AB 602 are the following:

- On or after January 1, 2022, fee justification studies must identify the existing Level of Service ("LOS") for each public facility, determine the proposed new LOS, and (if the proposed new LOS is greater than the existing LOS) include an explanation of why the new LOS is necessary.
- For housing development projects, nexus studies adopted after July 1, 2022, must calculate the fees based on the square footage of proposed units of the development unless the local agency demonstrates that another metric is more appropriate.
- The bill authorizes any member of the public, including an applicant for a development project, to submit evidence that the city, county, or other local agency had failed to comply with the Mitigation Fee Act. The bill requires the legislative body of the city, county, or other local agency to consider any timely submitted evidence and authorize the legislative body to change or adjust the proposed fee or fee increase as specified.
- Large jurisdictions (county population greater than 250,000) and cities within those counties must adopt a capital improvement plan ("CIP") as part of the nexus study.
- Nexus studies shall be updated at least every 8 years from January 1, 2023.

IV DEMOGRAPHICS

To determine the public facilities needed to serve new development and establish fee amounts to fund such public facilities, DTA worked closely with the City to establish projections of future population, employees, and development within the City. The City of Placentia is primarily built-out, and very little future growth will occur on land that is currently undeveloped. Future development will primarily result from intensification and/or redevelopment of existing land uses. For purposes of projecting future population and employment growth, the City categorizes developable land uses as residential and non-residential property. Residential property is further categorized into Single Family Detached, Single Family Attached, Multi-Family, Mobile Home, and Accessory Dwelling Unit ("ADU") uses. Non-residential property is further categorized into Commercial/Retail, Hotel/Motel, Office, and Industrial uses. Based on these designations, DTA established fees for the following eight (8) land use categories to acknowledge the difference in impacts resulting from various land uses and to make the resulting fee program implementable. A summary of the land use classes utilized in this fee study is included in the table below. However, not all fees will apply to all land uses.

Table IV-1: Summary of Land Use Categories

Land Use Classification Fee Study	Definition
Single-Family Residential Units	Includes residential buildings with one or more units including, but not limited to, detached homes and attached homes, townhomes and condominiums, that share a wall and have a unique Assessor Parcel Number for each residential unit.
Multi-Family Units	Includes residential buildings with two or more units including, but not limited to, apartments and assisted-living facility units, for which such units are located on the same Assessor Parcel Number.
Mobile Home Units	Includes homes for residential occupancy in vehicles that require a permit to be moved on a highway, other than a motor vehicle designed or used for human habitation and for being drawn by another vehicle.
Accessory Dwelling Units	Includes units that provide complete, independent living facilities for one or more persons with provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary residence.
Commercial/Retail	Includes, but is not limited to, buildings used for the following: ▪ General Commercial; ▪ Retail; ▪ Private school; and ▪ Other similar non-residential occupancy

Land Use Classification Fee Study	Definition
Office	Includes, but is not limited to, building space used for the following: ▪ General business services ▪ Professional office; ▪ Medical office; and ▪ Other similar non-residential occupancy
Industrial	Includes, but is not limited to, building space used for the following: ▪ Manufacturing; ▪ Fabrication; ▪ Assembly; ▪ Storage; ▪ Distribution; and ▪ Other similar non-residential occupancy
Hotel/Motel	Includes Hotel/Motel rooms.

The time horizon used for all fees is through the year 2040 which is the City's current expected buildout year. Demographics projections were developed by the City based on internal City planning data and GIS database as well as other sources including the following:

- Southern California Association of Governments (SCAG). (2024). 2024–2025 RTP/SCS: Placentia Data/Map Book.
- SCAG. (2024). Demographics & Growth Forecast Technical Report.
- California Department of Finance (DOF). (2025). E-5 City/County Population and Housing Estimates.
- California Department of Housing & Community Development (HCD). (2024). Annual Progress Report (APR) Dashboard.
- City of Placentia. (2021). General Plan / OCP.

In addition, the City has designated a roughly 37-acre site within the City as a Transit-Oriented Development ("TOD") area. The TOD area is a revitalization zone centered around the future Placentia Metrolink Station, encouraging a mixed-use, walkable development with multi-family housing, retail, and commercial spaces. Property within the TOD area is identified in the tables below and on the map included in Exhibit A herein.

An overview of City development is presented as follows:

- Section A summarizes the existing development in the City.
- Section B below summarizes the future development in the City through the year 2040.

- Section C below summarizes the EDU methodology used in all fee calculations.

A Existing Development within the City (as of January 1, 2025)

A.1 Residential Development (applies to all fees except Quimby Fee)

According to information provided by the City, there were 53,028 residents residing in 18,608 residential units within the City as of January 1, 2025. The table below summarizes the existing residential development within the City.

Table IV-2: Estimated Existing Residential Development

Residential Property	Existing Number of Residents (2025)	Existing Number of Units (2025)	Existing Residents per Unit (2025)
Non-TOD Area			
Single Family Residential	40,556 residents	13,238 **units**	3.06 residents per unit
Multi-Family	9,705 residents	3,896 **units**	2.49 residents per unit
Mobile Homes	1,476 residents	776 **units**	1.90 residents per unit
Accessory Dwelling Units	87 residents	65 **units**	1.34 residents per unit
Subtotal, Non-TOD Area	51,824 residents	17,975 units	2.88 residents per unit
TOD Area			
Multi-Family	1,204 residents	633 **units**	1.90 residents per unit
Subtotal, TOD Area	1,204 residents	633 units	1.90 residents per unit
Total	**53,028 residents**	**18,608 units**	**2.85** residents per unit

A.2 Residential Development (applies to Quimby Fee)

The Quimby Fee is calculated pursuant to the methodology described in the Quimby Act. Therefore, the existing development information used for the Quimby Fee is based on 51,760 existing residents and 16,979 existing residential units as indicated in the 2023 United States Census Data.

A.3 Non-Residential Development

According to information provided by the City, there were 1.7 million square feet of existing Commercial/Retail development, 2.7 million square feet of existing Office development, 5.0 million square feet of existing Industrial development, and 460 existing Hotel/Motel rooms within the City.

In terms of employees, the City is estimated to have 5,431 existing Commercial/Retail employees, 7,911 existing Office employees, 7,191 existing Industrial employees, and 200 existing Hotel/Motel employees within the City.

The table below summarizes the existing non-residential development within the

City.

Table IV-3: Estimated Existing Non-Residential Development

Non-Residential Property	Existing Employees (2025)	Existing Building Square Feet or Rooms (2025)	Employees per 1,000 Sq. Ft. or per Room
Non-TOD Area			
Commercial/Retail	4,914 employees	1,641,263 sq. ft.	2.99 emp./1,000 sq. ft.
Office	7,264 employees	2,580,779 sq. ft.	2.81 emp./1,000 sq. ft.
Industrial	6,759 employees	4,739,812 sq. ft.	1.43 emp./1,000 sq. ft.
Hotel/Motel	200 employees	460 rooms	0.43 emp./1,000 sq. ft.
Subtotal, Non-TOD Area	19,137 employees	8,961,854 sq. ft.	2.14 emp./1,000 sq. ft.
TOD Area			
Commercial/Retail	517 employees	93,975 sq. ft.	5.50 emp./1,000 sq. ft.
Office	647 employees	135,416 sq. ft.	4.78 emp./1,000 sq. ft.
Industrial	432 employees	270,767 sq. ft.	1.59 emp./1,000 sq. ft.
Hotel/Motel	0 employees	0 rooms	NA.
Subtotal, TOD Area	1,596 employees	500,158 sq. ft.	3.19 emp./1,000 sq. ft.
Total	**20,733 employees**	**9,462,012 sq. ft.**	**NA**

B Future Development within the City (2025-2040)

This section describes development through 2040. The fee calculations for the various City departments (i.e., police, fire, etc.) as presented herein rely on development information related to population, residential dwelling units, employees, and non-residential building square feet as described below.

B.1 Residential Development (2025-2040)

The City estimates that there will be a population increase from 2025 through 2040 of 8,716 new residents. To accommodate this population growth, the City expects 3,580 new dwelling units in the future.

The table below summarizes the future demographics for residential property from 2025 through 2040.

Table IV-4: Estimated Future Residential Development (2025-2040)

Residential Property	Future Number of Residents (2025 to 2040)	Future Number of Units (2025 to 2040)	Future Residents per Unit (2025 to 2040)
Non-TOD Area			
Single Family Residential	4,672 residents	1,525 units	3.06 residents per unit
Multi-Family	1,121 residents	450 units	2.49 residents per unit
Mobile Homes	171 residents	90 units	1.90 residents per unit
Accessory Dwelling Units	301 residents	225 units	1.34 residents per unit
Subtotal, Non-TOD Area	6,265 residents	2,290 units	2.74 residents per unit
TOD Area			
Multi-Family	2,451 residents	1,290 units	1.90 residents per unit
Subtotal, TOD Area	2,451 residents	1,290 units	1.90 residents per unit
Total	**8,716 residents**	**3,580 units**	**2.43 residents per unit**

B.2 Non-Residential Development (2025-2040)

The City estimates that there will be an increase in non-residential development of 122,600 building square feet of new Commercial/Retail space, 35,600 building square feet of new Office space, 225,000 building square feet of new Industrial development, and 500 new Hotel/Motel rooms.

The City estimates that this development growth will create additional new employees from 2025 through 2040 of 464 new Commercial/Retail employees, 130 new Office employees, 357 new Industrial employees, and 217 new Hotel/Motel employees.

The table below summarizes the future demographics for the non-residential land uses from 2025 through 2040.

Table IV-5: Estimated Future Non-Residential Development (2025 through Year 2040)

Non-Residential Property	Future Building Square Feet or Rooms (2025 to 2040)	Future Employees (2025 to 2040)	Employees per 1,000 Sq. Ft. or per Room
Non-TOD Area			
Commercial/Retail	72,600 sq. ft.	189 employees	2.60 emp./1,000 sq. ft.
Office	20,600 sq. ft.	58 employees	2.81 emp./1,000 sq. ft.
Industrial	225,000 sq. ft.	357 employees	1.59 emp./1,000 sq. ft.
Hotel/Motel	350 rooms	152 employees	0.43 emp./1,000 sq. ft.
Subtotal, Non-TOD Area	318,200 sq. ft.	756 employees	2.38 emp./1,000 sq. ft.
TOD Area			
Commercial/Retail	50,000 sq. ft.	275 employees	5.50 emp./1,000 sq. ft.
Office	15,000 sq. ft.	72 employees	4.78 emp./1,000 sq. ft.
Industrial	0 sq. ft.	0 employees	NA
Hotel/Motel	150 rooms	65 employees	0.43 emp./1,000 sq. ft.
Subtotal, TOD Area	65,000 sq. ft.	412 employees	6.34 emp./1,000 sq. ft.
Total	**383,200 sq. ft.**	**1,168 employees**	**NA**

C Future Reduction in Development within the City (2025-2040)

This section describes the future reduction of industrial development through 2040. The City estimates that 162,460 building square feet of existing industrial development in the TOD area will be demolished through 2040. This will result in a decrease of approximately 259 employees in the TOD area through 2040. This reduction in industrial development will coincide with the development of new multi-family residential units in the TOD area during roughly the same time frame. These new multi-family residential units in the TOD area are already accounted for in the future development information described in Section B above.

D Equivalent Dwelling Unit Projections

Equivalent Dwelling Units ("EDUs") are a means of quantifying different land uses in terms of their equivalence to a residential dwelling unit, where equivalence is measured in terms of potential infrastructure use or benefit for each type of public facility.

California Government Code §66001(4)(b) requires that there be a "...reasonable relationship between the amount of the fee and the cost of the public facility, or portion of the public facility, attributable to the development on which the fee is imposed." This study uses an EDU methodology to ensure that a reasonable relationship is maintained within the proposed fee structure. This approach uses, for given land uses, a method of comparison of that land use to a baseline land use using a common demand variable. A demand variable

is a measurable factor directly related to the size or quantity of the public facility. In other words, the new development generates demand, and the demand variables are an effort to quantify the demand for each land use.

As stated earlier, fees are calculated for various land use categories. Each land use has different levels of demand for the new facilities as quantified by the demand variable most closely related to determining the size and cost of the facility in question. For instance, additional residents and employees resulting from growth in the various land uses will generate demand for expanded police facilities in the existing police department system; therefore, population and employee increase would be considered a reasonable common demand variable and the population growth from a new residence and employees per 1,000 building square feet would be used as the baseline.

The table below shows the fee category, service factor, applicable land uses, and the timeframe for calculating the EDUs.

Table IV-6: Service Factor

Facility Type	Service Factor	Fee Charged to Land Uses
Police	Residents and Employees Served	Res. and Non-Res.
Fire	Residents and Employees Served	Res. and Non-Res.
General Government	Residents and Employees Served	Res. and Non-Res.
Parks	Residents Served	Res. Only
Sewer	Sewer Generation	Res. and Non-Res.
Transportation	Average Daily Trips	Res. and Non-Res.
Streetscape	Average Daily Trips	Res. and Non-Res.

Population and employees serve as key indicators of demand for public services because they directly contribute to and rely on the availability of such services. For instance, the number of residents and employees in a community influences the need for essential services such as public safety. Changes in the population of residents and employees reflect shifts in service needs, making them crucial for forecasting and planning public services.

D.1 EDU Factors

EDU factors for each land use of existing development are shown in Table IV-7 below (for police, fire, general government, and parks facilities). The EDUs for sewer and transportation, and streetscape facilities are described in the fee calculation sections herein.

All EDU factors are calculated assuming that 1.00 EDU is equivalent to one future single family residential unit with an average future population density of 3.06 residents per unit as provided by the City.

Table IV-7: EDU Factors for Existing Development (2025)

Residential Property	Existing Residents per Unit	Existing EDUs per Unit
Non-TOD Area		
Single Family Residential	3.06	1.000
Multi-Family	2.49	0.813
Mobile Homes	1.90	0.621
Accessory Dwelling Units	1.34	0.437
TOD Area		
Multi-Family	1.90	0.621
Non-Residential Property	**Existing Employees per 1,000 Non-Res. SF / Room**	**Existing EDUs per 1,000 Non-Res. SF / Room**
Non-TOD Area		
Commercial/Retail	2.99	0.977
Office	2.81	0.919
Industrial	1.43	0.465
Hotel/Motel	0.43	0.142
TOD Area		
Commercial/Retail	5.50	1.796
Office	4.78	1.561
Industrial	1.59	0.520
Hotel/Motel	NA	NA

Applying the EDU factors shown in the table above to the existing development results in 24,076 total existing EDUs, as shown in Table IV-8 below. For example, for existing multi-family residential property in the non-TOD area, there are 3,168 EDUs which is based on 0.813 EDUs per unit multiplied by 3,896 existing units.

Table IV-8: Total EDUs for Existing Development (2025)

Residential Property	Units	Existing EDUs per Unit	Total Existing EDUs
Non-TOD Area			
Single Family Residential	13,238 units	1.000	13,238
Multi-Family Residential	3,896 units	0.813	3,168
Mobile Homes	776 units	0.621	482
Accessory Dwelling Units	65 units	0.437	28
Subtotal, Non-TOD Area	17,975 units		16,916
TOD Area			
Multi-Family	633 units	0.621	393
Subtotal, TOD Area	633 units	0.621	393
Subtotal Residential	*18,608 units*	*NA*	*17,309*
Non-Residential Property	**Rooms/Sq. Ft.**	**Existing EDUs per 1,000 Sq. Ft./Room**	**Total Existing EDUs**
Non-TOD Area			
Commercial/Retail	1,641,263 sq. ft.	0.977	1,604
Office	2,580,779 sq. ft.	0.919	2,371
Industrial	4,739,812 sq. ft.	0.465	2,206
Hotel/Motel	460 rooms	0.142	65
Subtotal, Non-TOD Area	8,961,854 sq. ft.		6,247
TOD Area			
Commercial/Retail	93,975 sq. ft.	1.796	169
Office	135,416 sq. ft.	1.561	211
Industrial	270,767 sq. ft.	0.520	141
Hotel/Motel	0 rooms	NA	NA
Subtotal, TOD Area	*500,158 sq. ft.*		*521*
Subtotal Non-Residential	*9,462,012 sq. ft.*	*NA*	*6,767*
Total	**N/A**	**N/A**	**24,076**

EDU factors for each land use of future development are calculated as shown in the table below.

Table IV-9: EDU Factors for Future Development (2025-2040)

Residential Property	Future Residents per Unit	Future EDUs per Unit
Non-TOD Area		
Single Family Residential	3.06	1.000
Multi-Family Residential	2.49	0.813
Mobile Homes	1.90	0.621
Accessory Dwelling Units	1.34	0.437
TOD Area		
Multi-Family	1.90	0.621
Non-Residential Property	**Future Employees per 1,000 Non-Res. SF / Room**	**Future EDUs per 1,000 Non-Res. SF / Room**
Non-TOD Area		
Commercial/Retail	2.60	0.850
Office	2.82	0.919
Industrial	1.59	0.518
Hotel/Motel	0.43	0.142
TOD Area		
Commercial/Retail	5.50	1.796
Office	4.78	1.561
Industrial	NA	NA
Hotel/Motel	0.43	0.142

Applying the EDU factors shown in the table above to the future development results in 3,142 future EDUs, as shown in Table IV-10 below. For example, for future multi-family residential property in the non-TOD area, there are 366 EDUs which is based on 0.813 EDUs per unit multiplied by 450 future units.

Table IV-10: Future Development (2025-2040)

Residential Property	Units	Future EDUs per Unit	Total Future EDUs
Non-TOD Area			
Single Family Residential	1,525 units	1.000	1,525
Multi-Family Residential	450 units	0.813	366
Mobile Homes	90 units	0.621	56
Accessory Dwelling Units	225 units	0.437	98
Subtotal, Non-TOD Area	2,290 units	NA	2,045
TOD Area			
Multi-Family	1,290 units	0.620	800
Subtotal, TOD Area	1,290 units	0.620	800
Subtotal Residential	*3,580 units*	*NA*	*2,845*
Non-Residential Property	**Sq. Ft./Rooms**	**Future EDUs per 1,000 Sq. Ft./Room**	**Total Future EDUs**
Non-TOD Area			
Commercial/Retail	72,600 sq. ft.	0.850	62
Office	20,600 sq. ft.	0.919	19
Industrial	225,000 sq. ft.	0.518	117
Hotel/Motel	350 rooms	0.142	50
Subtotal, Non-TOD Area	318,200	NA	247
TOD Area			
Commercial/Retail	50,000 sq. ft.	1.796	90
Office	15,000 sq. ft.	1.561	23
Industrial	(162,460 sq. ft.)	0.520	(85)
Hotel/Motel	150 rooms	0.142	21
Subtotal, TOD Area	(97,460 sq. ft.)	NA	50
Subtotal Non-Residential	*220,740 sq. ft.*	*NA*	*297*
Total	**N/A**	**N/A**	**3,142**

Table IV-11 below shows the total development and EDUs in Year 2040. This is equal to the sum of the existing development/EDUs from Table IV-8 and future

development/EDUs from Table IV-10 less the reduction in industrial development from Section IV.C above.

Table IV-11: Total Estimated Development (2040)

Residential Property	Units	EDUs per Unit	Total EDUs
Non-TOD Area			
Single Family Residential	14,763 units	1.000	14,763
Multi-Family Residential	4,346 units	0.813	3,534
Mobile Homes	866 units	0.621	538
Accessory Dwelling Units	290 units	0.437	127
Subtotal, Non-TOD Area	20,265 units	NA	18,961
TOD Area			
Multi-Family	1,923 units	0.620	1,193
Subtotal, TOD Area	1,923 units	NA	1,193
Subtotal Residential	*22,188 units*	*NA*	*20,154*
Non-Residential Property	**Rooms/Sq. Ft.**	**EDUs per 1,000 Sq. Ft./Room**	**Total EDUs**
Non-TOD Area			
Commercial/Retail	1,713,863 sq. ft.	0.972	1,666
Office	2,601,379 sq. ft.	0.919	2,390
Industrial	4,964,812 sq. ft.	0.468	2,323
Hotel/Motel	810 rooms	0.142	115
Subtotal, Non-TOD Area	9,280,054 sq. ft.	NA	6,493
TOD Area			
Commercial/Retail	143,975 sq. ft.	1.796	259
Office	150,416 sq. ft.	1.561	235
Industrial	108,307 sq. ft.	0.520	56
Hotel/Motel	150 rooms	0.142	21
Subtotal, TOD Area	402,967 sq. ft.	NA	571
Subtotal Non-Residential	*9,682,751 sq. ft.*	*NA*	*7,064*
Total	**N/A**	**N/A**	**27,218**

V FEE CALCULATIONS

The following sections present the reasonable relationship for benefit, impact, and rough proportionality tests for each fee element (i.e., police facilities, fire facilities, etc.) and the analysis undertaken to apportion costs for each type of public facility on the Needs List. Detailed fee calculation worksheets for each type of facility are included in Appendix B.

A Police Facilities

The Police Facilities will serve the residents and employees of Placentia by providing public safety services. The Fee Study includes a component for new police facilities, equipment, and vehicles/aircraft that will be required as a direct result of new development within the City. Table V-A1 below illustrates how the police fee will meet the requirements of AB 1600 with regard to the use of the fee, the type of development funded or partially funded by the fee revenue, the reasonable relationship to the need for facilities, and the proportionality requirements.

Table V-A1: Police Fee – AB 1600 Compliance

AB 1600 Code Section	Description	Justification
66001(a)(1)	Identify the purpose of the Fee.	Provide a revenue source that will provide funds to construct various police facilities and acquire equipment and vehicles to mitigate the impacts of new residential and non-residential development on the City's Police facilities.
66001(a)(2)	Identify the use to which the fee is to be put.	Fees will be used to pay for the expansion/construction/acquisition of police facilities, equipment, and vehicles that will be required as a direct result of new development within the City.
66001(a)(3)	Demonstrate how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.	New residential and non-residential development in the City will generate additional residents and employees who will generate service calls, increasing the need for trained police personnel. Buildings, equipment, and vehicles used to provide these services will have to be expanded, constructed, and/or purchased in order to meet this increased demand.

AB 1600 Code Section	Description	Justification
66001(a)(4)	Demonstrate how there is a reasonable relationship between the need for the public facilities and type of development project on which the fee is imposed.	The additional residents and employees from new developments will impact demand for police facilities. New police facilities are needed to mitigate the impacts of the additional residents and employees in order to ensure that the goal of the City's General Plan in maintaining adequate levels of police service throughout the community is met. If additional police facilities are not constructed and equipment and vehicles are not acquired, then overall public safety in the City will suffer.
66001(b)	Demonstrate how there is a reasonable relationship between the amount of the fee and the cost of the public facility.	The police fee is based on the cost of providing new facilities, equipment, and vehicles that will be required as a direct result of new development within the City.

A.1 Existing Facilities

The City of Placentia provided a detailed breakdown of the existing police facilities. The City currently has one police station facility totaling 12,315 square feet of building space, 25 vehicles, 170 surveillance cameras, and 11 license plate readers. See the table below for a summary of the existing inventory.

Table V-A2: Existing Police Facilities

Police Facility	Building Size (Sq. Ft.)
Placentia Police Station (401 E. Chapman)	12,315
Vehicles Category	**Number of Vehicles**
Patrol Cars	25
Equipment	**Equipment Sets**
Surveillance Cameras	170
License Plate Readers	11

A.2 Proposed Facilities and Costs

To determine the proposed facilities, the City must determine the demand for infrastructure created by new development. Residents and businesses benefit from law enforcement services in three ways: (i) directly, (ii) indirectly, and (iii) through standby availability. Direct services are those where a resident or business owner requires a direct response, usually as a result of being the victim of a crime. Direct service results in the form of a law enforcement officer contacting the victim. Indirect benefits, such as crime prevention programs, proactive patrol time, and

other law enforcement services that serve all businesses, citizens, and visitors, are impossible to calculate for a specific boundary. An example of an indirect benefit would be the apprehension of a burglar in a particular neighborhood. Had the burglar not been apprehended and arrested, he/she may have broken into additional homes in the neighborhood. Most residents and businesses may go for many years before ever requiring a call-for-service. However, these fortunate residents and businesses still benefit from law enforcement services, if in no other way than by the knowledge that a law enforcement officer is available through adequate planned standby to respond when needed.

The addition of new residential units and new businesses will increase the demand for enforcement service level by creating more direct calls-for-service, more areas requiring preventive patrol, and, in general, will create more opportunities for crimes to be committed. Demands will be made upon the previously listed assets in Table V-A2 above in a direct, indirect, or standby form. Therefore, such assets would need to be expanded to ensure that the current levels of service are maintained.

Table V-A3 below identifies the facilities, equipment, and vehicles proposed to be funded in whole or in part with the collection of Police fees. The quantity and costs are based on estimates provided by the City.

Table V-A3: Police Facilities Needs List

Police Facility	Land Acquisition (Acres)	Building Size (Sq. Ft.)	Total Costs
New Police Station	2.0	13,000	$40,032,000
New Police Sub-Station (building acquired from existing retail property owner)	0.0	10,000	$543,000
Total	**2.0**	**23,000**	**$40,575,000**
Vehicles		**Vehicles**	**Costs**
Patrol Cars		5	$500,000
Mobile Command Vehicle		1	$3,000,000
Total		**NA**	**$3,500,000**
Equipment		**Equipment Sets**	**Costs**
Surveillance Cameras		43	$225,000
License Plate Readers		4	$100,000
Total		**NA**	**$325,000**
		Grand Total	$44,400,000
		Less Offsetting Revenues (Existing Fee Balance)	($245,795)
		Net Facilities Cost	**$44,154,205**

For purposes of complying with AB 602, the needs list shown above is derived from the Capital Improvement Plan for Development Impact Fees (the "CIP") expected to be approved by the City Council on April 21, 2026, in connection with this Fee Study. Furthermore, the facilities to be funded by future development is equal to the City's existing LOS.

Note that the police impact fee calculated herein for residential property is on a per-unit basis. This is due to the fact that service demand for police facilities correlates closely to the number of residents in a home. Furthermore, the City has determined that, on average, there is no evidence that a larger home in the City corresponds to additional residents in the home. Therefore, a uniform per-unit fee best reflects the actual impact a new home will have on local police services.

A.3 EDUs

For Police facilities, the development of the property into residential and non-residential uses generates residents and employees, resulting in increased service calls made to the Police Department.

The table below summarizes the existing and future development and corresponding EDUs, as described in Section IV (Demographics) herein:

Table V-A4: Total EDUs

Type of Development	Existing EDUs (2025)	Future EDUs (2025-2040)	Total EDUs
Single Family Residential	13,238	1,525	14,763
Multi-Family Residential	3,561	1,166	4,727
Mobile Homes	482	56	538
Accessory Dwelling Units	28	98	126
Commercial/Retail	1,773	151	1,924
Office	2,582	42	2,625
Industrial	2,347	32	2,379
Hotel/Motel	65	71	136
Total	**24,076**	**3,142**	**27,218**
Percentage of Total EDUs	**88.46%**	**11.54%**	**100.00%**

A.4 Allocation of Costs

The total cost of $44,154,205, as shown in Table V-A3 above, is for police facilities needed to serve existing and new developments. Described below are more details regarding each of the facilities and the methodology used to allocate the costs (i.e., based on the share of total EDUs in 2040, credit for existing development, etc.).

- *Police Stations:* Any new development within the City would impact the ability of police officers to provide adequate service and would increase police department response times. Currently, the City uses a five (5)-minute travel response time to

service calls as one of the benchmarks for customer service. Additional stations, land, as well as equipment for such facilities will be needed to maintain the City's existing response time. It is expected that the number of City-wide calls for service will increase in proportion to future growth.

Table V-A5 summarizes the allocation of police station costs to existing and new development. The City currently has 12,315 square feet of existing police station buildings. Based on the locations of existing and new development, additional police facilities will be needed at various locations. The City has determined 23,000 new building square feet are needed to adequately serve both existing and new development, bringing the total to 35,315 square feet.

Therefore, after providing a credit to existing development for the existing 12,315 square feet, 82% of the costs will be allocated to existing development and 18% will be allocated to new development as shown below.

Table V-A5: Allocation of Police Facilities Costs

Type of Development	EDUs	Percentage of Total EDUs	Total Facilities Sq. Ft. in 2040	Sq. Ft. Credit for Existing Development	Building Sq. Ft. Net of Credit	Percentage of Costs Allocated	Facility Costs Allocated
Existing Development	24,076	88%	31,239	(12,315)	18,924	82%	$33,166,114
Future Development	3,142	12%	4,076	0	4,076	18%	$7,163,092
Total	**27,218**	**100%**	**35,315**	**(12,315)**	**23,000**	**100%**	**$40,329,206**

- *Vehicles:* Table V-A6 summarizes the allocation of vehicle costs to existing and new development. The City currently has 25 existing police vehicles. The City has determined five new police vehicles and one new mobile command vehicle are needed to adequately serve both existing and new development, bringing the total to 31 vehicles.

  Therefore, after providing a credit to existing development for the existing 25 vehicles, 40% of the costs will be allocated to existing development and 60% will be allocated to new development as shown below.

Table V-A6: Allocation of Police Vehicle Costs

Type of Development	EDUs	Percentage of Total EDUs	Total Vehicles in 2040	Vehicles Credit for Existing Development	Vehicles Net of Credit	Percentage of Costs Allocated	Facility Costs Allocated
Existing Development	24,076	88%	27.42	(25)	2.42	40%	$1,412,599
Future Development	3,142	12%	3.58	0	3.58	60%	$2,087,401
Total	**27,218**	**100%**	**31.00**	**(25)**	**6**.00	**100%**	**$3,500,000**

- *Surveillance Cameras:* Table V-A7 summarizes the allocation of surveillance camera costs to existing and new development. The City currently has 170 existing surveillance cameras. The City has determined 43 new surveillance cameras are needed to adequately serve both existing and new development, bringing the total to 213 new cameras.

  Therefore, after providing a credit to existing development for the existing 170 cameras, 43% of the costs will be allocated to existing development and 57% will be allocated to new development as shown below.

Table V-A7: Allocation of Police Surveillance Camera Costs

Type of Development	EDUs	Percentage of Total EDUs	Total Cameras in 2040	Vehicles Credit for Existing Development	Vehicles Net of Credit	Percentage of Costs Allocated	Facility Costs Allocated
Existing Development	24,076	88%	188.41	(170)	18.41	43%	$96,347
Future Development	3,142	12%	24.59	0	24.59	57%	$128,653
Total	**27,218**	**100%**	**213.00**	**(170)**	**43.00**	**100%**	**$225,000**

- *License Plate Readers ("LPR"):* Table V-A8 summarizes the allocation of license plate reader costs to existing and new development. The City currently has 11 existing LPRs. The City has determined four new LPRs are needed to adequately serve both existing and new development, bringing the total to 15 new LPRs.

  Therefore, after providing a credit to existing development for the existing 11 cameras, 57% of the costs will be allocated to existing development and 43% will be allocated to new development as shown below.

Table V-A8: Allocation of License Plate Reader Costs

Type of Development	EDUs	Percentage of Total EDUs	Total LPRs in 2040	LPRs Credit for Existing Development	LPRs Net of Credit	Percentage of Costs Allocated	Facility Costs Allocated
Existing Development	24,076	88%	13.27	(11)	2.27	57%	$56,713
Future Development	3,142	12%	1.73	0	1.73	43%	$43,287
Total	**27,218**	**100%**	**15.00**	**(11)**	**4.00**	**100%**	**$100,000**

- Total Facilities Costs: The table below shows the total facilities costs allocated to new and existing development.

Table V-A9: Total Costs

New Facility	Cost Allocated to Existing Development	Cost Allocated to Future Development	Total Costs
Building Sq. Ft.	$33,166,114	$7,163,092	$40,329,206
Vehicles	$1,412,599	$2,087,401	$3,500,000
Surveillance Cameras	$96,347	$128,653	$225,000
License Plate Readers	$56,713	$43,287	$100,000
Total	**$34,731,773**	**$9,422,433**	**$44,154,206**

A.5 Proposed Fee Amount

The Fee per EDU was calculated by dividing the costs allocated to future development by the number of future EDUs as shown in the table below.

Table V-A10: Cost per EDU

Type of Development	Future EDUs	Facility Costs Allocated	Total Cost Per EDU
Future Development	3,142	$9,422,433	$2,998.98

See Table V-A11 for the fee amount for each land use based on the cost per EDU as calculated above.

Table V-A11: Proposed Police Fees

Land Use Type	Number of Future Units / 1,000 Sq. Ft. / Rooms	Development Impact Fee per Unit / 1,000 Sq. Ft. / Room	Cost Financed by Fees
Single Family Residential	1,525	$2,998.98	$4,573,445
Multi-Family Residential	1,740	$2,009.53	$3,496,581
Mobile Homes	90	$1,861.93	$167,574
Accessory Dwelling Units	225	$1,310.22	$294,800
Commercial/Retail	123	$3,705.40	$454,283
Office	36	$3,566.73	$126,976
Industrial	225	$1,534.57	$345,278
Hotel/Motel	500	$425.61	$212,805
Total	**N/A**	**N/A**	**$9,671,742**
Estimated Credit Provided to Developer for Previously Mitigated Development			**($249,307)**
Cost Allocated to New Development			**$9,422,433**
Cost Allocated to Existing Development			**$34,731,772**
Total Cost of Police Facilities			**$44,154,205**

Based on the development projections included in Appendix A, the fee amount presented in Table V-A11 above is expected to finance 22% of the facilities needed. Also, the estimated credit amount represents the maximum credit based on current expectations of future redevelopment projects. This amount is subject to change. The credit amount for a particular redevelopment project cannot exceed the amount of new fees the redevelopment is subject to.

Pursuant to Government Code Section 66311.5, ADUs are exempt from incurring impact fees from local agencies if such unit is less than 750 square feet. If an ADU has more than 750 square feet of interior livable space, the impact fees will not be charged as shown above but shall be charged proportionally in relation to the square footage of the primary dwelling unit.

Please see the fee model included herein as Appendix B.

B Fire Facilities

The Fire Facilities will serve the residents and employees of Placentia by providing fire protection services. The Fee Study includes a component for new fire facilities, equipment, and vehicles that will be required as a direct result of new development within the City. Table V-B1 below illustrates how the fire fee will meet the requirements of AB1600 with regard to the use of the fee, the type of development funded or partially funded by the fee revenue, the reasonable relationship to the need for facilities, and the proportionality requirements.

Table V-B1: Fire Fee AB 1600 Compliance

AB 1600 Code Section	Description	Justification
66001(a)(1)	Identify the purpose of the Fee.	Provide a revenue source that will provide funds to construct various Fire facilities and acquire equipment and vehicles that will mitigate the impacts of new residential and non-residential development on the City's Fire facilities.
66001(a)(2)	Identify the use to which the fee is to be put.	Fees will be used to pay for the expansion/construction/acquisition of Fire facilities, equipment, and vehicles that will be needed as a direct result of new development in the City.
66001(a)(3)	Demonstrate how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.	New residential and non-residential development in the City will generate additional residents and employees who will in turn generate service calls increasing the need for trained Fire personnel. Buildings, equipment, and vehicles used to provide these services will have to be expanded, constructed, or purchased to meet this increased demand.
66001(a)(4)	Demonstrate how there is a reasonable relationship between the need for the public facilities and the type of development project on which the fee is imposed.	The additional residents and employees from new development will impact the demand for Fire facilities. New Fire facilities are needed to mitigate the impacts of the additional residents and employees. If additional Fire facilities are not constructed and equipment and vehicles are not acquired, then overall public safety in the City will suffer.

66001(b)	Demonstrate how there is a reasonable relationship between the amount of the fee and the cost of the public facility.	The Fire fee is based on the cost of providing new facilities, equipment, and vehicles that will be needed as a direct result of new development in the City.

B.1 Existing Facilities

The City of Placentia provided a detailed breakdown of the existing fire and rescue facilities. The City currently has three Fire station facilities totaling 12,639 building square feet and three vehicles. See the table below for a summary of the existing inventory.

Table V-B2: Existing Fire Facilities

Fire Facility	Building Size (Sq. Ft.)
Fire Station 1 (110 S. Bradford Ave.)	3,500
Fire Station 2 (1530 Valencia Ave.)	6,039
Fire Admin Headquarters (120 S. Bradford Ave.)	3,100
Total	**12,639**
Fire Vehicles	**Vehicles**
Primary Engine at Station 1	1
Primary Truck at Station 2	1
Reserve Engine at Station 2	1
Total	**3**

B.2 Proposed Facilities and Costs

To determine the proposed facilities, the City must determine the demand for infrastructure created by new development. All new developments in the City will impact its current ability to respond to fire, rescue, and medical calls-for-service. The effect is twofold. Initially, each new residence and business will create, on average, additional residents and employees, increasing the likelihood of simultaneous (and thus competing) calls-for-service. Additionally, as development spreads further from existing stations, the distances (and thus response times) will increase, taking the existing engine companies out-of-service for greater periods of time.

The capacity of any fire station is finite and will reach practical limits (through call frequency and total incident time). When that capacity is exceeded, the level of service afforded to existing development will be reduced. In other words, if development continues without an increase in the number of fire stations, the existing stations would be overwhelmed in terms of calls-for-service from residents and employees, increasing the possibility of a greater number of simultaneous calls-

for-service. Additional demands will be made upon the previously listed assets in Table V-B2 above, and therefore, such assets will need to be expanded.

Table V-B3 below identifies the facilities proposed to be funded in whole or in part by the collection of Fire fees. The quantity and costs are based on estimates provided by the City.

Table V-B3: Needs List

Fire Facility/Buildings	Land Acquisition (Acres)	Building Size (Sq. Ft.)	Total Costs
New Fire Station 3	1.6	10,000	$21,015,040
Equipment for Station 3	0	0	$1,000,000
Total	**1.6**	**10,000**	**$22,015,040**
Vehicles		**Vehicles**	**Total Costs**
Truck for Station 3		1	$2,000,000
		Grand Total	**$24,015,040**
		Less Offsetting Revenues (Existing Fee Balance)	**($67,199)**
		Net Facilities Cost	**$23,947,841**

For purposes of complying with AB 602, the needs list shown above is derived from the Capital Improvement Plan for Development Impact Fees (the "CIP") expected to be approved by the City Council on April 21, 2026, in connection with this Fee Study. Furthermore, the facilities to be funded by future development is equal to the City's existing LOS.

Note that the fire impact fee calculated herein for residential property is on a per-unit basis. This is due to the fact that service demand for fire facilities correlates closely to the number of residents in a home. Furthermore, the City has determined that, on average, there is no evidence that a larger home in the City corresponds to additional residents in the home. Therefore, a uniform per-unit fee best reflects the actual impact a new home will have on local fire services.

B.3 EDUs

For Fire facilities, the development of property into residential and non-residential uses generates residents and employees resulting in increased service calls made to the Fire Department.

Table V-B4 below summarizes the existing and future development and corresponding EDUs, as described in Section IV (Demographics) herein:

Table V-B4: Total EDUs

Type of Development	Existing EDUs (2025)	Future EDUs (2025-2040)	Total EDUs
Single Family Residential	13,238	1,525	14,763
Multi-Family Residential	3,561	1,166	4,727
Mobile Homes	482	56	538
Accessory Dwelling Units	28	98	126
Commercial/Retail	1,773	151	1,924
Office	2,582	42	2,625
Industrial	2,347	32	2,379
Hotel/Motel	65	71	136
Total	**24,076**	**3,142**	**27,218**
Percentage of Total EDUs	**88.46%**	**11.54%**	**100.00%**

B.4 Allocation of Costs

The total cost of $23,947,841, as shown in Table V-B3 above, is for Fire facilities needed to serve both existing and new development. Described below are more details regarding each of the facilities and the methodology used to allocate the costs (i.e., based on the share of total EDUs in 2040, credit for existing development, etc.).

- *Fire Stations:* Any new development within the City would impact the ability of fire personnel to provide adequate service and would increase fire department response times. Currently, the City uses a four (4)-minute travel response time to emergencies as one of the benchmarks for customer service. Additional stations, land, as well as equipment for such facilities will be needed to maintain the City's existing response time. It is expected that the number of City-wide calls for service will increase in proportion to future growth.

  Table V-B5 summarizes the allocation of fire station costs to existing and new development. The City currently has 12,639 square feet of existing fire station buildings. Based on the locations of existing and new development, additional fire facilities will be needed. The City has determined 10,000 new building square feet are needed to adequately serve both existing and new development, bringing the total to 22,639 square feet.

  Therefore, after providing a credit to existing development for the existing 12,639 square feet, 75% of the costs will be allocated to existing development and 25% will be allocated to new development as shown below.

Table V-B5: Allocation of Fire Facilities Costs

Type of Development	EDUs	Percentage of Total EDUs	Total Facilities Sq. Ft. in 2040	Sq. Ft. Credit for Existing Development	Building Sq. Ft. Net of Credit	Percentage of Costs Allocated	Facility Costs Allocated
Existing Development	24,076	88%	19,760	(12,639)	7,121	75%	$16,494,047
Future Development	3,142	12%	2,879	0	2,350	25%	$5,453,793
Total	**27,218**	**100%**	**22,639**	**(12,639)**	**9,471**	**100%**	**$21,947,840**

- *Vehicles:* Table V-B6 summarizes the allocation of vehicle costs to existing and new development. The City currently has three existing fire vehicles. The City has determined one new fire truck for proposed Station 13 is needed to adequately serve both existing and new development, bringing the total to four vehicles.

  Therefore, after providing a credit to existing development for the existing three vehicles, 66% of the costs will be allocated to existing development and 34% will be allocated to new development as shown below.

Table V-B6: Allocation of Fire Vehicle Costs

Type of Development	EDUs	Percentage of Total EDUs	Total Vehicles in 2040	Vehicles Credit for Existing Development	Vehicles Net of Credit	Percentage of Costs Allocated	Facility Costs Allocated
Existing Development	24,076	88%	3.49	(3)	0.49	66%	$1,317,878
Future Development	3,142	12%	0.25	0	0.25	34%	$682,122
Total	**27,218**	**100%**	**3.74**	**(3)**	**0.74**	**100%**	**$2,000,000**

- Total Facilities Costs: The table below shows the total facilities costs allocated to new and existing development.

Table V-B7: Allocation of Fire Equipment

New Facility	Cost Allocated to Existing Development	Cost Allocated to Future Development	Total Costs
Stations & Land Acquisition	$16,494,047	$5,453,793	$21,947,840
Fire Truck	$1,317,878	$682,122	$2,000,000
Total	**$17,811,925**	**$6,135,915**	**$23,947,840**

B.5 Proposed Fee Amount

The Fee per EDU was calculated by dividing the costs allocated to future development by the number of future EDUs as shown in the table below.

Table V-B8: Cost per EDU

Type of Development	Future EDUs	Facility Costs Allocated	Total Cost Per EDU
Future Development	3,668	$6,449,597	$1,758.12

See Table V-B9 for the fee amount for each land use based on the cost per EDU as calculated above.

Table V-B9: Proposed Fire Fees

Land Use Type	Number of Future Units / 1,000 Sq. Ft. / Rooms	Development Impact Fee per Unit / 1,000 Sq. Ft. / Room	Cost Financed by Fees
Single Family Residential	1,525	$1,821.88	$2,778,365
Multi-Family Residential	1,740	$1,220.79	$2,124,171
Mobile Homes	90	$1,131.12	$101,801
Accessory Dwelling Units	225	$795.96	$179,091
Commercial/Retail	123	$2,251.03	$275,976
Office	36	$2,166.79	$77,138
Industrial	225	$932.25	$209,756
Hotel/Motel	500	$258.56	$129,279
Total	**N/A**	**N/A**	**$5,875,577**
Estimated Credit Provided to Developer for Previously Mitigated Development			**($151,454)**
Cost Allocated to New Development			**$5,724,123**
Cost Allocated to Existing Development			**$14,608,678**
Total Cost of Fire Facilities			**$20,332,801**

Based on the development projections included in Appendix A, the fee amount presented in the table above is expected to finance 29% of the facilities needed. Also, the estimated credit amount represents the maximum credit based on current

expectations of future redevelopment projects. This amount is subject to change. The credit amount for a particular redevelopment project cannot exceed the amount of new fees the redevelopment is subject to.

Pursuant to Government Code Section 66311.5, ADUs are exempt from incurring impact fees from local agencies if such unit is less than 750 square feet. If an ADU has more than 750 square feet of interior livable space, the impact fees will not be charged as shown above but shall be charged proportionally in relation to the square footage of the primary dwelling unit.

Please see the fee model included herein as Appendix B.

C General Government Facilities

The General Government Facilities will serve the residents and employees of Placentia by providing general government services. The Fee Study includes a component for an expansion of City Hall that will be required as a direct result of new development within the City. Table IV-E1 illustrates how the government facilities fee will meet the requirements of AB 1600 with regard to use of the fee, the type of development funded or partially funded by the fee revenue, the reasonable relationship to the need for facilities and the proportionality requirements.

Table IV-E1: General Government Facilities

AB 1600 Code Section	Description	Justification
66001(a)(1)	Identify the purpose of the Fee.	Provide a revenue source that will provide funds to construct government facilities that will mitigate the impacts of new residential and non-residential development to the City's general government facilities.
66001(a)(2)	Identify the use to which the fee is to be put.	Construction of new government facilities that will be needed as a direct result of new development in the City.
66001(a)(3)	Demonstrate how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.	New residential and non-residential development in the City will generate additional residents and employees increasing the need for general government services. Buildings used to provide these services will have to be expanded, constructed or purchased in order to meet this increased demand.
66001(a)(4)	Demonstrate how there is a reasonable relationship between the need for the public facilities and the type of development project on which the fee is imposed.	The additional residents and employees from new development will impact demand for general government facilities. New government facilities are needed to mitigate the impacts of the additional residents and employees. If additional government facilities are not constructed, then overall general government services provided to the residents and employees in the City will suffer.
66001(b)	Demonstrate how there is a reasonable relationship between the amount of the fee and the cost of the public facility.	The General Government Facilities fee is based on the cost to provide new government facilities that will be needed as a direct result of new development in the City.

C.1 Existing City Hall

See Table V-E2 for a summary of the existing inventory of the City's existing government facility and safety hall.

Table V-E2: Existing City Hall and Safety Hall

Facility	Units
Existing City Hall	22,735 Square Feet

In addition, the City currently has public parking lots and a public parking structure.

C.2 Proposed Facilities

In order to determine the proposed facilities, the City must determine the demand upon infrastructure created by new development. It is clear all new development in the City will impact the City's current ability to provide general government services.

The capacity of the government facilities is finite and will reach practical limits (through various general government requests). When capacity is exceeded, the level of service afforded to existing development will be reduced. In other words, if development continues without an increase in the number of government center facilities, the existing facilities would be overwhelmed in terms of providing general government services. Additional demands will be made upon the previously listed asset in Table V-E2 above and therefore, such assets would need to be expanded.

Table V-E3 identifies the government facilities proposed to be funded in whole or in part with the collection of General Government fees. Quantity and costs are based on estimates provided by the City.

Table V-E3: Needs List

General Government Facilities	Facility Unit	Number	Facility Cost
City Hall Expansion	Square Feet	17,265	$20,474,990
Less Offsetting Revenues (Existing Fee Balance)			($67,199)
Net Facilities Cost			$20,407,791

For purposes of complying with AB 602, the needs list shown above is derived from the Capital Improvement Plan for Development Impact Fees (the "CIP") expected to be approved by the City Council on April 21, 2026, in connection with this Fee Study. Furthermore, the facilities to be funded by future development is equal to the City's existing LOS.

Note that the general government impact fee calculated herein for residential property is on a per-unit basis. This is due to the fact that service demand for government facilities correlates closely to the number of residents in a home. Furthermore, the City has determined that, on average, there is no evidence that a larger home in the City corresponds to additional residents in the home. Therefore, a uniform per-unit fee best reflects the actual impact a new home will have on local

government services.

C.3 EDUs

For general government facilities, the development of property into residential and non-residential uses generates residents and employees increasing the need for general government services. Government facilities used to provide these services will have to be expanded, constructed or purchased to meet this increased demand.

Since the facilities proposed to be financed by the impact fees will serve both residential and non-residential property, DTA projected the number of future EDUs based on the number of residents or employees generated by each land use class.

The table below summarizes the existing and future development and corresponding EDUs, as described in Section IV (Demographics) herein:

Table V-E4: Total EDUs

Type of Development	Existing EDUs (2025)	Future EDUs (2025-2040)	Total EDUs
Single Family Residential	13,238	1,525	14,763
Multi-Family Residential	3,561	1,166	4,727
Mobile Homes	482	56	538
Accessory Dwelling Units	28	98	126
Commercial/Retail	1,773	151	1,924
Office	2,582	42	2,625
Industrial	2,347	32	2,379
Hotel/Motel	65	71	136
Total	**24,076**	**3,142**	**27,218**
Percentage of Total EDUs	**88.46%**	**11.54%**	**100.00%**

C.4 Allocation of Costs

The total cost of $20,407,791, as shown in Table V-E3 above, for general government facilities needed to serve existing and new development is allocated to existing and new development based on the share of total EDUs in 2040.

C.4.i Future Government Facilities

The City has determined additional government facilities, consisting solely of the expansion of City Hall, which is needed to adequately serve both existing and new development.

Table V-E4 summarizes the allocation of City Hall expansion costs to existing and new development. The City currently has 22,735 square feet of existing City Hall buildings. Based on the locations of existing and new development, additional general government facilities will be needed. The City has determined 17,265 new

building square feet are needed to adequately serve both existing and new development, bringing the total to 40,000 square feet.

Therefore, after providing a credit to existing development for the existing 22,735 square feet, 73% of the costs will be allocated to existing development and 27% will be allocated to new development as shown below.

Table V-E5: Allocation of Government Facility Costs

Type of Development	EDUs	Percentage of Total EDUs	Total Facilities Sq. Ft. in 2040	Sq. Ft. Credit for Existing Development	Building Sq. Ft. Net of Credit	Percentage of Costs Allocated	Facility Costs Allocated
Existing Development	24,076	88%	35,383	(22,735)	12,648	73%	$14,939,786
Future Development	3,142	12%	4,617	0	4,617	27%	$5,468,005
Total	**27,218**	**100%**	**40,000**	**(22,735)**	**17,265**	**100%**	**$20,407,791**

C.4.ii Total Facilities Costs

See Table V-E6 for the total facilities costs allocated to new and existing development.

Table V-E6: Total Costs

New Facility	Cost Allocated to Existing Development	Cost Allocated to Future Development	Total Costs
Future Building Sq. Ft.	**$14,939,786**	**$5,468,005**	**$20,407,791**

C.5 Proposed Fee Amount

The Fee per EDU was calculated by dividing the costs allocated to future development by the number of future EDUs as shown in the table below.

Table V-E7: Cost per EDU

Type of Development	Future EDUs	Facility Costs Allocated	Total Cost Per EDU
Future Development	3,142	$5,468,005	$1,740.36

See Table V-E8 for the fee amount for each land use based on the cost per EDU as calculated above.

Table V-E8: Proposed General Government Fees

Land Use Type	Number of Future Units / 1,000 Sq. Ft. / Rooms	Development Impact Fee per Unit / 1,000 Sq. Ft. / Room	Cost Financed by Fees
Single Family Residential	1,525	$1,740.36	$2,654,051
Multi-Family Residential	1,740	$1,166.17	$2,029,128
Mobile Homes	90	$1,080.51	$97,246
Accessory Dwelling Units	225	$760.34	$171,078
Commercial/Retail	123	$2,150.31	$263,628
Office	36	$2,069.84	$73,686
Industrial	225	$890.54	$200,371
Hotel/Motel	500	$246.99	$123,494
Total	**N/A**	**N/A**	**$5,612,682**
Estimated Credit Provided to Developer for Previously Mitigated Development			**($144,677)**
Cost Allocated to New Development			**$5,468,005**
Cost Allocated to Existing Development			**$14,939,786**
Total Cost of General Government Facilities			**$20,407,791**

Based on the development projections included in Appendix A, the fee amount presented in the table above is expected to finance 28% of the facilities needed. Also, the estimated credit amount represents the maximum credit based on current expectations of future redevelopment projects. This amount is subject to change. The credit amount for a particular redevelopment project cannot exceed the amount of new fees the redevelopment is subject to.

Pursuant to Government Code Section 66311.5, ADUs are exempt from incurring impact fees from local agencies if such unit is less than 750 square feet. If an ADU has more than 750 square feet of interior livable space, the impact fees will not be charged as shown above but shall be charged proportionally in relation to the square footage of the primary dwelling unit.

Please see the fee model included herein as Appendix B.

D Parks Fee

Public parks play an important part in the overall quality of life for residents in the City of Placentia. The Fee Study includes a component for new park facilities that will be required as a direct result of new development within the City. Table V-D1 illustrates how the parks fee will meet the requirements of AB 1600 with regard to use of the fee, the type of development funded or partially funded by the fee revenue, the reasonable relationship to the need for facilities and the proportionality requirements.

Table V-D1: Parks Facilities

AB 1600 Code Section	Description	Justification
66001(a)(1)	Identify the purpose of the Fee.	Provide a revenue source that will provide funds to make improvements to land and construct park facilities that will mitigate the impacts of new residential development to the City's Parks facilities.
66001(a)(2)	Identify the use to which the fee is to be put.	Improvements to park land and expansion of park buildings that will be needed as a direct result of new development in the City.
66001(a)(3)	Demonstrate how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.	New residential development in the City will generate additional residents increasing the need for Parks facilities. Park facilities used to provide these services will have to be expanded or constructed to meet this increased demand.
66001(a)(4)	Demonstrate how there is a reasonable relationship between the need for the public facilities and the type of development project on which the fee is imposed.	The additional residents from new development will impact demand for Parks facilities. New parks facilities are needed to mitigate the impacts of the additional residents and to ensure that the park facilities are adequate, safe, and in a usable condition. If additional park facilities are not constructed due to the increased usage from new development, then the overall quality of the park facilities for residents in the City will suffer.
66001(b)	Demonstrate how there is a reasonable relationship between the amount of the fee and the cost of the public facility.	The Parks Facilities fee is based on the cost to provide park facilities that will be needed as a direct result of new development in the City.

D.1 Existing Facilities

See Table V-D2 for a summary of the existing inventory of the City's park facilities.

Table V-D2: Existing Parks Facilities

Park Facility		Units
Existing Parks		
Bradford Park	136 E. Palm Circle	1.70 Acres
Champions Sports Complex	505 Jefferson St.	13.33 Acres
Goldenrod Park	925 Goldenrod St.	2.50 Acres
Jaycee Parkette	500 Kansas St.	0.04 Acres
Koch Park	2210 N. Valencia Ave.	4.30 Acres
Kraemer Memorial Park	201 N. Bradford Ave.	11.41 Acres
La Placita Parkette	900 Gonzales St.	0.09 Acres
McFadden Park	900 S. Melrose St.	3.90 Acres
Parque del Arroyo Verde	1001 E. Palm Dr.	4.40 Acres
Parque de Los Ninos	1701 Atwood Ave.	3.80 Acres
Parque de Los Vaqueros	1200 N. Carlsbad St.	5.40 Acres
Richard Samp Park	600 Loyola Dr.	3.40 Acres
Santa Fe Park	550 W. Santa Fe Ave.	1.10 Acres
Tuffree Hill Park	2101 N. Tuffree Blvd.	6.80 Acres
Wagner Park	700 Trumpet Ave.	1.80 Acres
Total Park Acreage		**63.97 Acres**
Existing Buildings		
Aguirre Building	505 Jefferson St.	5,125 Bldg. Sq. Ft.
Backs Community Center	201 N. Bradford Ave.	10,716 Bldg. Sq. Ft.
Cathy Torres Teen Center	201 N. Bradford Ave.	1,947 Bldg. Sq. Ft.
Edwin T. Powell (Senior Center)	143 S. Bradford Ave.	4,732 Bldg. Sq. Ft.
Gomez Community Center	1701 Atwood Ave.	3,885 Bldg. Sq. Ft.
Koch Recreation Center	2210 N. Valencia Ave.	1,640 Bldg. Sq. Ft.
Tynes Gym	2101 N. Tuffree Blvd.	6,500 Bldg. Sq. Ft.
Whitten Community Center	900 S. Melrose St.	9,278 Bldg. Sq. Ft.
Total Buildings		**43,823 Bldg. Sq. Ft.**

D.2 Proposed Facilities

In order to determine the proposed facilities, the City must determine the demand upon infrastructure created by new development. It is clear new residential development in the City will impact the City's current park system.

The capacity of the park facilities is finite and will reach practical limits (through park and community center visitors). When capacity is exceeded, the level of service afforded to existing development will be reduced. In other words, if development continues without an increase in the number of park facilities, the existing facilities

would be overwhelmed in terms of providing parks services. Additional demands will be made upon the previously listed assets in Table V-D2 above and therefore, such assets would need to be expanded.

Table V-D3 identifies the park facilities proposed to be funded in whole or in part with the collection of Parks fees. Quantity and costs are based on estimates provided by the City.

Table V-D3: Needs List

Parks Facilities	Location	Facility Cost (2026)
ADA sidwalk Safety Improvements	Multiple Locations	$3,000,000
Fencing Safety Improvements	Multiple Locations	$1,200,000
Sports Netting at Champions Sports Complex	505 Jefferson St.	$65,000
Champions Sports Complex park lighting	505 Jefferson St.	$1,000,000
Solar Bollards at Kraemer, McFadden, Los Ninos for walking paths	Multiple Locations	$300,000
Mcfadden Park walking path, mini pitch Improvements	900 S. Melrose St.	$1,200,000
Parque de Los Vaqueros playground	1200 N. Carlsbad St.	$350,000
Dog Park (Tori Hunter or Richard Samps Park)	Multiple Locations	$85,000
Restroom Pre-Fab Expansion	Multiple Locations	$1,800,000
Cement Fix and Shade Sails at Pickleball Staging Area	Multiple Locations	$175,000
Kraemer Memorial Park Playground Expansion	201 N. Bradford Ave.	$510,000
Kraemer Middle School Lights Improvements	645 N. Angelina Dr.	$1,000,000
Richard Samp Playground Expansion	600 Loyola Dr.	$350,000
Aguirre Rental Facility Expansion	505 Jefferson St.	$45,000
Whitten Community Center Kitchen Expansion	900 S. Melrose St.	$90,000
Whitten Community Center Flooring in Kids Room, AV Equipment	900 S. Melrose St.	$120,000
Mcfadden Pool expansion, staff office expansion	900 S. Melrose St.	$1,250,000
Tuffree Gymnasium Expansion	2101 N. Tuffree Blvd	$225,000
Backs Community Center Expansion	201 N. Bradford Ave	$2,500,000
Master Plan	NA	$300,000
	Total	**$15,565,000**
	Less Offsetting Revenues (Existing Fee Balance)	($741,801)
	Net Facilities Cost	$14,823,199

For purposes of complying with AB 602, the needs list shown above is derived from the Capital Improvement Plan for Development Impact Fees (the "CIP") expected to be approved by the City Council on April 21, 2026, in connection with this Fee Study. Furthermore, the facilities to be funded by future development is equal to or less than the City's existing LOS.

Note that the parks impact fee calculated herein for residential property is on a per-unit basis. This is due to the fact that service demand for park facilities correlates closely to the number of residents in a home. Furthermore, the City has determined that, on average, there is no evidence that a larger home in the City corresponds to additional residents in the home. Therefore, a uniform per-unit fee best reflects the actual impact a new home will have on local parks.

D.3 EDUs

For Parks facilities, the development of property into residential uses generates residents increasing the need for Parks facilities. Developed park acreage and other park buildings will have to be expanded, constructed or purchased to meet this increased demand.

City records do not indicate a significant link between the business community and park use; therefore, no fee is required from non-residential property. Therefore, the EDUs for existing and future development are based on the residents generated from existing and future residential units. There are no EDUs assigned to Non-Residential Property.

As shown in Section IV(D) (Demographics - EDUs), there are 17,309 total existing residential EDUs and 2,845 future residential EDUs, bringing the total residential EDUs in 2040 to 20,154 EDUs.

D.4 Allocation of Costs

The total cost of $14,823,199, as shown in Table V-D3 above, for Parks facilities needed to serve existing and new development is allocated to existing and new development based on the share of total EDUs in 2040.

D.4.i Park Acres

Table V-D4 summarizes the allocation of park development costs to existing and new development. The City currently has 63.97 acres of existing parks. Based on the locations of existing and new development, expansion of park facilities will be needed at various locations. The City has determined that the park improvements and building expansions needed to adequately serve both existing and new development will occur at existing park locations and the City will not need to acquire additional land.

As shown in the table below, 86% of the costs will be allocated to existing development and 14% will be allocated to new development.

Table V-D4: Allocation of Park Costs

Type of Development	Residential EDUs	Percentage of Total EDUs	Facility Costs Allocated
Existing Development	17,309	86%	$12,730,644
Future Development	2,845	14%	$2,092,554
Total	**20,154**	**100%**	**$14,823,198**

D.5 Proposed Fee Amount

The Fee per EDU was calculated by dividing the costs allocated to future development by the number of future EDUs as shown in the table below.

Table V-D8: Cost per EDU

Type of Development	EDUs	Facility Costs Allocated	Total Cost Per EDU
Future Residential Property	2,845	$2,092,554	$735.49

See Table V-D9 for the fee amount for each land use based on the cost per EDU as calculated above.

Table V-D9: Proposed Fees

Land Use Type	Number of Future Units	Development Impact Fee per Unit	Cost Financed by Fees
Single Family Residential	1,525	$735.49	$1,121,628
Multi-Family Residential	1,740	$492.83	$857,530
Mobile Homes	90	$456.63	$41,097
Accessory Dwelling Units	225	$321.33	$72,299
		Cost Allocated to New Development	**$2,092,554**
		Cost Allocated to Existing Development	**$12,730,644**
		Total Cost of Park Facilities	**$14,823,199**

Based on the development projections in Section IV and Appendix A, the fee amount presented in Table V-D9 above are expected to finance approximately 14% of the facilities needed. Also, the estimated credit amount represents the maximum credit based on current expectations of future redevelopment projects. This amount is subject to change. The credit

amount for a particular redevelopment project cannot exceed the amount of new fees the redevelopment is subject to.

Pursuant to Government Code Section 66311.5, ADUs are exempt from incurring impact fees from local agencies if such unit is less than 750 square feet. If an ADU has more than 750 square feet of interior livable space, the impact fees will not be charged as shown above but shall be charged proportionally in relation to the square footage of the primary dwelling unit.

Please see the fee model included herein as Appendix B.

E Quimby Parks Fee

Public parks play an important part in the overall quality of life for residents in the City of Placentia. The Fee Study includes a component for new public parks and improvements to existing parks in connection with a new subdivision pursuant to the requirements of California Government Code Section 66477, commonly known as the "Quimby Act," as mentioned earlier in Section III (Legal Requirements).

For proposed residential subdivisions containing fewer than 50 parcels, the Quimby Act allows for the payment of a Quimby in-lieu fee in lieu of land dedication. The purpose of the Quimby in-lieu fee is to accumulate enough funding from several smaller subdivisions for acquiring parkland or the development of neighborhood and community parks to serve such subdivisions.

The City's Community Services Department determines the new facilities to be acquired or improved as needed to serve new residential development.

E.1 Existing and Future Development

Pursuant to the Quimby Act, the parks service population per household must be calculated utilizing the most recent federal census data. Therefore, Table V-D1 below provides estimates of the City's current population and units based on the 2023 US Census Data.

Table V-D1: Parks Service Population and Units by Land Use from 2023 US Census Data

Population Category	Single Family Detached /Attached Property	Two to Four Plex Multi-Family Property	Five Plex or more Multi-Family Property	Mobile Homes	Total
Existing Residents in City	39,023	4,149	7,168	1,420	51,760
Existing Residential Units in City	12,078	1,288	2,905	708	16,979
Existing Population per Household	3.2309	3.2213	2.4675	2.0056	3.0485

E.2 Fee Calculation

The Quimby Act defines the formula for the calculation of the impact fee as follows:

Fee = *Cost per Acre* x *City Park Standard (Acreage per 1,000 Residents)* x *Population per Household divided by 1,000*

- Cost per Acre: The cost of development per acre was estimated by the City, as shown in the table below.

Table V-D2: Cost per Acre

Category	Cost
Cost of Development per Acre	$2,750,000

- City Park Standard: Pursuant to the Quimby Act, the maximum amount of park area calculated for the fee cannot exceed three acres of park area per 1,000 residents. However, if the existing park area exceeds that limit, then the City may adopt a higher standard not to exceed five acres per 1,000 residents. The City has determined that 3.0 acres per 1,000 residents is the appropriate park standard for new development.
- Population per Household: The population per household per unit by residential type is shown in Table V-D1 above.
- Proposed Fee: Based on the information above, the proposed fee is shown in table V-D3 below. Please see the fee model included herein as Appendix B for more detail.

Table V-D3: Fee per Dwelling Unit

Residential Land Use from 2023 US Census Data	**Impact Fee per Dwelling Unit (other than ADUs)**
SFD and SFA	$26,655
2-4 Plex MFA	$26,576
5 Plex or greater MFA	$20,357
Mobile Homes	$16,547

Since ADUs are individual units that are not part of a tract or parcel map, they are not subject to the Quimby Fee.

The Quimby Act also allows developers to dedicate land to the public agency in lieu of paying the Park Fee. The formula for determining the amount of land to dedicate pursuant to the Quimby Act is described below:

Minimum Acreage Dedication	=	*Avg. Number of persons per unit / 1,000*	/	*City Park Acreage Standard (3.0 acres per 1,000 residents)*

For the City, this results in a minimum acreage dedication per dwelling unit, as shown in Table V-D4 below:

Table V-D4: Minimum Acreage Dedication per Dwelling Unit

Residential Land Use from 2023 US Census Data	**Minimum Acreage Dedication per Dwelling Unit (other than ADUs)**
SFD and SFA	0.00969
2-4 Plex MFA	0.00966
5 Plex or greater MFA	0.00740
Mobile Homes	0.00602

Certain developers may be required to dedicate additional land pursuant to their development agreement with the City.

F Transportation Facilities Fee

The City plans for current and future transportation needs by establishing policies and standards for maintaining an effective and balanced circulation system. As development occurs, additional travel demand is placed on the City's transportation network, resulting in the need for infrastructure improvements to accommodate future growth.

New development within the City generates additional trips that increase traffic volumes on the existing roadway system. Without improvements to roadways, intersections, and related transportation infrastructure, continued development could affect system performance and limit the City's ability to maintain its current circulation conditions. Transportation facilities are therefore required to mitigate the impacts of new development.

Table I-A1 below illustrates how the Transportation Facilities Fee meets the requirements of AB 1600 with respect to the use of the fee, the type of development funded, the reasonable relationship between the fee and the need for transportation facilities, and proportionality requirements.

Table V-F1: Transportation Facilities

AB 1600 Code Section	Description	Justification
66001(a)(1)	Identify the purpose of the Fee.	Provide a revenue source to fund transportation improvements needed to mitigate the impacts of new residential and non-residential development on the City's circulation system.
66001(a)(2)	Identify the use to which the fee is to be put.	Fund or partially fund the construction of new roadways, intersections, and related transportation infrastructure that will be needed as a direct result of new development in the City.
66001(a)(3)	Demonstrate how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.	New residential and non-residential development will generate additional trips on the City's roadway network. Fee revenue will be used to fund transportation improvements that accommodate travel generated by new development. Imposing a transportation facilities fee on new development is a reasonable method of mitigating the transportation impacts associated with such development.
66001(a)(4)	Demonstrate how there is a reasonable relationship between the need for the public facilities and the type of development project on which the fee is imposed.	The additional trips generated by new development increase demand on the City's transportation network. Intersection improvements, roadway enhancements, and related transportation facilities are therefore required to accommodate this increased demand and maintain system performance consistent with adopted circulation policies.

AB 1600 Code Section	Description	Justification
66001(b)	Demonstrate how there is a reasonable relationship between the amount of the fee and the cost of the public facility.	Project costs are allocated to new development based on the proportionate share of transportation demand generated by future growth. The fee for each land use category is calculated using relative trip generation rates, ensuring a reasonable relationship between the fee amount and the impacts attributable to new development.

F.1 Proposed Facilities and Costs

To identify the transportation improvements needed to serve future development, the City evaluated the impacts of projected growth on the City's circulation system through the planning horizon year of 2040. New residential and non-residential development will increase traffic volumes on the City's roadway network and affect the City's ability to maintain acceptable levels of service.

Based on this evaluation, the City identified transportation improvements necessary to mitigate the impacts of future development. These improvements include intersection and traffic signal enhancements, roadway and corridor improvements, and active transportation facilities designed to support safe and efficient circulation as development occurs.

Certain transportation improvements will benefit both existing and future development. To the extent that projects address existing deficiencies or provide benefits beyond accommodating future growth, those portions are not funded by development impact fees and are expected to be funded through other sources. The transportation facilities fee is limited to the portion of project costs reasonably related to mitigating the impacts of new development.

The allocation of project costs to new development is based on the proportional share of traffic demand generated by future development relative to total system demand. The project categories, costs, and allocations are summarized in Table V-F2 below.

Table V-F2: Transportation Cost Summary

Component	Total Project Cost	Less Offsetting Revenue (Existing Fee Balance)	Net Project Cost
Intersection & Traffic Signal Improvements	$1,112,900	($0)	$1,112,900
Roadway & Corridor Improvements	$1,240,000	($0)	$1,240,000
Active Transportation Improvements	$26,185,300	($0)	$26,185,300
Grand Total	**$28,538,200**	**($0)**	**$28,538,200**

The list of projects to be funded, or partially funded, are shown by components in Tables V-F3 through V-F5. The total project cost as well as the costs allocated to new development

are also shown in the tables.

Table V-F3: Intersection & Traffic Signal Improvements

Location	% Allocation to Existing Development	$ Allocation to Existing Development	% Allocation to New Development	$ Allocation to New Development	2026 Estimated Cost
Lakeview Ave at Miraloma	87.88%	$185,249	12.12%	$25,551	$210,800
Van Buren St at Orchard Dr	87.88%	$185,249	12.12%	$25,551	$210,800
Placentia Ave at Santa Fe	87.88%	$179,801	12.12%	$24,799	$204,600
Kraemer Rd at Connecticut Way	87.88%	$256,080	12.12%	$35,320	$291,400
Miraloma at Van Buren	87.88%	$171,628	12.12%	$23,672	$195,300
Total		**$978,006**		**$134,894**	**$1,112,900**

Table V-F4: Roadway & Corridor Improvements

Project/Scope	% Allocation to Existing Development	$ Allocation to Existing Development	% Allocation to New Development	$ Allocation to New Development	2026 Estimated Cost
Placentia Ave/Crowther Ave	87.88%	$108,970	12.12%	$15,030	$124,000
Orangethorpe Ave/Placentia Ave	87.88%	$490,365	12.12%	$67,635	$558,000
Orangethorpe Ave/SR-57 Northbound Ramps	87.88%	$272,425	12.12%	$37,575	$310,000
Orangethorpe Ave/Melrose St	87.88%	$108,970	12.12%	$15,030	$124,000
Kraemer Blvd/Orangethorpe Ave	87.88%	$108,970	12.12%	$15,030	$124,000
Total		**$1,089,700**		**$150,300**	**$1,240,000**

Table V-F5: Active Transportation Improvements

Project/Scope	% Allocation to Existing Development	$ Allocation to Existing Development	% Allocation to New Development	$ Allocation to New Development	2026 Estimated Cost
Class I Shared-Use Path (2 miles)	87.88%	$2,847,281	12.12%	$392,719	$3,240,000
Class II Bike Lane (1.2 miles)	87.88%	$145,440	12.12%	$20,060	$165,500
Class IIIB Buffered Bike Lane (5.4 miles)	87.88%	$7,213,112	12.12%	$994,888	$8,208,000
Class IIIB Bicycle Boulevard (7.2 miles)	87.88%	$3,916,594	12.12%	$540,206	$4,456,800
Class IV Separated Bikeway (8.5 miles)	87.88%	$8,031,442	12.12%	$1,107,758	$9,139,200
Total		**$23,011,393**		**$3,173,907**	**$26,185,300**

For purposes of complying with AB 602, the needs list shown above is derived from the Capital Improvement Plan for Development Impact Fees (the "CIP") expected to be approved

by the City Council on April 21, 2026, in connection with this Fee Study. Furthermore, the facilities to be funded by future development is equal to or less the City's existing LOS.

Note that the transportation impact fee calculated herein for residential property is on a per-unit basis. This is due to the fact that service demand for transportation facilities correlates closely to the number of residents in a home. Furthermore, the City has determined that, on average, there is no evidence that a larger home in the City corresponds to additional residents in the home. Therefore, a uniform per-unit fee best reflects the actual impact a new home will have on local highways and roads.

F.2 Average Daily Trips (ADTs)

The reasonable relationship used to allocate transportation facility costs between existing and future development is based on each land use's relative contribution to vehicular traffic on the City's roadway network. For purposes of this Fee Study, Average Daily Trips ("ADTs") are used as the demand metric to measure transportation impacts generated by development.

ADTs represent the estimated number of vehicular trip ends generated by a specific land use over a typical weekday. ADTs are a standard transportation planning metric and are commonly used in regional and local transportation analyses. ADT generation rates for the various land uses were obtained from the latest edition of the ITE Trip Generation Manual. For land use categories not explicitly identified in the ITE Manual, ADT rates were estimated using industry-standard assumptions and comparable land use classifications to reflect anticipated trip-making characteristics.

Residential ADTs are calculated on a per-unit basis, while non-residential ADTs are calculated based on estimated trip generation per 1,000 square feet of building area or per room, as applicable. The ADT rates applied to each land use represent the relative traffic demand placed on the City's roadway system by that use.

When ADT rates are applied to the demographic data for existing and future development, the total calculated ADTs for each land use category can be expressed as a percentage of total system ADTs. These percentages are used to allocate transportation facility costs between existing and future development in proportion to their respective contributions to traffic volumes on the City's roadway network.

F.3 Trip Rates

The land uses upon which Transportation Facilities Fees will be imposed include Residential (single-family, multi-family, mobile home, and accessory dwelling unit), Commercial/Retail, Office, Industrial, and Hotel/Motel development.

Table V-F6 shows the average daily trip rates used for this Fee Study.

Table V-F6: Trip Generation Rates

Land Use	City Designation	ITE Designation [1]	Average Daily Trips [2]
Residential (Dwelling Units)	Single-Family	Single-Family Detached	**9.09**
	Multi-Family	Multi-Family House (Low-Rise)	**6.21**
	Mobile Home	Mobile Homes	**7.87**
	ADU	Accessory Dwelling Units	**4.55**
Non-Residential (KSF/Rooms)	Commercial/Retail	Department Store	**22.88**
	Office	General Office Building	**7.83**
	Industrial	General Light Industrial	**3.60**
	Hotel/Motel	Hotel	**5.84**

Notes:

1. ITE designations shown represent the closest applicable land use categories available in the ITE Trip Generation Manual.
2. Numbers in this column (bold) are used in this Fee Study for calculating ADTs and Fee Schedule.

To allocate transportation facility costs between existing and future development, total ADTs are calculated for both conditions. ADTs for existing development within the City are calculated for each land use category by multiplying the number of residential dwelling units or the amount of non-residential building area, expressed in thousands of square feet ("KSF"), by the applicable ADT rates per unit or per KSF.

The total ADTs for existing and future development, as well as the percentage of total ADTs attributable to existing and future development, are summarized in Tables V-F7 and V-F8, respectively.

Table V-F7: Existing ADTs

Residential Property	Number of Existing Units	Average Daily Trips per Unit/KSF	ADTs
Single Family Residential	13,238 Units	9.09	120,333
Multi-Family Residential	4,529 Units	6.21	28,125
Mobile Home	776 Units	7.87	6,107
Accessory Dwelling Unit	65 Units	4.55	295
Non-Residential Property	**Number of Existing Building Sq. Ft. / Rooms**	**Average Daily Trips per Unit/KSF**	**ADTs**
Commercial/Retail	1,735,238 sq. ft.	22.88	39,702
Office	2,716,194 sq. ft.	7.83	21,268
Industrial	5,010,579 sq. ft.	3.60	18,038
Hotel/Motel	460 Rooms	5.84	2,686
		Total	**236,556**
		Total Existing and Future ADTs	269,183
		% of Total ADTs	**87.88%**

Table V-F8: Future ADTs

Residential Property	Number of Future Units	ADTs per Unit/KSF	ADTs
Single Family Residential	1,525 Units	9.09	13,862
Multi-Family Residential	1,740 Units	6.21	10,805
Mobile Home	90 Units	7.87	708
Accessory Dwelling Unit	225 Units	4.55	1,023
Non-Residential Property	**Number of Future Building Sq. Ft. / Rooms**	**ADTs per Unit/KSF**	**ADTs**
Commercial/Retail	122,600 sq. ft.	22.88	2,805
Office	35,600 sq. ft.	7.83	279
Industrial	62,540 sq. ft.	3.60	225
Hotel/Motel	500 Rooms	5.84	2,920
		Total	**32,628**
		Total Existing and Future ADTs	269,183
		% of Total ADTs	**12.12%**

F.4 Allocation of Costs

The transportation facility costs allocated to new development are divided by the total number of new ADTs to determine a cost per ADT. This cost per ADT represents the baseline unit cost used to calculate transportation facilities fees for each land use category.

Table V-F9: Cost per ADT

Total Cost of Transportation Projects	Cost Allocated to New Development	Total New ADTs	Cost per ADT
$28,538,200	$3,459,101	32,628	$106.02

F.5 Proposed Fee Amount

The proposed transportation facilities fee schedules are calculated by applying the cost per ADT to the applicable trip generation rates for each land use category. The resulting fee schedule is presented in Table V-F10 below.

Table V-F10: Transportation Fee Schedule

Residential Property	ADTs	Cost Per ADT	Development Impact Fee per Unit	Units
Single Family Residential	9.09	$106.02	$963.70	DU
Multi-Family Residential	6.21	$106.02	$658.37	DU
Mobile Home	7.87	$106.02	$834.36	DU
Accessory Dwelling Unit	4.55	$106.02	$481.85	DU
Non-Residential Property	**ADTs**	**Cost Per ADT**	**Development Impact Fee 1,000 Sq. Ft. / Room**	**Units**
Commercial/Retail	22.88	$106.02	$2,425.69	KSF
Office	7.83	$106.02	$830.12	KSF
Industrial	3.60	$106.02	$381.66	KSF
Hotel/Motel	5.84	$106.02	$619.14	Room

F.6 Expected Revenue

Expected transportation facilities fee revenue is calculated by applying the proposed fee rates to the projected residential units, non-residential building area, and hotel rooms associated with future development.

Table V-F11: Expected Revenue

Residential Property	Number of Future Units	DIF per Unit	Cost Financed by Fees
Single Family Residential	1,525 Units	$963.70	$1,469,645
Multi-Family Residential	1,740 Units	$658.37	$1,145,565
Mobile Home	90 Units	$834.36	$75,092
Accessory Dwelling Unit	225 Units	$481.85	$108,416
Non-Residential Property	**Number of Future Building Sq. Ft. / Rooms**	**DIF per 1,000 SF/Room**	**Cost Financed by Fees**
Commercial/Retail	122,600 sq. ft.	$2,425.69	$297,389
Office	35,600 sq. ft.	$830.12	$29,552
Industrial	62,540 sq. ft.	$381.66	$85,874
Hotel/Motel	500 Rooms	$619.14	$309,572
		Total	**$3,521,106**
		Estimated Credit Provided to Developer for Previously Mitigated Development	($62,005)
		Cost Allocated to Existing Development	$25,079,099
		Total Cost of Transportation Facilities	$28,538,200

The fee amounts shown above in Table V-F11 is expected to finance approximately 12% of the transportation facilities. Also, the estimated credit amount represents the maximum credit based on current expectations of future redevelopment projects. This amount is subject to change. The credit amount for a particular redevelopment project cannot exceed the amount of new fees the redevelopment is subject to. The City will need to fund the remaining facility costs from other funding sources.

Pursuant to Government Code Section 66311.5, ADUs are exempt from incurring impact fees from local agencies if such unit is less than 750 square feet. If an ADU has more than 750 square feet of interior livable space, the impact fees will not be charged as shown above but shall be charged proportionally in relation to the square footage of the primary dwelling unit.

G Streetscape Facilities Fee

Development within the City's designated transit-oriented development ("TOD") area is intended to support higher-intensity, pedestrian-oriented, mixed-use development. As development occurs, additional demand is placed on the public street environment, including increased pedestrian use, frontage activation, and demand for enhanced streetscape conditions.

New development within the TOD area will increase use of sidewalks, crossings, and other streetscape elements. Without corresponding streetscape improvements, continued development would limit the City's ability to maintain a safe, functional, and walkable street environment consistent with the intended character of the TOD area. Streetscape facilities are therefore needed to mitigate the impacts of new development within the TOD area.

For purposes of this Fee Study, streetscape impacts associated with development are evaluated exclusively within the TOD area. Streetscape facilities serving the TOD area are intended to address the unique scale, intensity, and urban form associated with TOD development.

Table V-G1 below illustrates how the Streetscape Facilities Fee meets the requirements of AB 1600 with respect to the use of the fee, the type of development funded, the reasonable relationship between the fee and the need for streetscape facilities, and proportionality requirements.

Table V-G1: Streetscape Facilities

AB 1600 Code Section	Description	Justification
66001(a)(1)	Identify the purpose of the Fee.	Provide a revenue source to fund streetscape improvements needed to mitigate the impacts of new development within the TOD area.
66001(a)(2)	Identify the use to which the fee is to be put.	Fee revenue will be used to fund or partially fund streetscape improvements within the TOD area, such as sidewalk enhancements, pedestrian crossings, frontage improvements, and related streetscape elements that will be needed as a direct result of new development in the TOD area.
66001(a)(3)	Demonstrate how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.	New development within the TOD area increases pedestrian activity and intensifies use of streets and sidewalks. Streetscape improvements funded by the fee are designed to accommodate these development-related impacts and support safe and functional circulation associated with TOD development.

AB 1600 Code Section	Description	Justification
66001(a)(4)	Demonstrate how there is a reasonable relationship between the need for the public facilities and the type of development project on which the fee is imposed.	Higher-intensity development within the TOD area increases demand on sidewalks, pedestrian crossings, and streetscape infrastructure. Streetscape improvements are needed to maintain acceptable conditions and safety as development occurs.
66001(b)	Demonstrate how there is a reasonable relationship between the amount of the fee and the cost of the public facility.	Streetscape facility costs are allocated to new development based on the proportional share of traffic demand generated within the area. The fee amount reflects the relative contribution of new development to transportation activity that necessitates these improvements.

G.1 Proposed Facilities and Costs

To identify the streetscape improvements needed to serve future development within the TOD area, the City evaluated the impacts of projected growth through the planning horizon year of 2040. Development in the TOD area is anticipated to occur at higher densities and intensities, resulting in increased pedestrian activity and greater demand for sidewalks, crossings, and related streetscape infrastructure.

Based on this evaluation, the City identified streetscape improvements necessary to accommodate future development. These improvements are intended to enhance pedestrian circulation, improve safety and accessibility, and support higher-intensity mixed-use development within the TOD area.

Certain streetscape improvements will benefit both existing and future development. To the extent that improvements address existing conditions, those portions are not funded by development impact fees and are expected to be funded through other sources. The Streetscape Facilities Fee is limited to the portion of project costs reasonably related to mitigating the impacts of new development.

For purposes of this Fee Study, the streetscape improvements apply only to development within the TOD area. Project costs are allocated to new development based on the proportional share of Average Daily Trips generated by future development within the TOD area relative to total ADTs. Streetscape project categories, costs, and allocations are summarized in Table V-G2.

Table V-G2: Streetscape Cost Summary (TOD Area)

Component	Total Project Cost	Less Offsetting Revenue (Existing Fee Balance)	Net Project Cost
Streetscape Improvements	$4,100,000	($877,936)	$3,222,063
Grand Total	**$4,100,000**	**($877,937)**	**$3,222,063**

The list of projects to be funded, or partially funded, are shown by components in Table V-G3. The total project cost as well as the costs allocated to new development are also shown in the table.

Table V-G3: Streetscape Improvements (TOD Area)

Project/Scope	% Allocation to Existing Development	$ Allocation to Existing Development	% Allocation to New Development	$ Allocation to New Development	2026 Estimated Cost
TOD Streetscape Improvements	45.91%	$1,479,143	54.09%	$1,742,920	$3,222,063
Total		**$1,479,143**		**$1,742,920**	**$3,222,063**

For purposes of complying with AB 602, the needs list shown above is derived from the Capital Improvement Plan for Development Impact Fees (the "CIP") expected to be approved by the City Council on April 21, 2026, in connection with this Fee Study. Furthermore, the facilities to be funded by future development is equal to or less than the City's existing LOS.

Note that the streetscape impact fee calculated herein for multi-family residential property is on a per-unit basis. This is due to the fact that service demand for streetscape facilities correlates closely to the number of residents in a multi-family unit. Furthermore, the City has determined that, on average, there is no evidence that a larger unit in the City corresponds to additional residents in the unit. Therefore, a uniform per-unit fee best reflects the actual impact a new multi-family unit will have on local streetscape improvements.

G.2 Average Daily Trips (ADTs)

The reasonable relationship used to allocate streetscape facility costs between existing and future development is based on each land use's relative contribution to travel activity within the TOD area. For purposes of this Fee Study, Average Daily Trips ("ADTs") are used as the demand metric to measure streetscape impacts generated by development.

ADTs represent the estimated number of daily trip ends generated by a specific land use over a typical weekday. In the context of this Fee Study, ADTs are used to reflect differences in development intensity and land use activity within the TOD area, which influence the demand for pedestrian-oriented streetscape facilities such as sidewalks, crossings, and related frontage improvements.

ADT generation rates for the various land uses were obtained from the latest edition of the

ITE Trip Generation Manual. Where a specific land use is not separately identified in the ITE Manual, ADT rates reflect trip-making characteristics consistent with the intended use and scale of development. Residential ADTs are calculated on a per-unit basis, while non-residential ADTs are calculated based on estimated trip generation per 1,000 square feet of building area or per room, as applicable.

When ADT rates are applied to the demographic data for existing and future development within the TOD area, the resulting ADTs can be expressed as a percentage of total ADTs. These percentages are used to allocate streetscape facility costs between existing and future development in proportion to their relative contribution to overall travel activity within the TOD area.

Because the Streetscape Facilities Fee applies only to development within the TOD area, ADT calculations and cost allocation presented in this section are limited to development within the TOD area.

G.3 Trip Rates

The land uses upon which Streetscape Facilities Fees will be imposed are within the TOD area and include Residential (multi-family), Commercial/Retail, Office, Industrial, and Hotel/Motel development.

Table V-G4 presents the trip generation rates, in ADTs, used for the Streetscape Facilities Fee within the TOD area.

Table V-G4: Trip Generation Rates

Land Use	City Designation	ITE Designation [1]	Average Daily Trips [2]
Residential (Dwelling Units)	Multi-Family	Multi-Family House (Low-Rise)	**6.21**
Non-Residential (KSF/Rooms)	Commercial/Retail	Department Store	**22.88**
	Office	General Office Building	**7.83**
	Industrial	General Light Industrial	**3.60**
	Hotel/Motel	Hotel	**5.84**

Notes:

1. ITE designations shown represent the closest applicable land use categories available in the ITE Trip Generation Manual.
2. Numbers in this column (bold) are used in this Fee Study for calculating ADTs and Fee Schedule.

To allocate streetscape facility costs between existing and future development, total ADTs are calculated for both conditions. ADTs for existing development within the TOD area are calculated for each land use category by multiplying the number of residential dwelling units or the amount of non-residential building area, expressed in thousands of square feet ("KSF"), by the applicable ADT rates per unit or per KSF shown above.

The total ADTs for existing development within the TOD area, as well as the percentage of

total ADTs attributable to existing development, are summarized in Table V-G5.

Table V-G5: Existing ADTs (TOD Area)

Residential Property	Number of Existing Units	Average Daily Trips per Unit/KSF	ADTs
TOD - Multi-Family	633 Units	6.21	3,931
Non-Residential Property	**Number of Existing Building Sq. Ft. / Rooms**	**Average Daily Trips per Unit/KSF**	**ADTs**
TOD - Commercial/Retail	93,975 sq. ft.	22.88	2,150
TOD - Office	135,416 sq. ft.	7.83	1,060
TOD - Industrial	270,767 sq. ft.	3.60	975
TOD - Hotel/Motel	0 Rooms	5.84	0
		Total	**8,116**
		Total Existing and Future ADTs	17,680
		% of Total ADTs	**45.91%**

ADTs for future development are calculated for each land use category by multiplying the projected number of residential dwelling units or the amount of non-residential building area, expressed in thousands of square feet (KSF), by the applicable ADT rates per unit or per KSF.

The total ADTs for future development, as well as the percentage of total ADTs attributable to future development, are summarized in Table V-G6.

Table V-G6: Future ADTs (TOD Area)

Residential Property	Number of Future Units	ADTs per Unit/KSF	ADTs
TOD - Multi-Family	1,290 Units	6.21	8,011
Non-Residential Property	**Number of Future Building Sq. Ft. / Rooms**	**ADTs per Unit/KSF**	**ADTs**
TOD - Commercial/Retail	50,000 sq. ft.	22.88	1,144
TOD - Office	15,000 sq. ft.	7.83	117
TOD - Industrial [1]	(162,460) sq. ft.	3.60	(585)
TOD - Hotel/Motel	150 Rooms	5.84	876
		Total	9,563
		Total Existing and Future ADTs	17,680
		% of Total ADTs	**54.09%**

Notes:

1. Reflects the anticipated removal of existing industrial uses within the TOD area as properties redevelop into higher-density residential and mixed-use development.

The percentage of total ADTs attributable to future development is used to allocate

streetscape facility costs to new development within the TOD area.

G.4 Allocation of Costs

The streetscape facility costs allocated to new development are divided by the total number of new ADTs to determine a cost per ADT. This cost per ADT represents the baseline unit cost used in calculating the streetscape facilities fee for each applicable land use category within the TOD area.

Table V-G7: Cost per ADT (TOD Area)

Total Cost of Streetscape Projects	Cost Allocated to New Development	Total New ADTs	Cost per ADT
$3,222,063	$1,742,920	9,563	$182.25

G.5 Proposed Fee Amount

The proposed streetscape facilities fee schedule is calculated by applying the cost per ADT to the applicable ADT rates for each TOD land use category. The resulting fee schedule for streetscape facilities within the TOD area is presented in Table V-G8 below.

Table V-G8: Streetscape Fee Schedule (TOD Area)

Residential Property	ADTs	Cost Per ADT	DIF per Unit	Units
TOD - Multi-Family	6.21	$182.25	$1,131.76	DU
Non-Residential Property	**ADTs**	**Cost Per ADT**	**DIF per 1,000 SF/Room**	**Units**
TOD - Commercial/Retail	22.88	$182.25	$4,169.82	KSF
TOD - Office	7.83	$182.25	$1,427.00	KSF
TOD - Industrial	3.60	$182.25	$656.09	KSF
TOD - Hotel/Motel	5.84	$182.25	$1,064.32	Room

G.6 Expected Revenue

Expected streetscape facilities fee revenue is calculated by applying the proposed fee rates to the projected residential units, non-residential building area, and hotel rooms associated with future development.

As shown in Table V-G9, the total expected revenue represents the portion of streetscape facility costs allocated to new development.

Table V-G9: Revenue (TOD Area)

Residential Property	Number of Future Units	DIF per Unit	Cost Financed by Fees
TOD - Multi-Family	1,290 Units	$1,131.76	$1,459,964
Non-Residential Property	**Number of Future Building Sq. Ft. / Rooms**	**DIF per 1,000 SF/Room**	**Cost Financed by Fees**
TOD - Commercial/Retail	50,000 sq. ft.	$4,169.82	$208,491
TOD - Office	15,000 sq. ft.	$1,427.00	$21,405
TOD - Industrial	0 sq. ft.	$656.09	$0
TOD - Hotel/Motel	150 Rooms	$1,064.32	$159,649
		Total	**$1,849,508**
		Estimated Credit Provided to Developer for Previously Mitigated Development	($106,589)
		Cost Allocated to New Development Following Credit for Redevelopment	$1,742,920
		Cost Allocated to Existing Development	$1,479,143
		Total Cost of Streetscape Facilities	$3,222,063

The fee amounts shown in Table V-G9 are expected to finance approximately 54% of the TOD area streetscape facilities. Also, the estimated credit amount represents the maximum credit based on current expectations of future redevelopment projects. This amount is subject to change. The credit amount for a particular redevelopment project cannot exceed the amount of new fees the redevelopment is subject to. The City will need to fund the remaining facility costs from other funding sources.

H Sewer Facilities Fee

The Sewer Facilities will serve development within the City by providing new and expanded wastewater conveyance infrastructure necessary to accommodate sanitary flows generated by future growth. Sewer facilities may include sewer conveyance improvements and related appurtenances required to upgrade, replace, and expand existing sewer infrastructure to meet increased wastewater demands. The planning horizon assumed in this Fee Study is the buildout year of 2040.

For purposes of this Fee Study, development within the designated TOD area is evaluated separately from non-TOD development. Sewer facilities serving TOD areas are expected to experience a different development intensity and wastewater generation profile than non-TOD areas. As a result, the sewer facility costs, EDU factors, and cost allocations associated with TOD development are calculated independently to ensure that sewer facility costs are proportionally allocated based on the impacts generated by each type of development. As described further in this section, property in the TOD area will be subject to both the City-wide sewer impact fee as well as the TOD area specific impact fee.

Table V-H1 below illustrates how the sewer facilities fee will meet the requirements of AB1600 with regard to the use of the fee, the type of development funded, or partially funded by the fee revenue, the reasonable relationship to the need for the facilities and the proportionality requirements.

Table V-H1: Sewer Facilities

AB 1600 Code Section	Description	Justification
66001(a)(1)	Identify the purpose of the Fee.	To provide a revenue source that will pay for the construction of sewer projects that will be used to mitigate the impacts of new development within the City.
66001(a)(2)	Identify the use to which the fee is to be put.	Revenue from this fee will be used to construct new sewer facilities that will be used to provide general sewer collection, conveyance and treatment services that will be needed as a direct result of new development in the City.
66001(a)(3)	Demonstrate how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.	New residential and non-residential development will generate additional residents and employees that will increase the demand for sewer facilities. Sewer fees collected from new development will be used exclusively for construction-related costs associated with these projects.

AB 1600 Code Section	Description	Justification
66001(a)(4)	Demonstrate how there is a reasonable relationship between the need for the public facilities and the type of development project on which the fee is imposed.	New residential and non-residential development within the City will generate additional residents and employees that will increase the need to collect and treat sewage generated by such new development. New and expanded conveyance facilities are needed to collect and convey wastewater generated by future development.
66001(b)	Demonstrate how there is a reasonable relationship between the amount of the fee and the cost of the public facility.	The cost of the proposed facilities is based on projected sewer generation from the various land uses. The amount of the fee for each land use is calculated based on the relative contribution of City-wide sewer flow from each land use.

H.1 Proposed Facilities and Costs

To identify the sewer improvements needed to serve future development, the City evaluated the demand placed on the sewer system by new development. New development within the City will increase wastewater flows within the existing sewer system and may affect the City's ability to provide adequate sewer service. When system capacity is exceeded due to increased wastewater flows from new development, the level of service provided to existing development may be reduced. Without improvements to the sewer system, continued development would limit the City's ability to maintain sewer service consistent with City standards.

The City identified separate sewer capital improvement needs for the entire City and for the TOD area only. Table V-H2 below summarizes the proposed improvements funded in whole or in part through the collection of Sewer Facilities Fees for development throughout the City, while Table V-H3 summarizes the proposed improvements associated with TOD development only. Quantities and costs are based on estimates provided by the City.

Table V-H2: Sewer Cost Summary (City-wide)

Component	Total Project Cost	Less Offsetting Revenue (Existing Fee Balance)	Net Project Cost
Capacity Increases	$15,600,290	($0)	$15,600,290
Grand Total	**$15,600,290**	**($0)**	**$15,600,290**

Table V-H3: Sewer Cost Summary (TOD Area Only)

Component	Total Project Cost	Less Offsetting Revenue (Existing Fee Balance)	Net Project Cost
Capacity Increases	$2,245,646	($0)	$2,245,646
Grand Total	**$2,245,646**	**($0)**	**$2,245,646**

The list of projects to be funded, or partially funded, is shown by component in Tables V-H4 and V-H5. The tables also present the total project cost and the portion of costs allocated to new development.

Table V-H4: Sewer Needs List (City-wide)

Location/Component	% Allocation to Existing Development	$ Allocation to Existing Development	% Allocation to New Development	$ Allocation to New Development	2026 Estimated Cost
Bradford Ave, Orange Grove Ave, Walnut Ave, Santa Barbara St & Placentia Ave	90.41%	$6,181,567	9.59%	$655,661	$6,837,228
Twilight St, Sunrise Way, Sunrise St, Melody Ln, Chapman Ave & Placentia Ave	90.41%	$2,240,918	9.59%	$237,688	$2,478,606
Orangethorpe Ave	90.41%	$1,114,446	9.59%	$118,206	$1,232,652
Orangethorpe Ave, Melrose St, Silverlake Dr & Glenlake Dr	90.41%	$3,195,012	9.59%	$338,886	$3,533,898
Tuffree Blvd	90.41%	$847,193	9.59%	$89,859	$937,052
Bastanchury Rd	90.41%	$525,153	9.59%	$55,701	$580,854
		$14,104,288		**$1,496,002**	**$15,600,290**

Table V-H5: Sewer Needs List (TOD Area Only)

Location/Component	% Allocation to Existing Development	$ Allocation to Existing Development	% Allocation to New Development	$ Allocation to New Development	2026 Estimated Cost
Old Town CIP (Crowther Ave)	48.27%	$1,084,023	51.73%	$1,161,623	$2,245,646
		$1,084,023		**$1,161,623**	**$2,245,646**

For purposes of complying with AB 602, the needs list shown above is derived from the Capital Improvement Plan for Development Impact Fees (the "CIP") expected to be approved by the City Council on April 21, 2026, in connection with this Fee Study. Furthermore, the facilities to be funded by future development is equal to or less than the City's existing LOS.

Note that the sewer impact fee calculated herein for residential property is on a per-unit basis. This is due to the fact that service demand for sewer facilities correlates closely to the number of residents in a home. Furthermore, the City has determined that, on average, there is no evidence that a larger home in the City corresponds to additional residents in the home. Therefore, a uniform per-unit fee best reflects the actual impact a new home will

have on local sewer improvements.

H.2 EDUs

The reasonable relationship used to allocate sewer facility costs between existing and future development is based on each land use's relative contribution to wastewater generation. EDUs are used to express wastewater demand from different land uses on a common basis. EDUs represent the amount of wastewater generated by a particular land use relative to a defined residential baseline.

A single-family residential dwelling unit is used as the base EDU and is assigned an EDU factor of 1.00. Wastewater generation rates, expressed in gallons per day ("gpd"), are applied to each land use category based on established demand factors previously reviewed and approved by the City. Residential EDUs are calculated on a per-unit basis, while non-residential EDUs are calculated based on estimated wastewater generation per 1,000 square feet of building area.

The total number of EDUs attributable to existing development is calculated by applying the applicable EDU factors to existing residential units and non-residential building area. These EDUs are then used to allocate sewer facility costs between existing and future development in proportion to their respective contributions to systemwide wastewater demand.

The EDU factors and resulting EDU totals by land use are presented in Table V-H6.

Table V-H6: Equivalent Dwelling Unit Factors

Land Use	Units	Residential Use Factor (gpd per unit)	Non-Residential Use Factor (gpd per ksf)	EDU Factor
Single-Family Residential	Dwelling Units	210.00		1.000
Multi-Family Residential	Dwelling Units	120.00		0.571
Mobile Home	Dwelling Units	105.00		0.500
Accessory Dwelling Units	Dwelling Units	105.00		0.500
Commercial/Retail	Square Feet		137.74	0.656
Office	Square Feet		137.74	0.656
Industrial	Square Feet		146.92	0.700
Hotel/Motel	Rooms	120.00		0.571

When the EDU factors are applied to the demographic data, the resulting EDUs for existing and future development are expressed as a percentage of total EDUs and used to allocate

sewer facility costs to new development.

H.3 Methodology

To allocate sewer facility costs between existing and future development, total EDUs are calculated for each condition. EDUs for existing and future development within each land use category are calculated by multiplying the number of residential dwelling units or the amount of non-residential building area, expressed in thousands of square feet ("KSF"), by the applicable EDU factors shown in the tables above.

The total EDUs for existing development, as well as the percentage of total EDUs attributable to existing development, are shown in Tables V-H7 and V-H8.

Table V-H7: Existing Equivalent Dwelling Units (City-wide)

Residential Property	Number of Existing Residential Units	EDU Factor	Total EDUs
Single-Family Residential	13,238 Units	1.000	13,238
Multi-Family Residential	4,529 Units	0.571	2,588
Mobile Home	776 Units	0.500	388
Accessory Dwelling Units	65 Units	0.500	33
Non-Residential Property	**Number of Existing Non-Residential Building sq. ft./Rooms**	**EDU Factor**	**Total EDUs**
Commercial/Retail	1,735,238 sq. ft.	0.656	1,138
Office	2,716,194 sq. ft.	0.656	1,782
Industrial	5,010,579 sq. ft.	0.700	3,505
Hotel/Motel	460 Rooms	0.571	263
		Total Existing Development EDUs	22,935
		% of Total EDUs	88.66%
		Total EDUs	26,045

Table V-H8: Existing Equivalent Dwelling Units (TOD Area)

Residential Property	Number of Existing Residential Units	EDU Factor	Total EDUs
TOD - Multi-Family	633 Units	0.571	362
Non-Residential Property	**Number of Existing Non-Residential Building sq. ft./Rooms**	**EDU Factor**	**Total EDUs**
TOD - Commercial/Retail	93,975 sq. ft.	0.656	62
TOD - Office	135,416 sq. ft.	0.656	89
TOD - Industrial	270,767 sq. ft.	0.700	189
TOD - Hotel/Motel	0 Rooms	0.571	0
		Total Existing Development EDUs	702
		% of Total EDUs	48.27%
		Total EDUs	1,453

EDUs for future development are calculated using the same methodology applied to existing development. For each land use category, EDUs are calculated by multiplying the number of residential dwelling units or the amount of non-residential building area, expressed in thousands of square feet, by the applicable EDU factors.

The total EDUs for future development, as well as the percentage of total EDUs attributable to future development, are shown in Tables V-H9 and V-H10.

Table V-H9: Future Equivalent Dwelling Units (City-wide)

Residential Property	Number of Future Residential Units	EDU Factor	Total EDUs
Single-Family Residential	1,525 Units	1.000	1,525
Multi-Family Residential	1,740 Units	0.571	994
Mobile Home	90 Units	0.500	45
Accessory Dwelling Units	225 Units	0.500	113
Non-Residential Property	**Number of Future Non-Residential Building sq. ft./Rooms**	**EDU Factor**	**Total EDUs**
Commercial/Retail	122,600 sq. ft.	0.656	80
Office	35,600 sq. ft.	0.656	23
Industrial	62,540 sq. ft.	0.700	44
Hotel/Motel	500 Rooms	0.571	286
		Total Future Development EDUs	3,110
		% of Total EDUs	11.94%
		Total EDUs	26,045

Table V-H10: Future Equivalent Dwelling Units (TOD Area)

Residential Property	Number of Future Residential Units	EDU Factor	Total EDUs
TOD - Multi-Family	1,290 Units	0.571	737
Non-Residential Property	**Number of Future Non-Residential Building sq. ft./Rooms**	**EDU Factor**	**Total EDUs**
TOD - Commercial/Retail	50,000 sq. ft.	0.656	33
TOD - Office	15,000 sq. ft.	0.656	10
TOD - Industrial [1]	(162,460) sq. ft.	0.700	(114)
TOD - Hotel/Motel	150 Rooms	0.571	86
		Total Future Development EDUs (TOD Only)	752
		% of Total EDUs (TOD Only)	51.73%
		Total EDUs (TOD Only)	1,453

Notes:

1. Reflects the anticipated removal of existing industrial uses within the TOD area as properties redevelop into higher-density residential and mixed-use development.

The percentage of total EDUs attributable to future development, as shown in Tables V-H9 and V-H10, is used to allocate sewer facility costs to new development for non-TOD and TOD facilities, respectively.

H.4 Allocation of Costs

The sewer facility costs allocated to new development are divided by the total EDUs attributable to new development to determine the cost per EDU. The cost per EDU represents the unit cost used to calculate sewer facilities fees for the various land use categories.

Table V-H11: Cost per EDU (City-wide)

Total Cost of Sewer Projects	% Allocated to New Development	Cost Allocated to New Development	Total New EDUs	Cost per EDU
$15,600,290	11.94%	$1,862,251	3,110	$598.98

Table V-H12: Cost per EDU (TOD Area)

Total Cost of Sewer Projects	% Allocated to New Development	Cost Allocated to New Development	Total New EDUs	Cost per EDU
$2,245,646	51.73%	$1,161,623	752	$1,545.06

H.5 Proposed Fee Amount

The EDU factors for the various land uses are multiplied by the cost per EDU to determine the proposed sewer facilities fee for each land use category. The resulting proposed fee schedules for all property within the CFD and TOD specific development are presented in Tables V-H13 and V-H14.

Table V-H13: Sewer Fee Schedule (City-wide)

Residential Property	EDU Factor	Cost Per EDU	DIF per Unit	Units
Single-Family Residential	1.000	$598.98	$598.98	Units
Multi-Family Residential	0.571	$598.98	$342.28	Units
Mobile Home	0.500	$598.98	$299.49	Units
Accessory Dwelling Units	0.500	$598.98	$299.49	Units
Non-Residential Property	**EDU Factor**	**Cost Per EDU**	**DIF per 1,000 SF/Room**	**Units**
Commercial/Retail	0.656	$598.98	$392.88	KSF
Office	0.656	$598.98	$392.88	KSF
Industrial	0.700	$598.98	$419.06	KSF
Hotel/Motel	0.571	$598.98	$342.28	Room

Table V-H14: Sewer Fee Schedule (TOD Area)

Residential Property	EDU Factor	Cost Per EDU	DIF per Unit	Units
TOD - Multi-Family	0.571	$1,545.06	$882.89	Units
Non-Residential Property	**EDU Factor**	**Cost Per EDU**	**DIF per 1,000 SF/Room**	**Units**
TOD - Commercial/Retail	0.656	$1,545.06	$1,013.41	KSF
TOD - Office	0.656	$1,545.06	$1,013.41	KSF
TOD - Industrial	0.700	$1,545.06	$1,080.95	KSF
TOD - Hotel/Motel	0.571	$1,545.06	$882.89	Room

H.6 Expected Revenue

Expected sewer facilities fee revenue is calculated by applying the proposed fee rates to projected residential units, non-residential building area, and hotel rooms associated with future development.

As shown in Tables V-H15 and V-H16, the total expected revenue represents the portion of the sewer facility costs allocated to new development.

Table V-H15: Expected Revenue (City-wide)

Residential Property	Number of Future Residential Units	DIF per Unit	Cost Financed by Fees
Single-Family Residential	1,525 Units	$598.98	$913,451
Multi-Family Residential	1,740 Units	$342.28	$595,561
Mobile Home	90 Units	$299.49	$26,954
Accessory Dwelling Units	225 Units	$299.49	$67,386
Non-Residential Property	Number of Future Non-Residential Building sq. ft./Rooms	**DIF per 1,000 SF/Room**	**Cost Financed by Fees**
Commercial/Retail	122,600 sq. ft.	$392.88	$48,167
Office	35,600 sq. ft.	$392.88	$13,986
Industrial	62,540 sq. ft.	$419.06	$26,208
Hotel/Motel	500 Rooms	$342.28	$171,138
		Total	**$1,862,851**
		Cost Allocated to Existing Development	$13,737,439
		Total Cost of Sewer Facilities	$15,600,290

Table V-H16: Expected Revenue (TOD Area)

Residential Property	Number of Future Residential Units	DIF per Unit	Cost Financed by Fees
TOD - Multi-Family	1,290 Units	$882.89	$1,138,929
Non-Residential Property	Number of Future Non-Residential Building sq. ft./Rooms	**DIF per 1,000 SF/Room**	**Cost Financed by Fees**
TOD - Commercial/Retail	50,000 sq. ft.	$1,013.41	$50,671
TOD - Office	15,000 sq. ft.	$1,013.41	$15,201
TOD - Industrial	0 sq. ft.	$1,080.95	$0
TOD - Hotel/Motel	150 Rooms	$882.89	$132,434
		Total	**$1,337,235**
		Estimated Credit Provided to Developer for Previously Mitigated Development	($175,612)
		Cost Allocated to New Development Following Credit for Redevelopment	$1,161,623
		Cost Allocated to Existing Development	$1,084,023
		Total Cost of Sewer Facilities	$2,245,646

The fee revenue shown above is expected to finance approximately 12% of the sewer facilities needed for City-wide development and approximately 52% of the sewer facilities needed for the TOD area development. Also, the estimated credit amount represents the maximum credit based on current expectations of future redevelopment projects. This

amount is subject to change. The credit amount for a particular redevelopment project cannot exceed the amount of new fees the redevelopment is subject to. The City will need to fund the remaining costs from other sources.

Pursuant to Government Code Section 66311.5, ADUs are exempt from incurring impact fees from local agencies if such unit is less than 750 square feet. If an ADU has more than 750 square feet of interior livable space, the impact fees will not be charged as shown above but shall be charged proportionally in relation to the square footage of the primary dwelling unit.

I Other Facilities

This section identifies certain fees that were not calculated by DTA, but are existing fees previously analyzed and adopted by the City. These fees include the Animal Shelter Fee and Stormwater Fee. For more information, please refer to the fee study dated April 2023 prepared by SCI Consulting Group for the original Animal Shelter fee calculation and the fee study dated September 2017 prepared by SCI Consulting Group for the original Stormwater fee calculation. These fees previously analyzed and adopted by the City will not increase, except as allowed by the annual inflationary adjustment pursuant to the prior fee studies and Section §5.02.160 of the Placentia Municipal Code.

DTA has not analyzed, evaluated, or verified these fees for consistency with AB 1600. No such analysis was performed in connection with this Report. Accordingly, this Report should not be relied upon as documentation or support for the City's existing Animal Shelter Fee or Stormwater Fee. DTA assumes no responsibility or liability for the validity, adoption, implementation, or continued imposition of these existing fees.

VI IMPLEMENTATION OF FEES

In addition to the legal requirements covered in Section II, a number of recommendations for the adoption and administration of the development impact fees are presented in this report. All recommendations presented in this section, unless otherwise noted, are based on the Mitigation Fee Act (Government Code §66000 *et seq.*), also referred to as the "Act," which provides specific requirements for establishing and administering development impact fee programs. The Act also mandates procedures for administering impact fee programs, such as the collection and accounting of impact fees, refunds, mandatory updates, and reporting requirements.

At the time the City imposes an impact fee, Government Code 66020 requires a written statement of the amount of the fee and a written notice of a 90-day period during which the imposition of the fee can be protested. Prior to the enactment of Section 66020, a developer could not challenge the validity of fees imposed on a residential development without refusing to pay them. Under these circumstances, developers were required to pay disputed fees before they could be challenged. Section 66020 was drafted to correct that problem.

The various subparts of Section 66020 allow for a procedure that permits a developer to pay the fees under protest, obtain the relevant building permit, and then proceed with the project while pursuing an action to challenge the fees. If the action is successful, the fees will be refunded with interest. However, failure to protest the imposition of the fee during the allowed period may deprive the fee payer of the right to any subsequent legal challenges. Any challenges to be filed must be submitted within 90 days of enactment. The subsequent sections provide specific guidelines for implementing development impact fees.

A The Collection of Development Impact Fees

According to Government Code Section 66007, any local agency that imposes any fees or charges on residential development for the construction of public improvements or facilities shall not require the payment of those fees or charges, notwithstanding any other provision of law, until the date of the final inspection or the date the Certificate of Occupancy is issued, whichever occurs first.

However, utility service fees may be collected when an application for utility service is received. If the residential development contains more than one dwelling, the local agency may determine whether the fees or charges shall be paid on a pro-rata basis for each dwelling when it receives its final inspection or Certificate of Occupancy, on a pro-rata basis when a certain percentage of the houses have received their final inspection or Certificate of Occupancy, or on a lump sum basis when the first dwelling in the development receives its final inspection or Certificate of Occupancy, whichever of the three occur first.

An exception allows development impact fees to be collected at an earlier time if they are used to reimburse the agency for expenditures previously made or for public improvements

or facilities for which money has already been appropriated. If any fee or charge specified is not fully paid prior to the issuance of a building permit for construction, the local agency issuing the building permit may require the property owner or lessee, if the lessee's interest appears of record, as a condition of issuance of the building permit, to execute a contract to pay the fee or charge, or applicable portion.

Statutory restrictions in place for residential development at the time when fees may be collected do not apply to non-residential development. In cases where the fees are not collected upon the issuance of building permits, Sections 6607(c)(1) and (2) provide that the City may require the property owner of a non-residential development to execute a contract to pay the fee and subsequently record that contract as a lien against the property owner.

In addition, pursuant to Government Code Section 66311.5, ADUs are exempt from incurring impact fees from local agencies if such unit is less than 750 square feet. If an ADU has more than 750 square feet of interior livable space, the impact fees shall be charged proportionally in relation to the square footage of the primary dwelling unit. The amount of the impact fee for such ADU is described in Section I.B.2 above

B The Assignment and Expenditure of Fee Revenue

According to Section 66006, if a local agency requires the payment of a fee specified in connection with the approval of a development project, the local agency receiving the fee shall deposit it with the other fees for the improvement to be funded in a separate capital facilities account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the local agency, except for temporary investments, and expend those fees solely for the purpose for which the fee was collected. Any interest income earned in the capital facilities account or fund shall also be deposited in that account or fund and expended only for the purpose for which the fee was originally collected. Common practice is to maintain separate funds or accounts for impact fee revenues by facility category. DTA recommends the continuation of that approach.

C Exemptions, Reductions, and Waivers.

If a project has characteristics that indicate its impact on a particular public facility or infrastructure system will be significantly and permanently smaller than the average impact used to calculate impact fees in this Fee Study, the fees should be reduced accordingly. The City may voluntarily waive or reduce the fees that would otherwise apply to a project to promote goals such as affordable housing or economic development. However, implementing this policy may not result in increased costs for other development projects and is allowed only if such costs are offset by other revenue sources.

D Developer Improvement Credits

If the City maintains a policy that requires a developer, as a condition of project approval, to construct facilities for which impact fees have been or will be charged, the impact fee imposed on that development project for that type of facility must be adjusted to reflect a credit for such dedication or construction. Furthermore, the impact fee imposed on that

development project for that type of facility must be adjusted to reflect a credit for the cost of the facilities or improvements constructed by the developer. If circumstances allow a developer to dedicate land, buildings, or other valuable considerations in lieu of paying fees, the City maintains the discretion to accept or reject such offers and may negotiate the terms under which an offer would be accepted.

E Existing Development Credit

If a project involves replacement, redevelopment, or intensification of previously existing development, impact fees should be applied only to the portion of the project that represents a net increase in demand for relevant facilities, applying the measure of demand used in this study to calculate that particular fee. Since residential service demand is usually estimated based on-demand per dwelling unit, an addition to a single-family dwelling unit typically would not be subject to an impact fee if it does not increase the number of dwelling units in the structure. In any project that results in a net increase in the number of dwelling units, the added units would normally be subjected to impact fees. A similar analysis can be applied to non-residential development using a measure of demand on which impact fees are based.

F Annual Reporting and Accounting of Fees

AB 1600 requires that general law and charter cities account for every fee they collect under its terms. Funds collected for each capital facility or service shall be deposited in separate accounts and not commingled with any other funds for other impact fees. While funds accrue for individual capital facilities, the City must keep track of each fund and provide an annual report. Section 66006 requires that for each separate account or fund established, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

1. A brief description of the type of fee in the account or fund;
2. The amount of the fee;
3. The beginning and ending balance of the account or fund;
4. The amount of the fees collected and interest earned;
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in Paragraph (2) of Subdivision (a) of Section 66001, and the public improvement remains incomplete;
7. A description of each inter-fund transfer or loan made from the account or fund,

including the public improvement on which the transferred or loaned fees will be expended and, in the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan; and

8. The amount of refunds made pursuant To Subdivision (e) of Section 66001 and any allocations pursuant to Subdivision (f) of Section 66001.

The City must review the information available at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public. Notice of the time and place of the meeting, including the address where this information may be reviewed, shall be mailed at least 15 days prior to the meeting to any interested party who files a written request with the local agency for mailed notice of the meeting.

In addition, pursuant to AB 516 which became effective January 1, 2025 and amended Govt. Code Sections 66006 and 66023, additional reporting requirements include the following:

1. Identify any delays in construction and updated timing.
2. Fee payers have a right to request an audit of the fee to determine if fee charged exceeds the reasonable estimated cost of providing the facility.
3. Agency must provide a website link with fee account information.
4. If the agency does not have a plan to spend fees on authorized facilities, such fee amounts must be refunded. Agency must identify the amount of any refunds and names of individuals or entities to receive such refund.

G Refunding Policy

Under the Mitigation Fee Act, Govt. Code §66000 *et seq.*, each development fee must be deposited in a separate capital facilities account and may be expended only for the purposes for which it was collected. For all unexpended fees, the agency must make findings every 5 years that:

1. Identify the purpose for which the fee will be put;
2. Demonstrate a reasonable relationship between the unexpended balance and the purpose for which the fee was charged;
3. Ascertain the sources and funding for any as-yet-incomplete public improvements and
4. Designate the approximate date the agency expects the funding for uncompleted improvements to be deposited in the account [§66001(d)(1)]. The Act provides that "if the findings are not made as required by [the Act], the local agency shall refund the money in the account" to the current owners of the properties for which the fees were paid [§66001(d)(2)].

Failure to make the findings specified in the Mitigation Fee Act requires a refund of all unexpended development impact fees. When sufficient funds have been collected to

complete financing of the public improvements contained in the CIP, the public agency shall identify "an approximate date by which the construction of the public improvement will be commenced" within 180 days of collecting the required funds (Gov. Code §66001(e)]. Failure to comply with this requirement also mandates the return of the collected funds, as stated above.

Furthermore, pursuant to Gov. Code §66008.1, otherwise known as AB 516, any fees for improvements that are collected and not expended within a reasonable time of deposit of such fees shall be returned to the qualified applicant that originally deposited the fees.

H Administration Costs of Fee Implementation

The cost of implementing the development impact fees is not included in the fees themselves and must be determined by the City. To recover the periodic costs of updating the fees studies, implementing the program, ongoing staff costs, managing the updates, and preparing annual and five-year updates required by the Act, an administration fee may be added to the impact fees calculated in this Fee Study. To recover administrative costs incurred by the City in administering the Fee program, an administrative component of 0.5% of the total fee is added to the proposed fees calculated for each facility category.

I Indexing of Impact Fee Rates

The development impact fees presented in this report are based on current facility costs provided by the City and should be adjusted annually to account for inflation. The purpose of the adjustment is to account for future escalation in costs for land, equipment, vehicles, and construction. DTA recommends that after adoption, the fee should be reviewed each year and adjusted by a reliable index such as ENR's Construction Cost Index, generally used as the primary basis for indexing construction costs. Ordinarily, land costs make up a significant portion of the costs covered by the fees and do not lend themselves to traditional cost indexes. As such, land costs should be adjusted to changes in local land prices.

J Updating the Impact Fee Study

As stated in Section II, AB 602 was signed into law in September of 2021 by the Governor of California, and it provides new Statewide requirements for local jurisdictions seeking to impose development impact fees on development projects. Among these requirements is that nexus studies shall be updated at least every 8 years as of January 1, 2023. However, DTA concurs with the generally accepted policy that 5 years is a reasonable rule-of-thumb time period for impact fee updates, particularly because the required 5-year findings (see above) can be approved at that same time. In some instances, fees may remain valid for a longer period of time if the City's land use and facility plans do not change. A case in point is a municipality at or near full build-out capacity. However, a dynamic, growing municipality facing significant land-use changes would be a disservice if it maintained the current fee structure for too long without a Fee Study to update the current rates.

VII FEE SUMMARY

Tables VII-1 through VII-3 below summarizes the proposed fees for the various land uses within the four facility categories. These fees represent the maximum fee that can be charged to any land use.

To recover administrative costs incurred by the City in administering the Fee program, an administrative component of 0.5% of the total fee is added to the proposed fees calculated for each facility category.

Table VII-1: Development Impact Fee Summary (Non-TOD area)

Land Use	Police	Fire	General Gov't	Parks	Trans-portation	Sewer	Admin	Total
Residential Property (per unit)								
Single Family	$2,998.98	$1,821.88	$1,740.36	$735.49	$963.70	$598.98	$44.30	$8,903.70
Multi-Family	$2,009.53	$1,220.79	$1,166.17	$492.83	$658.37	$342.28	$29.45	$5,919.41
Mobile Home	$1,861.93	$1,131.12	$1,080.51	$456.63	$834.36	$299.49	$28.32	$5,692.37
Non-Residential Property (per, 1,000 sq. ft or per hotel/motel room)								
Comm./Retail	$3,705.40	$2,251.03	$2,150.31	NA	$2,425.69	$392.88	$54.63	$10,979.94
Office	$3,566.73	$2,166.79	$2,069.84	NA	$830.12	$392.88	$45.13	$9,071.49
Industrial	$1,534.57	$932.25	$890.54	NA	$381.66	$419.06	$20.79	$4,178.87
Hotel/Motel	$425.61	$258.56	$246.99	NA	$619.14	$342.28	$9.46	$1,902.04

Table VII-2: Development Impact Fee Summary (TOD area)

Land Use	Police	Fire	General Gov't	Parks	Trans-portation	Sewer	Street-scape	Admin	Total
Residential Property (per unit)									
Single Family	$2,998.98	$1,821.88	$1,740.36	$735.49	$963.70	$598.98	$0.00	$44.30	$8,903.70
Multi-Family	$2,009.53	$1,220.79	$1,166.17	$492.83	$658.37	$1,225.17	$1,131.76	$39.52	$7,944.13
Mobile Home	$1,861.93	$1,131.12	$1,080.51	$456.63	$834.36	$299.49	$0.00	$28.32	$5,692.37
Non-Residential Property (per, 1,000 sq. ft or per hotel/motel room)									
Comm./Retail	$3,705.40	$2,251.03	$2,150.31	NA	$2,425.69	$1,406.29	$4,169.82	$80.54	$16,189.08
Office	$3,566.73	$2,166.79	$2,069.84	NA	$830.12	$1,406.29	$1,427.00	$57.33	$11,524.10
Industrial	$1,534.57	$932.25	$890.54	NA	$381.66	$1,500.01	$656.09	$29.48	$5,924.60
Hotel/Motel	$425.61	$258.56	$246.99	NA	$619.14	$1,225.17	$1,064.32	$19.20	$3,858.99

Table VII-3: Quimby Fee Summary

Residential Land Use from 2023 US Census Data	Impact Fee per Dwelling Unit (other than ADUs)
SFD and SFA	$26,655
2-4 Plex MFA	$26,576
5 Plex or greater MFA	$20,357
Mobile Homes	$16,547

At the time of permit issuance, new development shall pay the appropriate fee for each facility category, and the City shall deposit the funds in a separate account dedicated to the construction of the proposed facilities in accordance with Government Code Section 66006(a).

For purposes of determining the impact fees due, any "second unit" or "accessory dwelling unit" (as determined pursuant to Section 65852.2 of the Government Code) shall be considered a separate residential unit and shall be subject to this fee.

In addition, pursuant to Government Code Section 66311.5, ADUs are exempt from incurring impact fees from local agencies if such unit is less than 750 square feet. If an ADU has more than 750 square feet of interior livable space, the impact fees will not be charged as shown above but shall be charged proportionally in relation to the square footage of the primary dwelling unit.

Every five years, the City shall report the status of the funds in accordance with Government Code Section 66001(d) and shall i) identify the purpose to which the fee is put; ii) demonstrate a reasonable relationship between the fee and the purpose for which it is charge, iii) identify the sources and amounts of funding needed to complete the program, iv) list the facilities not yet completed, and v) identify, to the extent possible, the timing of when the remaining funds are expected to be received.

It is further recommended that the City update its Capital Improvement Plan annually, by resolution of the City Council, in accordance with Government Code Section 66002.

Future development may result from intensification and/or redevelopment of existing land uses. Each such redevelopment project will be evaluated in order to calculate the applicable fees on the new proposed development, taking into account the development previously mitigated.

Finally, it is recommended that the City include in its Council Resolution to adopt the fees recommended in this Fee Study a provision to automatically increase the fees annually tied to an inflation index, such as the Engineering News-Record Construction Price Index, or some other reasonable measure of inflation.

APPENDIX A

City of Placentia
Development Impact Fee Justification Study



DEMOGRAPHICS SUMMARY

CITY OF PLACENTIA
DEMOGRAPHICS INFORMATION & EDU CALCULATION [1]
(FOR SEWER AND STREETSCAPE FEES)

4/9/2026

EDU BACKUP

	Existing Development (As of 1/1/2025)				
Residential Property	Number of Residents	Number of Residential Units	Residents per Residential Unit	EDUS per Residential Unit	**Total Existing EDUs**
Non-TOD Area					
Single Family Residential	40,556	13,238	3.06	1.000	**13,238**
Multi-Family	9,705	3,896	2.49	0.813	**3,168**
Mobile Home	1,476	776	1.90	0.621	**482**
Accessory Dwelling Units	87	65	1.34	0.437	**28**
Non-TOD Area - Subtotal Residential	51,824	17,975	2.88	NA	**16,916**
TOD Area					
Multi-Family	1,204	633	1.90	0.621	**393**
Subtotal City-Wide Residential	53,028	18,608	2.85	NA	**17,309**
Non-Residential Property	Number of Employees	Number of Non-Residential Bldg. Sq. Ft. or Rooms	Employees per 1,000 Non-Res. SF or Room	EDUs per 1,000 Non-Res. SF per Room	**Total Existing EDUs**
Non-TOD Area					
Commercial/Retail	4,914	1,641,263	2.99	0.977	**1,604**
Office	7,264	2,580,779	2.81	0.919	**2,371**
Industrial	6,759	4,739,812	1.43	0.465	**2,206**
Hotel/Motel	200	460	0.43	0.142	**65**
Non-TOD Area - Subtotal Non-Residential (Buildings)	19,137	8,961,854	2.14	NA	**6,247**
TOD Area					
Commercial/Retail	517	93,975	5.50	1.796	**169**
Office	647	135,416	4.78	1.561	**211**
Industrial	432	270,767	1.59	0.520	**141**
Hotel/Motel	0	0	NA	NA	**0**
TOD Area - Subtotal Non-Residential (Buildings)	1,596	500,158	3.19	NA	**521**
Subtotal City-Wide Non-Residential	20,733	9,462,012			**6,768**
Grand Total City-Wide					**24,076**

	Future Development (2025 - 2040)				
Residential Property	Number of Residents	Number of Residential Units	Residents per Residential Unit	EDUS per Residential Unit	**Total Future EDUs**
Non-TOD Area					
Single Family Residential	4,672	1,525	3.06	1.000	**1,525**
Multi-Family	1,121	450	2.49	0.813	**366**
Mobile Home	171	90	1.90	0.621	**56**
Accessory Dwelling Units	301	225	1.34	0.437	**98**
Non-TOD Area - Subtotal Residential	6,265	2,290	2.74	NA	**2,045**
TOD Area					
Multi-Family	2,451	1,290	1.90	0.620	**800**
Subtotal City-Wide Residential	8,716	3,580	2.43	NA	**2,845**
Non-Residential Property	Number of Employees	Number of Non-Residential Bldg. Sq. Ft. or Rooms	Employees per 1,000 Non-Res. SF or Room	EDUs per 1,000 Non-Res. SF per Room	**Total Future EDUs**
Non-TOD Area					
Commercial/Retail	189	72,600	2.60	0.850	**62**
Office	58	20,600	2.82	0.919	**19**
Industrial	357	225,000	1.59	0.518	**117**
Hotel/Motel	152	350	0.43	0.142	**50**
Non-TOD Area - Subtotal Non-Residential (Buildings)	756	318,200	NA	NA	**247**
TOD Area					
Commercial/Retail	275	50,000	5.50	1.796	**90**
Office	72	15,000	4.78	1.561	**23**
Industrial	0	0	NA	NA	**0**
Hotel/Motel	65	150	0.43	0.142	**21**
TOD Area - Subtotal Non-Residential (Buildings)	412	65,000	6.34	NA	**134**
Subtotal City-Wide Non-Residential	756	383,200			**381**
Grand Total City-Wide					**3,226**

	Future Reduction (2025 - 2040)				
Non-Residential Property	Number of Employees	Number of Non-Residential Bldg. Sq. Ft. or Rooms	Employees per 1,000 Non-Res. SF or Room	EDUs per 1,000 Non-Res. SF per Room	**Reduction in EDUs**
TOD Area					
Industrial	(259)	(162,460)	1.59	0.520	**(85)**
Grand Total					**(85)**

Residential Property	Net Future Development (2025 - 2040) Number of Residents	Number of Residential Units	Residents per Residential Unit	EDUS per Residential Unit	Total Net Future EDUs
Non-TOD Area					
Single Family Residential	4,672	1,525	3.06	1.000	**1,525**
Multi-Family	1,121	450	2.49	0.813	**366**
Mobile Home	171	90	1.90	0.621	**56**
Accessory Dwelling Units	301	225	1.34	0.437	**98**
Non-TOD Area - Subtotal Residential	6,265	2,290	NA	NA	**2,045**
TOD Area					
Multi-Family	2,451	1,290	1.90	0.620	**800**
Subtotal City-Wide Residential	8,716	3,580			**2,845**
Non-Residential Property	Number of Employees	Number of Non-Residential Bldg. Sq. Ft. or Rooms	Employees per 1,000 Non-Res. SF or Room	EDUs per 1,000 Non-Res. SF per Room	**Total Net Future EDUs**
Non-TOD Area					
Commercial/Retail	189	72,600	2.60	0.850	**62**
Office	58	20,600	2.82	0.919	**19**
Industrial	357	225,000	1.59	0.518	**117**
Hotel/Motel	152	350	0.43	0.142	**50**
Non-TOD Area - Subtotal Non-Residential (Buildings)	756	318,200	2.38	NA	**247**
TOD Area					
Commercial/Retail	275	50,000	5.50	1.796	**90**
Office	72	15,000	4.78	1.561	**23**
Industrial	(259)	(162,460)	1.59	0.520	**(85)**
Hotel/Motel	65	150	0.43	0.142	**21**
TOD Area - Subtotal Non-Residential (Buildings)	153	(97,460)	NA	NA	**50**
Subtotal City-Wide Non-Residential	909	220,740			**297**
Grand Total City-Wide					**3,142**

Residential Property	Total Development (2040) Number of Residents	Number of Residential Units	Residents per Residential Unit	EDUS per Residential Unit	Total EDUs
Non-TOD Area					
Single Family Residential	45,228	14,763	3.06	1.000	**14,763**
Multi-Family	10,826	4,346	2.49	0.813	**3,534**
Mobile Home	1,647	866	1.90	0.621	**538**
Accessory Dwelling Units	388	290	1.34	0.437	**127**
Subtotal City-Wide Residential	58,089	20,265			**18,961**
TOD Area					
Multi-Family	3,655	1,923	1.90	0.620	**1,193**
Subtotal City-Wide Residential	61,744	22,188			**20,154**
Non-Residential Property	Number of Employees	Number of Non-Residential Bldg. Sq. Ft. or Rooms	Employees per 1,000 Non-Res. SF or Room	EDUs per 1,000 Non-Res. SF per Room	**Total EDUs**
Non-TOD Area					
Commercial/Retail	5,103	1,713,863	2.98	0.972	**1,666**
Office	7,322	2,601,379	2.81	0.919	**2,390**
Industrial	7,116	4,964,812	1.43	0.468	**2,323**
Hotel/Motel	352	810	0.43	0.142	**115**
Non-TOD Area - Subtotal Non-Residential (Buildings)	19,893	9,280,054			**6,493**
TOD Area					
Commercial/Retail	792	143,975	5.50	1.796	**259**
Office	719	150,416	4.78	1.561	**235**
Industrial	173	108,307	1.59	0.520	**56**
Hotel/Motel	65	150	0.43	0.142	**21**
TOD Area - Subtotal Non-Residential (Buildings)	1,749	402,697	0.00	NA	**571**
Subtotal City-Wide Non-Residential	21,642	9,682,751			**7,064**
Grand Total City-Wide					**27,218**

[1] Provided by City. City utilized City planning data and data from CA Department of Finance Table E-5, SCAG OCP 2022 Study for year 2025, and SCAG OCP 2022 Study forecast for 2040.

APPENDIX B

City of Placentia
Development Impact Fee Justification Study



FEE MODELS

Police Fee Model

City of Placentia
Police Facilities
Fee Calculation

Table 1
Inventory of Existing Facilities

Facility	Location	Facility Unit	Square Feet
Stations			
Police Station	401 E. Chapman	Bldg SF	12,315
Vehicles			
Patrol Cars		Vehicles	25
Mobile Command Vehicles		Vehicles	0
Total Vehicles		Vehicles	25
Surveillance Cameras		Cameras	170
License Plate Readers (LPRs)		9 Fixed, 2 Mobile	11

Table 2
Proposed Facilities

Facility	Location	Lot Size	Units	Land Acquisition Cost	Building/Equipment Cost	Total Cost
New Police Station	TBD	2.0 Acres	13,000 Bldg SF	$5,500,000	$34,532,000	$40,032,000
New Police Sub-Station	Downtown (building acquired from existing retail owner)	0.0 Acres	10,000 Bldg SF	$0	$543,000	$543,000
Total Stations		2.0	23,000 Bldg SF	$5,500,000	$35,075,000	$40,575,000
Patrol Cars			5 Vehicles		$500,000	$500,000
Mobile Command Vehicle			1 Vehicle		$3,000,000	$3,000,000
Total Vehicles			6 Vehicles		$3,500,000	$3,500,000
Surveillance Cameras			43 Cameras		$225,000	$225,000
License Plate Readers (LPRs)			4 units		$100,000	$100,000
Total Facilities Cost						$44,400,000
Less Offsetting Revenues (Existing Fee Balance)						($245,795)
Net Facilities Cost						$44,154,205

Table 3
Allocation of Facilities to Existing and New Development

Stations & Land Acquisition

Type of Development	EDUs	Percentage of Total EDUs	Total Stations in 2040	SF Credit	Allocated SF	Percentage of Costs Allocated	Total Cost
Existing Development	24,076	88.46%	31,239	(12,315)	18,924	82.28%	$33,166,114
Future Development	3,142	11.54%	4,076	0	4,076	17.72%	$7,163,092
Total	27,218	100.00%	35,315	(12,315)	23,000	100.00%	$40,329,205

Vehicles

Type of Development	EDUs	Percentage of Total EDUs	Total Vehicles in 2040	Vehicles Credit	Allocated Vehicles	Percentage of Costs Allocated	Total Cost
Existing Development	24,076	88.46%	27.42	(25.00)	2.42	40.36%	$1,412,599
Future Development	3,142	11.54%	3.58	0.00	3.58	59.64%	$2,087,401
Total	27,218	100.00%	31.00	(25.00)	6.00	100.00%	$3,500,000

Surveillance Cameras

Type of Development	EDUs	Percentage of Total EDUs	Total Cameras in 2040	Cameras Credit	Allocated Cameras	Percentage of Costs Allocated	Total Cost
Existing Development	24,076	88.46%	188.41	(170.00)	18.41	42.82%	$96,347
Future Development	3,142	11.54%	24.59	0.00	24.59	57.18%	$128,653
Total	27,218	100.00%	213.00	(170.00)	43.00	100.00%	$225,000

License Plate Readers (LPRs)

Type of Development	EDUs	Percentage of Total EDUs	Total LPRs in 2040	LPRs Credit	Allocated LPRs	Percentage of Costs Allocated	Total Cost
Existing Development	24,076	88.46%	13.27	(11.00)	2.27	56.71%	$56,713
Future Development	3,142	11.54%	1.73	0.00	1.73	43.29%	$43,287
Total	27,218	100.00%	15.00	(11.00)	4.00	100.00%	$100,000

City of Placentia
Police Facilities
Fee Calculation

Table 4
Existing Standards at Buildout

	Units Allocated to Exsiting Development at Buildout	Existing EDUs	Standard per 1,000 EDUs
Existing Police Station Building Square Feet	31,239	24,076	1297.47
Existing Vehicles	27	24,076	1.1389
Existing Surveillance Cameras	188	24,076	7.8256
Existing LPRs	13	24,076	0.5511

Future Standards at Buildout

	Units Allocated to Future Development at Buildout	Future EDUs	Existing Standard per 1,000 EDUs at Buildout	Future Standard per 1,000 EDUs at Buildout	Resulting Status
Police Station Building Square Feet	4,076	3,142	1297.47	1297.47	Future Standard Equal to Existing Standard
Vehicles	3.58	3,142	1.1389	1.1389	Future Standard Equal to Existing Standard
Surveillance Cameras	24.59	3,142	7.8256	7.8256	Future Standard Equal to Existing Standard
License Plate Readers	1.73	3,142	0.5511	0.5511	Future Standard Equal to Existing Standard

Table 5
Proposed Facilities and Cost Per EDU

Facility	Cost	Number of Future EDUs	Cost Per EDU
Stations	$7,163,092	3,142	$2,279.87
Vehicles	$2,087,401	3,142	$664.38
Surveillance Cameras	$128,653	3,142	$40.95
License Plate Readers	$43,287	3,142	$13.78
Total	$9,422,433	NA	$2,998.98

Table 6
Development Impact Fee per Unit or 1,000 SF or Room

Land Use Type	EDUs per Unit [2]	EDUs per 1,000 SF / Room [2]	Future Units / 1,000 SF / Rooms	Fees per Unit	Fees per 1,000 SF / Room	Cost Financed by DIF
Single Family Residential	1.000	NA	1,525	$2,998.98	NA	$4,573,445
Multi-Family	0.670	NA	1,740	$2,009.53	NA	$3,496,581
Mobile Homes	0.621	NA	90	$1,861.93	NA	$167,574
Accessory Dwelling Units	0.437	NA	225	$1,310.22	NA	$294,800
Commercial/Retail	NA	1.236	123	NA	$3,705.40	$454,283
Office	NA	1.189	36	NA	$3,566.73	$126,976
Industrial	NA	0.512	225	NA	$1,534.57	$345,278
Hotel/Motel	NA	0.142	500	NA	$425.61	$212,805
Cost Allocated to Future Development (Excluding Credits from Redevelopment)						$9,671,740
Estimated Credit Provided to Developer for Previously Mitigated Development of TOD-Industrial Buildings					$1,534.57	($249,307) *
Cost Allocated to Future Development Following Credit for Redevelopment						$9,422,433
Cost Allocated to Existing Development						$34,731,772
Total Cost of Police Facilities						$44,154,205

* Credit amount represents the maximum credit based on current expectations of future redevelopment projects; subject to change. The credit amount for a particular redevelopment project cannot exceed the amount of new fees the redevelpment is subject to.

Fire Fee Model

City of Placentia
Fire Facilities
Fee Calculation

Table 1
Inventory of Existing Facilities

Facility	Location	Facility Unit	Square Feet
Stations			
Station 1	110 S. Bradford Ave.	Bldg SF	3,500
Station 2	1530 Valencia Ave.	Bldg SF	6,039
Fire Admin Headquarters	120 S. Bradford Ave.	Bldg SF	3,100
Total Existing Fire Stations		Bldg SF	12,639
Vehicles			
Primary Engine at Station 1		Vehicles	1
Primary Truck at Station 2		Vehicles	1
Primary Engine at Station 2		Vehicles	1
Total Vehicles		Vehicles	3

Table 2
Proposed Facilities

Facility	Location	Lot Size	Units	Land Acquisition Cost	Building/Equipment Cost	Total Cost
New Fire Station 3	TBD	1.6 Acres	10,000 Bldg SF	$4,400,000	$13,000,000	$17,400,000
Equipment for new Station 3: Self Contained Breathing Apparatus, Washer, Tools Plymovement, IT						$1,000,000
Total Stations/Buildings						$18,400,000
Fire Truck			1 Vehicle		$2,000,000	$2,000,000
Total Vehicles			1 Vehicle			$2,000,000
Total Facilities Cost						$20,400,000
Less Offsetting Revenues (Existing Fee Balance)						($67,199)
Net Facilities Cost						$20,332,801

Table 3
Allocation of Facilities to Existing and New Development

Stations & Land Acquisition

Type of Development	EDUs	Percentage of Total EDUs	Total Stations in 2040	SF Credit	Allocated SF	Percentage of Costs Allocated	Total Cost
Existing Development	24,076	88.46%	20,026	(12,639)	7,387	73.87%	$13,532,137
Future Development	3,142	11.54%	2,613	0	2,613	26.13%	$4,800,664
Total	27,218	100.00%	22,639	(12,639)	10,000	100.00%	$18,332,801

Vehicles: Engine/Trucks

Type of Development	EDUs	Percentage of Total EDUs	Total Vehicles in 2040	Vehicles Credit	Allocated Vehicles	Percentage of Costs Allocated	Total Cost
Existing Development	24,076	88.46%	3.54	(3.00)	0.54	53.83%	$1,076,541
Future Development	3,142	11.54%	0.46	0.00	0.46	46.17%	$923,459
Total	27,218	100.00%	4.00	(3.00)	1.00	100.00%	$2,000,000

City of Placentia
Fire Facilities
Fee Calculation

Table 4
Existing Standards at Buildout

	Units Allocated to Exsiting Development at Buildout	Existing EDUs	Standard per 1,000 EDUs
Existing Fire Station Building Square Feet	20,026	24,076	831.75
Existing Engines/Trucks	3.54	24,076	0.1470

Future Standards at Buildout

	Units Allocated to Future Development at Buildout	Future EDUs	Existing Standard per 1,000 EDUs at Buildout	Future Standard per 1,000 EDUs at Buildout	Resulting Status
Fire Station Building Square Feet	2,613	3,142	831.75	831.75	Future Standard Equal to Existing Standard
Engines/Trucks	0.46	3,142	0.1470	0.1470	Future Standard Equal to Existing Standard

Table 5
Proposed Facilities and Cost Per EDU

Facility	Cost	Number of Future EDUs	Cost Per EDU
Stations	$4,800,664	3,142	$1,527.96
Engines/Trucks	$923,459	3,142	$293.92
Total	$5,724,123	NA	$1,821.88

Table 6
Development Impact Fee per Unit or 1,000 SF or Room

Land Use Type	EDUs per Unit [2]	EDUs per 1,000 SF / Room [2]	Future Units / 1,000 SF / Rooms	Fees per Unit	Fees per 1,000 SF / Room	Cost Financed by DIF
Single Family Residential	1.000	NA	1,525	$1,821.88	NA	$2,778,365
Multi-Family	0.670	NA	1,740	$1,220.79	NA	$2,124,171
Mobile Homes	0.621	NA	90	$1,131.12	NA	$101,801
Accessory Dwelling Units	0.437	NA	225	$795.96	NA	$179,091
Commercial/Retail	NA	1.236	123	NA	$2,251.03	$275,976
Office	NA	1.189	36	NA	$2,166.79	$77,138
Industrial	NA	0.512	225	NA	$932.25	$209,756
Hotel/Motel	NA	0.142	500	NA	$258.56	$129,279
Cost Allocated to Future Development (Excluding Credits from Redevelopment)						$5,875,576
Estimated Credit Provided to Developer for Previously Mitigated Development of TOD-Industrial Buildings					$932.25	($151,454) *
Cost Allocated to Future Development Following Credit for Redevelopment						$5,724,123
Cost Allocated to Existing Development						$14,608,678
Total Cost of Fire Facilities						$20,332,801

* Credit amount represents the maximum credit based on current expectations of future redevelopment projects; subject to change. The credit amount for a particular redevelopment project cannot exceed the amount of new fees the redevelpment is subject to.

General Government Fee Model

City of Placentia
General Government Facilities
Fee Calculation

Table 1
Inventory of Existing Facilities

Facility	Location	Facility Unit	Square Feet
Existing City Hall	401 E Chapman Ave.	Bldg SF	22,735

Table 2
Proposed Facilities

Facility	Location	Lot Size	Units		Land Acquisition Cost	Building Cost	Equipment Cost	Total Cost
City Hall Expansion (Equipment)			50	PCs	$0		$50,000	$50,000
City Hall Expansion (Equipment)			8	Wireless APs	$0		$3,200	$3,200
City Hall Expansion (Equipment)			3	Network Switches	$0		$30,000	$30,000
City Hall Expansion (Equipment)			3	Servers	$0		$75,000	$75,000
City Hall Expansion (Equipment)			60	VOIP Desk Phones	$0		$9,000	$9,000
City Hall Expansion	401 E Chapman Ave.	2.45 Acres	17,265	Bldg SF	$6,737,500	$13,570,290	$167,200	$20,474,990
Total Facilities Cost								$20,474,990
Less Offsetting Revenues (Existing Fee Balance)								($67,199)
Net Facilities Cost								$20,407,791

Table 3
Allocation of Facilities to Existing and New Development

City Hall Expansion

Type of Development	EDUs	Percentage of Total EDUs	Total Sq. Ft. in 2040	SF Credit	Allocated SF	Percentage of Costs Allocated	Total Cost
Existing Development	24,076	88.46%	35,383	(22,735)	12,648	73.26%	$14,939,786
Future Development	3,142	11.54%	4,617	0	4,617	26.74%	$5,468,005
Total	27,218	100.00%	40,000	(22,735)	17,265	100.00%	$20,407,791

City of Placentia
General Government Facilities
Fee Calculation

Table 4
Existing Standards

	Units Allocated to Exsiting Development at Buildout	Existing EDUs	Standard per 1,000 EDUs
Existing City Hall Square Feet	35,383	24,076	1469.60

Future Standards

	Units Allocated to Future Development at Buildout	Future EDUs	Existing Standard per 1,000 EDUs at Buildout	Future Standard per 1,000 EDUs at Buildout	Resulting Status
Expansion Building Square Feet	4,617	3,142	1469.60	1469.60	Future Standard Equal to Existing Standard

Table 5
Proposed Facilities and Cost Per EDU

Facility	Cost	Number of Future EDUs	Cost Per EDU
City Hall Expansion	$5,468,005	3,142	$1,740.36
Total	$5,468,005	NA	$1,740.36

Table 6
Development Impact Fee per Unit or 1,000 SF or Room

Land Use Type	EDUs per Unit [2]	EDUs per 1,000 SF / Room [2]	Future Units / 1,000 SF / Rooms	Fees per Unit	Fees per 1,000 SF / Room	Cost Financed by DIF
Single Family Residential	1.000	NA	1,525	$1,740.36	NA	$2,654,051
Multi-Family	0.670	NA	1,740	$1,166.17	NA	$2,029,128
Mobile Homes	0.621	NA	90	$1,080.51	NA	$97,246
Accessory Dwelling Units	0.437	NA	225	$760.34	NA	$171,078
Commercial/Retail	NA	1.236	123	NA	$2,150.31	$263,628
Office	NA	1.189	36	NA	$2,069.84	$73,686
Industrial	NA	0.512	225	NA	$890.54	$200,371
Hotel/Motel	NA	0.142	500	NA	$246.99	$123,494
Cost Allocated to Future Development (Excluding Credits from Redevelopment)						$5,612,682
Estimated Credit Provided to Developer for Previously Mitigated Development of TOD-Industrial Buildings					$890.54	($144,677) *
Cost Allocated to Future Development Following Credit for Redevelopment						$5,468,005
Cost Allocated to Existing Development						$14,939,786
Total Cost of Fire Facilities						$20,407,791

* Credit amount represents the maximum credit based on current expectations of future redevelopment projects; subject to change. The credit amount for a particular redevelopment project cannot exceed the amount of new fees the redevelpment is subject to.

Parks Fee Model

City of Placentia
Parks and Recreation Facilities
Fee Calculation

Table 1
Inventory of Existing Facilities

Facility	Location	Facility Unit	Acres / Bldg. Sq. Ft.
Parks			
Bradford Park	136 E. Palm Circle	Acres	1.70
Champions Sports Complex	505 Jefferson St.	Acres	13.33
Goldenrod Park	925 Goldenrod St.	Acres	2.50
Jaycee Parkette	500 Kansas St.	Acres	0.04
Koch Park	2210 N. Valencia Ave.	Acres	4.30
Kraemer Memorial Park	201 N. Bradford Ave.	Acres	11.41
La Placita Parkette	900 Gonzales St.	Acres	0.09
McFadden Park	900 S. Melrose St.	Acres	3.90
Parque del Arroyo Verde	1001 E. Palm Dr.	Acres	4.40
Parque de los Ninos	1701 Atwood Ave.	Acres	3.80
Parque de Los Vaqueros	1200 N. Carlsbad St.	Acres	5.40
Richard Samp Park	600 Loyola Dr.	Acres	3.40
Santa Fe Park	550 W. Santa Fe Ave.	Acres	1.10
Tuffree Hill Park	2101 N. Tuffree Blvd.	Acres	6.80
Wagner Park	700 Trumpet Ave.	Acres	1.80
Total			63.97
Buildings			
Aguirre Building	505 Jefferson St.	Bldg. Sq. Ft.	5,125
Backs Community Center	201 N. Bradford Ave.	Bldg. Sq. Ft.	10,716
Cathy Torres Teen Center	201 N. Bradford Ave.	Bldg. Sq. Ft.	1,947
Edwin T. Powell (Senior Center)	143 S. Bradford Ave.	Bldg. Sq. Ft.	4,732
Gomez Community Center	1701 Atwood Ave.	Bldg. Sq. Ft.	3,885
Koch Recreation Center	2210 N. Valencia Ave.	Bldg. Sq. Ft.	1,640
Tynes Gym	2101 N. Tuffree Blvd.	Bldg. Sq. Ft.	6,500
Whitten Community Center	900 S. Melrose St.	Bldg. Sq. Ft.	9,278
Total			43,823

Table 2
Existing Standards

	Existing Units	Existing Residents	Standard per 1,000 Residents
Existing Park Acreage	63.97	53,028	1.21
Existing Park Buildings	43,823	53,028	826.41

Table 2
Proposed Facilities

Facility	Location	Facilities/Equipment Cost
ADA sidwalk Safety Improvements	Multiple Locations	$3,000,000
Fencing Safety Improvements	Multiple Locations	$1,200,000
Sports Netting at Champions Sports Complex	505 Jefferson St.	$65,000
Champions Sports Complex park lighting	505 Jefferson St.	$1,000,000
Solar Bollards at Kraemer, McFadden, Los Ninos for walking paths	Multiple Locations	$300,000
Mcfadden Park walking path, mini pitch Improvements	900 S. Melrose St.	$1,200,000
Parque de Los Vaqueros playground	1200 N. Carlsbad St.	$350,000
Dog Park (Tori Hunter or Richard Samps Park)	Multiple Locations	$85,000
Restroom Pre-Fab Expansion	Multiple Locations	$1,800,000
Cement Fix and Shade Sails at Pickleball Staging Area	Multiple Locations	$175,000
Kraemer Memorial Park Playground Expansion	201 N. Bradford Ave.	$510,000
Kraemer Middle School Lights Improvements	645 N. Angelina Dr.	$1,000,000
Richard Samp Playground Expansion	600 Loyola Dr.	$350,000
Aguirre Rental Facility Expansion	505 Jefferson St.	$45,000
Whitten Community Center Kitchen Expansion	900 S. Melrose St.	$90,000
Whitten Community Center Flooring in Kids Room, AV Equipment wiring	900 S. Melrose St.	$120,000
Mcfadden Pool expansion, staff office expansion	900 S. Melrose St.	$1,250,000
Tuffree Gymnasium Expansion	2101 N. Tuffree Blvd	$225,000
Backs Community Center Expansion	201 N. Bradford Ave	$2,500,000
Total Buildings		$15,265,000
Master Plan		$300,000
Total Facilities Cost		$15,565,000
Less Offsetting Revenues (Existing Fee Balance)		($741,801)
Net Facilities Cost		$14,823,199

City of Placentia
Parks and Recreation Facilities
Fee Calculation

Table 4
Allocation of Facilities to Existing and New Development

Land Acquisition & Facilities Costs

Type of Development	EDUs	Percentage of Total EDUs	Costs Allocated
Existing Residential Development	17,309	85.88%	$12,730,644
Future Residential Development	2,845	14.12%	$2,092,554
Total	20,154	100.00%	$14,823,199

Table 5
Proposed Facilities and Cost Per EDU

Facility	Cost	Number of Future EDUs	Cost Per EDU
Total	$2,092,554	2,845	$735.49

Table 6
Development Impact Fee per Unit

Land Use Type	EDUs per Unit [2]	EDUs per 1,000 SF / Room [2]	Future Units / 1,000 SF / Rooms	Fees per Unit	Fees per 1,000 SF / Room	Cost Financed by DIF
Single Family Residential	1.000	NA	1,525	$735.49	NA	$1,121,628
Multi-Family	0.670	NA	1,740	$492.83	NA	$857,530
Mobile Homes	0.621	NA	90	$456.63	NA	$41,097
Accessory Dwelling Units	0.437	NA	225	$321.33	NA	$72,299
Cost Allocated to Future Development						$2,092,554
Cost Allocated to Existing Development						$12,730,644
Total Cost of Parks Facilities						$14,823,199

Quimby Fee Model

City of Placentia
Quimby Fee Calculation

Formula (Quimby park in-lieu of land dediction fee)
Fee = [(Total Costs per Acre) x (City Park Standard) x Density per unit] / 1,000

Part I

Cost of Land per Acre =	$2,750,000

Part II

City Park Standard per 1,000 Residents	3.00 Acres [2]

Part III	SFD & SFA	2-4 Plex	5-Plex or more	Mobile Homes	Total	
Number of Existing Residents	39,023	4,149	7,168	1,420	51,760	(From 2023 US Census Data per Quimby) [3]
Number of Existing Units	12,078	1,288	2,905	708	16,979	(From 2023 US Census Data per Quimby) [4]
Density per Unit	3.2309	3.2213	2.4675	2.0056	3.0485	

Part IV

Fee per Residential Unit	SFD & SFA	2-4 Plex	5-Plex or more	Mobile Homes	
Total Costs per Acre	$2,750,000	$2,750,000	$2,750,000	$2,750,000	per acre
x City Park Standard	3.00	3.00	3.00	3.00	Acres per 1,000 residents
x Density per Unit	3.2309	3.2213	2.4675	2.0056	Residents per Unit
/ 1,000					
Fee per Residential Dwelling Unit	***$26,655***	***$26,576***	***$20,357***	***$16,547***	***per Unit***

[1] Estimated fair market value of land for parks provided by City 1/13/2026.

[2] Limited to 3.0 acres per 1,000 residents as defined in Quimby Act. City General Plan defines a target standard at 4.0 acres per 1,000 residents.

[3] Based on population for the City of Placentia indicated in the 2023 ACS 1-Year Estimates Report #B25033 from US Census Data.

[4] Based on unit counts for the City of Placentia indicated in the 2023 ACS 1-Year Estimates Report #B25032 from US Census Data.

Transportation Fee Model

City of Placentia
Transportation Facilities
Fee Calculation

Table 1
Proposed Facilities

Project Name	Scope	Facility Cost
Lakeview Ave at Miraloma	Install Traffic Signals	$210,800
Van Buren St at Orchard Dr	Install Traffic Signals	$210,800
Placentia Ave at Santa Fe	Install Traffic Signals	$204,600
Kraemer Rd at Connecticut Way	Install Traffic Signals	$291,400
Miraloma at Van Buren	Install Traffic Signals	$195,300
Class I Shared-Use Path	Install 2 miles of Class I Bike lanes	$3,240,000
Class II Bike Lane	Install 1.2 miles of Class II Bike Lanes	$165,500
Class IIIB Buffered Bike Lane	Install 5.4 miles of Class IIIB Buffered Bike Lanes	$8,208,000
Class IIIB Bicycle Boulevard	Install 7.2 miles of Class IIIB Bike Blvds	$4,456,800
Class IV Separated Bikeway	Install 8.5 miles of Class IV Bikeways	$9,139,200
Class IV Separated Bikeway	Install 8.5 miles of Class IV Bikeways	$975,800
Placentia Ave/Crowther Ave	Street improvements along Placentia/Crowther	$124,000
Orangethorpe Ave/Placentia Ave	Street improvements along Orangethorpe/Placentia	$558,000
Orangethorpe Ave/SR-57 Northbound Ramps	Street improvements along Orangethorpe/57 N fwy ramps	$310,000
Orangethorpe Ave/Melrose St	Street improvements along Orangethorpe/Melrose	$124,000
Kraemer Blvd/Orangethorpe Ave	Street improvements along Kraemer/Orangethorpe	$124,000
Total Facilities Cost		$28,538,200

Table 2
Existing Development ADTs

Land Use	Residential Units/ Non-Residential Square Feet (KSF)	Average Daily Trips (ADTs)	Total ADTs
Residential			
Single Family Residential	13,238	9.09	120,333
Multi-Family	4,529	6.21	28,125
Mobile Home	776	7.87	6,107
Accessory Dwelling Units	65	4.55	295
Non Residential			
Commercial/Retail	1,735	22.88	39,702
Office	2,716	7.83	21,268
Industrial	5,011	3.60	18,038
Hotel/Motel	460	5.84	2,686
		Total Existing Developemnt	236,556
		% of Total	87.88%

Table 3
Future Development ADTs

Land Use	Residential Units/ Non-Residential Square Feet (KSF)	Average Daily Trips (ADTs)	Total ADTs
Residential			
Single Family Residential	1,525	9.09	13,862
Multi-Family	1,740	6.21	10,805
Mobile Home	90	7.87	708
Accessory Dwelling Units	225	4.55	1,023
Non Residential			
Commercial/Retail	123	22.88	2,805
Office	36	7.83	279
Industrial	63	3.60	225
Hotel/Motel	500	5.84	2,920
		Total New Developemnt	32,628
		% of Total	12.12%
		Total Development ADTs	269,183

City of Placentia
Transportation Facilities
Fee Calculation

Table 4
Cost per ADT

Total Cost	% Allocated to New Development	Cost Allocated to New Development	New ADTs	Cost per ADT
$28,538,200	12.12%	$3,459,101	32,628	$106.02

Table 5
Fee Schedule

Land Use	ADTs per Unit	ADTs per 1,000 sq. ft. / room	Future Units / 1,000 SF / Rooms	Maximum Fee	Units	Cost Financed by DIF
Residential						
Single Family Residential	9.09	NA	1,525	$963.70	per Unit	$1,469,645
Multi-Family	6.21	NA	1,740	$658.37	per Unit	$1,145,565
Mobile Home	7.87	NA	90	$834.36	per Unit	$75,092
Accessory Dwelling Units	4.55	NA	225	$481.85	per Unit	$108,416
Non Residential						
Commercial/Retail	NA	22.88	123	$2,425.69	per 1,000 sq. ft.	$297,389
Office	NA	7.83	36	$830.12	per 1,000 sq. ft.	$29,552
Industrial	NA	3.60	225	$381.66	per 1,000 sq. ft.	$85,874
Hotel/Motel	NA	5.84	500	$619.14	per room	$309,572
Cost Allocated to Future Development (Excluding Credits from Redevelopment)						$3,521,106
Credit Provided to Developer for Previouarly Mitigated Development of TOD-Industrial Buildings				$381.66	$ per KSF	($62,005) *
Cost Allocated to Future Development Following Credit for Redevelopment						$3,459,101
Cost Allocated to Existing Development						$25,079,099
Total Cost of Transportation Facilities						$28,538,200

* Credit amount represents the maximum credit based on current expectations of future redevelopment projects; subject to change. The credit amount for a particular redevelopment project cannot exceed the amount of new fees the redevelpment is subject to.

Streetscape Fee Model
(TOD Area)

City of Placentia
Streetscape Facilities
Fee Calculation

Table 1
Proposed Facilities

Project Name	Scope	Facility Cost (TOD Only)
TOD Streetscape Improvements	Streetscape Improvements	$4,100,000
Total Facilities Cost		$4,100,000
Offsetting Revenues		($877,937)
Total Facilities Cost		$3,222,063

Table 2
Existing Development EDUs (TOD Only)

Land Use	Residential Units/ Non-Residential Square Feet (KSF)	Average Daily Trips (ADTs)	Total ADTs
Residential			
Multi-Family	633	6.21	3,931
Non Residential			
Commercial/Retail	94	22.88	2,150
Office	135	7.83	1,060
Industrial	271	3.60	975
Hotel/Motel	0	5.84	0
		Total Existing Developemnt (TOD Only)	8,116
		% of Total	45.91%

Table 3
Future Development EDUs (TOD Only)

Land Use	Residential Units/ Non-Residential Square Feet (KSF)	Average Daily Trips (ADTs)	Total ADTs
Residential			
Multi-Family	1,290	6.21	8,011
Non Residential			
Commercial/Retail	50	22.88	1,144
Office	15	7.83	117
Industrial	(162)	3.60	(585)
Hotel/Motel	150	5.84	876
		Total New Developemnt (TOD Only)	9,563
		% of Total	54.09%
		Total Development	17,680

City of Placentia
Streetscape Facilities
Fee Calculation

Table 4
Cost per ADT (TOD Only)

Total Cost	% Allocated to New Development	Cost Allocated to New Development	New ADTs	Cost per ADT
$3,222,063	54.09%	$1,742,920	9,563	$182.25

Table 5
Fee Schedule

Land Use	Cost per ADT	Average Daily Trips	Maximum Fee	Units	Cost Financed by DIF
Residential					
Multi-Family	$182.25	6.21	$1,131.76	$ per Unit	$1,459,964
Non Residential					
Commercial/Retail	$182.25	22.88	$4,169.82	$ per KSF	$208,491
Office	$182.25	7.83	$1,427.00	$ per KSF	$21,405
Industrial	$182.25	3.60	$656.09	$ per KSF	$0
Hotel/Motel	$182.25	5.84	$1,064.32	$ per Unit	$159,649
Cost Allocated to Future Development (Excluding Credits from Redevelopment					$1,849,508
Credit Provided to Developer for Development of TOD-Industrial Buildings			$656.09	$ per KSF	($106,589) *
Cost Allocated to Future Development Following Credit for Redevelopmer					$1,742,920
Cost Allocated to Existing Developmen					$1,479,143
Total Cost of Streetscape TOD Facilities					$3,222,063

* Credit amount represents the maximum credit based on current expectations of future redevelopment projects; subject to change. The credit amount for a particular redevelopment project cannot exceed the amount of new fees the redevelpment is subject to.

Sewer Fee Model
(City-wide)

City of Placentia
Sewer Facilities
Fee Calculation

Table 1
Proposed Facilities

Project Location - Capacity Increase	Facility Cost
Bradford Ave, Orange Grove Ave, Walnut Ave, Santa Barbara St, Placentia Ave	$6,837,228
Twilight St, Sunrise Way, Sunrise St, Melody Ln, Chapman Ave, Placentia Ave	$2,478,606
Orangethorpe Ave	$1,232,652
Orangethorpe Ave, Melrose St, Silverlake Dr, Glenlake Dr	$3,533,898
Tuffree Blvd	$937,052
Bastanchury Rd	$580,854
Total Facilities Cost	$15,600,290

Table 2
Existing Development EDUs

Land Use	Residential Units	Non Residential ksf	Residential Use Factor (gpd per unit)	Non Residential Use Factor (gpd per ksf)	EDU Factor	EDUs
Residential						
Single Family Residential	13,238		210.00		1.000	13,238
Multi-Family	4,529		120.00		0.571	2,588
Mobile Home	776		105.00		0.500	388
Accessory Dwelling Units	65		105.00		0.500	33
Non Residential						
Commercial/Retail		1,735		137.74	0.656	1,138
Office		2,716		137.74	0.656	1,782
Industrial		5,011		146.92	0.700	3,505
Hotel/Motel	460		120.00		0.571	263
					Total Existing Developemnt	22,935
					% of Total	88.06%

Table 3
Future Development EDUs

Land Use	Residential Units	Non Residential ksf	Water Use Factor (gpd per unit or ksf)		EDU Factor	EDUs
Residential						
Single Family Residential	1,525		210.00		1.000	1,525
Multi-Family	1,740		120.00		0.571	994
Mobile Home	90		105.00		0.500	45
Accessory Dwelling Units	225		105.00		0.500	113
Non Residential						
Commercial/Retail		123		137.74	0.656	80
Office		36		137.74	0.656	23
Industrial		63		146.92	0.700	44
Hotel/Motel	500		120.00		0.571	286
					Total Future Developemnt (Non-TOD)	3,110
					% of Total	11.94%
					Total Development	26,045

City of Placentia
Sewer Facilities
Fee Calculation

Table 4
Cost per EDU

Total Cost	% Allocated to New Development	Cost Allocated to New Development	New EDUs	Cost per EDU
$15,600,290	11.94%	$1,862,851	3,110	$598.98

Table 5
Fee Schedule

Land Use	EDUs per Unit	EDUs per 1,000 sq. ft. / room	Future Units / 1,000 SF / Rooms	Maximum Fee	Units	Cost Financed by DIF
Residential						
Single Family Residential	1.000	NA	1,525	$598.98	per Unit	$913,451
Multi-Family	0.571	NA	1,740	$342.28	per Unit	$595,561
Mobile Home	0.500	NA	90	$299.49	per Unit	$26,954
Accessory Dwelling Units	0.500	NA	225	$299.49	per Unit	$67,386
Non Residential						
Commercial/Retail	NA	0.656	123	$392.88	per 1,000 sq. ft.	$48,167
Office	NA	0.656	36	$392.88	per 1,000 sq. ft.	$13,986
Industrial	NA	0.700	63	$419.06	per 1,000 sq. ft.	$26,208
Hotel/Motel	NA	0.571	500	$342.28	per room	$171,138
Cost Allocated to Future Development						$1,862,851
Cost Allocated to Existing Development						$13,737,439
Total Cost of Sewer Facilities						$15,600,290

Sewer Fee Model
(TOD Area)

City of Placentia
Sewer Facilities - TOD Calculation
Fee Calculation

Table 1
Proposed Facilities

Project Location - Capacity Increase	Facility Cost (TOD Only)
TOD/Old Town CIP Project Cost (Crowther Ave)	$2,245,646
Total Facilities Cost	$2,245,646

Table 2
Existing Development EDUs (TOD Only)

Land Use	Residential Units / Hotel Rooms	Non Residential Buildings (1,000 SF)	Residential Water Use Factor (gpd per unit)	Non Residential Water Use Factor (gpd per ksf)	EDU Factor	EDUs
Residential						
Multi-Family	633		120.00		0.571	362
Non Residential						
Commercial/Retail		94		137.74	0.656	62
Office		135		137.74	0.656	89
Industrial		271		146.92	0.700	189
Hotel/Motel	0		120.00		0.571	0
					Total Existing Developemnt (TOD Only)	702
					% of Total	48.27%

Table 3
Future Development EDUs (TOD Only)

Land Use	Residential Units / Hotel Rooms	Non Residential Buildings (1,000 SF)	Residential Water Use Factor (gpd per unit or ksf)	Non Residential Water Use Factor (gpd per ksf)	EDU Factor	EDUs
Residential						
Multi-Family	1,290		120.00		0.571	737
Non Residential						
Commercial/Retail		50		137.74	0.656	33
Office		15		137.74	0.656	10
Industrial		(162)		146.92	0.700	(114)
Hotel/Motel	150		120.00		0.571	86
					Total Future Developemnt (TOD Only)	752
					% of Total	51.73%
					Total Development	1,453

City of Placentia
Sewer Facilities - TOD Calculation
Fee Calculation

Table 4
Cost per EDU (TOD Only)

Total Cost	% Allocated to New Development	Cost Allocated to New Development	New EDUs	Cost per EDU
$2,245,646	51.73%	$1,161,623	752	$1,545.06

Table 5
Fee Schedule

Land Use	EDUs per Unit	EDUs per 1,000 sq. ft. / room	Future Units / 1,000 SF / Rooms	Maximum Fee		Cost Financed by DIF	
Residential							
Multi-Family	0.571	NA	1,290	$882.89	per Unit	$1,138,929	
Non Residential							
Commercial/Retail	NA	0.656	50	$1,013.41	per 1,000 sq. ft.	$50,671	
Office	NA	0.656	15	$1,013.41	per 1,000 sq. ft.	$15,201	
Industrial	NA	0.700	0	$1,080.95	per 1,000 sq. ft.	$0	
Hotel/Motel	NA	0.571	150	$882.89	per room	$132,434	
Cost Allocated to Future Development (excluding credits for redevelopment						$1,337,235	
Credit provided to developer for redevelopment of TOD - Industrial Building				$1,080.95	per 1,000 sq. ft.	($175,612)	*
Cost Allocated to Future Development following credit for redevelopmen						$1,161,623	
Cost Allocated to Existing Developmen						$1,084,023	
Total Cost of Sewer TOD Facilities						$2,245,646	

* Credit amount represents the maximum credit based on current expectations of future redevelopment projects; subject to change. The credit amount for a particular redevelopment project cannot exceed the amount of new fees the redevelpment is subject to.

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AFFORDABLE HOUSING IN-LIEU FEE RESIDENTIAL JUSTIFICATION STUDY

CITY OF PLACENTIA

Report Date: April 15, 2026

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AFFORDABLE HOUSING IN-LIEU FEE
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I EXECUTIVE SUMMARY

In order to adequately plan for new development and quantify the need for Affordable Housing and related costs associated with the direct and cumulative impacts of new development, DTA was retained by the City of Placentia (the "City") to prepare this residential nexus analysis (the "Fee Study") and accompanying report for the City to establish a basis for a proposed residential in-lieu fee (the "In-lieu Fee"). The proposed fee would be levied on new residential development within the City to mitigate the impact of such development on demand for affordable housing for the local workforce. The purpose of the Fee Study is to provide a legally defensible analysis of the "nexus" between new residential development projects, the additional employment generated as a result of residential spending, the resulting new worker households and their income distributions, and ultimately an estimate of those households that will need affordable housing. Importantly, the analysis examines the cost of delivering housing for households earning up to 120% of the Area Median Income ("AMI") and evaluates the maximum feasible fee per unit for residential development, which is required to support the provision of such housing.

A In-Lieu Fee Summary

The Fee Study establishes a connection among new residential land uses, increased spending that introduces new workers, and the housing demand generated by those new workers. Given that some of these workers may belong to lower-income households, a portion of the resulting housing demand must be met by affordable housing options. The analysis begins by categorizing residential land uses into four distinct types: Single Family Detached, Townhomes, Condominiums, and Apartments. These categories are not exhaustive but serve as prototypes for determining the potential impacts on the City and providing guidance on the City's affordable housing goals and objectives. The subsequent analysis proceeds with the following calculations:

- The average sales prices for each residential land use type are determined.
- Anticipated average income levels for each residential land use type are estimated based on the anticipated mortgage and other home payments, required for each of the residential land use types.
- Household spending in the City is estimated based on the income level and the data published by the Consumer Expenditure Survey.
- Employee generation numbers based on household expenditure for each residential category are determined using data from Impact Analysis for Planning ("IMPLAN").
- Occupational and income information for each occupation is used to determine the distribution of jobs within each such occupation, with particular focus on the jobs with compensation levels addressed in the analysis.
- New jobs are adjusted to new households, using area-specific demographic information on the number of workers per household.

- The number of Extremely Low, Very Low-, Low-, and Moderate-Income households generated by the new development is calculated, and coefficients of households per square foot of building area are generated.
- The number of lower-income households per square foot is multiplied by the "Affordability Gap", or the cost of delivering housing units affordable to these income groups, to generate the maximum In-Lieu Fee for the residential land uses.

The resulting fees are summarized in **Table ES-1** below. This table presents the maximum legally justifiable fees as determined by the Fee Study. These totals reflect the maximum impact fees that may be assessed on new residential construction to address its contribution to affordable housing needs. They are not proposed fee levels; they represent only the upper limits identified through this analysis.

Table ES-1: In-Lieu Fee Summary

Land Use Type	Maximum Justifiable Fee (Per Unit)
Single Family Detached	$32,984
Townhome	$24,306
Condominium	$21,983
Apartment	$19,410

B Annual Escalation Factors

The cost estimates for the In-Lieu Fee calculated in this Fee Study are stated in 2026 dollars. DTA further recommends that, after adoption, the above fees be reviewed each year and adjusted based upon a reliable index such as the Engineering News-Record ("ENR") Construction Cost Index ("CCI"), generally used as the primary basis for indexing construction costs.

II INTRODUCTION

A Overview of Methodology

The Fee Study is based on the premise that new residential land uses generate additional economic activity through their spending, and this activity generates new employment for workers who will have a range of household incomes. The City has determined that many of these new workers will not be able to afford market-rate housing in the future. Consequently, the increase in lower-income worker households without access to affordable housing is considered a direct impact of new residential development. To address this, the proposed mitigation fee (the "In-Lieu Fee") is intended to generate revenue that supports the development of housing affordable to these new lower-income households.

This section provides an overview of the Fee Study. Each step is summarized below and discussed in more detail in the following sections:

- **Section I: Executive Summary**
- **Section II: Introduction**
- **Section III: Legal Framework**

  This section provides a detailed discussion on the legal framework utilized to justify the imposition and collection of the fee.

- **Section IV: Land Use and Demographic Assumptions**

  The Fee Study analyzes four residential land use categories that represent key prototypes of anticipated future development in the City. For each defined land use type, the Fee Study calculates the average sales price and, in turn, estimates the household income, the average household spending in the City, and the resulting job creation. Recognizing that most households include more than one worker, the study converts these employment figures into worker households to determine the total number generated by each land use. Finally, the Fee Study estimates the distribution of new worker households by income level by applying the income profiles to the total household counts.

- **Section V: Financing Gap per Affordable Unit & Maximum Legal Fee Calculation**

  This Section evaluates the economic viability of constructing a market-rate dwelling unit versus a dwelling unit with rents affordable to a Moderate-Income or Low-Income Household, to determine the affordability gap. This gap is then applied to the total housing need by income level to calculate the maximum legal fee.

- **Section VI: Fee Implementation**

  This section presents policy recommendations for implementation, administration, and other considerations.

III LEGAL FRAMEWORK TO JUSTIFY DEVELOPMENT IMPACT FEES

The imposition of impact fees is one authorized method of financing the facilities necessary to mitigate the impact of new development, including affordable housing. A fee is "a monetary exaction, other than a tax or special assessment, which is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project..." (California Government Code, Section 66000).

AB 1600, which created Section 66000 *et seq*. of the Government Code, was enacted by the State of California in 1987. Although AB 1600 does not specifically require an Affordable Housing Fee to be established under its provisions, the City has nevertheless calculated and documented the fee in a manner consistent with AB 1600's nexus and proportionality requirements. In doing so, the City has prepared the fee analysis to demonstrate a reasonable relationship among the impacts of new development, the resulting demand for affordable housing, and the fee being imposed. This approach is intended to ensure the fee is supported by a robust and defensible methodology. Furthermore, while AB 1600 is not the source of authority requiring adoption of the Affordable Housing Fee, its principles provide a useful and credible basis for demonstrating that the fee is reasonably justified, proportionate, and tied to the public impacts associated with development.

A fee may be levied for each type of capital improvement required for new development, with payment typically due prior to the start of construction of a dwelling unit or non-residential building. Fees are often levied at final map recordation, upon the issuance of a Certificate of Occupancy, or more commonly, at building permit issuance.

In 2006, Government Code Section 66001 was amended to clarify that a fee cannot include costs attributable to existing deficiencies, but it may fund costs to maintain the existing Level of Service ("LOS") or to meet an adopted LOS consistent with the General Plan.

Section 66000 *et seq*. of the Government Code thus requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of new development:

1. Identify the purpose of the fee [Government Code Section 66001(a)(1)];
2. Ascertain the use to which the fee will be put [Government Code Section 66001(a)(2)];
3. Determine that there is a reasonable relationship between the fee's use and type of development on which the fee is to be imposed [Government Code Section 66001(a)(3)];
4. Establish how there is a reasonable relationship between the need for the public facility and type of development project on which the fee is to be imposed [Government Code Section 66001(a)(4)]; and
5. Discuss how there is a reasonable relationship between the amount of the fee and

cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed [Government Code Section 66001(b)].

Presented below are the legal requirements as they relate to the calculation and imposition of the proposed fees addressed by this Fee Study.

A PURPOSE OF THE FEE [GOVERNMENT CODE SECTION 66001(A)(1)]

New development within the City will generate additional residents and employees. Given the relatively high cost of housing within the City, many of these new residents may struggle to afford market-rate housing and may still experience significant financial strain. These future residents and employees will create an additional demand for new or expanded Affordable Housing that the existing housing stock cannot accommodate. To accommodate residential development in an orderly manner, without adversely impacting the current quality of life in the City, additional Affordable Housing will need to be constructed.

It is the projected direct and cumulative effect of residential development that has required the preparation of this Fee Study. Every newly developed parcel will contribute to the need for new Affordable Housing, and, as such, the proposed fee will be charged to all future development, irrespective of location, within the City. Importantly, many of the employees associated with any additional residential development in the City may live in Affordable Housing. Additionally, the availability of jobs throughout the City has a growth-inducing impact by enhancing the City's reputation as a great place to live and work, thereby attracting new residential development that might overwise have been built elsewhere. As a result, all such development projects in the City contribute to the cumulative need for new Affordable Housing. The fee, when collected, will be placed into a dedicated fund that will be used solely for the design, acquisition, and construction of Affordable Housing and other appropriate related costs to mitigate the direct and cumulative impacts of new residential development within the City.

The discussion in this subsection of the Fee Study sets forth the purpose of the development impact fee as required by Section 66001(a)(1) of the California Government Code.

B THE USE TO WHICH THE FEE IS TO BE PUT [GOVERNMENT CODE SECTION 66001(A)(2)]

The fee collected will provide the City with revenue to facilitate the acquisition and construction of Affordable Housing and the related costs necessary to mitigate the direct and cumulative demand for such housing resulting from new residential development in the City. By directly funding these costs, the fee will both enhance the quality of life for and protect the health, safety, and welfare of the existing and future City residents and employees.

C THERE IS A REASONABLE RELATIONSHIP BETWEEN THE FEE'S USE AND THE TYPE OF DEVELOPMENT PROJECT UPON WHICH THE FEE IS IMPOSED (BENEFIT RELATIONSHIP) [GOVERNMENT CODE SECTION 66001(A)(3)]

As discussed in Section A above, the projected direct and cumulative effects of future development have prompted the preparation of this Fee Study. All new residential development within the City, irrespective of location, contributes to the direct and cumulative impacts of development on affordable housing demand and creates the need for more such housing to accommodate growth. The derivation of fee amounts for residential development is explained in detail in Sections IV and V of this Fee Study. These fees will be expended exclusively for the design, acquisition, and construction of new Affordable Housing, as that is the purpose for which this development impact fee is being collected. As previously stated, all new residential development creates either a direct impact or contributes to the cumulative impact on Affordable housing.

For the foregoing reasons, there is a reasonable relationship between the design, acquisition, and construction of affordable housing and new development as required under Section 66001(a)(3) of the Mitigation Fee Act.

D DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE NEED FOR THE PUBLIC FACILITY AND THE TYPE OF DEVELOPMENT PROJECT UPON WHICH THE FEE IS IMPOSED (IMPACT RELATIONSHIP) [GOVERNMENT CODE SECTION 66001(A)(4)]

As previously stated, new residential development within the City, irrespective of location, contributes to the direct and cumulative impacts of development on Affordable Housing demand and creates the need for new Affordable Housing to accommodate growth. Moreover, the affordable housing needs identified in Section V are a function solely of the number of projected residents in the City and do not reflect any unmet needs in existing development.

For the reasons presented herein and in Section V, there is a reasonable relationship between the need for affordable housing and all new development within the City.

E THERE IS A REASONABLE RELATIONSHIP BETWEEN THE AMOUNT OF THE FEE AND THE COST OF THE PUBLIC FACILITIES ATTRIBUTABLE TO THE DEVELOPMENT UPON WHICH THE FEE IS IMPOSED ("ROUGH PROPORTIONALITY" RELATIONSHIP) [GOVERNMENT CODE 66001(B)]

As set forth above, all new residential development in the City impacts existing housing needs. Each individual residential development project and its related induced employment effects, along with the cumulative impacts of all development in the City, will increase the need for housing. Thus, the imposition of a fee to finance Affordable Housing is an efficient, practical, and equitable way to permit development to proceed responsibly.

New residential development directly and cumulatively impacts Affordable Housing needs. The addition of new residents creates spending in existing and new businesses, creating

additional jobs, and a certain number of these new employees will require Affordable Housing. The proposed fee amounts are roughly proportional to the impacts of new development, based on the analyses in Section V. Thus, there is a reasonable relationship between the fee amount and the cost of subsidizing the necessary housing.

IV LAND USE AND DEMOGRAPHIC ASSUMPTIONS

A Land Use Definitions and Employment Densities

As previously indicated, the purpose of the Fee Study is to determine the In-Lieu Fee for four (4) land use categories: Single Family Detached, Townhomes, Condominiums, and Apartments. As a first step, the existing sale prices and monthly rentals were estimated using recent listings on Zillow, and are summarized in the table below.

Table 1: Residential Development Parameters

Residential Land Use	Average Unit Size	Average Sales Price	Average Monthly Rent
Single Family Detached	2,400	$1,467,500	NA
Townhome	1,500	$796,000	NA
Condominium	1,200	$609,900	NA
Apartment	1,000	NA	$2,665

Next, using the valuations above, the average income required to own or rent residential property in each land-use category was estimated. Notably, the analysis assumes a 3-to-1 gross income-to-housing expense ratio, meaning housing costs represent approximately 33% of gross income. Based on this assumption, housing expenses were calculated using a 20% down payment and a 30-year fixed mortgage at a 5.00% interest rate. Additional costs—including insurance, HOA dues, property taxes, and other expenses—were estimated at 2.00% of the projected sales price for each residential land use. The resulting summary of household spending and income levels for each category is provided in the table below.

Table 2: Household Income Assumptions

Residential Land Use	Single Family Detached	Townhome	Condominium	Apartment
Projected Sales Price	$1,467,500	$796,000	$609,900	NA
Average Mortgage (20% Down-Payment)	$1,174,000	$636,800	$487,920	NA
Annual Mortgage (5% Rate, 30-Yr Term)	$75,627	$41,022	$31,431	$31,974 [1]
Annual Insurance, HOA, Property Taxes, etc. (2% of Sales Price)	$29,350	$15,920	$12,198	$0
Total Housing Payments	***$104,977***	***$56,942***	***$43,629***	***$31,974***
Average Household Income (3-to-1 Income to Housing Payment Ratio)	**$314,932**	**$170,825**	**$130,887**	**$95,922**

After estimating average household income for each residential land use, data from the Consumer Expenditure Survey ("CES"), conducted by the U.S. Bureau of Labor Statistics, was used to calculate average non-housing spending within the City. The survey organizes

spending by income brackets and 15 major categories, such as Food at Home, Food Away from Home, Alcoholic Beverages, Apparel, and Transportation. For each of these spending categories, DTA estimated the percentage of that spending occurring in the City. For example, DTA estimated that 100% of Food at Home would occur in the City; whereas only 50% of Food Away from Home would occur within the same local area. Based on these assumptions, estimated local expenditures are summarized below. To maintain precision, per-unit annual expenditures were converted to totals of 100 units, as shown in the table.

Table 3: Estimated Annual Expenditure

Residential Land Use	Single Family Detached	Townhome	Condominium	Apartment
Average Household Income	$314,932	$170,825	$130,887	$95,922
Expenditures (as a % of Disposable Income)	23.61%	33.24%	37.78%	45.52%
Total Annual Expenditure (Per Unit)	***$74,368***	***$56,778***	***$49,446***	***$43,660***
Total Annual Expenditure (100-Unit Development)	**$7,436,838**	**$5,677,751**	**$4,944,593**	**$4,366,002**

The additional expenditure by residents, shown above, is expected to generate jobs, particularly in sectors such as restaurants and retail, which are closely tied to household expenditures. To estimate these employment impacts by industry sector, the analysis used IMPLAN, a widely recognized economic modeling tool that uses input-output accounting to track how changes in final demand ripple through supply chains. The tool estimates effects across over 400 industry sectors in terms of output, employment, and income, based on regional datasets. More specifically, the IMPLAN model was used to allocate household spending across industry sectors using data from the Consumer Expenditure Survey in order to estimate the number of jobs created by increased demand for goods and services from new households (also referred to as "Induced Economic Impacts"). The table below summarizes the estimated job generation for each residential land use.

Table 4: Estimated Number of Jobs Generated

Residential Land Use	Total Expenditure (100-Unit Project)	Total Jobs Created per Household	Total Jobs Created per 100-Unit Project
Single Family Detached	$7,436,838	0.3666	36.66
Townhome	$5,677,751	0.2693	26.93
Condominium	$4,944,593	0.2428	24.28
Apartment	$4,366,002	0.2144	21.44

B Worker Household

Since most households include more than one worker, the Fee Study groups employees generated by each land use into households to determine the total number of worker

households for each land use type. According to the US Census American Community Survey as of 2025, the City had 25,840 workers living in households and 17,182 households, averaging approximately 1.50 workers per household. Therefore, the Fee Study estimates the number of employee households generated by each land use by dividing the total number of workers by 1.50. The resulting estimated number of households per 100 units is shown below.

Table 5: Estimated Households per 100 Unit Project

Residential Land Use	Total Jobs Generated per 100-Unit Project	Employees per Household	Total Households (Jobs Generated / 1.50 Employees per Household)
Single Family Detached	36.66	1.50	24.44
Townhome	26.93	1.50	17.95
Condominium	24.28	1.50	16.19
Apartment	21.44	1.50	14.29
Total	**109.31**	**NA**	**72.87**

C Industry Sectors

The employees generated above will likely be engaged in a wide range of occupations. Therefore, the goal of the Fee Study is to estimate the distribution of these new jobs created by residential spending, and determine the likely industry sectors associated with such jobs for each of the residential land uses.

These industry sectors are determined using the North American Industry Classification System ("NAICS"), which assigns numerical codes to each sector. NAICS codes group all industries into 22 major industry categories. The table below provides a percentage breakdown of occupations associated with each land use.

Table 6: Percentage Breakdown of Occupations by Land Use

Industries by NAICS Code	Single Family	Condominium	Townhome	Apartment
Management Occupations (11-0000)	8%	8%	8%	8%
Business and Financial Operations Occupations (13-0000)	7%	8%	8%	8%
Computer and Mathematical Occupations (15-0000)	3%	3%	3%	3%
Architecture and Engineering Occupations (17-0000)	1%	1%	1%	1%
Life, Physical, and Social Science Occupations (19-0000)	0%	0%	0%	0%
Community and Social Service Occupations (21-0000)	2%	2%	2%	2%
Legal Occupations (23-0000)	0%	0%	0%	0%
Educational Instruction and Library Occupations (25-0000)	3%	3%	3%	3%
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	2%	2%	2%	2%
Healthcare Practitioners and Technical Occupations (29-0000)	8%	6%	7%	6%
Healthcare Support Occupations (31-0000)	7%	6%	6%	6%
Protective Service Occupations (33-0000)	1%	1%	1%	1%
Food Preparation and Serving Related Occupations (35-0000)	12%	13%	12%	13%
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	4%	4%	4%	4%
Personal Care and Service Occupations (39-0000)	4%	4%	4%	4%
Sales and Related Occupations (41-0000)	8%	9%	9%	9%
Office and Administrative Support Occupations (43-0000)	14%	14%	14%	14%
Farming, Fishing, and Forestry Occupations (45-0000)	0%	0%	0%	0%
Construction and Extraction Occupations (47-0000)	1%	1%	1%	1%
Installation, Maintenance, and Repair Occupations (49-0000)	5%	5%	5%	5%
Production Occupations (51-0000)	2%	2%	2%	2%
Transportation and Material Moving Occupations (53-0000)	7%	8%	8%	8%
Total	**100%**	**100%**	**100%**	**100%**

Based on the percentage allocations derived from **Table 6**, the anticipated number of households by occupation was determined as shown in the table below.

Table 7: Number of Households by Occupation and Land Use

Industries by NAICS Code	Single Family Detached	Condominium	Townhome	Apartment
Management Occupations (11-0000)	2	1	1	1
Business and Financial Operations Occupations (13-0000)	2	1	1	1
Computer and Mathematical Occupations (15-0000)	1	1	1	0
Architecture and Engineering Occupations (17-0000)	0	0	0	0
Life, Physical, and Social Science Occupations (19-0000)	0	0	0	0
Community and Social Service Occupations (21-0000)	1	0	0	0
Legal Occupations (23-0000)	0	0	0	0
Educational Instruction and Library Occupations (25-0000)	1	0	0	0
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	0	0	0	0
Healthcare Practitioners and Technical Occupations (29-0000)	2	1	1	1
Healthcare Support Occupations (31-0000)	2	1	1	1
Protective Service Occupations (33-0000)	0	0	0	0
Food Preparation and Serving Related Occupations (35-0000)	3	2	2	2
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	1	1	1	1
Personal Care and Service Occupations (39-0000)	1	1	1	1
Sales and Related Occupations (41-0000)	2	1	2	1
Office and Administrative Support Occupations (43-0000)	3	2	3	2
Farming, Fishing, and Forestry Occupations (45-0000)	0	0	0	0
Construction and Extraction Occupations (47-0000)	0	0	0	0
Installation, Maintenance, and Repair Occupations (49-0000)	1	1	1	1
Production Occupations (51-0000)	1	0	0	0
Transportation and Material Moving Occupations (53-0000)	2	1	1	1
Total	**24**	**16**	**18**	**14**

D Income Distribution of Worker Households

The occupational data by household, determined above, provides a framework for estimating household income. DTA utilized the Bureau of Labor Statistics Employment Occupation Statistics, which provides earnings data by occupation and includes a distribution of earnings by occupation. Notably, given that the City would likely draw employees from an area larger than its boundaries, the analysis was based on data for the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area (the "MSA").

Table 8: Wage Distribution by Occupation

Wages by Occupation (Los Angeles-Long Beach-Anaheim MSA)	10th percentile wage	25th percentile wage	Median Wage	75th percentile wage	90th percentile wage	99th percentile wage
Management Occupations (11-0000)	$64,210	$87,720	$131,930	$196,390	$262,480	$345,939
Business and Financial Operations Occupations (13-0000)	$50,040	$66,230	$89,470	$124,740	$164,730	$203,538
Computer and Mathematical Occupations (15-0000)	$60,310	$80,830	$121,480	$160,230	$192,960	$262,139
Architecture and Engineering Occupations (17-0000)	$63,820	$81,320	$105,540	$140,880	$178,290	$221,299
Life, Physical, and Social Science Occupations (19-0000)	$48,510	$64,350	$96,480	$127,540	$152,480	$208,878
Community and Social Service Occupations (21-0000)	$42,240	$47,880	$62,700	$92,880	$118,700	$150,783
Legal Occupations (23-0000)	$56,520	$77,630	$128,680	$210,550	$323,010	$425,093
Educational Instruction and Library Occupations (25-0000)	$37,240	$46,230	$65,520	$102,490	$130,030	$177,839
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	$40,710	$54,000	$82,490	$122,090	$168,860	$225,827
Healthcare Practitioners and Technical Occupations (29-0000)	$48,550	$71,720	$105,750	$151,810	$179,990	$258,688
Healthcare Support Occupations (31-0000)	$34,600	$34,600	$34,860	$41,710	$50,050	$52,430
Protective Service Occupations (33-0000)	$36,880	$38,450	$47,340	$87,160	$125,430	$152,890
Food Preparation and Serving Related Occupations (35-0000)	$34,390	$35,470	$36,960	$44,700	$52,610	$58,055
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	$34,820	$36,010	$39,030	$47,860	$59,860	$64,463
Personal Care and Service Occupations (39-0000)	$34,100	$35,140	$37,040	$46,210	$63,060	$64,018
Sales and Related Occupations (41-0000)	$34,830	$36,090	$43,950	$63,790	$102,570	$106,993
Office and Administrative Support Occupations (43-0000)	$37,260	$43,410	$50,930	$63,580	$79,140	$91,659
Farming, Fishing, and Forestry Occupations (45-0000)	$35,210	$37,500	$43,680	$53,610	$76,490	$76,738
Construction and Extraction Occupations (47-0000)	$45,100	$51,950	$69,600	$96,980	$122,980	$154,605
Installation, Maintenance, and Repair Occupations (49-0000)	$39,590	$47,870	$63,270	$82,460	$107,690	$129,793
Production Occupations (51-0000)	$35,780	$37,750	$45,710	$58,680	$77,070	$87,549
Transportation and Material Moving Occupations (53-0000)	$35,360	$36,920	$43,720	$55,540	$74,050	$85,006

Notably, DTA also incorporated the household income limits for extremely low-, very low-, low-, and moderate-income households. Based on the 2025 HUD guidelines for multifamily tax subsidy projects, assuming a 3-person household, the Area Median Income ("AMI") for Orange County is equal to $152,300 per household. From this data, other income levels, specifically, extremely low (30%), very low (50%), low (80%), and moderate (120%), were determined, as shown in Table 9 below.

Table 9: Income Categories – Orange County

Income Category	Household Income (3-Person Household)
Median Income	**$152,300**
Extremely Low (30%)	$45,690
Very Low (50%)	$76,150
Low (80%)	$121,840
Moderate (120%)	$182,760

Data from **Table 8** and **Table 9** was then used to generate the percentage of households within each income category, as shown in the table below.

Table 10: Income Categories across Occupation

Income Categories by Occupation (Los Angeles-Long Beach-Anaheim MSA)	30% AMI	50% AMI	80% AMI	100% AMI	120% AMI	Above 120% AMI	Total
Management Occupations (11-0000)	0.53%	0.78%	1.99%	1.01%	0.88%	2.26%	7.45%
Business and Financial Operations Occupations (13-0000)	0.57%	1.65%	2.31%	0.77%	0.55%	0.36%	6.21%
Computer and Mathematical Occupations (15-0000)	0.25%	0.47%	0.95%	0.65%	0.51%	0.49%	3.33%
Architecture and Engineering Occupations (17-0000)	0.08%	0.15%	0.46%	0.21%	0.13%	0.10%	1.14%
Life, Physical, and Social Science Occupations (19-0000)	0.09%	0.24%	0.35%	0.19%	0.05%	0.05%	0.98%
Community and Social Service Occupations (21-0000)	0.46%	1.02%	0.72%	0.22%	0.00%	0.00%	2.42%
Legal Occupations (23-0000)	0.06%	0.11%	0.16%	0.08%	0.07%	0.24%	0.72%
Educational Instruction and Library Occupations (25-0000)	4.38%	6.01%	5.15%	1.57%	1.05%	0.00%	18.16%
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	0.30%	0.56%	0.59%	0.19%	0.14%	0.15%	1.93%
Healthcare Practitioners and Technical Occupations (29-0000)	0.53%	1.05%	1.70%	0.92%	0.84%	0.54%	5.59%
Healthcare Support Occupations (31-0000)	2.90%	0.63%	0.00%	0.00%	0.00%	0.00%	3.53%
Protective Service Occupations (33-0000)	0.54%	0.27%	0.25%	0.12%	0.01%	0.00%	1.20%
Food Preparation and Serving Related Occupations (35-0000)	7.82%	2.35%	0.00%	0.00%	0.00%	0.00%	10.17%
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	2.22%	1.00%	0.00%	0.00%	0.00%	0.00%	3.22%
Personal Care and Service Occupations (39-0000)	2.06%	0.74%	0.00%	0.00%	0.00%	0.00%	2.80%
Sales and Related Occupations (41-0000)	2.14%	1.13%	0.83%	0.00%	0.00%	0.00%	4.10%
Office and Administrative Support Occupations (43-0000)	3.79%	6.35%	1.50%	0.00%	0.00%	0.00%	11.64%
Farming, Fishing, and Forestry Occupations (45-0000)	0.03%	0.02%	0.01%	0.00%	0.00%	0.00%	0.06%
Construction and Extraction Occupations (47-0000)	0.67%	2.64%	1.97%	0.53%	0.10%	0.00%	5.90%
Installation, Maintenance, and Repair Occupations (49-0000)	0.87%	1.90%	1.20%	0.18%	0.00%	0.00%	4.15%
Production Occupations (51-0000)	0.74%	0.58%	0.16%	0.00%	0.00%	0.00%	1.48%
Transportation and Material Moving Occupations (53-0000)	2.07%	1.44%	0.32%	0.00%	0.00%	0.00%	3.83%
Total	33.10%	31.09%	20.62%	6.65%	4.34%	4.19%	***100.00%***

The data in the table above provides an allocation of employees across occupations and income levels. However, in order to generate estimated employee counts by occupation, the data was realigned to each occupation as shown in **Table 11**, to determine the percentage of workers in each occupation that fall within each income level.

Table 11: Distribution of Occupation for Worker by Income Categories

Income Categories by Occupation	30% AMI	50% AMI	80% AMI	100% AMI	120% AMI	Above 120% AMI	Total
Management Occupations (11-0000)	7.12%	10.50%	26.68%	13.61%	11.81%	30.29%	100%
Business and Financial Operations Occupations (13-0000)	9.13%	26.54%	37.27%	12.39%	8.84%	5.82%	100%
Computer and Mathematical Occupations (15-0000)	7.58%	14.00%	28.65%	19.65%	15.44%	14.67%	100%
Architecture and Engineering Occupations (17-0000)	7.16%	13.41%	40.57%	18.44%	11.36%	9.06%	100%
Life, Physical, and Social Science Occupations (19-0000)	9.42%	24.76%	36.23%	19.48%	4.94%	5.17%	100%
Community and Social Service Occupations (21-0000)	18.98%	42.16%	29.74%	9.12%	0.00%	0.00%	100%
Legal Occupations (23-0000)	8.08%	15.86%	22.70%	10.56%	9.30%	33.49%	100%
Educational Instruction and Library Occupations (25-0000)	24.10%	33.09%	28.35%	8.65%	5.81%	0.00%	100%
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	15.62%	28.82%	30.41%	9.85%	7.51%	7.80%	100%
Healthcare Practitioners and Technical Occupations (29-0000)	9.41%	18.84%	30.48%	16.53%	15.06%	9.68%	100%
Healthcare Support Occupations (31-0000)	82.16%	17.84%	0.00%	0.00%	0.00%	0.00%	100%
Protective Service Occupations (33-0000)	45.36%	22.73%	20.51%	10.21%	1.19%	0.00%	100%
Food Preparation and Serving Related Occupations (35-0000)	76.88%	23.12%	0.00%	0.00%	0.00%	0.00%	100%
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	68.86%	31.14%	0.00%	0.00%	0.00%	0.00%	100%
Personal Care and Service Occupations (39-0000)	73.58%	26.42%	0.00%	0.00%	0.00%	0.00%	100%
Sales and Related Occupations (41-0000)	52.19%	27.59%	20.22%	0.00%	0.00%	0.00%	100%
Office and Administrative Support Occupations (43-0000)	32.58%	54.54%	12.88%	0.00%	0.00%	0.00%	100%
Farming, Fishing, and Forestry Occupations (45-0000)	55.06%	34.72%	10.22%	0.00%	0.00%	0.00%	100%
Construction and Extraction Occupations (47-0000)	11.29%	44.69%	33.36%	9.00%	1.66%	0.00%	100%
Installation, Maintenance, and Repair Occupations (49-0000)	21.05%	45.73%	28.98%	4.24%	0.00%	0.00%	100%
Production Occupations (51-0000)	49.94%	39.31%	10.75%	0.00%	0.00%	0.00%	100%
Transportation and Material Moving Occupations (53-0000)	54.17%	37.56%	8.27%	0.00%	0.00%	0.00%	100%

E Worker Households by Income Level

The table below provides a summary of worker households by income for each land use. This data was derived from the distribution of occupations by land use from **Table 6**, and the distribution of occupations for workers by income category from **Table 11**.

Table 12: Distribution of Worker Households by Land Use (100-Unit Project)

Land Use (100-Unit Project)	30% AMI	50% AMI	80% AMI	100% AMI	120% AMI	Above 120% AMI	Total
Single Family Detached	9.68	7.30	4.16	1.29	0.93	1.08	24.44
Townhome	7.10	5.41	3.06	0.92	0.65	0.80	17.95
Condominium	6.43	4.89	2.75	0.82	0.58	0.72	16.19
Apartment	5.67	4.32	2.43	0.72	0.51	0.63	14.29
Total	**28.88**	**21.92**	**12.41**	**3.75**	**2.67**	**3.23**	**72.87**

V AFFORDABILITY GAP AND IN-LIEU FEE CALCULATION

A Affordability Gap

This section of the Fee Study calculates the cost of housing the extremely low-, very low-, low-, and moderate-income households by determining the per unit "financing gap" a developer would encounter when constructing a for-rent project. In other words, the cost to house a lower-income household is the difference between the value of a for-rent affordable unit and the cost to develop that unit.

Firstly, the current market-rate rent in the City for a new two-bedroom apartment is approximately $2,665 per month. According to the 2025 HUD guidelines for multifamily tax subsidy projects, households at different AMI levels can afford the monthly rents as shown in the table below.

Table 13: Monthly Rental Estimates

Building Type	Monthly Rent per Unit [1]
Market Rate Unit	$2,665
Below 30% AMI – Affordable Unit	$1,142
30-50% AMI – Affordable Unit	$1,903
50-80% AMI – Affordable Unit	$3,046
80-100% AMI – Affordable Unit	$3,806

Notes:

1. Market-rate rents were sourced from Zillow listings for the City as of January 2026. Affordable rents were obtained from U.S. Department of Housing and Urban Development Multifamily Tax Subsidy Rents for Orange County.

Using the rental incomes above, the estimated valuation for units in each income tier was determined based on the Net Operating Income ("NOI") (i.e., rental income less operating expenses and vacancy) and a cap rate for for-rent developments. Notably, assumed vacancy rates and the cap rates were based on current market snapshots from CoStar Property. DTA also assumed Low-Income Housing Tax Credits ("LIHTCs"), in the form of 4% Tax Credit Financing, would be available as a partial subsidy for developing rental units for households with incomes below 30% AMI only. Finally, the actual construction cost for these rental units was estimated using data from recent LIHTC applications for projects in the City.

Table 14: Estimated Per Unit Affordability Gap

Development Category	For Rent Product Affordable 30 AMI	For Rent Product Affordable 50 AMI	For Rent Product Affordable 80 AMI	For Rent Product Affordable 100 AMI
Unit Size	1,000	1,000	1,000	1,000
Rental Limits	$1,142	$1,903	$3,046	$3,806
Gross Annual Rent [1]	$13,704	$22,836	$36,552	$45,672
Less: Vacancies [2]	($480)	($799)	($1,279)	($1,599)
Less: Operating Expenses	($5,500)	($5,500)	($5,500)	($5,500)
Projected Net Revenue	$7,724	$16,537	$29,773	$38,573
Cap Rate [2]	4.40%	4.40%	4.40%	4.40%
Estimated Valuation	**$175,554**	**$375,835**	**$676,652**	**$876,670**
Direct Construction Costs	($550,000)	($550,000)	($550,000)	($550,000)
Tax Credits (limited to 30 AMI category only)	4%	N/A	N/A	N/A
Eligible Basis (75%)	$412,500	N/A	N/A	N/A
Tax Credit Financing	**$165,000**	N/A	N/A	N/A
Net Construction Cost	($385,000)	($550,000)	($550,000)	($550,000)
Affordability Gap	**$209,446**	**$174,165**	**$0**	**$0**

Notes:

1. Market rates based on listings of apartment rentals in the City. Rentals for 80% AMI, 50% AMI, and 30% AMI, are based on the State HUD limits effective April 1, 2025, for a 2-bedroom unit.
2. Source: CoStar Property – Multi-Family Summary, City of Placentia.

B Fee Calculation

To determine the maximum justifiable In-Lieu Fee, the estimated worker households generated by each residential land use category at each income level (divided by 100), as shown in Table 12, are multiplied by the corresponding per unit affordability gaps shown in Table 14. The resulting amounts represent the maximum fee supported by the nexus analysis for each income category, and their sum represents the total maximum justifiable fee for each residential land use category, as shown in Table 15.

Table 15: Maximum Justifiable Fees

Land Use (100-Unit Project)	30% AMI	50% AMI	80% AMI	100% AMI	120% AMI	Above 120% AMI	Total
Single Family Detached	9.68	7.30	4.16	1.29	0.93	1.08	24.44
Townhome	7.10	5.41	3.06	0.92	0.65	0.80	17.95
Condominium	6.43	4.89	2.75	0.82	0.58	0.72	16.19
Apartment	5.67	4.32	2.43	0.72	0.51	0.63	14.29
Total	**28.88**	**21.92**	**12.41**	**3.75**	**2.67**	**3.23**	**72.87**
Affordability Gap	**$209,446.36**	**$174,165.00**	**NA**	**NA**	**NA**	**NA**	**NA**
Single Family Detached	$20,278.06	$12,705.79	$0.00	$0.00	$0.00	$0.00	**$32,984**
Townhome	$14,878.75	$9,427.01	$0.00	$0.00	$0.00	$0.00	**$24,306**
Condominium	$13,457.67	$8,524.93	$0.00	$0.00	$0.00	$0.00	**$21,983**
Apartment	$11,882.90	$7,527.38	$0.00	$0.00	$0.00	$0.00	**$19,410**

The totals represent the ceiling for impact fees applicable to new residential development to mitigate its effect on affordable housing demand. These figures are not recommendations; they indicate only the maximums determined by this analysis.

VI FEE IMPLEMENTATION

A Administering a Fee Program

Implementing a fee program requires significant planning and training, so it should be done efficiently and with regular frequency. A well-designed program can generate sufficient funds to offset development impacts, while a poorly structured one risks underfunding, reliance on the General Fund, or overcharging, which could lead to legal challenges or refund obligations.

All staff involved-across accounting, budgeting, and project management- must understand the distinction between in-lieu fees and other types of fees, as well as the rules governing how fee revenues may be used. The fees proposed in this report are tied to a specific purpose and must be spent accordingly.

B Indexing the In-Lieu Fee

The fees presented in this Fee Study are based on current construction costs and should be adjusted annually to account for inflation, as construction costs ultimately impact the cost of providing or subsidizing affordable housing. Therefore, DTA recommends that, after adoption, the fee be reviewed each year and adjusted based on a reliable index, such as ENR's Construction Cost Index, which is generally used as the primary basis for indexing construction costs.

C Phase-In Schedule for Fee

A key component of adopting this Fee is the effective date on which it becomes active. One approach adopted by cities is to set a future effective date and/or waive fees for current projects that are in the development pipeline. Other approaches include a phased-in period of 1-2 years, during which the fee is set at 50% for the first year of applicability, rising to the full 100% after 12 months.

D Waivers, Exemptions, and Refunds Overview

The California Government Code permits impact fee exemptions for certain land uses at the discretion of local jurisdictions. Such fee exemptions are a policy matter that should be based on consideration of the greater public good provided by exempting this specific use from the impact fee. The following are some considerations related to waivers, exemptions, or refunds.

- **Affordable Housing** : Most cities waive fees for projects that are 100% affordable housing.
- **Alternatives to Fees** : Many cities allow developers to provide housing units or donate land instead of paying fees.
- **Public Projects** : Fees are typically waived for publicly owned developments.

- **Special Land Uses**: Some cities offer waivers for non-profit buildings, religious institutions, educational facilities (both public and private), and similar land uses.
- **Small Buildings**: Certain cities exempt smaller buildings from fees, for example, accessory dwelling units or commercial buildings under 25,000 square feet.
- **Policy-Driven Reductions** : To support broader policy goals, many cities reduce or exempt fees for specific types of development.

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APPENDIX A

City of Placentia
Affordable Housing In-Lieu Fee Justification Study

FEE CALCULATION

Prototype Residential Units

Unit Type	Average Unit Size	Average # of Bedrooms	Average Sales Price	Average Monthly Rent
Single Family Detached	2,400	4	$1,467,500	
Townhome	1,500	3	$796,000	
Condominium	1,200	2	$609,900	
Apartment	1,000	1.5		$2,665

[1] Source: Zillow. Summary statistics for City of Placentia.

Household Income & Expenditure

Unit Type	Household Annual Income [1]	% Income on Expenditures [2]	Total Annual Expenditures	Total Annual Expenditures per 100-Unit Project
Single Family Detached	$314,932	23.61%	$74,368	$7,436,838
Townhome	$170,825	33.24%	$56,778	$5,677,751
Condominium	$130,887	37.78%	$49,446	$4,944,593
Apartment	$95,922	45.52%	$43,660	$4,366,002

[1] Assumes a 20% down payment, 5% interest, and a 30 year term, plus taxes and insurance, using a 3:1 income to housing cost ratio.

[2] Source: Bureau of Labor Statistics, 2023 Consumer Expenditure Survey

Hypothetical Job Generation (100-Unit Project)

Unit Type	Total Annual Expenditures	Total Jobs Created per Unit [1]	Total Jobs Created per 100-Unit Project
Single Family Detached	$7,436,838	0.3666	36.66
Townhome	$5,677,751	0.2693	26.93
Condominium	$4,944,593	0.2428	24.28
Apartment	$4,366,002	0.2144	21.44

[1] Source: IMPLAN (IMpact analysis for PLANning), Household Spending for Direct and Induced Impact.

Residential Unit Demand Impacts (100-Unit Project)

Unit Type	Total Jobs Created per 100-Unit Project	Employees per Household [1]	Estimated Employee Households
Single Family Detached	36.66	1.50	24.44
Townhome	26.93	1.50	17.95
Condominium	24.28	1.50	16.19
Apartment	21.44	1.50	14.29
			72.87

[1] Source: U.S. Census Bureau, Tables S0802 and B2502.

Distribution of Employees by Income Categories (100-Unit Project) [1]

Unit Type	30% Area Median Income	50% Area Median Income	80% Area Median Income	100% Area Median Income	120% Area Median Income	Above 120% Area Median Income	Total
Single Family Detached	9.68	7.30	4.16	1.29	0.93	1.08	24.44
Townhome	7.10	5.41	3.06	0.92	0.65	0.80	17.95
Condominium	6.43	4.89	2.75	0.82	0.58	0.72	16.19
Apartment	5.67	4.32	2.43	0.72	0.51	0.63	14.29
	28.88	21.92	12.41	3.75	2.67	3.23	72.87

[1] Sources: U.S. Bureau of Labor Statistics, Occupational Employment and Wage Statistics, Employment Profiles by NAICS (North American Industry Classification System) Code

Affordability Gap Analysis [1]

Unit Type	30% Area Median Income	50% Area Median Income	80% Area Median Income	100% Area Median Income
Affordability Gap - Rental (Apartment)	$209,446.36	$174,165.00	NA	NA

[1] See Page 3, Affordable Housing Gap Analysis, for the detailed methodology, assumptions, and affordability gap calculations.

Maximum Justifiable Fee [1]

Unit Type	Basis	30% Area Median Income	50% Area Median Income	Maximum Justifiable Fee
Single Family Detached	Per Unit	$20,278.06	$12,705.79	**$32,984**
Townhome	Per Unit	$14,878.75	$9,427.01	**$24,306**
Condominium	Per Unit	$13,457.67	$8,524.93	**$21,983**
Apartment	Per Unit	$11,882.90	$7,527.38	**$19,410**

[1] Fee amounts are calculated by applying the applicable affordability gap to the distribution of employees by income category and summing the resulting amounts. The 80% and 100% area median income categories are not included because the affordability gap analysis identified no affordability gap at those income levels.

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APPENDIX B

City of Placentia
Affordable Housing In-Lieu Fee Justification Study

OCCUPATIONAL STATISTICS

Appendix B
City of Placentia
Affordable Housing Analysis
Occupational Statistics (Residential)

	Occupation Distribution by Land Use			
Occupations (SOC Codes)	*Single Family Detached*	*Condominium*	*Townhome*	*Apartment*
Management Occupations (11-0000)	8%	8%	8%	8%
Business and Financial Operations Occupations (13-0000)	7%	8%	8%	8%
Computer and Mathematical Occupations (15-0000)	3%	3%	3%	3%
Architecture and Engineering Occupations (17-0000)	1%	1%	1%	1%
Life, Physical, and Social Science Occupations (19-0000)	0%	0%	0%	0%
Community and Social Service Occupations (21-0000)	2%	2%	2%	2%
Legal Occupations (23-0000)	0%	0%	0%	0%
Educational Instruction and Library Occupations (25-0000)	3%	3%	3%	3%
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	2%	2%	2%	2%
Healthcare Practitioners and Technical Occupations (29-0000)	8%	6%	7%	6%
Healthcare Support Occupations (31-0000)	7%	6%	6%	6%
Protective Service Occupations (33-0000)	1%	1%	1%	1%
Food Preparation and Serving Related Occupations (35-0000)	12%	13%	12%	13%
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	4%	4%	4%	4%
Personal Care and Service Occupations (39-0000)	4%	4%	4%	4%
Sales and Related Occupations (41-0000)	8%	9%	9%	9%
Office and Administrative Support Occupations (43-0000)	14%	14%	14%	14%
Farming, Fishing, and Forestry Occupations (45-0000)	0%	0%	0%	0%
Construction and Extraction Occupations (47-0000)	1%	1%	1%	1%
Installation, Maintenance, and Repair Occupations (49-0000)	5%	5%	5%	5%
Production Occupations (51-0000)	2%	2%	2%	2%
Transportation and Material Moving Occupations (53-0000)	7%	8%	8%	8%
Total	**100%**	**100%**	**100%**	**100%**

	Households by Occupation & Land Use			
Occupations (SOC Codes)	*Single Family Detached*	*Condominium*	*Townhome*	*Apartment*
Management Occupations (11-0000)	2	1	1	1
Business and Financial Operations Occupations (13-0000)	2	1	1	1
Computer and Mathematical Occupations (15-0000)	1	1	1	0
Architecture and Engineering Occupations (17-0000)	0	0	0	0
Life, Physical, and Social Science Occupations (19-0000)	0	0	0	0
Community and Social Service Occupations (21-0000)	1	0	0	0
Legal Occupations (23-0000)	0	0	0	0
Educational Instruction and Library Occupations (25-0000)	1	0	0	0
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	0	0	0	0
Healthcare Practitioners and Technical Occupations (29-0000)	2	1	1	1
Healthcare Support Occupations (31-0000)	2	1	1	1
Protective Service Occupations (33-0000)	0	0	0	0
Food Preparation and Serving Related Occupations (35-0000)	3	2	2	2
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	1	1	1	1
Personal Care and Service Occupations (39-0000)	1	1	1	1
Sales and Related Occupations (41-0000)	2	1	2	1
Office and Administrative Support Occupations (43-0000)	3	2	3	2
Farming, Fishing, and Forestry Occupations (45-0000)	0	0	0	0
Construction and Extraction Occupations (47-0000)	0	0	0	0
Installation, Maintenance, and Repair Occupations (49-0000)	1	1	1	1
Production Occupations (51-0000)	1	0	0	0
Transportation and Material Moving Occupations (53-0000)	2	1	1	1
Total	**24**	**16**	**18**	**14**

Appendix B
City of Placentia
Affordable Housing Analysis
Occupational Statistics (Residential)

	Distribution of Occupations for Households by Income Level					
Occupations (SOC Codes)	**30% Area Median Income**	**50% Area Median Income**	**80% Area Median Income**	**100% Area Median Income**	**120% Area Median Income**	**Above 120% Area Median Income**
Management Occupations (11-0000)	7.12%	10.50%	26.68%	13.61%	11.81%	30.29%
Business and Financial Operations Occupations (13-0000)	9.13%	26.54%	37.27%	12.39%	8.84%	5.82%
Computer and Mathematical Occupations (15-0000)	7.58%	14.00%	28.65%	19.65%	15.44%	14.67%
Architecture and Engineering Occupations (17-0000)	7.16%	13.41%	40.57%	18.44%	11.36%	9.06%
Life, Physical, and Social Science Occupations (19-0000)	9.42%	24.76%	36.23%	19.48%	4.94%	5.17%
Community and Social Service Occupations (21-0000)	18.98%	42.16%	29.74%	9.12%	0.00%	0.00%
Legal Occupations (23-0000)	8.08%	15.86%	22.70%	10.56%	9.30%	33.49%
Educational Instruction and Library Occupations (25-0000)	24.10%	33.09%	28.35%	8.65%	5.81%	0.00%
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	15.62%	28.82%	30.41%	9.85%	7.51%	7.80%
Healthcare Practitioners and Technical Occupations (29-0000)	9.41%	18.84%	30.48%	16.53%	15.06%	9.68%
Healthcare Support Occupations (31-0000)	82.16%	17.84%	0.00%	0.00%	0.00%	0.00%
Protective Service Occupations (33-0000)	45.36%	22.73%	20.51%	10.21%	1.19%	0.00%
Food Preparation and Serving Related Occupations (35-0000)	76.88%	23.12%	0.00%	0.00%	0.00%	0.00%
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	68.86%	31.14%	0.00%	0.00%	0.00%	0.00%
Personal Care and Service Occupations (39-0000)	73.58%	26.42%	0.00%	0.00%	0.00%	0.00%
Sales and Related Occupations (41-0000)	52.19%	27.59%	20.22%	0.00%	0.00%	0.00%
Office and Administrative Support Occupations (43-0000)	32.58%	54.54%	12.88%	0.00%	0.00%	0.00%
Farming, Fishing, and Forestry Occupations (45-0000)	55.06%	34.72%	10.22%	0.00%	0.00%	0.00%
Construction and Extraction Occupations (47-0000)	11.29%	44.69%	33.36%	9.00%	1.66%	0.00%
Installation, Maintenance, and Repair Occupations (49-0000)	21.05%	45.73%	28.98%	4.24%	0.00%	0.00%
Production Occupations (51-0000)	49.94%	39.31%	10.75%	0.00%	0.00%	0.00%
Transportation and Material Moving Occupations (53-0000)	54.17%	37.56%	8.27%	0.00%	0.00%	0.00%
Total	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**

	30% AMI Households by Occupation & Land Use			
Occupations (SOC Codes)	*Single Family Detached*	*Condominium*	*Townhome*	*Apartment*
Management Occupations (11-0000)	0.137	0.095	0.105	0.084
Business and Financial Operations Occupations (13-0000)	0.160	0.113	0.125	0.100
Computer and Mathematical Occupations (15-0000)	0.057	0.041	0.045	0.036
Architecture and Engineering Occupations (17-0000)	0.012	0.008	0.009	0.007
Life, Physical, and Social Science Occupations (19-0000)	0.011	0.007	0.008	0.006
Community and Social Service Occupations (21-0000)	0.114	0.067	0.077	0.059
Legal Occupations (23-0000)	0.008	0.006	0.007	0.005
Educational Instruction and Library Occupations (25-0000)	0.187	0.099	0.118	0.087
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	0.063	0.046	0.047	0.041
Healthcare Practitioners and Technical Occupations (29-0000)	0.195	0.096	0.116	0.085
Healthcare Support Occupations (31-0000)	1.503	0.740	0.893	0.653
Protective Service Occupations (33-0000)	0.106	0.071	0.076	0.063
Food Preparation and Serving Related Occupations (35-0000)	2.227	1.569	1.722	1.385
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	0.601	0.411	0.445	0.363
Personal Care and Service Occupations (39-0000)	0.670	0.479	0.490	0.423
Sales and Related Occupations (41-0000)	1.059	0.776	0.842	0.686
Office and Administrative Support Occupations (43-0000)	1.097	0.736	0.819	0.650
Farming, Fishing, and Forestry Occupations (45-0000)	0.023	0.017	0.018	0.015
Construction and Extraction Occupations (47-0000)	0.029	0.020	0.022	0.018
Installation, Maintenance, and Repair Occupations (49-0000)	0.232	0.171	0.183	0.151
Production Occupations (51-0000)	0.262	0.187	0.206	0.165
Transportation and Material Moving Occupations (53-0000)	0.930	0.669	0.732	0.591
Total	**9.682**	**6.425**	**7.104**	**5.673**

Appendix B
City of Placentia
Affordable Housing Analysis
Occupational Statistics (Residential)

	50% AMI Households by Occupation & Land Use			
Occupations (SOC Codes)	*Single Family Detached*	*Condominium*	*Townhome*	*Apartment*
Management Occupations (11-0000)	0.203	0.141	0.154	0.124
Business and Financial Operations Occupations (13-0000)	0.465	0.330	0.365	0.291
Computer and Mathematical Occupations (15-0000)	0.106	0.076	0.083	0.067
Architecture and Engineering Occupations (17-0000)	0.022	0.016	0.017	0.014
Life, Physical, and Social Science Occupations (19-0000)	0.028	0.017	0.020	0.015
Community and Social Service Occupations (21-0000)	0.252	0.148	0.171	0.131
Legal Occupations (23-0000)	0.016	0.011	0.013	0.010
Educational Instruction and Library Occupations (25-0000)	0.257	0.136	0.161	0.120
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	0.115	0.086	0.087	0.076
Healthcare Practitioners and Technical Occupations (29-0000)	0.391	0.192	0.232	0.170
Healthcare Support Occupations (31-0000)	0.326	0.161	0.194	0.142
Protective Service Occupations (33-0000)	0.053	0.036	0.038	0.031
Food Preparation and Serving Related Occupations (35-0000)	0.670	0.472	0.518	0.417
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	0.272	0.186	0.201	0.164
Personal Care and Service Occupations (39-0000)	0.241	0.172	0.176	0.152
Sales and Related Occupations (41-0000)	0.560	0.410	0.445	0.362
Office and Administrative Support Occupations (43-0000)	1.836	1.233	1.371	1.088
Farming, Fishing, and Forestry Occupations (45-0000)	0.014	0.010	0.011	0.009
Construction and Extraction Occupations (47-0000)	0.113	0.081	0.088	0.071
Installation, Maintenance, and Repair Occupations (49-0000)	0.505	0.370	0.397	0.327
Production Occupations (51-0000)	0.207	0.147	0.162	0.130
Transportation and Material Moving Occupations (53-0000)	0.645	0.464	0.507	0.410
Total	**7.295**	**4.895**	**5.413**	**4.322**

	80% AMI Households by Occupation & Land Use			
Occupations (SOC Codes)	*Single Family Detached*	*Condominium*	*Townhome*	*Apartment*
Management Occupations (11-0000)	0.515	0.358	0.392	0.316
Business and Financial Operations Occupations (13-0000)	0.653	0.463	0.512	0.409
Computer and Mathematical Occupations (15-0000)	0.217	0.155	0.170	0.137
Architecture and Engineering Occupations (17-0000)	0.066	0.047	0.052	0.042
Life, Physical, and Social Science Occupations (19-0000)	0.041	0.025	0.029	0.022
Community and Social Service Occupations (21-0000)	0.178	0.104	0.120	0.092
Legal Occupations (23-0000)	0.023	0.016	0.018	0.014
Educational Instruction and Library Occupations (25-0000)	0.220	0.116	0.138	0.103
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	0.122	0.090	0.092	0.080
Healthcare Practitioners and Technical Occupations (29-0000)	0.633	0.311	0.376	0.275
Healthcare Support Occupations (31-0000)	0.000	0.000	0.000	0.000
Protective Service Occupations (33-0000)	0.048	0.032	0.034	0.028
Food Preparation and Serving Related Occupations (35-0000)	0.000	0.000	0.000	0.000
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	0.000	0.000	0.000	0.000
Personal Care and Service Occupations (39-0000)	0.000	0.000	0.000	0.000
Sales and Related Occupations (41-0000)	0.410	0.301	0.326	0.266
Office and Administrative Support Occupations (43-0000)	0.434	0.291	0.324	0.257
Farming, Fishing, and Forestry Occupations (45-0000)	0.004	0.003	0.003	0.003
Construction and Extraction Occupations (47-0000)	0.084	0.060	0.066	0.053
Installation, Maintenance, and Repair Occupations (49-0000)	0.320	0.235	0.252	0.207
Production Occupations (51-0000)	0.056	0.040	0.044	0.036
Transportation and Material Moving Occupations (53-0000)	0.142	0.102	0.112	0.090
Total	**4.165**	**2.752**	**3.062**	**2.430**

Appendix B
City of Placentia
Affordable Housing Analysis
Occupational Statistics (Residential)

	100% AMI Households by Occupation & Land Use			
Occupations (SOC Codes)	*Single Family Detached*	*Condominium*	*Townhome*	*Apartment*
Management Occupations (11-0000)	0.263	0.183	0.200	0.161
Business and Financial Operations Occupations (13-0000)	0.217	0.154	0.170	0.136
Computer and Mathematical Occupations (15-0000)	0.149	0.107	0.116	0.094
Architecture and Engineering Occupations (17-0000)	0.030	0.021	0.024	0.019
Life, Physical, and Social Science Occupations (19-0000)	0.022	0.014	0.016	0.012
Community and Social Service Occupations (21-0000)	0.055	0.032	0.037	0.028
Legal Occupations (23-0000)	0.011	0.008	0.008	0.007
Educational Instruction and Library Occupations (25-0000)	0.067	0.035	0.042	0.031
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	0.039	0.029	0.030	0.026
Healthcare Practitioners and Technical Occupations (29-0000)	0.343	0.169	0.204	0.149
Healthcare Support Occupations (31-0000)	0.000	0.000	0.000	0.000
Protective Service Occupations (33-0000)	0.024	0.016	0.017	0.014
Food Preparation and Serving Related Occupations (35-0000)	0.000	0.000	0.000	0.000
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	0.000	0.000	0.000	0.000
Personal Care and Service Occupations (39-0000)	0.000	0.000	0.000	0.000
Sales and Related Occupations (41-0000)	0.000	0.000	0.000	0.000
Office and Administrative Support Occupations (43-0000)	0.000	0.000	0.000	0.000
Farming, Fishing, and Forestry Occupations (45-0000)	0.000	0.000	0.000	0.000
Construction and Extraction Occupations (47-0000)	0.023	0.016	0.018	0.014
Installation, Maintenance, and Repair Occupations (49-0000)	0.047	0.034	0.037	0.030
Production Occupations (51-0000)	0.000	0.000	0.000	0.000
Transportation and Material Moving Occupations (53-0000)	0.000	0.000	0.000	0.000
Total	**1.288**	**0.818**	**0.919**	**0.722**

	120% AMI Households by Occupation & Land Use			
Occupations (SOC Codes)	*Single Family Detached*	*Condominium*	*Townhome*	*Apartment*
Management Occupations (11-0000)	0.228	0.158	0.174	0.140
Business and Financial Operations Occupations (13-0000)	0.155	0.110	0.122	0.097
Computer and Mathematical Occupations (15-0000)	0.117	0.084	0.091	0.074
Architecture and Engineering Occupations (17-0000)	0.018	0.013	0.015	0.012
Life, Physical, and Social Science Occupations (19-0000)	0.006	0.003	0.004	0.003
Community and Social Service Occupations (21-0000)	0.000	0.000	0.000	0.000
Legal Occupations (23-0000)	0.009	0.007	0.007	0.006
Educational Instruction and Library Occupations (25-0000)	0.045	0.024	0.028	0.021
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	0.030	0.022	0.023	0.020
Healthcare Practitioners and Technical Occupations (29-0000)	0.312	0.154	0.186	0.136
Healthcare Support Occupations (31-0000)	0.000	0.000	0.000	0.000
Protective Service Occupations (33-0000)	0.003	0.002	0.002	0.002
Food Preparation and Serving Related Occupations (35-0000)	0.000	0.000	0.000	0.000
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	0.000	0.000	0.000	0.000
Personal Care and Service Occupations (39-0000)	0.000	0.000	0.000	0.000
Sales and Related Occupations (41-0000)	0.000	0.000	0.000	0.000
Office and Administrative Support Occupations (43-0000)	0.000	0.000	0.000	0.000
Farming, Fishing, and Forestry Occupations (45-0000)	0.000	0.000	0.000	0.000
Construction and Extraction Occupations (47-0000)	0.004	0.003	0.003	0.003
Installation, Maintenance, and Repair Occupations (49-0000)	0.000	0.000	0.000	0.000
Production Occupations (51-0000)	0.000	0.000	0.000	0.000
Transportation and Material Moving Occupations (53-0000)	0.000	0.000	0.000	0.000
Total	**0.928**	**0.580**	**0.655**	**0.512**

Appendix B
City of Placentia
Affordable Housing Analysis
Occupational Statistics (Residential)

	Above 120% AMI Households by Occupation & Land Use			
Occupations (SOC Codes)	*Single Family Detached*	*Condominium*	*Townhome*	*Apartment*
Management Occupations (11-0000)	0.585	0.406	0.446	0.359
Business and Financial Operations Occupations (13-0000)	0.102	0.072	0.080	0.064
Computer and Mathematical Occupations (15-0000)	0.111	0.080	0.087	0.070
Architecture and Engineering Occupations (17-0000)	0.015	0.011	0.012	0.009
Life, Physical, and Social Science Occupations (19-0000)	0.006	0.004	0.004	0.003
Community and Social Service Occupations (21-0000)	0.000	0.000	0.000	0.000
Legal Occupations (23-0000)	0.033	0.024	0.027	0.021
Educational Instruction and Library Occupations (25-0000)	0.000	0.000	0.000	0.000
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	0.031	0.023	0.024	0.020
Healthcare Practitioners and Technical Occupations (29-0000)	0.201	0.099	0.119	0.087
Healthcare Support Occupations (31-0000)	0.000	0.000	0.000	0.000
Protective Service Occupations (33-0000)	0.000	0.000	0.000	0.000
Food Preparation and Serving Related Occupations (35-0000)	0.000	0.000	0.000	0.000
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	0.000	0.000	0.000	0.000
Personal Care and Service Occupations (39-0000)	0.000	0.000	0.000	0.000
Sales and Related Occupations (41-0000)	0.000	0.000	0.000	0.000
Office and Administrative Support Occupations (43-0000)	0.000	0.000	0.000	0.000
Farming, Fishing, and Forestry Occupations (45-0000)	0.000	0.000	0.000	0.000
Construction and Extraction Occupations (47-0000)	0.000	0.000	0.000	0.000
Installation, Maintenance, and Repair Occupations (49-0000)	0.000	0.000	0.000	0.000
Production Occupations (51-0000)	0.000	0.000	0.000	0.000
Transportation and Material Moving Occupations (53-0000)	0.000	0.000	0.000	0.000
Total	**1.084**	**0.718**	**0.798**	**0.634**

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APPENDIX C

City of Placentia
Affordable Housing In-Lieu Fee Justification Study

AFFORDABILITY GAP ANALYSIS

Affordable Housing Gap Analysis

Development Category or Development Description	Assumptions		For Rent Product Affordable 30 AMI	For Rent Product Affordable 50 AMI	For Rent Product Affordable 80 AMI	For Rent Product Affordable 100 AMI
Units	1	*[a]*	1	1	1	1
Unit Size	1,000	*[b]*	1,000	1,000	1,000	1,000
Rentable Sq. Ft.		*[c] = [a] x [b]*	1,000	1,000	1,000	1,000
Rental Assumptions						
Monthly Rental (Per Unit) [1]		*[d]*	$1,142	$1,903	$3,046	$3,806
Monthly Rental (Per Sq. Ft.)		*[e] = [d] / [b]*	$1.14	$1.90	$3.05	$3.81
Revenue Assumptions						
Gross Annual Revenue		*[f] = [c] x [e]*	$13,704	$22,836	$36,552	$45,672
Less: Vacancies [2]	3.50%		($480)	($799)	($1,279)	($1,599)
Less: Operating Costs [3]	$5,500.00	*per Unit per Year*	($5,500)	($5,500)	($5,500)	($5,500)
Net Annual Revenue		*[g]*	$7,724	$16,537	$29,773	$38,573
Valuation Assumptions						
Assumed Cap Rate [2]	4.40%	*[h]*	4.40%	4.40%	4.40%	4.40%
Estimated Valuation		*[i] = [g] / [h]*	**$175,554**	**$375,835**	**$676,652**	**$876,670**
Estimated Development Cost		*[j]*	**$550,000**	**$550,000**	**$550,000**	**$550,000**
Tax Credit Financing						
Eligible Basis	75%	*[k] = [j] x 75%*	$412,500	$412,500	$412,500	$0
Tax Credit		*[l]*	4%	0%	0%	
Estimated Tax Credit Financing		*[m] = [k] x [l] x 10*	$165,000	$0	$0	$0
Affordability Gap		*[n] = [i] - [j] - [m]*	**$209,446**	**$174,165**	**$0**	**$0**

[1] Market rates based on listings of apartment rentals in the City. Rentals for 80% AMI, 50% AMI, and 30% AMI, are based on the State HUD limits effective April 1, 2025, for a 2 bedroom unit.

[2] Source: CoStar Property - Multi-Family Summary, City of Placentia.

[3] Operating costs estimated by DTA based on comparable projects.

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AFFORDABLE HOUSING LINKAGE FEE NON-RESIDENTIAL JUSTIFICATION STUDY

CITY OF PLACENTIA

Report Date: April 15, 2026

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AFFORDABLE HOUSING LINKAGE FEE
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I EXECUTIVE SUMMARY

In order to adequately plan for new development and quantify the need for Affordable Housing and related costs associated with the direct and cumulative impacts of new development, DTA was retained by the City of Placentia (the "City") to prepare this non-residential nexus analysis (the "Fee Study") and accompanying report for the City to establish a basis for a proposed non-residential linkage fee (the "Linkage Fee"). The proposed fee would be levied on new non-residential development within the City to mitigate the impact of such development on demand for affordable housing for the local workforce. The purpose of the Fee Study is to provide a legally defensible analysis of the "nexus" between new non-residential development projects, the additional employment generated, the resulting new worker households and their income distributions, and ultimately an estimate of those households that will need affordable housing. Importantly, the analysis examines the cost of delivering housing for households earning up to 120% of the Area Median Income ("AMI") and evaluates the maximum feasible fee per square foot of new non-residential development, which is required to support the provision of such housing.

A Linkage Fee Summary

The Fee Study establishes a connection among new non-residential land uses, increased spending that introduces new workers, and the housing demand generated by those new workers. Given that some of these workers may belong to lower-income households, a portion of the resulting housing demand must be met by affordable housing options. The analysis begins by categorizing non-residential land uses into four distinct types: commercial/retail, office, industrial and hotel/motel. The precise definitions of these categories shall be determined by City staff on a case-by-case basis, in accordance with the City's Zoning Ordinance. The subsequent analysis proceeds with the following calculations:

- Employee generation numbers per 1,000 square feet for each non-residential category were determined.
- Occupational and income information for each occupation was used to determine the distribution of jobs within each such occupation, with particular focus on the jobs with compensation levels addressed in the analysis.
- New jobs are adjusted to new households, using area-specific demographic information on the number of workers per household.
- The number of Extremely Low, Very Low-, Low-, and Moderate-Income households generated by the new development is calculated and coefficients of households per square foot of building area are generated.
- The number of lower-income households per square foot is multiplied by the "Affordability Gap", or the cost of delivering housing units affordable to these income groups, to generate the maximum Linkage Fee for the non-residential land uses.

The resulting fees are summarized in **Table ES-1** below. This table presents the maximum

legally justifiable fees as determined by the Fee Study. These totals reflect the maximum impact fees that may be assessed on new non-residential construction to address its contribution to affordable housing needs. They are not proposed fee levels; they represent only the upper limits identified through this analysis.

Table ES-1: Linkage Fee Summary

Land Use Type	Maximum Justifiable Fee (Per Sq. Ft.)
Commercial/Retail	$289.28
Office	$227.27
Industrial	$111.11
Hotel/Motel	$48.87

B Annual Escalation Factors

The cost estimates for the Linkage Fee calculated in this Fee Study are stated in 2026 dollars. DTA further recommends that, after adoption, the above fees be reviewed each year and adjusted based upon a reliable index such as the Engineering News-Record ("ENR") Construction Cost Index ("CCI"), generally used as the primary basis for indexing construction costs.

II INTRODUCTION

A Overview of Methodology

This Fee Study is based on the premise that new non-residential land uses generate new employment for workers that will have a range of household incomes. Given the high cost of housing, many of these new workers will be unable to afford market-rate housing without experiencing significant financial strain. Consequently, the increase in lower-income worker households without access to affordable housing is considered a direct impact of new non-residential development. To address this, the proposed mitigation fee (the "Linkage Fee") is intended to generate revenue that supports the development of housing affordable to these new lower-income households.

This section provides an overview of Fee Study. Each step is summarized below and discussed in more detail in the following sections:

- **Section I: Executive Summary**
- **Section II: Introduction**
- **Section III: Legal Framework**

  This section provides a detailed discussion on the legal framework utilized to justify the imposition and collection of the fee.

- **Section IV: Land Use and Demographic Assumptions**

  The Fee Study analyzes four key non-residential land use categories that represent the majority of anticipated future employment-generating uses in the City. For each defined land use type, the Fee Study calculates average employment density to estimate the number of workers per 100,000 square feet. Recognizing that most households include more than one worker, the study converts these employment figures into worker households to determine the total number generated by each land use. It then identifies the occupations likely to occupy each of the four non-residential land uses and, based on these occupations, constructs the expected household income distribution for each type. Finally, the Fee Study estimates the income-level distribution of new worker households by applying the income profiles to the total household counts.

- **Section V: Financing Gap per Affordable Unit & Maximum Legal Fee Calculation**

  This Section evaluates the economic viability of constructing a market-rate dwelling unit versus a dwelling unit with rents affordable to a Moderate-Income or Low-Income Household, to determine the affordability gap. This gap is then applied to the estimated worker households by income level generated by each land use category to calculate the maximum legal fee.

- **Section VI: Fee Implementation**

  This section presents policy recommendations for implementation, administration, and other considerations.

III LEGAL FRAMEWORK TO JUSTIFY DEVELOPMENT IMPACT FEES

The imposition of impact fees is one authorized method of financing the facilities necessary to mitigate the impacts of new development, including affordable housing. A fee is "a monetary exaction, other than a tax or special assessment, which is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project..." (California Government Code, Section 66000).

AB 1600, which created Section 66000 *et seq*. of the Government Code, was enacted by the State of California in 1987. Although AB 1600 does not specifically require an Affordable Housing Fee to be established under its provisions, the City has nevertheless calculated and documented the fee in a manner consistent with AB 1600's nexus and proportionality requirements. In doing so, the City has prepared the fee analysis to demonstrate a reasonable relationship among the impacts of new development, the resulting demand for affordable housing, and the fee being imposed. This approach is intended to ensure the fee is supported by a robust and defensible methodology. Furthermore, while AB 1600 is not the source of authority requiring adoption of the Affordable Housing Fee, its principles provide a useful and credible basis for demonstrating that the fee is reasonably justified, proportionate, and tied to the public impacts associated with development.

A fee may be levied for each type of capital improvement required for new development, with payment typically due prior to the start of construction of a dwelling unit or non-residential building. Fees are often levied at final map recordation, upon the issuance of a Certificate of Occupancy, or more commonly, at building permit issuance.

In 2006, Government Code Section 66001 was amended to clarify that a fee cannot include costs attributable to existing deficiencies, but it may fund costs to maintain the existing Level of Service ("LOS") or to meet an adopted LOS consistent with the General Plan.

Section 66000 *et seq*. of the Government Code thus requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of new development:

1. Identify the purpose of the fee [Government Code Section 66001(a)(1)];
2. Ascertain the use to which the fee will be put [Government Code Section 66001(a)(2)];
3. Determine that there is a reasonable relationship between the fee's use and type of development on which the fee is to be imposed [Government Code Section 66001(a)(3)];
4. Establish how there is a reasonable relationship between the need for the public facility and type of development project on which the fee is to be imposed [Government Code Section 66001(a)(4)]; and
5. Discuss how there is a reasonable relationship between the amount of the fee and

cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed [Government Code Section 66001(b)].

Presented below are the legal requirements as they relate to the calculation and imposition of the proposed fees addressed by this Fee Study.

A PURPOSE OF THE FEE [GOVERNMENT CODE SECTION 66001(A)(1)]

New development within the City will generate additional employees and worker households. Given the relatively high cost of housing within the City, many of these new workers may struggle to afford market-rate housing and may still experience significant financial strain. These future residents and employees will create an additional demand for new or expanded Affordable Housing that the existing housing stock cannot accommodate. To accommodate non-residential development in an orderly manner, without adversely impacting the current quality of life in the City, additional Affordable Housing will need to be constructed.

It is the projected direct and cumulative effect of non-residential development that has required the preparation of this Fee Study. Every newly developed parcel will contribute to the need for new Affordable Housing, and, as such, the proposed fee will be charged to all future development, irrespective of location, within the City. Importantly, many of the employees associated with any non-residential development in the City may live in Affordable Housing. Additionally, the availability of jobs throughout the City has a growth-inducing impact, by enhancing the City's reputation as a great place to live and work, thereby attracting new development that might otherwise have been built elsewhere. As a result, all such development projects in the City contribute to the cumulative need for new Affordable Housing. The fee, when collected, will be placed into a dedicated fund that will be used solely for the design, acquisition, and construction of Affordable Housing and other appropriate related costs to mitigate the direct and cumulative impacts of new non-residential development within the City.

The discussion in this subsection of the Fee Study sets forth the purpose of the development impact fee as required by Section 66001(a)(1) of the California Government Code.

B THE USE TO WHICH THE FEE IS TO BE PUT [GOVERNMENT CODE SECTION 66001(A)(2)]

The fee collected will provide the City with revenue to facilitate the acquisition and construction of Affordable Housing and the related costs necessary to mitigate the direct and cumulative demand for such housing resulting from new non-residential development in the City. By directly funding these costs, the fee will both enhance the quality of life for and protect the health, safety, and welfare of the existing and future City residents and employees.

C THERE IS A REASONABLE RELATIONSHIP BETWEEN THE FEE'S USE AND THE TYPE OF DEVELOPMENT PROJECT UPON WHICH THE FEE IS IMPOSED (BENEFIT RELATIONSHIP) [GOVERNMENT CODE SECTION 66001(A)(3)]

As discussed in Section A above, the projected direct and cumulative effects of future development have prompted the preparation of this Fee Study. All new non-residential development within the City, irrespective of location, contributes to the direct and cumulative impacts of development on affordable housing demand and creates the need for more such housing to accommodate growth. The derivation of fee amounts for non-residential development is explained in detail in Sections V and VI of this Fee Study. These fees will be expended exclusively for the design, acquisition, and construction of new Affordable Housing, as that is the purpose for which this development impact fee is being collected. As previously stated, all new non-residential development creates either a direct impact or contributes to the cumulative impact on Affordable housing.

For the foregoing reasons, there is a reasonable relationship between the design, acquisition, and construction of affordable housing and new development as required under Section 66001(a)(3) of the Mitigation Fee Act.

D DETERMINE HOW THERE IS A REASONABLE RELATIONSHIP BETWEEN THE NEED FOR THE PUBLIC FACILITY AND THE TYPE OF DEVELOPMENT PROJECT UPON WHICH THE FEE IS IMPOSED (IMPACT RELATIONSHIP) [GOVERNMENT CODE SECTION 66001(A)(4)]

As previously stated, new non-residential development within the City, irrespective of location, contributes to the direct and cumulative impacts of development on Affordable Housing demand and creates the need for new Affordable Housing to accommodate growth. Moreover, the affordable housing needs identified in Section V are specifically a function of the employment growth and resulting worker households generated by projected non-residential development within the City and do not reflect any unmet needs of existing development.

For the reasons presented herein and in Section V, there is a reasonable relationship between the need for affordable housing and all new development within the City.

E THERE IS A REASONABLE RELATIONSHIP BETWEEN THE AMOUNT OF THE FEE AND THE COST OF THE PUBLIC FACILITIES ATTRIBUTABLE TO THE DEVELOPMENT UPON WHICH THE FEE IS IMPOSED ("ROUGH PROPORTIONALITY" RELATIONSHIP) [GOVERNMENT CODE 66001(B)]

As set forth above, all new non-residential development in the City impacts existing housing needs. Each individual non-residential development project and its related increase in employment, along with the cumulative impacts of all development in the City, will increase the need for housing. Thus, the imposition of a fee to finance new Affordable Housing is an efficient, practical, and equitable way to permit development to proceed responsibly.

New non-residential development directly and cumulatively impacts Affordable Housing

needs. The addition of new businesses generates new employment and resulting worker households. A certain number of these new worker households will require Affordable Housing. The proposed fee amounts are roughly proportional to the impacts of new development, based on the analyses in Section V. Thus, there is a reasonable relationship between the fee amount and the cost of subsidizing the necessary housing.

IV LAND USE AND DEMOGRAPHIC ASSUMPTIONS

A Land Use Definitions and Employment Densities

Table 1 presented below provides a summary of the land uses covered in this Fee Study. As previously indicated, the Fee Study will determine the Linkage Fee for four (4) land use categories: commercial, office, industrial, and hotel/motel. Importantly, the table shown below is meant to provide an example of typical land uses found in each category and is not intended to be a comprehensive list of all the City's potential land uses.

Table 1: Summary of Land Use Categories

Land Use Classification Fee Study	Definition
Commercial/Retail	Includes but is not limited to buildings used as the following: ▪ Retail; ▪ Service-oriented business activities, wineries/vineyards, and car washes; ▪ Department stores, discount stores, furniture/appliance outlets, home improvement centers; ▪ Shopping centers and entertainment centers ▪ Subregional and regional shopping centers; ▪ Grocery stores and storage facilities.
Office	Includes but is not limited to buildings used as the following: ▪ Business/professional offices; ▪ Medical/dental offices; ▪ Office park, research park, business park; and ▪ General office buildings.
Industrial	Includes but is not limited to buildings used as the following: ▪ Light manufacturing, warehouse/distribution, and logistics wholesaling; ▪ Wholesale and warehouse retail; ▪ Food processing; ▪ Industrial park; and Industrial/light industrial.
Hotel/Motel	Includes but is not limited to buildings used as the following: ▪ Hotel/Motel; ▪ Other Transient Occupancy

The existing non-residential square footage and employees per square foot was compiled and estimated using data provided by the City. As reflected in **Table 2** below, the City has approximately 9.92 million total square feet of existing non-residential development; including approximately 1.74 million square feet of commercial/retail, 2.72 million square feet of office, 5.01 million square feet of industrial, and 460 thousand square feet of hotel/motel.

Additionally, per the City, there are 20,733 employees in these non-residential sectors, specifically 5,431 commercial employees, 7,911 office employees, 7,191 industrial employees, and 200 hotel employees. Notably, DTA utilized Nielsen Company *Employment*

Profiles by NAICS Codes 2025 to verify the employee counts for each non-residential land use. The North American Industry Classification System ("NAICS") is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

Table 2: Estimated Existing Non-Residential Development

Non-Residential Land Use	Existing Building Square Feet	Existing Employees	Employees per 1,000 Square Feet
Commercial/Retail	1,735,238	5,431	3.13
Office	2,716,194	7,911	2.91
Industrial	5,010,579	7,191	1.44
Hotel	460,000	200	0.43
Total	**9,922,012**	**20,733**	**NA**

B Worker Household

Since most households include more than one worker, the Fee Study groups employees generated by each land use into households to determine the total number of worker households for each land use type. According to the US Census American Community Survey, as of 2025 the City had 25,840 workers living in households and 17,182 households, averaging approximately 1.50 workers per household with workers. Therefore, the Fee Study estimates the number of employee households that each land use generates by dividing the total number of workers by 1.50. The resulting estimated number of households per 100,000 square feet is shown below.

Table 3: Estimated Households per 100,000 Square Feet

Non-Residential Land Use	Employees per 1,000 Square Feet	Total Employees (100KSF Bldg.)	Total Households (1.50 Employees / Household)
Commercial	3.13	313	209
Office	2.91	291	194
Industrial	1.44	144	96
Hotel/Motel	0.43	43	29
Total	**NA**	**791**	**527**

C Industry Sectors

As a first step in identifying affordable housing needs, the analysis evaluates the likely industry sectors that would comprise each of the four non-residential land uses.

These industry sectors are determined using the North American Industry Classification System ("NAICS"), which assigns numerical codes to each industry sector. NAICS codes group all industries into 22 major industry categories. The table below provides a percentage breakdown of occupations associated with each land use.

Table 4: Percentage Breakdown of Occupations by Land Use

Industries by NAICS Code	Commercial/ Retail	Office	Hotel/ Motel	Industrial
Management Occupations (11-0000)	8%	6%	6%	9%
Business and Financial Operations Occupations (13-0000)	8%	10%	2%	6%
Computer and Mathematical Occupations (15-0000)	6%	3%	0%	1%
Architecture and Engineering Occupations (17-0000)	2%	0%	0%	2%
Life, Physical, and Social Science Occupations (19-0000)	1%	1%	0%	0%
Community and Social Service Occupations (21-0000)	0%	3%	0%	0%
Legal Occupations (23-0000)	2%	0%	0%	0%
Educational Instruction and Library Occupations (25-0000)	0%	0%	0%	0%
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	3%	0%	0%	1%
Healthcare Practitioners and Technical Occupations (29-0000)	1%	27%	0%	0%
Healthcare Support Occupations (31-0000)	1%	20%	1%	0%
Protective Service Occupations (33-0000)	2%	0%	2%	0%
Food Preparation and Serving Related Occupations (35-0000)	26%	0%	23%	0%
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	4%	0%	27%	0%
Personal Care and Service Occupations (39-0000)	5%	0%	6%	0%
Sales and Related Occupations (41-0000)	6%	5%	3%	8%
Office and Administrative Support Occupations (43-0000)	10%	24%	19%	11%
Farming, Fishing, and Forestry Occupations (45-0000)	0%	0%	0%	0%
Construction and Extraction Occupations (47-0000)	1%	0%	0%	37%
Installation, Maintenance, and Repair Occupations (49-0000)	6%	0%	6%	9%
Production Occupations (51-0000)	2%	0%	3%	4%
Transportation and Material Moving Occupations (53-0000)	5%	0%	1%	10%
Total	**100%**	**100%**	**100%**	**100%**

Based on the percentage allocations derived from **Table 4**, the anticipated number of households by occupation was determined as shown in the table below.

Table 5: Number of Households by Occupation and Land Use

Industries by NAICS Code	Commercial /Retail	Office	Hotel/ Motel	Industrial
Management Occupations (11-0000)	17	12	2	8
Business and Financial Operations Occupations (13-0000)	16	19	1	6
Computer and Mathematical Occupations (15-0000)	13	5	0	1
Architecture and Engineering Occupations (17-0000)	5	0	0	2
Life, Physical, and Social Science Occupations (19-0000)	2	1	0	0
Community and Social Service Occupations (21-0000)	0	7	0	0
Legal Occupations (23-0000)	4	1	0	0
Educational Instruction and Library Occupations (25-0000)	1	0	0	0
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	5	0	0	1
Healthcare Practitioners and Technical Occupations (29-0000)	2	52	0	0
Healthcare Support Occupations (31-0000)	2	38	0	0
Protective Service Occupations (33-0000)	4	0	1	0
Food Preparation and Serving Related Occupations (35-0000)	53	0	7	0
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	9	1	8	0
Personal Care and Service Occupations (39-0000)	11	0	2	0
Sales and Related Occupations (41-0000)	13	10	1	8
Office and Administrative Support Occupations (43-0000)	21	46	5	11
Farming, Fishing, and Forestry Occupations (45-0000)	0	0	0	0
Construction and Extraction Occupations (47-0000)	2	0	0	35
Installation, Maintenance, and Repair Occupations (49-0000)	13	1	2	9
Production Occupations (51-0000)	5	0	1	3
Transportation and Material Moving Occupations (53-0000)	10	1	0	10
Total	**209**	**194**	**29**	**96**

D Income Distribution of Worker Households

The occupational data by household, determined above, provides a framework for estimating household income. DTA utilized the Bureau of Labor Statistics Employment Occupation Statistics, which provides earnings data by occupation and includes a distribution of earnings by occupation. Notably, given that the City would likely draw employees from an area larger than its boundaries, the analysis was based on data for the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area (the "MSA").

Table 6: Wage Distribution by Occupation

Wages by Occupation (Los Angeles-Long Beach-Anaheim MSA)	10th percentile wage	25th percentile wage	Median Wage	75th percentile wage	90th percentile wage	99th percentile wage
Management Occupations (11-0000)	$64,210	$87,720	$131,930	$196,390	$262,480	$345,939
Business and Financial Operations Occupations (13-0000)	$50,040	$66,230	$89,470	$124,740	$164,730	$203,538
Computer and Mathematical Occupations (15-0000)	$60,310	$80,830	$121,480	$160,230	$192,960	$262,139
Architecture and Engineering Occupations (17-0000)	$63,820	$81,320	$106,540	$140,880	$178,290	$221,299
Life, Physical, and Social Science Occupations (19-0000)	$48,510	$64,350	$96,480	$127,540	$152,480	$208,878
Community and Social Service Occupations (21-0000)	$42,420	$47,880	$62,700	$92,880	$118,700	$150,783
Legal Occupations (23-0000)	$56,520	$77,630	$128,680	$210,550	$323,010	$425,093
Educational Instruction and Library Occupations (25-0000)	$37,240	$46,230	$65,520	$102,490	$130,030	$177,839
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	$40,710	$54,000	$82,490	$122,090	$168,860	$225,827
Healthcare Practitioners and Technical Occupations (29-0000)	$48,550	$71,720	$105,750	$151,810	$179,990	$258,688
Healthcare Support Occupations (31-0000)	$34,600	$34,600	$34,860	$41,710	$50,050	$52,430
Protective Service Occupations (33-0000)	$36,880	$38,450	$47,340	$87,160	$125,430	$152,890
Food Preparation and Serving Related Occupations (35-0000)	$34,390	$35,470	$36,960	$44,700	$52,610	$58,055
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	$34,820	$36,010	$39,030	$47,860	$59,860	$64,463
Personal Care and Service Occupations (39-0000)	$34,100	$35,140	$37,040	$46,210	$63,060	$64,018
Sales and Related Occupations (41-0000)	$34,830	$36,090	$43,950	$63,790	$102,570	$106,993
Office and Administrative Support Occupations (43-0000)	$37,260	$43,410	$50,930	$63,580	$79,140	$91,659
Farming, Fishing, and Forestry Occupations (45-0000)	$35,210	$37,500	$43,680	$53,610	$76,490	$76,738
Construction and Extraction Occupations (47-0000)	$45,100	$51,950	$69,600	$96,980	$122,980	$154,605
Installation, Maintenance, and Repair Occupations (49-0000)	$39,590	$47,870	$63,270	$82,460	$107,690	$129,793
Production Occupations (51-0000)	$35,780	$37,750	$45,710	$58,680	$77,070	$87,549
Transportation and Material Moving Occupations (53-0000)	$35,360	$36,920	$43,720	$55,540	$74,050	$85,006

Notably, DTA also incorporated the household income limits for extremely low-, very low-, low-, and moderate-income households. Based on the 2025 HUD guidelines for multifamily tax subsidy projects, assuming a 3-person household, the Area Median Income ("AMI") for Orange County is $152,300 per household. From this data other income levels, specifically, extremely low (30%), very low (50%), low (80%), and moderate (120%), were determined.

Table 7: Income Categories – Orange County

Income Category	Household Income (3-Person Household)
Median Income	**$152,300**
Extremely Low (30%)	$45,690
Very Low (50%)	$76,150
Low (80%)	$121,840
Moderate (120%)	$182,760

Data from **Table 6** and **Table 7** was then used to generate the percentage of households within each income category, as shown in the table below.

Table 8: Income Categories across Occupation

Income Categories by Occupation (Los Angeles-Long Beach-Anaheim MSA)	30% AMI	50% AMI	80% AMI	100% AMI	120% AMI	Above 120% AMI	Total
Management Occupations (11-0000)	0.53%	0.78%	1.99%	1.01%	0.88%	2.26%	7.45%
Business and Financial Operations Occupations (13-0000)	0.57%	1.65%	2.31%	0.77%	0.55%	0.36%	6.21%
Computer and Mathematical Occupations (15-0000)	0.25%	0.47%	0.95%	0.65%	0.51%	0.49%	3.33%
Architecture and Engineering Occupations (17-0000)	0.08%	0.15%	0.46%	0.21%	0.13%	0.10%	1.14%
Life, Physical, and Social Science Occupations (19-0000)	0.09%	0.24%	0.35%	0.19%	0.05%	0.05%	0.98%
Community and Social Service Occupations (21-0000)	0.46%	1.02%	0.72%	0.22%	0.00%	0.00%	2.42%
Legal Occupations (23-0000)	0.06%	0.11%	0.16%	0.08%	0.07%	0.24%	0.72%
Educational Instruction and Library Occupations (25-0000)	4.38%	6.01%	5.15%	1.57%	1.05%	0.00%	18.16%
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	0.30%	0.56%	0.59%	0.19%	0.14%	0.15%	1.93%
Healthcare Practitioners and Technical Occupations (29-0000)	0.53%	1.05%	1.70%	0.92%	0.84%	0.54%	5.59%
Healthcare Support Occupations (31-0000)	2.90%	0.63%	0.00%	0.00%	0.00%	0.00%	3.53%
Protective Service Occupations (33-0000)	0.54%	0.27%	0.25%	0.12%	0.01%	0.00%	1.20%
Food Preparation and Serving Related Occupations (35-0000)	7.82%	2.35%	0.00%	0.00%	0.00%	0.00%	10.17%
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	2.22%	1.00%	0.00%	0.00%	0.00%	0.00%	3.22%
Personal Care and Service Occupations (39-0000)	2.06%	0.74%	0.00%	0.00%	0.00%	0.00%	2.80%
Sales and Related Occupations (41-0000)	2.14%	1.13%	0.83%	0.00%	0.00%	0.00%	4.10%
Office and Administrative Support Occupations (43-0000)	3.79%	6.35%	1.50%	0.00%	0.00%	0.00%	11.64%
Farming, Fishing, and Forestry Occupations (45-0000)	0.03%	0.02%	0.01%	0.00%	0.00%	0.00%	0.06%
Construction and Extraction Occupations (47-0000)	0.67%	2.64%	1.97%	0.53%	0.10%	0.00%	5.90%
Installation, Maintenance, and Repair Occupations (49-0000)	0.87%	1.90%	1.20%	0.18%	0.00%	0.00%	4.15%
Production Occupations (51-0000)	0.74%	0.58%	0.16%	0.00%	0.00%	0.00%	1.48%
Transportation and Material Moving Occupations (53-0000)	2.07%	1.44%	0.32%	0.00%	0.00%	0.00%	3.83%
Total	**33.10%**	**31.09%**	**20.62%**	**6.65%**	**4.34%**	**4.19%**	**100.00%**

The data in the table above provides an allocation of employees across occupations and income levels. However, in order to generate estimated employee counts by occupation, the data was realigned to each occupation as shown in **Table 9**, to determine the percentage of workers in each occupation that fall within each income level.

Table 9: Distribution of Occupation for Worker by Income Categories

Income Categories by Occupation	30% AMI	50% AMI	80% AMI	100% AMI	120% AMI	Above 120% AMI	Total
Management Occupations (11-0000)	7.12%	10.50%	26.68%	13.61%	11.81%	30.29%	100%
Business and Financial Operations Occupations (13-0000)	9.13%	26.54%	37.27%	12.39%	8.84%	5.82%	100%
Computer and Mathematical Occupations (15-0000)	7.58%	14.00%	28.65%	19.65%	15.44%	14.67%	100%
Architecture and Engineering Occupations (17-0000)	7.16%	13.41%	40.57%	18.44%	11.36%	9.06%	100%
Life, Physical, and Social Science Occupations (19-0000)	9.42%	24.76%	36.23%	19.48%	4.94%	5.17%	100%
Community and Social Service Occupations (21-0000)	18.98%	42.16%	29.74%	9.12%	0.00%	0.00%	100%
Legal Occupations (23-0000)	8.08%	15.86%	22.70%	10.56%	9.30%	33.49%	100%
Educational Instruction and Library Occupations (25-0000)	24.10%	33.09%	28.35%	8.65%	5.81%	0.00%	100%
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	15.62%	28.82%	30.41%	9.85%	7.51%	7.80%	100%
Healthcare Practitioners and Technical Occupations (29-0000)	9.41%	18.84%	30.48%	16.53%	15.06%	9.68%	100%
Healthcare Support Occupations (31-0000)	82.16%	17.84%	0.00%	0.00%	0.00%	0.00%	100%
Protective Service Occupations (33-0000)	45.36%	22.73%	20.51%	10.21%	1.19%	0.00%	100%
Food Preparation and Serving Related Occupations (35-0000)	76.88%	23.12%	0.00%	0.00%	0.00%	0.00%	100%
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	68.86%	31.14%	0.00%	0.00%	0.00%	0.00%	100%
Personal Care and Service Occupations (39-0000)	73.58%	26.42%	0.00%	0.00%	0.00%	0.00%	100%
Sales and Related Occupations (41-0000)	52.19%	27.59%	20.22%	0.00%	0.00%	0.00%	100%
Office and Administrative Support Occupations (43-0000)	32.58%	54.54%	12.88%	0.00%	0.00%	0.00%	100%
Farming, Fishing, and Forestry Occupations (45-0000)	55.06%	34.72%	10.22%	0.00%	0.00%	0.00%	100%
Construction and Extraction Occupations (47-0000)	11.29%	44.69%	33.36%	9.00%	1.66%	0.00%	100%
Installation, Maintenance, and Repair Occupations (49-0000)	21.05%	45.73%	28.98%	4.24%	0.00%	0.00%	100%
Production Occupations (51-0000)	49.94%	39.31%	10.75%	0.00%	0.00%	0.00%	100%
Transportation and Material Moving Occupations (53-0000)	54.17%	37.56%	8.27%	0.00%	0.00%	0.00%	100%

E Worker Households by Income Level

The table below provides a summary of worker households by income for each land use. This data was derived from the distribution of occupations by land use from **Table 4**, and the distribution of occupations for workers by income category from **Table 9**.

Table 10: Distribution of Worker Households by Land Use (100K Sq. Ft. Building)

Land Use (100K SF Building)	30% AMI	50% AMI	80% AMI	100% AMI	120% AMI	Above 120% AMI	Total
Commercial/Retail	89	59	32	11	7	11	209
Office	62	56	39	15	12	11	194
Industrial	23	37	25	6	3	3	96
Hotel/Motel	15	9	2	0	0	1	29
Total	**189**	**161**	**98**	**32**	**22**	**25**	**527**

V AFFORDABILITY GAP AND LINKAGE FEE CALCULATION

A Affordability Gap

The next step in the Fee Study is to calculate the cost of housing the extremely low-, very low-, low-, and moderate-income households by determining the per unit "financing gap" a developer would encounter when constructing a for-rent project. In other words, the cost to house a lower-income household is the difference between the value of a for-rent affordable unit and the cost to develop that unit. Notably, Low Income tax credit financing is assumed for the below-30% AMI, 30-50% AMI households, 50-80% AMI household, and 80-100% AMI households.

Firstly, the current market-rate rent in the City for a new two-bedroom apartment is approximately $2,665 per month. According to the 2025 HUD guidelines for multifamily tax subsidy projects, households at different AMI levels can afford the monthly rents as shown in the table below.

Table 11: Monthly Rental Estimates

Building Type	Monthly Rent per Unit [1]
Market Rate Unit	$2,665
Below 30% AMI – Affordable Unit	$1,142
30-50% AMI – Affordable Unit	$1,903
50-80% AMI – Affordable Unit	$3,046
80-100% AMI – Affordable Unit	$3,806

Notes:

1. Market-rate rents were sourced from Zillow listings for the City as of January 2026. Affordable rents were obtained from U.S. Department of Housing and Urban Development Multifamily Tax Subsidy Rents for Orange County.

Using the rental incomes above, the estimated valuation for units in each income tier was determined based on the Net Operating Income ("NOI") (i.e., rental income less operating expenses and vacancy) and a cap rate for for-rent developments. The resulting estimated valuation at each AMI level is shown in Table 12 below.

For purposes of this estimate, assumed vacancy rates and cap rates were based on current market snapshots from CoStar Property. DTA also assumed Low-Income Housing Tax Credits ("LIHTCs"), in the form of 4% Tax Credit Financing, would be available as a partial subsidy for developing rental units for households with incomes below 30% AMI only. Finally, the actual construction cost for these rental units was estimated using data from recent LIHTC applications for projects in the City.

The Affordability Gap per unit is then calculated based on the construction cost less any tax credits less the estimated value of such unit. In cases where the estimated valuation is greater than the construction cost, then there is no Affordability Gap as shown in the table below.

Table 12: Estimated Per Unit Affordability Gap

Development Category	For Rent Product Affordable 30 AMI	For Rent Product Affordable 50 AMI	For Rent Product Affordable 80 AMI	For Rent Product Affordable 100 AMI
Unit Size	1,000	1,000	1,000	1,000
Rental Limits	$1,142	$1,903	$3,046	$3,806
Gross Annual Rent	$13,704	$22,836	$36,552	$45,672
Less: Vacancies	($480)	($799)	($1,279)	($1,599)
Less: Operating Expenses	($5,500)	($5,500)	($5,500)	($5,500)
Projected Net Revenue	$7,724	$16,537	$29,773	$38,573
Cap Rate	4.40%	4.40%	4.40%	4.40%
Estimated Valuation	**$175,554**	**$375,835**	**$676,652**	**$876,670**
Direct Construction Costs	($550,000)	($550,000)	($550,000)	($550,000)
Tax Credits (limited to 30 AMI category only)	4%	N/A	N/A	N/A
Eligible Basis (75%)	$412,500	N/A	N/A	N/A
Tax Credit Financing	**$165,000**	N/A	N/A	N/A
Net Construction Cost	($385,000)	($550,000)	($550,000)	($550,000)
Affordability Gap	**$209,446**	**$174,165**	**$0**	**$0**

B Fee Calculation

To determine the maximum justifiable Linkage Fee, the estimated worker households generated by each non-residential land use category at each income level, (divided by 100), as shown in Table 10, are multiplied by the corresponding per-unit affordability gaps shown in Table 12. The resulting amounts represent the maximum fee supported by the nexus analysis for each income category, and their sum represents the total maximum justifiable fee for each non-residential land use category, as shown in Table 13.

Table 13: Maximum Justifiable Fees

Land Use (100K SF Building)	30% AMI	50% AMI	80% AMI	100% AMI	120% AMI	Above 120% AMI	Total
Commercial/Retail	89	59	32	11	7	11	209
Office	62	56	39	15	12	11	194
Industrial	23	37	25	6	3	3	96
Hotel/Motel	15	9	2	0	0	1	29
Total	**189**	**161**	**98**	**32**	**22**	**25**	**527**
Affordability Gap	**$209,446**	**$174,165**	**N/A**	**$0**	**NA**	**NA**	**NA**
Commercial/Retail	$186.72	$102.56	$0.00	$0.00	$0.00	$0.00	**$289.28**
Office	$130.24	$97.03	$0.00	$0.00	$0.00	$0.00	**$227.27**
Industrial	$47.47	$63.64	$0.00	$0.00	$0.00	$0.00	**$111.11**
Hotel/Motel	$32.44	$16.43	$0.00	$0.00	$0.00	$0.00	**$48.87**

The totals represent the ceiling for impact fees applicable to new non-residential development to mitigate its effect on affordable housing demand. These figures are not recommendations; they indicate only the maximums determined by this analysis.

VI FEE IMPLEMENTATION

A Administering a Fee Program

Implementing a fee program requires significant planning and training, so it should be done efficiently and with regular frequency. A well-designed program can generate sufficient funds to offset development impacts, while a poorly structured one risks underfunding, reliance on the General Fund, or overcharging, which could lead to legal challenges or refund obligations.

All staff involved- across accounting, budgeting, and project management- must understand the distinction between linkage fees and other types of fees, as well as the rules governing how fee revenues may be used. The fees proposed in this report are tied to a specific purpose and must be spent accordingly.

B Indexing the Linkage Fee

The fees presented in this Fee Study are based on current construction costs and should be adjusted annually to account for inflation, as construction costs ultimately impact the cost of providing or subsidizing affordable housing. Therefore, DTA recommends that after adoption, the fee be reviewed each year and adjusted based on a reliable index, such as ENR's Construction Cost Index, which is generally used as the primary basis for indexing construction costs.

C Phase-In Schedule for Fee

A key component of adopting this Fee is the effective date on which it becomes active. One approach adopted by cities is to set a future effective date and/or waive fees for current projects that are in the development pipeline. Other approaches include a phased-in period of 1-2 years, during which the fee is set at 50% for the first year of applicability, rising to the full 100% after 12 months.

D Waivers, Exemptions, and Refunds Overview

The California Government Code permits impact fee exemptions for certain land uses at the discretion of local jurisdictions. Such fee exemptions are a policy matter that should be based on consideration of the greater public good provided by exempting this specific use from the impact fee. The following are some considerations related to waivers, exemptions, or refunds.

- **Affordable Housing** : Most cities waive fees for projects that are 100% affordable housing.
- **Alternatives to Fees** : Many cities allow developers to provide housing units or donate land instead of paying fees.
- **Public Projects** : Fees are typically waived for publicly owned developments.

- **Special Land Uses**: Some cities offer waivers for non-profit buildings, religious institutions, educational facilities (both public and private), and similar land uses.
- **Small Buildings**: Certain cities exempt smaller buildings from fees, for example, commercial buildings under 25,000 square feet.
- **Policy-Driven Reductions** : To support broader policy goals, many cities reduce or exempt fees for specific types of development.

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APPENDIX A

City of Placentia
Affordable Housing Linkage Fee Justification Study

FEE CALCULATION

City Land Use/ Demographics

Unit Type	Number of Building Square Feet	Employees per 1,000 Sq. Ft. [1]	Employees per Household [2]
Commercial/Retail	2,251,291	3.13	1.50
Office	569,772	2.91	1.50
Industrial	4,419,470	1.44	1.50
Hotel/Motel	460,000	0.43	1.50
Total	**7,700,533**	**NA**	**NA**

[1] Source: Based on information provided by the City.

[2] Source: U.S. Census Bureau, Tables S0802 and B2502.

Employees and Households per 100,000 Sq. Ft.

Unit Type	Employees per 1,000 Sq. Ft.	Total Employees	Households per 1,000 Sq. Ft.
Commercial/Retail	3.13	313	209
Office	2.91	291	194
Industrial	1.44	144	96
Hotel/Motel	0.43	43	29
Total	**NA**	**791**	**527**

Distribution of New Worker Households by Income per 100,000 Sq. Ft. Non-Residential Development [1]

Unit Type	30% Area Median Income	50% Area Median Income	80% Area Median Income	100% Area Median Income	120% Area Median Income	Above 120% Area Median Income	Total
Commercial/Retail	89	59	32	11	7	11	209
Office	62	56	39	15	12	11	194
Industrial	23	37	25	6	3	3	96
Hotel/Motel	15	9	2	0	0	1	29
Total	**189**	**161**	**98**	**32**	**22**	**25**	**527**

[1] Sources: U.S. Bureau of Labor Statistics, Occupational Employment and Wage Statistics, Employment Profiles by NAICS (North American Industry Classification System) Code

Affordability Gap Analysis [1]

Unit Type	30% Area Median Income	50% Area Median Income	80% Area Median Income	100% Area Median Income
Affordability Gap - For Rent	**$209,446.36**	**$174,165.00**	**N/A**	**N/A**

[1] See Page 3, Affordable Housing Gap Analysis, for the detailed methodology, assumptions, and affordability gap calculations.

Maximum Justifiable Fee (Per Sq. Ft. of Non-Residential Development) [1]

Unit Type	Basis	30% Area Median Income	50% Area Median Income	Maximum Justifiable Fee
Commercial/Retail	Per Sq. Ft.	$186.72	$102.56	**$289.28**
Office	Per Sq. Ft.	$130.24	$97.03	**$227.27**
Industrial	Per Sq. Ft.	$47.47	$63.64	**$111.11**
Hotel/Motel	Per Sq. Ft.	$32.44	$16.43	**$48.87**

[1] Fee amounts are calculated by applying the applicable affordability gap to the distribution of employees by income category and summing the resulting amounts. The 80% and 100% area median income categories are not included because the affordability gap analysis identified no affordability gap at those income levels.

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APPENDIX B

City of Placentia
Affordable Housing Linkage Fee Justification Study

OCCUPATIONAL STATISTICS

Appendix B
City of Placentia
Affordable Housing Analysis
Occupational Statistics

	Occupation Distribution by Land Use				
Occupations (SOC Codes)	*Commercial/Retail*	*Office*	*Hotel/Motel*	*Industrial*	*Institutional*
Management Occupations (11-0000)	8%	6%	6%	9%	7%
Business and Financial Operations Occupations (13-0000)	8%	10%	2%	6%	4%
Computer and Mathematical Occupations (15-0000)	6%	3%	0%	1%	2%
Architecture and Engineering Occupations (17-0000)	2%	0%	0%	2%	0%
Life, Physical, and Social Science Occupations (19-0000)	1%	1%	0%	0%	1%
Community and Social Service Occupations (21-0000)	0%	3%	0%	0%	5%
Legal Occupations (23-0000)	2%	0%	0%	0%	0%
Educational Instruction and Library Occupations (25-0000)	0%	0%	0%	0%	46%
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	3%	0%	0%	1%	2%
Healthcare Practitioners and Technical Occupations (29-0000)	1%	27%	0%	0%	6%
Healthcare Support Occupations (31-0000)	1%	20%	1%	0%	3%
Protective Service Occupations (33-0000)	2%	0%	2%	0%	1%
Food Preparation and Serving Related Occupations (35-0000)	26%	0%	23%	0%	3%
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	4%	0%	27%	0%	4%
Personal Care and Service Occupations (39-0000)	5%	0%	6%	0%	2%
Sales and Related Occupations (41-0000)	6%	5%	3%	8%	0%
Office and Administrative Support Occupations (43-0000)	10%	24%	19%	11%	10%
Farming, Fishing, and Forestry Occupations (45-0000)	0%	0%	0%	0%	0%
Construction and Extraction Occupations (47-0000)	1%	0%	0%	37%	0%
Installation, Maintenance, and Repair Occupations (49-0000)	6%	0%	6%	9%	1%
Production Occupations (51-0000)	2%	0%	3%	4%	0%
Transportation and Material Moving Occupations (53-0000)	5%	0%	1%	10%	1%
Total	**100%**	**100%**	**100%**	**100%**	**100%**

	Households by Occupation & Land Use				
Occupations (SOC Codes)	*Commercial/Retail*	*Office*	*Hotel/Motel*	*Industrial*	*Institutional*
Management Occupations (11-0000)	17	12	2	8	0
Business and Financial Operations Occupations (13-0000)	16	19	1	6	0
Computer and Mathematical Occupations (15-0000)	13	5	0	1	0
Architecture and Engineering Occupations (17-0000)	5	0	0	2	0
Life, Physical, and Social Science Occupations (19-0000)	2	1	0	0	0
Community and Social Service Occupations (21-0000)	0	7	0	0	0
Legal Occupations (23-0000)	4	1	0	0	0
Educational Instruction and Library Occupations (25-0000)	1	0	0	0	0
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	5	0	0	1	0
Healthcare Practitioners and Technical Occupations (29-0000)	2	52	0	0	0
Healthcare Support Occupations (31-0000)	2	38	0	0	0
Protective Service Occupations (33-0000)	4	0	1	0	0
Food Preparation and Serving Related Occupations (35-0000)	53	0	7	0	0
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	9	1	8	0	0
Personal Care and Service Occupations (39-0000)	11	0	2	0	0
Sales and Related Occupations (41-0000)	13	10	1	8	0
Office and Administrative Support Occupations (43-0000)	21	46	5	11	0
Farming, Fishing, and Forestry Occupations (45-0000)	0	0	0	0	0
Construction and Extraction Occupations (47-0000)	2	0	0	35	0
Installation, Maintenance, and Repair Occupations (49-0000)	13	1	2	9	0
Production Occupations (51-0000)	5	0	1	3	0
Transportation and Material Moving Occupations (53-0000)	10	1	0	10	0
Total	**209**	**194**	**29**	**96**	**0**

Appendix B
City of Placentia
Affordable Housing Analysis
Occupational Statistics

	Distribution of Occupations for Households by Income Level					
Occupations (SOC Codes)	**10th percentile wage**	**25th percentile wage**	**Median Wage**	**75th percentile wage**	**90th percentile wage**	**99th percentile wage**
Management Occupations (11-0000)	$64,210	$87,720	$131,930	$196,390	$262,480	$345,939
Business and Financial Operations Occupations (13-0000)	$50,040	$66,230	$89,470	$124,740	$164,730	$203,538
Computer and Mathematical Occupations (15-0000)	$60,310	$80,830	$121,480	$160,230	$192,960	$262,139
Architecture and Engineering Occupations (17-0000)	$63,820	$81,320	$106,540	$140,880	$178,290	$221,299
Life, Physical, and Social Science Occupations (19-0000)	$48,510	$64,350	$96,480	$127,540	$152,480	$208,878
Community and Social Service Occupations (21-0000)	$42,420	$47,880	$62,700	$92,880	$118,700	$150,783
Legal Occupations (23-0000)	$56,520	$77,630	$128,680	$210,550	$323,010	$425,093
Educational Instruction and Library Occupations (25-0000)	$37,240	$46,230	$65,520	$102,490	$130,030	$177,839
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	$40,710	$54,000	$82,490	$122,090	$168,860	$225,827
Healthcare Practitioners and Technical Occupations (29-0000)	$48,550	$71,720	$105,750	$151,810	$179,990	$258,688
Healthcare Support Occupations (31-0000)	$34,600	$34,600	$34,860	$41,710	$50,050	$52,430
Protective Service Occupations (33-0000)	$36,880	$38,450	$47,340	$87,160	$125,430	$152,890
Food Preparation and Serving Related Occupations (35-0000)	$34,390	$35,470	$36,960	$44,700	$52,610	$58,055
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	$34,820	$36,010	$39,030	$47,860	$59,860	$64,463
Personal Care and Service Occupations (39-0000)	$34,100	$35,140	$37,040	$46,210	$63,060	$64,018
Sales and Related Occupations (41-0000)	$34,830	$36,090	$43,950	$63,790	$102,570	$106,993
Office and Administrative Support Occupations (43-0000)	$37,260	$43,410	$50,930	$63,580	$79,140	$91,659
Farming, Fishing, and Forestry Occupations (45-0000)	$35,210	$37,500	$43,680	$53,610	$76,490	$76,738
Construction and Extraction Occupations (47-0000)	$45,100	$51,950	$69,600	$96,980	$122,980	$154,605
Installation, Maintenance, and Repair Occupations (49-0000)	$39,590	$47,870	$63,270	$82,460	$107,690	$129,793
Production Occupations (51-0000)	$35,780	$37,750	$45,710	$58,680	$77,070	$87,549
Transportation and Material Moving Occupations (53-0000)	$35,360	$36,920	$43,720	$55,540	$74,050	$85,006
Total	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**

	Distribution of Occupations for Households by Income Level					
Occupations (SOC Codes)	**30% Area Median Income**	**50% Area Median Income**	**80% Area Median Income**	**100% Area Median Income**	**120% Area Median Income**	**Above 120% Area Median Income**
Management Occupations (11-0000)	7.12%	10.50%	26.68%	13.61%	11.81%	30.29%
Business and Financial Operations Occupations (13-0000)	9.13%	26.54%	37.27%	12.39%	8.84%	5.82%
Computer and Mathematical Occupations (15-0000)	7.58%	14.00%	28.65%	19.65%	15.44%	14.67%
Architecture and Engineering Occupations (17-0000)	7.16%	13.41%	40.57%	18.44%	11.36%	9.06%
Life, Physical, and Social Science Occupations (19-0000)	9.42%	24.76%	36.23%	19.48%	4.94%	5.17%
Community and Social Service Occupations (21-0000)	18.98%	42.16%	29.74%	9.12%	0.00%	0.00%
Legal Occupations (23-0000)	8.08%	15.86%	22.70%	10.56%	9.30%	33.49%
Educational Instruction and Library Occupations (25-0000)	24.10%	33.09%	28.35%	8.65%	5.81%	0.00%
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	15.62%	28.82%	30.41%	9.85%	7.51%	7.80%
Healthcare Practitioners and Technical Occupations (29-0000)	9.41%	18.84%	30.48%	16.53%	15.06%	9.68%
Healthcare Support Occupations (31-0000)	82.16%	17.84%	0.00%	0.00%	0.00%	0.00%
Protective Service Occupations (33-0000)	45.36%	22.73%	20.51%	10.21%	1.19%	0.00%
Food Preparation and Serving Related Occupations (35-0000)	76.88%	23.12%	0.00%	0.00%	0.00%	0.00%
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	68.86%	31.14%	0.00%	0.00%	0.00%	0.00%
Personal Care and Service Occupations (39-0000)	73.58%	26.42%	0.00%	0.00%	0.00%	0.00%
Sales and Related Occupations (41-0000)	52.19%	27.59%	20.22%	0.00%	0.00%	0.00%
Office and Administrative Support Occupations (43-0000)	32.58%	54.54%	12.88%	0.00%	0.00%	0.00%
Farming, Fishing, and Forestry Occupations (45-0000)	55.06%	34.72%	10.22%	0.00%	0.00%	0.00%
Construction and Extraction Occupations (47-0000)	11.29%	44.69%	33.36%	9.00%	1.66%	0.00%
Installation, Maintenance, and Repair Occupations (49-0000)	21.05%	45.73%	28.98%	4.24%	0.00%	0.00%
Production Occupations (51-0000)	49.94%	39.31%	10.75%	0.00%	0.00%	0.00%
Transportation and Material Moving Occupations (53-0000)	54.17%	37.56%	8.27%	0.00%	0.00%	0.00%
Total	**NA**	**NA**	**NA**	**NA**	**NA**	**NA**

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	Income Categories across Occupation					
Occupations (SOC Codes)	**30% Area Median Income**	**50% Area Median Income**	**80% Area Median Income**	**100% Area Median Income**	**120% Area Median Income**	**Above 120% Area Median Income**
Management Occupations (11-0000)	0.53%	0.78%	1.99%	1.01%	0.88%	2.26%
Business and Financial Operations Occupations (13-0000)	0.57%	1.65%	2.31%	0.77%	0.55%	0.36%
Computer and Mathematical Occupations (15-0000)	0.25%	0.47%	0.95%	0.65%	0.51%	0.49%
Architecture and Engineering Occupations (17-0000)	0.08%	0.15%	0.46%	0.21%	0.13%	0.10%
Life, Physical, and Social Science Occupations (19-0000)	0.09%	0.24%	0.35%	0.19%	0.05%	0.05%
Community and Social Service Occupations (21-0000)	0.46%	1.02%	0.72%	0.22%	0.00%	0.00%
Legal Occupations (23-0000)	0.06%	0.11%	0.16%	0.08%	0.07%	0.24%
Educational Instruction and Library Occupations (25-0000)	4.38%	6.01%	5.15%	1.57%	1.05%	0.00%
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	0.30%	0.56%	0.59%	0.19%	0.14%	0.15%
Healthcare Practitioners and Technical Occupations (29-0000)	0.53%	1.05%	1.70%	0.92%	0.84%	0.54%
Healthcare Support Occupations (31-0000)	2.90%	0.63%	0.00%	0.00%	0.00%	0.00%
Protective Service Occupations (33-0000)	0.54%	0.27%	0.25%	0.12%	0.01%	0.00%
Food Preparation and Serving Related Occupations (35-0000)	7.82%	2.35%	0.00%	0.00%	0.00%	0.00%
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	2.22%	1.00%	0.00%	0.00%	0.00%	0.00%
Personal Care and Service Occupations (39-0000)	2.06%	0.74%	0.00%	0.00%	0.00%	0.00%
Sales and Related Occupations (41-0000)	2.14%	1.13%	0.83%	0.00%	0.00%	0.00%
Office and Administrative Support Occupations (43-0000)	3.79%	6.35%	1.50%	0.00%	0.00%	0.00%
Farming, Fishing, and Forestry Occupations (45-0000)	0.03%	0.02%	0.01%	0.00%	0.00%	0.00%
Construction and Extraction Occupations (47-0000)	0.67%	2.64%	1.97%	0.53%	0.10%	0.00%
Installation, Maintenance, and Repair Occupations (49-0000)	0.87%	1.90%	1.20%	0.18%	0.00%	0.00%
Production Occupations (51-0000)	0.74%	0.58%	0.16%	0.00%	0.00%	0.00%
Transportation and Material Moving Occupations (53-0000)	2.07%	1.44%	0.32%	0.00%	0.00%	0.00%
Total	**33.10%**	**31.09%**	**20.62%**	**6.65%**	**4.34%**	**4.19%**

	30% AMI Households by Occupation & Land Use				
Occupations (SOC Codes)	*Commercial/Retail*	*Office*	*Hotel/Motel*	*Industrial*	*Institutional*
Management Occupations (11-0000)	1.239	0.885	0.127	0.586	0.000
Business and Financial Operations Occupations (13-0000)	1.451	1.713	0.052	0.568	0.000
Computer and Mathematical Occupations (15-0000)	0.957	0.412	0.004	0.105	0.000
Architecture and Engineering Occupations (17-0000)	0.366	0.004	0.000	0.116	0.000
Life, Physical, and Social Science Occupations (19-0000)	0.186	0.121	0.000	0.039	0.000
Community and Social Service Occupations (21-0000)	0.049	1.254	0.000	0.000	0.000
Legal Occupations (23-0000)	0.309	0.051	0.000	0.004	0.000
Educational Instruction and Library Occupations (25-0000)	0.166	0.033	0.007	0.000	0.000
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	0.832	0.057	0.013	0.104	0.000
Healthcare Practitioners and Technical Occupations (29-0000)	0.210	4.870	0.000	0.017	0.000
Healthcare Support Occupations (31-0000)	1.255	31.266	0.118	0.000	0.000
Protective Service Occupations (33-0000)	1.694	0.114	0.299	0.066	0.000
Food Preparation and Serving Related Occupations (35-0000)	41.097	0.105	5.074	0.047	0.000
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	6.220	0.416	5.315	0.308	0.000
Personal Care and Service Occupations (39-0000)	8.271	0.302	1.351	0.000	0.000
Sales and Related Occupations (41-0000)	6.821	4.959	0.404	4.242	0.000
Office and Administrative Support Occupations (43-0000)	6.972	15.044	1.786	3.511	0.000
Farming, Fishing, and Forestry Occupations (45-0000)	0.074	0.000	0.016	0.119	0.000
Construction and Extraction Occupations (47-0000)	0.185	0.000	0.010	3.992	0.000
Installation, Maintenance, and Repair Occupations (49-0000)	2.673	0.110	0.368	1.895	0.000
Production Occupations (51-0000)	2.574	0.137	0.373	1.721	0.000
Transportation and Material Moving Occupations (53-0000)	5.548	0.327	0.171	5.222	0.000
Total	**89.148**	**62.181**	**15.489**	**22.664**	**0.000**

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	50% AMI Households by Occupation & Land Use				
Occupations (SOC Codes)	*Commercial/Retail*	*Office*	*Hotel/Motel*	*Industrial*	*Institutional*
Management Occupations (11-0000)	1.828	1.306	0.187	0.865	0.000
Business and Financial Operations Occupations (13-0000)	4.218	4.980	0.152	1.651	0.000
Computer and Mathematical Occupations (15-0000)	1.768	0.762	0.008	0.195	0.000
Architecture and Engineering Occupations (17-0000)	0.686	0.008	0.000	0.217	0.000
Life, Physical, and Social Science Occupations (19-0000)	0.488	0.319	0.000	0.103	0.000
Community and Social Service Occupations (21-0000)	0.108	2.785	0.000	0.000	0.000
Legal Occupations (23-0000)	0.605	0.100	0.000	0.008	0.000
Educational Instruction and Library Occupations (25-0000)	0.229	0.045	0.009	0.000	0.000
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	1.534	0.105	0.025	0.192	0.000
Healthcare Practitioners and Technical Occupations (29-0000)	0.420	9.751	0.000	0.035	0.000
Healthcare Support Occupations (31-0000)	0.272	6.790	0.026	0.000	0.000
Protective Service Occupations (33-0000)	0.849	0.057	0.150	0.033	0.000
Food Preparation and Serving Related Occupations (35-0000)	12.361	0.032	1.526	0.014	0.000
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	2.813	0.188	2.404	0.139	0.000
Personal Care and Service Occupations (39-0000)	2.969	0.108	0.485	0.000	0.000
Sales and Related Occupations (41-0000)	3.606	2.621	0.214	2.242	0.000
Office and Administrative Support Occupations (43-0000)	11.671	25.183	2.989	5.878	0.000
Farming, Fishing, and Forestry Occupations (45-0000)	0.046	0.000	0.010	0.075	0.000
Construction and Extraction Occupations (47-0000)	0.733	0.000	0.038	15.797	0.000
Installation, Maintenance, and Repair Occupations (49-0000)	5.807	0.240	0.800	4.117	0.000
Production Occupations (51-0000)	2.027	0.108	0.293	1.355	0.000
Transportation and Material Moving Occupations (53-0000)	3.847	0.227	0.119	3.621	0.000
Total	**58.886**	**55.713**	**9.436**	**36.538**	**0.000**

	80% AMI Households by Occupation & Land Use				
Occupations (SOC Codes)	*Commercial/Retail*	*Office*	*Hotel/Motel*	*Industrial*	*Institutional*
Management Occupations (11-0000)	4.644	3.317	0.475	2.197	0.000
Business and Financial Operations Occupations (13-0000)	5.923	6.993	0.214	2.319	0.000
Computer and Mathematical Occupations (15-0000)	3.618	1.559	0.016	0.398	0.000
Architecture and Engineering Occupations (17-0000)	2.075	0.023	0.000	0.658	0.000
Life, Physical, and Social Science Occupations (19-0000)	0.715	0.467	0.000	0.150	0.000
Community and Social Service Occupations (21-0000)	0.076	1.964	0.000	0.000	0.000
Legal Occupations (23-0000)	0.866	0.142	0.000	0.011	0.000
Educational Instruction and Library Occupations (25-0000)	0.196	0.039	0.008	0.000	0.000
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	1.619	0.111	0.026	0.202	0.000
Healthcare Practitioners and Technical Occupations (29-0000)	0.680	15.771	0.000	0.056	0.000
Healthcare Support Occupations (31-0000)	0.000	0.000	0.000	0.000	0.000
Protective Service Occupations (33-0000)	0.766	0.051	0.135	0.030	0.000
Food Preparation and Serving Related Occupations (35-0000)	0.000	0.000	0.000	0.000	0.000
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	0.000	0.000	0.000	0.000	0.000
Personal Care and Service Occupations (39-0000)	0.000	0.000	0.000	0.000	0.000
Sales and Related Occupations (41-0000)	2.643	1.921	0.157	1.643	0.000
Office and Administrative Support Occupations (43-0000)	2.757	5.948	0.706	1.388	0.000
Farming, Fishing, and Forestry Occupations (45-0000)	0.014	0.000	0.003	0.022	0.000
Construction and Extraction Occupations (47-0000)	0.547	0.000	0.029	11.793	0.000
Installation, Maintenance, and Repair Occupations (49-0000)	3.680	0.152	0.507	2.609	0.000
Production Occupations (51-0000)	0.554	0.029	0.080	0.371	0.000
Transportation and Material Moving Occupations (53-0000)	0.848	0.050	0.026	0.798	0.000
Total	**32.221**	**38.539**	**2.383**	**24.647**	**0.000**

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	100% AMI Households by Occupation & Land Use				
Occupations (SOC Codes)	*Commercial/Retail*	*Office*	*Hotel/Motel*	*Industrial*	*Institutional*
Management Occupations (11-0000)	2.369	1.692	0.242	1.121	0.000
Business and Financial Operations Occupations (13-0000)	1.969	2.325	0.071	0.771	0.000
Computer and Mathematical Occupations (15-0000)	2.482	1.069	0.011	0.273	0.000
Architecture and Engineering Occupations (17-0000)	0.943	0.011	0.000	0.299	0.000
Life, Physical, and Social Science Occupations (19-0000)	0.384	0.251	0.000	0.081	0.000
Community and Social Service Occupations (21-0000)	0.023	0.602	0.000	0.000	0.000
Legal Occupations (23-0000)	0.403	0.066	0.000	0.005	0.000
Educational Instruction and Library Occupations (25-0000)	0.060	0.012	0.002	0.000	0.000
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	0.524	0.036	0.008	0.065	0.000
Healthcare Practitioners and Technical Occupations (29-0000)	0.369	8.552	0.000	0.031	0.000
Healthcare Support Occupations (31-0000)	0.000	0.000	0.000	0.000	0.000
Protective Service Occupations (33-0000)	0.381	0.026	0.067	0.015	0.000
Food Preparation and Serving Related Occupations (35-0000)	0.000	0.000	0.000	0.000	0.000
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	0.000	0.000	0.000	0.000	0.000
Personal Care and Service Occupations (39-0000)	0.000	0.000	0.000	0.000	0.000
Sales and Related Occupations (41-0000)	0.000	0.000	0.000	0.000	0.000
Office and Administrative Support Occupations (43-0000)	0.000	0.000	0.000	0.000	0.000
Farming, Fishing, and Forestry Occupations (45-0000)	0.000	0.000	0.000	0.000	0.000
Construction and Extraction Occupations (47-0000)	0.148	0.000	0.008	3.182	0.000
Installation, Maintenance, and Repair Occupations (49-0000)	0.538	0.022	0.074	0.382	0.000
Production Occupations (51-0000)	0.000	0.000	0.000	0.000	0.000
Transportation and Material Moving Occupations (53-0000)	0.000	0.000	0.000	0.000	0.000
Total	**10.594**	**14.664**	**0.485**	**6.224**	**0.000**

	120% AMI Households by Occupation & Land Use				
Occupations (SOC Codes)	*Commercial/Retail*	*Office*	*Hotel/Motel*	*Industrial*	*Institutional*
Management Occupations (11-0000)	2.057	1.469	0.210	0.973	0.000
Business and Financial Operations Occupations (13-0000)	1.405	1.659	0.051	0.550	0.000
Computer and Mathematical Occupations (15-0000)	1.950	0.840	0.009	0.214	0.000
Architecture and Engineering Occupations (17-0000)	0.581	0.006	0.000	0.184	0.000
Life, Physical, and Social Science Occupations (19-0000)	0.097	0.064	0.000	0.021	0.000
Community and Social Service Occupations (21-0000)	0.000	0.000	0.000	0.000	0.000
Legal Occupations (23-0000)	0.355	0.058	0.000	0.005	0.000
Educational Instruction and Library Occupations (25-0000)	0.040	0.008	0.002	0.000	0.000
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	0.400	0.027	0.006	0.050	0.000
Healthcare Practitioners and Technical Occupations (29-0000)	0.336	7.791	0.000	0.028	0.000
Healthcare Support Occupations (31-0000)	0.000	0.000	0.000	0.000	0.000
Protective Service Occupations (33-0000)	0.045	0.003	0.008	0.002	0.000
Food Preparation and Serving Related Occupations (35-0000)	0.000	0.000	0.000	0.000	0.000
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	0.000	0.000	0.000	0.000	0.000
Personal Care and Service Occupations (39-0000)	0.000	0.000	0.000	0.000	0.000
Sales and Related Occupations (41-0000)	0.000	0.000	0.000	0.000	0.000
Office and Administrative Support Occupations (43-0000)	0.000	0.000	0.000	0.000	0.000
Farming, Fishing, and Forestry Occupations (45-0000)	0.000	0.000	0.000	0.000	0.000
Construction and Extraction Occupations (47-0000)	0.027	0.000	0.001	0.585	0.000
Installation, Maintenance, and Repair Occupations (49-0000)	0.000	0.000	0.000	0.000	0.000
Production Occupations (51-0000)	0.000	0.000	0.000	0.000	0.000
Transportation and Material Moving Occupations (53-0000)	0.000	0.000	0.000	0.000	0.000
Total	**7.293**	**11.926**	**0.287**	**2.612**	**0.000**

Appendix B
City of Placentia
Affordable Housing Analysis
Occupational Statistics

	Above 120% AMI Households by Occupation & Land Use				
Occupations (SOC Codes)	*Commercial/Retail*	*Office*	*Hotel/Motel*	*Industrial*	*Institutional*
Management Occupations (11-0000)	5.273	3.766	0.539	2.494	0.000
Business and Financial Operations Occupations (13-0000)	0.925	1.092	0.033	0.362	0.000
Computer and Mathematical Occupations (15-0000)	1.853	0.798	0.008	0.204	0.000
Architecture and Engineering Occupations (17-0000)	0.464	0.005	0.000	0.147	0.000
Life, Physical, and Social Science Occupations (19-0000)	0.102	0.067	0.000	0.021	0.000
Community and Social Service Occupations (21-0000)	0.000	0.000	0.000	0.000	0.000
Legal Occupations (23-0000)	1.278	0.210	0.000	0.016	0.000
Educational Instruction and Library Occupations (25-0000)	0.000	0.000	0.000	0.000	0.000
Arts, Design, Entertainment, Sports, and Media Occupations (27-0000)	0.416	0.028	0.007	0.052	0.000
Healthcare Practitioners and Technical Occupations (29-0000)	0.216	5.011	0.000	0.018	0.000
Healthcare Support Occupations (31-0000)	0.000	0.000	0.000	0.000	0.000
Protective Service Occupations (33-0000)	0.000	0.000	0.000	0.000	0.000
Food Preparation and Serving Related Occupations (35-0000)	0.000	0.000	0.000	0.000	0.000
Building and Grounds Cleaning and Maintenance Occupations (37-0000)	0.000	0.000	0.000	0.000	0.000
Personal Care and Service Occupations (39-0000)	0.000	0.000	0.000	0.000	0.000
Sales and Related Occupations (41-0000)	0.000	0.000	0.000	0.000	0.000
Office and Administrative Support Occupations (43-0000)	0.000	0.000	0.000	0.000	0.000
Farming, Fishing, and Forestry Occupations (45-0000)	0.000	0.000	0.000	0.000	0.000
Construction and Extraction Occupations (47-0000)	0.000	0.000	0.000	0.000	0.000
Installation, Maintenance, and Repair Occupations (49-0000)	0.000	0.000	0.000	0.000	0.000
Production Occupations (51-0000)	0.000	0.000	0.000	0.000	0.000
Transportation and Material Moving Occupations (53-0000)	0.000	0.000	0.000	0.000	0.000
Total	**10.526**	**10.977**	**0.587**	**3.315**	**0.000**

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APPENDIX C

City of Placentia
Affordable Housing Linkage Fee Justification Study

AFFORDABILITY GAP ANALYSIS

Affordable Housing Gap Analysis

Development Category or Development Description	Assumptions		For Rent Product Affordable 30 AMI	For Rent Product Affordable 50 AMI	For Rent Product Affordable 80 AMI	For Rent Product Affordable 100 AMI
Units	1	*[a]*	1	1	1	1
Unit Size	1,000	*[b]*	1,000	1,000	1,000	1,000
Rentable Sq. Ft.		*[c] = [a] x [b]*	1,000	1,000	1,000	1,000
Rental Assumptions						
Monthly Rental (Per Unit) [1]		*[d]*	$1,142	$1,903	$3,046	$3,806
Monthly Rental (Per Sq. Ft.)		*[e] = [d] / [b]*	$1.14	$1.90	$3.05	$3.81
Revenue Assumptions						
Gross Annual Revenue		*[f] = [c] x [e]*	$13,704	$22,836	$36,552	$45,672
Less: Vacancies [2]	3.50%		($480)	($799)	($1,279)	($1,599)
Less: Operating Costs [3]	$5,500.00	*per Unit per Year*	($5,500)	($5,500)	($5,500)	($5,500)
Net Annual Revenue		*[g]*	$7,724	$16,537	$29,773	$38,573
Valuation Assumptions						
Assumed Cap Rate [2]	4.40%	*[h]*	4.40%	4.40%	4.40%	4.40%
Estimated Valuation		*[i] = [g] / [h]*	**$175,554**	**$375,835**	**$676,652**	**$876,670**
Estimated Development Cost		*[j]*	**$550,000**	**$550,000**	**$550,000**	**$550,000**
Tax Credit Financing						
Eligible Basis	75%	*[k] = [j] x 75%*	$412,500	$412,500	$412,500	$0
Tax Credit		*[l]*	4%	0%	0%	
Estimated Tax Credit Financing		*[m] = [k] x [l] x 10*	$165,000	$0	$0	$0
Affordability Gap		*[n] = [i] - [j] - [m]*	**$209,446**	**$174,165**	**$0**	**$0**

[1] Market rates based on listings of apartment rentals in the City. Rentals for 80% AMI, 50% AMI, and 30% AMI, are based on the State HUD limits effective April 1, 2025, for a 2 bedroom unit.

[2] Source: CoStar Property - Multi-Family Summary, City of Placentia.

[3] Operating costs estimated by DTA based on comparable projects.

dta

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IRVINE, CA 92612
PHONE: (800) 969-4DTA

Public Finance
Public-Private Partnerships
Development Economics
Clean Energy Bonds

Agenda Item No: 3.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 21, 2026

Submitted by: Teri Knutson

From: Police Department

Subject:
PROPOSED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, ADDING CHAPTER 10.74 (FIREWORKS) TO TITLE 10 (PEACE, MORALS, AND SAFETY) OF THE PLACENTIA MUNICIPAL CODE

Financial Impact:
Fiscal Impact:
None.

Summary:
There is currently limited mechanism for the enforcement of the use of fireworks within the City of Placentia. The addition of Chapter 10.74 to the Municipal Code will provide for clear regulations prohibiting fireworks within the City and for the enforcement of any violation of these regulations.

Recommendation:
Recommended Action: It is recommended that the City Council:
Waive full reading, by title only, and introduce for first reading Ordinance No. O-2026-06, an Ordinance of the City Council of the City of Placentia, California, adding Chapter 10.74 (Fireworks) to Title 10 (Peace, Morals, and Safety) of the Placentia Municipal Code.

Strategic Plan Statement:
This item conforms to Strategic Plan Goal No. 2: Public Safety, to provide a safe, family-friendly environment through proactive policing, efficient fire and emergency medical services, disaster preparedness, and strong community partnerships that protect residents, businesses and visitors.

Discussion:
Fireworks pose a significant risk of personal injuries, property damage, fires and other threats to public safety. Currently the Placentia Municipal Code is limited, other than in the Fire Code, in regard to regulation of fireworks. If unregulated, the possession, storage, use, manufacture, transportation, and sale of fireworks will continue to pose a threat to the public health, safety, and welfare of the City and its residents.

The attached Ordinance confirms the prohibition of fireworks, even safe and sane, within the City. The Ordinance allows for enforcement for violations of the proposed prohibition. It also

provides for those individuals who will be deemed responsible to be cited and subject to additional penalties.

Attachments
Ordinance No. O-2026-06 - Fireworks.docx
Fireworks Ordinance Powerpoint.pptx

ORDINANCE NO. O-2026-06

AN ORDINANCE OF THE CITY OF PLACENTIA, CALIFORNIA, ADDING A NEW CHAPTER 10.74 (FIREWORKS) TO TITLE 10 (PEACE, MORALS, AND SAFETY) OF THE PLACENTIA MUNICIPAL CODE REGARDING THE REGULATION OF FIREWORKS WITHIN IN THE CITY OF PLACENTIA

City Attorney's Summary

This Ordinance would result in an amendment to Title 10 (Peace, Morals, and Safety) of the Placentia Municipal Code by adding Chapter 10.74 (Fireworks). This Chapter establishes regulations governing the possession, storage, use, manufacture, transportation, and sale of fireworks within the City of Placentia.

WHEREAS, the City of Placentia has the authority under its police power to enact regulations for the public health, safety, and welfare; and

WHEREAS, the unregulated possession, storage, use, manufacture, transportation, and sale of fireworks pose a threat to the public health, safety, and welfare of the City and its residents; and

WHEREAS, fireworks pose a significant risk of personal injuries, property damage, fires and other threats to public safety; and

WHEREAS, California Health and Safety Code section 12541 authorizes the City Council to establish local regulations on fireworks; and

WHEREAS, the City Council of the City of Placentia finds that establishing an ordinance to regulate the possession, storage, use, manufacture, transportation, and sale of fireworks will promote the public health, safety, and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 10.74 (Fireworks) is hereby added to Title 10 (Peace, Morals, and Safety) of the Placentia Municipal Code to be read as follows:

Chapter 10.74 Fireworks

§10.74.010 Definitions
§10.74.020 Prohibition
§10.74.030 Displays
§10.74.040 Exceptions
§10.74.050 Seizure and disposal

§10.74.060 Penalties
§10.74.070 Responsible Party

§10.74.010 Definitions

As used in this chapter, the following terms and words shall have the following meanings:

"Dangerous Fireworks" has the same meaning as in California Health and Safety Code §12505 and includes all of the following:

(1) Any fireworks which contain any of the following:
- (a) Arsenic sulfide, arsenates, or arsenites;
- (b) Boron;
- (c) Chlorates, except:
  - (i) In colored smoke mixtures in which an equal or grater amount of sodium bicarbonate is included;
  - (ii) In caps and party poppers;
  - (iii) In those small items (such as ground spinners) in which the total powder content does not exceed four grams, of which not greater than 15% (or 600 milligrams) is potassium, sodium, or barium chlorate;
- (d) Gallates or gallic acid;
- (e) Magnesium (magnesium-aluminum alloys, called magnalium, are permitted);
- (f) Mercury salts;
- (g) Phosphorous (red or white except that red phosphorous is permissible in caps and party poppers);
- (h) Picrates or picric acid;
- (i) Thiocyanates;
- (j) Titanium, except in particle size greater than 100-mesh;
- (k) Zirconium.

(2) Firecrackers;
(3) Skyrockets and rockets, including all devices which employ any combustible or explosive material, and which rise in the air during discharge;
(4) Roman candles, including all devices which discharge balls of fire into the air;
(5) Chasers, including all devices that dart or travel about the surface of the ground during discharge;
(6) Sparklers more than ten inches in length or one-fourth of one inch in diameter;
(7) Fireworks designed and intended by the manufacturer to create the element of surprise upon the user. These items include, but are not limited to, auto-foolers, cigarette loads, exploding golf balls, and trick matches;

(8) Fireworks known as “devil-on-the-walk,” or any other firework which explodes through means of friction, unless otherwise classified by the State Fire Marshal pursuant to applicable law;
(9) Torpedoes of all kinds which explode on impact;
(10) Fireworks kits;
(11) Any other fireworks examined and tested by the State Fire Marshal and determined by him or her, with the advice of the State Board of Fire Services, to possess characteristics of design or construction which make such fireworks unsafe for use by any person not specially qualified or trained in the use of fireworks.

“Exempt Fireworks” has the same meaning as in California Health and Safety Code §12508 and means any special item containing pyrotechnic compositions which the State Fire Marshal, with the advice of the State Fire Advisory Board, has investigated and determined to be limited to industrial, commercial or agricultural use, or to religious ceremonies when authorized by a permit granted by the authority having jurisdiction.

“Fire Chief” or “Chief” means the Fire Chief of the City of Placentia or his or her authorized representative.

“Fireworks” has the same meaning as in California Health and Safety Code §12511 and means any device containing chemical elements or chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devices or for entertainment. The term “Fireworks” includes, but is not limited to, devices designated by the manufacturer as fireworks, torpedoes, skyrockets, Roman candles, model rockets, rockets, Daygo bombs, sparklers, chasers, fountains, smoke sparks, aerial bombs and firework kits.

“Firework Kits” has the same meaning as in California Health and Safety Code §12512 and means any assembly of materials or explosive substances, which is designed and intended by the seller to be assembled by the person receiving such material or explosive substance, and that when assembled would come within the definition of fireworks.

“Public Display of Fireworks” means an entertainment feature where the public or a private group is admitted or permitted to view the display or discharge of dangerous fireworks.

“Pyrotechnic Operator” means any licensed pyrotechnic operator who, by examination, experience and training, has demonstrated the required skill and ability in the use and discharge of fireworks as authorized by the license granted.

“Pyrotechnic Special Effects Material” means a low explosive material, other than detonating cord, commonly used in motion picture, television, theatrical or group entertainment productions for which a permit from the chief is required for use or storage.

"Responsible Party" means those person or persons who are responsible for any violation of this Chapter as further set forth in Section §10.74.070.

"Safe and Sane Fireworks" has the same meaning as in California Health and Safety Code §12529 and means any fireworks which do not come within the definition of dangerous fireworks or exempt fireworks.

"Social Host" means a person or persons with a right of possession of the residence or other private property at which illegal fireworks are sold, offered to be sold, possessed, stored, used, ignited or discharged including but not limited to: (a) any owner of the residence or other private property - meaning the record owner of the title to property as of the time of the possession, storage, sale, use, ignition or discharge, wherever that person or entity resides at that time; (b) a tenant or lessee of the residence of other private property at the time when the illegal fireworks are possessed, stored, sold, used, ignited, or discharged; (c) the person(s) in charge of the residence or other private property at the time when illegal fireworks are possessed, stored, sold, used, ignited or discharged; (d) the person(s) who organizes supervises, officiates, conducts or controls the gathering or any other persons(s) accepting responsibility for such gatherings where illegal fireworks are possessed.

§10.74.020 Prohibition

(1) General prohibition. Pursuant to Section 18.04.050 of this Code, no person shall possess, keep, store, use, shoot, discharge, set off, ignite, explode, manufacture, sell, offer to sell, give or transport any fireworks, dangerous fireworks, or safe and sane fireworks, except in a public display pursuant to a permit obtained under the provisions of the Cal. Health and Safety Code §§ 12640 through 12654 and this Chapter.

(2) Manufacturing prohibited. The manufacturing of fireworks, dangerous fireworks, or safe and sane fireworks within the City is prohibited.

(3) Pyrotechnic special effects material. A permit is required to manufacture, compound, store or use pyrotechnic special effects material. Applications for such permits shall be submitted to the Fire Chief and the Chief of Police. A permit shall be granted only to a State Fire Marshall licensed pyrotechnic operator.

§10.74.030 Displays

(1) Permit required. A permit is required to conduct a public display of fireworks. Applications for such permits shall be submitted to the Fire Chief and the Chief of Police no fewer than thirty (30) days prior to the scheduled date of the display. The permit application shall include, at a minimum, a diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged and the fallout zone and areas; details and list of any aerial devices utilized, including shell size and effect; the location of buildings, highways and other lines of communication; the lines behind which the audience will be restrained; and the location of nearby trees, telephone lines

and other overhead obstructions. At the time of permit application, the Fire Chief shall determine the requirements for standby fire apparatus.

(2) Supervision. A public display of fireworks shall be under the direct supervision of a pyrotechnic operator. The pyrotechnic operator shall be responsible for all aspects of a display related to pyrotechnics.

(3) Bond required. The permitee shall furnish a bond and/or certificate of insurance, in the discretion of Risk Management, and in an amount deemed adequate by the Risk Management for the payment of damages which could be caused either to a person or persons or to property by reason of the permitted display and arising from acts of the permitee, agents, employees, or subcontractors. The City shall be named as the beneficiary under any bond and as an additional insured under any required insurance.

§10.74.040 Exceptions

Nothing in this Chapter shall be construed to prohibit the use of fireworks by railroads or other transportation agencies for signal purposes or illumination, or the sale or use of blank cartridges for a show or theater, for signal or ceremonial purposes in athletics or sports, or for use by military organizations.

§10.74.050 Seizure and disposal

(1) The Fire Chief, the Chief of Police and their authorized representatives are authorized to enforce the provisions of this Chapter.

(2) The Fire Chief, the Chief of Police and their authorized representatives shall have the authority to seize, take, and remove any fireworks, dangerous fireworks, and safe and sane fireworks. The Fire Chief, the Chief of Police and their authorized representatives may charge any person whose fireworks are seized pursuant to this section, a reasonable amount which is sufficient to cover the cost of transporting, storing, handling, and disposing of the seized fireworks.

(3) The City and its authorized representatives may utilize the procedures set forth in § 10.74.060 and other remedies legally available to it to enforce this Chapter.

§10.74.060 Penalties

(1) A Responsible Party and/or any person who violates any provision of this Chapter is guilty of a misdemeanor, and upon conviction shall be punished by a fine of not less than $500 nor more than $1,000, by imprisonment in the county jail for a period not exceeding one year, or by both fine and imprisonment.

(2) Upon any second or subsequent conviction of the offense, the Responsible Party and/or person shall be punished by the penalties of a fine of $1,000 and by imprisonment in the county jail for one year.

(3) A Responsible Party and/or person is guilty of a separate offense for each and every day or portion thereof during which he or she commits, continues, or permits a violation of this Chapter.

(4) Nothing in this Chapter shall be intended to limit any of the penalties provided under the California Health and Safety Code or Penal Code with regard to the sale, use, possession, delivery, and/or transportation of dangerous fireworks.

§10.74.070 Responsible Party

(1) Every parent, guardian or other person, having the legal care, custody or control of any person under the age of 18 years, who knows or reasonably should know that a minor is in violation of this Chapter, is also in violation of this Chapter addition to any penalty that may be issued to the offending minor.

(2) Any property owner or person in control of property who has knowledge of a person selling, using, discharging, possessing fireworks, or providing fireworks to a minor on the property owned by such person or under such person's control, shall be in violation of this Chapter.

(3) It is unlawful for any Social Host to allow, by invitation or consent, which consent may be implied given surrounding facts and circumstances such as repeated violations, any violation of this Chapter to occur without first obtaining all required permits and licenses. Such violation subjects any and all Social Host(s) to strict liability for penalties imposed for violation(s) of this section.

(4) A Social Host need not be present at the time illegal fireworks are possessed, stored, sold, used, ignited or discharged for the City to impose penalties. Prior knowledge of the possession, storage, sale, use, ignition or discharge is not a pre-requisite to a finding that any specific individual is a Social Host as defined by this section.

SECTION 2. If any section, subsection, sentence, clause, or phrase of this Ordinance is held invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION 3. This matter is exempt from the California Environmental Quality Act ("CEQA") because it is not a project as defined in CEQA Guidelines section 15378(b)(5) and pursuant to the common sense exemption section 15061(b)(3) since it can be seen with certainty that this action will not have a significant impact on the environment.

SECTION 4. This Ordinance shall take effect thirty (30) days following its adoption.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published as required by law.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on April 21, 2026.

PASSED, APPROVED AND ADOPTED this 5th day of May 2026.

_____
Chad P. Wanke, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the 21st day of April 2026, and was finally adopted at a regular meeting held on the 5th day of May 2026, by the following vote:

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

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

City of Placentia

Fireworks Ordinance
April 21, 2026

Ordinance Summary

- Provides a comprehensive solution for fireworks enforcement and replaces the prior Placentia Municipal Code Section 18.04.150(b) which was repealed in December 2022.

- Provides clear definitions of dangerous fireworks, precursors and safe and sane fireworks.

- Prohibits possession, use, discharge, manufacture, sell, offer to sell, give or transport any fireworks, dangerous fireworks, or safe and sane fireworks within the City of Placentia. Public displays are subject to a permit approval process as outlined in the section.

Ordinance Summary

Violations of this ordinance are classified as a **Misdemeanor**

- First offense carries a penalty of a fine not less than $500, nor more than $1,000, imprisonment in the county jail not exceeding one year, or by both such fine and imprisonment upon conviction.
- Second offense carries a penalty of a $1,000, and by imprisonment in the county jail for one year upon conviction.

Agenda Item No: 3.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: April 21, 2026

Submitted by: Joe Lambert

From: Development Services

Subject:

DISCUSSION REGARDING SHORT-TERM RENTAL REGULATIONS IN THE CITY OF PLACENTIA AND CONSIDERATION OF ORDINANCE NO. O-2026-04, AN ORDINANCE OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING PLACENTIA MUNICIPAL CODE CHAPTER 6.45 RELATED TO SHORT-TERM RENTALS

Financial Impact:

Fiscal Impact:

Potential for approximately $235,000 in revenue annually from Transient Occupancy Tax, based on FY 24-25 actuals.

Summary:

On September 2, 2025, City Council conducted a Study Session to discuss the topic of Short-Term Rentals (STRs) citywide. STRs have been permitted in residential zones citywide since August 2019. Following the Study Session, City Council adopted Urgency Ordinance No. O-2025-07, placing a moratorium on new Short-Term Residential Rental permits for up to 45 days. This moratorium was intended to allow Staff time to analyze and propose additional STR regulations for City Council consideration. Urgency Ordinance No. O-2025-07, was set to expire on October 16, 2025, therefore, Ordinance No. O-2025-10, was adopted by the City Council on October 7, 2025. This ordinance extended the STR moratorium until September 1, 2026, or until the City Council enacts amendments to its zoning ordinances or other applicable Municipal Code regulations, whichever is earlier.

Since extending the moratorium, Staff has worked with the City Council select Committee to suggest amendments to the STR regulations. Ordinance No. O-2026-04, incorporates amendments to the citywide STR regulations. The moratorium would be repealed upon the effective date of this Ordinance.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Receive the Staff report; and
2. Conduct discussion regarding Short-Term Rental regulations in the City of Placentia; and
3. Find that Ordinance No. O-2026-04 is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3) and/or 15061(b)(3) of the State CEQA Guidelines; and
4. Consider first reading of Ordinance No. O-2026-04, an Ordinance of the City of

Placentia, California, amending Placentia Municipal Code Chapter 6.45 related to Short-Term Rentals.

Strategic Plan Statement:
This item is consistent with Strategic Goal 4 (Economic Development), as this item has directly resulted in generating approximately $235,000 in Transient Occupancy Tax (TOT) in FY24-25, additive to revenues collected for four additional Fiscal Years beginning in FY20-21.

Discussion:
On September 2, 2025, City Council conducted a Study Session to discuss the topic of Short-Term Rentals (STRs) citywide, and City Council received an optional Staff recommendation to adopt an Urgency Ordinance placing a moratorium on new Short-Term Residential Rental permits. Subsequent to conducting the Study Session, City Council adopted Urgency Ordinance No. O-2025-07, placing a moratorium on new Short-Term Rental (residential) permits for up to 45 days from September 2, 2025, as provided by law. This was done to allow Staff time to analyze and propose additional STR regulations for City Council consideration.

Urgency Ordinance No. O-2025-07, was set to expire on October 16, 2025, therefore, at the meeting of October 7, 2025, Ordinance No. O-2025-10, was adopted by the City Council which extended the STR moratorium until September 1, 2026, or until the City Council enacts amendments to its zoning ordinances or other applicable Municipal Code regulations, whichever is earlier.

On October 7, 2025, City Council also created a temporary select Committee of (now) Mayor Wanke and Councilmember Hummer to work with Staff in reviewing additional amendments to the STR ordinance. Staff has worked with the Committee to incorporate the following amendments to the draft Ordinance:

- Define Partial-unit STR
- Cap on total STRs, 0.5% of 16,979 Placentia housing units = 85 total STRs (to be determined annually)
- Partial unit STRs do not count toward the cap
- Prohibit STRs in apartment complexes
- Require site plan, floor plan
- Require inspection by Building Division and Fire and Life Safety, initially and annually
- 300-foot radius locational requirement between STRs, previously was not a requirement
- 300-foot radius measured from property line for single-family and using airspace boundaries for condominiums
- Renewals require staff to confirm continued compliance with STR regulations including distance requirements
- Requiring a local contact person for immediate PD, PFLSD, Code Enforcement contact
- Persons renting must be 21 years of age or over
- No more than 10 occupants per stay
- Minimum stay of two consecutive nights
- Appeal of Director of Development Services STR denial/revocation goes directly to City Council
- First violation $250 fine in lieu of a warning
- Require hosting platforms to report to the City TOT certification, records of reservations, etc.

Attached Ordinance No. O-2026-04, incorporates all of the above potential amendments to the

Placentia Municipal Code, Chapter 6.45, related to Short-Term Rentals. Staff recommends that City Council conduct first reading of Ordinance No. O-2026-04. If this occurs, second reading and adoption would occur at the next regular meeting of the City Council. The current moratorium would be repealed upon the effective date of this Ordinance, which is 30 days after adoption.

Attachments

1. Ordinance No. O-2026-04 Short-Term Rentals
2. O-2026-04 STR Ordinance.pptx

ORDINANCE NO. O-2026-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, AMENDING CHAPTER 6.45 (SHORT-TERM RESIDENTIAL RENTALS) OF THE CITY OF PLACENTIA MUNICIPAL CODE

City Attorney Summary

This Ordinance would amend Chapter 6.45 to the City of Placentia Municipal Code to providing clearer directions in the regulation of Short-Term Rentals.

WHEREAS, on July 23, 2019, the City Council of the City of Placentia ("City") adopted Ordinance No. O-2019-06 ("Ordinance") adding Chapters 6.45 and 23.71 to the Placentia Municipal Code providing for regulations of short-term rentals; and

WHEREAS, the adoption of the Ordinance allowed the City to regulate properties to ensure that all short-term rentals are accounted for in City records, and that no property operating as a short-term rental creates adverse impacts to surrounding residential neighborhoods; and

WHEREAS, since the adoption of the Ordinance, there have been a few issues with some of the short-term rentals; and

WHEREAS, due to issues that have arisen with short-term rentals, on September 2, 2025, the City adopted Ordinance No. O-2025-07, an Urgency Ordinance Establishing a Moratorium on Short-Term Rental Permits, to allow for City staff to study if additional regulations were needed in connection with short-term rentals; and

WHEREAS, on October 7, 2025, the City adopted Ordinance No. 2025-10 extending the moratorium until September 1, 2026; and

WHEREAS, it is in the public interest that short-term rental uses be regulated in order to help preserve housing for long-term tenants and to minimize any potential deleterious effects of short-term rental properties on other properties in the surrounding neighborhoods in which they are located; and

WHEREAS, this Ordinance amends the existing Chapter 6.45 to establish additional regulations and safeguards for the operation of short-term rentals; and

WHEREAS, this Ordinance also provides for the ability of the City to require the hosting platforms to provide for requested information as allowed under SB 346; and

WHEREAS, upon the effective date of this Ordinance, the moratorium established under Ordinance No. 2025-07 and extended by Ordinance No. 2025-10, is terminated.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES ORDAIN AS FOLLOWS:

SECTION 1. The Recitals set forth above are hereby adopted as the findings of the City Council in connection with the adoption of this Ordinance.

SECTION 2. Section 6.45.020, Short-term residential rental, definitions, of the Placentia Municipal Code is hereby amended as follows:

6.45.020 Short-term residential rental, definitions.

The following words and phrases, whenever used in this Chapter, shall have the meaning defined in this Section unless the context clearly requires otherwise:

"Advertise" means the act of drawing the public's attention to a short-term rental in order to promote the availability of the residence for use as a short-term rental. Said advertising may be found in any medium, including but not limited to, newspaper, magazine, brochure, website, or mobile application.

"Booking Service" means any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between an Owner and a prospective Occupant, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the short-term rental transaction.

"City" means the City of Placentia.

"Code" means the Placentia Municipal Code.

"Common Interest Development" means a residential development that is subject to the Davis-Stirling Act of the State of California, and where there exists a common area owned by an association or owners of separate interests, there has been recorded a declaration and final subdivision map, there has been conveyed to each homeowner a separate interest coupled with an interest in the common area or membership in the association, and there is a board of directors elected by the association of homeowners.

"Good Neighbor Brochure" means a document prepared by the City, as may be revised from time to time, that summarizes the general rules of conduct, consideration and respect pertaining to the use and occupancy of the short-term rental units.

"Hosting Platform" means a person or entity that participates in the short-term rental business by providing, and collecting or receiving a fee for, Booking Services through which an Owner may offer premises for an occupant on a short-term basis. Hosting Platforms usually, though not necessarily, provide Booking Services through an online platform that allows an Owner to advertise the premises through a website provided by the Hosting Platform and the Hosting Platform conducts a transaction by which potential

occupants arrange their use and their payment, whether the would-be occupant pays rent directly to the Owner or to the Hosting Platform. Hosting Platform also means a marketplace that is created for the primary purpose of facilitating the short-term rental of a residential unit offered for occupancy for tourist or transient use for compensation to the offeror of that unit, and the operator of the hosting platform derives revenues, including booking fees or advertising revenues, from providing or maintaining that marketplace. “Facilitating” includes, but is not limited to, the act of allowing the offeror of the residential unit to offer or advertise the residential unit on the Internet Web site provided or maintained by the operator.

"Local contact person" means the person designated by the Owner, or Owner's authorized agent, who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (1) responding within one (1) hour to complaints regarding the condition, operation, or conduct of occupants of the Short-term residential rental unit; and (2) taking any remedial action necessary to resolve any such complaints.

"Managing agency or agent" means a person, firm, or agency representing the Owner of the Short-term residential rental, or a person, firm, or agency owning or operating more than one (1) Short-term residential rental.

"Master Association" means any entity which has written and valid contractual jurisdiction and authority to act on behalf of common interest developments and to exclusively manage all Short-term residential rentals within that entire common interest development, as defined in this Section 6.45.020, and development and promptly respond in the event of Short-term residential rental violations or problems.

"Multiple Rentals" means the ownership or controlling interest of any number of real properties in excess of one residential property in the City used for purposes of Short-term residential rentals as defined in this Chapter 6.45.

"Occupant” means any individual person living, sleeping or possessing a building, or portion thereof. A person is not required to be paying rent, providing in-kind services, or name in any lease, contract or other legal document to be considered an occupant.
"Owner" means any person or entity having fee-title ownership and/or appearing on the last equalized assessment roll of Orange County showing controlling interest of the Premises.

"Owner's authorized agent," or "manager," or "managing agency" means an individual or business entity, or their representative, appointed by an Owner to solicit applications, execute agreements, or otherwise act on Owner's behalf in the rental of property as a Short-term residential rental.

"Partial-unit short-term residential rental" means the rental of a bedroom, room, or portion of a dwelling unit while other portions of the dwelling remain occupied by the owner, tenant, or other persons.

"Premises" means the actual single-family house or other residential dwelling unit, including all of its improved real property, which is used as a Short-term residential rental.

"Responsible person" means the signatory of a short-term rental agreement for the use and occupancy of a short-term rental unit, who shall be an occupant of the subject short-term rental unit, and is legally responsible for ensuring that all occupants of the short-term rental unit, and/or their guests, comply with all applicable laws, rules and regulations pertaining to the use and occupancy of subject short-term rental unit, and who may be held liable for any violation of all applicable laws, rules and regulations set forth in this Chapter.

"Short-term residential rental" means the rental of a residential dwelling unit by the Owner thereof to another party for a continuous period twenty-nine (29) days or less, in exchange for any form of monetary or non-monetary consideration such as, but not limited to, trade, fee, swap or any other in lieu of cash payment; and also means "Hotel" as that term is defined in section 3.20.10 of the Municipal Code.

"Transient occupancy tax" means the tax levied by the City in accordance with Chapter 3.20 of the Municipal Code. This tax is levied upon individuals or businesses engaged in the sale of sleeping accommodations to the public.

SECTION 3. Section 6.45.030, Locations and Conditions of operations of Short-term residential rentals, of the Placentia Municipal Code is hereby amended as follows:

6.45.030 Locations and Conditions of operations of Short-term residential rentals.

(a) Pursuant to this Chapter and any other applicable provisions of this Code, short-term residential rentals are permitted in those zones identified in Chapter 23.71 only if the requirements of this Chapter are met.

(b) The requirements of this Chapter shall be met before a Short-term residential rental of a premises is permitted.

(c) Pursuant to this Chapter and any other applicable provisions of this Code, multiple rentals under one Short-term Residential Rental permit are prohibited. Each Short-term Residential Rental shall require a unique permit and business license.

(d) Notwithstanding any provisions in this Chapter to the contrary, Short-term residential rentals shall be permitted pursuant to business licenses and Short-term residential rental permits issued by the City in any new development containing at least ten (10) residential units, unless the City Council expressly prohibits Short-term Residential Rentals in a Development Agreement or as a condition in a Use Permit.

(e) The total number of short-term residential rental operating permits issued by the City shall not exceed approximately one-half percent (0.5%) of the total housing units within the City, as determined annually by the Director of Development Services, or designee~~Development Services Department.~~ No additional permits shall be issued once the cap has been reached, except for timely renewals. Partial-Units shall not count toward the total operating permits.

(f) Short-term residential rentals shall not be permitted in apartment buildings or other residential developments where dwelling units are not individually owned.

SECTION 4. Section 6.45.050, Registration, of the Placentia Municipal Code is hereby amended as follows:

6.45.050 Registration.

(a) On a written form prepared by the Director of Development Services or his/her designee, of the City, the Owner shall register with the City as the point of contact for the Short-term Residential Rental Premises and shall be responsible for all requirements of this Chapter. However, such registration is deemed satisfied if accomplished by a Managing agency or agent on behalf of the Owner. The Owner of the Premises shall retain primary responsibility for all requirements of this Code related to Short-term residential rentals, notwithstanding registration by a Managing agency or agent. There shall be no subleasing of any Premises for Short-term residential rental purposes; instead, only a rental agreement executed by the Owner shall be permitted for any Premises when used for Short-term residential rentals. A fee may be established by resolution of the City Council to cover costs of processing the registration. Either the Owner of the Premises or a Managing agency or agent shall provide all of the following information to the City at the time of registration, and shall promptly upon change of any such information update such information to maintain accuracy:

(1) Full legal name of the Owner of the Premises and if a business entity or trust, the individual who has responsibility to oversee its ownership of the Premises; and
(2) Street and mailing addresses of the Owner of the Premises; and
(3) Telephone number of the Owner of the Premises; and
(4) Email address of the Owner of the Premises; and
(5) Full legal name or business name of a Managing agency or agent, if any; and
(6) Street and mailing addresses of a Managing agency or agent, if any; and
(7) Telephone number of a Managing agency or agent, if any; and
(8) Street and mailing addresses of the Short-term residential rental Premises; and
(9) Telephone number of the Short-term residential rental Premises; and
(10) List of all online websites used to advertise Premises for Short-term residential rental along with all listing numbers; and
(11) Full name and telephone number of 24-hour emergency Local contact person; and
(12) A site plan of the property and floor plan of the dwelling to be used for short-term rental which indicates the number and location of bedrooms in the short-term vacation rental unit; and
(13) A sketch of the floor plan, which identifies sleeping areas, proposed maximum number of guests, evacuation route(s), location of fire extinguisher(s), and approximate square footage in the vacation rental unit; and
~~(12)~~(14) Submit a Transit Occupancy Tax (TOT) registration fee as set by resolution of the Placentia City Council; and
~~(13)~~(15) Submit a Short-term residential rental registration fee as set by resolution of

the Placentia City Council; and

~~(14)~~(16) Any other contact information the City may reasonably require.

~~(15)~~(17) Provide the Uniform Resource Locator (URL), (i.e. the web site address) for any and all advertisements of the short-term residential rental.

~~(16)~~(18) Proof of insurance.

(b) Prior to issuance or renewal of a short-term residential rental operating permit, the Premises shall undergo and pass a Building Division inspection and a Fire Department life-safety inspection. The Owner shall be responsible for all associated inspection fees. Failure to pass inspection shall constitute grounds for denial or non-renewal.

(c) The site plan and floor plan shall be submitted in a form acceptable to the Director of Development Services, identifying: (1) all on-site parking spaces; (2) the number and location of bedrooms; and (3) all areas accessible to occupants. The site plan and floor plan shall be kept on file with the City and made available to public safety personnel upon request.

(~~b~~d) A current business license, TOT registration and Good Neighbor Brochure shall be hung and/or placed in a conspicuous location within the Premises at all times of the Short-term residential rental business operation. In addition, each Responsible person for the Premises shall be provided with a copy of the City's Good Neighbor Brochure by the Owner or Managing agency or agent.

(~~c~~e) The Owner or Managing agency or agent shall provide language in their rental agreement allowing for immediate termination of the rental contract, and immediate eviction upon any violation of the Municipal Code by any occupant. The Responsible person shall acknowledge understanding of all Placentia Short-term residential rental rules and their liability for any fines incurred by occupants.

(~~d~~f) Upon successful registration, the City may issue a short-term residential rental operating permit to the owner of the Premises on a first in time and first in right basis. Notwithstanding any provisions of this Code to the contrary, the City reserves the right to deny a short-term residential rental permit to an applicant if it is determined that the geographic area of the subject property is within a 300-foot radius of another registered short-term rental. ~~the Premises being considered for registration has an overconcentration of short-term residential rental uses.~~

(1) The 300-foot shall be measured as a lineal distance from the nearest property line to property line for single-family lots.

(2) For properties located within condominium projects or townhome developments, the separation distance shall be measured from the nearest exterior boundaries of the dwelling units.

(g) Renewal of a short-term residential rental operating permit shall require Planning Division review to confirm continued compliance with this Chapter, the Zoning Code, spacing requirements, and any conditions of approval applied to the previous permit term.

SECTION 5. Section 6.45.060, Personal Availability, of the Placentia Municipal Code is hereby amended as follows:

6.45.060 Personal availability.

(a) For each Short-term residential rental, a Local contact person shall be available by telephone on a seven (7) day per week, twenty-four (24) hour per day basis to respond to public safety calls, nuisances, or other complaints regarding the use, condition, operation, or conduct of occupants on the Premises. The Local contact person shall respond within one (1) hour to satisfactorily correct any alleged nuisance or violation of this Chapter by occupants occurring at the Premises. If the Local contact person does not respond within one (1) hour or does not satisfactorily correct the alleged nuisance or violation pertaining to the call, the Owner shall be subject to citation pursuant to Section 6.45.170 of this Code.

(b) The Local contact person shall be physically present within the geographical limits of the City during the term of the Short-term residential rental or be otherwise physically available to respond by visiting the Premises in person, at the request of the City or the City's police authority, within one (1) hour of contact concerning any alleged nuisance or violation of this Chapter.

(c) The Owner or Managing agency or agent hereby grants permission for local authorities, including but not limited to the Police Department, Code Enforcement, and Fire Department, to contact the designated Local Contact Person at any time for the purpose of responding to complaints, violations, or issues related to the short-term residential rental.

SECTION 6. Section 6.45.070, Notice to occupants, of the Placentia Municipal Code is hereby amended as follows:

6.45.070 Notice to occupants.

The Owner or Managing agency or agent shall provide the Responsible person of a Short-term residential rental with the following information prior to occupancy of the Premises and shall post such information in a conspicuous place within the dwelling on the premises:

(a) The name of the Owner or Managing agency or agent and a telephone number at which each may be reached on a seven (7) day per week, twenty-four (24) hour per day basis; and

(b) Notification of the maximum number of overnight and daytime occupants permitted on the Premises pursuant to this Chapter; and

(c) Notification of the City's noise standards, as provided in Chapter 23.76 of this Code, as may be amended from time to time; and

(d) Notification of the parking standards of this Chapter; and

(e) A copy of this Chapter of the Placentia Municipal Code, as may be amended from time to time; and

(f) Notification that an occupant may be cited or fined by the City, in addition to any other remedies available at law, for violating any provisions of this Chapter; and

(g) A copy of the "Good Neighbor Brochure"; and

(h) The Owner or Managing agency or agent shall keep on file a signed agreement acknowledging that the Responsible person and occupants agree to the general rules summarized in the Good Neighbor Brochure and rental contract, including without limitation the immediate termination provision in the rental contract for any violation of the Municipal Code by any occupant; and.

(i) The Responsible person signing the rental agreement shall be at least twenty-one (21) years of age and shall remain present at the Premises for the duration of the short-term residential rental.

SECTION 7. Section 6.45.120, Occupancy, of the Placentia Municipal Code is hereby amended as follows:

6.45.120 Occupancy.

The maximum overnight occupancy on the Premises of the Short-term residential rental, from the hours of 11:00 p.m. through 6:00 a.m. on the following morning, shall not exceed two (2) persons per bedroom with an exception for children under the age of six (6) who may additionally occupy the premises, and no additional occupants shall be permitted on the Premises during such hours. Notwithstanding the foregoing, the total number of overnight occupants shall not exceed ten (10) persons. In any advertising concerning the Premises for Short-term residential rental, the Owner or Managing agency or agent shall advertise the maximum number of overnight occupants allowed as set forth above.

SECTION 8. Section 6.45.140, Minimum duration of rental, of the Placentia Municipal Code is hereby amended as follows:

6.45.140 Minimum duration of rental.

The duration of any lease or rental of Premises as a Short-term residential rental registered pursuant to Sections 6.45.040 and 6.45.050 of this Code shall be for a minimum of two (2) consecutive nights,~~one (1) night and two (2) consecutive days~~ during which time there shall be no overlapping leases or rental of the Premises. In any advertising concerning the availability of the Premises for Short-term residential rental, the Owner or Managing agency or agent shall advertise the minimum number of rental nights and days set forth in this subsection.

SECTION 9. Section 6.45.160, Revocation of Short-term residential rental permit and business license, of the Placentia Municipal Code is hereby amended as follows:

6.45.160 Revocation of Short-term residential rental permit and business license.

(a) Grounds for Revocation. In addition to any other penalty authorized by law, a permit and business license for a Short-term residential rental may be revoked by the City if the Director of Development Services finds, after notice to the licensee and opportunity to be heard, that the licensee or his or her agent or employee has violated, or failed to fulfill, the requirements of this Chapter or this Code,

The Director of Development Services, or designee, shall immediately revoke all rental permits from the Owner and Managing agency or agent upon three (3) violations of this Chapter pertaining to any combination of Premises owned by the Owner or managed by the Owner's Managing agency or agent within the City within any twelve (12) month period.

(b) Appeal from denial, suspension or revocation of a business license for Short-term residential rental. Any applicant for a business license for the business of Short-term residential rentals whose application was denied by the Director of Development Services, and any licensee whose business license for a Short-term residential rental is suspended or revoked by the Director of Development Services, may, within ten (10) days following such decision, appeal such decision to the ~~Planning Commission~~City Council, in which event the decision of the Director of Development Services shall be vacated and the ~~Planning Commission~~City Council shall determine whether to affirm, reverse, or modify the decision of the Director of Development Services in accordance with the requirements for Short-term residential rentals set forth in this Chapter. The letter of appeal shall be accompanied by a processing fee as established by City Council Resolution. The letter shall be filed with the City Clerk's office. At least fourteen (14) days prior to the ~~Planning Commission~~City Council's meeting to consider the appeal of the applicant or licensee, the ~~Director of Development Services,~~ City Clerk, ~~or authorized designee,~~ shall send, by United States mail, certified, return receipt requested, written notice to the applicant or licensee of the time and place at which the ~~Planning Commission~~City Council will consider the application, suspension or revocation~~,~~. At the time of the City Council meeting~~and~~ the applicant or licensee shall be provided an opportunity to be heard by the ~~Planning Commission~~City Council prior to its decision being made. ~~Subject to any appeal of the City Council as hereinafter permitted, t~~The decision of the ~~Planning Commission~~City Council shall be final, and the City Clerk ~~or designee~~ shall notify the applicant or licensee, as applicable, in writing of the decision of the ~~Planning Commission~~City Council. ~~If the Planning Commission affirms the decision of the Director of Development Services denying an application or suspending or revoking a license, the applicant or licensee shall have the right to appeal the decision of the Planning Commission to the City Council in accordance with the provisions of Section 23.87 of this Code, as amended from time to time. The decision of the Planning Commission shall not be vacated during the pendency of any appeal to the City Council.~~

SECTION 10. Section 6.45.170, Administrative citation, of the Placentia Municipal Code is hereby amended as follows:

6.45.170 Administrative citation/Reporting.

(a) The City, may issue an administrative citation to any occupant, invitee, renter, lessee or Owner of the Premises, or Managing agency or agent, and/or Hosting Platform for a violation of any provision of this Chapter.

(b) All complaints against a Short-term residential rental for any violation of this Code may be handled by the City on a 24-hour basis. Any police report where the City's police authority has concluded that a violation of this Chapter has occurred, may be submitted to the City's Code Enforcement ~~Department~~ Division for review, processing and issuance of an administrative citation. Each and every day, or portion thereof, that a violation of this Chapter exists constitutes a separate and distinct violation for which an administrative citation may be issued. Such an administrative citation shall be issued, notice given, and any appeals heard by the processes and in the manner prescribed by Sections 8.06.010 through 8.06.180 of this Code, as amended from time to time.

(c) In addition or in the alternative, any violation of this Chapter may constitute a misdemeanor which may be subject to the maximum punishment therefor as allowed by law.

~~(d) Responsible person **(renter):**~~

~~The City may issue and the responsible person for each Short-term residential rental may receive an administrative citation for any violation of this Chapter 6.45, or any other provision of this Code which is violated during a Short-term residential rental including, without limitation, the City's noise ordinance, as follows:~~

~~First violation — Warning by City authority;~~

~~Second violation within any thirty (30) day period - $500 fine;~~

~~Third and subsequent violations within any thirty(30) day period - $1,000 fine for each violation.~~

(~~e~~d) Owner. The City may issue ~~and the Owner may receive~~ an administrative citation to the Owner for any violation of this Chapter 6.45, or any other provision of this Code which is violated during a Short-term residential rental including, without limitation, the City's noise ordinance, by the Owner or Short-term residential rental occupant, as follows:

(1) First violation – ~~Warning by City~~$250 administrative fine;

(2) Second and subsequent violations within any twelve (12) month period, other than operating without a business license or Short-term residential rental permit — $500 fine for each violation, and permanent revocation of business license and Short-term residential rental permit;

(3) Second violation of operating without a business license or Short-term residential rental permit and permanent prohibition against receipt of a business license and Short-term residential rental permit — $1,000 fine.

(4) Violations for operating without a business license or Short-term Residential Rental Permit shall be cited and enforced pursuant to Chapter **6.04** and/or Chapter **1.08**, accordingly.

(~~f~~e) Hosting Platform.

(1) Subject to applicable laws, Hosting Platforms and Booking Services operating within the City shall, upon written request by the City:

(i) Report to the City the property address, owner identification, local STR license number, and TOT certification for each listing within the City;
(ii) Submit quarterly reports of all reservations, including duration and amounts collected;
(iii) Maintain records for three (3) years and provide such records to the City upon request for verification of TOT remittance.

(2) The City may issue and the Hosting Platform may receive an administrative citation for failure to report or for each violation of Section 6.45.210 of this Chapter.

(~~1~~i) Each and every violation -- $1,000 fine per violation per day.

SECTION 11. CEQA. This Ordinance does not commit the City to any action that may have a significant effect on the environment. As a result, such action is exempt from California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) in that it can be seen with certainty that the adoption of this Ordinance will not have a significant impact on the environment.

SECTION 12. SEVERABILITY. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance, which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are hereby declared to be severable, This Ordinance amends, adds to and deletes (as applicable) sections of the Placentia Municipal Code.

SECTION 13. EFFECTIVE DATE. This Ordinance shall take effect and be in force 30 days after passage.

SECTION 14. PUBLICATION. The City Clerk is directed to publish this Ordinance, full text or summary form, in the manner and in the time prescribed by law.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on April 21, 2026.

PASSED, APPROVED AND ADOPTED this 5th day of May 2026.

_____
Chad P. Wanke, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the 21st day of April 2026, and was finally adopted at a regular meeting held on the 5th day of May 2026, by the following vote:

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

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

City of Placentia

Short-Term Rentals

City Council
April 21, 2026

Background

September 2025:

- City Council conducted a Study Session and considered STR concerns
- Adopted urgency ordinance establishing a **moratorium** on new STR permits

October 2025:

- Moratorium extended for up to one year from September 2026 to allow:
  - Additional research
  - Development of updated regulations
- Ad Hoc Committee formed to evaluate potential changes

Current Regulations

Application Requirements

- Registration
- General commercial liability insurance
- HOA authorization (If applicable)
- Grant deed (If applicable)

Eligibility

- 300-foot separation (at staff's discretion)
- No outstanding code violations
- Must be in a permitted Zone (PMC § 23.71)

Proposed Regulations

- Registration: **Site Plan + Floor Plan + Inspections** required
- Cap total STRs at **~0.5% of housing stock**
  - Partial-unit STRs not counted towards the cap.
- STRs **prohibited** in apartments / non-owned units.
- 300-foot separation requirement:
  - No longer at discretion (**hard separation**)
    - Single-family: Measured as lineal distance from the nearest property line to property line
    - Condominiums/townhomes: Measured from exterior boundaries of the dwelling units for condominium
    - Renewals require staff to confirm compliance with STR regulations including distance requirements
- New **occupancy cap (10 persons max)**
- Minimum stay of two consecutive nights
- Responsible person must be **21+**
  - Need to identify a local contact 24 hours a day for City Code Enforcement, PD, PFLSD
- Stricter enforcement and updated citation structure
  - First violation: **$250 fine in lieu of a warning**
- Require hosting platforms to report to the City TOT certification, records of reservations, etc.
- Appeal of Director of Development Services STR denial/revocation goes directly to City Council

Questions