



**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  
September 16, 2025**

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

**Phone: (714) 993-8117**

**Email: [administration@placentia.org](mailto:administration@placentia.org)  
[www.placentia.org](http://www.placentia.org)**

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**Mission Statement**

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

**Vision Statement**

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

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at [www.placentia.org](http://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  
September 16, 2025  
4:30 p.m. - City Council Chambers  
401 E. Chapman Avenue, Placentia, CA  
AND  
Teleconference Location:  
3221 Tubbs Road, Sebring, FL 33870**

**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 54956.9(d)(2)

**CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation**

(3 cases)

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  
September 16, 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:** Chaplin Tony Mercado

**PLEDGE OF ALLEGIANCE:** 2025 City of Placentia Summer Day Camp Participants

**PRESENTATIONS:**

**A. Proclamation of September 2025 Hunger Action Month**

Presenters: Mayor Kirwin and City Council

Recipient: Claudia Keller, CEO of Second Harvest Food Bank

**B. Proclamation of September 17-23, 2025, as Constitution Week**

Presenters: Mayor Kirwin and City Council

Recipients: Debbie Stein, Regent; Cindy Ferguson, Constitution Chair, Mojave Chapter of Daughters of the American Revolution

**C. Proclamation of September 2025 Service Clubs Month**

Presenters: Mayor Kirwin and City Council

Recipients: Various Service Clubs

**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.f):**

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

following action on the remaining items.

1.a [Consideration to Waive Reading in Full of all Ordinances and Resolutions](#)

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

1.b [Registers for September 16, 2025](#)

**Check Register**

Fiscal Impact: \$ 1,927,344.77

**Electronic Disbursement Register**

Fiscal Impact: \$ 1,356,975.93

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

1.c [Annual Military Equipment Report Per CA Assembly Bill No. 481](#)

Fiscal Impact:

None

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

1. Receive and file the annual Military Equipment Report per CA Assembly Bill No. 481; and
2. Adopt Resolution R-2025-46, a Resolution of the City Council of the City of Placentia, California, renewing its Military Equipment Use Policy and Ordinance 0-2022-03.

1.d [Award of Contract to CJ Concrete Construction, Inc. for FY 2025-26 Annual Sidewalk and Curb Ramp Repair Project, City Project No. 26-102](#)

Fiscal Impact:

Expense:	\$140,162.00	Total Construction Costs
	\$127,420.00	Construction Contract Amount
	\$ 12,742.00	Construction Contingency Amount
Available Budget:	\$175,000.00	Fiscal Year 2025-26 CIP Budget (204-90300-9600 Project: 26-102)

Recommended Action: It is recommended the City Council:

1. Award a Public Works Agreement to CJ Concrete Construction, Inc. for the FY 2025-26 Annual Sidewalk and Curb Ramp Repair Project, City Project No. 26-102, in the amount of \$127,420.00; and
2. Reject all other bids received and authorize the return of the bid bonds; and
3. Authorize the City Administrator to approve contact change orders up to 10% or \$12,742.00 for a total construction contract not-to-exceed amount of \$140,162.00; and
4. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

1.e [Amendment No. 2 to Public Works Agreement with PCN3 Inc. for Construction](#)

## Services Related to Phase II of the Public Safety Center Project

### Fiscal Impact:

Expense: \$25,678 Amendment No. 2 for extra work related to Phase II Public Safety Center Project Construction

Available Budget: \$238,534.95 (101-90300-9100 Project:105213)

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

1. Approve Amendment No. 2 to a Public Works Agreement with PCN3 Inc. in the amount of \$25,678; and
2. Authorize the City Administrator and/or her designee to execute the necessary documents, in a form approved by the City Attorney.

### 1.f [Resolution to Adopt Amendments to the City of Placentia Policy and Procedures Manual, Claims Settlement Authorization Policy No. 407](#)

### Fiscal Impact:

None

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2025-47, a Resolution of the City Council of the City of Placentia, Approving and Adopting Amendments to the City of Placentia Policy and Procedures Manual, Claims Settlement Authorization Policy No. 407.

## 2. PUBLIC HEARING:

### 2.a [Consideration of the Chapman Corridor Revitalization Plan which includes the adoption of the Chapman Corridor Revitalization Plan, the Chapman Corridor Streetscape Master Plan, General Plan Amendment \(GPA\) 2025-01, Zone Change \(ZCA\) 2025-03, and Specific Plan Amendment \(SPA\) 2025-01 to establish the Chapman Corridor Specific Plan with new development standards](#)

### Fiscal Impact:

No direct fiscal impacts are associated with this agenda item. Potential significant economic benefit to the local Placentia economy, including jobs, public & private investment, and annual/one-time revenue.

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

1. Open the Public Hearing concerning the Chapman Corridor Revitalization Plan, the Chapman Corridor Streetscape Master Plan, General Plan Amendment (GPA) 2025-01, Zone Change (ZCA) 2025-03, and Specific Plan Amendment (SPA) 2025-01; and
2. Receive the staff report and consider all public testimony; and
3. Close the public hearing; and
4. Adopt Resolution R-2025-48, a Resolution of the City Council of the City of Placentia, California, finding that General Plan Amendment (GPA) 2025-01, Zone Change (ZCA) 2025-03, and Specific Plan Amendment (SPA) 2025-01 are exempt under State California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and approving General Plan Amendment

- (GPA) 2025-01 to change the current land use designation area from existing various designations to “Specific Plan” and to make conforming Land Use Element Amendments for the Chapman Corridor project area; and, approving the Chapman Corridor Streetscape Master Plan; and
5. Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2025-08, an Ordinance of the City Council of the City of Placentia, California approving Zone Change (ZCA) 2025-03 and Specific Plan Amendment (SPA) 2025-01 adding Chapter 23.113 entitled “Chapman Corridor Specific Plan” to the Placentia Municipal Code, adopting the Chapman Corridor Specific Plan with development standards and amending Municipal Code Section 23.08.010 to establish the Chapman Corridor District, and amending the official Zoning Map of the City of Placentia changing the existing zoning for the Chapman Corridor project area from existing various zoning designations to Chapman Corridor Specific plan for the Chapman Corridor Project Area.

### **3. REGULAR AGENDA:**

#### **3.a Designation of Voting Delegate for the 2025 League of California Cities Annual Conference**

Fiscal Impact:

None

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

1. Appoint one (1) City Council Member to serve as delegate to represent the City at the League of California Cities Annual Conference 2025; and
2. Appoint up to two (2) City Council Members as alternates to represent the City at the League of California Cities Annual Conference 2025.

### **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, October 7, 2025, at 5:00 p.m.*

### **CERTIFICATION OF POSTING**

*I, Brooke Lovell, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Financing Authority hereby certify that the Agenda for the September 16, 2025, meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on September 11, 2025.*

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*Brooke Lovell, Deputy City Clerk*



## **PLACENTIA CITY COUNCIL AGENDA REPORT**

Meeting Date: September 16, 2025

Submitted by: Nancy Albitre-Seely

From: City Attorney's Office

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### **Subject:**

Pursuant to Government Code Section 54956.9(d)(2)

### **CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation**

(3 cases)

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



Agenda Item No: 1.a

## **PLACENTIA CITY COUNCIL AGENDA REPORT**

Meeting Date: September 16, 2025

Submitted by: Brooke Lovell

From: City Clerk

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### **Subject:**

Consideration to Waive Reading in Full of all Ordinances and Resolutions

### **Recommendation:**

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



Agenda Item No: 1.b

## **PLACENTIA CITY COUNCIL AGENDA REPORT**

Meeting Date: September 16, 2025

Submitted by: Christian Bandlely

From: Finance

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### **Subject:**

Registers for September 16, 2025

#### **Check Register**

Fiscal Impact: \$ 1,927,344.77

#### **Electronic Disbursement Register**

Fiscal Impact: \$ 1,356,975.93

### **Recommendation:**

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

### **Attachments**

[Check Register 9-4-25.pdf](#)

[Check Register 8-28-25.pdf](#)

[EFT-ACH Register 8-28-25.pdf](#)

[EFT-ACH Register 9-4-25.pdf](#)

City of Placentia  
Check Register 9/4/25

Name	Memo	Amount	Check #	Date
V000706 AMERICAN PUBLIC WORKS ASSOCIATION	APWA Renewal Fee for Chris T	\$ 195.00	135705	9/4/2025
V000616 AT&T	CalNet Charges: July - August 2025	\$ 10,742.17	135706	9/4/2025
V000751 B & M LAWN & GARDEN CENTER	Fire Operations - Facility Equipment	\$ 995.31	135707	9/4/2025
V000872 CITY OF ANAHEIM	Traffic Signal Costs: 7/17/25 - 8/15/25	\$ 70.38	135708	9/4/2025
V000873 CITY OF BREA	Business Cards for the City of Placentia-Recreation	\$ 84.16	135709	9/4/2025
V000877 CITY OF LA HABRA	7/25-9/25 Court Liaison Services	\$ 11,697.25	135710	9/4/2025
V000885 CIVIC PLUS	Website Chatbot	\$ 4,578.61	135711	9/4/2025
V001919 CONTINUUM EFFECTS LLC	Summer 2025 Instructor Payment	\$ 978.00	135712	9/4/2025
V000618 COUNTY OF ORANGE	EIFD Admin Costs	\$ 2,294.56	135713	9/4/2025
V000955 DEPARTMENT OF JUSTICE	July Livescan Processing	\$ 453.00	135714	9/4/2025
V001651 Equifax Workforce Solutions LLC	UNEMPLOYMENT CLAIM CASE MGMT 2025.06.01 TO 2025.08.31	\$ 814.46	135716	9/4/2025
V001023 EVANS GUN WORLD	Aug SWAT Range Training	\$ 350.00	135717	9/4/2025
V001029 FACTORY MOTOR PARTS	FY 25-26: Vehicle Repair Parts	\$ 718.55	135718	9/4/2025
V001810 FIRST AMERICAN DATA TREE LLC	June 2025 Bulk Data Solution Bundle	\$ 566.67	135719	9/4/2025
V001094 GOLDEN STATE WATER COMPANY	Water Charges: July - August 2025	\$ 21,842.23	135720	9/4/2025
V001127 HEALTHPOINTE MEDICAL GROUP INC	Pre-Employment Physical Exam & DOT Physical	\$ 879.00	135721	9/4/2025
V001148 HR GREEN PACIFIC INC	EFID Design: Dec 2024	\$ 36,406.75	135722	9/4/2025
V001862 IOTUM INC.	Callbridge Subscription - AUG 2025	\$ 269.92	135723	9/4/2025
V001848 JOHNNY ALLEN TENNIS ACADEMY	Summer 2025 Instructor Payment	\$ 2,095.20	135724	9/4/2025
V001262 LN CURTIS & SONS	Fire Operations	\$ 2,069.44	135725	9/4/2025
V001262 LN CURTIS & SONS	Fire Operations	\$ 654.71	135726	9/4/2025
V001262 LN CURTIS & SONS	Body Armor - Herren	\$ 929.15	135727	9/4/2025
V001301 MCFADDEN-DALE HARDWARE CO.	Facilities Repair Supplies	\$ 66.90	135728	9/4/2025
V001338 MUNICIPAL EMERGENCY SERVICES INC	Personal Protection Equipment	\$ 2,877.53	135729	9/4/2025
V001339 MUNITEMPS	Records - Deputy City Clerk Temp	\$ 4,213.50	135730	9/4/2025
V001346 NAPA AUTO PARTS	FY 24-25: Vehicle Repair Parts	\$ 71.24	135731	9/4/2025
V001443 PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS INC	Video Monitoring - Pedestrian Bridge	\$ 2,880.00	135732	9/4/2025
V000429 PLACENTIA CITY OF	Watch Commanders petty cash for jail	\$ 52.04	135733	9/4/2025
V001460 PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT	Envelopes	\$ 793.88	135734	9/4/2025
V001473 PREMIER FIRST RESPONDER PSYCHOLOGICAL SERVICES	Aug Officer Therapy Services	\$ 750.00	135735	9/4/2025
V001506 QUENCH USA	Sept PD Water Service	\$ 74.81	135736	9/4/2025
V001553 SANTA ANA RIVER FLOOD PROTECTION AGENCY	SARFPA Dues for FY 2025-26	\$ 1,300.00	135737	9/4/2025
V001567 SECO ELECTRIC & LIGHTING INC	LED Tube Light Cases	\$ 2,806.30	135738	9/4/2025
V002054 SERGIO ROLDAN	Roofing Bond Refund: Bond 30-25-062	\$ 900.00	135739	9/4/2025
V001593 SO CAL GAS	Gas Charges: July to August 2025	\$ 532.62	135740	9/4/2025
V000636 SOUTHERN CALIFORNIA EDISON	August 2025 Electrical Charges	\$ 17,382.44	135741	9/4/2025
V000638 T-MOBILE	7/21-8/20 PD Phone Services	\$ 3,444.90	135742	9/4/2025
V000638 T-MOBILE	Acct 990643611 - Devices & Data	\$ 2,453.18	135743	9/4/2025
V000638 T-MOBILE	6/21-7/20 PD Phone Services	\$ 2,948.70	135744	9/4/2025
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for Finance, Accounting Tech	\$ 1,915.52	135745	9/4/2025
V001814 THE SALVATION ARMY	Navigation Center CS	\$ 970,011.20	135746	8/21/2025
V001678 THINKSUPPLIES.COM	Office Supplies	\$ 50.29	135747	9/4/2025
V001678 THINKSUPPLIES.COM	Office Supplies	\$ 60.14	135748	9/4/2025
V002038 TOILET PARTITIONS EXPERTS INC	McFadden Toilet Partitions	\$ 5,354.00	135749	9/4/2025
V001701 TRANSUNION RISK & ALTERNATIVE	Aug PD Database Transactions	\$ 179.40	135750	9/4/2025
V001740 VERIZON WIRELESS	PW Ipad	\$ 1,918.42	135751	9/4/2025
V001760 WEST GROVE VOLLEYBALL LLC	Summer 2025 Instructor Payment	\$ 865.80	135752	9/4/2025
V001779 YORBA LINDA WATER DISTRICT	Water Charges: July - August 2025	\$ 5,378.46	135753	9/4/2025
V001780 YORBA REGIONAL ANIMAL HOSPITAL	K9 Medical Services - Zero	\$ 63.67	135754	9/4/2025
Total		\$ 1,129,029.46		

City of Placentia  
Check Register 8/28/25

Name	Memo	Amount	Check #	Date
V000651 AAA ELECTRIC MOTOR SALES & SERVICE	Repairs at Tuffree Park	\$ 1,140.00	135632	8/28/2025
V002048 ACTIVE NETWORK, LLC	ACTIVENet - Service Package	\$ 1,400.00	135633	8/28/2025
V000623 ANAHEIM ICE	Recreation Classes - Spring 2025	\$ 631.80	135634	8/28/2025
V000725 ARAMARK REFRESHMENT SERVICES	Coffee Services	\$ 37.00	135635	8/28/2025
V000734 ASSI SECURITY INC	Access Control for PSC	\$ 21,753.22	135636	8/28/2025
V000751 B & M LAWN & GARDEN CENTER	Lawn Equipment	\$ 6,068.30	135637	8/28/2025
V000766 BEAR ELECTRICAL SOLUTIONS INC	May 2025 Response	\$ 15,393.00	135638	8/28/2025
V000794 BRENNAN ESTIMATING SERVICES INC	Fire Alarm Repairs at Police Dispatch Center	\$ 3,760.00	135639	8/28/2025
V001912 CALIFORNIA FIRE CHIEFS ASSOCIATION - AFSS SOUTHERN DIVISION	AFSS South	\$ 60.00	135640	8/28/2025
V000835 CALMAT CO.	Paving Materials	\$ 1,547.26	135641	8/28/2025
V001793 CJ CONCRETE CONSTRUCTION INC.	FY 24-25 Concrete Repair Progr	\$ 66,976.90	135642	8/28/2025
V000903 COMMERCIAL AQUATIC SERVICES	Park Maintenance - June 2025	\$ 2,600.00	135643	8/28/2025
V002046 COUNTY OF ORANGE -HCA	UST Plan Check	\$ 3,893.00	135644	8/28/2025
V002046 COUNTY OF ORANGE -HCA	OC Health - Non-Disposal Site Annual Fee	\$ 644.00	135645	8/28/2025
V000952 DENNIS GRUBB & ASSOCIATES LLC	Fire Operations	\$ 4,950.00	135646	8/28/2025
V001791 EWING	Turf Field and Fairway FY 24/25.	\$ 433.41	135647	8/28/2025
V002041 FABIAN GOMEZ	Damage Deposit Refund	\$ 166.00	135648	8/28/2025
V001031 FAIRWAY FORD	FY 25-26: Vehicle Repair Parts	\$ 569.32	135649	8/28/2025
V001067 FRANCHISE TAX BOARD	PR#2501017 PE8/16, PD8/22	\$ 7.73	135650	8/28/2025
V001092 GOLDEN BELL PRODUCTS	Sewer Manhole Maintenance Supplies	\$ 254.48	135651	8/28/2025
V001094 GOLDEN STATE WATER COMPANY	Golden State Water Charges - 08.18.25	\$ 81,316.67	135652	8/28/2025
V001130 HERC RENTALS INC	NNO Barricade Rental	\$ 1,610.03	135653	8/28/2025
V001140 HI-WAY SAFETY RENTALS INC	Street Supplies - Sign Posts	\$ 1,999.52	135654	8/28/2025
V001161 IMPERIAL SPRINKLER SUPPLY	Irrigation Supplies - Pump with hose	\$ 731.73	135655	8/28/2025
V001880 JARVIS FAY LLP	Legal Services 07/2025 Utility Users Tax	\$ 152.00	135656	8/28/2025
V001822 JENKINS GROUP INC.	Custom Book Publishing Project 100 Year Anniversary	\$ 9,830.34	135657	8/28/2025
V001205 JP CONTRACTORS INC	Roofing Bond Refund: 30-25-094	\$ 1,690.95	135658	8/28/2025
V001208 JV PLUMBING	FY 24-25: City Hall Bathroom Repairs	\$ 626.50	135659	8/28/2025
V001801 KOSMONT TRANSACTIONS SERVICES INC	Project 2307.6 Placentia KMTC	\$ 2,327.89	135660	8/28/2025
V001262 LN CURTIS & SONS	Fire Operations	\$ 645.72	135661	8/28/2025
V001262 LN CURTIS & SONS	Fire Operations	\$ 2,643.92	135662	8/28/2025
V002035 OCY MANAGEMENT LLC	Community Services SMP Program	\$ 7,285.30	135663	8/28/2025
V001396 ORANGE COUNTY EMPLOYEES ASSN	PR#2501017 OCEA UNION DUES	\$ 525.00	135664	8/28/2025
V001409 ORIGINAL WATERMEN	Aquatics uniforms for Summer 2025	\$ 5,228.33	135665	8/28/2025
V001415 PACIFIC EMBROIDERY	FY 24-25: Embroidery Public Works Safety Vests	\$ 60.00	135666	8/28/2025
V001421 PACIFIC WEST AIR CONDITIONING	Park Maintenance	\$ 447.00	135667	8/28/2025
V001434 PCEA C/O NORTH ORANGE CO	PR#2501017 PCEA UNION DUES	\$ 45.36	135668	8/28/2025
V001443 PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS INC	Cameras Video Monitoring - Labor	\$ 3,437.50	135669	8/28/2025
V001460 PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT	Learn to Swim-El Dorado- July 2025	\$ 1,736.00	135670	8/28/2025
V001486 PRUDENTIAL OVERALL SUPPLY	Uniform and Laundry Services: August 20, 2025	\$ 939.60	135671	8/28/2025
V001501 QUADIENT INC	July 2025 - Repairs	\$ 350.00	135672	8/28/2025
V001527 RING CENTRAL INC	Telephone Subscription	\$ 7,865.77	135673	8/28/2025
V001535 ROOF PRO	Roofing Bond Refund: 30-25-082	\$ 100.00	135674	8/28/2025
V000634 SAFETY-KLEEN CORP	City Vehicle Repair - Parts and Supplies	\$ 331.55	135675	8/28/2025
V001549 SAGECREST PLANNING AND ENVIRONMENTAL	July 2025 On-Call Building Inspection Services	\$ 4,076.00	135676	8/28/2025
V002040 SAMUEL NUNGARAY	Damage Deposit Refund	\$ 166.00	135677	8/28/2025
V001558 SC FUELS	Fuel Purchases: 8/1/25 - 8/15/25	\$ 11,913.35	135678	8/28/2025
V001567 SECO ELECTRIC & LIGHTING INC	Fire Station 2 Generator Repla	\$ 86,171.05	135679	8/28/2025

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V001797 SEQUEL CONTRACTORS INC	FY 23-24 Roadway Rehab Constru	\$	108,784.50	135680	8/28/2025
V000679 SERVICE MASTER BIO CLEAN	8/11 Bio Hazard Cleaning Svs	\$	400.00	135681	8/28/2025
V000636 SOUTHERN CALIFORNIA EDISON	SCE Charges - 08.20.2025	\$	97,943.28	135682	8/28/2025
V001606 SOUTHERN CALIFORNIA NEWS GROUP	Newspaper Publications for July 2025	\$	7,758.93	135683	8/28/2025
V001802 STERICYCLE INC	FY 25-26 Shredding Services: July	\$	4,393.82	135684	8/28/2025
V002025 SVT FLEET LLC	Vehicle Maintenance FY25-26	\$	7,170.56	135685	8/28/2025
V002025 SVT FLEET LLC	Vehicle Maintenance FY25-26	\$	6,395.96	135686	8/28/2025
V001650 TAIT ENVIRONMENTAL SERVICES INC	Engineering and Design services: July 2025	\$	26,605.65	135687	8/28/2025
V001658 TEAM ONE MANAGEMENT	FY 25-26 July - Sept Janitorial Services	\$	7,274.75	135688	8/28/2025
V001659 TECHNICOLOR PRINTING	City of Placentia-Lifeguard shirts	\$	466.54	135689	8/28/2025
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for Finance, Accounting Tech	\$	3,831.04	135690	8/28/2025
V001662 THE ART OF DANCE & BALLET ACADEMY	Summer 2025 Instructor Payment	\$	877.50	135691	8/28/2025
V001663 THE BEE MAN	Removal of bees at Bradford Park	\$	510.00	135692	8/28/2025
V001804 THE SHERIDAN GROUP	Public Safety Building	\$	2,551.52	135693	8/28/2025
V001676 THE SHERWIN WILLIAMS COMPANY	City Facilities - Paint Supplies	\$	63.18	135694	8/28/2025
V001678 THINKSUPPLIES.COM	Paper-Office Supplies	\$	887.40	135695	8/28/2025
V001697 TRAFFIC MANAGEMENT	Street Supplies - Paint	\$	489.51	135696	8/28/2025
V001715 TURBO DATA SYSTEMS INC	July Parking Citation Services	\$	2,907.53	135697	8/28/2025
V001716 TURNOUT MAINTENANCE COMPANY LLC	PPE Cleaning	\$	82.00	135698	8/28/2025
V002043 UL LLC	Vehicle Maintenance - T-2	\$	4,541.00	135699	8/28/2025
V001723 UNDERGROUND SERVICE ALERT/SC	Dig Alert Services - July 2025	\$	280.98	135700	8/28/2025
V001732 US BANK PARS #6746022400	PR#2501017 PARS EE & ER	\$	6,036.20	135701	8/28/2025
V001757 WEST COAST ARBORISTS INC	Annual Palm Pruning & Tree Planting	\$	128,390.00	135702	8/28/2025
V002003 WRIGHT LAW	Legal Services JUL 25	\$	11,904.00	135703	8/28/2025
V001779 YORBA LINDA WATER DISTRICT	Sewer Charges - July 2025	\$	1,230.96	135704	8/28/2025
TOTAL		\$	798,315.31		

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Vendor	Date	Memo	Amount	EFT Status
V000856 CENTURY BUSINESS SERVICES INC	8/28/2025	Printer & Copier Contract Charges	\$ 7,010.70	EFT Payment
V000622 AMAZON CAPITAL SERVICES	8/28/2025	Supplies for Community Services Department	\$ 5,842.41	EFT Payment
V001173 INTERNAL REVENUE SERVICE	8/28/2025	PR#2501017 FED WH	\$ 139,020.20	ACH - Paid Online
V002045 MOTOROLA SOLUTIONS CREDIT CO. LLC	8/28/2025	Motorola PSB Lease	\$ 152,861.70	EFT Payment
V000629 KRONOS SAASHR, INC	8/28/2025	UKG Subscription	\$ 7,033.12	EFT Payment
V002051 KRONOS INCORPORATED	8/28/2025	Telestaff	\$ 6,810.00	EFT Payment
V000831 CALIFORNIA STATE DISBURSEMENT UNIT	8/28/2025	PR#2501017 CHILD SUPPORT - CA	\$ 1,812.44	ACH - Paid Online
V001007 EMPLOYMENT DEVELOPMENT DEPT	8/28/2025	PR#2501017 CA STATE WH	\$ 43,496.72	ACH - Paid Online
V000743 AVENU INSIGHTS & ANALYTICS LLC	8/28/2025	Short Term Rental Setup & Compliance Pro Bundle	\$ 11,000.00	EFT Payment
V002045 MOTOROLA SOLUTIONS CREDIT CO. LLC	8/28/2025	800 MHz Lease Payment	\$ 41,867.53	EFT Payment
V001325 MISSION SQUARE	8/28/2025	PR#2501017 401A FIRE	\$ 13,745.47	ACH - Paid Online
V001752 WASHINGTON STATE DEPARTMENT OF	8/28/2025	PR#2501017 CHILD SUPPORT - WA	\$ 823.09	ACH - Paid Online
V001453 PLACENTIA FIREFIGHTERS ASSOCIATION	8/27/2025	PR#2501017 PFFA UNION DUES	\$ 1,050.00	EFT Payment
V001457 PLACENTIA POLICE MANAGEMENT	8/28/2025	PR#2501017 PPMA UNION DUES	\$ 1,303.65	EFT Payment
V001458 PLACENTIA POLICE OFFICERS ASSOCIATION	8/28/2025	PR#2501017 PPOA UNION DUES	\$ 2,982.47	EFT Payment
V001486 PRUDENTIAL OVERALL SUPPLY	8/28/2025	Uniform and Laundry Services: August 06, 2025	\$ 156.60	EFT Payment
V000105 SPENCER BRANDON	8/28/2025	Tuition Reimbursement 25.26-03	\$ 720.00	EFT Payment
V000288 LEE JANICE	8/28/2025	Mileage GIS Users Group Mtg. on 8-19-25	\$ 29.19	EFT Payment
V000198 GONZALES ANDREW A	8/28/2025	Tuition Reimbursement #25.26-05	\$ 1,620.00	EFT Payment
V002037 MARCUS A RYCKMAN	8/27/2025	Tuition Reimbursement - #25.26-06	\$ 1,215.00	EFT Payment
V000330 MARTINEZ JOHN	8/28/2025	Meals and Miles Crisis Negotiations Team Leadership	\$ 362.00	EFT Payment
E000004 ALBERT BERMUDEZ	8/28/2025	RETIREE SEPTEMBER 2025	\$ 564.00	EFT Payment
E000008 ANDREW DEAN	8/28/2025	RETIREE SEPTEMBER 2025	\$ 1,814.00	EFT Payment
E000013 ARLENE M COOK	8/28/2025	RETIREE SEPTEMBER 2025	\$ 526.78	EFT Payment
E000014 ARTHUR BURGNER	8/28/2025	RETIREE SEPTEMBER 2025	\$ 526.78	EFT Payment
E000019 CAROLYN DAVIS	8/28/2025	RETIREE SEPTEMBER 2025	\$ 184.39	EFT Payment
E000020 CHARLES A BABCOCK	8/28/2025	RETIREE SEPTEMBER 2025	\$ 349.00	EFT Payment
E000033 DONALD BUNNELL	8/28/2025	RETIREE SEPTEMBER 2025	\$ 526.78	EFT Payment
E000039 GEOFFREY COBBETT	8/28/2025	RETIREE SEPTEMBER 2025	\$ 526.78	EFT Payment
E000049 JAMIE DELOS SANTOS	8/28/2025	RETIREE SEPTEMBER 2025	\$ 250.31	EFT Payment
E000051 JAY SCOTT AUDISS	8/28/2025	RETIREE SEPTEMBER 2025	\$ 2,369.95	EFT Payment
E000058 JOHN P CHANDLER	8/28/2025	RETIREE SEPTEMBER 2025	\$ 1,406.65	EFT Payment
E000059 JOHN T ARMSTRONG	8/28/2025	RETIREE SEPTEMBER 2025	\$ 1,136.00	EFT Payment
E000080 MARLA ANDERSON	8/28/2025	RETIREE SEPTEMBER 2025	\$ 526.78	EFT Payment
E000085 MICHAEL BUSSE	8/28/2025	RETIREE SEPTEMBER 2025	\$ 763.50	EFT Payment
E000093 PRESTON DAVID	8/28/2025	RETIREE SEPTEMBER 2025	\$ 526.78	EFT Payment
V002042 EMERGENCY AMBULANCE SERVICE, INC	8/28/2025	ALS Emergency Medical Services - July 2025	\$ 61,666.67	EFT Payment
E000096 ROBERT CHANG	8/28/2025	RETIREE SEPTEMBER 2025	\$ 866.44	EFT Payment
E000097 ROBERT D'AMATO	8/28/2025	RETIREE SEPTEMBER 2025	\$ 184.39	EFT Payment
E000098 ROBERTA JO DICKSON	8/28/2025	RETIREE SEPTEMBER 2025	\$ 184.39	EFT Payment
E000101 SHARLENE BEALS	8/28/2025	RETIREE SEPTEMBER 2025	\$ 184.39	EFT Payment
E000126 Aldwir Mamoun	8/28/2025	RETIREE SEPTEMBER 2025	\$ 869.44	EFT Payment
E000137 DOWNEY CAROL	8/28/2025	RETIREE SEPTEMBER 2025	\$ 526.78	EFT Payment
E000143 ECKENRODE NORMAN	8/28/2025	RETIREE SEPTEMBER 2025	\$ 526.78	EFT Payment
E000150 ESCOBOSA LILLIAN	8/28/2025	RETIREE SEPTEMBER 2025	\$ 426.70	EFT Payment
E000152 ESPINOZA ROSALINDA	8/28/2025	RETIREE SEPTEMBER 2025	\$ 564.00	EFT Payment
E000171 FRICKE JUERGEN	8/28/2025	RETIREE SEPTEMBER 2025	\$ 965.00	EFT Payment
E000172 FULLER GLENN H	8/28/2025	RETIREE SEPTEMBER 2025	\$ 965.00	EFT Payment

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E000173 GALLANT KAREN	8/28/2025	RETIREE SEPTEMBER 2025	\$	526.78	EFT Payment
E000184 GARNER JO ANN	8/28/2025	RETIREE SEPTEMBER 2025	\$	184.39	EFT Payment
E000185 GARNER KITTY	8/28/2025	RETIREE SEPTEMBER 2025	\$	869.44	EFT Payment
E000213 GRIMM DENNIS L	8/28/2025	RETIREE SEPTEMBER 2025	\$	349.00	EFT Payment
E000239 HOLTSCLOW KATHERINE	8/28/2025	RETIREE SEPTEMBER 2025	\$	564.00	EFT Payment
E000249 IRVINE SUZETTE	8/28/2025	RETIREE SEPTEMBER 2025	\$	526.78	EFT Payment
E000254 JENKINS ROBERT	8/28/2025	RETIREE SEPTEMBER 2025	\$	1,011.40	EFT Payment
E000255 JOHNSON SHARON	8/28/2025	RETIREE SEPTEMBER 2025	\$	184.39	EFT Payment
E000256 JONES ROBERT	8/28/2025	RETIREE SEPTEMBER 2025	\$	284.25	EFT Payment
E000258 JUAREZ JANET	8/28/2025	RETIREE SEPTEMBER 2025	\$	184.39	EFT Payment
E000259 JUDD TERRELL	8/28/2025	RETIREE SEPTEMBER 2025	\$	526.78	EFT Payment
E000272 KIRKLAND RICHARD L	8/28/2025	RETIREE SEPTEMBER 2025	\$	184.39	EFT Payment
E000299 LITTLE DIANE M	8/28/2025	RETIREE SEPTEMBER 2025	\$	426.70	EFT Payment
E000301 LOOMIS CORINNE	8/28/2025	RETIREE SEPTEMBER 2025	\$	564.00	EFT Payment
E000310 LOWREY B J	8/28/2025	RETIREE SEPTEMBER 2025	\$	349.00	EFT Payment
E000320 MAERTZWEILER MICHAEL L	8/28/2025	RETIREE SEPTEMBER 2025	\$	526.78	EFT Payment
E000336 MCELHINNEY JAMES	8/28/2025	RETIREE SEPTEMBER 2025	\$	892.70	EFT Payment
E000346 MILANO JAMES	8/28/2025	RETIREE SEPTEMBER 2025	\$	526.78	EFT Payment
E000348 MILLER RICHARD	8/28/2025	RETIREE SEPTEMBER 2025	\$	965.00	EFT Payment
E000349 MILLSAP SCOTT	8/28/2025	RETIREE SEPTEMBER 2025	\$	2,051.70	EFT Payment
E000372 NAJERA JOSEPH D.	8/28/2025	RETIREE SEPTEMBER 2025	\$	564.00	EFT Payment
E000389 OLEA ARLENE J	8/28/2025	RETIREE SEPTEMBER 2025	\$	526.78	EFT Payment
E000399 PALMER GEORGE	8/28/2025	RETIREE SEPTEMBER 2025	\$	965.00	EFT Payment
E000403 PASCARELLA RICHARD	8/28/2025	RETIREE SEPTEMBER 2025	\$	2,201.80	EFT Payment
E000404 PASCUA RAYNALD	8/28/2025	RETIREE SEPTEMBER 2025	\$	869.44	EFT Payment
E000405 PASPALL MIHAJLO	8/28/2025	RETIREE SEPTEMBER 2025	\$	526.78	EFT Payment
E000413 PEREZ ROBERT	8/28/2025	RETIREE SEPTEMBER 2025	\$	184.39	EFT Payment
E000420 PICHON WALTER	8/28/2025	RETIREE SEPTEMBER 2025	\$	426.70	EFT Payment
E000423 PINEDA MATEO	8/28/2025	RETIREE SEPTEMBER 2025	\$	526.78	EFT Payment
E000426 PISCHEL STEPHEN	8/28/2025	RETIREE SEPTEMBER 2025	\$	869.44	EFT Payment
E000431 POINT ERIC	8/28/2025	RETIREE SEPTEMBER 2025	\$	2,369.95	EFT Payment
E000445 REDIFER KIM R	8/28/2025	RETIREE SEPTEMBER 2025	\$	965.00	EFT Payment
E000449 REYES ROGER T	8/28/2025	RETIREE SEPTEMBER 2025	\$	526.78	EFT Payment
E000452 REYNOLDS MATTHEW	8/28/2025	RETIREE SEPTEMBER 2025	\$	564.00	EFT Payment
E000453 RICE RUSSELL J	8/28/2025	RETIREE SEPTEMBER 2025	\$	1,384.00	EFT Payment
E000456 RIVERA AIDA	8/28/2025	RETIREE SEPTEMBER 2025	\$	184.39	EFT Payment
E000458 ROACH MICHAEL	8/28/2025	RETIREE SEPTEMBER 2025	\$	908.85	EFT Payment
E000459 ROBB SANDRA	8/28/2025	RETIREE SEPTEMBER 2025	\$	184.39	EFT Payment
E000480 ROSE RICHARD D	8/28/2025	RETIREE SEPTEMBER 2025	\$	869.44	EFT Payment
E000485 RUIZ ARNULFO	8/28/2025	RETIREE SEPTEMBER 2025	\$	1,286.00	EFT Payment
E000492 SALE LEE R	8/28/2025	RETIREE SEPTEMBER 2025	\$	526.78	EFT Payment
E000496 SANCHEZ LAURA	8/28/2025	RETIREE SEPTEMBER 2025	\$	184.39	EFT Payment
E000505 SCHLIEDER BEVERLY	8/28/2025	RETIREE SEPTEMBER 2025	\$	869.44	EFT Payment
E000525 SMITH WARD	8/28/2025	RETIREE SEPTEMBER 2025	\$	323.65	EFT Payment
E000527 SOTO PHILIP J	8/28/2025	RETIREE SEPTEMBER 2025	\$	526.78	EFT Payment
E000528 SPRAGUE GARY A	8/28/2025	RETIREE SEPTEMBER 2025	\$	965.00	EFT Payment
E000529 STEPHEN JEFFREY	8/28/2025	RETIREE SEPTEMBER 2025	\$	869.44	EFT Payment
E000537 TAYLOR DAVID M	8/28/2025	RETIREE SEPTEMBER 2025	\$	577.00	EFT Payment
E000538 TAYLOR LINDA	8/28/2025	RETIREE SEPTEMBER 2025	\$	564.00	EFT Payment

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E000542 THOMANN DARYLL L	8/28/2025 RETIREE SEPTEMBER 2025	\$ 1,011.40	EFT Payment
E000558 TRIFOS WILLIAM	8/28/2025 RETIREE SEPTEMBER 2025	\$ 965.00	EFT Payment
E000565 VALENTINE THOMAS	8/28/2025 RETIREE SEPTEMBER 2025	\$ 1,975.70	EFT Payment
E000577 VERSTYNEN WILLIAM	8/28/2025 RETIREE SEPTEMBER 2025	\$ 184.39	EFT Payment
E000584 WAHL KATHLEEN A	8/28/2025 RETIREE SEPTEMBER 2025	\$ 184.39	EFT Payment
E000590 WIEST STEPHEN	8/28/2025 RETIREE SEPTEMBER 2025	\$ 526.78	EFT Payment
E000597 WORDEN LARRY M	8/28/2025 RETIREE SEPTEMBER 2025	\$ 577.00	EFT Payment
E000601 YAMAGUCHI BRIAN	8/28/2025 RETIREE SEPTEMBER 2025	\$ 908.85	EFT Payment
E000614 ZINN JOHN	8/28/2025 RETIREE SEPTEMBER 2025	\$ 564.00	EFT Payment
E002027 BRYCE ANGEL	8/28/2025 RETIREE SEPTEMBER 2025	\$ 1,814.00	EFT Payment
V002047 KEVIN KOURA	8/26/2025 K Koura Supplemental Buyout	\$ 4,014.67	EFT Payment
Total		\$ 567,425.97	

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Vendor	Date	Memo	Amount	EFT Status
V000934 CSG CONSULTANTS INC	9/4/2025	June 2025 On-Call Building Inspector/Permit Tech. Services	\$ 36,690.50	EFT Payment
V001164 INFRASTRUCTURE ENGINEERS	9/4/2025	JULY 2025 PLAN CHECK FEES	\$ 64,802.50	EFT Payment
V000628 KOSMONT COMPANIES	9/4/2025	June 2025 EIFD Annual Report	\$ 4,850.40	EFT Payment
V000368 MURPHY RYAN	9/4/2025	EMT Reimbursement	\$ 162.00	EFT Payment
V000003 ALAN CLEVELAND	9/4/2025	Meals and Mileage for SRO Summit	\$ 157.70	EFT Payment
V000556 TREJO DANIELA	9/4/2025	Tuition Reimbursement #24-20	\$ 344.25	EFT Payment
V000622 AMAZON CAPITAL SERVICES	9/4/2025	Fire Operations - Amazon	\$ 1,048.79	EFT Payment
V000622 AMAZON CAPITAL SERVICES	9/4/2025	Amazon - Administration	\$ 118.17	EFT Payment
V000628 KOSMONT COMPANIES	9/4/2025	June 2025 EIFD	\$ 1,056.25	EFT Payment
V002052 SENULA S LIYANAGE	9/4/2025	TRAVEL ADVANCE LIYANAGE FOR 9/28/25	\$ 900.50	EFT Payment
V000622 AMAZON CAPITAL SERVICES	9/4/2025	August Office Supplies - DS	\$ 788.12	EFT Payment
V001173 INTERNAL REVENUE SERVICE	9/4/2025	PR#2501017 FED WH-K. Koura	\$ 604.67	ACH - Paid Online
V000622 AMAZON CAPITAL SERVICES	9/4/2025	Office & Coffee Supplies	\$ 225.04	EFT Payment
V001007 EMPLOYMENT DEVELOPMENT DEP	9/4/2025	PR# Buy Back CA STATE WH-K. Koura	\$ 176.00	ACH - Paid Online
Total			\$ 111,924.89	
		Payroll #2501018, pay date 9-5-25	\$ 677,625.07	
		Grand Total	\$ 789,549.96	



Agenda Item No: 1.c

## **PLACENTIA CITY COUNCIL AGENDA REPORT**

Meeting Date: September 16, 2025

Submitted by: Michael MacCubbin

From: Police Department

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### **Subject:**

Annual Military Equipment Report Per CA Assembly Bill No. 481

### **Financial Impact:**

#### Fiscal Impact:

None

### **Summary:**

On September 30, 2021, Governor Newsom approved Assembly Bill 481. The Bill requires law enforcement agencies to obtain approval from the applicable governing body (City Council), by adoption of a military equipment use policy, as specified by ordinance at a regular meeting prior to taking certain actions relating to the funding, acquisition, or use of military equipment.

On May 17, 2022, the City Council for the City of Placentia adopted Ordinance 0-2022-03 adopting a Military Equipment Use Policy governing the law enforcement's use of items that are deemed "military equipment" under AB 481. Since then, Placentia Police Department (PPD) has successfully maintained the military equipment in accordance with the policy. Government Code section 7072(a) requires the Police Department submit to the City Council an annual report that includes:

- A summary of how the military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning the military equipment.
- The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs.
- The quantity possessed for each type of military equipment.
- If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

On August 5, 2025, the Police Department hosted a community engagement meeting at National Night Out (110 E. Yorba Linda Blvd., Placentia). Designated personnel were at a table to provide community members the opportunity to comment on, discuss, and ask questions regarding the annual report. There were no community members that had questions or comments regarding the annual military report. The policy and Annual Report are attached with this Staff Report.

**Recommendation:**

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

1. Receive and file the annual Military Equipment Report per CA Assembly Bill No. 481; and
2. Adopt Resolution R-2025-46, a Resolution of the City Council of the City of Placentia, California, renewing its Military Equipment Use Policy and Ordinance 0-2022-03.

**Strategic Plan Statement:**

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

The AB 481 Annual Military Equipment Report supports Strategic Goal 2 by ensuring the Police Department has the tools and resources it needs to maintain operational readiness. This report also ensures City Council and the community are aware of the equipment used by the Police Department.

**Discussion:**

AB 481 requires annual approval of use, reporting, and oversight in purchasing and maintaining items deemed “military equipment.”

The term “military equipment,” as used in AB 481, does not necessarily indicate equipment used by the military. Items deemed to be “military equipment” include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper ball launchers, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and flashbangs. The list of items considered “military equipment” by AB 481 are employed by many law enforcement agencies across the country as best practices to enhance citizen and officer safety.

The intent of the annual community engagement meeting was to provide local transparency on all department equipment deemed “military equipment.” Comments and concerns shared by community participants are intended to be shared with the council as part of their decision making and annual approval process. The community engagement meeting for AB 481 was advertised in the Placentia City Weekly and on the Placentia Police Department’s website. The meeting was held at National Night Out (110 E. Yorba Linda Blvd., Placentia) on August 5, 2025, at 5:00 P.M. Designated personnel were at a table to provide community members the opportunity to comment on, discuss, and ask questions regarding the annual report. There were no community members that had questions or comments regarding the annual military report.

**Attachments**

[2024 Annual Military Equipment Report Final- Word.pdf](#)  
[Resolution No. R-2025-46.docx](#)

# PLACENTIA

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## POLICE DEPARTMENT

### POLICY 706

#### **Military Equipment**

##### **706.1 PURPOSE AND SCOPE**

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

##### **706.1.1 DEFINITIONS**

Definitions related to this policy include (Government Code § 7070):

“Governing body” – The elected or appointed body that oversees the Department.

“Military equipment” – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.

- Flashbang grenades, explosive breaching tools, tear gas and pepper balls (excluding standard, service-issued handheld pepper spray).
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- The following projectile launch platforms and their associated munitions: 40 mm projectile launchers, bean bag, rubber bullet, and specialty impact munition (SIM) weapons. .
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

## **706.2 POLICY**

It is the policy of the Placentia Police Department that members of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

## **706.3 MILITARY EQUIPMENT COORDINATOR**

The Chief of Police should designate a member of this Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- a. Acting as liaison to the governing body for matters related to the requirements of this policy.
- b. Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- c. Conducting an inventory of all military equipment at least annually.
- d. Collaborating with any allied agency that may use military equipment within the jurisdiction of Placentia Police Department (Government Code § 7071).
- e. Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  1. Publicizing the details of the meeting.
  2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- f. Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department website (Government Code § 7072).

- g. Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

#### **706.4 MILITARY EQUIPMENT INVENTORY**

The following constitutes a list of qualifying equipment for the Placentia Police Department:

[See attachment: Placentia Police Dept Military Equipment Inventory.pdf](#)

#### **706.5 APPROVAL**

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the Department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- a. Requesting military equipment made available pursuant to 10 USC § 2576a.
- b. Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- c. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- d. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.
- e. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- f. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- g. Acquiring military equipment through any means not provided above.

#### **706.6 COORDINATION WITH OTHER JURISDICTIONS**

Military equipment deployed or used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Any military equipment that is deployed or used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies. Situations may arise where the

Placentia Police Department may deploy or use military equipment owned by other law enforcement agencies, in these situations, the Placentia Police Department is authorized to deploy or use a different agency's military equipment as authorized in Section 710.4 of this policy.

The Placentia Police Department hereby adopts the military equipment use policy as is approved, and may be amended from time to time, under Government Code section 7070 et seq., for jurisdictions that the Placentia Police Department may engage with to provide mutual aid. This section is in no way a limitation to the ability of the Placentia Police Department to deploy or use the military equipment of another jurisdiction.

### **706.7 ANNUAL REPORT**

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

### **706.8 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

### **706.9 COMPLIANCE PROCEDURE**

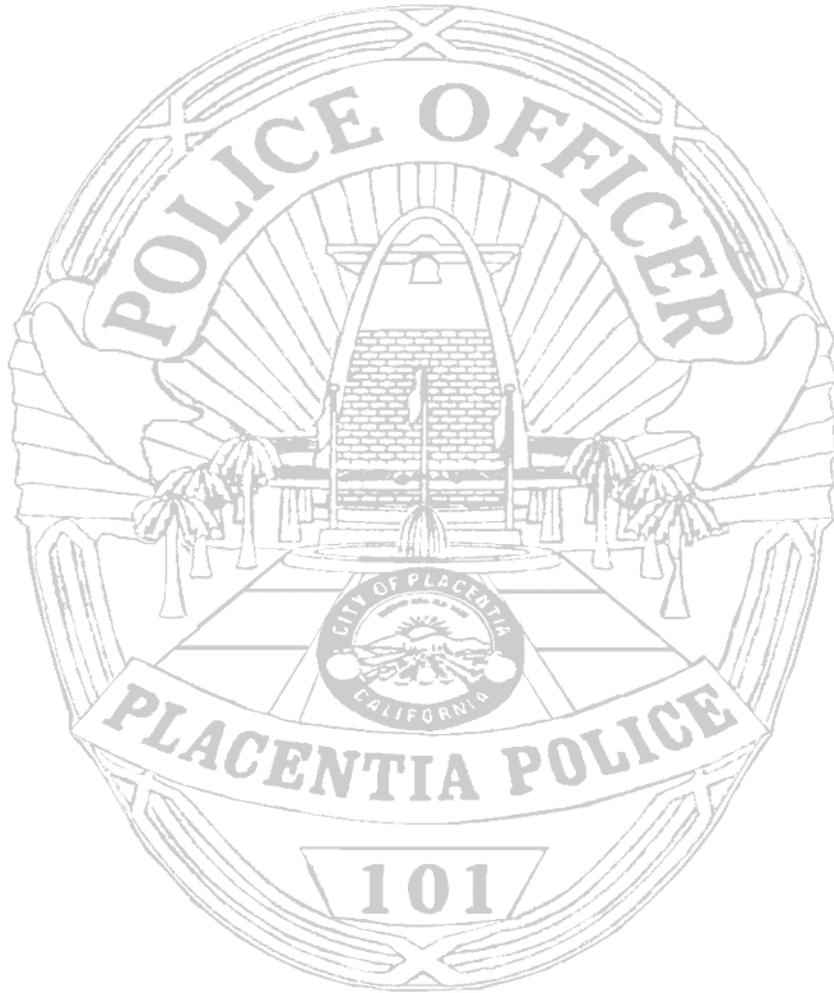
This procedure is to ensure compliance with the military equipment use policy. All complaints, concerns, or questions submitted regarding this policy will be handled pursuant to the Department's normal complaint process and handled in a timely manner.

# **PLACENTIA**

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## **POLICE DEPARTMENT**

### **2024 ANNUAL MILITARY EQUIPMENT REPORT**



## ATTACHMENTS

**ATTACHMENT A**

The department prides itself in the substantial and ongoing training that the department provides to its employees on a range of matters including use of force, engagement tactics, proper use of equipment including the equipment declared to be "military equipment" under AB 481 (Gov't Code 7070 et seq.). Throughout this report, when \$0 is listed for costs incurred, that means that the department did not incur any additional expenses beyond that which the department would have expended if did not authorize the use of the "military equipment" at issue, and not that employees have not been trained in the use of equipment.

**(a) LENCO BEARCAT**

1. **Purpose of Equipment:** The Lenco Bearcat is used as a mobile shield for officers to conduct rescue and tactical operations safely. It allows officers to conduct these operations from a safer and more tactically sound position, which can assist in the de-escalation and the peaceful resolve of a critical incident.
2. **Use of Equipment in 2024:** The Lenco Bearcat was used to transport SWAT operators during operations/training.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$1,000
  - a. **Acquisition:** None
  - b. **Personnel:** None
  - c. **Training:** Approximately \$1,000 spread out through the year for NCS Operators to receive familiarization training.
  - d. **Transportation:** None
  - e. **Maintenance:** None
  - f. **Storage:** None
  - g. **Upgrade:** None
  - h. **Other ongoing costs:** None
6. **Quantity Currently Possessed:** 2 - One Bearcat is owned and maintained by the Fullerton Police Department and the second is owned

and maintained by the La Habra Police Department. Both Bearcats are used by North County SWAT, which operates in Placentia.

7. **2025 Acquisition Plans / Source of Funding:** None

(b) **MOBILE COMMAND POST VEHICLE (MCV)**

1. **Purpose of Equipment:** The mobile command vehicle was used during public events and critical incidents. The mobile command vehicle is a vehicle based mobile office that provides shelter and access to department computer systems during extended events.

2. **How the Equipment was used in 2024:** The MCV was used for the Heritage Day Parade as the Command Post.

3. **Concerns and Complaints Received:** None

4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.

5. **Total Annual Cost:** \$5,000

a. **Acquisition:** None

b. **Personnel:** None

c. **Training:** None

d. **Transportation:** None

e. **Maintenance:** None

f. **Storage:** None

g. **Upgrade:** None

h. **Other ongoing costs:** \$5,000 for repairs.

6. **Quantity Currently Possessed:** 1

7. **2025 Acquisition Plans / Source of Funding:** None

(c) **REMINGTON 870 SHOTGUN, MODIFIED WITH A BREACHING BARREL**

1. **Purpose of Equipment:** It is used to breach locked doors, which allows SWAT operators to enter fortified locations and rescues victims, apprehend wanted suspects and secure evidence.

2. **How the Equipment was used in 2024:** This was not used in 2024.

3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$0
  - a. Acquisition: None
  - b. Personnel: None
  - c. Training: None
  - d. Transportation: None
  - e. Maintenance: None
  - f. Storage: None
  - g. Upgrade: None
  - h. Other ongoing costs: None
6. **Quantity Currently Possessed:** 1
7. **2025 Acquisition Plans / Source of Funding:** None

(d) **ROYAL ARMS TACTICAL ENTRY SAFE CLAYVON BREACHING SHOTGUN ROUNDS**

1. **Purpose of equipment:** This is a round that is fired from a breaching shotgun and is used to disable deadbolts, locks and hinges, which allows operators to enter fortified locations and rescues victims, apprehend wanted suspects and secure evidence.
2. **How the equipment was used in 2024:** This was not used in 2024.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$0
  - a. Acquisition: None
  - b. Personnel: None
  - c. Training: None

- d. Transportation: None
- e. Maintenance: None
- f. Storage: None
- g. Upgrade: None
- h. Other ongoing costs: None
- 6. **Quantity Currently Possessed:** 39
- 7. **2025 Acquisition Plans / Source of Funding:** None

(e) **KINETIC BREACHING TOOL (KBT) MODEL 3-100**

- 1. **Purpose of Equipment:** This tool is currently not owned or used by the Placentia Police Department. It is anticipated this tool may be used or purchased by the Placentia Police Department in the future. The tool's purpose is to breach locked doors, which allows operators to enter fortified locations and rescues victims, apprehend wanted suspects and secure evidence.
- 2. **How the Equipment was used in 2024:** N/A
- 3. **Concerns and Complaints Received:** None
- 4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
- 5. **Total Annual Cost:** \$12,600 (anticipated)
  - a. Acquisition: Up to \$12,000 (anticipated)
  - b. Personnel: \$500 a year in training time for NCS Operators (anticipated).
  - c. Training: \$100 a year for munitions (anticipated).
  - d. Transportation: None
  - e. Maintenance: None
  - f. Storage: None
  - g. Upgrade: None
  - h. Other ongoing costs: None
- 6. **Quantity Currently Possessed:** 0

7. **2025 Acquisition Plans / Source of Funding:** One KBT is being sought for the next fiscal year. The funding source would be from the general fund.

(f) **SIG SAUER MCX RIFLE, 5.56MM, 11.5” BARREL**

1. **Purpose of Equipment:** This tool enables officers, when in compliance with the Placentia Police Department’s Use of Force Policy, to address medium to long distance threats who are heavily armed, armored or both. In both short and long-distance deployments, they allow officers precise shot placement minimizing the risk to officers and innocent citizens.
2. **How the Equipment was used in 2024:** The MCX rifle was deployed multiple times during high-risk encounters where armed resistance was anticipated. Although deployed, the MCX rifle was not discharged outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$14,750
  - a. Acquisition: None
  - b. Personnel: \$5,000 a year in training time for Officers.
  - c. Training: \$7,000 a year for munitions.
  - d. Transportation: None
  - e. Maintenance: \$2,700 was spent to replace/upgrade broken and worn-out suppressors. \$50 for cleaning supplies.
  - f. Storage: None
  - g. Upgrade: None
  - h. Other ongoing costs: None
6. **Quantity Currently Possessed:** 50
7. **2025 Acquisition Plans / Source of Funding:** None

(g) **COLT, AR-15 A3, 16.1” BARREL**

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1. **Purpose of Equipment:** This tool enables officers, when in compliance with the Placentia Police Department's Use of Force Policy, to address medium to long distance threats who are heavily armed, armored or both. In both short and long-distance deployments, they allow officers precise shot placement minimizing the risk to officers and innocent citizens.
2. **How the Equipment was used in 2024:** The Colt rifle was deployed multiple times during high-risk encounters where armed resistance was anticipated. Although deployed, the Colt rifle was not discharged outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$550
  - a. Acquisition: None
  - b. Personnel: None
  - c. Training: \$500
  - d. Transportation: None
  - e. Maintenance: \$50 for cleaning supplies.
  - f. Storage: None
  - g. Upgrade: None
  - h. Other ongoing costs: None
6. **Quantity Currently Possessed:** 10
7. **2025 Acquisition Plans / Source of Funding:** None

(h) **COLT, MODEL M4, 5.56, 10.5" BARREL**

1. **Purpose of Equipment:** The Colt M4 is primarily used as a force-on-force training tool with the use of marking cartridges. It is also kept in operational condition to be used as a spare rifle if an officer's Sig MCX rifle becomes damaged, inoperable, or current stock cannot fill the quantity of rifles needed. Outside of training, this tool enables officers, when in compliance with the Placentia Police Department's Use of Force Policy, to address medium to long distance threats who are heavily

armed, armored or both. In both short and long-distance deployments, they allow officers precise shot placement minimizing the risk to officers and innocent citizens.

2. **How the Equipment was used in 2024:** The Colt M4 was not deployed outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$50
  - a. Acquisition: None
  - b. Personnel: None
  - c. Training: None
  - d. Transportation: None
  - e. Maintenance: \$50 for cleaning supplies.
  - f. Storage: None
  - g. Upgrade: None
  - h. Other ongoing costs: None
6. **Quantity Currently Possessed:** 8
7. **2025 Acquisition Plans / Source of Funding:** None

(i) **BOLT ACTION .308 CAL RIFLE:**

1. **Purpose of Equipment:** Sniper rifles enable officers, when in compliance with the Placentia Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. They allow officers precision shot placement, minimizing the risk to officers and innocent citizens.
2. **How the Equipment was used in 2024:** The .308 caliber bolt action rifle was deployed multiple times during high-risk encounters where armed resistance was anticipated. Although deployed, the .308 caliber bolt action rifle was not discharged outside of a training environment.
3. **Concerns and Complaints Received:** None

4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$6,050
  - i. **Acquisition:** None
  - j. **Personnel:** \$5,000 a year in training time for certified SWAT Snipers.
  - k. **Training:** \$1,000 a year for munitions.
  - l. **Transportation:** None
  - m. **Maintenance:** \$\$50 for cleaning supplies.
  - n. **Storage:** None
  - o. **Upgrade:** None
  - p. **Other ongoing costs:** None
6. **Quantity Currently Possessed:** 2
7. **2025 Acquisition Plans / Source of Funding:** None

(j) **DEFENSE TECHNOLOGY #25, TACTICAL DIVERSIONARY DISTRACTION DEVICE**

1. **Purpose of Equipment:** Outside of a training environment, the Defense Technology #25 Noise Flash Diversionary Device (NFDD) has been used by NCS to disorient or divert a suspect's attention away from SWAT Officers. It has also been used as a signaling tool to assist in safely initiating communications with suspects. The purpose of an NFDD is to distract dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. It produces atmospheric overpressure and brilliant white light, which can cause short-term (6-8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.
2. **How the Equipment was used in 2024:** This equipment was not deployed outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.

5. **Total Annual Cost:** \$500
  - a. Acquisition: None
  - b. Personnel: None
  - c. Training: \$500 for training NCS Operators
  - d. Transportation: None
  - e. Maintenance: None
  - f. Storage: None
  - g. Upgrade: None
  - h. Other ongoing costs: None
6. **Quantity Currently Possessed:** 44
7. **2025 Acquisition Plans Source of Funding:** None

(k) **DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE**

1. **Purpose of Equipment:** The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
2. **How the Equipment was used in 2024:** This equipment was not deployed outside of a training environment..
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$500
  - a. Acquisition: None
  - b. Personnel: None
  - c. Training: \$500 for training NCS Operators
  - d. Transportation: None

- e. Maintenance: None
- f. Storage: None
- g. Upgrade: None
- h. Other ongoing costs: None
- 6. **Quantity Currently Possessed**: 2
- 7. **2025 Acquisition Plans / Source of Funding**: Replenish stock (5). The funding source would be from the general fund.

(I) **DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE**

- 1. **Purpose of Equipment**: The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
- 2. **How the Equipment was used in 2024**: This equipment was not deployed outside of a training environment.
- 3. **Concerns and Complaints Received**: None
- 4. **Internal Audit Results and Response**: The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
- 5. **Total Annual Cost**: \$500
  - a. Acquisition: None
  - b. Personnel: None
  - c. Training: \$500 for training NCS Operators
  - d. Transportation: None
  - e. Maintenance: None
  - f. Storage: None
  - g. Upgrade: None
  - h. Other ongoing costs: None
- 6. **Quantity Currently Possessed**: 5

7. **2025 Acquisition Plans / Source of Funding:** Replenish stock (5). The funding source would be from the general fund.

(m) **DEFENSE TECHNOLOGY, OC VAPOR AEROSOL GRENADE**

1. **Purpose of Equipment:** The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
2. **How the Equipment was used in 2024:** This equipment was not deployed outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$500
  - a. Acquisition: \$0
  - b. Personnel: None
  - c. Training: \$500 for training NCS Operators
  - d. Transportation: None
  - e. Maintenance: None
  - f. Storage: None
  - g. Upgrade: None
  - h. Other ongoing costs: None
6. **Quantity Currently Possessed:** 8
7. **2025 Acquisition Plans / Source of Funding:** Replenish stock (5). The funding source would be from the general fund.

(n) **DEFENSE TECHNOLOGY, TRIPLE-CHASER SEPARATING CS CANISTER**

1. **Purpose of Equipment:** The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
  2. **How the Equipment was used in 2024:** This equipment was not deployed outside of a training environment.
  3. **Concerns and Complaints Received:** None
  4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
  5. **Total Annual Cost:** \$500
    - a. **Acquisition:** None
    - b. **Personnel:** None
    - c. **Training:** \$500 for training NCS Operators
    - d. **Transportation:** None
    - e. **Maintenance:** None
    - f. **Storage:** None
    - g. **Upgrade:** None
    - h. **Other ongoing costs:** None
  6. **Quantity Currently Possessed:** 0
  7. **2025 Acquisition Plans / Source of Funding:** Replenish stock (5). The funding source would be from the general fund.
- (o) **DEFENSE TECHNOLOGY, TRIPLE-CHASER SEPARATING OC CANISTER**
1. **Purpose of Equipment:** The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

2. **How the Equipment was used in 2024:** This equipment was not deployed outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$500
  - a. **Acquisition:** None
  - b. **Personnel:** None
  - c. **Training:** \$500 for training NCS Operators
  - d. **Transportation:** None
  - e. **Maintenance:** None
  - f. **Storage:** None
  - g. **Upgrade:** None
  - h. **Other ongoing costs:** None
6. **Quantity Currently Possessed:** 0
7. **2025 Acquisition Plans / Source of Funding:** Replenish stock (5). The funding source would be from the general fund.

(p) **DEFENSE TECHNOLOGY, POCKET TACTICAL CS CANISTER**

1. **Purpose of Equipment:** The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
2. **How the Equipment was used in 2024:** This equipment was not deployed outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.

5. **Total Annual Cost:** \$500
  - a. Acquisition: None
  - b. Personnel: None
  - c. Training: \$500 for training NCS Operators
  - d. Transportation: None
  - e. Maintenance: None
  - f. Storage: None
  - g. Upgrade: None
  - h. Other ongoing costs: None
6. **Quantity Currently Possessed:** 5
7. **2025 Acquisition Plans / Source of Funding:** Replenish stock (5). The funding source would be from the general fund.

(q) **DEFENSE TECHNOLOGY, SMOKE CANISTER**

1. **Purpose of Equipment:** The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
2. **How the Equipment was used in 2024:** This equipment was not deployed outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$0
  - a. Acquisition: None
  - b. Personnel: None
  - c. Training: None
  - d. Transportation: None

- e. Maintenance: None
- f. Storage: None
- g. Upgrade: None
- h. Other ongoing costs: None
- 6. **Quantity Currently Possessed**: 2
- 7. **2025 Acquisition Plans / Source of Funding**: None

(r) **COMBINED TACTICAL SYSTEMS 5230B BAFFLE RIOT CS SMOKE**

- 1. **Use of Equipment**: The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
- 2. **How the Equipment was used in 2024**: This equipment was not deployed outside of a training environment.
- 3. **Concerns and Complaints Received**: None
- 4. **Internal Audit Results and Response**: The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
- 5. **Total Annual Cost**: \$1000
  - i. Acquisition: \$500
  - j. Personnel: None
  - k. Training: \$500 for training NCS Operators
  - l. Transportation: None
  - m. Maintenance: None
  - n. Storage: None
  - o. Upgrade: None
  - p. Other ongoing costs: None
- 6. **Quantity Currently Possessed**: 12

7. **2025 Acquisition Plans / Source of Funding:** Replenish stock used during critical incidents and training.

(s) **FTC PEPPERBALL LAUNCHER**

1. **Purpose of Equipment:** The purpose of this tool is to provide a less than lethal force option and limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
2. **How the Equipment was used in 2024:** The Pepperball Launcher was deployed on NCS Callouts as a less than lethal force option and de-escalation tool. The Pepperball Launcher was discharged by patrol officers on a single incident this year to apprehend a violent, uncooperative, felonious subject. Additionally, it was also used in a training environment to build officer's skills and familiarity in the tool.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$5000
  - a. **Acquisition:** None
  - b. **Personnel:** \$1,000 annual training and qualifications.
  - c. **Training:** \$1,000 annual training and qualifications.
  - d. **Transportation:** None
  - e. **Maintenance:** \$100
  - f. **Storage:** None
  - g. **Upgrade:** None
  - h. **Other ongoing costs:** None
6. **Quantity Currently Possessed:** 3

7. **2025 Acquisition Plans / Source of Funding:** Replenish munitions used during critical incidents and training. The funding source would be from the general fund.

(t) **PEPPERBALL LIVE-X PROJECTILES (Munitions for Pepperball)**

1. **Purpose of Equipment:** Munitions for Pepperball launcher.
2. **How the Equipment was used in 2024:** The Pepperball Launcher was deployed on NCS Callouts as a less than lethal force option and de-escalation tool. It was also used in a training environment to build officer's skills and familiarity in the tool.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$6,500
  - a. **Acquisition:** \$6,000 to replenish stock
  - b. **Personnel:** None
  - c. **Training:** \$500 for training of personnel
  - d. **Transportation:** None
  - e. **Maintenance:** None
  - f. **Storage:** None
  - g. **Upgrade:** None
  - h. **Other ongoing costs:** None
6. **Quantity Currently Possessed:** 500
7. **2025 Acquisition Plans / Source of Funding:** Replenish munitions used during critical incidents and training. The funding source would be from the general fund.

(u) **PEPPERBALL INERT PROJECTILES (Munitions for Pepperball)**

1. **Purpose of Equipment:** Munitions for Pepperball launcher.
2. **How the Equipment was used in 2024:** The Pepperball Launcher was deployed on NCS Callouts as a less than lethal force option and de-

escalation tool. It was also used in a training environment to build officer's skills and familiarity in the tool.

3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$1,000
  - a. Acquisition: \$500
  - b. Personnel: None
  - c. Training: \$500 for training of personnel
  - d. Transportation: None
  - e. Maintenance: None
  - f. Storage: None
  - g. Upgrade: None
  - h. Other ongoing costs: None
6. **Quantity Currently Possessed:** 500
7. **2025 Acquisition Plans / Source of Funding:** Replenish munitions used during critical incidents and training. The funding source would be from the general fund.

(v) **AARDVARK LRAD 100X PORTABLE HAILING SYSTEM**

1. **Purpose of Equipment:** The LRAD system has been used to initiate communications with wanted and dangerous suspects during critical incidents. The purpose of this tool is to provide clear communications to persons of interest. This tool provides officers with the ability to communicate with potentially dangerous subjects from safe and tactically sound positions. It is a de-escalation tool which is often used to obtain the peaceful surrender of wanted persons. It can also be used as a public address system during civil emergencies, natural disasters, evacuations, and other police incidents.
2. **How the Equipment was used in 2024:** The LRAD was deployed on North County SWAT Callouts and was used during training.
3. **Concerns and Complaints Received:** None

4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$500
  - a. Acquisition: None
  - b. Personnel: None
  - c. Training: \$500 for training NCS Operators
  - d. Transportation: None
  - e. Maintenance: None
  - f. Storage: None
  - g. Upgrade: None
  - h. Other ongoing costs: None
6. **Quantity Currently Possessed:** 1-The LRAD is owned and maintained by the Brea Police Department and used by North County SWAT, which operates in Placentia.
7. **2025 Acquisition Plans / Source of Funding:** None

(w) **DEFENSE TECHNOLOGY LMT 40MM SINGLE SHOT LAUNCHER**

1. **Purpose of Equipment:** The 40mm Launcher is a less than lethal force option and de-escalation tool. The purpose of this tool is to provide a less than lethal force option and limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
2. **How the Equipment was used in 2024:** The 40mm Launcher was deployed multiple times by NCS Operators during high-risk encounters where the potential for a violent encounter was anticipated. The 40mm Launcher was discharged by Patrol Officers on a single incident this year to apprehend a violent, uncooperative, felonious subject.
3. **Concerns and Complaints Received:** None

4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$1,000
  - a. Acquisition: None
  - b. Personnel: None
  - c. Training: \$1,000 for training Officers
  - d. Transportation: None
  - e. Maintenance: None
  - f. Storage: None
  - g. Upgrade: None
  - h. Other ongoing costs: None
6. **Quantity Currently Possessed:** 8
7. **2025 Acquisition Plans / Source of Funding:** Replenish munitions used during critical incidents and training. The funding source would be from the general fund.

(x) **DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE (Round)**

1. **Purpose of Equipment:** The 40mm Exact Impact sponge round is designed to be launched from the 40mm launcher. This less lethal projectile can be used as impacting force on hostile, or potentially violent subjects. The 40mm Exact Impact sponge round can also be used to penetrate windows to allow for better communications with barricaded subjects, or disable specific technologies that can be detrimental to officer's safety during incidents where the suspect has barricaded themselves.
2. **How the equipment was used in 2024:** The 40mm Launcher was deployed multiple times by NCS Operators during high-risk encounters where the potential for a violent encounter was anticipated. The 40mm Launcher was discharged by Patrol Officers on a single incident this year to apprehend a violent, uncooperative, felonious subject.
3. **Concerns and Complaints Received:** None

4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$1,000
  - a. Acquisition: None
  - b. Personnel: None
  - c. Training: \$1,000 for training Officers
  - d. Transportation: None
  - e. Maintenance: None
  - f. Storage: None
  - g. Upgrade: None
  - h. Other ongoing costs: None
6. **Quantity Currently Possessed:** 125

(y) **DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT OC (Round)**

1. **Purpose of Equipment:** The 40mm Direct Impact OC round is designed to be launched from a 40mm launcher. It has a crushable tip that contains an OC agent. It can be used as an area denial tool, or to directly impact violent suspects.
2. **How the equipment was used in 2024:** The 40mm Launcher was deployed multiple times by NCS Operators during high-risk encounters where the potential for a violent encounter was anticipated. In 2024, no 40mm Direct Impact OC munitions were launched outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$1,000
  - a. Acquisition: None
  - b. Personnel: None
  - c. Training: \$1,000 for training Officers

- d. Transportation: None
- e. Maintenance: None
- f. Storage: None
- g. Upgrade: None
- h. Other ongoing costs: None
- 6. **Quantity Currently Possessed:** 14
- 7. **2025 Acquisition Plans / Source of Funding:** Replenish munitions used during critical incidents and training. The funding source would be from the general fund.

(z) **DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT CS (Round)**

- 1. **Purpose of Equipment:** The 40mm Direct Impact CS round is designed to be launched from a 40mm launcher. It has a crushable tip that contains a CS agent. It can be used as an area denial tool, or to directly impact violent suspects.
- 2. **How the equipment was used in 2024:** The 40mm Launcher was deployed multiple times by NCS Operators during high-risk encounters where the potential for a violent encounter was anticipated. In 2024, no 40mm Direct Impact CS munitions were launched outside of a training environment.
- 3. **Concerns and Complaints Received:** None
- 4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
- 5. **Total Annual Cost:** \$1,000
  - a. Acquisition: None
  - b. Personnel: None
  - i. Training: \$1,000 for training Officers
  - j. Transportation: None
  - k. Maintenance: None
  - l. Storage: None

- m. Upgrade: None
- n. Other ongoing costs: None
- 6. **Quantity Currently Possessed**: 15
- 7. **2025 Acquisition Plans / Source of Funding**: Replenish munitions used during critical incidents and training. The funding source would be from the general fund.

(aa) **DEFENSE TECHNOLOGY, 40MM FERET LIQUID OC (Round)**

- 1. **Purpose of Equipment**: The 40mm OC Liquid Feret is designed to be launched from the 40mm launcher. It is used to introduce OC Liquid Gas into a barricaded environment. Since the 40mm OC Liquid Feret can be launched from a 40mm launcher, operators can deploy this munition from the safety of cover and distance.
- 2. **How the equipment was used in 2024**: The 40mm Launcher was deployed multiple times by NCS Operators during high-risk encounters where the potential for a violent encounter was anticipated. In 2024, no 40mm OC Feret munitions were launched outside of a training environment.
- 3. **Concerns and Complaints Received**: None
- 4. **Internal Audit Results and Response**: The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
- 5. **Total Annual Cost**: \$1,000
  - a. Acquisition: None
  - b. Personnel: None
  - c. Training: \$1,000 for training Officers
  - d. Transportation: None
  - e. Maintenance: None
  - f. Storage: None
  - g. Upgrade: None
  - h. Other ongoing costs: None
- 6. **Quantity Currently Possessed**: 8

7. **2025 Acquisition Plans / Source of Funding:** Replenish munitions used during critical incidents and training. The funding source would be from the general fund.

(bb) **DEFENSE TECHNOLOGY, 40MM FERET LIQUID CS (Round)**

1. **Purpose of Equipment:** The 40mm CS Liquid Feret is designed to be launched from the 40mm launcher. It is used to introduce CS Liquid Gas into a barricaded environment. Since the 40mm CS Liquid Feret can be launched from a 40mm launcher, operators can deploy this munition from the safety of cover and distance.
2. **How the equipment was used in 2024:** The 40mm Launcher was deployed multiple times by NCS Operators during high-risk encounters where the potential for a violent encounter was anticipated. In 2024, no 40mm CS Feret munitions were launched outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$1,000
  - a. Acquisition: None
  - b. Personnel: None
  - c. Training: \$1,000 for training Officers
  - d. Transportation: None
  - e. Maintenance: None
  - f. Storage: None
  - g. Upgrade: None
  - h. Other ongoing costs: None
6. **Quantity Currently Possessed:** 7
7. **2025 Acquisition Plans / Source of Funding:** Replenish munitions used during critical incidents and training. The funding source would be from the general fund.

(cc) **REMINGTON 870 12 GAUGE LESS LETHAL SHOTGUN**

1. **Purpose of Equipment:** The purpose of this tool is to provide a less than lethal force option and limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
2. **How the Equipment was used in 2024:** This equipment was not deployed outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$500
  - a. **Acquisition:** None
  - b. **Personnel:** None
  - c. **Training:** \$500 for training NCS Operators
  - d. **Transportation:** None
  - e. **Maintenance:** None
  - f. **Storage:** None
  - g. **Upgrade:** None
  - h. **Other ongoing costs:** None
6. **Quantity Currently Possessed:** 1
7. **2025 Acquisition Plans / Source of Funding:** Replenish munitions used during critical incidents and training. The funding source would be from the general fund.

(dd) **REMINGTON 870 12 GAUGE WITH CTS LC5 LAUNCHING CUP**

1. **Use of Equipment:** The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are

not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

2. **How the Equipment was used in 2024:** This equipment was not deployed outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$0
  - a. **Acquisition:** None
  - b. **Personnel:** None
  - c. **Training:** \$500 for training for SWAT Operators.
  - d. **Transportation:** None
  - e. **Maintenance:** None
  - f. **Storage:** None
  - g. **Upgrade:** None
  - h. **Other ongoing costs:** None
6. **Quantity Currently Possessed:** 1
7. **2025 Acquisition Plans / Source of Funding:** None

(ee) **SKYDIO X2E UNMANNED AERIAL SYSTEMS (UAS)**

1. **Purpose of Equipment:** The UAS is deployed when it's view would assist officers or incident commanders with major traffic collision investigations and crime scenes, search for missing persons and rescue events, natural disaster management, search for wanted suspects, SWAT operations, fire services and life preservation missions.
2. **How the Equipment was used in 2024:** This equipment was used outdoors on perimeters to assist in locating wanted suspects.
3. **Concerns and Complaints Received:** None

4. **Internal Audit Results and Response:** The audit confirmed that there were no violations of policy, and therefore, no actions were taken in response.
5. **Total Annual Cost:** \$6,403.18
  - a. Acquisition: None
  - b. Personnel: None
  - c. Training: None
  - d. Transportation: None
  - e. Maintenance: None
  - f. Storage: None
  - g. Upgrade: None
  - h. Other ongoing costs: \$6,403.18 Axon Air / 3D Scan
6. **Quantity Currently Possessed:** 1
7. **2025 Acquisition Plans / Source of Funding:** Two indoor drones are being sought for the next fiscal year. The funding source would be from the general fund.

**RESOLUTION NO. R-2025-46**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PLACENTIA, CALIFORNIA, RENEWING ITS MILITARY  
EQUIPMENT USE POLICY**

**A. Recitals**

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (“AB 481”), adding Chapter 12.8, “Funding, Acquisition and Use of Military Equipment”, to Division 7 of Title 1 of the Government Code (sections 7070 – 7075), relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

WHEREAS, AB 481 requires, inter alia, the Police Department submit to the City Council an annual military equipment report for each type of military equipment approved by the City Council; and

WHEREAS, the City Council shall review its Ordinance approving the funding, acquisition, or use of military equipment at least annually and vote on whether to renew the Ordinance at a regular meeting; and

WHEREAS, the City Council shall determine, based on the annual military equipment report submitted, whether each type of military equipment identified in that report has complied with the standards for approval set forth in its Ordinance; and

WHEREAS, the City Council has reviewed the annual military report submitted by the Police Department and determined the military equipment has complied with the standards for approval set forth in its Ordinance; and

WHEREAS, the City Council voted to renew Ordinance No. O-2022-03 by resolution of the City Council set forth below.

**B. Resolution**

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

1. The facts set forth in the Recitals, Part A. of this Resolution, are true and correct and incorporated herein by reference.

2. City of Placentia Ordinance No. O-2022-03 is hereby renewed.

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

**APPROVED and ADOPTED this 16<sup>th</sup> day of September 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 16<sup>th</sup> day of September 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



## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 16, 2025

Submitted by: Jesus Avila

From: Public Works

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### Subject:

Award of Contract to CJ Concrete Construction, Inc. for FY 2025-26 Annual Sidewalk and Curb Ramp Repair Project, City Project No. 26-102

### Financial Impact:

#### Fiscal Impact:

Expense:	<u>\$140,162.00</u>	Total Construction Costs
	\$127,420.00	Construction Contract Amount
	\$ 12,742.00	Construction Contingency Amount
Available Budget:	\$175,000.00	Fiscal Year 2025-26 CIP Budget (204-90300-9600 Project: 26-102)

### Summary:

The Fiscal Year (FY) 2025-26 Capital Improvement Program (CIP) Budget includes the FY 2025-26 Annual Sidewalk and Curb Ramp Repair Project. The scope of this project includes removal of existing sidewalk, curb and gutter, and other existing improvements and construction of new concrete curb ramps, truncated domes, sidewalks, retaining curb, curb & gutter, cross gutters, full depth AC pavement, and the restoration of landscaping and irrigation systems.

The City solicited competitive bids for this project, and a total of nineteen (19) bids were received on September 4, 2025. These bids consisted of two portions: Bid "A" + Additive Bid "B". Bid "A" is the base bid which consists of 8 curb ramp locations and miscellaneous sidewalk and cross gutter repairs, Additive Bid "B" is for 2 curb ramp locations and additional concrete repairs. The grand total of all bids was used as the basis in determining the low bid for this project. The contract will be for the amount represented by the grand total.

The lowest bid from CJ Concrete Construction, Inc., was found to be the lowest responsive and responsible bid. Staff recommends that City Council award a construction contract to CJ Concrete Construction, Inc., in the amount of \$127,420.00. This amount includes all the base bid work as well as additive bid schedule items. In addition to the construction cost, there is a 10% construction contingency amount of \$12,742.00 included to cover unforeseen conditions. The total construction contract cost including the contingency amount is \$140,162.00.

**Recommendation:**

Recommended Action: It is recommended the City Council:

1. Award a Public Works Agreement to CJ Concrete Construction, Inc. for the FY 2025-26 Annual Sidewalk and Curb Ramp Repair Project, City Project No. 26-102, in the amount of \$127,420.00; and
2. Reject all other bids received and authorize the return of the bid bonds; and
3. Authorize the City Administrator to approve contact change orders up to 10% or \$12,742.00 for a total construction contract not-to-exceed amount of \$140,162.00; and
4. 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 goal or objective associated with this agenda item.

**Discussion:**

The scope of this project includes removal of existing sidewalk, curb and gutter, and other existing improvements and construction of new concrete curb ramps, truncated domes, sidewalks, retaining curb, curb & gutter, cross gutters, full depth AC pavement, restoration of landscaping and irrigation systems.

On September 4, 2025, the City received nineteen (19) bids from contractors to construct the project improvements. The lowest 5 results are displayed in the table below:

<b>Contractor</b>	<b>Bid Amount</b>
CJ Concrete Construction, Inc	\$127,420
NOBEST	\$136,000
Nesbou Homes	\$136,500
Ruiz Concrete and Paving Inc.	\$138,140
Pavement Rehab Company	\$138,890

After reviewing the bids, it was determined that CJ Concrete Construction, Inc., submitted the lowest responsible bid. Staff reviewed and analyzed their bid proposal, and it was found to be responsive and valid. Staff recommends that Council award a construction contract to CJ Concrete Construction, Inc. for the FY 2025-26 Annual Sidewalk and Curb Ramp Repair Project.

**Fiscal Impact Summary:**

The total construction cost for this project accounts to \$140,162.00. This cost consists of the bid amount submitted by CJ Concrete Construction, Inc. in the amount of \$127,420.00 and a construction contingency in the amount of \$12,742.00. A total of \$175,000.00 was budgeted in the FY 2025-26 CIP budget for this project. There is an available project balance of \$175,000.00 for the construction of this project. Project funding is provided by the Community Development Block Grant Program (CDBG). Therefore, no local City funds will be used for this project. As such, sufficient funds exist for the recommended actions.

**Attachments**

[25-26 Annual Sidewalk & Curb Ramp Repair Project - Public Works Agreement.pdf](#)

**CITY OF PLACENTIA  
PUBLIC WORKS AGREEMENT FOR  
2025-2026 ANNUAL SIDEWALK AND CURB RAMP REPAIR PROJECT #26-102**

THIS AGREEMENT (herein "Agreement") is made and entered into this 16th day of September 2025 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and CJ Concrete Construction, Inc. (herein "Contractor"). The parties hereto agree as follows:

**WITNESSETH:**

A. WHEREAS, City requires the construction of concrete sidewalks and curb ramps including construction of improvements that comply with all accessibility requirements as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

**1.0 DEFINITIONS**

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean CJ Concrete Construction, Inc. a (California corporation, partnership, individual) located at 10142 Shoemaker Ave., Santa Fe Springs, CA 90670.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman Ave., Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer. Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.
- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

## 2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. Further, Contractor represents that it is knowledgeable and experienced in constructing improvements that are compliant with all applicable accessibility requirements and warrants that all work performed under this agreement will comply with all applicable accessibility requirements.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, all applicable accessibility requirements and the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E".

2.4 Licenses, Permits, Fees, and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, including the requirement that the facilities being constructed must comply with all applicable accessibility requirements, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors, and their employees, in the performance of Contractor's work under this Agreement, shall be responsible for exercising the

degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less, may be approved by the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided

pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations as required by SB 854 and Labor Code 1725.5 and understands that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall ensure that its subcontractors comply with said requirements. Contractor shall comply with Labor Code Section 1771.4 and shall post all legally required job site notices. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

### 3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of one hundred twenty-seven thousand four hundred twenty Dollars (\$127,420) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

### 4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than September 16, 2026, unless the parties mutually agree in writing to extend the term.

## 5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

CJ Concrete Construction, Inc.  
Attn: John C. Sarno  
10142 Shoemaker Ave.  
Santa Fe Springs, CA 90670

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability, and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its subcontractors, agents, or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation, or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents, or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall

retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

## **6.0 INSURANCE, INDEMNIFICATION, AND BONDS**

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, insurance as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

### **Conditions:**

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

The City of Placentia, its officers, officials, employees, agents, and volunteers shall be named as additional insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses applicable clauses as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements described above, in a form and content approved by City, prior to performing any services under this

Agreement. The certificates of insurance and endorsements shall be attached to this Agreement as Exhibit "D" and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall protect, defend, indemnify, hold free and harmless the City of Placentia, its officers, officials, employees, agents, and volunteers, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising or alleged to arise out of or in any way connected with the performance of the work, operations, or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant, or condition of this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Contractor, its employees, and/or subcontractors.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, officials, employees, agents, or volunteers for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations, or activities hereunder; and Contractor agrees to save and hold the City, its officers, officials, employees, agents, and volunteers harmless therefrom.
- (c) In the event the City, its officers, officials, employees, agents, or volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, officials, employees, agents, or volunteers, any and all costs and expenses incurred by the City, its officers, officials, employees, agents, or volunteers in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any State or Federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or higher in the most recent edition of Best's Key Rating Guide or in the Federal Register, and only if they are of a Financial Size Category Class VII or larger, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Project Manager and Risk Manager determine that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Project Manager provided that the Contractor shall have the right to appeal a determination of increased coverage by the Project Manager to the City Council of City within ten (10) days of receipt of notice from the Project Manager.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

## 7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a

period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 et seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

## 8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives, and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole

and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A") or Schedule of Performance (Exhibit "B"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia  
401 E. Chapman Ave.  
Placentia, California 92870  
Attn.:

To Contractor: CJ Concrete Construction, Inc.  
10142 Shoemaker Ave.  
Santa Fe Springs, CA 90670  
Attn: John C. Sarno

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates, and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates, and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Further, Contractor shall comply with the following:

- (a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.
- (b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll>. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such

party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances, and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances, and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums, or other documents which are or may

become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

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

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

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

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

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

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

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

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior

writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF PLACENTIA,  
A municipal corporation and Charter City

\_\_\_\_\_  
Jennifer Lampman, City Administrator

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

CONTRACTOR

  
\_\_\_\_\_  
Signature

Date: September 10, 2025

John C. Sarno / President  
Name and Title

95-4578120  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Rosanna Ramirez, Deputy City Administrator

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jesus Avila, Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL

\_\_\_\_\_  
Chris Tanio, Director of Public Works/City Engineer

Date: \_\_\_\_\_

**LABOR AND MATERIAL PAYMENT BOND  
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, \_\_\_\_\_, as Principal, has entered into a contract dated \_\_\_\_\_, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: \_\_\_\_\_ and all appurtenant work in accordance with PROJECT NO. \_\_\_\_\_, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Title

APPROVED AS TO FORM:  
/s/ Christian L. Bettenhausen  
City Attorney



**TAX IDENTIFICATION NUMBER**

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT  
401 E. Chapman Ave.  
Placentia, CA 92870

Exempt: Yes \_\_\_ No  Telephone (562) 777-2222

CORPORATION: 95-4578126

U.S.A. OR ANY AGENCIES THEREOF: N/A

IRS CODE #501 TAX-EXEMPT ORGANIZATION: N/A

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: N/A

SOLE PROPRIETOR: N/A

A PARTNERSHIP: N/A

OTHER: N/A (Explain)

Signature/Title:  PRESIDENT Date: SEPTEMBER 8, 2025

**BID GUARANTEE**

**TO THE CITY OF PLACENTIA**  
**PROJECT NO. 26-102**

As a material inducement to the City to award the contract for Project No. 26-102 to CJ CONCRETE CONSTRUCTION, INC., the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: 2025-2026 ANNUAL SIDEWALK AND CURB ("the work"), RAMP REPAIR

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

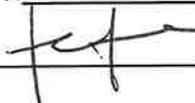
If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

Guarantor

Date: SEPTEMBER 8, 2025

Contractor: CJ CONCRETE COSNTRUCTION, INC.

By:  JOHN C. SARNO

Title: PRESIDENT

**CITY OF PLACENTIA  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to \_\_\_\_\_, a California corporation (hereinafter "Principal"), an Agreement, dated \_\_\_\_\_, 20\_\_ ("Agreement"), whereby Principal agreed to provide construction services including \_\_\_\_\_;

WHEREAS, the Public Work to be performed by the Principal is more particularly set forth in the Agreement which is incorporated herein by reference and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

NOW, THEREFORE, we, \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_), this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officer, agents and employees, as therein stipulated; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred in successfully enforcing the obligation on the bond, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of Agreement, the contract documents or of the work to be performed thereunder.

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any Federal or State laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is

rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

Collection of liquidated damages by City due to Principal's failure to timely achieve Substantial Completion shall not limit, modify, or act as an offset or credit against Surety's obligation to arrange for or cause the completion of the Public Work as and when required by the Agreement.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)  
SURETY  
By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ADDRESS

(Seal)  
PRINCIPAL  
By X \_\_\_\_\_  
X \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ADDRESS

APPROVED:  
\_\_\_\_\_  
CITY ATTORNEY

Two (2) Notarized Signatures required from all Corporations.

### INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The City Attorney of the City of Placentia must approve the bond.
4. The bond, after approval, must be filed with the City Clerk of the City of Placentia.

**STATEMENT OF NON-COLLUSION BY CONTRACTOR**

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true.
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- c. That such bid or proposal is genuine and not collusive or sham.
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement.
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any State or Federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On SEPTEMBER 8, 2025 at LOS ANGELES California.

Firm SEPTEMBER 8, 2025

Street 10142 SHOEMAKER AVENUE

Santa Fe

City Springs State CA Zip 90670

  
\_\_\_\_\_  
(Signature)  
JOHN C. SARNO / PRESIDENT  
(Print Name & Title)

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The project includes providing all labor, materials, equipment, tools and incidentals as required to install new concrete curb ramps to meet ADA compliance and in accordance with project bid documents, plans, technical specifications, and all other references as depicted in strict adherence to the latest Greenbook, City's Standards and all other State specifications. The general items of work consist of removal of existing sidewalk, curb and gutter, and other existing improvements and construction of new concrete curb ramps, truncated domes, sidewalks, retaining curb, curb & gutter, cross gutters, full depth AC pavement, restoration of landscaping and irrigation systems, and such other items or details not mentioned above that are required to complete the project. The contractor shall coordinate with the contractor performing the work for City Project No. 1505 FY 2024-2025 Pavement Rehabilitation as work for this curb ramp project will be performed simultaneously.

## EXHIBIT B

### SCHEDULE OF PERFORMANCE

All work must be complete within **thirty (30)** working days from the issuance of the Notice to Proceed.

**Time of Essence.** Time is of the essence in the performance of this Agreement.

**Schedule of Performance.** Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

**Force Majeure.** The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

**Term.** Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than September 16, 2026, unless the parties mutually agree in writing to extend the term.

## EXHIBIT C

### INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence of Coverage:
  1. Subrogation waiver endorsement; and
  2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified

minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status; (The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.)

2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
3. Properly completed Certificate of Insurance; and
4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
  1. Copy of the endorsement or policy language indicating that CITY is an insured; and
  2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be

provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.

- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
  3. Properly completed Certificate of Insurance.

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

F. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

G. Documentation

- The Certificate of Insurance shall include the following reference:  
FY 2025-2026 ANNUAL SIDEWALK AND CURB RAMP REPAIR PROJECT  
#26-102
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

## EXHIBIT D

### CERTIFICATES OF INSURANCE AND ENDORSEMENTS

The successful bidder will be required to furnish the necessary bonds and insurance to the AGENCY within 10 working days from the award of contract. The successful bidder shall provide a certificate stating that the bonding company is admitted to do business in the State of California. This certification may be obtained from the Executive Officer and Clerk of the Superior Court at the following address & phone:

Orange County Superior Court  
Probate Court Operations  
341 The City Drive  
P.O. Box 14171  
Orange, CA 92613-1571  
(714) 935-6061, Contact Linda C. Wallace

Prior to the issuance of the Notice to Proceed, the AGENCY must be furnished with a *Policy Endorsement*, from the successful bidder's insurance company or companies, naming the AGENCY as an additional insured.



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

E-mail: [clientcontactcenter@fedins.com](mailto:clientcontactcenter@fedins.com)

Phone: 1-888-333-4949

Fax: 507-446-4664

Thank you for your business!

Client Contact Center

Enclosed:  
Certificate Document(s)





AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED C J CONCRETE CONSTRUCTION, INC. 10142 SHOEMAKER AVE SANTA FE SPRINGS, CA 90670-3404
POLICY NUMBER SEE CERTIFICATE # 187.0		
CARRIER SEE CERTIFICATE # 187.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 187.0

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT #26-102  
 FY 25-26 ANNUAL SIDEWALK AND CURB RAMP REPAIR PROJECT, CITY OF PLACENTIA, CA  
 SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSUREDS ALSO INCLUDES THE CITY OF PLACENTIA, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, AND VOLUNTEERS.  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B) ENDORSEMENT.  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.  
 INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED BY CONTRACT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE PART**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:  
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
- In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
  2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
  3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

City of Placentia  
401 E Chapman Ave  
Placentia, CA 92670

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**Job or Project:**

See IL-F-40-00028

**Insured:**

C J Concrete Construction, Inc.  
10142 Shoemaker Ave  
Santa Fe Springs, CA 90670-3404

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**IL-F-40-00028 Extension Endorsement**

Any coverage provided by this endorsement applies only to Project #26-102, FY 25-26 ANNUAL SIDEWALK AND CURB RAMP REPAIR PROJECT, CITY OF PLACENTIA, CA. Subject to the terms and conditions of the policy, Additional Insureds also includes The City of Placentia, its officers, employees, representatives, attorneys, and volunteers.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

**Person or Organization**

**Job Description**

Any person or organization as required by written contract

**Notes:**

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in ( ) is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this 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  
Insured

Policy No.  
Insurance Company

Endorsement No.

Countersigned By \_\_\_\_\_

**EXHIBIT E**  
**CLAIMS PROCEDURE**

**SUMMARY OF PUBLIC CONTRACT CODE § 9204**

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate but cannot otherwise waive these claim procedures.



Agenda Item No: 1.e

## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 16, 2025

Submitted by: Gabriel Guerrero-Gabany

From: Public Works

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### **Subject:**

Amendment No. 2 to Public Works Agreement with PCN3 Inc. for Construction Services Related to Phase II of the Public Safety Center Project

### **Financial Impact:**

#### Fiscal Impact:

Expense: \$25,678 Amendment No. 2 for extra work related to Phase II Public Safety Center Project Construction

Available Budget: \$238,534.95 (101-90300-9100 Project:105213)

### **Summary:**

On July 25, 2023, the City Council entered into a Public Works Agreement (PWA) with PCN3 Inc. (PCN3) for \$9,888,000 to construct Phase II of the Public Safety Center which includes construction of the main building where the new 911 emergency communications center will be housed along with a new shooting range, a new Emergency Operations Center (EOC)/training room along with associated offices, workspaces, restrooms and locker rooms. The contractor's scope of work is now complete with final information technology (IT) and furniture items remaining which are outside of the contractor's scope of work and is expected to be installed by the end of November 2025 with City Staff occupancy expected by the end of the year. The project team encountered multiple challenges during the course of construction including long lead times for materials, City stakeholder requests, phasing of a project that was originally designed as one complete build and changes to the construction management personnel. Staff recommends approval of Amendment No. 2 to the subject agreement to complete Phase II of the Public Safety Center Project. As a result of these changes, construction costs are expected to go beyond the not to exceed amount by \$25,678 or 0.26%, for a total construction cost of \$10,902,478. Amendment No. 1 was executed under the City Administrator's authority and consisted of extending the contract expiration date to September 23, 2025 to allow PCN3 to fully complete all remaining work on the project.

### **Recommendation:**

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

1. Approve Amendment No. 2 to a Public Works Agreement with PCN3 Inc. in the amount of \$25,678; and
2. Authorize the City Administrator and/or her designee to execute the necessary documents, in a form approved by the City Attorney.

**Strategic Plan Statement:**

This item conforms to Strategic Plan Goal 5, Implement Public Infrastructure to Meet Community Needs, and Objective 5.4, Construct the Placentia Public Safety Center.

**Discussion:**

On July 25, 2023, the City Council entered into a Public Works Agreement with PCN3 for \$9,888,000 to construct Phase II of the Public Safety Center which includes construction of the main building where the new 911 emergency communications center will be housed along with a new shooting range, a new EOC/training room along with associated offices, workspaces, restrooms and locker rooms.

The project was phased to allow the construction of the Butler Building to proceed first so that it could be completed prior to the expiration of the City's lease which had expired at the end of March 2024. The lease was extended for an additional two months. Phase 1 construction of the project included the demolition, grading, subsurface utility work, and the footings and slab for the Butler Building, along with the new building itself, and extensive interior tenant improvements. These improvements have now been completed, property and evidence has been moved in, and Staff currently operates out of the Butler Building.

The Phase II contractor's scope of work is now complete with final IT and furniture items remaining that are outside of the contractor's scope of work and is expected to be installed by the end of November with City staff occupancy expected by the end of the year.

The project team encountered multiple challenges during the course of construction. One of which includes long lead times for materials, the most significant of which was the delay in the manufacture and delivery of the switchboard which caused a 6-month delay. Additional City stakeholder requests from the Police Department, end users of the building, were reviewed and considered essential to the ultimate operation and functionality of the space and were included as extra work. Phasing of a project that was originally designed as one complete build led to gaps in each contractor's scopes of work. Since the Phase II work was the last phase, these items were addressed by this contractor, PCN3, which led to additional costs. Additionally, changes to the construction management personnel two-thirds of the way through the project further led to a lapse in familiarity with project history. While it's difficult to directly quantify a monetary cost because of this change, one can be assumed.

Staff recommends approval of Amendment No. 2 to the subject agreement to complete Phase II of the Public Safety Center. As a result of these changes, construction costs are expected to go beyond the not-to-exceed amount by \$25,678 or 0.26%, for a total construction cost of \$10,902,478. Amendment No. 1 was executed under the City Administrator's authority and consisted of extending the contract expiration date to September 23, 2025 to allow PCN3 to fully complete all remaining work on the project.

**Fiscal Impact Summary:**

The construction cost for the Public Safety Center Phase II project amounts to \$10,902,478. This includes the original contract amount of \$9,888,000 plus approved change orders within the allowable contingency amount of 10% of the contract amount, and an additional \$25,678 necessary to complete the project and occupy the building. A total \$238,534.95 is available within the project budget therefore sufficient funds exist for the recommended actions.

**Attachments**

Amendment 2 PWA-PCN3\_signed.pdf  
Executed Amendment No. 1 PCN3  
Executed PWA-PCN3 on 7.25.2023.pdf

**AMENDMENT NO. 2 TO  
PUBLIC WORKS AGREEMENT  
WITH PCN3 INC.**

This Amendment No. 2 ("Amendment") to the Agreement is made and entered into effective the 16th day of September, 2025, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and PCN3 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 Public Works Agreement ("Agreement") effective July 26, 2023 through which CONTRACTOR has been providing construction services as more fully explained in the Scope of Services attached to the Agreement as Exhibit "A".

(ii) The Parties now seek to amend the Agreement to increase the compensation by \$25,678 for additional work related to the construction of the Public Safety Center Project, Phase II. Including previously approved change orders, the total not to exceed amount is \$10,902,478.

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

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

**B. Amendment to Agreement.**

1. Section 3.1, Paragraph 1 of the Agreement is hereby amended to read as follows:

Contract Sum For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Ten Million Nine Hundred and Two Thousand Four Hundred and Seventy Eight Dollars (\$10,902,478) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

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

3. The Agreement, all amendments together with this Amendment No. 2 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. 2 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 2 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 2 to the Public

Works Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By:   
\_\_\_\_\_  
Brian Abghari  
President

By: \_\_\_\_\_  
Jennifer Lampman  
City Administrator

ATTEST:

By: \_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

## **Exhibit "A"**

### **SCOPE OF WORK**

Scope of work consists of a 13,700 SF 2-story CMU block structure to be constructed at the north quarter of the Placentia city yard located at 2999 E La Jolla Ave, Anaheim CA. The first floor consists of a training classroom, locker and shower facilities that make up the 4,000 SF of the 1<sup>st</sup> floor. Scope also includes a 4 lane 75' gun range. The gun range ceiling baffles and mechanical system will be constructed by others. Contractor is responsible for installing power and lighting in the gun range as well as all interior walls and finishes in all areas of the building. The 2<sup>nd</sup> floor consists of 6,700 SF of office space and the emergency dispatch center for the police department.

**AMENDMENT NO. 1 TO  
PUBLIC WORKS AGREEMENT  
WITH PCN3 INC.**

This Amendment No. 1 ("Amendment") to the Agreement is made and entered into effective the 23<sup>RD</sup> day of July, 2025, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and PCN3 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 Public Works Agreement ("Agreement") effective July 26, 2023 through which CONTRACTOR has been providing construction services as more fully explained in the Scope of Services attached to the Agreement as Exhibit "A".

(ii) The Parties now seek to amend the Agreement to extend the term.

(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 4.4, Paragraph 1 of the Agreement is hereby amended to read as follows:

Term Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than September 23, 2025, unless the parties mutually agree in writing to extend the term.

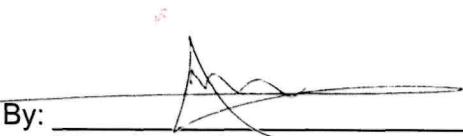
2. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

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

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

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

CONSULTANT

By:   
\_\_\_\_\_  
Brian Abghari  
President

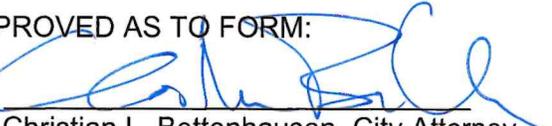
CITY OF PLACENTIA

By:   
\_\_\_\_\_  
Jennifer Lampman  
City Administrator

ATTEST:

By:   
\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/27/2025

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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).

<b>PRODUCER</b> Assured Partners of California 1300 Dove Street, Suite 300 Lic# 0M07762 Newport Beach CA 92660		<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> (949) 261-5335 <b>FAX (A/C, No):</b> (949) 261-1911 <b>E-MAIL ADDRESS:</b> certificates.nb@assuredpartners.com	
<b>INSURED</b> PCN3, Inc. 10591 Humbolt Street, Unit A Los Alamitos CA 90720		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Middlesex Insurance Company NAIC # 23434 <b>INSURER B:</b> Starstone National Insurance Company 25496 <b>INSURER C:</b> Canopus US Insurance, Inc. 15872 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 25-26 GL,BA,UMB,WC                      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A0144715001	01/13/2025	01/13/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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			A0144715003	01/13/2025	01/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			A0144715002	01/13/2025	01/13/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			T10250890	04/01/2025	04/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			CUSXU2300008300	01/13/2025	01/13/2026	Each Occurrence \$ 5,000,000 Aggregate \$ 5,000,000

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

RE: 2999 East La Jolla Ave., Anaheim, CA, 92806  
 City of Placentia is named as additional insured per attached Additional Insured with Waiver of Subrogation and Primary Non Contributory per CG7125 0622. Automobile Additoinal Insured per CA7601.0615, Primary Non Contributory per CA7601.0615, Waiver of Subrogation per CA0444.1013. Workers Compensation Waiver of Subrogation per WC040306.0484.

**CERTIFICATE HOLDER****CANCELLATION**

City of Placentia 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 
---------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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POLICY NUMBER: A0144715003

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** PCN3 Inc

**Endorsement Effective Date:** 01/13/2025

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: A0144715003

COMMERCIAL AUTO  
CA 76 01 06 15**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED - PRIMARY AND  
NONCONTRIBUTORY - COVERED AUTOS  
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

<b>Named Insured:</b> PCN3 Inc <b>Endorsement Effective Date:</b> 01/13/2025
---------------------------------------------------------------------------------

**SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b> Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--------------------------------------------------------------------------------------------------------

**A.** Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

**B. Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

POLICY NUMBER: A0144715003

COMMERCIAL AUTO  
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** PCN3 Inc**Endorsement Effective Date:** 01/13/2025**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**Any person or organization from whom you are required to  
waive your right to recover under a written contract or  
agreement in effect prior to any loss or damage

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against  
Others To Us** condition does not apply to the  
person(s) or organization(s) shown in the Schedule,  
but only to the extent that subrogation is waived  
prior to the "accident" or the "loss" under a contract  
with that person or organization.

Effective Date: 5/22/2024	PolicyNumber: ENP0009893-02
	Endorsement Number: 4

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

All other terms and conditions of this Policy remain unchanged.

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured.

Effective Date: 5/22/2024	PolicyNumber: ENP0009893-02
	Endorsement Number: 5

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WAIVER OF SUBROGATION – CONTRACTORS POLLUTION LIABILITY

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This endorsement modifies insurance provided under the Contractors Pollution Liability Coverage applicable to this policy.

All other terms and conditions of this Policy remain unchanged.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XIX. SUBROGATION** is deleted in its entirety and replaced with the following:

**XIX. SUBROGATION**

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The Underwriters agree to waive its rights of recovery against any person or entity for a **Claim** which is covered pursuant to this Policy, but only where indemnity or contractual obligation has been provided by the **Named Insured** pursuant to a written contract. Any recoveries shall be applied first to subrogation expenses, second to the **Named Insured** to the extent of any payments in excess of the Limit of Liability, third to **Damages, Cleanup Costs** and **Claims Expenses** paid by the Underwriters, and fourth to the Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from US.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_ \* \_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

**Person or Organization**

**Job Description**

WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

\*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

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	04/01/25	Policy No.	T10250890	Endorsement No.	
Insured	PCN3, Inc.			Policy Effective Date	04/01/25
Insurance Company	StarStone National Insurance Company				

Countersigned By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTORS BLANKET ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION**

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

- 1. Additional Insureds - Automatic Status for 13 Additional Insured Types**
  - A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
  - B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
  - C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
  - D. Lessor of Leased Equipment
  - E. Owners or Other Interests From Whom Land Has Been Leased
  - F. Manager or Lessor of Premise
  - G. Mortgagee, Assignee, or Receiver
  - H. Controlling Interest
  - I. Co-owner Of Insured Premises
  - J. Executors, Administrators, Trustees Or Beneficiaries
  - K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
  - L. Vendors
  - M. Grantor of Franchise
- 2. Primary and Noncontributory - Other Insurance Condition**
- 3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **1. Additional Insureds - Automatic Status for 13 Additional Insured Types**

**Section II - Who Is An Insured** is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

#### **A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You**

- 1) A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. "Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## **B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)**

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the "products-completed operations hazard" is not excluded by endorsement.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

## **C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

- 2) This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

#### **D. Lessor of Leased Equipment**

- 1) Any person(s) or organization(s) 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(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **E. Owners or Other Interests From Whom Land Has Been Leased**

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

#### **F. Manager or Lessor of Premise**

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), 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.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

#### **G. Mortgagee, Assignee, or Receiver**

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

#### **H. Controlling Interest**

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
  - a. Their financial control of you; or
  - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

#### **I. Co-owner Of Insured Premises**

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

#### **J. Executors, Administrators, Trustees Or Beneficiaries**

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

**K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

**L. Vendors**

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
  - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - a. The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **M. Grantor of Franchise**

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

#### **2. Primary And Noncontributory Insurance**

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### **3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Effective Date: 5/22/2024	PolicyNumber: ENP0009893-02
	Endorsement Number: 1

**OTHER INSURANCE – PRIMARY WITHOUT RIGHT OF CONTRIBUTION**

This endorsement modifies insurance provided under the Contractors Pollution Liability coverage applicable to this policy.

All other terms and conditions of this Policy remain unchanged.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XIII. OTHER INSURANCE** is deleted in its entirety and replaced with the following:

**XIII. OTHER INSURANCE**

Subject to Clause VII. and VIII., where other valid and collectible insurance is available to the **Insured** for any **Pollution Condition or Claim**, this insurance shall apply as primary insurance versus any other valid and collectable insurance, and the Underwriters will have no right of contribution against any other insurance company providing insurance for a **Pollution Condition** or a **Claim** on a primary basis.

Effective Date: 5/22/2024	PolicyNumber: ENP0009893-02
	Endorsement Number: 3

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

All other terms and conditions of this Policy remain unchanged.

**SCHEDULE**

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **Damages** or **Claims Expenses** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**CITY OF PLACENTIA  
PUBLIC WORKS AGREEMENT FOR  
PCN3, INC**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 26<sup>th</sup> day of July, 2023 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and PCN3, INC. (herein "Contractor"). The parties hereto agree as follows:

**WITNESSETH:**

A. WHEREAS, City requires the construction of Placentia Public Safety Center Project – Phase 2 as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

**1.0 DEFINITIONS**

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean PCN3, Inc. a California corporation, located at 11082 Winners Circle, Unit B Los Alamitos, CA 90702
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.
- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

## 2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E."

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to

the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

### 3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Nine Million Eight Hundred Eighty Eight Thousand Dollars (\$9,888,000) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

#### 4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than July 26, 2025, unless the parties mutually agree in writing to extend the term.

#### 5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Brian Abghari, President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services

and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section

25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

## 6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

### **Conditions:**

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Development Director, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses 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 the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

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

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

## 7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any

documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

## 8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia  
401 E. Chapman Ave  
Placentia, California 92870  
Attn: Luis Estevez, Deputy City Administrator

To Contractor: PCN3, INC  
Brian Abghari  
President  
11082 Winner Circle, Unit B  
Los Alamitos, California 90720

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Further, Contractor shall comply with the following:

- (a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.
- (b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll>. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

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

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

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

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

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

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

8.29 Counterparts. This Agreement may be executed in one or more counterparts,

each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF PLACENTIA,  
A municipal corporation and Charter City

  
\_\_\_\_\_  
Damien R. Arrula, City Administrator

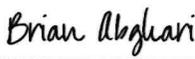
Date: 08/08/23

ATTEST:

  
\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

CONTRACTOR

  
\_\_\_\_\_  
Signature  
Brian Abghari  
\_\_\_\_\_  
Name and Title

Date: 7/27/2023

Project No. 5213

95-4738509

Social Security or Taxpayer ID Number



Christian L. Bettenhausen, City Attorney

Date: 8/3/23

APPROVED AS TO INSURANCE:

  
Rosanna Ramirez, Deputy City Administrator

Date: 08/08/23

APPROVED AS TO CONTENT:

  
Luis Estevez, Deputy City Administrator

Date: 7/27/2023

DEPARTMENTAL APPROVAL

  
Luis Estevez, Deputy City Administrator

Date: 7/27/2023

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence Of Coverage:
  1. Subrogation waiver endorsement; and
  2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required

limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

Project No. 5213

- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
  3. Properly completed Certificate of Insurance; and
  4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
  1. Copy of the endorsement or policy language indicating that CITY is an insured; and
  2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor.

Additional insured status shall continue for one (1) year after completion of the work.

- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
  3. Properly completed Certificate of Insurance.

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

F. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Project No. 5213

G. Documentation

- The Certificate of Insurance shall include the following reference:  
[Placentia Public Safety Center Project, Phase 2 (Project Number 5213)]
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

**EXHIBIT E**  
**CLAIMS PROCEDURE**

**SUMMARY OF PUBLIC CONTRACT CODE § 9204**

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/30/2023

145

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).

<b>PRODUCER</b> AP Tutton Insurance Services 2913 S Pullman St License #0B89376 Santa Ana CA 92705		<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C, No, Ext):</b> (949) 261-5335 <b>FAX (A/C, No):</b> (949) 261-1911 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> PCN3, Inc. 11082 Winner Circle #B Los Alamitos CA 90720		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Middlesex Insurance Company NAIC # 23434 <b>INSURER B:</b> Starstone National Insurance Company 25496 <b>INSURER C:</b> Continental Ins Co 35289 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 23-24 GL, BA, UMB, XS, 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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			A0144715001	01/13/2023	01/13/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMPI/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			A0144715003	01/13/2023	01/13/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			A0144715002	01/13/2023	01/13/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	T10230890	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Excess Liability Per Occurrence			6080220330	01/13/2023	01/13/2024	Each Occurrence	\$5,000,000
							Aggregate	\$5,000,000

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

RE: 2999 East La Jolla Ave., Anaheim, CA, 92806  
 City of Placentia is named as additional insured per attached Additional Insured per CG2037.0413 complt ops and CG2010.0413 Premises/contract, Waiver of Subrogation per CG2404.0509, Primary Non Contributory per CG2001.0413. Automobile Additoinal Insured per CA8904.1014, Primary Non Contributory per CA7601.0615, Waiver of Subrogation per CA0444.1013. Workers Compensation Waiver of Subrogation per WC040306.0484. \$1M/\$2M pollution limit for policy # ENP000989301

**CERTIFICATE HOLDER****CANCELLATION**

City of Placentia 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 
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POLICY NUMBER: A0144715001

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage	All locations and jobs performed that have a written contract, agreement or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: A0144715001

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from US.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_ \* \_\_% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

\*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

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 04/01/22      Policy No. T10220890      Endorsement No. 11  
Insured PCN3, Inc.      Policy Effective Date 04/01/22  
Insurance Company StarStone Naional Insurance Company

Countersigned By Joseph E. (JES) Connelley

POLICY NUMBER: A0144715003

COMMERCIAL AUTO  
CA 04 44 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> PCN3, Inc.</p> <p><b>Endorsement Effective Date:</b> 01/13/2023</p>
----------------------------------------------------------------------------------------------

### **SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b></p> <p>Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: A0144715003

COMMERCIAL AUTO  
CA 76 01 06 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

**Named Insured:** PCN3, Inc.  
**Endorsement Effective Date:** 01/13/2023

### SCHEDULE

**Name Of Person(s) Or Organization(s):**

Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

**B. Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

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

POLICY NUMBER: A0144715001

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage	All locations and jobs performed that have a written contract, agreement or permit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



POLICY NUMBER: A0144715003

## ADDITIONAL INTEREST SUPPLEMENTAL DECLARATIONS

The following additional interests apply to this policy.

---

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage  
5450 Katella Ave Ste 101  
Los Alamitos, CA 90720-6800

CA 20 48 10 13      Designated Insured For Covered Autos Liability Coverage

CA 04 44 10 13      Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)

---

Any person or organization you are required to add as an additional insured under a written contract or agreement in effect prior to any accident, injury, loss or damage  
5450 Katella Ave Ste 101  
Los Alamitos, CA 90720-6800

CA 76 01 06 15      Designated Insured - Primary and Noncontributory - Covered Autos Liability Coverage

---

Los Angeles County Development Authority  
Attn Construction Management  
Project: Los Nietos Community and Senior Center Bid #CDC-18-076  
700 W Main St  
Alhambra, CA 91801-3312

CA 76 01 06 15      Designated Insured - Primary and Noncontributory - Covered Autos Liability Coverage

CA 04 44 10 13      Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)

Effective Date: 5/22/2023	PolicyNumber: ENP0009893-01
	Endorsement Number: 1
OTHER INSURANCE – PRIMARY WITHOUT RIGHT OF CONTRIBUTION	

This endorsement modifies insurance provided under the Contractors **Pollution Liability** coverage applicable to this policy.

All other terms and conditions of this Policy remain unchanged.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XIII. OTHER INSURANCE** is deleted in its entirety and replaced with the following:

**XIII. OTHER INSURANCE**

Subject to Clause VII. and VIII., where other valid and collectible insurance is available to the **Insured** for any **Pollution Condition or Claim**, this insurance shall apply as primary insurance versus any other valid and collectible insurance, and the Underwriters will have no right of contribution against any other insurance company providing insurance for a **Pollution Condition** or a **Claim** on a primary basis.

Effective Date: 5/22/2023	PolicyNumber: ENP0009893-01
	Endorsement Number: 2
Broadform Transportation Pollution Liability Coverage	

This endorsement modifies insurance provided under the Transportation Pollution Liability Coverage applicable to this policy.

All other terms and conditions of this Policy remain unchanged.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Definition V. "Transportation" is deleted in its entirety and replaced with the following:

- V. **"Transportation"** means the movement of **Cargo** and includes the carrier's loading and unloading of **Cargo** onto or from an automobile, aircraft, watercraft or other conveyance provided that the loading and unloading is performed by or on behalf of the **Insured**.

Effective Date: 5/22/2023	PolicyNumber: ENP0009893-01
	Endorsement Number: 3
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION	

This endorsement modifies insurance provided under the following:

#### CONTRACTORS POLLUTION LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

#### SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **Damages** or **Claims Expenses** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

Effective Date: 5/22/2023	PolicyNumber: ENP0009893-01
	Endorsement Number: 4
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS	

This endorsement modifies insurance provided under the following:

All other terms and conditions of this Policy remain unchanged.

#### CONTRACTORS POLLUTION LIABILITY COVERAGE PART

##### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured.

Effective Date: 5/22/2023	PolicyNumber: ENP0009893-01
	Endorsement Number: 5
WAIVER OF SUBROGATION – CONTRACTORS POLLUTION LIABILITY	

This endorsement modifies insurance provided under the Contractors Pollution Liability Coverage applicable to this policy.

All other terms and conditions of this Policy remain unchanged.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XIX. SUBROGATION** is deleted in its entirety and replaced with the following:

#### **XIX. SUBROGATION**

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The Underwriters agree to waive its rights of recovery against any person or entity for a **Claim** which is covered pursuant to this Policy, but only where indemnity or contractual obligation has been provided by the **Named Insured** pursuant to a written contract. Any recoveries shall be applied first to subrogation expenses, second to the **Named Insured** to the extent of any payments in excess of the Limit of Liability, third to **Damages, Cleanup Costs and Claims Expenses** paid by the Underwriters, and fourth to the Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.



**CNA Paramount Excess Liability**  
Policy Declarations

**POLICY DECLARATIONS**

**Named Insured and Mailing Address**

**Named Insured:**

PCN3 INC

**Mailing Address:**

11082 WINNERS CIR UNIT B  
LOS ALAMITOS, CA 90720-2893

**Policy Information**

**Policy Number:** 6080220330

**Renewal of:**

**Insurer's Name and Address:**

The Continental Insurance Company  
151 N Franklin St  
Chicago, IL 60606

**Producer Information**

**Producer:**

ASSUREDPARTNERS OF CA INS SVS LLC  
2913 PULLMAN ST  
SANTA ANA, CA 92705-5818

**Producer Code:** 240-091308

**Policy Period**

**01/13/2023 to 01/13/2024** at 12:01 a.m. Standard Time at your mailing address.

**Limits of Insurance**

<b>Each Incident Limit</b>	<b>\$5,000,000</b>
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<b>Aggregate Limit</b>	<b>\$5,000,000</b>
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<b>Policy Aggregate Limit</b>	<b>N/A</b>
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**Self-Insured Retention**

<b>Self-Insured Retention</b>	<b>\$0</b>
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Form No: CNA75503XX (03-2015)

Policy Declarations Page: 1 of 3

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: FFX 6080220330

Policy Effective Date: 01/13/2023

Policy Page: 7 of 18



**CNA Paramount Excess Liability**  
Policy Declarations

Schedule of Underlying Insurance			
Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
<b>Controlling Underlying Policy:</b>  Middlesex Insurance Company A0144715002 01/13/2023 to 01/13/2024	Umbrella Liability	Each Occurrence Limit	\$5,000,000
		Aggregate Limit	\$5,000,000
		Products/Completed Operations Aggregate Limit	\$5,000,000
		Personal and Advertising Injury Liability Limit	\$5,000,000
<b>Layer 1</b>		ALAE	Outside Limits
<b>Excess of various underlying primary insurance</b>			

Controlling Underlying Policy		
Controlling Underlying Insurer	Controlling Underlying Policy Number	Policy Period
Middlesex Insurance Company	A0144715002	01/13/2023 to 01/13/2024

Forms and Endorsements Attached to this Policy
<b>See SCHEDULE OF FORMS AND ENDORSEMENTS</b>

Premium	
Minimum Earned Premium	0% of the Total Premium
Total Premium	\$31,379.00
Premium includes the following amount for Certified Acts of Terrorism Coverage	\$0

Form No: CNA75503XX (03-2015)  
Policy Declarations Page: 2 of 3  
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: FFX 6080220330  
Policy Effective Date: 01/13/2023  
Policy Page: 8 of 18

# SECTION C

## PROPOSAL

for the

**PLACENTIA PUBLIC SAFETY CENTER PROJECT – PHASE 2  
CITY PROJECT NO. 5203**

in the

**CITY OF PLACENTIA**

**TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF PLACENTIA:**

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the Scope of Work as described on the Bid Documents and depicted in Appendix I. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of PLACENTIA, and to enter into a contract at the following prices. The undersigned agrees to complete the work within Two Hundred Seventy-Nine (279) working days, starting from the date of the Notice to Proceed or liquidated damages of \$3,000 per day will be applied.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the lump sum price set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE CITY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of ninety days from the bid opening date. If at such time the contract is not awarded, the CITY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the CITY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the CITY and this bid and the acceptance hereof may, at the CITY'S option, be considered null and void.

Accompanying this PDF proposal of bid, find Bid Bond in the amount of \$ 10% of bid amount which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice

Inviting Sealed Bids, payable to the CITY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	April 28, 2023	<del>Brian Abghasi</del>
2	April 27, 2023	<del>Brian Abghasi</del>
3	May 01, 2023	<del>Brian Abghasi</del>
4	May 02, 2023	<del>Brian Abghasi</del>

PLACENTIA PUBLIC SAFETY CENTER PROJECT – PHASE 2  
CITY PROJECT NO. 5203

BID SCHEDULE

ITEM NO.	ITEMS DESCRIPTION	QUANTITY	UNIT	TOTAL
1.	Phase 2 Improvements, complete in-place, per approved plans and technical specifications, the construction of the main building.	1	LS	\$ 9,888,000. <sup>00</sup>

TOTAL BID PRICE WRITTEN IN FIGURES: \$ 9,888,000.<sup>00</sup>

TOTAL BID PRICE WRITTEN IN WORDS: Nine Million Eight hundred eighty eight thousand dollars.<sup>00</sup>

PREQUALIFIED BIDDER'S NAME AND ADDRESS: PCN3, INC.  
11082 Winners Circle, Unit B  
Los Alamitos, CA 90702

### LIST OF SUBCONTRACTORS

In accordance with Public Contract Code Section 4104, the Bidder shall set forth the name and business address of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work to be done by such subcontractor.

Portion of Work	Name and Address of Subcontractor	State License Number	Class
Plumbing	APS Construction, Inc Riverside, CA	895795	B/C20 C36
Tile	Floored Tile & Stone Fontana, CA	791250	C54
Acoustical Panel Ceilings -	Prime acoustics Westlake Village, CA	739826	C2
Rebar	Quality Rebar, Inc San Diego, CA 92150	818593	C50
Plastic Laminate	New Star Construction Services Inc - Santa Ana, CA	1037776	C6
Architectural Cabinets			
Paving Striping	El Camino Asphalt Paving Corp Orange, CA	799983	C12
Glazing Storefront	Platinum Glass Corporation Chino, CA	1098729	C17

By submission of this proposal, the Bidder certifies that he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.

## LIST OF SUBCONTRACTORS

In accordance with Public Contract Code Section 4104, the Bidder shall set forth the name and business address of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work to be done by such subcontractor.

Portion of Work	Name and Address of Subcontractor	State License Number	Class
- Paint	Competitive Painting, Inc	1062093	C33
- water repellents	Moreno Valley, CA		
B.A. - Metals	Modern Metal Framing & Drywall, Inc	1073632	E9TB
- Framing & Drywall	Anaheim, CA		E2
- Clean	FPS Specialists in Fire Systems	592289	C10/1
- Agent	Brea, CA		C16
	Suppression systems & pre action		
	DET/controls		
- Fire	Qualco Fire Protection, Inc	786012	C16
	Suppression		
	Systems		
- HVAC	New Air Inc	995201	C20/C38
	Valencia, CA		B
- Low	MJ WireTech	1001060	C7
- Voltage	Lawndale, CA		

By submission of this proposal, the Bidder certifies that he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.



### LIST OF SUBCONTRACTORS

In accordance with Public Contract Code Section 4104, the Bidder shall set forth the name and business address of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work to be done by such subcontractor.

Portion of Work	Name and Address of Subcontractor	State License Number	Class
- Basaltic Resistant - Gypsum board - metal stud - Cement Plastering	Best Interiors Inc. 2100 E. Via Burton St, Anaheim, CA 92806	# 504013	B, C2, C9 C35
CMU	Kretschman & Smith, Inc 6293 Padly Rd, Riverside, CA 92509	# 467211	C29
elevator	A-Z Teck 4031 Goodwin Ave, Los Angeles, CA 90039	# 978449	C11
B.A. Roofing	Best Contracting services, Inc 19027 S. Hamilton Ave, Gardena, CA 90248	# 456263	B, C17 C20, C39, C43
Flooring - flooring fence - sheet metal & gate	Polygon Builders, Inc 7108 Katella Ave #460, Stanton, CA 90680	# 1014707	B
B.A. Steel	Trustworks International 1275 E. Franklin Ave, Pomona, CA 91766	# 1018654	C51/B
sheet metal	United Contractors 334 W. Oak St, San Bernardino, CA 92401	# 416125	C51, C43 C39
Metal Deck	Eckles Construction, Inc 8907 Wannon Ave, Ste 239, Huntington Beach, CA 92647	# 312536	A, B, C51 C90

By submission of this proposal, the Bidder certifies that he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.



NONCOLLUSION AFFIDAVIT  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California

ss.

County of Orange

Brian Abghari, being first duly sworn, deposes and says that he or she is President of PCN3, INC. the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

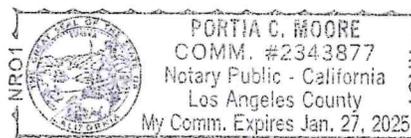
PCN3, INC.  
Name of Bidder

*Brian Abghari*  
Signature of Bidder

11082 Winners Circle, Unit B  
Los Alamitos, CA 90720  
Address of Bidder

Subscribed and sworn to before me this 31<sup>st</sup> day of May, 2023.

NOTARY PUBLIC *[Signature]*



NOTARY SEAL

# UTILITY AGREEMENT

## HONORABLE MAYOR AND CITY COUNCIL CITY OF PLACENTIA, CALIFORNIA

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as PLACENTIA PUBLIC SAFETY CENTER PROJECT, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

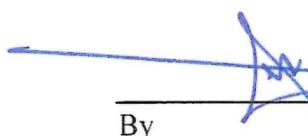
**"Qualified Person:** *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

PCN3, INC.

Contractor

 Brian Abghari

By

President

Title

Date: 5/3/23

### WORKERS COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

PCN3, INC.  
Contractor

  
Brian Abghari  
By

President  
Title

Date: 5/3/23

UNDERGROUND SERVICE ALERT  
IDENTIFICATION NUMBER

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the CITY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at 1-800-422-4133 a minimum of two working days before scheduled excavation.

Dig Alert Identification Number: TBA

PCN3, INC.  
Contractor

Brian Abghari  
By

President  
Title

Date: 5/3/23

**Note:** *This form is required for every Dig Alert Identification Number issued by U.S.A. during the course of the Work. Additional forms may be obtained from the CITY upon request.*

DESIGN ENGINEER MAY NOT BID ON  
CONSTRUCTION CONTRACT

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons(s), through joint ownership or otherwise.

ACKNOWLEDGED this 3rd day of May, 2023 at

Los Alamitos, CA

  
Authorized Signature Brian Abghari

President  
Position

PCN3, INC.  
Company

# NOTICE OF AFFIRMATIVE ACTION

By submitting a proposal on any job or entering into any contractual agreement with the City of Placentia, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex, age, or handicap in performing the work required under this proposal.

ACKNOWLEDGED this 3rd day of May, 2023, at Los Alamitos, CA.

  
\_\_\_\_\_  
Brian Abghari  
Authorized Signature

President  
\_\_\_\_\_  
Position

PCN3, INC.  
\_\_\_\_\_  
Company

**SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL**

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

PCN3, Inc.

Brian Abghari is the President, Secretary, treasurer and Manager

of PCN3, Inc.

Business Address:

11082 Winners Circle, Unit B, Los Alamitos, CA, 90720

Telephone Number: 562-493-4124

Date: 6/9/2023

Print Name: Brian Abghari  
Principal

Signature:   
President  
Title

**TAX IDENTIFICATION NUMBER**

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT  
401 E. Chapman  
Placentia, CA 92870

Exempt: Yes \_\_\_ No X Telephone ( 562 ) 493-4124

CORPORATION: 95-4738509

U.S.A. OR ANY AGENCIES THEREOF: n/a

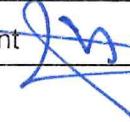
IRS CODE #501 TAX-EXEMPT ORGANIZATION: n/a

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: n/a

SOLE PROPRIETOR: n/a

A PARTNERSHIP: n/a

OTHER: n/a (Explain)

Signature/Title: President  Date: 6/9/2023

Project No. 5213

**BID GUARANTEE**

**TO THE CITY OF PLACENTIA  
PROJECT NO. \_\_\_\_\_**

As a material inducement to the City to award the contract for Project No. 5213 to PCN3, INC., the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: Placentia Public Safety Center ("the work").

Phase 2

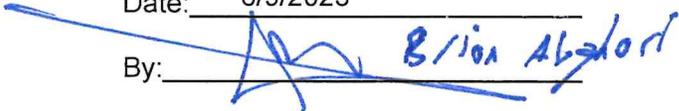
Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

Guarantor  
Contractor: PCN3, INC.  
Title: President

Date: 6/9/2023  
By: 

Project No. 5213

**STATEMENT OF NON COLLUSION BY CONTRACTOR**

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On 6/9/2023 at Los Alamitos California.

Firm PCN3, INC.

Street 11082 Winners Circle, Unit B

City Los Alamitos State CA Zip 90720

  
 (Signature)  
Brian Abghari, President  
 (Print Name & Title)

**CITY OF PLACENTIA  
PERFORMANCE BOND**

BOND NUMBER: 602-130095-1  
BOND PREMIUM: \$71,355.00  
BOND EXECUTED IN TRIPPLICATE  
PREMIUM IS FOR THE CONTRACT TERM  
AND IS SUBJECT TO ADJUSTMENT  
BASED ON FINAL CONTRACT PRICE

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to PCN3, Inc., a California corporation (hereinafter "Principal"), an Agreement, dated June 6, 2023 ("Agreement") whereby Principal agreed to provide construction services including Placentia Public Safety Center Project Phase 2 \_\_\_\_\_;

WHEREAS, the Public Work to be performed by the Principal is more particularly set forth in the Agreement which is incorporated herein by reference and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

NOW, THEREFORE, we, PCN3, Inc., as Principal, and United States Fire Insurance Company as Surety, are held and firmly bound unto the City in the sum of Nine Million Eight Hundred Eighty Eight Thousand & 00/100 Dollars (\$ 9,888,000.00) this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officer, agents and employees, as therein stipulated; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred in successfully enforcing the obligation on the bond, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of Agreement, the contract documents or of the work to be performed thereunder.

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any federal or state laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

---

Collection of liquidated damages by City due to Principal's failure to timely achieve Substantial Completion shall not limit, modify, or act as an offset or credit against Surety's obligation to arrange for or cause the completion of the Public Work as and when required by the Agreement.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the 6th day of June, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)

(Seal)

SURETY United States Fire Insurance Company

PRINCIPAL PCN3, Inc.

By *Terah Lane*  
Terah Lane, Attorney-In-Fact  
305 Madison Avenue  
Morristown, NJ 07960  
ADDRESS

By X *Brian Abghori* *president*  
X *Brian Abghori* *secretary*  
11082 Winners Circle  
Los Alamitos, CA 90720  
ADDRESS

APPROVED:  
from all

Two (2) Notarized Signatures required  
Corporations.

*Cesar R. [Signature]*  
CITY ATTORNEY

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The City Attorney of the City of Placentia must approve the bond.
4. The bond, after approval, must be filed with the City Clerk of the City of Placentia.



**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California }  
County of Orange

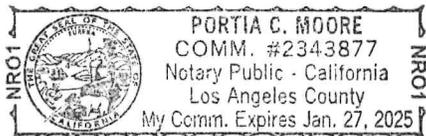
On June 8, 2023 before me, Portia C. Moore, notary public  
Date Here Insert Name and Title of the Officer

personally appeared Brian Abghari  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Performance Bond - City of Placentia

Document Date: June 10, 2023 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Brian Abghari Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): President & Secretary  Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General  Partner –  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

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

State of California )
County of Orange )

On 6/6/2023 before me, Vanessa Copeland, Notary Public, personally appeared Terah Lane Name(s) of Signer(s)

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

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: [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

- Capacity(ies) Claimed by Signer(s)
Signer's Name: Terah Lane
[ ] Individual
[ ] Corporate Officer - Title(s):
[ ] Partner: [ ] Limited [ ] General
[X] Attorney in Fact
[ ] Trustee
[ ] Guardian or Conservator
[ ] Other:

- Capacity(ies) Claimed by Signer(s)
Signer's Name:
[ ] Individual
[ ] Corporate Officer - Title(s):
[ ] Partner: [ ] Limited [ ] General
[ ] Attorney in Fact
[ ] Trustee
[ ] Guardian or Conservator
[ ] Other:

Signer Is Representing:

Signer Is Representing:

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

01016

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Eric Lowey, Mark Richardson, Vanesa Copeland, Kevin Cathcart, Lisa Pellerito, Terah Lane

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

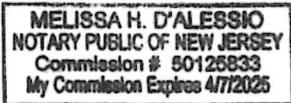
**UNITED STATES FIRE INSURANCE COMPANY**

Matthew E. Lubin, President



State of New Jersey }  
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **6th** day of **June** 20 **23**

**UNITED STATES FIRE INSURANCE COMPANY**

Michael C. Fay, Senior Vice President



(Use of City Bond Form is Required)

**LABOR AND MATERIAL PAYMENT BOND  
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, PCN3, Inc., as Principal, has entered into a contract dated June 6, 2023, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: Placentia Public Safety Center Project Phase 2 and all appurtenant work in accordance with PROJECT NO. 5213 which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, PCN3, Inc., as Principal, and United States Fire Insurance Company, a corporation organized under the laws of Delaware and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of Nine Million Eight Hundred Eighty Eight Thousand & 00/100 Dollars (\$9,888,000.00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this 6th day of June, 2023.

(Corporate Seal)

PCN3, Inc.

Principal

By *Brian Abghori*

Title *President/secretary*

(Corporate Seal)

United States Fire Insurance Company

Principal

By *Terah Lane*

Title Terah Lane, Attorney-In-Fact

APPROVED AS TO FORM:  
/s/ Christian L. Bettenhausen  
City Attorney

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California }  
County of Orange }

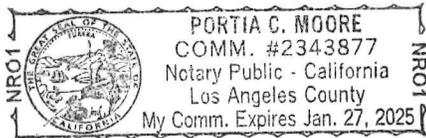
On June 8, 2023 before me, Portia C. Moore, notary public  
*Date Here Insert Name and Title of the Officer*

personally appeared Brian Abghari  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



*Place Notary Seal and/or Stamp Above*

Signature [Handwritten Signature]  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Labor and Material Payment Bond Public Work (California)

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Brian Abghari

Corporate Officer – Title(s): President

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

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State of California )

County of Orange )

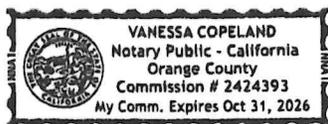
On 6/6/2023 before me, Vanessa Copeland, Notary Public, personally appeared Terah Lane Name(s) of Signer(s)

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

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: [Handwritten Signature] Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: Terah Lane

- Individual
Corporate Officer - Title(s):
Partner: Limited General
Attorney in Fact (checked)
Trustee
Guardian or Conservator
Other:

Signer Is Representing: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
Corporate Officer - Title(s):
Partner: Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing: \_\_\_\_\_

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

01016

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Eric Lowey, Mark Richardson, Vanesa Copeland, Kevin Cathcart, Lisa Pellerito, Terah Lane

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

**UNITED STATES FIRE INSURANCE COMPANY**

Matthew E. Lubin, President



State of New Jersey }  
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **6th** day of **June** 20 **23**

**UNITED STATES FIRE INSURANCE COMPANY**

Michael C. Fay, Senior Vice President



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

PCN3, INC.

2 Business name/disregarded entity name, if different from above

As above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_
- Other (see instructions) ► \_\_\_\_\_
- C Corporation
- S Corporation
- Partnership
- Trust/estate

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

11082 Winners Circle, Unit B

Requester's name and address (optional)

6 City, state, and ZIP code

Los Alamitos, CA, 90720

7 List account number(s) here (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		

or

Employer identification number									
9	5	-	4	7	3	8	5	0	9

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Date ►

6/9/23

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Agenda Item No: 1.f

## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 16, 2025

Submitted by: Rosanna Ramirez

From: Administrative Services

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### **Subject:**

Resolution to Adopt Amendments to the City of Placentia Policy and Procedures Manual, Claims Settlement Authorization Policy No. 407

### **Financial Impact:**

#### Fiscal Impact:

None

### **Summary:**

California Government Code Sections 935.4 and 949 permit the City Council, by resolution, to delegate authority to City Staff to pay, compromise, or settle pending claims. On August 19, 2008, the City Council adopted Resolution No. R-2008-74, which amended Policy No. 407 of the City's Policy and Procedures Manual to increase the City Administrator's claims settlement authority from \$10,000 to \$25,000. The purpose of this policy amendment was to create consistency with the City Administrator's purchasing authority at the time, which was also \$25,000.

On December 7, 2021, the City Council adopted Ordinance No. O-2021-13, which amended Section 3.08.085 of the Placentia Municipal Code to increase the City Administrator's purchasing authority to \$40,000. To remain consistent with the City Administrator's purchasing authority, Staff recommends amending Policy No. 407 to increase the City Administrator's claims settlement authority from \$25,000 to \$40,000. Staff also recommends amending Policy No. 407 to authorize the City Administrator to designate the Deputy City Administrator to settle claims up to \$5,000. Under the amended policy, claim settlements greater than \$40,000 will require approval from the City Council. The City Council will also continue to approve the annual budget allocated to claim and lawsuit settlements.

### **Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2025-47, a Resolution of the City Council of the City of Placentia, Approving and Adopting Amendments to the City of Placentia Policy and Procedures Manual, Claims Settlement Authorization Policy No. 407.

### **Strategic Plan Statement:**

There is no specific Strategic Plan Goal or Objective associated with this Council action.

**Discussion:**

California Government Code Sections 935.4 and 949 permit the City Council, by resolution, to delegate authority to City Staff to pay, compromise, or settle pending claims. On August 19, 2008, the City Council adopted Resolution No. R-2008-74, which amended Policy No. 407 of the City's Policy and Procedures Manual to increase the City Administrator's claims settlement authority from \$10,000 to \$25,000. The purpose of this policy amendment was to create consistency with the City Administrator's purchasing authority at the time, which was also \$25,000.

On December 7, 2021, the City Council adopted Ordinance No. O-2021-13, which amended Section 3.08.085 of the Placentia Municipal Code to increase the City Administrator's purchasing authority to \$40,000. To remain consistent with the City Administrator's purchasing authority, Staff recommends amending Policy No. 407 to increase the City Administrator's claims settlement authority from \$25,000 to \$40,000. Staff also recommends amending Policy No. 407 to authorize the City Administrator to designate the Deputy City Administrator to settle claims up to \$5,000.

These proposed policy amendments are consistent with state law and will reduce the need for City Council to consider modest settlements as part of closed session. In addition, delegating settlement authority to City Staff will help expedite the resolution of certain claims and save costs by limiting exposure to ongoing or potential litigation. Under the amended policy, claim settlements greater than \$40,000 will require approval from the City Council. The City Council will also continue to approve the annual budget allocated to claim and lawsuit settlements.

**Fiscal Impact Summary:**

There is no fiscal impact to this action.

**Attachments**

[Attachment 2 - Policy No. 407 Claims Settlement Authorization Resolution No. R-2025-47.docx](#)

**CLAIMS SETTLEMENT AUTHORIZATION**

The City receives a number of claims each year. The City retains third-party administrators to investigate claims, make settlement recommendations, and provide related services.

This policy establishes a process by which claims can be settled in a timely manner. There shall be three levels of authority for the settlement of claims. Generally, authority is established by the dollar amount of the settlement.

**CLAIMS UNDER \$5,000:**

The City Administrator shall designate the Deputy City Administrator to authorize settlements for claims up to \$5,000.

**CLAIMS BETWEEN \$5,001 AND \$40,000:**

The City Administrator shall be authorized to settle claims starting at \$5,001 and up to \$40,000.

**CLAIMS OVER \$40,000:**

Claims greater than \$40,000 shall not be settled without prior authorization from the City Council.

**RESOLUTION NO. R-2025-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, APPROVING AND ADOPTING AMENDMENTS TO THE CITY OF PLACENTIA POLICY AND PROCEDURES MANUAL, CLAIMS SETTLEMENT AUTHORIZATION POLICY NO. 407**

**A. Recitals**

(i). The City of Placentia heretofore has adopted policies and procedures for the guidance of all elected and appointed officials, officers, and employees of the City as well as to establish policies and procedures for the implementation of provisions of the Placentia Municipal Code and provisions of state and federal law.

(ii). To remain consistent with the City Administrator’s purchasing authority of \$40,000, Policy No. 407 shall be amended to increase the City Administrator’s claims settlement authority to \$40,000. Policy No. 407 shall also be amended to authorize the City Administrator to designate the Deputy City Administrator to settle claims up to \$5,000. Any claim settlements over \$40,000 will require City Council approval.

(iii). A full, true, and correct copy of Policy No. 407, to be incorporated into the Policy and Procedures Manual of the City of Placentia, is attached hereto and by this reference incorporated 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., of this Resolution.
2. That Policy No. 407 hereby is amended and hereby incorporated into the Policy and Procedures Manual of the City of Placentia.

**APPROVED and ADOPTED this 16<sup>th</sup> day of September 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 16<sup>th</sup> day of September 2025 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

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Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

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Christian L. Bettenhausen, City Attorney



Agenda Item No: 2.a

## **PLACENTIA CITY COUNCIL AGENDA REPORT**

Meeting Date: September 16, 2025

Submitted by: Joe Lambert

From: Development Services

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### **Subject:**

Consideration of the Chapman Corridor Revitalization Plan which includes the adoption of the Chapman Corridor Revitalization Plan, the Chapman Corridor Streetscape Master Plan, General Plan Amendment (GPA) 2025-01, Zone Change (ZCA) 2025-03, and Specific Plan Amendment (SPA) 2025-01 to establish the Chapman Corridor Specific Plan with new development standards

### **Financial Impact:**

#### Fiscal Impact:

No direct fiscal impacts are associated with this agenda item. Potential significant economic benefit to the local Placentia economy, including jobs, public & private investment, and annual/one-time revenue.

### **Summary:**

On October 1, 2019, City Council adopted the comprehensive General Plan Update. This update included all Elements of the General Plan except the Housing Element, which was adopted as part of the required 6th Cycle Regional Housing Needs Assessment (RHNA) allocations in March 2022, which is in the process of state certification. The Land Use Element of the 2019 General Plan strongly encourages enhancements, improvements to the visual image, physical design characteristics, economic vitality and infrastructure of the Chapman Corridor. City Council previously authorized Placeworks, Inc. (Placeworks) to complete the Chapman Corridor Revitalization Plan document and supporting environmental documentation furthering the goals of the General Plan. Along with other robust public outreach efforts including a public workshop, City Council has conducted three Study Sessions related to the Chapman Corridor Plan and provided direction on several key policies to move the effort forward. The Planning Commission conducted a Session and two subsequent public hearings regarding the Chapman Corridor Revitalization Plan.

On August 12, 2025, the Planning Commission adopted Resolution PC-2025-08 recommending that City Council find that General Plan Amendment (GPA) 2025-01, Zone Change (ZCA) 2025-03, and Specific Plan Amendment (SPA) 2025-01 are exempt under State California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and recommended approval of General Plan Amendment (GPA) 2025-01 to change the current land use designation area from existing various designations to "Specific Plan" and to make conforming Land Use Element Amendments for the project area; and, to approve Zone Change (ZCA) 2025-03, and Specific Plan Amendment (SPA) 2025-01 changing the existing

Zoning for the project area from existing various Zoning designations to “Chapman Corridor Specific Plan” and establishing development standards for the “Chapman Corridor” district for the project area; and recommending adoption of the Chapman Corridor Streetscape Master Plan.

**Recommendation:**

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

1. Open the Public Hearing concerning the Chapman Corridor Revitalization Plan, the Chapman Corridor Streetscape Master Plan, General Plan Amendment (GPA) 2025-01, Zone Change (ZCA) 2025-03, and Specific Plan Amendment (SPA) 2025-01; and
2. Receive the staff report and consider all public testimony; and
3. Close the public hearing; and
4. Adopt Resolution R-2025-48, a Resolution of the City Council of the City of Placentia, California, finding that General Plan Amendment (GPA) 2025-01, Zone Change (ZCA) 2025-03, and Specific Plan Amendment (SPA) 2025-01 are exempt under State California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and approving General Plan Amendment (GPA) 2025-01 to change the current land use designation area from existing various designations to “Specific Plan” and to make conforming Land Use Element Amendments for the Chapman Corridor project area; and, approving the Chapman Corridor Streetscape Master Plan; and
5. Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2025-08, an Ordinance of the City Council of the City of Placentia, California approving Zone Change (ZCA) 2025-03 and Specific Plan Amendment (SPA) 2025-01 adding Chapter 23.113 entitled “Chapman Corridor Specific Plan” to the Placentia Municipal Code, adopting the Chapman Corridor Specific Plan with development standards and amending Municipal Code Section 23.08.010 to establish the Chapman Corridor District, and amending the official Zoning Map of the City of Placentia changing the existing zoning for the Chapman Corridor project area from existing various zoning designations to Chapman Corridor Specific plan for the Chapman Corridor Project Area.

**Strategic Plan Statement:**

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

Promote Community and Economic Development, as Objective Number 3.5 is to Initiate the Chapman Corridor Specific Plan and Objective Number 3.6 is to create design review guidelines and procedures. This agenda item will directly result in creation of the Chapman Corridor Specific Plan and will also create design review guidelines specific to the Chapman Corridor.

**Discussion:**

**BACKGROUND:**

The General Plan is the City’s land use constitution, a legal policy document that is mandated to exist by the State of California. The General Plan is intended to reflect the community’s values and to set policies to guide in the development, maintenance, and use of the City’s built environment. It forms the basis for future decision making as it relates to the mandatory and optional Elements of the General Plan. The Land Use Element is one of seven mandatory General Plan Elements required by the State of California. On October 1, 2019, City Council adopted the comprehensive General Plan Update, which included an updated Land Use Element. The Land Use Element of the 2019 General Plan strongly encourages enhancements and improvements to the visual image, physical design characteristics,

economic vitality and infrastructure of the Chapman Corridor and other major corridors as indicated in the subsequent Goals.

- Goal LU-1 states: Provide a well-balanced land use pattern that accommodates existing and future needs for housing, commercial, industrial and open space/recreation uses, while providing adequate community services to City residents. Policy LU-1.10 further states: Create specific zoning or plans for major corridors within the City. This would include the Chapman Avenue corridor and the Placentia Avenue corridor, among other major thoroughfares.
- Goal LU-3 states: Revitalize underutilized, abandoned or dilapidated commercial, industrial and residential uses and properties. Policy LU-3.1 furthers this goal by stating: Encourage opportunities for redevelopment and improvements in the Old Town area, the TOD district, industrial areas, neighborhoods in the southern sector of the City, and commercial centers along major roadway corridors.
- Goal LU-5 states: Improve urban design in Placentia to ensure that development is both architecturally attractive and functionally compatible and to create identifiable neighborhoods, and community areas. Policy LU-6.6 furthers this goal by stating: Improve urban design in Placentia to ensure that development is both architecturally attractive and functionally compatible and to create identifiable neighborhoods, and community areas.
- Goal LU-6 states: Enhance and improve the visual image, economic vitality and infrastructure of the Old Town area, TOD, and surrounding areas, like the future Chapman corridor. Policy LU-6.6 furthers this goal by stating: Focus planning and economic development efforts to spur development and infrastructure improvement on major transportation corridors, such as the future Chapman Avenue Corridor.
- Goal LU-10 states: Create enhanced connectivity with California State University Fullerton (CSUF) campus community. Policy LU-10.2 furthers this goal by stating: In creating the aforementioned corridor plans, the City shall take into consideration the nearby Cal State University Fullerton campus community and capitalize on its proximity.

In October 2022, City Council approved a professional services agreement with Placeworks to draft the Chapman Corridor Revitalization Plan (the Plan) document and supporting environmental documentation furthering the aforementioned goals of the General Plan. Concurrent with approval of the corridor plan document, Staff also recommends the adoption of the Chapman Corridor Streetscape Master Plan which has been prepared by Nuvis consulting, working with Placeworks throughout this effort.

On February 7, 2023, City Council conducted the first Study Session related to the Chapman Corridor Plan and provided direction on several key policies to move the effort forward. The first set of policy questions were related to the corridor boundaries. The second set of policy questions were related to land use and site testing, including: 1. What does Council envision for the future of Chapman Corridor?, 2. What are key objectives for Chapman Corridor?, and 3. What mobility options should be considered for Chapman Avenue and connections to Old Town and the future Metrolink Station? The third set of policy questions were related to additional uses and mobility (transportation). Those questions were: 1. What additional uses and or types of development should be explored?, and 2. Which mobility options and connections should this plan prioritize? At this time, City Staff and Placeworks will present the

progress made since February and will present additional policy questions to City Council.

On October 3, 2023, City Council conducted the second Study Session related to the Chapman Corridor Plan and provided direction on additional key policies to move the effort forward. At that meeting, City Council concurred with the general direction of the draft land use plan and concurred with eliminating street parking on one remaining section of eastbound Chapman Avenue. After receiving City Council input, Placeworks and Staff moved forward in drafting the Chapman Corridor Specific Plan with development and design standards.

On March 18, 2025, City Council conducted its third and final Study Session related to the Chapman Corridor Revitalization Plan. That presentation summarized a review of the project to date, summary of public outreach, proposed land use districts and sub-areas and existing conditions (including land use, urban design, mobility, opportunity areas, mobility considerations, and policy guidance/questions, with next steps. The presentation included street sections prepared by consultants to demonstrate potential Chapman Avenue street sections, and elements from the draft Chapman Corridor Streetscape Master Plan. The goal of that Study Session was to receive final City Council input and public input prior to moving forward with the General Plan Amendment, Zone Change/Specific Plan implementation process.

On May 13, 2025, the Planning Commission conducted a Study Session which served as a forum for the Planning Commission to ask any questions of Staff regarding the Draft Chapman Corridor Revitalization Plan and associated documents. The Planning Commission held two subsequent public hearings regarding the Chapman Corridor Revitalization Plan. On August 12, 2025, the Planning Commission adopted Resolution PC-2025-08 recommending that City Council find that General Plan Amendment (GPA) 2025-01, Zone Change (ZCA) 2025-03, and Specific Plan Amendment (SPA) 2025-01 are exempt under State California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and recommending approval of General Plan Amendment (GPA) 2025-01 to change the current land use designation area from existing various designations to "Specific Plan" and to make conforming Land Use Element Amendments for the project area; and, to approve Zone Change (ZCA) 2025-03, and Specific Plan Amendment (SPA) 2025-01 changing the existing Zoning for the project area from existing various Zoning designations to "Chapman Corridor Specific Plan" and establishing development standards for the "Chapman Corridor" district for the project area; and recommending adoption of the Chapman Corridor Streetscape Master Plan.

**Public Outreach:**

In addition to three City Council Study Sessions, one Planning Commission Study Session and two Public Hearings at Planning Commission, the City of Placentia hosted a Community Workshop on March 30, 2023, to solicit input from the community on the Chapman Corridor Revitalization Plan. The workshop was held at the Powell Building and was attended by 15 to 20 community members. The workshop consisted of a PowerPoint presentation that included an overview of the project, followed by an open house format with interactive activities and stations. Questions included: What should the Study Area include? What are your ideas for Chapman Corridor? What types of uses and buildings would you like to see? and What potential mobility and streetscape improvements would you like to see? A summary of feedback received from the workshop is in the Chapman Corridor Revitalization Plan document.

The Chapman Corridor Revitalization Plan Online Survey was available for three months

between March 30, 2023, and July 10, 2023. This survey corresponded to activities that were available during the first Community Workshop held on March 30th. A total of 86 survey responses were received, 85 in English and 1 in Spanish. The survey was promoted on the City's webpage dedicated to Chapman Corridor, the City Facebook page, at the Placentia Palooza event, and at the City Development Services counter. The survey gathered community feedback on the study area boundaries and ideas for the future of Chapman Corridor and included a visual preference survey of potential land uses and building types on the corridor. A summary of the survey results is in the Chapman Corridor Revitalization Plan document.

### **DISCUSSION:**

The Chapman Corridor Revitalization Plan development standards and regulations will foster responsible, progressive and attractive development to meet City Council's goals for the corridor. Medium density, mixed-use, and new commercial development will bring new businesses and residents to the Chapman Corridor, and to the adjacent Old Town Placentia and TOD (Transit Oriented Development) Districts, benefiting the traditional downtown with new shoppers and diners. Another benefit of the Revitalization Plan is to plan for appropriate successor commercial and mixed-use development that will unify the Chapman Corridor from Placentia Avenue to Kraemer Boulevard. Staff envisions that the plan will encourage the consolidation of smaller parcels for new development, providing a catalyst for development, thereby increasing pedestrian activity and revenue to the City in the form of property taxes, sales tax, potential Transient Occupancy Tax (hotel tax) and impact fees. This will also result in a more unified aesthetic for the Chapman Corridor, which currently appears aesthetically and visually inconsistent between Placentia Avenue and Kraemer Boulevard.

### **Chapman Corridor Specific Plan Land Uses:**

If the Chapman Corridor Specific Plan is adopted by City Council, the following land use definitions guide future uses for the corridor and implement the vision for this Plan. Table 3-1 (Attachment 1) provides the maximum density, intensity, and summary for buildout of the Chapman Corridor Revitalization Plan.

Single Family Flex (SFF) - The Single-Family Flex designation is on existing single-family parcels along Chapman Avenue and Sunset Drive in the Gateway West district and at Anned Drive in the Gateway Core District. The SFF designation would allow existing R-1 zoning and land uses to continue and also allows adaptive reuse of structures for flexibility of commercial use. For example, residential buildings could be adapted to offices, such as those found on arterial streets in neighboring cities of Orange and Fullerton. The SFF designation would preserve single-family uses, allow flexibility for home business conversion to activate and diversify use types, and maintain the residential character of the neighborhood.

Commercial Corridor (CC) - The Commercial Corridor designation is at the existing In-N-Out, Placentia Plaza shopping center, car wash at the intersection of Chapman Avenue and Placentia Avenue in the Gateway West District. This designation would allow current commercial uses to continue to operate. This designation preserves commercial uses but increases intensity to incentivize further redevelopment.

Mixed-Use (MU) - The Mixed-Use designation is at the intersections of Chapman Avenue at Murray Street, Walnut Avenue, Bradford Avenue, and Kraemer Boulevard. MU would encourage a diversity of use types along the corridor and accommodate the future catalyst site (Angelina Development) in the Gateway East District and a hotel in the Gateway West District.

Depending on the subarea, this designation allows for 2 to 3-story, 3 to 4-story, and 5-story building heights if certain conditions are met. Building heights are restricted when located adjacent to single-family residential uses. Mixed-use could be vertical or horizontal. There is no requirement for ground-floor commercial or incorporation of retail. Projects may be 100 percent residential or 100 percent commercial.

Multifamily Flex (MFF) - Multifamily Flex designation would allow for multifamily development between 32 and 45 dwelling units per acre, depending on the subarea. This designation will preserve existing residential areas in the Gateway Core, Gateway Neighborhood and Gateway East Districts, as well as encourage multifamily development adjacent to Kraemer Park along Chapman Avenue. Existing uses would be allowed to remain in these areas, and lot consolidation would be required to achieve higher density development. Building heights are restricted to 30 feet when located adjacent to single-family residential uses.

Mixed-Use Civic Center (MU-CI) - The Mixed-Use Civic Center is at the existing City Hall and Library at the northeast corner of Kraemer Boulevard and Chapman Avenue. The Mixed-Use Civic Center designation would provide flexibility in uses and standards for future use of the Civic Center. This standard would allow for 3- to 4-story buildings, and 5 stories if certain conditions are met.

Open Space Recreation (OS-R) - The Open Space Recreation is at the existing Kraemer Memorial Park. This designation is intended to preserve the existing park and allow for passive and active recreational uses.

Planned Unit Development (PUD-4) - See the Placentia Municipal Code (PMC) Chapter 23.72, "PUD" Planned Unit Development District.

As is the case in the City's TOD zone, a developer could take advantage of the benefits of a designated catalyst site. A catalyst site is defined as the first entitled project in the Plan area and meets the following criteria:

- a. It must be a minimum of one acre and shall contain no less than 65 dwelling units per acre.
- b. The catalyst site may exceed maximum allowed building height by one floor.
- c. If the first entitled project is withdrawn after entitlement, the next entitled project may be identified as a catalyst site under discretion of the Planning Director.

A catalyst project has been identified on a 2.96-acre parcel at the southwest corner of Chapman Avenue and Kraemer Boulevard. This mixed-use project tentatively features 239 new units at approximately 81 dwelling units per acre, a 2,310-square-foot café, and 5,240 square feet of retail office space. The proposed project is six stories high, and parking is in the first two stories. The City of Placentia has identified this project as a catalyst site.

**General Plan Amendment:**

This project requires the General Plan Land Use Element including the Land Use Map to be revised to change the current land use designation from the current land use designation area from existing various designations to "Specific Plan" for the project area. This new designation helps to consolidate the project area, making it easier to attract and guide development. This action will also make the General Plan Land Use Element increasingly internally consistent, in that it will realize Land Use Goals LU-1, LU-3, LU-5, LU-6 and LU-10.

### **Land Use Consistency between Specific Plan (Zoning) and General Plan:**

The proposed project would enhance the City's Municipal Code to further align zoning regulations with the General Plan. Where the proposed project is silent, the City's Municipal code will continue to apply, using the context and objectives of the proposed project as a guide. The proposed regulatory document would provide flexibility for commercial and residential opportunities to develop in the Chapman Corridor in accordance with the General Plan. Existing uses within the Chapman Corridor would be allowed to remain; however, the proposed Specific Plan would create flexibility for potential residences to convert to home businesses and for a variety of mixed-use opportunities throughout the project site.

To implement the Plan vision, the proposed Specific Plan provides flexibility for commercial and residential opportunities to develop. The land use plan aligns with recommendations from the community and City Council and enhances the character of Placentia and Chapman Corridor. Existing uses are allowed to remain; however, new designations create flexibility for potential residences to convert to home businesses and for a variety of mixed-use opportunities throughout the corridor. Another example of this flexibility are the existing multiple-family uses that will be designated MFF or MU. The existing, legally established uses will not be considered non-conforming and can remain as they are. However, the Specific Plan does provide a framework if property owners choose to redevelop a given site. Additionally, this Plan and its future implementation is consistent with the Goals and policies of multiple Elements of the City's General Plan including Land Use, Mobility, Health, Wellness and Environmental Justice, and the Economic Development Element.

### **Buildout Numbers:**

Through the Planning process, Staff, in conjunction with Placeworks, tested the maximum buildout, discussed areas likely to change and balanced that with an economic demand study and Fehr & Peer's traffic analysis, augmented by their August 5, 2025 Memorandum (attached).

The final buildout proposed in the Chapman Corridor Revitalization Plan - identified as target buildout - features 36% fewer residential units and 70% fewer commercial square feet than the original buildout scenario. The final buildout numbers have been reduced multiple times using an iterative process to ensure that the Plan area will NOT be overbuilt and will be consistent with the contemplated buildout of the 2019 General Plan and related Environmental Impact Report (EIR). It should be noted that the total maximum number of new residential units expected to be built as part of the Chapman Corridor Revitalization Plan is 614 units. The rest of the contemplated development would be commercial in nature.

Keeping the buildout numbers lower also ensures that the Level of Service (LOS) for affected intersections will not change due to approval of the Plan. Moreover, the consultant's analyses also indicate that it is quite likely that every property along the corridor would redevelop, nor is it reasonable to assume that even if they did that they would all be built at maximum development level.

### **Chapman Corridor Revitalization Plan – Frequently Asked Questions (FAQs):**

#### **What is the Chapman Corridor Revitalization Plan?**

The Chapman Corridor Revitalization Plan is a long-term vision and strategic planning effort to enhance the Chapman Avenue corridor between Placentia Avenue and the Kraemer Boulevard. The Plan aims to guide future development, improve transportation and walkability, support economic growth, and preserve the corridor's unique character.

### **Is the City planning to use Eminent Domain?**

**Absolutely not. The City of Placentia is not, and will not, pursue eminent domain as part of the Chapman Corridor Revitalization Plan.** Any future development or improvements envisioned under the plan will be based entirely on voluntary participation, cooperative partnerships, and incentive-based programs. The City is committed to respecting private property rights and ensuring that no property will be taken or condemned through force or mandate.

### **Why is this plan being developed?**

The Chapman Avenue Corridor is centered around Chapman Avenue, a critical east-west arterial in Placentia. It currently has a mix of aging commercial centers, underutilized parcels, and limited pedestrian related infrastructure. The City initiated the plan to:

- Encourage reinvestment and revitalization
- Promote compatible infill development
- Improve mobility and safety for the community
- Support local businesses and attract new opportunities
- Create a cohesive urban design identity for the corridor

### **Will this plan lead to gentrification or displacement?**

No. The City of Placentia is firmly committed to ensuring that the Chapman Corridor Revitalization Plan does not result in the displacement of existing residents or businesses. Equitable development is at the core of this effort. The Plan will include specific, proactive tools designed to protect and uplift current community members—not push them out.

### **What types of improvements are being considered?**

The plan is proposing to include:

- Updated land use designations and zoning
- Streetscape enhancements (lighting, trees, pedestrian crossings)
- Traffic calming and bike infrastructure
- Design guidelines for future developments

### **How does this affect my property?**

For property owners, the plan is proposed to:

- Provide new development opportunities
- Increase flexibility for land use
- Offer design guidance for renovations or expansions

No private property will be redeveloped without property owner's consent, proper noticing and public input. Property rights will be respected throughout the process.

### **Planning Commission Action:**

The Planning Commission held one Study Session and two subsequent Public Hearings regarding the Chapman Corridor Revitalization Plan. On August 12, 2025, after closing the Public Hearing(s), the Planning Commission adopted a Resolution recommending that City Council find that General Plan Amendment (GPA) 2025-01, Zone Change (ZCA) 2025-03, and Specific Plan Amendment (SPA) 2025-01 are exempt under State California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3); and recommended approval of General Plan Amendment (GPA) 2025-01 to change the current land use designation area from existing various designations to "Specific Plan" and to make conforming

Land Use Element Amendments for the project area; and, to approve Zone Change (ZCA) 2025-03, and Specific Plan Amendment (SPA) 2025-01 changing the existing Zoning for the project area from existing various Zoning designations to “Chapman Corridor Specific Plan” and establishing development standards for the “Chapman Corridor” district for the project area; and recommended adoption of the Chapman Corridor Streetscape Master Plan. As part of their recommendation of approval, the Planning Commission recommended an amendment to the Plan changing the land use designation of APN 339-033-22 (131 W. Chapman Ave.) within the Chapman Corridor Revitalization Plan to MU (Mixed-Use) in lieu of MFF (Multi-family flex), and to require that hospitality uses with the GW District are permitted only with a valid Use Permit. These recommended changes to the plan were based on Staff's recommendation and public input.

**Adjustments to the Chapman Corridor Revitalization Plan based on Public Input:**

As stated above, the Planning Commission recommended an amendment to the plan changing the land use designation of APN 339-033-22 (Suzie's Freeze) to MU (Mixed-Use) in lieu of MFF (Multi-family flex). Staff worked with the subject property owner to alleviate their concerns regarding the future land use of their property and the recommended land use change was made in response to the property owner's concerns. The Planning Commission recommendation to require that hospitality uses with the GW District are permitted only with a valid Use Permit was also in response to community concerns regarding a potential hotel site on the south side of Chapman Avenue. Staff had already recommended that hospitality uses require a valid Use Permit, and Planning Commission affirmed that recommendation. Based on the recommended change to the land use designation of APN 339-033-22, the proposed buildout shown in Table 3.1 (attached) has been updated.

The draft Chapman Corridor Revitalization Plan evaluated by Planning Commission included an omission/error regarding pawn shops and secondhand stores. Pawn shops were listed as "N" instead of "NP" (Not Permitted). Staff recommends that pawn shops shall remain designated "NP" (Not Permitted) in the Plan. Secondhand stores were not listed in the draft plan, but are now treated equally to other retail uses consistent with State law.

Based on public input, Staff has worked with the consultant to make other changes to the plan. These include: specifying how building height is measured clarifying certain maximum allowable building heights when adjacent to residential uses. In the Mixed-Use designation of the Gateway West (GW) Subarea, no portion of a hotel building shall exceed 40 feet in height within 50 feet of any residential building. The maximum height in the Mixed-Use Subarea was reduced from 65 feet to 55 feet. Throughout the Plan, other potential development in the Mixed-Use designation is limited to either 30 or 35 feet when adjust to Single-Family Residential zoning. Clarification on measuring building height has also been added. Staff, Planning Commission and elected officials have earnestly taken public input into account throughout the planning process which has spanned almost three years. Adjustments to the plan have been made subsequent to public input in an effort to address all tangible concerns.

**CEQA:**

The proposed General Plan Amendment, Zoning Code Amendment and Specific Plan was reviewed by Placeworks in accordance with the requirements of the California Environmental Quality Act (“CEQA”). Based on that review, Staff and the Planning Commission recommend that the City Council find that adoption of GPA 2025-01, ZCA 2025-03, SPA 2025-01 is exempt under State California Environmental Quality Act (CEQA) Guidelines Section 15061(b) (3) in that it can be seen with certainty that there is no possibility that the activity would result

in a significant effect on the environment, the activity is not subject to CEQA. The proposed project is a policy document that implements the City's existing General Plan goals, policies and zoning for the Chapman Corridor. The proposed project does not include specific development projects; rather, the proposed project would implement and address general provisions, permitted uses, development and design standards, mobility and infrastructure improvements, and design guidelines to revitalize this portion of the City consistent with the General Plan. Future development projects would be subject to separate environmental review under CEQA and to compliance with the established regulatory framework including federal, state, regional and local regulations. The Draft Notice of Exemption is attached (Attachment 2).

### **CONCLUSION:**

As one of the few gateways to the City of Placentia, the Chapman Corridor Revitalization Plan aims to allow for a vibrant mix of uses, development standards to stimulate the economic and social environment of the Chapman Corridor. Revitalizing this corridor will create an inviting entry that welcomes residents and visitors while providing connections to the adjacent districts and the City's Civic Center. New mixed-use developments in the TOD area and beyond have increased the City's housing stock and provided cafes and other businesses for residents and visitors. Chapman Avenue itself provides an efficient way to connect to the freeway, Old Town, and the Metrolink Station by driving, taking transit, cycling, or walking. This Plan allows for integrated land use patterns that encourage multimodal travel, walkability, mixed-use development, increased opportunities for residential, public/private open space, and high-quality urban design that is in scale with its respective property and its surrounding area. The Plan encourages a network of cohesive developments that revitalizes the corridor, provides a path to the Old Town and TOD Packing House Districts, and anchors the western city boundary with the City's Civic Center. Development standards and design guidelines (Chapters 4 & 5) are specially tailored for the future development of the Chapman Corridor.

### **Fiscal Impact Summary:**

No direct fiscal impacts are associated with this agenda item. Potential significant economic benefit to the local Placentia economy, including jobs, public & private investment, and annual/one-time revenue.

### **Attachments**

1. [Table 3-1 CCRP.pdf](#)
2. [Draft CEQA Notice of Exemption.pdf](#)
3. [Chapman Corridor Mobility Memo.pdf](#)
4. [CCRP Housing Concepts.pdf](#)
5. [PC Minutes 07.08.25 and 08.12.25.pdf](#)
6. and 6.a. [Resolution R-2025-48.docx](#)
- 6.b. [LU Element Changes 777 W. Orangethorpe\\_CCRP.pdf](#)
- 6.c. [Chapman Corridor SSMP.pdf](#)
7. and 7.a.b. [Ordinance O-2025-08.docx](#)
- 7.c. [CCRP Hearing Draft Sept 2025.pdf](#)

Table 3.1: Proposed Buildout Statistical Summary					
Designation	Acreage	Max Density (DU/AC)	Max FAR	Target Residential Dwelling Units	Target Non-residential Square Feet
<b>Single Family Flex (SFF)</b>	<b>5.7</b>	<b>6</b>		<b>34</b>	
Gateway West	5.0		--	30	--
Gateway Core	0.7			4	
<b>Mixed-Use (MU)</b>	<b>15.7</b>	<b>35-45</b>	-	<b>339</b>	<b>112,000</b>
Gateway West <sup>1</sup>	2.1	45	1.0	35	72,000
Gateway Core	<del>6.46-1</del>	35	0.5	65	26,140
Gateway East <sup>2</sup>	7.5	35	0.5	239	13,860
<b>Commercial Corridor (CC)</b>					
Gateway West	<b>7.3</b>		<b>1.0</b>	--	<b>120,000</b>
<b>Multifamily Flex (MFF)</b>	<b>36.6</b>	<b>30-45</b>		<b>754</b>	
Gateway Core <sup>2</sup>	<del>4.75-0</del>	30	--	80	--
Gateway Neighborhood	17.8	45		400	
Gateway East	13.8	35		274	
<b>Mixed-Use Civic Center (MU-CI)</b>					
Gateway East	<b>6.0</b>	<b>45</b>	<b>0.35</b>	<b>272</b>	--
<b>Open Space Recreation (OS-R)</b>					
Gateway Core	<b>11.4</b>	--	<b>.02</b>	--	<b>9,990</b>
<b>Planned Unit Development (PUD-4)</b>	<b>17.1</b>	<b>15</b>	--	<b>254</b>	--
<b>ROW</b>	<b>20.5</b>	--	--	--	--
<b>Total</b>	<b>120.4</b>	--	--	<b>1,653</b>	<b>241,900</b>

Source: Economic Demand Study, Kosmont, 2024. [See Appendix A.](#)

NOTE: Buildout is estimated for properties that are most likely to change use or redevelop.

1. Building square feet includes a hotel, estimated to have approximately 120 rooms.
2. City Owned Property and Catalyst Site may develop at a higher density if the criteria in Section 3.3 are met.

## NOTICE OF EXEMPTION

To:  Office Land Use and Climate Innovation  
1400 Tenth Street  
Sacramento, CA 95814

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

County of Orange  
Assessor-County Clerk-Recorder  
601 N. Ross Street  
Santa Ana, CA 92701

Project Title: Chapman Corridor Revitalization Plan

Project Location: The project site encompasses approximately 0.13 square miles (approximately 120 acres) of a largely developed, one-mile stretch of Chapman Avenue referred to as the "Chapman Corridor." Specifically, the Chapman Corridor is located between Placentia Avenue and the Civic Center and Cinnamon Tree Condos just beyond the intersection of Chapman Avenue and Kramer Boulevard in the City of Placentia, Orange County.

Assessor's Parcel Number(s): See attachment

Project Description: The Chapman Corridor Revitalization Plan (proposed project) is a specific plan that would serve as the implementation tool for the refined zoning for the Chapman Corridor. The proposed project would provide permitted uses, development and design standards, mobility and infrastructure improvements, and design guidelines. The proposed project would enhance the City's Municipal Code to further align zoning regulations with the General Plan. Where the proposed project is silent, the City's Municipal code will continue to apply, using the context and objectives of the proposed project as a guide. The proposed project would provide flexibility for commercial and residential opportunities to develop in the Chapman Corridor in accordance with the General Plan. Existing uses within the Chapman Corridor would be allowed to remain; however, proposed project would create flexibility for potential residences to convert to home businesses and for a variety of mixed-use opportunities throughout the project site.

Lead Agency: City of Placentia

Applicant: City of Placentia

Exemption Status:  Ministerial [Section 21080(b); 15268];  
 Declared Emergency [Section 21080(b)(3); 15269(a)];  
 Emergency Project [Section 21080(b)(4); 15269(b)(c)];

- General Rule [Section 15061(b)(3)]; Common Sense Exemption**
- Categorical Exemption, State Type, and Section number:
- Approval of Rates, Tolls, Fares, and Charges [Section 21080(b)(8)(D)];
- Statutory Exemption [Section 15273(a)(4)].

**REASONS WHY THIS PROJECT IS EXEMPT OR DOES NOT REQUIRE FURTHER ENVIRONMENTAL DOCUMENTATION:**

The project is exempt under State California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), which states:

(b) *A project is exempt from CEQA if:*

1. The project is exempt by statute (see, e.g. Article 18, commencing with Section 15260)
2. The project is exempt pursuant to a categorical exemption (see Article 19, commencing with Section 15300 [of the CEQA Guidelines]) and the application of that categorical exemption is not barred by one of the exceptions set forth in Section 15300.2.
- 3. The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.**
4. The project will be rejected or disapproved by a public agency (See Section 15270[b])
5. The project is exempt pursuant to provisions of Article 12.5 of this Chapter

As stated in CEQA Guidelines 15061(b)(3), where it can be seen with certainty that there is no possibility that the activity would result in a significant effect on the environment, the activity is not subject to CEQA. “A project that qualifies for neither a statutory nor a categorical exemption may nonetheless be found exempt under what is sometimes called the ‘common sense’ exemption, which applies ‘[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment’.” (Muzzy Ranch at 380, citing CEQA Guidelines, § 15061(b)(3), and Davidson Homes v. City of San Jose (1997) 54 Cal.App.4th 106, 113–118).

As discussed under *Project Description*, the proposed project is a policy document that builds from the City’s existing General Plan and zoning for the Chapman Corridor. The proposed project does not include specific development projects; rather, the proposed project would implement and address general provisions, permitted uses, development and design standards, mobility and infrastructure improvements, and design guidelines to revitalize this portion of the City consistent with the General Plan. Because the proposed project is consistent with the General Plan, the proposed project would not exceed the development proposed under General Plan buildout. The proposed project would refine the zoning regulations to further align with the General Plan. Future development projects would be subject to separate environmental review under CEQA and to

compliance with the established regulatory framework including federal, State, regional and local regulations.

Therefore, because the activity in question is adoption of a policy document, which does not entitle development and would not allow development beyond what is currently allowed in the City General Plan, there is no possibility that the proposed project would have a significant effect on the environment and is not subject to CEQA.

Lead Agency

Contact Person: Joseph Lambert

Area Code/Telephone/Extension: (714) 993-8124

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Signed by Lead Agency  Signed by Applicant

# Memorandum

Date: August 5, 2025

To: Suzanne Schwab, AICP, Placeworks

From: Paul Herrmann, T.E.  
Donna Lewandowski, AICP, RSP<sub>2B</sub>

**Subject: Chapman Corridor Revitalization Plan Streetscape Master Plan**

OC23-0951

As part of the Chapman Corridor Revitalization Plan, the Chapman Corridor Streetscape Master Plan is proposing Class II bike lanes from Placentia Avenue to Angelina Drive, which would replace the existing Class III bike route and would remove existing on-street parking.

## Considerations

### Placentia General Plan

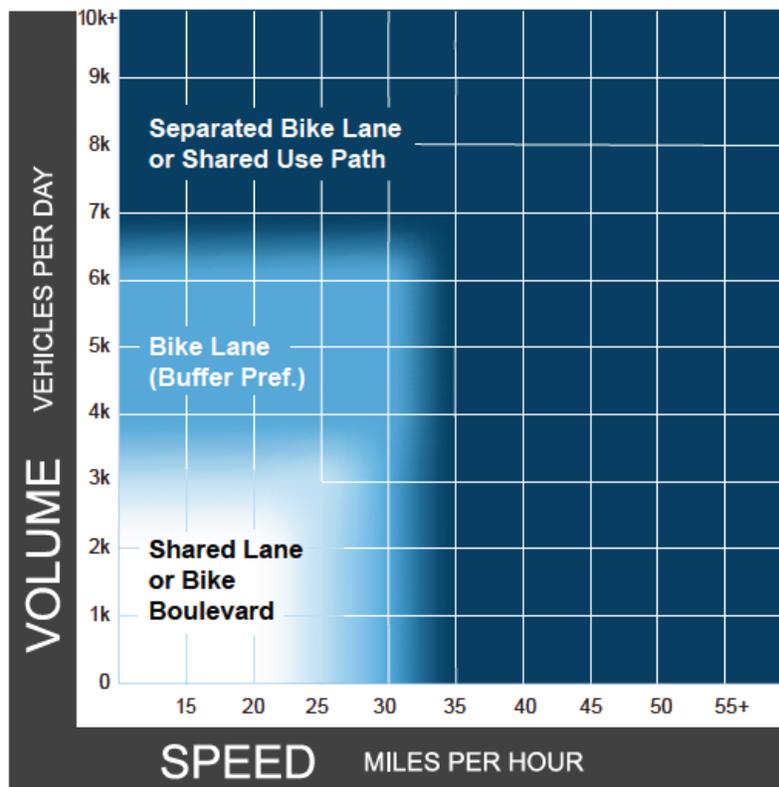
The current City of Placentia General Plan (PGP) directly supports the removal of parking on all arterial streets both in general, and for the express purpose of installing Class II bicycle lanes. Chapman Avenue between Placentia Avenue and Angelina Drive is designated as a Primary Arterial roadway in the Orange County Master Plan of Arterial Highways (PGP Exhibit 3-1, page 3-9) and proposed as a Secondary Arterial roadway (PGP Exhibit 3-7, page 3-44). The PGP complies with all applicable planning laws at the time of adoption, including the Complete Streets Act (AB 1358) which requires that the City plan for all modes of transportation for all ages and abilities. The relevant guidance and policies from the General Plan are:

- This segment of Chapman is in the plan as a Proposed Class 2 Bike Lane (Go Placentia Loop Map, PGP Exhibit 3-5, page 3-31)
- Policy MOB - 2.14 Require adequate off-street parking for all land uses and **eliminate parking on all arterial streets.** (PGP page 3-47)
- Policy MOB - 4.18 **Reduce or eliminate parking on arterial roads to provide space for expanding Class II bicycle lanes.** (PGP page 3-50)
- Policy MOB - 4.4 Provide direct, continuous bicycle routes for commuter and recreational cyclists that also **improve the safe passage of cyclists.** (PGP page 3-49)
- Policy MOB - 4.7 Support bikeways that **minimize cyclist/motorist conflicts** (PGP page 3-50)
- Policy MOB - 4.9 Support and implement policies and regulations to **comply with recognized bicycle infrastructure design standards** of the Federal Highway Administration (FHWA), the California Department of Transportation (Caltrans) and the American Association of Highway and Transportation Officials (See AASHTO guidance below). (PGP page 3-50)
- Policy MOB - 4.11 Support policies, programs and projects **that make bicycling safer and more convenient** for all types of cyclists. (PGP page 3-50)

- Policy MOB - 4.13 Support projects and programs to **facilitate safer travel by bicycle** to key destinations within the community and the larger region, including the new Metrolink station, when completed. (PGP page 3-50)
- Policy MOB - 1.5 Roadway improvements and expansions shall include prioritizing public transit and shared mobility in order to address gaps in the multi-modal transit system, improve and incentivize mobility for shared vehicles, discourage single occupancy vehicles, and **expand non-motorized transportation options.** (PGP page 3-46)

## AASHTO Guidance

According to guidance in the AASHTO Guide for the Development of Bicycle Facilities, 5<sup>th</sup> Edition, the most appropriate bikeway type for the conditions in this corridor (35 MPH, 16,000 ADT) is a Separated Bike Lane or Shared Use Path (Class I). Due to space constraints and the desire of the City not to remove a vehicle travel lane, a Class II facility was selected as a compromise. Following the most up-to-date guidance, the current Class III bikeway is not appropriate for this corridor, nor does it meet the desire of the community for “Enhanced Bicycle Facilities” (see “Community Input” below).



### Notes

- 1 Chart assumes operating speeds are similar to posted speeds. If they differ, use operating speed rather than posted speed.
- 2 Advisory bike lanes may be an option where traffic volume is <3K ADT. See Section 9.9 for more information on advisory bike lanes.
- 3 See Section 4.5 for a discussion of alternatives if the preferred bikeway type is not feasible.

Figure 4-1: Preferred Bikeway Type for Urban Core, Urban, Suburban, and Rural Town Contexts

## Crash Data Review

Published crash data along Chapman Avenue (adjacent to the existing on-street parking) was reviewed from the Transportation Injury Mapping System (TIMS). TIMS was developed by SafeTREC to provide access to California collision data, the Statewide Integrated Traffic Records System (SWITRS). The following data was recorded between 2013 and early 2025 (based on the available data at the time of this memo):

- 48 crashes were reported that resulted in injuries of 61 victims
  - 8 involved pedestrians
  - 3 involved bicyclists
  - 2 involved motorcyclists
- 1 collision resulted in the death of a motorcyclist
- 2 serious injuries were recorded with 1 involving a pedestrian

## Crash Modification Factor

According to the FHWA's Crash Modification Factor Clearinghouse, prohibiting on-street parking on minor arterials in an urban setting results in a 20% reduction in injury crashes<sup>1</sup> and a 27% reduction in property damage only crashes<sup>2</sup>.

### Countermeasure: Prohibit on-street parking

CMF	CRF(%)	Quality	Crash Type	Crash Severity	Roadway Type	Area Type
0.8	20	★★★★★	All	A,B,C	Minor Arterial	Urban
0.73	27	★★★★★	All	O	Minor Arterial	Urban

It also noted in the Crash Modification Factor Clearinghouse that Chapman Avenue's current configuration with parking prohibited on only one side of the street is associated with a 49% increase in injury crashes.<sup>3</sup> General observations of this phenomenon is that people are more likely to make risky maneuvers to access parking on the opposite side of the street.

### Countermeasure: Prohibit parking on one side of road

CMF	CRF(%)	Quality	Crash Type	Crash Severity	Roadway Type	Area Type
1.49	-49	★★★★★	All	A,B,C	Not specified	Urban

Based on the above, it is estimated that prohibiting on-street parking on Chapman Avenue could have reduced 10 to 24 injury crashes over the 12-year period.

<sup>1</sup> <https://cmfclearinghouse.fhwa.dot.gov/detail.php?facid=153>

<sup>2</sup> <https://cmfclearinghouse.fhwa.dot.gov/detail.php?facid=154>

<sup>3</sup> <https://cmfclearinghouse.fhwa.dot.gov/detail.php?facid=158>

## Examples of Support in Safety Literature

### Effects of On-Street Parking In Urban Context: A Critical Review (2017)<sup>4</sup>:

- For high-speed streets (Free Flow Speed 35-40 mph) parking increases the crash rate entirely and even for individual crash types
- On-street parking can contribute towards safety in low-speed environments while it hinders safety in high-speed environments
- After an extensive review, this study has arrived at the conclusion that on-street parking should be restricted along major streets

### Reassessing On-Street Parking (TRB 2008)<sup>5</sup>:

- It is equally important to note that high speed ( $\geq 35$  MPH) streets with parking generally had higher crash rates at all severity levels than all other street categories

## SB 1216

While it is generally understood that the intent of SB 1216 is to reduce the instances of Class III bike lanes on roadways with speeds of 35 MPH and above, the law does not strictly prohibit the maintenance or establishment of Class III bike lanes on these roadways. It does, however, prohibit using sharrow (shared-lane) markings on them, and eliminates state and federal monetary support for Class III bike lanes on roadways with speeds of 35 MPH and above, which includes Chapman Avenue.

## Community Input

“Enhanced Bicycle Facilities” was the second most common request noted on the public survey for the corridor, while “Pedestrian Safety Improvements” was the top request. The proposed streetscape incorporates multimodal improvements to address the top two requests from the public and will provide a safer, more accessible and more equitable environment for Placentia residents and visitors.

### Q7:What potential corridor improvements would you like to see on chapman Ave ? (Multiple Choice)

Question	Responses
Pedestrian safety improvements	58
Enhanced Bicycle Facilities	38
Trolley System	28
Bus Stop Improvements	25
Bike Share Program	17
Shuttle Connections to Future Metrolink Station	0
Electric Vehicle Charging Stations	0
Extended Transit Network Coverage (More stops, extended hours, more connections to popular destinations)	0

<sup>4</sup> [https://www.researchgate.net/publication/315729734\\_Effects\\_of\\_On-Street\\_Parking\\_In\\_Urban\\_Context\\_A\\_Critical\\_Review](https://www.researchgate.net/publication/315729734_Effects_of_On-Street_Parking_In_Urban_Context_A_Critical_Review)

<sup>5</sup> <https://trid.trb.org/view/848841>

During City Council Study Sessions, October 2023 and March 2025 Council gave direction to remove on-street parking along Chapman Boulevard to create a safe environment for all users of the street and to ensure smooth traffic flow for vehicles.

## Outcomes and Tradeoffs

The proposed increase in commercial and residential uses in the corridor is anticipated to stimulate local travel, including walking and biking, and the vision of the plan is to provide safe facilities for people walking and riding bicycles. Expected outcomes of the removal of parking and installation of a Class II bike lane include:

- The removal of on-street parking spaces is supported directly by policies in the Placentia General Plan, both in general, and specifically for the installation of Class II bike lanes
- The bike lanes fit within the curb-to-curb space and would not reduce vehicle capacity
- A reduction in injury collisions by 20% and property damage only crashes by 27%
- Increased safety of bicyclists through the corridor
- Improved equity for low-income individuals and people who do not drive, which may include persons with disabilities, young adults, students and local employees
- Increased encouragement to use transit due to the improved safety of a significant first-mile/last-mile connector between the future MetroLink Station and nearby attractions, such as the college, hospital, and shopping/entertainment
- Traffic calming effects from the addition of bike lanes along with the street scape improvements due to the narrowing of vehicle travel lanes and creation a safer environment for all users of the street
- The loss of 35 parking spaces

## Concept #1

Land Use	(MMF) Multi-Family Flex in (GC) Gateway Core District	
Acres	0.9	
Typology	Surface Parked Apartments	
	Required/ Allowed	Provided
Density	Max. 45 du/ac with 25% affordable	24.4 du/ac
Units	Max. 40 units	22 units
Front Setbacks	Min. 15 ft	15 ft
Side Setbacks	Min. 5 ft	5 ft
Rear Stepback	Min.10 ft for units and 0 ft for parking	10 ft for units and 0 ft for parking
Height	Max. 35 ft/ 3 stories	25 ft
Parking	Consistent with R-3 requirements per Placentia Municipal Code Chapter 23.78 (25% affordable units can potentially reduce parking requirement to 1.5sp/unit)	1.5 sp/ unit
	Total Required: 33 sp	Total Provided: 33 sp
Open Space	200 sf/ unit (private + common)	200 sf/unit



# Corner of W Chapman Ave. & N Main St.

CHAPMAN CORRIDOR - PLACENTIA, CA

## Concept #2

Land Use	(MMF) Multi-Family Flex in (GC) Gateway Core District	
Acres	0.9	
Typology	Surface Parked Apartments	
	Required/ Allowed	Provided
Density	Max. 45 du/ac with 25% affordable	28.8 du/ac
Units	Max. 40 units	26 units
Front Setbacks	Min. 15 ft	15 ft
Side Setbacks	Min. 5 ft	5 ft
Rear Stepback	Min.10 ft for units and 0 ft for parking	10 ft for units and 0 ft for parking
Height	Max. 35 ft/ 3 stories	35 ft
Parking	Consistent with R-3 requirements per Placentia Municipal Code Chapter 23.78 (25% affordable units can potentially reduce parking requirement to 1.5sp/unit)	1.69 sp/ unit
	Total Required: 39 sp	Total Provided: 44 sp
Open Space	200 sf/ unit (private + common)	200 sf/unit



# Corner of W Chapman Ave. & N Main St.

CHAPMAN CORRIDOR - PLACENTIA, CA

### Concept #3

Land Use	(MMF) Multi-Family Flex in (GC) Gateway Core District	
Acres	0.9	
Typology	Surface Parked Apartments	
	Required/ Allowed	Provided
Density	Max. 45 du/ac with 25% affordable	30 du/ac
Units	Max. 40 units	27 units
Front Setbacks	Min. 15 ft	15 ft
Side Setbacks	Min. 5 ft	5 ft
Rear Stepback	Min.10 ft for units and 0 ft for parking	10 ft for units and 0 ft for parking
Height	Max. 35 ft/ 3 stories	35 ft
Parking	Consistent with R-3 requirements per Placentia Municipal Code Chapter 23.78 (25% affordable units can potentially reduce parking requirement to 1.5sp/unit)	1.48sp/ unit
	Total Required: 41sp	Total Provided: 40
Open Space	200 sf/ unit (private + common)	200 sf/unit



## Corner of W Chapman Ave. & N Main St. CHAPMAN CORRIDOR - PLACENTIA, CA

## Concept #4

Land Use	(MMF) Multi-Family Flex in (GC) Gateway Core District	
Acres	0.9	
Typology	Podium (2 stories of residential over 1 level of parking)	
	Required/ Allowed	Provided
Density	Max. 45 du/ac with 25% affordable	33.3 du/ac
Units	Max. 40 units	30 units
Front Setbacks	Min. 15 ft	15 ft
Side Setbacks	Min. 5 ft	5 ft
Rear Stepback	Min.10 ft for units and 0 ft for parking	10 ft for units and 0 ft for parking
Height	Max. 35 ft/ 3 stories	35 ft
Parking	Consistent with R-3 requirements per Placentia Municipal Code Chapter 23.78 (25% affordable units can potentially reduce parking requirement to 1.5sp/unit)	1.7 sp/ unit
	Total Required: 34 sp	Total Provided: 51 sp
Open Space	200 sf/ unit (private + common)	200 sf/unit



# Corner of W Chapman Ave. & N Main St.

CHAPMAN CORRIDOR - PLACENTIA, CA

**PLACENTIA PLANNING COMMISSION  
MINUTES  
REGULAR MEETING  
July 8, 2025  
6:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Commissioner/Chair Perez called the meeting to order at 6:35 p.m.

**ROLL CALL:**

PRESENT: Commissioner Evans, Guerrero, Navarro, Smith, Rocke, Perez  
ABSENT: None

**STAFF PRESENT:**

Assistant City Attorney Kristi J. Smith, Director of Development Services Joseph Lambert, Planning Manager Andrew Gonzales, Associate Planner Lesley Whittaker, Deputy Director of Public Works Gabriel Gabany-Guerrero, Administrative Assistant Margie McCoy

**PLEDGE OF ALLEGIANCE:** Commissioner Smith

**ORAL COMMUNICATIONS:** Resident Joshua Correa stated that he'd like to see Placentia focus on its heritage, residents and history. He is a painter and presented a painting he stated is a vision-casting of what a City sign spanning Chapman Avenue could look like. He's painted other pictures in and around Placentia.

**CONSENT CALENDAR:**

1. **Minutes  
Placentia Planning Commission Regular Meeting of:  
June 10, 2025**

Recommended Action: Approve  
(Approved 4-0-2-0 as recommended)

**Motion by Smith second by Guerrero and carried on a (4-0-2-0) vote to approve the Consent Calendar.**

Ayes: Guerrero, Navarro, Smith, Perez  
Noes: None  
Abstain: Evans, Rocke  
Absent: None

**PUBLIC HEARING:**

1. **Applicant: City of Placentia  
Project Location: Citywide**

**REVIEW OF THE CHAPMAN CORRIDOR REVITALIZATION PLAN WHICH INCLUDES THE ADOPTION OF THE CHAPMAN CORRIDOR REVITALIZATION PLAN, THE CHAPMAN CORRIDOR STREETSCAPE MASTER PLAN, GENERAL PLAN AMENDMENT (GPA) 2025-01, ZONE**

**CHANGE (ZCA) 2025-03, AND SPECIFIC PLAN AMENDMENT (SPA)  
2025-01 TO ESTABLISH THE CHAPMAN CORRIDOR SPECIFIC PLAN  
WITH NEW DEVELOPMENT STANDARDS**

Recommended Action: Adopt Resolution recommending City Council approve the project as recommended by Staff

Chair Perez opened the Public Hearing at 6:41 p.m.

Development Services Director Joseph Lambert provided background on the Chapman Corridor Revitalization Plan, including its adoption and the consultant's role. The plan aims to enhance Chapman Avenue from Placentia Avenue to N. Kraemer Blvd., improving transportation, supporting economic growth, and preserving the Corridor's unique character. Director Lambert clarified that the City will not use Eminent Domain and emphasized the voluntary participation of private property owners. The Plan includes new Zoning designations, consistent with existing ones, and aims to provide Design Guidelines for new developments. Director Lambert then introduced consultant Suzanne Schwab from Placeworks to give a full presentation of the Chapman Corridor Project.

Consultant Schwab introduced herself and the other consultants involved in the plan including Placeworks, Fehr and Peers, and Nuvis, and then outlined the seven chapters of the plan, including Vision and Guiding Principles, Land Use Plans, and Development Standards. The plan includes sub-areas with tailored land use standards to transition along the Corridor, such as Gateway West, Gateway Core, and Gateway Neighborhood. Consultant Schwab also discussed the potential for new mixed-use developments, commercial corridor improvements, and the preservation of existing developments.

The following Public Speakers came forward to address the Planning Commission with their concerns about the proposed project: Barbara Openshaw, Denise May, Noel Andersen, Richard Geiger, Suzanne Palazuelos Geiger, Ivan Cisneros, Richard Salazar, Jack Harrison, Alicia Dillender, Carolyn Woolhouse, Blanca Lopez, Kelly Agama, Marleen Cortez, Omar Cortez, David Chun, John Walcek, Laurie Mann-Hart, Saeed Yazdi and Frank Bandera.

Public comments included concerns about the proposed development changing the nature of Chapman Avenue, the lack of public outreach regarding the project, traffic issues, the potential displacement of residents and emphasizing the need for affordable housing. Additional residents expressed concerns about the impact on the small-town feel of Placentia and the potential for high-rise developments. Questions were also raised about alternatives, the division of homeowners, and the protection of residents from new development and its potential impacts. One resident highlighted environmental reviews and predicted increased taxes for current residents, while another complained about the short notice and lack of information provided to homeowners, particularly those at Cinnamon Tree and was concerned that there would be a potential for developers to buy out residents. There were also concerns about the impact on parking, the safety of disabled residents and transparency regarding potential development.

Chair Perez closed the Public Hearing at 8:45 p.m.

Commissioners' questions included the funding for street improvements and the potential impact on citywide development fees. Director Lambert agreed that the Chapman Corridor Plan is a set of policy tools and standards, not a requirement for development. A Commissioner suggested adding language to the trash and recycling enclosure section to ensure adequate turnaround space for trash trucks. Both Director Lambert and Consultant

Schwab answered questions about the mobility and infrastructure section, including the elimination of parking along Chapman and the installation of bike lanes. Director Lambert emphasized that the multi-family flex zone allows for the same density as the existing zoning and that any redevelopment of a condominium complex would require unanimous agreement among all property/condominium owners. Commissioners inquired about the feasibility of building public parking lots.

Commissioner Rocke suggested continuing the discussion about this item to a later date to allow for more community input and better understanding of the proposed changes.

**Motion by Rocke second by Perez and carried on a (5-1-0-0) vote to continue this item to the next Regular Planning Commission Meeting on August 12, 2025.**

Ayes: Evans, Guerrero, Navarro, Rocke, Perez  
 Noes: Smith  
 Abstain: None  
 Absent: None

**REGULAR AGENDA:**

**1. Applicant: City of Placentia**

**Project Location: Citywide**

**Study Session Regarding Residential Development Standards**

**Motion by Evans second by Guerrero and carried on a (5-1-0-0) vote that this item is continued to the next Regular Planning Commission Meeting on August 12, 2025**

Ayes: Evans, Guerrero, Smith, Rocke, Perez  
 Noes: Navarro  
 Abstain: None  
 Absent: None

**OLD BUSINESS: None**

**NEW BUSINESS: None**

**DEVELOPMENT REPORT:**

Chick-fil-A is nearing end of construction. Grand Opening date will be announced. Toll Brothers is finalizing construction of 100 homes. Former Carl's Jr. on Imperial and Rose is slated to turn into a Better Buzz Coffee restaurant. Director Lambert also thanked the Commissioners for patience and professionalism in hearing from a large number of Public Speakers at tonight's meeting.

**DIRECTOR'S REPORT: None**

**PLANNING COMMISSION REQUESTS:**

Commissioner Evans asked that any commonly asked questions from tonight be added to Placentia's website along with any additional project information that would be helpful to residents.

**ADJOURNMENT:**

Chair Perez adjourned the Regular Meeting of the Planning Commission at 9:30 p.m. to the regular meeting of Tuesday, August 12, 2025, at 6:30 p.m. in the City Council Chambers at 401 East Chapman Avenue, Placentia, CA.

**Submitted by,**

---

Joseph M. Lambert,  
Secretary to the Planning Commission

**PLACENTIA PLANNING COMMISSION  
MINUTES  
REGULAR MEETING  
August 12, 2025  
6:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Vice Chair Rocke called the meeting to order at 6:40 p.m.

**ROLL CALL:**

PRESENT: Commissioner Evans, Guerrero, Navarro, Smith, Rocke,

ABSENT: Perez

**STAFF PRESENT:**

Assistant City Attorney Kristi J. Smith, Director of Development Services Joseph Lambert, Planning Manager Andrew Gonzales, Associate Planner Lesley Whittaker, Planning Technician Sen Liyanage, Deputy Director of Public Works Gabriel Gabany-Guerrero, Administrative Assistant Margie McCoy

**PLEDGE OF ALLEGIANCE:** Commissioner Navarro

**ORAL COMMUNICATIONS:** None

**CONSENT CALENDAR:**

1. **Minutes  
Placentia Planning Commission Regular Meeting of:  
July 8, 2025**

Recommended Action: Approve  
(Approved 5-0-0-1 as recommended)

**Motion by Guerrero second by Evans and carried on a (5-0-0-1) vote to approve the Consent Calendar.**

Ayes: Evans, Guerrero, Navarro, Smith, Rocke

Noes: None

Abstain: None

Absent: Perez

**PUBLIC HEARING:**

1. **Applicant:** Yuri Oh, representing Hold Fitness Group, Inc.  
(Hold Studio)

**Project Location:** 1225 E. Imperial Highway

**USE PERMIT NO. 2025-04. A REQUEST FOR A BOUTIQUE FITNESS STUDIO IN AN EXISTING 2,200 SQUARE-FOOT COMMERCIAL TENANT SPACE LOCATED AT 1225 E. IMPERIAL HIGHWAY, WITHIN THE NEIGHBORHOOD COMMERCIAL (C-1) ZONING DISTRICT**

**Recommended Action:** Adopt Resolution recommending City Council approve the project as recommended by Staff

Vice Chair Rocke opened the Public Hearing at 6:40 p.m.

Development Services Director Joseph Lambert introduced Planning Technician Sen Liyanage to present the Staff Report. The proposed studio will have three full-time employees, five part-time employees, and will operate classes during weekdays and weekends. Parking requirements have been met, and the proposed use is consistent with the General Plan and Zoning requirements.

The Applicant was available to answer questions from Commissioners which included questions regarding the studio's proximity to residential areas and the possibility of increased noise. Commissioners were also concerned about the flow of traffic and the need for clearly defined fire exits. The applicant stated that noise would be managed and will include class schedules and breaks to ensure smooth traffic flow onsite. The applicant also confirmed that the studio equipment will be professionally installed to address concerns regarding equipment falling during a potential earthquake.

Vice Chair Rocke closed the Public Hearing at 6:45 p.m.

**Motion by Smith second by Evans and carried on a (5-0-0-1) vote to approve as recommended by Staff.**

Ayes: Evans, Guerrero, Navarro, Smith, Rocke,  
 Noes: None  
 Abstain: None  
 Absent: Perez

**2. Applicant: City of Placentia**

**Project Location: Citywide**

**PUBLIC HEARING (CONTINUED FROM JULY 8, 2025) REGARDING THE CHAPMAN CORRIDOR REVITALIZATION PLAN WHICH INCLUDES THE ADOPTION OF THE CHAPMAN CORRIDOR REVITALIZATION PLAN, THE CHAPMAN CORRIDOR STREETScape MASTER PLAN, GENERAL PLAN AMENDMENT (GPA) 2025-01, ZONE CHANGE (ZCA) 2025-03, AND SPECIFIC PLAN AMENDMENT (SPA) 2025-01 TO ESTABLISH THE CHAPMAN CORRIDOR SPECIFIC PLAN WITH NEW DEVELOPMENT STANDARDS**

Vice Chair Rocke opened the Public Hearing at 6:51 p.m.

Development Services Director Joseph Lambert provided background on the Chapman Corridor Revitalization Plan, including its purpose, vision, and its consistency with the General Plan. The plan includes zoning changes, a new Specific Plan, and infrastructure improvements to enhance mobility and economic growth. The proposed Plan features four districts: Gateway West, Gateway Core, Gateway Neighborhood and Gateway East, with various Land Use designations in each district. The Plan aims to balance development with community needs, ensuring that existing residents and businesses are not negatively impacted.

The following Public Speakers came forward to address the Planning Commission with concerns about the proposed project: Prianca Vail, Terry Monson, Suzanne Palazuelos, Barbara Openshaw, David Drake, Sergio Ruiz, Pat Evert, Noel Andersen, Kathy Hernandez, Richard Salazar, Jacob Tynes, Jana Laborde, Carolyn Woolhouse, Chuck Schiebeck, Blanca Lopez, Danielle Plum, Paul (first name only), Richard Geiger, Steve Reinstein, Elvia Torres, Dawn Lee, Jeremy Rodriguez, Bill Zavala, Frances Yu and Linda Verigne.

Anjali Tapadia, a business owner in Placentia, spoke in support of the Chapman Corridor Plan. A letter of support was received from Elizabeth Hansburg, Cofounder and Director of People for Housing, citing the need for more new housing units, the increased potential for economic growth, streetscape enhancements, improved mobility and safety, as well as revitalized civic spaces.

Public comments opposing the Plan included concerns about traffic, property values, and the potential for high-density development. Residents highlighted the lack of adequate community outreach and the need for more time to gather input before making decisions. Specific concerns include the potential for Eminent Domain, the impact on local businesses, and the adequacy of the traffic study. Residents requested a postponement of the vote to allow for further community engagement and to address their concerns.

Development Services Director Lambert addressed the concerns raised by the public, emphasizing that the Plan does not raise property taxes and is consistent with the General Plan. The Plan includes measures to ensure that existing residents and businesses are protected, and new developments will be conditioned to meet infrastructure requirements. The Staff Report includes a traffic analysis and a memorandum from Fehr & Peers, which supports the Plan's consistency with traffic mobility and safety standards. The Planning Commission was reminded of their role in making recommendations to the City Council, and the importance of considering community input.

Vice Chair Rocke closed the Public Hearing at 8:30 p.m.

Commissioners' comments included acknowledging the community's concerns and reassurances that the Plan does not threaten existing homes or businesses. Also mentioned was the importance of community input on future projects as well as the utilization of Traffic Studies to ensure all projects meet City standards.

**Motion by Smith second by Navarro and carried on a (5-0-0-1) vote to approve as recommended by Staff with an Amendment to change the land use designation of APN 339-033-22 (131 W. Chapman Ave.) within the Chapman Corridor Revitalization Plan to MU (Mixed-Use) in lieu of MFF (Multi-family flex), and to require that hospitality uses with the GW District are permitted only with a valid Use Permit.**

Ayes: Evans, Guerrero, Navarro, Rocke, Smith  
 Noes: None  
 Abstain: None  
 Absent: Perez

Director of Development Services Joe Lambert explained the next steps for forwarding the recommendation to City Council, and that this item will be considered by City Council at a future Public Hearing.

**REGULAR AGENDA:**

1. **Applicant:** City of Placentia

**Project Location:** Citywide

**Study Session Regarding Residential Development Standards**

Commissioners discussed the need for more information regarding internal accessways and trash service requirements for multifamily developments.

Commissioners would like to request diagrams to better evaluate the remaining items for discussion regarding Residential Development Standards at the next regularly scheduled Planning Commission Meeting of September 9, 2025.

**OLD BUSINESS: None**

**NEW BUSINESS: None**

**DEVELOPMENT REPORT:**

Planning Manager Andrew Gonzales shared that Chick-fil-A is nearing the end of construction. Grand Opening date will be announced. Director Lambert mentioned Better Buzz is planned for the former Carl's Jr. on Imperial Highway. Toll Brothers development is continuing construction, Hudson development continues, and the Jaxon development is grading and working on block walls. We will have Public Hearing items for both September and October. Director Lambert also thanked the Commission for their patience and thoughtfulness in their service tonight.

**DIRECTOR'S REPORT: None**

**PLANNING COMMISSION REQUESTS: None**

**ADJOURNMENT:**

Vice Chair Rocke adjourned the Regular Meeting of the Planning Commission at 9:45 p.m. to the regular meeting of Tuesday, September 9, 2025, at 6:30 p.m. in the City Council Chambers at 401 East Chapman Avenue, Placentia, CA.

**Submitted by,**

  
 \_\_\_\_\_  
 Joseph M. Lambert,  
 Secretary to the Planning Commission

## RESOLUTION NO. R-2025-48

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, FINDING THAT GENERAL PLAN AMENDMENT (GPA) 2025-01, ZONE CHANGE (ZCA) 2025-03, AND SPECIFIC PLAN AMENDMENT (SPA) 2025-01 ARE EXEMPT UNDER STATE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES SECTION 15061(B)(3); AND APPROVING GENERAL PLAN AMENDMENT (GPA) 2025-01 TO CHANGE THE CURRENT LAND USE DESIGNATION AREA FROM EXISTING VARIOUS DESIGNATIONS TO “SPECIFIC PLAN” AND TO MAKE CONFORMING LAND USE ELEMENT AMENDMENTS FOR THE CHAPMAN CORRIDOR PROJECT AREA; AND, APPROVING THE CHAPMAN CORRIDOR STREETScape MASTER PLAN**

### **A. Recitals.**

**WHEREAS**, on July 8, 2025, the Planning Commission of the City of Placentia conducted a duly noticed public hearing, continued the public hearing to August 12, 2025, reopened and concluded the public hearing on August 12, 2025 as required by law, and recommended that the City Council of the City of Placentia approve General Plan Amendment (GPA) 2025-01, Zone Change (ZCA) 2025-03, and Specific Plan Amendment (SPA) 2025-01 to amend the General Plan to change the current land use designation area from existing various designations to “Specific Plan” for the project area and to make conforming changes to the Land Use Element of the General Plan for the project area; and, to amend the Placentia Municipal Code adding the Chapman Corridor Specific Plan and the “Chapman Corridor Revitalization Plan” land use and development standards to the City of Placentia Municipal Code creating development standards for properties within the “Chapman Corridor Revitalization Plan” boundaries and amending the Official Zoning Map of the City of Placentia changing the project area Zoning to “Chapman Corridor Specific Plan”. The project area is a largely developed, one-mile stretch of Chapman Avenue from the 800 West Block of Chapman Avenue to the 400 East Block of Chapman Avenue referred to as the “Chapman Corridor.”; and

**WHEREAS**, the Chapman Corridor Revitalization Plan/Specific Plan is exempt under State California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the activity would result in a significant effect on the environment, and the activity is not subject to CEQA. The proposed project is a policy document that implements the City’s existing General Plan goals and policies and zoning for the Chapman Corridor. The proposed project does not include specific development projects; rather, the proposed project would implement and address general provisions, permitted uses, development and design standards, mobility and infrastructure improvements, and design guidelines to revitalize this portion of the City consistent with the General Plan. Future development projects are subject to separate environmental review under CEQA and subject to compliance with the established regulatory framework including federal, State, regional and local regulations. This statement and evaluation has been made in accordance with the California Environmental Quality Act and the City of Placentia Environmental Guidelines as codified

in Title 14 of the California Code of Regulations ("CCR") Section 15000 et. seq., Public Resources Code Section 21000 et. seq. and the City of Placentia Environmental Guidelines;

**WHEREAS**, the City of Placentia provided notice at least 10 days prior to the public hearing in accordance with California Government Code Section 65090 and the City of Placentia Municipal Code Section 23.96.030 by posting at the Civic Center, publication in a local newspaper, and by direct U.S. mail to all property owners within 300-feet of the proposed project boundaries; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred.

**B. Resolution.**

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Placentia as follows:

**Section 1.** The City Council finds that General Plan Amendment (GPA) 2025-01, Zone Change (ZCA) 2025-03, And Specific Plan Amendment (SPA) 2025-01 are exempt under State California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the activity would result in a significant effect on the environment, the activity is not subject to CEQA. The proposed project is a policy document that implements the City's existing General Plan goals and policies and zoning for the Chapman Corridor. The proposed project does not include specific development projects; rather, the proposed project would implement and address general provisions, permitted uses, development and design standards, mobility and infrastructure improvements, and design guidelines to revitalize this portion of the City consistent with the General Plan. Future development projects would be subject to separate environmental review under CEQA and to compliance with the established regulatory framework including federal, State, regional and local regulations. Moreover, the City has complied with all requirements of the California Environmental Quality Act and the City of Placentia Environmental Guidelines as codified in Title 14 of the California Code of Regulations ("CCR") Section 15000 et. seq., Public Resources Code Section 21000 et. seq. and the City of Placentia Environmental Guidelines.

**Section 2.** Findings. The City Council finds that the Chapman Corridor Revitalization Plan/Specific Plan Project is compatible and consistent with the City of Placentia General Plan and approves General Plan Amendment (GPA) 2025-01 based on findings as set forth below:

- Goal LU-1 states: Provide a well-balanced land use pattern that accommodates existing and future needs for housing, commercial, industrial and open space/recreation uses, while providing adequate community services to City residents. Policy LU-1.10 further states: Create specific zoning or plans for major corridors within the City. This would include the Chapman Avenue corridor and the Placentia Avenue corridor, among other major thoroughfares.
- Goal LU-3 states: Revitalize underutilized, abandoned or dilapidated commercial, industrial and residential uses and properties. Policy LU-3.1 furthers this goal by

stating: Encourage opportunities for redevelopment and improvements in the Old Town area, the TOD district, industrial areas, neighborhoods in the southern sector of the City, and commercial centers along major roadway corridors.

- Goal LU-5 states: Improve urban design in Placentia to ensure that development is both architecturally attractive and functionally compatible and to create identifiable neighborhoods, and community areas. Policy LU-6.6 furthers this goal by stating: Improve urban design in Placentia to ensure that development is both architecturally attractive and functionally compatible and to create identifiable neighborhoods, and community areas.
- Goal LU-6 states: Enhance and improve the visual image, economic vitality and infrastructure of the Old Town area, TOD, and surrounding areas, like the future Chapman corridor. Policy LU-6.6 furthers this goal by stating: Focus planning and economic development efforts to spur development and infrastructure improvement on major transportation corridors, such as the future Chapman Avenue corridor.
- Goal LU-10 states: Create enhanced connectivity with California State University Fullerton (CSUF) campus community. Policy LU-10.2 furthers this goal by stating: In creating the aforementioned corridor plans, the City shall take into consideration the nearby Cal State University Fullerton campus community and capitalize on its proximity.
- Moreover, the proposed project is a policy document that builds from the City's existing General Plan and zoning for the Chapman Corridor. The proposed project does not include specific development projects; rather, the proposed project would implement and address general provisions, permitted uses, development and design standards, mobility and infrastructure improvements, and design guidelines to revitalize this portion of the City consistent with the General Plan. Because the proposed project is consistent with the General Plan, the proposed project would not exceed the development proposed under General Plan buildout. The proposed project would refine the zoning regulations to further align with the General Plan.

**Section 3.** General Plan Amendment. Based on the findings herein, the City Council approves General Plan Amendment (GPA) 2025-01 to amend the General Plan, amending the official Land Use Map of the City of Placentia to change the current land use designation from existing various designations to "Specific Plan" for the project area as set forth in Exhibit "A" and to make conforming changes to the Land Use Element of the General Plan for the project area as set forth in Exhibit "B" in accordance with California Government Code Section 65100-65763.

**Section 4.** The City Council hereby approves the Chapman Corridor Streetscape Master Plan as set forth in Exhibit "C" which provides direction for public right of way and streetscape improvements including street furniture, street/traffic lights, landscaping, pavement and other standards in order to provide unifying, consistent and aesthetically pleasing features of the public areas within the Chapman Corridor project area .

**Section 5.** If any section, subsection, sentence, clause, or phrase of this resolution and/or the documents in support of this resolution is/are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution.

**Section 6.** Based upon the findings and conclusions set forth herein, the City Council hereby approves General Plan Amendment (GPA) 2025-01 as modified herein.

**Section 7.** The City Council shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the applicant at the address of record set forth in the Application.

**PASSED, APPROVED, AND ADOPTED this 16<sup>th</sup> day of September 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 Resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 16<sup>th</sup> day of September, 2025 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAINED:	Councilmembers:

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

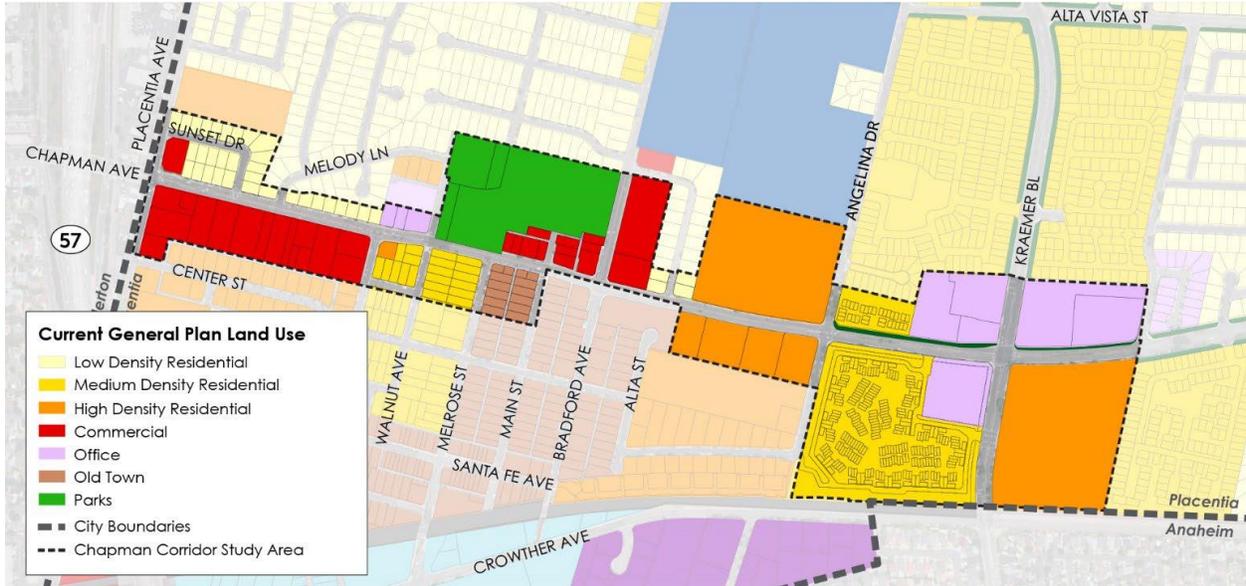
APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

- Exhibit A: General Plan Amendment (GPA) 2025-01 amending the Official Land Use Map of the City of Placentia
- Exhibit B: Amendment to the text of the City of Placentia General Plan Land Use Element
- Exhibit C: Chapman Corridor Streetscape Master Plan

## EXHIBIT "A"

GENERAL PLAN AMENDMENT (GPA) 2025-01 TO AMEND THE GENERAL PLAN, AMENDING THE OFFICIAL LAND USE MAP OF THE CITY OF PLACENTIA TO CHANGE THE CURRENT LAND USE DESIGNATION FROM EXISTING VARIOUS DESIGNATIONS TO "SPECIFIC PLAN" FOR THE PROJECT AREA BOUNDARIES AS REPRESENTED



**EXHIBIT “B”**

AMENDMENT TO THE TEXT OF THE CITY OF PLACENTIA GENERAL PLAN LAND USE ELEMENT, GENERAL PLAN AMENDMENT (GPA) 2025-01 TO AMEND THE GENERAL PLAN, MAKING CONFORMING CHANGES TO THE LAND USE ELEMENT RELATED TO THE CHAPMAN CORRIDOR REVITALIZATION PLAN AND SPECIFIC PLAN

**EXHIBIT "C"**  
CHAPMAN CORRIDOR STREETScape MASTER PLAN

# 2 Land Use

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Buildout ..... 2-27

The majority of vacant residential parcels are located in low-density residential areas.

*Table 2-1. Existing Land Use Designation*

Land Use Designation	Existing Acreage	Percentage <sup>1</sup>	Number of Units
Low Density Residential	1266	30%	6,900
Medium Density Residential	400	9%	3,676 <sup>2</sup>
High Density Residential	136	3%	2,503
Commercial	137	3%	--
Planned Community (Alta Vista Golf Course)	337	8%	1,614
Old Town	29	1%*	285
Transit Oriented Development (TOD)	22	1%*	11
Commercial-Manufacturing	47	1%	--
Office	32	1%*	--
Industrial	327	8%	--
Schools	212	5%	--
Park	94	2%	--
Specific Plan	309	7%	2,281
ROW- Railroad	25	1%*	--
ROW - Parkway Vista	18	1%*	--
ROW- Local streets	798	19%	--
ROW - Freeways, Flood Control, Highway	49	1%	--

Land Use Designation	Existing Acreage	Percentage <sup>1</sup>	Number of Units
TOTAL AREA OF	3,348		
TOTAL AREA OF	4,238	100%	17,270

<sup>1</sup>Percentage ages based on 4,238 acres of total land area within City limits, which includes the right of way acreage. %age figures are rounded to closest whole numbers. The symbol \* means that the %age is less than 1%.

<sup>2</sup> 569 mobile homes are principally located in the Medium-Density district.

*Table 2-2. Summary of Vacant Land by Land Use Designation*

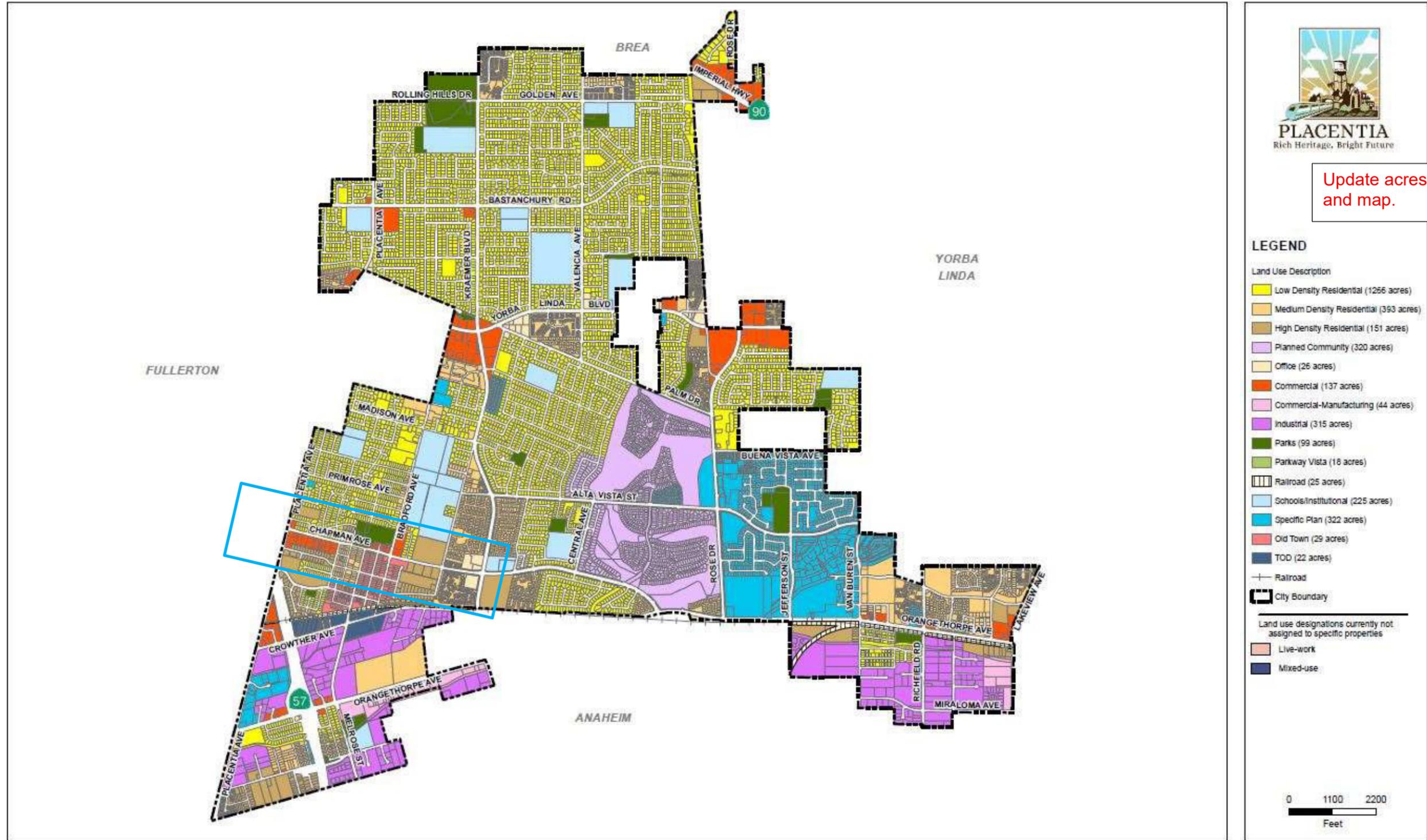
Land Use Designation	Vacant Areas	Vacant Parcels
Low Density Residential	3.6	24
Medium Density Residential	6.1	8
High Density Residential	5.2	3
Commercial	2.1	3
Old Town	0.2	3
Transit Oriented Development (TOD)	0.4	1
Office	1.0	2
Commercial-Manufacturing	8.4	5
Industrial	5.7	4
Specific Plan	21.8	65
<b>Total</b>	<b>54.5</b>	<b>118</b>

Source: City of Placentia, 2018, 2025

*Note: 1.3% of total city is vacant*



Exhibit 2-2



Source: City of Placentia, October 2019

Proposed General Plan Land Use Map

- The Safety Element identifies potential hazards that may occur within the land use planning areas and serves to influence the location of different types of land use to avoid hazardous areas.
- Noise contours identified in the Noise Element are used as a guide to establish the land use patterns to ensure that future development minimizes exposure of residents to excessive noise.

### Relationship to Placentia’s Zoning Code

The City of Placentia Zoning Code is a regulatory document that provides a means to implement the policies contained in the City’s General Plan. While the General Plan provides long-range and broad categories of land use, the Zoning Code provides specific development requirements, such as density, height, setbacks, lot coverage, and development character. Similar to the General Plan, a Zoning Map accompanies the Zoning Code and defines the boundaries of each Zoning District.

The City of Placentia’s Zoning Code (Title 23 of the Placentia Municipal Code) establishes land use zoning districts that provide for uniform regulations to properties similarly situated within each zoning classification. State of California law requires the City’s Zoning Code be in conformance with the General Plan. Therefore, any land use designation amendments that will become inconsistent with Title 23 of the Placentia Municipal Code will have to be reconciled. This means that a series of Zoning Map Changes will need to occur to make the zoning of certain properties consistent with the amended land use designation.

The relationship between the General Plan land use designations and zoning districts is shown in Table 2-3, General Plan/Zoning Relationships. The table indicates how properties should be zoned to be consistent with the General Plan Land Use Map.

Table 2-3. General Plan/Zoning Relationships

General Plan Land Use Designation	Compatible Zoning District(s)																			
	R-A	R-1	R-2	R-G	R-3	RPC	SRO	T-C	P-V	C-O	C-1	C-2	OT	TOD	C-M	M	PMD	MHP	O, O-1	PUD
Low Density Residential	•	•				•												•		•
Medium Density Residential			•	•			•											•		•
High Density Residential					•		•													•
Commercial							•	•		•	•	•	•	•	•					



Name of Specific Plan	Description of Specific Plan
Specific Plan 2	Since the Lewis Lemke House located at 414 North Placentia Avenue is of local historical architectural significance and is representative of a significant period of local history, the purpose of this specific plan is to provide standards whereby it shall be renovated, restored, operated and maintained in a manner to preserve its historical architectural characteristics.
Specific Plan 3	The purpose of this specific plan is to provide an area for senior citizen board and care facilities and senior apartments which shall be compatible with the surrounding residential development and is designed specifically for the needs of the elderly.
Specific Plan 4	The purpose of this specific plan is to provide apartments in a medium density residential setting that will be affordable to lower-income families for a minimum of thirty (30) years. Special development standards are applied to further this purpose and to allow development of a parcel that is impacted by considerable physical constraints.
Specific Plan 5	The specific plan is intended to provide a site for retailers and businesses, which through the characteristics of their respective services offered, cater to the entire community. This specific plan will also provide sites for high-density, mixed-use residential and commercial development at Parcel 9.
Specific Plan 6	The purpose of this specific plan is to provide single-family detached housing of an alternative design while maintaining as many R-1 development standards as possible: to provide private and common recreation opportunities, mitigate impacts from noise and oil production and provide safe vehicle and pedestrian circulation.
Specific Plan 7	The purpose of this specific plan is to assure the consistent development of the East Placentia specific plan area in a manner which meets the growing housing needs of Placentia while adapting to the special characteristics of the land available for residential and commercial development

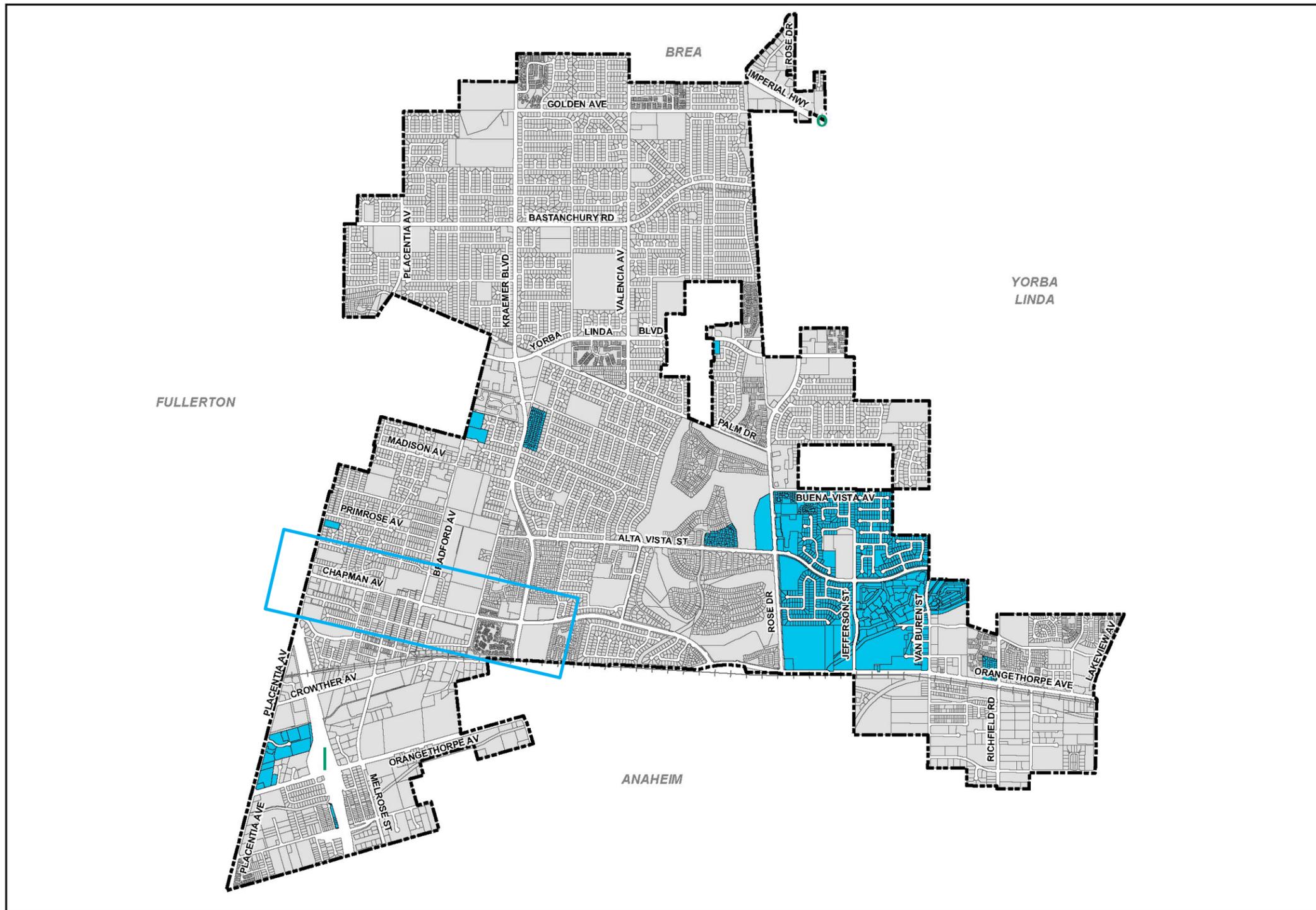
Name of Specific Plan	Description of Specific Plan
Specific Plan 8	The purpose of this specific plan is to provide for cluster single-family detached housing units. There is private fee ownership of the lots in Specific Plan 8, with the majority of the lots configured in a cluster arrangement, and with many of the remaining row lots offering a golf course view.
Specific Plan 9	The purpose of this specific plan is to provide an area for a senior apartment complex, which shall be compatible with the surrounding golf course and residential development and is designed specifically for the needs of senior citizens.
Specific Plan 10	The purpose of this specific plan is to provide for a single-family detached residential neighborhood plus common area open space and improvements. There is private fee ownership of the lots in Specific Plan 10 with common areas owned and maintained by a homeowner's association.

**Chapman Corridor Revitalization Plan - Specific Plan (CCRP)**

The purpose of this specific plan is to guide redevelopment along Chapman Avenue between Placentia Avenue and Kraemar Boulevard. This area is the western gateway into the city, providing connections to Old Town and access to the 57 freeway. The specific plan implements the mixed-use designation and expands housing and economic growth. Chapman Corridor Specific Plan builds on the City's existing General Plan providing zoning and development standards for the Chapman Corridor. The Chapman Corridor Specific Plan implements and addresses general provisions, permitted uses, development and design standards, mobility and infrastructure improvements, and design guidelines to revitalize this portion of the City consistent with the General Plan. Because the Chapman Corridor Specific Plan is consistent with the General Plan, it would not exceed the development proposed under General Plan buildout. The proposed project would refine the zoning regulations to further align with the General Plan.



Exhibit 2-3



Update acres  
and map.

LEGEND

- Specific Plan (322.21 acres)
- Other Land Use (3,049.87 acres)
- Railroad
- City Boundary

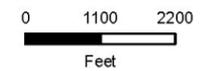


Table 2-5. General Plan/Zoning Relationship – Specific Plans

General Plan Land Use Designation	Compatible Zoning Districts										
	SP-1	SP-2	SP-3	SP-4	SP-5	SP-6	SP-7	SP-8	SP-9	SP-10	CCRP
Low Density Residential						•	•				•   •
Medium Density Residential				•			•	•		•	•   •
High Density Residential			•		•   •		•		•		•   •
Office	•	•			•						•   •
Commercial					•		•				•   •
Mixed-Use											•   •
Day Care/Assisted Living									•		
Oil Extraction								•			
Open Space						•	•				
Flood Control							•				

Source: City of Placentia, May 2018

## 2.5 LAND USE PLAN

### Land Use Designations

General Plan land use designations describe the type and intensity of development allowed in a specific area. While terms like “residential”, “commercial”, or “industrial” are generally understood, State General Plan law requires a clear and concise description of the land use categories that are depicted on the General Plan Land Use Map (refer to Exhibit 2-4, General Plan Land Use Map). The General Plan Land Use Map indicates the location of the land use designations within the City. The acreages of the various land uses on the General Plan Land Use Map are presented in Table 2-6, General Plan Land Use Designations.

Table 2-6. Proposed General Plan Land Use Designations

Land Use Designation	Approximate Acreage	Percentage <sup>1</sup>
Low Density Residential	1260	30%
Medium Density Residential	383	9%
High Density Residential	121	3%
Planned Community	320	8%
Commercial	122	3%
Old Town	27	1%*
Commercial-Manufacturing	44	1%
Mixed-Use	0	0%
Transit Oriented Development (TOD)	22	1%*
Live Work	0	0%
Office	12	1%*
Industrial	315	7%
Schools/Industrial	225	5%
Parks	88	2%
ROW - Freeways, Flood Control, Highway	49	1%
ROW - Parkway Vista	18	1%*
ROW- Local streets	798	19%
ROW- Railroad	25	1%*
Specific Plan	422	10%
<b>TOTAL AREA OF CITY</b>	<b>4,238</b>	<b>100%</b>

Source: City of Placentia, May 2018

<sup>1</sup> Percentages based on 4,238 acres of total land area within City limits, which includes the right of way acreage. %age figures are rounded to closest whole numbers. The symbol \* means that the %age is less than 1%.

The General Plan Land Use Map indicates the location of General Plan land use designations within the City. Each designation is defined below. It is a State requirement that the land use designations and the City's zoning districts are to be consistent with each other. Therefore, within each land use designation definition are a list of consistent zoning districts.

The Parks land use designation is intended for recreational type areas such as City parks. Open space should be located in residential areas so that recreational opportunities can be in close proximity to residents. The Parks designation makes up approximately 99 acres, or 2% of the City's total acreage.

Zoning districts compatible with the Open Space designation include Combining Parkway Vista (P-V) and Combining Oil (O and O-1).

*Figure 2-7*



- Parkway (P-V). The Parkway Vista classification creates landscaped thoroughfares with common setback requirements for all districts that abut designated thoroughfares.
- Combining Oil (O and O-1). The Combining Oil “O” classification provides for the use of land or the surface thereof in connection with the removal of minerals. The Combining Oil “O-1” classification provides for the use of land or the surface thereof in connection with the removal of minerals, providing for the maintenance and operation of existing wells, but limited from any new surface location.

### Specific Plans

Currently, the City has ten specific plan areas, covering approximately 322 acres. The specific plans are principally for residential development, although two allow for commercial. Two residential specific plans allow for home occupations on the same property as historic structures and two allow for day care or assisted living. Another permits residential in conjunction with oil extraction. The Specific Plan designation

## 2.6 LAND USE INTENSITY/DENSITY

State General Plan law requires that the Land Use Element indicate the maximum building intensities/densities allowed in the City. Each land use designation listed above contains corresponding intensity/density standards.

The term “intensity” refers to the degree of development based on a building’s characteristics such as, floor area ratio (FAR), building height and lot coverage. Intensity is most often used to describe non-residential development. The measure of intensity, known as floor area ratio (FAR), provides the most convenient method of describing levels of development. The floor area ratio is the relationship of total gross floor area of all buildings on a lot in square feet to the total land area of the lot in square feet expressed as a ratio. The FAR describes use intensity on a lot, but not the actual building height and lot coverage.

The term “density” is a measure of the population or residential development capacity of a designated land use. Residential density is described in terms of dwelling units per gross area (du/ac). A dwelling unit is a building, or a portion of a building used for human habitation and may vary considerably in size (square footage). For purposes of calculating population, an average number of persons per acre or dwelling unit for all types and sizes of dwelling units is assumed.

Table 2-7 includes the density or intensity standard for each land use designation and the corresponding future development potential. However, given the limited amount of vacant land (54 acres), the level of existing, stable development, and the historical development patterns over the last three decades, the buildout is not likely to be realized.

*Table 2-7. General Plan Land Use Designation – Potential Development Buildout*

Land Use Designation	Density Standard (du/ac) or Total Acres (acs)	Intensity Standard (FAR) <sup>1</sup>	Ultimate Buildout Dwelling Units <sup>2</sup>	Ultimate Build Out Square Footage <sup>2</sup>
Low Density Residential	6 du/ac		7,596	
Medium Density Residential	15 du/ac		5,895	
High Density Residential	25 du/ac		3,775	
Commercial	137 acs	1.0 FAR		5,967, 720
Old Town <sup>3</sup>	30-65 du/ac		810	181,250

2-27

Land Use Designation	Density Standard (du/ac) or Total Acres (acs)	Intensity Standard (FAR) <sup>1</sup>	Ultimate Buildout Dwelling Units <sup>2</sup>	Ultimate Build Out Square Footage <sup>2</sup>
<b>Transit Oriented</b>				
Development (TOD)	65-95 du/ac		564	30,000
Commercial-Manufacturing	44 acs	1.0 FAR		1,910,640
Office	25 acs	1.0 FAR		1,089, 900
Industrial	315 acs	1.0 FAR		13,721,400
Specific Plans <sup>5</sup>	422acs	Varies	<u>4,552</u>	534,300
Residential Planned Community	7.1 du/ac		2,272	
<b>TOTAL</b>			<del>24,850</del> <b>25,464</b>	<del>23,471,110</del> <b>23,435,210</b>

Land Use Designation	Density Standard (du/ac) or Total Acres (acs)	Intensity Standard (FAR) <sup>1</sup>	Ultimate Buildout Dwelling Units <sup>2</sup>	Ultimate Build Out Square Footage <sup>2</sup>
----------------------	-----------------------------------------------	---------------------------------------	-----------------------------------------------	------------------------------------------------

Source: City of Placentia,

May 2018 Notes:

<sup>1</sup> Density standards represent the maximum gross density allowed. Net densities would be lower, dependent on zoning requirements and other regulatory considerations that limit the full development potential.

<sup>2</sup> Ultimate dwelling units and square footage estimates based upon existing acreage multiplied by gross density/intensity standards. The realistic buildout for the city is represented in the Environmental Impact Report for the General Plan update.

<sup>3</sup> Based on the Negative Declaration, (ND 2017-02), July 2017 the Old Town area would consist of the addition of 525 residential units, 85,000 square feet of commercial use, 40,000 square feet of retail use, and a 50-room hotel to the existing area. The existing number of units is 285.

<sup>4</sup> Based on Mitigated Negative Declaration, (MND 2017-01), April 2017, which assumed a 5,000 net vehicle trip cap. The cap of 5,000 vehicle trips (net) at buildout assumes that an estimated 752 dwelling units (DU) could be constructed under an all residential development scenario and stay within the 5,000-vehicle trip cap or, alternatively, a mix of 75% residential (564 DU) and 25% commercial (30,000 square feet of gross leasable area (GLA)) could also stay within the 5,000-vehicle trip cap. This table assumes the mix scenario. Any additional development above the 5,000-trip cap would require further environmental analysis and is not permitted until that is completed.

<sup>5</sup> Specific Plan category represents both residential and commercial development and was calculated taking potential buildout of each specific plan area and then totaling, as below:

- SP 1- SFD=1 Unit
- SP 2- SFD =1 Unit
- SP 3- Assisted Living - 5.80 45du/ac for 261 units
- SP 4- 8 affordable units
- SP 5- 19 acres of retail, hotel, dealership 0.5 FAR assumption for 413,820 sf of commercial. 2.72 of the 19 acres also allows mixed-use, commercial/residential development.
- SP 6- 4.1 acres, 6 du/ac for 24 units
- SP 7- 300 acres residential and commercial:
  - Low Density—163.85 ac 6 du/ac = 983 units
  - Medium Density—11.40 ac at 15du/ac = 171 units
  - Medium-High Density—36.97ac at 20du/ac (assumption) =739 units
  - High Density—37.34ac at 25du/ac = 933 units
  - Commercial—7.18ac 0.5 FAR (assumption) =156,380sf
- SP 8- 7 acres at 10.3 du/ac = 72 units
- SP 9- 10.35 ac at 40.5 du/ac = 419 units
- SP 10- 7.82 ac at 10 du/ac = 78 units
- CCRP- 1,653 residential units and 241,900 sq. ft. of non-residential development
  - **Single-Family Flex (SFF): 34 units**
  - **Mixed-Use (MU): 339 units and 112,000 sq. ft.**

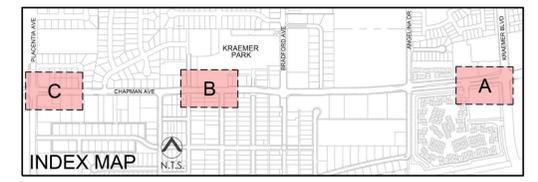
- *Commercial Corridor (CC): 120,000 sq. ft.*
- *Multifamily Flex (MFF): 754 units*
- *Mixed-Use Civic Center (MU-CI): 272 units*
- *Planned Unit Development (PUD-4): 254 units*
- *Open Space Recreation (OS-R): 9,990 sq. ft.*
-



**MASTER PLAN LEGEND**

- EXISTING BUS STOP
- PROPOSED ACCENT TREE
- PROPOSED EVERGREEN TREE
- PROPOSED PALM TREE
- EXISTING LIGHT POST
- PROPOSED BIKE LANE
- BIKE/VEHICULAR LANE MARKING
- BIKE LANE BUFFER

- PLACENTIA AVE. ENLARGEMENT
- KRAEMER PARK ENLARGEMENT
- KRAEMER BLVD. AND CHAPMAN AVE. ENLARGEMENT

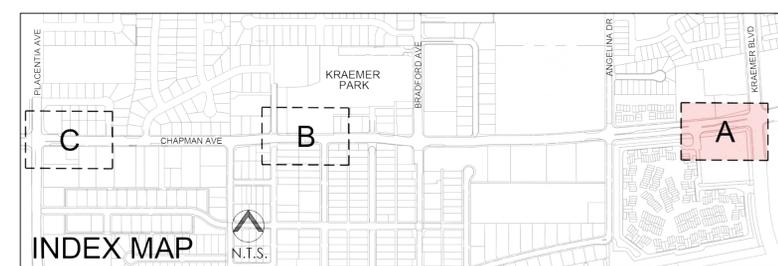


# Chapman Corridor Streetscape Master Plan



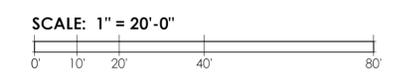
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-  BIKE/VEHICULAR LANE MARKING
-  BIKE LANE BUFFER



Streetscape Enhancement  
 Kraemer Blvd and Chapman Ave: A

# Chapman Corridor Streetscape Master Plan



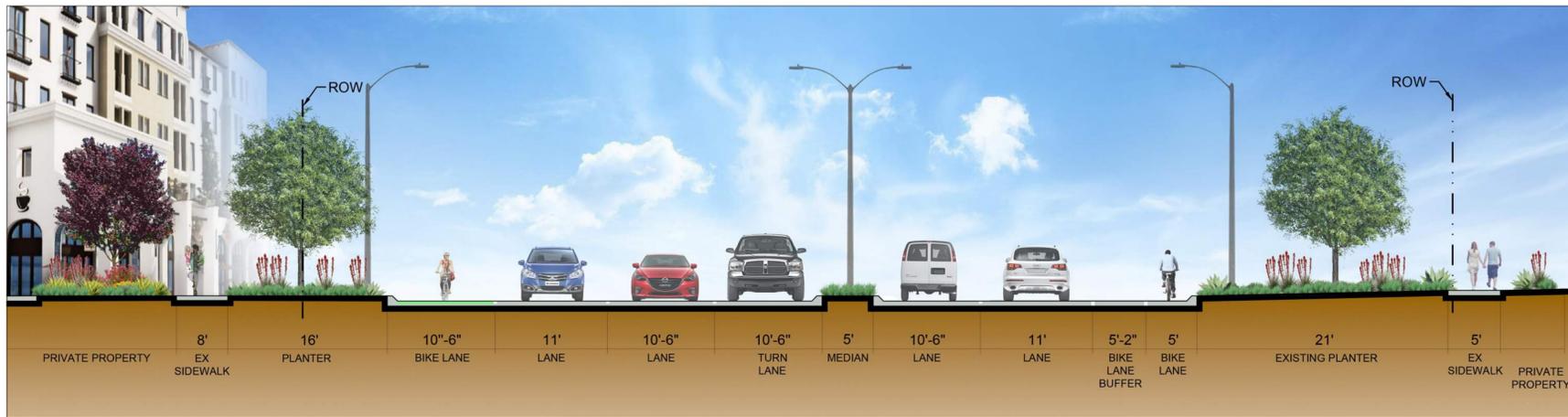
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 CA 3943, NV 1097, AZ 75045 | SBE, DBE  
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 SHEET 2 OF 7



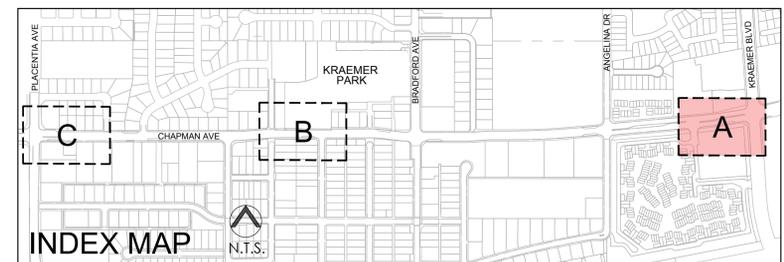
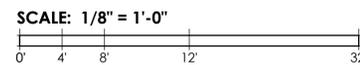
PERSPECTIVE A1: BEFORE



PERSPECTIVE A1: AFTER



SECTION A2: KRAEMER BLVD AND CHAPMAN



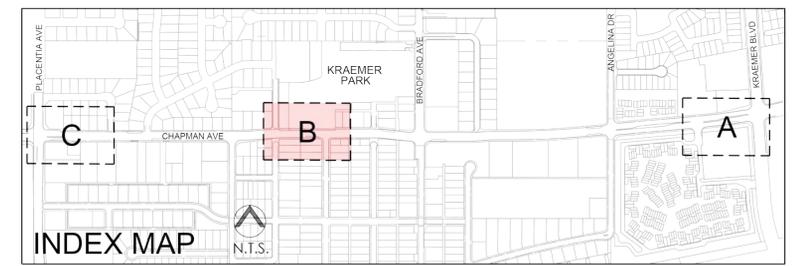
Streetscape Enhancement

Kraemer Blvd and Chapman Ave: A

# Chapman Corridor Streetscape Master Plan

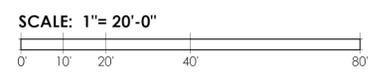


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Streetscape Enhancement  
 Melrose St. and Chapman Ave: B

# Chapman Corridor Streetscape Master Plan

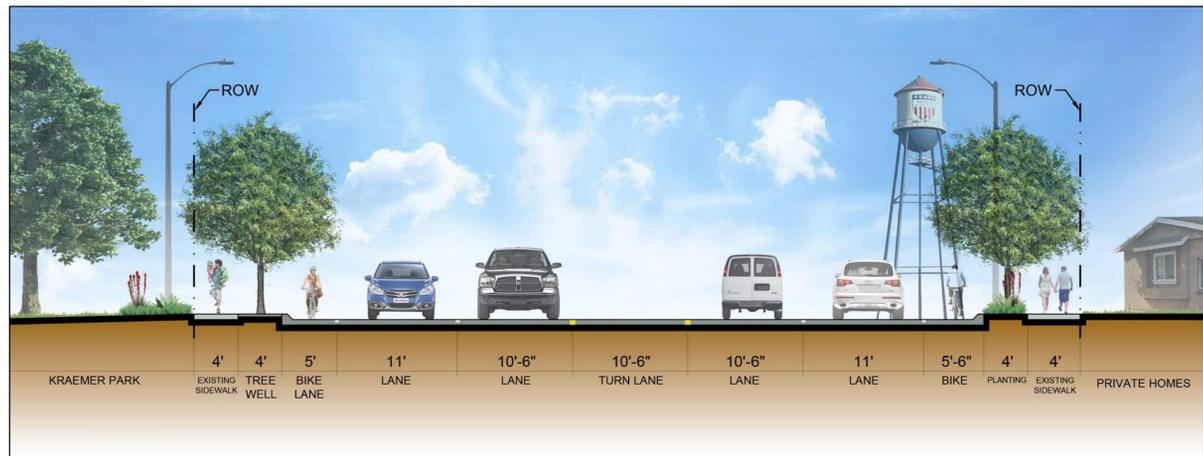




PERSPECTIVE B1: BEFORE



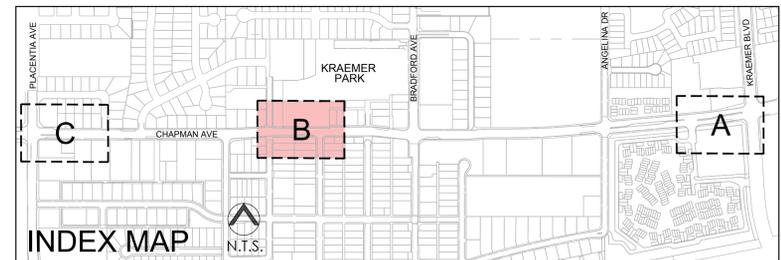
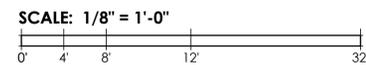
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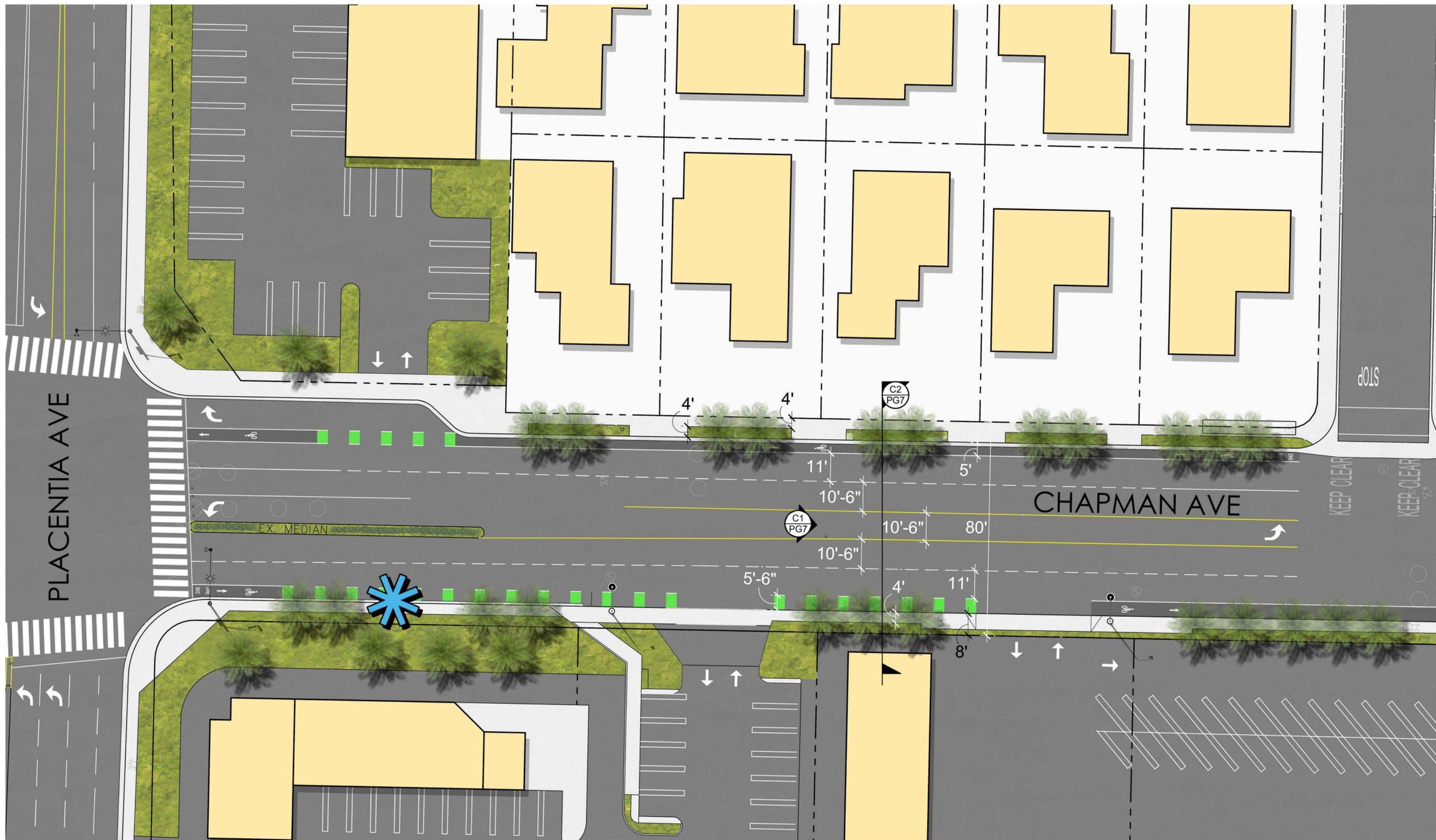
SECTION B2: MELROSE AND CHAPMAN

Streetscape Enhancement

Melrose St. and Chapman Ave: B

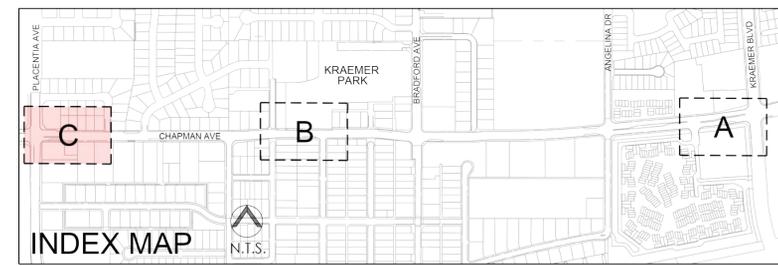


# Chapman Corridor Streetscape Master Plan



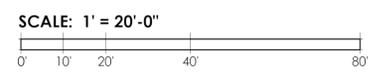
**MASTER PLAN LEGEND**

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- BIKE/VEHICULAR LANE MARKING
- BIKE LANE BUFFER



Streetscape Enhancement  
 Placentia Ave and Chapman Ave: C

# Chapman Corridor Streetscape Master Plan



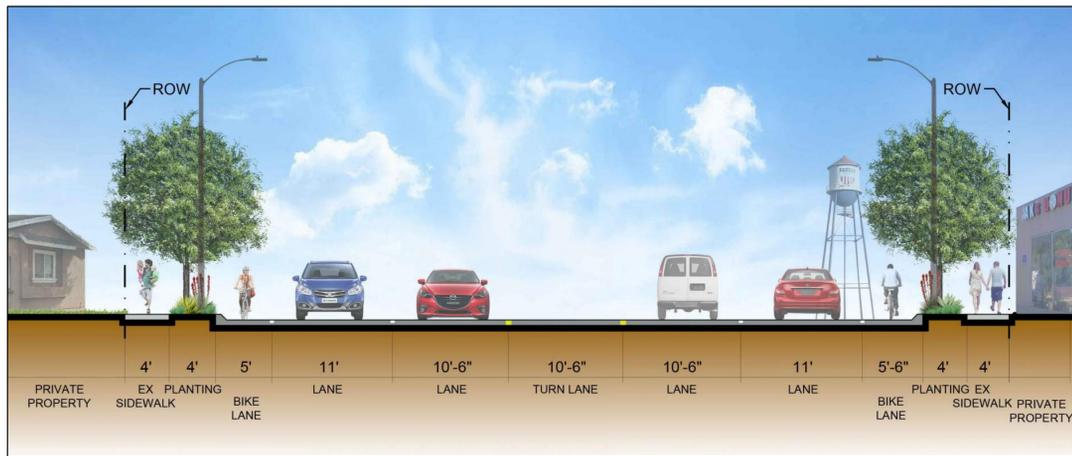
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 24-177.01 03-18-2025  
 SHEET 6 OF 7



PERSPECTIVE C1: BEFORE

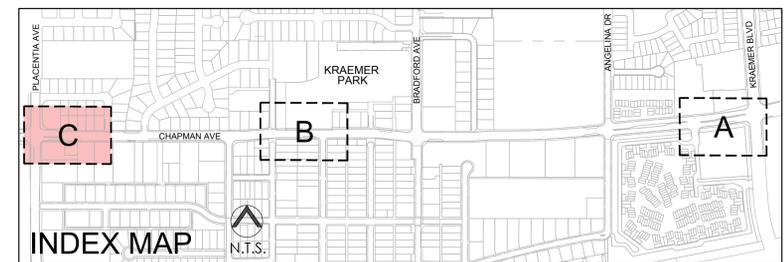
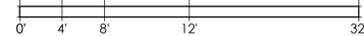


PERSPECTIVE C1: AFTER



SECTION C2: PLACENTIA AND CHAPMAN

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



Streetscape Enhancement

Placentia Ave and Chapman Ave: C

# Chapman Corridor Streetscape Master Plan

**ORDINANCE NO. O-2025-08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING ZONE CHANGE (ZCA) 2025-03 AND SPECIFIC PLAN AMENDMENT (SPA) 2025-01 ADDING CHAPTER 23.113 ENTITLED “CHAPMAN CORRIDOR SPECIFIC PLAN” TO THE PLACENTIA MUNICIPAL CODE, ADOPTING THE CHAPMAN CORRIDOR SPECIFIC PLAN WITH DEVELOPMENT STANDARDS AND AMENDING MUNICIPAL CODE SECTION 23.08.010 TO ESTABLISH THE CHAPMAN CORRIDOR DISTRICT, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF PLACENTIA CHANGING THE EXISTING ZONING FOR THE CHAPMAN CORRIDOR PROJECT AREA FROM EXISTING VARIOUS ZONING DESIGNATIONS TO CHAPMAN CORRIDOR SPECIFIC PLAN FOR THE CHAPMAN CORRIDOR PROJECT AREA**

City Attorney’s Summary

This Ordinance would result in an amendment to the Placentia Municipal Code adding Chapter 23.113, Chapman Corridor Specific Plan to the Placentia Municipal Code. This action also approves Zone Change (ZCA) 2025-03 and Specific Plan Amendment (SPA) 2025-01 changing the existing Zoning for the Chapman Corridor project area from existing various Zoning designations to Chapman Corridor Specific Plan and adopting the Chapman Corridor Specific Plan with development standards for the Chapman Corridor project area. The project site encompasses approximately 0.13 square miles (approximately 120 acres and 680 parcels) of a largely developed, one-mile stretch of Chapman Avenue from the 800 West Block of Chapman Avenue to the 400 East Block of Chapman Avenue referred to as the “Chapman Corridor.” Additionally, adopting Chapter 23.113 results in an amendment to the Official Zoning Map of the City of Placentia.

**WHEREAS**, the City of Placentia wishes to amend the City of Placentia Municipal Code by adding Chapter 23.113, Chapman Corridor Specific Plan to the Placentia Municipal Code. The City of Placentia also wishes to approve Zone Change (ZCA) 2025-03 and Specific Plan Amendment (SPA) 2025-01 changing the existing Zoning for the Chapman Corridor project area from existing various Zoning designations to Chapman Corridor Specific Plan and adopting the Chapman Corridor Specific Plan with development standards for the Chapman Corridor project area. The project site encompasses approximately 0.13 square miles (approximately 120 acres and 680 parcels) of a largely developed, one-mile stretch of Chapman Avenue from the 800 West Block of Chapman Avenue to the 400 East Block of Chapman Avenue referred to as the “Chapman Corridor.” Additionally, adopting Chapter 23.113 results in an amendment to the Official Zoning Map of the City of Placentia; and

**WHEREAS**, on July 8, 2025, the Planning Commission of the City of Placentia conducted a duly noticed public hearing, continued the public hearing to August 12, 2025, reopened and concluded the public hearing on August 12, 2025, as required by law, and recommended that the City Council of the City of Placentia approve Zone Change (ZCA) 2025-03 and Specific Plan Amendment (SPA) 2025-01; and

**WHEREAS**, the City of Placentia provided notice of the City Council’s public hearing in accordance with California Government Code Section 65090 and the City of Placentia Municipal Code Section 23.96.030; and

**WHEREAS**, on September 16, 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**, all other prerequisites to the adoption of this resolution have occurred.

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

**SECTION 1.** In all respects as set forth in the Recitals of this Ordinance.

**SECTION 2. Severability.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions 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 (1) or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

**SECTION 3. CEQA.** The City has complied with the requirements of CEQA and the City of Placentia Environmental Guidelines. In adopting Resolution No. R-2025-48, the City Council found that approval of GPA 2025-01, ZCA 2025-03, SPA 2025-01 is exempt under State California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the activity would result in a significant effect on the environment, and the activity is not subject to CEQA. This determination was made in full compliance with the California Environmental Quality Act (“CEQA”), California Public Resources Code §§ 21000, *et seq.*, and the Environmental Guidelines of the City of Placentia.

**SECTION 4.** The City Council hereby amends the Official Zoning Map of the City of Placentia, maintained in accordance with the provisions of § 23.08.020 of the Placentia

Municipal Code, as set forth in Exhibit “A” attached hereto and by this reference made a part hereof.

**SECTION 5.** The City Council further approves an amendment to the City of Placentia Municipal Code by amending Chapter 23.08.010 adding “Chapman Corridor Specific Plan” as a Zoning District as set forth in Exhibit “B”. The City Council hereby amends the City of Placentia Municipal Code by adding Chapter 23.113, “Chapman Corridor Specific Plan”, as set forth in Exhibit “C”, attached hereto and by this reference made a part hereof. The Chapman Corridor Specific Plan includes development and design standards including but not limited to land use limitations, density requirement, setbacks, signage regulations.

**SECTION 6.** The City Council finds, in accordance with the requirements of Section 23.96.040 (“Amendments”) of the Placentia Municipal Code, that the proposed amendment to the municipal code will not be detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed amendment or within the city, and that it will not be injurious to property or improvements within the neighborhood or within the city. The City Council also finds that the amendment is consistent with the latest adopted General Plan.

**SECTION 7. Effective Date.** This Ordinance shall take effect on the 31<sup>st</sup> day after adoption.

**SECTION 8. 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 16<sup>th</sup> day of September 2025.

**PASSED, APPROVED AND ADOPTED this 21<sup>st</sup> day of October 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 Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the 16<sup>th</sup> day of September 2025 and adopted at a regular meeting of the City Council of the City of Placentia, held on the 21<sup>st</sup> day of October 2025 by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSENT: Councilmembers:  
ABSTAIN: Councilmembers:

ATTEST:

---

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

---

Christian L. Bettenhausen, City Attorney

- EXHIBIT A: Amending Official Zoning Map of the City of Placentia reflecting Chapman Corridor Specific Plan boundaries
- EXHIBIT B: Amendment to Chapter 23.08.010, adding Chapman Corridor Specific Plan
- EXHIBIT C: New PMC Chapter 23.113, Chapman Corridor Specific Plan

# EXHIBIT "A"

APPROVE AN AMENDMENT TO THE CITY OF PLACENTIA MUNICIPAL CODE ZONE CHANGE (ZCA) 2025-03 AND SPECIFIC PLAN AMENDMENT (SPA) 2025-01, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF PLACENTIA, MAINTAINED IN ACCORDANCE WITH THE PROVISIONS OF § 23.08.020 OF THE PLACENTIA MUNICIPAL CODE, FOR THE PROJECT AREA BOUNDARIES AS REPRESENTED



**EXHIBIT “B”**  
AMENDMENT TO PMC CHAPTER 23.08.010, ADDING CHAPMAN CORRIDOR  
SPECIFIC PLAN

Chapter 23.08 DISTRICTS ESTABLISHED

23.08.010 Established.

Zoning districts are established as follows:

R-A	Residential agricultural district
R-1	Single-family residential district
R-2	Low-medium density multiple-family district
R-G	Medium density multiple-family district
R-3	High density multiple-family district
RPC	Residential planned community district
T-C	Town center district
P-V	Combining parkway vista district
C-0	Commercial office district
C-1	Neighborhood commercial district
C-2	Community commercial district
SF-C	Santa Fe commercial district
C-M	Commercial manufacturing district
M	Manufacturing district
PMD	Combining planned manufacturing district
MHP	Combining mobile home park district
O	Combining oil district
O-1	Combining oil district
PUD	Planned unit development district
SP-1	Specific Plan 1 district
SP-2	Specific Plan 2 district
SP-3	Specific Plan 3 district
SP-4	Specific Plan 4 district
SP-5	Specific Plan 5 district

SP-6	Specific Plan 6 district
SP-7	Specific Plan 7 district
SP-8	Specific Plan 8 district
TOD	TOD Packing House District
OT	Old Town Placentia
<b><u>CCSP</u></b>	<b><u>Chapman Corridor Specific Plan</u></b>

**EXHIBIT “C”**

ZONE CHANGE (ZCA) 2025-03 AND SPECIFIC PLAN AMENDMENT (SPA) 2025-01,  
ADOPTING THE “CHAPMAN CORRIDOR REVITALIZATION PLAN” WHICH SHALL  
BE CODIFIED AND ADDED INTO THE PLACENTIA MUNICIPAL CODE AS  
CHAPTER 23.113, KNOWN AS THE “CHAPMAN CORRIDOR SPECIFIC PLAN” AS  
SET FORTH IN EXHIBIT “C” ESTABLISHING LAND USE REGULATIONS AND  
DEVELOPMENT STANDARDS FOR PROPERTIES WITHIN THE PROJECT AREA  
BOUNDARIES



# CHAPMAN CORRIDOR REVITALIZATION PLAN

---

*Hearing Draft: September 2025*



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

PREPARED BY:



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## Appendix

Appendix A: Economic Study

# 2 VISION & GUIDING PRINCIPLES

## 2.1 A Vision for the Future of Chapman Avenue

The Chapman Corridor is a prominent gateway into the city, Old Town, and the Packing House District. The street is a vibrant area where the community comes for civic activities at Kraemer Park, the library, and City Hall. Pride of ownership shows throughout the corridor where property owners have upgraded and maintained their shop fronts, homes, and community entries. New mixed-use developments have increased the city’s housing stock and provided cafes and other businesses for residents and visitors. Chapman Avenue itself provides an efficient way to connect to the freeway, Old Town, and the Metrolink Station by driving, taking transit, cycling, or walking. A hotel along the corridor provides an additional lodging option for visitors to Placentia and nearby Cal State Fullerton. Residents who used to drive straight through the area now make a point to stop at their favorite local spot on their way to or from their next destination. This revitalized area anchors the western boundary of the City, signaling to all that they have entered Placentia—“a pleasant place.”

To implement the Plan vision, the proposed land use plan provides flexibility for commercial and residential opportunities to develop. The land use plan aligns with recommendations from the community and City Council and enhances the character of Placentia and Chapman Corridor. Existing uses are allowed to remain; however, new designations create flexibility for potential residences to convert to home businesses and for a variety of mixed-use opportunities throughout the corridor.



## 2.2 Guiding Principles

- Create subareas to tailor land use standards.
- Create new flexible land use districts allowing for new housing units and mixed-use development.
- Preserve the function of Chapman Avenue but add safe multimodal options.
- Revitalize frontage along Kraemer Park and continue to support civic uses along the corridor.
- Link to Old Town District and Packing House District (TOD).
- Allow for new and expanded retail and commercial opportunities.
- Streetscape beautification along Chapman Avenue.

# 3 LAND USE

## 3.1 Introduction

To implement the Plan vision, the proposed land use plan provides flexibility for commercial and residential opportunities to develop. The land use plan aligns with recommendations from the community and City Council and enhances the character of Placentia and Chapman Corridor. Existing uses are allowed to remain; however, new designations create flexibility for a variety of mixed-use opportunities throughout the corridor.

The Chapman Corridor Plan area is divided into four districts (Figure 3-1). These districts implement various land use designations that provide flexibility for property owners and developers as identified on Figure 3-2. Although a designation may apply within more than one district, the permitted uses and standards (Chapter 4) are further refined in response to adjacent neighborhoods. For example, the multifamily flex designation in the Gateway Core District has a maximum density requirement that is compatible with the surrounding single-family residential uses. Land use designations are defined in Section 3.2. Development standards for each designation by subarea are provided in Chapter 4.

**Figure 3-1: Corridor Districts**

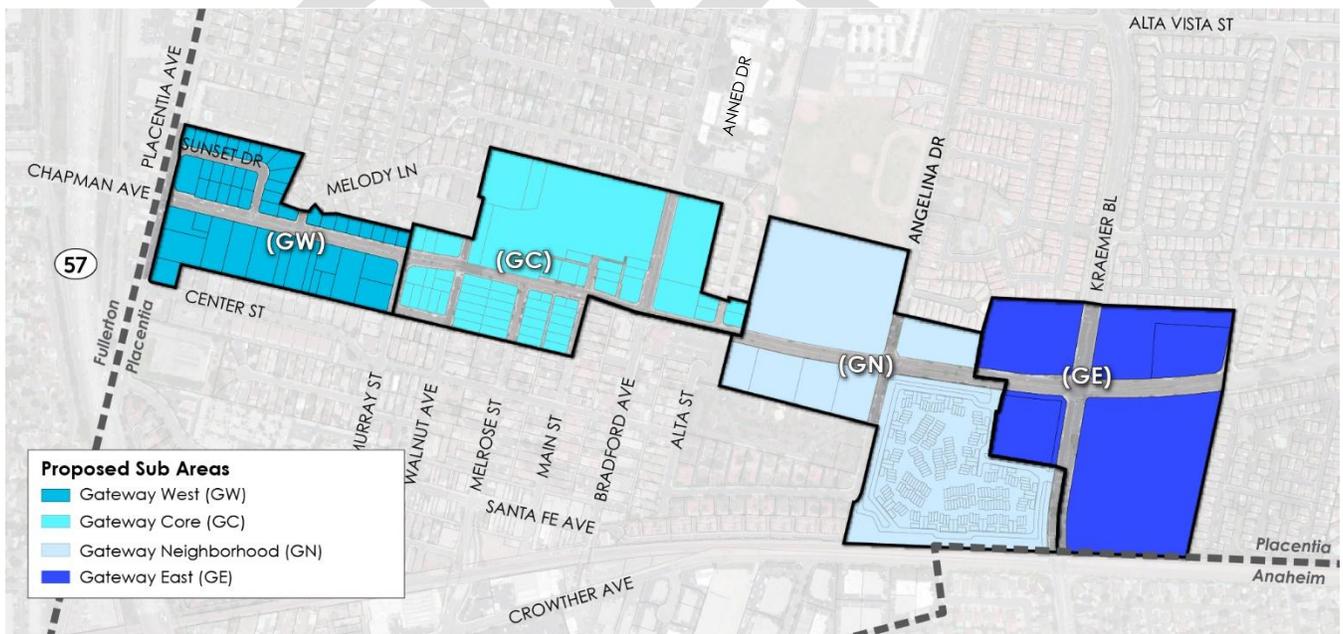


Figure 3-2: Proposed Land Use Plan



## 3.2 Land Use Definitions

The following land use definitions guide future uses for the corridor and implement the vision for this Plan. Table 3-1 provides the maximum density, intensity, and summary for buildout of the Chapman Corridor Revitalization Plan. The definitions should be used along with Section 3.4, *Land Use and Permit Requirements*.

### 3.2.1 Single Family Flex (SFF)

The Single Family Flex designation is on existing single-family parcels along Chapman Avenue and Sunset Drive in the Gateway West district and at Anned Drive in the Gateway Core District. The SFF designation would allow existing R-1 zoning and land uses to continue, and also allows adaptive reuse of structures for flexibility of commercial use. For example, residential buildings could be adapted to offices, such as those found on arterial streets in neighboring cities of Orange and Fullerton. The SFF designation would preserve single-family uses, allow flexibility for home business conversion to activate and diversify use types, and maintain the residential character of the neighborhood.

### 3.2.2 Commercial Corridor (CC)

The Commercial Corridor designation is at the existing In-N-Out, Placentia Plaza shopping center, and car wash at the intersection of Chapman Avenue and Placentia Avenue in the Gateway West District. This designation would allow current commercial uses to continue to operate. This designation preserves commercial uses but increases intensity to incentivize further redevelopment.

### 3.2.3 Mixed-Use (MU)

The Mixed-Use designation is at the intersections of Chapman Avenue at Murray Street, Walnut Avenue, Bradford Avenue, and Kraemer Boulevard. MU would encourage a diversity of use types along the corridor and accommodate the future catalyst site (Angelina Development) in the Gateway East District and a hotel in the Gateway West District. Depending on the subarea, this designation allows for 2- to 3-story, 3- to 4-story, and 5-story building heights if certain conditions are met. Mixed-use could be vertical or horizontal. There is no requirement for ground-floor commercial or incorporation of retail. Projects may be 100 percent residential or 100 percent commercial.

### 3.2.4 Multifamily Flex (MFF)

Multifamily Flex designation would allow for multifamily development between 32 and 45 dwelling units per acre, depending on the subarea. This designation will preserve existing residential areas in the Gateway Core, Gateway Neighborhood and Gateway East Districts, as well as encourage multifamily development adjacent to Kraemer Park along Chapman Avenue. Existing uses would be allowed to remain in these areas, and lot consolidation would be required to achieve higher density development.

### 3.2.5 Mixed-Use Civic Center (MU-CI)

The Mixed-Use Civic Center is at the existing City Hall and Library at the northeast corner of Kraemer Boulevard and Chapman Avenue. The Mixed-Use Civic Center designation would provide flexibility in uses and standards for future use of the Civic Center. This standard would allow for 3- to 4-story buildings, and 5 stories if certain conditions are met.

### 3.2.6 Open Space Recreation (OS-R)

The Open Space Recreation is at the existing Kraemer Memorial Park. This designation is intended to preserve the existing park and allow for passive and active recreational uses.

### 3.2.7 Planned Unit Development (PUD-4)

See the Placentia Municipal Code (PMC) Chapter 23.72, "PUD" Planned Unit Development District.

Table 3.1: Proposed Buildout Statistical Summary					
Designation	Acreage	Max Density (DU/AC)	Max FAR	Target Residential Dwelling Units	Target Non-residential Square Feet
<b>Single Family Flex (SFF)</b>	<b>5.7</b>	<b>6</b>		<b>34</b>	
Gateway West	5.0		--	30	--
Gateway Core	0.7			4	
<b>Mixed-Use (MU)</b>	<b>15.7</b>	<b>35-45</b>	-	<b>339</b>	<b>112,000</b>
Gateway West <sup>1</sup>	2.1	45	1.0	35	72,000
Gateway Core	<del>6.46-1</del>	35	0.5	65	26,140
Gateway East <sup>2</sup>	7.5	35	0.5	239	13,860
<b>Commercial Corridor (CC)</b>					
Gateway West	<b>7.3</b>		<b>1.0</b>	--	<b>120,000</b>
<b>Multifamily Flex (MFF)</b>	<b>36.6</b>	<b>30-45</b>		<b>754</b>	
Gateway Core <sup>2</sup>	<del>4.75-0</del>	30	--	80	--
Gateway Neighborhood	17.8	45		400	
Gateway East	13.8	35		274	
<b>Mixed-Use Civic Center (MU-CI)</b>					
Gateway East	<b>6.0</b>	<b>45</b>	<b>0.35</b>	<b>272</b>	--
<b>Open Space Recreation (OS-R)</b>					
Gateway Core	<b>11.4</b>	--	<b>.02</b>	--	<b>9,990</b>
<b>Planned Unit Development (PUD-4)</b>	<b>17.1</b>	<b>15</b>	--	<b>254</b>	--
<b>ROW</b>	<b>20.5</b>	--	--	--	--
<b>Total</b>	<b>120.4</b>	--	--	<b>1,653</b>	<b>241,900</b>

Source: Economic Demand Study, Kosmont, 2024. See Appendix A.

NOTE: Buildout is estimated for properties that are most likely to change use or redevelop.

1. Building square feet includes a hotel, estimated to have approximately 120 rooms.
2. City Owned Property and Catalyst Site may develop at a higher density if the criteria in Section 3.3 are met.

### 3.3 Opportunity Sites

Several properties along the corridor are likely to be redeveloped in the near-term. These sites as well as possible reuse plans are discussed below.



Rendering of potential catalyst site project. Credit: Kraemer Land Company (2021)

#### 3.3.1 Catalyst Site

As is the case in the City's TOD zone, a developer could take advantage of the benefits of a designated catalyst site. A catalyst site is defined as the first entitled project in the Plan area and meets the following criteria:

- a) It must be a minimum of one acre and shall contain no less than 65 dwelling units per acre.
- b) The catalyst site may exceed maximum allowed building height by one floor. Building height shall be calculated using average level of the highest and lowest portion of the lot as described in Chapter 4, Development Standards.
- c) If the first entitled project is withdrawn after entitlement, the next entitled project may be identified as a catalyst site under discretion of the Planning Director of Development Services.

A catalyst project has been identified on a 2.96-acre parcel at the southwest corner of Chapman Avenue and Kraemer Boulevard. This mixed-use project proposes 239 new units at approximately 81 dwelling units per acre, a 2,310-square-foot café, and 5,240 square feet of retail office space. The proposed project is six stories high, and parking is in the first two stories. The City of Placentia has identified this project as a catalyst site.

### 3.3.2 Potential Multifamily Housing with Affordable Housing Incentive

**Figure 3-3: Potential Multifamily Housing Illustrative**



The City has identified parcels at the intersection of Chapman Avenue and Main Street, adjacent to Kraemer Park, as an opportunity site for potential multifamily affordable housing. The area includes single-story commercial office buildings, vacant land, and the Placentia Chamber of Commerce, and Suzie's Freeze. The appliance store at Bradford Avenue is expected to remain. Specific parcels are currently owned by the City.

The Plan designates this area as Multifamily Flex in the Gateway Core Subarea. Figure 3-3 illustrates one example of potential development at this opportunity site. This development assumed consolidation of all parcels. To further maximize density, the potential development also utilizes public right-of-way at Main Street north of Chapman Avenue. Potential future residents would benefit from the adjacency to the park, and the land use typology and density is compatible with the density of the existing neighborhood. These properties can benefit from an affordable housing incentive if a developer provides 25% of the units as deed

restricted affordable housing. This incentive is flexible and does not require a specific income level. If 25% of the units proposed for this site are set aside for Very Low, Low, and/or Moderate-income households as defined by the City's Housing Element, then the project may develop up to 45 dwelling units an acre.

**Figure 3-4: Potential Hotel Illustrative**



### 3.3.3 Potential Hotel

At the southwest corner of Chapman Avenue and Murray Street is a strip-mall with retail and services and a Fantasy Burger restaurant. West of these uses is a recycling center and vacant office buildings. These combined sites are envisioned as a small boutique hotel that would accommodate guests for Chapman Corridor, Old Town, the Packing House District, and surrounding communities.

## 3.4 Land Use and Permit Requirements

New development, including additions to existing buildings, shall comply with the provisions of Ch. 23.75, and shall follow the entitlement procedures therein.

- 1) **Allowable Land Uses.** A parcel or building within Chapman Corridor shall be occupied by only the land uses allowed by Table 3-2, Land Use and Permit Requirements. Each land use in the table is defined in the glossary of the ordinance codified in PMC Chapter 23.04, Definitions.
- 2) **Multiple Uses.** Any one or more land use identified by Table 3-2 as being allowable within Chapman Corridor may be established on any parcel, subject to the planning permit requirement listed in the table, and in compliance with all applicable requirements of this code.
- 3) **Unlisted Uses.** The development services director or designee may determine an unlisted use is similar to another allowable permitted or conditionally permitted use if all of the following findings can be made:
  - a. The use is no greater in density or intensity than other uses allowed or conditionally allowed in the planning subarea.
  - b. The use is compatible with permitted or conditionally permitted uses in the planning subarea.
  - c. The use will meet the purpose of the planning subarea.
  - d. The use is consistent with the goals and policies of the general plan.
  - e. The use will not be detrimental to the public health, safety, or welfare.

Applicants may appeal this decision using the use conformity determination process, outlined in Section 23.39.035 of the PMC.

- 4) **Permit Requirements.** Table 3-2 provides for land uses that are:
  - a. **Permitted.** These uses are permitted subject to compliance with all applicable provisions of this chapter and may require a development plan review or site plan review in compliance with Chapter 7 of this Plan. These uses are shown as “P” uses in Table 3-2.
  - b. **Conditionally Permitted Uses.** These uses are allowed subject to the approval of a use permit and require a public hearing before the planning commission in compliance with Chapter 23.87 of the PMC. These uses are shown as “UP” in Table 3-2. All proposed projects with use permits in the Plan area must be reviewed by the City Council Housing, Community, and Economic Development Committee; see Chapter 7, *Administration and Implementation*.
  - c. **Not Permitted.** These uses are not permitted and are shown as “NP” in Table 3-2. A use that is not listed in Table 3-2 is not allowed in the district, except as otherwise provided in Section 3.4 (3) Unlisted Uses of this Plan. Uses that are expressly listed as not permitted are prohibited.

- d. Standards for Specific Land Uses. Where the last column in Table 3-2 (Specific Use Regulations) includes a section number, the regulations in the referenced section of this chapter and/or the PMC apply to the use. Provisions in other sections of this chapter may also apply.

5) In any case this Plan is silent, the applicable sections of the PMC shall apply.

## 3.5 Land Use Table

Table 3.2: Land Use and Permit Requirements							
Permit Requirement P: Permitted UP: Use Permit NP: Not Permitted	Land Use Designations						Notes and Special Use Regulations by Subarea
	SFF	MFF	CC	OS	MU	MU- CI	
<b>Recreation, Education, Public Assembly Uses</b>							
Commercial Recreation Facility, Indoor	NP	NP	UP	NP	NP	NP	
Community Recreation Facility	NP	NP	NP	P	NP	UP*	Recreation Facility allowed in MU-CI in Gateway East subarea only through a Use Permit.
Conference/Convention Facility	NP	NP	NP	NP	NP	NP	
Health/Fitness Facility, including stand-alone or roving fitness classes	UP	NP	P	NP	P	P	
Library, Museum	P	NP	NP	P	P	P	
Public Park, Playground or Plaza	P	NP	P	P	P	P	
School: specialized education, training	UP	NP	NP	NP	NP	NP	
Studio: art, dance, martial arts, music, photography, cooking, instructional, fitness (yoga, pilates, spin, etc.)	UP	NP	P	UP	P	P	Not to exceed 1,500 SF.
Theater (live performing arts, live music)	NP	NP	P	UP	UP	UP	

Table 3.2: Land Use and Permit Requirements							
Permit Requirement P: Permitted UP: Use Permit NP: Not Permitted	Land Use Designations						Notes and Special Use Regulations by Subarea
	SFF	MFF	CC	OS	MU	MU-CI	
City Center (City Hall and related civic uses)	NP	NP	NP	P	NP	P	
<b>Residential Uses</b>							
Emergency/Transitional Shelter	NP	NP	NP	NP	NP	NP	
Home Occupation	P	P	NP	NP	P	P	Must comply with home occupation provisions of PMC. 23.81.020.
Live-Work	NP	NP	NP	NP	UP	UP	
Multifamily Residential	NP	P	NP	NP	P	P	Includes apartments, condominiums, courtyard housing, and townhomes.
Assisted Living Facility	NP	NP	NP	NP	NP	NP	
Single-Family (existing only)	P	NP	NP	NP	NP	NP	
Mixed-Use with Residential Development	NP	NP	NP	NP	P	P	
<b>Retail/Commercial Uses</b>							
Accessory Retail or Services	NP	NP	UP	NP	P	P	Only permitted when primary commercial use is established.
Adult Entertainment Facility or Business	NP	NP	NP	NP	NP	NP	Pursuant to PMC Ch 23.89.

Permit Requirement P: Permitted UP: Use Permit NP: Not Permitted	Land Use Designations						Notes and Special Use Regulations by Subarea
	SFF	MFF	CC	OS	MU	MU-CI	
Alcoholic Beverage Sales (not associated with bar, brewery, distillery, restaurant, or neighborhood market or grocery)	NP	NP	NP	NP	NP	NP	“Alcoholic beverages” means any spirituous, vinous, malt, or other alcoholic liquor.
Retail Sales of Fine Wine and Beer	NP	NP	UP	NP	UP	NP	“Fine Wine and Beer” means all types of wine and malt beverages for consumption off the premises in original, sealed containers. No on-site consumption allowed.
Antique or Collectible Store	P	NP	P	NP	P	P	
Artisan/Handcraft Shop	P	NP	P	NP	P	P	
Auto Repair, Auto Sales, or Auto Parts Sales	NP	NP	NP	NP	NP	NP	
Bar, Tavern, Brewery, Distillery, Tasting Rooms, Wine Cellar	NP	NP	P	NP	UP	UP	
Convenience Store (with alcohol sales)	NP	NP	UP	NP	UP	UP	No on-site consumption allowed.
Drive-Through (any uses)	NP/UP*	NP	UP	NP	NP	NP	Use Permit in Gateway West and Gateway Core Subareas Only. Minimum aggregated lot size 18,000 SF. Lot consolidation must be in combination with an existing commercial use.
Furniture, Furnishings, and Appliance Store	NP	NP	P	NP	P	P	
General Retail: less than 5,000 sf	P	NP	P	NP	P	P	<a href="#">Includes thrift and second hand stores.</a>
General Retail: 5,000 sf to 20,000 sf	UP	NP	P	NP	UP	UP	<a href="#">Includes thrift and second hand stores.</a>

Table 3.2: Land Use and Permit Requirements							
Permit Requirement P: Permitted UP: Use Permit NP: Not Permitted	Land Use Designations						Notes and Special Use Regulations by Subarea
	SFF	MFF	CC	OS	MU	MU-CI	
General Retail: more than 20,000 sf (max 60,000 sf)	NP	NP	P	NP	UP	UP	<u>Includes thrift and second hand stores.</u>
Groceries, Specialty Foods: 10,000 sf or less	NP	NP	P	NP	P	P	With alcohol sales, a use permit is required.
Groceries, Specialty Foods: more than 10,000 sf	NP	NP	UP	NP	UP	UP	
Medical Marijuana Facilities	NP	NP	NP	NP	NP	NP	Pursuant to PMC Ch 23.46.
Neighborhood Market (without alcohol beverage sales): 10,000 sf or less	NP	NP	P	NP	P	P	With alcohol sales, a use permit is required.
Nightclub	NP	NP	NP	NP	NP	NP	
Outdoor Dining	UP	NP	P	NP	P	P	With alcohol sales, a use permit is required. Outdoor dining is allowed by approval of the director of development services and director of public works or their designees and may require Alcoholic Beverage Control Board (ABC) approval. Approval is pursuant to the outdoor dining permit and guidelines.
Outdoor Display and Sales	NP	NP	P	NP	NP	NP	May not encroach into public right-of-way.
Pet Store, Pet Boarding, Animal Shelter	NP	NP	P	NP	P	P	Sheltering and boarding shall require a use permit.

Table 3.2: Land Use and Permit Requirements							
Permit Requirement P: Permitted UP: Use Permit NP: Not Permitted	Land Use Designations						Notes and Special Use Regulations by Subarea
	SFF	MFF	CC	OS	MU	MU-CI	
Recreation Entertainment	NP	NP	UP	UP	UP	UP	20,000 SF max.
Restaurant	NP/UP*	NP	P	NP	P	P	*For SFF Use-Permit in Gateway West Subarea only with a minimum aggregate lot size 18,000 SF. Lot consolidation must be in combination with an existing commercial use.
Café	UP	NP	P	UP	P	P	
Restaurant with Alcohol Sales	UP	NP	P	NP	P	P	Pursuant to Alcoholic Beverage Control Board (ABC) approval.
Pawn Shop	NP	NP	NP	NP	NP	NP	
Service Station	NP	NP	UP	NP	UP*	NP	Mixed Use: Use-Permit in Gateway Core only. Must be on corner lot and 15,000 SF minimum.
Tobacco Sales, including Electronic Smoking Devices	NP	NP	P	NP	UP	UP	
<b>Services: Business, Financial, Medical, Professional</b>							
ATM	NP	NP	P	NP	P	P	Must be integrated into building façade. Stand-alone kiosks not permitted.
Bank (2,000 sf or less)	NP	NP	P	NP	NP	NP	Banks over 2,000 SF are not permitted.
Business Support Services (copying, printing, office supplies, etc.)	UP	NP	P	NP	P	P	
Hospital	NP	NP	NP	NP	NP	NP	
Medical Office	UP*	NP	P	NP	P	NP	*Single Family Flex: No new construction allowed. Use must occupy existing building.

Table 3.2: Land Use and Permit Requirements							
Permit Requirement P: Permitted UP: Use Permit NP: Not Permitted	Land Use Designations						Notes and Special Use Regulations by Subarea
	SFF	MFF	CC	OS	MU	MU-CI	
Urgent Care	NP	NP	P	NP	P	NP	
Office	UP*	NP	P	NP	P	P	*Single Family Flex: No new construction allowed. Use must occupy existing building.
<b>Services – General</b>							
Adult Daycare	P	NP	NP	NP	NP	NP	
Cigar or Hookah Lounge	NP	NP	UP	NP	NP	NP	
Commercial Daycare Center	UP	NP	P	NP	NP	NP	
Hostess Bars	NP	NP	NP	NP	NP	NP	
Laundromat and Laundry Services	NP	NP	UP	NP	UP	NP	
Lodging: B&B	NP	NP	NP	NP	NP	NP	
Lodging: Hotel	NP	NP	NP	NP	UP*	NP	*Allowed in Gateway West Mixed-Use Only
Massage Establishments	NP	NP	UP	NP	UP	NP	
Meeting Halls, Banquet Centers	NP	NP	UP*	NP	UP/NP*	NP	*Commercial Corridor: Must be associated with restaurant facilities; Gateway West Mixed-Use Only: Must be associated with Hotel use or restaurant facility; All other mixed-use not permitted.
Personal Services	NP	NP	P	NP	P	P	
Public Safety Facility	NP	NP	NP	P	NP	P	
Spa Services (with or without alcohol)	NP	NP	UP	NP	UP	UP	Pursuant to Alcoholic Beverage Control Board (ABC) approval
Tattoo Parlors/Body Modification	NP	NP	UP	NP	UP	UP	

Table 3.2: Land Use and Permit Requirements							
Permit Requirement P: Permitted UP: Use Permit NP: Not Permitted	Land Use Designations						Notes and Special Use Regulations by Subarea
	SFF	MFF	CC	OS	MU	MU-CI	
<b>Transportation, Communications &amp; Infrastructure</b>							
Broadcasting or Recording Studio	UP*	NP	UP	NP	UP	UP	Single Family Flex: No new construction allowed. Use must occupy existing building. No roof- or ground-mounted antenna or broadcasting apparatus allowed that is visible from street, adjacent properties, or otherwise detracts from the existing residential character.
Parking Structure or Surface Parking Lot (standalone)	NP	NP	UP	UP	UP	UP	Pursuant to PMC 23.78
Transit Station or Terminal	NP	NP	NP	NP	NP	NP	
Telecommunication Cell Tower/Microcell and Small Cell Sites	UP	UP	UP	UP	UP	UP	Pursuant to PMC Ch 23.82; Must be on building rooftop. Macro telecommunication facilities are not permitted

For PUD-4, refer to PMC Chapter 23.72.

# 4 DEVELOPMENT STANDARDS

## 4.1 Introduction

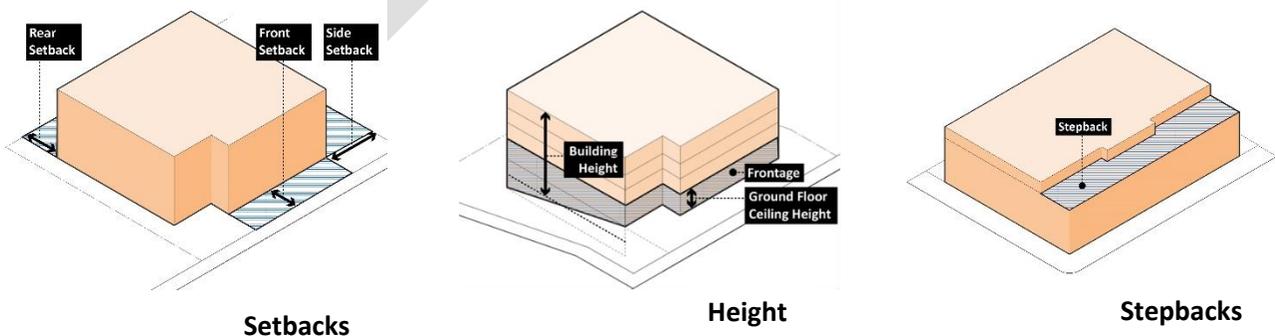
This chapter establishes land use and design requirements for the Chapman Corridor Revitalization Plan (CCRP) area. These regulations include building heights, setbacks, parking requirements, open space, and building form standards. The standards are consistent with and implement the applicable goals and policies of the City's General Plan pertaining to this area as well as the vision and guiding principles established in this Plan. This chapter should be used in conjunction with Chapter 5, *Design Guidelines*, when reviewing and processing development applications for properties in the CCRP area.

The following standards are organized by land use category and then broken down further by designation and subarea as follows:

- Residential: Single Family Flex, Multi Family Flex
- Non-residential: Commercial Corridor
- Mixed-Use: Mixed-Use, Mixed-Use Civic Center

Definitions, permit requirements, and permitted uses for each land use category are provided in Chapter 3, *Land Use*. The development standards of this Specific Plan are intended to replace City zoning regulations except where noted. Where the Specific Plan is silent, the Placentia Municipal Code shall apply. The standards of the CCRP shall not apply to development for which approvals were granted prior to the adoption of these regulations and for which entitlements are still valid and for development that has current, valid building permits. Consistent with the City's Zoning Code "Building Height", means the vertical distance from the average level of the highest and lowest point of that portion of the lot covered by the building to the highest point of the building exclusive of chimneys, ventilators and other projections and exceptions to building height as permitted in the PMC.

Throughout this chapter, standards are provided by land use designation and further refined by subarea. The standards address setbacks, heights, and in some cases stepbacks. The illustrations, below, are provided for reference for building height and setback standards. Additional standards that apply to all zones in the CCRP area are provided at the end of this chapter.



## 4.2 Residential Development Standards

### 4.2.1 Single Family Flex

The Single Family Flex designation occurs in two subareas.

**Gateway West (GW).** Properties in the Gateway West subarea are encouraged and anticipated to convert to non-residential uses in the current structure, as described in Chapter 3. Suitable adaptive reuse of these homes include uses such as coffee shops, salons, and small medical offices such as dental. Single-family homes that remain as residential use are a conforming use and may remain. The standards in Table 4.1 shall apply.

**Gateway Core (GC).** Properties in the Gateway Core subarea are encourage to maintain their single-family use, and the standards in Table 4.1 shall apply.

Subareas	GW	GC
Density (max du/ac)	6*	6
Building Height	Main building: 30 feet max.	
Setbacks (General)	All of the required setback area shall be landscaped and maintained unless otherwise allowed.	
Setbacks Front	20 feet min.	
Setbacks Side	6 feet min each side.	
Setbacks Rear	<ul style="list-style-type: none"> <li>a) 20 feet minimum from rear property line.</li> <li>b) Room Additions, Accessory Structures and Enclosed Patios: 10 feet min from rear property line.</li> <li>c) Patio Covers: 5 feet min from rear property line, as measured from the overhang of the patio cover.</li> </ul>	
Allowable Setback Projections	<ul style="list-style-type: none"> <li>a) Ground Floor. <ul style="list-style-type: none"> <li>i. Awnings and canopies over windows: 60 inches maximum.</li> <li>ii. Shade structures: 15 feet maximum.</li> <li>iii. Bay windows: 3 feet maximum</li> <li>iv. Cornices, belt courses, and similar architectural features: 12 inches maximum.</li> <li>v. Eaves, roof overhangs: 30 inches maximum.</li> <li>vi. Uncovered porches, decks, and landings (may be covered by arbors or trellises): 10 feet maximum.</li> </ul> </li> <li>b) Above Ground Floor. Awnings, galleries, balconies, bay windows: 48 inches maximum.</li> <li>c) Signs, see section 4.6.</li> <li>d) All projections must maintain a minimum of 8 feet vertical clearance from ground.</li> </ul>	
Public Right-of-Way Encroachments	<ul style="list-style-type: none"> <li>a) Art, as determined by the approval of the public art component of the project.</li> <li>b) Signs, see section 4.6.</li> <li>c) NOTE: Requires approval of an encroachment permit.</li> </ul>	

<b>Table 4.1: Single-Family Flex Development Standards</b>		
<b>Subareas</b>	<b>GW</b>	<b>GC</b>
<b>Lighting</b>	All lighting, exterior and interior, shall be designed and located so as to confine direct rays to the premises.	
<b>Building Orientation</b>	Buildings shall be oriented to the public street.	Buildings in this subarea are not required to front Chapman Avenue.
<b>Commercial Uses, General</b>	Only allowed on parcels fronting Chapman Avenue. All development standards above shall apply to commercial uses in the GW zone.	Not allowed.
<b>Commercial Uses, Commercial Conversion</b>	For commercial conversion of former residential properties, additions required for the purpose of complying with building and/or fire safety codes are exempt from setback requirements (e.g., new area for ADA access or egress).	Not allowed.
<b>Outdoor Dining</b>	<ul style="list-style-type: none"> <li>a) Outdoor dining allowed in conjunction with café or restaurant use only.</li> <li>b) Alcoholic beverages may be served in an outdoor eating area of an eating establishment provided the business operating the outdoor eating area has obtained an approval authorized by this Plan and the PMC to serve alcoholic beverages on-site and has obtained and maintains all approvals required by the ABC.</li> <li>c) Outdoor dining must be within the front setback area or rear yard and may not encroach into the public right-of-way.</li> <li>d) Background music and speakers, and live entertainment are prohibited in Outdoor Dining Areas, unless otherwise approved by the City.</li> <li>e) Outdoor dining areas shall not operate no later than 10:00 p.m. if abutting a residential zone, unless otherwise approved by the City.</li> <li>f) See Chapter 5 Section 5.15 Outdoor Dining of this Plan for design related standards.</li> </ul>	Not Allowed.

**Table 4.1: Single-Family Flex Development Standards**

Subareas	GW	GC
<p>NOTES: Existing single-family homes in the Single Family Flex district may be converted to a non-residential use such as a medical, dental, or professional office if the site can support the parking requirements of PMC 23.78.</p> <p>If the standards of the zone are silent on a particular topic, the R-1 standards of the PMC shall apply.</p>		

### 4.2.2 Multi-Family Flex

The Multi-Family Flex designation occurs in three subareas.

**Gateway Core (GC).** Properties in the Gateway Neighborhood subarea are adjacent to Old Town and single-family neighborhoods where additional standards provide a transition between buildings that vary in size and height, preserving privacy for all residents. Lot consolidation within this subarea is encouraged to provide multi-family units at a size and scale that is feasible for new development. The standards under GC in Table 4.2 shall apply.

**Gateway Neighborhood (GN).** Properties in the Gateway Neighborhood subarea are existing condo and apartment communities that are already built out and not expected to change. These areas are adjacent to single-family neighborhoods, and if properties within this subarea were to redevelop, additional standards reinforce a transition between buildings that vary in size and height, preserving privacy for all residents. The standards under GN in Table 4.2 shall apply.

**Gateway East (GE).** The Gateway East subarea includes Cinnamon Tree Condominium Community. The standards under GE in Table 4-2 are intended to guide this property for redevelopment or future improvements.

<b>Table 4.2: Multi-Family Flex Development Standards</b>			
<b>Subareas</b>	<b>GC</b>	<b>GN</b>	<b>GE</b>
<b>Density (max du/ac)</b>	30	45	35
<b>Building Height*</b>	35 feet max. / 3 stories. 30 feet max if adjacent to Single-Family homes; however, 35-foot maximum height shall be permitted when 2 feet of additional setback is provided for every foot of additional height.	40 feet max. 3 stories.	
<b>Lot Size</b>	10,000 square feet minimum		
<b>Setbacks (General)</b>	All of the required setback area shall be landscaped and maintained unless otherwise allowed.		
<b>Setbacks Front</b>	15 feet minimum.		
<b>Setbacks Side</b>	5 feet min from property line.	10 feet minimum from property line.	
<b>Setback Rear</b>	<ul style="list-style-type: none"> <li>a) Initial Construction: 20 feet minimum from rear property line.</li> <li>b) Room Additions, Accessory Structures, and Enclosed Patios: Minimum setback shall be 10 feet from rear property line.</li> <li>c) Patio Covers: Minimum setback shall be 5 feet from the rear property line, as measured from the overhang of the patio cover.</li> <li>Interior lot line.</li> <li>d) Buildings containing living units and accessory structures not specified in subdivision (b) of this subsection: 15 feet.</li> <li>e) Garages and carports: zero setback may be approved if:                             <ul style="list-style-type: none"> <li>i. The zero setback does not abut single family residential properties</li> <li>ii. Garages and carports match the color, materials, and roof slope of the main structures in the project</li> </ul> </li> </ul>		
<b>Allowable Setback Projections</b>	<ul style="list-style-type: none"> <li>a) Ground Floor.                             <ul style="list-style-type: none"> <li>i. Awnings and canopies over windows: 60 inches maximum.</li> <li>ii. Barriers for defining outdoor dining areas such as fences, railings, planter boxes: as needed to encompass outdoor dining area.</li> <li>iii. Sun Shade Structures: 15 feet maximum.</li> <li>iv. Bay Windows: 3 feet maximum.</li> <li>v. Cornices, belt courses, and similar architectural features: 12 inches maximum.</li> <li>vi. Eaves, roof overhangs: 30 inches maximum.</li> <li>vii. Uncovered porches, decks, and landings (may be covered by arbors or trellises): 10 feet maximum.</li> </ul> </li> <li>b) Above Ground Floor. Awnings, galleries, balconies, bay windows: 48 inches maximum.</li> <li>c) For Signs, see Section 4.5.</li> </ul> All projections must maintain a minimum of 8 feet vertical clearance from ground.		
<b>Public Right-of- Way Encroachments (all require</b>	<ul style="list-style-type: none"> <li>a) Art, as determined by the approval of the public art component of the project.</li> <li>b) For signs, see Signs – Advertising Structures, 23.90 of the PMC.</li> </ul>		

<b>Table 4.2: Multi-Family Flex Development Standards</b>			
<b>Subareas</b>	<b>GC</b>	<b>GN</b>	<b>GE</b>
<b>approval of an encroachment permit)</b>			
<b>Building Separation</b>	15 feet min.		
<b>Building Orientation</b>	Primary ground-floor common entries or individual exterior dwelling unit entries shall be oriented to Chapman Corridor.	Primary ground-floor common entries or individual exterior dwelling unit entries shall be oriented to Chapman Corridor. However, with multiple structures, may orient buildings so that only the primary driveway or private road into the project is accessed from Chapman Corridor. Then buildings should be oriented to front a common building (such as a club house) or open space amenity accessed by the entry driveway. The backside of any building shall not face Chapman Avenue. Entrances at building corners may be used to satisfy this requirement.	
<b>Site Design</b>	<ul style="list-style-type: none"> <li>a) New development projects are required to provide convenient pedestrian access to and from public sidewalks from either individual units or a common pedestrian walkway.</li> <li>b) If adjacent to a single-family zone, the third floor shall be stepped back a minimum of 10 feet.</li> <li>c) Garages and parking areas shall not front onto Chapman Avenue.</li> <li>d) Street frontage devoted to driveways and vehicular access shall be minimized to the greatest extent possible.</li> <li>e) Consolidated driveways are encouraged along Chapman Avenue.</li> </ul>		
<b>Open Space Common and Private Minimum Requirements</b>	<ul style="list-style-type: none"> <li>a) 200 square feet per dwelling unit (total common and private)</li> <li>b) Minimum Dimensions:                             <ul style="list-style-type: none"> <li>i. Private areas: 7 feet in any direction</li> <li>ii. Common areas: 20 feet in any direction</li> </ul> </li> </ul>		
<b>Types of Common Open Space Permitted</b>	<p>A minimum of one shared outdoor recreational facility shall be required per project.</p> <p>Qualifying shared common open spaces: Park, clubhouse, rooftop terrace, swimming pool, gymnasium, tennis court, pickleball court, basketball court (half or full), children’s play area, community garden, courtyard, fire pit, dog park, barbeque area.</p>		
<p><i>NOTE: If the Standards of the MFF zone are silent on a particular topic, the R-3 standards of the PMC shall apply.</i></p> <p><b>*The greater of the stated maximum building height or number of stories shall apply.</b></p>			

## 4.3 Non-residential Development Standards

### 4.3.1 Commercial Corridor

The commercial corridor designation applies to properties at the far end of the Gateway West subarea. Properties in this designation shall comply with the standards in Table 4.3.

<b>Table 4.3: Commercial Corridor Development Standards</b>	
<b>Land Use Designation</b>	<b>Commercial Corridor (CC)</b>
<b>Subarea</b>	<b>GW</b>
<b>Intensity (Floor Area Ratio)</b>	1.0
<b>Height</b>	35 feet max.
<b>Ground Floor Height</b>	15 feet floor to ceiling height.
<b>Setbacks (General)</b>	All of the required setback area shall be landscaped and maintained unless otherwise allowed.
<b>Setbacks Front</b>	15 feet min.
<b>Setbacks Side and Rear</b>	Adjacent to residential: 10 feet min. Adjacent to public right-of-way: 15 feet min. Side and rear yards are required only along a property lines adjacent to a residential district or a public right-of-way.
<b>Allowable Setback Projections</b>	<ul style="list-style-type: none"> <li>a) Ground Floor.               <ul style="list-style-type: none"> <li>i. Awnings and canopies over windows: 60 inches maximum.</li> <li>ii. Barriers for defining outdoor dining areas such as fences, railings, planter boxes: as needed to encompass outdoor dining area.</li> <li>iii. Sun Shade Structures: 15 feet maximum .</li> <li>iv. Bay Windows: 3 feet</li> <li>v. Cornices, belt courses, and similar architectural features: 12 inches maximum.</li> <li>vi. Eaves, roof overhangs: 30 inches.</li> <li>vii. Uncovered porches, decks and landings (may be covered by arbors or trellises): 10 feet maximum.</li> </ul> </li> <li>b) Above Ground Floor. Awnings, galleries, balconies, bay windows: 48 inches maximum.</li> <li>c) For signs, see standards in Section 4.5.</li> </ul> <p>All projections must maintain a minimum of 8 feet vertical clearance from ground.</p>
<b>Public Right-of- Way Encroachments</b>	<ul style="list-style-type: none"> <li>a) Art, as determined by the approval of the public art component of the project.</li> <li>b) For signs, see standards in Section 4.5.</li> <li>c) Fences, only allowed in conjunction with a restaurant use.</li> </ul> <p>NOTE: Requires approval of an encroachment permit.</p>
<b>Frontage Requirements</b>	<p>A section of blank wall shall not exceed 20 linear feet without being interrupted by a window or entry or other façade treatment.</p> <p>Developments over 1 acre in size shall choose a frontage type from the Frontage</p>

<b>Land Use Designation</b>	<b>Commercial Corridor (CC)</b>
<b>Subarea</b>	<b>GW</b>
	Section of Chapter 5, Design Standards and Guidelines.
<b>Building Orientation</b>	Buildings shall be oriented to Chapman Avenue. Pedestrian connections shall be provided to Chapman Avenue.
<b>Outdoor Dining</b>	<ul style="list-style-type: none"> <li>a) All outdoor dining areas shall maintain a minimum sidewalk clearance of 4 feet between any outdoor eating area and light poles, signposts, utility poles, and similar sidewalk obstructions.</li> <li>b) Alcoholic beverages may be served in an outdoor eating area of an eating establishment provided the business operating the outdoor eating area has obtained an approval authorized by this Plan and the PMC to serve alcoholic beverages on-site and has obtained and maintains all approvals required by the ABC.</li> <li>c) Outdoor dining areas within the public right-of-way are subject to an Encroachment Permit.</li> <li>d) See Chapter 5 Section 5.15 Outdoor Dining of this Plan for design related standards.</li> </ul>

## 4.4 Mixed-Use Development Standards

### 4.4.1 Mixed-Use and Mixed-Use Civic Center

The Mixed-Use and Mixed-Use Civic Center designations occur in three subareas described below. The mixed-use designations implement the City's General Plan Mixed-Use designation and allow for vertical and horizontal mixed-use. The standards in Table 4.4 shall apply for the identified subareas.

**Gateway West (GW).** Mixed-use properties in the Gateway West subarea adjacent to the Commercial Corridor designation. Mixed-use options in this area include hotel and retail and/or residential land uses. The properties are ready for redevelopment with many underutilized parcels in this subarea.

**Gateway Core (GC).** Properties in the Gateway Core subarea are adjacent to both Old Town and single-family development. New development should provide a transition between buildings that vary in size and height, preserving privacy for all residents. Lot consolidation in this subarea is encouraged to provide projects at a size and scale that makes development feasible.

**Gateway East (GE).** Properties in the Gateway Neighborhood subarea include the properties at three of the four corners of the Chapman Avenue and Kraemer Avenue intersection, including the Civic Center. This subarea includes the Kraemer Land property that is expected to be a catalyst site for the CCRP area.

**Table 4.4: Mixed-Use Development Standards**

Land Use Designation	Mixed-Use			Mixed-Use Civic Center
Subareas	GW	GC	GE	GE
<b>Density/ Intensity Max</b> Residential (du/ac) Non-residential (Floor Area Ratio FAR)	DU/AC: 45 FAR: 1.0	DU/AC: 35 FAR: 0.5	DU/AC: 35 FAR: 0.5 The catalyst site shall be a minimum of one acre and shall contain no less than 65 dwelling units per acre.	DU/AC: 45 FAR: 0.35
<b>Setbacks (General)</b>	All of the required setback area shall be landscaped and maintained unless otherwise allowed.			
<b>Setbacks Front</b>	15 feet min.	10 feet min. For corner lots, a 15 foot minimum setback along both street frontages.		
<b>Setbacks Side and Rear</b>	Side and rear yards are required only along a property line adjacent to a residential district or a public right-of-way. The required yard shall be a minimum of 15 feet adjacent to a residential district and 10 feet adjacent to a public right-of-way. All of the required yard area shall be landscaped and maintained as a condition of the use.			
<b>Allowable Setback Projections.</b>	<ul style="list-style-type: none"> <li>a) Ground Floor. <ul style="list-style-type: none"> <li>i. Awnings and canopies over windows: 60 inches maximum.</li> <li>ii. Barriers for defining outdoor dining areas such as fences, railings, planter boxes: as needed to encompass outdoor dining area.</li> <li>iii. Sun Shade Structures: 15 feet maximum.</li> <li>iv. Arcade: 15 feet maximum.</li> <li>v. Cornices, belt courses, and similar architectural features: 12 inches maximum.</li> <li>vi. Eaves, roof overhangs: 30 inches maximum.</li> <li>vii. Uncovered porches, decks and landings (may be covered by arbors or trellises): 10 feet maximum.</li> </ul> </li> <li>b) Above Ground Floor. Awnings, galleries, balconies, bay windows: 48 inches maximum.</li> <li>c) For signs, see Section 4.5.</li> <li>d) All projections must maintain a minimum of 8 feet vertical clearance from ground.</li> </ul>			
<b>Public Right-of- Way Encroachments</b>	<ul style="list-style-type: none"> <li>a. Art, as determined by the approval of the public art component of the project.</li> <li>b. Signs, see Section 4.5 below.</li> <li>c. Outdoor Dining.</li> <li>d. Fences, only allowed in conjunction with a restaurant use.</li> </ul> <p><i>NOTE: Require approval of an encroachment permit.</i></p>			

**Table 4.4: Mixed-Use Development Standards**

Land Use Designation	Mixed-Use			Mixed-Use Civic Center
	Subareas	GW	GC	GE
<b>Building Height*</b>	<p><del>a. 3 to 4 stories—55 to 65 feet max. or as determined by the— depends on adjacency parameters below:-</del></p> <p><del>i. 30 feet max.</del> If adjacent to SFF or R-1, <b>30 feet max.</b> or 35-foot maximum height shall be permitted when 2 feet of additional setback is provided for every foot of additional height.</p> <p><b>ii. Hotel Use (only in GW): No portion of a hotel building shall exceed 40 feet in height within 50 feet of any residential building.</b></p> <p>Catalyst Site: 5 stories/ <b>60-65 feet max.</b></p> <p>The catalyst site may exceed maximum allowed building height by one floor, <i>see Chapter 3, Section 3.3 Opportunity Sites.</i></p>			<p>40 feet max.</p> <p>Rear building with stepback; 30 feet max adjacent to single-family homes.</p>
<b>Ground Floor Height</b>	Where commercial uses are on ground floors, those commercial uses shall have a minimum 15-foot height floor to ceiling.			
<b>Frontage Requirements</b>	<p>A section of blank wall shall not exceed 20 linear feet without being interrupted by a window or entry or other façade treatment.</p> <p>Developments over 1 acre in size shall choose a frontage type from the Chapter 5 Design Guidelines, Section 5.7 Frontages, of this Plan.</p>			
<b>Building Orientation</b>	<p>Primary ground-floor common entries or individual exterior dwelling unit entries shall be oriented to Chapman Corridor. Development with multiple structures may orient buildings so that only the primary driveway or private road into the project is accessed from Chapman Corridor. Then buildings should be oriented to front a common building (such as a club house or building containing the hotel lobby) or open space amenity accessed by the entry driveway. The backside of any building shall not face Chapman Avenue. Entrances at building corners may be used to satisfy this requirement.</p> <p>Pedestrian connections shall be provided to Chapman Avenue.</p>			
<b>Open Space Common and Private Minimum Requirements</b>	<p>a) 200 square feet per dwelling unit (total common and private).</p> <p>b) Minimum Dimensions.</p> <p>i. Private areas: 7 feet in any direction.</p> <p>ii. Common areas: 20 feet in any direction.</p> <p>Open space and outdoor open space areas may be provided as private areas, common areas, or a combination.</p> <p>All common open space areas shall be conveniently located and readily accessible from all dwelling units on the building site and shall be contiguous to and integrated with other common areas on the building site.</p> <p>The common open space areas may be composed of active or passive facilities and may incorporate any required setback areas other than street setback areas and required landscape setbacks, but shall not include or incorporate any driveways or parking areas, trash pickup or storage areas, or utility areas. All residential common areas shall be improved as either active or passive facilities, with landscape or hardscape elements designed to serve the residents of the project.</p>			

**Table 4.4: Mixed-Use Development Standards**

Land Use Designation	Mixed-Use			Mixed-Use Civic Center
	Subareas	GW	GC	GE
<b>Types of Common Open Space Permitted</b>	A minimum of one shared outdoor recreational facility shall be required per project. Qualifying shared common open spaces: Park, clubhouse, rooftop terrace, swimming pool, gymnasium, tennis court, pickleball court, basketball court (half or full), children’s play area, community garden, courtyard, fire pit, dog park, barbeque area.			
<b>Outdoor Dining</b>	a) All outdoor dining areas shall maintain a minimum sidewalk clearance of 4 feet between any outdoor eating area and light poles, signposts, utility poles, and similar sidewalk obstructions. b) Alcoholic beverages may be served in an outdoor eating area of an eating establishment provided the business operating the outdoor eating area has obtained an approval authorized by this Plan and the PMC to serve alcoholic beverages on-site and has obtained and maintains all approvals required by the ABC. c) Outdoor dining areas within the public right-of-way are subject to an Encroachment Permit. d) See Chapter 5 Section 5.15 Outdoor Dining of this Plan for design related standards.			
<b>NOTE:</b> <u>*The greater of the stated maximum building height or number of stories shall apply.</u>				

## 4.5 Sign Regulations

### 4.5.1 Purpose and Intent

The sign regulations for CCRP are intended to appropriately address the placement, type, size, and number of signs allowed in Chapman Corridor and to require the proper maintenance of signs.

The purpose of these requirements are to:

- 1) Avoid traffic safety hazards for motorists, bicyclists, and pedestrians caused by visual distractions and obstructions.
- 2) Promote the aesthetic and environmental values of the community by providing for signs that do not impair the attractiveness of the City as a place to live, work, and shop.
- 3) Provide for signs as an effective channel of communication while ensuring that signs are aesthetically proportioned in relation to adjacent structures and the structures to which they are attached.
- 4) Safeguard and protect the public health, safety, and general welfare.
- 5) Promote the pedestrian scale of the corridor.

### 4.5.2 Applicability

- 1) These sign regulations apply to all signs in the CCRP area except: directional/instructional signs and real estate signs shall instead comply with the requirements of the City's Zoning Code (PMC 23.90); and specialty City identification/ gateway signage.
- 2) The provisions of this section do not regulate the message content of a sign (sign copy) regardless of whether the message content is commercial or noncommercial.
- 3) Sign installation in the CCRP shall require sign permit approval in compliance with the City's Zoning Code (PMC 23.90), unless exempted from sign permit requirements.
- 4) Sign Variances: See the Zoning Code (PMC 23.90.220).
- 5) Definitions of the specialized terms and phrases used in this section are in the Zoning Code (PMC 23.90).

### 4.5.3 Prohibited Signs

- 1) Abandoned signs (includes signs on abandoned or closed businesses).
- 2) Animated and moving signs, including electronic message display signs; and variable intensity, blinking, or flashing signs; or signs that emit a varying intensity of light or color, except time and temperature displays (which are not considered signs).
- 3) Exposed cabinet/raceways behind channel letters.
- 4) Internally illuminated cabinet (can) signs.
- 5) Off-site signs (e.g., billboards, signs mounted on vehicles).
- 6) Obscene signs.
- 7) Pole signs and other freestanding signs over six feet in height.
- 8) Roof signs.
- 9) Signs that simulate, in color, size, or design, any traffic control sign or signal, or that make use of words, symbols, or characters in a manner that interferes with, misleads, or confuses pedestrian or vehicular traffic.
- 10) A sign burned, cut, or otherwise marked on or affixed to a rock, tree, or other natural feature.
- 11) A sign placed within a public right-of-way, except as provided by Tables 4.5 through 4.7.
- 12) A sign painted directly on a building, unless approved as a Creative Sign (See Section 4.5.9 Creative Sign Permit, of this Plan) .
- 13) Permanent signs that advertise continuous sales, special prices, or include phone numbers.
- 14) Temporary signs, including:
  - a. Balloons and other inflatable devices.

- b. Flags, except official national, state, or local government, institutional, or corporate flags properly displayed.
- c. Pennants and streamers, except in conjunction with an athletic event, carnival, circus, or fair.

#### 4.5.4 General Requirements for All Signs

- 1) Sign Area and Height Measurement. The measurements of sign area and height shall comply with the City's Zoning Code (PMC 23.90).
- 2) Sign Location Requirements. Each sign shall be located according to the following requirements and all other applicable provisions of this chapter.
- 3) On-Premises Signs Required. Each sign shall be located on the same site as the subject of the sign, except as otherwise allowed by this chapter.
  - a. Setback Requirements. Each sign shall comply with the setback requirements of the applicable zoning district, except for an approved projecting sign, and except for an approved freestanding sign, which shall be set back a minimum of 5 feet from the front and side street property lines.
  - b. Placement on a Building. No sign shall be placed so as to interfere with the operation of a door or window. Signs should not be located so that they cover prominent architectural features of the building.
  - c. Signs within a Public Right-of-Way. No sign shall be allowed in the public right-of-way except for the following:
    - i. A projecting sign in compliance with Tables 4.5 through 4.7.
    - ii. Public signs erected by or on behalf of a governmental agency to convey public information, identify public property, post legal notices, or direct or regulate pedestrian or vehicular traffic.
    - iii. Bus stop signs installed by a public transit company.
    - iv. Informational signs of a public utility regarding its lines, pipes, poles, or other facilities.
    - v. Emergency warning signs erected by a governmental agency, a public utility company, or a contractor doing authorized work within the public right-of-way.
  - d. Any sign installed or placed within the public right-of-way other than in compliance with this section shall be forfeited to the public and be subject to confiscation.
- 4) Sign Design. The following design criteria shall be used in reviewing the design of individual signs. Substantial conformance with each of the following design criteria shall be required before a sign permit or building permit can be approved.
- 5) Color. Colors on signs and structural members should be harmonious with one another and relate to the dominant colors of the buildings on the site. Contrasting colors may be utilized if the overall effect of the sign is still compatible with building colors.
- 6) Design and Construction.
  - a. Except where otherwise permitted elsewhere in this section, each sign shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure.

- b. Each permanent sign shall be designed by a professional (e.g., architect, building designer, landscape architect, interior designer, or others whose principal business is the design, manufacture, or sale of signs), or who is capable of producing professional results.
- c. Each permanent sign shall be constructed by persons whose principal business is building construction or a related trade, including sign manufacturing and installation, or others capable of producing professional results. The intent is to ensure public safety, achieve signs of careful construction, neat and readable copy, and durability to reduce maintenance costs and prevent dilapidation.

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- 7) Materials and Structure.
- a. Sign materials (including framing and supports) shall be representative of the type and scale of materials used on the site where the sign is located. Sign materials shall be complementary those used on the buildings on the site and any other signs on the site.
  - b. No sign shall include reflective material.
  - c. Materials for permanent signs shall be durable and capable of withstanding weathering over the life of the sign with reasonable maintenance.
  - d. The size of the structural members (e.g., columns, crossbeams, and braces) shall be proportional to the sign panel they are supporting.
  - e. The use of individual letters incorporated into the building design is encouraged, rather than a sign with background and framing other than the structure wall.
  - f. See Design Guidelines, Chapter 5, for additional guidelines for materials.
- 8) Street Address. The review authority may require that a sign include the street address of the site where it determines that public safety and emergency vehicle response would be more effectively served than if the street address were displayed on 1 or more buildings on the site.
- 9) Copy Design Guidelines. The city does not regulate the message content (copy) of signs; however, the following are principles of copy design and layout that can enhance the readability and attractiveness of signs. Copy design and layout consistent with these principles is encouraged but not required.
- a. Sign copy should relate only to the name and/or nature of the business or commercial center.
  - b. Permanent signs that advertise continuous sales, special prices, or include phone numbers are prohibited.
  - c. Information should be conveyed briefly or by logo, symbol, or other graphic manner. The intent should be to increase the readability of the sign and thereby enhance the identity of the business.
  - d. The area of letters or symbols should not exceed 40 percent of the sign area in commercial uses or 60 percent for residential uses.
  - e. Freestanding signs should contain the street address of the parcel or the range of addresses for a multi-tenant center.

#### 4.5.5 Sign Lighting

Sign lighting shall be designed to minimize light and glare on surrounding rights-of-way and properties.

- 1) External light sources shall be directed and shielded so that they do not produce glare off the site, or on any object other than the sign.
- 2) Sign lighting shall not blink, flash, flutter, or change light intensity, brightness, or color.
- 3) Colored lights shall not be used at a location or in a manner so as to be confused with or construed as traffic control devices.
- 4) Neither the direct nor reflected light from primary light sources shall create hazards for pedestrians or operators of motor vehicles.

- 5) For energy conservation, light sources shall be hard-wired fluorescent or compact fluorescent lamps, or other lighting technology that is of equal or greater energy efficiency. Incandescent lamps are prohibited.

#### 4.5.6 Sign Maintenance

- 1) Each sign and supporting hardware, including temporary signs and awning signs, shall be maintained in good repair and functioning properly at all times. Any damage to a sign or its illumination, including the failure of illumination, shall be repaired within a maximum of 14 days from the date of damage or failure.
- 2) A repair to a sign shall be of materials and design of equal or better quality as the original sign.
- 3) A sign that is not properly maintained and is dilapidated shall be deemed a public nuisance and may be abated in compliance with the City's Zoning Code.
- 4) When an existing sign is removed or replaced, all brackets, poles, and other supports that are no longer required shall be removed, and any/all damage to the exterior of the building shall be repaired/repainted to the satisfaction of the ~~Director of dDevelopment~~ ~~Services~~ ~~director~~ or designee. When an existing sign is removed, the repairs must match surface type and color of building exactly. No disparity in color tone is permitted.

#### 4.5.7 Sign Standards by Use

Each sign shall comply with the standards provided by this section and comply with the requirements in Tables 4.5 through 4.7, except as permitted by the approval of a creative sign permit, described below.

Allowed Sign	Maximum Sign Height	Maximum No. of Signs Allowed per Parcel	Maximum Sign Area Allowed per Parcel
Wall or Freestanding	Wall signs: below edge of roof. Placement shall only be located below the roof or over the primary entrance. Freestanding: 48 inches	1 wall sign or freestanding sign per primary vehicular entrance or street frontage.	12 square feet per face area; 24 square feet maximum total square feet for all signs.

<b>Allowed Sign</b>	<b>Placement Standards</b>	<b>Maximum Number and Sign Area</b>
Awning	Shall be entirely on awning valence; lettering max 66% of valence height; valence height max: 18 inches.	50% of the area of the valence front. 1 sign max per separate awning valence.
Marquee	To be established during site plan review. Minimum clearance of 10' from sidewalk surface below. Allowed only for the entrance of a theatre or playhouse.	To be established during site plan review. 3 square feet per 1 linear foot of frontage width, up to 80 percent of frontage width. 1 sign max.
Monument	5 feet including base structure. Allowed only on a site with more than 100 feet of continuous street frontage.	36 square feet.
Projecting or Suspended	Up to 24 inches from face of building and bottom of sign shall be no closer than 8 feet above sidewalk surface below.	6 square feet. No dimension greater than 3 feet.
Wall	2 feet below parapet or eave. Individual letters 18 inches. Mounting 1-story: above 1st-floor windows. Mounting multi-story: between windows.	1 square foot per linear foot primary business. 1 sign allowed per business frontage with pedestrian entrance. Side street or rear entrance wall sign max 50% of the primary sign area.
Window Permanent	Within window area.	15% of total window area max.
Window Temporary	Within window area.	25% of total window area. Allowed for display a maximum of 15 days at 1 time, up to 3 times in a 12-month period.
A-Boards and Other Portable Sidewalk Signs	May not impede pedestrian flow.	1 per business. Signs are only be permitted while the business is open. Requires an encroachment permit if in the public right-of-way.
Directional Signage on Private Property	Cannot be freestanding and shall be minimized for basic directional functions. Sign may include minimized development logo and/or branding associated with development or tenant.	Included in sign permit application approval process.

Allowed Sign	Placement Standards	Maximum Number and Sign Area
Monument	5 feet max height, including base structure.	1 per site. 25 square feet sign area max.
Wall signs	Raised letter only, unlighted or dimly back-lighted	Not to exceed one-half square foot in area per foot of front of building, or 50 square feet total area per building, whichever is less.

*Banners, pennants, and streamers are specifically prohibited.*

#### 4.5.8 Master Sign Program

All mixed-use projects shall require a master sign program, which is reviewed and approved by the decision-making body in each case. A “master sign plan” means a coordinated program of signage for new or existing commercial, office, or residential that has more than one business establishment or tenant. The master sign program can permit signs that meet the intent and standards of the Sign Code and ensure that all signs are integrated thoughtfully into the design of the structures, creating a unified architectural statement. The master sign program provides a means for defining common sign regulations for multi-tenant projects to encourage maximum incentive and latitude in the design and display of multiple signs, and to achieve, not circumvent, the intent of this chapter.

- 1) **Application Requirements and Revisions to Master Sign Programs.** A sign permit application for a master sign program shall include all information and materials required by the development services department and the filing fee set by the City’s fee resolution. Revisions to a master sign program may be approved by the ~~e~~Director of ~~D~~evelopment ~~S~~ervices or designee with a standard sign permit if the intent of the original approval is not affected. Revisions that would substantially deviate from the original approval shall require the approval of a new master sign program.
- 2) **Standards.** A master sign program shall comply with the following standards:
  - a. The program shall comply with the purpose of this chapter.
  - b. The signs shall enhance the overall development, be in harmony with, and relate visually to other signs in the master sign program, to the structures or developments they identify, and to surrounding development;
  - c. The program shall accommodate future revisions that may be required because of changes in use or tenants; and
  - d. The program shall comply with the standards of this chapter, except that flexibility is allowed with regard to sign area, number, location, or height to the extent that the master sign program will enhance the overall development and will more fully accomplish the purposes of this chapter.
  - e. Sign permit application must include identification of size, height, and location of all signs.

#### 4.5.9 Creative Sign Permit

- 1) **Definition of Creative Sign Permit.** Applicants may apply for a creative sign permit for signs that are not listed or that exceed the provisions of this chapter. The creative sign permit is intended for signs that meet the intent and standards of the sign code, but may not necessarily meet the standards shown in

Tables 4.5 through 4.7 of this chapter. An applicant may request approval of a creative sign permit to authorize on-site signs that use different standards from the other provisions of this chapter but comply with the intent of this chapter.

- 2) **Revisions** to a creative sign within a master sign program may be approved by the Director of Development Services or designee with a standard sign permit if the intent of the original approval is not affected. Revisions that would substantially deviate from the original approval shall require the approval of a new master sign program.
- 3) **Purpose.** To encourage signs of unique design and that exhibit a high degree of thoughtfulness, branding, imagination, inventiveness, and spirit; and to provide a process for the application of sign regulations in ways that will allow creatively designed signs that make a positive visual contribution to the overall image of the city and Chapman Corridor, while mitigating the impacts of large or unusually designed signs.
- 4) **Application and Procedure Requirements.** A sign permit application for a creative sign shall include all information and materials required by the department, and the filing fee set by the City's resolution fee. A sign permit application for a creative sign shall be subject to review and approval by the Director of Development Services when the proposed sign is 50 square feet or less, and by the planning commission when the sign is larger than 50 square feet. Notification for a sign permit for a creative sign shall be given in the same manner specified by the zoning ordinance for director-approved development permits.
- 5) **Design Criteria.** In approving an application for a creative sign, the review authority shall ensure that a proposed sign meets the following design criteria:
  - a. Constitutes a substantial aesthetic improvement to the site and has a positive visual impact on the surrounding area.
  - b. Is of unique design and exhibits a high degree of thoughtfulness, imagination, inventiveness, and spirit.
  - c. Provides strong graphic character through the imaginative use of graphics, color, texture, quality materials, scale, and proportion.
- 6) **Contextual Criteria.** The sign shall contain at least one of the following elements:
  - a. Classic historic design style.
  - b. Creative image reflecting current or historic character of the city.
  - c. Symbols or imagery relating to the citrus packing industry.
  - d. Inventive representation of the use, name, or logo of the structure or business.
- 7) **Architectural Criteria.** The sign shall:
  - a. Utilize or enhance the architectural elements of the building.
  - b. Be placed in a logical location in relation to the overall composition of the building's façade and not cover any key architectural features and details of the façade.

- 8) **Neighborhood Impacts.** The sign shall be located and designed not to cause light and glare impacts on neighboring residential uses.

#### 4.5.10 Legal Nonconforming Signs

A legal nonconforming sign is any permanent or temporary sign that was legally established and maintained in compliance with the provisions of all applicable laws in effect at the time of original installation but that does not now comply with the provisions of this specific plan.

- 1) **General Requirements.** A legal nonconforming sign shall not be:
  - a. Changed to another nonconforming sign.
  - b. Structurally altered to extend its useful life.
  - c. Enlarged.
  - d. Re-established after a business is discontinued for 60 days or more, subject to the amortization clause in Section 4.5.6.
  - e. Re-established after damage or destruction to 50 percent or more of the value of the sign or its components, as determined by the building official and subject to the amortization clause below.
- 2) **Maintenance and Changes.** Sign copy and face changes, nonstructural modifications, and nonstructural maintenance (e.g., painting, rust removal) are allowed without a sign permit up to a maximum of 25 percent of the existing total area of the sign. Face changes not including copy, and any nonstructural modifications exceeding 25 percent of the existing total area of the sign, and any structural changes shall comply with all applicable standards of this chapter.

#### 4.5.11 Amortization and existing uses.

- 1) In order to preserve private property rights, all legal uses, buildings or structures in existence immediately preceding the effective date of the ordinance codified in this chapter, may be continued to operate as a legal nonconforming use, building or structure pursuant to PMC Ch. 23.84.

#### 4.5.12 Fences and Walls

Must comply with Chapter 23.81 of the Placentia Municipal Code.

#### 4.5.13 Trash and Recycling Enclosures

Must comply with Chapter 23.41 of the Placentia Municipal Code.

#### 4.5.14 Parking

Parking for all uses must comply with Chapter 23.78 of the Placentia Municipal Code. Additionally, mixed-use projects shall provide a parking management plan or shared parking agreement for approval by the Director of Development Services or designee. The documentation shall detail joint, or reciprocal parking between uses or buildings.

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# 5 DESIGN STANDARDS AND GUIDELINES

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## 5.1 Introduction

The design standards and guidelines are intended to promote quality design, consistent with overall vision, while providing a level of flexibility to encourage creative design. This chapter provides additional standards and guidelines that address the physical design of buildings and various site design elements within the Chapman Corridor Revitalization Plan (CCRP) area in addition to those found in Chapter 4. These standards apply to all subareas of the corridor.

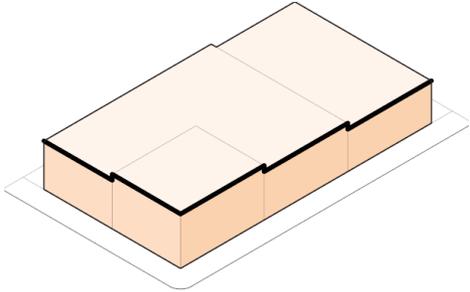
### 5.1.1 Interpretation

This chapter is intended to provide guidance and expectations for quality building and site design for development along Chapman Corridor. Design standards are provided with specific requirements and are written as “shall” or “must.” A design guideline written as a “should” requires compliance unless a legitimate reason or acceptable design substitute is deemed acceptable through the Development Plan Review process, as described in Chapter 7 of this Plan. A design guideline written with an action verb (e.g., provide, use, locate, create, establish, employ) is highly recommended. Finally, statements written as “prohibited” or “not allowed” is not appropriate for the CCRP area.

## 5.2 Building Massing and Scale

- 1) Projects containing several buildings should be designed as a collection of suitably scaled buildings instead of a singular mass.
- 2) Buildings greater than three stories should provide variation by using balconies, fenestration, and sunshades to create an interesting pattern of projections and recesses.
- 3) Building mass should be articulated to reflect a human scale, both horizontally and vertically. Examples of such building elements include articulated façades, corner elements, inset windows, highlighted entry features, and prominent cornices and rooflines. See sections below for additional requirements and guidelines for these elements.

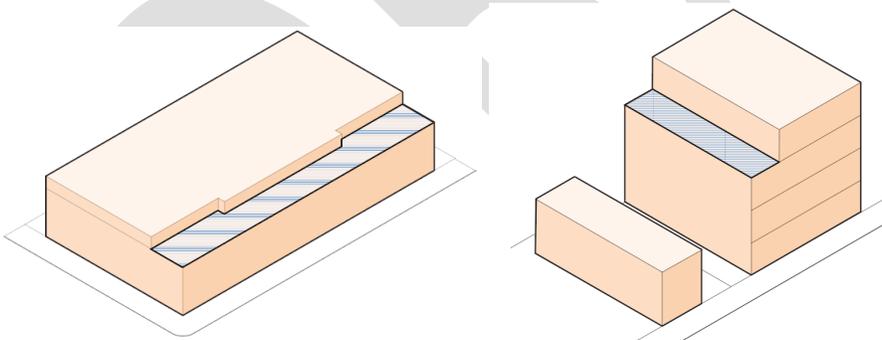
## 5.3 Building Height



Modulation of rooflines can add visual interest to the skyline, while reducing the scale of large building masses. Modulation can also minimize the “canyon” effect along a corridor while creating visual reference points and the appearance of distinct and separate buildings.

- 1) Development shall not exceed the height limits set in Chapter 4.
- 2) Buildings over three stories in height that do not use stepbacks (sec. 5.2.4) or prominent corners (sec. 5.2.6) shall vary the roof height by at least 5 feet for every 75 linear feet.
- 3) Rooftop equipment shall be concealed from visibility from the public right-of-way. The point of view for determining visibility shall be 6 feet above grade at a distance of 200 feet. If the roof structure does not provide this screening, an equipment screen shall be included in the design.
- 4) Exception(s): Projecting features such as appurtenances, chimneys, and vents may exceed the height limit.

## 5.4 Stepbacks

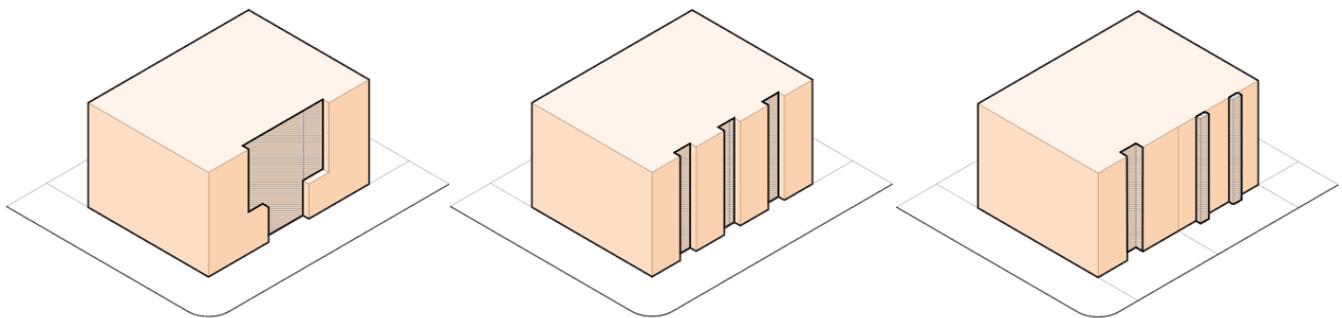


Stepbacks are upper levels of a building set back from the façade before the total height of the building is achieved. Building stepbacks at upper levels allow for multiple roofline profiles, lessening the imposing appearance of building massing, providing privacy, and creating space for open space amenities.

- 1) Chapter 4 establishes when and where (which building façade) stepbacks are required.
- 2) Stepbacks are measured from the primary façade plane. The primary façade plane is defined as the vertical plane with the greatest surface area above the ground floor.

- 3) Allowable Uses. Uses allowed within the stepback include:
  - Private and outdoor common open spaces
  - Shade structures, such as trellises, or fabric canopies
  - Green roofs and photovoltaic panels
- 4) Exception(s): Architectural features used to meet prominent corners are allowed to interrupt required stepbacks.

## 5.5 Façade Articulation and Design

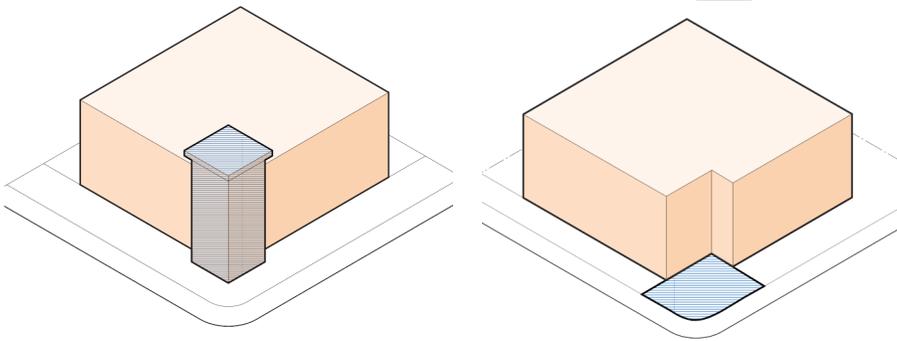


Façade articulation encourages proportions that reduce the apparent massing of buildings and create visual interest. Recesses and projections of a building facade, in combination with detailing, articulation, and fenestration pattern, create diversity and visual interest in the horizontal, particularly in its relationship to the pedestrian realm.

- 1) Façade Articulation. Any street-facing façade exceeding 50 feet in length shall modulate a minimum of 25 percent of the area above the first story. This modulation shall be between 2 feet and 12 feet in depth from the primary façade plane. Buildings 2 stories or less are exempt.
- 2) Modulation is not required to be continuous or open to the sky, and may be recessed or projected.
- 3) Building façades should include three-dimensional detailing such as cornices, belt courses, window moldings, bay windows, and reveals to create shadows and façade relief.
- 4) Balconies that are recessed a minimum of 2 feet shall qualify. Projected balconies shall not qualify.
- 5) Façade Articulation, Large Buildings. Any street-facing façade exceeding 150 feet shall additionally include a minimum break of 10 percent of the façade length or 20 feet, whichever is greater. This break shall be a minimum of 8 feet deep and open to the sky.
- 6) Materials, texture, patterns, colors, and details on building façades should vary to diminish the perceived mass of large buildings and to create the impression of smaller-scale buildings.
- 7) Building façades should be articulated with a building base, body, and roof or parapet edge.

- 8) The highest level of details should be on the ground floor's front façade and façades visible from public streets. However, similar and complementary massing, materials, and details should be incorporated into side and rear façades.
- 9) No more than 40 percent of balconies on a project shall extend beyond the façade of the building, and the maximum projection shall be 25 percent of the balcony's full depth. All other balconies shall be recessed into the building façade.
- 10) No balconies shall overhang into the public right-of-way or cross a property line.

## 5.6 Prominent Corners

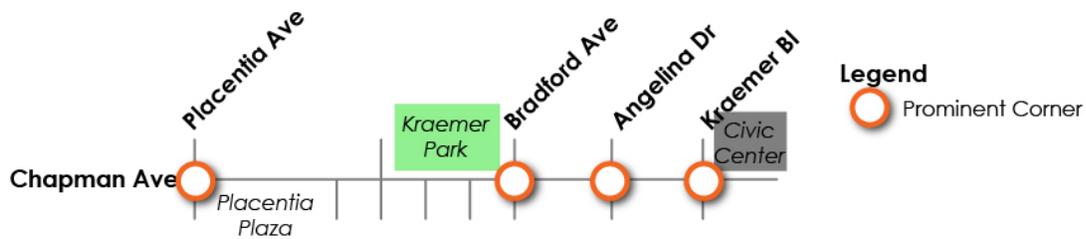


Sites at prominent street intersections present unique opportunities to enhance the aesthetic quality of gateways into Chapman Corridor by creating signature buildings, architectural features, or open spaces. In addition to creating variation in building massing, an enhanced corner can create a sense of place in the public realm by incorporating key design features.

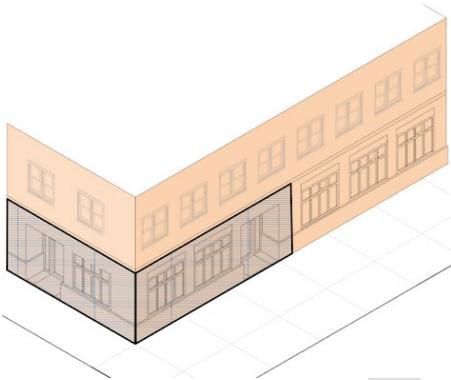
- 1) Location. Chapman Avenue at Placentia Avenue, Bradford Avenue, Angelina Drive, and Kraemer Boulevard, see Figure 5-1, *Prominent Corners*.
- 2) Design. Corner features shall have a distinct but complementary design to the overall mass of the building.
- 3) Minimum Height. If expressed as architectural form, corner features shall be greater in height than the overall building mass by a minimum of 10 feet, and may exceed the maximum allowable height established in Chapter 4 by 10 feet.
- 4) Canopies / Marquees. Enhanced canopies or marquees shall be provided to help create a sense of enclosure in the public realm.
- 5) Open Space. Open space in the form of plazas or entry courts may be used as an alternative to architectural form to meet prominent corner requirements.
- 6) Stepback Exemptions. Sites designated “prominent corners” (see Figure 5-1, *Prominent Corners*) are exempt from any stepback requirements for up to 30 percent of the street-facing building facade at the corner.

- 7) Exception(s): Prominent corner requirements shall not apply to projects with assembled parcels under 0.5 acre in size.

**Figure 5-1: Prominent Corners**

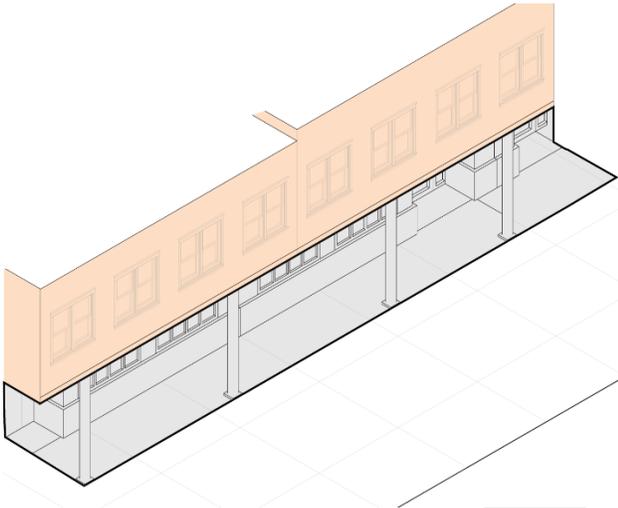


## 5.7 Frontages

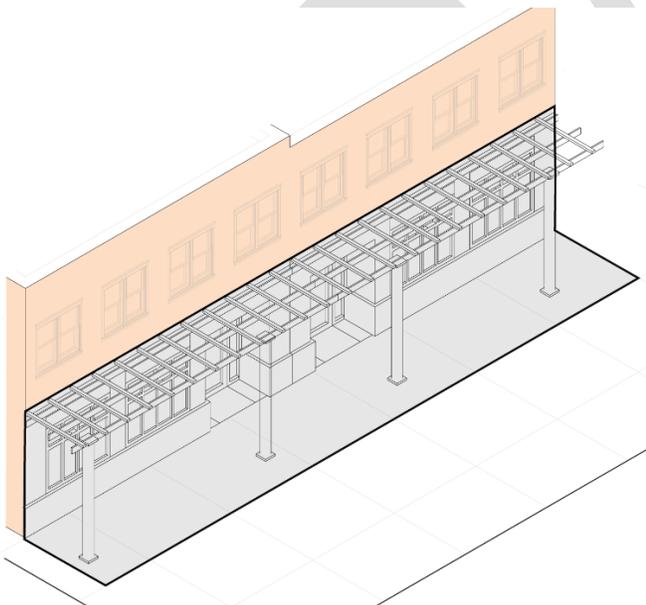


A building frontage is the portion of the building facing the primary street. Frontages are often categorized into various types to address specific design elements. The arrangement and design are important considerations because it is the interface for how a building engages the public realm. The following building frontage types have been selected for the Chapman Corridor area:

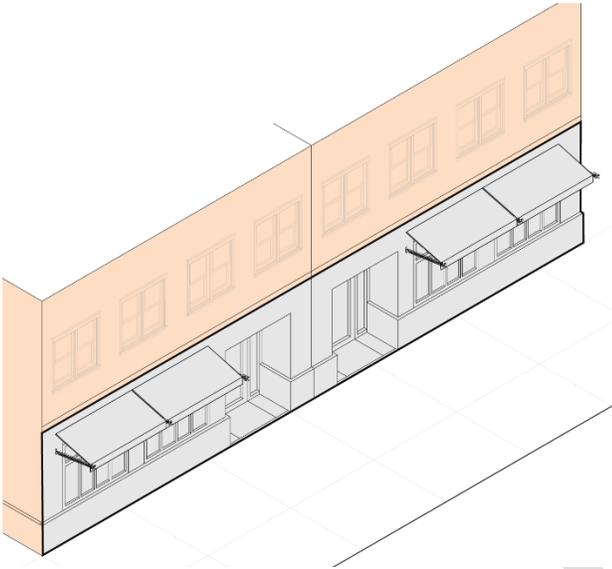
**Arcade.** Arcades are facades with a ground-floor colonnade that supports the upper stories of the building or, for one-story buildings, the roof. Arcades contain ground-floor shopfronts, making them ideal for retail or restaurant use, because the arcade shelters pedestrians from the sun and rain. Arcades function as an extension of the public sidewalk.



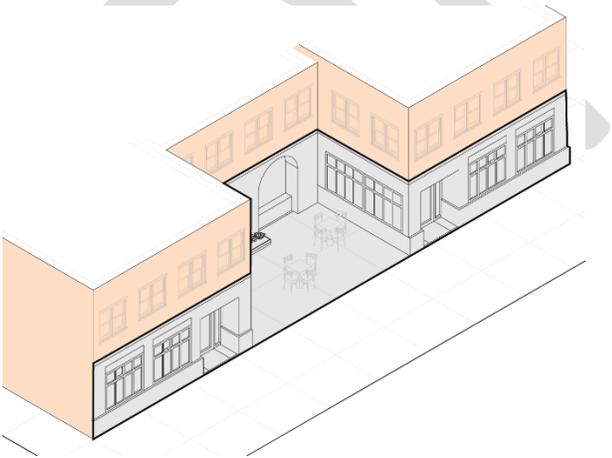
**Gallery.** The main facade of the building is set back at or near the front lot line, and an at-grade, covered structure, typically articulated with colonnade or arches, covers an area in the right-of-way. This type may be one or multiple stories and is intended for restaurants and outdoor dining uses.



**Shopfront.** A shopfront is a frontage wherein the building façade and entrance are at sidewalk grade and close to the pedestrian zone. Shopfronts include large areas of transparent openings and doors and are commonly equipped with cantilevered roofs or awnings. Shopfronts typically provide access directly from sidewalks and are oriented to display ground-level commercial uses. This frontage type is typically used for commercial use. This frontage type can be used in conjunction with a terrace and/or forecourt to create a more engaging street.



**Forecourt.** A forecourt is a frontage wherein a portion of the building façade is recessed from the primary building façade. The forecourt may be used as an entry court and open space for residential uses, or as additional shopping or seating areas for commercial uses. This frontage type is appropriate for either residential and/or commercial uses. A mixed-use building could use a forecourt as a residential entrance while commercial uses occupy street-adjacent building space. This type can be used in conjunction with shopfronts and stoops as a transition into residential frontage.



The following also guide the design of building frontages for the CCRP area:

- 1) Active uses should be focused at the sidewalk level, with the greatest concentration at the intersection of two streets.
- 2) Entries to stores and ground-floor commercial uses should be visually distinct from the rest of the store façade, with inventive use of scale, materials, glazing, projecting or recessed forms, architectural details, color, and/or awnings. These entries should have direct at-grade access from the sidewalk.
- 3) Individual storefronts should be clearly defined by architectural elements, such as piers or changes in plane and/or materials.
- 4) For non-residential uses, a minimum of 60 percent of the façade between 3 and 12 feet above the sidewalk should contain windows of clear or lightly tinted vision glass that allows views of indoor space. Heavier tinted or mirrored glass is not permitted.
- 5) Residential units must be designed to ensure the security of residents. Secured entrances and exits that are separate from the non-residential uses and are directly accessible to resident parking areas are required.

## 5.8 Awnings, Canopies, and Marquees

- 1) Awnings, canopies, and marquees enhance the pedestrian environment by providing visual interest and a human scale. Their use is encouraged, but care must be taken so they do not negatively impact the pedestrian zone.
- 2) Ground supports for encroachments are prohibited.
- 3) A continuous series of awnings, canopies, or other coverings is encouraged along retail frontages. Awnings and canopies should be designed to correspond to individual storefront structural bays and should convey the outline and proportion of storefront window openings.

## 5.9 Landscaping

- 1) Plant materials should utilize plants and trees identified in the City's Parkway Design Guide.
- 2) Provide a variety of landscaped spaces that accommodate different activities and needs, including buffering from sidewalks, at the perimeter of parking areas and seating and dining areas.
- 3) The palette of plant materials in landscape buffers should create an aesthetically pleasing space through a mix of colors, heights, and types of plants.

## 5.10 Circulation and Access

- 1) All buildings should be connected to the public sidewalk by a clearly delineated path or walkway.

- 2) Primary routes for pedestrian circulation should provide universal access for people of all ages, sizes, abilities, or disabilities wherever possible by minimizing the number of steps and elevation changes and providing ADA access to building entries.
- 3) Design cues should be provided along pedestrian connections to help demarcate the transition between public and private spaces. Where there is a pedestrian connection between public and private space, at least one of the following design cues shall be used:
  - Change in paving color
  - Change in paving materials
  - Landscaping on one or both sides of a walkway

## 5.11 Materials and Finishes

- 1) Buildings shall use durable, high quality materials to develop long-lasting buildings that can be adaptively reused over time.
  - Brick, natural stone, precast concrete, and factory-finished metal panels (heavy gauge only, in corrugated or flat sections) are preferred.
  - Alternatives to stucco are preferred. When stucco is used it should be applied with a smooth finish. Stucco seams should be used to create visual interest for the building's façade and form.
  - The finish, texture, and color of materials should be compatible with the overall architectural theme.
- 2) Greater attention to detail and quality should be used at the lower levels of a building to contribute to an enhanced streetscape.
- 3) Encourage buildings to express a variety of architectural styles, but with full awareness of and respect for the height, mass, articulation, and materials of the high quality (desirable) older buildings that surround them.
- 4) Architectural style and use of quality materials shall be consistent throughout an entire mixed-use project; however, variations in materials and details may be used to differentiate between the residential and commercial portions of the project.
- 5) Construction details should be authentic and applied with consistency. Faux architecture that mimics a past era is strongly discouraged.
- 6) Materials and colors should be used to imply form changes, particularly for entrance lobbies, massing changes, and different uses or tenants.
- 7) Entrance canopies, scuppers, downspouts, and metal railings should follow the aesthetic of the building theme.
- 8) The use of concrete is allowed as long as it is part of an overall architectural composition, and it should have a finished architectural expression.

- 9) Façade elements constructed of foam or foam molding are prohibited on the ground floor of buildings and should be avoided overall. If used, they should be well proportioned and constructed to avoid appearing glued to the building.
- 10) Concrete masonry units should only be used if they are fundamental to the building design and have a suitable appearance at the ground floor.
- 11) Signs should be constructed with high quality materials such as metal and architecturally designed.

## 5.12 Windows, Doors, Balconies, and Walls

- 1) The rhythm of windows and entrances should provide interest and engage pedestrians.
- 2) Clear glass should be used on the ground floor of non-residential façades with marginal obstruction from window signs, permanent shades, or interior displays.
- 3) Balconies and bay windows in upper stories are encouraged to enhance activity and provide “eyes on the street.”
- 4) The design, size, type, and location of windows should enhance interior daylight and potentially decrease the size/type of required heating/cooling systems.
- 5) For non-residential storefronts, curtain wall, metal panel, frameless glass porch wall systems, and high quality glass storefront wall systems should be used.
- 6) Installation using a vertical cavity system and reinforced fiber cement panels is acceptable.
- 7) Windows and glass curtain wall systems should be transparent. Highly reflective or very dark glass is not allowed.
- 8) For residential buildings, windows should be of high quality and afford a shadow line and depth. This may be achieved through inset windows with an integral frame or inseting the window into the exterior wall.

## 5.13 Architectural Lighting

- 1) Lighting should enhance the building’s architecture and augment the street and sidewalk experience at night.
- 2) Direct lamp glare from unshielded floodlights is not permitted.
- 3) Lighting that aims light directly into the night sky is prohibited.
- 4) Internal and external storefront lighting should be designed for ground-floor retail and restaurant spaces to augment the pedestrian space and encourage window shopping even when stores are closed.
- 5) Special illumination should be used to highlight main building entrances and add interest to the building façade. Subtle lighting to accent the architecture and special architectural elements (such as distinctive building rooftops) is encouraged.

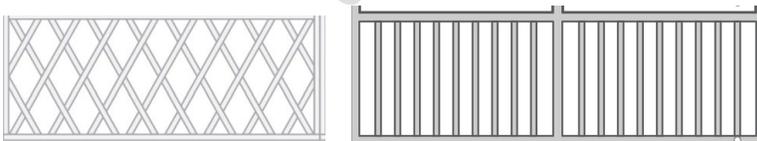
- 6) Secondary building entrances and parking/loading/service access points should have lighting compatible with the project's lighting to maintain a safe environment around the entire project, especially where pedestrians and other building tenants circulate.
- 7) Warm white light is encouraged. Blinking, flashing, and oscillating lights are prohibited. Colored lights are not encouraged unless they contribute to the theming of commercial areas or establishments. Overly bright or glaring lights should be avoided.
- 8) Automatic timers should be programmed to maximize personal safety at night while conserving energy. They should be reset seasonally to match the flux of dusk/dawn.
- 9) Exterior lighting should be designed and located so that light does not project off-site or onto adjacent uses. This is especially critical with neighboring residential uses.

## 5.14 Public Art

- 1) Public art shall be developed in the most accessible and visible places and considered in relation to other visual elements and cues (signage and other elements that may impede or heighten its enjoyment).
- 2) Public art shall reflect Chapman Corridor's visual and cultural setting. New installations shall provide a contextual understanding of and be clearly related to the City's overall network of public art.
- 3) Artists shall create sustainable, maintainable works of art that aspire to the highest standards of innovation and aesthetic quality.
- 4) Public art shall be integrated into the project's design at an early stage of development to ensure cohesiveness of site design, architecture, art, landscape, and public space.
- 5) Public art shall be made a condition of approval for all new development at the discretion of the appropriate approval body, including approvals made at the staff level.

## 5.15 Outdoor Dining

- 1) Outdoor dining facilities such as chairs, tables, fences, planters, and such related furnishings and equipment shall not exceed 60 inches in height and, if permanently installed, must have a transparency of at least 80 percent. Such furnishings under 48 inches in height are not subject to transparency restrictions. Umbrellas, awnings, or other shade covering, plant material, temporary partition, or other movable items used in conjunction with aforementioned chairs, tables, fences, planters, and such related furnishings and equipment may exceed 60 inches in height and are not subject to transparency restrictions.



*80 percent transparency examples*

- 2) There is no minimum or maximum number of tables or chairs that are permitted pursuant to this section.

# 6 MOBILITY & INFRASTRUCTURE

## 6.1 Mobility

Chapman Avenue is an approximately one-mile stretch that runs from the 57 freeway to Placentia Civic Center. The corridor serves as an east-west, auto-oriented thoroughfare that connects the southwestern area of the Placentia to the 57 freeway, Cal State Fullerton, and the City of Fullerton.

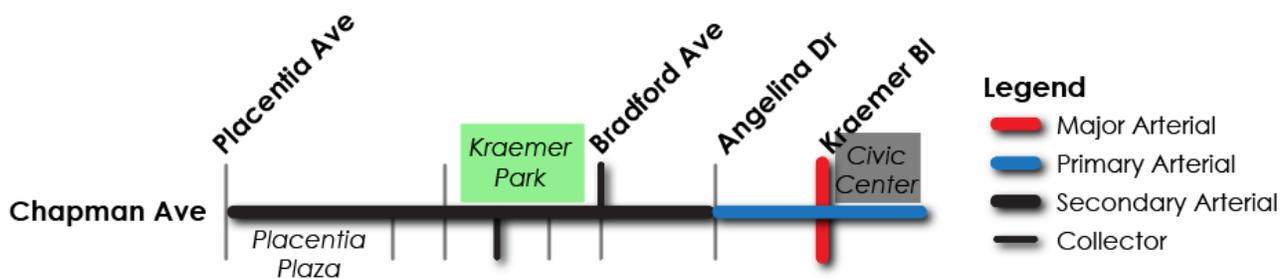
This chapter provides circulation and mobility improvements for Chapman Avenue within the Chapman Avenue Revitalization Plan (CCRP) area. While land use changes and design and development standards focus on the private realm, mobility addresses the public realm to improve accessibility and safety and accommodate users of all ages, including pedestrians, transit passengers, cyclists, and motorists.

### 6.1.1 Roadway Network

The Orange County Master Plan of Arterial Highways (MPAH, 2017) establishes a countywide surface roadway network intended to provide a guideline for the development of an inter-community arterial highway system. Roadways identified in the City of Placentia’s General Plan Mobility Element (2019) are required to be consistent with roadways in the MPAH.

The MPAH classifies the length of Chapman Avenue as a primary arterial road. The City’s Mobility Element identifies Chapman Avenue as several variations of an arterial. From Placentia Avenue to Angelina Drive it is classified as an existing functional secondary arterial. East of Angelina Drive to Orangethorpe, Chapman Avenue is classified as a primary arterial. Primary and secondary arterial streets are designed for through-vehicular traffic. The roadway network classifications are identified on Figure 6-1.

**Figure 6-1: Placentia Mobility Element, Existing Roadway Conditions (2019)**

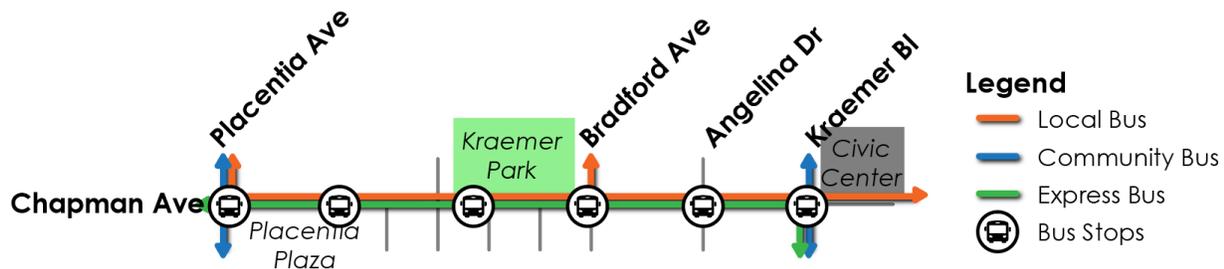


Due to traffic demand and the corridor’s function as a vehicular thoroughfare, implementation of this Plan does not require the addition or removal of vehicular travel lanes. However, the proposed roadway sections have been designed to accommodate bicycle lanes that connect with the City’s existing bicycle network (see Figure 6-3) and keep traffic moving. Existing and proposed street sections are provided later in this chapter on Figures 6-4 to 6-12.

### 6.1.2 Transit Network

Local, community, and express bus routes run east-west along Chapman Avenue, and north-south along Placentia Avenue, Bradford Avenue, and Kraemer Boulevard (see Figure 6-2). The bus routes are serviced by Orange County Transportation Authority. Bus stops along the corridor typically include signage affixed to a freestanding pole or street light post. Bus-stop enhancements such as seating, bus shelters, pedestrian-scaled lighting, and real-time bus arrival info would greatly enhance the experience for transit users going to and from Chapman Corridor. There are no known planned changes to the transit routes serving the Corridor at this time.

**Figure 6-2: Existing Transit Network**



Existing Bus Stop



Example Bus Shelter

### 6.1.3 Pedestrian Infrastructure

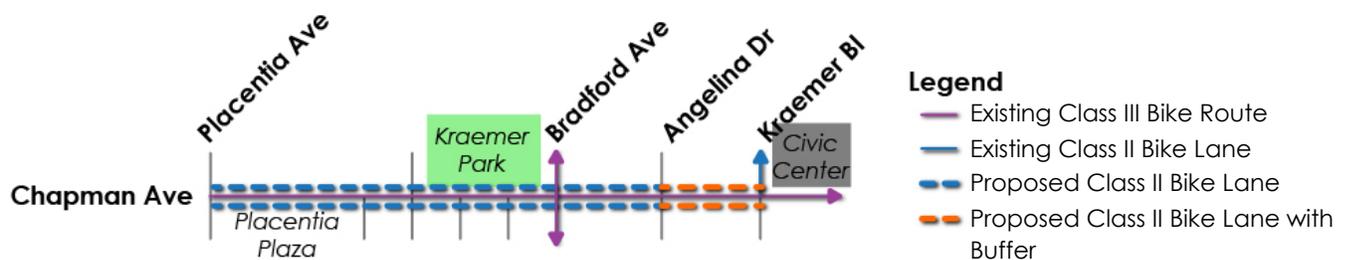
Chapman Avenue typically includes six- to eight-foot-wide sidewalks on both sides of the corridor. The existing sidewalk widths are adequate for two pedestrians to walk side by side comfortably. Where possible, street trees

can provide shade and enhance the pedestrian experience and comfort along the corridor. High-visibility crosswalks would also improve safety at all pedestrian crossings. The Chapman Corridor Streetscape Master Plan (Appendix B) identifies enhancements to the landscaping, street trees and other public realm improvements that will improve the pedestrian experience along Chapman Avenue. Implementation of that Plan is also discussed in Chapter 7, Administration and Implementation.

### 6.1.4 Bicycle Network

Chapman Avenue is currently a designated bike route without markings. The auto-oriented nature of the road and high traffic speeds provide an uncomfortable experience for bicyclists. Additionally, the presence of residential driveways and commercial surface parking lots present challenges and unsafe conditions for bicyclists. To improve bicyclists' safety, this Plan includes a continuous eastbound and westbound bike facility from Placentia Avenue to Kraemer Boulevard. A class II bike lane is proposed from Placentia Avenue to Angelina Drive. Additional curb to curb right-of-way allows for a buffered bike lane from Angelina Drive to Kraemer Boulevard. To accommodate the bike facility, on-street parking is removed on Chapman Avenue across from Kraemer Park. The street reconfiguration does not add or remove travel lanes. Street sections that showcase existing and proposed roadway configurations are shown below in Section 6.2 and also provided in the *Chapman Corridor Streetscape Master Plan*.

**Figure 6-3: Existing and Proposed Bicycle Facilities**



## 6.2 Street Sections

To guide implementation of this mobility plan, the following section provides existing and proposed street sections for various segments of Chapman Avenue in the plan area. All proposed street sections fit within the existing right-of-way.

### 6.2.1 Chapman Avenue: Placentia Avenue to Walnut Avenue, Bradford Avenue to Angelina Drive

Chapman Avenue at Placentia Avenue to Walnut Avenue and Bradford Avenue to Angelina Drive feature wide travel lanes and a center median, exemplifying the autocentric nature of the corridor. Lane widths are reduced to accommodate dedicated bike lanes in each direction as shown on Figures 6-4b and 6-4c.

Figure 6-4a: Chapman Avenue: Placentia Avenue to Walnut Avenue, Bradford Avenue to Angelina Drive Key Map

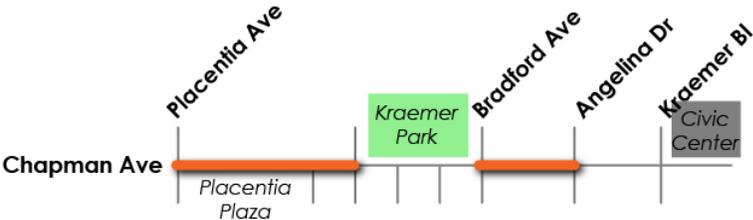


Figure 6-4b: Existing Street Section, Chapman Avenue: Placentia Avenue to Walnut Avenue, Bradford Avenue to Angelina Drive

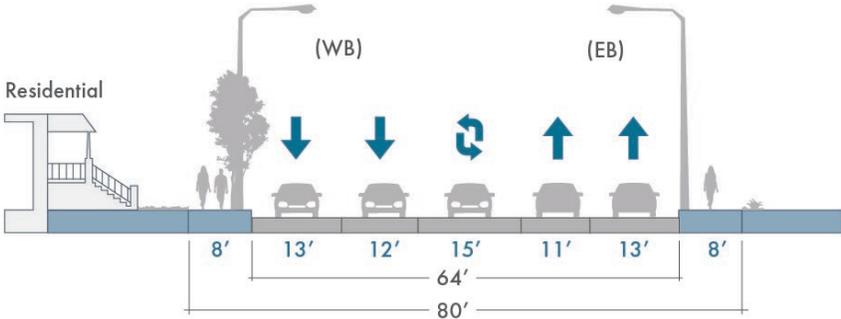
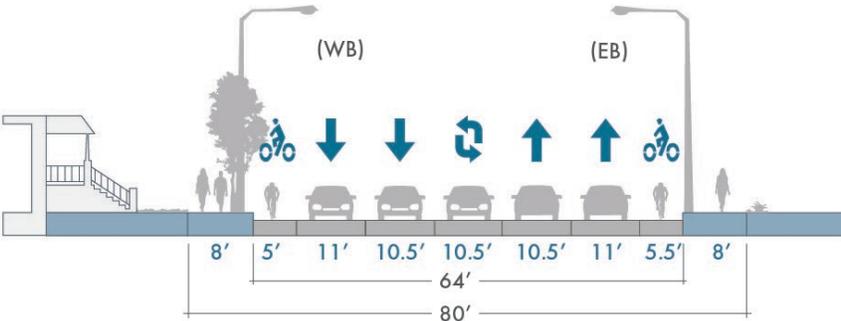


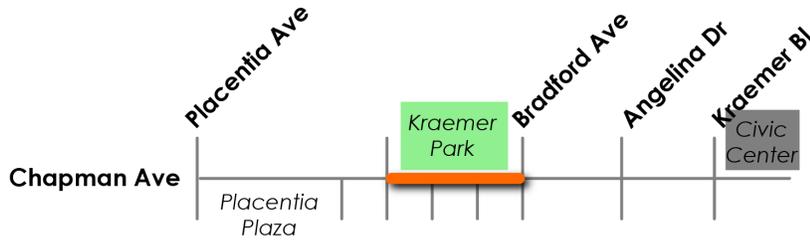
Figure 6-4c: Proposed Street Section, Chapman Avenue: Placentia Avenue to Walnut Avenue, Bradford Avenue to Angelina Drive



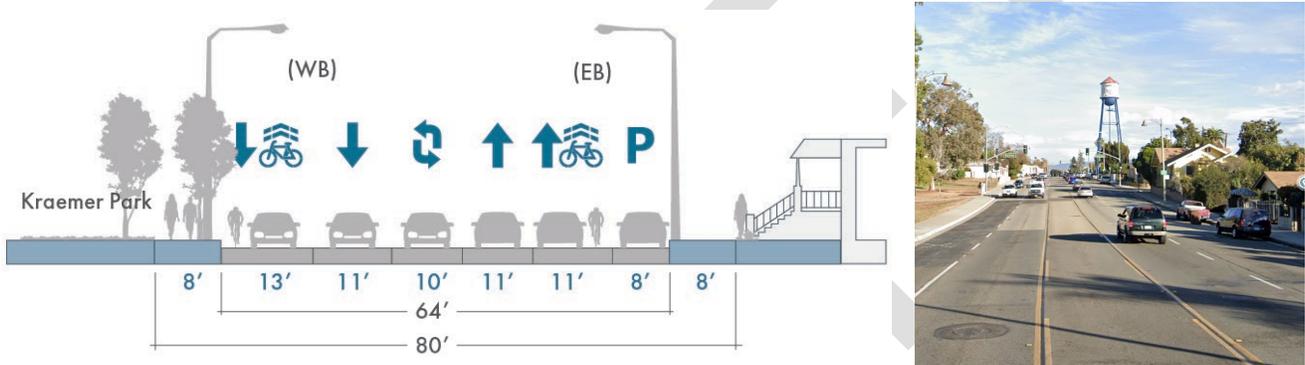
6.2.2 Chapman Ave: Walnut Avenue to Bradford Avenue (Kraemer Park)

Proposed improvements to Chapman Avenue between North Walnut Avenue and Bradford Avenue include reconfiguring the lanes to improve bicycle safety and connections to Kraemer Park and the citywide bicycle network. To accommodate bike lanes, on street parking is removed on the south side of Chapman. Figures 6-5b and 6-5c show the existing and proposed improvements for this stretch of the corridor.

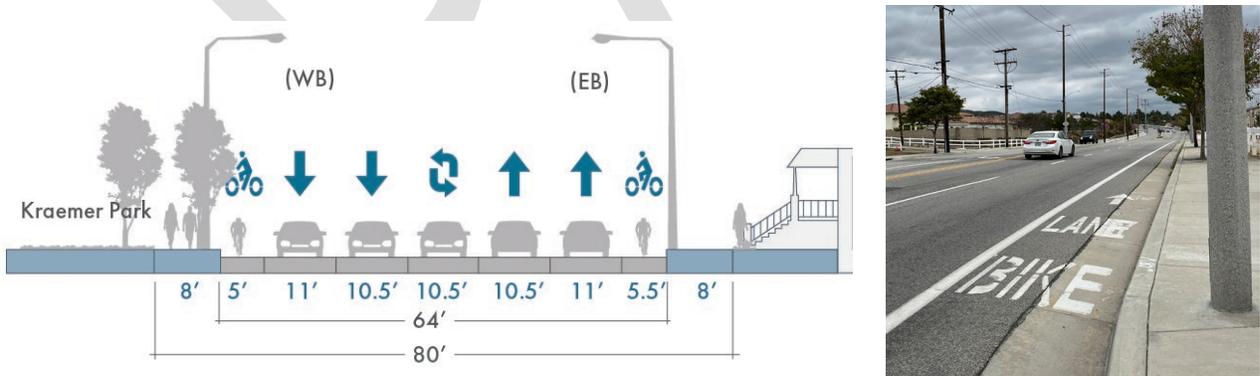
**Figure 6-5a: Chapman Avenue East of Bradford Avenue Key Map**



**Figure 6-5b: Existing Street Section, Chapman Avenue East of Bradford Avenue**



**Figure 6-5c: Proposed Street Section, Chapman Avenue East of Bradford Avenue**



**6.2.3 Chapman Avenue: Angelina Drive to Kraemer Boulevard**

Chapman Avenue between Angelina Drive and Kraemer Boulevard features a wider right-of-way that can accommodate safer bike facilities. In this section, travel lanes are reduced to accommodate buffered bike lanes. Figures 6-6b and 6-6c provide existing and proposed lane configuration for this segment of Chapman Avenue.

Figure 6-6a: Chapman Avenue East of Bradford Avenue Key Map

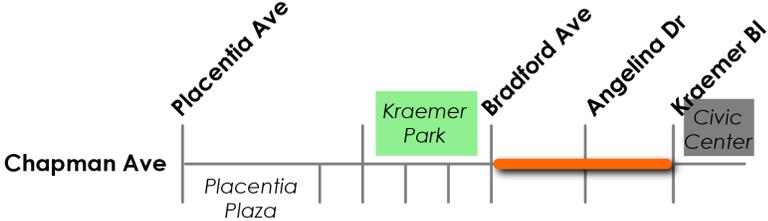


Figure 6-6b: Existing Street Section, Chapman Avenue East of Bradford Avenue

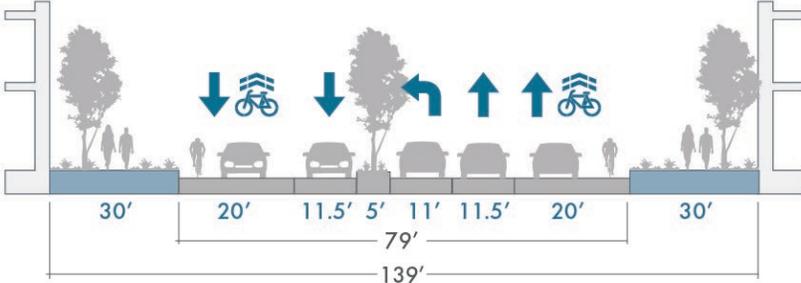
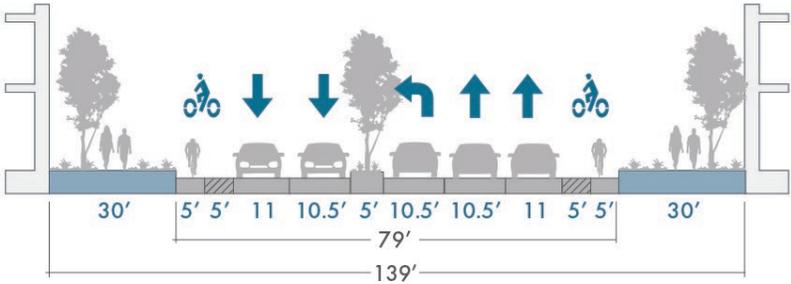


Figure 6-6c: Proposed Street Section, Chapman Avenue East of Bradford Avenue



### 6.3 Infrastructure

The plan area oriented around Chapman Ave is supported by three primary infrastructure systems including storm drain (drainage and flood control), the water system (domestic) and the sewer (sanitary) system. The following sections describe each of these systems and their ability to serve the proposed land use changes identified in Chapter 3, *Land Use*.

### 6.3.1 Storm Drain System

The plan area spans two of the City's six watersheds as defined in the 2023 Storm Drain Master Plan. Chapman Avenue to the west of Angelina Drive denotes Watershed A, while Chapman Avenue to the east of Angelina Drive designates Watershed B in the 2023 Storm Drain Master Plan Update. Drainage patterns within the City of Placentia flow from northeast to southwest, following the general topography. Storm drain pipes within from the plan area range from 12" to 72" reinforced concrete pipe (RCP).

The largest stormwater collection pipe is a 72" RCP that flows north to south along Kraemer Blvd. in the Gateway East subarea (within Watershed B). This conveyance begins approximately 1 mile north of the Gateway East subarea. Further downstream near Placentia City Hall, the 72" RCP marks the border between the Gateway Neighborhood and Gateway East subareas. Flows confluence downstream into a larger 78" RCP just outside the plan area on Kraemer Blvd and Crowther Avenue prior to emptying into Carbon Creek Channel, an OCFCD-owned regional facility.

The next largest storm drain pipe is a 54" RCP that flows east to west along Chapman Avenue within the Gateway West subarea. This storm drain pipe directs flows within Watershed A in a westerly direction and terminates at the intersection of the boundary between Placentia and the City of Fullerton.

Within the Gateway Core subarea, a 30" RCP directs flows from the neighborhoods north of the subarea prior to emptying as surface flow into the northeast corner of Kraemer Memorial Park. As stated in the "City of Placentia Master Plan of Drainage Update (November 2023)," the park is designed to flood during storm events. Excess surface runoff within the park flows into a 42" RCP in the southwest corner of the park and continues south beyond the plan area.

In Gateway East, a 51" RCP receives flows from neighborhoods to the east of the subarea, directing flows west. Flows confluence downstream in the 72" RCP north-south storm drain pipe on Kraemer Blvd. All storm drains within the plan area discharge to larger regional drainage facilities. Specifically, storm water runoff collected in the storm drain pipes described above within the SP area ultimately drain into the Carbon Canyon channel.

The 2023 Storm Drain Master Plan Update, completed by Michael Baker in 2023, inventories existing stormwater convenances, catalogs storm drain pipes under current conditions and future build-out, identifies deficiencies, and provides a list of improvements and priorities for future planning.

The 2023 Storm Drain Master Plan Update identifies 3 areas of localized flooding within or near the plan area. The intersection of Walnut Avenue at Center Street is located one block south of the plan area and experiences flooding due to an insufficient number of inlets in the area. The recommended improvements included installation of four additional inlets in the vicinity, along with 111 feet of new 24" RCP storm drain. Based on correspondence with the City of Placentia, these improvements have been completed.

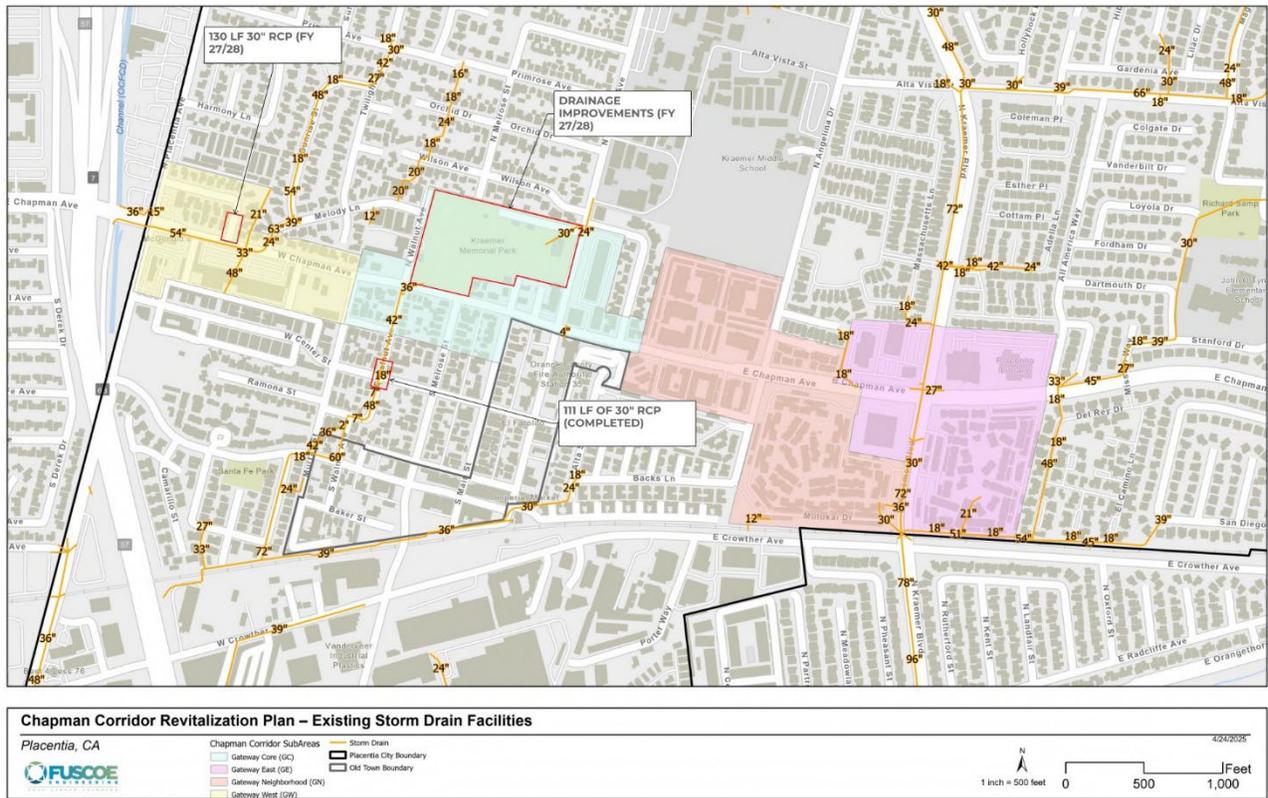
The second localized flooding area occurs at the intersection of Sunset Drive and Placentia Avenue, at the westerly boundary of the plan area, just north of Chapman Avenue. This intersection experiences flooding during rain events, as the stormwater along Placentia Avenue is conveyed southerly toward the Sunset Drive intersection. Although there is a cross-gutter which is intended to direct the drainage to continue southerly in Placentia Avenue, the amount of water overwhelms the gutter, and the drainage is conveyed easterly in Sunset Drive, resulting in shallow flooding in the Sunset Drive/Chapman Avenue intersection. The recommended improvements include three catch basins (inlets) in Placentia Avenue at the Sunset Drive intersection, along with

130 lineal feet of 30” RCP in Placentia Avenue from Sunset Drive to Chapman Avenue. These improvements are planned in FY 27/28 based on the 2024-2025 CIP.

The third area identified with localized flooding is Kraemer Park. There are no major storm drain improvements recommended for this area, as the park was intended to function as a detention/retention system during rain events. However, there are drainage improvements scheduled for the overall system to operate more efficiently and these are programmed for FY 27/28.

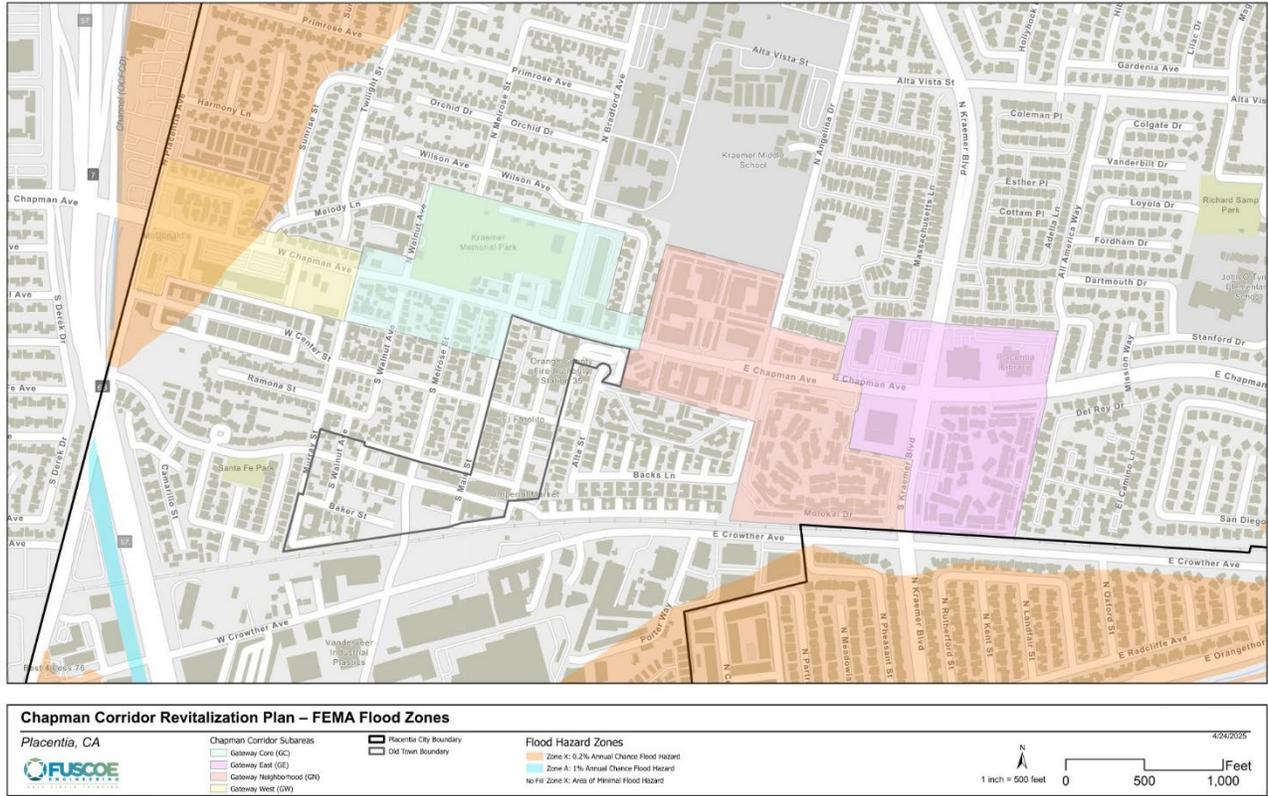
Figure 6-7 shows the storm drain system and highlights the three localized flooding areas.

**Figure 6-7: Storm Drain Facilities**



The Gateway West portion of the plan area resides within a FEMA Flood Zone designated as “Shaded X”. This indicated a moderate flood hazard area, typically located between the 100-year (1% annual chance) and 500-year (0.2% annual chance) flood levels. It is not considered high risk and does not require mandatory flood insurance. The remaining areas of the plan area do not fall within any FEMA flood zone. Figure 6-8 shows the FEMA flood zones associated with the plan area.

Figure 6-8: FEMA Flood Zones

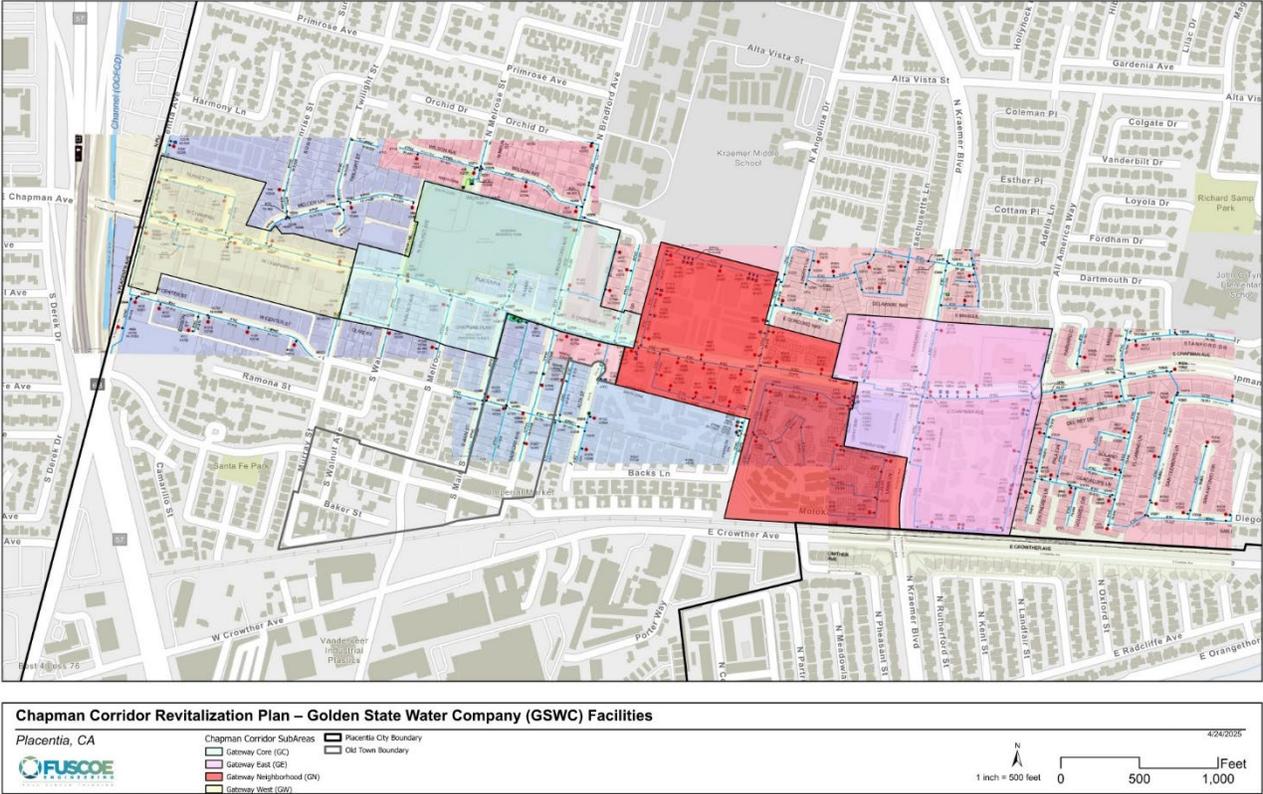


The plan area is currently built out and supported by an existing storm drain. Based on the recommendations of the SDMPU, as well as the capital improvements budgeted for in the CIP, the storm drain system is being adequately managed and is sufficient to support the proposed land uses. As redevelopment occurs within the SP area, the existing storm drain system will be evaluated at the project-specific level to ensure any changes in runoff peak flows are adequately mitigated for on a project-by-project basis. In addition, the 2023 SDMPU identifies the recommended drainage improvements for the region and the City will continue to prioritize and implement these improvements through the CIP process. Therefore, there are no impacts anticipated with the full build and redevelopment of the proposed plan area land uses.

### 6.3.2 Water System

Golden State Water Company (GSWC) owns and operates the existing water system in the plan area and provides domestic and fire suppression water to the City’s residents and businesses. There are no recycled water systems within the plan area or the GSWC service area. There is an existing 12”-diameter water pipeline in Chapman Avenue that serves as the primary backbone for the plan area, with connections to water systems along the intersections within the plan area. Figure 6-9 shows the water system associated with the plan area.

Figure 6-9: Golden State Water Company Facilities, Water System



Water sources identified in the Urban Water Management Plan (UWMP) for the Placentia Service Area that service the plan area include local groundwater pumped from the Central Plain of Orange County Groundwater Basin as well as purchased supplies from the Municipal Water District of Orange County, a Metropolitan Water District (MWD) member agency.<sup>1</sup> GSWC maintains its own comprehensive program for evaluating integrity, conveyance capacity, water pressure, etc. for proper water delivery. GSWC also has a comprehensive capital improvements program based on fees collected from its users.

Table 6.1 below summarizes the projected increase in net water demand based on the proposed land uses within the plan area. Using water demand factors for multi-family residential from the 2020 UWMP and commercial land use sewer demands from the Sewer Master Plan (multiplied by 20% to account for water usage), the projected net increase in water demand within the SP area is demonstrated below.

<sup>1</sup> UWMP Placentia-Yorba Linda

**Table 6.1: Net Increase in Water Demand (Gallons Per Day)**

<b>Proposed Residential</b>			
<b>Net Increase of Units</b>	<b>Water Demand Factor* (GPD/DU)</b>	<b>Water Demand (GPD)</b>	<b>Water Demand (AFY)</b>
614	165	101,310	113
* Per GSWC 2020 UWMP, Water Demand calculated using 55 gpcd x 3 persons per dwelling unit = 165 gpd/du			
<b>Proposed Commercial</b>			
<b>Proposed Commercial (SF)</b>	<b>Water Demand Factor** (GPD/AC)</b>	<b>Water Demand (GPD)</b>	<b>Water Demand (AFY)</b>
-35,900	1,500	-1,236	-1.4
** Water Demand calculated per City of Placentia Sewer Master Plan (2018), and applying a 20% increase to account for consumption and landscape irrigation.			
		<b>Net Increase (GPD)</b>	<b>100,074</b>
		<b>Net Increase (AFY)</b>	<b>112</b>

Implementation of full build out of the proposed land uses within the Chapman plan area will have the potential for water demands to increase in the range of 100,074 gpd or 112 AFY over existing conditions. The projected increase in water demands falls within the overall increase in projected water demand and water supply identified in the 2020 UWMP out to 2045. In addition, the 2025 UWMP are required to be certified by June 30, 2026. It is recommended the 2025 UWMP incorporate the most current general plan land uses and maximum build out conditions for developing projected water demands and water supply out to 2050.

Implementation of projects consistent with the proposed the proposed land uses may require the construction of new water infrastructure where existing water lines are not sufficient to accommodate the increased demands. These determinations will be made on a project-by-project basis and include site specific fire flow tests and hydraulic pressure analyses. The proposed improvements may include upsizing water lines on-site and off-site and additions of boosters in low pressure areas. In those conditions, where hydraulic issues or capacity impacts are identified, as new development comes in for the Chapman Corridor plan area each project will be responsible for paying for the impacts through their connection fees.

The construction of the on-site and off-site water infrastructure and associated improvements will primarily include trenching for the pipelines, along with water quality testing following pipeline installation. All construction will be performed in accordance with the Construction General Permit and all associated requirements. Any work that may affect services to the existing water lines will be coordinated with the City and GSWC. When considering impacts resulting from the installation of any required water infrastructure, all construction-related impacts are of a relatively short-term duration and would cease to occur once the installation is complete. Therefore, project impacts on water associated with construction activities would be less than significant.

### 6.3.3 Sewer System

The City of Placentia owns and maintains its sewer system within the City. The sewer system in the plan area typically gravity drains from northeast to southwest including several tributary systems along the Chapman

corridor. Sewer system sizes range from 6” to 12” within the plan area and ultimately discharge into larger lines (15”) further south in N Placentia Ave. There are no Orange County Sanitation District trunk lines in the plan area and the closest line exists in State College Blvd to the west of the plan area.

The City of Placentia’s 2018 Sanitary Sewer Master Plan and Condition Assessment (SMP), prepared by Dudek, was utilized to perform the evaluation of the City’s sanitary sewer system and included the plan area. The SMP identifies capacity deficiencies, along with recommended sewer rehabilitation projects. The recommended improvements are incorporated into capital improvement projects (CIPs), based on the priorities provided in the SMP.

The Sewer Master Plan identified capacity deficiencies under existing dry and wet weather flow conditions (Section 3.8.1, 2018 Sewer Master Plan). While the City of Placentia does not maintain wastewater design criteria, those from neighboring wastewater service providers were utilized. Within the plan area, there are areas exhibiting a moderate to high potential for upsizing during Existing Peak Dry Demands under the existing condition. Upsize potential was determined by ratio of depth of flow to the diameter of the pipe. Moderate potential is classified as a ratio of 0.5-0.75, while a high potential is classified with a ratio greater than 0.9. The highest potential need for upsizing for existing peak dry demands was found in the southwestern portion of the plan area, specifically along Placentia Avenue south of Chapman Avenue. For Existing Peak Wet Demands for the existing system infrastructure, the greatest potential for upsizing was found along a northeast to southwest corridor north of Chapman Avenue, along Chapman Avenue, and south of Chapman Avenue within the plan area.

Table 6.2 below summarizes the anticipated net increase in sewer demand associated with the full buildout of the proposed land uses.

**Table 6.2: Net Increase in Sewer Demand (Gallons per Day)**

<b>Proposed Residential</b>		
<b>Net Increase of Units</b>	<b>Sewer Demand Factor* (GPD/DU)</b>	<b>Sewer Demand (GPD)</b>
614	120	+73,680
* Generation Factors Per City of Placentia Sewer Master Plan (2018) based on 120 GPD/DU		
<b>Proposed Commercial</b>		
<b>Proposed Commercial (SF)</b>	<b>Sewer Demand Factor** (GPD/AC)</b>	<b>Sewer Demand (GPD)</b>
-35,900	1,250	-1,030
* Generation Factors Per City of Placentia Sewer Master Plan (2018)		
<b>Net Increase (GPD)</b>		<b>72,650</b>

Implementation of full build out of the proposed land uses within the Chapman plan area will have the potential for sewer flow generation to increase in the range of 0.073 MGD (72,650 gpd) over existing conditions.

The SMP designates proposed CIPs into areas (A1-A7), and rehabilitation projects (B1 – B3), based on capacity and condition of sewer pipeline. The sanitary sewer pipelines associated with the SP areas are described below.

### Gateway West (CIP A3) Expected in FY 28/29:

This area includes a 10" sanitary sewer pipeline (SS) at Placentia Avenue within the Gateway West portion of the plan area including a sewer siphon at OCFCD's Placentia Storm Channel and State Route (SR) 57. The SMP identifies upsizing of pipes in this area. The "A3 Sewer Capacity Project - 2018 Sewer Master Plan" plans to upsize this line with pipe sizes ranging from 12" to 15," covering a total of 3,277 linear feet. These improvements within the subarea are found Melody Lane, Chapman Avenue, and Placentia Avenue.

### Gateway Core (CIP A2) Expected in FY 27/28 with A1 constructed:

The Gateway Core area sewer system include the 8" line on Murray Street sewer, marking the western border of the Gateway Core. This line discharges in a southerly direction as an 8" pipe within the subarea into a 12" pipe past Santa Fe Avenue, located outside the subarea. This sewer line continues southerly and westerly at the AT&SF Railroad, becoming a 15" at Placentia Avenue.

A 10" sewer line exists within an easement between Walnut Avenue and Melrose Street. This line receives flows from an 8" line on Walnut Avenue west of Kraemer Park as well a 6" line within Kraemer Park.

An additional sewer line includes a 6" line in the alley between Melrose Street and Main Street in the southern portion of the subarea as well. Another 6" line is present along the eastern border of the subarea that discharges into an 8" line in Chapman Avenue.

The "A2 Sewer Capacity Project - 2018 Sewer Master Plan" plans to upsize this line with pipe sizes ranging from 12" to 24," covering a total of 11,755 linear feet. These improvements begin outside the subarea on Bradford Avenue and within the subarea along Walnut Avenue.

### Gateway Neighborhood (CIP A5) Expected in FY 30/31:

The Gateway Neighborhood subarea includes two primary sewer systems. There is an 8" sewer in E. Chapman Avenue, that discharges at the westerly boundary of this area, and connects with the 8" sewer in Gateway Core. The other sewer facility is an 8" line that discharges from the southerly boundary of the subarea, and goes under the RR and Crowther Avenue, and continues southerly within an easement to Partridge Street. The "A5 Sewer Capacity Project - 2018 Sewer Master Plan" plans to upsize this line with pipe sizes ranging from 12" to 15," covering a total of 6,873 linear feet. These improvements begin along the southern border of the subarea on Molokai Street and continue downstream outside the subarea.

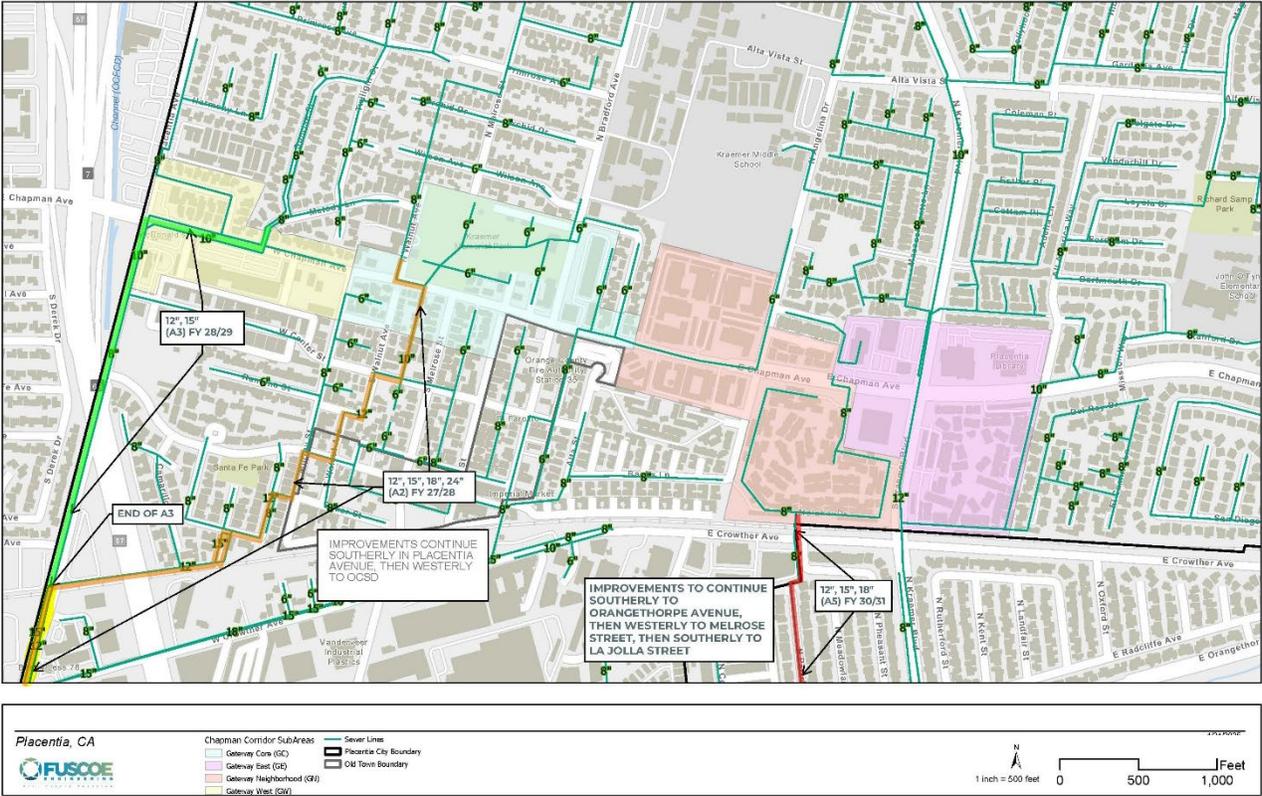
### Gateway East (No CIP recommendations):

This area has one discharge location, at the southerly boundary. The sewer exits the plan area as a 12" diameter line in Kramer Boulevard at the railroad, and continues southerly to the OCSD outfall at the City boundary, as a 21" diameter sewer south of Orangethorpe Avenue. There is a siphon just before the OCSD outfall to accommodate the OCFCD Carbon Creek Flood Control Channel. There are no proposed recommendations for this area based on the 2018 Sewer Master Plan.

In addition to the sewer capacity recommendations, a number of sewer reaches within or downstream of the SP area have been designated for CIP rehabilitation projects, denoted as B1 and B3 in the 2018 SMP. Portions of these recommended repairs are scheduled for this year (FY 24/25), while other sewer repairs are expected to be performed during FY 26/27.

Figure 6-10 shows the sewer system and highlights the future sewer CIP projects related to the plan area.

**Figure 6-10: Sanitary Sewer Facilities**



Based on detailed evaluation of the sewer system and the proposed recommendations to improve the system now and in the future through the CIP process, the sewer system is being well managed and maintained. With the maximum increase in sewer flows at approximately 0.073 MGD, the sewer system has adequate capacity to accommodate the projected flows over time with the proposed improvements.

# 7 ADMINISTRATION AND IMPLEMENTATION

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## 7.1 Introduction

This chapter describes the steps and actions to implement and administer the Chapman Corridor Revitalization Plan (CCRP).

## 7.2 Administration

### 7.2.1 Applicability

The CCRP was prepared in conformity with the California Government Code, Title 7, Division 1, Chapter 3, Article 8, Section 65450 et seq.; the City of Placentia’s General Plan; and the City of Placentia Municipal Code (PMC) and adopted by ordinance.

The CCRP serves as the implementation tool—the zoning— for the Plan area. This Plan addresses general provisions, permitted uses, development and design standards, mobility and infrastructure improvements, and design guidelines. Proposed development plans, tentative tract or parcel maps, and any other development approval pertaining to land or property governed by this Plan must be consistent with this Plan. The CCRP supersedes the City of Placentia Municipal Code. Where the CCRP is silent, the PMC shall apply, using the context and objectives of the CCRP as a guide.

### 7.2.2 Responsibility and Enforcement

The Developmental Services Department is responsible for the overall administration and enforcement of this Plan. The Development Services Director or his/her designee shall be the individual responsible for coordination of review and decision-making and the provision of information regarding the status of all applications and permits for developments.

### 7.2.3 Severability

If any portion of this CCRP and its regulations are declared invalid or ineffective in whole or in part by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Plan.

### 7.2.4 Interpretation and Use Conformity Determination

In the event of ambiguity concerning the content or application of the Corridor Plan, the ambiguity shall be resolved by the development services director or his/her designee. The development services director or his/her designee may review and determine whether a proposed use that is not otherwise specified in Table 3.2 conforms to the intent of the CCRP. The following shall guide an interpretation:

- The interpretation is consistent with the purposes and intent of the CCRP.
- The interpretation does not alter the intent of the CCRP as defined by the vision, development standards, and design guidelines.
- The Development Services Director may reference the PMC when making a determination for similar uses and applicable development standards.

### 7.2.5 Minor Alterations

The Chapman Corridor Revitalization Plan includes a process to grant minor relief from development standards. The development services director or his/her designee shall have the authority to approve minor alterations to a development application as defined herein. Minor alterations may also be negotiated as part of a development agreement, which may require a developer to provide or finance any public projects deemed agreeable to both the developer and the City Council.

Minor alterations may include:

- Adjustments to development standards by no more than 10 percent (including parking).
- Adjustments to allowable projections and encroachments if consistent with PMC Title 20 Building Codes and Regulations.
- Modifications necessary to comply with final Conditions of Approval or mitigation measures when adopted under subsequent action.
- Addition of information to the CCRP (text or map changes) for purposes of clarification, provided that the additions do not change the intent of the Plan or regulations.
- Adjustments to the alignment, location, and sizing of utilities and facilities, or a change in utility and/or service provider, as approved by the public works department.

Findings:

- In approving a minor alteration, the development services director or his/her designee must make at least one of the following findings:
  - The minor alteration is consistent with the purposes and intent of the CCRP.
  - The minor alteration is consistent with the purposes and intent of the General Plan.
  - The minor alteration will not be detrimental to the public health, safety, and welfare of the existing or future development in the surrounding area.

### 7.2.6 Amendments to the Specific Plan

Any deviation or relief from the requirements of the CCRP that cannot be accommodated by an Interpretation or Minor Alteration, according to Sections 7.2.4 and 7.2.5, shall require a Plan Amendment. An amendment shall be required if the following is proposed:

- Change in the CCRP boundary.
- An increase or decrease of more than 10 percent in the quantitative development standards.
- An increase in the maximum buildout of residential units and nonresidential square footage (not including any applicable density bonus units).
- A change in use not allowed in the CCRP that was determined (through Section 7.2.4) not to be consistent with the Permitted Use or Conditional Use (Chapter 3 Land Use, Table 3.2, Land Use and Permit Requirements).

An amendment to the CCRP shall be processed as specified in PMC 23.96 and require approval of City Council.

Changes or amendments to Appendices are not considered Amendments to the Specific Plan.

### 7.2.7 Development Plan Review

Construction of new buildings and exterior additions within the CCRP area shall require that the development services director first makes a finding that the proposed new building or exterior addition is in conformity with both the intent and provisions of this Plan.

The development services director or designee shall have the authority to approve the application for site development approval only if all the following conditions are met:

1. The proposed development is consistent with the permitted uses in Table 3.2, Land Use and Permit Requirements, of this Plan.
2. The proposed development meets or exceeds the criteria established in PMC Section 23.75.020 and Chapter 4, Development Standards, of this Plan.
3. There have been attached any other conditions necessary to prevent: (A) detriment to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (B) injurious to the property or improvements within the neighborhood or within the city.
4. The proposed development will be consistent with the latest adopted general plan.
5. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions, are made part of the development approval.

### 7.2.8 Conditionally Permitted Uses

Conditionally permitted uses established in Table 3.2, Land Use and Permit Requirements, of the CCRP are subject to the approval of a use permit and require a public hearing before the planning commission in compliance with Chapter 23.87 of the PMC. The planning commission or the City Council Housing, Community, and Economic Development Committee may approve the use permit only if these three conditions are met.

1. The proposed use will not be: (A) detrimental to the general health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (B) injurious to the property or improvements within the neighborhood or within the city.
2. The proposed use will be consistent with the latest adopted general plan.
3. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions, are made part of the use permit approval

### 7.2.9 Appeals

Appeals shall be pursuant to PMC 23.75, Development Plan Review, and PMC 23.87, Use Permits. The decision of the development services director shall be final unless appealed to the planning commission. The decision of the planning commission shall be final unless appealed to the city council. The city council or planning commission shall make its own determination as to whether the proposed development conforms to land use regulations and meets the developments standards in the CCRP, and may approve, modify, or disapprove the decision of the planning commission or development services director.

### 7.2.10 Review Authority

Table 7.1 summarizes the review authority for each type of approval that will or might be required after the CCRP is approved.

<b>Reviewing Body Designation</b>	<b>Approval Type</b>
Development Services Director or his/her Designee	<ul style="list-style-type: none"> <li>• Site Plan Review</li> <li>• Interpretations and Use Conformity</li> <li>• Minor Alterations</li> <li>• Shared Parking Agreements and Parking Management Plans (also reviewed by the Public Works Department)</li> </ul>
Planning Commission or City Council Housing, Community and Economic Development Committee	<ul style="list-style-type: none"> <li>• Development Plan Review</li> <li>• Tentative Tract Map(s) Recommendation/Tentative Parcel Map(s) Recommendation</li> <li>• Appeal of Development Services Director action</li> <li>• Variance</li> <li>• Conditional Use Permits</li> </ul>

City Council	<ul style="list-style-type: none"> <li>• Corridor Plan Adoption/Amendment</li> <li>• Tentative Tract Map(s) Approval/Tentative Parcel Map(s) Approval</li> <li>• Environmental Certification</li> <li>• Appeal of Planning Commission Action</li> <li>• Development Agreement Adoption/Amendment</li> </ul>
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## 7.3 Implementation

The CCRP area is expected to undergo shifts in growth in housing, employment, commercial/retail, and other supporting uses. There are a number of implementation and financing strategies that could or will be applied—both public and private—to realize the vision and potential of the CCRP area. These resources and action items are described below.

### 7.3.1 CEQA Exemption

The CCRP will be adopted in compliance with the requirements of the California Environmental Quality Act (CEQA) (California Public Resources Code, §§ 21000 et seq.). The City of Placentia finds that the adoption of the plan is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), also known as the “common sense” or “general rule” exemption. This exemption applies to activities where it can be seen with certainty that there is no possibility the activity may have a significant effect on the environment. “Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA” (CEQA Guidelines § 15061(b)(3)).”

### 7.3.2 Phasing

The phasing of new development and revitalization of existing buildings on private properties will occur incrementally, over time as landowners and developers respond to new market opportunities. Redevelopment of opportunity sites, noted in Chapter 3 of this Plan, is expected to occur in the short term (1 to 5 years).

To attract and spur mixed-use residential development in the CCRP area, development incentives for a catalytic project are included in this Plan. The intent of the catalytic project, once approved, is to attract interest and investment in other parts of the corridor. Following the catalytic project, new development or adaptive reuse of existing buildings, such as those in the Single Family Flex zone, will ensue over time in response to market demand and the availability of financing. Improvements along the corridor are identified in Table 7.2, along with a general time frame for when they are expected based on funding.

<b>Corridor Plan Revitalization Action Items</b>	<b>Time Frame</b>	<b>Primary Responsibility</b>	<b>Potential Funding Sources</b>
Establish and Adopt CCRP Development Fees	Short (1–5 years)	City	City General Fund
Prepare Nexus Study, Create and Adopt Development Impact Fees	Short (1–5 years)	City	City General Fund
Approval of Catalyst Project	Short (1–5 years)	Developer, City	Private Funding

<b>Corridor Plan Revitalization Action Items</b>	<b>Time Frame</b>	<b>Primary Responsibility</b>	<b>Potential Funding Sources</b>
Redevelopment of Vacant and Underutilized Lots	Short (1–5 years)	Developer	Private Funding
Chapman Avenue Streetscape Improvement Plan	Concurrent with this Plan	City	City, general fund or grant
Streetscape Improvements (Street trees, landscaping, lighting)	Medium (5–10 years)	City	Community Facilities District, City, Grant funding
Gateway Signage	Medium (5–10 years)	City	Community Facilities District, City, Grant funding
Roadway Restriping	Medium (5–10 years)	City	Community Facilities District, City, Grant funding

\*Timing of and funding for infrastructure related improvements (water, sewer, and storm drain) are described in Chapter 6, *Mobility and Infrastructure*.

## 7.4 Funding

Several potential funding sources are identified in Table 7.2, these sources are further described below. In general options include grants, private loans, and value capture funding mechanisms. Depending on the project type funding may come from multiple sources.

### 7.4.1 Community Facilities District

The City intends to require the catalyst site developer and/or the first entitled new development to initiate a Chapman Corridor Community Facilities District (CFD). A Community Facilities District is a special tax district provided by State Law that funds public improvements and ongoing services within an identified area. Generally, these districts fund a wide variety of services, such as parks and open space maintenance, and finance public infrastructure projects. The City currently administers two CFDs in Placentia—CFD 2014-04 (Public Safety Services) and CFD 2018-01 (Transit Oriented Development Maintenance Services).

In addition to City baseline impact fees, Chapman Corridor will require additional public realm improvements, and projects are subject to a Chapman Corridor community facilities district fee that ensures all public sector infrastructure improvements can be provided. In addition to the Chapman Corridor CFD fee, all projects will be required to install public infrastructure and streetscape elements up to the curb face of the public street immediately adjacent to the project, in accordance with the City’s Parkway Design Guide, an adopted Chapman Corridor streetscape plan, and implementation of area gateway signage.

### 7.4.2 Development Impact Fees

A future Chapman Corridor specific development impact fee program may be initiated in addition to a citywide development impact fee. Development impact fees are a potential funding source for affordable housing, parks, recreational open space, and infrastructure upgrades. These fees, paid by new residential and commercial

development projects, may only be used to pay for improvements necessitated by the new development and only in an amount proportionate to the new development’s share of the benefit. The fees can be combined with other funding sources to pay for an improvement that serves both new and existing residents or businesses. A nexus study—which calculates the new increment of development, estimates the portion of an improvement project attributable to that increment of growth, and allocates the fee among the new development projects by land use—is required by state law for implementation. Cities can, and usually do, have more than one impact fee, with each fee dedicated to an individual category of improvements, such as roads, water, sewer, parks, affordable housing, etc.

### 7.4.3 Enhanced Infrastructure Financing District

The enhanced infrastructure financing district (EIFD) is a funding mechanism designed to finance a wide array of infrastructure projects with “communitywide significance,” such as parks, transit improvements, and affordable housing.

An EIFD can be created by a city, county, or joint powers authority to fund specific infrastructure and economic development projects as outlined in a financing plan. An EIFD is established with a set boundary, which may include the Plan area or a portion thereof, a larger part of the city, or more than one separate area in the city. If approved by the voters, an EIFD’s financing plan may include tax increment financing, in which the EIFD can collect the property tax revenue from increases in property values associated with new development. An EIFD can collect the tax revenue that would otherwise have gone to the city’s general fund and revenue from any other taxing entity (such as the county general fund, flood control, etc.) except school districts. The tax increment revenue can be used to secure bond funding for EIFD improvements, which may facilitate the new development. EIFDs can also leverage other funding streams, such as assessment revenues, fees, and state and federal grants.

The City of Placentia in partnership with the County of Orange has already established an EIFD near the city’s future Metrolink Station that includes the Old Town Placentia area and Transit Oriented Development Packing House District. The purpose of this district is to create a funding mechanism that can facilitate the construction of public infrastructure improvements in the area. In 2020, the city council established a public financing authority to oversee the creation and adoption of an infrastructure financing plan.

### 7.4.4 Private Sector Financing

New development in the corridor will largely be financed by private-sector developers. This will include the extension of water, sewer, and stormwater infrastructure; building construction; grading; and other site improvements and amenities. Improvements and adaptive reuse of existing buildings that are privately owned will also be largely financed by the building owners or developers.

The private sector has the widest access to capital to fund new investment in Chapman Corridor, provided that potential investors see opportunities for reasonable returns on investment without undue risk and uncertainty. Other sources of funding, including grants by the state or federal government, can leverage and supplement private investment by supporting reasonable returns on investment and reducing uncertainty and risk. In addition, a local jurisdiction can pursue public financing mechanisms to assist with the costs of certain kinds of public infrastructure improvements to help incentivize economic development within an area. These sources of public financing mechanisms are described further.

### 7.4.5 Regional and State Grant Funding

Several regional and state agencies may provide grant opportunities that could be utilized to support the revitalization of Chapman Corridor. Some examples include: CalTrans Active Transportation Program; Golden State Acquisition Fund, administered by the California Housing and Community Development Department; Southern California Association of Governments; and the Infrastructure State Revolving Loan Fund (ISRF), administered by the California Infrastructure and Economic Development Bank.

DRAFT



# CHAPMAN CORRIDOR REVITALIZATION PLAN

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## *Appendix A: Economic Study*



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

## MEMORANDUM

**Date:** September 8, 2025

**To:** Joseph Lambert, Director of Development Services, City of Placentia

**From:** Ken K. Hira, President, Kosmont Companies  
Thomas Jirovsky, Sr. Advisor Kosmont Companies

**Re:** **Chapman Corridor Revitalization - Target Buildout Analysis**

Kosmont is pleased to present this summary analysis memorandum identifying the process used to develop the target buildout of the 88 acres within the Chapman Corridor Revitalization Plan (“Plan”) prepared by PlaceWorks.

PlaceWorks has been working with City to develop a land use plan/rezoning for the 1-mile Chapman Corridor extending from Placentia Ave. to the Civic Center located north of Old Town and the Metrolink station TOD. The Plan was designed to encourage a variety of multi-family and mixed-use commercial and affordable housing on vacant and underutilized parcels along Chapman Avenue.

The existing Plan area contains approximately 1,029 residential units and 277,000 square feet of commercial and civic uses.



Source: PlaceWorks

The existing uses include Placentia Plaza, anchored by very successful Northgate Market, several older low density shopping centers, office parcels, City Hall, Kraemer Park, existing single family homes and several large apartment and condominium projects.

The proposed plan divides the area into four planning subareas: Gateway West (GW), Gateway Core (GC), Gateway Neighborhood (GN) and Gateway East (GE) as shown on the Land Use map. The proposed land use designations within the Plan area include Single Family Flex (SFF), Commercial Corridor (CC), and Mixed-Use (MU) within Gateway West. Multi-Family Flex and Mixed-Use are in the other three subareas. Open Space Recreation (OS-R) is in Gateway Neighborhood, while Mixed-Use Civic Center (MU-CC) and Planned Unit Development (PUD-4) are located in Gateway East.

- SFF allows continued R-1 use, but with adaptive reuse for commercial businesses
- CC allows commercial uses with up to 1.0 Floor Area Ratio (FAR)
- MU allows a mix of types including hotel, retail and multi-family with densities ranging from 35-45 du/acre and FAR between 0.35 and 1.0
- MFF allows multi-family development from 30-45 units per acre with lot consolidation of smaller parcels required in some subareas
- MU-CC allows a mix of uses of commercial up to 0.35 FAR and residential 45 du/acres
- PUD-4 is an existing housing development (15 /acre) that will not have a change in zoning

## ANALYSIS SUMMARY

To guide the planning effort, the City has requested an Analysis of the likely redevelopment expected over the next 15-30 years based on a high-level market feasibility assessment of each significant parcel. It is important to note that the Plan area is fully developed with one vacant parcel at the corner of N.Walnut Avenue and Chapman Ave., other long-term opportunities could be developed on City owned property and/or underutilized parcels. It is also important to note that real estate is a cyclical business with peaks and valleys and today real estate development has many challenges including high construction costs, high interest rates and difficulty obtaining loans. These factors will likely delay any new development for several years.

Once market conditions improve there will still be challenges to redevelopment. In order to determine the likelihood in the near future that the property owners would redevelop properties with significant improvements, Kosmont had to examine existing value of the residential and commercial uses and compare to the likely residual land value for redevelopment under the proposed density outlined in the Plan.

In order for new development to be feasible, the owner must be able to achieve a development profit substantially in excess of the value in its current use. This typically occurs where there are major vacancies and/or blighted buildings. Redevelopment does not occur when you have strong occupancy and market rents. Of course, over a long planning period of 30 years or more, conditions change and it is valuable for City to have new zoning in place which could provide higher value development opportunities.

Kosmont examined uses in each of the planning areas as well as the proposed density/intensity within each of the zoning subareas to estimate what redevelopment could occur over a 15-30 year timeframe. Table 1 below summarizes the existing uses by planning area, the maximum development that proposed rezoning allows and shows Kosmont’s expected case residential and commercial redevelopment within each area of Chapman Corridor.

Table 1

Placentia Chapman Corridor					
Change in Land Use					
	GW	GC	GN	GE	Total
Acres	14.4	11.7	34.9	27.4	88
<b>Total Units</b>					
Existing	32	59	667	281	1,039
Proposed Max	123	369	1,055	1,018	2,565
<i>Expected</i>	<i>30</i>	<i>164</i>	<i>667</i>	<i>792</i>	<i>1,653</i>
<b>Total SF</b>					
Existing	98,100	45,500	-	134,200	277,800
Proposed Max	409,000	133,700	9,900	256,300	808,900
<i>Expected</i>	<i>180,000</i>	<i>40,000</i>	<i>9,900</i>	<i>12,000</i>	<i>241,900</i>

Source: PlacWworks, Kosmont Companies  
 Acreage excludes right-of-way.

It is important to note that in many areas, the proposed maximum development provides both 100% residential or 100% commercial limits, but actual development will typically be one or the other depending on market conditions at the time.

As shown above, Kosmont expects up to 600 more residential units to be built, while substantial commercial office will be demolished due to high vacancies and other commercial would likely be renovated.



Agenda Item No: 3.a

## **PLACENTIA CITY COUNCIL AGENDA REPORT**

Meeting Date: September 16, 2025

Submitted by: Nicolette Drulias

From: City Administrator

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### **Subject:**

Designation of Voting Delegate for the 2025 League of California Cities Annual Conference

### **Financial Impact:**

#### Fiscal Impact:

None

### **Summary:**

The League of California Cities 2025 Annual Conference (“Annual Conference”) is scheduled for October 8 through 10, 2025. An important part of the Annual Conference is the member-driven General Assembly. Taking place on October 10, 2025, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy. To participate in this meeting, each city is required to designate a delegate. This action will appoint one (1) delegate and up to two (2) alternates to vote on the City’s behalf at the Annual Conference General Assembly.

### **Recommendation:**

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

1. Appoint one (1) City Council Member to serve as delegate to represent the City at the League of California Cities Annual Conference 2025; and
2. Appoint up to two (2) City Council Members as alternates to represent the City at the League of California Cities Annual Conference 2025.

### **Strategic Plan Statement:**

This item is consistent with Goal 8 of the City’s Strategic Plan, “Improve City Governance,” as it ensures the City’s representation in statewide policy discussions, strengthens advocacy for local priorities, and promotes collaboration with peer cities, thereby supporting effective and accountable governance.

### **Discussion:**

The League of California Cities (“League”) bylaws require that each respective city designate a delegate to vote on its behalf at the Annual League Conference General Assembly. Such designation must be approved by the City Council and confirmation of the designation is to be provided to the League in advance of the Annual Conference. The City may also appoint up to two (2) alternate voting delegates, one (1) of which may vote in the event that the designated

voting delegate is unable to serve.

A copy of the League letter to the City of Placentia is attached to this report. Following City Council action, City staff will submit Placentia's delegates through the online submission portal on the League website by Wednesday, September 24, 2025.

**Fiscal Impact Summary:**

There is no fiscal impact associated with this item.

**Attachments**

[2025 Voting Delegate Information Packet.pdf](#)



Council Action Advised by September 24, 2025

**DATE: Wednesday, July 16, 2025**

**TO: Mayors, Council Members, City Clerks, and City Managers**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025  
Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

**Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

**Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 24.** When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

**Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

**Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

**Seating Protocol during General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at [zseals@calcities.org](mailto:zseals@calcities.org).

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

## General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

# How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

## Prior to the Annual Conference and Expo

### General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.



### Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.



## During the Annual Conference and Expo

### Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.



### Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved<sup>1</sup> by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.<sup>2</sup>



### General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

## Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

**Voting delegates** are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

<sup>1</sup> The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

<sup>2</sup> Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).