



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

KEVIN KIRWIN
Mayor
District 2

CHAD P. WANKE
Mayor Pro Tem
District 4

THOMAS HUMMER
Councilmember
District 1

WARD L. SMITH
Councilmember
District 5

JEREMY B. YAMAGUCHI
Councilmember
District 3

Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Jennifer Lampman
City Administrator

Christian L. Bettenhausen
City Attorney

**AGENDA
July 15, 2025**

**Council Chambers
401 E Chapman Ave.
Placentia, CA 92870**

Phone: (714) 993-8117

**Email: administration@placentia.org
www.placentia.org**

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

Study Sessions are open to the public and held in the City Council Chambers or City Hall Community Room. 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
July 15, 2025
5:00 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL:

**Councilmember/Board Member Hummer
Councilmember/Board Member Smith
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Wanke
Mayor/Board Chair Kirwin**

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

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.

Pursuant to Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representatives: Jennifer Lampman, City Administrator

Alice Burnett, Director of Human Resources

Employee Organizations:

Placentia City Employees Association (PCEA)

Placentia Firefighters Association (PFA)

Placentia Fire Management Association (PFMA)

Placentia Police Management Association (PPMA)

Placentia Police Officers Association (PPOA)

Unrepresented Employees

Pursuant to Government Code Section 54957(b)(1):

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Administrator

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

**PLACENTIA CITY COUNCIL
REGULAR MEETING AGENDA
July 15, 2025
7:00 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL:

Councilmember/Board Member Hummer
Councilmember/Board Member Smith
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Wanke
Mayor/Board Chair Kirwin

INVOCATION: Chaplain Charles Frost

PLEDGE OF ALLEGIANCE: Nancy Buck, Senior Community Services

PRESENTATIONS:

Proclamation of July 2025 as Parks and Recreation Month

Presenters: Mayor Kirwin and City Council

Recipient: Lydie Gutfeld, Director of Community Services Department

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 (1.a. to 1.j):

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

Fiscal Impact:

None.

Recommended Action: It is recommended that the City Council:

Approve.

1.b Registers for July 15, 2025

Check Register

Fiscal Impact: \$ 562,774.41

Electronic Disbursement Register

Fiscal Impact: \$ 1,358,777.50

1.c Adopt Investment Resolution adopting the Annual Statement of Investment Policy for Fiscal Year 2025-26

Fiscal Impact:

None.

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

1. Adopt Resolution No. R-2025-39, a Resolution of the City Council of the City of Placentia, California, adopting the annual Statement of Investment Policy for the Fiscal Year 2025-26.

1.d Approval of Final Tract Map No. 19300 for the Subdivision of an Approximate 4.954-Acre Site with 140 Residential Townhome Condominium Units Located on Four Parcels at 440 N. Jefferson Street.

Fiscal Impact:

Approximately \$2,600,000 in Development Impact Fees.

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

1. Approve Final Tract Map No. 19300, subject to final review and approval by the County Surveyor; and
2. Accept the offers of easement dedication for emergency access, and accept the easement dedications for Public Roadway and Utility Improvements; and
3. Authorize the Mayor and City Clerk to execute a Subdivision Improvement Agreement, in a form approved by the City Attorney for public improvements associated with Final Tract Map 19300; and
4. Authorize the City Clerk to sign Final Tract Map No. 19300.

1.e Approval of the Updated Sewer System Management Plan

Fiscal Impact:

None.

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

1. Approve the City's Sewer System Management Plan update as required by the State Water Resources Control Board; and
2. Direct Staff to submit the Sewer System Management Plan to the State Water Resources Control Board.

1.f Second Reading and Adoption of Ordinance No. O-2025-05, amending development standards and regulatory requirements in Title 23 ("Zoning") of the Placentia

[Municipal Code relating to Accessory Dwelling Units and Junior Accessory Dwelling Units to be in compliance with State law \(Zoning Code Amendment No. ZCA 2025-01\)](#)

Fiscal Impact:

None.

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

1. Waive full reading, by title only, and adopt Ordinance No. O-2025-05, 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.

- 1.g [Second Reading and Adoption of Ordinance No. O-2025-06, amending development standards and regulatory requirements in Title 22 \(“Subdivisions”\) and Title 23 \(“Zoning”\) of the Placentia Municipal Code relating to Two-Unit housing developments and Urban Lot Splits, in accordance with State Law \(Zoning Code Amendment No. ZCA 2025-02\)](#)

Fiscal Impact:

None.

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

1. Waive full reading, by title only, and adopt Ordinance No. O-2025-06, An Ordinance of the City Council of the City of Placentia, California, amending Chapter 22.80 (Urban Lot Splits), Chapter 23.13 (Two-Unit Housing) and Chapter 23.81 (General Regulations and Exceptions) of the Placentia Municipal Code in accordance with State law.

- 1.h [Amendment No. 3 to Expand the Scope of Work and Budget for the Maintenance Services Agreement with Team One Management Inc. for Park Restroom Janitorial Services](#)

Fiscal Impact:

Community Services Budget: \$87,297

Community Services Contingency: \$8,729.70

Community Services Total Budget:\$96,026.70

Public Works Budget: \$37,760

Public Works Contingency: \$3,776

Public Works Total Budget:\$41,536

Not-to-Exceed Amount: \$137,562.70

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

1. Approve Amendment No. 3 to the Maintenance Services Agreement with Team One Management Inc. for Park Restroom Janitorial Services with an extended scope of work and additional budget for year 2 of the original Amendment No. 2 term contract for a not-to-exceed amount of \$137,562.70 per year; and
2. Authorize the City Administrator to approve contract change orders up to the

- 10% cumulative contract not-to-exceed of \$12,505.70; and
3. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

1.i [Approval of the License Agreement with Higher Ground Youth and Family Services for Teen Programming and Counseling and Therapy Services for Individual, Family and Group Sessions at the Teen Center in Kraemer Park](#)

Fiscal Impact:

Expense: \$0

Revenue: \$1 FY25-26

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

1. Approve a one (1) year License Agreement with Higher Ground Youth and Family Services for teen programming, counseling and therapy services from the date that the agreement is fully executed with a \$1 per year payment due September 1, 2025.
2. Authorize the City Administrator and/or her designee to execute the necessary documents, in a form approved by the City Attorney.

1.j [Approval of Memorandum of Understanding with the Placentia Community Foundation to provide non-profit status for tax-deductible donations for the Centennial Celebration Year.](#)

Fiscal Impact:

There are no financials for this Memorandum of Understanding with the Placentia Community Foundation.

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

1. Approve the Memorandum of Understanding between the City of Placentia and the Placentia Community Foundation and authorize the City Administrator and/or her designee to execute the agreement, in a form approved by the City Attorney.

2. PUBLIC HEARING:

2.a [Public Hearing on Annual Solid Waste Handling Services Rates Adjustment and Related Resolutions for Fiscal Year 2025-26](#)

Fiscal Impact:

Increased revenue of \$30,224.57

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

1. Open the public hearing concerning the solid waste handling services, rate adjustment and related resolutions for Fiscal Year 2025-26; and
2. Receive the staff report, consider all public testimony, ask questions of staff; and
3. Close the public hearing and direct the City Clerk to tabulate the written

- protests and report the results of the tabulation to the City Council; and
4. Adopt Resolution No. R-2025-37, approving the amended fee schedule for solid waste handling services for Fiscal Year 2025-26; and
 5. Adopt Resolution No. R-2025-38, authorizing and determining residential solid waste handling service charges and directing placement thereof on the Orange County property tax rolls for Fiscal Year 2025-26; and
 6. Approve Amendment No. 16 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services between the City of Placentia and Republic Waste Services of Southern California, LLC; and
 7. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

3. REGULAR AGENDA:

3.a [2025 Sewer Cost Recovery Fee Rate Study and Resolution Setting the Public Hearing](#)

Fiscal Impact:

Expense: \$5,000 Mailing Expense

Budgeted: \$5,000 FY 2025-26 Operating Budget Sewer Maintenance Fund

There is no immediate fiscal impact associated with this Study Session. Based upon City Council policy direction, Staff will finalize any proposed sewer rate cost recovery adjustments and return to the City Council at a later date to initiate the public hearing and the Proposition 218 process.

Recommended Action:

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

1. Receive and file the Staff report and presentation; and
2. Ask any questions of Staff; and
3. Adopt Resolution No. R-2025-40, a Resolution of the City Council of the City of Placentia, California, declaring its intention to adopt increased sanitary sewer system service fees, setting a public hearing for October 7, 2025, and directing Staff to provide notice pursuant to Proposition 218; and
4. Adopt Resolution No. R-2025-41, a Resolution of the City Council of the City of Placentia, California, adopting procedures for establishing and increasing property related fees and charges under Proposition 218.

3.b [Event Fee Waiver Request Pertaining to the operation of the Placentia Community Chorus and their rehearsals at the Backs Community Center for Fiscal Year 25-26.](#)

Fiscal Impact:

Facility Use Fees: \$ 6,233

Damage Deposit: \$ 180

Staff Cost revenue: \$ (1,600)

Total Fiscal Impact: \$ 6,413

Though this shows as a fiscal impact of \$6,413.00, the recommended reservation dates and times are not high use and not likely to be requested for rental by the public. The expenditure for Staff is fully reimbursed.

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

1. Approve a facility rental/use agreement with the Placentia Community Chorus to host their rehearsals at the Backs Community Center located within Kraemer Memorial Park; and
2. Approve Staff recommendation to waive facility use/rental, damage deposit, and fees for the use of Backs Community Center and not Staff costs or the associated with the operation of the rental; and
3. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

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

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, September 2, 2025 at 5:00 p.m.

CERTIFICATION OF POSTING

I, Nancy Albitre-Seely, Interim 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 July 15, 2025, meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on July 10, 2025.

Nancy Albitre-Seely, Interim Deputy City Clerk



PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: July 15, 2025

Submitted by: Nancy Albitre-Seely

From: City Attorney's Office

Subject:

Pursuant to Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representatives: Jennifer Lampman, City Administrator

Alice Burnett, Director of Human Resources

Employee Organizations:

Placentia City Employees Association (PCEA)

Placentia Firefighters Association (PFA)

Placentia Fire Management Association (PFMA)

Placentia Police Management Association (PPMA)

Placentia Police Officers Association (PPOA)

Unrepresented Employees

Pursuant to Government Code Section 54957(b)(1):

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Administrator



PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: July 15, 2025

Submitted by: Nancy Albitre-Seely

From: City Clerk

Subject:

Proclamation of July 2025 as Parks and Recreation Month

Presenters: Mayor Kirwin and City Council

Recipient: Lydie Gutfeld, Director of Community Services Department



Agenda Item No: 1.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: July 15, 2025

Submitted by: Nancy Albitre-Seely

From: City Clerk

Subject:

Consideration to Waive Reading in Full of all Ordinances and Resolutions

Financial Impact:

Fiscal Impact:

None.

Recommendation:

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



Agenda Item No: 1.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: July 15, 2025

Submitted by: Gabriela Calin

From: Finance

Subject:

Registers for July 15, 2025

Check Register

Fiscal Impact: \$ 562,774.41

Electronic Disbursement Register

Fiscal Impact: \$ 1,358,777.50

Attachments

[07-15-2025 Check Register -.pdf](#)

[07-15-2025 ACH Check Register -.pdf](#)

**City of Placentia
Check Register
For 07/15/2025**

Name	Memo	Amount	Chck Number	Date
V001009 ENTENMANN-ROVIN CO		195.72	135010	6/19/2025
V001396 ORANGE COUNTY EMPLOYEES ASSN		562.50	135012	6/17/2025
V001067 FRANCHISE TAX BOARD		7.73	135013	6/18/2025
V000688 ALL CITY MANAGEMENT SERVICES INC.	Traffic	5,005.80	135014	6/18/2025
V000943 DATA TICKET INC.	Technology Fee	2,340.98	135015	6/18/2025
V000944 DAVID TAUSSIG AND ASSOCIATES INC	DIF Update and Creation of Suc	793.10	135016	6/18/2025
V001219 KEYSER MARSTON ASSOCIATES INC	Economic Development	3,835.00	135017	6/18/2025
V001262 LN CURTIS & SONS	Police Field Services	1,720.47	135018	6/18/2025
V001339 MUNITEMPS	Records	6,519.00	135019	6/18/2025
V001434 PCEA C/O NORTH ORANGE CO		48.60	135020	6/18/2025
V001678 THINKSUPPLIES.COM		1,745.80	135021	6/18/2025
V001788 SAN DIEGO POLICE EQUIP.	Police Field Services	4,499.70	135022	6/18/2025
V001798 BRIGHTVIEW LANDSCAPE SERVICES INC	Park Maintenance	31,824.51	135023	6/18/2025
V001794 COUNTY OF ORANGE	Police Administration	1,570.00	135024	6/18/2025
V001818 CHARLES ABBOTT ASSOCIATES INC	Environmental Services	5,715.00	135025	6/18/2025
V001801 KOSMONT TRANSACTIONS SERVICES INC	Finance Administration	2,602.86	135026	6/18/2025
V000636 SOUTHERN CALIFORNIA EDISON		63,510.27	135027	6/18/2025
V000640 US BANK		3,156.46	135028	6/18/2025
V001136 HINDERLITER DE LLAMAS & ASSOC		351.44	135029	6/18/2025
V001663 THE BEE MAN		837.00	135030	6/18/2025
V001606 SOUTHERN CALIFORNIA NEWS GROUP		3,420.63	135031	6/19/2025
V001706 TRILLIUM CNG (1720)		141.86	135033	6/23/2025
V001120 HALO CONFIDENTIAL INVESTIGATIONS LLC	Police Administration	4,861.00	135034	6/23/2025
V001558 SC FUELS	Maint Svcs Fleet Operations	11,666.33	135036	6/23/2025
V001825 COOK'S DIRECT INC	Maint Svcs Facilities Maint	10,581.13	135037	6/23/2025
V001414 PACIFIC COMPLIANCE SERVICES		1,280.00	135038	6/23/2025
V000950 DELL MARKETING L.P.	Council Chambers / Media Room	4,976.75	135039	6/23/2025
V001794 COUNTY OF ORANGE	Police Support Services	1,104.51	135040	6/23/2025
V001262 LN CURTIS & SONS	Police Field Services	2,512.64	135041	6/23/2025
V000751 B & M LAWN & GARDEN CENTER		60.32	135042	6/23/2025
V001262 LN CURTIS & SONS	Police Field Services	5,212.81	135043	6/23/2025
V000835 CALMAT CO.	Maint Svcs Street Maint	3,818.55	135044	6/23/2025
V001424 PARKHOUSE TIRE INC	Maint Svcs Fleet Operations	2,292.22	135045	6/23/2025
V001433 PBK-WLC ARCHITECTS	Public Safety Building	1,785.70	135046	6/23/2025
V001466 POWER PLUS	Public Safety Building	470.00	135047	6/23/2025
V000638 T-MOBILE		210.00	135048	6/24/2025
V000967 DISTINGUISHED PEST CONTROL	Maint Svcs Facilities Maint	2,180.00	135049	6/24/2025
V001591 SMARTCOVER SYSTEMS	Envrn Svcs Swr Maint Fnd-Swrs	6,336.74	135050	6/24/2025
V001466 POWER PLUS	Public Safety Building	470.00	135051	6/24/2025
V001161 IMPERIAL SPRINKLER SUPPLY	Irrigation Supplies	73.29	135052	6/24/2025
V001829 KASA CONSTRUCTION INC.	Los Vaqueros Landscape Proj	128,888.00	135053	6/25/2025
V001675 THE SAUCE CREATIVE SERVICES		274.51	135054	6/25/2025
V001659 TECHNICOLOR PRINTING	SUMMER CAMP T-SHIRTS	553.54	135055	6/25/2025
V001406 ORANGE COUNTY TREASURER TAX COLLECTOR	Apr - Jun Animal Control	15,241.50	135056	6/25/2025
V001451 PLACENTIA COMMUNITY FOUNDATION		1,775.25	135057	6/25/2025
V001567 SECO ELECTRIC & LIGHTING INC	Backs Bldg - lighting replacement	13,091.45	135058	6/25/2025
V001164 INFRASTRUCTURE ENGINEERS	TOD/Crowther Sewer Line Projec	2,178.00	135059	6/25/2025
V002000 INTERNATIONAL CODE COUNCIL INC		128.32	135138	6/23/2025
V000808 CALBO		255.00	135139	6/23/2025
V001462 PLACEWORKS	SP5 Update	3,435.00	135140	6/25/2025

**City of Placentia
Check Register
For 07/15/2025**

V001127 HEALTHPOINTE MEDICAL GROUP INC	Pre-Employment Physical Exam: Alberto Rivas, Nathan Flores	1,684.00	135141	6/25/2025
V001462 PLACEWORKS	May - Chapman Corridor	21,048.43	135142	6/30/2025
V000616 AT&T	Acct# 287248890794	255.05	135143	6/30/2025
V000203 GONZALEZ SANDRA	Planning	700.00	135144	6/30/2025
V002002 JIM MURRAY ROOFING INC	Roofing Bond Refund 30-25-060	1,000.00	135145	6/30/2025
V001593 SO CAL GAS	May to June Gas Charges	1,248.21	135146	6/30/2025
V001678 THINKSUPPLIES.COM	Office Supplies	324.68	135147	6/30/2025
V001779 YORBA LINDA WATER DISTRICT	Water Charges May to June	1,371.34	135148	6/30/2025
V001791 EWING	CSC - Park Maintenance	5,775.21	135149	6/30/2025
V001878 BEST 5TH AVE INC	June PD Dry Cleaning Services	665.87	135150	6/30/2025
V000872 CITY OF ANAHEIM	Shared Traffic Signal Costs 5/15 - 6/16	77.75	135151	6/30/2025
V001301 MCFADDEN-DALE HARDWARE CO.	Fleet Supplies	33.40	135152	6/30/2025
V000903 COMMERCIAL AQUATIC SERVICES	May - Gomez Pool Svs	2,600.00	135153	6/30/2025
V000833 CALIFORNIA YELLOW CAB	Community Services SMP Program - Senior Transportation Services - N	7,745.05	135154	6/30/2025
V000902 COMLOCK		233.52	135155	6/30/2025
V001392 ORANGE CENTRAL KOREAN SEVENTH DAY ADVENTIST CHURCH	Supplies for Spring arts and crafts supplies at Senior Center	1,081.99	135156	6/30/2025
V000638 T-MOBILE	4/30-5/20 PD Phone Charges	761.16	135157	6/30/2025
V000326 MARTIN ARMANDO	Animal Removal Services - June	600.00	135158	6/30/2025
V000751 B & M LAWN & GARDEN CENTER	Broom	93.72	135159	6/30/2025
V000752 BADGE FRAME INC	PD Org Chart Names	131.00	135160	6/30/2025
V000926 CRAFTCO INC.	Street Repair Materials	1,575.84	135161	6/30/2025
V000939 CURTIS TOOLS FOR HEROES	Uniforms	734.55	135162	6/30/2025
V000962 DFS FLOORING INC	Carpet Cleaning - June	744.00	135163	6/30/2025
V001796 JOHN L HUNTER & ASSOCIATES	NPDES Services - April	2,741.25	135164	6/30/2025
V001796 JOHN L HUNTER & ASSOCIATES	NPDES Services - February	2,311.25	135165	6/30/2025
V001289 MARIPOSA LANDSCAPES INC	May Services	19,460.87	135166	6/30/2025
V001289 MARIPOSA LANDSCAPES INC	Irrigation Repairs	4,680.00	135167	6/30/2025
V001289 MARIPOSA LANDSCAPES INC	June Services	19,460.87	135168	6/30/2025
V001301 MCFADDEN-DALE HARDWARE CO.	Streets Supplies	89.22	135169	6/30/2025
V000751 B & M LAWN & GARDEN CENTER	Streets Equipment	1,120.57	135170	6/30/2025
V001086 GLASBY MAINT. SUPPLY CO.		2,390.42	135171	6/30/2025
V001301 MCFADDEN-DALE HARDWARE CO.	Street Materials	58.40	135172	6/30/2025
V001796 JOHN L HUNTER & ASSOCIATES	NPDES Services - March	2,737.50	135173	6/30/2025
V001757 WEST COAST ARBORISTS INC	Medians and Parkways	390.00	135174	6/30/2025
V001697 TRAFFIC MANAGEMENT	Paint for Streets	489.51	135175	6/30/2025
V001424 PARKHOUSE TIRE INC	Tires	566.06	135176	6/30/2025
V001532 ROADLINE PRODUCTS	Paint Supplies	4,181.79	135177	6/30/2025
V001663 THE BEE MAN	Bee removal - 101 San Jose Lane	295.00	135178	6/30/2025
V001591 SMARTCOVER SYSTEMS	Sewer Maintenance	260.00	135179	6/30/2025
V001346 NAPA AUTO PARTS	Vehicle Repair parts	46.86	135180	6/30/2025
V000311 LUKE BRADY	Apr-May DJ Service	400.00	135181	7/1/2025
V000616 AT&T	May 2025 AT&T charges	10,220.81	135182	7/1/2025
V001658 TEAM ONE MANAGEMENT	Additional Restroom Cleaning for Champions and Kraemer Park	1,590.00	135183	7/1/2025
V000967 DISTINGUISHED PEST CONTROL	Quarterly Pest Service	1,710.00	135184	7/1/2025
V001779 YORBA LINDA WATER DISTRICT	FY 24-25: June Sewer Charges	1,230.96	135185	7/1/2025
V001094 GOLDEN STATE WATER COMPANY	May 2025 Golden State Water Charges	23,163.76	135186	7/1/2025
V001675 THE SAUCE CREATIVE SERVICES	Summer Quarterly - City of Placentia	9,066.53	135187	7/1/2025
V001567 SECO ELECTRIC & LIGHTING INC	City Hall Interior Lights	139.44	135188	7/1/2025
V001675 THE SAUCE CREATIVE SERVICES	Printing/Binding - Concerts and Movies in the Park	3,200.44	135189	7/1/2025
V000638 T-MOBILE	Acct 990643611	2,407.34	135190	7/1/2025
V001067 FRANCHISE TAX BOARD	PR#2501013 FTB	7.73	135191	7/1/2025

**City of Placentia
Check Register
For 07/15/2025**

V001803 AGA ENGINEERS INC	Traffic Engineering Services May 2025	9,030.00	135192	7/1/2025
V001740 VERIZON WIRELESS	Acct 572549101-00003	56.22	135193	7/1/2025
V001720 UC REGENTS	6/19 Non-Acute Medical Exam 25-02056	850.00	135194	7/1/2025
V001567 SECO ELECTRIC & LIGHTING INC	Field Lamp Replacement Tuffree Middle School	759.28	135195	7/1/2025
V000861 CHARTER COMMUNICATIONS	Acct 189952201	3,385.47	135196	7/1/2025
V002004 ONDRIA GARZA	Damage Deposit Refund - Permit R4132	166.00	135197	7/2/2025
V001434 PCEA C/O NORTH ORANGE CO	PR#2501013 PCEA UNION DUES	47.52	135198	7/2/2025
V001396 ORANGE COUNTY EMPLOYEES ASSN	PR#2501013 OCEA UNION DUES	550.00	135199	7/2/2025
V001486 PRUDENTIAL OVERALL SUPPLY	June 4, 2025 Uniform Cleaning	626.40	135200	7/2/2025
V001341 MUSCO SPORTS LIGHTING	Musco Control Fees for Melrose Elementary & Valadez MS	1,995.75	135201	7/2/2025
V001798 BRIGHTVIEW LANDSCAPE SERVICES INC	Enhancement Labor	1,500.00	135202	7/2/2025
V001161 IMPERIAL SPRINKLER SUPPLY	Irrigation Supplies	420.68	135203	7/2/2025
V001086 GLASBY MAINT. SUPPLY CO.	Graffiti Removal	40.41	135204	7/2/2025
V000711 AMTECH ELEVATOR SERVICES	Elevator Maintenance May 2025	4,512.00	135205	7/2/2025
V000967 DISTINGUISHED PEST CONTROL	Quarterly Pest Service	1,710.00	135206	7/2/2025
V001140 HI-WAY SAFETY RENTALS INC	Street Supplies	962.74	135207	7/2/2025
V001732 US BANK PARS #6746022400	PR#2501013 PARS EE & ER	5,043.60	135208	7/2/2025
V000142 ECHAVES MIKE	Roofing Bond Refund 30-25-045	100.00		6/30/2025
Total checks:		562,774.41		

City of Placentia
ACH Check Register
For 07/15/2025

Vendor	Date	Memo	Amount	EFT Status
V001325 MISSION SQUARE	6/18/2025		2,494.38	ACH Paid Online
V001453 PLACENTIA FIREFIGHTERS ASSOCIATION	6/18/2025		1,050.00	EFT Payment
V001457 PLACENTIA POLICE MANAGEMENT	6/18/2025		1,288.88	EFT Payment
V001458 PLACENTIA POLICE OFFICERS ASSOCIATION	6/18/2025		3,257.65	EFT Payment
V001752 WASHINGTON STATE DEPARTMENT OF	6/18/2025		823.09	ACH Paid Online
V000831 CALIFORNIA STATE DISBURSEMENT UNIT	6/18/2025		1,812.44	ACH Paid Online
V001007 EMPLOYMENT DEVELOPMENT DEPT	6/18/2025		54,143.75	ACH Paid Online
V001173 INTERNAL REVENUE SERVICE	6/18/2025		172,071.85	ACH Paid Online
V001784 VECTORUSA	6/18/2025	Central Sq PO# P13879 Technology Packag	248,421.96	EFT Payment
V001325 MISSION SQUARE	6/18/2025		11,590.87	ACH Paid Online
V001164 INFRASTRUCTURE ENGINEERS	6/25/2025	TOD/Crowther Sewer Line Projec	6,930.00	EFT Payment
E000008 ANDREW DEAN	6/30/2025	July 2025 Retiree Health Reimbursement	1,814.00	EFT Payment
E000004 ALBERT BERMUDEZ	6/30/2025	July 2025 Retiree Health Reimbursement	564.00	EFT Payment
E000013 ARLENE M COOK	6/30/2025	July 2025 Retiree Health Reimbursement	526.78	EFT Payment
E000014 ARTHUR BURGNER	6/30/2025	July 2025 Retiree Health Reimbursement	526.78	EFT Payment
E000019 CAROLYN DAVIS	6/30/2025	July 2025 Retiree Health Reimbursement	184.39	EFT Payment
E000020 CHARLES A BABCOCK	6/30/2025	July 2025 Retiree Health Reimbursement	349.00	EFT Payment
E000033 DONALD BUNNELL	6/30/2025	July 2025 Retiree Health Reimbursement	526.78	EFT Payment
E000039 GEOFFREY COBBETT	6/30/2025	July 2025 Retiree Health Reimbursement	526.78	EFT Payment
E000049 JAMIE DELOS SANTOS	6/30/2025	July 2025 Retiree Health Reimbursement	250.31	EFT Payment
E000051 JAY SCOTT AUDISS	6/30/2025	July 2025 Retiree Health Reimbursement	2,369.95	EFT Payment
E000058 JOHN P CHANDLER	6/30/2025	July 2025 Retiree Health Reimbursement	1,406.65	EFT Payment
E000059 JOHN T ARMSTRONG	6/30/2025	July 2025 Retiree Health Reimbursement	1,136.00	EFT Payment
E000080 MARLA ANDERSON	6/30/2025	July 2025 Retiree Health Reimbursement	526.78	EFT Payment
E000085 MICHAEL BUSSE	6/30/2025	July 2025 Retiree Health Reimbursement	763.50	EFT Payment
E000093 PRESTON DAVID	6/30/2025	July 2025 Retiree Health Reimbursement	526.78	EFT Payment
E000097 ROBERT D'AMATO	6/30/2025	July 2025 Retiree Health Reimbursement	184.39	EFT Payment
E000098 ROBERTA JO DICKSON	6/30/2025	July 2025 Retiree Health Reimbursement	184.39	EFT Payment
E000101 SHARLENE BEALS	6/30/2025	July 2025 Retiree Health Reimbursement	184.39	EFT Payment
E000137 DOWNEY CAROL	6/30/2025	July 2025 Retiree Health Reimbursement	526.78	EFT Payment
E000143 ECKENRODE NORMAN	6/30/2025	July 2025 Retiree Health Reimbursement	526.78	EFT Payment
E000150 ESCOBOSA LILLIAN	6/30/2025	July 2025 Retiree Health Reimbursement	426.70	EFT Payment
E000152 ESPINOZA ROSALINDA	6/30/2025	July 2025 Retiree Health Reimbursement	564.00	EFT Payment
E000171 FRICKE JUERGEN	6/30/2025	July 2025 Retiree Health Reimbursement	965.00	EFT Payment
E000172 FULLER GLENN H	6/30/2025	July 2025 Retiree Health Reimbursement	965.00	EFT Payment
E000184 GARNER JO ANN	6/30/2025	July 2025 Retiree Health Reimbursement	184.39	EFT Payment
E000185 GARNER KITTY	6/30/2025	July 2025 Retiree Health Reimbursement	869.44	EFT Payment
E000213 GRIMM DENNIS L	6/30/2025	July 2025 Retiree Health Reimbursement	349.00	EFT Payment
E000239 HOLTSCRAW KATHERINE	6/30/2025	July 2025 Retiree Health Reimbursement	564.00	EFT Payment
E000249 IRVINE SUZETTE	6/30/2025	July 2025 Retiree Health Reimbursement	526.78	EFT Payment

City of Placentia
 ACH Check Register
 For 07/15/2025

E000254	JENKINS ROBERT	6/30/2025	July 2025	Retiree Health Reimbursement	1,011.40	EFT Payment
E000346	MILANO JAMES	6/30/2025	July 2025	Retiree Health Reimbursement	526.78	EFT Payment
E000348	MILLER RICHARD	6/30/2025	July 2025	Retiree Health Reimbursement	965.00	EFT Payment
E000372	NAJERA JOSEPH D.	6/30/2025	July 2025	Retiree Health Reimbursement	564.00	EFT Payment
E000389	OLEA ARLENE J	6/30/2025	July 2025	Retiree Health Reimbursement	526.78	EFT Payment
E000399	PALMER GEORGE	6/30/2025	July 2025	Retiree Health Reimbursement	965.00	EFT Payment
E000403	PASCARELLA RICHARD	6/30/2025	July 2025	Retiree Health Reimbursement	2,201.80	EFT Payment
E000404	PASCUA RAYNALD	6/30/2025	July 2025	Retiree Health Reimbursement	869.44	EFT Payment
E000405	PASPALL MIHAJLO	6/30/2025	July 2025	Retiree Health Reimbursement	526.78	EFT Payment
E000413	PEREZ ROBERT	6/30/2025	July 2025	Retiree Health Reimbursement	184.39	EFT Payment
E000420	PICHON WALTER	6/30/2025	July 2025	Retiree Health Reimbursement	426.70	EFT Payment
E000255	JOHNSON SHARON	6/30/2025	July 2025	Retiree Health Reimbursement	184.39	EFT Payment
E000256	JONES ROBERT	6/30/2025	July 2025	Retiree Health Reimbursement	284.25	EFT Payment
E000258	JUAREZ JANET	6/30/2025	July 2025	Retiree Health Reimbursement	184.39	EFT Payment
E000259	JUDD TERRELL	6/30/2025	July 2025	Retiree Health Reimbursement	526.78	EFT Payment
E000272	KIRKLAND RICHARD L	6/30/2025	July 2025	Retiree Health Reimbursement	184.39	EFT Payment
E000299	LITTLE DIANE M	6/30/2025	July 2025	Retiree Health Reimbursement	426.70	EFT Payment
E000301	LOOMIS CORINNE	6/30/2025	July 2025	Retiree Health Reimbursement	564.00	EFT Payment
E000310	LOWREY B J	6/30/2025	July 2025	Retiree Health Reimbursement	349.00	EFT Payment
E000320	MAERTZWEILER MICHAEL L	6/30/2025	July 2025	Retiree Health Reimbursement	526.78	EFT Payment
E000349	MILLSAP SCOTT	6/30/2025	July 2025	Retiree Health Reimbursement	1,814.00	EFT Payment
E000173	GALLANT KAREN	6/30/2025	July 2025	Retiree Health Reimbursement	526.78	EFT Payment
E000445	REDIFER KIM R	6/30/2025	July 2025	Retiree Health Reimbursement	965.00	EFT Payment
E000447	RENDEN BRIAN	6/30/2025	July 2025	Retiree Health Reimbursement	726.50	EFT Payment
E000449	REYES ROGER T	6/30/2025	July 2025	Retiree Health Reimbursement	526.78	EFT Payment
E000456	RIVERA AIDA	6/30/2025	July 2025	Retiree Health Reimbursement	184.39	EFT Payment
E000528	SPRAGUE GARY A	6/30/2025	July 2025	Retiree Health Reimbursement	965.00	EFT Payment
E000452	REYNOLDS MATTHEW	6/30/2025	July 2025	Retiree Health Reimbursement	564.00	EFT Payment
E000453	RICE RUSSELL J	6/30/2025	July 2025	Retiree Health Reimbursement	1,384.00	EFT Payment
E000459	ROBB SANDRA	6/30/2025	July 2025	Retiree Health Reimbursement	184.39	EFT Payment
E000480	ROSE RICHARD D	6/30/2025	July 2025	Retiree Health Reimbursement	869.44	EFT Payment
E000485	RUIZ ARNULFO	6/30/2025	July 2025	Retiree Health Reimbursement	1,286.00	EFT Payment
E000492	SALE LEE R	6/30/2025	July 2025	Retiree Health Reimbursement	526.78	EFT Payment
E000505	SCHLIEDER BEVERLY	6/30/2025	July 2025	Retiree Health Reimbursement	869.44	EFT Payment
E000525	SMITH WARD	6/30/2025	July 2025	Retiree Health Reimbursement	323.65	EFT Payment
E000527	SOTO PHILIP J	6/30/2025	July 2025	Retiree Health Reimbursement	526.78	EFT Payment
E000538	TAYLOR LINDA	6/30/2025	July 2025	Retiree Health Reimbursement	564.00	EFT Payment
E000565	VALENTINE THOMAS	6/30/2025	July 2025	Retiree Health Reimbursement	1,975.70	EFT Payment
E000597	WORDEN LARRY M	6/30/2025	July 2025	Retiree Health Reimbursement	577.00	EFT Payment
E000601	YAMAGUCHI BRIAN	6/30/2025	July 2025	Retiree Health Reimbursement	908.85	EFT Payment
E000614	ZINN JOHN	6/30/2025	July 2025	Retiree Health Reimbursement	564.00	EFT Payment

City of Placentia
 ACH Check Register
 For 07/15/2025

E000096 ROBERT CHANG	6/30/2025 July 2025 Retiree Health Reimbursement	866.44 EFT Payment
E000458 ROACH MICHAEL	6/30/2025 July 2025 Retiree Health Reimbursement	908.85 EFT Payment
E000423 PINEDA MATEO	6/30/2025 July 2025 Retiree Health Reimbursement	526.78 EFT Payment
E000431 POINT ERIC	6/30/2025 July 2025 Retiree Health Reimbursement	2,369.95 EFT Payment
E000496 SANCHEZ LAURA	6/30/2025 July 2025 Retiree Health Reimbursement	184.39 EFT Payment
E000590 WIEST STEPHEN	6/30/2025 July 2025 Retiree Health Reimbursement	526.78 EFT Payment
E000529 STEPHEN JEFFREY	6/30/2025 July 2025 Retiree Health Reimbursement	869.44 EFT Payment
E000426 PISCHEL STEPHEN	6/30/2025 July 2025 Retiree Health Reimbursement	869.44 EFT Payment
E000537 TAYLOR DAVID M	6/30/2025 July 2025 Retiree Health Reimbursement	577.00 EFT Payment
E000542 THOMANN DARYLL L	6/30/2025 July 2025 Retiree Health Reimbursement	1,011.40 EFT Payment
E000558 TRIFOS WILLIAM	6/30/2025 July 2025 Retiree Health Reimbursement	965.00 EFT Payment
E000577 VERSTYNEN WILLIAM	6/30/2025 July 2025 Retiree Health Reimbursement	184.39 EFT Payment
E000584 WAHL KATHLEEN A	6/30/2025 July 2025 Retiree Health Reimbursement	184.39 EFT Payment
E000126 Aldwir Mamoun	6/30/2025 July 2025 Retiree Health Reimbursement	869.44 EFT Payment
Total	TOTAL EFT	562,649.31

ACH Payroll Direct Deposit for 06/27/2025 796,128.19

Electronic Disbursement Total: 1,358,777.50



Agenda Item No: 1.c

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: July 15, 2025

Submitted by: Pamela Arends-King

From: Finance

Subject:

Adopt Investment Resolution adopting the Annual Statement of Investment Policy for Fiscal Year 2025-26

Financial Impact:

Fiscal Impact:

None.

Summary:

In accordance with California Government Code ("CGC") Section 53646(a)(2), submitted for City Council review and approval is the annual Statement of Investment Policy for Fiscal Year 2025-26. The proposed investment policy states the goals of the City's investment activities, the types of investments in which the City is allowed to invest its funds and the reporting requirements.

Recommendation:

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

1. Adopt Resolution No. R-2025-39, a Resolution of the City Council of the City of Placentia, California, adopting the annual Statement of Investment Policy for the Fiscal Year 2025-26.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Goal #1 to ensure long term fiscal sustainability under Objective #1.5, which is to continue seeking ways to diversify the City's revenue sources to prevent over-reliance on any one source.

Discussion:

An investment policy describes the parameters for investing government funds and identifies the investment objectives, preferences or tolerance for risk, constraints on the investment portfolio, and how the investment program will be managed and monitored. The document itself serves as a communication tool for the Staff, elected officials, the public, rating agencies, bondholders, and any other stakeholders on investment guidelines and priorities. An investment policy enhances the quality of decision making and demonstrates a commitment to the fiduciary care of public funds, making it the most important element in a public funds investment program.

The City of Placentia's Investment Policy is reviewed and updated annually and includes statements on the following:

- Scope and investment objectives: The scope of the policy covers all funds of the City, with the policy's objectives being (in order) Safety, Liquidity and Yield.
 - *Safety*- Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
 - *Liquidity*- The City's investment portfolio will remain sufficiently liquid to enable the City of Placentia to meet all operating requirements which might be reasonably anticipated.
 - *Yield*-The City's investment portfolio shall have the objective of attaining a comparative performance measurement or an acceptable rate of return throughout budgetary and economic cycles. These measurements should be commensurate with the City's investment risk constraints identified in this Investment Policy and the cash flow characteristics of the portfolio.

- Roles, responsibilities, and standards of care: The City Treasurer shall be responsible for investment of City Funds and comply with the "prudent investor" standard which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity of the agency."

- Suitable and authorized investments: Investment of City funds is governed by the California Government Code Sections 53600 et seq. Only those investments authorized in the policy shall be allowable. Examples of authorized investments include United States treasury bills, bonds or notes, Local Agency Investment Fund (LAIF), Negotiable Certificates of Deposit and United States Government obligations.

- Diversification: The City shall diversify the investments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities. To promote diversification, no more than 5% of the portfolio may be invested in the securities of any one issuer, regardless of security type, excluding U.S. Treasuries, federal agencies, and pooled investments such as LAIF, money market funds, or local government investment pools.

- Safekeeping, custody, and internal controls: All security transactions shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian designated by the City Treasurer and evidenced by safekeeping receipts. Appropriate internal controls will be established and reviewed annually by external auditors that will review and perform procedure testing on the City's cash and investments that have a material impact on the financial statements.

- Authorized financial institutions, depositories, and broker/dealers: The City Treasurer will maintain a list of approved financial institutions authorized to provide investment services to the public agency in the State of California. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule

15C3-1 (uniform net capital rule).

- Risk and performance standards: The recommended performance benchmark is the Two Year Constant Treasury Maturity Rate which is consistent with the weighted average maturity of the portfolio.
- Reporting and disclosure standards: The City Treasurer will prepare and submit quarterly reports to the City Council stating compliance of the portfolio with the investment policy and affirming the City's ability to meet its expenditure requirements for the next six months.

The Investment Policy was significantly updated in FY 2022-23 to incorporate best practices recommended by the Government Finance Officers Association (GFOA) and align with their sample investment policy. The FY 2025-26 policy maintains these best practices while continuing to prioritize safety, liquidity and yield.

Fiscal Impact Summary:

Fiscal Impact:

None.

Attachments

[Resolution No. R-2025-39.docx](#)

[2. Placentia FY 25-26 Investment Policy.docx](#)

RESOLUTION NO. R-2025-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR THE FISCAL YEAR 2025-26

A. Recitals

(i) California Government Code §53646 provides that the Treasurer or Finance Director of the City of Placentia may annually provide a Statement of Investment Policy to the City Council and the Financial Audit Oversight Committee.

(ii) The Finance Director and the City Treasurer of the City of Placentia have prepared for approval the attached Statement of Investment Policy for Fiscal Year 2025-26.

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

B. Resolution

NOW, THEREFORE, the City Council of the City of Placentia hereby finds, determines and resolves as follows:

1. The attached Statement of Investment Policy for the City of Placentia hereby is adopted for the Fiscal Year 2025-26, in compliance with California Government Code §53646.

2. The Finance Director shall provide the Annual Statement of Investment Policy to each member of the Financial Audit Oversight Committee.

PASSED, APPROVED AND ADOPTED on the 15th day of July 2025.

Kevin Kirwin, 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 held on the 15th day of July 2025 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

STATEMENT OF INVESTMENT POLICY

Adopted by the City Council on July 15, 2025



2025-2026

CITY OF PLACENTIA

INVESTMENT POLICY

CONTENTS

I.	INTRODUCTION	1
II.	SCOPE.....	1
III.	PRUDENCE.....	1
IV.	OBJECTIVES.....	2
V.	DELEGATION OF AUTHORITY	3
VI.	ETHICS AND CONFLICTS OF INTEREST.....	3
VII.	INTERNAL CONTROLS	4
VIII.	AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS	4
IX.	AUTHORIZED INVESTMENTS.....	5
X.	PROHIBITED INVESTMENT VEHICLES AND PRACTICES.....	9
XI.	INVESTMENT POOLS/MUTUAL FUNDS	9
XII.	COLLATERALIZATION	9
XIII.	DELIVERY, SAFEKEEPING AND CUSTODY	10
XIV.	MAXIMUM MATURITY	10
XV.	DIVERSIFICATION	11
XVI.	REVIEW OF INVESTMENT PORTFOLIO	11
XVII.	PERFORMANCE EVALUATION	11
XVIII.	REPORTING.....	11
XIX.	REVIEW OF INVESTMENT POLICY.....	12
	GLOSSARY OF INVESTMENT TERMS.....	13

I. INTRODUCTION

The purpose of this investment policy is to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City of Placentia's objectives of safety, liquidity and return on investment through a diversified investment portfolio. This policy also serves to organize and formalize the City's investment-related activities, while complying with all applicable statutes governing the investment of public funds. This policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal Treasurers Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public Treasurers (APT).

This investment policy was adopted by the City Council and is effective as of July 15, 2025, and replaces any previous versions.

II. SCOPE

This policy applies to all funds and investment activities under the direct authority of the City, as set forth in the State Government Code, Sections 53600 *et seq.*, with the following exceptions:

- Proceeds of debt, which are governed by the investment provisions of their specific bond indentures.
- Pension and Other Post-Employment Benefit (OPEB) Trust Funds, which are invested in accordance with the provisions of the Trust Agreements.
- Any other funds specifically exempted by the City Council.

POOLING OF FUNDS

Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping, and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. PRUDENCE

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor

standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

The Treasurer and other authorized persons responsible for managing City funds acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes provided that the Treasurer or other authorized persons acted in good faith. Deviations from expectations of a security’s credit or market risk should be reported to the governing body in a timely fashion and appropriate action should be taken to control adverse developments.

IV. OBJECTIVES

The City’s overall investment program shall be designed and managed with a degree of professionalism worthy of the public trust. The overriding objectives of the program are to preserve principal, provide sufficient liquidity, and manage investment risks, while seeking a market-rate of return.

1. **SAFETY.** Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities with independent returns. The City shall seek to preserve principal by mitigating the two types of risk: credit risk and market risk.
 - a. Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in issuers that carry the direct or implied backing of the U.S. Government (including, but not limited to, the U.S. Treasury, U.S. Government Agencies, and federally insured banks). The portfolio will be diversified so that the failure of any one issuer does not unduly harm the City’s capital base and cash flow.
 - b. Market risk, (aka “interest rate risk”) defined as market value fluctuations due to overall changes in the general level of interest rates shall be mitigated by limiting the maximum maturity of any one security to five years, structuring the portfolio based on historic and current cash flow analysis eliminating the need to sell securities prior to maturity and avoiding the purchase of long-term securities for the sole purpose of short-term speculation. Moreover, it is the City’s full intent, at the time of purchase, to hold all investments until maturity to ensure the return of

all invested principal dollars. Limited exceptions will be granted for security swaps that would improve the portfolio's yield and/or credit quality.

2. **LIQUIDITY.** The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. **RETURN ON INVESTMENTS.** The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

V. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from California Government Code, Sections 41006 and 53600 *et seq.*

The City Council is responsible for the management of the City's funds, including the administration of this investment policy. Management responsibility for the cash management of the City's funds is hereby delegated to the City Treasurer and will be reaffirmed annually. In the Treasurer's absence, the Treasurer delegates investment authority to the Deputy City Treasurer (Finance Director) as allowable per California Government Code Section 41006.

The Treasurer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

VI. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Thus, employees and officials involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the

appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to the City Administrator any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall not undertake any personal investment transactions with the same individual with whom business is conducted on behalf of the Agency.

VII. INTERNAL CONTROLS

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. Internal controls shall include but are not limited to: verification of all wire transfers from two of the four following officers: Mayor, City Treasurer, City Administrator, Finance Director, authorization of transactions, timely bank reconciliations and custodial safekeeping (investment securities are held by an independent financial institution and are recorded in the City's name). Annually, an independent auditing firm shall review internal controls in conjunction with the audit of the City's financial statements and provide written recommendations and observations regarding the adequacy of investment controls. These observations will be reviewed by the City's Financial Audit Oversight Committee as part of their annual audit review of the City's Annual Comprehensive Financial Report (ACFR). All banking and investment accounts held by approved financial institutions shall conform to the City of Placentia Wire and Funds Transfer Policy #443.

VIII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

To the extent practicable, the Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. The City's Treasurer will determine which financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

The Treasurer shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable, and experienced in Public Agency investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the Agency may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Treasurer with audited financials, proof of state registration, proof of NASD registration and a statement certifying that the institution has reviewed the California Government Code, Section 53600 *et seq.* and the City's investment policy. The Treasurer will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

IX. AUTHORIZED INVESTMENTS

The City's investments are governed by California Government Code, Sections 53600 *et seq.* Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

1. **CALIFORNIA LOCAL AGENCY BONDS** include bonds of a local agency within the State of California and including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency, provided that:
 - The securities are rated in a rating category of “AA” or its equivalent or better by at least one nationally recognized statistical rating organization (“NRSRO”).
 - The maximum maturity does not exceed five (5) years.

2. **CALIFORNIA LOCAL AGENCY OBLIGATIONS** include obligations of a local agency within the State of California, provided that:
 - The securities are rated in a rating category of “AA” or its equivalent or better by at least one nationally recognized statistical rating organization (“NRSRO”).
 - The maximum maturity does not exceed five (5) years.

3. **STATE OBLIGATIONS (REGISTERED TREASURY NOTES OR BONDS)** of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
 - The securities are rated in a rating category of “AA” or its equivalent or better by at least one nationally recognized statistical rating organization (“NRSRO”).
 - The maximum maturity does not exceed five (5) years.

4. **U.S. TREASURIES** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:
 - The maximum maturity is five (5) years.

5. **FEDERAL AGENCIES** or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:
 - No more than 15% of the portfolio may be invested in any single Agency/GSE issuer.
 - The maximum percent of federal agency obligations in the portfolio will be 30%.
 - The maximum maturity does not exceed five (5) years.

6. BANKER’S ACCEPTANCES, provided that:

- No more than 30% of the portfolio may be invested in Banker’s Acceptances.
- No more than 30% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 180 days.

7. COMMERCIAL PAPER, provided that:

- The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million.
- The securities are rated “A-1” or its equivalent or better by at least one NRSRO.
- They are issued by corporations which have long-term obligations rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
- No more than 25% of the portfolio may be invested in Commercial Paper. Under a provision sunsetting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the Agency’s investment assets under management are greater than \$100,000,000.
- No more than 10% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 270 days.

8. NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDs) OR TIME DEPOSITS, issued by a nationally or state-chartered bank, a savings association, or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:

- The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
- Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated “A-1” or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
- No more than \$250,000 of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

9. REPURCHASE AGREEMENTS collateralized with securities authorized under California Government Code, maintained at a level of at least 110% of the market value of the Repurchase Agreement. There are no limits on the dollar amount that the City may invest, provided that:

- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third-party custodian.
- Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
- Maximum percentage of portfolio does not exceed 30%.

- The maximum maturity does not exceed one (1) year.

10. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF), provided that:

- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the Treasurer to adequately judge the risk inherent in LAIF's portfolio.

11. MEDIUM TERM NOTES (MTNS), provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of "AA" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the portfolio shall be invested with a single issuer.
- The maximum maturity does not exceed five (5) years.

12. MONEY MARKET FUNDS that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

- Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
- Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500 million.
- No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.
- No more than 10% of the total portfolio may be invested in these securities.

13. PASSBOOK SAVINGS/ DEMAND DEPOSITS do not have a maximum maturity, maximum percentage of portfolio nor maximum investment in one issuer.

14. ORANGE COUNTY INVESTMENT POOL does not have a maximum maturity, maximum percentage of portfolio nor maximum investment in one issuer.

15. JOINT POWERS AUTHORITY POOLS (JPA), does not have a maximum maturity, maximum percentage of portfolio nor maximum investment in one issuer provided that:

- The pool retains an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).

X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- Investment in any security that could result in a zero-interest accrual if held to maturity is prohibited. Under a provision sunseting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
- The use of reverse repurchase agreements, derivatives, options, futures, zero coupon bonds, first mortgages or trust deeds, collateralized mortgage obligations, limited partnerships, real estate investment trusts (REITs), open-end mutual funds, closed-end mutual funds, mutual funds with a weighted average maturity greater than 180 days, common stock, preferred stock, commodities, precious metals, securities with a high price volatility and/or limited marketability (less than three active bidders), securities that may default on interest payments and any other speculative investment deemed inappropriate under the Prudent Investor standard.

XI. INVESTMENT POOLS

The City shall conduct a thorough investigation of any investment pool prior to making an investment, and on a continual basis thereafter. The Treasurer shall develop a questionnaire which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced, and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- A statement of how/if reserves and retained earnings are utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

XII. COLLATERALIZATION

CERTIFICATES OF DEPOSIT (CDS). The City shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 110% of the face value of the CD. The City Treasurer may waive the collateral requirements for deposits up to the maximum dollar amount which are covered by the

Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA), currently \$250,000.

COLLATERALIZATION OF BANK DEPOSITS. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

REPURCHASE AGREEMENTS. The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 110% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

XIII. DELIVERY, SAFEKEEPING AND CUSTODY

DELIVERY-VERSUS-PAYMENT (DVP). All investment transactions shall be conducted on a delivery-versus-payment basis.

SAFEKEEPING AND CUSTODY. To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third-party custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools, and (ii) time certificates of deposit since the purchased securities are not deliverable.

XIV. MAXIMUM MATURITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.

The City will not invest in securities maturing more than five (5) years from the date of trade settlement, unless the City Council has by resolution granted authority to make such an investment.

XV. DIVERSIFICATION

The City shall diversify the investments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities. To promote diversification, no more than 5% of the portfolio may be invested in the securities of any one issuer, regardless of security type, excluding U.S. Treasuries, federal agencies, and pooled investments such as LAIF, money market funds, or local government investment pools.

XVI. REVIEW OF INVESTMENT PORTFOLIO

The Treasurer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

XVII. PERFORMANCE EVALUATION

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Treasurer shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Treasurer's quarterly report. The Treasurer shall select an appropriate, readily available index to use as a market benchmark. The market benchmark for 2022-2023 will be the Intercontinental Exchange (ICE) Bank of America Merrill Lynch (BAML) 1-5 Year U.S. Treasury/Agency Index.

XVIII. REPORTING

QUARTERLY REPORTS

The Treasurer will prepare a quarterly investment report, which provides full disclosure of the City's investment activities. The quarterly investment report shall be so submitted within 45 days following the end of the quarter covered by the report, the report will be made available to the public and the City Council, which can be obtained from the City's website. These reports will disclose, at a minimum, the following information about the City's portfolio:

1. An asset listing showing par value, cost, and independent third-party fair market value of each security as of the date of the report, the source of the valuation, type of investment, issuer, maturity date and interest rate.

2. Transactions for the period.
3. A description of the funds, investments, and programs (including lending programs) managed by contracted parties (i.e., LAIF, investment pools, outside money managers and securities lending agents)
4. A one-page summary report that shows:
 - a. Average maturity of the portfolio and modified duration of the portfolio.
 - b. Maturity distribution of the portfolio.
 - c. Percentage of the portfolio represented by each investment category.
 - d. Average portfolio credit quality; and,
 - e. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months and since inception compared to the City's market benchmark returns for the same periods.
5. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, including a justification for their presence in the portfolio and a timetable for resolution.
6. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

XIX. REVIEW OF INVESTMENT POLICY

The investment policy will be reviewed and adopted at least annually, to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

GLOSSARY OF INVESTMENT TERMS

AGENCIES. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “FreddieMac” issues discount notes, bonds, and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “FannieMae,” issues discount notes, bonds, and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER’S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS). A private placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED BANK DEPOSIT. A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COLLATERALIZED TIME DEPOSIT. Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

DEBENTURE. A bond secured only by the general credit of the issuer.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC). The Federal Deposit Insurance Corporation (FDIC) is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

FEDERALLY INSURED TIME DEPOSIT. A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL AGENCY INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer

makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MATURITY. The final date upon which the principal of a security becomes due and payable.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND. A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at \$1 per share.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO).

A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CERTIFICATE OF DEPOSIT (CD). A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRUDENT PERSON (PRUDENT INVESTOR) RULE. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer's name.

SECURITIES AND EXCHANGE COMMISSION (SEC). The U.S. Securities and Exchange Commission (SEC) is an independent federal government agency responsible for protecting investors, maintaining fair and orderly functioning of securities markets, and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

SECURITIES AND EXCHANGE COMMISSION (SEC) RULE 15c3-1. An SEC rule setting capital requirements for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

STRUCTURED NOTE. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities, or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.



Agenda Item No: 1.d

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: July 15, 2025

Submitted by: Jesus Avila

From: Public Works

Subject:

Approval of Final Tract Map No. 19300 for the Subdivision of an Approximate 4.954-Acre Site with 140 Residential Townhome Condominium Units Located on Four Parcels at 440 N. Jefferson Street.

Financial Impact:

Fiscal Impact:

Approximately \$2,600,000 in Development Impact Fees.

Summary:

On December 3, 2024, the City Council approved Vesting Tentative Tract Map (VTTM) No. VTTM 19300 for the subdivision of an approximate 4.954-Acre site with 140 Townhomes. The subject site is in the southerly portion of the City, east of Jefferson Street, south of Orangethorpe Ave, near the intersection of Jefferson Street and Orangethorpe Ave. The Tract Map will subdivide the existing 4.954-Acre lot into four (4) separate parcels with a remainder parcel located at 440 N. Jefferson.

All conditions imposed on subject tract map have been met pursuant to Section 66473.5 of the California Government Code. The proposed project is consistent with the City's General Plan and meets the minimum development standards of the Placentia Municipal Code (PMC). The recommended actions will accept Final Tract Map No. 19300.

Recommendation:

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

1. Approve Final Tract Map No. 19300, subject to final review and approval by the County Surveyor; and
2. Accept the offers of easement dedication for emergency access, and accept the easement dedications for Public Roadway and Utility Improvements; and
3. Authorize the Mayor and City Clerk to execute a Subdivision Improvement Agreement, in a form approved by the City Attorney for public improvements associated with Final Tract Map 19300; and
4. Authorize the City Clerk to sign Final Tract Map No. 19300.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Goal to achieve: Implementation of Housing Element Strategies, Objective Number 3.10. This agenda item will

specifically create opportunities for the development of more housing in the City consistent with the City's Housing and Land Use Elements.

Discussion:

Placentia Municipal Code (PMC) Section 22.72.060 requires the Planning Commission to take action to recommend to the City Council conditional approval or denial of a proposed subdivision map. On November 12, 2024, the Planning Commission voted 3-1-3-0, to recommend approval of Vesting Tentative Tract Map No. VTTM 19300.

All conditions imposed upon the subject tract have been met pursuant to Section 66473.5 of the California Government Code, including the provisions for the design and improvements of the proposed subdivision. The proposed project is consistent with the City's General Plan and meets the minimum development standards of the PMC. The recommended actions will accept Final Tract Map No. 19300 and all the easement dedications for emergency access and the Public Roadway and Utility improvements, as shown and documented on the final map.

Fiscal Impact Summary:

Approval of the Final Tract Map to subdivide the property for 140 residential townhome condominium units will generate approximately \$2,600,000 in Development Impact Fees.

Attachments

[Final Map.pdf](#)

[Subdivision Improvement Agreement_signed.pdf](#)

SHEET 1 OF 6 SHEETS
ALL OF TENTATIVE TRACT NO. 19300
NUMBERED LOTS: 3
LETTERED LOT: 1
GROSS: 4.954 ACRES
NET: 4.794 ACRES

TRACT NO. 19300

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCELS 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP
NO. 2024-113 PER MAP FILED IN BOOK 419, PAGES 4 THROUGH 7, INCLUSIVE,
OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

DANE P. MCDUGALL
L.S. 9297



DATE OF SURVEY:
FEBRUARY 2023

ACCEPTED AND FILED
AT THE REQUEST OF
CHICAGO TITLE COMPANY

DATE _____
TIME _____ FEE \$ _____
INSTRUMENT NO. _____
BOOK _____ PAGE _____
HUGH NGUYEN
COUNTY CLERK-RECORDER
BY _____
DEPUTY

OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE TO THE CITY OF PLACENTIA FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES: LOT A (JEFFERSON STREET).

WE HEREBY DEDICATE TO THE CITY OF PLACENTIA AN EASEMENT FOR INGRESS AND EGRESS PURPOSES, FOR EMERGENCY AND PUBLIC SECURITY VEHICLES, AS SHOWN ON SAID MAP.

TIG 9 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

BY: _____
ALAN TOFFOLI
MANAGING MEMBER

LANDSEA HOMES OF CALIFORNIA LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
TOM BAINE
PRESIDENT

BENEFICIARIES

TIG 9 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BENEFICIARY UNDER A DEED OF TRUST RECORDED APRIL 22, 2025 AS INSTRUMENT NO. 2025000117250, OFFICIAL RECORDS OF OFFICIAL RECORDS.

BY: _____
ALAN TOFFOLI
MANAGING MEMBER

LANDSEA HOMES OF CALIFORNIA LLC, A DELAWARE LIMITED LIABILITY COMPANY, BENEFICIARY UNDER A DEED OF TRUST RECORDED APRIL 22, 2025 AS INSTRUMENT NO. 2025000117251 OFFICIAL RECORD OF OFFICIAL RECORDS.

BY: _____
TOM BAINE
PRESIDENT

NOTARY 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 _____ } SS

ON _____, BEFORE ME, _____,
NOTARY PUBLIC, PERSONALLY APPEARED _____

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY
NAME _____ MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

NOTARY 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 _____ } SS

ON _____, BEFORE ME, _____,
NOTARY PUBLIC, PERSONALLY APPEARED _____

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY
NAME _____ MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

SIGNATURE OMISSIONS

SEE SHEET 2

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TIG 9 LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN FEBRUARY 2023. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

FOR RENEW ONLY

6/3/2025

DANE P. MCDUGALL
L.S. 9297

DATE



COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT, RELATIVE TO THE TRACT MAP BOUNDARY.

DATED THIS _____ DAY OF _____, _____

LILY M. N. SANDBERG, CHIEF DEPUTY COUNTY SURVEYOR
L.S. 8402

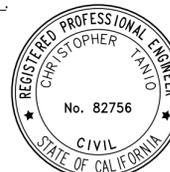


CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP, AND ALL APPROVED ALTERATIONS THEREOF. THAT ALL PROVISIONS OF STATE LAW AND LOCAL SUBDIVISION ORDINANCES OF THE CITY OF PLACENTIA APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66442 (a)(1)(2) AND (3) HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, _____

CHRISTOPHER TANIO, P.E. 82756
CITY ENGINEER, CITY OF PLACENTIA



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH THE MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT STATED TO BY THE COUNTY SURVEYOR.

DATED THIS _____ DAY OF _____, _____

MICHAEL L. FOREMAN, P.L.S. 5778
CITY SURVEYOR, CITY OF PLACENTIA



CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS
CITY OF PLACENTIA

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF PLACENTIA AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, _____ AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP, AND DID ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS; THE DEDICATION, IN FEE, FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES OF: LOT A (JEFFERSON STREET).

AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF PLACENTIA, THE EASEMENT FOR INGRESS AND EGRESS PURPOSES, FOR EMERGENCY AND PUBLIC SECURITY VEHICLES, AS DEDICATED.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, _____

ROBERT S. MCKINNELL
CITY CLERK OF THE CITY OF PLACENTIA

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, _____

SHARI L. FREIDENRICH BY: _____
COUNTY TREASURER-TAX COLLECTOR TREASURER - TAX COLLECTOR

SHEET 2 OF 6 SHEETS
 ALL OF TENTATIVE TRACT NO. 19300
 NUMBERED LOTS: 3
 LETTERED LOT: 1
 GROSS: 4.954 ACRES
 NET: 4.794 ACRES

TRACT NO. 19300

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA
 FOR CONDOMINIUM PURPOSES

DANE P. MCDUGALL
 L.S. 9297



DATE OF SURVEY:
 FEBRUARY 2023

SEE SHEET 3 FOR BOUNDARY
 ESTABLISHMENT.
 SEE SHEETS 4-6 FOR EASEMENT
 DETAILS.

MONUMENT NOTES

- ① SEARCHED FOUND NOTHING. ESTABLISHED BY 5 TIES ON TOP OF CURB PER UNFILED C.R. 2024-2474. SEE DETAIL "A" HEREON.
 - ② FOUND GEAR SPIKE AND WASHER STAMPED "LS 5921" PER R3, DOWN 0.1' IN ASPHALT, OFF S72°02'11"E 0.09' FROM CORNER.
 - ③ FOUND GEAR SPIKE AND WASHER STAMPED "LS 5921" PER R3, FLUSH IN ASPHALT, OFF S89°43'16"E 0.15' FROM CENTERLINE.
 - ④ FOUND SPIKE AND WASHER STAMPED "RCE 21005" PER R1, DOWN 0.2' IN ASPHALT.
 - ⑤ FOUND SPIKE AND WASHER STAMPED "RCE 21005" PER R1, FLUSH IN ASPHALT.
 - ⑥ OCS GPS NO. 5231
 FOUND PUNCHED 2" BRASS DISK IN WELL MONUMENT, PER R1, R2, R3, R5. DOWN 2.0'.
 - ⑦ FOUND PUNCHED 1" BRASS DISK STAMPED "OCFCD R/W" PER R1, DOWN 1.5'. HELD FOR LINE PER R1, OFF S77°12'21"E 0.05' (0.08' R1).
 - ⑧ FOUND 1" OPEN IRON PIPE, DOWN 0.2', PER R6, OFF N52°38'08"E 0.13'.
 - ⑨ FOUND 2" IRON PIPE WITH NAIL AND TAG "LS 3999" PER R5, DOWN 0.2'.
 - ⑩ FOUND 1.5" OPEN IRON PIPE, DOWN 0.7', OFF S30°55'07"E 1.07', PER R6.
 - ⑪ FOUND 1" IRON PIPE WITH NAIL AND TAG "LS 2037" PER R1. DOWN 1.0'.
 - ⑫ FOUND 1.5" IRON PIPE WITH NAIL, NO TAG, DOWN 0.5'. ACCEPTED AS 1.5" IRON PIPE TAGGED "RCE 21005" PER R1.
 - ⑬ FOUND SPIKE AND WASHER STAMPED "ORANGE COUNTY SURVEYOR", DOWN 0.2' PER R2.
 - ⑭ FOUND LEAD, TACK, AND TAG STAMPED "LS 7725" ON TOP OF CURB IN LIEU OF SPIKE AND WASHER STAMPED "LS 7725" IN ASPHALT PER R2.
 - ⑮ FOUND SPIKE AND WASHER STAMPED "LS 5411" FLUSH IN ASPHALT, ACCEPTED AS SPIKE AND WASHER, ILLEGIBLE, DOWN 0.1' PER R1.
- INDICATES FOUND MONUMENT AS NOTED.
 ▲ INDICATES CONTINUOUS GPS STATION (CGPS).
 ○ INDICATES 2" IRON PIPE TAGGED "LS 9297", FLUSH; OR LEAD, TACK, AND TAG STAMPED "LS 9297", FLUSH; OR SPIKE AND WASHER STAMPED "LS 9297 MCDUGALL", FLUSH, IN ASPHALT; OR NAIL AND TAG STAMPED "LS 9297" ON TOP OF WALL, TO BE SET.

ESTABLISHMENT NOTES

- Ⓐ SEARCHED, FOUND NOTHING. ESTABLISHED THE INTERSECTION OF THE CENTERLINE OF VAN BUREN STREET AND THE OLD CENTERLINE OF ORANGETHORPE AVENUE BY HOLDING RECORD DISTANCE OF 5.75' PER R2.
- Ⓑ SEARCHED, FOUND NOTHING. ESTABLISHED BY PROPORTIONATE MEASUREMENT PER R2.
- Ⓒ SEARCHED, FOUND NOTHING. ESTABLISHED BY HOLDING A LINE FROM ⑨ TANGENT TO A THE 730.00' RADIUS CURVE ESTABLISHED TANGENT TO THE LINE BETWEEN ④ AND ⑦.
- Ⓓ SEARCHED, FOUND NOTHING. ESTABLISHED THE INTERSECTION OF THE CENTERLINE OF THE A.T.&S.F. RAILROAD RIGHT OF WAY WITH THE CENTERLINE OF VAN BUREN STREET BY HOLDING RECORD DISTANCE OF 118.83' FROM Ⓐ PER R2 AND HOLDING RECORD ANGLE OF 90°16'52" PER R2.

MAP REFERENCES

- R1 - RECORD OF SURVEY NO. 82-1126, R.S.B. 104/11.
 R2 - TRACT NO. 19104, M.M. 998/26-30.
 R3 - RECORD OF SURVEY NO. 2009-1071, R.S.B. 240/42-49.
 R4 - TRACT NO. 13178, M.M. 618/41-42.
 R5 - PARCEL MAP NO. 86-101, P.M.B. 219/18-19.
 R6 - PARCEL MAP NO. 2024-113, P.M.B. 419/4-7. (SEE RECORD DIMENSION NOTE ON SHEET 3).
 () - INDICATES RECORD OR CALCULATED DATA PER NOTED REFERENCE.

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) AND (C) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

STANDARD OIL COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PIPE AND POLE LINES PURPOSES PER DOCUMENT RECORDED NOVEMBER 3, 1919 IN BOOK 345, PAGE 72, OF DEEDS.

REDU HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS ACCESS PURPOSES PER DOCUMENT RECORDED NOVEMBER 20, 2024 AS INSTRUMENT NO. 2024000303374 OF OFFICIAL RECORDS.

LAOR LIQUIDATING ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP HOLDER OF OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS, AND OTHER MINERALS OR FLUIDS RIGHTS AS RESERVED IN A DOCUMENT RECORDED NOVEMBER 20, 2024 AS INSTRUMENT NO. 2024000303372 OF OFFICIAL RECORDS.

CONDOMINIUM NOTE

THIS SUBDIVISION IS A CONDOMINIUM PROJECT AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA AND IS FILED PURSUANT TO THE SUBDIVISION MAP ACT. LOT 1 CONTAINS A MAXIMUM NUMBER OF 58 DWELLING UNITS, LOT 2 CONTAINS A MAXIMUM NUMBER OF 6 DWELLING UNITS, AND LOT 3 CONTAINS A MAXIMUM NUMBER OF 76 DWELLING UNITS.

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE VI, NAD 83, (2017.50 EPOCH OCS GPS ADJUSTMENT), AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "SACY" AND "CNPP" BEING NORTH 65°16'44.3" EAST AS DERIVED FROM GEODETIC VALUES PUBLISHED AND ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR. SEE SHEET 3 FOR DEPICTION.

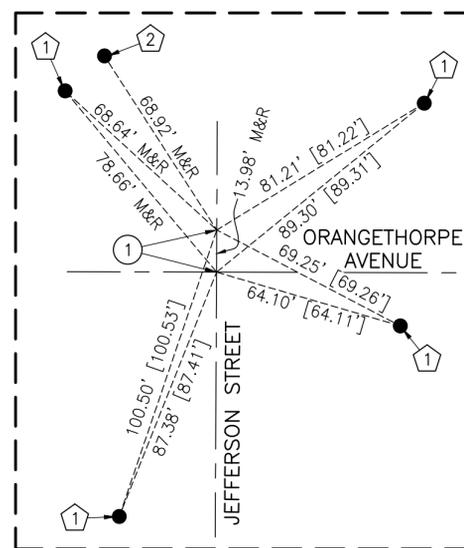
DATUM STATEMENT

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83, (2017.50 EPOCH OCS GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.999991139 (PROJECT SPECIFIC).

SURVEYOR'S NOTE

- THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.

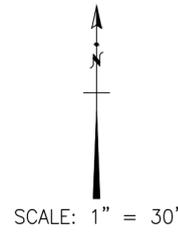


DETAIL "A"
 N.T.S.

DETAIL "A" TIE NOTES

- ① INDICATES FOUND LEAD, TACK, AND TAG STAMPED "LS 5411" ON TOP OF CURB PER UNFILED C.R. 2024-2474.
 - ② INDICATES FOUND LEAD, TACK, AND TAG STAMPED "2009 081479A" ON TOP OF CURB PER UNFILED C.R. 2024-2474.
 - [] INDICATES RECORD DATA PER UNFILED C.R. 2024-2474.
- M&R INDICATES MEASURED AND RECORD DATA PER UNFILED C.R. 2024-2474.

SHEET 4 OF 6 SHEETS
 ALL OF TENTATIVE TRACT NO. 19300
 NUMBERED LOTS: 3
 LETTERED LOT: 1
 GROSS: 4.954 ACRES
 NET: 4.794 ACRES



TRACT NO. 19300

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA
 FOR CONDOMINIUM PURPOSES

DANE P. MCDUGALL
 L.S. 9297

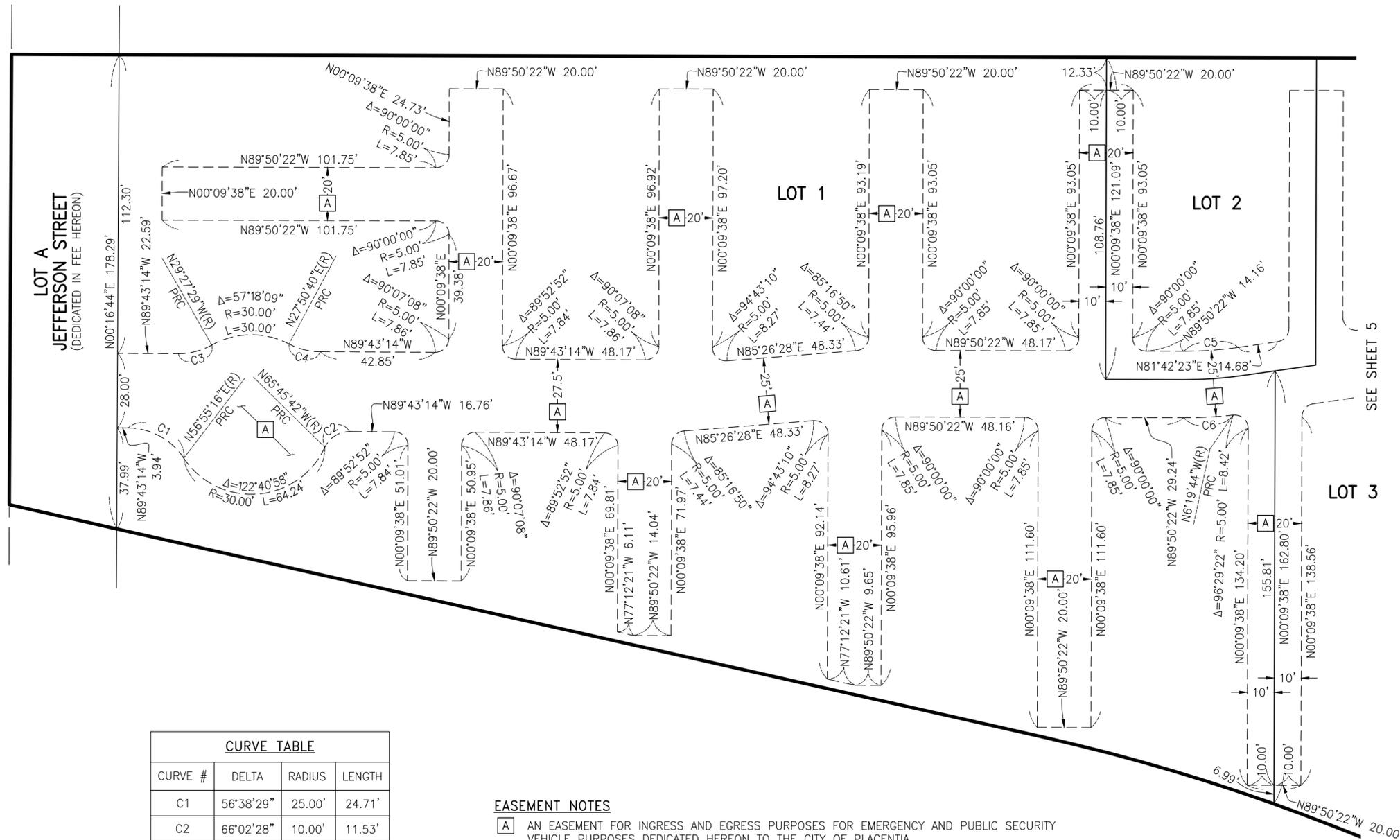


DATE OF SURVEY:
 FEBRUARY 2023

SEE SHEET 2 FOR MONUMENT NOTES,
 ESTABLISHMENT NOTES, MAP
 REFERENCES, SIGNATURE OMISSIONS,
 CONDOMINIUM NOTE, BASIS OF
 BEARINGS, DATUM STATEMENT, AND
 SURVEYOR'S NOTE.

SEE SHEET 3 FOR BOUNDARY
 ESTABLISHMENT.

SEE SHEETS 5 AND 6 FOR EASEMENT
 DETAILS.



CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	56°38'29"	25.00'	24.71'
C2	66°02'28"	10.00'	11.53'
C3	29°44'16"	25.00'	12.98'
C4	27°33'53"	25.00'	12.03'
C5	8°27'15"	137.50'	20.29'
C6	6°29'22"	162.50'	18.40'

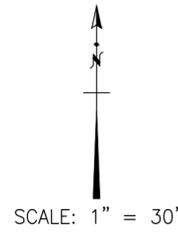
EASEMENT NOTES

A AN EASEMENT FOR INGRESS AND EGRESS PURPOSES FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES DEDICATED HEREON TO THE CITY OF PLACENTIA.

SEE SHEET 5

LOT 3

SHEET 5 OF 6 SHEETS
 ALL OF TENTATIVE TRACT NO. 19300
 NUMBERED LOTS: 3
 LETTERED LOT: 1
 GROSS: 4.954 ACRES
 NET: 4.794 ACRES



TRACT NO. 19300

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA
 FOR CONDOMINIUM PURPOSES

DANE P. MCDOUGALL
 L.S. 9297

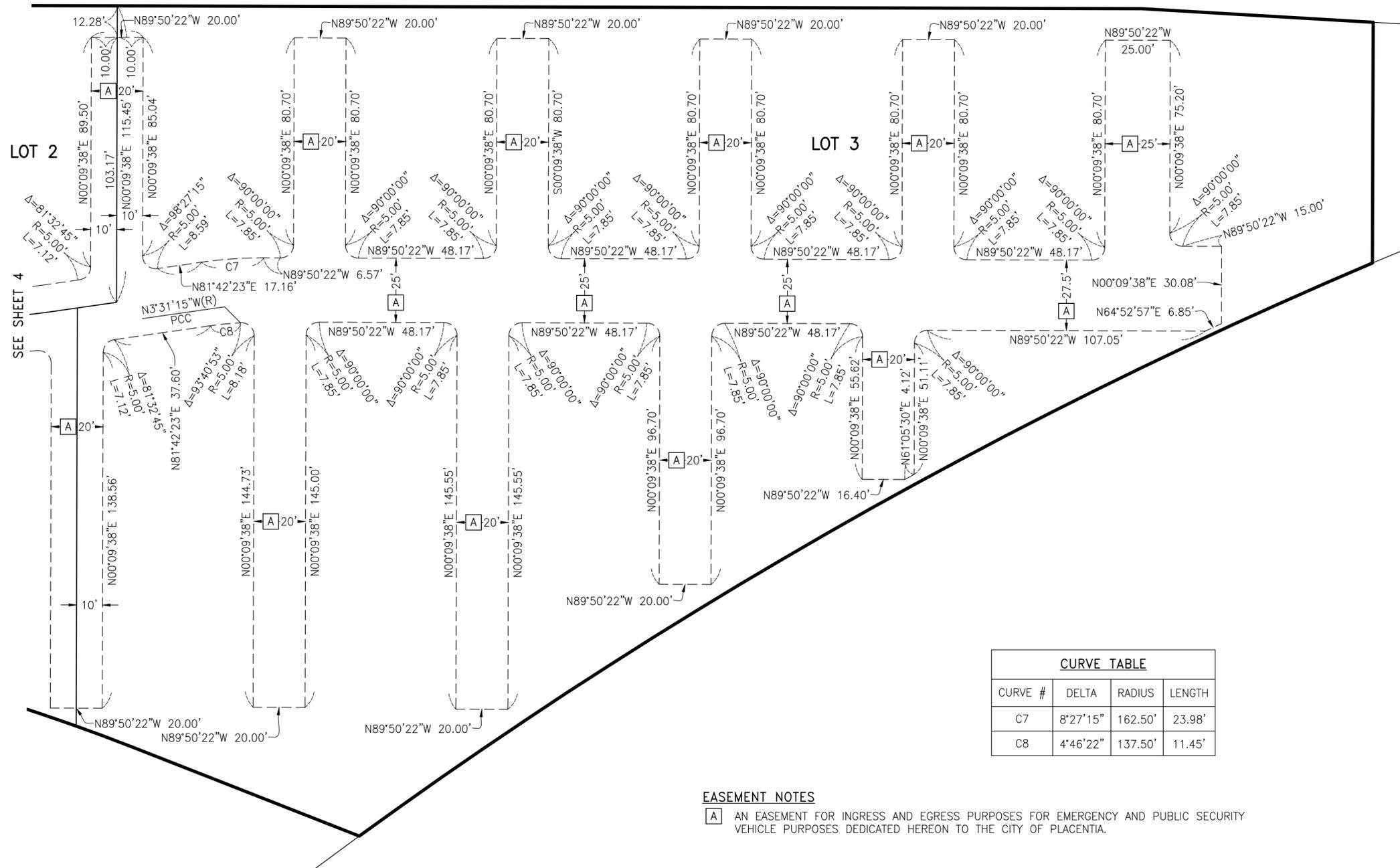


DATE OF SURVEY:
 FEBRUARY 2023

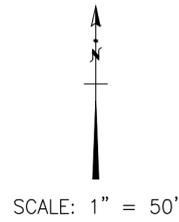
SEE SHEET 2 FOR MONUMENT NOTES,
 ESTABLISHMENT NOTES, MAP
 REFERENCES, SIGNATURE OMISSIONS,
 CONDOMINIUM NOTE, BASIS OF
 BEARINGS, DATUM STATEMENT, AND
 SURVEYOR'S NOTE.

SEE SHEET 3 FOR BOUNDARY
 ESTABLISHMENT.

SEE SHEETS 4 AND 6 FOR EASEMENT
 DETAILS.



SHEET 6 OF 6 SHEETS
 ALL OF TENTATIVE TRACT NO. 19300
 NUMBERED LOTS: 3
 LETTERED LOT: 1
 GROSS: 4.954 ACRES
 NET: 4.794 ACRES



TRACT NO. 19300

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA
 FOR CONDOMINIUM PURPOSES

DANE P. MCDUGALL
 L.S. 9297

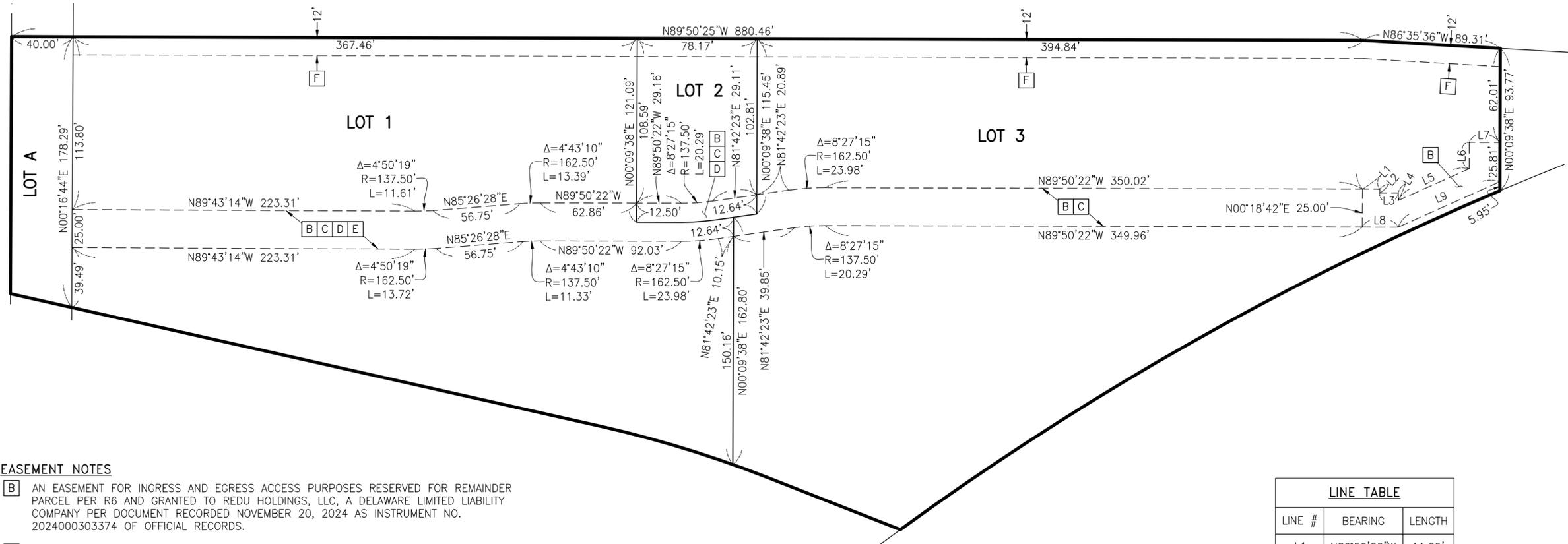


DATE OF SURVEY:
 FEBRUARY 2023

SEE SHEET 2 FOR MONUMENT NOTES,
 ESTABLISHMENT NOTES, MAP
 REFERENCES, SIGNATURE OMISSIONS,
 CONDOMINIUM NOTE, BASIS OF
 BEARINGS, DATUM STATEMENT, AND
 SURVEYOR'S NOTE.

SEE SHEET 3 FOR BOUNDARY
 ESTABLISHMENT.

SEE SHEETS 4 AND 5 FOR EASEMENT
 DETAILS.



EASEMENT NOTES

- [B] AN EASEMENT FOR INGRESS AND EGRESS ACCESS PURPOSES RESERVED FOR REMAINDER PARCEL PER R6 AND GRANTED TO REDU HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY PER DOCUMENT RECORDED NOVEMBER 20, 2024 AS INSTRUMENT NO. 2024000303374 OF OFFICIAL RECORDS.
- [C] AN EASEMENT FOR INGRESS AND EGRESS ACCESS PURPOSES RESERVED FOR PARCEL 4 PER R6.
- [D] AN EASEMENT FOR INGRESS AND EGRESS ACCESS PURPOSES RESERVED FOR PARCEL 3 PER R6.
- [E] AN EASEMENT FOR INGRESS AND EGRESS ACCESS PURPOSES RESERVED FOR PARCEL 2 PER R6.
- [F] AN EASEMENT FOR PIPE AND POLE LINES PURPOSES IN FAVOR OF STANDARD OIL COMPANY, A CORPORATION PER DOCUMENT RECORDED NOVEMBER 3, 1919 IN BOOK 345, PAGE 72 OF DEEDS.

LINE TABLE

LINE #	BEARING	LENGTH
L1	N89°50'22"W	11.25'
L2	N00°09'38"E	2.50'
L3	N89°50'22"W	12.00'
L4	N00°09'38"E	4.92'
L5	N65°41'50"E	50.72'
L6	N00°09'38"E	17.33'
L7	N89°50'22"W	20.00'
L8	N89°50'22"W	23.32'
L9	N65°41'50"E	72.69'

CITY OF PLACENTIA
SUBDIVISION IMPROVEMENT AGREEMENT
PUBLIC IMPROVEMENTS – TRACT MAP 19300

THIS PUBLIC IMPROVEMENT AGREEMENT (“Agreement”) is made and entered into as of this 15th day of July, 2025, by and between the CITY OF PLACENTIA, a Charter City and municipal corporation (“CITY”), and, Landsea Homes of California, LLC (“DEVELOPER”). In consideration of the approval by CITY of the Project described below and the mutual covenants and agreements contained herein, CITY and DEVELOPER agree as follows:

A. Recitals.

(ii) DEVELOPER seeks approval of Tract No. 19300 “Jaxon” (“Project”) involving that certain real property more particularly described in Exhibit “A,” attached hereto and incorporated into this Agreement

(iii) In consideration of the approval of the Project, DEVELOPER desires to enter into this Agreement, whereby DEVELOPER covenants to install and complete, at DEVELOPER’S own expense, all public improvement work required by CITY in connection with the Project (“Improvements”).

(iv) Improvement plans for the construction, installation and completion of the Improvements have been prepared by DEVELOPER and approved by the City Engineer.

(v) All legal prerequisites to the making of this Agreement have occurred.

B. Agreement.

NOW, THEREFORE, in consideration of the approval the Project identified herein and other good and valuable consideration, receipt of which is hereby acknowledged, DEVELOPER and CITY agree as follows:

1. In consideration of CITY’S approval of the Project, DEVELOPER undertakes and agrees that it will, at DEVELOPER’S sole cost and expense, make all the Improvements upon and in connection with the Project in accordance with plans and specifications therefore on file with City (“Approved Plans”), incorporated herein and made a part hereof, and including all conditions of approval required by the Planning Commission and City Council of CITY (“Conditions”) in connection with the various steps leading to approval of the Project. DEVELOPER further undertakes and agrees upon the same consideration to comply with all ordinances and regulations of CITY, and to do all other and further acts required of it pursuant to this Agreement. DEVELOPER agrees in connection therewith to pay or cause to be paid all amounts becoming due to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to the Project with respect to such Improvements, or to DEVELOPER with respect thereto. DEVELOPER agrees that all such Improvements shall be constructed and completed in accordance with the Approved Plans, City standards as determined by the City Engineer and in

accordance with any Conditions as hereinabove referred to, and in accordance with the remaining provisions of this Agreement. In case of any dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties.

2. Subject to the provisions of § 27, below, DEVELOPER shall commence the construction and installation of the Improvements within 90 days from the approval of the Project by CITY and shall complete said work within 365 days from the date of execution of this Agreement.

3. DEVELOPER shall acquire and dedicate, or pay the cost of acquisition by CITY, of all rights-of-way, easements and other interests in real property for construction or installation of the Improvements, free and clear of all liens and encumbrances. DEVELOPER'S obligations with regard to acquisition by CITY of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between DEVELOPER and CITY. DEVELOPER shall also be responsible for obtaining any public or private drainage easements or authorizations.

4. If any of the Improvements and/or land development work contemplated by this Agreement are to be constructed or installed on land not owned by DEVELOPER, no construction or installation shall be commenced prior to:

a. Receipt and conditional acceptance of the offer of dedication to CITY of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the Improvements or work, in form approved by CITY'S City Attorney; or

b. The dedication to, and acceptance by, CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer; or

c. The issuance by a court of competent jurisdiction pursuant to the Eminent Domain Law of the State of California of an order of possession. DEVELOPER shall comply in all respects with the order of possession. Nothing contained in this § 4 shall be construed as authorizing or granting an extension of time to DEVELOPER.

5. DEVELOPER shall at all times guarantee DEVELOPER'S performance of this Agreement by furnishing to CITY, and maintaining, good and sufficient security on forms approved by CITY for the purposes and in the amounts as follows:

a. To assure faithful performance of this Agreement in regard to said Improvements in an amount of 100% of the estimated cost of the Improvements;

b. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the Improvements required to be constructed or installed pursuant to this Agreement in the additional amount of 100% of the estimated cost of the Improvements;

c. To guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 25% of the estimated cost of the Improvements; and

6. The securities required by this Agreement shall be maintained in the Office of the City Clerk. The terms and provisions of the security documents referenced herein are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released. The City Engineer shall approve replacement of security, in writing.

7. While no action of DEVELOPER shall be required in order for CITY to realize on its security under any security document, DEVELOPER agrees to cooperate with CITY to facilitate CITY'S realization under any security, and to take no action to prevent CITY from such realization under any such security. Notwithstanding the giving of any security or the subsequent expiration of any security or any failure by any surety or financial institution to perform its obligations with respect thereto, DEVELOPER shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the Improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefore, deliver to City such substitute security as CITY shall require satisfying the requirements in this § 7.

8. DEVELOPER shall, at all times, maintain proper facilities and safe access for inspection of the Improvements by CITY and to the shops wherein any work is in preparation. Upon completion of the work, DEVELOPER may request a final inspection by the City Engineer. If the City Engineer determines that the work has been completed in accordance with the provisions of this Agreement, then the City Engineer shall certify the completion of the Improvements to the City Council. No Improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in conformance with the Approved Plans, Conditions and CITY standards. DEVELOPER shall bear all costs of plan check, inspection and certification.

9. Subject to approval by the City Council of CITY, the securities required by this Agreement shall be released as follows:

a. Security for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.

b. The City Engineer may authorize release of a portion of the security given for faithful performance of Improvements work as the improvement progresses upon application therefore by the DEVELOPER; provided; however, that no such release shall be for an amount less than 25% of the total improvement security given for faithful performance of the improvement work. In no event shall the City Engineer authorize a

release of the improvement security, which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.

c. Security to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six (6) months after the completion and acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to the City Council of CITY, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in § 5, the warranty period shall not commence until final acceptance of all the work and Improvements by the City Council.

e. CITY may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

10. DEVELOPER shall promptly replace, or cause to be replaced, or repair or have repaired, as the case may be, any public improvements, public utility facilities and surveying monuments which are destroyed or damaged as a result of any work under this Agreement. DEVELOPER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

11. DEVELOPER shall, at DEVELOPER'S sole cost and expense, obtain any and all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

12. Default of DEVELOPER shall include, but not be limited to, DEVELOPER'S failure to timely commence construction pursuant to the provisions of this Agreement; DEVELOPER'S failure to timely complete construction of the Improvements; DEVELOPER'S failure to timely cure any defect in the Improvements; DEVELOPER'S failure to perform substantial construction work for a period of twenty (20) days after commencement of the work; DEVELOPER'S insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which DEVELOPER fails to discharge within thirty (30) days after the filing thereof; the commencement of a foreclosure action against the Project or the property described in Exhibit A, or any conveyance in lieu or in avoidance of foreclosure; or DEVELOPER'S failure to perform any other obligation under this Agreement.

13. CITY reserves to itself all remedies available to it at law or in equity for breach of DEVELOPER'S obligations under this Agreement. CITY shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate CITY damages in event of default by DEVELOPER. The right of CITY to draw upon or utilize such security is in addition to and not in lieu of any other remedy available to CITY. It is specifically understood by DEVELOPER that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, CITY'S damages due to DEVELOPER'S default shall be measured by the actual cost of completing the required Improvements. The sums provided by the improvement security may be used by CITY for the completion of the Improvements in accordance with the improvement plans and specifications contained herein.

14. In the event DEVELOPER defaults under this Agreement, DEVELOPER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER'S Surety, and agrees to pay the entire cost of such performance by CITY.

15. CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY deems advisable, for the account and at the expense of DEVELOPER, and DEVELOPER'S surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby. In such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the Improvements and necessary for performance of the work.

16. In the event DEVELOPER fails to perform any obligation hereunder, DEVELOPER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

17. The failure of CITY to take enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach of DEVELOPER.

18. Compliance with Labor Code. This Agreement is subject to, and DEVELOPER agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, workers compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including Sections 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 and 1861, which provisions are specifically incorporated herein by reference as though set forth herein in their entirety. DEVELOPER shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the improvements hereunder.

19. DEVELOPER hereby warrants and guarantees all work hereunder against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to CITY, for a period of one (1) year following

completion of the work and acceptance by CITY (“Warranty Period”). During the Warranty Period, DEVELOPER shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the then-current ordinances, resolutions, regulations, codes, standards, or other requirements of CITY, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty Period shall be at the sole cost, expense, and liability of DEVELOPER and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty Period, DEVELOPER and its surety hereby agree to extend the Warranty Period for an additional one (1) year period following CITY’S acceptance of the repaired, replaced, or reconstructed improvement(s). Nothing herein contained shall relieve DEVELOPER from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any such improvement following expiration of the Warranty Period or any extension thereof. DEVELOPER’S warranty obligation under this section shall survive the expiration or termination of this Agreement.

20. Neither DEVELOPER nor any of DEVELOPER’S agents or contractors are or shall be considered to be agents of CITY in connection with the performance of DEVELOPER’S obligations under this Agreement.

21. Until such time as the Improvements are accepted by CITY, DEVELOPER shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed hereunder. Until such time as all Improvements required by this Agreement are fully completed and accepted by CITY, DEVELOPER will be responsible for the care, maintenance of, and any damage to such Improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or Improvements specified in this Agreement prior to the completion and acceptance of the work or Improvements. All such risks shall be the responsibility of and are hereby assumed by DEVELOPER.

22. Nothing contained herein shall preclude CITY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other persons for the apportionment of costs of water and sewer mains, or other Improvements, pursuant to the provisions of CITY ordinances providing therefore, nor shall anything in this Agreement commit CITY to any such apportionment.

23. Until final acceptance of the Improvements, DEVELOPER shall give good and adequate warning to the public of each and every dangerous condition existing in, about or around said Improvements, and will take all reasonable actions to protect the public from any such dangerous condition.

24. Upon acceptance of the work by CITY and recordation of a Notice of Completion, ownership of the Improvements constructed pursuant to this Agreement shall vest in CITY.

25. DEVELOPER shall defend, indemnify, and hold harmless CITY, and its elected and appointed officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal,

state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of DEVELOPER, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of CITY, and its elected and appointed officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of CITY as determined by a court or administrative body of competent jurisdiction. DEVELOPER'S obligation to indemnify hereunder shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by CITY, its elected and appointed officials, officers, employees, or agents.

26. Time is of the essence of this Agreement.

27. DEVELOPER shall commence substantial construction of the Improvements required by this Agreement as specified in § 2, above. In the event good cause exists, as determined by the City Administrator or his or her designee, the time for commencement of construction or completion of the Improvements hereunder may be extended. The request for extension shall be made in writing to the City Administrator. Any approval of the extension shall be in writing, executed by the City Administrator. Any such extension may be granted without notice to DEVELOPER'S surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Administrator shall be the sole and final judge as to whether or not good cause has been shown to entitle DEVELOPER to an extension. Delay, other than delay in the commencement of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by DEVELOPER, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the City Administrator may require DEVELOPER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

28. Performance by DEVELOPER of this Agreement shall not be construed to vest DEVELOPER'S rights with respect to any change in any zoning or building law or ordinance.

29. If DEVELOPER fails to construct and install all or any part of the Improvements within the time required by this Agreement, or if DEVELOPER fails to comply with any other obligation contained herein, DEVELOPER and its surety shall be jointly and severally liable to CITY for all administrative expenses, fees, and costs, including reasonable attorneys' fees and costs, incurred in obtaining compliance with this Agreement or in prosecuting any legal action or for any other remedies permitted by law.

30. All notices required or permitted under this Agreement shall be in writing and delivered in person or sent by mail, postage prepared, and addressed as follows:

To CITY: City of Placentia
 401 E. Chapman Ave.
 Placentia, California 92870-6101
 Attention: Gabriel Guerrero
 Deputy Director of Public Works

With a copy to: Christian Bettenhausen
 City Attorney
 City of Placentia
 3777 N. Harbor Blvd
 Fullerton, CA 92835
 Email clb@jones-mayer.com

To DEVELOPER: Landsea Homes of California LLC
 7525 Irvine Center Dr. STE 200
 Irvine, CA 92618
 Attention: Sam Grable

With a copy to: Landsea Homes of California LLC
 7525 Irvine Center Dr. STE 200
 Irvine, CA 92618
 Attention: David J. Mello, Jr

Any such notice, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

31. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

32. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

**EXHIBIT “A”
LEGAL DESCRIPTION**

Real property in the City of Placentia, County of Orange, State of California, described as follows:

Tract 1: (APN: 346-162-02)

Parcel A:

Parcels 1 through 3 of Parcel Map No. 2024-113, as shown by map on file in Book 419, Pages 4 through 7, of parcel maps, records of Orange County, California.

Parcel B:

Non-exclusive easements for ingress and egress access purposes as reserved on Parcel Map No. 2024-113, as shown by map on file in Book 419, Pages 4 through 7, of parcel maps, records of Orange County, California.

Tract 2: (Portion of APN: 346-162-01)

Parcel A:

Parcel 4 of Parcel Map No. 2024-113, as shown by map on file in Book 419, Pages 4 Through 7, of parcel maps, records of Orange County, California.

Excepting all oil, gas, asphaltum and other hydrocarbons, and other minerals or fluids, whether similar to those herein specified or not (collectively, "Substances"), within or underlying the property that lie at a depth of 500 feet or more beneath the surface; along with the sole and exclusive right to drill wells from other lands into and through the subsurface of the property below a depth of 500 feet from the surface, and to develop mines and construct tunnels, shafts and other works in and through such subsurface for the purpose of recovering substances, along with the right to receive rents, royalties or other payments from the extraction or production of Substances. Notwithstanding the foregoing, this reservation of subsurface rights, interests, and substances does not include the reservation of any right to use the surface of the property or that portion of the subsurface lying above a depth of 500 feet beneath the surface for the exploration, development, extraction, removal or storage of substances as reserved in Grant Deed recorded November 20, 2024 as Instrument No. 2024000303372 of Official Records.

Parcel B:

Non-exclusive easements for ingress and egress access purposes as reserved on Parcel Map No. 2024- 113, as shown by map on file in Book 419, Pages 4 through 7, of parcel maps, records of Orange County, California.

Dated: 6/24/2025

LANDSEA HOMES OF CALIFORNIA
LLC

A Charter City and municipal corporation
CITY OF PLACENTIA,

By: 
Name: Sam Grable
Title: Assistant Secretary

Kevin Kirwin, Mayor

ATTEST:

By: 
Name: David J. Mello, Jr.
Title: Vice President

Robert S. McKinnell, City Clerk

Approved as to form:

Christian Bettenhausen,
City Attorney

DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BY LAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

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 June 26, 2025 before me, Terri L. Piligian, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Terri L. Piligian (Seal)

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.

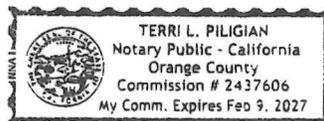
State of California
County of Orange)

On June 26, 2025 before me, Terri L. Piligian, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Terri L. Piligian* (Seal)



Agenda Item No: 1.e

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: July 15, 2025

Submitted by: Samantha Byfield

From: Public Works

Subject:

Approval of the Updated Sewer System Management Plan

Financial Impact:

Fiscal Impact:

None.

Summary:

On May 2, 2006, the State Water Resources Control Board (SWRCB) adopted statewide Waste Discharge Requirements (WDRs) for all sewer collection agencies and cities. The City, as an owner of a publicly owned sewer collection system, is required to update its Sewer System Management Plan (SSMP) periodically. Accordingly, the City approved the Sewer System Management Plan (SSMP) at a public meeting on July 21, 2009, thereby remaining in compliance with the SWRCB's mandate. The SWRCB requires the SSMP to be audited every two (2) years and reapproved at a public meeting every five (5) years. This action will approve the update to the SSMP.

Recommendation:

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

1. Approve the City's Sewer System Management Plan update as required by the State Water Resources Control Board; and
2. Direct Staff to submit the Sewer System Management Plan to the State Water Resources Control Board.

Strategic Plan Statement:

There is no specific strategic planning statement or goal associated with this agenda item.

Discussion:

On May 2, 2006, the SWRCB adopted Statewide General WDRs which require a Monitoring and Reporting Program for sanitary sewer systems by the issuance of Order No. 2006-0003-DWQ (Order). The regulations in the Order were in response to growing public concern about the water quality impacts of Sanitary Sewer Overflows, particularly those that cause beach closures, adverse effects to other bodies of water, or pose serious health and safety or nuisance problems. Accordingly, the City Council approved the SSMP at a public meeting on July 21, 2009. Updates to the SSMP were completed and approved by the City Council on July 15, 2014 and February 18, 2020, thereby remaining in compliance with the SWRCB's

mandate.

On December 6, 2022, the SWRCB adopted the WDR to regulate wastewater collection system management on General Order No. 2022-0103-DWQ (2022 Order). It became effective on June 5, 2023, and superseded the previous SWRCB Order No. 2006-0003-DWQ. All sections and attachments of this 2022 Order are enforceable by the SWRCB and Regional Water Quality Control Boards. The SWRCB now requires the SSMP to be updated and approved by the City Council every six years and audited every two years. The City's SSMP has been updated based on the requirements of the 2022 Order and incorporates recent spill reports and updates to associated programs and procedures.

The 2022 Order requires the SSMP Update to be approved by a governing body prior to submittal to the SWRCB. Upon approval of the SSMP Update by City Council, the document will be submitted to California Integrated Water Quality System by the City's Legally Responsible Officer by the August 2, 2025 deadline. Volume I of the SSMP is attached for review and approval. Volume II of the SSMP includes supporting documents such as a log of changes, the spill response plan, legal authority, and copies of sewer maps. Volume II is extensive and due to its large size has not been attached to this report but is available for review with the City Clerk's office.

Fiscal Impact Summary:

There is no fiscal impact associated with the requested actions.

Attachments

[Placentia SSMP Update June 2025 Volume I.pdf](#)



CITY OF PLACENTIA
SEWER SYSTEM MANAGEMENT PLAN

JUNE 2025

SEWER SYSTEM MANAGEMENT PLAN

Prepared for:

CITY OF PLACENTIA
401 East Chapman Avenue
Placentia, California 92870

Pursuant to the provisions of the
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD
ORDER WQ 2022-0103-DWQ
STATEWIDE WASTE DISCHARGE REQUIREMENTS (WDR)
GENERAL ORDER FOR SANITARY SEWER SYSTEMS

June 2025

2025 Update Prepared By:



Willdan Engineering
374 Poli Street, Suite 101
Ventura, California 93001
(805) 653-6597

THIS PAGE INTENTIONALLY BLANK

TABLE OF CONTENTS.....	i
ABBREVIATIONS / ACRONYMS	iii
INTRODUCTION.....	1
DEFINITIONS.....	3
CHAPTER 1 – PROHIBITIONS AND PROVISIONS	5
1.1 Prohibitions.....	5
1.2 Provisions	5
CHAPTER 2 – GOALS AND ASSETS.....	9
CHAPTER 3 – DESCRIPTION OF ORGANIZATION	1
3.1 Name of Responsible or Authorized Representative	11
3.1.1 Administrative and Maintenance Positions	11
3.1.2 Compliance Summary.....	11
3.1.3 Compliance Documents	12
3.1.4 Roles and Responsibilities.....	14
3.2 Chain of Communication.....	15
3.2.1 Compliance Summary.....	15
3.2.2 Compliance Documents	18
3.2.3 Roles and Responsibilities.....	18
CHAPTER 4 – LEGAL AUTHORITY	Error! Bookmark not defined.
4.1 Compliance Summary.....	19
4.2 Compliance Documents	20
CHAPTER 5 – OPERATIONS AND MAINTENANCE.....	23
5.1 Mapping.....	24
5.1.1 Compliance Summary.....	24
5.1.2 Compliance Documents	24
5.2 Preventive Maintenance Program	25
5.2.1 Compliance Summary.....	25
5.2.2 Compliance Documents	26
5.3 Rehabilitation and Replacement Plan	27
5.3.1 Compliance Summary.....	27
5.3.2 Compliance Documents	28
5.4 Training Program.....	28
5.4.1 Compliance Summary.....	28
5.4.2 Compliance Documents	29
5.5 Equipment and Parts Inventories	29
5.5.1 Compliance Summary.....	29
5.5.2 Compliance Documents	29
CHAPTER 6 – DESIGN AND PERFORMANCE PROVISIONS.....	31
6.1 Compliance Summary.....	31
6.2 Compliance Documents	32
CHAPTER 7 – SPILL EMERGENCY RESPONSE PLAN.....	33
7.1 Compliance Summary.....	34

7.2	Compliance Documents	34
CHAPTER 8 – SEWER PIPE BLOCKAGE CONTROL PROGRAM		35
8.1	Compliance Summary.....	35
8.2	Compliance Documents	36
CHAPTER 9 – SYSTEM EVALUATION AND CAPACITY ASSURANCE AND CAPITAL IMPROVEMENTS.....		37
9.1	Compliance Summary.....	39
9.2	Compliance Documents	42
CHAPTER 10 – MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS		43
10.1	Compliance Summary.....	43
10.2	Compliance Documents	44
CHAPTER 11 – PROGRAM AUDITS		45
11.1	Compliance Summary.....	45
11.2	Compliance Documents	45
CHAPTER 12 – COMMUNICATIONS		47
12.1	Compliance Summary.....	47
12.2	Compliance Documents	47
CHAPTER 13 – GENERAL COMPLIANCE REQUIREMENTS		49
13.1	SSMP and Program Certification.....	499
13.2	Compliance Summary.....	49
13.3	Compliance Documents	499

BMP	Best Management Practice
CCTV	Closed-Circuit Television
CIP	Capital Improvement Program
City	City of Placentia
CIWQS	California Integrated Water Quality System
CPC	California Plumbing Code
CWEA	California Water Environment Association
ERP	Emergency Response Plan
FOG	Fats, Oils, and Grease
FSE	Food Service Establishment
GIS	Geographic Information System
GPS	Global Positioning System
GWDR	General Waste Discharge Requirements also referred to as the Waste Discharge Requirements (WDR)
I&I	Inflow & Infiltration
LRO	Legally Responsible Official
MRP	Monitoring and Reporting Program
MS4	Municipal Separate Storm Sewer System
NASSCO	National Association of Sewer Service Companies
NPDES	National Pollutant Discharge Elimination System
O&M	Operation and Maintenance
OC	Orange County
OCHCA	Orange County Health Care Agency
OCSD	Orange County Sanitation District
OES	Office of Emergency Services (aka Cal OES)
Order	SWRCB Order No. 2006-0003-DWQ adopted May 2, 2006
PLSD	Private Lateral Sewage Discharge
PM	Preventative Maintenance
PMP	Preventative Maintenance Program
R&R	Rehabilitation and Replacement
Region 8	RWQCB, Santa Ana Region
RWQCB	Regional Water Quality Control Board
SECAP	System Evaluation and Capacity Assurance Plan
SOP	Standard Operating Procedure <u>or</u> Standard Maintenance Procedure
SSO	Sanitary Sewer Overflow and any sewer spill or overflow of sewage
SSOERP	Sanitary Sewer Overflow Emergency Response Plan
SSMP	Sewer System Management Plan
SWRCB	State Water Resources Control Board
VCP	Vitrified Clay Pipe
WDR	Waste Discharge Requirements, also referred to as the General Waste Discharge Requirements (GWDR)
WWTP	Wastewater Treatment Plant

THIS PAGE INTENTIONALLY BLANK

INTRODUCTION

On December 6, 2022 the State Water Resources Control Board (SWRCB or State Water Board) adopted Order Number 2022-0103-DWQ Statewide General Waste Discharge Requirements General Order for Sanitary Sewer Systems (Order or WDR) that requires all publicly owned sewage collection systems having more than one mile of pipeline develop, implement and fund a Sewer System Management Plan (SSMP) which establishes the minimum requirements under which a public collection system must be operated and maintained. The purpose of the Order is to prevent spills and to provide a plan and schedule for measures to be implemented for spill prevention including measures to effectively clean up and report spills. A copy of the WDR is included in Appendix A.

As the City had been under a similar Order from the Santa Ana Regional Water Quality Control Board (Region 8) since 2002 the City had developed a successful SSMP to comply with the Region 8 Order. Because of the similarities of the two Orders, the SSMP developed for compliance to the Region 8 Order was rewritten to establish compliance with the new SWRCB Order. This is the most cost effective approach as most of the documentation and programs developed to comply with the Region 8 Order only required minor to moderate modifications to comply with the SWRCB Order.

The development and implementation of the SSMP has been very beneficial to the City of Placentia. The City now has an effective management, operations and maintenance (O&M) program for its sanitary sewer collection system that has resulted in a dramatic reduction in sewer overflows within the City. City food service establishments (FSE) are under a comprehensive fats, oils and grease (FOG) reduction program that has reduced the amount of FOG (the number one cause of sewer overflows, historically) into the City's sewer system. The City's sewer pipelines are annually cleaned and have been closed-circuit television (CCTV) inspected with deficient segments being added to the City's capital improvement program projects list. Funding is provided by the City's sewer service fee.

The City's written sewer management, operations and maintenance program is contained in two volumes. Volume I is the actual SSMP (this document) which summarizes the programs and activities the City utilizes to comply with the WDR. Volume II includes the appendices referenced in this SSMP. The SSMP is divided into chapters with each chapter dedicated to a specific element of the WDR. Each chapter contains the requirement taken from the WDR and the plan the City utilizes to comply with that requirement. Volume II contains the detailed written programs and practices the City utilizes for the management, operation and maintenance of its sanitary sewer system.

This SSMP reflects the ongoing day-to-day activities of the City of Placentia for the management, operation, maintenance, and funding of the City's sanitary sewer system. As such, this SSMP becomes a living document subject to constant review and revision as conditions and needs of the sanitary sewer collection system change. This SSMP relies on numerous supporting documents, also subject to change, that form the basis for how the City conducts its sanitary sewer collection system management, operation, and maintenance. Although subject to update at any time, the most current version of the SSMP is available at the Placentia City Hall and on

the City’s website. A change log to document any changes to any elements of this SSMP is included in Appendix B of Volume II of this SSMP.

Sewer System Management Plan Update Schedule

SSMP Update Due Dates							
8/2/2025		8/2/2031		8/2/2037		8/2/2043	
Audit Due Dates							
End of Audit Period	Audit Due Date	End of Audit Period	Audit Due Date	End of Audit Period	Audit Due Date	End of Audit Period	Audit Due Date
8/2/2024	2/2/2025	8/2/2027	2/2/2028	8/2/2030	2/2/2031	8/2/2033	2/2/2034
Annual Report (due April 1 st annually)							
Training Programs (Ongoing)							

The Sewer System Management Plan shall be updated once every six years, no later than the dates provided in the above schedule. The audit period is three years, and the internal audit shall be conducted no later than six months following the close of the audit period per the above schedule. The annual report is required to be completed in CIWQS by April 1st annually. Training is required to be conducted on an ongoing basis to ensure a continued understanding of the 2022 Order, elements of the SSMP and Spill Emergency Response Plan, and City procedures.

Sewer System Asset Overview

The City of Placentia was incorporated in 1926 and serves an area of approximately 6.7 square miles. The City is located in Orange County, where it is bordered to the south by the City of Anaheim, north by the City of Brea, and to the east by the City of Yorba Linda, and west by the City of Fullerton. The most recent population estimate was 53,395 residents as of 2024 per the United States Census.

The City of Placentia owns and operates approximately 85% or 84 miles of sanitary collection system pipelines within the City. The sanitary collection system in the remaining 15% areas of the City is owned, operated and maintained by the Yorba Linda Water District. Pipelines and manholes. Piping sizes range from 6” to 21” in diameter. Pipe construction is mostly VCP with sizes above 15” being both VCP and RCP. There are no lift stations or force mains as the entire system is a gravity flow system. Private laterals connect private properties to the City’s collection system but are not part of the City’s collection system. The City currently utilizes, under contract, the services of, Houston & Harris PSC, Inc. to clean, maintain and provide emergency response for the City owned portion of the sanitary collection system. The City maintains and updates its sewer system data via online databases, including Excel spreadsheets and mapping tools.

The City currently does not have any structures to convey stormwater to the sewer system. The City currently has 336 multi-family residential service connections, 1,886 commercial service connections, and 14,006 single family service connections. The City’s boundary conditions and challenges include its ownership and maintenance of eleven (11) inverted siphons within its sewer system. This presents the City with unique maintenance challenges.

The City's sanitary sewer system map can be found in Appendix N of Volume II of the SSMP Update.

ABOUT THIS DOCUMENT

The City has prepared this SSMP to ensure compliance with the Order. For ease of use, the City has divided its SSMP into two volumes. Volume I consists of the actual SSMP (this document) with Volume II containing, where practical, the supporting documentation summarized in the SSMP. The SSMP (Volume I) is divided into chapters with each chapter dedicated to a specific element of the WDR. Each chapter contains the requirement taken from the WDR and the plan the City utilizes to comply with that requirement. The *Compliance Summary* of each chapter summarizes the program or activities the City utilizes for compliance. The *Compliance Documents* section lists the supporting documents, and their location, that the City has developed as part of its SSMP. A master list of all City positions involved in developing and implementing the SSMP, including job titles and job descriptions, is located in Chapter 3 - Description of Organization. Actual names and contact information for the listed job titles is available at the Placentia City Hall. This is done to facilitate staff changes and protect staff privacy.

DEFINITIONS

1. **Sanitary sewer overflow (SSO) [also referred to as ‘spill’ herein]**- Any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system. SSOs include:
 - a. Overflows or releases of untreated or partially treated wastewater that reach waters of the United States;
 - b. Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States; and
 - c. Wastewater backups into buildings and on private property that are caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.
 - d. Exfiltration of sewage is not considered to be a spill under the Order if the exfiltrated sewage remains in the subsurface and does not reach a surface water of the State.
2. **Sanitary sewer system** – Any system of pipes, pump stations, sewer lines, or other conveyances, upstream of a wastewater treatment plant headworks used to collect and convey wastewater to the publicly owned treatment facility. Temporary storage and conveyance facilities (such as vaults, temporary piping, construction trenches, wet wells, impoundments, tanks, etc.) are considered to be part of the sanitary sewer system, and discharges into these temporary storage facilities are not considered to be spills.

For purposes of this Order, sanitary sewer systems include only those systems owned by public agencies that are comprised of more than one mile of pipes or sewer lines.
3. **Enrollee** - A federal or state agency, municipality, county, district, and other public entity that owns or operates a sanitary sewer system, as defined in the general WDRs, and that has submitted a complete and approved application for coverage under this Order.
4. **Legally Responsible Official** - A Legally Responsible Official is an official representative, designated by the Enrollee, with authority to sign and certify submitted information and documents required by this General Order.
5. **Spill Reporting System** – Online spill reporting system that is hosted, controlled, and maintained by the State Water Board. The web address for this site is <http://ciwqs.waterboards.ca.gov>. This online database is maintained on a secure site and is controlled by unique usernames and passwords.

6. **Untreated or partially treated wastewater** – Any volume of waste discharged from the sanitary sewer system upstream of a wastewater treatment plant headworks.
7. **Satellite collection system** – The portion, if any, of a sanitary sewer system owned or operated by a different public agency than the agency that owns and operates the wastewater treatment facility to which the sanitary sewer system is tributary.
8. **Nuisance** - California Water Code Section 13050, subdivision (m), defines nuisance as anything which meets all of the following requirements:
 - a. Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
 - b. Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
 - c. Occurs during, or as a result of, the treatment or disposal of wastes.
9. **Waters of the State** - Waters of the State are surface waters or groundwater within boundaries of the state as defined in Water Code section 13050(e), in which the State and Regional Water Boards have authority to protect beneficial uses. Waters of the State include, but are not limited to, groundwater aquifers, surface waters, saline waters, natural washes and pools, wetlands, sloughs, and estuaries, regardless of flow or whether water exists during dry conditions. Waters of the State include waters of the United States.
10. **Waters of the United States** - Waters of the United States are surface waters or waterbodies that are subject to federal jurisdiction in accordance with the Clean Water Act.
11. **Water Quality Objective** - A water quality objective is the limit or maximum amount of pollutant, waste constituent or characteristic, or parameter level established in statewide water quality control plans and Regional Water Boards' Basin Plans, for the reasonable protection of beneficial uses of surface waters and groundwater and the prevention of nuisance.
12. **WDR** – State Water Resources Control Board (SWRCB) Order No. 2022-0103-DWQ, known as the WASTE DISCHARGE REQUIREMENTS (WDR), which was adopted December 6, 2022. Also referred to as the 2022 Order, herein.
13. **MRP** – MONITORING AND REPORTING PROGRAM (MRP), a subsection of the 2022 Order

PROHIBITIONS AND PROVISIONS

This chapter describes the sewage discharge prohibitions and thirteen provisions prescribed in the Order.

I.1 Prohibitions

To meet the provisions contained in Division 7 of the California Water Code and regulations adopted thereunder, the discharger is required to comply with the following prohibitions:

- Any spill that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited.
- Any spill that results in a discharge of untreated or partially treated wastewater that creates a nuisance as defined in California Water Code Section 13050(m) is prohibited.

I.2 Provisions

The discharger must meet the following thirteen provisions:

1. The Enrollee must comply with all conditions of this Order. Any noncompliance with this Order constitutes a violation of the California Water Code and is grounds for enforcement action.
2. It is the intent of the State Water Board that sanitary sewer systems be regulated in a manner consistent with the general WDRs. Nothing in the general WDRs shall be:
 - a. Interpreted or applied in a manner inconsistent with the Federal Clean Water Act, or supersede a more specific or more stringent state or federal requirement in an existing permit, regulation, or administrative/judicial order or Consent Decree;
 - b. Interpreted or applied to authorize a spill that is illegal under either the Clean Water Act, an applicable Basin Plan prohibition or water quality standard, or the California Water Code;
 - c. Interpreted or applied to prohibit a Regional Water Board from issuing an individual NPDES permit or WDR, superseding this general WDR, for a sanitary sewer system, authorized under the Clean Water Act or California Water Code; or
 - d. Interpreted or applied to supersede any more specific or more stringent WDRs or enforcement order issued by a Regional Water Board.

3. The Enrollee shall take all feasible steps to eliminate spills. In the event that a spill does occur, the Enrollee shall take all feasible steps to contain and mitigate the impacts of a spill.
4. In the event of a spill, the Enrollee shall take all feasible steps to prevent untreated or partially treated wastewater from discharging from storm drains into flood control channels or waters of the United States by blocking the storm drainage system and by removing the wastewater from the storm drains.
5. All spills must be reported in accordance with the 2022 Order.
6. In any enforcement action, the State and/or Regional Water Boards will consider the appropriate factors under the duly adopted State Water Board Enforcement Policy. Consistent with the Enforcement Policy, the State and/or Regional Water Boards must consider the Enrollee's efforts to contain, control, and mitigate spills when considering the California Water Code Section 13327 factors. In assessing these factors, the State and/or Regional Water Boards will also consider whether:
 - a. The Enrollee has complied with the requirements of this Order, including requirements for reporting and developing and implementing a SSMP;
 - b. The Enrollee can identify the cause or likely cause of the discharge event;
 - c. There were no feasible alternatives to the discharge, such as temporary storage or retention of untreated wastewater, reduction of inflow and infiltration, use of adequate backup equipment, collecting and hauling of untreated wastewater to a treatment facility, or an increase in the capacity of the system as necessary to contain the design storm event identified in the SSMP. It is inappropriate to consider the lack of feasible alternatives, if the Enrollee does not implement a periodic or continuing process to identify and correct problems.
 - d. The discharge was exceptional, unintentional, temporary, and caused by factors beyond the reasonable control of the Enrollee;
 - e. The discharge could have been prevented by the exercise of reasonable control described in a certified SSMP for:
 - Proper management, operation and maintenance;
 - Adequate treatment facilities, sanitary sewer system facilities, and/or components with an appropriate design capacity, to reasonably prevent spills (e.g., adequately enlarging treatment or collection facilities to accommodate growth, inflow and infiltration (I/I), etc.);
 - Preventive maintenance (including cleaning and fats, oils, and grease (FOG) control);
 - Installation of adequate backup equipment; and

- Inflow and infiltration prevention and control to the extent practicable.
- f. The sanitary sewer system design capacity is appropriate to reasonably prevent spills.
 - g. The Enrollee took all reasonable steps to stop and mitigate the impact of the discharge as soon as possible.
7. When a sanitary sewer overflow or spill occurs, the Enrollee shall take all feasible steps and necessary remedial actions to: a) control or limit the volume of untreated or partially treated wastewater discharged, b) terminate the discharge, and c) recover as much of the wastewater discharged as possible for proper disposal, including any wash down water.

The Enrollee shall implement all remedial actions to the extent they may be applicable to the discharge and not inconsistent with an emergency response plan, including the following:

- Interception and rerouting of untreated or partially treated wastewater flows around the wastewater line failure;
 - Vacuum truck recovery of sanitary sewer overflows and wash down water;
 - Cleanup of debris at the overflow site;
 - System modifications to prevent another spill at the same location;
 - Adequate sampling to determine the nature and impact of the release; and
 - Adequate public notification to protect the public from exposure to the spill.
8. The Enrollee shall properly manage, operate, and maintain all parts of the sanitary sewer system owned or operated by the Enrollee, and shall ensure that the system operators (including employees, contractors, or other agents) are adequately trained and possess adequate knowledge, skills, and abilities.
 9. The Enrollee shall allocate adequate resources for the operation, maintenance, and repair of its sanitary sewer system by establishing a proper rate structure, accounting mechanisms, and auditing procedures to ensure an adequate measure of revenues and expenditures. These procedures must be in compliance with applicable laws and regulations and comply with generally accepted accounting practices.
 10. The Enrollee shall provide adequate capacity to convey base flows and peak flows, including flows related to wet weather events. Capacity shall meet or exceed the design criteria as defined in the Enrollee's System Evaluation and Capacity Assurance Plan (SECAP) for all parts of the sanitary sewer system owned or operated by the Enrollee.
 11. The Enrollee shall develop and implement a written Sewer System Management Plan (SSMP) and make it available to the State and/or Regional Water Board upon request.

A copy of this document must be publicly available at the Enrollee's office and/or available on the Internet. This SSMP must be approved by the Enrollee's governing board at a public meeting.

12. In accordance with the California Business and Professions Code Sections 6735, 7835, and 7835.1, all engineering and geologic evaluations and judgments shall be performed by or under the direction of registered professionals competent and proficient in the fields pertinent to the required activities. Specific elements of the SSMP that require professional evaluation and judgments shall be prepared by or under the direction of appropriately qualified professionals and shall bear the professional(s)' signature and stamp.
13. The mandatory elements of the SSMP are specified herein. However, if the Enrollee believes that any element of this section is not appropriate or applicable to the Enrollee's sanitary sewer system, the SSMP program does not need to address that element. The Enrollee must justify why that element is not applicable. The SSMP must be approved by the deadlines listed in the SSMP Time Schedule.

GOALS AND ASSETS

This chapter describes the goals of the Sewer System Management Plan (SSMP). The goal of the SSMP is to provide a documented plan that describes all sanitary sewer collection system activities and programs employed by an agency to ensure proper management of all collection system assets. Implementing an SSMP will ensure proper management, operation, and maintenance of all parts of the sanitary sewer system, ultimately helping to reduce and prevent spills, as well as mitigate any spills that do occur including meeting all applicable regulatory notification and reporting requirements. Commitment to continual improvement will also ensure that the SSMP is both a living and sustainable document that is continually updated, revised, and tailored to meet the City's needs. The City is required to comply with the "State Water Resources Control Board (SWRCB), Order No. 2022-0103 DWQ" (Order) on General Waste Discharge Requirements and any future amendments for publicly owned sewage collection agencies having more than one mile of collection pipelines.

2.1 Purpose

This element describes the City's stated goals for its SSMP and is intended to clarify the City's desired level of service that is being provided to its customers. The purpose of the Order is to prevent spills. The goal of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system. That will help reduce and prevent spills, as well as mitigate any spills that do occur. The City is required to prepare and maintain the SSMP to support this purpose.

2.2 Goals

The goals of the City's SSMP include:

- a. Provide needs-based maintenance, including line cleaning, inspection and evaluation, repair, replacement and rehabilitation for the City's entire sanitary sewer system designed to prevent, reduce or eliminate preventable spills. At a minimum, the City shall clean all of its sanitary sewer collection system lines every two years and annually review the City's operation and maintenance practices and procedures.
- b. Retain qualified pipeline cleaning contractor(s) to provide efficient, cost effective sewer line cleaning based upon system need. Review the progress and efficiency of the line cleaning during the cleaning operation and upon its completion to ensure that cleaning is conducted consistent with the City's cleaning standards.
- c. Maintain an inspection program to determine need, assess maintenance effectiveness and system deficiencies. Conduct CCTV re-inspections of the sewer collection system, including manholes, a minimum of every 5-7 years (14-20% per year). CCTV re-inspection videos are to replace current system inspection videos. Conduct spot CCTV inspections during line cleaning operations to ensure line cleaning quality.

- d. Respond to and mitigate all spills discharging from the City's sanitary sewer collection system and provide accurate reporting of all spills as described by the Order.
- e. Properly fund, manage, operate, and maintain the City's sanitary sewer collection system with adequately trained staff and/or contractors. Maintain adequate reserves for future sanitary sewer collection system rehabilitation or replacement. Annually review the City's Sewer Service Fee to ensure that the fee is adequate to fund the City's sanitary sewer collection system.

As required by the Order, a copy of the SSMP is maintained at the City's Department of Public Works, as well as on the City's website, and is available to the public, state and Regional Water Quality Control Board (RWQCB) upon request (as discussed in, Section D, Provisions, Item I I of the Order) and is available to sanitary sewer system operations and maintenance personnel at all times.

A copy of the Order is included in Volume II of this SSMP.

ORGANIZATION

This chapter describes the City’s organization and chain of communication. The Order requires the following:

- (a) The name of the responsible or authorized representative as described in Section J of this Order.
- (b) The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and
- (c) The chain of communication for reporting spills, from receipt of a complaint or other information, including the person responsible for reporting spills to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (OES)).

3.1 Name of Responsible or Authorized Representative

Joel Cardenas, Superintendent, is the City’s authorized representative and is responsible for the certification of spill reports and the SSMP elements. His contact information is (714) 993-8245 (office) and jcardenas@placentia.org.

3.1.1 Administrative and Maintenance Positions

The Order requires the names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. Employee contact information is kept in a separate file to facilitate updating as employee positions change. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation. This information is offered in this document and in Volume II, Appendices C and D, of this SSMP.

3.1.2 Compliance Summary

The City’s Public Works Department is administered by the Public Works Director with engineering assistance from the City’s engineering contractor and administrative assistance from the Senior Management Analyst. Due to the small size of the City’s Public Works staff, maintenance and operation of the sanitary sewer collection system is performed via outside contract. The Public Works Supervisor and the Senior Management Analyst, amongst their other duties, assist the Maintenance Superintendent in the oversight of the contracted operations. The Public Works Supervisor and maintenance workers are the first responders to spills. The Public Works Supervisor is also responsible for notifying the appropriate contractor for an emergency response, protection of the City’s MS4, traffic control, cleanup assistance and initial notification.

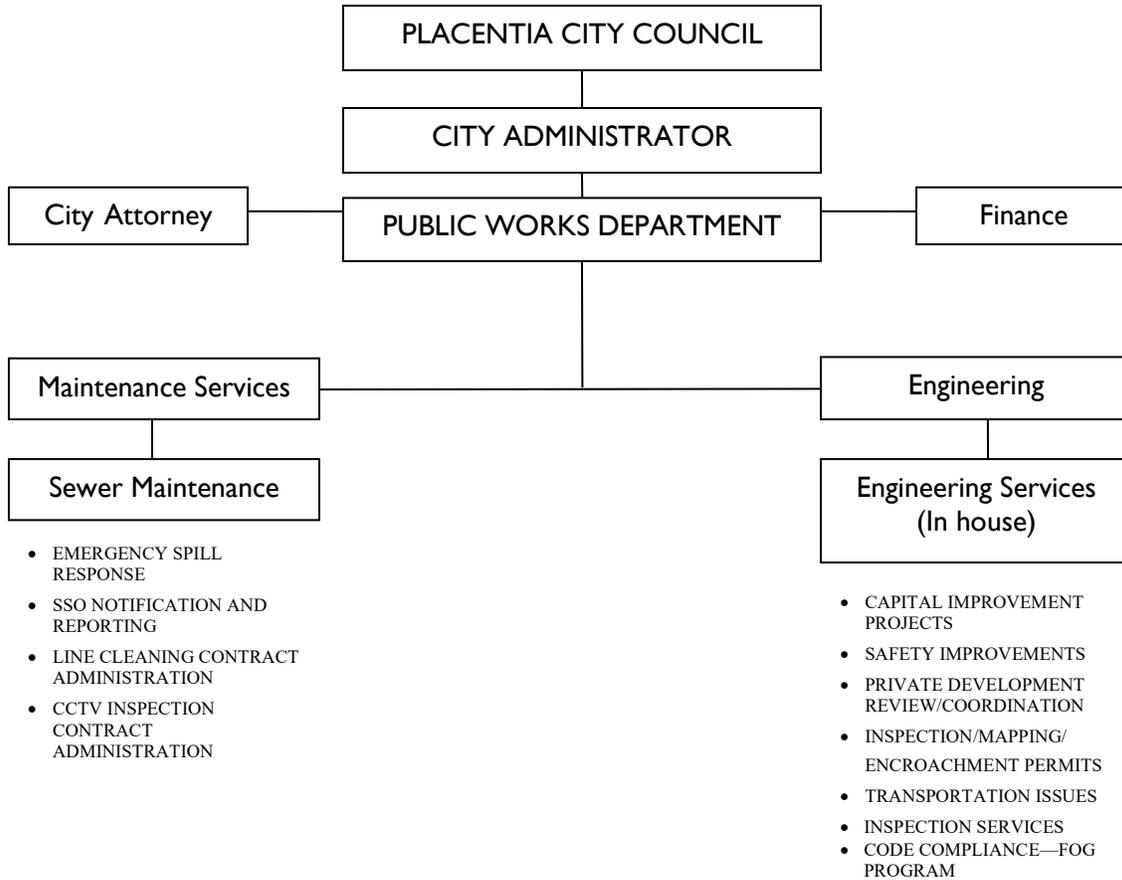
The Public Works Superintendent or Public Works Supervisor submits spill reports to CIWQS website with the City's Public Works Superintendent, Joel Cardenas, as the Legally Responsible Official (LRO), certifying all spill and no-spill reports. The Public Works Superintendent is also responsible for the implementation of the various aspects of the WDR and review of efficiency of each of the WDR's components. The Public Works Supervisor oversees the operation of the Maintenance Workers, including their training, and reports to the Public Works Supervisor and the Public Works Superintendent. A City Environmental Compliance Officer investigates spills that are a result of a violation of the City's ordinances for possible legal action. The City's FOG Discharge Reduction Program, overseen by the City's FOG Program Manager, regulates the discharge of FOG into the City's sanitary sewer collection system.

3.1.3 Compliance Documents

The following organizational chart shows the basic structure and relationship of all current City positions involved with the development or implementation of the SSMP. The organizational chart is also found in Appendix C of Volume II of this SSMP. The identified positions in the organizational chart(s) provide sufficient staffing to operate and maintain the City's sewer system on a sustainable basis, and to comply with all requirements of the Order. Updated organizational charts, staff titles, and staff contact information is maintained at the Placentia City Hall.

SSMP IMPLEMENTATION

Organizational Chart



3.1.4 Roles and Responsibilities

The roles and responsibilities of each position in the organization chart are listed here. These are City employees who have some responsibility in the development or implementation of the SSMP.

City Council	Establishes policies, reviews and accepts formal plans, sets overall City direction, authorizes funds for projects/plans/programs, general overview of upper management, conducts public meetings and hearings, approves SSMP
City Administrator	Responsible for the day-to-day management and operation of the City under the direction of the City Council.
City Attorney	The City’s attorney develops and approves legal documents, provides legal advice, conducts litigation, and attends public meetings.
City Engineer	(Some services provided by outside contract) Responsible for the engineering drawings, plans, and specifications for projects within the city including the development or oversight of engineering projects and studies for the sanitary sewer collection system. Reports to the City Administrator.
Public Works Director	Administers the activities of the Public Works Department and is the LRO for certifying CIWQS reports.
Public Works Superintendent	Responsible for the field operation and maintenance activities of the Public Works Department including the sanitary sewer collection system. Reports to the Public Works Director.
Public Works Supervisor	Responsible for the oversight of the Public Works Department field service personnel including those crews responsible for the operation and maintenance of the sanitary sewer collection system. Reports to the Public Works Superintendent.
Maintenance Workers	Responsible for field operation and maintenance activities of the sanitary sewer collection system. These include: response to spills, traffic control, assistance with clean-up and other activities as needed. Reports to the Public Works Supervisor.

Code Enforcement Officer	Responds to violations of the City’s Municipal Code. Is responsible to enforce the City’s Municipal Code relative to private property spills that enter the public right of way or incidents where a private property owner causes or contributes to a spill within the City’s sanitary sewer collection system including violations of the City’s FOG ordinance.
FOG Control Program Manager	Responsible for the implementation, administration and management of the City’s FOG Control Program.
Senior Management Analyst	Responsible for assisting in the development and implementation of the City’s WDR programs and is responsible for the review and revision of these programs.
Finance Department	Responsible for financial oversight including maintaining the City’s sewer service and FOG discharge fees.

3.2 Chain of Communication

The Order requires the chain of communication for reporting spills, from receipt of a complaint or other information, including the person responsible for reporting spills to the State and Regional Water Board and other agencies if applicable (such as County Health Care Agency, Regional Water Board, and/or Cal OES).

3.2.1 Compliance Summary

During normal business hours, spills are reported to the City’s Public Works Department. The Public Works Supervisor is responsible for responding to the spill and taking the appropriate action to contain the spill, notify the contractor, assist with cleanup, document the event, notify the appropriate regulatory agencies, and evaluate the cause, effect, and response to the spill. The Public Works Supervisor will direct Public Works resources as necessary. The Public Works Superintendent, in conjunction with the Public Works Supervisor will complete the necessary notification and reporting documentation including the online CIWQS reporting. The Public Works Superintendent, as the LRO, will certify all CIWQS reports as required. After normal business hours, spills are reported to 911 Dispatch who in turn will contact the City’s emergency standby person. The emergency standby person will provide the initial spill response and will summon the Public Works Supervisor to remediate the situation.

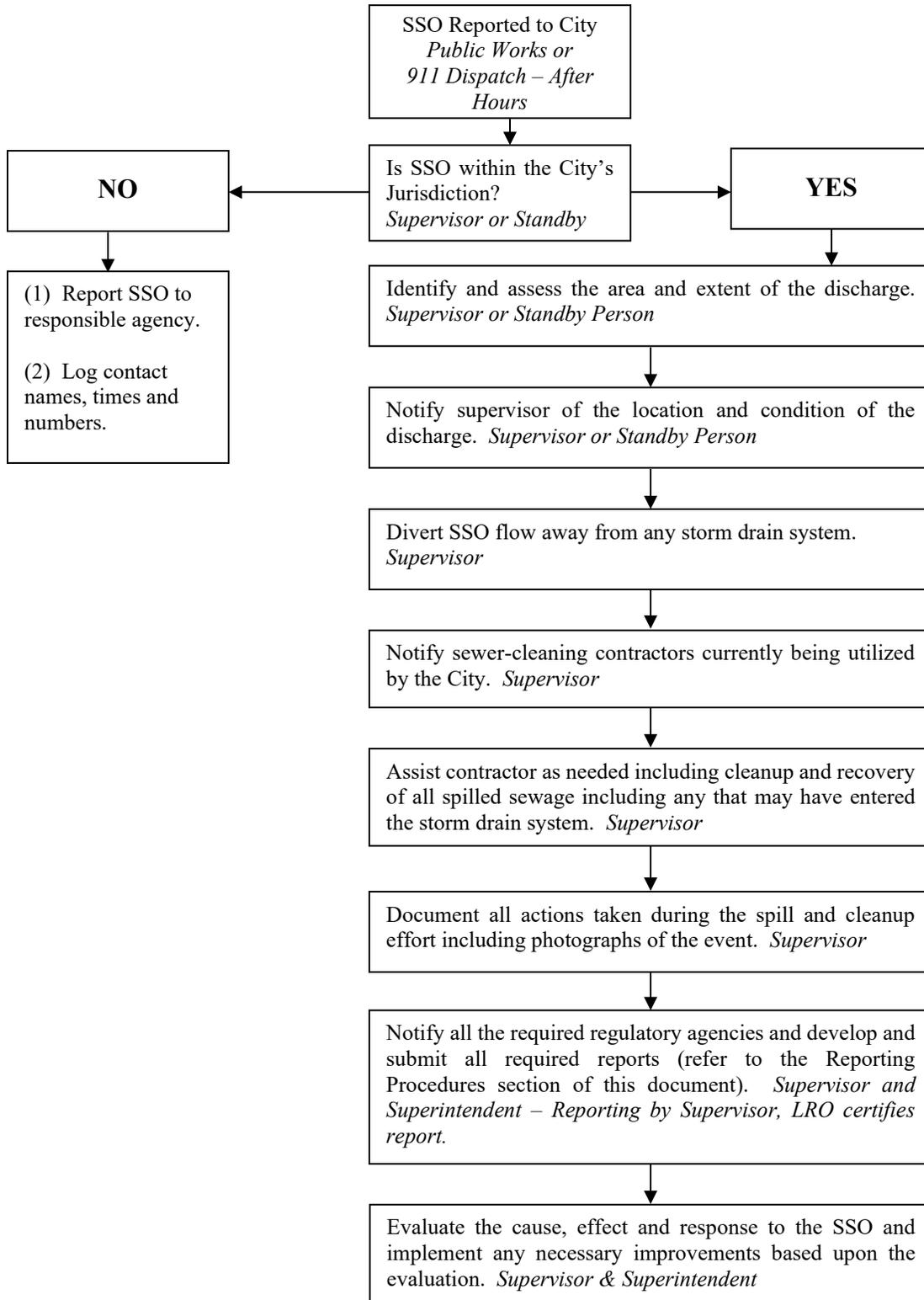
The following flow chart shows the chain of communication for reporting spills. It starts with the receipt of a complaint or other information and includes the title of the person responsible for reporting spills to CIWQS, SWRCB, Orange County Health Care Agency (OCHCA), and OES. This flowchart is also part of the Spill Reporting Guidelines developed to manage the reporting process and exists in the City’s current Spill Emergency Response Plan. Reporting to the OES is

required for any sewage discharge, of any volume, that reaches (a) surface water or a drainage channel that is tributary to surface waters or (b) reaches an MS4 and is not fully captured and returned to the sanitary sewer system or otherwise captured and properly disposed of. Any volume of wastewater not recovered from the municipal separate storm system is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or ground water infiltration basin (e.g. infiltration pit, percolation pond).

In September 2013, the SWRCB changed the reporting of spills from appearance-based to event-based. Under the event-based system one spill report is required for each spill that occurs regardless of the number of appearance points although each appearance point must be noted in the report. Previously, a separate spill report had to be filed for each appearance point sometimes requiring numerous spill reports for the same spill event.

Reporting to CIWQS of private lateral sewer discharges (PLSD) is voluntary. PLSDs are sewage discharges that occur from private sewer lateral or other privately-owned sewer assets. The City is not responsible for private lateral discharges but may voluntarily report them to the CIWQS Online Spill Database as the City becomes aware of them. The City is encouraged to provide notification to Cal OES for PLSDs greater than 1,000 gallons or that discharge to surface waters. If a PLSD is reported by the City, the City must identify that the sewage discharge is from a private sewer system asset and should identify the responsible party if known. Certification of PLSDs by the City is not required.

**City of Placentia
Spill Procedures Flow Chart**



3.2.2 Compliance Documents

Reporting of all unauthorized discharges from the City’s sanitary sewer collection system is required by the Order. Reporting requirements, procedures and agency contact names/phone numbers are included in the City’s Spill Emergency Response Plan, included in Appendix D in Volume II of this SSMP.

3.2.3 Roles and Responsibilities

The roles and responsibilities of each chain (position) in the line of communications are described below:

Public Works Director	Administers the activities of the Public Works Department.
Public Works Superintendent	Is responsible for the field operation and maintenance activities of the Public Works Department including the sanitary sewer collection system, and provides response to spills and is the LRO for certifying CIWQS reports. Reports to the Public Works Director.
Public Works Supervisor	Is responsible for the oversight of the Public Works Department field service personnel including those crews responsible for the operation and maintenance of the sanitary sewer collection system. This person may assist in the preparation of spill reports to the CIWQS database. Reports to the Maintenance Superintendent.
911 Dispatch	Is responsible for receiving spill reports after normal City business hours and notifying the Emergency Standby Person of the spill.
Emergency Standby Person	Is responsible for responding to spills after normal City business hours. This person will initiate procedures to protect the MS-4 system from receiving sewage and will notify the Public Works Supervisor to remediate the spill

LEGAL AUTHORITY

This chapter describes the legal authority required to implement the SSMP plans and procedures.

The SSMP must include the legal authority, through sewer use ordinances, service agreements, or other legally binding procedures, to:

- (a) Prevent illicit discharges into its sanitary sewer system (examples may include I/I, storm water, chemical dumping, unauthorized debris and cut roots, etc.);
- (b) Require that sewers and connections be properly designed and constructed;
- (c) Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;
- (d) Limit the discharge of fats, oils, and grease and other debris that may cause blockages;
- (e) Enforce any violation of its sewer ordinances and
- (f) Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.

4.1 Compliance Summary

The City's legal authority to operate and maintain its sanitary sewer collection system is within its Municipal Code. As part of its Municipal Code, the City has adopted the California Plumbing Code (CPC) which, together with the Municipal Code (a) prohibit illicit discharges into the City's sanitary sewer collection system; (b) require that sewers and connections be properly designed and constructed; (e) provide enforcement for violations. By adopting the CPC, which includes requirements for the proper construction, connections, materials, etc., the City requires that all sewers and connections be properly designed and constructed as per the CPC. Likewise, the CPC outlines and requires the proper installation, testing and inspection of new and rehabilitated sewers. Additionally, the City utilizes the Standard Publication for Public Works Construction, – "Greenbook" for pipeline construction standards and inspections. Pipeline and other appurtenance construction guidelines are provided by the Standard Plans for Public Works Construction, current edition, and the City's Sewer Notes. These publications are maintained at the City's Engineering Division of the Public Works Department. The City enforces the codes through its building inspectors and building permit process. The City also requires that only California registered professionals provide service where required by law.

The City has an active FOG regulation (d) to limit the discharge of FOG into its sanitary sewer collection system and maintains easements (c) for facilities that are not located within the public right of way.

The City has an inflow and infiltration (I&I) control program as part of its ongoing line cleaning and maintenance program including CCTV and other mechanisms to detect and eliminate I&I.

The CPC (714.2) prohibits the unauthorized discharge of rain, surface or subsurface water into the sanitary sewer collection system. Municipal Code Section 1.08.020 provides for the enforcement of the City’s Municipal Code.

The WDR requires that the City have the legal authority in the following areas:

Legal Authority Order Requirements	Applicable Sections of City Municipal Code/ California Plumbing Code
a. Preventative illicit discharge into its sanitary sewer system (examples may include I/I, storm water, chemical dumping, unauthorized debris, and cut roots, etc.)	California Plumbing Code Chapter 7, Section 714.0, Damage to Public Sewer or Private Disposal System
b. Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure	Chapter 16.20.080 - Interagency Cooperation
c. Require that sewers and connections be properly designed and constructed	Chapter 22.48.030 – Sanitary Sewers
d. Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency	Chapter 16.12.140 – Maintenance of the Sewer Laterals Chapter 16.24.050 - Monitoring, Reporting, Notification and Inspection Requirements
e. Limit the discharge of fats, oils, grease, and other debris that may cause blockages	Chapter 16.24.020 – General Limitations, Prohibitions and Requirements on Fats, Oils and Grease Discharges CPC Section 714.1 – Unlawful Practices
f. Enforce any violation of its sewer ordinances	Chapter 1.08 – General Penalty; and Chapter 16.24.060 – Enforcement (FOG)
g. Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance	Chapter 16.12.140 – Maintenance of the Sewer Laterals Easements are maintained by the City’s Engineering Department for facilities not located within the public right of way.

4.2 Compliance Documents

The legal authority for enacting the SSMP programs and policies are included in the City’s Municipal Code. These, and other Ordinances adopted to amend existing ordinances, may be

reviewed at the City's Administrative Offices located at 401 East Chapman Avenue, Placentia, CA 92870. The City's Municipal Code is also available on the City's website www.Placentia.Org.

- Title I establishes the basic enforcement process for the Code with individual Titles providing additional enforcement procedures.
- 5.24.140 establishes the City's Sewer Service Fee to provide revenue for the operation and maintenance of the sanitary sewer collection system.
- Title 16 is devoted to sewers and storm water with 16.24 being the City's FOG regulation, all of which is included as Appendix E of Volume II of this SSMP.
- Title 20 is Building Codes and Regulations with 20.12 adopting the 2016 California Plumbing Code.
- Easements are maintained by the City's Engineering Department for facilities not located within the public right of way.
- Publication for Public Works Construction, current edition – *Greenbook* is available at the Engineering Division of the Public Works Department.
- Standard Plans for Public Works Construction, current edition are available at the Engineering Division of the Public Works Department.
- City's Sewer Notes are available at the Engineering Division of the Public Works Department.
- I&I control is per the 2016 California Plumbing Code. Chapter 20.12 of the Municipal Code adopts the 2016 California Plumbing Code and is located in Appendix E of this SSMP. The City's I&I Control Program is part of the City's Sanitary Sewer Preventive Maintenance Program, located in Appendix F of Volume II of this SSMP.

THIS PAGE INTENTIONALLY BLANK

OPERATIONS AND MAINTENANCE

The Enrollee shall properly manage, operate, and maintain all parts of the sanitary sewer system owned or operated by the Enrollee, and shall ensure that the system operators (including employees, contractors, or other agents) are adequately trained and possess adequate knowledge, skills, and abilities.

The SSMP must include those elements listed below that are appropriate and applicable to the Enrollee's system:

1. Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable storm water conveyance facilities within the sewer system service area boundaries;
2. A scheduling system and a data collection system for preventive operation and maintenance activities conducted by staff and contractors. The scheduling system must include: Inspection and maintenance activities, higher-frequency inspections and maintenance of known problem areas, including areas with tree root problems, and regular visual and closed-circuit television (CCTV) inspections of manholes and sewer pipes. The data collection system must document data from system inspection and maintenance activities, including system areas/components prone to root-intrusion potentially resulting in system backup and/or failure. including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders;
3. Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan;
4. Provide in-house and external training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained. The training must cover: the requirements of the General Order, the Enrollee's Spill Emergency Response Plan procedures and practice drills, skilled estimation of spill volume for field operators, and electronic CIWQS reporting procedures for staff submitting data; and

5. An inventory of sewer system equipment, including identification of critical replacement parts.

5.1 Mapping

The requirement for this section is to maintain an up-to-date map of the sanitary sewer collection system showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and storm water conveyance facilities.

5.1.1 Compliance Summary

During the summer of 2013, the City invested in a computer based Geographic Information System (GIS) that currently contains mapping for the sanitary sewer collection system. As part of the project, the City had to verify the location of pipelines, pipe size, pipe material, manholes, and direction of flow of the City's collection system assets. The City's sewer GIS was further updated as part of the 2018 Sanitary Sewer Master Plan and Condition Assessment. The system is capable of generating up-to-date map books containing paper copies of the sanitary sewer collection system. The City also maintains GIS of the storm drain system which, along with the collection system GIS, is available to maintenance personnel. The GIS can be accessed either at City Hall or the City's maintenance yard.

The City maintains paper maps of its sanitary sewer collection system. This includes the Tract As-Built maps showing both the sanitary sewer collection system and storm drain systems. These maps are housed in the Engineering Division of the Public Works Department for the City. The maps include the locations of manholes and their ID tags, siphons, easements, property parcels, pipelines, their depth and direction of flow, etc. Maps are periodically reviewed and updated by the City's engineering consultant and Engineering Division of the Public Works Department.

The City completed its latest Storm Drain Master Plan 2000 in January 2001. This master plan includes mapping of the City's storm drain system and an analysis of the storm water conveyance system. The City also maintains atlas maps of the storm drain system. Like the sewer atlas maps, the storm drain atlas maps are housed in the Engineering Division of the Public Works Department. Copies of both the sewer atlas and storm drain atlas maps are kept in the Public Works first responder's vehicles, which are available to the City's Public Works Maintenance Workers. These maps are periodically reviewed and updated. The City's map can be found in Appendix N.

5.1.2 Compliance Documents

Original sanitary sewer collection system maps are owned and maintained by the Engineering Division of the Public Works Department. Appendix N contains the documents supporting compliance with the requirements for mapping are as follows:

- Tract Maps – available at the Engineering Division of the Public Works Department.

- Sewer Atlas Maps - located within first responder's vehicles, at the Public Works Corporation Yard, and at the Engineering Division of the Public Works Department.
- Storm Drain Atlas Maps - located within first responder's vehicles, at the Public Works Corporation Yard, and at the Engineering Division of the Public Works Department.
- Sewer and Storm Drain GIS – Access available at City Hall and the Public Works Maintenance Yard.
- 2000 Storm Drain Master Plan – located at the Engineering Division of the Public Works Department.
- 2018 Sewer Master Plan and Condition Assessment – located at the Engineering Division of the Public Works Department.

5.2 Preventive Maintenance Program

The Order requires the City to describe routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer collection system with more frequent cleaning and maintenance targeted at known problem areas. The Preventive Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders.

5.2.1 Compliance Summary

The operation and maintenance of the City's sanitary sewer collection system is the responsibility of the City's Department of Public Works. Due to the small size of the City's Public Works staff, maintenance of the sanitary sewer collection system is performed via outside contract with Public Works personnel providing oversight. To comply with the requirements of the WDR and to assist the City's Public Works staff in ensuring that the sanitary sewer collection system is properly operated and maintained, the City has developed a comprehensive written Preventive Maintenance Program (located in Appendix F of Volume II). The Preventive Maintenance Program describes how the City's sanitary sewer collection system is to be operated and maintained paying particular attention to preventive and predictive maintenance, inspection, enhanced maintenance areas and record keeping. The Preventive Maintenance Program includes a Sewer Line Cleaning Guide, Sewer Line Inspection Guide and Infiltration and Inflow Reduction Plan. The Line Cleaning Guide includes specifications for the quality of line cleaning the City expects from its line cleaning contractor(s). The Sewer Line Inspection Guide outlines the requirements that the CCTV contractor must adhere to. The Infiltration and Inflow (I&I) Reduction Plan outlines the methodology of the City's I&I Reduction Program.

The City of Placentia, while under the Santa Ana Regional Water Quality Control Board's WDR, revamped its sanitary sewer collection system's operation and maintenance program. Since that time the City has further evaluated the maintenance needs of its sanitary collection system and

has revised the line cleaning program to meet the needs of the sanitary collection system. Under the current program the City cleans all of its sanitary sewer collection system lines every two years. Areas that have been deemed as requiring enhanced inspection and maintenance are cleaned every quarter or more frequently if needed (current Enhanced Maintenance Area list included in Appendix F). The City has CCTV inspected 100% of its sanitary sewer collection system and is currently committed to re-inspecting the system at a rate of approximately 14-20% per year, or the entire system every 5 to 7 years. Based upon this inspection and evaluation, routine maintenance is tailored to meet the actual needs of the system including updating the City's capital improvement program (CIP) for system rehabilitation and replacement.

Funding for the operation and maintenance of the City's sanitary sewer collection system is provided by the City's sewer service fee. The sewer service fee was adopted by the City Council in April 2005 and is dedicated to providing necessary funds for the sanitary sewer collection system. The City completed a sewer rate study in 2021 and is currently reviewing the existing rates, anticipating the implementation of the new sewer service fee in 2025. Reporting of all unauthorized discharges from the City's sanitary sewer collection system is required by the 2022 Order. Sewer spill reporting requirements and procedures are listed in Sections 3.2.1 and 3.2.2.

5.2.2 Compliance Documents

Documents which support compliance of this section include the following:

- Sanitary Sewer Preventive Maintenance Program – included as Appendix F in Volume II of this SSMP.
- Sewer Line Cleaning Guide – included as part of the Sanitary Sewer Preventive Maintenance Program located in Appendix F of Volume II of this SSMP.
- Sewer Line Inspection Guide - included as part of the Sanitary Sewer Preventive Maintenance Program located in Appendix F of Volume II of this SSMP.
- Infiltration and Inflow (I&I) Reduction Plan - included as part of the Sanitary Sewer Preventive Maintenance Program located in Appendix F of Volume II of this SSMP.
- Sanitary Sewer Overflow Emergency Response Plan – included in Appendix D of Volume II of this SSMP.
- Capital Improvement Plan – available at the Public Works Department.
- Sanitary sewer collection system inspection videos – available at the Public Works Department.

5.3 Rehabilitation and Replacement Plan

Every Enrollee is responsible for developing a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and CCTV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. The rehabilitation and replacement plan should include a CIP that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan.

5.3.1 Compliance Summary

As the system ages, replacement or rehabilitation is required. To address this issue the City has developed Replacement/Rehabilitation Plan for its sanitary sewer collection system (Appendix H of Volume II). This plan calls for the replacement or rehabilitation of the sanitary sewer collection piping and manholes based upon the materials used and the date that each segment was placed in service. The City's collection system is divided into six geographical drainage areas (see map in Appendix H). Each drainage area is defined by its geographic location, tract development within the drainage area, and the drainage areas relationship to the Orange County Sanitation District (OCSD) interceptor system. Initial replacement/rehabilitation target dates were established based upon the engineered life expectancy of the materials used in the manufacturing of the pipelines and other appurtenances within each drainage area.

While the City was under the requirements of the RWQCB's WDR the City engaged an aggressive CCTV inspection program to establish a baseline assessment of the actual condition of the City's sanitary sewer collection system. The City has successfully conducted CCTV inspection of its entire system and continues to update its inspection data by CCTV re-inspecting its entire sewer collection system every 5 to 7 years. Data from the initial and subsequent CCTV inspections is used to target pipeline deficiencies and to update the City's Replacement/Rehabilitation Plan as well as the 2018 Wastewater Master Plan Update, which was used to develop the City's most current CIP with both condition and capacity-related deficiencies. Through this process, previously unknown pipeline defects were discovered and both higher risk (high priority, short-term projects) and lower risk (medium priority, longer-term projects) were developed in the process. As part of the condition assessment component, defective pipe segments were rated and prioritized then added to the CIP list for the appropriate engineering solution. The City uses the NASSCO pipeline assessment standards for assessing its sanitary sewer collection system pipeline condition.

Funding is provided for the replacement/rehabilitation of the City's sanitary sewer collection system by the sewer service fee. The sewer service fee is currently being reevaluated through a sewer rate study with an updated sewer service fee anticipated to be implemented in Fall 2025.

5.3.2 Compliance Documents

The documents supporting compliance with the rehabilitation and replacement plan requirements are as follows:

- Sewer Line Inspection Guide - included as part of the Sanitary Sewer Preventive Maintenance Program located in Appendix F of Volume II of this SSMP.
- Replacement and Rehabilitation Plan – included in Appendix H of Volume II of this SSMP
- Annual City Budget – available at the Placentia City Hall.
- Current Capital Improvement Plan – available at the Public Works Department.
- Sanitary sewer collection system inspection videos – available at the Public Works Department.

5.4 Training Program

The City is required to provide training on a regular basis for staff in sanitary sewer collection system operations and maintenance, and to ensure that contractors to be appropriately trained.

5.4.1 Compliance Summary

The City has an ongoing training program for its Public Works employees. As part of this program, the Public Works field employees attend periodic WDR Awareness Training Workshops held at the City Yard. An abbreviated WDR Awareness Training program was presented to all other City personnel. City Public Works field employees have undergone, and continue to receive, Spill Response Training held in conjunction with the City's storm water program at OCSD's Spill Response Training Facility. Confined Space Safety and other safety training is offered to the City's Public Works employees throughout the year. Public Works employees have attended seminars for regional sewer spill response and have attended the CWEA Spill Reporting Workshop. Through these trainings, staff have the knowledge for estimation of spill volume for field operators, and electronic CIWQS reporting procedures for staff submitting data.

Contractors providing service to the City for its sanitary sewer collection system must demonstrate to the City that their employees are adequately trained in sanitary sewer collection system maintenance techniques, confined space safety, and can properly operate the equipment they utilize. The City will obtain, and maintain on record, training records for their pipeline contractor on an annual basis to ensure their pipeline contractor is sufficiently trained.

5.4.2 Compliance Documents

The following documents demonstrate the type of training provided to staff and what training requirements are required of contractors:

- City employee training records are maintained in their personnel files – available at the Placentia City Hall
- Pipeline contractor training records – available at the Department of Public Works

5.5 Equipment and Parts Inventories

Each Enrollee is required to provide equipment and replacement part inventories, including identification of critical replacement parts for the operation and maintenance of its sanitary sewer collection system.

5.5.1 Compliance Summary

The City of Placentia's sanitary sewer collection system is a gravity-based system. Being gravity based, the transport of sewage does not require any pumping or force mains. The City's pipelines are almost entirely vitrified clay pipe (VCP) of standard, commonly available sizes. There are no known critical components (components that require special manufacturing or have excessive lead times when ordering) within the City's sanitary sewer collection system. Additionally, the City contracts out for all of its line cleaning and any required system rehabilitation or repair. For these reasons, the City does not maintain any inventory of pipeline components. As the City does fulfill the roll of first responder to Spills, the City maintains response vehicles equipped with the necessary equipment to divert and / or contain spills until the necessary contractor arrives. As part of the Spill Emergency Response Plan (SERP or ERP), the City maintains a list and contact information of line cleaning and pipeline contractors. The City currently utilizes Houston & Harris (per Standby List 6-15 until 10-04) for any emergency pipeline repair needs.

5.5.2 Compliance Documents

The documents supporting compliance with the requirement to maintain an inventory of equipment and parts including the identification of critical parts are as follows:

- Response Equipment Inventory – list of City vehicles maintained at the Department of Public Works.
- List of Contractors – available in the SERP and Department of Public Works

THIS PAGE INTENTIONALLY BLANK

DESIGN AND PERFORMANCE PROVISIONS

This chapter references the design and construction standards & specifications for new sewer systems, pump stations, and other appurtenances, and for the rehabilitation and repair of existing sewer systems. Also included are the procedures and standards for the inspection and testing of these facilities. The Order requires the following:

1. Design and construction standards and specifications for the installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in Section 8 of Attachment D of the Order, the procedures must include component-specific evaluation of the design criteria; and
2. Procedures and standards for inspecting and testing the installation of new sewers, pumps, and other equipment and appurtenances and for rehabilitation and repair projects.

6.1 Compliance Summary

The City utilizes the services of a licensed California registered engineer to assist with new construction, replacement or rehabilitation of the City's sanitary sewer collection system. The City also maintains a draftsmen position to assist with on-site construction inspections and updating system drawings and as-builts. The City has also adopted the California Plumbing Code (CPC) and requires that all construction meet the required standards and specifications. Construction management may be outsourced to a qualified firm or individual. To assist City personnel, the City utilizes:

- The 2016 California Plumbing Code (CPC),
- Standard Publication for Public Works Construction, current edition – Greenbook for pipeline inspections,
- Standard Plans for Public Works Construction, current edition, and
- City's Sewer Notes for sewer pipeline and facilities construction.

Current work is guided by these various standards and specifications that are on file and subject to change as needed. Design work is performed by a licensed professional California registered engineer for construction and or rehabilitation and replacement projects. Contractors must be licensed and insured.

6.2 Compliance Documents

The documents used for design and performance evaluations include the following:

- California Plumbing Code – located at the Engineering Division of the Public Works Department.
- Standard Publication for Public Works Construction, current edition – Greenbook - located at the Engineering Division of the Public Works Department.
- Standard Plans for Public Works Construction, current edition – located at the Engineering Division of the Public Works Department.
- City’s Sewer Notes – located at the Engineering Division of the Public Works Department.

SPILL EMERGENCY RESPONSE PLAN

Under the Order, each Enrollee shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

- (a) Proper notification procedures so that the primary responders, appropriate local officials, and regulatory agencies are informed of all spills in a timely manner;
- (b) All spills shall be reported in accordance with the MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDRs or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification.
- (c) A program to ensure an appropriate response to all spills;
- (d) Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, Regional Water Boards, water suppliers, etc.) of all spills that potentially affect public health or reach the waters of the State in accordance with the MRP.
- (e) All spills shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDRs or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification;
- (f) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;
- (g) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and
- (h) A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States;
- (i) Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;.
- (j) Procedures to remove sewage from the drainage conveyance system in addition to cleaning the spill areas and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;
- (k) Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery. This includes pre-planned coordination and collaboration with storm drain agencies and other utility agencies/department prior, during, and after a spill event;

- (l) Documentation and reporting of spill events as required in this Order and conduct post-spill assessments of spill response activities; and
- (m) Annually, review and assess effectiveness of the Spill Emergency Response Plan and update the Plan as needed.

7.1 Compliance Summary

The City of Placentia has an Spill Emergency Response Plan (SERP) in compliance with the requirements of the WDR, last updated in 2025. A copy of the SERP is located in Appendix D of Volume II of this SSMP.

The City's SERP consists of detailed instructions for City personnel for responding to an spill or any other type of unauthorized spill within the City's jurisdiction. The SERP includes notification procedures, personnel callout lists, contractors and other resources that may be needed to respond to a spill. The SERP also includes descriptions of the duties that the City's first responders and supervisors are responsible to perform.

Although the City does not have any impounded water bodies within its jurisdiction that might require a Portable Aeration Plan, there is a potential for a spill to migrate through the City's MS-4 system to either the Santa Ana River or Carbon Creek. The City, via its participation on the OC WDR Steering Committee, has assisted OCSD in the development of the Portable Aeration Report.

7.2 Compliance Documents

The compliance documents that detail the agency's Overflow Emergency Response Plan are as follows:

- Spill Emergency Response Plan - is included in Appendix D of Volume II of this SSMP.
- Portable Aeration Plan – located in the Department of Public Works as well as in Appendix D of Volume II of this SSMP.

SEWER PIPE BLOCKAGE CONTROL PROGRAM

Under the Order, each Enrollee is required to evaluate its service area to determine whether a sewer pipe blockage control program is needed to control fats, oils, grease, rags and debris. If the Enrollee determines that a sewer pipe blockage control program is not needed, the Enrollee must provide justification for why it is not needed. If fats, oils, and grease (FOG) is found to be a problem, the Enrollee must prepare and implement a sewer pipe blockage control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following at minimum:

- (a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
- (b) A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
- (c) The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages caused;
- (d) Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
- (e) Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;
- (f) An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and
- (g) Implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.

8.1 Compliance Summary

The City of Placentia recognizes that historically 38% of the spills having a known cause within the City's sanitary sewer collection system were due to an accumulation of FOG. Likewise, many of the City's enhanced maintenance areas are FOG related. As a preventative measure, these enhanced maintenance areas are on an enhanced cleaning schedule being cleaned at least quarterly. With the adoption of the WDR, the City developed and implemented a comprehensive Sewer Pipe Blockage Control Program. This is a permit-based program affecting all food service establishments (FSEs) that discharge into the City's sanitary sewer collection system. This program and its supporting FOG Control Ordinance are derivatives of the model FOG Control Ordinance and program developed by OCSD in conjunction with the OC WDR Committee. The Ordinance and program require that all FSEs must install an approved grease interceptor.

The Ordinance and program, on a case-by-case basis, allows for variances and waivers under limited specified conditions with the approval of the City's FOG Control Program Manager. All FSEs are required to utilize kitchen best management practices. Each FSE has been provided with a FOG Program handbook that includes information on the FOG Control Program, FSEs responsibilities, best management practices, employee training aids, frequently asked questions (in both English and Spanish) and record keeping materials (all information also available on the City's website). Enforcement is provided through a series of inspections with the ability to issue citations or take other necessary steps to ensure compliance with the program. These inspections were initiated with the programs adoption and are ongoing. The City has a goal of completing at least one inspection per FSE per year.

A FOG Characterization Study was performed to identify areas of FOG concentration. In this study, FSEs were inventoried and their relationship to known enhanced maintenance areas was plotted. The City intends to use the FOG Characterization Study as a measure of the FOG program's effectiveness and will update the study as additional information becomes available.

FOG disposal is through the OCSD treatment plant in Fountain Valley. FOG collected through line cleaning or the cleaning of grease interceptors within the City is taken to OCSD for treatment. FSEs must use licensed grease haulers to clean and transport material removed from grease interceptors.

Manifests for cleaning and grease removal must be maintained by the FSEs and are reviewed during the City's inspections. Inspections may be conducted by City staff or by a contractor hired by the City.

The City utilizes its newsletter and other public events to inform the public of the necessity to properly dispose of residential FOG.

8.2 Compliance Documents

The FOG Control program activities are documented under the following ordinances, reports, and studies:

- FOG Control Ordinance - included as Appendix I in Volume II of this SSMP.
- FOG Control Program - included as Appendix J in Volume II of this SSMP.
- FOG Characterization Study - included as Appendix K in Volume II of this SSMP.
- FSE FOG Handbook – available from the FOG Program Manager.
- FOG Disposal Alternatives Report – In-Plant FOG Impact Study (OCSD) – located at the office of the FOG Program Manager.

SYSTEM EVALUATION AND CAPACITY ASSURANCE AND CAPITAL IMPROVEMENTS

The Order requires that each Enrollee shall prepare and implement a plan to include procedures and activities for: routine evaluation and assessment of capital improvement plan (CIP); routine evaluation and assessment of system conditions; capacity assessment and design criteria; prioritization of corrective actions. At a minimum, the plan must include:

- I. **System Evaluation and Condition Assessment:** The plan must include the procedures and activities for:
 - i. Evaluate the sanitary sewer system assets utilizing the best practices and technologies available;
 - ii. Identify and justify the amount (percentage) of its system for its condition to be assessed each year;
 - iii. Prioritize the condition assessment of system areas that
 1. Hold a high level of environmental consequences if vulnerable to collapse, failure, blockage, capacity issues, or other system deficiencies;
 2. Are located in or within the vicinity of surface waters, steep terrain, high groundwater elevations, and environmentally sensitive areas;
 3. Are within the vicinity of a receiving water with a bacterial-related impairment on the most current Clean Water Act section 303(d) List;
 - iv. Assess the system conditions using visual observations, video surveillance and/or other comparable system inspection methods;
 - v. Utilize observations/evidence of system conditions that may contribute to exiting of sewage from the system which can reasonably be expected to discharge into a water of the State;
 - vi. Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities; and
 - vii. Identify system assets vulnerable to direct and indirect impacts of climate change, including but not limited to: sea level rise; flooding and/or erosion due to increased storm volumes, frequency, and/or intensity; wildfires; and increased power disruptions.

2. **Capacity Assessment and Design Criteria:** The Plan must include procedures to identify system components that are experiencing or contributing to spills caused by hydraulic deficiency and/or limited capacity, including procedures to identify the appropriate hydraulic capacity of key system elements for:

- i. Dry-weather peak flow conditions that cause or contributes to spill events;
- ii. The appropriate design storm(s) or wet weather events that causes or contributes to spill events;
- iii. The capacity of key system components; and
- iv. Identify the major sources that contribute to the peak flows associated with sewer spills.

The capacity assessment must consider:

- i. Data from existing system condition assessments, system inspections, system audits, spill history, and other available information;
- ii. Capacity of flood-prone systems subject to increased infiltration and inflow, under normal local and regional storm conditions;
- iii. Capacity of systems subject to increased infiltration and inflow due to larger and/or higher-intensity storm events as a result of climate change;
- iv. Increases of erosive forces in canyons and streams near underground and aboveground system components due to larger and/or higher-intensity storm events;
- v. Capacity of major system elements to accommodate dry weather peak flow conditions, and updated design storm and wet weather events; and
- vi. Necessary redundancy in pumping and storage capacities.

3. **Prioritization of Corrective Action:** The findings of the condition assessments and capacity assessments must be used to prioritize corrective actions. Prioritization must consider the severity of the consequences of potential spills.

4. **Capital Improvement Plan:** The capital improvement plan must include the following items:

- i. Project schedules including completion dates for all portions of the capital improvement program;
- ii. Internal and external project funding sources for each project; and
- iii. Joint coordination between operation and maintenance staff, and engineering staff/consultants during planning, design, and construction of capital improvement projects; and Interagency coordination with other impacted utility agencies.

9.1 Compliance Summary

System Evaluation and Condition Assessment: The Placentia sanitary sewer collection system is divided into six (6) geographical drainage areas, consistent with tract development within those drainage areas, and their relationship to the OCSD interceptor system. Each drainage area is independent of the others and connects to the OCSD system at various locations. Sewage collected in each area flows to the OCSD interceptor pipelines where it is transported to OCSD's treatment facilities. These areas developed at different times as the City changed from a primarily agricultural area into a residential community. Because each basin is independent, development within a basin only affects the capacity of that basin and not the remainder of the sanitary sewer collection system. The City is almost 100% built out.

In 2000, the City had a flow study conducted to determine the actual wastewater generation factors from the various types of sanitary sewer collection system users within the City. The data was used to calibrate a model of the collection system to determine if sufficient capacity exists. At that time, 20 of the City's 44 reaches were modeled. In the first quarter of 2005, as part of the City's 2005 Sewer Master Plan Update, the City contracted to have the model re-run for all 44 reaches of the collection system. Results were incorporated into the City's Capacity Assurance Plan as part of its Region 8 SSMP. Those pipe segments that the model indicated as being under capacity were added to the City's CIP in 2005. Field studies were also conducted to measure the actual flow levels at different times of the day over a period of one week for those pipe segments that the model indicated as not having sufficient capacity. This assisted the City in prioritizing projects as the computer model is a projection of flow conditions. The City of Placentia historically has not experienced capacity-related issues in the sanitary sewer collection system, nor are they currently.

In 2009 the City completed an aggressive CCTV inspection program. Over a period of 2½ years the City CCTV inspected its entire sanitary sewer collection system. This has established a baseline condition assessment for the sanitary sewer collection system. Re-inspections are conducted at a rate of approximately 14-20% of the system per year (or full system every 5 to 7 years).

During the summer of 2013, the City installed a comprehensive GIS system for its sewer collection and stormwater systems. The GIS system allows the City to easily access maintenance data, including video inspections of the sanitary sewer collection system pipeline segments. In

2018, as part of a Sewer Master Plan Update, the City developed updated design and evaluation criteria, as well as an updated hydraulic model. A three-week flow monitoring program was utilized to calibrate the existing dry weather hydraulic model scenario and to assess I/I impacts to the system. No significant wet weather response was captured for the flow monitoring period and so wet weather flow monitoring data from OCSO was utilized to determine the peak wet weather flow scenario. Results of the existing system capacity evaluation indicated that approximately 2% of pipes show capacity deficiencies under existing peak dry weather flow conditions and approximately 15% of pipes show capacity deficiencies under existing peak wet weather flow conditions. The Sewer Master Plan capacity evaluation effort resulted in seven (7) capacity related CIP projects totaling \$13.8M.

The city maintains documents and records related to system evaluations and condition assessments, such as the one conducted in 2018, to ensure that deficiencies are identified. Given that the city is situated in a flat terrain, the findings will prioritize areas that could have significant environmental consequences if they are vulnerable to collapse. The system may also be susceptible to both direct and indirect impacts of climate change, including wildfires, flooding, erosion, and power disruptions.

In the future, if a new evaluation is carried out to monitor flow, model hydraulics, or assess the sewer system further, any additional deficiencies in sewer capacity will be identified. Once these deficiencies are noted, they will be addressed using appropriate engineering solutions to the specific conditions.

Capacity Assessment and Design Criteria: The City utilizes industry standards as the design criteria for its sanitary sewer collection system. All design work is conducted by registered California professional engineers and all contractors are required to be licensed and insured. The City requires that all design be compliant with the latest edition of the California Plumbing Code (CPC) supplemented by the Standard Publication for Public Works Construction (Greenbook), Standard Plans for Public Works Construction (current edition), and the City’s Sewer Notes to establish standards of work, material and construction procedures for improvements to the City’s sanitary sewer collection system. The system is designed to handle projected dry and wet weather peak flows, including other sources of peak flow from commercial and industrial activities.

Design standards were created as part of the 2018 Sewer Master Plan Update. The sewer design criteria for the City are shown in the following table.

Design Criteria	City of Placentia
Minimum Size	8-inches
Minimum Slope (8")	0.40%
Minimum Slope (12" and larger)	0.24%
Manning's "n"	0.013

Minimum Velocity (ft/s)	2
Maximum d/D ¹ (<12") at PWWF	0.5
Maximum d/D (12" and larger) at PWWF	0.75
Maximum Distance between Manholes (ft)	300
Notes:	
¹ d/D = ratio of depth of water to the diameter of the pipe	

The City Engineer or hired qualified professional engineer provides thorough review of all sewer plans for proposed development projects in the City to ensure the capacity assessment considers: 1) Data from existing system condition assessments, system inspections, system audits, spill history, and other available information; 2) Capacity of flood-prone systems subject to increased infiltration and inflow, under normal local and regional storm conditions; 3) Capacity of systems subject to increased infiltration and inflow due to larger and/or higher-intensity storm events as a result of climate change; 4) Increases of erosive forces in canyons and streams near underground and aboveground system components due to larger and/or higher-intensity storm events; 5) Capacity of major system elements to accommodate dry weather peak flow conditions, and updated design storm and wet weather events; and 5) in pumping and storage capacities.

Prioritization of Corrective Action: The results and findings of the system evaluation and capacity assessments will be used to implement corrective actions to improve the efficiency of the sanitary sewer system and prevent future spills. This information will also inform the CIP schedule and applicable projects. The City will prioritize the corrective actions based upon the severity of the consequence of the potential spill.

The City has incorporated several capacity enhancement measures into its sanitary sewer collection system. The City has an Infiltration and Inflow (I&I) program to prevent storm water or groundwater from entering the system. The I&I program is designed to identify and eliminate sources of I&I within the City’s sanitary sewer collection system through the selective use of smoke testing, flow monitoring, and CCTV. As part of this program, the City completed the Walnut Drainage Project in 2009. This project eliminated a severe drainage issue that occurred during heavy rain events causing flooding and inundation of the sanitary sewer collection system in the Walnut Avenue area. The City’s CCTV inspection program and proactive line cleaning program ensure the sanitary sewer collection system can handle designed flows. The CCTV inspection program provides the City with visual data on internal deficiencies while the line cleaning program keeps the sanitary sewer collection lines free of accumulations of FOG, roots, and other debris. The City has also established a minimum size of 8-inch diameter pipe for sewer mains.

Capital Improvement Plan: In 2019, the City revised and updated its CIP. The updated CIP includes \$16 million in capital improvements for the sanitary sewer collection system. These projects are a combination of pipe deficiencies and capacity issues. The CIP was updated based upon the findings of the 2018 Sewer Master Plan Update.

There are no sewer projects in the City's current CIP. The CIP is periodically reviewed with changes being made to the project list and start dates to meet the changing needs of the City. The CIP also contains budgetary cost projections for the listed projects. Funding is provided for the replacement/rehabilitation of the City's sanitary sewer collection system by the Sewer Enterprise Fund balance. Grants and bond sales are additional means the City can utilize to fund its CIP projects.

The City coordinates with operation, maintenance and engineering staff depending on the pace of development. The capacity of the sewage collection system to carry the existing and projected flows is evaluated and improvements recommended. These recommendations become part of the costs when considering changes to the wastewater system.

9.2 Compliance Documents

The documents used for system evaluation and capacity assurance are as follows:

- 2018 Wastewater Master Plan included as Appendix G in Volume II of this SSMP and located at the Public Works Department.
- Replacement and Rehabilitation Plan – included in Appendix H of Volume II of this SSMP.
- Capital Improvement Plan – available at the Public Works Department.
- Inflow and Infiltration Reduction Plan – part of the City's Operation and Maintenance Program.
- City General Plan – located at the Placentia City Hall.
- Computer GIS – accessible at City Hall and the Public Works Yard.

MONITORING, MEASUREMENT, AND PROGRAM MODIFICATIONS

The Plan must include an Adaptive Management section that addresses Plan-implementation effectiveness and the steps for necessary Plan improvement, including :

- (a) Maintain relevant information, including audit findings, that can be used to establish and prioritize appropriate SSMP activities;
- (b) Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;
- (c) Assess the success of the preventative operation and maintenance program;
- (d) Update plan procedures and activities, as appropriate, based on results of monitoring or performance evaluations; and
- (e) Identify and illustrate spill trends, including: spill frequency, location, and estimated volumes.

10.1 Compliance Summary

City staff reviews the maintenance activities and programs necessary for the efficient operation of the sanitary sewer collection system. This includes tracking information related to the collection system, such as all maintenance activities, audit findings, spill data, service and repair history, root control, pipe cleaning, and customer complaints. The collected data is used to generate reports that help monitor and prioritize SSMP activities. This data is used to determine if the City's activities are sufficient to meet the stated goals of the SSMP. Line cleaning records provided by the City's contractor are reviewed for abnormalities such as increased grease accumulation or root growth. Likewise, the cleaning records of the enhanced maintenance areas are reviewed for changes.

The effectiveness of the program shall be monitored and tracked through the City to minimize sewer spills. These include:

- Total number of spills;
- Total number and their amount discharged or reaching the Waters of the United States;
- Spill response time;
- Reduction in repeated incidents of spill at the same location; and
- Reduction in number of spills caused by flows exceeding the capacity of the collection system.

When spills occur, their source is identified, and appropriate action taken to ensure future spills do not occur at the same location with the same cause. Spill response is reviewed and modified if necessary. O&M costs are carefully monitored to ensure sufficient funds are being provided by

the sewer service fee. CCTV inspection videos are reviewed as they become available and are compared to the established baseline videos to track changes in the system. The sewer pipe blockage control program is periodically reviewed for its effectiveness in reducing FOG related spills. The City is an active member in the OC WDR Steering Committee and OC WDR General Group, sponsored by OCSD, with employees attending both meetings and workshops. Information and data on the City's sanitary sewer collection system is always available for audit as provided under the Order. Changes are made as necessary to continually improve the SSMP.

The City of Placentia has been reporting and keeping statistics on spills occurring within the City's jurisdiction. Records of individual spills (public and private) that occurred under the Region 8 Order were kept in hard copy and a monthly summary on an Excel spreadsheet. Under the Statewide Order all spills are reported to the CIWQS online database. A current spreadsheet tracking spills over the past 16 years is available in Appendix M of Volume II and includes spills by category, volume, cause and enhanced maintenance area location. These data indicate a 16-year average spill rate (number of spills per 100 miles of system per year) of 0.8, which would categorize the City as having a well performing system. These records are reviewed for source and cause during the investigative process of a spill and will be utilized to measure of effectiveness of the overall SSMP. Biennial audits review spill data to identify trends and are used to modify the program elements and/or SSMP implementation to ensure improved system performance. A change log is contained in Appendix B of Volume II of the SSMP to track changes that occur to the document.

10.2 Compliance Documents

The compliance documents are as follows:

- Individual spill reports – located at the City's Public Works Corporation Yard and on the CIWQS online database.
- Line cleaning and maintenance reports – located at the City's Public Works Corporation Yard.
- Enhanced maintenance area cleaning reports – located at the City's Public Works Corporation Yard.
- Employee training records – located at the Placentia City Hall.
- Records retention guidelines – located in Volume II, Appendix L.
- SSMP Performance Tracker spreadsheets – located at the Public Works Department and included in Volume II, Appendix M.

PROGRAM AUDITS

As part of the SSMP, the Enrollee shall conduct periodic internal audits, appropriate to the size of the system and the number of spills. At a minimum, these audits must occur every three years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the Enrollee's compliance with the SSMP requirements identified in this subsection (D.13), including identification of any deficiencies in the SSMP and steps to correct them.

11.1 Compliance Summary

Audits will review the City's SSMP activities from the time of the last audit and will summarize the data accumulated through its monitoring, measuring, and program modification efforts. Particular attention will be paid to each program's effectiveness in meeting its goals, objectives, and priorities while ultimately being tied into the budgetary process.

The audit process will include the review of additions or improvements made to the collection system during the current audit period and describe planned additions and improvements for the upcoming audit period. Supporting documents will be reviewed to ensure they are up to date and the most recent documents are available and referenced. This process will also ensure that historical documents are kept for future reference.

The Enrollee shall submit a complete audit, including identification of any deficiencies and the recommended steps taken or planned to correct them, will be included in the audit report. A statement that sewer system operators' input on the audit findings has been considered. Along with a proposed schedule for the Enrollee to address the identified deficiencies. The audit report will be used in the City's budgeting process when planning future CIP projects.

Employee training will be reviewed to ensure programs and mechanisms are in place to provide necessary training, and that all staff is up to date with required training. Training includes on the job requirements, safety, required licenses and/or certificates, and professional development.

Completed audits are retained on file the Placentia City Hall for a minimum of five years.

11.2 Compliance Documents

The documents used for audit evaluations include the following:

- Individual spill reports – located at the City's Public Works Corporation Yard and on the CIWQS online database.
- Line cleaning and maintenance reports – located at the City's Public Works Corporation Yard.
- Enhanced maintenance area cleaning reports – located at the City's Public Works Corporation Yard.

- Employee training records – located at the Placentia City Hall.
- SSMP Performance Tracker spreadsheet – located in Volume II, Appendix M.
- City’s Record Retention Guidelines – located in Volume II, Appendix L
- City’s annual sanitary sewer collection system budget – located at the Placentia City Hall.
- Current audits are maintained at the Placentia City Hall.

COMMUNICATIONS

The Enrollee shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. A communication plan must include procedures for the Enrollee to communicate with the public for spills and discharges resulting in closures of public areas, or that enter a source of drinking water. The communication system shall provide the public the opportunity to provide input to the Enrollee as the program is developed and implemented.

The Enrollee shall also create a plan of communication with owners/operators of systems that are tributary and/or satellite to the Enrollee's sanitary sewer system for system operation, maintenance, and capital improvement-related activities

12.1 Compliance Summary

During the development of the original SSMP for Region 8 the City encouraged public participation through the use of newsletters and public events. When the State of California adopted the current statewide WDR, the City updated its Region 8 SSMP to ensure compliance with the State Order. The City continues to communicate with interested parties on the implementation and performance of its SSMP. The communication program allows interested parties to provide input on the program's performance.

The City disseminated public information on the SSMP and its various elements in numerous ways. The City's communication program uses, at a minimum, public meetings, online communications (www.placentia.org), print customer communications, and business/local organizations as a means to communicate with the public. The Volume I of most recent version of the SSMP is available on the City's website. The City of Placentia allows public comment at its City Council meetings. The City is also a participant in the OC WDR Group and, as such, meets on a monthly basis to discuss sewer issues.

The City does accept a small amount of sewage flow from the City of Brea. This is allowed through a long-standing contract between the City of Placentia and the City of Brea. The City also maintains a close relationship with the Yorba Linda Water District which owns and operates the sanitary sewer collection system within the portion of the City that is within the District's jurisdiction. All of the City's sewage flows to the OCSD interceptor system at several locations throughout the City. As with the City of Brea, OCSD and the City of Placentia have a long-standing contract allowing the City to deposit its sewage flow into OCSD's interceptor system.

Spills or discharges that enter a source of drinking water are noticed to the public by Yorba Linda Water District. Any other spills or discharges that require closure of public areas are coordinated by the City.

12.2 Compliance Documents

The documents used for the communications program include the following:

- City's website at www.placentia.org.
- Most current approved SSMP available on the City's website.
- FOG Resources, including Kitchen BMPs, Grease Interceptors fact sheet, FOG Program FAQs and log sheets are available on the City's website.
- City agreement with the City of Brea – available at the Placentia City Hall.
- City agreement with OCSD – available at the Placentia City Hall or OCSD Administrative Offices.

GENERAL COMPLIANCE

13.1 SSMP and Program Certification

Both the SSMP and the City’s program to implement the SSMP must be certified by the City to be in compliance with the requirements set forth above and must be presented to the City’s governing board for approval at a public meeting. The City shall certify that the SSMP, and subparts thereof, are in compliance with the general WDRs within the time frames identified in the time schedule provided in subsection D.15.

In order to complete this certification, the City’s authorized representative must complete the certification portion in the Online Spill Database Questionnaire by checking the appropriate milestone box, printing and signing the automated form, and sending the form to:

State Water Resources Control Board
Division of Water Quality
Attn: SSO Program Manager
P.O. Box 100
Sacramento, CA 95812

The SSMP must be updated every six (6) years and must include any significant program changes. Re-certification by the governing board of the City is required in accordance with D.14 when significant updates to the SSMP are made. To complete the re-certification process, the City shall enter the data in the Online Spill Database and mail the form to the State Water Board, as described above.

13.2 Compliance Summary

The SSMP will be presented to the City of Placentia City Council for approval on July 15, 2025. Re-certification of the SSMP will occur every six (6) years from the date of SSMP approval.

13.3 Compliance Documents

The following documents provide the legal basis for the City of Placentia’s approval of the SSMP.

- City of Placentia’s City Council meeting minutes from July 15, 2025 – located at the Placentia City Hall and on the City’s website.
- Approved SSMP – located at the Placentia City Hall and on the City’s website.
- State Water Resources Control Board (SWRCB) Order Number 2022-0103-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems – located at the Placentia City Hall and Appendix A in Volume II of this SSMP.



Agenda Item No: 1.f

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: July 15, 2025

Submitted by: Joe Lambert

From: Development Services

Subject:

Second Reading and Adoption of Ordinance No. O-2025-05, amending development standards and regulatory requirements in Title 23 (“Zoning”) of the Placentia Municipal Code relating to Accessory Dwelling Units and Junior Accessory Dwelling Units to be in compliance with State law (Zoning Code Amendment No. ZCA 2025-01)

Financial Impact:

Fiscal Impact:

None.

Summary:

The City regulates Accessory Dwelling Units (ADUs) via Section 23.73 of the Placentia Municipal Code. Certain components of these regulations, as well as other related City regulations, do not comply with certain new State laws. Therefore, updates to the Placentia Municipal Code (PMC) are necessary to achieve compliance with recent State legislation. The City’s regulations related to ADUs were last updated in February 2020 in response to 2019 State legislative actions. Since that time, the legislature has adopted several bills amending ADU and Junior ADU regulations. If a city does not have an ADU ordinance that is compliant with state law, then any applications submitted will be processed under the State law requirements without any local standards. The proposed zoning amendments are required to be in compliance with current State laws. Ordinance No. O-2025-05 was introduced for First Reading at the City Council meeting of July 1, 2025.

Recommendation:

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

1. Waive full reading, by title only, and adopt Ordinance No. O-2025-05, 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.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Goal to achieve:

Implementation of Housing Element Strategies, Objective Number 3.10. This agenda item will specifically create opportunities for the development of more housing in the City, including a mix of housing at various price points.

Discussion:

The City's regulations related to ADUs were last updated in February 2020 in response to 2019 State legislative actions. The ADU regulations currently in effect were adopted by City Council in February 2020. Since 2020, the legislature has adopted several bills amending ADU and Junior ADU regulations. If a local jurisdiction does not have an ADU ordinance that is compliant with state law, then any applications submitted will be processed under the State law requirements without any local standards. The proposed zoning amendments are required to be in compliance with current State laws.

On June 10, 2025, the City of Placentia Planning Commission held a public hearing and recommended that the City Council adopt a Categorical Exemption for this item and recommended approval of ZCA 2025-01. On July 1, 2025, City Council held a public hearing and subsequently, Ordinance No. O-2025-05 was introduced for First Reading at the City Council meeting of July 1, 2025.

Fiscal Impact Summary:

Fiscal Impact:

No fiscal Impact.

Attachments

[1._Ordinance_O-2025-05.docx](#)

[1.A. Ord. Ex.A ADU and JADU 2025 clean.docx](#)

ORDINANCE NO. O-2025-05

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

City Attorney's Summary

This Ordinance amends Chapter 23.73 of Title 23 (Zoning) of the Placentia Municipal Code regarding Accessory Dwelling Units and Junior Accessory Dwelling Units to be in compliance with changes to state law.

WHEREAS, on February 19, 2019, the City Council adopted Ordinance No. O-2019-01, creating regulations for accessory dwelling units in accordance with state law; and

WHEREAS, in 2019 the State Legislature adopted more than eighteen bills related to housing, many of which provided additional amendments to state accessory dwelling unit and junior dwelling unit regulations; and

WHEREAS, on February 4, 2020, the City Council adopted Ordinance No. O-2020-01 to be in compliance with the recent amendments to the Government Code regarding accessory dwelling unit and junior accessory dwelling unit; and

WHEREAS, since the time of the adoption of Ordinance No. O-2019-01, the state has made additional amendments to the Government Code relating to accessory dwelling units and junior accessory dwelling units; and

WHEREAS, this Ordinance is amending Chapter 23.73, Accessory and Junior Accessory Dwelling Units, of the Placentia to Municipal Code to be in compliance with all of the changes made to state law regarding accessory dwelling units and junior accessory dwelling units; and

WHEREAS, on June 10, 2025, the Planning Commission of the City of Placentia held a duly noticed public hearing at which time it considered all evidence presented, whether written or oral; and

WHEREAS, after the close of the public hearing the Planning Commission recommended that the City Council adopt this Ordinance; and

WHEREAS, on July 1, 2025, the City Council of the City of Placentia held a duly noticed public hearing at which time it considered all evidence presented, whether written or oral; and

WHEREAS, the City desires to amend its regulations to comply with State law.

NOW, THEREFORE, THE CITY OF PLACENTIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Amendment. Chapter 23.73 of the Placentia Municipal Code is hereby amended in its entirety and replaced with Exhibit “A” attached hereto and incorporated herein by reference.

SECTION 2. CEQA. This Ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15282(h) which provides a statutory exemption for the adoption of an ordinance regarding accessory dwelling units to implement the provisions of the Government Code. Regardless of whether the City adopts this Ordinance, accessory dwelling units and junior accessory dwelling units must be allowed in the City in accordance with the standards set forth in the Government Code. Therefore, this Ordinance is categorically exempt under the common sense exemption of CEQA Guidelines section 15061(b)(3) which provides that CEQA does not apply where it can be seen with certainty that the project will not have any significant impacts on the environment.

SECTION 3. Effective Date. This Ordinance shall take effect on the 31st day after adoption.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional.

SECTION 5. Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

SECTION 6. Transmission to HCD. The Director of Development Services shall send a copy of this Ordinance to the Department of Housing and Community Development as required by State law.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on the 1st day of July 2025.

PASSED, APPROVED AND ADOPTED this 15th day of July 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

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 1st day of July 2025 and adopted at a regular meeting of the City Council of the City of Placentia, held on the 15th day of July 2025 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"

**CHAPTER 23.73 ACCESSORY AND JUNIOR
ACCESSORY DWELLING UNITS**

CHAPTER 23.73
ACCESSORY AND JUNIOR ACCESSORY DWELLING UNITS

§ 23.73.010. Purpose.

This chapter is intended to establish ministerial regulations consistent with Government Code Sections 66310 through 66342 in a manner which properly balances the city's goals of: (1) expanding the mix of housing opportunities in the city by encouraging the establishment of accessory dwelling units within the city; and (2) maintaining the character of residential neighborhoods by regulating how accessory dwelling units may be built. If there is any inconsistency between the terms of this chapter and mandatory requirements of state law, the mandatory requirements of state law shall control, but only to the extent legally required.

§ 23.73.020. Definitions.

For purposes of this chapter, words and phrases defined in Government Code Sections 66310 through 66342 shall have the same meaning when used in this chapter.

§ 23.73.030. Ministerial review for junior and accessory dwelling units.

Applications for junior and accessory dwelling units shall be ministerially processed within sixty (60) days of receipt of a complete application and approved if they meet the requirements of this chapter.

- (1) The city shall grant a delay if requested by the applicant.
- (2) If the application is submitted in conjunction with an application for a new single-family or multi-family residential dwelling, the application for the junior or accessory dwelling unit shall not be acted upon until the application for the new single-family or multi-family residential dwelling is approved, but thereafter shall be ministerially approved within sixty (60) days if it meets all requirements of this chapter.
- (3) If the application is denied, the city shall return a full set of comments in writing to the applicant with a list of items that are defective or deficient with a description of how the application can be remedied by the applicant. These comments shall be provided to the applicant within sixty (60) days of a complete application.
- (4) If a detached garage is to be replaced with an accessory dwelling unit, the demolition permit shall be reviewed with the application for the accessory dwelling unit and issued at the same time.
- (5) Notwithstanding the above, if the applicant uses a plan for an accessory dwelling unit that has been preapproved by the city or a plan that is identical to a plan used in an application for a detached accessory dwelling unit approved by the city within the current triennial California Building Standards Code cycle, the application shall be approved or denied within 30 days from the date of a complete application.

§ 23.73.040. Accessory dwelling units permitted use.

An accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, including detached garages, carports, covered parking or uncovered parking spaces. Notwithstanding any other provision of this title to the contrary, accessory dwelling units are a ministerially permitted use in any single family, multi-family, and mixed-use zones, and in areas of Specific Plans and other areas that allow for residential uses, subject to development in accordance with this chapter. Junior accessory dwelling units are a ministerially permitted use only in a single-family zone.

§ 23.73.050. Submittal requirements.

Each application for an accessory dwelling unit shall comply with the following requirements:

(1) Fees. The applicant must pay all required fees which may be set by the city council by resolution, including, but not limited to, fees for staff to review the project, permit and inspection fees.

(2) Application Contents. The application shall include the following documents, which shall be reviewed and approved by the director of development services or designee:

- (A) Plot Plan (Drawn to Scale). Three (3) sets of plans, including plot plans, elevations and landscape plans. The plans shall be drawn to scale and shall indicate clearly, and with full dimensioning, the following information:
 - (i) Lots;
 - (ii) Setbacks;
 - (iii) Rights-of-way;
 - (iv) Building envelopes of current and proposed buildings and structures;
 - (v) Paved areas;
 - (vi) Location, size, height, materials, colors, and proposed use of buildings and structures;
 - (vii) Yards and space between buildings;
 - (viii) Walls and fences; location, height, materials and color;
 - (ix) Off-street parking delineated as to: location, number of spaces and dimensions of parking area;

- (x) Grading and drainage plans.
- (B) Floor Plans. Complete floor plans of both existing and proposed conditions. The dimensions of each room shall be provided, along with the resulting floor area calculation. The use of each room shall be labeled. The size and location of all doors, closets, walls and cooking facilities shall be clearly depicted.
- (C) Elevations. North, south, east, and west elevations that show all exterior structure dimensions, all architectural projections, and all openings for both the existing residence and the proposed accessory dwelling unit.

§ 23.73.060. Development standards.

(1) Underlying Zoning. Accessory dwelling units shall comply with all of the development standards for a new residential dwelling unit in the zone in which the accessory dwelling unit is to be located, including, but not limited to, setbacks, height, and lot coverage unless otherwise addressed by this chapter, or contrary to state law.

(2) The following standards shall also apply:

(A) Floorspace.

- (i) The total area of floorspace of an attached accessory dwelling unit shall not exceed fifty (50) percent of the existing primary dwelling unit. For a new construction primary dwelling unit, an attached accessory dwelling unit shall not exceed eight hundred fifty (850) square feet for a zero to one bedroom unit, or one thousand (1,000) square feet for a two or more-bedroom unit.
- (ii) The total area of floorspace of a detached accessory dwelling unit shall not exceed one thousand two hundred (1,200) square feet.
- (iii) The minimum floorspace requirements shall allow an efficiency unit, as defined in Health and Safety Code Section 17958.1.

(B) Setbacks.

- (i) Front yard setbacks shall comply with the requirement of the zone in which the accessory dwelling unit is to be located, unless doing so would prohibit the construction of at least an eight hundred (800) square foot accessory dwelling unit. The first priority placement shall be in the rear of the property, developed in compliance with the setbacks in this chapter. If proposed at the front of the property, the front setback shall be maximized to the extent allowed by these requirements.
- (ii) Side and rear yard setback requirements shall be four (4) feet.

- (iii) If an accessory dwelling unit is built in the same location and to the same dimensions as an existing garage or other accessory structure, then no setback is required beyond that which exists for the existing garage or accessory structure.
- (C) **Distance Between Buildings.** The minimum required distance between a detached secondary dwelling unit and the primary dwelling unit, and all other structures, including garages, on the property, shall be ten (10) feet, unless it would prohibit the construction of an up to eight hundred (800) square foot accessory dwelling unit. The distance separation does not apply to existing structures converted to an accessory dwelling unit.
- (D) **Height.** An accessory dwelling unit shall comply with the following height requirements:
 - (i) A height of sixteen feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit.
 - (ii) A height of eighteen feet for a detached accessory dwelling unit on a lot with an existing or proposed single-family or multi-family dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. An additional two feet in height to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit shall be allowed.
 - (iii) A height of eighteen feet for a detached accessory dwelling unit on a lot with an existing or proposed multi-family, multistory dwelling.
 - (iv) A height of twenty-five feet or the height limitation in the zone that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling. If the existing primary dwelling is a two-story structure, the attached accessory dwelling unit may also be two-stories, subject to the height limitations herein.
- (E) **Architecture.** The accessory dwelling unit shall be compatible with and complement the architectural style of the primary dwelling. The entrance to the accessory dwelling unit shall not be clearly visible from the street adjacent to the property or on the same side as the entrance to the primary dwelling unit, unless it would prohibit the construction of an eight hundred (800) square foot accessory dwelling unit.
- (F) **Parking.** In general, one (1) off-street parking space shall be provided for the accessory dwelling unit in addition to the existing parking for the primary residence. This required parking space may be covered or uncovered and shall meet

all parking space location, dimension, and surfacing requirements as outlined in Chapter 23.78, except as modified herein. The space may be provided as tandem parking on an existing driveway, provided the parking space blocks no more than one (1) other required parking space and may be provided in other setback areas. When a garage, carport, covered parking structure or uncovered parking space is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, no replacement parking for the primary structure shall be required. A parking space for an accessory dwelling unit shall not be required in any of the following instances:

- (i) The accessory dwelling unit is located within one-half (1/2) mile walking distance of public transit. For these purposes, “public transit” means a location, including but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
 - (ii) The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - (iii) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.
 - (iv) When on-street parking permits are required but not offered to the occupants of the accessory dwelling unit.
 - (v) When there is a car share vehicle located within one (1) block of the accessory dwelling unit. For these purposes, “car share vehicle” means a motor vehicle that is to park in parking spaces designated for the exclusive use of car share vehicles, operated as part of a regional fleet by a public or private car sharing company or organization, and provides hourly or daily service.
 - (vi) When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the accessory dwelling unit or the parcel satisfies any other criteria listed in this chapter.
- (G) Entrances. No more than one (1) exterior entrance on any one (1) side of the accessory dwelling unit is allowed.
- (H) Stairways. No exterior stairways to the accessory dwelling unit may be clearly visible from any street immediately adjacent to the property.
- (I) Primary Unit Development Standards. The primary unit shall continue to comply with the minimum standards applicable to the primary dwelling unit in the zone, except as may be modified by this chapter.

- (J) Utilities.
- (i) All utility installations shall be placed underground.
 - (ii) Water and sewer service to the site and the accessory dwelling unit shall be adequate.
 - (iii) For an accessory dwelling unit contained within an existing single-family home or an existing accessory structure meeting the requirements of Section 23.73.080(a)(1) below, the city shall not require the installation of a new or separate utility connection between the accessory dwelling unit and the utility or impose a connection fee or capacity charge. Such requirements may be imposed when the accessory dwelling unit is being proposed with a new single-family home.
 - (iv) For all other accessory dwelling units other than those described in subsection (C) above, the city shall require a new or separate utility connection between the accessory dwelling unit and the utility and shall charge a connection fee or capacity charge that is proportionate to the burden of the proposed accessory dwelling unit based on the square foot or the number of drainage fixture units.
- (K) Legal Lot. The accessory dwelling unit will be on a lot that has been legally created.
- (L) Except as otherwise allowed in this chapter, only one attached accessory dwelling unit and one junior accessory dwelling shall be allowed per single-family residential unit.
- (M) Accessory dwelling units shall comply with all applicable building standards code requirements. However, fire sprinklers shall not be required in any accessory dwelling unit if they were not required in the primary unit. Creation of an accessory dwelling unit shall not trigger fire sprinklers to be installed in existing multi-family dwelling units.
- (N) Exception for an ADU Within an Existing Structure. If the following requirements of this subsection are met, then an accessory dwelling unit need not comply with lot coverage requirements, maximum height requirements, the requirement to provide a parking space, and the setback requirement shall be only the minimum required to comply with applicable fire safety standards. All other code requirements continue to apply:
- (i) The proposed accessory dwelling unit is proposed to be entirely within a lawfully existing accessory structure.

- (ii) The accessory dwelling has exterior access which is independent from the existing residence.
- (O) ADU Does Not Exceed Density. When determining whether a lot exceeds the maximum permissible number of dwelling units on the lot, an accessory dwelling unit that conforms to the standards of this chapter shall not be considered a dwelling unit for purposes of that calculation. Additionally, the accessory dwelling unit shall be considered to be consistent with the existing general plan and zoning for the lot.

§ 23.73.070. Additional requirements.

Accessory dwelling units shall also be subject to the following requirements:

- (1) Additions. Any additions to an accessory dwelling unit shall meet the requirements of this chapter.
- (2) Impact Fees. Notwithstanding any fee resolution to the contrary:
 - (A) No impact fee shall be imposed on any accessory dwelling unit less than 750 square feet in size.
 - (B) For accessory dwelling units seven hundred fifty (750) square feet or greater, impact fees shall be charged proportionately in relation to the square footage of the primary dwelling.
 - (C) All applicable public service and recreation impact fees shall be paid prior to occupancy in accordance with Government Code Sections 66000 et seq. and 66012 et seq.
 - (D) For purposes of this section, “impact fee” shall have the same meaning as set forth in Government Code Section 66324(c)(2).
- (3) Restrictions. The following restrictions shall apply to all accessory units:
 - (A) The accessory dwelling unit shall not be sold separately from the primary residence unless constructed pursuant to Government Code Sections 66340 and 66341.
 - (B) Rentals of the accessory dwelling unit and the primary unit shall have a contract length of at least thirty-one (31) days.
 - (C) The restrictions shall be binding upon any successor in ownership of the property, and lack of compliance shall result in legal action against the property owner for compliance with the requirements for an accessory dwelling unit.

(4) Building Code Violations.

- (A) No application or permit shall be denied for an accessory dwelling unit or junior accessory dwelling unit that was constructed prior to January 1, 2020, based on either of the following:
 - (i) The ADU is in violation of building standards pursuant to Article 1 of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code (commencing with Section 17960); or
 - (ii) The ADU does not comply with state law or the provisions of this chapter.
- (B) The provisions of subsection A shall not apply if the city makes a finding that correcting the violation is necessary to comply with the standards specified in Health and Safety Code Section 17920.3 or if the building is deemed substandard pursuant to Health and Safety Code Section 17920.3.
- (C) Before submitting an application for a permit, the homeowner may obtain a confidential third-party code inspection from a licensed contractor to determine the unit's existing condition or potential scope of building improvements before submitting an application for a permit.
- (D) Upon receiving an application to permit a previously unpermitted accessory dwelling unit or junior accessory dwelling unit constructed before January 1, 2020, an inspector from the city may inspect the unit for compliance with health and safety standards and provide recommendations to comply with such standards in order to obtain a permit. The city shall not penalize an applicant for having the unpermitted junior or accessory dwelling unit and shall approve necessary permits to correct noncompliance with health and safety standards.
- (E) No impact fees or connection or capacity charges shall be imposed on a homeowner applying for a permit for a previously unpermitted junior or accessory dwelling unit built before January 1, 2020, except when the utility infrastructure is required to comply with Health and Safety Code Section 17920.3 and authorized by Government Code Section 66324(e).

(5) Enforcement. Until January 1, 2030, the city shall issue a statement along with a notice to correct a violation of any provision of any building standard relating to an accessory dwelling unit that provides substantially as follows:

You have been issued an order to correct violations or abate nuisances relating to your accessory dwelling unit. If you believe that this correction or abatement is not necessary to protect the public health and safety you may file an application with the city development services department. If the city determines that enforcement is not required to protect the health and safety, enforcement shall be delayed for a period of five (5) years from the date of the original notice.

(6) A demolition permit for a detached garage that is to be replaced with an accessory dwelling unit shall be reviewed with the application for the accessory dwelling unit and issued at the same time.

§ 23.73.080. Mandatory approvals.

(1) Notwithstanding any other provision of this chapter, the city shall ministerially approve an application for any of the following accessory dwelling units within a residential or mixed- use zone:

- (A) A junior and/or accessory dwelling unit within the existing or proposed space of a single- family dwelling or accessory structure.
 - (i) An expansion of up to one hundred fifty (150) square feet shall be allowed in an accessory structure solely for the purposes of accommodating ingress and egress.
 - (ii) The junior or accessory dwelling unit shall have exterior access separate from the existing or proposed single-family dwelling.
 - (iii) The side and rear setbacks shall be sufficient for fire and safety.
 - (iv) If the unit is a junior accessory dwelling unit, it shall comply with the requirements of Section 23.73.090 below.
- (B) One detached accessory dwelling unit that does not exceed four (4) foot side and rear yard setbacks on a lot with an existing or proposed single-family dwelling, provided that the unit shall not be more than eight hundred (800) square feet and shall comply with the height limitation as set forth in section 23.73.060(b)(4) above. A junior accessory dwelling unit may be developed with this type of detached accessory dwelling unit and shall comply with all requirements of Section 23.73.090 below.
- (C) On a lot with a multifamily dwelling structure, up to twenty-five (25) percent of the total multifamily dwelling units, but no less than one (1) unit, shall be allowed within the portions of the existing structure that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, provided that each unit complies with state building standards for dwellings.
- (D) On a lot with an existing or proposed multifamily dwelling structure, detached accessory dwelling units as set forth in (A) and (B) below, provided that complies with the height limitations in section 23.73.060(b)(4) above and has at least four (4) foot side and rear yard setbacks. If the existing multifamily dwelling has a rear or side setback of less than four (4) feet, the city shall not require any modification of the existing multifamily dwelling as a condition of approval.

- (i) On a lot with an existing multifamily dwelling, not more than eight (8) detached accessory dwelling units. The total number of detached accessory dwelling units shall not exceed the number of existing units on the lot.
- (ii) On a lot with a proposed multifamily dwelling, not more than two (2) detached accessory dwelling units.

For those accessory dwelling units which require mandatory approval, the city shall not require the correction of legal, nonconforming zoning conditions.

§ 23.73.090. Junior accessory dwelling units.

- (1) One junior accessory dwelling unit shall be allowed in a single-family residential zone within the footprint of an existing or proposed single-family dwelling, including attached garage, not exceeding five hundred (500) square feet.
- (2) The junior accessory dwelling unit shall be required to contain at least an efficiency kitchen which includes cooking appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the junior accessory dwelling unit.
- (3) The junior accessory dwelling unit shall be required to have a separate entrance from the primary residence.
- (4) The junior accessory dwelling unit may, but is not required to, include separate sanitation facilities. If separate sanitation facilities are not provided, the junior accessory dwelling unit shall share sanitation facilities with the single-family residence and shall have direct access to the single-family residence from the interior of the junior accessory dwelling unit.
- (5) No additional parking shall be required for a junior accessory dwelling unit.
- (6) A junior accessory dwelling unit shall be required to comply with applicable building standards.
- (7) The owner of property on which a junior accessory dwelling unit is constructed shall be required to record a deed restriction which shall run with the land and shall provide for the following:
 - (A) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence.
 - (B) A restriction that prohibits the junior accessory dwelling unit from being enlarged beyond five hundred (500) square feet.
 - (C) A restriction from renting the junior accessory dwelling unit or the primary residence for less than thirty (31) consecutive, calendar days.

- (D) A restriction that the owner resides in either the primary residence or the junior accessory dwelling unit. Notwithstanding the foregoing:
 - (i) The owner may rent both the primary residence and junior accessory dwelling unit to one party with a restriction in the lease that that such party may not further sublease any unit or portion thereof.
 - (ii) This restriction shall not apply if the owner of the single-family residence is a governmental agency, land trust, or housing organization.
 - (E) A statement that the deed restrictions may be enforced against future purchasers. A copy of the recorded deed restriction shall be filed with the community development department.
- (8) For the purposes of applying any fire or life protection ordinance or regulation, or providing service water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered to be a separate or new dwelling unit.
- (9) For those accessory dwelling units which require mandatory approval, the City shall not require the correction of legal, nonconforming zoning conditions, including building code violations or unpermitted structures unless the structure falls within 23.73.070(4).
- (10) Fees. The applicant must pay all required fees which may be set by the city council by resolution, including, but not limited to, fees for staff to review the project, permit and inspection fees.



Agenda Item No: 1.g

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: July 15, 2025

Submitted by: Joe Drafter

From: Development Services

Subject:

Second Reading and Adoption of Ordinance No. O-2025-06, amending development standards and regulatory requirements in Title 22 (“Subdivisions”) and Title 23 (“Zoning”) of the Placentia Municipal Code relating to Two-Unit housing developments and Urban Lot Splits, in accordance with State Law (Zoning Code Amendment No. ZCA 2025-02)

Financial Impact:

Fiscal Impact:

None.

Summary:

On January 18, 2022, Urgency Ordinance No. O-2022-01 was adopted by City Council amending Title 22 (Subdivisions) to create a ministerial urban lot split process and amending Title 23 (Zoning) of the Placentia Municipal Code to create a process for the construction of two residential units per lot pursuant to the implementation of State Senate Bill 9 (SB 9) (Government Code Sections 65852.21 and 66411.7). At that time, Staff was directed to return to the Planning Commission to consider a possible recommendation to the City Council of a non-urgency version of an ordinance designed to comply with Senate Bill 9 with additional objective standards. The Planning Commission conducted study sessions regarding a permanent Ordinance on April 12, 2022 and May 10, 2022. Based on input received at those meetings, Staff prepared a permanent SB9 Ordinance with objective standards that was adopted by the City Council on July 19, 2022 and is currently effective. Since that time, the State has amended the law as it pertains to this subject, and the draft Ordinance would update our local regulations in compliance with State law. Ordinance No. O-2025-06 was introduced for First Reading at the City Council meeting of July 1, 2025.

Recommendation:

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

1. Waive full reading, by title only, and adopt Ordinance No. O-2025-06, An Ordinance of the City Council of the City of Placentia, California, amending Chapter 22.80 (Urban Lot Splits), Chapter 23.13 (Two-Unit Housing) and Chapter 23.81 (General Regulations and Exceptions) of the Placentia Municipal Code in accordance with State law.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Goal to achieve:

Implementation of Housing Element Strategies, Objective Number 3.10. This agenda item will specifically create opportunities for the development of more housing in the City, including a mix of housing at various price points.

Discussion:

The City's regulations related to two-unit housing and urban lot splits were last updated by the adoption of Ordinance No. O-2022-07 by the City Council. Since that time, the State has made additional amendments to Government Code Sections 65852.21 and 66411.7 relating to two-unit housing developments and urban lot splits. In order to comply with State law, Section 22.80.021 and Chapter 23.13 of the Placentia Municipal Code needs to be amended to be in compliance with current State laws. Staff also recommends updates to PMC Chapter 23.81 to codify additional objective standards related to two-unit housing and urban lot splits, and these regulations would be applicable for residential development citywide.

On June 10, 2025, the City of Placentia Planning Commission held a public hearing and recommended that the City Council adopt a finding that this Ordinance is not subject to CEQA review and recommended approval of ZCA 2025-02. On July 1, 2025, City Council held a public hearing and subsequently, Ordinance No. O-2025-06 was introduced for First Reading at the City Council meeting of July 1, 2025.

Fiscal Impact Summary:

No immediate impact.

Attachments

- 1. [Ordinance No. O-2025-06 Two Unit Lot Split.docx](#)
- 1.A. [Ex.A. Urban Lot Split 22.80.021.docx](#)
- 1.B. [Ex. B. Two Unit Housing 23.13.docx](#)
- 1.C. [Ex.C. Section 23.81.180 water heater hvac language.docx](#)

ORDINANCE NO. O-2025-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AMENDING CHAPTER 22.80 (URBAN LOT SPLITS), CHAPTER 23.13 (TWO-UNIT HOUSING) AND CHAPTER 23.81 (GENERAL REGULATIONS AND EXCEPTIONS) OF THE PLACENTIA MUNICIPAL CODE IN ACCORDANCE WITH STATE LAW

City Attorney's Summary

This Ordinance amends Chapter 22.80 of Title 22 (Subdivisions) and Chapters 23.13 and 23.81 of Title 23 (Zoning) of the Placentia Municipal Code regarding Urban Lot Splits and Two-Unit Developments to be in compliance with changes to state law.

WHEREAS, on July 19, 2022, the City Council adopted Ordinance No. O-2022-07, creating regulations for two-unit housing developments and urban lot splits in accordance with state law; and

WHEREAS, since the time of the adoption of Ordinance No. O-2022-07, the state has made additional amendments to the Government Code relating to two-unit housing developments and urban lot splits; and

WHEREAS, this Ordinance is amending Chapter 22.80, Subdivisions of Four Parcels or Less, Chapter 23.13, Two-Unit Housing Developments, and Chapter 23.81, General Regulations and Exceptions of the Placentia to Municipal Code to be in compliance with all of the changes made to state law regarding two-unit housing developments and urban lot splits; and

WHEREAS, on June 10, 2025, the Planning Commission of the City of Placentia held a duly noticed public hearing at which time it considered all evidence presented, whether written or oral; and

WHEREAS, after the close of the public hearing the Planning Commission recommended that the City Council adopt this Ordinance; and

WHEREAS, on July 1, 2025, the City Council of the City of Placentia held a duly noticed public hearing at which time it considered all evidence presented, whether written or oral; and

WHEREAS, the City desires to amend its regulations to comply with State law.

NOW, THEREFORE, THE CITY OF PLACENTIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Amendment. Chapter 22.80, Section 22.80.021 of the Placentia Municipal Code is hereby amended as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION 2. Amendment. Chapter 23.13 of the Placentia Municipal Code is hereby amended as set forth in Exhibit “B” attached hereto and incorporated herein by reference.

SECTION 3. Amendment. Chapter 23.81 of the Placentia Municipal Code is hereby amended to add new section 23.81.180 as set forth in Exhibit “C” attached hereto and incorporated herein by reference.

SECTION 4. CEQA. Pursuant to Government Code Sections 65852.21(k) and 66411.7(n) the adoption of an ordinance relating to two-unit housing developments and urban lot splits are not considered a project under CEQA.

SECTION 5. Effective Date. This Ordinance shall take effect on the 31st day after adoption.

SECTION 6. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional.

SECTION 7. Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on the 1st day of July 2025.

PASSED, APPROVED AND ADOPTED this 15th day of July 2025.

Kevin Kirwin, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

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 1st day of July 2025 and adopted at a regular meeting of the City Council of the City of Placentia, held on the 15th day of July 2025 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"
CHAPTER 22.80

EXHIBIT "B"
CHAPTER 23.13

EXHIBIT "C"
SECTION 23.81.180

EXHIBIT "A"
CHAPTER 22.80

§ 22.80.021. Urban lot split requirements.

- (a) Definitions. For purposes of this section, the following definition shall apply:
"Urban lot split" means a lot split of a single-family residential lot into two parcels that meets the requirements of this section.
- (b) The city shall ministerially approve a parcel map for a lot split that meets the following requirements:
- (1) The parcel is located within a single-family residential zone.
 - (2) The parcel is located at least partially in an urbanized area or urban cluster as designated by the United States Census Bureau.
 - (3) The parcel map divides an existing parcel to create no more than two new parcels of approximately equal lot area, provided that one parcel shall not be smaller than 40% of the lot area of the original parcel.
 - (4) Both newly created parcels are no smaller than 1,200 square feet.
 - (5) The parcel is not located in any of the following areas and does not fall within any of the following categories:
 - (A) A historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city landmark or historic property or district pursuant to a city ordinance.
 - (B) Prime farmland or farmland of statewide importance as further defined in Government Code Section 65913.4(a)(6)(B).
 - (C) Wetlands as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).
 - (D) A very high fire hazard severity zone as **determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code.** This does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.
 - (E) A hazardous waste site that is listed pursuant to Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the ~~State Department of Public Health, State Water Resources Control Board, or~~ Department of Toxic Substances

Control has cleared the site for residential use or residential mixed uses.

- (F) A delineated earthquake fault zone as determined by the state geologist in any official maps published by the state geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law and by the city's building department.
 - (G) **Within a flood plain as determined by maps promulgated by the Federal Emergency Management Agency, unless the development has been issued a flood plain development permit pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.**
 - (H) **Within a floodway as determined by maps promulgated by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations.**
 - (I) **Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec.1531 et seq.), or other adopted natural resource protection plan.**
 - (J) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).
 - (K) Lands under a conservation easement.
- (6) The proposed lot split would not require demolition or alteration of any of the following types of housing:
- (A) Housing that is subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;
 - (B) Housing that is subject to any form of rent or price control by the city; or
 - ~~(D)~~(C) Housing that has been occupied by a tenant in the last three years.

(7) A parcel or parcels on which an owner of residential real property exercised rights under Government Code Section 7060 et seq. to withdraw accommodations from rent or lease within 15 years before the date of the application.

~~(7)~~**(8)** The lot split does not create more than two units on a parcel, including any accessory dwelling units or junior accessory dwelling units.

~~(8)~~**(9)** Flag lots are not permitted, unless necessary to comply with this section.

(c) Standards and Requirements. The following requirements shall apply:

(1) The lot split must conform to all applicable objective requirements of the California Subdivision Map Act (Government Code Sections 66410, et seq.) and Title 22 of the Placentia Municipal Code, except as the same are modified by this section.

(2) No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(3) Except for those circumstances described in subsection (c)(2) above, the setback for side and rear lot lines for units 800 square feet or less shall be four feet. For units 801 square feet and larger, the side and rear set back shall be the same as set forth in the single-family residential zone or applicable single-family residential specific plan land use designation. The front setback shall be as set forth in the applicable single-family residential zone or applicable single-family residential specific plan land use designation.

(4) The applicant shall provide easements for the provision of public services and facilities as required to service the newly created lots.

(5) All lots shall have a minimum street frontage of 10 feet to provide for vehicular access and shall comply with driveway requirements of Title 23.

(6) Off-street parking shall be limited to one space per unit and follow the standards in Title 23, unless they conflict with this section, in which case this section will prevail. Notwithstanding the above, no parking requirements shall be imposed in either of the following circumstances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined by Public Resources Code Section 21155(b) or a major transit stop as defined in Public Resources Code Section 21064.3; or

(B) There is a car share vehicle located within one block of the parcel.

(7) Lot coverage shall be the same as set forth in the single-family residential zone, so long as it does not prevent the construction of two 800 square foot

units.

- (8) All grading shall comply with Chapter 20.40 (Grading and Excavating) of this code.
 - (9) Each resulting property must adjoin the public right of way or have vehicular access to the public right of way through a fee interest or perpetual access easement.
 - (10) Driveway locations are subject to public works standards and requirements in place at the time of the application. All driveways shall comply with the driveway development standards set forth in Section 23.04.010 of this code.
 - (11) Properties must have an approved route for firefighter access and hose pull to all existing or potential structures within 150 feet of the fire apparatus. All properties shall comply with all fire protection requirements set forth in the California Fire Code and Title 18 of this code.
 - (12) Each resulting lot (properties) must have dedicated wet (water, sewer, storm drain) and dry (gas and electric) utilities which shall meet the following standards:
 - (A) Location and size shall be determined in accordance with city standards.
 - (B) Water shall include domestic, irrigation, and fire water systems.
 - (C) Property shall be responsible to install new or upsized connections to city facilities in accordance with city standards.
 - (D) Unused connections shall be abandoned per city standards.
- (d) In connection with an application under this section, the city shall not:
- (1) Require dedications of rights-of-way or the construction of off-site improvements for the parcels being created as a condition of issuing a parcel map.
 - (2) Impose any objective zoning, subdivision, or design review standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet.
 - (3) Require the correction of nonconforming zoning provisions as a condition for the lot split.
 - (4) Deny an application solely because it proposes adjacent or connected structures provided that all building code safety standards are met and they are sufficient to allow a separate conveyance.
- (e) An applicant for an urban lot split shall be required to sign an affidavit in a form approved by the **City Attorney** to be recorded against the property stating the following:

- (1) That applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of approval. This requirement does not apply when the applicant is a "community land trust" or a "qualified nonprofit corporation" as the same are defined in the Revenue and Taxation Code.
 - (2) That the uses shall be limited to residential uses.
 - (3) That any rental of any unit created by the lot split shall be for a minimum of 31 days.
 - (4) That the maximum number of units to be allowed on the parcels is two, including, but not limited to, units otherwise allowed pursuant to density bonus provisions, accessory dwelling units, and junior accessory dwelling units.
 - (5) That prohibits the separate fee interest conveyance of any unit on the parcel.
 - (6) That the parcel is formed by an urban lot split and is subject to the city's urban lot split regulations, including all applicable limits on dwelling size and development.
- (f) The city may deny the lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon the public health and safety for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.
- (g) This section shall not apply to:
- (1) Any parcel which has been established pursuant to a lot split in accordance with this section; or
 - (2) Any parcel where the owner of the parcel being subdivided or any person acting in concert with the owner has previously subdivided an adjacent parcel in accordance with this section. For purposes of this section, it will be assumed that where a lot owner purchased the property from an adjacent owner who subdivided his property pursuant to this division within five years of the lot split, the owner is acting in concert with the then owner of the adjacent lot. Acting in concert shall also include where the owner of a property proposed for an urban lot split is the same, related to, or connected by partnership to the owner, buyer or seller (if transferred within the previous three years) of an adjacent lot. However, acting in concert is not limited to these situations.
- (h) Any unit constructed must be compatible in design to the existing primary structure and must also comply with the existing accessory dwelling unit standards and requirements set forth in Chapter 23.73 of this code unless those standards and requirements conflict with this section or state law, in which case this section and state law apply.

- (i) The provisions of this section supersede any provisions of Titles 22 and 23 of the municipal code to the contrary.
- (j) An existing nonconforming or unpermitted dwelling unit may be legalized if it meets or can be improved to meet all requirements of Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code relating to enforcing building code standards. Nothing in this subsection shall be construed as a requirement for the correction of nonconforming zoning conditions as a condition of approval for a ~~two-unit~~ **two-unit** housing development.
- (k)
 - (1) An application pursuant to this section shall be considered and approved or denied within 60 days from the date the city receives a completed application. If the city has not approved or denied the completed application within 60 days, the application shall be deemed approved.**
 - (2) If the city denies an application under this section, the city shall, within the time period described in paragraph (1), return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.**

EXHIBIT “B”
CHAPTER 23.13
TWO UNIT HOUSING DEVELOPMENTS

§ 23.13.010. ~~Two-unit~~Two-unit housing development.

- (a) For purposes of this chapter, the following definition shall apply:
- (1) “Housing development” shall mean no more than two (2) residential units within a single-family zone that meets the requirements of this section. The two (2) units may consist of two (2) new units or one (1) new unit and one (1) existing unit.
- (b) The city shall ministerially approve a housing development containing no more than two (2) residential units if it meets the following requirements:
- (1) The parcel is located within a single-family residential zone.
 - (2) The parcel is located at least partially in an urbanized area or urban cluster as designated by the United States Census Bureau.
 - (3) The parcel is not located in any of the following areas and does not fall within any of the following categories:
 - (A) A historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city landmark or historic property or district pursuant to a city ordinance.
 - (B) Prime farmland or farmland of statewide importance as further defined in Government Code Section 65913.4(a)(6)(B).
 - (C) Wetlands as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).
 - (D) A very high fire hazard severity zone as **determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code.**~~further defined in Government Code Section 65913.4(a)(6)(D).~~ This does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.
 - (E) A hazardous waste site that is listed pursuant to Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the ~~State Department of Public Health, State Water Resources Control Board, or~~ Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

- (F) A delineated earthquake fault zone as determined by the state geologist in any official maps published by the state geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law and by the city's building department.
- (G) **Within a flood plain as determined by maps promulgated by the Federal Emergency Management Agency, unless the development has been issued a flood plain development permit pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.** ~~A special flood hazard area subject to inundation by the one (1) percent annual chance flood (one hundred (100) year flood) as determined by the Federal Emergency Management Agency (FEMA) in any official maps published by FEMA. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following is met:
The site has been subject to a letter of map revision prepared by FEMA and issued to the city; or
The site meets FEMA requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program as further spelled out in Government Code Section 65913.4(a)(6)(G)(ii).~~
- (H) **Within a floodway as determined by maps promulgated by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations.** ~~A regulatory floodway as determined by FEMA in any of its official maps, published by FEMA unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If an applicant is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, the city shall not deny the application on the basis that the applicant did not comply with any additional permit requirement, standard, or action adopted by the city that is applicable to that site.~~
- (I) **Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec.1531 et seq.), or other adopted natural resource protection plan.** ~~Lands identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan as further spelled out in Government Code Section 65913.4(a)(6)(I).~~

- (J) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the Federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).
 - (K) Lands under a conservation easement.
- (4) The proposed housing development would not require demolition or alteration of any of the following types of housing:
- (A) Housing that is subject to a recorded covenant, ordinance or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income;
 - (B) Housing that is subject to any form of rent or price control by the city; or
 - ~~(C) A parcel or parcels on which an owner of residential real property exercised rights under Government Code Section 7060 et seq. to withdraw accommodations from rent or lease within fifteen (15) years before the date of the application; or~~
 - (C) Housing that has been occupied by a tenant in the last three (3) years.
- (5) A parcel or parcels on which an owner of residential real property exercised rights under Government Code Section 7060 et seq. to withdraw accommodations from rent or lease within fifteen (15) years before the date of the application.**
- ~~(5) Demolition of an existing unit shall not exceed more than twenty-five (25) percent of the existing exterior structural walls unless the site has not been occupied by a tenant in the last three (3) years.~~
- (c) Standards and Requirements. The following requirements shall apply in addition to all other objective standards pertaining to the single-family residential zone or applicable single-family residential specific plan land use designation, unless they conflict with state law:
- (1) No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.
 - (2) Except for those circumstances described in section ~~(C)~~(1) above, for units eight hundred (800) square feet or less, the setback for side and rear lot lines shall be four feet. For units eight hundred and one (801) square feet and larger, the side and rear set back shall be the same as set forth in the applicable single-family residential zone or applicable specific plan designation. The front setback shall be as set forth in the single-family residential zone or applicable single family residential specific plan designation.
 - (3) The applicant shall provide easements for the provision of public services and facilities as required.

- (4) All lots shall have a minimum street frontage of ten feet to provide for vehicular access and shall comply with driveway requirements of Title 23.
- (5) Off-street parking shall be limited to one space per unit and follow the standards in Title 23, unless they conflict with state law or this chapter, in which case state law and this chapter shall prevail. Notwithstanding the above, no parking requirements shall be imposed in either of the following circumstances:
 - (A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined by Public Resources Code Section 21155(b) or a major transit stop as defined in Public Resources Code Section 21064.3; or
 - (B) There is a car share vehicle located within one block of the parcel.
- (6) For residential units connected to an onsite wastewater treatment system (septic tank), the applicant provides a percolation test completed within the last five (5) years, or if the percolation test has been recertified, within the last ten (10) years, which shows that the system meets acceptable infiltration rates.
- (7) The front setback shall be twenty (20) feet on a lot that fronts on a street.
- (8) The height of the structure shall be same as set forth in the single-family zone or applicable specific plan designation. However, any unit within the four feet rear set back shall be limited to one story. If the second structure meets the rear set back requirements of the single-family zone or applicable single-family residential specific plan land use designation, the height may be the same as required in said zone or land use designation, however, any second story must be stepped back a minimum of five (5) feet from the first-floor wall plane. Decks and balconies are prohibited.
- (9) Lot coverage shall be the same as set forth in the single-family residential zone or applicable single-family residential specific plan land use designation, so long as it does not prevent the construction of two (2) eight hundred (800) square foot units.
- (10) All grading shall comply with Chapter 20.40 of this code.
- (11) Each resulting property must adjoin the public right of way or have vehicular access to the public right of way through a fee interest or perpetual access easement.
- (12) Driveway locations are subject to public works standards and requirements in place at the time of the application. All driveways shall comply with the driveway development standards set forth in Section 23.04.010 of this code.
- (13) Properties must have an approved route for firefighter access and hose pull to all existing or potential structures within one hundred fifty (150) feet of the fire apparatus. All properties shall comply with all fire protection requirements set forth in the California Fire Code and Title 18 of this code.
- (14) Each resulting lot (properties) must have dedicated wet (water, sewer, storm

drain) and dry (gas and electric) utilities which shall meet the following standards:

- (A) Location and size shall be determined in accordance with city standards.
- (B) Water shall include domestic, irrigation, and fire water systems.
- (C) Property shall be responsible to install new or upsized connections to city facilities in accordance with City standards.
- (D) Unused connections shall be abandoned per city standard.

- (15) Water heaters (excluding tank less) and laundry facilities (washer and dryer) may not be located on the exterior of a dwelling unit, **unless within an enclosed structure**. Tank less water heaters, when installed on the exterior of structure may only be installed on the first floor, must not be installed on any street facing elevation, and must not be installed on the same elevation as the entrance to the dwelling.
- (16) HVAC units must not be installed on any street facing elevation, and must not be installed on the same elevation as the entrance to the dwelling.
- (17) The total floor area of each primary dwelling unit built pursuant to this section may be less than eight hundred (800) square feet and also consistent with the minimum standards required by state law (generally two hundred twenty (220) square foot minimum). A primary dwelling unit that was legally established on the subject site prior to the two (2) unit project that is smaller than eight hundred (800) square feet may be expanded to eight hundred (800) square feet or larger after or as part of the two (2) unit project pursuant to the development standards enforced in this chapter. A primary dwelling unit that was previously legally established on the subject site that is larger than eight hundred (800) square feet is limited to the lawful floor area at the time of the two (2) unit project approval and may not be expanded.
- (18) ~~In addition to complying~~ **All landscaping shall comply** with the single family ~~single-family~~ residential zone landscape provisions of this code, ~~all developments shall plant mature landscaping consisting of (but not limited to) a minimum size thirty-six (36) inch box trees, fifteen (15) gal shrubs, or a combination of both.~~
- (19) All development shall comply with the ~~single-family~~ **single-family** residential zone open space provisions of this code, to the extent that it does not prevent two (2) primary dwelling units on the subject property of eight hundred (800) square feet each.
- (20) **The rental of any unit created pursuant to this section shall be for a minimum of thirty-one (31) days.**

(d) The city shall not:

- (1) Impose any objective zoning, subdivision, or design review standards that would have the effect of physically precluding the construction of two (2) units ~~on either of the resulting parcels~~ or that would result in a unit size of less than eight hundred (800) square feet.

- (2) Deny an application solely because it proposes adjacent or connected structures provided ~~that~~ that all building code safety standards are met and they are sufficient to allow a separate conveyance.
- (e) An applicant **that also proposes** for an urban lot split **under Chapter 22.80** shall be required to sign an affidavit in a form approved by the ~~city~~ **City attorney Attorney** to be recorded against the property stating the following:
- (1) That the uses shall be limited to residential uses.
 - (2) That the rental of any unit created pursuant to this section shall be for a minimum of thirty-one (31) days.
 - (3) ~~For an urban lot split, that~~**That** the parcel is formed by an urban lot split and is subject to the city's urban lot split regulations, including all applicable limits on dwelling size and development.
 - (4) That the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split.**
- (f) The city may deny the housing development if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon the public health and safety ~~or the physical environment~~ and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.
- (g) Any unit constructed must be compatible in design to the existing primary structure and must also comply with the existing accessory dwelling unit standards and requirements set forth in Chapter 23.73 of this code unless those standards and requirements conflict with this section or state law, in which case this section and state law apply.
- (h) **(1) An application pursuant to this section shall be considered and approved or denied within 60 days from the date the city receives a completed application. If the city has not approved or denied the completed application within 60 days, the application shall be deemed approved.**
- (2) If the city denies an application under this section, the city shall, within the time period described in paragraph (1), return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.**
- (i) The provisions of this section supersede any provisions in ~~the~~ Titles 22 and 23 of the Municipal Code to the contrary.

EXHIBIT “C”
CHAPTER 23.81.180

§ 23.81.180 Water heaters and HVAC systems

(a) Water heaters (excluding tank less) and laundry facilities (washer and dryer) may not be located on the exterior of a dwelling unit, unless within an enclosed structure. Tank less water heaters, when installed on the exterior of structure may only be installed on the first floor, must not be installed on any street facing elevation, and must not be installed on the same elevation as the entrance to the dwelling.

(b) HVAC units must not be installed on any street facing elevation, and must not be installed on the same elevation as the entrance to the dwelling.



Agenda Item No: 1.h

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: July 15, 2025

Submitted by: Madelinne Villapando

From: Community Services

Subject:

Amendment No. 3 to Expand the Scope of Work and Budget for the Maintenance Services Agreement with Team One Management Inc. for Park Restroom Janitorial Services

Financial Impact:

Fiscal Impact:

Community Services Budget: \$87,297

Community Services Contingency: \$8,729.70

Community Services Total Budget:\$96,026.70

Public Works Budget: \$37,760

Public Works Contingency: \$3,776

Public Works Total Budget:\$41,536

Not-to-Exceed Amount: \$137,562.70

Summary:

On July 16, 2024, the City Council awarded Amendment No. 2 to the Maintenance Services Agreement with Team One Management, Inc for park restroom janitorial services. The amendment followed the initial contract term of three (3) years for a not to exceed amount of \$213,252, with the option to extend the term of the agreement of one (1) additional two-year term. Currently, Amendment No. 2 to the Maintenance Services Agreement with Team One Management for park restroom janitorial services will complete the first year of the extension on July 31, 2025. Amendment No. 2 has a not-to-exceed amount of \$174,594 for the two (2) year extension.

Due to additional services being needed from Team One Management, Inc, the City is expanding the scope of services to include porter services at special events and janitorial services for City of Placentia facilities under the Public Works Department. Based on the addition of these services, the not-to-exceed contract amount will be changed from \$174,594 to \$312,156.70. For year two (2) of the extension the contract amount will change from \$87,297 to \$137,562.70.

The recommended actions will approve Amendment No. 3 to the Maintenance Services Agreement with Team on Management, Inc. for park restroom janitorial services, porter services, and City of Placentia facility janitorial services for the Public Works Department for Fiscal Year 2025-26.

Recommendation:

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

1. Approve Amendment No. 3 to the Maintenance Services Agreement with Team One Management Inc. for Park Restroom Janitorial Services with an extended scope of work and additional budget for year 2 of the original Amendment No. 2 term contract for a not-to-exceed amount of \$137,562.70 per year; and
2. Authorize the City Administrator to approve contract change orders up to the 10% cumulative contract not-to-exceed of \$12,505.70; and
3. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Plan Goal 6: Improve City Beautification. Team One Management Inc. is the contractor that provides the janitorial services for the park restrooms for the City and ensures that they are open and clean for park patrons to utilize.

Discussion:

Team One Management Inc. has been providing park restroom janitorial services to the City since 2016 and their performance has met the City's expectations. Additionally, they have assisted the City in providing porter services for special events and additional janitorial services for the Civic Center for our Public Works Department.

Team One maintains and cleans the restroom at Kraemer Park, McFadden Park, Tuffree Park, Koch Park, Vaqueros Park, Arroyo Verde Park, Parque de los Ninos, Placentia Champions Sports Complex, and Valadez Middle School. The scope of work requires the contractor to provide routine janitorial services for all City Park restroom facilities, seven (7) days a week, including holidays. The contractor provides all cleaning supplies as well as all paper and soap supplies for each restroom. The contractor is responsible for unlocking all the restroom facilities by 7:00 a.m. each day, and all restroom maintenance must be completed by 10:00 a.m.

The contract scope of work will be changed to include porter services for special events that are held within the City of Placentia along with the addition of janitorial services for the Civic Center for the Public Works Department. This Amendment No. 3 will change the current Amendment No. 2 to include these additional services and alter the not-to-exceed amount for this one (1) year extension to \$137,532.70. Should the City Council approve the contract term extension, Team One will continue to provide the restroom facility janitorial services and add the porter services along with the janitorial services for the Civic Center beginning August 1, 2025.

Fiscal Impact Summary:

Amendment No. 3 with Team One Management Inc. is to alter the scope of work and not-to-exceed amount of the current Amendment No. 2 for additional services that would be rendered by the contractor. Amendment No. 3 will have a not-to-exceed amount of \$137,562.70 for the one year amended contract ending August 1, 2026. The not-to-exceed amount includes a contract change order of the cumulative contract not-to-exceed amount of \$12,505.70. Should City Council approve the proposed Amendment No. 3, sufficient funds exist in both the Community Services and Public Works Department budgets for contract services for FY 2025-26.

Attachments

PSA Amendment Team One Management Inc. No. 3.pdf
24-25GL Liability -City of Placentia.pdf

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF MAINTENANCE SERVICES WITH TEAM ONE MANAGEMENT INC.**

This Amendment No. 3 (“Amendment”) to Professional Services Agreement is made and entered into effective the 1ST day of August 2025, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and TEAM ONE MANAGEMENT INC., 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 Professional Services Agreement (“Agreement”) effective July 1st, 2021, through which CONTRACTOR 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 add additional services to the scope of work of porter services and janitorial services for the Civic Center under the Public works Department.

(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. Contract Sum. Consultant’s total compensation shall not exceed One Hundred Thirty-Seven Thousand, Five Hundred Sixty-Two Dollars and Seventy Cents (\$137,562.70).

2. Section 4.1, 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 12 months, ending on July 31, 2026, 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. 3 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. 3 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/04/2024

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 Insurance Solutions License #0K07568 33302 Valle Rd, Suite 200 San Juan Capistrano CA 92675		CONTACT NAME: Angela Dancy PHONE (A/C, No, Ext): (949) 348-7400 E-MAIL ADDRESS: AngelaD@ins-solutions.com FAX (A/C, No): (949) 201-4515	
INSURED Team One Management Inc DBA: Team One Management Services PO Box 203 Lake Forest CA 92609		INSURER(S) AFFORDING COVERAGE INSURER A: West American Ins. Co. NAIC # 44393 INSURER B: California Automobile Insurance Co. 38342 INSURER C: CNA Surety 524126 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 24-25GL

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			BKW55748813	07/24/2024	07/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA040000009648	10/03/2023	10/03/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XS24027616	05/09/2024	07/24/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Janitorial Bond including Employee Dishonesty			69410585	07/24/2024	07/24/2025	Limit: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respects to liability arising out of activities performed by or on behalf of the Named Insured pursuant to its contract with the City; products and completed operations of the Named Insured; premises owned, occupied or used by the Named Insured; Automobiles owned, leased, hired, or borrow by the Named Insured. This 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 contributory.

CERTIFICATE HOLDER**CANCELLATION**

City of Placentia Attn: City Administrator 401 E. Chapman Placentia CA 92870	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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

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.

Blanket Waiver

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 07/24/2024
Insured:
Team One Management
Insurance Company:
National Casualty Company

Policy No.: WCNCC 312424

Endorsement No.:
Premium \$ INCL

Countersigned by _____



Agenda Item No: 1.i

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: July 15, 2025

Submitted by: Lydie Gutfeld

From: Community Services

Subject:

Approval of the License Agreement with Higher Ground Youth and Family Services for Teen Programming and Counseling and Therapy Services for Individual, Family and Group Sessions at the Teen Center in Kraemer Park

Financial Impact:

Fiscal Impact:

Expense: \$0

Revenue: \$1 FY25-26

Summary:

The City of Placentia is entering into a license agreement with Higher Ground Youth and Family Services, which will provide after-school teen programming in addition to free counseling and therapy sessions at the teen center located at 116 N. Walnut Ave, within Kraemer Memorial Park. Higher Ground Youth and Family Services is a nonprofit organization committed to building strong families and resilient communities through mentorship, mental health services, enrichment programs, and access to essential resources. Staff recommends a one (1) year initial license for a price of \$1 per year to commence services beginning in September 2025, with the possibility of extending the services long term under a lease.

Recommendation:

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

1. Approve a one (1) year License Agreement with Higher Ground Youth and Family Services for teen programming, counseling and therapy services from the date that the agreement is fully executed with a \$1 per year payment due September 1, 2025.
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:

This item is consistent with the City Council approved 5-Year Strategic Plan Goal: To Increase Community Engagement: By providing much needed teen programming and counseling and therapy sessions, the city can increase their quality of life of its residents and engage a vulnerable teen population with awareness of positive recreational opportunities in the city.

Discussion:

Currently, the building is used as a hub for the PARKS program with very limited attendance,

ranging from 4 to 12 students (school age/non-teen). The PARKS program is able to relocate to the Backs Community Center across the park with no delays or issues with service delivery. Staff is confident that adding the additional services provided by Higher Ground will enhance the service portfolio for the area and will increase the visibility of positive recreational opportunities for the teenage population that attends Kraemer Middle School and Valencia High School, located less than one (1) block away. Higher Ground Family and Youth Services has a successful program in the cities of Anaheim and Fullerton and should be considered as a viable option to provide services that the City is not capable of providing at this time.

Proposed activities and programs include:
Immediate Services (To Launch September 2025)

Core Services:

- Free Counseling & Therapy: Individual, family, and group sessions provided by Marriage Family Therapist/Master of Social Worker interns under licensed supervision to address trauma and stress, break cycles of generational trauma, improve academic and social outcomes, reduce stigma and promote mental health awareness, and foster community resilience and long-term health.
- Teen Center: A safe, supportive, after-school environment offering mentorship, tutoring, wellness workshops, and youth leadership activities.
- Case Management: One-on-one support connecting families to housing assistance, legal aid, utilities relief, and more.
- Basic Needs & Food Access: Distribution of clothing, hygiene items, and food boxes to underserved families through case management services.
- Adult Workshops & Workforce Development: Courses in ESL, financial literacy, job readiness, parenting, brain/mental health, and life skills.
- Ongoing Community Events: Monthly family dinners, cultural celebrations, and youth showcases.
- University Partnerships: Site-based student internships to provide additional youth mentoring and connection to teens in the after-school program.

Possible Expansion Opportunities (Post-2026, depending on need within the community)
Expanded Choice Market & Basic Needs Pantry:

- A dignified shopping experience for food and essentials.
- Expanded Counseling and Case Management Support: Multiple therapy rooms and space assigned for mental health and case management support.
- Expanded Teen Center to provide additional programming and educational opportunities for local youth.
- Expanded workshops and workforce development space and offerings.
- Community Kitchen: On-site preparation and distribution of meals to families and individuals.
- University Partnerships: Site-based student internships, faculty-led workshops, and in-kind academic support.

By increasing these much-needed services in the Kraemer Park area, Staff is confident that the services will increase community engagement and work towards helping a vulnerable teen population while also providing equity and inclusion with responsive programming to serve the residents in the surrounding area. Having a license agreement benefits the City by allowing there to be a short-term agreement and giving the City time to evaluate the success of the program. In addition, it does not create any property rights so it will allow the City to terminate

and then end the agreement if the City determines either the program is unsuccessful, or the City has a need for the facility.

Fiscal Impact Summary:

There is no fiscal impact. The City would continue to maintain the teen center surrounding areas, including the roof and exterior of the teen center, in addition to utility costs. Higher Ground would pay the \$1 license fee to become the service provider in the building and would also pay for interior building maintenance.

Attachments

[Higher Ground Proposal for Teen Center 2025.pdf](#)

[License sept. 1.25 to aug 31.26- higher ground.pdf](#)

[LIO Prime General Liability Enhancement Endorsement.pdf](#)

[Higher Ground City of Placentia certificate.pdf](#)

Proposal for use of Teen Center by Higher Ground Youth and Family Services

Date: June 3, 2025

Submitted to: City of Placentia, Community Services

Submitted by: Higher Ground Youth and Family Services

Executive Summary

Higher Ground Youth and Family Services is a nonprofit organization committed to building strong families and resilient communities through mentorship, mental health services, enrichment programs, and access to essential resources. We propose a strategic, collaborative partnership with the City of Placentia to utilize the facility at 116 N Walnut Ave as a vibrant, holistic community hub modeled after our successful programming framework in the cities of Anaheim and Fullerton. Our approach prioritizes immediate, high impact services in Fall 2025 while building the foundation for long-term expansion. The project aligns with the City of Placentia's goals for public safety, community health, economic equity, and revitalization of public infrastructure.

Objectives

- **Community Wellness:** Deliver trauma-informed, no-cost services for youth and families, including mental health counseling, mentorship, case management, and family enrichment.
- **Equity & Inclusion:** Offer culturally responsive programming tailored to Placentia's diverse population.
- **Family Stability:** Provide wraparound services to address food insecurity, financial stress, and systemic barriers.
- **Neighborhood Revitalization:** Activate underutilized city-owned property for positive community use.
- **Scalable Growth:** Establish infrastructure that can evolve into a model Family Wellness Center over time.

Proposed Activities and Programs

Immediate Services (To Launch September 2025)

Core Services:

- **Free Counseling & Therapy:** Individual, family, and group sessions provided by MFT/MSW interns under licensed supervision to address trauma and stress, break cycles of generational trauma, improve academic and social outcomes, reduce

stigma and promote mental health awareness, and foster community resilience and long-term health.

- Teen Center: A safe, supportive, after-school environment offering mentorship, tutoring, wellness workshops, and youth leadership activities.
- Case Management: One-on-one support connecting families to housing assistance, legal aid, utilities relief, and more.
- Basic Needs & Food Access: Distribution of clothing, hygiene items, and food boxes to underserved families through case management services.
- Adult Workshops & Workforce Development: Courses in ESL, financial literacy, job readiness, parenting, brain/mental health, and life skills.
- Ongoing Community Events: Monthly family dinners, cultural celebrations, and youth showcases.
- University Partnerships: Site-based student internships to provide additional youth mentoring and connection to teens in the after-school program.

Possible Expansion Opportunities (Post-2026, depending on need within the community)

- Expanded Choice Market & Basic Needs Pantry: A dignified shopping experience for food and essentials.
- Expanded Counseling and Case Management Support: Multiple therapy rooms and space assigned for mental health and case management supports.
- Expanded Teen Center to provide additional programming and educational opportunities for local youth.
- Expanded workshops and workforce development space and offerings.
- Community Kitchen: Onsite preparation and distribution of meals to families and individuals.
- University Partnerships: Site-based student internships, faculty-led workshops, and in-kind academic support.

Contributions and Commitments

Higher Ground:

- Financial Commitments:
 - Cover 100% of ongoing maintenance costs for the recreation center's interior.
 - Cover operational costs for programs and services offered onsite.
- Programming:
 - Manage the food pantry, counseling services, case management, and educational programs.
- Liability and Insurance:
 - Provide comprehensive liability insurance that meets or exceeds city requirements.

We Request the City of Placentia to:

- Facility Responsibilities:
 - Maintain the park grounds and exterior of the recreational center.
 - Cover all utility costs for the recreational center.
 - Conduct roof and foundation assessments and repairs as necessary.
- Lease Agreement:

Higher Ground Youth & Family Services
23001 E. La Palma Ave., Suite 220A, Yorba Linda, CA 92887-4770
(714) 833-5087 www.highergroundoc.org EIN#46-1455865

- Establish a \$1 per year lease for the use of the recreational center and associated park space.

Benefits to the City of Placentia

1. **Community Development:** Provide accessible and impactful resources for underserved populations.
2. **Increased Park Engagement:** Drive greater utilization of Kraemer Memorial Park, reinforcing its role as a community hub.
3. **Partnership Opportunities:** Strengthen relationships between the City and local nonprofits, enhancing collaboration on future initiatives.
4. **Enhanced Safety:** Promote a supervised, structured environment that reduces the potential for unsupervised activities.
5. **Economic Growth:** Attract visitors to the area, benefiting local businesses and increasing community investment.

Conclusion

Higher Ground Youth and Family Services is eager to collaborate with the City of Placentia to transform Kraemer Memorial Park into a beacon of community enrichment. By combining innovative programming, dedicated stewardship, and a shared vision for public spaces, we aim to create lasting positive impacts for Placentia residents.

Thank you for considering this proposal; we look forward to discussing how we can bring this vision to life.

Contact Information

Jesse Payne
CEO, Higher Ground Youth and Family Services
Email: jessepayne@highergroundoc.org
Phone: 714.714.3217

**LICENSE AGREEMENT FOR TEEN CENTER
AT KRAMER PARK
Higher Ground Youth and Family Services**

This License Agreement (“License Agreement”) is made and entered into this 1st day of September, 2025 (“Effective Date”) by and between the City of Placentia, a California charter city and municipal corporation (“Licensor”) and the Higher Ground Youth and Family Services Inc. California nonprofit public benefit (“Licensee”).

RECITALS

A. Licensor is the owner of certain real property known as Kraemer Memorial Park (“Park”). Located within the Park is the Kraemer Clubhouse located at 116 N. Walnut Avenue, Placentia, California (“Facility”).

B. Licensee to intends utilized the Facility to provide recreational, after-school tutoring, art and music classes, digital media, dance studio, parent-child counseling, positive parenting classes, and family wraparound care, in addition to other services which may be offered through the Higher Ground Youth and Family Services Program.

C. Licensor desires allow Licensee’s to utilize the Facility for its programs by granting a license for such use as provided herein.

LICENSE

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee (each, a “Party” and jointly, the “Parties”) agree as follows:

1. GRANT OF LICENSE. Licensor does hereby grant to Licensee an exclusive license to use the Facility (“License Area”) where Licensee will, in accordance with the provisions of this License Agreement, conduct activities and programs for its members and neighborhood youth as set forth in the recitals above. Licensee shall not have any right or interest in the License Area, but hereby acquires only the exclusive permission to use the License Area for the purposes herein specified.

2. TERM/TERMINATION: The term of this License Agreement shall be for one (1) year, commencing upon execution by both parties and continue until August 31, 2026, unless otherwise terminated earlier as provided for in this License Agreement. Prior to the end of the Term, the Parties agree that any extension shall be created under a Lease Agreement.

3. FEE. Licensee shall pay Licensor an annual fee of One Dollar (\$1.00) for the use of the License Area. Licensee shall pay said fee on or before September 1, 2025.

4. UTILITIES. Licensor shall be responsible for the payment of all charges for gas, electricity, and water utilities supplied to the Licensed Area.

5. TAXES. Licensee shall pay before delinquency all taxes, assessments, license fees and other charges that are levied and assessed against Licensee's property installed or located in or on the License Area. On demand of Licensor, Licensee shall furnish Licensor with satisfactory evidence of these payments.

6. MAINTENANCE/CUSTODIAL SERVICE. Licensor shall maintain the exterior of the License Area. Licensee shall at its own cost and expense, keep the License Area, except for the exterior, in good order, condition and repair at standards which meet or exceed Licensor's standards for maintenance. Licensee shall also, at its own cost and expense, provide all janitorial services to the License Area. Licensee further agrees to provide containers for trash and garbage, to provide trash removal and to keep the outside area surrounding the License Area free and clear of rubbish and litter.

7. IMPROVEMENTS OR ALTERATIONS. Licensee shall not alter the License Area in any manner without the prior written consent of Licensor. Licensee shall, before making any improvements or alterations, and at its own cost and expense, secure or cause to be secured any and all permits and approvals from Licensor which may be required. Licensee, at its cost, shall restore the site to the condition designated by Licensor upon termination or expiration of this License Agreement. If the License Area is not fully restored within 30 days from termination or expiration, Licensor will restore the License Area and bill the Licensee for reasonable expenses.

8. INDEMNIFICATION. Licensee shall, to the fullest extent permitted by law, indemnify, defend and hold Licensor and its employees, officers, directors, agents and representatives and its successors and assigns (collectively "Indemnitees) harmless from and against any and all claims, losses, liabilities, costs and expenses, including attorneys' fees (collectively "Claims") whether incurred by or made against any Indemnitee, for damage to real, personal, tangible or intangible property, including loss of use of any such property, and all Claims for bodily injury, sickness, disease or death of any person, arising from or in any way related to: (i) any act, omission or entry upon the License Area(s) or the Property or other activity under this Agreement by Licensee or Licensee's Representatives (including but not limited to any Claim by any insurance company which has paid a claim and is subrogated to the rights of the claimant); and/or (ii) any breach by Licensee of its obligations under this License Agreement; provided, however, that no Indemnitee shall be entitled to indemnification hereunder for the portion, if any, of any Claim which is determined by a court of competent jurisdiction to have been arising from the sole negligence or willful misconduct of such Indemnitee. Payment shall not be a condition precedent to recovery under such indemnification, and a finding of liability or an obligation to indemnify shall not be a condition precedent to the duty to defend.

9. INSURANCE.

9.1 Licensee shall secure, prior to entry onto the License Area and/or commencing any activities under this License Agreement, and maintain or cause to be maintained during the term of this License Agreement, insurance coverage as follows:

a. Workers' Compensation Insurance as required by California law and Employers Liability Insurance in an amount not less than \$1,000,000. Licensee shall deliver an endorsement to the Workers' Compensation Insurance policy, in

form acceptable to the City's Risk Manager, containing a waiver of subrogation by the insurance carrier with respect to the City, its officials, agents, employees, representatives, and volunteers.

b. Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Bodily Injury Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Liability, and Sexual Abuse and Molestation, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Such insurance shall be written on a primary basis, but may include a deductible or self-insured retention, provided that such deductible or self-insured retention is disclosed to Licensor, in writing, for review and acceptance, which shall not be unreasonably withheld, to its Risk Manager prior to the inception of this License Agreement.

c. Commercial Automobile Liability Insurance, as required by California law, including - as applicable - owned, non-owned and hired autos, in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limit.

d. Professional Liability Insurance coverage in an amount of not less than Two Million Dollars (\$2,000,000.00). Licensee shall maintain such coverage for at least one (1) year after the termination of this Agreement.

9.2 Licensee is financially and legally responsible for any self-insured retention and/or deductible applicable to its insurance policies and coverage.

9.3 Licensor's Risk Manager is hereby authorized to amend or accept Licensee generated exception requests to the requirements set forth above in the event that such amendment or reduction is in the City's best interest.

9.4 Any required coverage written with primary and excess layers to satisfy the minimum requirements of this Agreement must be submitted for approval, which shall not be unreasonably withheld, to the Risk Manager prior to the inception of this License Agreement.

9.5 Licensee agrees that this insurance shall not be voluntarily cancelled or limited in scope or coverage by Licensee until after thirty (30) days prior written notice has been given to the Director of Community Services, City of Placentia, 401 E. Chapman Avenue, Placentia California 92870. This does not apply to cancellation for non-payment of premium, which requires notice of not less than ten (10) days. Each insurance policy required by this Agreement, except policies for Professional Liability and Workers' Compensation, shall contain the following clauses or shall otherwise provide for the following conditions:

"It is agreed that any insurance maintained by Licensee pursuant to this Agreement shall be primary to, and not contribute with, any insurance or self- insurance maintained by the City of Placentia."

"The City of Placentia, its officers, agents, employees, representatives and Placentia- designated volunteers are added as additional insured as respects

the acts, omissions, operations and activities of, or on behalf of, the named insured, in regard to products supplied to, or work or services performed for, or related to, the City of Placentia.”

9.6 Licensee shall deliver to Licensor (i) insurance certificates confirming the existence of the insurance required by this License Agreement, and including the applicable clauses referenced above and (ii) endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator’s company affiliation and title. Should it be deemed necessary by Licensor, it shall be Licensee’s responsibility to see that Licensor receives documentation, acceptable to Licensor, which sustains that the individual signing such endorsements is indeed authorized to do so by the insurance company. In addition, Licensor has the right to demand, and to receive, within a reasonable time, copies of any insurance policies required under this License Agreement.

9.7 In addition to any other remedies Licensor may have if Licensee or its agent(s), as applicable, fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Licensor may, at its sole option terminate this License Agreement. Termination of this License Agreement is an alternative to other remedies Licensor may have and is not the exclusive remedy for Licensee’s failure to maintain or cause to be maintained the required insurance or secure or cause to be secured appropriate endorsements.

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Licensee may be held responsible for payment of damages to persons or property resulting from Licensee’s or its subcontractor’s performance under this License Agreement.

10. SITE AT TERMINATION. Licensee shall surrender the License Area to Licensor in the same condition as when received, ordinary wear and tear excepted. Licensee shall, at its own expense, repair any damage to the License Area occasioned by the removal of its trade fixtures furnishings and equipment. Licensee shall, at its own expense, remove from the License Area any trade fixtures, furnishings and equipment.

11. USES PROHIBITED. Licensee agrees that no activity shall be conducted or carried on in violation of any regulation, order of law, statute, bylaw, or ordinance of any governmental agency having jurisdiction or the regulation of the Department of Community Services. Licensee shall abide by the hours of operation of the Park. Licensee shall not use or permit the License Area, or any part thereof, to be used by any purpose or purposes that will cause a cancellation of any insurance policy covering the buildings located on the site, or any part thereof, nor shall Licensee sell or permit to be kept, used, or sold, in or about the property and article prohibited by the standard form of fire insurance policies. Licensee shall, at its sole cost, comply with all requirements pertaining to the property, of any insurance organization or company, necessary for the maintenance of insurance, as herein provided, covering any building and appurtenances at any time located on the property.

12. WASTE AND NUISANCE PROHIBITED.

12.1 Licensee agrees not to use, or suffer or permit the License Area or any part thereof to be used in any manner that will constitute a nuisance or an unreasonable annoyance to the

owners or occupants of the License Area or property adjacent to the License Area, or for any extra-hazardous purposes. The License Area and every part thereof shall be kept by Licensee in a clean, sanitary and wholesome condition, free from any objectionable noises, odors or nuisances, public or private.

12.2 Licensee shall, to the reasonable satisfaction of Licensor, keep and maintain the License Area and improvements of any kind which may exist or be placed thereon in a safe, clean, wholesome, sanitary condition, good condition and repair. It shall be Licensee's responsibility, at Licensee's sole cost and expense, to take all steps necessary to maintain such a standard of condition and repair equal to or better than the standard of condition and repair that exists on such License Area.

13. O.S.H.A & A.D.A. Licensee covenants at all times during the Term of this License Agreement to comply, to the best of its ability with the requirements of the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq. and the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq. and any analogous legislation in California (collectively "Acts"), to the extent that the Acts apply to the License Area and any activities thereon.

14. PARTIES' REPRESENTATIVES. Licensee shall designate in writing to Licensor on-site representatives who shall be responsible for the day-to-day operation and level of maintenance, cleanliness, and general order. The Director of Community Services or his or her representative shall represent Licensor in all matters so assigned under this License Agreement and shall be responsible for the administration of this License Agreement. Nothing contained in this Section shall be construed to authorize the Director of Community Services, or his or her representative, to amend, cancel, waive, or otherwise modify any terms of this License Agreement, except to the extent such changes or modifications are expressly authorized by this License Agreement.

15. ASSIGNMENT, SUBLETTING AND RENTAL. Licensee shall not, directly or indirectly, nor by operation of law, assign this License Agreement, or any interest herein, and shall not sublet or rent the License Area or any part thereof, nor permit any other person or entity (the agents, servants and invitees of Licensee excepted) to occupy or use the License Area, or any portion thereof. Any assignment, subletting or rental shall be voidable.

16. LICENSOR 'S ACCESS. Licensor and Licensor's agents shall have the right to enter the License Area and make any repairs or restoration as may be needed to restore the License Area after any damage to or destruction of the License Area in the event of an emergency. Licensee acknowledges and agrees that Licensee bears all risk of loss or damage to the interior of the License Area. Licensee shall immediately notify Licensor if any portion of the exterior License Area (i) is not in a state of good repair; (ii) is unsightly; (iii) has been damaged, destroyed or defaced; or (iv) is otherwise injured and in need of repair.

17. DEFAULTS AND REMEDIES.

17.1 Default by Licensee. Default by Licensee shall exist due to the failure by LICENSEE to comply with any term, covenant or condition of this License Agreement and failure

to remedy the same within thirty (30) days after written notice from Licensor's Representative specifying the nature of such default, unless such default, by its nature cannot be cured within thirty (30) days, in which case, Licensee shall not be deemed in default so long as Licensee commences such remedy within thirty (30) days of such written notice and diligently prosecutes the same to completion. In no event shall the period of such cure exceed ninety (90) days. If at the end of ninety (90) days, Licensee has failed to cure the breach, Licensor, in its sole discretion, may proceed immediately to terminate this License Agreement or take such other action as is available at law or in equity.

17.2 Licensor's Remedies. In the event of any such default or breach by Licensee, Licensor may at any time thereafter, with notice of demand and without limiting Licensor in the exercise of any right or remedy which Licensor may have by reason of such default or breach:

- a. Terminate Licensee's License by any lawful means, in which case Licensee shall immediately surrender possession of the License Area to Licensor. In such event Licensor shall be entitled to recover from Licensee all damages incurred by Licensor of the default of Licensee, including, but not limited to, the cost of recovering possession of the License Area and reasonable attorneys' fees and costs.
- b. Pursue any other remedy now or hereafter available to Licensor under the laws of the State of California.

18. TERMINATION.

18.1 Termination Without Cause. Either party may terminate this License Agreement at any time by giving prior written notice to the other party at least sixty (60) days prior to the effective date of termination.

18.2 Termination With Cause. Licensor may terminate this License Agreement should any of the following occur:

- a. If Licensee should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency.
- b. If Licensee should disregard any applicable laws and ordinances or be in violation or breach of any provision of this License Agreement.

19. EQUAL OPPORTUNITY – NONDISCRIMINATION. Licensee shall comply with Title VI and VII of the Civil Rights Act of 1964, as amended; the Age Discrimination Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 *et seq.*, as amended, California Government Code Section 12940(c), (h), (l), (i), and (j); and other applicable federal and state laws, as well as their implementing regulations, and any other law pertaining to Equal Employment Opportunity Affirmative Action and Discrimination as each may now exist or be hereafter amended. Licensee shall not discriminate against any employee, or applicant for employment and

shall not withhold any services, benefits or facilities to any participant on the basis of an ethnic group identification, race, color, national origin or ancestry, religion, age, sex, marital status, political belief, religious creed, physical disability, mental disability, sexual orientation, medical condition or military or veterans status.

20. POLITICAL ACTIVITY. Licensee agrees that the License Area shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

21. CONFLICT OF INTEREST. Licensee or its employees may be subject to the provisions of the California Political Reform Act of 1974, which: (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this License Agreement; and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest. Licensee shall conform to all requirements of the Act and failure to do so constitutes a material breach and is grounds for immediate termination of this License Agreement. Licensee shall indemnify and hold harmless Licensor for any and all claims for damages resulting from Licensee's violation of this Section.

22. GOVERNING LAW. This License Agreement shall be governed by the laws of the State of California. If any portion of this License Agreement is held invalid under any applicable statute or rule of law, then such portion only shall be deemed invalid.

23. COMPLIANCE WITH LAWS. In the performance of this License Agreement, Licensee shall abide by and conform to any and all applicable laws of the United States, the State of California and the City Charter and Ordinances of Licensor, as such may be applicable to Licensee's use of the License Area.

24. ENTIRE AGREEMENT. This License Agreement fully expresses all understandings of the parties and is the total agreement between the parties as to the subject matter of this License Agreement. No additions to, or alterations of, the terms of this License Agreement, whether written or verbal, by the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this License Agreement which is formally approved and executed by both parties.

25. LICENSES AND STANDARDS. Licensee warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, City of Placentia, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this License Agreement. Further, Licensee warrants that its employees shall conduct themselves in compliance with such laws and licensing requirements including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior.

26. FINGERPRINTING. As a condition precedent to the effectiveness of this License Agreement and the furnishing of services hereunder, Licensee agrees to comply with the provisions of Education Code Section 10911.5, Penal Code Section 1105.3 and Public Resources Code Section 5164 with respect to the fingerprinting of employees and volunteers.

27. WAIVER. No waiver or failure to exercise any right, option or privilege under the terms of this License Agreement on any occasion shall be construed to be a waiver of any other right, option or privilege on any other occasion, and a consent to one assignment, transfer or use of Licensee's license hereunder by another person shall not be deemed to be a consent to any subsequent assignment or transfer or use by another person.

28. INDEPENDENT CONTRACTOR. Neither Licensor nor any of its employees shall have any control over the manner, mode or means by which Licensee, its agents or employees, perform the services required herein, except as otherwise set forth herein. Except as expressly provided herein, Licensor shall have no voice in the selection, discharge, supervision or control of Licensee's employees, representatives or agents, or in fixing their number, compensation or hours of service. Licensee shall perform all services required herein as an independent contractor of Licensor and shall remain at all times as to Licensor a wholly independent contractor with only such obligations as are consistent with that role. Licensee shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Licensor. Licensor shall not in any way or for any purpose become or be deemed to be a partner of Licensee in its business or otherwise or a joint venture or a member of any joint enterprise with Licensee. In consideration of the value of the Licensee granted herein, Licensee agrees that Licensor shall not be liable or responsible for any benefits, including, but not limited to, worker's compensation, disability, retirement, life, unemployment, health or any other benefits for employees, agents, representatives, instructors or contractors of Licensee and Licensee agrees that it shall not sue or file a claim, petition or application therefor against Licensor or any of its officers, employees, agents, representatives or sureties.

29. NO THIRD-PARTY RIGHTS. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this License Agreement or of any duty, covenant, obligation or undertaking established herein.

30. ATTORNEYS FEES. If any action at law or in equity shall be brought to recover for, or to enforce or to interpret any of the covenants, terms or conditions of this License Agreement, or for the recovery of the possession of the site, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's cost, reasonable attorney fees.

31. NOTICES. Any notice or demand required or permitted to be given by the terms of this Agreement, or by any law or statute may be given by depositing said notice or demand in the U.S. Mail, postage prepaid, addressed to the other Party's address or any new address provided by to the other Party in writing. Service of said notice or demand shall be complete five (5) days after deposit of said notice or demand in the mail.

Notices and communication concerning this License Agreement shall be sent to the following addresses:

Licensor: City Clerk
401 E. Chapman Avenue
Placentia, California 92870

With a copy to:

Director of Community Services
401 E. Chapman Avenue
Placentia, California 92870

Licensee: Higher Ground Youth and Family Services Inc.
Attention: Michael F. Deluca
23001 La Palma Avenue, Suite 220A
Yorba Linda, California 92887

Either party may, by notice to the other Party, change the address specified above. Service of notice or communication shall be complete when received at the designated address.

32. ENTIRE LICENSE. This License Agreement constitutes the entire agreement and understanding between the parties hereto, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement.

33. AUTHORITY. Licensee and Licensee's signators represent that the signators hold the positions set forth below their signatures and that the signators are authorized to execute this License Agreement on behalf of Licensee and to bind Licensee hereto.

Signatures on Following Page

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute this License Agreement.

CITY OF PLACENTIA

By: _____
Jennifer Lampman
City Administrator

Attested to by:

By: _____
Robert S. McKinnell
City Clerk

Approved as to form:

By: _____
Christian Bettenhausen
City Attorney

HIGHER GROUND YOUTH
AND FAMILY SERVICES INC

By: _____
Name:
Title:

By: _____
Name:
Title:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIME GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement which apply in the event no other specific coverage is provided under this policy. If such specific coverage applies, the terms and conditions of that coverage are the sole coverage applicable under this policy, unless otherwise noted in this endorsement.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented To You	\$1,000,000	1
Expected Or Intended Injury – Property Damage	Included	1
Non-Owned Watercraft	Less than 58 feet	2
Supplementary Payments – Bail Bonds	\$3,000	2
Supplementary Payments – Loss of Earnings	\$1,000 per day	2
Employee Indemnification Defense Coverage	\$25,000	2
Additional Insured – Broadened Named Insured	Included	2
Additional Insured – Grantor of Franchise	Included	2
Additional Insured – Managers, Landlords, or Lessors Of Premises	Included	2
Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You	Included	3
Additional Insured – As Required By Contract	Included	3
Additional Insured – Leased Workers	Included	3
Transfer Of Rights Of Recovery Against Others To Us	Clarification	3
Liberalization	Included	3
Bodily Injury – Includes Mental Anguish	Included	3

A. Damage to Premises Rented to You

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit of \$1,000,000 is the most we will pay under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems or any combination thereof.

B. Expected or Intended Injury – Property Damage

Paragraph a. of 2. Exclusions of **SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

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.

C. Non-Owned Watercraft

Subparagraph (2)(a) of Paragraph **g. Aircraft, Auto or Watercraft** of **SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended to read as follows:

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

(a) Less than 58 feet long; and

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

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Supplementary Payments

Paragraphs **1.b.** and **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** are amended as follows:

1. The limit for the cost of bail bonds is increased from \$250 to \$3,000; and
2. The limit for actual loss of earnings is increased from \$250 a day to \$1,000 a day.

E. Employee Indemnification Defense Coverage

The following is added to **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding. The most we will pay for any “employee” who is directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

F. Who Is An Insured

The following is added to Paragraph **2.** Of **SECTION II – WHO IS AN INSURED**:

Each of the following is also an insured:

a. Broadened Named Insured

Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

b. As Required By Contract

Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for “bodily injury,” “property damage” or “personal and advertising injury” but only for liability caused, in whole or in part, by the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.

c. Grantor of Franchise

Any person or organization with respect to their liability as the grantor of a franchise to you.

d. Managers, Landlords, or Lessors of Premises

Any person or organization with respect to their liability caused, in whole or in part, by the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

e. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to 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 or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

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.

f. Leased Workers

At the First Named Insured's option, your leased workers.

G. Transfer Of Rights Of Recovery Against Others To Us

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

H. Liberalization

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

I. Bodily Injury – Includes Mental Anguish

Paragraph **3.** of **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and except for mental anguish includes resulting death.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2025

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: Bob Morgan	
Morgan Insurance Services		PHONE (A/C. No. Ext): 714-323-7304	FAX (A/C. No.): fax number
6590 E Camino Vista Unit 3		E-MAIL ADDRESS: insurancebob@gmail.com	
Anaheim CA 92807		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Lio Insurance Company	
		INSURER B: Lloyd's of London	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED			
Higher Ground Youth and Family Services Inc			
23001 La Palma Ave Ste 220A			
Yorba Linda CA 92887			

COVERAGES**CERTIFICATE NUMBER:****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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	LIO1100005435-01	05/10/2025	05/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	LIO1100005435-01	05/10/2025	05/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	X	X	MR24ABRY	07/08/2024	07/08/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sexual Abuse & Molestation	X	X	LIO1100005435-01	05/10/2025	05/10/2026	Each Occurrence \$1,000,000
A	Professional Liability	X	X	LIO1100005435-01	05/10/2025	05/10/2026	Aggregate \$2,000,000 Retention \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF PLACENTIA, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED & PRIMARY WORDING APPLIES PER THE BLANKET ADDITIONAL INSURED ENDORSEMENT ATTACHED TO THE POLICY AS REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED APPLIES TO AUTO LIABILITY.

CERTIFICATE HOLDER**CANCELLATION**

The City of Placentia 401 E. Chapman Ave. Placentia, CA 92870	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 Bob Morgan

© 1988-2015 ACORD CORPORATION. All rights reserved.



Agenda Item No: 1.j

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: July 15, 2025

Submitted by: Lydie Gutfeld

From: Community Services

Subject:

Approval of Memorandum of Understanding with the Placentia Community Foundation to provide non-profit status for tax-deductible donations for the Centennial Celebration Year.

Financial Impact:

Fiscal Impact:

There are no financials for this Memorandum of Understanding with the Placentia Community Foundation.

Summary:

In preparation for the City of Placentia's 2026 Centennial Celebration, Staff has been working to identify sponsorship and donation opportunities to support event programming and community engagement. To facilitate contributions from local businesses and community partners who wish to support the Centennial Celebration while receiving tax-deductible credit for their donation, Staff recommends approval of a Memorandum of Understanding (MOU) with the Placentia Community Foundation (PCF).

This partnership will allow sponsors to direct monetary contributions to PCF using the Foundation's Taxpayer Identification Number (TIN). PCF will serve as the fiscal agent for these contributions, managing funds, providing monthly donation reports, and reimbursing the City for Centennial-related expenses through an invoice process. This collaborative model ensures compliance with nonprofit fundraising standards while streamlining donation processes for business sponsors.

Recommendation:

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

1. Approve the Memorandum of Understanding between the City of Placentia and the Placentia Community Foundation and authorize the City Administrator and/or her designee to execute the agreement, in a form approved by the City Attorney.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Plan Goal 4: Increase Community Engagement. By partnering with the Placentia Community Foundation, the city is better able to engage with businesses and community partners for sponsorship opportunities to help offset the costs of the Centennial Year.

Discussion:

The Placentia Community Foundation was established to support community enrichment projects and initiatives in the City of Placentia. Over the years, the Foundation has partnered with the City on numerous programs and fundraising efforts. As the City prepares to host a year-long Centennial Celebration in 2026, the Foundation has expressed its willingness to support fundraising operations.

Local businesses and community sponsors have indicated strong interest in contributing to Centennial events but require a tax-deductible option to do so. The proposed MOU formalizes this partnership, outlining clear roles and expectations for fund collection, reporting, and disbursement. This collaboration aligns with best practices for public-private partnerships and reflects the community spirit that the Centennial Celebration seeks to honor.

The Centennial Celebration provides a unique opportunity for community-wide involvement in commemorating 100 years of the City's history. In an effort to expand sponsorship opportunities, many local businesses have expressed interest in making tax-deductible contributions. Since the City is a municipal agency and cannot offer tax-deductibility for donations, the Placentia Community Foundation, a 501(c)(3) nonprofit organization, has agreed to serve as the fiscal sponsor for Centennial contributions.

Under the proposed MOU:

- The City will coordinate, promote, and host events as part of the Centennial Celebration.
- Businesses and individuals who wish to contribute and receive tax-deductible benefits will be directed to make checks payable to the Placentia Community Foundation, referencing the "Centennial Celebration."
- The Foundation will manage all donations, deposit funds into a designated Centennial account, and report monthly totals to the City.
- The City will submit itemized invoices for reimbursement of eligible event-related expenses (e.g., supplies, rentals, entertainment).
- The Foundation Board will review and approve disbursements and provide regular updates on fund activity at its monthly board meetings.

This process ensures accountability, transparency, and proper stewardship of all donated funds while allowing community partners to support the City in a tax-advantaged manner.

Fiscal Impact Summary:

There is no direct fiscal impact to approving the MOU. Donations received and managed by the Foundation will be used to reimburse eligible expenses incurred by the City in producing Centennial events.

Attachments

[PCF MOU.pdf](#)

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF PLACENTIA
AND THE PLACENTIA COMMUNITY FOUNDATION**

Centennial Celebration Fundraising Partnership

This Memorandum of Understanding (“MOU”) is made and entered into as of this ____ of _____, 2025 (“Effective Date”), by and between the **City of Placentia**, a California municipal corporation (“City”), and the **Placentia Community Foundation**, a California 501(c)(3) nonprofit public benefit corporation (“Foundation”).

I. PURPOSE

The purpose of this MOU is to establish a mutual understanding and partnership between the City and the Foundation in support of fundraising efforts for the City of Placentia’s Centennial Celebration, to be held throughout the calendar year 2026. The City will organize and host a variety of community events designed to commemorate its 100th anniversary. The Foundation will assist by accepting, managing and reporting on monetary donations received from community partners and local businesses that wish to contribute financially to the Centennial Celebration.

II. ROLES AND RESPONSIBILITIES

A. City of Placentia. The City shall be responsible for the following:

1. **Coordinate Centennial Events.** Organize, promote, and host a series of community events as part of the Centennial Celebration for the benefit of local businesses and community members.

2. **Solicit Donations.** Promote donation opportunities to local businesses and individuals who wish to support the Centennial Celebration. The City shall inform donors that all monetary donations should be made payable to the Placentia Community Foundation to ensure their donations are tax-deductible, if applicable.

3. **Invoice for Reimbursement.** Submit itemized invoices to the Foundation for eligible Centennial-related expenses, including but not limited to event supplies, contracted services, entertainment, rentals, and promotional materials.

4. **Provide Supporting Documentation.** Provide the Foundation with receipts, contracts, and/or documentation to substantiate the requested reimbursements.

B. Placentia Community Foundation. The Foundation shall be responsible for the following:

1. **Accept and Manage Donations.** Receive, deposit, and account for all monetary donations made in support of the Centennial Celebration. Donations may be made payable to the Foundation, which will provide its Taxpayer Identification Number (TIN) upon request to any donor requiring it for tax purposes. All donations received shall be deposited in a separate account identified as the Centennial Celebration account.

2. **Track and Report Donations.** Maintain a detailed accounting of all donations received for the Centennial Celebration and report total amounts received monthly to the City Administrator's Office or designated staff liaison.

3. **Disburse Funds.** Disburse funds in a timely manner in connection with the reimbursement of invoices submitted by the City for Centennial-related expenses. disburse funds accordingly and in a timely manner.

4. **Board Oversight and Reporting.** Present a monthly financial report to the Foundation's Board of Directors and the City's Designated Representative summarizing donations received, invoices paid, and the balance of Centennial-designated funds.

III. DONATION IDENTIFICATION AND USE

1. **Donation Identification.** All Centennial-related donations must be clearly identified at the time of submission. Donors must designate their contributions as "Centennial Celebration" funds either in the memo line of checks, accompanying cover letters, or through verbal confirmation with staff when using digital platforms.

2. **Restricted Use.** All funds received and identified for the Centennial Celebration shall be used solely for expenses directly related to the City's Centennial events. These funds may not be used for general City or Foundation operations or unrelated programming.

IV. TERM AND TERMINATION

1. **Term.** This MOU shall commence on the date Effective Date and shall remain in effect through December 31, 2026, unless extended by mutual written agreement between the parties.

2. **Termination.** Either party may terminate this MOU with thirty (30) days' written notice to the other party. In the event of termination, all Centennial-designated funds remaining in the Foundation's account shall be disbursed to the City for use in alignment with the original intent of the donations, or returned to donors where legally appropriate or required.

V. GENERAL PROVISIONS

1. **Non-Binding Agreement.** This MOU is a mutual expression of intent and cooperation and does not create any legally enforceable obligations or a joint venture between the parties.

2. **Indemnification.** Each party agrees to indemnify and hold harmless the other party, its officers, employees, and agents from any claims, liabilities, damages, or expenses arising out of or related to the party’s performance under this MOU, to the extent permitted by law.

3. **Amendments.** This MOU may be amended only in writing and signed by authorized representatives of both parties.

4. **Designated Representatives.** Each party shall designate a representative to coordinate communication and logistics associated with this partnership:

- o **City :** Lydie Gutfeld, Community Services Director, lgutfeld@placentia.org; Phone: 714-993-8227
- o **Foundation:**

5. **Notices.** Any notices, documents, correspondence or other communications concerning this MOU may be provided by personal delivery, mail or e-mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 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.

City:	Foundation
City of Placentia	Placentia Community Foundation
Attention: City Administrator	Attention: Tricia Montelongo,
Jennifer Lampman	Sheila Jordan
401 E. Chapman Avenue	401 E. Chapman Avenue
Placentia, California 92870	Placentia, California 92870
Email:	Email:

6. **Governing Law.** This MOU 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.

7. **Venue.** In the event of any legal action arising under this MOU, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

Signatures on following page.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first written above.

CITY OF PLACENTIA

By: _____
Name: Jennifer Lampman
Title: City Administrator

Attested to by:

By: _____
Name: Robert S. McKinnell
Title: City Clerk

Approved as to form:

By: _____
Name: Christian Bettenhausen
Title: City Attorney

PLACENTIA COMMUNITY FOUNDATION

By: *J. Montalvo*
Name: _____
Title: PFC Co-Chair

By: 
Name: _____
Title: Sheila Jordan, Co-Chair



Agenda Item No: 2.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: July 15, 2025

Submitted by: Samantha Byfield

From: Public Works

Subject:

Public Hearing on Annual Solid Waste Handling Services Rates Adjustment and Related Resolutions for Fiscal Year 2025-26

Financial Impact:

Fiscal Impact:

Increased revenue of \$30,224.57

Summary:

In 2010, the City entered into a franchise agreement (Agreement) with Republic Waste Services of Southern California, LLC (Republic) for solid waste collection services. Per the Agreement, solid waste rates are to be reviewed annually to determine if any adjustments are warranted based on changes in the Consumer Price Index (CPI). Staff and representatives from Republic discuss each year potential adjustments to solid waste rates paid by residents and businesses. The last residential and commercial rate adjustments took effect July 1, 2024.

On Thursday, May 29, 2025, the required 45-day notice under Proposition 218 was mailed to 12,445 record property owners of parcels in the City. The notice informed property owners about the proposed rate increases, the scheduled public hearing, and procedures for submitting a written protest to meet the notification requirements of Proposition 218.

This action recommends that the City Council conduct a public hearing at this Council meeting to consider resolutions approving the adjusted solid waste handling rates for Fiscal Year (FY) 2025-26, to be effective July 1, 2025; authorize the placement of revised residential rates on the County of Orange tax roll for FY 2025-26; and approve Amendment No. 16 to the Agreement.

Recommendation:

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

1. Open the public hearing concerning the solid waste handling services, rate adjustment and related resolutions for Fiscal Year 2025-26; and
2. Receive the staff report, consider all public testimony, ask questions of staff; and
3. Close the public hearing and direct the City Clerk to tabulate the written protests and report the results of the tabulation to the City Council; and
4. Adopt Resolution No. R-2025-37, approving the amended fee schedule for solid waste handling services for Fiscal Year 2025-26; and

5. Adopt Resolution No. R-2025-38, authorizing and determining residential solid waste handling service charges and directing placement thereof on the Orange County property tax rolls for Fiscal Year 2025-26; and
6. Approve Amendment No. 16 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services between the City of Placentia and Republic Waste Services of Southern California, LLC; and
7. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:

There is no specific strategic planning statement or goal associated with this agenda item.

Discussion:

On July 20, 2010, the City entered into an Agreement with Republic for solid waste and recycling services. Per Section 24.3 of the Agreement, Republic is entitled to request a general annual rate adjustment to account for inflation each year. The agreed upon methodology for making this adjustment is determined by the CPI for the Los Angeles-Long Beach-Anaheim area as stated in Section 24.3 of the Agreement. Republic can adjust the rates in July of each year based upon the change in CPI for all Urban Consumers for the 12-month period ending January 31 of each year. Staff and representatives from Republic confer each year to discuss potential adjustments to solid waste rates paid by residents and businesses. The last residential and commercial rate adjustment took place on July 1, 2024. According to the terms of the Agreement, the proposed adjustment to residential and commercial rates will have a retroactive effective date of July 1, 2025.

Proposed Rates for FY 2025-26

The proposed refuse rates for Fiscal Year (FY) 2025-26 (Attachment 4) include rate adjustments based upon the following:

- Annual Rate Adjustment per CPI per Section 24.3 of the Agreement
- Increase in the Orange County Landfill Tipping Fees per Section 24.5 of the Agreement

Annual Rate Adjustment per CPI for January 2025

In accordance with the City's current waste hauling Franchise Agreement with Republic, the company is entitled to request a general annual rate adjustment to account for inflation. The agreed upon methodology for making this adjustment is determined by the CPI for Los Angeles-Long Beach-Anaheim area as stated in Section 24.3 of the Agreement. Republic can adjust the rates in July of each year based upon the change in CPI for all Urban Consumers for the 12-month period ending January 31 of each year. The change in CPI for the most recent 12-month period was 3.33%.

Orange County Landfill Tipping Fees

Another component of the rate includes landfill "tipping fees", which are passed through directly to the customer. Beginning in 2010, the County of Orange (County) increased the landfill gate tipping fees from \$22.00 per ton to \$31.37 per ton. Per the Waste Disposal Agreement with the County of Orange, the County disposal fee is adjusted each July 1st according to the change in CPI—All Urban Consumers, All Cities for the 12-month period ending October 31 of each year. For FY 2025-26, the County will increase the fee to \$43.76, which represents a 2.6% increase from the FY 2024-25 fees.

Proposed Residential Waste Rate Summary FY 2025-26

Residential Rate	Current Rate	Proposed Rate	Rate Change
Single-Family (Monthly)	\$41.20	\$44.86	\$3.66/month
Single-Family (Annual)	\$494.40	\$538.32	\$43.92/year

Single-Family Residential Rate Breakdown FY 2025-26

Rate Component	Monthly Amount
Current Base Service Fee	\$36.86
Green Waste Processing Fee	\$2.25
Service Fee CPI Adjustment of 3.33%	\$1.30
Current Landfill Disposal Fee	\$4.00
Landfill Disposal Fee Adjustment of +2.6%	\$0.10
City Refuse & Recycling Coordinator Fee	\$0.34
Total Proposed Rate	\$44.86*

*Rounded to the nearest hundredth

The following two tables provide a summary and breakdown of the proposed commercial waste rates for FY 2025-26. The tables only reflect the most utilized rates for discussion purposes. Attachment 4 includes the full rate schedule for both residential and commercial refuse services.

Proposed Commercial Waste Rates Summary FY 2025-26

Commercial Rate	Current Rate	Proposed Rate	Rate Change
3-Yard Trash Bin	\$215.96	\$222.66	\$6.70/month
3-Yard Recycling Bin	\$184.27	\$190.16	\$5.89/month
2-Yard Organics Bin	\$168.46	\$173.72	\$5.26/month
64-Gallon Organics Cart	\$56.57	\$58.37	\$1.80/month

Commercial Rates

	3-Yard Trash Bin	3-Yard Recycling Bin	2-Yard Organic Bin	64-Gallon Organics Cart
Current Base Service Fee	\$182.39	\$182.68	\$145.81	\$56.08
CPI Adjustment of +3.33%	\$6.07	\$6.08	\$4.85	\$1.87
Current Landfill Disposal Fee	\$31.98	N/A	\$21.38	N/A

Landfill Disposal Fee Adjustment of +2.6%	\$0.83	N/A	\$0.56	N/A
City Refuse & Recycling Coordinator Fee	\$1.40	\$1.40	\$1.12	\$0.43
Total Proposed Rate*	\$222.66	\$190.16	\$173.72	\$58.37

*Rounded to the nearest hundredth

Proposition 218 Procedures

In addition to the provisions established in the Agreement, the City's ability to adjust rates is governed by Proposition 218. In 1996, California voters approved Proposition 218 which requires a specific process for cities to impose or increase certain types of fees. The provisions of Proposition 218 set forth in Article XIII D of the California Constitution provide that certain types of "Property Related Fees" are subject to a "majority protest" process.

The provisions of Proposition 218 set criteria for property-related fees for refuse, water and sewer services. The fees must be set so that:

- The revenues generated by the fee do not exceed the cost of service.
- No property owner's fee exceeds his/her proportionate share of the costs.
- The City does not impose a property-related fee for a service that is not available to the property owner.

Under Proposition 218, the City's refuse collection fees are considered "Property Related Fees", because the fees are paid by property owners via the property tax roll. In other cities, refuse collection fees are either billed directly to each customer by the waste hauler or they are collected as part of the water utility bill. Proposition 218, and subsequent legislation AB 1260, defines the process for establishing or adjusting property-based fees. The process requires a notice of the proposed fee be sent to all property owners in the City and 45 days after the notice is sent, a public hearing be conducted by the City Council. During the 45-day period and until the close of the public hearing, a property owner may protest the fee by submitting a written protest. If more than 50% of the property owners of record in the City protest the fee, the City Council would be prohibited from enacting the fee change.

On May 29, 2025, the required 45-day notice was mailed to 12,445 record property owners of parcels in the City. The notice informed property owners about the proposed rate increases, the public hearing, and procedures for submitting a written protest (Attachment 5). As of July 10, 2025, the City Clerk has received 5 written protests. A total of 6,223 protests must be received to constitute a majority. If there is no majority protest vote, Staff recommends that City Council adopt the attached resolutions and amendment to the Agreement.

Fiscal Impact Summary:

The cost for providing solid waste services to the City's residents and businesses are covered by the customer rates established by the franchise hauler and paid by those receiving the services. However, the City does receive franchise and admin fees related to the contract. Based on the CPI increase of 3.3%, the City would collect an additional \$30,224.57 in revenue due to the increased rates.

Attachments

[Attachment 1 - Resolution No. R-2025-37 - Solid Waste Rates for FY 2025-26.docx](#)

[Attachment 1a. - Exhibit A - FY 2025-26 Placentia Refuse Rate Schedule.pdf](#)

[Attachment 2 - Resolution No. R-2025-38 - Authorizing Billing on Property Tax Roll.docx](#)

[Attachment 2a. - Exhibit A - FY 2025-26 Placentia Refuse Rate Schedule.pdf](#)

[Attachment 3 - Amendment No. 16 for FY 2025-26 Rate Schedule.pdf](#)

[Attachment 3a. - Exhibit A - FY 2025-26 Placentia Refuse Rate Schedule.pdf](#)

[Attachment 4 - Proposed FY 2025-26 Placentia Refuse Rate Schedule.pdf](#)

[Attachment 5 - Prop 218 Notice of Public Hearing.pdf](#)

[Attachment 6 - Presentation.pdf](#)

RESOLUTION NO. R-2025-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING THE AMENDED FEE SCHEDULE FOR SOLID WASTE HANDLING SERVICES FOR FISCAL YEAR 2025-26

A. Recitals

(i). The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (“AB 939”), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the disposal of all solid waste within their jurisdictions.

(ii). Pursuant to California Public Resources Code §40059 (a)(1), the City Council of the City of Placentia (“City Council”) has determined that the public health, safety, and welfare require that an exclusive franchise agreement be awarded to qualified solid waste enterprise for solid waste handling services within the City of Placentia (“City”).

(iv). City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of solid waste, including AB 341, AB 939, AB 1826, AB 1594, SB 1383, the Resource Conservation and Recovery Act (“RCRA”), and the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), all as may be amended from time to time hereinafter

(v). City desires, among other things, to ensure adequate landfill space remains available to meet the public’s need for the safe handling and disposal of solid waste, and further desires to ensure its citizens do not incur undue costs in safely disposing of solid waste and has entered into that certain waste disposal agreement by and among various Orange County cities, including City, and the County of Orange, relating to the use of County landfills for the disposal of solid waste. Contractor has proposed to provide such services and take such actions as are necessary or desirable to ensure City complies with its obligations pursuant to the County Agreement, as the same may be amended from time to time hereinafter.

(vi). On May 29, 2025, the City mailed the Notice to a total of 12,445 record property owners of parcels to which the proposed rates for solid waste collection services would apply, informing them of a July 15, 2025, public hearing.

(vii). On July 15, 2025, the City Council opened the public hearing, and received 5 valid written protests prior to the closing of the public hearing.

(viii). The total number of valid written protests was 5 which is less than 50 percent of the total number of valid written protests that could legally be presented.

(ix). After hearing public testimony, the City Council considered whether to establish potential rate increases for residential and commercial solid waste collection services.

(x). Based upon the testimony provided at the public hearing, the City Council hereby establishes the solid waste handling service charges for residential and commercial services commencing on July 1, 2025, as set forth in "Exhibit A," attached hereto and incorporated by this reference as though fully set forth herein.

B. Resolution

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

1. In all respects as set forth in the Recitals, Part A., above.

2. Solid waste handling service charges for residential and commercial services commencing on July 1, 2025, as set forth in "Exhibit A," attached hereto and incorporated by this reference as though fully set forth herein.

APPROVED and ADOPTED this 15th day of July 2025

Kevin Kirwin, 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 adjourned meeting of the City Council held on the 15th day of July 2025 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

Placentia Rate Adjustments Calculation (Effective July 1, 2025)

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
<u>Residential Rates</u>							
Single Family	\$ 40.41	\$ 4.10	\$ 0.34	\$ 44.86	\$ 41.20	\$ 3.66	8.88%
<u>Additional Containers</u>							
Black "Trash" Container	\$ 7.23	\$ 4.10	N/A	\$ 11.33	\$ 11.00	\$ 0.33	3.03%
Brown "Yard Waste" Container	\$ 6.28	N/A	N/A	\$ 6.28	\$ 6.00	\$ 0.28	4.70%
Green "Recycling" Container	\$ -	N/A	N/A	\$ -	\$ -	\$ -	0.00%
<u>Residential Special Services</u>							
Residential Roll-Out Service	\$ 14.92	N/A	N/A	\$ 14.92	\$ 14.44	\$ 0.48	3.33%
Extra Dump - All 3 Containers	\$ 31.68	N/A	N/A	\$ 31.68	\$ 30.66	\$ 1.02	3.33%
Exchange of All 3 Containers	\$ 48.99	N/A	N/A	\$ 48.99	\$ 47.41	\$ 1.58	3.33%
Container Replacement - Misuse	\$ 86.66	N/A	N/A	\$ 86.66	\$ 83.87	\$ 2.79	3.33%
<u>Residential Bulky-Item Pick-ups</u>							
Additional Pick-ups over 3x p/Year	\$ 61.30	N/A	N/A	\$ 61.30	\$ 59.33	\$ 1.97	3.32%
Charge for each item over 10	\$ 8.75	N/A	N/A	\$ 8.75	\$ 8.47	\$ 0.28	3.34%
Additional Fee Gas Recovery	\$ 61.30	N/A	N/A	\$ 61.30	\$ 59.33	\$ 1.97	3.32%
<u>Three Yard Containers</u>							
3 Days + Dump	\$ 113.33	\$ 7.12	N/A	\$ 120.45	\$ 116.62	\$ 3.83	3.28%
Each Additional Day	\$ 9.27	N/A	N/A	\$ 9.27	\$ 8.97	\$ 0.30	3.31%
<u>Commercial Rates</u>							
Commercial Barrel (Each)							
1 x p/wk (Max of Three)	\$ 25.18	\$ 7.90	\$ 0.19	\$ 33.27	\$ 32.28	\$ 0.98	3.05%
Each Additional Pick-up Freq.(Max 3 X)	\$ 25.18	\$ 7.90	\$ 0.19	\$ 33.27	\$ 32.28	\$ 0.98	3.05%
Organic Commercial Barrel (Each)							
35G only, 1 x p/wk (Max of Three)	\$ 25.18	\$ 7.90	\$ 0.19	\$ 33.27	\$ 32.28	\$ 0.98	3.05%
Each Additional Pick-up Freq.(Max 3 X)	\$ 25.18	\$ 7.90	\$ 0.19	\$ 33.27	\$ 32.28	\$ 0.98	3.05%
Organic Commercial Barrel (Each)							
64G only, 1 x p/wk (Max of Three)	\$ 57.95	N/A	\$ 0.43	\$ 58.37	\$ 56.57	\$ 1.81	3.19%
Each Additional Pick-up Freq.(Max 3 X)	\$ 57.95	N/A	\$ 0.43	\$ 58.37	\$ 56.57	\$ 1.81	3.19%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Two Yard Containers							
One Pick-up Only	\$ 150.66	\$ 21.94	\$ 1.12	\$ 173.72	\$ 168.46	\$ 5.26	3.12%
Each Additional Pick-up Freq.(Max 3 X)	\$ 78.68	\$ 21.83	\$ 0.58	\$ 101.10	\$ 98.09	\$ 3.01	3.07%
Non-Scheduled Pick-up	\$ 71.67	\$ 5.13	\$ 0.53	\$ 77.33	\$ 74.96	\$ 2.37	3.16%
Three Yard Containers							
First Pick-up	\$ 188.46	\$ 32.81	\$ 1.40	\$ 222.66	\$ 215.96	\$ 6.70	3.10%
Each Additional Pick-up Freq.	\$ 101.83	\$ 32.68	\$ 0.75	\$ 135.26	\$ 131.26	\$ 4.01	3.05%
Non-Scheduled Pick-up	\$ 88.11	\$ 7.63	\$ 0.65	\$ 96.39	\$ 93.45	\$ 2.94	3.14%
Three Yard Manure Containers							
First Pick-up	\$ 188.46	\$ 49.25	\$ 1.40	\$ 239.10	\$ 231.98	\$ 7.12	3.07%
Each Additional Pick-up Freq.	\$ 101.83	\$ 49.12	\$ 0.75	\$ 151.70	\$ 147.28	\$ 4.43	3.01%
Non-Scheduled Pick-up	\$ 88.11	\$ 7.62	\$ 0.65	\$ 96.38	\$ 93.44	\$ 2.94	3.14%
Three Yard Compactors							
First Pick-up	\$ 232.52	\$ 80.64	\$ 1.72	\$ 314.88	\$ 305.57	\$ 9.31	3.05%
Each Additional Pick-up Freq.	\$ 146.18	\$ 80.47	\$ 1.08	\$ 227.73	\$ 221.13	\$ 6.60	2.99%
Non-Scheduled Pick-up	\$ 133.89	\$ 18.72	\$ 0.99	\$ 153.60	\$ 148.96	\$ 4.64	3.12%
Four Yard Containers							
First Pick-up	\$ 207.31	\$ 44.18	\$ 1.53	\$ 253.02	\$ 245.44	\$ 7.58	3.09%
Each Additional Pick-up Freq.	\$ 112.02	\$ 44.04	\$ 0.83	\$ 156.89	\$ 152.27	\$ 4.61	3.03%
Non-Scheduled Pick-up	\$ 96.91	\$ 10.27	\$ 0.72	\$ 107.90	\$ 104.62	\$ 3.28	3.14%
Six Yard Containers							
First Pick-up	\$ 216.73	\$ 65.37	\$ 1.60	\$ 283.70	\$ 275.28	\$ 8.42	3.06%
Each Additional Pick-up Freq.	\$ 117.10	\$ 65.21	\$ 0.87	\$ 183.18	\$ 177.88	\$ 5.30	2.98%
Non-Scheduled Pick-up	\$ 101.34	\$ 15.16	\$ 0.75	\$ 117.25	\$ 113.71	\$ 3.54	3.12%
Three Yard Construction Bin							
First Pick-up	\$ 245.60	\$ 33.43	\$ 1.82	\$ 280.85	\$ 272.33	\$ 8.51	3.13%
Each Additional Pick-up Freq.	\$ 119.89	\$ 34.43	\$ 0.89	\$ 155.21	\$ 150.60	\$ 4.61	3.06%
Non-Scheduled Pick-up	\$ 88.11	\$ 8.04	\$ 0.65	\$ 96.80	\$ 93.85	\$ 2.95	3.14%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Temp Three Yard Container - Non Profit							
3 Days + Dump	\$ 109.69	\$ 8.09	\$ 0.81	\$ 118.59	\$ 114.96	\$ 3.64	3.16%
Each Additional Day	\$ 8.99	\$ -	\$ 0.07	\$ 9.06	\$ 8.78	\$ 0.28	3.14%
Commercial Recycle Containers							
Three Yard "Recycle" Containers							
First Pick-up	\$ 188.76	N/A	\$ 1.40	\$ 190.16	\$ 184.27	\$ 5.89	3.19%
Each Additional Pick-up Freq.	\$ 101.97	N/A	\$ 0.75	\$ 102.73	\$ 99.55	\$ 3.18	3.19%
Non-Scheduled Pick-up	\$ 88.25	N/A	\$ 0.65	\$ 88.91	\$ 86.16	\$ 2.75	3.19%
Contaminated Bin (Trash)	\$ 188.76	N/A	\$ 1.40	\$ 190.16	\$ 184.27	\$ 5.89	3.19%
Commercial Special Services							
Pull Out Service							
First Pick-up	\$ 74.17	N/A	N/A	\$ 74.17	\$ 71.78	\$ 2.39	3.33%
Each Additional Pick up Freq	\$ 74.17	N/A	N/A	\$ 74.17	\$ 71.78	\$ 2.39	3.33%
Non-Scheduled Pick up	\$ 74.17	N/A	N/A	\$ 74.17	\$ 71.78	\$ 2.39	3.33%
Surcharge - Sunday Service	\$ 17.03	N/A	N/A	\$ 17.03	\$ 16.48	\$ 0.55	3.35%
Bin Exchange after One-Time p/Year	\$ 107.97	N/A	N/A	\$ 107.97	\$ 104.49	\$ 3.47	3.32%
Redelivery of Bin(s) - Non Payment	\$ 109.48	N/A	N/A	\$ 109.48	\$ 105.95	\$ 3.52	3.33%
Locking Latch Bins							
Set-Up Cost	\$ 129.93	N/A	N/A	\$ 129.93	\$ 125.75	\$ 4.19	3.33%
Monthly Maintenance Fee P/tip Freq.	\$ 2.89	N/A	N/A	\$ 2.89	\$ 2.80	\$ 0.09	3.37%
Special Access / Code or Key Fee	\$ 14.39	N/A	N/A	\$ 14.39	\$ 13.93	\$ 0.46	3.30%
Container Steam Cleaning after 1x/Year	\$ 138.69	N/A	N/A	\$ 138.69	\$ 134.22	\$ 4.47	3.33%
Clean-Up/Disposal "Over the Top"	\$ 50.40	N/A	N/A	\$ 50.40	\$ 48.78	\$ 1.62	3.32%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
<u>Commercial Bulky-Item Pick-ups</u>							
Basic Charge - Two Items	\$ 61.30	N/A	N/A	\$ 61.30	\$ 59.33	\$ 1.97	3.32%
Charge for each item over Two	\$ 8.75	N/A	N/A	\$ 8.75	\$ 8.47	\$ 0.28	3.34%
Additional Fee Gas Recovery	\$ 61.30	N/A	N/A	\$ 61.30	\$ 59.33	\$ 1.97	3.32%
Tilt Hopper Monthly Rental	\$ 56.15	N/A	N/A	\$ 56.15	\$ 54.34	\$ 1.81	3.33%
Three Yard Bin Monthly Rental	\$ 71.99	N/A	N/A	\$ 71.99	\$ 69.67	\$ 2.32	3.33%
<u>Industrial Rates for Roll-Off Services</u>							
Permanent Services							
15-Yard Demo Container	\$ 498.07	\$ 272.29	\$ 3.69	\$ 774.05	\$ 751.60	\$ 22.45	2.99%
15-Yard Demo Container - Clean Inerts	\$ 454.22	N/A	\$ 3.36	\$ 457.58	\$ 443.41	\$ 14.16	3.19%
30-Yard Drop Off Container	\$ 470.88	\$ 227.01	\$ 3.49	\$ 701.38	\$ 680.93	\$ 20.45	3.00%
30-Yard Container - Green Waste	\$ 654.59	N/A	\$ 4.85	\$ 659.43	\$ 639.02	\$ 20.41	3.19%
40-Yard Compactor	\$ 591.58	\$ 317.69	\$ 4.38	\$ 913.65	\$ 887.14	\$ 26.51	2.99%
Temporary Services							
15-Yard Demo Container	\$ 508.67	\$ 272.31	\$ 3.77	\$ 784.74	\$ 761.97	\$ 22.77	2.99%
15-Yard Demo Container - Clean Inerts	\$ 469.12	N/A	\$ 3.47	\$ 472.59	\$ 457.96	\$ 14.63	3.20%
30-Yard Drop Off Container	\$ 494.69	\$ 227.04	\$ 3.66	\$ 725.39	\$ 704.20	\$ 21.19	3.01%
30-Yard Container - Green Waste	\$ 669.50	N/A	\$ 4.96	\$ 674.45	\$ 653.57	\$ 20.88	3.20%
Overweight Surcharge p/ton (Actual weight over 8 tons/load)							
Trash Loads	\$ 24.20	\$ 45.29	\$ 0.18	\$ 69.67	\$ 67.76	\$ 1.91	2.82%
Clean Inerts	\$ 44.69	N/A	\$ 0.33	\$ 45.02	\$ 43.62	\$ 1.40	3.21%
Clean Green Waste	\$ 58.50	N/A	\$ 0.43	\$ 58.94	\$ 57.11	\$ 15.32	35.11%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Industrial Special Services							
Saturday Service - Per Pull	\$ 45.69	N/A	N/A	\$ 45.69	\$ 44.22	\$ 1.47	3.33%
Mandatory Signature Required - Per Pull	\$ 7.20	N/A	N/A	\$ 7.20	\$ 6.97	\$ 0.23	3.30%
Additional Days Temp R/O Per Day	\$ 17.49	N/A	N/A	\$ 17.49	\$ 16.93	\$ 0.57	3.34%
Stand-By Hourly Rate	\$ 109.48	N/A	N/A	\$ 109.48	\$ 105.95	\$ 3.52	3.33%
Relocation/Trip Charge/Dead Run	\$ 71.99	N/A	N/A	\$ 71.99	\$ 69.67	\$ 2.32	3.33%
Packer "Turn-A-Round" Surcharge Per Pull	\$ 14.39	N/A	N/A	\$ 14.39	\$ 13.93	\$ 0.46	3.30%
Heavy-Duty Truck Service - Per Pull	\$ 503.93	N/A	N/A	\$ 503.93	\$ 487.70	\$ 16.23	3.33%
R/O Container Steam Cleaning after 1x/Year	\$ 143.99	N/A	N/A	\$ 143.99	\$ 139.35	\$ 4.63	3.32%
Storage Container Rental / Delivery	\$ 113.74	N/A	N/A	\$ 113.74	\$ 110.08	\$ 3.66	3.32%
Storage Container Return \$10.00 + Per/Mile	\$ 1.58	N/A	N/A	\$ 1.58	\$ 1.53	\$ 0.05	3.49%

RESOLUTION NO. R-2025-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING AND DETERMINING RESIDENTIAL SOLID WASTE HANDLING SERVICE CHARGES AND DIRECTING PLACEMENT THEREOF ON THE ORANGE COUNTY PROPERTY TAX ROLLS FOR FISCAL YEAR 2025-26

A. Recitals

(i). Section 8.04.310 of the Placentia Municipal Code provides that the City Council may, by resolution, cause solid waste handling service charges to be collected with the Orange County Property Tax bills.

(ii). The City Council has received and analyzed the proposed refuse collection charges for residential services and has determined appropriate residential solid waste handling service charges to be set for the Fiscal Year 2025-26

(iii). The City Council has determined that residential solid waste and handling service charges collected via the tax rolls affords the least costly mechanism for the residential taxpayers of the City of Placentia and users of the solid waste handling services.

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

B. Resolution

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

1. In all respects as set forth in the Recitals, Part A., above.
2. Solid waste handling service charges for residential and commercial services are set forth in "Exhibit A," attached hereto and incorporated by this reference as though fully set forth herein.
3. Solid waste handling service charges for residential services be placed on the Orange County Property Tax Rolls for the Fiscal Year 2025-26, and such charges be collected in the same manner as the Property Tax.
4. A copy of this Resolution shall forthwith be transmitted by the City Clerk to the Auditor-Controller of the County of Orange.

APPROVED and ADOPTED this 15th day of July 2025.

Kevin Kirwin, 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 adjourned meeting of the City Council held on the 15th day of July 2025 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
Placentia Rate Adjustments Calculation (Effective July 1, 2025)

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Srvcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
<u>Residential Rates</u>							
Single Family	\$ 40.41	\$ 4.10	\$ 0.34	\$ 44.86	\$ 41.20	\$ 3.66	8.88%
<u>Additional Containers</u>							
Black "Trash" Container	\$ 7.23	\$ 4.10	N/A	\$ 11.33	\$ 11.00	\$ 0.33	3.03%
Brown "Yard Waste" Container	\$ 6.28	N/A	N/A	\$ 6.28	\$ 6.00	\$ 0.28	4.70%
Green "Recycling" Container	\$ -	N/A	N/A	\$ -	\$ -	\$ -	0.00%
<u>Residential Special Services</u>							
Residential Roll-Out Service	\$ 14.92	N/A	N/A	\$ 14.92	\$ 14.44	\$ 0.48	3.33%
Extra Dump - All 3 Containers	\$ 31.68	N/A	N/A	\$ 31.68	\$ 30.66	\$ 1.02	3.33%
Exchange of All 3 Containers	\$ 48.99	N/A	N/A	\$ 48.99	\$ 47.41	\$ 1.58	3.33%
Container Replacement - Misuse	\$ 86.66	N/A	N/A	\$ 86.66	\$ 83.87	\$ 2.79	3.33%
<u>Residential Bulky-Item Pick-ups</u>							
Additional Pick-ups over 3x p/Year	\$ 61.30	N/A	N/A	\$ 61.30	\$ 59.33	\$ 1.97	3.32%
Charge for each item over 10	\$ 8.75	N/A	N/A	\$ 8.75	\$ 8.47	\$ 0.28	3.34%
Additional Fee Gas Recovery	\$ 61.30	N/A	N/A	\$ 61.30	\$ 59.33	\$ 1.97	3.32%
<u>Three Yard Containers</u>							
3 Days + Dump	\$ 113.33	\$ 7.12	N/A	\$ 120.45	\$ 116.62	\$ 3.83	3.28%
Each Additional Day	\$ 9.27	N/A	N/A	\$ 9.27	\$ 8.97	\$ 0.30	3.31%
<u>Commercial Rates</u>							
Commercial Barrel (Each)							
1 x p/wk (Max of Three)	\$ 25.18	\$ 7.90	\$ 0.19	\$ 33.27	\$ 32.28	\$ 0.98	3.05%
Each Additional Pick-up Freq.(Max 3 X)	\$ 25.18	\$ 7.90	\$ 0.19	\$ 33.27	\$ 32.28	\$ 0.98	3.05%
Organic Commercial Barrel (Each)							
35G only, 1 x p/wk (Max of Three)	\$ 25.18	\$ 7.90	\$ 0.19	\$ 33.27	\$ 32.28	\$ 0.98	3.05%
Each Additional Pick-up Freq.(Max 3 X)	\$ 25.18	\$ 7.90	\$ 0.19	\$ 33.27	\$ 32.28	\$ 0.98	3.05%
Organic Commercial Barrel (Each)							
64G only, 1 x p/wk (Max of Three)	\$ 57.95	N/A	\$ 0.43	\$ 58.37	\$ 56.57	\$ 1.81	3.19%
Each Additional Pick-up Freq.(Max 3 X)	\$ 57.95	N/A	\$ 0.43	\$ 58.37	\$ 56.57	\$ 1.81	3.19%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Two Yard Containers							
One Pick-up Only	\$ 150.66	\$ 21.94	\$ 1.12	\$ 173.72	\$ 168.46	\$ 5.26	3.12%
Each Additional Pick-up Freq.(Max 3 X)	\$ 78.68	\$ 21.83	\$ 0.58	\$ 101.10	\$ 98.09	\$ 3.01	3.07%
Non-Scheduled Pick-up	\$ 71.67	\$ 5.13	\$ 0.53	\$ 77.33	\$ 74.96	\$ 2.37	3.16%
Three Yard Containers							
First Pick-up	\$ 188.46	\$ 32.81	\$ 1.40	\$ 222.66	\$ 215.96	\$ 6.70	3.10%
Each Additional Pick-up Freq.	\$ 101.83	\$ 32.68	\$ 0.75	\$ 135.26	\$ 131.26	\$ 4.01	3.05%
Non-Scheduled Pick-up	\$ 88.11	\$ 7.63	\$ 0.65	\$ 96.39	\$ 93.45	\$ 2.94	3.14%
Three Yard Manure Containers							
First Pick-up	\$ 188.46	\$ 49.25	\$ 1.40	\$ 239.10	\$ 231.98	\$ 7.12	3.07%
Each Additional Pick-up Freq.	\$ 101.83	\$ 49.12	\$ 0.75	\$ 151.70	\$ 147.28	\$ 4.43	3.01%
Non-Scheduled Pick-up	\$ 88.11	\$ 7.62	\$ 0.65	\$ 96.38	\$ 93.44	\$ 2.94	3.14%
Three Yard Compactors							
First Pick-up	\$ 232.52	\$ 80.64	\$ 1.72	\$ 314.88	\$ 305.57	\$ 9.31	3.05%
Each Additional Pick-up Freq.	\$ 146.18	\$ 80.47	\$ 1.08	\$ 227.73	\$ 221.13	\$ 6.60	2.99%
Non-Scheduled Pick-up	\$ 133.89	\$ 18.72	\$ 0.99	\$ 153.60	\$ 148.96	\$ 4.64	3.12%
Four Yard Containers							
First Pick-up	\$ 207.31	\$ 44.18	\$ 1.53	\$ 253.02	\$ 245.44	\$ 7.58	3.09%
Each Additional Pick-up Freq.	\$ 112.02	\$ 44.04	\$ 0.83	\$ 156.89	\$ 152.27	\$ 4.61	3.03%
Non-Scheduled Pick-up	\$ 96.91	\$ 10.27	\$ 0.72	\$ 107.90	\$ 104.62	\$ 3.28	3.14%
Six Yard Containers							
First Pick-up	\$ 216.73	\$ 65.37	\$ 1.60	\$ 283.70	\$ 275.28	\$ 8.42	3.06%
Each Additional Pick-up Freq.	\$ 117.10	\$ 65.21	\$ 0.87	\$ 183.18	\$ 177.88	\$ 5.30	2.98%
Non-Scheduled Pick-up	\$ 101.34	\$ 15.16	\$ 0.75	\$ 117.25	\$ 113.71	\$ 3.54	3.12%
Three Yard Construction Bin							
First Pick-up	\$ 245.60	\$ 33.43	\$ 1.82	\$ 280.85	\$ 272.33	\$ 8.51	3.13%
Each Additional Pick-up Freq.	\$ 119.89	\$ 34.43	\$ 0.89	\$ 155.21	\$ 150.60	\$ 4.61	3.06%
Non-Scheduled Pick-up	\$ 88.11	\$ 8.04	\$ 0.65	\$ 96.80	\$ 93.85	\$ 2.95	3.14%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Temp Three Yard Container - Non Profit							
3 Days + Dump	\$ 109.69	\$ 8.09	\$ 0.81	\$ 118.59	\$ 114.96	\$ 3.64	3.16%
Each Additional Day	\$ 8.99	\$ -	\$ 0.07	\$ 9.06	\$ 8.78	\$ 0.28	3.14%
Commercial Recycle Containers							
Three Yard "Recycle" Containers							
First Pick-up	\$ 188.76	N/A	\$ 1.40	\$ 190.16	\$ 184.27	\$ 5.89	3.19%
Each Additional Pick-up Freq.	\$ 101.97	N/A	\$ 0.75	\$ 102.73	\$ 99.55	\$ 3.18	3.19%
Non-Scheduled Pick-up	\$ 88.25	N/A	\$ 0.65	\$ 88.91	\$ 86.16	\$ 2.75	3.19%
Contaminated Bin (Trash)	\$ 188.76	N/A	\$ 1.40	\$ 190.16	\$ 184.27	\$ 5.89	3.19%
Commercial Special Services							
Pull Out Service							
First Pick-up	\$ 74.17	N/A	N/A	\$ 74.17	\$ 71.78	\$ 2.39	3.33%
Each Additional Pick up Freq	\$ 74.17	N/A	N/A	\$ 74.17	\$ 71.78	\$ 2.39	3.33%
Non-Scheduled Pick up	\$ 74.17	N/A	N/A	\$ 74.17	\$ 71.78	\$ 2.39	3.33%
Surcharge - Sunday Service	\$ 17.03	N/A	N/A	\$ 17.03	\$ 16.48	\$ 0.55	3.35%
Bin Exchange after One-Time p/Year	\$ 107.97	N/A	N/A	\$ 107.97	\$ 104.49	\$ 3.47	3.32%
Redelivery of Bin(s) - Non Payment	\$ 109.48	N/A	N/A	\$ 109.48	\$ 105.95	\$ 3.52	3.33%
Locking Latch Bins							
Set-Up Cost	\$ 129.93	N/A	N/A	\$ 129.93	\$ 125.75	\$ 4.19	3.33%
Monthly Maintenance Fee P/tip Freq.	\$ 2.89	N/A	N/A	\$ 2.89	\$ 2.80	\$ 0.09	3.37%
Special Access / Code or Key Fee	\$ 14.39	N/A	N/A	\$ 14.39	\$ 13.93	\$ 0.46	3.30%
Container Steam Cleaning after 1x/Year	\$ 138.69	N/A	N/A	\$ 138.69	\$ 134.22	\$ 4.47	3.33%
Clean-Up/Disposal "Over the Top"	\$ 50.40	N/A	N/A	\$ 50.40	\$ 48.78	\$ 1.62	3.32%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
<u>Commercial Bulky-Item Pick-ups</u>							
Basic Charge - Two Items	\$ 61.30	N/A	N/A	\$ 61.30	\$ 59.33	\$ 1.97	3.32%
Charge for each item over Two	\$ 8.75	N/A	N/A	\$ 8.75	\$ 8.47	\$ 0.28	3.34%
Additional Fee Gas Recovery	\$ 61.30	N/A	N/A	\$ 61.30	\$ 59.33	\$ 1.97	3.32%
Tilt Hopper Monthly Rental	\$ 56.15	N/A	N/A	\$ 56.15	\$ 54.34	\$ 1.81	3.33%
Three Yard Bin Monthly Rental	\$ 71.99	N/A	N/A	\$ 71.99	\$ 69.67	\$ 2.32	3.33%
<u>Industrial Rates for Roll-Off Services</u>							
Permanent Services							
15-Yard Demo Container	\$ 498.07	\$ 272.29	\$ 3.69	\$ 774.05	\$ 751.60	\$ 22.45	2.99%
15-Yard Demo Container - Clean Inerts	\$ 454.22	N/A	\$ 3.36	\$ 457.58	\$ 443.41	\$ 14.16	3.19%
30-Yard Drop Off Container	\$ 470.88	\$ 227.01	\$ 3.49	\$ 701.38	\$ 680.93	\$ 20.45	3.00%
30-Yard Container - Green Waste	\$ 654.59	N/A	\$ 4.85	\$ 659.43	\$ 639.02	\$ 20.41	3.19%
40-Yard Compactor	\$ 591.58	\$ 317.69	\$ 4.38	\$ 913.65	\$ 887.14	\$ 26.51	2.99%
Temporary Services							
15-Yard Demo Container	\$ 508.67	\$ 272.31	\$ 3.77	\$ 784.74	\$ 761.97	\$ 22.77	2.99%
15-Yard Demo Container - Clean Inerts	\$ 469.12	N/A	\$ 3.47	\$ 472.59	\$ 457.96	\$ 14.63	3.20%
30-Yard Drop Off Container	\$ 494.69	\$ 227.04	\$ 3.66	\$ 725.39	\$ 704.20	\$ 21.19	3.01%
30-Yard Container - Green Waste	\$ 669.50	N/A	\$ 4.96	\$ 674.45	\$ 653.57	\$ 20.88	3.20%
Overweight Surcharge p/ton (Actual weight over 8 tons/load)							
Trash Loads	\$ 24.20	\$ 45.29	\$ 0.18	\$ 69.67	\$ 67.76	\$ 1.91	2.82%
Clean Inerts	\$ 44.69	N/A	\$ 0.33	\$ 45.02	\$ 43.62	\$ 1.40	3.21%
Clean Green Waste	\$ 58.50	N/A	\$ 0.43	\$ 58.94	\$ 57.11	\$ 15.32	35.11%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Industrial Special Services							
Saturday Service - Per Pull	\$ 45.69	N/A	N/A	\$ 45.69	\$ 44.22	\$ 1.47	3.33%
Mandatory Signature Required - Per Pull	\$ 7.20	N/A	N/A	\$ 7.20	\$ 6.97	\$ 0.23	3.30%
Additional Days Temp R/O Per Day	\$ 17.49	N/A	N/A	\$ 17.49	\$ 16.93	\$ 0.57	3.34%
Stand-By Hourly Rate	\$ 109.48	N/A	N/A	\$ 109.48	\$ 105.95	\$ 3.52	3.33%
Relocation/Trip Charge/Dead Run	\$ 71.99	N/A	N/A	\$ 71.99	\$ 69.67	\$ 2.32	3.33%
Packer "Turn-A-Round" Surcharge Per Pull	\$ 14.39	N/A	N/A	\$ 14.39	\$ 13.93	\$ 0.46	3.30%
Heavy-Duty Truck Service - Per Pull	\$ 503.93	N/A	N/A	\$ 503.93	\$ 487.70	\$ 16.23	3.33%
R/O Container Steam Cleaning after 1x/Year	\$ 143.99	N/A	N/A	\$ 143.99	\$ 139.35	\$ 4.63	3.32%
Storage Container Rental / Delivery	\$ 113.74	N/A	N/A	\$ 113.74	\$ 110.08	\$ 3.66	3.32%
Storage Container Return \$10.00 + Per/Mile	\$ 1.58	N/A	N/A	\$ 1.58	\$ 1.53	\$ 0.05	3.49%

**AMENDMENT NO. 16 TO
AMENDED, REVISED AND RESTATED AGREEMENT FOR SOLID WASTE
SERVICES BETWEEN
THE CITY OF PLACENTIA AND
REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC**

This Amendment No. 16 (the “Amendment”) is made and entered into effective the 1st day of July 2025, by and between the City of Placentia, a Charter City and Municipal Corporation (“City”), and Republic Waste Services of Southern California, LLC, a wholly owned subsidiary of Republic Services, Inc., a Delaware Limited Liability Company, dba Placentia Disposal for Solid Waste Handling Services (hereinafter “Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i) Effective July 20, 2010, City and Contractor entered into the “Amended, Revised and Restated Agreement” (the “Agreement”).

(ii) The Agreement has been revised thirteen times previously, the most recent revision being the Amendment No. 15, which became effective July 1, 2024.

(iii). City and Contractor have determined that this Amendment is required to adjust the solid waste collection rates per the terms of the Agreement in connection with solid waste handling services for City’s residents and commercial, industrial and municipal entities and agencies within the City.

(iv.) 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. Agreement Amendment

1. *Recitals Incorporated.* In all respects as set forth in the Recitals, Part A., above, the Recitals are incorporated into the Agreement.

2. Contractor shall continue to provide solid waste handling services for City’s residents and commercial, industrial and municipal entities and agencies within the City in accordance with the Agreement.

3. *Exhibit A Rates Revised.* Exhibit “A” of the Agreement hereby is amended to reflect the rates and charges permitted to be charged by Contractor during Fiscal Year 2025-26 as set forth in Exhibit “A” hereto captioned “City of Placentia Rate Summary – Effective July 1, 2025.”

4. *Terms Remain in Effect.* Except as specifically modified herein, all of the remaining terms, conditions and provisions of the Agreement shall remain in full force and effect.

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Srvcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
<u>Residential Rates</u>							
Single Family	\$ 40.41	\$ 4.10	\$ 0.34	\$ 44.86	\$ 41.20	\$ 3.66	8.88%
<u>Additional Containers</u>							
Black "Trash" Container	\$ 7.23	\$ 4.10	N/A	\$ 11.33	\$ 11.00	\$ 0.33	3.03%
Brown "Yard Waste" Container	\$ 6.28	N/A	N/A	\$ 6.28	\$ 6.00	\$ 0.28	4.70%
Green "Recycling" Container	\$ -	N/A	N/A	\$ -	\$ -	\$ -	0.00%
<u>Residential Special Services</u>							
Residential Roll-Out Service	\$ 14.92	N/A	N/A	\$ 14.92	\$ 14.44	\$ 0.48	3.33%
Extra Dump - All 3 Containers	\$ 31.68	N/A	N/A	\$ 31.68	\$ 30.66	\$ 1.02	3.33%
Exchange of All 3 Containers	\$ 48.99	N/A	N/A	\$ 48.99	\$ 47.41	\$ 1.58	3.33%
Container Replacement - Misuse	\$ 86.66	N/A	N/A	\$ 86.66	\$ 83.87	\$ 2.79	3.33%
<u>Residential Bulky-Item Pick-ups</u>							
Additional Pick-ups over 3x p/Year	\$ 61.30	N/A	N/A	\$ 61.30	\$ 59.33	\$ 1.97	3.32%
Charge for each item over 10	\$ 8.75	N/A	N/A	\$ 8.75	\$ 8.47	\$ 0.28	3.34%
Additional Fee Gas Recovery	\$ 61.30	N/A	N/A	\$ 61.30	\$ 59.33	\$ 1.97	3.32%
<u>Three Yard Containers</u>							
3 Days + Dump	\$ 113.33	\$ 7.12	N/A	\$ 120.45	\$ 116.62	\$ 3.83	3.28%
Each Additional Day	\$ 9.27	N/A	N/A	\$ 9.27	\$ 8.97	\$ 0.30	3.31%
<u>Commercial Rates</u>							
Commercial Barrel (Each)							
1 x p/wk (Max of Three)	\$ 25.18	\$ 7.90	\$ 0.19	\$ 33.27	\$ 32.28	\$ 0.98	3.05%
Each Additional Pick-up Freq.(Max 3 X)	\$ 25.18	\$ 7.90	\$ 0.19	\$ 33.27	\$ 32.28	\$ 0.98	3.05%
Organic Commercial Barrel (Each)							
35G only, 1 x p/wk (Max of Three)	\$ 25.18	\$ 7.90	\$ 0.19	\$ 33.27	\$ 32.28	\$ 0.98	3.05%
Each Additional Pick-up Freq.(Max 3 X)	\$ 25.18	\$ 7.90	\$ 0.19	\$ 33.27	\$ 32.28	\$ 0.98	3.05%
Organic Commercial Barrel (Each)							
64G only, 1 x p/wk (Max of Three)	\$ 57.95	N/A	\$ 0.43	\$ 58.37	\$ 56.57	\$ 1.81	3.19%
Each Additional Pick-up Freq.(Max 3 X)	\$ 57.95	N/A	\$ 0.43	\$ 58.37	\$ 56.57	\$ 1.81	3.19%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Two Yard Containers							
One Pick-up Only	\$ 150.66	\$ 21.94	\$ 1.12	\$ 173.72	\$ 168.46	\$ 5.26	3.12%
Each Additional Pick-up Freq.(Max 3 X)	\$ 78.68	\$ 21.83	\$ 0.58	\$ 101.10	\$ 98.09	\$ 3.01	3.07%
Non-Scheduled Pick-up	\$ 71.67	\$ 5.13	\$ 0.53	\$ 77.33	\$ 74.96	\$ 2.37	3.16%
Three Yard Containers							
First Pick-up	\$ 188.46	\$ 32.81	\$ 1.40	\$ 222.66	\$ 215.96	\$ 6.70	3.10%
Each Additional Pick-up Freq.	\$ 101.83	\$ 32.68	\$ 0.75	\$ 135.26	\$ 131.26	\$ 4.01	3.05%
Non-Scheduled Pick-up	\$ 88.11	\$ 7.63	\$ 0.65	\$ 96.39	\$ 93.45	\$ 2.94	3.14%
Three Yard Manure Containers							
First Pick-up	\$ 188.46	\$ 49.25	\$ 1.40	\$ 239.10	\$ 231.98	\$ 7.12	3.07%
Each Additional Pick-up Freq.	\$ 101.83	\$ 49.12	\$ 0.75	\$ 151.70	\$ 147.28	\$ 4.43	3.01%
Non-Scheduled Pick-up	\$ 88.11	\$ 7.62	\$ 0.65	\$ 96.38	\$ 93.44	\$ 2.94	3.14%
Three Yard Compactors							
First Pick-up	\$ 232.52	\$ 80.64	\$ 1.72	\$ 314.88	\$ 305.57	\$ 9.31	3.05%
Each Additional Pick-up Freq.	\$ 146.18	\$ 80.47	\$ 1.08	\$ 227.73	\$ 221.13	\$ 6.60	2.99%
Non-Scheduled Pick-up	\$ 133.89	\$ 18.72	\$ 0.99	\$ 153.60	\$ 148.96	\$ 4.64	3.12%
Four Yard Containers							
First Pick-up	\$ 207.31	\$ 44.18	\$ 1.53	\$ 253.02	\$ 245.44	\$ 7.58	3.09%
Each Additional Pick-up Freq.	\$ 112.02	\$ 44.04	\$ 0.83	\$ 156.89	\$ 152.27	\$ 4.61	3.03%
Non-Scheduled Pick-up	\$ 96.91	\$ 10.27	\$ 0.72	\$ 107.90	\$ 104.62	\$ 3.28	3.14%
Six Yard Containers							
First Pick-up	\$ 216.73	\$ 65.37	\$ 1.60	\$ 283.70	\$ 275.28	\$ 8.42	3.06%
Each Additional Pick-up Freq.	\$ 117.10	\$ 65.21	\$ 0.87	\$ 183.18	\$ 177.88	\$ 5.30	2.98%
Non-Scheduled Pick-up	\$ 101.34	\$ 15.16	\$ 0.75	\$ 117.25	\$ 113.71	\$ 3.54	3.12%
Three Yard Construction Bin							
First Pick-up	\$ 245.60	\$ 33.43	\$ 1.82	\$ 280.85	\$ 272.33	\$ 8.51	3.13%
Each Additional Pick-up Freq.	\$ 119.89	\$ 34.43	\$ 0.89	\$ 155.21	\$ 150.60	\$ 4.61	3.06%
Non-Scheduled Pick-up	\$ 88.11	\$ 8.04	\$ 0.65	\$ 96.80	\$ 93.85	\$ 2.95	3.14%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Temp Three Yard Container - Non Profit							
3 Days + Dump	\$ 109.69	\$ 8.09	\$ 0.81	\$ 118.59	\$ 114.96	\$ 3.64	3.16%
Each Additional Day	\$ 8.99	\$ -	\$ 0.07	\$ 9.06	\$ 8.78	\$ 0.28	3.14%
Commercial Recycle Containers							
Three Yard "Recycle" Containers							
First Pick-up	\$ 188.76	N/A	\$ 1.40	\$ 190.16	\$ 184.27	\$ 5.89	3.19%
Each Additional Pick-up Freq.	\$ 101.97	N/A	\$ 0.75	\$ 102.73	\$ 99.55	\$ 3.18	3.19%
Non-Scheduled Pick-up	\$ 88.25	N/A	\$ 0.65	\$ 88.91	\$ 86.16	\$ 2.75	3.19%
Contaminated Bin (Trash)	\$ 188.76	N/A	\$ 1.40	\$ 190.16	\$ 184.27	\$ 5.89	3.19%
Commercial Special Services							
Pull Out Service							
First Pick-up	\$ 74.17	N/A	N/A	\$ 74.17	\$ 71.78	\$ 2.39	3.33%
Each Additional Pick up Freq	\$ 74.17	N/A	N/A	\$ 74.17	\$ 71.78	\$ 2.39	3.33%
Non-Scheduled Pick up	\$ 74.17	N/A	N/A	\$ 74.17	\$ 71.78	\$ 2.39	3.33%
Surcharge - Sunday Service	\$ 17.03	N/A	N/A	\$ 17.03	\$ 16.48	\$ 0.55	3.35%
Bin Exchange after One-Time p/Year	\$ 107.97	N/A	N/A	\$ 107.97	\$ 104.49	\$ 3.47	3.32%
Redelivery of Bin(s) - Non Payment	\$ 109.48	N/A	N/A	\$ 109.48	\$ 105.95	\$ 3.52	3.33%
Locking Latch Bins							
Set-Up Cost	\$ 129.93	N/A	N/A	\$ 129.93	\$ 125.75	\$ 4.19	3.33%
Monthly Maintenance Fee P/tip Freq.	\$ 2.89	N/A	N/A	\$ 2.89	\$ 2.80	\$ 0.09	3.37%
Special Access / Code or Key Fee	\$ 14.39	N/A	N/A	\$ 14.39	\$ 13.93	\$ 0.46	3.30%
Container Steam Cleaning after 1x/Year	\$ 138.69	N/A	N/A	\$ 138.69	\$ 134.22	\$ 4.47	3.33%
Clean-Up/Disposal "Over the Top"	\$ 50.40	N/A	N/A	\$ 50.40	\$ 48.78	\$ 1.62	3.32%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
<u>Commercial Bulky-Item Pick-ups</u>							
Basic Charge - Two Items	\$ 61.30	N/A	N/A	\$ 61.30	\$ 59.33	\$ 1.97	3.32%
Charge for each item over Two	\$ 8.75	N/A	N/A	\$ 8.75	\$ 8.47	\$ 0.28	3.34%
Additional Fee Gas Recovery	\$ 61.30	N/A	N/A	\$ 61.30	\$ 59.33	\$ 1.97	3.32%
Tilt Hopper Monthly Rental	\$ 56.15	N/A	N/A	\$ 56.15	\$ 54.34	\$ 1.81	3.33%
Three Yard Bin Monthly Rental	\$ 71.99	N/A	N/A	\$ 71.99	\$ 69.67	\$ 2.32	3.33%
<u>Industrial Rates for Roll-Off Services</u>							
Permanent Services							
15-Yard Demo Container	\$ 498.07	\$ 272.29	\$ 3.69	\$ 774.05	\$ 751.60	\$ 22.45	2.99%
15-Yard Demo Container - Clean Inerts	\$ 454.22	N/A	\$ 3.36	\$ 457.58	\$ 443.41	\$ 14.16	3.19%
30-Yard Drop Off Container	\$ 470.88	\$ 227.01	\$ 3.49	\$ 701.38	\$ 680.93	\$ 20.45	3.00%
30-Yard Container - Green Waste	\$ 654.59	N/A	\$ 4.85	\$ 659.43	\$ 639.02	\$ 20.41	3.19%
40-Yard Compactor	\$ 591.58	\$ 317.69	\$ 4.38	\$ 913.65	\$ 887.14	\$ 26.51	2.99%
Temporary Services							
15-Yard Demo Container	\$ 508.67	\$ 272.31	\$ 3.77	\$ 784.74	\$ 761.97	\$ 22.77	2.99%
15-Yard Demo Container - Clean Inerts	\$ 469.12	N/A	\$ 3.47	\$ 472.59	\$ 457.96	\$ 14.63	3.20%
30-Yard Drop Off Container	\$ 494.69	\$ 227.04	\$ 3.66	\$ 725.39	\$ 704.20	\$ 21.19	3.01%
30-Yard Container - Green Waste	\$ 669.50	N/A	\$ 4.96	\$ 674.45	\$ 653.57	\$ 20.88	3.20%
Overweight Surcharge p/ton (Actual weight over 8 tons/load)							
Trash Loads	\$ 24.20	\$ 45.29	\$ 0.18	\$ 69.67	\$ 67.76	\$ 1.91	2.82%
Clean Inerts	\$ 44.69	N/A	\$ 0.33	\$ 45.02	\$ 43.62	\$ 1.40	3.21%
Clean Green Waste	\$ 58.50	N/A	\$ 0.43	\$ 58.94	\$ 57.11	\$ 15.32	35.11%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Industrial Special Services							
Saturday Service - Per Pull	\$ 45.69	N/A	N/A	\$ 45.69	\$ 44.22	\$ 1.47	3.33%
Mandatory Signature Required - Per Pull	\$ 7.20	N/A	N/A	\$ 7.20	\$ 6.97	\$ 0.23	3.30%
Additional Days Temp R/O Per Day	\$ 17.49	N/A	N/A	\$ 17.49	\$ 16.93	\$ 0.57	3.34%
Stand-By Hourly Rate	\$ 109.48	N/A	N/A	\$ 109.48	\$ 105.95	\$ 3.52	3.33%
Relocation/Trip Charge/Dead Run	\$ 71.99	N/A	N/A	\$ 71.99	\$ 69.67	\$ 2.32	3.33%
Packer "Turn-A-Round" Surcharge Per Pull	\$ 14.39	N/A	N/A	\$ 14.39	\$ 13.93	\$ 0.46	3.30%
Heavy-Duty Truck Service - Per Pull	\$ 503.93	N/A	N/A	\$ 503.93	\$ 487.70	\$ 16.23	3.33%
R/O Container Steam Cleaning after 1x/Year	\$ 143.99	N/A	N/A	\$ 143.99	\$ 139.35	\$ 4.63	3.32%
Storage Container Rental / Delivery	\$ 113.74	N/A	N/A	\$ 113.74	\$ 110.08	\$ 3.66	3.32%
Storage Container Return \$10.00 + Per/Mile	\$ 1.58	N/A	N/A	\$ 1.58	\$ 1.53	\$ 0.05	3.49%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
<u>Residential Rates</u>							
Single Family	\$ 40.41	\$ 4.10	\$ 0.34	\$ 44.86	\$ 41.20	\$ 3.66	8.88%
<u>Additional Containers</u>							
Black "Trash" Container	\$ 7.23	\$ 4.10	N/A	\$ 11.33	\$ 11.00	\$ 0.33	3.03%
Brown "Yard Waste" Container	\$ 6.28	N/A	N/A	\$ 6.28	\$ 6.00	\$ 0.28	4.70%
Green "Recycling" Container	\$ -	N/A	N/A	\$ -	\$ -	\$ -	0.00%
<u>Residential Special Services</u>							
Residential Roll-Out Service	\$ 14.92	N/A	N/A	\$ 14.92	\$ 14.44	\$ 0.48	3.33%
Extra Dump - All 3 Containers	\$ 31.68	N/A	N/A	\$ 31.68	\$ 30.66	\$ 1.02	3.33%
Exchange of All 3 Containers	\$ 48.99	N/A	N/A	\$ 48.99	\$ 47.41	\$ 1.58	3.33%
Container Replacement - Misuse	\$ 86.66	N/A	N/A	\$ 86.66	\$ 83.87	\$ 2.79	3.33%
<u>Residential Bulky-Item Pick-ups</u>							
Additional Pick-ups over 3x p/Year	\$ 61.30	N/A	N/A	\$ 61.30	\$ 59.33	\$ 1.97	3.32%
Charge for each item over 10	\$ 8.75	N/A	N/A	\$ 8.75	\$ 8.47	\$ 0.28	3.34%
Additional Fee Gas Recovery	\$ 61.30	N/A	N/A	\$ 61.30	\$ 59.33	\$ 1.97	3.32%
<u>Three Yard Containers</u>							
3 Days + Dump	\$ 113.33	\$ 7.12	N/A	\$ 120.45	\$ 116.62	\$ 3.83	3.28%
Each Additional Day	\$ 9.27	N/A	N/A	\$ 9.27	\$ 8.97	\$ 0.30	3.31%
<u>Commercial Rates</u>							
Commercial Barrel (Each)							
1 x p/wk (Max of Three)	\$ 25.18	\$ 7.90	\$ 0.19	\$ 33.27	\$ 32.28	\$ 0.98	3.05%
Each Additional Pick-up Freq.(Max 3 X)	\$ 25.18	\$ 7.90	\$ 0.19	\$ 33.27	\$ 32.28	\$ 0.98	3.05%
Organic Commercial Barrel (Each)							
35G only, 1 x p/wk (Max of Three)	\$ 25.18	\$ 7.90	\$ 0.19	\$ 33.27	\$ 32.28	\$ 0.98	3.05%
Each Additional Pick-up Freq.(Max 3 X)	\$ 25.18	\$ 7.90	\$ 0.19	\$ 33.27	\$ 32.28	\$ 0.98	3.05%
Organic Commercial Barrel (Each)							
64G only, 1 x p/wk (Max of Three)	\$ 57.95	N/A	\$ 0.43	\$ 58.37	\$ 56.57	\$ 1.81	3.19%
Each Additional Pick-up Freq.(Max 3 X)	\$ 57.95	N/A	\$ 0.43	\$ 58.37	\$ 56.57	\$ 1.81	3.19%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Two Yard Containers							
One Pick-up Only	\$ 150.66	\$ 21.94	\$ 1.12	\$ 173.72	\$ 168.46	\$ 5.26	3.12%
Each Additional Pick-up Freq.(Max 3 X)	\$ 78.68	\$ 21.83	\$ 0.58	\$ 101.10	\$ 98.09	\$ 3.01	3.07%
Non-Scheduled Pick-up	\$ 71.67	\$ 5.13	\$ 0.53	\$ 77.33	\$ 74.96	\$ 2.37	3.16%
Three Yard Containers							
First Pick-up	\$ 188.46	\$ 32.81	\$ 1.40	\$ 222.66	\$ 215.96	\$ 6.70	3.10%
Each Additional Pick-up Freq.	\$ 101.83	\$ 32.68	\$ 0.75	\$ 135.26	\$ 131.26	\$ 4.01	3.05%
Non-Scheduled Pick-up	\$ 88.11	\$ 7.63	\$ 0.65	\$ 96.39	\$ 93.45	\$ 2.94	3.14%
Three Yard Manure Containers							
First Pick-up	\$ 188.46	\$ 49.25	\$ 1.40	\$ 239.10	\$ 231.98	\$ 7.12	3.07%
Each Additional Pick-up Freq.	\$ 101.83	\$ 49.12	\$ 0.75	\$ 151.70	\$ 147.28	\$ 4.43	3.01%
Non-Scheduled Pick-up	\$ 88.11	\$ 7.62	\$ 0.65	\$ 96.38	\$ 93.44	\$ 2.94	3.14%
Three Yard Compactors							
First Pick-up	\$ 232.52	\$ 80.64	\$ 1.72	\$ 314.88	\$ 305.57	\$ 9.31	3.05%
Each Additional Pick-up Freq.	\$ 146.18	\$ 80.47	\$ 1.08	\$ 227.73	\$ 221.13	\$ 6.60	2.99%
Non-Scheduled Pick-up	\$ 133.89	\$ 18.72	\$ 0.99	\$ 153.60	\$ 148.96	\$ 4.64	3.12%
Four Yard Containers							
First Pick-up	\$ 207.31	\$ 44.18	\$ 1.53	\$ 253.02	\$ 245.44	\$ 7.58	3.09%
Each Additional Pick-up Freq.	\$ 112.02	\$ 44.04	\$ 0.83	\$ 156.89	\$ 152.27	\$ 4.61	3.03%
Non-Scheduled Pick-up	\$ 96.91	\$ 10.27	\$ 0.72	\$ 107.90	\$ 104.62	\$ 3.28	3.14%
Six Yard Containers							
First Pick-up	\$ 216.73	\$ 65.37	\$ 1.60	\$ 283.70	\$ 275.28	\$ 8.42	3.06%
Each Additional Pick-up Freq.	\$ 117.10	\$ 65.21	\$ 0.87	\$ 183.18	\$ 177.88	\$ 5.30	2.98%
Non-Scheduled Pick-up	\$ 101.34	\$ 15.16	\$ 0.75	\$ 117.25	\$ 113.71	\$ 3.54	3.12%
Three Yard Construction Bin							
First Pick-up	\$ 245.60	\$ 33.43	\$ 1.82	\$ 280.85	\$ 272.33	\$ 8.51	3.13%
Each Additional Pick-up Freq.	\$ 119.89	\$ 34.43	\$ 0.89	\$ 155.21	\$ 150.60	\$ 4.61	3.06%
Non-Scheduled Pick-up	\$ 88.11	\$ 8.04	\$ 0.65	\$ 96.80	\$ 93.85	\$ 2.95	3.14%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Temp Three Yard Container - Non Profit							
3 Days + Dump	\$ 109.69	\$ 8.09	\$ 0.81	\$ 118.59	\$ 114.96	\$ 3.64	3.16%
Each Additional Day	\$ 8.99	\$ -	\$ 0.07	\$ 9.06	\$ 8.78	\$ 0.28	3.14%
Commercial Recycle Containers							
Three Yard "Recycle" Containers							
First Pick-up	\$ 188.76	N/A	\$ 1.40	\$ 190.16	\$ 184.27	\$ 5.89	3.19%
Each Additional Pick-up Freq.	\$ 101.97	N/A	\$ 0.75	\$ 102.73	\$ 99.55	\$ 3.18	3.19%
Non-Scheduled Pick-up	\$ 88.25	N/A	\$ 0.65	\$ 88.91	\$ 86.16	\$ 2.75	3.19%
Contaminated Bin (Trash)	\$ 188.76	N/A	\$ 1.40	\$ 190.16	\$ 184.27	\$ 5.89	3.19%
Commercial Special Services							
Pull Out Service							
First Pick-up	\$ 74.17	N/A	N/A	\$ 74.17	\$ 71.78	\$ 2.39	3.33%
Each Additional Pick up Freq	\$ 74.17	N/A	N/A	\$ 74.17	\$ 71.78	\$ 2.39	3.33%
Non-Scheduled Pick up	\$ 74.17	N/A	N/A	\$ 74.17	\$ 71.78	\$ 2.39	3.33%
Surcharge - Sunday Service	\$ 17.03	N/A	N/A	\$ 17.03	\$ 16.48	\$ 0.55	3.35%
Bin Exchange after One-Time p/Year	\$ 107.97	N/A	N/A	\$ 107.97	\$ 104.49	\$ 3.47	3.32%
Redelivery of Bin(s) - Non Payment	\$ 109.48	N/A	N/A	\$ 109.48	\$ 105.95	\$ 3.52	3.33%
Locking Latch Bins							
Set-Up Cost	\$ 129.93	N/A	N/A	\$ 129.93	\$ 125.75	\$ 4.19	3.33%
Monthly Maintenance Fee P/tip Freq.	\$ 2.89	N/A	N/A	\$ 2.89	\$ 2.80	\$ 0.09	3.37%
Special Access / Code or Key Fee	\$ 14.39	N/A	N/A	\$ 14.39	\$ 13.93	\$ 0.46	3.30%
Container Steam Cleaning after 1x/Year	\$ 138.69	N/A	N/A	\$ 138.69	\$ 134.22	\$ 4.47	3.33%
Clean-Up/Disposal "Over the Top"	\$ 50.40	N/A	N/A	\$ 50.40	\$ 48.78	\$ 1.62	3.32%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
<u>Commercial Bulky-Item Pick-ups</u>							
Basic Charge - Two Items	\$ 61.30	N/A	N/A	\$ 61.30	\$ 59.33	\$ 1.97	3.32%
Charge for each item over Two	\$ 8.75	N/A	N/A	\$ 8.75	\$ 8.47	\$ 0.28	3.34%
Additional Fee Gas Recovery	\$ 61.30	N/A	N/A	\$ 61.30	\$ 59.33	\$ 1.97	3.32%
Tilt Hopper Monthly Rental	\$ 56.15	N/A	N/A	\$ 56.15	\$ 54.34	\$ 1.81	3.33%
Three Yard Bin Monthly Rental	\$ 71.99	N/A	N/A	\$ 71.99	\$ 69.67	\$ 2.32	3.33%
<u>Industrial Rates for Roll-Off Services</u>							
Permanent Services							
15-Yard Demo Container	\$ 498.07	\$ 272.29	\$ 3.69	\$ 774.05	\$ 751.60	\$ 22.45	2.99%
15-Yard Demo Container - Clean Inerts	\$ 454.22	N/A	\$ 3.36	\$ 457.58	\$ 443.41	\$ 14.16	3.19%
30-Yard Drop Off Container	\$ 470.88	\$ 227.01	\$ 3.49	\$ 701.38	\$ 680.93	\$ 20.45	3.00%
30-Yard Container - Green Waste	\$ 654.59	N/A	\$ 4.85	\$ 659.43	\$ 639.02	\$ 20.41	3.19%
40-Yard Compactor	\$ 591.58	\$ 317.69	\$ 4.38	\$ 913.65	\$ 887.14	\$ 26.51	2.99%
Temporary Services							
15-Yard Demo Container	\$ 508.67	\$ 272.31	\$ 3.77	\$ 784.74	\$ 761.97	\$ 22.77	2.99%
15-Yard Demo Container - Clean Inerts	\$ 469.12	N/A	\$ 3.47	\$ 472.59	\$ 457.96	\$ 14.63	3.20%
30-Yard Drop Off Container	\$ 494.69	\$ 227.04	\$ 3.66	\$ 725.39	\$ 704.20	\$ 21.19	3.01%
30-Yard Container - Green Waste	\$ 669.50	N/A	\$ 4.96	\$ 674.45	\$ 653.57	\$ 20.88	3.20%
Overweight Surcharge p/ton (Actual weight over 8 tons/load)							
Trash Loads	\$ 24.20	\$ 45.29	\$ 0.18	\$ 69.67	\$ 67.76	\$ 1.91	2.82%
Clean Inerts	\$ 44.69	N/A	\$ 0.33	\$ 45.02	\$ 43.62	\$ 1.40	3.21%
Clean Green Waste	\$ 58.50	N/A	\$ 0.43	\$ 58.94	\$ 57.11	\$ 15.32	35.11%

CITY OF PLACENTIA EXHIBIT "A"
RATE SUMMARY - EFFECTIVE JULY 1, 2025

	Service Fee	Landfill Cost	Solid Waste & Recycling Svcs Coordinator Fee	Adjusted Rate	Current Rate	Change	% Change
Industrial Special Services							
Saturday Service - Per Pull	\$ 45.69	N/A	N/A	\$ 45.69	\$ 44.22	\$ 1.47	3.33%
Mandatory Signature Required - Per Pull	\$ 7.20	N/A	N/A	\$ 7.20	\$ 6.97	\$ 0.23	3.30%
Additional Days Temp R/O Per Day	\$ 17.49	N/A	N/A	\$ 17.49	\$ 16.93	\$ 0.57	3.34%
Stand-By Hourly Rate	\$ 109.48	N/A	N/A	\$ 109.48	\$ 105.95	\$ 3.52	3.33%
Relocation/Trip Charge/Dead Run	\$ 71.99	N/A	N/A	\$ 71.99	\$ 69.67	\$ 2.32	3.33%
Packer "Turn-A-Round" Surcharge Per Pull	\$ 14.39	N/A	N/A	\$ 14.39	\$ 13.93	\$ 0.46	3.30%
Heavy-Duty Truck Service - Per Pull	\$ 503.93	N/A	N/A	\$ 503.93	\$ 487.70	\$ 16.23	3.33%
R/O Container Steam Cleaning after 1x/Year	\$ 143.99	N/A	N/A	\$ 143.99	\$ 139.35	\$ 4.63	3.32%
Storage Container Rental / Delivery	\$ 113.74	N/A	N/A	\$ 113.74	\$ 110.08	\$ 3.66	3.32%
Storage Container Return \$10.00 + Per/Mile	\$ 1.58	N/A	N/A	\$ 1.58	\$ 1.53	\$ 0.05	3.49%



City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

CITY OF PLACENTIA **NOTICE OF PUBLIC HEARING FOR** **PROPOSED SOLID WASTE COLLECTION RATES**

NOTICE IS HEREBY GIVEN that on **Tuesday, July 15, 2025 at 7:00 p.m.**, or as soon thereafter as the matter may be heard, the City Council of the City of Placentia will hold a Public Hearing in the Council Chambers of the Placentia City Hall located at 401 E. Chapman Avenue to consider the proposed City's solid waste collection rates for Fiscal Year (FY) 2025-26, with a proposed effective date of July 1, 2025.

BASIS FOR RATE INCREASES

The proposed rates for FY 2025-26 are based upon the City's existing refuse collection franchise agreement with Republic Services (Franchise Agreement). The Franchise Agreement allows for increases to solid waste collection rates each July 1st in proportion to the increase or decrease in the cost of living as determined by the percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the Los Angeles-Long Beach-Anaheim, CA area for the twelve (12) month period ending on January 31st. Rate adjustments under the Franchise Agreement are also allowed due to changes in other operational costs in providing solid waste collection services. In addition, the County of Orange Landfill Gate Tipping fee is adjusted annually as determined by the Waste Disposal Agreement between the County of Orange and the City.

SUMMARY OF PROPOSED RATES FOR FY 2025-26

The proposed rates for FY 2025-26 are inclusive of the change in CPI for the 12-month period ending on January 31st which was 3.33% and a 2.6% increase in the County of Orange (County) Landfill Gate Tipping Fee. For 2025-26, the County will increase the landfill gate tipping fee to \$43.76, which represents a 2.6 % increase from FY 2024-25 rate of \$42.65. The tables below compare the current rates for typical residential and commercial services with the proposed FY 2025-26 solid waste collection service rates.

Proposed Residential Waste Rate Summary – FY 2025-26			
Residential Rate	Current Rate	Proposed Rate	Rate Change
Single-Family (Monthly)	\$41.20	\$44.86	\$3.66/month
Single-Family (Annual)	\$494.40	\$538.32	\$43.92/year

Note: Single-family residential services are billed as a special assessment on the property tax roll.

Proposed Commercial Waste Rates Summary – FY 2025-26

Commercial Rate	Current Rate	Proposed Rate	Rate Change
3-Yard Trash Bin	\$215.96	\$222.66	\$6.70/month
3-Yard Recycling Bin	\$184.27	\$190.16	\$5.89/month
2-Yard Organics Bin	\$168.46	\$173.72	\$5.26/month
64-Gallon Organics Cart	\$56.57	\$58.37	\$1.80/month

Note: Rates are for commercial services for a single bin serviced once a week, billed monthly

Additional information and the full proposed rate schedule can be viewed online at the City’s website at: <http://placentia.org/solidwasterates>.

REASON FOR PUBLIC HEARING

The City Council will hold a public hearing on the above date and time to consider increasing rates for residential and commercial solid waste collection services. In 1996, California voters approved Proposition 218, which establishes a specific process for cities to impose or increase certain types of fees. Proposition 218 provides that certain “Property Related” rates are subject to a noticed public hearing and “majority protest” process.

This notice is being provided to you pursuant to Section 6 of Article XIID of the California Constitution (Proposition 218) and Section 53755 of the Government Code which require that notification be sent 45 days in advance of the public hearing, to the address to which the City customarily provides the refuse collection service, or the known mailing address of the property owner, for each identified parcel upon which any new or increased refuse rate or charge is being proposed. You are being provided with this notice 45 days in advance of the public hearing as the identified owner of real property in the City of Placentia subject to the proposed solid waste and recycling rates. As a property owner, you have a right to submit a written protest to the proposed rate change.

WRITTEN PROTEST PROCEDURES

Any property owner whose property will be subject to the imposition of the proposed solid waste service fees and any tenant directly responsible for the payment of such fees (i.e., a customer of record) may submit a written protest to the proposed changes; provided, however, that only one protest will be counted per identified parcel. Written protests may be submitted by mail or in person to the **City Clerk’s Office at 401 East Chapman Avenue, Placentia, CA 92870** or at the Public Hearing (date and time noted above), provided they are received prior to the conclusion of the public comment portion of the Public Hearing. ***Any protest submitted via e-mail or other electronic means will not be accepted.*** Any written protest must (1) state that the identified property owner is in opposition to the proposed solid waste service charges; (2) provide the location of the identified parcel (by assessor’s parcel number, street address, or customer account); (3) provide written evidence (example: current copy of City Services Bill) that the person is the property owner, if the person was not shown on County of Orange’s last equalized assessment roll as the property owner; and (4) include the name and signature of the property owner submitting the protest.

If written protests against the proposed increases are not presented by a majority of identified parcels upon which the proposed rates are to be imposed, the City Council will be authorized to adopt the proposed rates. If adopted, the proposed solid waste collections rates will be effective July 1, 2025. Please note that each property will be counted as a single vote, regardless of the number of owners. If there are two record owners, both must sign the written protest. If there are more than two owners, the protest must be signed by a majority of the owners. Multiple protests returned for a single property will be disallowed and the City Clerk will only accept one protest per property. Email, fax, telephone, or oral protests of any kind will not be counted. Mailed protests received after the close of the public hearing will not be counted, even if they were postmarked earlier.

The City Council meeting agenda and staff report for the Public Hearing will be available 72 hours prior to the regular meeting of Tuesday, July 15, 2025, on the City’s website at: <http://placentia.org/citycouncilagenda>. If you have questions regarding this notice or how it may impact your property, please contact the Public Works Department at (714) 993-8148, Monday through Thursday from 7:30 a.m. to 6:00 p.m.

EN ESPAÑOL: Para recibir una copia de este aviso en español sobre cambios propuestos a las tarifas de la colección de basura, llame al (714) 993-8148, de lunes a jueves de 7:30 a.m. a 6:00 p.m.



City of Placentia

Public Hearing: Solid Waste Handling Services Rate Adjustment for Fiscal Year 2025-26

**City Council
July 15, 2025**

Background

- Franchise Agreement with Republic became effective on July 20, 2010
- Notice of Cancellation issued on July 19, 2017
- Agreement will expire on November 11, 2037
- Rates are adjusted annually on July 1st based on Agreement



Previous City Council Action

- July 31, 2024 City Council Meeting
 - Approval of FY 24-25 Rate Schedule



Proposed Rate Changes for Fiscal Year (FY) 2025-26

1. Annual Rate Adjustment per CPI per Section 24.3 of the Agreement
 1. CPI for Los Angeles-Anaheim-Long Beach Region for January 2025 was 3.33%
2. Orange County Landfill Tipping Fees Adjustment per Section 24.5 of the Agreement
 1. Increased 2.6% based on the Second Amendment to the Waste Disposal Agreement with the County



Summary of Proposed Solid Waste Collection Rates

Residential Rates

	Current Monthly Rate	Proposed Monthly Rate	Current Annual Assessment Rate	Proposed Annual Assessment Rate	Rate Change per Month/Year
Single-Family Residential Rate	\$41.20	\$44.86	\$494.40	\$538.32	\$3.66/\$43.92

Commercial Rates (Includes Multi-family & Industrial Rates)

Rate	Current Monthly Rate	Proposed Monthly Rate	Rate Change per Month
3-Yard Trash Container	\$215.96	\$222.66	\$6.70
3-Yard Recycle Container	\$184.27	\$190.16	\$5.89
2-Yard Organics Container	\$168.46	\$173.72	\$5.26
64-gallon Organics Cart	\$56.57	\$58.37	\$1.80



Public Hearing Notice & Process

- Proposition 218 requirements
 - 45-day public hearing notice
 - Majority protest (50% + 1) by ratepayers precludes adoption of proposed rate increase
 - May 29, 2025: mailed out public hearing notices to property owners (ratepayers)
 - City Clerk's Office received five (5) protest letters; Final tally at conclusion of public hearing



Recommended Actions

1. Open the Public Hearing; and
2. Receive Staff Report & Public Testimony; and
3. Close the Public Hearing and direct the City Clerk to tabulate the written protests and report the results of the tabulation to the City Council; and
4. If no majority protest exists, Adopt Resolution No. R-2025-37 and R-2025-38 and Amendment No.16 setting the adjusted waste hauling rates for FY 2025-26.



Questions & Comments





Agenda Item No: 3.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: July 15, 2025

Submitted by: Gabriel Guerrero-Gabany

From: Public Works

Subject:

2025 Sewer Cost Recovery Fee Rate Study and Resolution Setting the Public Hearing

Financial Impact:

Fiscal Impact:

Expense: \$5,000 Mailing Expense

Budgeted: \$5,000 FY 2025-26 Operating Budget Sewer Maintenance Fund

There is no immediate fiscal impact associated with this Study Session. Based upon City Council policy direction, Staff will finalize any proposed sewer rate cost recovery adjustments and return to the City Council at a later date to initiate the public hearing and the Proposition 218 process.

Summary:

The Public Works Department is responsible for administering over 84 miles of gravity sanitary sewer pipeline. In 2021 the City approved a sewer rate increase. This increase was meant to provide sufficient funding to maintain the existing sewer system and budget necessary capital improvements identified in the adopted 2018 Sewer Master Plan. The adopted sewer rate provided an annual increase of 3% per year to account for inflation over 5 years. The annual increase is set to expire at the end of FY 2025-26, after which fees will remain flat until a new sewer fee schedule is adopted.

Since that time, the Sewer Enterprise Fund has provided sufficient budget for routine maintenance but not for capital improvements. This presentation will provide a summary of the needed capital improvements, review the draft revised sewer rates necessary to implement those capital improvements, and receive direction from City Council regarding the recommended adjustments.

If approved by City Council the public hearing date would be set for October 7, 2025 and Staff would begin the Proposition 218 process.

Recommendation:

Recommended Action:

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

1. Receive and file the Staff report and presentation; and
2. Ask any questions of Staff; and

3. Adopt Resolution No. R-2025-40, a Resolution of the City Council of the City of Placentia, California, declaring its intention to adopt increased sanitary sewer system service fees, setting a public hearing for October 7, 2025, and directing Staff to provide notice pursuant to Proposition 218; and
4. Adopt Resolution No. R-2025-41, a Resolution of the City Council of the City of Placentia, California, adopting procedures for establishing and increasing property related fees and charges under Proposition 218.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Plan Goal 1: By ensuring long-term fiscal sustainability and Strategic Goal 5: By implementing public infrastructure to meet community needs.

Discussion:

The presentation to City Council will provide the background and analysis relative to a potential increase to the City's existing sewer collection rate. In general, the operation and maintenance costs of the City's sewer collection system have been sufficiently covered by the current sewer collection rate adopted in 2021. However, revenues have not been sufficient to cover the capital needs identified in the 2018 Sewer Master plan. The City, therefore, has a deferred backlog of much needed sewer system capital improvements.

Increases to the rate are recommended in order to provide sufficient funding to expand the capacity of the existing collection system, provide for much needed sewer rehabilitation and to ensure the Sewer Enterprise Fund remains financially solvent. If recommended by the City Council the public hearing date would be set for October 7, 2025 and the notification process, in conformance with Proposition 218 requirements, would begin. In addition, Staff would engage the community with information and outreach explaining the proposed adjustments to the sewer rate with a goal of implementing the new rates by November 2025.

Background:

The City currently maintains 84 miles of gravity sanitary sewer pipelines and approximately 600 manholes. The City's wastewater is transferred into the Orange County Sanitation District's (OCSD) collection system via 35 separate connections for treatment. Yorba Linda Water District (YWLD) owns and maintains 10 miles of sewer lines within the City's borders.

On April 26, 2002, the Santa Ana Regional Water Quality Control Board (RWQCB) issued Board Order (Order) No. R8-2002-0014, which prohibited the discharge of untreated sewage to any surface water storm or drainage system. This Order included numerous provisions, including the requirement for every agency to prepare a Sewer System Management Plan (SSMP) to address all requirements of the Order by September 30, 2005. In 2005, the City adopted a sanitary sewer fee and established the Sewer Maintenance Enterprise Fund to meet the increased costs and to comply with regulations adopted by the Santa Ana RWQCB.

The City adjusted the sanitary sewer fee rates in March 2005 even though the costs associated with maintaining the City's sewer system continued to rise. In 2021 the City adopted a revised sewer service fee structure, shown below.

User Class	FY 2021-22 (per CCF)	FY 2022-23 (per CCF)	FY 2023-24 (per CCF)	FY 2024-25 (per CCF)	FY 2025-26 (per CCF)
------------	-------------------------	-------------------------	-------------------------	-------------------------	-------------------------

Single Family Residential	\$0.72	\$0.74	\$0.76	\$0.79	\$0.81
Multi-Family Residential	\$0.82	\$0.84	\$0.87	\$0.89	\$0.92
Commercial	\$0.96	\$0.99	\$1.02	\$1.05	\$1.08
Industrial	\$0.96	\$0.99	\$1.02	\$1.05	\$1.08
Institutional	\$0.53	\$0.54	\$0.56	\$0.58	\$0.59
Government & Public	\$0.72	\$0.74	\$0.76	\$0.79	\$0.81

The established fees increased at 3% per fiscal year to account for inflation. The annual increase is set to expire after this fiscal year, at which point the fee will remain flat until a new sewer fee is established. While the fee revenues have provided sufficient funding for maintenance needs, they have not provided sufficient funding for the ongoing capital improvement needs. Based on the 2018 Sewer Master Plan adopted by City Council, the estimated deferred sewer capital improvement costs are approximately \$18.9M.

2025 Sewer Cost Recovery Fee Rate Study:

The completed analysis reviewed a five-year cost of service to continue ongoing maintenance while providing sufficient funding for capital improvements identified in the 2018 Sewer Master Plan to be completed over the next 5 years. To mitigate the effects of variable water usage, which led to the unreliability of the current fee structure, Staff is recommending a flat CIP fee be applied to each user category, with multi-family residential users tiered based on a range of units. This would provide a reliable revenue source to ensure capital sewer improvements could be completed. The proposed fee structure will continue to include a portion of the sewer fee based on water consumption per user category and charged on a per hundred cubic foot (CCF) unit.

The analysis was presented to the Sewer Utility, Refuse, and Recycling Ad-Hoc Committee (SURR Committee) at their June 10, 2025 meeting. Staff presented their recommendations and proposed an updated sewer rate structure. Upon a thorough review, the Committee provided Staff direction and recommended that the rates be forwarded to City Council for consideration.

The table in Attachment 1 provides a summary and breakdown of the proposed sewer fee rates over the next five years.

Proposition 218 Process

The City's ability to adjust rates is governed by Proposition 218. In 1996, California voters approved Proposition 218 which requires a specific process for cities to impose or increase certain types of fees. The provisions of Proposition 218 set forth in Article XIII D of the California Constitution provide that certain types of "Property Related Fees" are subject to a "majority protest" process.

The provisions of Proposition 218 set criteria for property-related fees for refuse, water, and sewer services. The fees must be set so that:

- The revenues generated by the fee do not exceed the cost of service
- No property owner's fee exceeds his/her proportionate share of the costs
- The City does not impose a property-related fee for a service that is not available to the

property owner

Upon incorporation of the City Council's recommendations and direction to send Proposition 218 notices, pursuant to California constitution Article XIII D, Section 6, Staff will prepare and send notices to all property owners (and as a courtesy to all customers, i.e. tenants) that receive sewer service from the City. There will be a 45-day public notice period at which time, property owners and customers may send written protests for consideration by the City Council. Protests from property owners will be tallied at the public hearing tentatively set for October 7, 2025. Notwithstanding a majority protest, City Council can consider verbal testimony from anyone and written protests from non-property owners and decide to approve the rates.

Proposition 218, and subsequent legislation AB 1260, define the process for establishing or adjusting property-based fees. The process requires a notice of the proposed fee be sent to all property owners in the City and 45 days after the notice is sent, a public hearing be conducted by the City Council. During the 45-day period and up until the close of the public hearing, a property owner may protest the fee by submitting a written protest. If more than 50% of the property owners of record in the City protest the fee, the City Council would be prohibited from enacting the fee change.

Below is a tentative timeline of the steps necessary to complete the process:

Step	Date
Adoption of Resolution to Set Public Hearing and Direct Staff to Initiate the Proposition 218 Process	July 15, 2025
Community Outreach	July 23, 2025 - October 7, 2025
Staff finalizes the Public Notice for printing and mailing	July 16, 2025 - July 23, 2025
Notice of Public Hearing - 45 Day Minimum Notice	August 7, 2025
Public Hearing	October 7, 2025
Effective Date of Rates	November 7, 2025

Staff recommends that the City Council adopt a resolution stating the City's intention to adopt the proposed Sanitary Sewer Service Fees for fiscal years 2025-26 through 2030-31 and sets a public hearing date of October 7, 2025, in conformance with Proposition 218 (Attachment 2) and a second resolution that establishes the procedures for establishing and increasing property-related fees and directs Staff to commence the 45-day protest process consistent with Proposition 218 (Attachment 3). A notice including procedures for submitting a written protest will be mailed to all property owners shown on the last equalized property tax assessment roll that receive sewer service from the City. The notice will include information about sewer services in the City and the reason for the proposed rate increase, as well as the current rates and proposed rates. Owners will be informed that if they wish to protest the proposed new rates, they must submit their written protest to the City Clerk in advance or on the night of the public hearing prior to the close of the hearing.

Fiscal Impact Summary:

The cost for postage for mailing out the public hearing notice for the proposed rate increase to

the City's sewer rates is estimated at \$5,000. There are budgeted funds in the Fiscal Year 2025-26 Sewer Enterprise Fund budget to cover these costs. There is no impact to the General Fund.

Attachments

[Attachment_1_-_Proposed_2025_Sewer_Rates.pdf](#)

[Attachment 2 - Public Hearing Resolution No 2025-40.pdf](#)

[Attachment 3 - Ballot Procedures - Resolution No. 2025-41.pdf](#)

[Attachment 4 - 2025 Sewer Fee Update Presentation.pdf](#)

Proposed 2025 Sewer Cost Recovery Fee Rates

Rate Class	Current (FY 2025-26)	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-21
Single Family	\$0.81	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55
Multi Family 2-4 Units	\$0.92	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89
Multi Family 5-19 Units	\$0.92	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89
Multi Family 20+ Units	\$0.92	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89
Commerical/Industrial	\$1.08	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05
Institutional	\$0.59	\$0.58	\$0.58	\$0.58	\$0.58	\$0.58	\$0.58
Government and Public	\$0.81	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55
CIP Residential Fee		\$10.00	\$12.00	\$12.00	\$12.00	\$12.00	\$14.00
CIP Multi Family 2-4 Units		\$20.00	\$24.00	\$24.00	\$24.00	\$24.00	\$28.00
CIP Multi Family 5-20 Units		\$50.00	\$60.00	\$60.00	\$60.00	\$60.00	\$70.00
CIP Multi Family 21+ Units		\$210.00	\$252.00	\$252.00	\$252.00	\$252.00	\$294.00
CIP Non-Residential Fee		\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00

RESOLUTION NO. R-2025-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DECLARING ITS INTENTION TO ADOPT INCREASED SANITARY SEWER SYSTEM SERVICE FEES, SETTING A PUBLIC HEARING FOR OCTOBER 7, 2025, AND DIRECTING STAFF TO PROVIDE NOTICE PURSUANT TO PROPOSITION 218

A. Recitals

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

Pursuant to Section 5473 of the California Health & Safety Code, the City Council has received a report of sewer charges for Fiscal Years 25-26 through, which Report will be placed on file in the Office of the City Clerk and available for public inspection prior to the protest hearing and is incorporated herein by reference; and,

(ii). On July 15, 2025, the City Council considered the proposed sewer rates and concluded that it is appropriate to adopt the rates it proposes for the next five fiscal years; and,

(iii). Article XIID of the California Constitution imposes certain procedural and substantive requirements relating to assessments (as defined).

Proposition 218, article XIID section 2(e) defines "fee" as any levy or charge imposed upon real property by an agency "as an incident of property ownership, including a user fee or charge for a property related service." Article XIID section 2(h) defines "property-related service" as "a public service having direct relationship to property ownership.

B. Resolution

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

1. In all respects as set forth in the Recitals, Part A., above.

2. The City Council hereby declares its intention to conduct a Public Hearing concerning the proposed sewer rate increases for fiscal years 2025-2026 through 2030-2031 in accordance with Section 6 of Article 13D of the California Constitution; and, notice is hereby given that a Public Hearing on these matters will be held by the City Council on Tuesday, October 7, 2025 at 7:00 P.M., or as soon thereafter as feasible, in the City Council Chambers located at 401 East Chapman Avenue, Placentia, California.

3. The City Clerk is hereby instructed and authorized to give notice of a hearing on the proposed rates in the manner required by Health & Safety Code section 5473.1 and Government Code section 6066 and the Deputy Director of Public Works is hereby instructed and authorized to give notice of a protest hearing on the proposed rates as required by Article XIII D, section 6, subdivision (a) of the California Constitution in substantially the form presented to the City Council at its July 15, 2025 meeting with such hearing to be held at 7:00 p.m. in the City Council chambers on October 7, 2025.

4. At the Public Hearing, the City Council shall consider all objections or protests, if any, to the proposed rate increases, and any person shall be permitted to present written or oral testimony. Although oral comments at the Public Hearing will not qualify as a formal protest, the City Council welcomes community input during the Public Hearing.

5. At the conclusion of the Public Hearing, all protests submitted and not withdrawn will be tabulated in conformity with the City's tabulation guidelines.

6. A majority protest exists if protests are submitted in opposition to the proposed rate increases by a majority (50% plus 1) of the property owners and solid waste service customers. Although both property owners and solid waste service customers are permitted to submit protests, only one protest shall be counted for each parcel.

7. At the Public Hearing, all interested persons shall be afforded the opportunity to hear and be heard.

8. The City Council hereby directs staff to mail the notice of the public hearing regarding the levy of a user fee to be held on October 7, 2025 at 7:00 p.m. at the Council Chambers located at 401 East Chapman Avenue, Placentia, CA 92870.

9. If any section, subsection, sentence, clause, or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

APPROVED and ADOPTED this 15th day of July 2025

Kevin Kirwin, 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 held on the 15th day of July 2025 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

RESOLUTION NO. R-2025-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING PROCEDURES FOR ESTABLISHING AND INCREASING PROPERTY RELATED FEES AND CHARGES UNDER PROPOSITION 218

A. Recitals

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

(ii). Proposition 218 was adopted on November 6, 1996, adding Articles XIIC and XIID to the California Constitution.

(iii.) Articles XIIC and XIID of the California Constitution requires the City to comply with the substantive and procedural requirements set forth in section 6 of Article XIID of the California Constitution prior to imposing or increasing a fee or charge upon any parcel of property or upon any person as an incident of property ownership; and

(iv). Proposition 218 requires that the "record owner" of the parcel upon which the fee or charge is proposed for imposition or increase be notified of the amount of the fee, the basis upon which the amount of the fee was calculated, the reason for the fee, and the date, time, and location of a public hearing on the fee; and

(v.) Proposition 218 does not clearly set forth the meaning of "record owner" for purposes of the notice required by section 6 of Article XIID; and Proposition 218 does not clearly set forth who is allowed to submit protests, the procedure for submitting protests, or how the protests are to be tabulated; and

(vi). The City Council wishes to set forth procedures for these two issues in this resolution which are intended to be consistent with both Proposition 218 and with the Proposition 218 Omnibus Implementation Act.

(vii). Proposition 218, article XIID section 2(e) defines "fee" as any levy or charge imposed upon real property by an agency "as an incident of property ownership, including a user fee or charge for a property related service." Article XIID section 2(h) defines "property-related service" as "a public service having direct relationship to property ownership.

B. Resolution

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

1. The facts set forth in the Recitals, Part A of this Resolution, are true and correct.

2. The following procedures shall be used when imposing or increasing a fee or charge subject to Article XIID of the California Constitution when notice of a public hearing with respect to the adoption or increase of water, wastewater, or solid waste utility charges has been given by the City pursuant to Article XIID, Section 6(a) of the California Constitution, the following shall apply:
3. Definitions. Unless the context plainly indicates another meaning was intended, the following definitions shall apply in construction of these guidelines:

(a). "Parcel" means a County Assessor's parcel the owner or occupant of which is subject to the proposed charge that is the subject of the hearing.

(b). "Record customer" and "customer of record" mean (i) the person or persons whose name or names appear on the City's records as the person who has contracted for, or is obligated to pay for, utility services to a particular utility account or

(ii) another person who demonstrates to the reasonable satisfaction of the City Clerk that he, she, or it is a tenant of real property directly liable to pay the proposed fee.

(c). "Record owner" or "parcel owner" means the person or persons whose name or names appear on the County Assessor's latest equalized assessment roll as the owner of a parcel.

(d) A "fee protest proceeding" is not an election, but the City Clerk will maintain the confidentiality of protests as provided below and will maintain the security and integrity of protests at all times.

4. Protest Submittal:

(a) Any record owner or customer of record who is subject to the proposed utility charge that is the subject of the hearing may submit a written protest to the City Clerk, by:

- Delivery to the City Clerk's Office at Placentia City Hall, 401 East Chapman Avenue, Placentia, CA 92870 during published business hours
- Mail to City Clerk, 401 East Chapman Avenue, Placentia, CA 92870 or
- Personally submitting the protest at the public hearing.

(b) Protests must be received by the end of the public hearing, including those mailed to the City. No postmarks will be accepted; therefore, any protest not actually received by the close of the hearing, whether or not mailed prior to the hearing, shall not be counted.

- (c) Emailed, faxed and photocopied protests shall not be counted.
 - (d) Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest, the City Council welcomes input from the community during the public hearing on the proposed charges.
5. Protest Withdrawal. Any person who submits a protest may withdraw it by submitting to the City Clerk a written request that the protest be withdrawn. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the record owner or customer of record who submitted both the protest and the request that it be withdrawn.
6. Multiple Record Owners or Customers of Record:
- a. Each record owner or customer of record of a parcel served by the City may submit a protest. This includes instances where:
 - i. A parcel is owned by more than a single record owner or more than one name appears on the City's records as the customer of record for the parcel, or
 - ii. A customer of record is not the record owner, or
 - iii. A parcel includes more than one record customer, or
 - iv. Multiple parcels are served via a single utility account, as master-metered multiple family residential units.
 - b. Only one protest will be counted per parcel as provided by Government Code Section 53755(b).
7. Transparency, Confidentiality, and Disclosure:
- a. To ensure transparency and accountability in the fee protest tabulation while protecting the privacy rights of record owners and customers of record, protests will be maintained in confidence until tabulation begins following the public hearing.
 - b. Once a protest is opened during the tabulation, it becomes a disclosable public record, as required by state law.
8. City Clerk. The City Clerk shall not accept as valid any protest if he or she determines that any of the following is true:
- a. The protest does not state its opposition to the proposed charges.
 - b. The protest does not name the record owner or record customer of the parcel identified in the protest as of the date of the public hearing.

- c. The protest does not identify a parcel served by the City that is subject to the proposed charge.
 - d. The protest does not bear an original signature of the named record owner of, or record customer with respect to, the parcel identified on the protest. Whether a signature is valid shall be entrusted to the reasonable judgment of the City Clerk, who may consult signatures on file with the County Elections Official.
 - e. The protest was altered in a way that raises a fair question as to whether the protest actually expresses the intent of a record owner or a customer of record to protest the charges.
 - f. The protest was not received by the City Clerk before the close of the public hearing on the proposed charges.
 - g. A request to withdraw the protest was received prior to the close of the public hearing on the proposed charges.
9. City Clerk's Decisions Final. The City Clerk's decision that a protest is not valid shall constitute a final action of the City and shall not be subject to any internal appeal.
10. Majority Protest:
- a. A majority protest exists if written protests are timely submitted and not withdrawn by the record owners of, or customers of record with respect to, a majority (50% plus one) of the parcels subject to the proposed charge.
 - b. While the City may inform the public of the number of parcels served by the City when a notice of proposed rates is mailed, the number of parcels with active customer accounts served by the City on the date of the hearing shall control in determining whether a majority protest exists.
11. Tabulation of Protests. At the conclusion of the public hearing, the City Clerk shall tabulate all protests received, including those received during the public hearing, and shall report the results of the tabulation to the City Council. If the total number of protests received is insufficient to constitute a majority protest, the City Clerk may determine the absence of a majority protest without validating the protests received but may instead deem them all valid without further examination. Further, if the number of protests received is obviously substantially fewer than the number required to constitute a majority protest, the City Clerk may determine the absence of a majority protest without opening the envelopes in which protests are returned.

12. Report of Tabulation. If at the conclusion of the public hearing, the City Clerk determines that he will require additional time to tabulate the protests, he shall so advise the City Council, which may adjourn the meeting to allow the tabulation to be completed on another day or days. If so, the City Council shall declare the time and place of tabulation, which shall be conducted in a place where interested members of the public may observe the tabulation, and the City Council shall declare the time at which the meeting shall be resumed to receive and act on the tabulation report of the City Clerk.

13. This resolution will become effective immediately upon adoption.

APPROVED and ADOPTED this 15th day of July 2025

Kevin Kirwin, 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 held on the 15th day of July 2025 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

2025 Sewer Fee Update

July 15, 2025

Agenda

1. Review of the City's Sewer System
2. Status of Sewer System and Fund
3. Overview of Proposed Update to City Sewer Service Rates

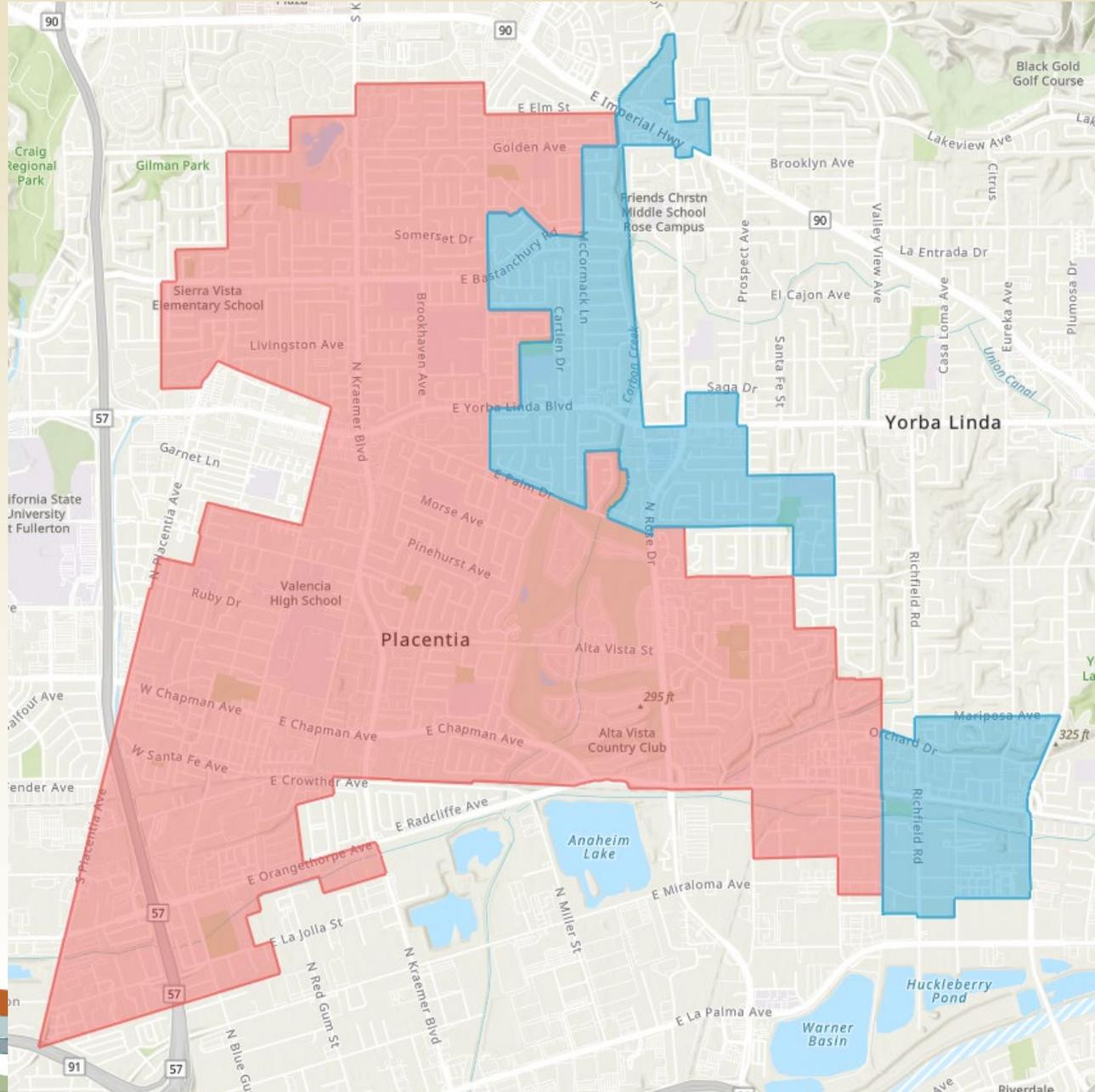


Overview of City's Sewer System

- The City contains 84 miles of gravity sanitary sewer pipelines.
- The City's wastewater is treated by Orange County Sanitation District's (OCSD) via 35 separate connections.
- Yorba Linda Water District (YWLD) owns and maintains 10 miles of sewer lines within the City's borders.



Sewer Service Areas



Overview of City's Sanitary Sewer System (continued)

- Approximately 20 % of the City's collection system was constructed prior to 1970.
- 50% of the City's collection system was constructed during the 1980's and 1990's with the remaining post year 2000 construction
- The City does not own or operate any sewer lift or pump stations.



City's Current Sewer Fee Structure

- Established in 2005 via O-2005-04 (Chapter 5.24 of Municipal Code)
- Operation and Maintenance of City's Sewer System
- Variable fee based upon domestic water consumption
- Fees were updated in 2021

User Category	Current Sanitary Sewer Fee per CCF (100 cubic ft.)
Single-Family Residential	\$0.81
Multi-Family Residential	\$0.92
Commercial /Industrial	\$1.08
Institutional	\$0.59
Government & Public	\$0.81



Status of the Sewer Maintenance Funds

	Budget Amounts		Actual 06/30/2024	% of Budget	Actual 06/30/2023	Change from Prior Year
	Original	Amended				
REVENUE						
Investment Income	\$ 0	\$ 0	\$ 35,136	0.00 %	\$ 13,768	21,367
Charges for Services	1,017,450	1,017,450	1,511,212	148.52 %	1,447,929	63,282
Total Revenues	\$ 1,017,450	\$ 1,017,450	\$ 1,546,348	151.98 %	\$ 1,461,698	84,650
EXPENDITURES						
Environmental Services	\$ 683,800	\$ 697,767	\$ 863,015	123.68 %	\$ 2,252,910	(1,389,894)
Capital Improvement Programs	0	0	0	0.00 %	98,081	(98,081)
Sub-total	\$ 683,800	\$ 697,767	\$ 863,015	123.68 %	\$ 2,350,992	(1,487,976)
Operating Transfers-Out	\$ 0	\$ 0	\$ 0	0.00 %	\$ 182,049	(182,049)
Total Expenditures	\$ 683,800	\$ 697,767	\$ 863,015	123.68 %	\$ 2,533,041	(1,487,976)
Net Increase(Decrease) Fund Balance	\$ 333,650	\$ 319,682	\$ 683,333	213.75 %	\$ (1,071,342)	1,754,676



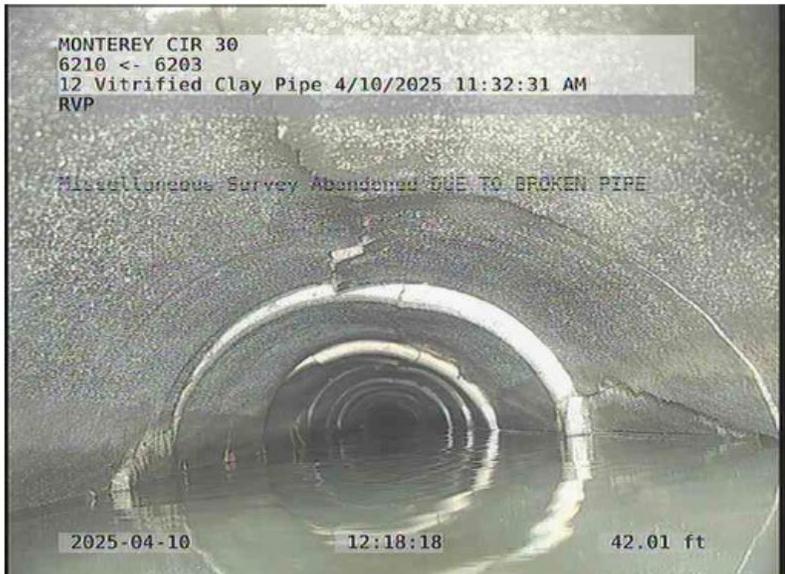
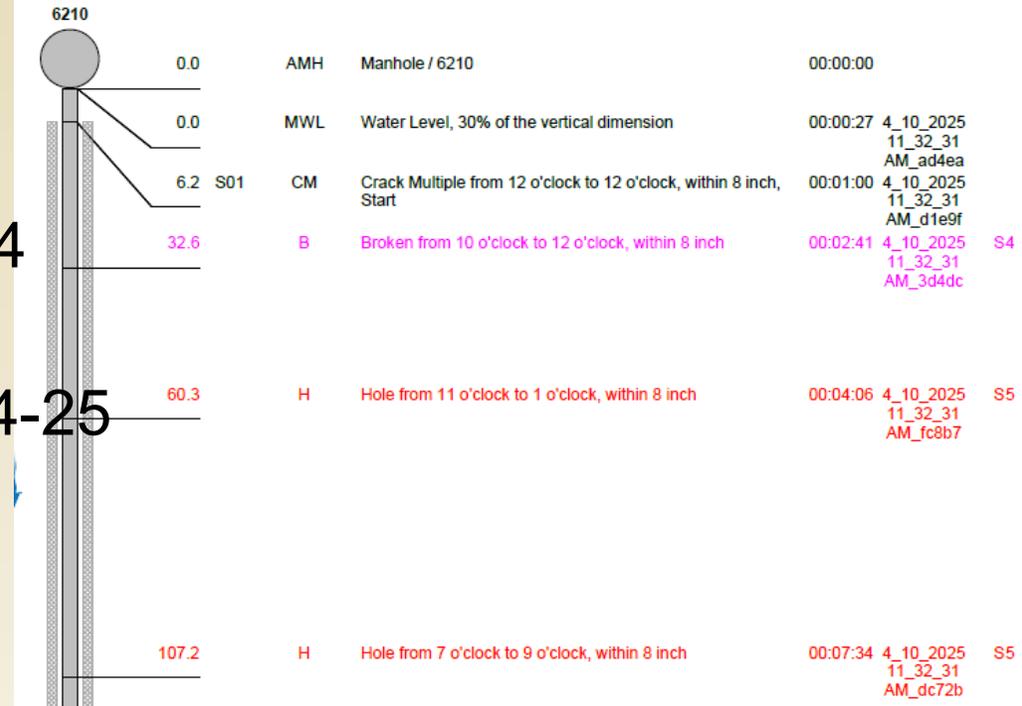
Status of the Sewer Construction Funds

	Budget Amounts		Actual 06/30/2024	% of Budget	Actual 06/30/2023	Change from Prior Year
	Original	Amended				
REVENUE						
Charges for Services	\$ 1,377,900	\$ 1,377,900	\$ 0	0.00 %	\$ 0	0
Total Revenues	\$ 1,377,900	\$ 1,377,900	\$ 0	0.00 %	\$ 0	0
EXPENDITURES						
Public Works	\$ 1,377,900	\$ 183,303	\$ 18,247	9.95 %	\$ 101,165	(82,918)
Capital Improvement Programs	600,000	0	4,873	0.00 %	21,082	(16,208)
Sub-total	\$ 1,977,900	\$ 183,303	\$ 23,120	12.61 %	\$ 122,248	(99,127)
Total Expenditures	\$ 1,977,900	\$ 183,303	\$ 23,120	12.61 %	\$ 122,248	(99,127)
Net Increase(Decrease) Fund Balance	\$ (600,000)	\$ 1,194,596	\$ (23,120)	-1.93 %	\$ (122,248)	99,127

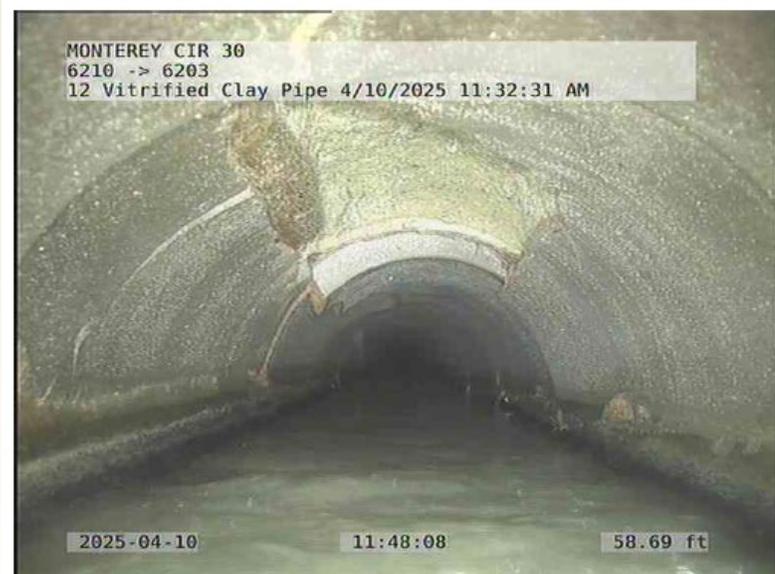


Current Needs

- Two emergency repairs took place in FY 23-24
 - Cost \$148,500
- One emergency repair is taking place in FY 24-25
 - Cost \$170,000
- These locations were identified as needed for rehabilitation in the 2018 SMP



4_10_2025 11_32_31
AM_aabb0596-2bb6-4749-b164-682d499dfc4d_20250410_121818_664.jpg, 00:03:09, 42.01ft
Miscellaneous Survey Abandoned / DUE TO BROKEN PIPE



4_10_2025 11_32_31
AM_9bdf3669-041d-4da4-a624-14d2850ce067_20250410_114808_421.jpg, 00:04:06, 60.26ft
Hole from 11 o'clock to 1 o'clock, within 8 inch



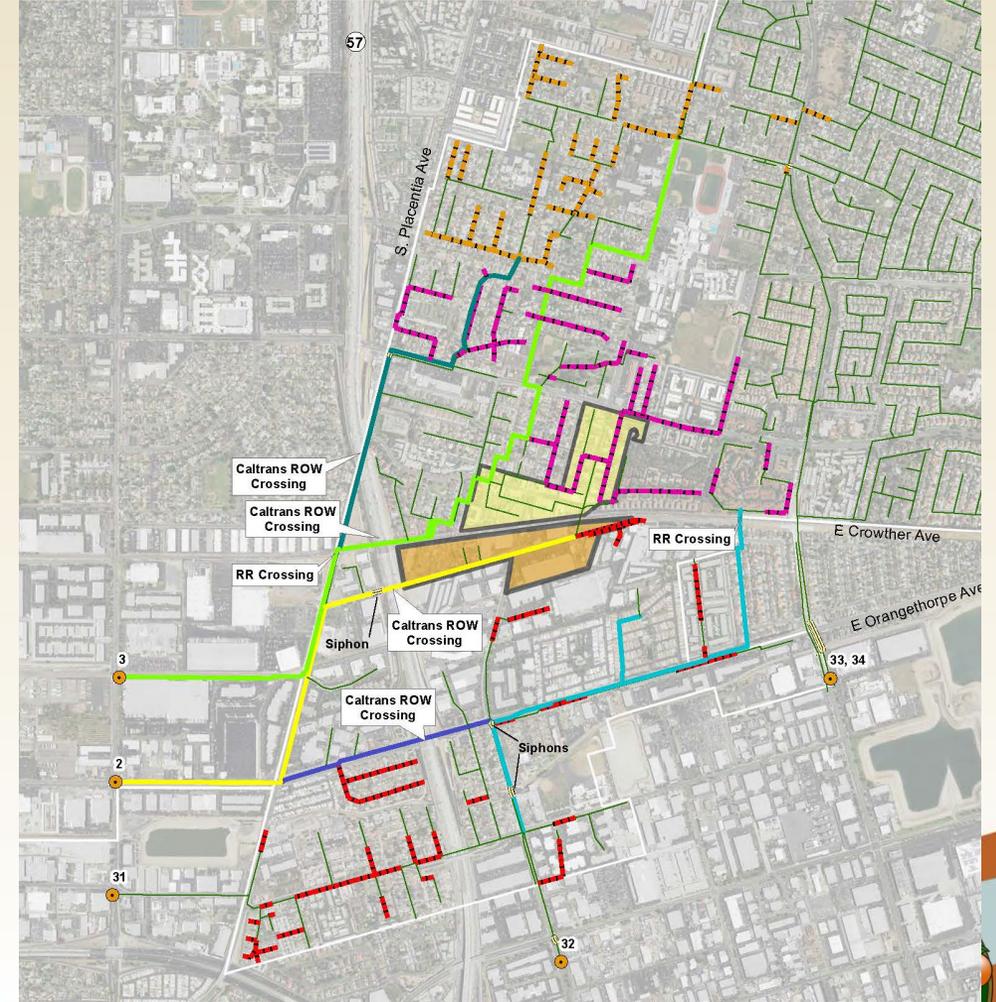
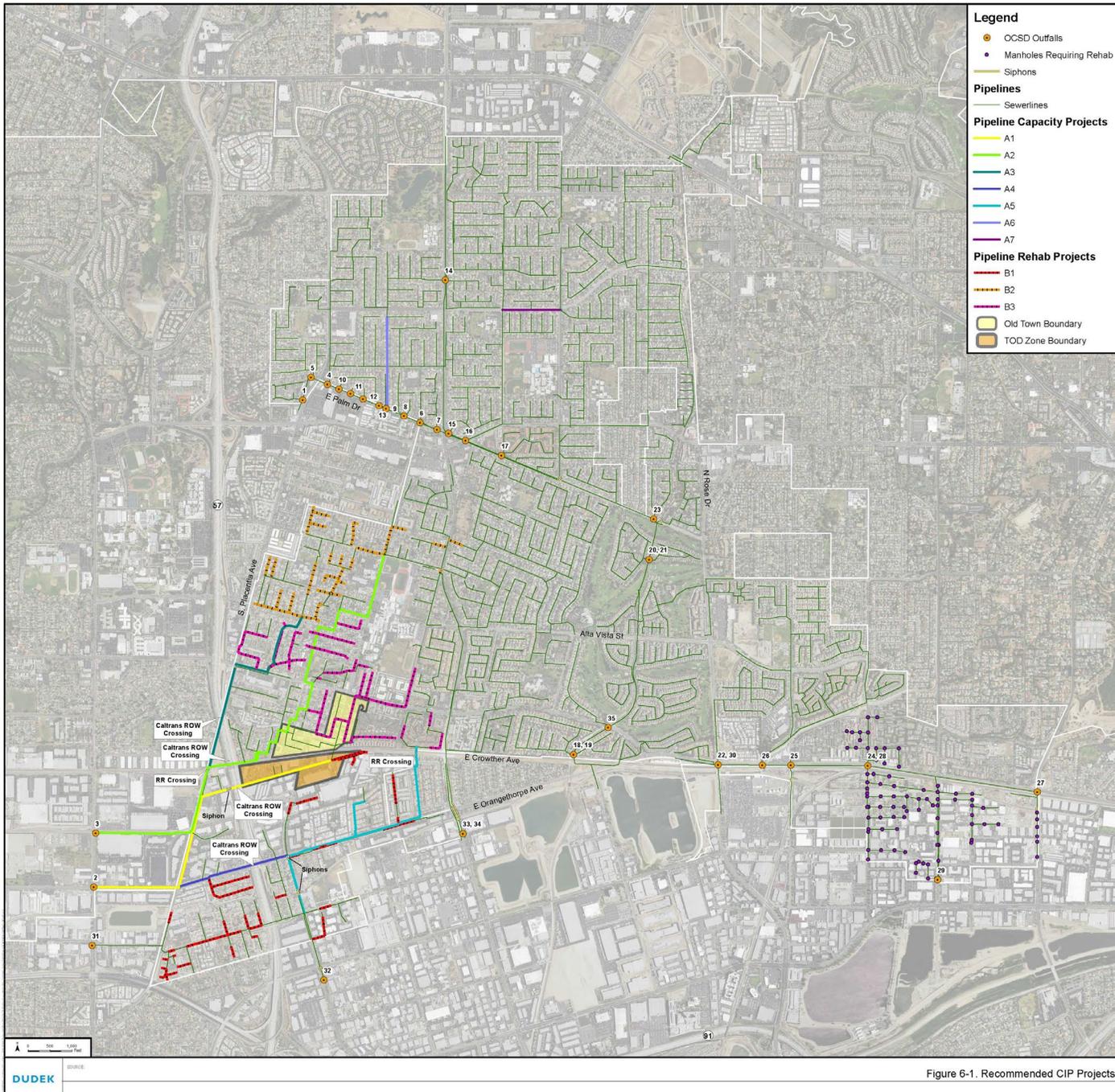
Sewer Capital Improvement Program (7-Year)

No.	Fiscal Year	Project Description	Location	Project Cost
1	25-26	Old Town Sewer Rehab Project (Project B3)	Various in southwestern portion of City (Center St, alleys, Angelina Dr, Chapman Ave, Kraemer Memorial Park, Anned Dr, Bradford Ave, Wilson Ave, Orchid Dr, Primrose Ave, Sunset Dr, Placentia Ave, Harmony Ln, Twilight St, Alta St, Backs Ln, Molokai Ln, Lanai Ln, Kauai Ln)	\$1,396,710
2	26-27, 27-28	Manhole Wall and Bench Repairs	Citywide	\$410,884
3	27-28, 28-29	Project B1 – Pipeline Rehabilitation Project	Various in southwestern portion of City (Orangethorpe Ave, Ohio Ave, Missouri Ave, Kansas Ave, Arnold Dr, Cypress Ave, La Jolla St, Vista Ave, Ortega Way, Melrose St, Boysenberry Ln, Crowther Ave, Temple St)	\$673,968
4	27-28, 28-29	Project A6 – Pipeline Capacity Project	Tuffree Blvd	\$937,052
5	27-28, 28-29	A2 - Pipeline Capacity Project	Bradford Ave, Orange Grove Ave, Walnut Ave, Santa Barbara St, Placentia Ave	\$6,837,228

Sewer Capital Improvement Program (7-Year)

No.	Fiscal Year	Project Description	Location	Project Cost
6	28-29, 29-30	Project B2 – Pipeline Rehabilitation Project	Various in southwestern portion of City (Primrose Ave, Diamond Rd, Orange Grove Ave, Kraemer Blvd, Sunrise St, Stardust Dr, Moonbeam St, Twilight St, Ruby Drive Elementary, Diane Ave, Vicky Ln, Sheree Ln, Lawanda Pl, Aquamarine St, Jade Circle, Emerald Way, Madison Ave, Bradford Ave, Carlson Ln, Pageantry Dr, Fairway Ln)	\$829,158
7	28-29, 29-30	Project A3 – Pipeline Capacity Project	Twilight St, Sunrise Way, Sunrise St, Melody Ln, Chapman Ave, Placentia Ave	\$2,478,606
8	28-29, 29-30	Project A7 – Pipeline Capacity Project	Bastanchury Rd	\$580,854
7	29-30, 30-31	Project A4 – Pipeline Capacity Project	Orangethorpe Ave	\$1,232,652
8	30-31, 31-32	Project A5 – Pipeline Capacity Project	Orangethorpe Ave, Melrose St, Silverlake Dr, Glenlake Dr	\$3,533,898
Total				\$18,911,012⁽²⁶²⁾

Map of CIP recommended projects from 2018 SMP



2025 Sewer Rate Study

- Current Rate Structure not adequate to support needs
 - Assumptions of Previous Study
- Aging Infrastructure and Capital Improvements
 - Deferred maintenance of \$18M+
- Current fees approved through FY 25-26. There is an immediate need to update them this fiscal year.
- Proposing rate adjustments based on water consumption and a flat fee for CIP



Financial and Planning Assumptions

Assumption	Description
CIP Fee	Flat Rate for Residential and Non-Residential Customers
Inflation Assumption for CIP	3%
Annual Increase in Water Usage	0%
First Rate Increase	October 7, 2025
Base Fiscal Year	FY 2025-26
Capital Improvement Plan	FY 2025-26 – FY 31-32



MFR Tiered System

Rate Class	Current (FY 2025-26)	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-21
Single Family	\$0.81	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55
Multi Family	\$0.92	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89	\$0.89
Commerical/Industrial	\$1.08	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05
Institutional	\$1.08	\$0.58	\$0.58	\$0.58	\$0.58	\$0.58	\$0.58
Government and Public	\$0.59	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55
CIP Residential Fee		\$10.00	\$12.00	\$12.00	\$12.00	\$12.00	\$14.00
CIP Multi Family (per unit)		\$10.00/unit	\$12.00/unit	\$12.00/unit	\$12.00/unit	\$12.00/unit	\$14.00/unit
CIP Non-Residential Fee		\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00

Example MFR	Current (FY 2025-26)	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-21
CIP Multi-Family (5 units)		\$50.00	\$60.00	\$60.00	\$60.00	\$60.00	\$70.00
CIP Multi-Family (10 units)		\$100.00	\$120.00	\$120.00	\$120.00	\$120.00	\$140.00

Average Monthly Fee By Customer

Rate Class	Water CCF	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
Single Family	16	\$12.64	\$18.72	\$20.72	\$20.72	\$20.72	\$20.72	\$22.72
Multi Family (2-4 Units)	152	\$135.28	\$155.28	\$159.28	\$159.28	\$159.28	\$159.28	\$163.28
Multi Family (5-19 Units)	152	\$135.28	\$185.28	\$195.28	\$195.28	\$195.28	\$195.28	\$205.28
Multi Family (20+ Units)	152	\$135.28	\$345.28	\$387.28	\$387.28	\$387.28	\$387.28	\$429.28
Commercial	66	\$69.30	\$99.30	\$99.30	\$99.30	\$99.30	\$99.30	\$99.30
Industrial	63	\$66.15	\$96.15	\$96.15	\$96.15	\$96.15	\$96.15	\$96.15
Institutional	430	\$249.40	\$279.40	\$279.40	\$279.40	\$279.40	\$279.40	\$279.40
Government and Public	42	\$33.18	\$52.89	\$52.89	\$52.89	\$52.89	\$52.89	\$52.267

Average Monthly Increase by Customer

Rate Class	Water CCF	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
Single Family	16		\$ 6.08	\$ 2.00	\$ -	\$ -	\$ -	\$ 2.00
Multi Family (2-4 Units)	152		\$ 20.00	\$ 4.00	\$ -	\$ -	\$ -	\$ 4.00
Multi Family (5-19 Units)	152		\$ 50.00	\$ 10.00	\$ -	\$ -	\$ -	\$ 10.00
Multi Family (20+ Units)	152		\$ 210.00	\$ 42.00	\$ -	\$ -	\$ -	\$ 42.00
Commercial	66		\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ -
Industrial	63		\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ -
Institutional	430		\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ -
Government and Public	42		\$ 19.71	\$ -	\$ -	\$ -	\$ -	\$ -



Average Monthly Increase % by Customer

Rate Class	Water CCF	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
Single Family	16		48%	11%	0%	0%	0%	10%
Multi Family (2-4 Units)	152		15%	3%	0%	0%	0%	3%
Multi Family (5-19 Units)	152		37%	5%	0%	0%	0%	5%
Multi Family (20+ Units)	152		155%	12%	0%	0%	0%	11%
Commercial	66		43%	0%	0%	0%	0%	0%
Industrial	63		45%	0%	0%	0%	0%	0%
Institutional	430		12%	0%	0%	0%	0%	0%
Government and Public	42		59%	0%	0%	0%	0%	269

Sewer Fund Revenue Projections

Item	Current FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Single Family	\$922,957.38	\$636,840.59	\$636,840.59	\$636,840.59	\$636,840.59	\$636,840.59	\$636,840.59
Multi Family 2-4 Units	\$255,526.12	\$255,526.12	\$255,526.12	\$255,526.12	\$255,526.12	\$255,526.12	\$255,526.12
Multi Family 2-4 Units	\$56,232.58	\$56,232.58	\$56,232.58	\$56,232.58	\$56,232.58	\$56,232.58	\$56,232.58
Multi Family 5-19 Units	\$27,770.37	\$27,770.37	\$27,770.37	\$27,770.37	\$27,770.37	\$27,770.37	\$27,770.37
Multi Family 20+ Units	\$147,630.53	\$147,630.53	\$147,630.53	\$147,630.53	\$147,630.53	\$147,630.53	\$147,630.53
Commerical/Industrial	\$781,021.50	\$781,021.50	\$781,021.50	\$781,021.50	\$781,021.50	\$781,021.50	\$781,021.50
Institutional	\$67,790.40	\$67,790.40	\$67,790.40	\$67,790.40	\$67,790.40	\$67,790.40	\$67,790.40
Government and Public	\$894.54	\$617.23	\$617.23	\$617.23	\$617.23	\$617.23	\$617.23
CIP Residential Fee		\$1,680,720.00	\$2,016,864.00	\$2,016,864.00	\$2,016,864.00	\$2,016,864.00	\$2,353,008.00
CIP Multi Family 2-4 Units		\$80,160.00	\$96,192.00	\$96,192.00	\$96,192.00	\$96,192.00	\$112,224.00
CIP Multi Family 5-20 Units		\$600.00	\$720.00	\$720.00	\$720.00	\$720.00	\$840.00
CIP Multi Family 21+ Units		\$2,520.00	\$3,024.00	\$3,024.00	\$3,024.00	\$3,024.00	\$3,528.00
CIP Commercial Fee		\$671,760.00	\$671,760.00	\$671,760.00	\$671,760.00	\$671,760.00	\$671,760.00
Total	\$2,259,823.43	\$4,409,189.33	\$4,761,989.33	\$4,761,989.33	\$4,761,989.33	\$4,761,989.33	\$5,114,789.33



Fund Balances

Fund Balances	Current FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Projects	\$0.00	\$1,039,050.00	\$3,442,591.00	-\$2,242,962.00	-\$3,343,020.00	-\$1,787,112.00	-\$2,179,650.00
Yearly	\$0.00	\$1,154,378.09	\$2,267,803.61	\$3,338,228.95	\$4,363,504.09	\$5,341,371.51	\$6,269,460.84
Total	\$0.00	\$2,193,428.09	\$5,710,394.61	\$1,095,266.95	\$1,020,484.09	\$3,554,259.51	\$4,089,810.84



Rates of Surrounding Cities

User Category	Anaheim	Brea	Fullerton	Yorba Linda (administered by YWLD)
Single-Family Residential	\$6.93/month	\$13.31/month - 5/8", 3/4", 1", 1-1/2" meter \$28.41/ month - 2", 3" meter	\$0.66 fixed fee/month + \$1.90/month per 1,000 gal (\$1.42/month per CCF)	\$13.77/ month
Multi-Family Residential	\$6.93/month	\$8.34/month per unit	\$0.66-96.16 fixed fee/month (Based on water meter size) + \$1.90/month per 1,000 gal (\$1.42/month per CCF)	\$13.25/month per unit
Commercial /Industrial	\$13.87 per water closet	\$29.65/month – 5/8", 1" meter \$106.01 - 1-1/2, 2" meter \$189.05 - \$1884.93/month – 3" & Larger Meter	\$0.66-\$96.16 fixed fee/month (Varies by water meter size) + \$1.58/month per 1,000 gal (\$1.18/month per CCF)	\$13.77/month + Tier 1 (0-7 ccfs): \$0.00 Tier 2 (8+ ccfs): \$0.53
Institutional	N/A	N/A		N/A
Government & Public	N/A	N/A	\$0.66-\$96.16 fixed fee/month (Varies by water meter size) + \$1.58/month per 1,000 gal	N/A

Next Steps

- Adoption of Resolution to Set Public Hearing and Direct Staff to Initiate the Proposition 218 Process
- Community Outreach
- Notice of Public Hearing - 45 Day Minimum Notice
- Public Hearing for Sewer Fee Increase (October 7, 2025)
- Potential Effective Rate Date (November 7, 2025)



Questions & Comments





Agenda Item No: 3.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: July 15, 2025

Submitted by: Lydie Gutfeld

From: Community Services

Subject:

Event Fee Waiver Request Pertaining to the operation of the Placentia Community Chorus and their rehearsals at the Backs Community Center for Fiscal Year 25-26.

Financial Impact:

Fiscal Impact:

Facility Use Fees: \$ 6,233

Damage Deposit: \$ 180

Staff Cost revenue: \$ (1,600)

Total Fiscal Impact: \$ 6,413

Though this shows as a fiscal impact of \$6,413.00, the recommended reservation dates and times are not high use and not likely to be requested for rental by the public. The expenditure for Staff is fully reimbursed.

Summary:

The Placentia Community Chorus has been operating rehearsals out of the Backs Community Center since being awarded a scholarship over twenty years ago. During budget review, Staff identified that the group was using the Backs Community Center without an MOU or facility rental agreement. In addition, it was identified that the group was not paying rental or Staff fees to use the building. A new facility rental permit has been created with true costs. The Placentia Community Chorus has requested a waiver of facility use fees and damage deposit fees totaling \$8,013.00. They have agreed to pay the staff cost of \$1,600.00. Total waiver of cost would be \$6,413.00.

Recommendation:

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

1. Approve a facility rental/use agreement with the Placentia Community Chorus to host their rehearsals at the Backs Community Center located within Kraemer Memorial Park; and
2. Approve Staff recommendation to waive facility use/rental, damage deposit, and fees for the use of Backs Community Center and not Staff costs or the associated with the operation of the rental; and
3. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Plan Goal 4: To increase community engagement by partnering with outside organizations and allowing them to have events at our community centers, which will enhance community participation.

Discussion:

The Placentia Community Chorus has requested continued use of the Backs Community Center for its 2025–2026 rehearsal season. This local, volunteer-led group has a longstanding presence in Placentia and contributes to the cultural vibrancy of the community by performing at community events and local assisted living facilities.

The Chorus has submitted its requested rehearsal dates and times for the upcoming season. Rehearsals are scheduled on Thursdays from 7:00 p.m. to 9:00 p.m., starting in September 2025 and concluding in May 2026, for a total of 32 rehearsals on the following dates:

September 2025: 18, 25
October 2025: 2, 9, 16, 23, 30
November 2025: 6, 13, 20
December 2025: 4, 11, 18
January 2026: 8, 15, 22, 29
February 2026: 5, 12, 19, 26
March 2026: 5, 12, 19, 26
April 2026: 2, 9, 16, 23, 30
May 2026: 7, 14

The total estimated cost for the facility rental and staffing is approximately \$8,013.00. Staff recommends that the City Council consider granting a one-time waiver of the facility rental and damage deposit fees (\$6,413.00) and instead require the Chorus to pay only for the Staff costs associated with opening and closing the facility, which total \$1,600.00.

The Placentia Community Chorus performs twice yearly at the Nixon Library and conducts multiple outreach concerts at local assisted living facilities each season (five in the fall and five in the spring). Their performances enhance the quality of life for Placentia’s senior population and foster civic pride through their volunteerism. In addition, the Chorus has contributed to community engagement by participating in the City’s Tree Lighting Ceremony and other civic events.

Supporting the Placentia Community Chorus aligns with the City’s goals of fostering the arts, promoting community-based programming, and offering intergenerational enrichment opportunities. Specific benefits include:

- Enhancing community culture and visibility through free public performances.
- Providing outreach and engagement to older adults in assisted living communities.
- Supporting volunteerism and civic engagement.
- Encouraging arts education and appreciation for residents of all ages.

To ensure long-term sustainability, City Staff have encouraged the Chorus to apply for grant scholarships through the Community Foundation and to obtain nonprofit status to strengthen their eligibility for future funding opportunities. These steps will better position the Chorus to continue operations without reliance on City subsidies.

Staff also recommends that this proposed waiver be considered a one-time exception for FY 2025–2026. Any future support should be reviewed annually and aligned with the City's overall financial strategy and community grant funding process.

Fiscal Impact Summary:

There is no fiscal impact on this item as the Placentia Community Chorus has agreed to pay Staff fees of \$1,600.00. Though this shows as a fiscal impact of \$6,413.00, the recommended reservation dates and times are not high use and not likely to be requested for rental by the public. The expenditure for staff is fully reimbursed.

Attachments

[Placentia Comm Chorus Permit#R4260.pdf](#)
[request for waiver email from PCC.pdf](#)

Permit



CITY OF PLACENTIA
401 East Chapman Ave
PLACENTIA, CA 92870

PHONE:(714) 993-8232
FAX:(714) 961-0283
EMAIL:admin@placentia.org

Permit # R4260

Status Approved
Date Jul 7, 2025 1:33 PM

Organization Name	Placentia Community Chorus - 62	Organization Phone 1 Number	(714) 994-9573
Customer Type	Non-profit Non-resident	Organization Phone 2 Number	(714) 394-7144
Organization Address	679 Brunswick Avenue Placentia, CA 92870		
Agent Name	Ben Berkley	Primary Phone Number	(714) 994-9573
		Email Address	benber150@gmail.com
System User	Randii Gallegos		

Rental Fee	\$6,233.00
Discounts	\$0.00
Subtotal	\$6,233.00
Deposits	\$180.00
Deposit Discounts	\$0.00
Total Permit Fee	\$6,413.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$6,413.00

Placentia Community Chorus	1 resource(s)	32 booking(s)	Subtotal: \$6,413.00
-----------------------------------	----------------------	----------------------	-----------------------------

[Booking Summary](#)

Bucks Community Building Main Room (Meeting)			Center: Kraemer Memorial Park	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Thu, Sep 18, 2025 7:00 PM	Thu, Sep 18, 2025 9:00 PM	1	\$194.00	
Bucks/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2		\$194.00	
Thu, Sep 25, 2025 7:00 PM	Thu, Sep 25, 2025 9:00 PM	1	\$194.00	
Bucks/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2		\$194.00	
Thu, Oct 2, 2025 7:00 PM	Thu, Oct 2, 2025 9:00 PM	1	\$194.00	
Bucks/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2		\$194.00	
Thu, Oct 16, 2025 7:00 PM	Thu, Oct 16, 2025 9:00 PM	1	\$194.00	
Bucks/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2		\$194.00	
Thu, Oct 23, 2025 7:00 PM	Thu, Oct 23, 2025 9:00 PM	1	\$194.00	
Bucks/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2		\$194.00	
Thu, Oct 30, 2025 7:00 PM	Thu, Oct 30, 2025 9:00 PM	1	\$194.00	
Bucks/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2		\$194.00	
Thu, Nov 6, 2025 7:00 PM	Thu, Nov 6, 2025 9:00 PM	1	\$194.00	
Bucks/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2		\$194.00	
Thu, Nov 13, 2025 7:00 PM	Thu, Nov 13, 2025 9:00 PM	1	\$194.00	

Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Nov 20, 2025 7:00 PM	Thu, Nov 20, 2025 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Dec 18, 2025 7:00 PM	Thu, Dec 18, 2025 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Jan 8, 2026 7:00 PM	Thu, Jan 8, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Jan 15, 2026 7:00 PM	Thu, Jan 15, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Jan 22, 2026 7:00 PM	Thu, Jan 22, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Jan 29, 2026 7:00 PM	Thu, Jan 29, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Feb 5, 2026 7:00 PM	Thu, Feb 5, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Feb 12, 2026 7:00 PM	Thu, Feb 12, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Feb 19, 2026 7:00 PM	Thu, Feb 19, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Feb 26, 2026 7:00 PM	Thu, Feb 26, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Mar 5, 2026 7:00 PM	Thu, Mar 5, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Mar 12, 2026 7:00 PM	Thu, Mar 12, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Mar 19, 2026 7:00 PM	Thu, Mar 19, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Mar 26, 2026 7:00 PM	Thu, Mar 26, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Apr 2, 2026 7:00 PM	Thu, Apr 2, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Apr 9, 2026 7:00 PM	Thu, Apr 9, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Apr 16, 2026 7:00 PM	Thu, Apr 16, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Apr 23, 2026 7:00 PM	Thu, Apr 23, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, Apr 30, 2026 7:00 PM	Thu, Apr 30, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		
Thu, May 7, 2026 7:00 PM	Thu, May 7, 2026 9:00 PM		1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit	\$97.00 / Hour x 2	\$194.00		

Mon, Jun 8, 2026 7:00 PM	Mon, Jun 8, 2026 9:00 PM	1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit		\$97.00 / Hour x 2	\$194.00
Tue, Jun 9, 2026 7:00 PM	Tue, Jun 9, 2026 9:00 PM	1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit		\$97.00 / Hour x 2	\$194.00
Wed, Jun 10, 2026 7:00 PM	Wed, Jun 10, 2026 9:00 PM	1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit		\$97.00 / Hour x 2	\$194.00
Thu, Jun 11, 2026 7:00 PM	Thu, Jun 11, 2026 9:00 PM	1	\$194.00
Backs/Whitten Main Weekday Non-Resident Non-Profit		\$97.00 / Hour x 2	\$194.00
Resource level fees			\$205.00
Damage Deposit	\$180.00 / Each x 1	\$180.00	
Permit Processing Fee Non-refundable	\$25.00 / Each x 1	\$25.00	

Custom Questions

QUESTION	ANSWER
Do you have any special needs or medical concerns/limitations that we need to be aware of?	No
How did you hear about us?	Previous Customer
Will you be having Amplified Sound?	No
Will you be needing the use of the kitchen?	No

Disclaimers

DESCRIPTION	TEXT
Facility Rules & Regulations	I have received a copy of the City of Placentia's Facility Rules & Regulations and agree to abide by them. Please initial below. -----

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility Waiver Attachment	Sep 18, 2025	Ben Berkley	Waiver Signed by: Ben Berkley on Jul 7, 2025

CITY OF PLACENTIA FACILITY RENTAL WAIVER
AND
RELEASE OF LIABILITY

I, _____, (Full legal name)("Applicant") desire to rent _____ facility ("Facility") on _____ (Date). I understand that any false statements are grounds for denial or revocation of this Application.

In consideration for rental of the Facility, I agree as follows:

1. The City of Placentia (the "City") reserves the right to cancel this Agreement at any time. In the event of an EMERGENCY OR AFTER OFFICE HOURS, please call 714-993-8111.
2. I specifically accept responsibility for any damage to the Facility, furniture or equipment caused by the occupancy and/or use of said premises. I further acknowledge and understand that the City is not responsible for lost or stolen property.
3. I agree to obey all policies, procedures and all other applicable laws that pertain to the rental of the Facility provided by the Community Services Department and/or by City staff and volunteers during my use of the Facility.
4. I agree to follow the current State and County health guidelines for events and gatherings and will be solely responsible to ensure the safety and health of event participants. Guidance is meant to supplement, not replace any State and County safety laws, rules and/or regulations. I acknowledge that these orders and guidelines may change at any time with no prior notice. Changes in any orders may result in additional requirements to permittees and issued permits. If the State determines that the County must return to a more restrictive tier, the City reserves the right to cancel facility rentals in public areas to protect the health and well-being of the community.
5. I, on my own behalf and/or on behalf of the named organization, hereby, voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death that occurs as a result of my and/or said organization's use of the Facility.
6. I and/or said organization agree to defend, indemnify and hold harmless, the City and/or its officers, officials, agents, employees and volunteers from and against any claims, cause of actions, loss, liability or wrongful death arising out of the use of the Facility.
7. I am solely responsible for implementing any cleaning measures required or suggested to ensure the Facility is safe for use prior to any of my volunteers, agents, personnel or invitees entering the Facility and agree to adequately clean the Facility after any such use.
8. I understand and agree that there are dangers, inherent and otherwise, in accessing and/or utilizing the Facility during the COVID-19 pandemic, and that by entering and/or utilizing the Facility, anyone who uses the Facility may be exposed to COVID-19, which may cause myself and/or anyone that attends an event that I hold at the Facility to acquire and/or transmit the virus to others. I acknowledge that accessing and/or utilizing the Facility is voluntary and agree to assume the full risk of any injuries, illnesses, viruses, communicable diseases, damages, and/or losses of any kind, regardless of severity and including death that may occur in connection with accessing and/or utilizing the Facility.
9. I, intending to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby waive, release, and discharge the Community Services Department, the City, and their elected officials, officers, agents, employees, and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of the Community Services Department or the City, or their elected officials, officers, agents, employees, and/or volunteers, or otherwise related to my use of the Facility and promise not to sue the Community Services Department, the City, or their elected officials, officers, agents, employees, and/or volunteers for any damages I incur in connection with the rental of the Facility. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.
10. I acknowledge and agree that this Agreement is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by California law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

I HAVE READ THIS AGREEMENT AND WAIVER AND RELEASE OF LIABILITY, KNOW, UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL.

Applicant's Full Legal Name: _____

Signature: _____ Date: _____

Signature _____

Deposit

EVENT	RESOURCE	DEPOSIT FEE	CHARGE	TAX	AMOUNT PAID	REFUNDS	BALANCE
Placentia Community Chorus	Backs Community Building Main Room	Damage Deposit	\$180.00	\$0.00	\$0.00	\$0.00	\$180.00

Payment Schedules

Original Balance: \$6,413.00 Current Balance: \$6,413.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Sep 4, 2025	\$6,413.00	\$0.00	\$0.00	\$6,413.00

X: _____

X: _____

Date: _____

Date: _____

CITY OF PLACENTIA

Mailing Address: 401 East Chapman Ave, PLACENTIA, CA
92870
Phone Number: (714) 993-8232
Fax Number: (714) 961-0283
Email Address: admin@placentia.org

Placentia Community Chorus

Customer Type: Non-profit Non-resident
Customer ID: 23235
Mailing Address: 679 Brunswick Avenue, Placentia, CA
92870
Organization Phone 1 Number: (714) 994-9573
Organization Phone 2 Number: (714) 394-7144
Authorized Agent Name: Ben Berkley
Primary Phone Number: (714) 994-9573
Email Address: benber150@gmail.com

Lydie Gutfeld

From: benber150@gmail.com
Sent: Tuesday, July 8, 2025 10:26 AM
To: Lydie Gutfeld
Subject: city council reservation fee waiver

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.

Hi Lydie,

As per our previous discussions, please place an agenda item on the July 15 city council calendar as follows:

On behalf of the Placentia Community Chorus, we are requesting that the city council waive the reservation fee for use of the Backs Building for the fiscal year 2025-26.

In consideration, our organization agrees to pay a staff fee of \$1600 to cover the above period. In addition, we will apply for non-profit status so that we can make an application to the city's charitable foundation for future waiving of fees.

Thank you.

Best,

Ben

**AMENDMENT NO. 16 TO
AMENDED, REVISED AND RESTATED AGREEMENT FOR SOLID WASTE
SERVICES BETWEEN
THE CITY OF PLACENTIA AND
REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC**

This Amendment No. 16 (the “Amendment”) is made and entered into effective the 1st day of July 2025, by and between the City of Placentia, a Charter City and Municipal Corporation (“City”), and Republic Waste Services of Southern California, LLC, a wholly owned subsidiary of Republic Services, Inc., a Delaware Limited Liability Company, dba Placentia Disposal for Solid Waste Handling Services (hereinafter “Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i) Effective July 20, 2010, City and Contractor entered into the “Amended, Revised and Restated Agreement” (the “Agreement”).

(ii) The Agreement has been revised thirteen times previously, the most recent revision being the Amendment No. 15, which became effective July 1, 2024.

(iii). City and Contractor have determined that this Amendment is required to adjust the solid waste collection rates per the terms of the Agreement in connection with solid waste handling services for City’s residents and commercial, industrial and municipal entities and agencies within the City.

(iv.) 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. Agreement Amendment

1. *Recitals Incorporated.* In all respects as set forth in the Recitals, Part A., above, the Recitals are incorporated into the Agreement.

2. Contractor shall continue to provide solid waste handling services for City’s residents and commercial, industrial and municipal entities and agencies within the City in accordance with the Agreement.

3. *Exhibit A Rates Revised.* Exhibit “A” of the Agreement hereby is amended to reflect the rates and charges permitted to be charged by Contractor during Fiscal Year 2025-26 as set forth in Exhibit “A” hereto captioned “City of Placentia Rate Summary – Effective July 1, 2025.”

4. *Terms Remain in Effect.* Except as specifically modified herein, all of the remaining terms, conditions and provisions of the Agreement shall remain in full force and effect.

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF MAINTENANCE SERVICES WITH TEAM ONE MANAGEMENT INC.**

This Amendment No. 3 (“Amendment”) to Professional Services Agreement is made and entered into effective the 1ST day of August 2025, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and TEAM ONE MANAGEMENT INC., 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 Professional Services Agreement (“Agreement”) effective July 1st, 2021, through which CONTRACTOR 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 add additional services to the scope of work of porter services and janitorial services for the Civic Center under the Public works Department.

(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. Contract Sum. Consultant’s total compensation shall not exceed One Hundred Thirty-Seven Thousand, Five Hundred Sixty-Two Dollars and Seventy Cents (\$137,562.70).

2. Section 4.1, 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 12 months, ending on July 31, 2026, 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. 3 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. 3 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

