Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Jennifer Lampman
City Administrator

Christian L. Bettenhausen
City Attorney

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

AGENDA
November 4, 2025

Council Chambers
401 E Chapman Ave.
Placentia, CA 92870

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

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

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

PLACENTIA CITY COUNCIL REGULAR
MEETING AGENDA - CLOSED SESSION
November 4, 2025
6:00 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

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

ORAL COMMUNICATIONS:
At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors. The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

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

1. 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) Unrepresented Employees

2. 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
November 4, 2025
7:00 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

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

INVOCATION: Chaplain Charles Frost

PLEDGE OF ALLEGIANCE: Placentia Pony Baseball Team The 12U Punishers

PRESENTATIONS:

A. Recognition of the 2025 Pony Baseball World Series Champions
Presenters: Mayor Kirwin and City Council
Recipients: Placentia Pony Baseball Team, 12U Punishers

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. through 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 NOVEMBER 4, 2025**

Check Register
Fiscal Impact: $932,646.90
Electronic Disbursement Register
Fiscal Impact: $2,222,168.57

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

1.c **APPROVAL OF RESOLUTION AFFIRMING THE CITY'S COMMITMENT TO THE ATWOOD MULTIPURPOSE TRAIL PROJECT SUBMITTED IN THE 2027 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM (FTIP)**

Fiscal Impact:
There is no fiscal impact associated with the recommended action.

Recommended Action: It is recommended that the City Council:
Adopt Resolution No. R-2025-65, a Resolution of the City Council of the City of Placentia, California, certifying that the City of Placentia has the resources to fund the projects in the federal fiscal years (FFY) 2026-27 to 2031-32 Transportation Improvement Program and affirms its commitment to implement all projects in the Program.

1.d **APPROVAL OF PROFESSIONAL ENGINEERING DESIGN SERVICES AGREEMENT WITH ALTA PLANNING + DESIGN, INC. FOR THE ATWOOD MULTIPURPOSE TRAIL PROJECT**

Fiscal Impact:
Expense:

$334,531.00	Total Cost of Services over 17 months	

Available Budget:

$334,531.00	Total Project Budget	Project# 69-2502
$272,000.00	Fiscal Year 2025-26 CIP (226-90300-9600)	County Grants
$ 25,331.00	Fiscal Year 2025-26 CIP (303-90300-9800)	Traffic Impact Fee
$ 37,200.00	Fiscal Year 2025-26 CIP (302-90300-9800)	Quimby in Lieu

Recommended Action: It is recommended that the City Council:
1. Approve a Professional Services Agreement with Alta Planning + Design, Inc. for the Atwood Multipurpose Trail Project in the amount of $334,531.00; and
2. Authorize the City Administrator to increase contract amendments up to ten percent (10%); and
3. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

1.e **SECOND READING AND ADOPTION OF 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.

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:
Waive full reading, by title only, and adopt 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.

1.f **APPROVAL OF PUBLIC WORKS AGREEMENT FOR PLACENTIA NAVIGATION CENTER REPAIRS IN THE AMOUNT OF $75,879.00**

Fiscal Impact:

EXPENSE:	$65,981.99
CONTINGENCY:	$ 9,897.01
TOTAL COST:	$75,879.00 (502-20700-6910)

Recommended Action: It is recommended that the City Council:

1. Approve a Public Works Agreement with Vincor Construction, Inc. in the amount of $65,981.99, with an approximate 15% contingency in the amount of $9,897.01, for a total not-to-exceed amount of $75,879.00; and
2. Authorize the City Administrator and/or her designee to execute the necessary documents, in a form approved by the City Attorney.

2. PUBLIC HEARING:

2.a **PUBLIC HEARING, CONSIDERATION OF ORDINANCE NO. O-2025-11, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, FINDING THAT ADOPTION OF 2025 FIRE, WILDLAND-URBAN INTERFACE CODE, AND THE 2025 CALIFORNIA BUILDING RELATED CODES ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA SECTION 15061(B)(3) AND, REPEALING CHAPTER 18.04 OF TITLE 18 AND CHAPTERS 20.04, 20.08, 20.12, 20.16, 20.20, 20.46, 20.48, 20.50, 20.52 AND 20.54 OF TITLE 20 AND AMENDING TITLE 18 BY**

ADDING NEW CHAPTER 18.05, ADOPTING THE 2025 EDITION OF THE WILDLAND-URBAN INTERFACE CODE OF THE PLACENTIA MUNICIPAL CODE, AND ADOPTING BY REFERENCE THE 2025 EDITIONS OF THE CALIFORNIA FIRE CODE, CALIFORNIA BUILDING, RESIDENTIAL, ELECTRICAL, PLUMBING, MECHANICAL, AND GREEN BUILDING STANDARDS CODE, THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2025 EDITION OF THE CALIFORNIA EXISTING BUILDING CODE, 2025 EDITION OF THE CALIFORNIA HISTORICAL BUILDING CODE, 2025 CALIFORNIA ENERGY CODE, INCLUDING ALL APPENDICES, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO, INCLUDING FEES AND PENALTIES

No fiscal impacts are anticipated with this ordinance as all costs will be recovered through the plan check and inspection process for both the Development Services and Placentia Fire and Life Safety Departments.

Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing concerning Ordinance No. O-2025-11; and
2. Receive the Staff Report and consider all Public Testimony; and
3. Close the Public Hearing; and
4. Find that the recommended actions are exempt from environmental review and direct Staff to file a Notice of Exemption, pursuant to CEQA Section 15061(b)(3) of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
5. Waive full reading, by title only, and introduce for first reading O-2025-11, an Ordinance of the City Council of the City of Placentia, California, finding that adoption of 2025 Fire, Wildland-Urban Interface Code, and the 2025 California Building related codes are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Section 15061(b)(3) and, repealing Chapter 18.04 of Title 18 and Chapters 20.04, 20.08, 20.12, 20.16, 20.20, 20.46, 20.48, 20.50, 20.52 and 20.54 of Title 20 and amending Title 18 by adding new Chapter 18.05, adopting the 2025 edition of the Wildland-Urban Interface Code of the Placentia Municipal Code, and adopting by reference the 2025 editions of the California Fire Code, California Building, Residential, Electrical, Plumbing, Mechanical, and Green Building Standards Code, the 2024 edition of the International Property Maintenance Code, 2025 edition of the California Existing Building Code, 2025 edition of the California Historical Building Code, 2025 California Energy Code, including all appendices, with certain amendments, additions and deletions thereto, including fees and penalties; and
6. Adopt Resolution No. R-2025-66, A Resolution of the City Council of the City of Placentia Making Required Findings pertaining to modifications to the California Fire and Building Codes adopted by Ordinance No. O-2025-11 based upon local climatic, topographic and geologic conditions in accordance with the requirements of § 17958 of the California Health and Safety Code.

3. REGULAR AGENDA (3.a. through 3.b.):

3.a **STUDY SESSION: PRESENTATION FROM THE ORANGE COUNTY POWER AUTHORITY TO EXPLORE POTENTIAL MEMBERSHIP**

Fiscal Impact:
There is no fiscal impact to the City related to this agenda item.

Recommended Action: It is recommended that the City Council:

1. Receive the presentation from the OCPA; and
2. Ask any questions of staff at the OCPA; and
3. Authorize the City Administrator and/or her designee to take the next step in the process of exploring potential membership in OCPA by requesting that Southern California Edison release the City's historical electric load data to OCPA for the purpose of conducting a feasibility study; and
4. Authorize the City Administrator and/or her designee to execute all necessary documents for the City and OCPA to obtain the City's historical electric load data.

3.b **REVIEW THE COMPOSITION AND SELECTION PROCESS FOR THE PUBLIC MEMBERS OF THE PLACENTIA ENHANCED INFRASTRUCTURE FINANCING DISTRICT PUBLIC FINANCING AUTHORITY**

Fiscal Impact:
There is no fiscal impact associated with this item.

Recommended Action: It is recommended that City Council:

1. Review the composition of the public members to the Placentia EIFD Public Financing Authority; and
2. Review the selection process for the public member appointments; and
3. Provide direction to City Staff; and
4. Authorize the City Administrator, or her designee, to execute all necessary documents in a form approved by the City Attorney.

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

ADJOURNMENT
The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, November 18, 2025, at 7:00 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 November 4, 2025, meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on October 30, 2025.

_____
Brooke Lovell, Deputy City Clerk

Agenda Item No: 1.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 4, 2025
Submitted by: Christian Bandley
From: Finance

Subject:
REGISTERS FOR NOVEMBER 4, 2025

Financial Impact:
Check Register
Fiscal Impact: $932,646.90
Electronic Disbursement Register
Fiscal Impact: $2,222,168.57

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

Attachments
Check Register 10-23-25.pdf
EFT-ACH Register 10-23-25.pdf
EFT-ACH Register 10-16-25.pdf
Check Register 10-16-25.pdf
Check Register 10-9-25.pdf
EFT-ACH Register 10-9-25.pdf

City of Placentia
Check Register 10/23/25

Name	Memo	Amount	Check #	Date
V001779 YORBA LINDA WATER DISTRICT	Water Charges August - September 2025	437.74	136164	10/23/2025
V001757 WEST COAST ARBORISTS INC	FY 25-26 Tree Trimming Services	55,824.00	136163	10/23/2025
V001732 US BANK PARS #6746022400	PR#2501021 PARS EE & ER	4,635.28	136162	10/23/2025
V001907 TRUECRAFT CONSTRUCTION LLC	C&D Roof Refund: 1044 Henrietta Circle: 30-25-132	100.00	136161	10/23/2025
V001697 TRAFFIC MANAGEMENT	Street Supplies - Paint	1,540.84	136160	10/23/2025
V001678 THINKSUPPLIES.COM	Paper-Office Supplies	236.64	136159	10/23/2025
V001678 THINKSUPPLIES.COM	Office Supplies	90.21	136158	10/23/2025
V001675 THE SAUCE CREATIVE SERVICES	Marketing/Advertisement for Heritage Festival	15,662.67	136157	10/23/2025
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for Finance, Accounting Tech	1,915.52	136156	10/23/2025
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for Finance, Accounting Tech	4,548.92	136155	10/23/2025
V001658 TEAM ONE MANAGEMENT	FY 25-26 July - Aug Janitorial Services	4,960.00	136154	10/23/2025
V002025 SVT FLEET LLC	Vehicle Maintenance FY25-26	251.06	136153	10/23/2025
V000636 SOUTHERN CALIFORNIA EDISON	SCE Charges From Sep. - Oct. 2025	8,452.66	136152	10/23/2025
V002074 SHANELLE THOMPSON	Veterans Day Student Speaker Stipend	100.00	136151	10/23/2025
V001567 SECO ELECTRIC & LIGHTING INC	Pole Fixture and electrical work at Koch Park	2,723.88	136150	10/23/2025
V001558 SC FUELS	Fuel Purchases: 9/15/25 - 10/30/25	13,056.21	136149	10/23/2025
V001466 POWER PLUS	Public Safety Building	4,607.62	136148	10/23/2025
V001460 PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRIC	El Dorado High School Pool Use August 2025	918.00	136147	10/23/2025
V001424 PARKHOUSE TIRE INC	FY 25-26: Tires for City Vehicles	2,919.90	136146	10/23/2025
V001421 PACIFIC WEST AIR CONDITIONING	FY 25-26: HVAC Repairs at City Hall	6,239.75	136145	10/23/2025
V001421 PACIFIC WEST AIR CONDITIONING	Park Maintenance	185.00	136144	10/23/2025
V002035 OCY MANAGEMENT LLC	Transportation Services - September	8,331.45	136143	10/23/2025
V001374 NORTH NET TRAINING AUTHORITY	North Net Training	1,647.00	136142	10/23/2025
V002085 NANCY HERNANDEZ	Damage Deposit Refund	180.00	136141	10/23/2025
V001313 MI CASITA RESTAURANTE	Partial meals for staff and volunteers for Heritage Festival 2025	174.00	136140	10/23/2025
V001289 MARIPOSA LANDSCAPES INC	FY 25-26 Citywide landscape maintenance	19,460.87	136139	10/23/2025
V001901 MANHATTAN STITCHING COMPANY INC	Centennial Banner	220.75	136138	10/23/2025
V001262 LN CURTIS & SONS	PD Uniforms - Rivas	6,261.21	136137	10/23/2025
V001208 JV PLUMBING	Work done at Parque de los ninos - 11/16/2024	826.50	136136	10/23/2025
V001203 JONES & MAYER	Professional Legal Services - Sept 2025	44,636.93	136135	10/23/2025
V002081 JOHN ALEXANDER OSPINA PEREZ	Damage Deposit Refund	121.00	136134	10/23/2025
V001882 JJJ FLOOR COVERING INC.	Retention - Final Payment	1,467.40	136133	10/23/2025
V002086 J ISABEL TRUJILLO-CARMONA	Damage Deposit Refund	121.00	136132	10/23/2025
V002075 IRENE PAN	Veterans Day Student Speaker Stipend	100.00	136131	10/23/2025
V001148 HR GREEN PACIFIC INC	EFID Design:	8,495.00	136130	10/23/2025
V001127 HEALTHPOINTE MEDICAL GROUP INC	Pre-Employment Physical Exam: Jimmy Rivas	892.00	136129	10/23/2025
V001094 GOLDEN STATE WATER COMPANY	Golden State Water Charges September - October 2025	24,825.78	136128	10/23/2025
V001086 GLASBY MAINT. SUPPLY CO.	Soap dispenser for Sports Complex restrooms	180.42	136127	10/23/2025
V001086 GLASBY MAINT. SUPPLY CO.	Trash cans at mcfadden park	189.05	136126	10/23/2025
V001075 GALLS LLC	K9 Uniform - Irvine	123.88	136125	10/23/2025
V001031 FAIRWAY FORD	FY 25-26: Vehicle Repair Parts/Services	1,457.15	136124	10/23/2025
V001029 FACTORY MOTOR PARTS	FY 25-26: Vehicle Repair Parts	2,068.00	136123	10/23/2025
V000961 DF POLYGRAPH	Sept Polygraph Exam Svs	450.00	136122	10/23/2025
V000953 DEPARTMENT OF CONSERVATION	Strong Motion Fees July-Sept. 2025 - 5% City Issuance Fee	1,804.60	136121	10/23/2025

V000932 CROSSROADS SOFTWARE	FY 25/26 Ticket Writer Subscription	2,500.00	136120	10/23/2025
V000902 COMLOCK	Purchase of Keys for City Facilities	165.09	136119	10/23/2025
V002070 COLE HUBER LLP	Professional Legal Services	3,584.00	136118	10/23/2025
V000868 CICCS/EAP	CICCS Trust EAP by Anthem - Oct 2025	453.10	136117	10/23/2025
V000835 CALMAT CO.	Paving Materials	2,204.50	136116	10/23/2025
V001833 CALIFORNIA WATERS DEVELOPMENT INC	Park Maintenance	6,200.00	136115	10/23/2025
V000815 CALIFORNIA BUILDING STANDARDS COMMISSION	CBSC Fees for July, August, September 2025	675.90	136114	10/23/2025
V000775 BIGGS CARDOSA ASSOCIATES INC	GoldenAv Bridge JL61116	7,733.46	136113	10/23/2025
V000774 BIG TOP RENTALS	Veterans Day Event Tent Rental	2,747.84	136112	10/23/2025
V000766 BEAR ELECTRICAL SOLUTIONS INC	Traffic Signal Maintenance/Repair: July Response	5,933.44	136111	10/23/2025
V000751 B & M LAWN & GARDEN CENTER	Maintenance Equipment/Supplies	1,018.85	136110	10/23/2025
V000744 AWARDS BY PAUL	Car Show Plaques - Heritage 2025	743.48	136109	10/23/2025
V000616 AT&T	Ipads Acct#287248890794	255.11	136108	10/23/2025
V002071 ALPA SHAH	Class Refund - Skyhawks Basketball #9169	178.00	136107	10/23/2025
V000658 AFTERMATH SERVICES LLC	Bio-Hazard Cleaning Svs	400.00	136106	10/23/2025
V000678 AED INSTITUTE OF AMERICA INC	2026 AED Program Services	1,530.00	136105	10/23/2025
Total		289,762.66		

City of Placentia
EFT/ACH Register 10/23/25

Vendor	Date	Memo	Amount	EFT Status
V000950 DELL MARKETING L.P.	10/23/2025	PC Upgrades	4,741.47	EFT Payment
V001559 SCA OF CA LLC	10/23/2025	FY 25-26: Street Sweeping Services Sept 2025	14,608.00	EFT Payment
V000831 CALIFORNIA STATE DISBURSEMENT UNIT	10/23/2025	PR#2501021 CHILD SUPPORT - CA	1,812.44	ACH - Paid Online
V001823 FACILITY SOLUTIONS GROUP INC	10/23/2025	Tuffree Park Sports Lighting Project	9,487.00	EFT Payment
V001453 PLACENTIA FIREFIGHTERS ASSOCIATION	10/23/2025	PR#2501021 PFFA UNION DUES	1,050.00	EFT Payment
V001457 PLACENTIA POLICE MANAGEMENT	10/23/2025	PR#2501021 PPMA UNION DUES	1,303.65	EFT Payment
V001458 PLACENTIA POLICE OFFICERS ASSOCIATIOI	10/23/2025	PR#2501021 PPOA UNION DUES	2,940.95	EFT Payment
V001752 WASHINGTON STATE DEPARTMENT OF	10/23/2025	PR#2501021 CHILD SUPPORT - WA	737.07	ACH - Paid Online
V001830 VORTEK SOLUTIONS LLC	10/23/2025	Network Upgrades	631.53	EFT Payment
V000725 ARAMARK REFRESHMENT SERVICES	10/23/2025	Coffee Supplies	475.39	EFT Payment
V000799 BUCHALTER	10/23/2025	Professional Legal Services - Sept 2025	2,404.00	EFT Payment
V001007 EMPLOYMENT DEVELOPMENT DEPT	10/23/2025	PR#2501021 CA STATE WH	57,856.29	ACH - Paid Online
V001010 ENTERPRISE FLEET MANAGEMENT	10/23/2025	PD VH Lease Charges Aug 2025	25,655.61	EFT Payment
V001173 INTERNAL REVENUE SERVICE	10/23/2025	PR#2501021 FED WH	179,221.23	ACH - Paid Online
V002069 JUDGE NETTING, INC	10/23/2025	Sports field netting at Torii Hunter	38,665.00	EFT Payment
V000285 JENNIFER LAMPMAN	10/23/2025	Travel Reimbursement	14.90	EFT Payment
V001325 MISSION SQUARE	10/23/2025	PR#2501021 457	52,071.55	ACH - Paid Online
V000460 JULIE ROBERTS	10/23/2025	Tuition Reimbursement - #24-22	344.25	EFT Payment
V000233 MATT HERREN	10/23/2025	Meal and mileage reimbursement for Sherman Block SLI (1)	268.78	EFT Payment
V000161 SCOTT FERGUSON	10/23/2025	Employee Reimbursement - Scott Ferguson	136.00	EFT Payment
V001486 PRUDENTIAL OVERALL SUPPLY	10/23/2025	Uniform and Laundry Services: Oct 08, 2025	473.46	EFT Payment
V000161 SCOTT FERGUSON	10/23/2025	Employee Reimbursement - Scott Ferguson	271.74	EFT Payment
V000156 JACE EVERTSEN	10/23/2025	Meal reimbursement for Firearms Instructor training	115.00	EFT Payment
V000260 ALEXANDER JUNG	10/23/2025	Meal reimbursement for Firearms Instructor training	115.00	EFT Payment
V001164 INFRASTRUCTURE ENGINEERS	10/23/2025	September 2025Building & Safety Plan Check	8,510.00	EFT Payment
V000024 COREY DAVIS	10/23/2025	Meals and Mileage reimbursement for FTO Update Course	227.82	EFT Payment
Total			404,138.13	
		Total ACH	291,698.58	
		Total EFT	112,439.55	

City of Placentia
ACH/EFT Register 10/16/25

Vendor	Date	Memo	Amount	EFT Status
V000622 AMAZON CAPITAL SERVICES	10/16/2025	City Clerk	146.06	EFT Payment
V000629 KRONOS SAASHR, INC	10/16/2025	UKG Subscription SEPT 25	6,685.11	EFT Payment
V001104 GRANICUS INC.	10/16/2025	Quarterly - City Clerk Software Subscription	10,180.40	EFT Payment
V001801 KOSMONT TRANSACTIONS SERVICES INC	10/16/2025	Project 2307.6 Placentia KMTC Sept 2025	1,909.84	EFT Payment
V001805 ORACLE AMERICA INC	10/16/2025	ERP Software Quarterly Bills JUL 13-OCT 12 2025	4,303.22	EFT Payment
V000725 ARAMARK REFRESHMENT SERVICES	10/16/2025	Rental	668.99	EFT Payment
V000725 ARAMARK REFRESHMENT SERVICES	10/16/2025	Rental	745.85	EFT Payment
V000622 AMAZON CAPITAL SERVICES	10/16/2025	Fire Station Supplies	1,758.98	EFT Payment
V001007 EMPLOYMENT DEVELOPMENT DEPT	10/16/2025	PR# Buy Back CA STATE WH-K. Koura	176.00	ACH - Paid Online
V000622 AMAZON CAPITAL SERVICES	10/16/2025	IT - Amazon	307.88	EFT Payment
V000156 JACE EVERTSEN	10/16/2025	Meal reimbursement for OCGIA One Day Conf	45.00	EFT Payment
V000189 JOSEPH GILLIS	10/16/2025	Meal reimbursement for OCGIA One Day Conf	45.00	EFT Payment
V000247 NATHAN INIGUEZ	10/15/2025	Meal reimbursement for OCGIA One Day Conf	45.00	EFT Payment
V001462 PLACEWORKS	10/16/2025	August 2025 Chapman Corridor Reg. Requirements & Design Guidelines	4,907.50	EFT Payment
V001164 INFRASTRUCTURE ENGINEERS	10/16/2025	FY23-24 Residential Slurry	4,185.00	EFT Payment
V001823 FACILITY SOLUTIONS GROUP INC	10/16/2025	Tuffree Park Sports Lighting Project	2,500.00	EFT Payment
V001821 ARDURRA GROUP INC	10/16/2025	Tuffree Park Sidewalk Replacem	10,058.00	EFT Payment
V000934 CSG CONSULTANTS INC	10/16/2025	September 2025 On-Call Building Plan Review	10,449.91	EFT Payment
V001164 INFRASTRUCTURE ENGINEERS	10/16/2025	CM Services - SiFi Project July 2025	2,875.00	EFT Payment
V001462 PLACEWORKS	10/16/2025	September 2025 Chapman Corridor Reg. Requirements & Design Guidelines	13,404.12	EFT Payment
Total			75,396.86	

ACH Total	176.00
EFT Total	75,220.86
Payroll 2501021 10/17/25	719,285.49
Grand Total	794,682.35

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Check Register 10/16/25

Name	Memo	Amount	Document Number	Date
V001790 WILLDAN ENGINEERING	SSMP Update and Audit Services	13,968.25	136104	10/16/2025
V001715 TURBO DATA SYSTEMS INC	Sept Parking Citation Services	3,043.93	136103	10/16/2025
V001678 THINKSUPPLIES.COM	Paper-Office Supplies	194.15	136102	10/16/2025
V001634 SUBURBAN PROPANE	Propane Items	30.31	136101	10/16/2025
V001616 SPECTRUM GAS PRODUCTS	Oxygen Tank - Fire	49.50	136100	10/16/2025
V001616 SPECTRUM GAS PRODUCTS	Oxygen Tank - Fire	377.22	136099	10/16/2025
V000636 SOUTHERN CALIFORNIA EDISON	SCE Charges From Sep. 2025	62,102.86	136098	10/16/2025
V001591 SMARTCOVER SYSTEMS	Field Service: Monroe Way - 7/8/25	260.00	136097	10/16/2025
V001434 PCEA C/O NORTH ORANGE CO	PR#2501021 PCEA UNION DUES	46.44	136096	10/16/2025
V001427 PARS	Annual Asset Fee (prorated monthly) for August	507.26	136095	10/16/2025
V001424 PARKHOUSE TIRE INC	FY 25-26: Tires for City Vehicles	3,104.45	136094	10/16/2025
V001424 PARKHOUSE TIRE INC	FY 25-26: Tires for City Vehicles	839.11	136093	10/16/2025
V001406 ORANGE COUNTY TREASURER TAX COLLECTOR	SEPTEMBER 2025 PARKING CITATIONS	9,944.00	136092	10/16/2025
V001402 ORANGE COUNTY SANITATION DISTRICT	OCSD Capital Facilities Capacity Charge for September 2025 / 5% City Issuance Fee.	48,071.74	136091	10/16/2025
V001396 ORANGE COUNTY EMPLOYEES ASSN	PR#2501021 OCEA UNION DUES	537.50	136090	10/16/2025
V001391 OMEGA INDUSTRIAL SUPPLY INC	Streets supplies	1,124.84	136089	10/16/2025
V001339 MUNITEMPS	Records - Deputy City Clerk Temp	8,665.50	136088	10/16/2025
V002082 MIKE McKAY	C&D Roof Refund: 4791 Sanbert Pl: Bond 30-25-125	100.00	136087	10/16/2025
V001301 MCFADDEN-DALE HARDWARE CO.	Street Repair Supplies	81.46	136086	10/16/2025
V001301 MCFADDEN-DALE HARDWARE CO.	Facilities Repair Supplies	270.17	136085	10/16/2025
V001266 LONG BEACH BMW MOTORCYCLES	PD Motorcycle Repairs	228.35	136084	10/16/2025
V001862 IOTUM INC.	Callbridge Subscription 10/1-10/31	271.18	136083	10/16/2025
V001138 HIRSCH PIPE AND SUPPLY	Plumbing Repair Materials	134.68	136082	10/16/2025
V001117 GST GOLDEN STAR TECHNOLOGY INC	CH - iland Secure Cloud Backup with Veeam	6,000.00	136081	10/16/2025
V001094 GOLDEN STATE WATER COMPANY	Golden State Charges August - September 2025	10,666.60	136080	10/16/2025
V001086 GLASBY MAINT. SUPPLY CO.	Janitorial Supplies	4,208.31	136079	10/16/2025
V001075 GALLS LLC	Fire Uniforms	263.92	136078	10/16/2025
V001067 FRANCHISE TAX BOARD	PR#2501021	57.73	136077	10/16/2025
V001054 FIS	Interchange Fees August 25	246.98	136076	10/16/2025
V001031 FAIRWAY FORD	FY 25-26: Vehicle Repair Parts/Services	686.91	136075	10/16/2025
V001029 FACTORY MOTOR PARTS	Vehicle Repair Parts	837.65	136074	10/16/2025
V000969 DIVISION OF THE STATE ARCHITECT	3rd Quarter Taxes	206.37	136073	10/16/2025
V002080 DATAVANT	Medical Results DR25-03207	19.79	136072	10/16/2025
V000931 CRON & ASSOC TRANSCRIPTION INC	BWC Transcription Services DR25-0612	2,831.25	136071	10/16/2025
V002046 COUNTY OF ORANGE -HCA	CUPA Anniversary Fee FY25-26	451.00	136070	10/16/2025
V002046 COUNTY OF ORANGE -HCA	CUPA FY25-26 Fee - Haz Mat	2,072.00	136069	10/16/2025
V002029 COLTS LANDSCAPE, INC	FY 25-26: Citywide Vine Trimming Services	8,704.60	136068	10/16/2025
V002056 COATS PRODUCTS INC	Vehicle Maintenance	394.60	136067	10/16/2025
V000892 CLIFTONLARSONALLEN LLP	Financial Audit FY24/25	5,718.75	136066	10/16/2025
V001793 CJ CONCRETE CONSTRUCTION INC.	FY 24-25 Concrete Repair Progr	33,248.10	136065	10/16/2025
V000873 CITY OF BREA	Business Cards: Lovell & Heredia	29.20	136064	10/16/2025
V000841 CARAHSOFT TECHNOLOGY CORPORATION	DocuSign, Inc.	5,183.56	136063	10/16/2025
V000766 BEAR ELECTRICAL SOLUTIONS INC	Traffic Signal Maintenance/Repair: July Routine	3,665.00	136062	10/16/2025
V000616 AT&T	FirstNet Fire & PD FAN # 08048052 - Sept 2025	2,293.79	136061	10/16/2025
V000616 AT&T	FirstNet FAN # 57557082 - Sept 2025	1,795.32	136060	10/16/2025
V000616 AT&T	Acct 333291678 - CH Fiber	107.00	136059	10/16/2025
V000711 AMTECH ELEVATOR SERVICES	FY 25-26: Elevator Emergency Repairs 8/28/25	1,375.00	136058	10/16/2025

V000704 AMERICAN OFFICE FURNITURE	Fire HQ Furniture	2,132.89	136057	10/16/2025
V000691 ALLIANCE BUSINESS SERVICES INC	Fire Station 1 - Internet Fiber	734.17	136056	10/16/2025
V000688 ALL CITY MANAGEMENT SERVICES INC.	9/14-27 Crossing Guard Services	5,860.80	136055	10/16/2025
V001819 ALL AMERICAN BUILDING SERVICES INC	Residential Streets Curb Ramps: Final	3,594.00	136054	10/16/2025
Total		257,338.19		

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Name	Memo	Amount	Document Number	Date
V000641 WELLS FARGO VENDOR FIN SERV	Kyocera Printer Lease Customer # 3691949048	6,675.61	136051	10/9/2025
V001732 US BANK PARS #6746022400	PR#2501020 PARS EE & ER	3,757.23	136050	10/9/2025
V001701 TRANSUNION RISK & ALTERNATIVE	Sept Database Transactions	175.00	136049	10/9/2025
V001678 THINKSUPPLIES.COM	Paper-Office Supplies	295.80	136048	10/9/2025
V001678 THINKSUPPLIES.COM	Office Supplies	323.38	136047	10/9/2025
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for IT, Desktop Support Analyst	3,326.40	136046	10/9/2025
V001658 TEAM ONE MANAGEMENT	Janitorial Services for Park Restrooms - September 2025	7,274.75	136045	10/9/2025
V002025 SVT FLEET LLC	Vehicle Maintenance FY25-26	1,326.60	136044	10/9/2025
V001606 SOUTHERN CALIFORNIA NEWS GROUP	Newspaper Publications for August 2025	1,530.27	136043	10/9/2025
V001593 SO CAL GAS	So Cal Gas Charges August - September 2025	47.23	136042	10/9/2025
V002077 SATELLITE SPORTS GROUP	BMX Show Heritage 2025	2,497.00	136041	10/9/2025
V001554 SANTIAGO ROOFING	C&D Refund: 1031 Goldenrod St: Bond 30-25-121	100.00	136040	10/9/2025
V001549 SAGECREST PLANNING AND ENVIRONMENTAL	JUN - INSP SVS -BUILDING & SAFETY	4,026.00	136039	10/9/2025
V001549 SAGECREST PLANNING AND ENVIRONMENTAL	September 2025 On-Call Building Inspection Services	2,900.80	136038	10/9/2025
V001536 ROTARY CLUB OF PLACENTIA	Quarterly Membership dues	90.00	136037	10/9/2025
V001473 PREMIER FIRST RESPONDER PSYCHOLOGICAL SERVICI	Sept Officer Therapy Serivces	450.00	136036	10/9/2025
V000518 PLACENTIA COMMUNITY CHORUS	Balance of Placentia Community Chorus	2,142.52	136035	10/9/2025
V001450 PLACENTIA CHAMBER OF COMMERCE	State of the City Meal/Ticket	1,815.00	136034	10/9/2025
V001435 PCN3 INC	Public Safety Building APP 25	48,955.06	136033	10/9/2025
V002073 ORANGE HOME BUILDERS INC.	Cancellation of Building Permit #B25-0979	443.11	136032	10/9/2025
V001396 ORANGE COUNTY EMPLOYEES ASSN	PR#2501020 OCEA UNION DUES	525.00	136031	10/9/2025
V002035 OCY MANAGEMENT LLC	Transportation Services - July 2025	8,151.55	136030	10/9/2025
V002072 NICHOLAS DYLAN CARBONE	Deposit for the Tamale Festival Entertainer	900.00	136029	10/9/2025
V001357 NENA	INV# 300087813	152.00	136028	10/9/2025
V001785 MINUTEMAN PRESS COVINA	PD Uniform Embroidery Services	108.75	136027	10/9/2025
V001318 MIKE RAAHAUGES SHOOTING ENTERPRISE	9/16 Pistol Range Usage - SWAT	100.00	136026	10/9/2025
V002030 MIGUEL MORAN	Sound services for Heritage Festival	1,950.00	136025	10/9/2025
V001262 LN CURTIS & SONS	PD Uniforms - Eiley	3,121.42	136024	10/9/2025
V001262 LN CURTIS & SONS	PD Uniforms - Cleveland	492.76	136023	10/9/2025
V001203 JONES & MAYER	AB 1234 Training - Ethics	3,258.13	136022	10/9/2025
V001203 JONES & MAYER	Professional Legal Services	61,089.48	136021	10/9/2025
V001203 JONES & MAYER	Legal Services	6,448.80	136020	10/9/2025
V001880 JARVIS FAY LLP	UUT Legal Services	342.00	136019	10/9/2025
V001172 INTEGRITY LANDSCAPE AND CONCRETE	Caltrans Public Art Program	50,179.59	136018	10/9/2025
V001132 HF&H CONSULTANTS LLC	CalRecycle Support: SB1383 - April 2025	676.25	136017	10/9/2025
V001127 HEALTHPOINTE MEDICAL GROUP INC	Worker's Comp: First Aid Only Visit	321.30	136016	10/9/2025
V001120 HALO CONFIDENTIAL INVESTIGATIONS LLC	Sept PD Background Screenings	810.90	136015	10/9/2025
V001094 GOLDEN STATE WATER COMPANY	Water Charges - September 2025	76,121.90	136014	10/9/2025
V001093 GOLDEN STATE COMMUNICATIONS INC	Radios for Heritage 2025	1,416.50	136013	10/9/2025
V001075 GALLS LLC	Fire Uniforms	117.41	136012	10/9/2025
V001071 FUN SERVICES	Magician - Hertaige 2025	575.00	136011	10/9/2025
V000170 FRAZEE KATHLEEN R.	Reimbursement for Supplies from Historical Committee	80.80	136010	10/9/2025
V001067 FRANCHISE TAX BOARD	PR#2501020	57.73	136009	10/9/2025
V001810 FIRST AMERICAN DATA TREE LLC	Sept 2025 Bulk Data Solution	566.67	136008	10/9/2025

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V001046 FIREFIGHTERS SAFETY CENTER	Fire Uniforms	1,012.21	136007	10/9/2025
V001816 DH PUBLIC SECTOR CONSULTING LLC	Software Maintenance	5,000.00	136006	10/9/2025
V001792 COUNTY OF ORANGE	7/1-9/30 Animal Shelter Construction	15,213.80	136005	10/9/2025
V000903 COMMERCIAL AQUATIC SERVICES	Gomez Pool Maintenance - September 2025	4,754.18	136004	10/9/2025
V002070 COLE HUBER LLP	Professional Legal Services	1,760.00	136003	10/9/2025
V000894 COAST EMS LLC	EMS Supplies	1,877.97	136002	10/9/2025
V000429 City of Placentia	Petty Cash for Heritage Festival 2025	500.00	136001	10/9/2025
V000873 CITY OF BREA	Sept 2025 Office Supplies	124.44	136000	10/9/2025
V000823 CALIFORNIA FORENSIC PHLEBOTOMY INC	Sept Blood Draws	1,703.68	135999	10/9/2025
V001798 BRIGHTVIEW LANDSCAPE SERVICES INC	Park Landscaping Services - October	31,024.51	135998	10/9/2025
V001878 BEST 5TH AVE INC	Sept PD Dry Cleaning Services	908.11	135997	10/9/2025
V001878 BEST 5TH AVE INC	PD Uniform Alterations - Jung	10.00	135996	10/9/2025
V002033 BARNUM STAGE RENTAL LLC	Stage Services for Heritage Festival	3,500.00	135995	10/9/2025
V000616 AT&T	AT&T Charges August - September 2025	467.73	135994	10/9/2025
V000734 ASSI SECURITY INC	Service Call - Camera System	300.00	135993	10/9/2025
V000615 ARTHUR W ZIPPEL	Car Show DJ - Heritage 2025	400.00	135992	10/9/2025
V002076 ANDREA BUCHANAN	2025 Heritage Festival Band	1,000.00	136052	10/9/2025
V000688 ALL CITY MANAGEMENT SERVICES INC.	8/31-9/13 Crossing Guard Services	5,274.72	135990	10/9/2025
V001071 FUN SERVICES	Generators & Inflatables the Heritage Festival	4,999.00	136053	10/9/2025
Total		385,546.05		

City of Placentia
EFT/ACH Register 10/9/25

Vendor	Date	Memo	Amount	EFT Status
V000622 AMAZON CAPITAL SERVICES	10/9/2025	October 2025 DS Office Supplies	471.41	EFT Payment
V002037 MARCUS A RYCKMAN	10/9/2025	TUITION REIMBURSEMENT - #25.26-15	1,251.00	EFT Payment
V001462 PLACEWORKS	10/9/2025	August 2025 SP5 Specific Plan and EIR Update	4,170.00	EFT Payment
V000228 MEGAN HEREDIA	10/9/2025	TUITION REIMBURSEMENT - #25.26-09	506.25	EFT Payment
V000285 LAMPMAN JENNIFER	10/9/2025	Per Diem-Conference	215.00	EFT Payment
V002042 EMERGENCY AMBULANCE SERVICE, INC	10/9/2025	ALS Emergency Medical Services - September 2025	61,667.67	EFT Payment
V001694 TOWNSEND PUBLIC AFFAIRS INC.	10/9/2025	To provide legislative advocacy and grant funding services.	6,500.00	EFT Payment
V000622 AMAZON CAPITAL SERVICES	10/9/2025	Amazon - Dispatch	81.62	EFT Payment
V000692 ALLIANT INSURANCE SERVICE INC.	10/9/2025	Special Event - Heritage Festival	8,157.00	EFT Payment
V000622 AMAZON CAPITAL SERVICES	10/9/2025	#1H19-GV6J-FXTW 8/1/25-8/31/25	614.91	EFT Payment
V001989 LYDIE GUTFELD	10/9/2025	Reimbursement for NRPA Lodging	1,086.24	EFT Payment
V000622 AMAZON CAPITAL SERVICES	10/9/2025	Amazon - City Clerk & Risk Mgmt	658.48	EFT Payment
V000725 ARAMARK REFRESHMENT SERVICES	10/9/2025	Coffee Supplies	430.26	EFT Payment
V000831 CALIFORNIA STATE DISBURSEMENT UNIT	10/9/2025	PR#2501020 CHILD SUPPORT - CA	1,812.44	ACH - Paid Online
V001457 PLACENTIA POLICE MANAGEMENT	10/9/2025	PR#2501020 PPMA UNION DUES	1,303.65	EFT Payment
V001325 MISSION SQUARE	10/9/2025	PR#25010120 401A MGMNT	2,443.08	ACH - Paid Online
V001752 WASHINGTON STATE DEPARTMENT OF	10/9/2025	PR#2501020 CHILD SUPPORT - WA	737.07	ACH - Paid Online
V000944 DAVID TAUSSIG AND ASSOCIATES INC	10/9/2025	August 2025 CFD BID FORMATION	6,923.64	EFT Payment
V000086 MICHAEL BUTTS	10/9/2025	Sept Toll Road Charges	482.75	EFT Payment
V001458 PLACENTIA POLICE OFFICERS ASSOCIATION	10/9/2025	PR#2501020 PPOA UNION DUES	2,940.95	EFT Payment
V000228 MEGAN HEREDIA	10/9/2025	Tuition Reimbursement # 25.26-13	506.25	EFT Payment
V001906 ROBINS KAPLAN LLP	10/9/2025	Opioid Litigation Contingent Fees	38,777.22	EFT Payment
V000829 CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT SYSTE	10/9/2025	PR#2501017 CalPERS	429,628.90	ACH - Paid Online
V001007 EMPLOYMENT DEVELOPMENT DEPT	10/9/2025	PR#2501020 CA STATE WH	90,539.49	ACH - Paid Online
V001173 INTERNAL REVENUE SERVICE	10/9/2025	PR#2501020 FED WH	289,519.64	ACH - Paid Online
V001325 MISSION SQUARE	10/9/2025	PR#2501020 401A FIRE	43,512.17	ACH - Paid Online
V001805 ORACLE AMERICA INC	10/9/2025	ERP Software Quarterly Bills APR-JUL 2025	15,584.36	EFT Payment
V001527 RING CENTRAL INC	10/9/2025	Telephone Subscription	7,865.77	EFT Payment
V000743 AVENU INSIGHTS & ANALYTICS LLC	10/9/2025	Utility User Tax Auditing Service July-Sept 2025	4,960.87	EFT Payment
Total			1,023,348.09	
		EFT Total	165,155.30	
		ACH Total	858,192.79	

Agenda Item No: 1.c

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 4, 2025
Submitted by: Matthew Di Mario
From: Public Works

Subject:
APPROVAL OF RESOLUTION AFFIRMING THE CITY'S COMMITMENT TO THE ATWOOD MULTIPURPOSE TRAIL PROJECT SUBMITTED IN THE 2027 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM (FTIP)

Financial Impact:
Fiscal Impact:
There is no fiscal impact associated with the recommended action.

Summary:
On February 12, 2024, the Orange County Transportation Authority (OCTA) Board of Directors (Board) approved the 2023 Orange County Complete Streets Program (OCCSP) Project Prioritization Recommendations and awarded the City a total of $2,753,000 funding for the Atwood Multipurpose Trail Project (Project). This funding is to complete the preliminary design and construction of the Project.

The Federal Transportation Improvement Program (FTIP) is a capital listing of all transportation projects proposed over a six-year period. The OCTA FTIP database (OCFundtracker) includes all projects that are deemed regionally significant, regardless of the funding source and allows local agencies access to view and amend their projects. The Atwood Multipurpose Trail Project has been included in OCFundtracker for fiscal year (FY) 2025-26 and FY 2026-27.

It is anticipated that a major part of the project work be performed in 2026 and completed in 2027. OCTA requested the City to carryover the Project funding into the 2027 FTIP which will provide grant funding for this project through 2027. A resolution from the City Council is also required authorizing the project fund carryover into the 2027 FTIP and affirming the resources to fund this project.

Recommendation:
Recommended Action: It is recommended that the City Council:
Adopt Resolution No. R-2025-65, a Resolution of the City Council of the City of Placentia, California, certifying that the City of Placentia has the resources to fund the projects in the federal fiscal years (FFY) 2026-27 to 2031-32 Transportation Improvement Program and affirms its commitment to implement all projects in the Program.

Strategic Plan Statement:
This item is consistent with the City Council approved Five Year Strategic Goal 1: Ensure long-term fiscal sustainability, under Objective No. 1.2: Continue efforts to seek and obtain new sources of state and federal grants, including Federal and State earmarks and Biden Infrastructure Package.

Discussion:
On June 10, 2019, the Orange County Transportation Authority (OCTA) approved the City's grant application to the Bicycle Corridor Improvement Program (BCIP) for the proposed Atwood Recreation Trail in the amount of $350,000, including a 20% matching contribution from the City. The grant provided funding for a 30% complete preliminary engineering and environmental review and clearance. Later in 2021, a consultant was brought on to complete the preliminary engineering and environmental review. This review was completed in late 2023.

On February 12, 2024, the Orange County Transportation Authority (OCTA) Board of Directors approved the 2023 Orange County Complete Streets Program (OCCSP) Project Prioritization Recommendations and awarded the City a total of $2,753,000 funding for the Atwood Multipurpose Trail Project (Project). This funding is to complete the preliminary design and construction of the Project.

This funding is comprised of $272,000 in Congestion Mitigation and Air Quality Improvement (CMAQ) funds to complete the Preliminary Engineering phase of the Project and $2,481,000 in Surface Transportation Block Grant (STBG) for the Construction phase. These funds are administered through Caltrans. In November 2024, the City received authorization to move forward with completion of the Preliminary Engineering phase of the project.

The project consists of a 0.6 mile trail along the County of Orange-maintained Atwood Channel. The Project will provide commuting and recreational opportunities for people walking and biking between Lakeview Avenue and Van Buren Street, directly adjacent to Parque de Los Ninos and the Veterans Village facility. The Atwood Multipurpose Trail will incentivize new active transportation users and promote public health by providing residents with a dedicated Class I trail with full ADA accessibility, landscaping enhancements, and amenities.

The project was first included in the 2023 FTIP which consisted of environmental review. Now, OCTA required the City to carry over the project funds into the 2027 FTIP. A resolution of commitment from the City Council is required to affirm the resources to fund this project through 2027 (Attachment 1).

Fiscal Impact Summary:
There are no direct costs associated with the recommended action. The estimated cost for the engineering design phase of the Atwood Multipurpose Project is $310,000 and funds have been included in the adopted Fiscal Year (FY) 2025-26 Capital Improvement Program (CIP) Budget. These funds are being allocated through County Grants and Quimby In-Lieu Development Impact Fees. The design phase of the project is scheduled for FY 2025-26. Once the design phase is completed, construction is anticipated to start in FY 2026-27.

Attachments
Attachment 1 - Resolution No. R-2025-65

RESOLUTION NO. R-2025-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, CERTIFIYING THAT THE CITY OF PLACENTIA HAS THE RESOURCES TO FUND THE PROJECTS IN THE FEDERAL FISCAL YEARS (FFY) 2026/27 – 2031/32 TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMS ITS COMMITMENT TO IMPLEMENT ALL PROJECTS IN THE PROGRAM

A. Recitals

(i). WHEREAS, the City of Placentia (CITY) is located within the metropolitan planning boundaries of the Southern California Association of Governments; and

(ii). WHEREAS, the City Council has authorized projects for submittal to the Federal Transportation Improvement Program (FTIP); and

(iii). WHEREAS, the City of Placentia is the lead agency for projects and will comply with applicable local, state, and federal provisions including but not limited to the Federal Transportation Improvement Program, California Environmental Quality Act, National Environmental Policy Act, Americans with Disabilities Act, and Build America Buy America; and

(iv). WHEREAS, the City of Placentia agrees to construct Transportation Control Measures projects as noted in the amendments in a timely manner or to assist with finding a substitute project.

B. Resolution

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

1. The City Council of the City of Placentia, does hereby affirm the City's commitment to the projects submitted in the 2027 Federal Transportation Improvement Program.

APPROVED and ADOPTED this 4th day of November 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 of the City of Placentia held on the 4th day of November 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

Agenda Item No: 1.d

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 4, 2025
Submitted by: Shelley Kennell
From: Public Works

Subject:
APPROVAL OF PROFESSIONAL ENGINEERING DESIGN SERVICES AGREEMENT WITH ALTA PLANNING + DESIGN, INC. FOR THE ATWOOD MULTIPURPOSE TRAIL PROJECT

Financial Impact:

Fiscal Impact:		
Expense:		
$334,531.00	Total Cost of Services over 17 months	
Available Budget:		
$334,531.00	Total Project Budget	Project# 69-2502
$272,000.00	Fiscal Year 2025-26 CIP (226-90300-9600)	County Grants
$ 25,331.00	Fiscal Year 2025-26 CIP (303-90300-9800)	Traffic Impact Fee
$ 37,200.00	Fiscal Year 2025-26 CIP (302-90300-9800)	Quimby in Lieu

Summary:
The proposed project would be an approximately 20-foot-wide trail alongside the Atwood Channel right-of-way. The trail would include a paved multiuse path; midblock crossings with ADA accessibility including modified sidewalks and curb ramps; access gates; a trailhead at Parque de Los Niños; new street signs; path striping and wayfinding signage; and landscaping along selected shoulders or best management practices adjacent to the path. Existing trail slope and grades would be maintained where possible. The proposed project would include the construction of a 1.0-mile-long segment multiuse trail stretching from the BNSF/Metrolink rail line tracks to Lakeview Avenue to expand the City's bikeway network and enhance pedestrian and biking connectivity. A 0.1-mile-long segment from Jefferson Street to the BNSF/Metrolink railroad tracks that includes a trail extension and a bridge over the BNSF/railroad tracks is under consideration.

The City solicited a request for competitive proposals from qualified engineering firms to provide all required professional engineering and environmental services needed to complete the City's federally funded Atwood Multipurpose Trail Project (CML-5269(029)) Plans, Specifications, and Estimates (PS&E) packages as well as construction engineering assistance once the project is awarded for construction.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Approve a Professional Services Agreement with Alta Planning + Design, Inc. for the Atwood Multipurpose Trail Project in the amount of $334,531.00; and
2. Authorize the City Administrator to increase contract amendments up to ten percent (10%); and
3. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
This item conforms to Strategic Plan Goal 6, specifically, Objective 6.2: Execute the Preliminary Concept of the Atwood Multipurpose Trail Project.

Discussion:
Staff prepared a Request For Proposals (RFP) for Professional Design Services. The City received two proposals from qualified engineering firms. Staff reviewed the submitted proposals and the cumulative composite score for the firm's proposal is noted below:

Firm	Score
Alta Planning + Design, Inc.	90
IDS Group, Inc.	80

Staff recommends awarding the contract to Alta Planning + Design, Inc. Alta has extensive experience and expertise in providing professional design services for trail improvement projects. They have experience with Caltrans Local Assistance which will benefit the City in receiving authorization to proceed with construction from Caltrans once the bid package is ready to bid. The term of the proposed Professional Services Agreement will be for a total of 17 months from November 4, 2025, to April 13, 2027.

Fiscal Impact Summary:
The recommended actions will award a proposed Professional Services Agreement with Alta Planning + Design, Inc. for a seventeen-month not-to-exceed contract amount of $334,531.00.

Funding for this project is supported by the sources as outlined below:

Funding Source	Amount
FY 25/26 County Grants	$ 272,000.00
FY 25/26 Traffic Impact Fee	$ 25,331.00
FY 25/26 Quimby In Lieu	$ 37,200.00
Total	$ 334,531.00

Attachments
Professional Services Agreement with Alta.pdf

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
ALTA PLANNING + DESIGN, INC

THIS AGREEMENT is made and entered into this 4th day of November, 2025 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Alta Planning + Design, Inc. a California Corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to civil engineering design services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; and

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

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

E. WHEREAS, among other reasons, the City is hiring Consultant to perform accessibility design services at a public park within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's Proposal and Cost Proposal dated September 18, 2025 ("Proposal"), attached hereto as Exhibit "A" defining the consultant's scope of work and incorporated herein by this reference, including but not limited to, preparing all design documents free from defects. If there is any conflict between the approved Consultant's Proposal and Cost Proposal and this Agreement, this Agreement shall take precedence.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants the same discipline and circumstances in the same or similar locality during the same period of time and in accordance with sound professional practices and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself

informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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

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

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

(c) Terminate the Agreement as hereinafter set forth.

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

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

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

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

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

Consultant may engage during the term of this Agreement.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed three hundred and thirty-four thousand, five hundred and thirty-one dollars and zero cents ($334,531.00).

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

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 17 months, ending on April 13, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

a. Be adjudged a bankrupt;

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

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

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

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

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

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered

to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

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

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

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

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

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

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

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

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per claim and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain

and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

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

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

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

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

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

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held

responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. As outlined in the scope of work, Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

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

IF TO CONSULTANT:

Alta Planning + Design, Inc.
617 W. 7th Street, Suite 1103
Los Angeles, CA 90017
Tel: (213) 797-4445
Fax: N/A
Attn: Vincent Hellens, Jr.,
Regional Growth Director

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: (714) 993-8128
Fax: N/A
Attn:Gabriel Guerrero-Gabany
Deputy Director of Public Works

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

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

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

6.8. Indemnification and Hold Harmless. Consultant, who is a design professional under CA Civil Code Section 2782.8, agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or–whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. However, the Consultant's duty to pay defense costs shall not exceed the Consultant's proportionate share of fault. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

6.13. Public Records Act Disclosure. Consultant 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 Consultant, 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 Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant'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, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this

Agreement. Consultant, 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 Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

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

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

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

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

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

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

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

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

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

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

6.27. Title VI Assurances. During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

(a) Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(b) Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations.

(c) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

(e) Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
ii. cancellation, termination or suspension of the Agreement, in whole or in part.

(f) Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT

may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

The CONSULTANT, for itself, its assignees and successors in interest agrees to comply with he following non-discrimination statues and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;

(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;

(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);

(f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

(i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

6.28. Liability. Any claim, suit, demand, or action brought under this Agreement shall be directed and/or asserted only against Consultant and not against any of Consultant’s employees, shareholders, officers, or directors. Consultant’s liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services.

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

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Jennifer Lampman, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT

S
Steven Frieson (Oct 23, 2025 16:26:11 PDT) Date: 10/23/2025
Signature

Steven Frieson, Vice President
Name and Title

68-0465555
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Rosanna Ramirez, Risk Manager

APPROVED AS TO CONTENT:

_____ Date: _____
Gabriel Guerrero-Gabany, Project Manager

DEPARTMENTAL APPROVAL

_____ Date: _____

Chris Tanio, Director of Public Works/
City Engineer

APPENDIX B

SUMMARY SHEET

Firm Name: Alta Planning + Design, Inc.

Firm Parent or Ownership: Trilon Transportation C-Corp Holdings, Inc.

Firm Address: 101SW Main St Ste 2000 Portland, OR 97204

Firm Telephone Number: 503-230-6892

Firm Fax Number:

Number of years in existence: 29

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Vincent Hellens, Jr. Title: Principal

Telephone Number: 213-797-4445 Fax:

Email: vincenthellens@altago.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Vincent Hellens, Jr. Title: Principal

Telephone Number: 213-797-4445 Fax:

Email: vincenthellens@altago.com

Types of services provided by the firm: Planning, design, engeneeing, and TDM services.

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated SEPTEMBER 18, 2025, and to be bound by the terms and conditions of the RFP.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated SEPTEMBER 18, 2025.

5. This firm has carefully read and fully understands all of the items contained in the RFP. This firm agrees to all of the requirements except for those disclosed by the firm in project proposal, listed on an attachment.

6. The proposal shall be valid for 90 days from SEPTEMBER 18, 2025.

Name of Firm: Alta Planning + Design, Inc.

By: S
Steven Frieson (Oct 23, 2025 16:26:11 PDT)
(Authorized Signature)

Type Name: Steven Frieson

Title: Vice President

Date: 10/23/2025

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

G. Scope of Work

Task A. Progress Meetings, Project Schedule and Coordination.

Alta's project manager and Lead Engineer will attend a project kick-off meeting and monthly progress meetings throughout the project. Alta's Team will collaborate with City staff at the start of the project and participate in public meetings.

The 60% design will be presented at the Streetscape and Transportation Advisory Commission meeting. Alta's Team will attend this meeting, present the necessary visuals, respond to questions or concerns, and incorporate public feedback into the final design as needed. We will revise the 60% design based on outreach comments, and this finalized version will guide the 100% PS&E design.

Alta's Team will provide a detailed project schedule at the project's start and update it if major changes occur. We will manage project coordination to ensure timely and successful completion.

Task A. Deliverables:

- Project kick-off meeting and monthly progress meetings - seven (10) months Design Phase, ten (10) months of construction support
- Participation in public meetings with City staff (2 meetings)
- Presentation of 60% design at the Streetscape and Transportation Advisory Commission meeting, one rendering.
- Detailed CPM project schedule with monthly updates
- Monthly Progress Reports and Invoices

Task B. Public Outreach

Alta's Team will conduct multiple public outreach meetings during the design phase. We will prepare and present formal presentations at two separate community meetings, scheduled on different dates to maximize participation. Both meetings will follow an open-house format.

At the first meeting, Alta's Team will present an overview of the proposed project and gather public input. We will provide a meeting agenda and written minutes. At the second meeting, we will present the final project design, incorporating input received from the first meeting. We will provide a meeting agenda and written minutes. This task excludes advertising or promoting community outreach events. Alta will supply all necessary graphics, PowerPoint presentations, and boards for the meetings.

VALUE ADDED

Public Outreach Materials: In addition to the new materials and updates from the PS&E, we will use the Photosims and other relevant materials from the previous phase to incorporate into the public meetings. Alta will supply all necessary graphics, powerpoint presentations, and boards for the meetings.

Task B Deliverables

- Two (2) Open-House Community Meetings including agenda, notes, meeting presentation
- Two (2) Boards total with project map, photosims cross section (from previous phase) and project description

Alta excels at community outreach and engagement at public events and open house workshops. We create easy-to-understand project materials and use them to help generate positive public support for our plans and projects.

Task C. Perform Research, Data Collection, and Analysis.

Alta's Team will collect, review, and analyze all relevant plans, reports, and records related to existing City streets, water, and drainage infrastructure needed to complete the design work. With support from Coast Surveying, we will obtain all right-of-way and survey information needed for the project.

VALUE ADDED

Aerial Survey and Boundary Mapping: Alta has the aerial survey and Right-of-Way Mapping already from previous phase – therefore we will confirm site conditions and determine if an updated aerial is needed. We had included this task as optional in Task 9 Optional – Survey Contingency if additional aerial needs arise.

An additional five (5) days of field surveying for collection of Topographic data and plotting is included within this proposal for any detailed areas such as roadway intersections.

The survey will be tied to the California State Plane coordinate system NAD83 for horizontal control. The survey will be tied vertically to the City of Placentia benchmark network.

Our comprehensive base mapping and surveying scope includes:

VALUE ADDED

Utility Research: In lieu of brand-new utility research, we will confirm the utilities completed in previous phase for all known or suspected utilities within the project area and include underground utilities in the construction drawings.

Alta's Team will send utility notices in accordance with the Caltrans Local Assistance Procedures Manual (LAPM) and complete all required forms to help the City secure right-of-way certification and E-76 Construction Authorization.

Alta's Team will also prepare all required federal submittals, including DBE goal calculations for construction, PS&E Certification, documentation needed to obtain Right-of-Way Certification, Request for Authorization to Proceed with Construction (submitted to Caltrans Local Programs)

Task C. Deliverables:

- Aerial Photogrammetric Survey
- Ground Topographic Survey (5 Days)
- Right-of-Way Base Mapping
- Utility Notices
- E-76 Authorization Forms

Task D. Environmental Approval

Alta's Team will ensure that all design improvements comply with mitigation measures outlined in the Final Mitigated Negative Declaration to satisfy NEPA requirements for federally funded projects through Caltrans. Our team understands that the project had been cleared for a Categorical Exclusion under NEPA and an MND/NOD had been submitted to CEQA. Our team will incorporate all mitigation commitments into the Plans, Specifications, and Estimate (PS&E), and ensure full documentation of their inclusion in the project design.

Task E. Construction Drawings

Alta's Team will prepare approximately 28 construction drawings plan sheets, including:

DRAWING SHEET	NUMBER OF SHEETS
Title Sheet	1
General Notes	1
Horizontal Control Sheet	1
Typical Cross Sections	1
Trail Plan and Profile (1"=20')	11
Signage and Striping (1"=20' double stack)	6
Retaining Wall Profile (1"=20')	1
Retaining Wall Details	3
Detail Sheets	3
Total Sheets	**28**

Plans will be produced in the latest version of AutoCAD approved by the City, using standard 22"x34" sheets. Alta's Team will submit one full-size and one half-size plan set at both 60% and 100% completion, along with digital copies, for City review. We will address all review comments, and upon final approval, provide the City with AutoCAD and PDF versions of the final plans.

All plans will conform to Caltrans LAPM Chapters 11 and 12, California MUTCD, Applicable state and federal standards, Greenbook Standards.

VALUE ADDED

Plans Setup The team had already completed some of the main construction drawings including Trail Plan and Profile sheets and some details. This will reduce our sheet creation time, reduce costs and allow for quicker reconnaissance.

Task E. Deliverables:

- 60% Plans Submittal – Full and Half Size
- 100% Plans Submittal – Full and Half Size
- Comment Resolution (2 Comment Resolution Meetings, Comment Matrix)
- Issue for Bid Set
- Project AutoCAD Files

Task F. Specifications

Using the City's Microsoft Word template, Alta's Team will prepare the Project Manual, which includes Bid Documents, Schedule, General Provisions, Special Provisions, Suggested Construction Materials and Methods, and Technical Specifications.

We will provide a draft list of technical specifications for the City to review and submit the full Project Manual at the 60% and 100% completion stages. All City comments will be addressed. Final deliverables will include the Word and PDF versions of the approved Project Manual.

Task F. Deliverable:

- 60% and 100% Project Manual

Task G. Cost Estimate

Alta's Team will prepare a detailed construction cost estimate in Microsoft Excel, listing bid items as individual cost line items. We will submit estimates at 60% and 100% completion stages for the City to review and revise based on feedback. Final deliverables will include both Excel and PDF versions.

Task G. Deliverables:

- 60% and 100% Cost Estimates, PDF and Excel version

Task H. Construction Engineering Assistance (Design Support During Construction).

We will attend the pre-bid meeting and respond to contractor questions during the bidding phase. During construction, Alta's Team will review submittals and respond to Requests for Information (RFIs).

At project completion, we will prepare and submit Record Drawings. The contractor and City inspector will provide red-lined drawings showing all changes made during construction. Alta's Team will incorporate these changes and submit draft Record Drawings to the City. After City review, final Record Drawings will be provided in both AutoCAD and PDF formats.

Task H. Deliverables:

- Attend Pre-Bid Meeting
- Respond to Bid Questions (up to 5)
- Up to 5 Submittal Reviews
- Up to 3 RFI's
- Up to 1 Bid Addenda, Impacting 3 Sheets
- Record Drawings AutoCAD and PDF Formats

Task I. *(Optional Task)* – Survey Contingency

The Alta Team will review existing site conditions to identify if there have been significant changes from survey the team had received in the previous phase. In case there are significant changes, the team supported by Coast Surveying, Inc. will collect an aerial survey based on the project limits shown in the Figure below.

Existing survey of the Atwood Trail from Jefferson Street to Lakeview Avenue.

Task J. *(Optional Task)* Trailhead Landscape Design.

Well-designed trailheads serve as welcoming gateways that invite users to engage with the trail while enhancing their overall experience through improved access, wayfinding, and amenities. The project had previously allocated funding towards Best Management Practice and erosion control. Practically every subdrainage area requires approximately 5% of the access road area to install LID that manages the 85th percentile storm. Unfortunately, BMP opportunities are limited along the trail since the final trail width is not wide enough for maintenance vehicles to traverse. The main opportunities to install BMP are located at the trail gates at the South Van Buren Street and Jefferson Street crossings. While our team will address the BMP's installation and limitations as described in the feasibility study, the team proposes an added value to utilize the space with LIDs with trailhead design.

We identified two locations where an entryway with amenities such as water station, seating, and/ or planting may be valuable to enhance overall project and delivery.

Potential Locations for trailhead include:

1. Parque De Los Ninos at Richfield Rd

2. Parque De Los Ninos at Pedestrian Bridge

Task J. Deliverables

- Trailhead Plans – 2 locations, up to 10 sheets.
- Planting and Irrigation
- Hardscape Plans
- Amenities Plan

EXPERIENCE HIGHLIGHT: TRAILHEADS AND GATEWAYS

Alta offers a unique blend of skills to produce signature gateway and identity features, from concept to implementation. Our staff have specialized expertise in urban design, Main Streets, placemaking, wayfinding, landscape architecture, context-sensitive sustainable design, green infrastructure, and many other aspects of creating livable communities with functional, complete, and creative gateway elements. Our design approach incorporates public art, play areas, native plant communities, increases tree canopy, and integrates green stormwater infrastructure into transportation corridors. We bring the right combination of expertise: a deep understanding of transportation network planning; wayfinding sign design creativity; a thorough understanding of federal and state wayfinding guidance and regulations for all modes, accessibility guidelines, and standards; and fabrication and installation experience. We have developed tools and approaches that help our clients create effective plans, make decisions, and quickly move to implementation.

For the "Park to Playa" trail corridor within Baldwin Hills, the Alta team led a team developing trailheads and wayfinding to create a universally accessible, seamless trail that connects urban residents with the natural coast, many miles of which could only be reached through steep terrain.

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2025

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

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

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED Alta Planning + Design, Inc. 101 SW Main St., Ste 2000 Portland, OR 97204	INSURER A: Liberty Mutual Fire Insurance Company — NAIC # 23035 INSURER B: Liberty Insurance Corporation — 42404 INSURER C: American Guarantee and Liability Insurance — 26247 INSURER D: Allied World Surplus Lines Insurance Compa — 24319 INSURER E: Indemnity National Insurance Company — 18468 INSURER F: RSUI Indemnity Company — 22314

COVERAGES **CERTIFICATE NUMBER:** W41086649 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		TB2-641-446161-054	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		AS7-641-446161-044	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AUC 8344746-01	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC7-641-446161-064	12/31/2024	12/31/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab incl Pollution			0313-8987	12/31/2024	12/31/2025	Each Claim Limit Policy Aggregate	$5,000,000 $5,000,000

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

Job Project Location: 2500343 - Placentia CA Atwood Multipurpose Trail

SEE ATTACHED

CERTIFICATE HOLDER

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.		Alta Planning + Design, Inc. 101 SW Main St., Ste 2000 Portland, OR 97204
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Ongoing and Completed Operations are included under the General Liability policy.

Coverage for Contractual Liability is provided under General Liability policy.

City of Placentia, its officers, officials, agents, employees, and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: Indemnity National Insurance Company NAIC#: 18468
POLICY NUMBER: XS001814 24 EFF DATE: 12/31/2024 EXP DATE: 12/31/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Each Occurrence	$1,500,000
	excess	$2,000,000

INSURER AFFORDING COVERAGE: RSUI Indemnity Company NAIC#: 22314
POLICY NUMBER: NHA604323 EFF DATE: 12/31/2024 EXP DATE: 12/31/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Each Occurrence	$1,500,000
	excess	$2,000,000

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SR ID: 28718291 BATCH: 4174971 CERT: W41086649

POLICY NUMBER: AS7-641-446161-044
ISSUED BY: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NOTICE OF CANCELLATION TO THIRD PARTIES.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKERS EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

SCHEDULE

Name of Other Person(s)/ Organization(s):	Email Address of mailing address:	Number of Days Notice:
Per file on Schedule with the Company		30 days

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

LIM 99 01 05 11

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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

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule

Name Of Additional Insured Person(s) Or Organization(s):	**Location(s) Of Covered Operations**
Any person or organization you are required to name as an Additional Insured in a written contract or agreement	All locations as required by written contract or agreement entered into prior to an "occurrence" or offense

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

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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

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Schedule

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization you are required to name as an Additional Insured in a written contract or agreement	All locations as required by written contract or agreement entered into prior to an "occurrence" or offense where the written contract or agreement obligates you to procure completed operations coverage for the Additional Insured

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

 © Insurance Services Office, Inc., 2018

POLICY NUMBER: TB2-641-446161-054
ISSUED BY: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NOTICE OF CANCELLATION TO THIRD PARTIES.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKERS EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

SCHEDULE

Name of Other Person(s)/ Organization(s):	Email Address of mailing address:	Number of Days Notice:
Per file on Schedule with the Company		30 days

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

LIM 99 01 05 11

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Policy Number TB2-641-446161-054
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

Schedule

Name of Person(s) or Organization(s):

Where required by written contract

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ENDORSEMENT NO. 5

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This Endorsement, effective at 12:01 a.m. on December 31, 2024, forms part of

Policy No.	0313-8987
Issued to	Trilon Group, LLC
Issued by	Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that:

In the event that the **Company** cancels this Policy for any reason other than nonpayment of premium, and

1. the cancellation effective date is prior to this Policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this Policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Company**, either directly or through its broker of record, the email address of the contact at such entity; and

3. the **Company** receives this information after the **First Named Insured** receives notice of cancellation of this Policy and prior to this Policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Company**;

the **Company** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders not later than thirty (30) days before the effective date of cancellation.

Proof of the **Company** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Company** has fully satisfied its obligations under this Endorsement.

This Endorsement does not affect, in any way, coverage provided under this Policy or the cancellation of this Policy or the effective date thereof, nor shall this Endorsement invest any rights in any entity not insured under this Policy.

Any failure on the **Insurer's** part to deliver the Advice will not impose liability of any kind upon the **Insurer** or invalidate the cancellation.

Any Certificate Holder is not an **Insured** or a Loss Payee under this Policy. No coverage will be available under this Policy for any **Claim** brought by or against any Certificate Holder.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization you are required to add as an Additional Insured in a written contract or agreement.

In the state of Wisconsin, the premium charge is **2.0%** of the total manual premium plus EL Increased Limits, subject to a minimum premium of $50 per policy.

Issued by: Liberty Insurance Corp.

For attachment to Policy No. WC7-641-446161-064
Effective Date 12/31/2024
Premium $ Incl.
Issued to: Trilon Group, LLC

NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on file with the Company	Per Schedule on file with the Company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-641-446161-064 Effective Date Premium $

Issued to Trilon Group, LLC Endorsement No.

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2500343 Agreement

Final Audit Report 2025-10-23

Created:	2025-10-23
By:	Alta Planning + Design, Inc. Contracts Department (contracts@altaplanning.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALDW82Pql5XwGfTn-5h3QesNZMGEAbmKC

"2500343 Agreement" History

Document created by Alta Planning + Design, Inc. Contracts Department (contracts@altaplanning.com)
2025-10-23 - 11:06:37 PM GMT- IP address: 76.144.110.44

Document emailed to stevenfrieson@altago.com for signature
2025-10-23 - 11:08:14 PM GMT

Email viewed by stevenfrieson@altago.com
2025-10-23 - 11:08:18 PM GMT- IP address: 34.239.14.59

Signer stevenfrieson@altago.com entered name at signing as Steven Frieson
2025-10-23 - 11:26:09 PM GMT- IP address: 172.251.21.61

Document e-signed by Steven Frieson (stevenfrieson@altago.com)
Signature Date: 2025-10-23 - 11:26:11 PM GMT - Time Source: server- IP address: 172.251.21.61

Agreement completed.
2025-10-23 - 11:26:11 PM GMT

Agenda Item No: 1.e

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 4, 2025

Submitted by: Joe Lambert

From: Development Services

Subject:

SECOND READING AND ADOPTION OF 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.

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 7, 2025, City Council conducted a continued Public Hearing to consider the Chapman Corridor Revitalization Plan which includes the adoption of the Chapman Corridor Revitalization Plan document, 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 and related development standards.

Subsequent to closing the Public Hearing, City Council adopted 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); 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.

Additionally, City Council conducted first reading of 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. Ordinance No. O-2025-08 has been prepared for Second Reading and adoption.

Recommendation:
Recommend Action: It is recommended that the City Council:
Waive full reading, by title only, and adopt 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 Five Year Strategic Plan, Goal 3: Promote Community and Economic Development, specifically, Objective 3.5: Initiate the Chapman Corridor Specific Plan and Objective 3.6: 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:
On October 7, 2025, City Council conducted a continued Public Hearing to consider the Chapman Corridor Revitalization Plan which includes the adoption of the Chapman Corridor Revitalization Plan document, 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 and related development standards. Subsequent to closing the Public Hearing, City Council adopted 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); 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.

Additionally, City Council conducted first reading of 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. Ordinance No. O-2025-08 has been prepared for Second Reading and adoption.

Adoption of Ordinance No. O-2025-08 is consistent with the City of Placentia General Plan. 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.

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.

City Council adopted Resolution No. R-2025-48, on October 7, 2025, 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). By adopting Resolution No. R-2025-48, City Council has also found that Second Reading and adoption of Ordinance No. O-2025-08 is exempt under State California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), and a Notice of Exemption will be filed subsequent to adoption of the subject Ordinance.

CONCLUSION:

As one of the few gateways to the City of Placentia, the Chapman Corridor Revitalization Plan allows for a vibrant mix of uses, with appropriate development and design 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. 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. As previously stated, the Chapman Corridor is also consistent with the 2019 General Plan which specifically calls for the creation of a Chapman Corridor Revitalization Plan.

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. and 1.a.b.Ordinance O-2025-08.docx
1.c.CCRP.pdf

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, and said public hearing was continued to October 7, 2025, at which times 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 31st 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 7th day of October 2025.

PASSED, APPROVED AND ADOPTED this 4th day of November 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 7th day of October 2025, and adopted at a regular meeting of the City Council of the City of Placentia, held on the 4th day of November 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

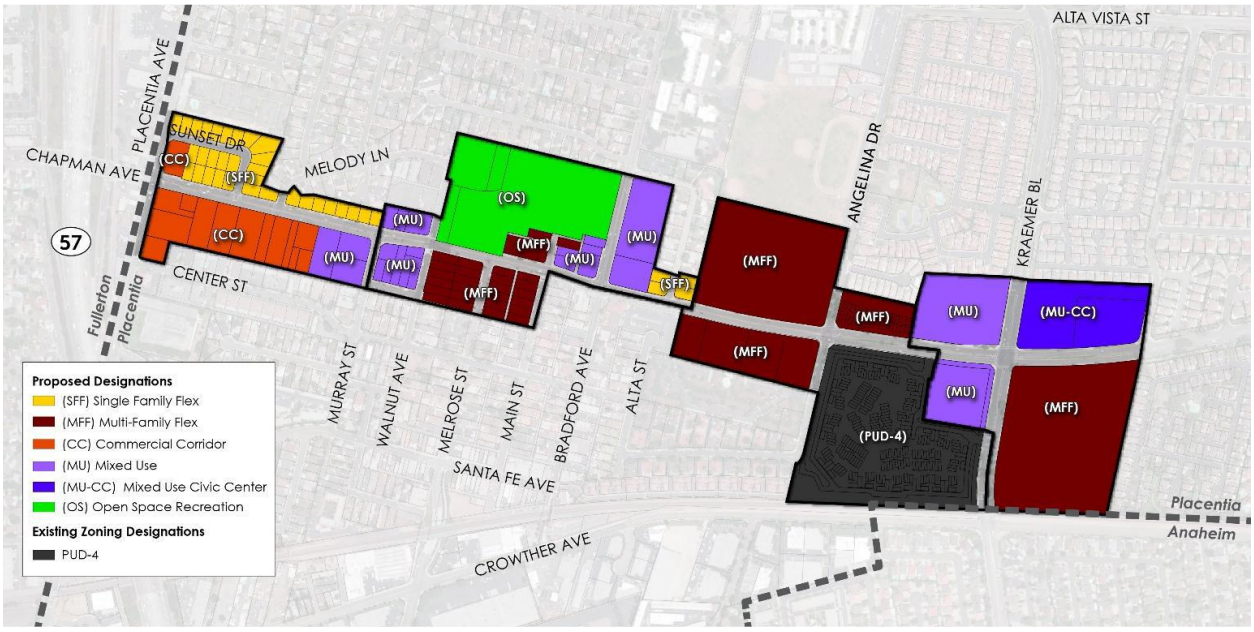

EXHIBIT "B"

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
CCSP	**Chapman Corridor Specific Plan**

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

Final Version: November 2025

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

PREPARED BY:
PLACEWORKS

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Appendix

Appendix A: Economic Study

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1 INTRODUCTION

Figure 1-1: Plan Area Map

1.1 Purpose

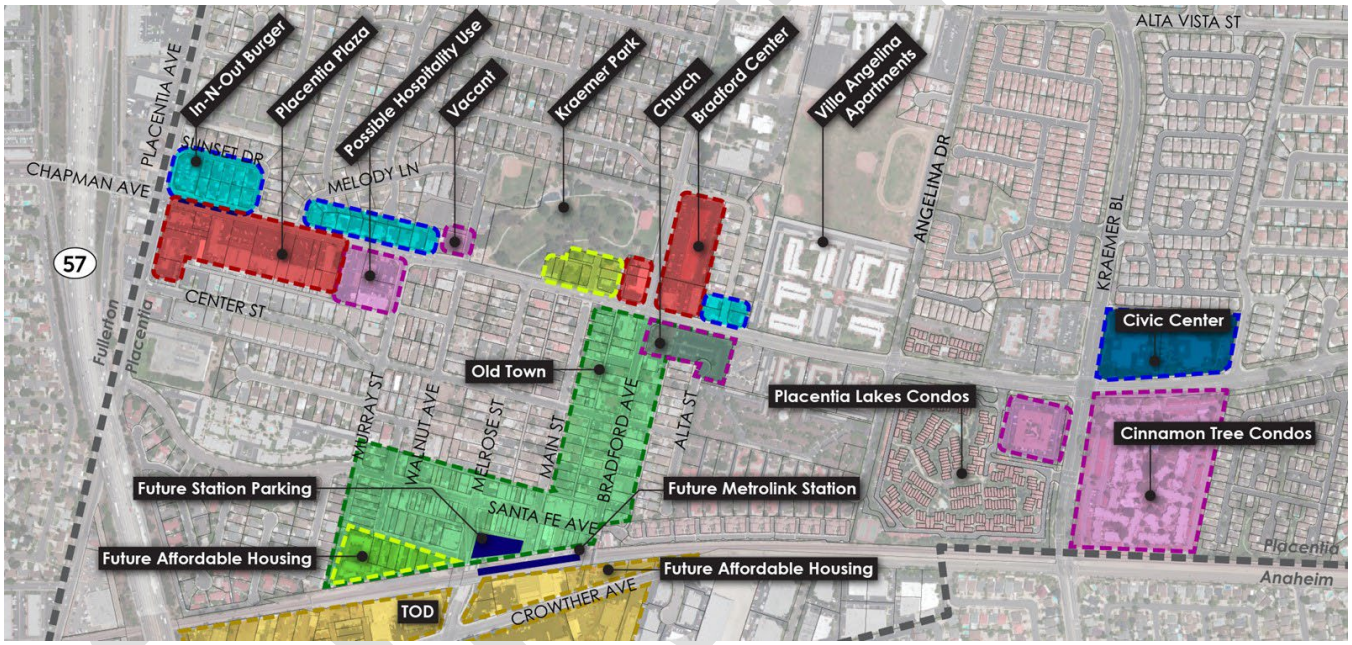
As a gateway to the City of Placentia, the Chapman Corridor Revitalization Plan aims to allow for a vibrant mix of uses and development standards to stimulate the economic and social environment of the Chapman Corridor. Revitalizing this corridor will create an inviting entry that welcomes residents and visitors while providing connections to the adjacent districts and the City's Civic Center. 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 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 Chapman Corridor.

As shown on Figure 1-1, *Plan Area Map*, the Plan boundary encompasses a one-mile stretch of Chapman Avenue between Placentia Avenue and the Civic Center and Cinnamon Tree Condos just beyond the intersection of Chapman and Kraemer.

1.2 Background

Placentia is a city with a rich heritage and bright future. The City has already accomplished a tremendous amount of work to build on, with Old Town Placentia and the Transit Oriented Development Packing House Districts both allowing for new mixed-use projects and capitalizing on the forthcoming Metrolink station. The Chapman Corridor is a western gateway to the city and these unique areas. Revitalizing this corridor will create an inviting entry that welcomes residents and visitors while providing a connection to the adjacent districts and the City's Civic Center, as shown on Figure 1-2.

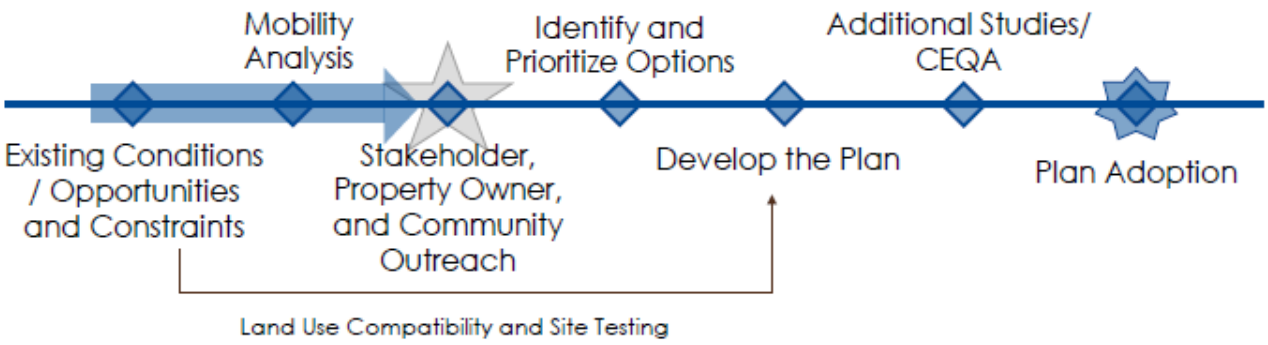
Figure 1-2: Area Context



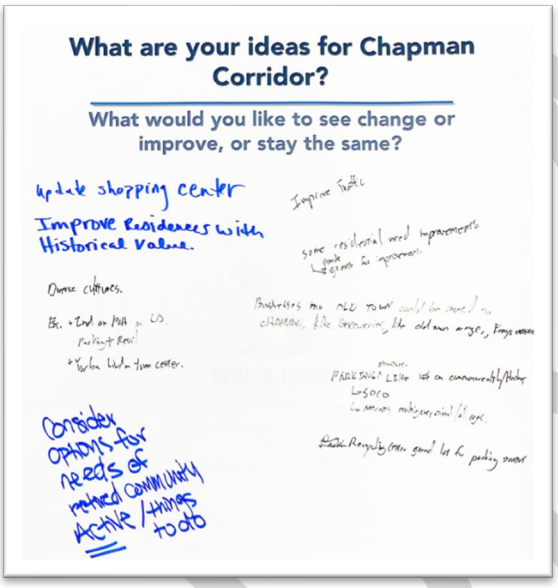
1.3 Community Outreach

During preparation of the Chapman Corridor Revitalization Plan, a series of community meetings and workshops were conducted to gather the community's input and insight (see Figure 1-3). Outreach for the Plan included a community workshop, an online survey, and two City Council study sessions. These community conversations solicited invaluable feedback and data to help inform the vision, values, policies, and design elements of the Plan.

Figure 1-3: Project Process



1.3.1 Community Workshop



The City of Placentia hosted a citywide 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. Question prompts for stations included: Where do you live and work? 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 Appendix A.

1.3.2 Survey

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 Plan website, 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 Appendix A.

1.3.3 City Council Study Sessions

Two study sessions were held with City Council to give updates about the project and get input along the way. City staff and the consultant team provided details on community outreach, land plan, and circulation options. Study sessions were held on February 7 and October 3, 2023.

1.4 Setting and Boundary (Existing Conditions)

1.4.1 Existing Land Uses

Figure 1-4, *Existing Land Use Map*, shows existing land uses in the Plan area using data from the Southern California Association of Government (SCAG). The area primarily consists of multifamily residential, single-family residential, and commercial and services uses. Kraemer Park makes up 11 percent of the total area and is centrally located in the corridor (see Figure 1-5).

Key destinations in the Plan area include Northgate Market, In-N-Out Burger, Kraemer Park, and the Placentia Civic Center. Multifamily developments along Chapman Avenue include Villa Angelina, Chapman Woods, and Camino Pueblo and El Rancho apartments.

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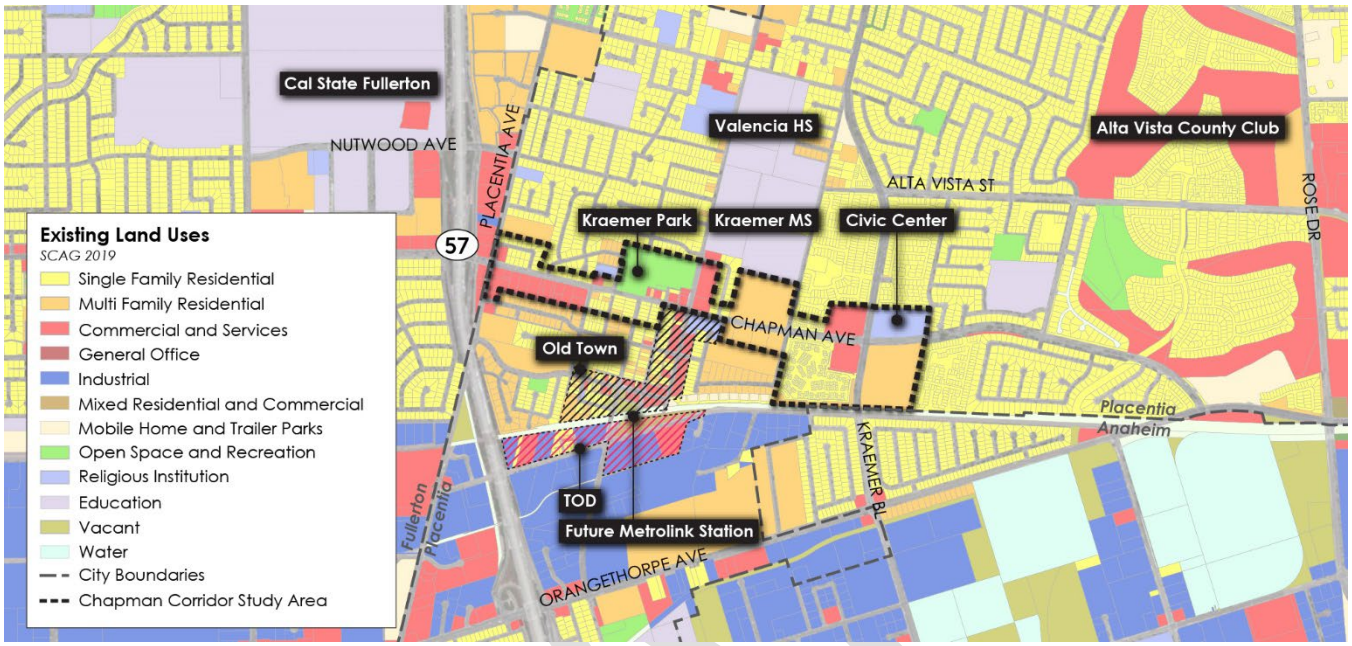
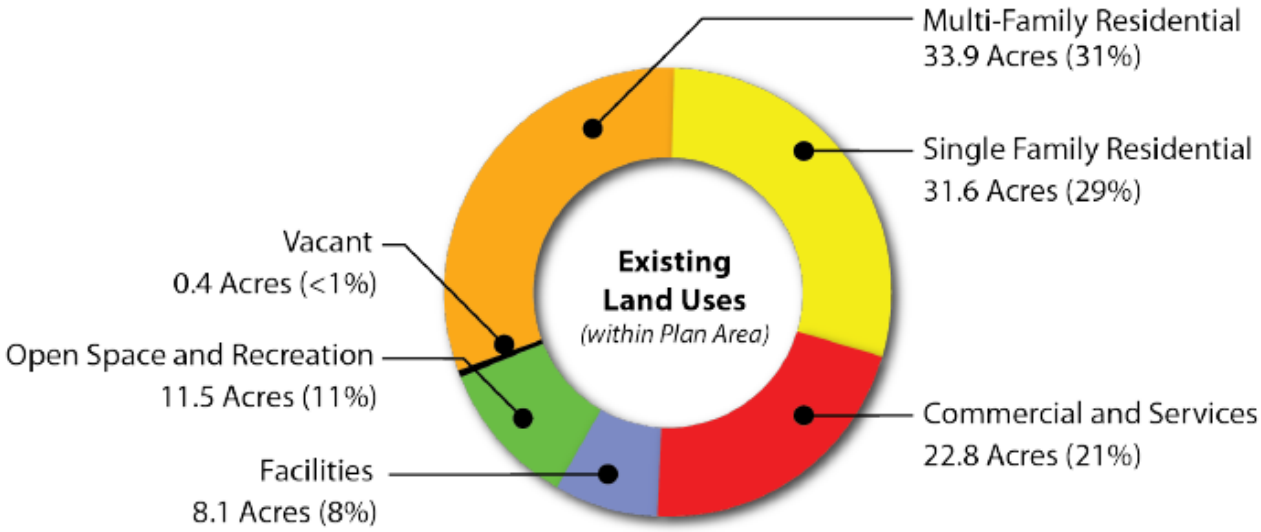
Figure 1-4: Existing Land Use Map, SCAG 2019



Note: Figure 1-4: Existing Land Use Data is provided by the Southern California Association of Governments at a regional level. Existing Land Use Map is intended to represent existing on the ground uses. For regulatory land use requirements, see Chapter 3 Land Use.

Figure 1-5: Land Use Distribution Chart, SCAG 2019

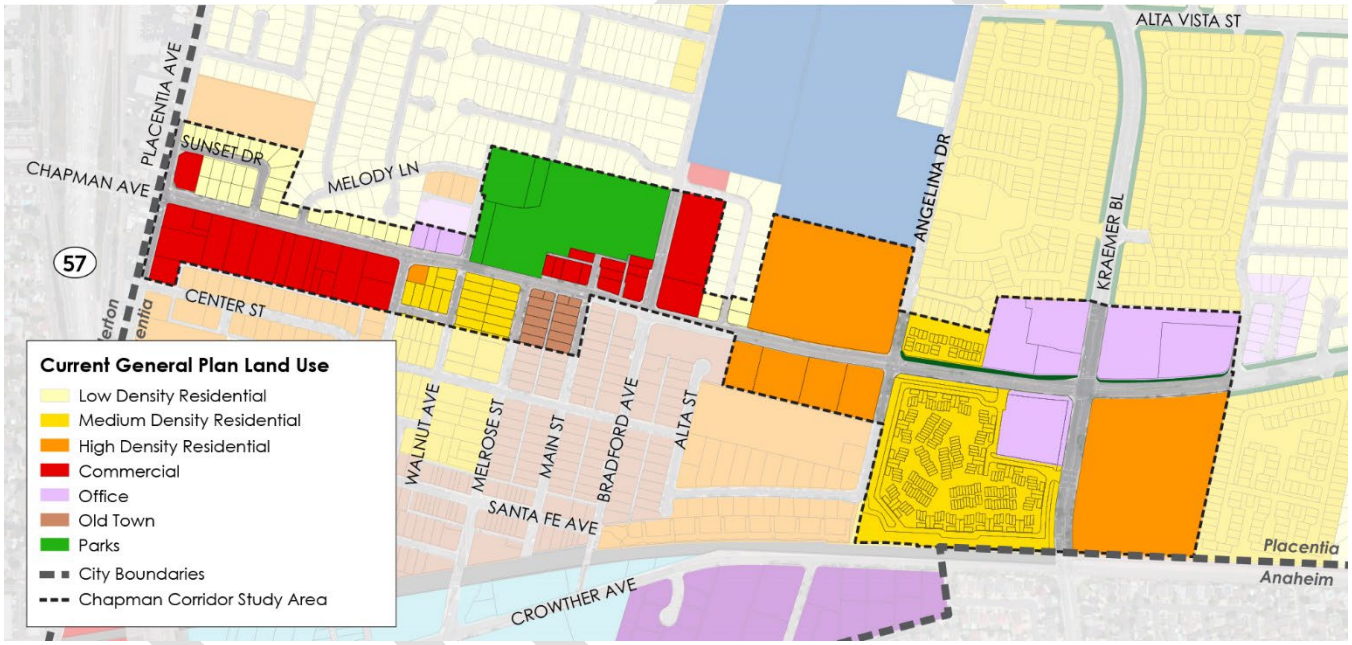


1.5 Relevant Plans and Projects

1.5.1 General Plan

On October 1, 2019, City Council adopted a comprehensive General Plan update. This update included all elements of the General Plan except the housing element, which was updated as part of the required 6th-cycle Regional Housing Needs Assessment. 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. This Plan is consistent with the General Plan land use designations and policies (see Figure 1-6).

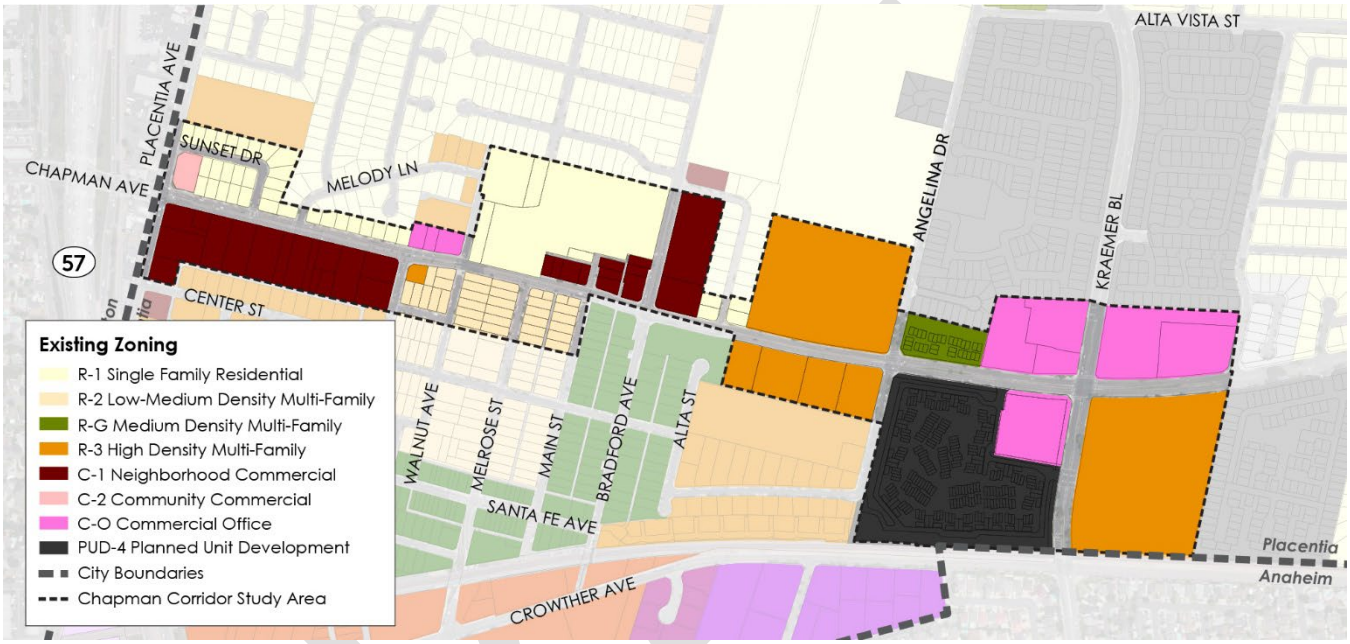
Figure 1-6: Current General Plan Land Use Map, City of Placentia 2024



1.5.2 Current Zoning

The City's current zoning on Figure 1-7 reflects existing land uses shown on Figure 1-4. This Plan creates new zoning designations for the Chapman Corridor that will replace the existing zoning.

Figure 1-7: Current Zoning Map (2023)



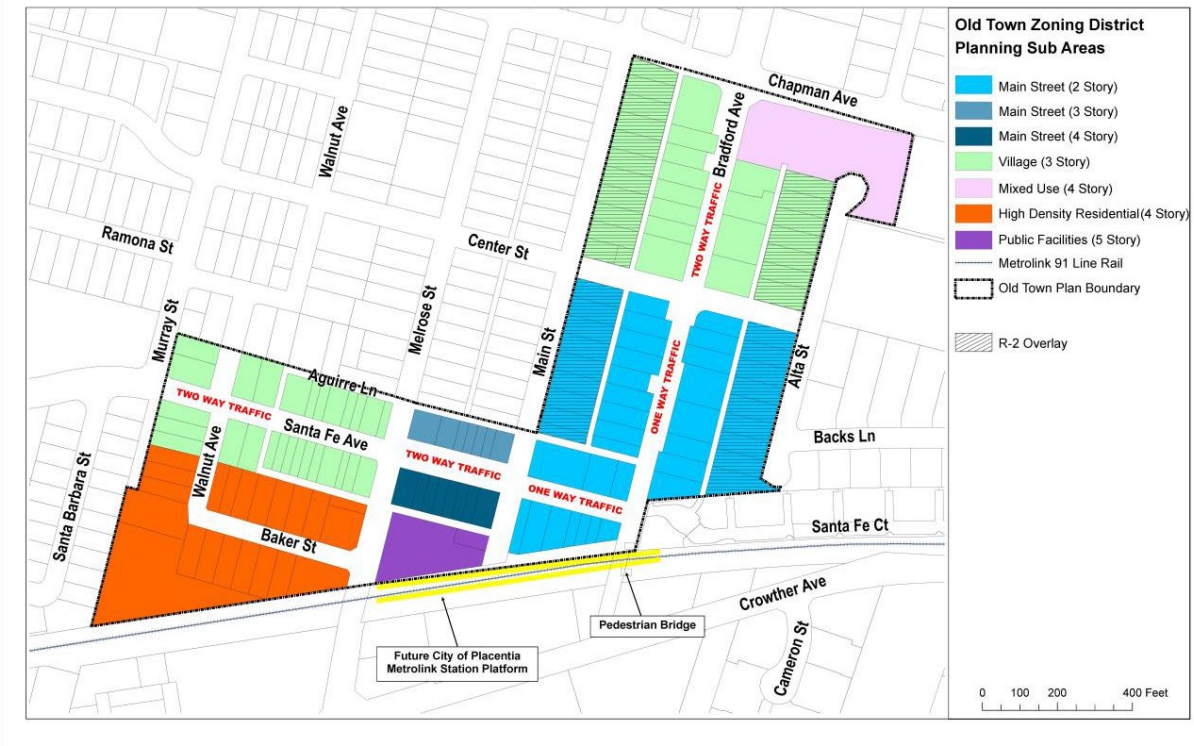
1.5.3 Old Town Revitalization Plan and Streetscape Master Plan

Old Town Revitalization Plan

The Old Town Revitalization Plan, adopted in 2017, is a comprehensive plan for the revitalization, activation, and growth of the City's original central business district, founded in 1910 near the site of the original Placentia train depot and citrus packing houses. The area sits at the southern edge of the Chapman Corridor Revitalization Plan between Main Street and Alta Street and extends to the future Metrolink Station at Santa Fe Avenue (see Figure 1-8).

Old Town has specific development standards and zoning districts within its boundaries. The area along Chapman Avenue and Bradford Avenue is identified as the Village Subarea. The Village Subarea allows for three stories with setbacks and new walkable retail and office uses. The area east of Bradford Avenue is identified as Mixed-Use Subarea. The Mixed-Use subarea allows for four stories and provides for a mix of concentrated urban housing types, with some commercial uses within convenient walking distance of the Main Street and Village subareas.

Figure 1-8: Old Town Zoning District Planning Subareas



Old Town Streetscape Master Plan

A Streetscape Master Plan for Old Town was prepared concurrently with the Old Town Revitalization Plan. The Old Town Streetscape Master Plan identifies public realm improvements throughout Old Town. Identified improvements include tree well grates, street furniture, pedestrian lights, gateway signage, public art, and decorative traffic signals. Bike lanes are identified on Santa Fe Avenue and Bradford Avenue. Alleyway and parking lot enhancements are also identified to enhance pedestrian connectivity and safety. If a Streetscape Master Plan is developed for Chapman Corridor it should consider consistency with the Old Town Streetscape Master Plan, but site amenities may be unique to the Chapman Corridor to establish a distinct identity.

1.5.4 Enhanced Infrastructure Financing District

The City of Placentia—in partnership with the County of Orange—has established an "enhanced infrastructure financing district" near the city's future Metrolink station that includes the Old Town Placentia area and Transit Oriented Development Packing House District. The purpose of the financing district is to create a funding mechanism that can facilitate the construction of public infrastructure improvements in this area.

1.5.5 Transit Oriented Development Packing House District and Streetscape Master Plan

Transit Oriented Development (TOD) Packing House District and Expansion Project (TOD II)

In 2017, the City of Placentia adopted a TOD zoning code and general plan amendment for the Packing House District. In anticipation of the future Metrolink station, the amendment to the zoning code includes specific standards to allow a mixed-use, pedestrian-oriented retail and residential district, creating new development opportunities for a one-of-a-kind destination. This amendment supports retail and restaurant businesses while growing the city's local economy and encouraging mixed-use residential development.

As part of the 2021-2029 housing element update, the City identified the expansion of the original TOD area as a strategy for providing new housing opportunities. The proposed Packing House District TOD Expansion Project will expand the original TOD area to encompass an additional 14.5 acres (TOD expansion area) along Crowther Avenue and allow for the development of up to 1,378 new residential units in the TOD zoning district based on an allowable density of up to 95 units per acre. The City of Placentia is both the project proponent and the lead agency for review of the project under CEQA. The Initial Study/Mitigated Negative Declaration (IS/MND) for the TOD Expansion Project is currently underway.

TOD Packing House District Streetscape Master Plan

The City of Placentia adopted a Streetscape Master Plan concurrently with the TOD Packing House District. The Streetscape Plan identifies streetscape design concepts along Crowther Avenue in the district. Improvements include bike lanes, street furniture, tree grates, landscaping, pedestrian lighting, and gateway signage.

Figure 1-9: Transit Oriented Packing House District Project Area

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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.

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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

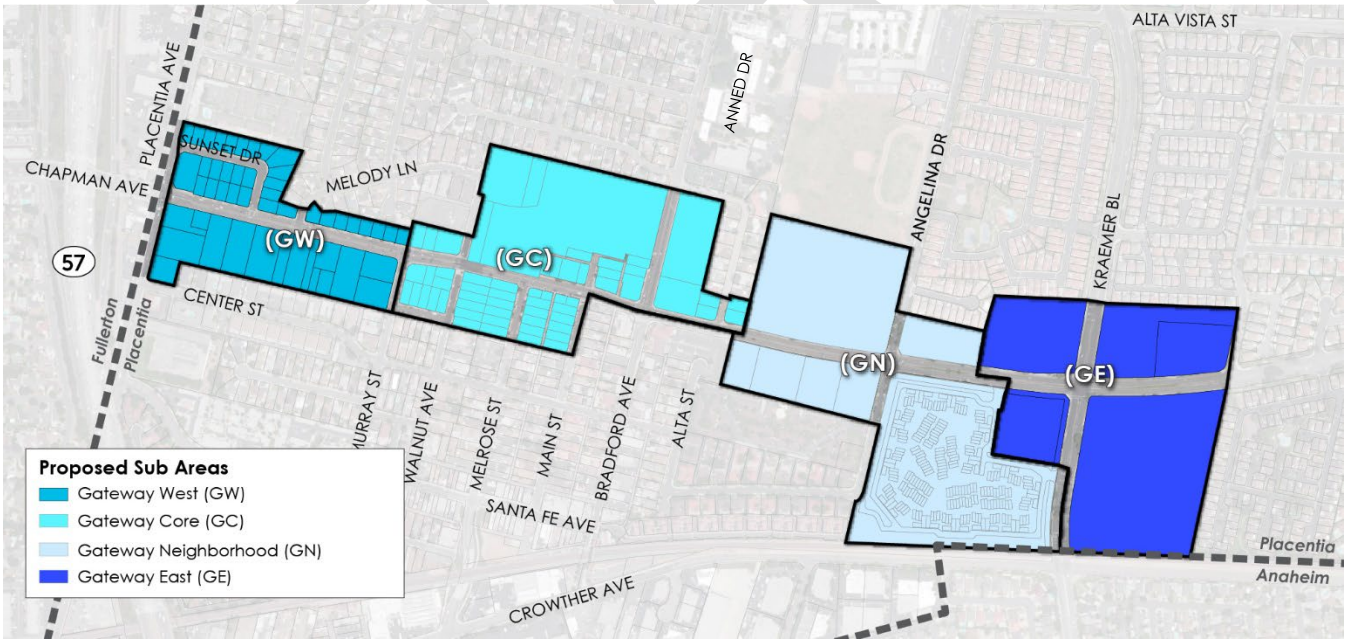

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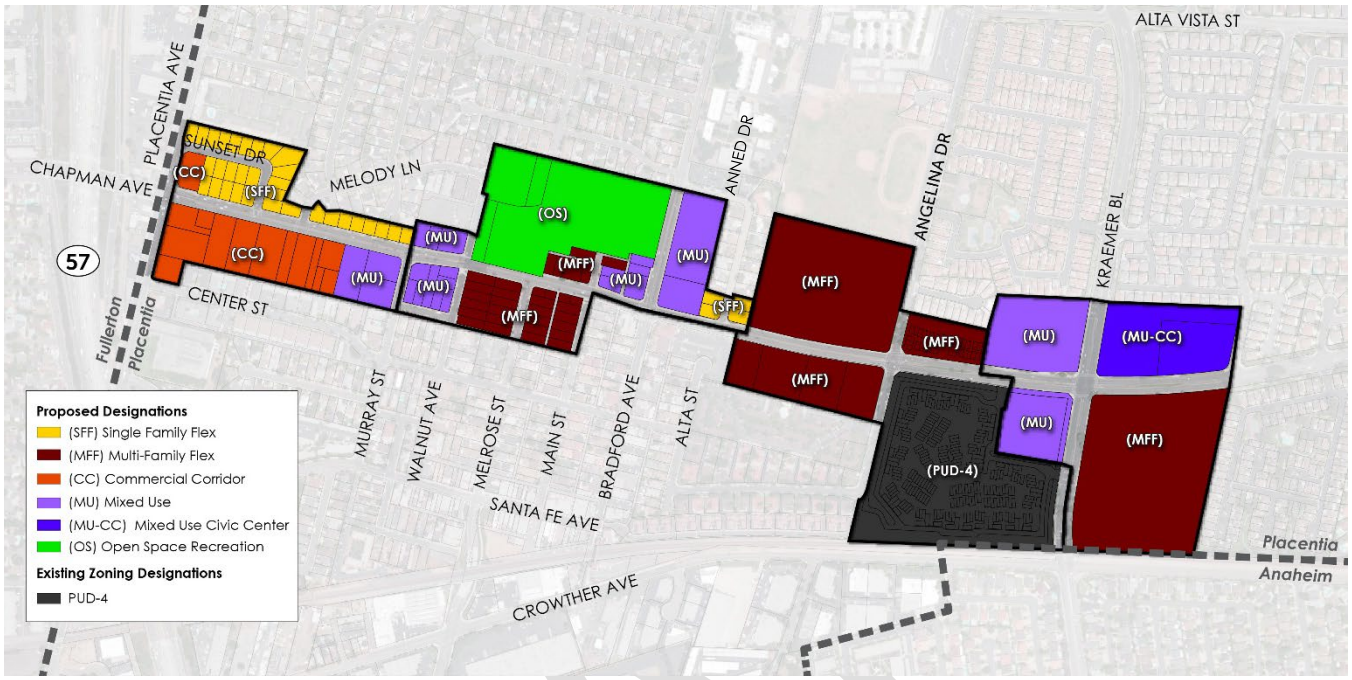
Figure 3-2: Proposed Land Use Plan



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.

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Table 3.1: Proposed Buildout Statistical Summary

Designation	Acreage	Max Density (DU/AC)	Max FAR	Target Residential Dwelling Units	Target Non-residential Square Feet
Single Family Flex (SFF)	**5.7**	**6**		**34**	
Gateway West	5.0		--	30	--
Gateway Core	0.7			4	
Mixed-Use (MU)	**15.7**	**35–45**	**-**	**339**	**112,000**
Gateway West[1]	2.1	45	1.0	35	72,000
Gateway Core	6.4	35	0.5	65	26,140
Gateway East[2]	7.5	35	0.5	239	13,860
Commercial Corridor (CC)	**7.3**		**1.0**	--	**120,000**
Gateway West					
Multifamily Flex (MFF)	**36.6**	**30–45**		**754**	
Gateway Core[2]	4.7	30	--	80	--
Gateway Neighborhood	17.8	45		400	
Gateway East	13.8	35		274	
Mixed-Use Civic Center (MU-CI)	**6.0**	**45**	**0.35**	**272**	--
Gateway East					
Open Space Recreation (OS-R)	**11.4**	--	**.02**	--	**9,990**
Gateway Core					
Planned Unit Development (PUD-4)	**17.1**	**15**	--	**254**	--
ROW	**20.5**	--	--	--	--
Total	**120.4**	--	--	**1,653**	**241,900**

Source: Economic 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.*

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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 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 five stories high, and parking is in the first two stories. The City of Placentia has identified this project as a catalyst site.

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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. 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.

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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	
Recreation, Education, Public Assembly Uses							
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	

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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	
Residential Uses							
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	
Retail/Commercial Uses							
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.

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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**	
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	Includes thrift and second hand stores.
General Retail: 5,000 sf to 20,000 sf	UP	NP	P	NP	UP	UP	Includes thrift and second hand stores.

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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	Includes thrift and second hand stores.
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.

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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	
Services: Business, Financial, Medical, Professional							
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.

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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.
Services – General							
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 Requires HCED recommendation (see Chapter 7)
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	

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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**	
Transportation, Communications & Infrastructure							
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.

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4 DEVELOPMENT STANDARDS

4.1 Introduction

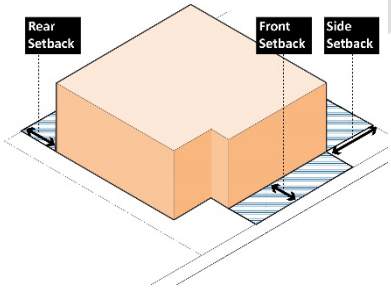
This chapter establishes land use and design requirements for the Chapman Corridor Revitalization Plan (CCRP) area. These regulations include building heights, setbacks, parking requirements, open space, and building form standards. The standards are consistent with and implement the applicable goals 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:

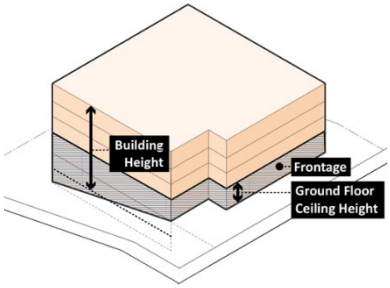
- Residential: Single Family Flex, Multi Family Flex
- Non-residential: Commercial Corridor
- Mixed-Use: Mixed-Use, Mixed-Use Civic Center

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.

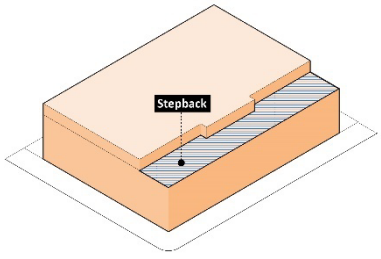
Throughout this chapter, standards are provided by land use designation and further refined by subarea. The standards address setbacks, heights, and in some cases stepbacks. The illustrations, below, are provided for reference for building height and setback standards. Additional standards that apply to all zones in the CCRP area are provided at the end of this chapter.



Setbacks



Height



Stepbacks

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.

Table 4.1: Single-Family Flex Development Standards

Subareas	GW	GC
Density (max du/ac)	6*	6
Building Height	30 feet max/ 1-2 stories	
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	a) 20 feet minimum from rear property line. b) Room Additions, Accessory Structures and Enclosed Patios: 10 feet min from rear property line. c) Patio Covers: 5 feet min from rear property line, as measured from the overhang of the patio cover.	
Allowable Setback Projections	a) Ground Floor. i. Awnings and canopies over windows: 60 inches maximum. ii. Shade structures: 15 feet maximum. iii. Bay windows: 3 feet maximum iv. Cornices, belt courses, and similar architectural features: 12 inches maximum. v. Eaves, roof overhangs: 30 inches maximum. vi. Uncovered porches, decks, and landings (may be covered by arbors or trellises): 10 feet maximum. b) Above Ground Floor. Awnings, galleries, balconies, bay windows: 48 inches maximum. c) Signs, see section 4.6. d) All projections must maintain a minimum of 8 feet vertical clearance from ground.	
Public Right-of-Way Encroachments	a) Art, as determined by the approval of the public art component of the project. b) Signs, see section 4.6. c) NOTE: Requires approval of an encroachment permit.	

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Table 4.1: Single-Family Flex Development Standards		
Subareas	**GW**	**GC**
Lighting	All lighting, exterior and interior, shall be designed and located so as to confine direct rays to the premises.	
Building Orientation	Buildings shall be oriented to the public street.	Buildings in this subarea are not required to front Chapman Avenue.
Commercial Uses, General	Only allowed on parcels fronting Chapman Avenue. All development standards above shall apply to commercial uses in the GW zone.	Not allowed.
Commercial Uses, Commercial Conversion	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.
Outdoor Dining	a) Outdoor dining allowed in conjunction with café or restaurant use only. 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 must be within the front setback area or rear yard and may not encroach into the public right-of-way. d) Background music and speakers, and live entertainment are prohibited in Outdoor Dining Areas, unless otherwise approved by the City. 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. f) See Chapter 5 Section 5.15 Outdoor Dining of this Plan for design related standards.	Not Allowed.

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Table 4.1: Single-Family Flex Development Standards		
Subareas	**GW**	**GC**
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.* *If the standards of the zone are silent on a particular topic, the R-1 standards of the PMC shall apply.*		

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.

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Table 4.2: Multi-Family Flex Development Standards			
Subareas	**GC**	**GN**	**GE**
Density (max du/ac)	30	45	35
Building Height*	35 feet max. / 1-3 stories. 30 feet max / 1-2 stories 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. 1-3 stories.	
Lot Size	10,000 square feet minimum		
Setbacks (General)	All of the required setback area shall be landscaped and maintained unless otherwise allowed.		
Setbacks Front	15 feet minimum.		
Setbacks Side	5 feet min from property line.	10 feet minimum from property line.	
Setback Rear	a) Initial Construction: 20 feet minimum from rear property line. b) Room Additions, Accessory Structures, and Enclosed Patios: Minimum setback shall be 10 feet from rear property line. c) Patio Covers: Minimum setback shall be 5 feet from the rear property line, as measured from the overhang of the patio cover. Interior lot line. d) Buildings containing living units and accessory structures not specified in subdivision (b) of this subsection: 15 feet. e) Garages and carports: zero setback may be approved if: i. The zero setback does not abut single family residential properties ii. Garages and carports match the color, materials, and roof slope of the main structures in the project		
Allowable Setback Projections	a) Ground Floor. i. Awnings and canopies over windows: 60 inches maximum. ii. Barriers for defining outdoor dining areas such as fences, railings, planter boxes: as needed to encompass outdoor dining area. iii. Sun Shade Structures: 15 feet maximum. iv. Bay Windows: 3 feet maximum. v. Cornices, belt courses, and similar architectural features: 12 inches maximum. vi. Eaves, roof overhangs: 30 inches maximum. vii. Uncovered porches, decks, and landings (may be covered by arbors or trellises): 10 feet maximum. b) Above Ground Floor. Awnings, galleries, balconies, bay windows: 48 inches maximum. c) For Signs, see Section 4.5. All projections must maintain a minimum of 8 feet vertical clearance from ground.		
Public Right-of- Way Encroachments (all require	a) Art, as determined by the approval of the public art component of the project. b) For signs, see Signs – Advertising Structures, 23.90 of the PMC.		

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Table 4.2: Multi-Family Flex Development Standards			
Subareas	**GC**	**GN**	**GE**
approval of an encroachment permit)			
Building Separation	15 feet min.		
Building Orientation	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.	
Site Design	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. b) If adjacent to a single-family zone, the third floor shall be stepped back a minimum of 10 feet. c) Garages and parking areas shall not front onto Chapman Avenue. d) Street frontage devoted to driveways and vehicular access shall be minimized to the greatest extent possible. e) Consolidated driveways are encouraged along Chapman Avenue.		
Open Space Common and Private Minimum Requirements	a) 200 square feet per dwelling unit (total common and private) b) Minimum Dimensions: i. Private areas: 7 feet in any direction ii. Common areas: 20 feet in any direction		
Types of Common Open Space Permitted	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.		
NOTE: If the Standards of the MFF zone are silent on a particular topic, the R-3 standards of the PMC shall apply. *The greater of the stated maximum building height or number of stories shall apply.			

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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.

Table 4.3: Commercial Corridor Development Standards	
Land Use Designation	**Commercial Corridor (CC)**
Subarea	**GW**
Intensity (Floor Area Ratio)	1.0
Height	35 feet max. / 1-3 stories
Ground Floor Height	15 feet floor to ceiling height.
Setbacks (General)	All of the required setback area shall be landscaped and maintained unless otherwise allowed.
Setbacks Front	15 feet min.
Setbacks Side and Rear	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.
Allowable Setback Projections	a) Ground Floor. i. Awnings and canopies over windows: 60 inches maximum. ii. Barriers for defining outdoor dining areas such as fences, railings, planter boxes: as needed to encompass outdoor dining area. iii. Sun Shade Structures: 15 feet maximum . iv. Bay Windows: 3 feet v. Cornices, belt courses, and similar architectural features: 12 inches maximum. vi. Eaves, roof overhangs: 30 inches. vii. Uncovered porches, decks and landings (may be covered by arbors or trellises): 10 feet maximum. b) Above Ground Floor. Awnings, galleries, balconies, bay windows: 48 inches maximum. c) For signs, see standards in Section 4.5. All projections must maintain a minimum of 8 feet vertical clearance from ground.
Public Right-of- Way Encroachments	a) Art, as determined by the approval of the public art component of the project. b) For signs, see standards in Section 4.5. c) Fences, only allowed in conjunction with a restaurant use. NOTE: Requires approval of an encroachment permit.
Frontage Requirements	A section of blank wall shall not exceed 20 linear feet without being interrupted by a window or entry or other façade treatment. Developments over 1 acre in size shall choose a frontage type from the Frontage

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Table 4.3: Commercial Corridor Development Standards	
Land Use Designation	**Commercial Corridor (CC)**
Subarea	**GW**
	Section of Chapter 5, Design Standards and Guidelines.
Building Orientation	Buildings shall be oriented to Chapman Avenue. Pedestrian connections shall be provided to Chapman Avenue.
Outdoor Dining	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.

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.

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Table 4.4: Mixed-Use Development Standards				
Land Use Designation	**Mixed-Use**			**Mixed-Use Civic Center**
Subareas	**GW**	**GC**	**GE**	**GE**
Density/ Intensity Max 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
Setbacks (General)	All of the required setback area shall be landscaped and maintained unless otherwise allowed.			
Setbacks Front	15 feet min.	10 feet min. For corner lots, a 15 foot minimum setback along both street frontages.		
Setbacks Side and Rear	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.			
Allowable Setback Projections.	a) Ground Floor. i. Awnings and canopies over windows: 60 inches maximum. ii. Barriers for defining outdoor dining areas such as fences, railings, planter boxes: as needed to encompass outdoor dining area. iii. Sun Shade Structures: 15 feet maximum. iv. Arcade: 15 feet maximum. v. Cornices, belt courses, and similar architectural features: 12 inches maximum. vi. Eaves, roof overhangs: 30 inches maximum. vii. Uncovered porches, decks and landings (may be covered by arbors or trellises): 10 feet maximum. b) Above Ground Floor. Awnings, galleries, balconies, bay windows: 48 inches maximum. c) For signs, see Section 4.5. d) All projections must maintain a minimum of 8 feet vertical clearance from ground.			
Public Right-of- Way Encroachments	a. Art, as determined by the approval of the public art component of the project. b. Signs, see Section 4.5 below. c. Outdoor Dining. d. Fences, only allowed in conjunction with a restaurant use. *NOTE: Require approval of an encroachment permit.*			

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Table 4.4: Mixed-Use Development Standards				
Land Use Designation	**Mixed-Use**			**Mixed-Use Civic Center**
Subareas	**GW**	**GC**	**GE**	**GE**
Building Height*	a. 1-4 stories—55 feet max. or as determined by the adjacency parameters below: i. If adjacent to SFF or R-1, 30 feet max. or 35-foot maximum height / up to 3 stories shall be permitted when 2 feet of additional setback is provided for every foot of additional height. ii. Hotel Use (only in GW): No portion of a hotel building shall exceed 40 feet / up to 3 stories in height within 50 feet of any residential building. Catalyst Site: 5 stories/ 65 feet max. The catalyst site may exceed maximum allowed building height by one floor, see Chapter 3, *Section 3.3 Opportunity Sites*.			40 feet max./ 1-3 stories Rear building with stepback; 30 feet max / 2 stories adjacent to single-family homes.
Ground Floor Height	Where commercial uses are on ground floors, those commercial uses shall have a minimum 15-foot height floor to ceiling.			
Frontage Requirements	A section of blank wall shall not exceed 20 linear feet without being interrupted by a window or entry or other façade treatment. Developments over 1 acre in size shall choose a frontage type from the Chapter 5 Design Guidelines, Section 5.7 Frontages, of this Plan.			
Building Orientation	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. Pedestrian connections shall be provided to Chapman Avenue.			
Open Space Common and Private Minimum Requirements	a) 200 square feet per dwelling unit (total common and private). b) Minimum Dimensions. i. Private areas: 7 feet in any direction. ii. Common areas: 20 feet in any direction. Open space and outdoor open space areas may be provided as private areas, common areas, or a combination. 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. 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.			

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Table 4.4: Mixed-Use Development Standards				
Land Use Designation	**Mixed-Use**			**Mixed-Use Civic Center**
Subareas	**GW**	**GC**	**GE**	**GE**
Types of Common Open Space Permitted	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.			
Outdoor Dining	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.			
NOTE: *The greater of the stated maximum building height or number of stories shall apply.				

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.

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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.

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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.

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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.

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 Development Services 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.

Table 4.5: Sign Standards by Use: Multi-Family Residential Use

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.

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Table 4.6: Sign Standards by Use: Non-residential Use/ Mixed-Use		
Allowed Sign	**Placement Standards**	**Maximum Number and Sign Area**
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.

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Table 4.7: Sign Standards by Use: Single-Family Flex		
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 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.

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.

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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.

4.6 Amortization and Existing Uses

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.

4.7 Fences and Walls

Must comply with Chapter 23.81 of the Placentia Municipal Code.

4.8 Trash and Recycling Enclosures

Must comply with Chapter 23.41 of the Placentia Municipal Code.

4.9 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

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.

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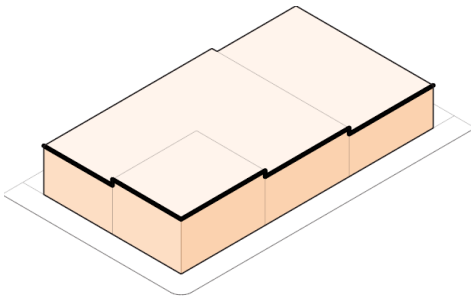
5.3 Building Height



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.

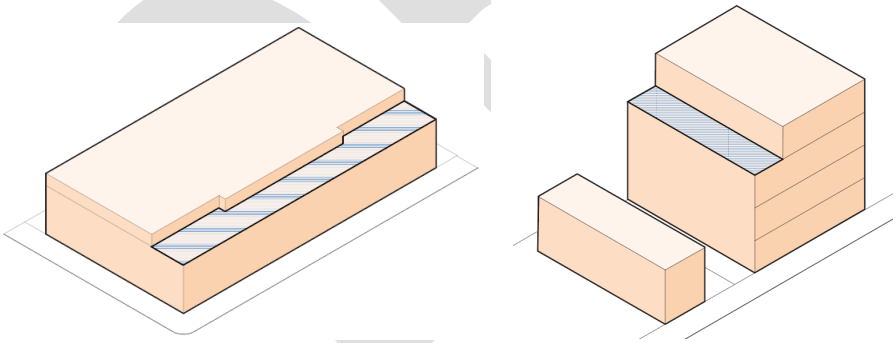
1) Development shall not exceed the height limits set in Chapter 4.

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.

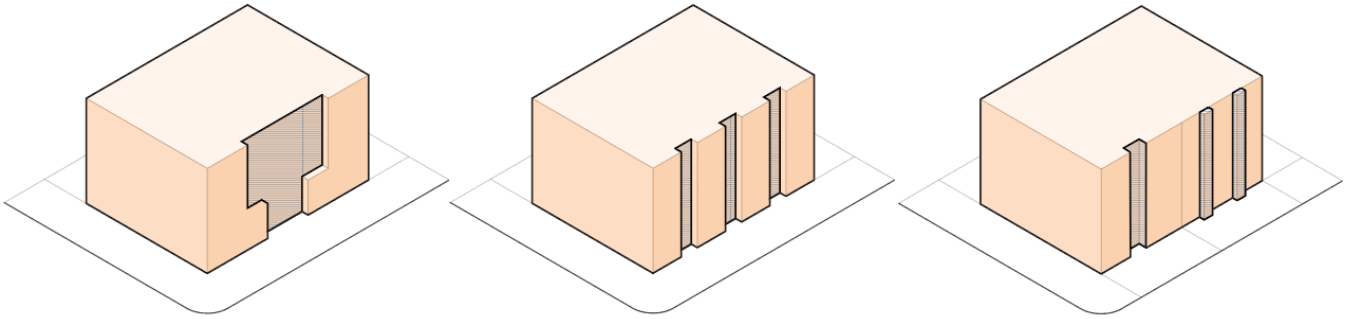
2) Stepbacks are measured from the primary façade plane. The primary façade plane is defined as the vertical plane with the greatest surface area above the ground floor.

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.

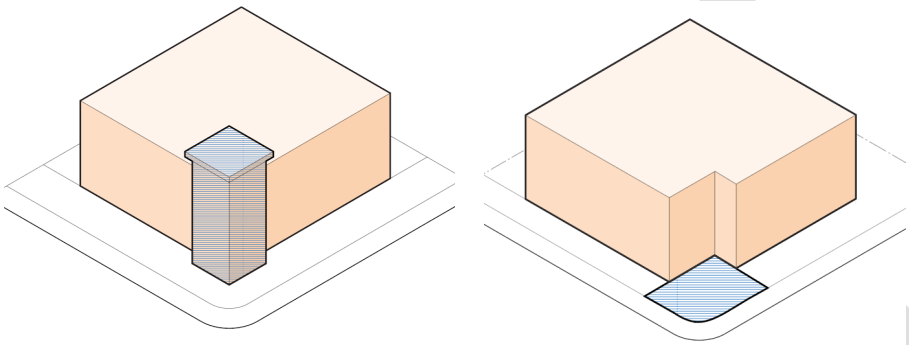
7) Building façades should be articulated with a building base, body, and roof or parapet edge.

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.

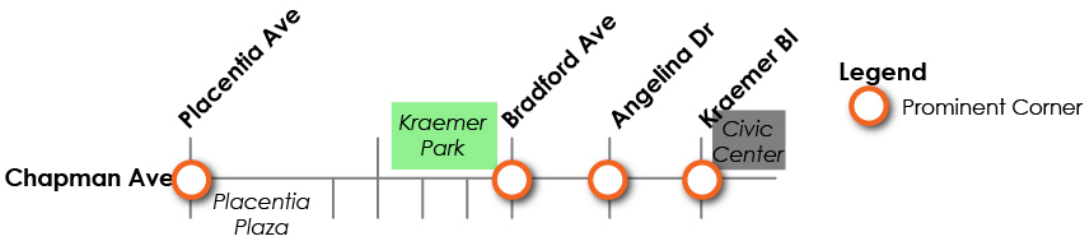
4) Canopies / Marquees. Enhanced canopies or marquees shall be provided to help create a sense of enclosure in the public realm.

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.

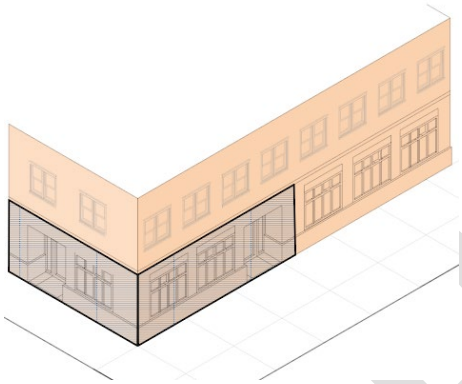
6) Stepback Exemptions. Sites designated "prominent corners" (see Figure 5-1, *Prominent Corners*) are exempt from any stepback requirements for up to 30 percent of the street-facing building facade at the corner.

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:

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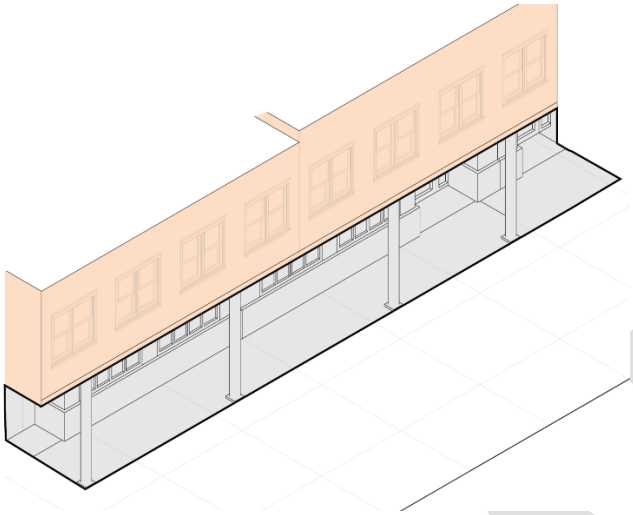
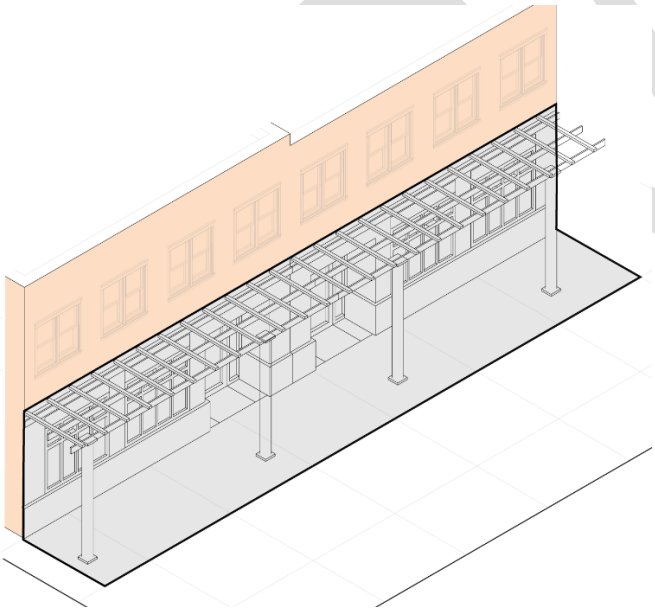
Arcade. Arcades are facades with a ground-floor colonnade that supports the upper stories of the building or, for one-story buildings, the roof. Arcades contain ground-floor shopfronts, making them ideal for retail or restaurant use, because the arcade shelters pedestrians from the sun and rain. Arcades 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.



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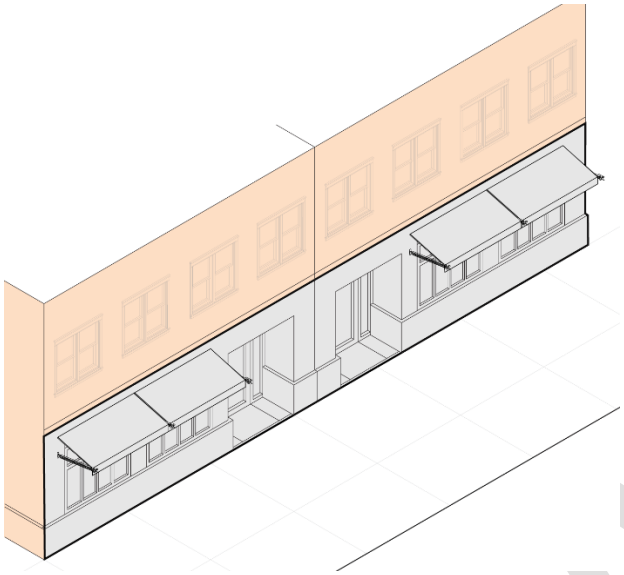
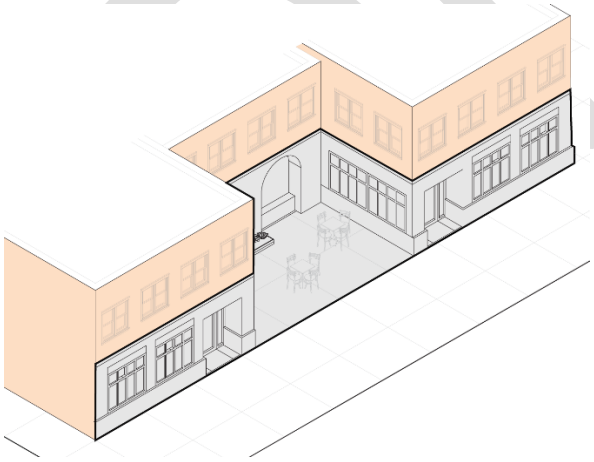
Shopfront. A shopfront is a frontage wherein the building façade and entrance are at sidewalk grade and close to the pedestrian zone. Shopfronts include large areas of transparent openings and doors and are commonly equipped with cantilevered roofs or awnings. Shopfronts typically provide access directly 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.



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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.

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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.

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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 insetting 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.

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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.

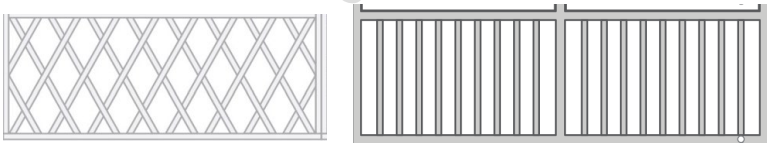
3) Artists shall create sustainable, maintainable works of art that aspire to the highest standards of innovation and aesthetic quality.

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.

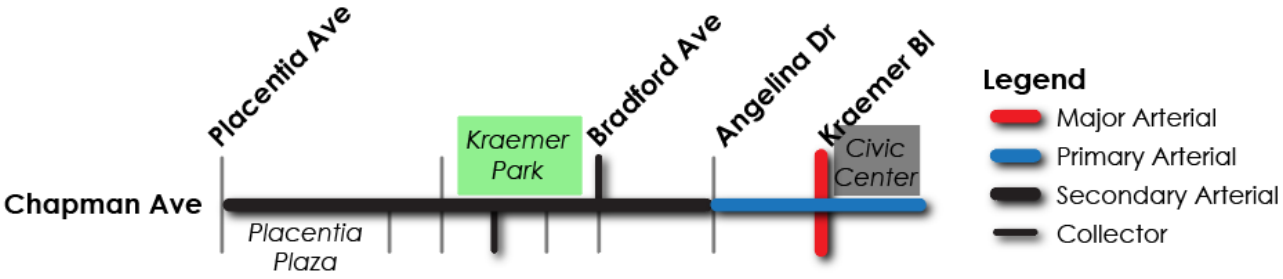
This chapter provides circulation and mobility improvements for Chapman Avenue within the Chapman Avenue Revitalization Plan (CCRP) area. While land use changes and design and development standards focus on the private realm, mobility addresses the public realm to improve accessibility and safety and 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)



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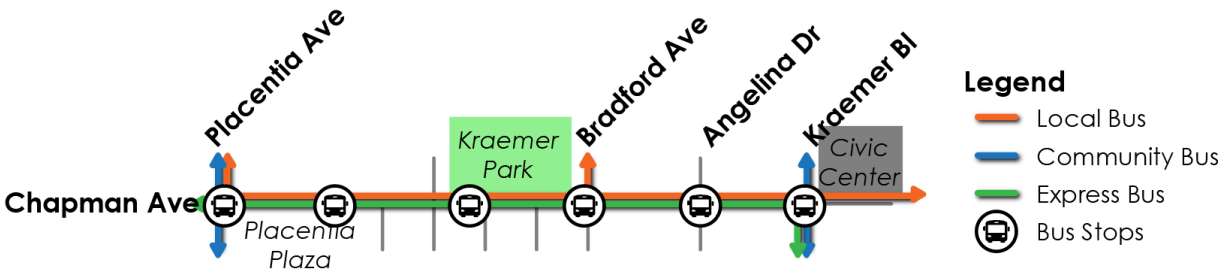
Due to traffic demand and the corridor's function as a vehicular thoroughfare, implementation of this Plan does not require the addition or removal of vehicular travel lanes. However, the proposed roadway sections have been designed to accommodate bicycle lanes that connect with the City's existing bicycle 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 planed 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

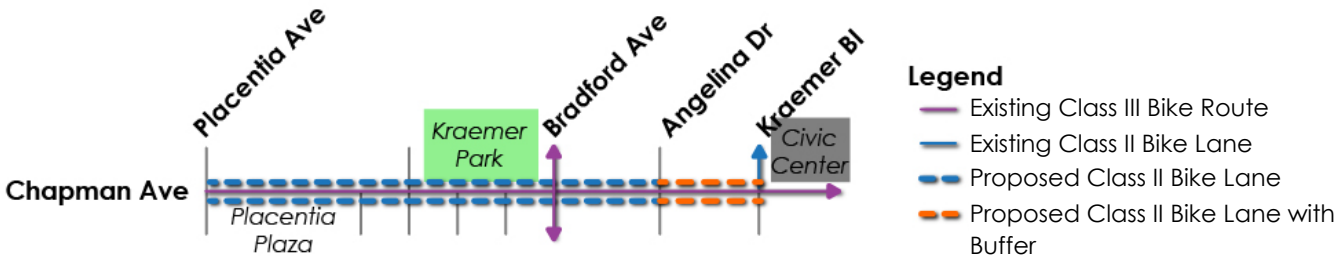
Chapman Avenue typically includes six- to eight-foot-wide sidewalks on both sides of the corridor. The existing sidewalk widths are adequate for two pedestrians to walk side by side comfortably. Where possible, street trees

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

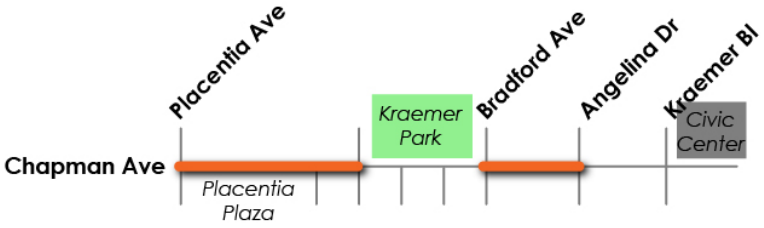


Figure 6-4b: Existing Street Section, Chapman Avenue: Placentia Avenue to Walnut Avenue, Bradford Avenue to Angelina Drive

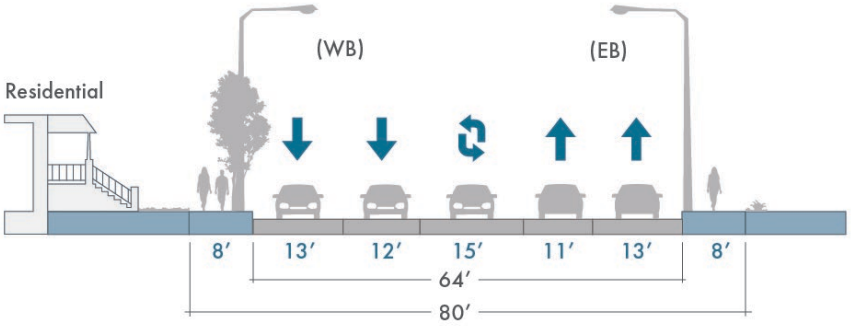
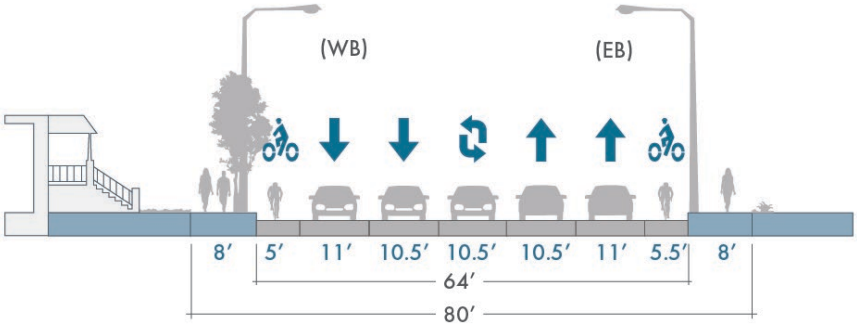


Figure 6-4c: Proposed Street Section, Chapman Avenue: Placentia Avenue to Walnut Avenue, Bradford Avenue to Angelina Drive



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

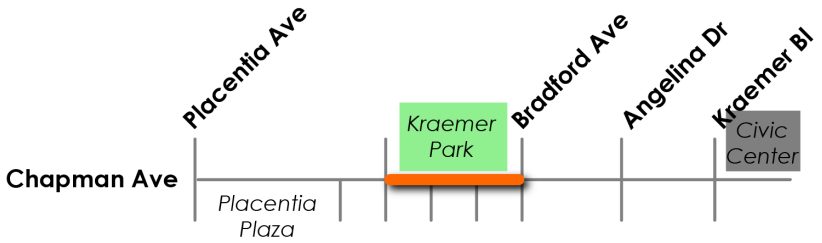


Figure 6-5b: Existing Street Section, Chapman Avenue East of Bradford Avenue

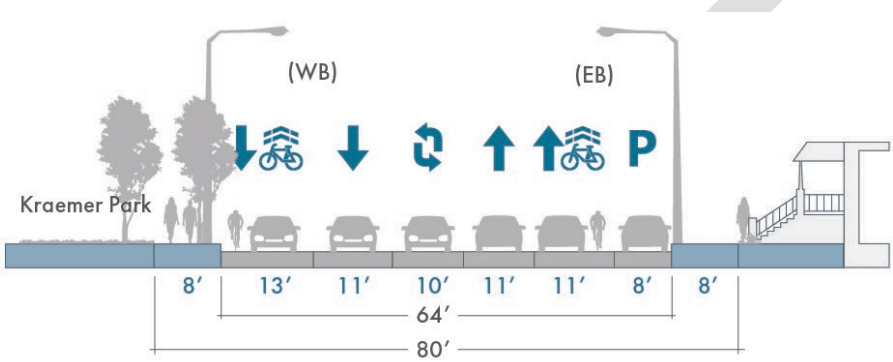
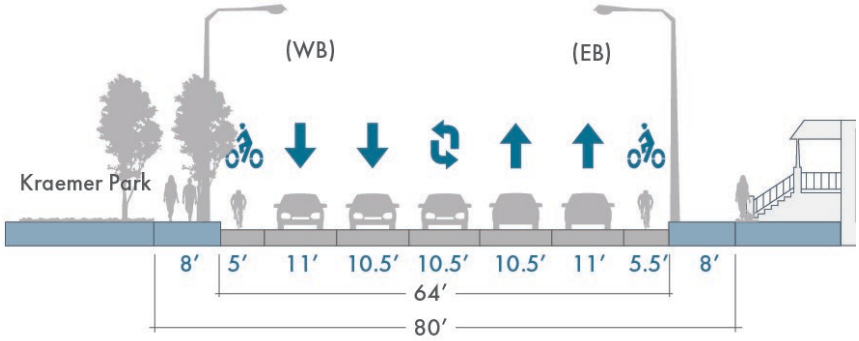


Figure 6-5c: Proposed Street Section, Chapman Avenue East of Bradford Avenue



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

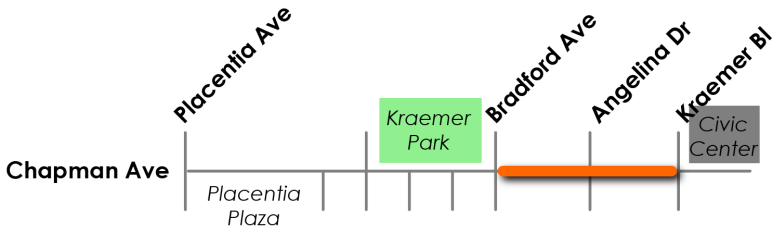


Figure 6-6b: Existing Street Section, Chapman Avenue East of Bradford Avenue

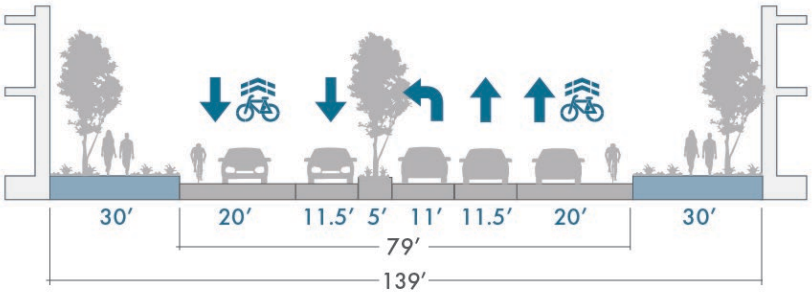
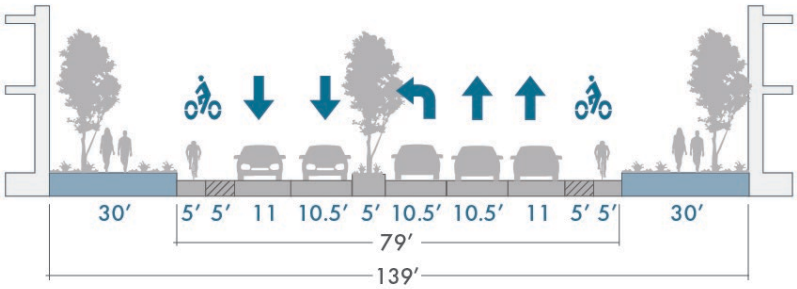


Figure 6-6c: Proposed Street Section, Chapman Avenue East of Bradford Avenue



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

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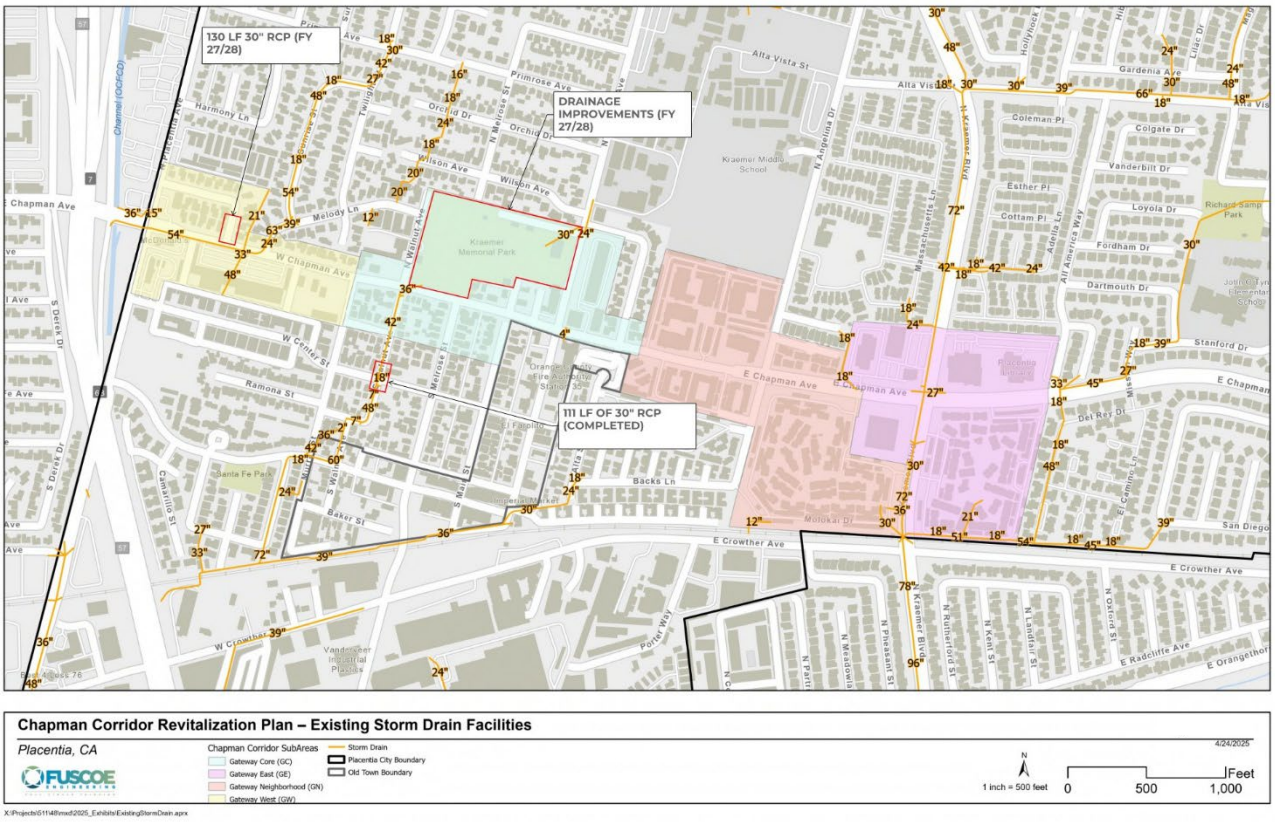
130 lineal feet of 30” RCP in Placentia Avenue from Sunset Drive to Chapman Avenue. These improvements are planned in FY 27/28 based on the 2024-2025 CIP.

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.

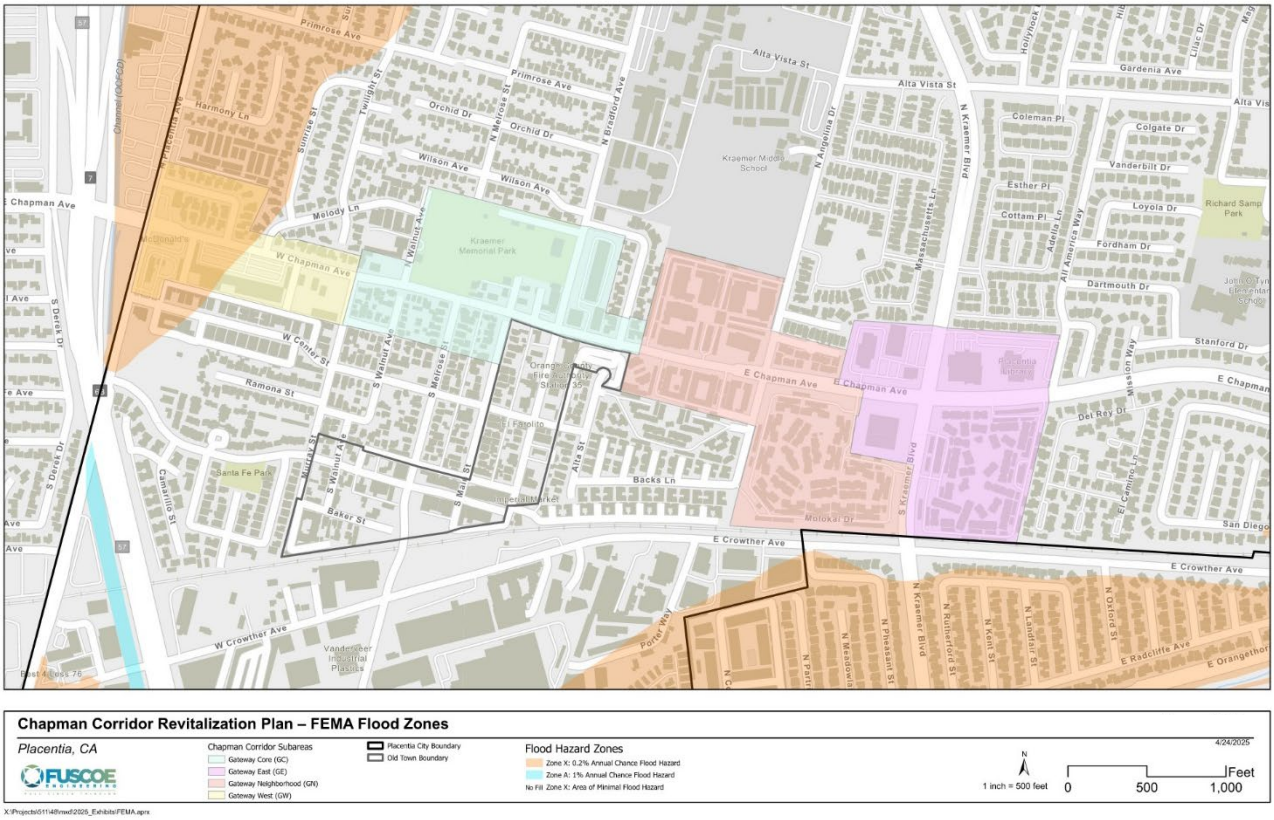
Figure 6-7 shows the storm drain system and highlights the three localized flooding areas.

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

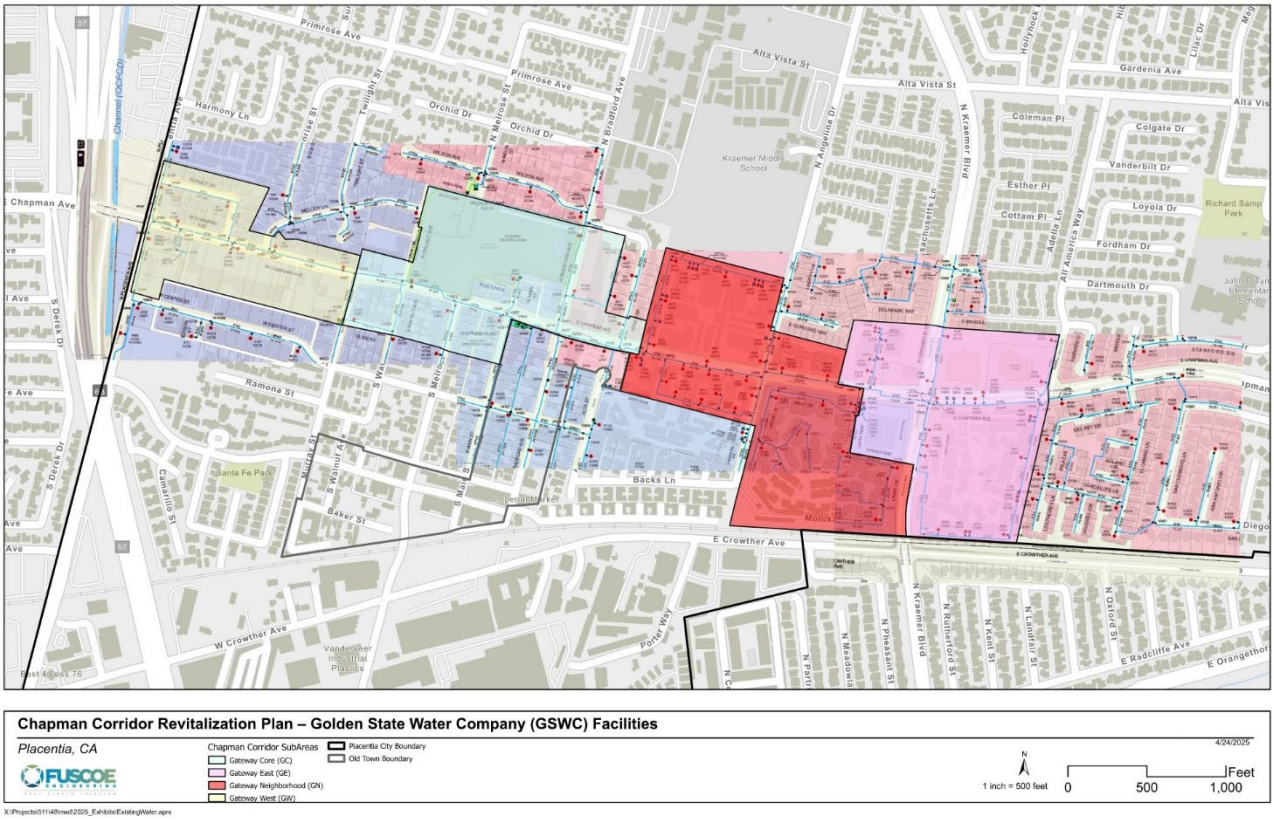


The plan area is currently built out and supported by an existing storm drain. Based on the recommendations of the SDMPU, as well as the capital improvements budgeted for in the CIP, the storm drain system is being adequately managed and is sufficient to support the proposed land uses. As redevelopment 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.[1] 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.

[1] UWMP Placentia-Yorba Linda

Table 6.1: Net Increase in Water Demand (Gallons Per Day)

Proposed Residential			
Net Increase of Units	**Water Demand Factor* (GPD/DU)**	**Water Demand (GPD)**	**Water Demand (AFY)**
614	165	101,310	113
* Per GSWC 2020 UWMP, Water Demand calculated using 55 gpcd x 3 persons per dwelling unit = 165 gpd/du			
Proposed Commercial			
Proposed Commercial (SF)	**Water Demand Factor** (GPD/AC)**	**Water Demand (GPD)**	**Water Demand (AFY)**
-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.			
		Net Increase (GPD)	**100,074**
		Net Increase (AFY)	**112**

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 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.

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.

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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)

Proposed Residential		
Net Increase of Units	**Sewer Demand Factor* (GPD/DU)**	**Sewer Demand (GPD)**
614	120	+73,680
* Generation Factors Per City of Placentia Sewer Master Plan (2018) based on 120 GPD/DU		
Proposed Commercial		
Proposed Commercial (SF)	**Sewer Demand Factor** (GPD/AC)**	**Sewer Demand (GPD)**
-35,900	1,250	-1,030
* Generation Factors Per City of Placentia Sewer Master Plan (2018)		
	Net Increase (GPD)	**72,650**

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.

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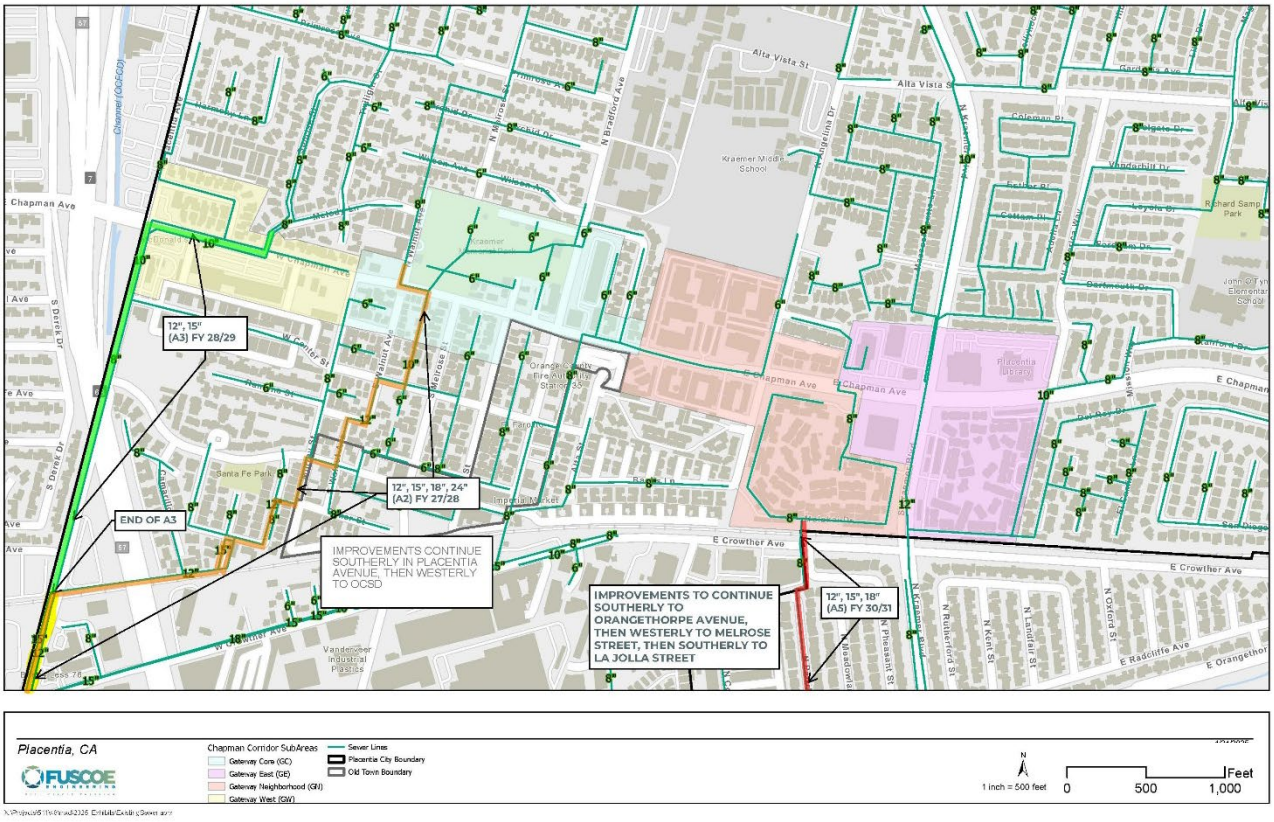
Figure 6-10: Sanitary Sewer Facilities



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

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:

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- 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.

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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.

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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.

Table 7.1: Review Authority

Reviewing Body Designation	Approval Type
Development Services Director or his/her Designee	• Site Plan Review • Interpretations and Use Conformity • Minor Alterations • Shared Parking Agreements and Parking Management Plans (also reviewed by the Public Works Department)
Planning Commission or City Council Housing, Community and Economic Development Committee (HCED) [or similar review committee]	• Development Plan Review • Tentative Tract Map(s) Recommendation/Tentative Parcel Map(s) Recommendation • Appeal of Development Services Director action • Variance • Use Permits

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City Council	• Corridor Plan Adoption/Amendment • Tentative Tract Map(s) Approval/Tentative Parcel Map(s) Approval • Environmental Certification • Appeal of Planning Commission Action • Development Agreement Adoption/Amendment

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.

Table 7.2: Phasing

Corridor Plan Revitalization Action Items	Time Frame	Primary Responsibility	Potential Funding Sources
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

Table 7.2: Phasing			
Corridor Plan Revitalization Action Items	**Time Frame**	**Primary Responsibility**	**Potential Funding Sources**
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 EFID 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

Appendix A: Economic Study

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

kosmont companies since 1986

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 Compnaies

Re: Chapman Corridor Revitalization - Target Buildout Analysis

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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 ofmulti-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
Total Units						
Existing		32	59	667	281	1,039
Proposed Max		123	369	1,055	1,018	2,565
Expected		*30*	*164*	*667*	*792*	*1,653*
Total SF						
Existing		98,100	45,500	-	134,200	277,800
Proposed Max		409,000	133,700	9,900	256,300	808,900
Expected		*180,000*	*40,000*	*9,900*	*12,000*	*241,900*

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: 1.f

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 4, 2025
Submitted by: Lydie Gutfeld
From: Community Services

Subject:
APPROVAL OF PUBLIC WORKS AGREEMENT FOR PLACENTIA NAVIGATION CENTER REPAIRS IN THE AMOUNT OF $75,879.00

Financial Impact:
Fiscal Impact:

EXPENSE:	$65,981.99
CONTINGENCY:	$ 9,897.01
TOTAL COST:	$75,879.00 (502-20700-6910)

Summary:
On September 2, 2025, a resident of the Placentia Navigation Center accidentally collided with the east-facing wall of the building, resulting in damage to one structural wall. The City's Building Inspector, along with a representative from a Gordian Contractor (via the City's cooperative agreement with Sourcewell), responded to assess the damage. Gordian has since completed the assessment and identified Vincor Construction, Inc. as the approved contractor to perform the necessary repairs. The estimate for the repair work is $65,981.99.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Approve a Public Works Agreement with Vincor Construction, Inc. in the amount of $65,981.99, with an approximate 15% contingency in the amount of $9,897.01, for a total not-to-exceed amount of $75,879.00; 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:
There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:
The Placentia Navigation Center, located at 731 S. Melrose Street, is a City-owned facility that provides temporary housing and supportive services to individuals experiencing homelessness. The Center operates through a partnership between the City of Placentia, the County of Orange, and various service providers, offering case management, employment resources, and pathways to permanent housing. Since its opening in 2020, the Navigation Center has served as a regional resource supporting the City's ongoing efforts to address

homelessness through compassionate and sustainable solutions. As the property owner, the City of Placentia is responsible for maintaining the facility and ensuring it remains safe, functional, and compliant with applicable building codes. Damage caused by the September 2, 2025, vehicle collision requires immediate repairs to restore the integrity of the building.

Following the incident, both the City Building Inspector and Gordian Contractors conducted on-site assessments of the damage to determine the repairs needed. Based on their findings, Gordian prepared a detailed scope of work and solicited proposals from qualified contractors within its Sourcewell network. On September 26, 2025, the City received the finalized Work Order Package identifying Vincor as the selected contractor to complete the necessary repairs.

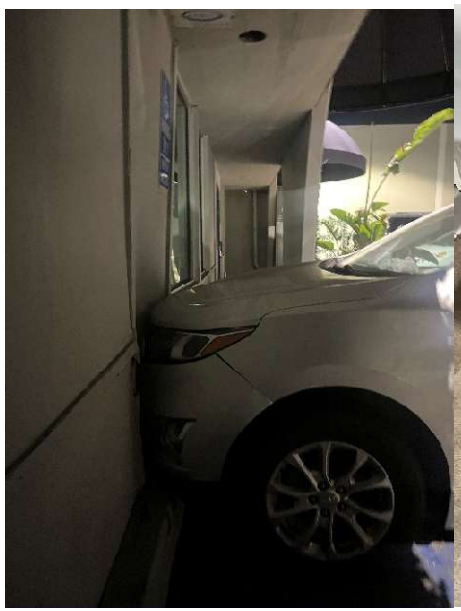
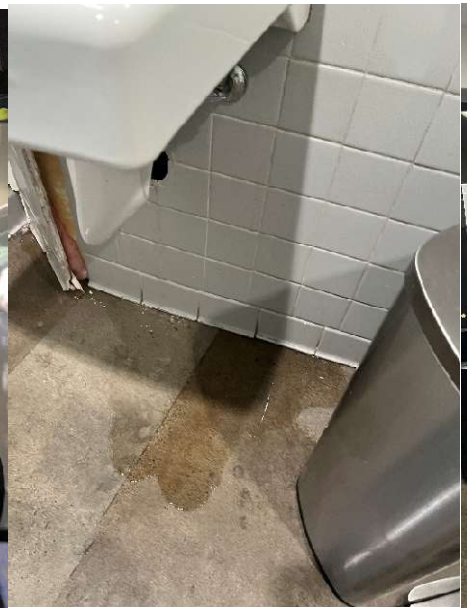
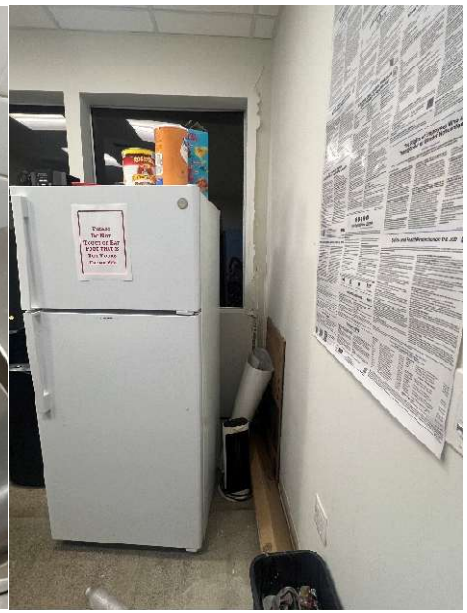
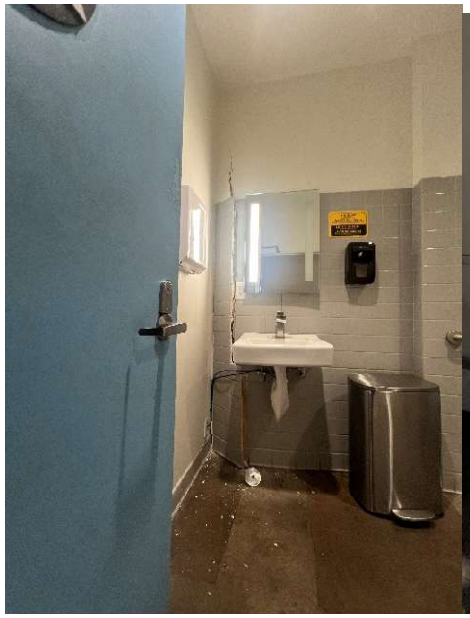
Typically, the City's standard project delivery method involves preparing detailed plans and specifications, publicly advertising the project for bids, and awarding the project to the lowest responsible bidder. While effective, this process is often time-consuming and may delay the timely completion of urgent projects. To expedite repairs while remaining compliant with the City's purchasing policies, Staff recommends utilizing the Sourcewell ezIQC (Indefinite Delivery, Indefinite Quantity) procurement method. This cooperative purchasing process allows for competitive bid pricing to be established in advance, eliminating the need to bid each project separately. The ezIQC approach streamlines project delivery, ensures cost efficiency, and provides faster response times from contractors.

Sourcewell is a government cooperative that conducts competitive solicitations and awards contracts for use by federal, state, and local agencies, educational institutions, nonprofits, and tribal governments. Participation in such cooperative purchasing programs is authorized under Joint Powers Agency Government Code §6500 and City of Placentia Municipal Code §3.08.070, which allows the purchase of supplies, services, and equipment through established governmental cooperative purchasing programs. Gordian administers the ezIQC program for Sourcewell members nationwide. Through this program, the City engaged Gordian and Vincor to review the project scope and provide a competitive quote for the required repairs at the Placentia Navigation Center.

City Staff has confirmed that sufficient funds are available to proceed with the project immediately. The City has also filed a property damage claim and anticipates full reimbursement through the City's property insurance program.

Fiscal Impact Summary:
Funding for the Placentia Navigation Center repairs has been identified in Risk Fund Account 502-20700-6910. The City anticipates reimbursement from the City's property insurance program and possible recovery through responsible parties insurance.

Attachments
Placentia navigation center damages 9.2.2025.pdf
Gordian-Sourcewell WorkOrderPackage Navigation Center Repairs.pdf
Public Works Agreement w Bonds - Vincor Construction Inc_SIGNED_R1.pdf

ONLY
MINIMUM
FINE $250

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R8-GB-101723-VCI

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	148488.00	Work Order Date:	09/26/2025
Work Order Title:	Navigation Center Repairs		
Owner Name:	City of Placentia	Contractor Name:	Vincor Construction, Inc.
Contact:	Lydie Gutfield	Contact:	Nick Bravo
Phone:	714-993-8227	Phone:	714-595-7260

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-GB-101723-VCI.

Brief Work Order Description:

- Assess and Replace damages made to exterior wall, window on break room and bathroom on Navigation Center.

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [X] Will not apply: [ ]

Work Order Firm Fixed Price: $65,981.99

Owner Purchase Order Number:

Approvals

City of Placentia Date

Contractor Date

Detailed Scope of Work

To: Select a Contractor Project Manager in People
No Data Input
No Data Input
No Data Input,
No Data Input

From: Lydie Gutfield
City of Placentia
401 E Chapman Ave.
Placentia, CA 92870
714-993-8227

Date Printed: September 26, 2025

Work Order Number: 148488.00

Work Order Title: Navigation Center Repairs

Brief Scope: - Assess and Replace damages made to exterior wall, window on break room and bathroom on Navigation Center.

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope of Work

Interior Repairs
- Remove and Replace Gypsum Board Wall
- Remove T-bar Ceiling Grid and Acoustic Ceiling Tiles in the Area Adjacent to Repair Wall.
- Disconnect and Safe-Off Water Lines
- Disconnect Existing Lavatory Sink and Reinstall.
- Investigate & Realign Piping
- Repair/Replace Pipe as Needed
- Replace any damaged pipes within the accessible wall cavity.
- Furnish and install new under-sink plumbing hardware.
- Wrap exposed pipes with ADA-compliant protective covers.
- Verify functionality and code compliance of water and waste lines.
- Test sink for leaks and secure mounting.
- Install new 5/8" mold-resistant Fire code X gypsum board for Restroom Wall and Kitchen Wall:
· Install new R-13 batt insulation in walls
· Tape, Mud, Sand, Prime, and Paint (2 coats) New Drywall to Match Existing finishes.
· Install New Ceramic Wall Tile and Grout in the Restroom to Match Existing Conditions.
· Reinstall Previously Salvaged Mirror, Dispenser, and Sign to Original Locations (3 items).
· Reinstall Kitchen Ceiling Grid and Tiles once Wall Restoration is Complete.

Exterior Work
- Remove damaged stucco wall
· Remove and dispose of Damaged/Loose Bricks.
· Remove and replace existing wood stud framing wall
· Frame Two Windows Openings as Needed Within the Same Wall Area.
· Install flashing tape at two existing windows and apply waterproofing membrane.
· Install wire lath over the full wall area
· Install new 2” x 1” exterior wood trim
· Install new stucco finish to match existing.

· Prime and Paint the Exterior Wall to Match the Existing Color.

Clarifications

1. Any Additional Work Not Included in The Scope of Work Above or Resulting Due to Pre-Existing/Unforeseen Conditions Are Not Included in This Estimate.
2. This Pricing Is Based on the Job Walk Conducted on 9/10/25
3. This pricing is based on full access to the work area
4. This pricing excludes ACM containing materials and ACM Testing.
5. Excludes Permit Fees
6. Assumes Underground Plumbing is Sound.
4. The Work to Be Performed Regular Business Hours.

Subject to the terms and conditions of JOC Contract **CA-R8-GB-101723-VCI**.

Contractor _____ Date _____

City of Placentia _____ Date _____

Contractor's Price Proposal - Summary

Date: September 26, 2025

Re:

IQC Master Contract #:	CA-R8-GB-101723-VCI
Work Order #:	148488.00
Owner PO #:	
Title:	Navigation Center Repairs
Contractor:	Vincor Construction, Inc.
Proposal Value:	$65,981.99

Section - 01	**$7,597.40**
Section - 02	**$3,239.36**
Section - 03	**$2,113.44**
Section - 07	**$17,467.00**
Section - 09	**$26,492.78**
Section - 10	**$322.33**
Section - 22	**$6,977.29**
Section - 23	**$1,772.39**
Proposal Total	**$65,981.99**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: September 26, 2025

Re:

IQC Master Contract #:	CA-R8-GB-101723-VCI
Work Order #:	148488.00
Owner PO #:	
Title:	Navigation Center Repairs
Contractor:	Vincor Construction, Inc.
Proposal Value:	$65,981.99

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
Section - 01						
1	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	$1,420.35
				Installation	Quantity 1,291.23 x Unit Price 1.00 x Factor 1.1000 = Total 1,420.35	
					BOND FEE	
2	01 22 23	00 0155		WK	Up To 2,000 CFM, Portable Negative Air Machine	$1,238.33
				Installation	Quantity 2.00 x Unit Price 498.04 x Factor 1.2432 = Total 1,238.33	
					AIR SCRUBBERS FOR DUST CONTROL	
3	01 22 23	00 0157		EA	First Stage Pre-Filter For Portable Negative Air Machines	$36.75
				Installation	Quantity 2.00 x Unit Price 14.78 x Factor 1.2432 = Total 36.75	
					AIR FILTERS FOR AIR SCRUBBERS	
4	01 22 23	00 0160		LF	Flexible Exhaust Duct For Portable Negative Air Machines	$31.95
				Installation	Quantity 10.00 x Unit Price 2.57 x Factor 1.2432 = Total 31.95	
					EXHAUST FOR AIR SCRUBBER	
5	01 31 33	00 0004		EA	Cement Mason Minimum ChargeThis task should not be used in conjunction with any other tasks utilizing this labor trade, unless approved by owner. Task quantity is 1, unless approved by owner.	$993.83
				Installation	Quantity 1.00 x Unit Price 799.41 x Factor 1.2432 = Total 993.83	
					LABOR MINIMUM FOR BRICK REPAIR	
6	01 56 16	00 0008		SF	6 Mil, Plastic Sheeting, Applied To FloorsIncludes removal after use.	$104.43
				Installation	Quantity 200.00 x Unit Price 0.42 x Factor 1.2432 = Total 104.43	
					PROTECT EXISITING FLOOR TILE IN RESTROOM	
7	01 56 16	00 0022		SF	6 Mil, Reinforced, Plastic Sheeting, Applied To WallsIncludes removal after use.	$323.23
				Installation	Quantity 400.00 x Unit Price 0.65 x Factor 1.2432 = Total 323.23	
					ISOLATE WORK AREA/DUST CONTROL	
8	01 56 16	00 0032		EA	7' Zipper Door For Plastic SheetingIncludes removal after use.	$52.99
				Installation	Quantity 2.00 x Unit Price 21.31 x Factor 1.2432 = Total 52.99	
					PLASTIC ZIPPER DOOR	

Work Order Number: 148488.00
Work Order Title: Navigation Center Repairs

Section - 01

9	01 56 16 00 0033		LF	Zip Wall Kit And ICRA Dust Control Awareness Barrier (Per LF Of Wall)Includes up to 12' long spring loaded poles, side clamps, foam rails and 6 mil poly barrier. Excludes zip doors. Includes removal after use.								$2,272.57
			Installation	Quantity 200.00	x	Unit Price 9.14	x	Factor 1.2432	=	Total 2,272.57		
				ZIP WALL KIT DUST CONTROL								
10	01 56 16 00 0091		LF	38" Wide, 46 Mil Fiberboard, Ram Board® For Temporary Floor ProtectionIncludes removal after use.								$273.50
			Installation	Quantity 200.00	x	Unit Price 1.10	x	Factor 1.2432	=	Total 273.50		
				FLOOR PROTECTION DURING CONSTRUCTION - PATH OF TRAVEL								
11	01 56 16 00 0098		EA	24" x 36", 30 Layer Sticky MatIncludes removal after use.								$110.47
			Installation	Quantity 2.00	x	Unit Price 44.43	x	Factor 1.2432	=	Total 110.47		
				STICKY MATS TO PREVENT TRACKING OF DEBRIS - (1EA PER ROOM)								
12	01 56 16 00 0098	0054		For 60 Layers Instead Of 30, Add								$36.79
			Installation	Quantity 1.00	x	Unit Price 29.59	x	Factor 1.2432	=	Total 36.79		
13	01 74 19 00 0012		EA	10 CY Dumpster (1.5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.								$702.21
			Installation	Quantity 1.00	x	Unit Price 564.84	x	Factor 1.2432	=	Total 702.21		
				GENERAL DEBRIS DUMP FEE								

Subtotal for Section - 01 **$7,597.40**

Section - 02

14	02 41 19 13 0058		EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.								$1,449.15
			Installation	Quantity 1.00	x	Unit Price 1,165.66	x	Factor 1.2432	=	Total 1,449.15		
				SAWCUT EXISTING BRICK FOR REPAIR								
15	02 41 19 16 0045		SF	Demolish Wood Or Metal Framed Interior Partition/Wall With Drywall 1 Side								$1,790.21
			Installation	Quantity 400.00	x	Unit Price 3.60	x	Factor 1.2432	=	Total 1,790.21		
				DEMO RESTROOM WALL AND BREAKROOM ROOM								

Subtotal for Section - 02 **$3,239.36**

Section - 03

16	03 01 30 71 0016		SF	Patch Verticals Or Overheads With 1/8" To 1/4" Thick Latex Cementitious Mortar								$2,113.44
			Installation	Quantity 50.00	x	Unit Price 34.00	x	Factor 1.2432	=	Total 2,113.44		
				PATCH (E) CONCRETE WALL AT BASE OF EXTERIOR								

Subtotal for Section - 03 **$2,113.44**

Section - 07

17	07 21 16 00 0033		SF	3-1/2" Kraft Faced, R-11 Mineral Wool Flexible Insulation								$875.21
			Installation	Quantity 400.00	x	Unit Price 1.76	x	Factor 1.2432	=	Total 875.21		
				REPLACE INSULATION FOR DAMAGED WALLS								

Work Order Number: 148488.00
Work Order Title: Navigation Center Repairs

Section - 07

18	07	26	13	00	0008		CLF	6" Wide Self Adhesive Butyl Sealing Tape					$155.32
								Quantity		Unit Price		Factor	= Total
							Installation	0.64	x	195.21	x	1.2432	= 155.32
							REPLACE WINDOW FLASHING FOR WINDOWS						
19	07	27	23	00	0003		SF	0.625" Thick Leaded Vinyl Acoustic Plenum Barrier 0.87 Lb./SF					$6,981.81
								Quantity		Unit Price		Factor	= Total
							Installation	400.00	x	14.04	x	1.2432	= 6,981.81
							STUCCO ASSEMBLY WATER BARRIER						
20	07	27	23	00	0003	0213	MOD	For >200 To 500, Add					$527.12
								Quantity		Unit Price		Factor	= Total
							Installation	400.00	x	1.06	x	1.2432	= 527.12
21	07	56	00	00	0005		SQ	4 Mil Vinyl Liquid Roofing					$7,334.38
								Quantity		Unit Price		Factor	= Total
							Installation	4.00	x	1,474.90	x	1.2432	= 7,334.38
							EXTERIOR WALL LIQUID APPLIED FLASHING						
22	07	92	13	00	0005		CLF	3/8" x 3/8" Joint, Silicone Sealant And Caulking					$1,350.34
								Quantity		Unit Price		Factor	= Total
							Installation	2.00	x	440.48	x	1.2432	= 1,095.21
							Demolition	2.00	x	102.61	x	1.2432	= 255.13
							MISC. CAULKING REPAIR IN RESTROOM						
23	07	92	13	00	0005	0098		For Up To 2.5 CLF, Add					$62.93
								Quantity		Unit Price		Factor	= Total
							Installation	2.00	x	25.31	x	1.2432	= 62.93
24	07	92	13	00	0005	0122		For 1 Part Mildew Resistant, Add					$114.47
								Quantity		Unit Price		Factor	= Total
							Installation	2.00	x	46.04	x	1.2432	= 114.47
25	07	92	13	00	0005	0123	MOD	For High-Modulus Non-Acid Curing, Add					$65.42
								Quantity		Unit Price		Factor	= Total
							Installation	2.00	x	26.31	x	1.2432	= 65.42

Subtotal for Section - 07 **$17,467.00**

Section - 09

26	09	01	20	91	0006		SF	>16 To 32 SF, Cut And Patch Hole In Gypsum Board To Match ExistingPer location. See CSI section 09 29 10 00-0001 for "Gypsum Board" repairs > 32 SF.					$3,537.03
								Quantity		Unit Price		Factor	= Total
							Installation	230.00	x	12.37	x	1.2432	= 3,537.03
							PATCH WALLS FOR INTERIOR DRYWALL IN RESTROOM AND BREAKROOM						
27	09	01	90	52	0014		SF	Hand Wash, Minor Repair And Light Sanding Drywall Surfaces, Surface Preparation					$89.51
								Quantity		Unit Price		Factor	= Total
							Installation	120.00	x	0.60	x	1.2432	= 89.51
							PREP EXISTING WALLS						
28	09	01	90	52	0014	0326	MOD	For >100 To 250, Add					$44.76
								Quantity		Unit Price		Factor	= Total
							Installation	120.00	x	0.30	x	1.2432	= 44.76
29	09	23	13	00	0002		LF	Galvanized Expanded Flange Casing Bead For Plaster Applications					$342.92
								Quantity		Unit Price		Factor	= Total
							Installation	64.00	x	4.31	x	1.2432	= 342.92
							METAL FLASHING FOR EXTERIOR WINDOWS						

Work Order Number: 148488.00
Work Order Title: Navigation Center Repairs

Section - 09

30	09 23 13 00 0008		LF	Galvanized "J" Trim For Plaster Applications									$176.41
					Quantity		Unit Price		Factor	=	Total		
				Installation	30.00	x	4.73	x	1.2432	=	176.41		
				STUCCO TERMINATION AT FINISH FLOOR									
31	09 23 13 00 0008	0023	MOD	For Zinc Instead Of Galvanized, Add									$85.03
					Quantity		Unit Price		Factor	=	Total		
				Installation	30.00	x	2.28	x	1.2432	=	85.03		
32	09 23 13 00 0019		SF	Sand Aggregate Two Coats Gypsum Plaster On Walls									$3,391.45
					Quantity		Unit Price		Factor	=	Total		
				Installation	400.00	x	6.82	x	1.2432	=	3,391.45		
				PROVIDE AND INSTALL STUCCO 2 COATS									
33	09 23 13 00 0019	0037	MOD	For >100 To 500, Add									$735.97
					Quantity		Unit Price		Factor	=	Total		
				Installation	400.00	x	1.48	x	1.2432	=	735.97		
34	09 23 13 00 0026		SF	1 Coat, Brush/Roller Applied Plaster Bonding Agent									$397.82
					Quantity		Unit Price		Factor	=	Total		
				Installation	400.00	x	0.80	x	1.2432	=	397.82		
				STUCCO BONDING AGENT									
35	09 30 13 00 0003		SF	Less Than 8" x 8", Mounted, Ceramic Floor TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.									$949.80
					Quantity		Unit Price		Factor	=	Total		
				Installation	50.00	x	12.31	x	1.2432	=	765.19		
				Demolition	50.00	x	2.97	x	1.2432	=	184.62		
				PROVIDE AND INSTALL WALL TILE									
36	09 30 13 00 0003	0065	MOD	For Up To 50, Add									$468.06
					Quantity		Unit Price		Factor	=	Total		
				Installation	50.00	x	7.53	x	1.2432	=	468.06		
37	09 30 13 00 0003	0068	MOD	For High-Modulus, High-Strength Epoxy Grout, Add									$82.67
					Quantity		Unit Price		Factor	=	Total		
				Installation	50.00	x	1.33	x	1.2432	=	82.67		
38	09 30 16 00 0006		LF	6" High Glazed Quarry Tile Cove Base Or Trim									$288.89
					Quantity		Unit Price		Factor	=	Total		
				Installation	6.00	x	35.98	x	1.2432	=	268.38		
				Demolition	6.00	x	2.75	x	1.2432	=	20.51		
				TILE COVE BASE & WAINSCOT									
39	09 31 13 00 0002		SF	Thin Set - Latex Portland Cement Mortar									$170.94
					Quantity		Unit Price		Factor	=	Total		
				Installation	50.00	x	1.77	x	1.2432	=	110.02		
				Demolition	50.00	x	0.98	x	1.2432	=	60.92		
				THINSET FOR WALL TILE									
40	09 32 13 00 0004		SF	3/4" Portland Cement Plaster Scratch Coat for WallsIncludes 15 Lb. felt and expanded metal lath.									$10,040.08
					Quantity		Unit Price		Factor	=	Total		
				Installation	400.00	x	14.25	x	1.2432	=	7,086.24		
				Demolition	400.00	x	5.94	x	1.2432	=	2,953.84		
				PAPER/LATH FOR STUCCO REPAIRS									
41	09 32 13 00 0004	0061	MOD	For Exterior Installation (Galvanized Reinforcement), Add									$74.59
					Quantity		Unit Price		Factor	=	Total		
				Installation	400.00	x	0.15	x	1.2432	=	74.59		

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Work Order Title: Navigation Center Repairs

Section - 09

42	09 34 00	00 0002		SF	Waterproof And Crack Prevention Membrane, RedGard®								$363.64
						Quantity		Unit Price		Factor		Total	
				Installation		50.00	x	3.87	x	1.2432	=	240.56	
				Demolition		50.00	x	1.98	x	1.2432	=	123.08	
				WATERPROOF MEMBRANE WALLS									
43	09 39 00	00 0045		LF	1/2" Height, Aluminum Edge Protection Trim For Tile (Schluter® RONDEC)								$61.91
						Quantity		Unit Price		Factor		Total	
				Installation		6.00	x	8.30	x	1.2432	=	61.91	
				PROVIDE AND INSTALL TILE EDGE TRIM BASE/WAINSCOT									
44	09 51 13	00 0005		SF	2' x 2' x 1" Thick, Square Edge, Fiberglass Acoustical Ceiling Panel (Armstrong Optima®)								$580.57
						Quantity		Unit Price		Factor		Total	
				Installation		50.00	x	8.79	x	1.2432	=	546.39	
				Demolition		50.00	x	0.55	x	1.2432	=	34.19	
				INSTALL CEILING TILES AND RECONFIGURE CEILING TILES FOR WALL EXTENSION									
45	09 51 13	00 0005	0093	MOD	For Up To 50, Add								$57.59
						Quantity		Unit Price		Factor		Total	
				Installation		24.00	x	1.93	x	1.2432	=	57.59	
46	09 53 23	00 0004		SF	2' x 2' Grid, Hot Dipped Galvanized Steel, 15/16" T Bar Ceiling Suspension System								$229.37
						Quantity		Unit Price		Factor		Total	
				Installation		50.00	x	3.14	x	1.2432	=	195.18	
				Demolition		50.00	x	0.55	x	1.2432	=	34.19	
				RECONFIGURE T-BAR CEILING SYSTEM									
47	09 53 23	00 0004	0112	MOD	For UL Listed (Fire Guard), Add								$5.97
						Quantity		Unit Price		Factor		Total	
				Installation		24.00	x	0.20	x	1.2432	=	5.97	
48	09 53 23	00 0004	0122		For >50 To 200, Add								$20.29
						Quantity		Unit Price		Factor		Total	
				Installation		24.00	x	0.68	x	1.2432	=	20.29	
49	09 53 23	00 0020		EA	>48" To 84" Compression Posts, Telescopic, With Splay Wires, Attached To Structure For Suspended Ceiling								$529.11
						Quantity		Unit Price		Factor		Total	
				Installation		4.00	x	106.40	x	1.2432	=	529.11	
				TBAR REPAIR									
50	09 53 23	00 0022		SF	Removal And Reinstallation Of 2' x 2' Or 2' x 4' Acoustical Ceiling Tile And Grid AssemblySuspension system tie wire, wall angles and bracing to remain in place.								$189.59
						Quantity		Unit Price		Factor		Total	
				Installation		50.00	x	3.05	x	1.2432	=	189.59	
				REMOVE AND REINSTALL CEILING TILES									
51	09 53 23	00 0022	0121	MOD	For Up To 50, Add								$50.13
						Quantity		Unit Price		Factor		Total	
				Installation		24.00	x	1.68	x	1.2432	=	50.13	
52	09 65 13	13 0021		LF	4" High, 1/8" Thick, Type TS Thermoset Vulcanized Rubber Wall Base, All Colors								$283.75
						Quantity		Unit Price		Factor		Total	
				Installation		36.00	x	5.18	x	1.2432	=	231.83	
				Demolition		36.00	x	1.16	x	1.2432	=	51.92	
				PROVIDE AND INSTALL COVE BASE IN BREAKROOM									

Work Order Number: 148488.00
Work Order Title: Navigation Center Repairs

Section - 09

53	09 65 13	13 0021	0443	MOD	For >20 To 40, Add									$34.11
				Installation		Quantity 28.00	x	Unit Price 0.98	x	Factor 1.2432	=	Total 34.11		
54	09 91 13	00 0004		SF	1 Coat Filler, Brush Work, Paint Exterior Brick Walls									$26.11
				Installation		Quantity 20.00	x	Unit Price 1.05	x	Factor 1.2432	=	Total 26.11		
				PAINT EXTERIOR BRICK										
55	09 91 13	00 0004	0201	MOD	For Up To 100, Add									$14.92
				Installation		Quantity 20.00	x	Unit Price 0.60	x	Factor 1.2432	=	Total 14.92		
56	09 91 13	00 0006		SF	2 Coats Paint, Brush Work, Paint Exterior Brick Walls									$54.70
				Installation		Quantity 20.00	x	Unit Price 2.20	x	Factor 1.2432	=	Total 54.70		
				PAINT EXTERIOR BRICK										
57	09 91 13	00 0006	0201	MOD	For Up To 100, Add									$30.09
				Installation		Quantity 20.00	x	Unit Price 1.21	x	Factor 1.2432	=	Total 30.09		
58	09 91 13	00 0056		SF	1 Coat Paint, Brush/Roller Work, Paint Exterior Drywall/Plaster Walls									$358.04
				Installation		Quantity 400.00	x	Unit Price 0.72	x	Factor 1.2432	=	Total 358.04		
				PRIME STUCCO										
59	09 91 13	00 0056	0203	MOD	For >250 To 500, Add									$44.76
				Installation		Quantity 400.00	x	Unit Price 0.09	x	Factor 1.2432	=	Total 44.76		
60	09 91 13	00 0057		SF	2 Coats Paint, Brush/Roller Work, Paint Exterior Drywall/Plaster Walls									$676.30
				Installation		Quantity 400.00	x	Unit Price 1.36	x	Factor 1.2432	=	Total 676.30		
				PAINT STUCCO										
61	09 91 13	00 0057	0203	MOD	For >250 To 500, Add									$79.56
				Installation		Quantity 400.00	x	Unit Price 0.16	x	Factor 1.2432	=	Total 79.56		
62	09 91 23	00 0067		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls									$330.69
				Installation		Quantity 350.00	x	Unit Price 0.76	x	Factor 1.2432	=	Total 330.69		
				PAINT NEW/EXISTING WALLS										
63	09 91 23	00 0067	0281		For >250 To 500, Add									$39.16
				Installation		Quantity 350.00	x	Unit Price 0.09	x	Factor 1.2432	=	Total 39.16		
64	09 91 23	00 0069		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls									$665.73
				Installation		Quantity 350.00	x	Unit Price 1.53	x	Factor 1.2432	=	Total 665.73		
				PAINT NEW/EXISTING WALLS										
65	09 91 23	00 0069	0281		For >250 To 500, Add									$82.67
				Installation		Quantity 350.00	x	Unit Price 0.19	x	Factor 1.2432	=	Total 82.67		

Work Order Number: 148488.00
Work Order Title: Navigation Center Repairs

Section - 09

66	09	91	23	00 0161		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling						$221.29
								Quantity		Unit Price		Factor	= Total
							Installation	200.00	x	0.89	x	1.2432	= 221.29
							PRIME M/W RR CEILING						
67	09	91	23	00 0161	0280	MOD	For >100 To 250, Add						$64.65
								Quantity		Unit Price		Factor	= Total
							Installation	200.00	x	0.26	x	1.2432	= 64.65
68	09	91	23	00 0163		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling						$402.80
								Quantity		Unit Price		Factor	= Total
							Installation	200.00	x	1.62	x	1.2432	= 402.80
							PAINT M/W RR CEILING						
69	09	91	23	00 0163	0280	MOD	For >100 To 250, Add						$119.35
								Quantity		Unit Price		Factor	= Total
							Installation	200.00	x	0.48	x	1.2432	= 119.35

Subtotal for Section - 09 **$26,492.78**

Section - 10

70	10	28	13	13 0015		EA	Recessed Mounted, Stainless Steel Folded Paper Towel Dispenser (Bobrick B-4369)						$106.31
								Quantity		Unit Price		Factor	= Total
					X		Installation	1.00	x	60.69	x	1.2432	= 75.45
					X		Demolition	1.00	x	24.82	x	1.2432	= 30.86
							REMOVE AND REINSTALL PAPER TOWEL DISPENSER						
71	10	28	13	13 0063		EA	20 Fluid Ounce, 4" Spout, Top-Filling Lavatory Mounted, Chrome Plated Soap Dispenser (Bobrick B-8221)						$92.57
								Quantity		Unit Price		Factor	= Total
					X		Installation	1.00	x	49.64	x	1.2432	= 61.71
					X		Demolition	1.00	x	24.82	x	1.2432	= 30.86
							REMOVE AND REINSTALL SOAP DISPENSER						
72	10	28	13	13 0349		EA	18" x 36", Surface Mounted, Stainless Steel Channel Frame Glass Mirror (Bobrick B-165 1836)						$123.45
								Quantity		Unit Price		Factor	= Total
					X		Installation	1.00	x	71.72	x	1.2432	= 89.16
					X		Demolition	1.00	x	27.58	x	1.2432	= 34.29
							REMOVE AND REINSTALL MIRRORS						

Subtotal for Section - 10 **$322.33**

Section - 22

73	22	07	16	00 0002		EA	Neoprene Insulation Kit For Under Lavatories						$501.36
								Quantity		Unit Price		Factor	= Total
							Installation	1.00	x	377.45	x	1.2432	= 469.25
							Demolition	1.00	x	25.83	x	1.2432	= 32.11
							PROVIDE AND INSTALL INSULATION WRAP						
74	22	07	19	00 0030		LF	3/4" Diameter Pipe, 1-1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)						$113.50
								Quantity		Unit Price		Factor	= Total
							Installation	5.00	x	14.72	x	1.2432	= 91.50
							Demolition	5.00	x	3.54	x	1.2432	= 22.00
							INSULATION WRAP HW						

Work Order Number: 148488.00
Work Order Title: Navigation Center Repairs

Section - 22

75	22	07	19	00 0030	0140	MOD	For Work In Restricted Working Space, Add							$18.34
								Quantity		Unit Price		Factor		Total
							Installation	5.00	x	2.95	x	1.2432	=	18.34
76	22	11	16	00 0773		EA	3/4", Cut And Prepare Existing In Place Copper Pipe							$31.45
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	12.65	x	1.2432	=	31.45
							CUT POC/POD RR							
77	22	11	16	00 0777		EA	2", Cut And Prepare Existing In Place Copper Pipe							$43.24
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	17.39	x	1.2432	=	43.24
							CUT POC/POD RR							
78	22	11	16	00 0916		LF	3/4" Inside Diameter, Type L, Copper Pipe/Tubing With Fittings AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.							$810.07
								Quantity		Unit Price		Factor		Total
							Installation	20.00	x	28.36	x	1.2432	=	705.14
							Demolition	20.00	x	4.22	x	1.2432	=	104.93
							REPAIR H/W WATER LINES							
79	22	11	16	00 0920		LF	2" Inside Diameter, Type L, Copper Pipe/Tubing With Fittings AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.							$1,499.30
								Quantity		Unit Price		Factor		Total
							Installation	20.00	x	51.99	x	1.2432	=	1,292.68
							Demolition	20.00	x	8.31	x	1.2432	=	206.62
							REPAIR RESTROOM VENT LINE							
80	22	11	19	00 0087		EA	Up To 11 Fixture Unit Capacity, 3/4" Nipple, Stainless Steel, Hydrotrol Water Hammer Arrestor (Jay R. Smith® 5005)							$269.58
								Quantity		Unit Price		Factor		Total
							Installation	1.00	x	216.84	x	1.2432	=	269.58
							PROVIDE AND INSTALL WATER HAMMER ARRESTOR							
81	22	13	13	00 0007		EA	Wall Mounted Lavatory, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and faucet.							$942.48
								Quantity		Unit Price		Factor		Total
							Installation	1.00	x	758.11	x	1.2432	=	942.48
							LAV ROUGH							
82	22	13	16	00 0005		LF	4" Underground Bell And Spigot Cast Iron Soil Pipe AssemblyIncludes all fittings and gaskets. Excludes earthwork excavation, backfill and compaction. Not for use where detail is available.							$1,471.89
								Quantity		Unit Price		Factor		Total
							Installation	15.00	x	65.89	x	1.2432	=	1,228.72
							Demolition	15.00	x	13.04	x	1.2432	=	243.17
							LAVATORY ROUGH REWORK FOR WALL REPAIRS							
83	22	13	16	00 0005	0111	MOD	For Work In Restricted Working Space, Add							$162.05
								Quantity		Unit Price		Factor		Total
							Installation	15.00	x	8.69	x	1.2432	=	162.05
84	22	13	16	00 0249		EA	2", Cut And Prepare Existing In-Place Cast Iron Pipe							$32.02
								Quantity		Unit Price		Factor		Total
							Installation	2.00	x	12.88	x	1.2432	=	32.02
							POD/POC - M/W RESTROOM							

Work Order Number: 148488.00
Work Order Title: Navigation Center Repairs

Section - 22

85	22 13 16 00 0455	EA	2" No Hub Cast Iron Deep Seal P-Trap									$194.70
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	117.70	x	1.2432	=	146.32		
			Demolition	1.00	x	38.91	x	1.2432	=	48.37		
			LAV P-TRAP									
86	22 42 16 13 0112	EA	Wall Mounted Adjustable Plate Type, Single Lavatory Carrier With Concealed Arms									$242.54
				Quantity		Unit Price		Factor		Total		
	X		Installation	1.00	x	146.59	x	1.2432	=	182.24		
	X		Demolition	1.00	x	48.50	x	1.2432	=	60.30		
			REMOVE AND REINSTALL LAV CARRIER									
87	22 42 16 13 0115	EA	Removal And Reinstallation Of Wall Hung Lavatory With Faucet									$394.14
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	317.04	x	1.2432	=	394.14		
			REMOVE AND REINSTALL LAV AND SINK									
88	22 42 39 00 0218	EA	1/2" NPT x 3/8" Compression Chrome, Quarter Turn Dual Angle Stop (SharkBite 25558)									$250.63
				Quantity		Unit Price		Factor		Total		
			Installation	3.00	x	55.88	x	1.2432	=	208.41		
			Demolition	3.00	x	11.32	x	1.2432	=	42.22		
			LAV ANGLE STOPS - (2EA PER FOR LAV) 1 EA FOR REFRIGERATOR									

Subtotal for Section - 22 **$6,977.29**

Section - 23

89	23 01 20 91 0032	LF	>1" To 2", Water/Chlorine Pipe Disinfection/Flush/Testing									$340.64
				Quantity		Unit Price		Factor		Total		
			Installation	100.00	x	2.74	x	1.2432	=	340.64		
			DISINFECT LINES AFTER REPAIR									
90	23 01 20 91 0040	EA	Shut Down Existing Interior Piping SystemIncludes lock out/tag out and average line tracing. Use when valves are greater than 25' from work. When the shut-off valves for multiple lines are located with a 10' radius, the quantity used shall be one.									$306.10
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	246.22	x	1.2432	=	306.10		
			SHUTDOWN RR									
91	23 01 30 61 0004	LF	Up To 1 SF Cross Section, Rework Existing Ductwork									$167.88
				Quantity		Unit Price		Factor		Total		
			Installation	4.00	x	33.76	x	1.2432	=	167.88		
			REWORK DUCT WORK FOR WALL/ CEILING REPAIR									
92	23 05 93 00 0075	EA	Up To 100', Up To 1-1/2" Piping, Hydrostatic Testing									$957.77
				Quantity		Unit Price		Factor		Total		
			Installation	1.00	x	770.41	x	1.2432	=	957.77		
			HYDROSTATIC TESTING									

Subtotal for Section - 23 **$1,772.39**

Proposal Total **$65,981.99**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

Project No.

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
PLACENTIA NAVIGATION CENTER

THIS AGREEMENT (herein "Agreement") is made and entered into this 4th day of November, 2025 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and Vincor Construction, Inc. (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H :

A. WHEREAS, City requires the construction of Placentia Navigation Center external and internal wall repairs 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 Vincor 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written

approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less, may be approved by the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Sixty Five Thousand and Nine Hundred Eighty One Dollars ($ 65,981.99) with a 15% contingency in the amount of Nine Thousand, Eight Hundred and Ninety Seven Dollars and One Cent (9,897.01) for a total not to exceed amount of Seventy Five Thousand, Eight Hundred Seventy Nine ($75,879) (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 January 1, 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:

Vincor Construction, Inc.
Attn: John Kang, Vice President
2651 Saturn St.
Brea, CA 92821

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

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

Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

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

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

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

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

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from

those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.

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

6.0 INSURANCE, INDEMNIFICATION, AND BONDS

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

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

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

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

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

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other

remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

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

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

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

(b) Contractor will promptly pay any judgment rendered against the City, its officers, officials, employees, agents, or volunteers for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations, or activities hereunder; and Contractor agrees to save and hold the City, its officers, officials, employees, agents, and volunteers harmless therefrom.

(c) In the event the City, its officers, officials, employees, agents, or volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of

or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, officials, employees, agents, or volunteers any and all costs and expenses incurred by the City, its officers, officials, employees, agents, or volunteers in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

(d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any State or Federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

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

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

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

7.0 RECORDS AND REPORTS

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

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

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

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

limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five 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: Lydie Gutfeld

To Contractor: Vincor Construction, Inc.
2651 Saturn St.
Brea, CA 92821
Attn: John Kang

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

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

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

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

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

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent

of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

(a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

(b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at http://www.uscis.gov, or access the registration page at https://e-verify.uscis.gov/enroll. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

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

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

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

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

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

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

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

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

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

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

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

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

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

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

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

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

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

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

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

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

that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

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

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

_____ Date: _____
Jennifer Lampman, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

CONTRACTOR:

_____ Date: 10/27/2025
Signature

_____
John Kang, Vice President

05-0589192
Social Security or Taxpayer ID Number

Project No.

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Rosanna Ramirez, Risk Manager

APPROVED AS TO CONTENT:

_____ Date: _____
Shelly Kennell, Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Lydie Gutfeld, Community Services Director

Project No. 148488.00 Bond Number: 30246429

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, Vincor Construction, Inc., as Principal, has entered into a contract dated 10/23/2025, 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. 148488.00., which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, Vincor Construction, Inc., as Principal, and Western Surety Company, a corporation organized under the laws of South Dakota and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of *** Dollars ($65,981.99), 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

*** Sixty Five Thousand Nine Hundred Eighty One Dollars and 99/100

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 24th day of October 2025.

(Corporate Seal)

VINCOR CONSTRUCTION, INC. CORPORATE SEAL 09-24-03 CALIFORNIA

Vincor Construction, Inc.
Principal

By _____

John Kang, Vice President
Title

(Corporate Seal)

Western Surety Company
~~Principal~~ Surety

By _____

Michael R. Strahan, Attorney-In-Fact
Title

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael R Strahan, Allison Ocampo, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of October, 2025.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ACKNOWLEDGMENT

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

State of California
County of Orange)

On 10/27/2025 before me, Shirley Rose Kang, Notary Public
(insert name and title of the officer)

personally appeared John Kang,
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.

SHIRLEY ROSE KANG
Notary Public - California
Orange County
Commission # 2426300
My Comm. Expires Nov 27, 2026

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California
County of San Diego)

On 10/24/25 before me, E.B. Strahan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

E. B. STRAHAN
Notary Public - California
San Diego County
Commission # 2406282
My Comm. Expires Jun 25, 2026

PERFORMANCE BOND

Bond Number: 30246429

KNOW ALL PERSONS BY THESE PRESENTS, That we Vincor Construction, Inc. of 2651 Saturn Street, Brea, CA 92821, hereinafter referred to as the Principal, and Western Surety Company, as Surety, are held and firmly bound unto City of Placentia of 401 E. Chapman Ave., Placentia, California 92870, hereinafter referred to as the Obligee, in the sum of Sixty Five Thousand Nine Hundred Eighty One Dollars and 99/100 Dollars ($ 65,981.99), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the 23rd day of October, 2025, for FY 2024-2025 CONCRETE REPAIR, CITY PROJECT NO. 148488.

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 24th day of October, 2025.

VINCOR CONSTRUCTION, INC. CORPORATE SEAL 09-24-03 CALIFORNIA

Vincor Construction, Inc.
(Principal)

By _____ (Seal)
John Kang, Vice President

Western Surety Company
(Surety)

By _____ (Seal)
Michael R. Strahan, Attorney-in-Fact

Form F4597

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael R Strahan, Allison Ocampo, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of October, 2025.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ACKNOWLEDGMENT

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

State of California
County of Orange)

On 10/27/2025 before me, Shirley Rose Kang, Notary Public
(insert name and title of the officer)

personally appeared John Kang,
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.

SHIRLEY ROSE KANG
Notary Public - California
Orange County
Commission # 2426300
My Comm. Expires Nov 27, 2026

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California
County of San Diego)

On 10/24/25 before me, E.B. Strahan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Project No.

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.

- Vincent Cortes, President

- John Kang, Vice President

- Michele Cortes, CFO / Corp. Secretary

Business Address:

Vincor Construction, Inc.

2651 Saturn Street

Brea, CA 92821

Telephone Number: 714.528.2900

Date: 10/27/2025

Print Name: _____
Principal

Signature: Vice President
Title

Project No.

(Use of City Form is Required)

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 X Telephone (714) 528-2900

CORPORATION: 05-0589192

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: _____ Vice President Date: 10/27/2025

Project No.

BID GUARANTEE

TO THE CITY OF PLACENTIA
PROJECT NO. 148488.00

As a material inducement to the City to award the contract for Project No. 148488.00 to Vincor 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: Navigation Center Repairs ("the work").

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

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

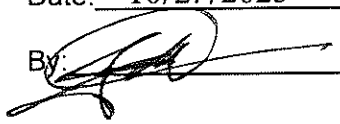
If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

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

Guarantor

Date: 10/27/2025

Contractor: Vincor Construction, Inc.

By: 

Title: Vice President

Project No.

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 10/27/2025 at Brea California.

Firm Vincor Construction, Inc.

Street 2651 Saturn Street

City Brea State CA Zip 92821

(Signature)

John Kang, Vice President
(Print Name & Title)

Project No.

EXHIBIT A

SCOPE OF SERVICES

GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R8-GB-101723-VCI

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.: 148488.00 Work Order Date: 09/26/2025

Work Order Title: Navigation Center Repairs

Owner Name:	City of Placentia	Contractor Name:	Vincor Construction, Inc.
Contact:	Lydie Gutfield	Contact:	Nick Bravo
Phone:	714-993-8227	Phone:	714-595-7260

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-GB-101723-VCI.

Brief Work Order Description:

- Assess and Replace damages made to exterior wall, window on break room and bathroom on Navigation Center.

Time of Performance Estimated Start Date:
Estimated Completion Date:

Liquidated Damages Will apply: [X] Will not apply: [ ]

Work Order Firm Fixed Price: $65,981.99

Owner Purchase Order Number:

Approvals

City of Placentia Date

Nicholas Bravo
Digitally signed by Nicholas Bravo
DN: C=US, E=Nick@vincorinc.com, O=Vincor Construction Inc., CN=Nicholas Bravo
Reason: I attest to the accuracy and integrity of this document
Date: 2025.09.29 10:50:52-07'00'

Contractor Date

Detailed Scope of Work

To:	Select a Contractor Project Manager in People No Data Input No Data Input No Data Input, No Data Input	**From:**	Lydie Gutfield City of Placentia 401 E Chapman Ave. Placentia, CA 92870 714-993-8227

Date Printed: September 26, 2025

Work Order Number: 148488.00

Work Order Title: Navigation Center Repairs

Brief Scope: - Assess and Replace damages made to exterior wall, window on break room and bathroom on Navigation Center.

☐ **Preliminary** ☐ **Revised** ☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope of Work

Interior Repairs
- Remove and Replace Gypsum Board Wall
- Remove T-bar Ceiling Grid and Acoustic Ceiling Tiles in the Area Adjacent to Repair Wall.
- Disconnect and Safe-Off Water Lines
- Disconnect Existing Lavatory Sink and Reinstall.
- Investigate & Realign Piping
- Repair/Replace Pipe as Needed
- Replace any damaged pipes within the accessible wall cavity.
- Furnish and install new under-sink plumbing hardware.
- Wrap exposed pipes with ADA-compliant protective covers.
- Verify functionality and code compliance of water and waste lines.
- Test sink for leaks and secure mounting.
- Install new 5/8" mold-resistant Fire code X gypsum board for Restroom Wall and Kitchen Wall:
· Install new R-13 batt insulation in walls
· Tape, Mud, Sand, Prime, and Paint (2 coats) New Drywall to Match Existing finishes.
· Install New Ceramic Wall Tile and Grout in the Restroom to Match Existing Conditions.
· Reinstall Previously Salvaged Mirror, Dispenser, and Sign to Original Locations (3 items).
· Reinstall Kitchen Ceiling Grid and Tiles once Wall Restoration is Complete.

Exterior Work
- Remove damaged stucco wall
· Remove and dispose of Damaged/Loose Bricks.
· Remove and replace existing wood stud framing wall
· Frame Two Windows Openings as Needed Within the Same Wall Area.
· Install flashing tape at two existing windows and apply waterproofing membrane.
· Install wire lath over the full wall area
· Install new 2” x 1” exterior wood trim
· Install new stucco finish to match existing.

· Prime and Paint the Exterior Wall to Match the Existing Color.

Clarifications

1. Any Additional Work Not Included in The Scope of Work Above or Resulting Due to Pre-Existing/Unforeseen Conditions Are Not Included in This Estimate.
2. This Pricing Is Based on the Job Walk Conducted on 9/10/25
3. This pricing is based on full access to the work area
4. This pricing excludes ACM containing materials and ACM Testing.
5. Excludes Permit Fees
6. Assumes Underground Plumbing is Sound.
4. The Work to Be Performed Regular Business Hours.

Subject to the terms and conditions of JOC Contract **CA-R8-GB-101723-VCI**.

Nicholas Bravo

Digitally signed by Nicholas Bravo
DN: C=US, E=Nick@vincorinc.com, O=Vincor Construction Inc., CN=Nicholas Bravo
Reason: I attest to the accuracy and integrity of this document
Date: 2025.09.29 10:51:18-07'00'

Contractor _____ Date _____

City of Placentia _____ Date _____

Project No.

EXHIBIT B

SCHEDULE OF PERFORMANCE

Project No.

EXHIBIT C

INSURANCE REQUIREMENTS

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

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.

3. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
4. Properly completed Certificate of Insurance; and
5. 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: CONCRETE REPAIR, CITY PROJECT #1302
- 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.

Client#: 2031453 VINCOCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2025

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

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

PRODUCER	CONTACT NAME: Teren Hopstad
USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: teren.hopstad@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company of IL	27855
INSURER B : American Guarantee & Liability Ins Co.	26247
INSURER C : Zurich American Insurance Company	16535
INSURER D : Indian Harbor Insurance Company	36940
INSURER E :	
INSURER F :	

INSURED
Vincor Construction, Inc.
2651 Saturn St
Brea, CA 92821

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:3,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO686782501	05/26/2025	05/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BAP686782301	05/26/2025	05/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $0	X	X	SXS699489401	05/26/2025	05/26/2026	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC700426001	05/26/2025	05/26/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Pollution	X	X	PEC005923004	05/26/2025	05/26/2026	$5,000,000	
D	Professional			PEC005923004	05/26/2025	05/26/2026	$2,000,000	

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

RE: Concrete Repair, City Project #1302
The General Liability, Auto Liability and Pollution Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to The City of Placentia, its officers, officials, employees, agents, and volunteers only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability,
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Placentia
Public Works Department
401 E Chapman Ave.
Placentia, CA 92870

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gary D. Patterson

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DESCRIPTIONS (Continued from Page 1)

Auto Liability and Pollution Liability policies contain a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Auto Liability and Pollution Liability policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

Other Insurance Amendment – Primary And Non-Contributory

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO686782501	05/26/2025	05/26/2026	05/26/2025	73051000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

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

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No.GLO686782501	Effective Date: 05/26/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

   b. The ISO CG 20 37 (10/01 edition),

   such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

   (1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

   (2) "Your work", with respect to Paragraph **1.b.** above,

   which is the subject of the written contract or written agreement.

   However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

   (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

   (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

   b. The ISO CG 20 37 (07/04 edition),

   such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

   (1) Your acts or omissions; or

   (2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

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

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

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

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

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

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Straight Excess Liability Policy

ZURICH

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as such in **underlying insurance**. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured(s)" means any person or organization qualifying as such in **underlying insurance** but only to the extent and within the scope for which such "insured(s)" qualify for coverage in **underlying insurance**.

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION VI. DEFINITIONS** of this policy or in the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations and in accordance with the provisions of this policy, we agree with you to provide coverage as follows:

Insuring Agreements

SECTION I. COVERAGE

A. We will pay on behalf of the insured those damages covered by this insurance in excess of the total Applicable Limits of **underlying insurance**. This policy includes:

1. The terms and conditions of **underlying insurance** to the extent such terms and conditions are not inconsistent or do not conflict with the terms and conditions referred to in Paragraph **2.** below; and
2. The terms and conditions that apply to this policy.

B. Notwithstanding anything to the contrary contained in Paragraph **A.** above, if **underlying insurance** does not apply to damages for reasons other than exhaustion of total applicable limits of insurance by payment of **loss**, then this policy does not apply to such damages.

C. The amount we will pay under this policy is limited as described in **SECTION II. LIMITS OF INSURANCE**.

D. We have no obligation under this policy with respect to any settlement made without our consent.

E. The insurance afforded under this policy applies to bodily injury or property damage only if prior to the Policy Period, neither you nor any **authorized person** knew that the bodily injury or property damage had occurred, in whole or in part. If you or any **authorized person** knew, prior to the Policy Period, that the bodily injury or property damage occurred, then any continuation, change or resumption of such bodily injury or property damage during or after the Policy Period will be deemed to have been known prior to the Policy Period.

Bodily injury or property damage which occurs during the Policy Period and was not, prior to the Policy Period, known to have occurred by you or any **authorized person** includes any continuation, change or resumption of that bodily injury or property damage after the Policy Period; and

Bodily injury or property damage will be deemed to have been known to have occurred at the earliest time when you or any **authorized person**:

1. Reports all or any part of, the bodily injury or property damage to us or any other insurer;
2. Receives a written or verbal demand or claim for damages because of the bodily injury or property damage; or
3. Becomes aware by any other means that bodily injury or property damage has occurred or has begun to occur.

SECTION II. LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:

1. Insureds;
2. Claims made or suits brought; or
3. Persons or organizations making claims or bringing suits.

B. The Limits of Insurance of this policy will apply as follows:

1. The limit shown in Item **4.B.** of the Declarations for the Other Aggregate is the most we will pay for all **loss** to which this policy applies, except for:

   a. **Loss** covered under the products/completed operations hazard; and

   b. **Loss** covered in **underlying insurance** to which no underlying aggregate limit applies.

   In addition, if a policy listed in the Schedule of Underlying Insurance contains aggregate limits, other than an aggregate limit applying to the products/completed operations hazard, the Other Aggregate limit shown in Item **4.B.** of the Declarations will apply in the same manner as such other aggregate limits of each policy listed in the Schedule of Underlying Insurance.

2. The limit shown in Item **4.C.** of the Declarations for the Products/Completed Operations Aggregate is the most we will pay for all **loss** to which this policy applies under the products/completed operations hazard.
3. Subject to Paragraph **B.1.** or **B.2.** above, whichever applies, the limit shown in Item **4.A.** of the Declarations for Occurrence is the most we will pay for all **loss** arising out of any one **occurrence** to which this policy applies.

C. Coverage applies only in excess of the greater of the actual limits of insurance of **underlying insurance** or the Applicable Limits of insurance shown in the Schedule of Underlying Insurance forming a part of this policy.

D. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.

E. Subject to Paragraphs **B.1.**, **B.2.**, **B.3.** and **C.** above:

1. If the limits of **underlying insurance** have been reduced solely by payment of **loss** for which coverage is afforded under this policy, this policy will drop down to become immediately excess of the reduced underlying limit; or
2. If the limits of **underlying insurance** have been exhausted solely by payment of **loss** for which coverage is afforded under this policy, this policy will continue in force as **underlying insurance**.

SECTION III. DEFENSE AND SUPPLEMENTARY PAYMENTS

A. We have the right and duty to assume control of the investigation and settlement of any claim, or defense of any suit against the insured for damages covered by this policy when the applicable limit of **underlying insurance** and **other insurance** has been exhausted by payment of **loss** for which coverage is afforded under this policy.

B. In those circumstances where Paragraph **A.** above applies we will pay our expenses and the following to the extent that they are not included in **underlying insurance**:

1. Up to $2,000 for the cost of bail bonds. We do not have to furnish these bonds.
2. The cost of bonds to release attachments, but only for bond amounts within the amount of insurance available. We do not have to furnish these bonds.
3. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings because of time off from work.
4. All court costs taxed against the insured in the suit. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. However, if we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

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

When our expenses and the payments described in this paragraph above are not included in the definition of **loss**, they will not reduce the Limits of Insurance.

C. In those circumstances where Paragraph **A.** above does not apply, we do not have the duty to assume control of the investigation and settlement of any claim, or defense of any suit against the insured. We do, however, have the right to participate in the investigation and settlement of any claim, or defense of any suit that we feel may create liability on our part under the terms of this policy. If we exercise this right, we will do so at our expense.

We will not investigate and settle any claim, or defend any suit after we have exhausted the applicable Limit of Insurance as shown in Item **4.** of the Declarations.

If we are prevented by law from carrying out the provisions of Paragraph **A.** above, we will pay any expense

incurred with our consent.

SECTION IV. EXCLUSIONS

This policy does not apply to any liability, damage, **loss**, cost or expense:

ASBESTOS

A. Arising out of or relating in any way to:

1. Asbestos or which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage; or

2. Any:

   a. Request, demand, order, statutory or regulatory requirement, direction or determination, that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos; or

   b. Claim or suit for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination than any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos.

POLLUTION

B. 1. Arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

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

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

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

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

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

c. Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you maybe legally responsible; or

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

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

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

(3) Bodily injury or property damage arising out of heat, smoke or fumes from a **hostile fire**.

e. At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.

f. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, any auto for which coverage is provided by **underlying insurance**;

(2) Otherwise in the course of transit by or on behalf of any insured; or

(3) Being stored, disposed of, treated or processed in or upon any auto.

However, this subparagraph **f.** does not apply to bodily injury or property damage arising out of:

(1) The escape of fuels, lubricants, other operating fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of a covered auto; or

(2) The escape of **pollutants** from a covered auto that directly results from the collision, upset or overturn of such auto while in the course of transit away from any premises owned by or rented to any insured.

2. Arising out of any:

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

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

However, this Paragraph, **B.2.**, does not apply to liability, damage, **loss**, cost or expense because of property damage that the insured would have in the absence of such request, demand, order or statutory or regulatory requirements, or such claim or suit by or on behalf of a governmental agency.

NUCLEAR

C. 1. With respect to which any insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic, Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its Limits of Insurance; or

2. Resulting from the **hazardous properties** of **nuclear material** and with respect to which:

a. A person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

b. Any insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or

3. Any injury or **nuclear property damage** resulting from the **hazardous properties** of **nuclear material**, if:

   a. The **nuclear material**:

      (1) Is at any **nuclear facility** owned by, or operated by or on behalf of, any insured; or

      (2) Has been discharged or dispersed therefrom;

   b. The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any insured; or

   c. The injury or **nuclear property damage** arises out of the furnishing by any insured of services, materials, parts or equipment in connection with the planning, construction, maintenance operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this subparagraph **c.** applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

1. **Hazardous properties** include radioactive, toxic or explosive properties;

2. **Nuclear Facility** means:

   a. Any **nuclear reactor**;

   b. Any equipment or device designed or used for:

      (1) Separating the isotopes of uranium or plutonium,

      (2) Processing or utilizing **spent fuel**, or

      (3) Handling, processing or packaging **waste**;

   c. Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or

   d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

3. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**;

4. **Nuclear property damage** includes all forms of radioactive contamination of property;

5. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

6. **Source material**, **special nuclear material** and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

7. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

8. **Waste** means any waste material;

   a. Containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and

   b. Resulting from the operation by any person or organization of any **nuclear facility** included under the first two Paragraphs of the definition of **nuclear facility**.

SUBLIMITED UNDERLYING INSURANCE

D. Which is covered by any **underlying insurance** but is subject to a sublimit unless such sublimited coverage is specifically endorsed to this policy.

VIOLATION OF STATUTES

E. Resulting from or arising directly or indirectly out of any action or omission that violates or is alleged to violate:

1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
3. The Fair Credit Reporting Act (FCRA) and any amendment or addition to such law including the Fair and Accurate Credit Transactions Act (FACTA); or
4. Any federal, state or local statute, ordinance, or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

WAR

F. Arising, directly or indirectly, out of:

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these,

regardless of any other cause or event that contributes concurrently or in any sequence to injury or damage.

EMPLOYMENT PRACTICES

G. Arising out of any bodily injury or personal and advertising injury to:

1. A person arising out of any:
   a. Failure to employ or promote that person;
   b. Termination of that person's employment, including actual or alleged constructive dismissal; or
   c. Employment-related practices, policies, acts or omissions, including but not limited to injury arising from coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, molestation, humiliation, retaliation, hostile work environment, discrimination or malicious prosecution directed at that person; or
2. The spouse, domestic partner, child, parent, brother or sister of that person as a consequence of any bodily injury or personal and advertising injury to that person at whom any of the employment related practices described in subparagraphs **a.**, **b.** or **c.** above is directed.

This exclusion applies:

1. Whether the injury causing event described in subparagraph **G.1.** above occurs before employment, during employment or after employment of that person;
2. Whether the insured may be held liable as an employer or in any other capacity; or
3. To any obligation to share damages with or repay someone who must pay damages because of the injury.

LAWS, MISCELLANEOUS

H. Under any of the following:

1. Any uninsured/underinsured motorist or auto no-fault or first party personal injury law;
2. Any workers' compensation, unemployment compensation, or disability benefits law or any similar law; or
3. The Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended.

LOSS OF, OR LOSS OF USE OF INTANGIBLE PROPERTY

I. Arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate or process intangible property. For purposes of this policy, electronic data is intangible property and means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

SECTION V. CONDITIONS

A. Appeals

In the event you or any underlying insurer elects not to appeal a judgment in excess of the amount of the **underlying insurance**, we may elect to appeal at our expense. If we do so elect, we will be liable for the costs and additional interest accruing during this appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in **SECTION II. LIMITS OF INSURANCE** of this policy.

B. Bankruptcy or Insolvency

The insolvency, bankruptcy or inability to pay of any insured will not relieve us from our obligation to pay damages covered by this policy.

In the event of insolvency, bankruptcy, refusal, or inability to pay, of any underlying insurer, the insurance afforded by this policy will not replace such **underlying insurance**, but will apply as if all the limits of any **underlying insurance** are fully available and collectible.

C. Cancellation

1. The first Named Insured shown in Item **1.** of the Declarations may cancel this policy by mailing or delivering to us advance written notice stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of non-payment of premium, we will mail or deliver to the first Named Insured not less than ten (10) days advance written notice when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to the first Named Insured not less than ninety (90) days advance written notice stating the reason(s) for cancellation, as well as the date when the cancellation is to take effect. Mailing notice to the first Named Insured's mailing address shown in Item **2.** of the Declarations will be sufficient to prove notice.
3. The Policy Period will end on the day and hour shown in the cancellation notice.
4. If this policy is cancelled, the final premium will be calculated pro rata based on the time this policy was in force.
5. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter but the cancellation will be effective even if we have not made or offered any refund due the first Named Insured. Our check or our representative's check, mailed or delivered, will be sufficient tender of any refund due the first Named Insured.
6. The first Named Insured shown in Item **1.** of the Declarations will act on behalf of all other insureds with respect to the giving and receiving of notice of cancellation and the receipt of any premium refund that may become payable under this policy.

D. Maintenance of Underlying Insurance

During the Policy Period, you agree:

1. To keep the policies listed in the Schedule of Underlying Insurance in full force and effect;
2. That the Applicable Limits of insurance of the policies shown in the Schedule of Underlying Insurance will be maintained except for any reduction or exhaustion of limits by payment of claims or suits for **loss** covered by **underlying insurance**;
3. The policies listed in the Schedule of Underlying Insurance may not be canceled or nonrenewed by you without notifying us, and you agree to notify us as soon as practicable before the cancellation or nonrenewal effective date in the event an insurance company cancels or declines to renew any policy listed in the Schedule of Underlying Insurance; and
4. Renewals or replacements of the policies listed in the Schedule of Underlying Insurance will not be materially changed without our agreement.

If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

E. Nonrenewal

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in Item **1.** of the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

F. Notice of Occurrence

1. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy. To the extent possible, notice will include:
   a. How, when and where the **occurrence** took place;
   b. The names and addresses of any injured persons and witnesses; and
   c. The nature and location of any injury or damage arising out of the **occurrence**.
2. Knowledge of an **occurrence** by the agent, servant or employee of yours, shall not in itself constitute knowledge by the insured unless you or any **authorized person** receives such notice from the agent, servants or employee.
3. If a claim or suit against any insured is reasonably likely to involve this policy, you must notify us in writing as soon as practicable.
4. You and any other involved insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
   b. Authorize us to obtain records and other information;
   c. Cooperate with us in the investigation, settlement or defense of the claim or suit; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this policy may also apply.
5. The insureds will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
6. Your failure to give notice of an **occurrence** to us shall not invalidate coverage under this policy if the **occurrence** was inadvertently reported to another insurer. However, you shall report any such **occurrence** to us as soon as practicable once you become aware of such error.

G. Other Insurance

If **other insurance** applies to damages that are also covered by this policy, this policy will apply excess of the **other insurance**. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**. However, this provision will not apply if the **other insurance** is written to be excess of this policy.

Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

H. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the insured, then we will, where permitted by law or statute, indemnify the insured.

I. Transfer of Rights of Recovery Against Others to Us

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after the **loss** to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

However, if any insured is required to waive their rights of recovery from others by a written contract or agreement executed before a **loss**, we agree to waive our rights of recovery to the extent required by the written contract or agreement. This waiver of rights will not be construed to be a waiver with respect to any other operations for which the insured has not waived their rights of recovery by contract.

2. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

J. Unintentional Errors and Omissions

Any unintentional error or omission in the description of, or failure to describe completely, any premises or operations intended to be covered by this policy, shall not invalidate or affect the coverage for those operations or premises. However, the insured must report such error or omission to the company as soon as practicable after its discovery.

K. When Loss is Payable

Coverage under this policy will not apply unless and until the insured or the insured's underlying insurer has paid or is legally obligated to pay the full amount of the total Applicable Limits of **underlying insurance**.

When the amount of **loss** is determined by an agreed settlement or a final judgment against an insured obtained after an actual trial, we will promptly pay on behalf of the insured the amount of **loss** covered under the terms of this policy.

L. Audit of Books and Records

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

M. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes a part of this policy.

N. First Named Insured

The person or organization first named in Item **1.** of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other insureds for the giving and receiving of notice of cancellation or any other notice required under this policy or by statute or regulation, for the receipt and acceptance of this policy and any endorsements forming a part of this policy, and for the receiving of any return premiums that become payable under this policy.

O. Inspection

We have the right, but are not obligated to inspect the insured's premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of the premises and operations and the premium to be charged. We may provide reports on the conditions we find. We may also recommend changes. While these reports may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

P. Legal Action Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined by settlement with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a party in an action against you to determine your liability.

Q. Premium

The premium for this policy as stated in Item **5.** of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

R. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

1. As if each named insured were the only named insured; and
2. Separately to each insured against whom claim is made or suit is brought.

S. Transfer of Your Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

T. Violation of Economic or Trade Sanctions

If coverage for a claim or suit under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or suit will be null and void.

SECTION VI. DEFINITIONS

In this policy, words and phrases appearing in bold-face type have the definitions shown below:

A. Authorized person means any person who may receive notice of an **occurrence** or claim in **underlying insurance**.

B. Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

C. Loss means those sums actually paid that the insured is legally obligated to pay as damages for the settlement or satisfaction of a claim because of injury or offense after making proper deductions for all recoveries and salvage. However,

1. **Loss** also includes defense expenses and supplementary payments if **underlying insurance** includes defense expenses and supplementary payments in the Limits of Insurance; and
2. **Loss** does not include defense expenses and supplementary payments if **underlying insurance** does not include defense expenses and supplementary payments in the Limits of Insurance.

D. Occurrence means covered event as defined in **underlying insurance**.

E. Other insurance means a policy of insurance providing coverage that this policy also provides. **Other insurance** includes any type of self-insurance or other mechanisms by which an insured arranges for funding of legal liabilities.

Other insurance does not include **underlying insurance** or a policy of insurance specifically purchased to be excess of this policy providing coverage that this policy also provides.

F. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

G. Underlying insurance means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy. We will only be liable for amounts in excess of the Applicable Limits of insurance shown in the Schedule of Underlying Insurance for any **underlying insurance**.

Waiver Of Subrogation (Blanket) Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO686782501	5/26/25	5/26/26	5/26/25		$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP686782301	5/26/25	5/26/26	5/26/25			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. **Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. **Tapes, Records and Discs Coverage**

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

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

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Amended Other Insurance Condition

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. SXS699489401	Effective Date: 05/26/2025

This endorsement modifies insurance provided under the:

Straight Excess Liability Policy

Condition **G. Other Insurance** of **SECTION V. CONDITIONS** is replaced with the following:

G. Other Insurance

If **other insurance** applies to damages that are also covered by this policy, this policy will apply excess of the **other insurance**. However, this provision will not apply:

1. If the **other insurance** is written to be excess of this policy; or
2. If you have agreed in a written contract to carry insurance to be primary and not contribute with that of an additional insured, provided that the additional insured:
   a. Is a Named Insured under such **other insurance**; and
   b. Has been granted primary and non-contributory status under scheduled underlying insurance.

Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**.

All other terms, conditions, provisions and exclusions of this policy remain the same.

PROFESSIONAL AND POLLUTION LEGAL LIABILITY POLICY
FOR
THE CONSTRUCTION AND ENVIRONMENTAL SERVICE INDUSTRIES

Certain coverages are "claims-made and reported" and have different reporting requirements from other sections of this Policy. In the event of a **Claim**, this Policy may require that a **Claim** be first made during the **Policy Period** and reported to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period. Please read this Policy carefully, including the Declarations and all Endorsements.

This Policy contains provisions that limit the amount of **Legal Expense** we are responsible to pay.

Throughout this Policy, the words "we", "us", and "our" mean the Company stated in the Declarations. The words "you" and "your" mean the **Insured**.

Words that are **bolded**, except for caption headings, have the meaning set forth in SECTION III – DEFINITIONS, whether expressed in singular or plural throughout this Policy.

In consideration of the payment of premium, in reliance upon the Application and subject to the Declarations and the terms and conditions of this Policy, we agree with you as follows:

SECTION I - INSURING AGREEMENTS

A. Professional Coverages

1. Professional Liability Coverage

We will pay on your behalf for **Professional Loss** that you become legally obligated to pay because of a **Claim** resulting from an actual or alleged negligent act, error or omission in **Professional Services**, provided that:

a. the **Professional Services** are rendered on or after the **Retroactive Date** and prior to the end of the **Policy Period**; and

b. the **Claim** is first made during the **Policy Period** and reported to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period.

2. Rectification Expense Coverage

We will pay on your behalf for **Rectification Expense** to avoid or reduce a **Claim** covered under this Policy, provided that:

a. all **Professional Services** giving rise to actual or potential damages are rendered on or after the **Retroactive Date** and prior to the end of the **Policy Period**;

b. during the **Policy Period**, you provide us with immediate notice of the negligent act, error or omission and of the proposed corrective action, if any, along with all supporting documentation, in writing prior to incurring any **Rectification Expense**;

c. you establish and we determine that your proposed **Rectification Expense** is reasonable and necessary in light of the actual liability for a **Claim** covered under this Policy that can be avoided or reduced by incurring the **Rectification Expense**; and

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d. all **Rectification Expense** must be approved by us, in writing, prior to being incurred by you.

If following the payment of **Rectification Expense**, a **Claim** is made against you, our total payment, including any payments previously paid by us, will not exceed the Limits of Liability shown in Item (3) and Item (4) of the Declarations.

If, in order to prevent **Bodily Injury** or **Property Damage**, you take immediate action that results in **Rectification Expense**, but you are not reasonably able to obtain prior approval from us in writing, we will indemnify you for such expense incurred over a period not exceeding ten (10) business days, beginning from the time the immediate action was taken, provided you can reasonably prove to us that such immediate action reduced the amount of the **Bodily Injury** or **Property Damage** that would otherwise have been paid under this Policy in the absence of such immediate action.

3. **Protective Loss Coverage**

We will indemnify the **Named Insured** for **Protective Loss**:

a. in excess of all applicable **Design Professional's Insurance**, or

b. for all amounts not covered by the **Design Professional's Insurance** pursuant to a valid coverage denial or limitation that is not contested by the **Design Professional**,

resulting from an actual or alleged negligent act, error or omission in **Design Professional Services** performed by a **Design Professional**, provided that:

(i) the **Design Professional Services** are rendered on or after the **Retroactive Date** and prior to the end of the **Policy Period**;

(ii) the **Protective Claim** is first made by you against the **Design Professional** and reported by you to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period; and

(iii) you have taken all steps necessary to pursue the **Protective Claim** and obtain recovery of all **Protective Loss** from the **Design Professional** and, where legally permissible, the **Design Professional's Insurance**.

B. **Pollution Coverages**

1. **Job Site Coverage - Occurrence**

We will pay on your behalf for **Pollution Loss** that you become legally obligated to pay as a result of a **Claim** arising from a **Pollution Condition** on, at, under or migrating from a **Job Site**, provided that:

a. the **Bodily Injury**, **Property Damage** or **Environmental Damage** occurs during the **Policy Period**;

b. the **Pollution Condition** results from **Contracting Services** or **Completed Operations**; and

c. the **Pollution Condition** results in a **Claim**.

2. **Transportation Coverage**

We will pay on your behalf for **Pollution Loss** as a result of a **Pollution Condition** that first commences and finally ends during the course of **Transportation**, provided that:

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a. the **Transportation** takes place during the **Policy Period**; and

b. the **Pollution Condition** is first discovered by you during the **Policy Period** and reported to us, in writing, during the **Policy Period** or within ninety (90) days of the end of the **Policy Period**; or

c. (i) the **Pollution Condition** results in a **Claim**; (ii) the **Claim** is for **Pollution Loss** that you become legally obligated to pay; and (iii) the **Claim** is first made during the **Policy Period** and reported to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period.

3. Emergency Remediation Expense Coverage

We will indemnify you for **Emergency Remediation Expense** incurred by you, provided that:

a. the **Pollution Condition** and notice of the **Emergency Remediation Expense** are reported to us, in writing, during the **Policy Period**, but in no event later than fourteen (14) days from the discovery of the **Pollution Condition**, or the end of the **Policy Period**, whichever occurs first, and

b. the **Pollution Condition** results from **Contracting Services** at a **Job Site**, or **Transportation**, rendered during the **Policy Period**.

4. Pollution Protective Loss Coverage

We will indemnify you for **Pollution Protective Loss**:

a. in excess of all applicable **Subcontractor's Insurance**, or

b. for all amounts not covered by the **Subcontractor's Insurance** pursuant to a valid coverage denial or limitation that is not contested by the **Subcontractor**,

resulting from a **Pollution Condition** on, at, under or migrating from a **Job Site** or a **Pollution Condition** in the course of **Transportation**, provided that:

(i) the **Bodily Injury**, **Property Damage** or **Environmental Damage** occurs during the **Policy Period**;

(ii) the **Pollution Condition** results from **Subcontractor Services** or **Completed Operations** of the **Subcontractor**;

(iii) the **Pollution Protective Claim** is first made by you against the **Subcontractor**; and

(iv) you have taken all steps necessary to pursue the **Pollution Protective Claim** and obtain recovery of all **Pollution Protective Loss** from the **Subcontractor** and, where legally permissible, the **Subcontractor's Insurance**.

5. Non-Owned Disposal Site Coverage

We will pay on your behalf for **Pollution Loss** that you become legally obligated to pay as a result of a **Pollution Condition** on, at, under or migrating from a **Non-Owned Disposal Site**, provided that:

a. the **Pollution Condition** first commences on or after the **Retroactive Date** and prior to the end of the **Policy Period**;

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b. the **Pollution Condition** arises from waste or material generated by **Contracting Services** performed at a **Job Site** or originates from **Your Location**;

c. the **Pollution Condition** results in a **Claim**; and

d. the **Claim** is first made during the **Policy Period** and reported to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period.

6. Your Location Coverage

We will pay on your behalf for **Pollution Loss** as a result of a **Pollution Condition** on, at, under or migrating from **Your Location**, provided that:

a. the **Pollution Condition** originates from **Your Location**; and

b. the **Pollution Condition** is sudden and accidental and first commences during the **Policy Period** and finally ends within ten (10) consecutive days from its first commencement; and

c. the **Pollution Condition** is first discovered by you during the **Policy Period** and reported to us, in writing, during the **Policy Period** or within ninety (90) days of the end of the **Policy Period**; or

d. (i) the **Pollution Condition** results in a **Claim**; (ii) the **Claim** is for **Pollution Loss** that you become legally obligated to pay; and (iii) the **Claim** is first made during the **Policy Period** and reported to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period.

SECTION II - SUPPLEMENTAL COVERAGES

The following Supplemental Coverages are afforded under this Policy. Any amounts paid under these coverages do not qualify as **Professional Loss**, **Rectification Expense**, **Protective Loss**, **Pollution Loss**, **Emergency Remediation Expense** or **Protective Pollution Loss**. In no event will we pay more than the Limits of Liability specified below. The Limits of Liability for each of the following Supplemental Coverages are separate from the Limits of Liability for the coverages in SECTION I - INSURING AGREEMENTS of this Policy, and payments made under these Supplemental Coverages do not erode the Aggregate Limits of Liability of this Policy. No Self-Insured Retention Amount applies to these Supplemental Coverages.

A. Disaster Response Expense Coverage

We will pay on your behalf up to an aggregate limit of liability of $250,000 for any reasonable and necessary expenses incurred by you, with our prior written consent, for a public relations or crisis management firm hired by you, and approved by us, to minimize potential harm to your reputation by maintaining or restoring public confidence in you resulting from a negligent act, error or omission in **Professional Services,** or a **Pollution Condition** resulting from **Contracting Services** or **Transportation**, that has or is likely to result in a **Media Event**. This limit of liability is the most we will pay regardless of the number of acts, errors or omissions, **Pollution Condition(s)** or **Media Event(s)**.

B. Green Building Materials Expense Coverage

We will pay on your behalf up to an aggregate limit of liability of $250,000 for any reasonable and necessary expenses incurred by you in the use of **Green Building Materials**, even when the use of such materials is not necessary, as part of **Restoration Costs** when otherwise covered under this Policy. This limit of liability is the most we will pay regardless of the number of **Pollution Condition(s)**.

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C. **Protective Loss/Pollution Protective Loss Bankruptcy Litigation Expense Coverage**

We will indemnify you up to an aggregate limit of liability of $25,000 for the reasonable and necessary fees and expenses incurred by you for retaining bankruptcy counsel in the making of a **Protective Claim** or a **Pollution Protective Claim** that qualifies for coverage under this Policy against a **Design Professional** or **Subcontractor**, as applicable, who has filed for or has been placed into bankruptcy under the United States Bankruptcy Code, provided that the **Protective Claim** or **Pollution Protective Claim** results in a judgment for you against the **Design Professional** or **Subcontractor** that is final and no longer subject to appeal. This limit of liability is the most we will pay regardless of the number of **Claim(s)**.

D. **Litigation Expense Coverage**

We will indemnify you up to an aggregate limit of liability of $25,000 for the actual loss of earnings and reasonable and necessary expenses incurred by you for attendance at depositions, hearings, arbitrations, **Mediation** or trials at our written request, for **Claim(s)** covered under this Policy. This limit of liability is the most we will pay regardless of the number of **Claim(s)**, events or persons attending.

E. **Subpoena Expense Coverage**

We will pay on your behalf up to an aggregate limit of liability of $25,000 for reasonable and necessary fees and costs of counsel retained by us to advise you regarding the production of subpoenaed documents or to represent you while preparing for or giving testimony in response to a subpoena that is both served on you during the **Policy Period** and reported by you to us, in writing, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period, and arises from **Professional Services** or **Pollution Conditions** that are within the scope of coverage under this Policy. This limit of liability is the most we will pay regardless of the number of subpoenas served.

F. **Disciplinary Proceeding Expense Coverage**

We will pay on your behalf up to an aggregate limit of liability of $25,000 for **Legal Expense** from a disciplinary proceeding against you before a design professional or contractor licensing board, provided that the disciplinary proceeding arises out of a negligent act, error or omission in **Professional Services**, or a **Pollution Condition** caused by **Contracting Services**, rendered on or after the **Retroactive Date** and before the end of the **Policy Period**, if the disciplinary proceeding is brought against you during the **Policy Period** and reported to us, in writing, by you, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period. This limit of liability is the most we will pay regardless of the number of proceedings.

G. **Americans with Disabilities Act and Fair Housing Act Expense Coverage**

We will pay on your behalf up to an aggregate limit of liability of $25,000 for **Legal Expense** from the investigation of or response to a regulatory or administrative action from a governmental agency under the Americans with Disabilities Act of 1990 (ADA), as amended, or the Fair Housing Act (FHA), as amended, alleging a negligent act, error or omission in **Professional Services** rendered on or after the **Retroactive Date** and before the end of the **Policy Period**, if the regulatory or administrative action is brought against you during the **Policy Period** and reported to us, in writing, by you, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period. This limit of liability is the most we will pay regardless of the number of investigations or actions.

H. **Building Information Modeling Expense Coverage**

We will indemnify you up to an aggregate limit of liability of $25,000 for reasonable and necessary additional expenses payable to a third-party software consulting company, that are not otherwise recoverable from any warranty or guarantee, arising from loss of or damage to information due to a malfunction of software used in connection with a Building Information Modeling (BIM) system purchased from a third-party vendor that was not modified by you or on your behalf, including erroneous calculations or modeling, provided that the malfunction is first discovered during the **Policy Period** and after the system has been put to its intended

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use in the course of construction in support of **Professional Services** or **Contracting Services** and is reported to us, in writing, by you, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or, where applicable, the Optional Extended Reporting Period. This limit of liability is the most we will pay regardless of the number of consulting companies, systems purchased or malfunctions.

SECTION III - DEFINITIONS

A. **Bodily Injury** means:

1. physical injury, sickness or disease, sustained by any person, including death resulting therefrom, and any accompanying medical or environmental monitoring; or

2. mental anguish, emotional distress or shock, sustained by any person.

B. **Claim** means any monetary demand, notice, or assertion of a legal right, alleging liability or responsibility on your part, and includes, but is not limited to, a lawsuit, petition, order or government or regulatory action commenced against you.

C. **Client** means the person or entity that directly hires the **Named Insured**, by written agreement signed by the **Named Insured**, to render **Contracting Services** and for whom the **Named Insured** renders such services.

D. **Completed Operations** means **Contracting Services** that are completed.

Completed Operations does not include **Contracting Services** that have been abandoned.

Contracting Services will be deemed completed at the earliest of the following times:

1. when all **Contracting Services** to be performed under a contract have been completed; or

2. when all **Contracting Services** to be performed at the **Job Site** have been completed; or

3. when that part of the **Contracting Services** performed at the **Job Site** has been put to its intended use by any person or entity other than another contractor or subcontractor working on the same project.

Contracting Services that may require further service, maintenance, correction, repair or replacement, but are otherwise complete, shall be deemed completed.

E. **Contracting Services** means any construction or environmental activity that is performed by or on behalf of the **Named Insured**.

Contracting Services also includes **Completed Operations**.

F. **Design Professional** means any person or entity that is qualified, certified or licensed to perform professional services that are covered by **Design Professional's Insurance**, including any **Subcontractors** and subconsultants.

G. **Design Professional's Insurance** means any liability insurance issued to a **Design Professional**.

H. **Design Professional Services** means professional services that any **Design Professional**:

1. agreed to perform pursuant to a written agreement with you or a **Design Professional**; retained by you or on your behalf; and

2. are included within the **Professional Services** that you agreed to perform in your written agreement with a **Client**.

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I. **Emergency Remediation Expense** means **Remediation Expense** incurred by you on an emergency basis that we determine was reasonable and necessary to mitigate the immediate effects of the **Pollution Condition** in light of the liability covered under this Policy that can be avoided or reduced by such mitigation.

J. **Environmental Damage** means physical damage into or upon land or structures thereupon, the atmosphere or any watercourse or body of water, including groundwater, caused by a **Pollution Condition** and resulting in **Remediation Expense**.

Environmental Damage does not include **Property Damage**.

K. **First Named Insured** means the person or entity stated in Item (1) of the Declarations.

L. **Green Building Materials** means building products or materials that are recognized by The Leadership in Energy and Environmental Design (LEED®), Green Globes Assessment and Rating System, International Green Construction Code or Energy Star as:

1. being environmentally preferable or sustainable; or

2. providing enhanced energy efficiency.

M. **Insured** means each of the following:

1. the **First Named Insured**;

2. the **Named Insured**;

3. the **Named Insured's** current and former directors, partners, principals, members, officers, stockholders, or trustees, but solely while acting within the course and scope of their duties as such;

4. the **Named Insured's** current and former employees, including **Leased Worker**, but solely within the course and scope of their employment or lease agreement;

5. the **Named Insured's** heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the **Named Insured** otherwise insured herein;

6. any **Predecessor in Interest**;

7. any entity newly formed or acquired by the **Named Insured** during the **Policy Period** where the **Named Insured** has greater than fifty percent (50%) ownership, control, or beneficial interest, provided that:

   a. coverage shall be provided only for **Professional Loss** and **Protective Loss** arising out of **Professional Services** or **Design Professional Services** or **Pollution Loss** and **Pollution Protective Loss** arising out of **Contracting Services** or **Subcontractor Services**, for services performed on or after the date of formation or acquisition, subject to the **Retroactive Date**; and

   b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity and we agree to accept coverage and issue an endorsement confirming coverage;

8. the **Named Insured** to the extent of its participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Named Insured's** legal liability for its rendering or failure to render **Professional Services** or **Contracting Services** under the respective legal

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entity.

9. Solely with regard to SECTION I - INSURING AGREEMENTS, B.1. Job Site Coverage - Occurrence, B.2. Transportation Coverage and B.5. Non-Owned Disposal Site Coverage, any person or entity, including a **Client**, as required by a written agreement, but only for:

   a. a **Pollution Condition** caused by **Contracting Services**; and

   b. the liability of the person or entity that results from the performance of the **Named Insured's Contracting Services**,

   provided that such written agreement is signed prior to the commencement of the **Pollution Condition**.

   Any insurance afforded under the terms and conditions of this Policy shall be limited to the scope of coverage required by such agreement and shall be limited to the lesser of the amount of the limits of liability required by such written agreement or the Limits of Liability under this Policy. In no event shall we be liable for any amounts in excess of the Limits of Liability shown in Item (3) and Item (4) B. Pollution Coverages of the Declarations.

N. **Insured Contract** means that part of any written agreement under which, the **Named Insured** assumes the tort liability of another party to pay compensatory damages for **Bodily Injury, Property Damage** or **Environmental Damage**, to a third-person or entity, provided that such written agreement is signed by the **Named Insured** prior to the **Bodily Injury, Property Damage** or **Environmental Damage**. Tort liability means a liability that would be imposed by law in the absence of any agreement.

O. **Job Site** means the location where **Contracting Services** are rendered.

Job Site does not include:

1. any location that is owned, rented, leased, used, or occupied by you except for:

   a. a location owned, rented, leased, or occupied by the **Client**; or

   b. a location that is rented, leased, or occupied (but not owned) by the **Named Insured** and is used on a temporary basis by you for a single project only, during the course of providing **Contracting Services** for such single project.

2. a **Non-Owned Disposal Site** or **Your Location**.

P. **Leased Worker** means a person leased to the **Named Insured**, by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

Q. **Legal Expense** means legal costs, charges and expenses incurred by you or on your behalf in the investigation or defense of a **Claim** arising from **Professional Services** or **Contracting Services**, and includes any necessary expert fees paid to experts retained by defense counsel.

Legal Expense does not include any of the following:

1. the time and expense incurred by you assisting us in the investigation or resolution of a **Claim** or in connection with **Remediation Expense**, including, but not limited to, the costs of your in-house counsel, salary charges of your regular employees or officials, and fees and expenses of counsel retained by you.

2. salary charges of our employees.

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3. legal cost, charges and expenses incurred in connection with **Rectification Expense, Emergency Remediation Expense** or to any legal costs or expenses incurred by you in the investigation, prosecution, pursuit, adjustment, making or appeal of a **Protective Claim** or a **Pollution Protective Claim**, except as provided by SECTION II - SUPPLEMENTAL COVERAGES, C. Protective Loss/Pollution Protective Loss Bankruptcy Litigation Expense Coverage.

R. **Low-Level Radioactive Waste and Material** means waste or material that when disposed is acceptable for disposal in a near-surface disposal facility or a land disposal facility as defined in 10 CFR 61.2.

S. **Media Event** means a spontaneous event that results in coverage by any television news or newspapers, in either print or internet editions.

Coverage in e-mails, blogs, vlogs or other private or not for profit media does not constitute a **Media Event**.

T. **Mediation** means an informal and non-binding dispute settlement process run by a neutral third-party approved by us.

U. **Mold Matter** means mold, mildew or any type or form of fungus, including mycotoxins, spores or by-products produced or released by fungi.

V. **Named Insured** means:

1. the **First Named Insured**; and

2. any person or entity designated as a **Named Insured** by endorsement to this Policy.

W. **Natural Resource Damage** means physical injury to, or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of use of the land or resources to the general public, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, or managed by, held in trust by, appertaining to, or otherwise controlled by the United States including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act 16 U.S.C. 1801 et. seq.), any State, Local or Provincial government, any foreign government, any Native American tribe or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe. The terms Natural Resource Damage and Natural Resource Damage Assessments are as further defined by statute [CERCLA §§101(6); 107(a)(4)(C); OPA §§1001(5); 1002(b)(2)] and regulation [43 CFR Part 11; 15 CFR Part 990].

X. **Non-Owned Disposal Site** means a location used by you for the treatment, storage or disposal of waste or material, provided that:

1. the **Non-Owned Disposal Site** is not managed, operated, owned or leased by you or your affiliate;

2. the **Non-Owned Disposal Site** is permitted or licensed by the applicable Federal, State, Local or Provincial authorities to accept such waste or material as of the date the waste or material is treated, stored or disposed at the **Non-Owned Disposal Site**; and

3. the **Non-Owned Disposal Site** is not listed on a proposed or final Federal National Priorities List or any State or Provincial equivalent National Priority List, Superfund or Hazardous Waste List prior to the treatment, storage or disposal of the waste or material at the **Non-Owned Disposal Site**.

Y. **Policy Period** means the period listed in Item (2) of the Declarations or any shorter period resulting from cancellation.

Z. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, acids, alkalis, electromagnetic fields, fumes, hazardous substances, bacteria, **Low-Level Radioactive Waste and Material**, **Mold Matter**, odors, smoke, soot, toxic chemicals, vapors and waste materials, including medical, infectious and pathological wastes.

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AA. **Pollution Condition** means:

1. the discharge, dispersal, release, seepage, migration or escape of **Pollutants** into or upon land or structures thereupon, the atmosphere or any watercourse or body of water, including groundwater; the continued discharge, dispersal, release, seepage, migration or escape of such **Pollutants** comprises a single **Pollution Condition**; and

2. the presence of **Mold Matter** in or on buildings or structures.

BB. **Pollution Loss** means each of the following that results from a **Pollution Condition**:

1. a monetary judgment, award or settlement of compensatory damages that is entered into with our prior written consent (such consent shall not be unreasonably withheld), for:

   a. **Bodily Injury** or **Property Damage**; or

   b. **Remediation Expense**;

2. with regard to SECTION I - INSURING AGREEMENTS, B.2. Transportation Coverage and B.6. Your Location Coverage, **Remediation Expense** that is incurred with our prior written consent (such consent shall not be unreasonably withheld);

3. civil fines and penalties assessed against a **Client** that the **Named Insured** is legally liable for, but only where insurance coverage for such fines and penalties is allowable by law;

4. civil fines and penalties assessed against you, but only where insurance coverage for such fines and penalties is allowable by law;

5. punitive, exemplary or multiplied damages that you are legally liable for, but only where insurance coverage for such damages is allowable by law; or

6. **Legal Expense** associated with Subsections BB.1. through BB.5 referenced directly above, that is incurred with our prior written consent (such consent shall not be unreasonably withheld);

7. **Restoration Costs** that are incurred with our prior written consent (such consent shall not be unreasonably withheld); and

8. the value of any reasonable and necessary services rendered, pursuant to any resolution that we have approved in advance in writing, by you to mitigate a **Pollution Condition** resulting from **Contracting Services**.

Pollution Loss does not include:

   a. injunctive or equitable relief;

   b. the return of fees or charges for services rendered;

   c. salaries of your employees or any **Leased Worker**; or

   d. your profit, overhead or mark-up.

CC. **Pollution Protective Claim** means a written demand made or lawsuit commenced by you against a **Subcontractor** alleging liability or responsibility on the part of the **Subcontractor** for **Pollution Protective Loss** based upon or arising out of the **Subcontractor's** rendering or failure to render **Subcontractor Services**.

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DD. **Pollution Protective Loss** means the amount you are legally entitled to recover from a **Subcontractor**, as determined by:

1. a final monetary judgment by a court of competent jurisdiction;

2. a final monetary award resulting from an arbitration or other dispute resolution proceeding that you participate in with our prior written consent; or

3. a settlement that we agree to in advance, in writing.

EE. **Predecessor in Interest** means any entity whose assets have been acquired by the **Named Insured** or whose partners, principals or shareholders have joined the **Named Insured** and whose name has been stated in the Application, submitted for this Policy and executed by the **Named Insured**, and for whose insurance the **Named Insured** is responsible by written agreement.

FF. **Professional Loss** means:

1. a monetary judgment, award or settlement of compensatory damages that is entered into with our prior written consent (such consent shall not be unreasonably withheld);

2. civil fines and penalties assessed against a third-party other than you that you are legally liable for, but only where insurance coverage for such fines and penalties is allowable by law;

3. civil fines and penalties assessed against you, but only where insurance coverage for such fines and penalties is allowable by law;

4. punitive, exemplary or multiplied damages that you are legally liable for, but only where insurance coverage for such damages is allowable by law;

5. liquidated damages assessed against you, or a settlement of liquidated damages that is entered into with our prior written consent (such consent shall not be unreasonably withheld), but only to the extent you would be legally liable in the absence of a contractual agreement; or

6. **Legal Expense** associated with Subsections FF.1. through FF.5. referenced directly above, that is incurred with our prior written consent (such consent shall not be unreasonably withheld); and

7. the value of any services rendered by you or on your behalf, pursuant to any resolution approved by us in writing, prior to the services being rendered, to correct a negligent act, error or omission in the performance of **Professional Services**.

Professional Loss does not include:

a. injunctive or equitable relief;

b. the return of fees or charges for services rendered;

c. salaries of your employees or any **Leased Worker**; or

d. your profit, overhead or mark-up.

GG. **Professional Services** means those activities listed in Item (5) of the Declarations that are rendered by or on behalf of the **Named Insured**.

HH. **Property Damage** means each of the following caused by a **Pollution Condition**:

1. physical injury to or destruction of tangible property, including the resulting loss of use thereof;

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2. loss of use of tangible property that has not been physically injured or destroyed;

3. diminished third-party property value, but only where there is physical injury to or the destruction of such tangible property; or

4. **Natural Resource Damage**.

Property Damage does not include **Environmental Damage**.

II. **Protective Claim** means a written demand made or lawsuit commenced by you against a **Design Professional** alleging liability or responsibility on the part of the **Design Professional** for **Protective Loss** based upon or arising out of the **Design Professional's** rendering or failure to render **Design Professional Services**.

JJ. **Protective Loss** means the amount you are legally entitled to recover from the **Design Professional**, as determined by:

1. a final monetary judgment by a court of competent jurisdiction;

2. a final monetary award resulting from an arbitration or other dispute resolution proceeding, that you participate in with our prior written consent; or

3. a settlement that we agree to in advance, in writing.

KK. **Rectification Expense** means direct costs and expenses to correct actual damages or prevent potential damages resulting from a negligent act, error or omission in your **Professional Services**.

Rectification Expense does not include any of your profit, overhead, mark-up; or any betterment to a project that **Rectification Expense** applies.

LL. **Remediation Expense** means reasonable and necessary expenses resulting from **Environmental Damage** caused by a **Pollution Condition** and incurred to investigate, assess, remove, dispose of, treat, abate, contain or neutralize a **Pollution Condition**, including any associated monitoring and testing costs.

MM. **Responsible Insured** means any of your officers, directors, partners, members, managers, supervisors or foreman, or any of your employees that have responsibility, in whole or in part, for risk control, risk management, health and safety or environmental affairs, control or compliance, and any manager of **Your Location**.

NN. **Restoration Costs** means reasonable and necessary costs incurred by you to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring **Remediation Expense**. **Restoration Costs** include the use of **Green Building Materials**, but only as set forth in SECTION II - SUPPLEMENTAL COVERAGES, B. Green Building Materials Expense Coverage.

However, these costs shall not exceed the Actual Cash Value of such real or personal property immediately prior to incurring the **Remediation Expense** or include costs associated with improvements or betterments, except for **Green Building Materials**. Actual Cash Value is defined as the cost to replace such real or personal property, immediately prior to incurring the **Remediation Expense**, minus the accumulated depreciation of the real or personal property.

OO. **Retroactive Date** means the date listed in Item (4) of the Declarations for each applicable coverage that is specified, if any, or any **Retroactive Date** listed on an endorsement to this Policy.

PP. **Subcontract** means a written agreement, purchase order or any such legal instrument issued under your written agreement for the performance of **Contracting Services** or **Transportation**.

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QQ. **Subcontractor** means any person or entity that enters into a **Subcontract** that assumes some or all of your obligation(s) to the **Client**.

RR. **Subcontractor Services** means **Contracting Services** or **Transportation** that are rendered by or on behalf of the **Subcontractor**.

SS. **Subcontractor's Insurance** means any liability insurance under which, the **Subcontractor** qualifies as an insured.

TT. **Transportation** means the movement of waste or material by land motor vehicle, trailer, semi-trailer, mobile equipment or watercraft, including the loading and unloading of such waste or material from the point of origin until the waste or material has arrived at its final destination, provided that:

1. the **Pollution Condition** occurs while in support of **Contracting Services**;

2. the **Pollution Condition** occurs at a location other than the **Job Site** or **Your Location**; and

3. the person or entity transporting the waste or material is properly licensed to transport such waste or material by the means utilized.

UU. **Underground Storage Tank** means any stationary container or vessel, which is ten percent (10%) or more beneath the surface of the ground and includes the associated underground piping, underground ancillary equipment and containment system(s) connected thereto, and is:

1. constructed primarily of non-earthen materials; and

2. designed to contain any substance.

For purposes of this definition, associated underground piping means piping leading to and away from the **Underground Storage Tank** until such piping is above ground or terminates in another **Underground Storage Tank**, receptacle, dispenser, or manufacturing process.

VV. **Your Location** means a location owned, rented to or leased by the **Named Insured**, provided that such location is listed in the Your Location Schedule endorsed onto this Policy.

Your Location does not include a **Job Site** or **Non-Owned Disposal Site**.

SECTION IV - EXCLUSIONS

A. The following exclusions apply to SECTION I - INSURING AGREEMENTS, A. Professional Coverages and B. Pollution Coverages:

This Policy does not apply to any **Claim**, negligent act, error or omission in **Professional Services**, **Professional Loss**, **Rectification Expense**, **Protective Loss**, **Pollution Condition**, **Pollution Loss**, **Emergency Remediation Expense**, **Pollution Protective Loss**, or any other coverage afforded under this Policy, including SECTION II – SUPPLEMENTAL COVERAGES, directly or indirectly for or based upon or arising out of:

1. **Contractual Liability**
your:

a. assumption of liability in a contract or agreement; or

b. breach of contract or agreement.

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(i) liability that you would have in the absence of a contract or agreement; or

(ii) solely with regard to SECTION I – INSURING AGREEMENTS, B.1. Job Site Coverage - Occurrence and B.2. Transportation Coverage, liability assumed by the **Named Insured** in an **Insured Contract**.

2. **Employer's Liability**
any injury to:

a. any of your employees, including any **Leased Workers**, directors, partners, principals, members, officers, stockholders or trustees, but solely within the course and scope of their employment or lease agreement and only if such injury arises in the course of:

(i) employment by you; or

(ii) performing duties related to the conduct of your business; or

b. the spouse, domestic partner, child, parent, brother or sister of anyone set forth in Subsection 2.a. directly above, as a consequence of any injury to any of the persons described in Subsection 2.a. directly above.

This exclusion applies whether you may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability the **Named Insured** assumed under an **Insured Contract**.

3. **Express Warranty and Guaranty**
any express warranty or guaranty.

This exclusion does not apply to liability you would have in the absence of such express warranty or guaranty.

4. **Your Faulty Workmanship**
solely with regard to SECTION I - INSURING AGREEMENTS, B. Pollution Coverages, the cost to repair or replace faulty workmanship, construction, fabrication, installation, assembly, erecting, manufacture or remediation, if such faulty workmanship, construction, fabrication, installation, assembly, erecting, manufacture or remediation was performed, in whole or in part, by you.

5. **Fiduciary Liability**
any involvement by you:

a. as a director, partner, principal, member, officer, stockholder, trustee, or employee of a business enterprise not stated in Item (1) of the Declarations or of any charitable organization, or pension, welfare, profit sharing, mutual or investment fund or trust; or

b. as a fiduciary under the Employee Retirement Income Security Act of 1974, as amended, or any regulation or order issued pursuant thereto or under any other employee benefit plan.

6. **Hostile Acts**
any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot, or civil commotion.

7. **Insurance and Suretyship**
the requiring, obtaining, maintaining, advising as to, or the failure to require, obtain, maintain or

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advise as to any form of insurance, suretyship or bond, either with respect to any **Insured** or any other person or entity.

8. **Insured versus Insured**
any **Claim** made by an **Insured** against any other **Insured**.

This exclusion does not apply to a **Claim** by any person or entity, including a **Client**, that meets the definition of an **Insured** in SECTION III – DEFINITIONS, M. **Insured**, Subsection 9.

9. **Intentional and Dishonest Acts**
a. intentional disregard of, or non-compliance with, any statute, regulation, ordinance, law or order, by you or at your direction or your agent's direction; or

b. actual or alleged fraudulent, dishonest, malicious or intentionally or inherently harmful conduct by you.

This exclusion does not apply to any **Insured** that did not allegedly commit or allegedly participate in committing any of the foregoing conduct described above.

10. **Known Circumstances or Conditions**
a. a **Claim**, negligent act, error or omission in **Professional Services, Professional Loss, Rectification Expense, Protective Claim, Protective Loss, Pollution Condition, Pollution Loss, Emergency Remediation Expense, Pollution Protective Claim** or **Pollution Protective Loss** reported to or known by a **Responsible Insured** prior to the inception of the **Policy Period**; or

b. a circumstance or condition known by a **Responsible Insured** prior to the inception of the **Policy Period**, which is not identified by you in the statements, declarations and information contained in the Application for this Policy, where the **Responsible Insured** should have reasonably foreseen that a **Claim**, negligent act, error or omission in **Professional Services, Professional Loss, Protective Claim, Protective Loss, Pollution Condition, Pollution Loss, Pollution Protective Claim**, or **Pollution Protective Loss** would result, or **Rectification Expense** or **Emergency Remediation Expense** would be incurred.

However, in the event that during the **Policy Period** you exacerbate a **Pollution Condition** caused by others, coverage is not excluded for that portion of the **Pollution Loss, Emergency Remediation Expense** or **Pollution Protective Loss** that would not exist but for your exacerbation of the **Pollution Condition**.

11. **Notices to Previous Insurers**
any **Claim**, negligent act, error or omission in **Professional Services, Rectification Expense, Protective Claim, Pollution Condition, Emergency Remediation Expense, Pollution Protective Claim** or other circumstance reported by you in part or in whole under any prior policy.

12. **Products Liability**
any goods, materials or products designed, manufactured, sold, handled, distributed or supplied by you, a **Design Professional**, a **Subcontractor** or by others under license or trade name from you, a **Design Professional** or **Subcontractor**.

This exclusion does not apply to:

a. the design of a good or product that has been specifically designed or otherwise provided to accommodate the specifications of a particular project or multiple projects for a specific customer. This exception does not apply to any subsequently manufactured goods or products using the same design, without alteration, as any previously customized good or product;

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b. computer software or programs specifically developed for a third-party that is not available for general sale and distribution, and is provided in conjunction with **Professional Services**, **Design Professional Services**, **Contracting Services** or **Subcontractor Services**; or

c. the fabrication, assembly or installation of goods, materials or products provided in connection with the performance of **Contracting Services**.

13. **Property**

a. damage to any real property owned, rented or leased by you, except for **Your Location** or real property owned or leased by, or in the care, custody or control of, the **Client**; or

b. for the repair, replacement or restoration of any personal property you own or lease, except for personal property owned or leased by, or in the care, custody or control of, the **Client**.

14. **Radioactive / Nuclear Material**

a. material or waste that if disposed must be placed in a geologic repository as defined in 10 CFR 60 or 10 CFR 63 or any other existing or planned disposal facility for waste that would not otherwise qualify as **Low-Level Radioactive Waste and Material**;

b. radioactive waste or material for which, you have coverage under any nuclear insurance policy or have received indemnity from any United States or international government authority or statute, including but not limited to the United States Price Anderson Act (Public Law 100-408) or the United States National Defense Contracts Act (Public Law 85-804);

c. tailings, milling wastes, or products produced by the extraction of uranium or thorium from any ore processed for its source material;

d. any nuclear weapon, engineered assembly, or component thereof designed to cause the release of radiological material or any hazardous substance onto a chosen target or to generate a nuclear detonation; and

e. the existence, required removal or abatement of naturally occurring radioactive materials or technologically enhanced naturally occurring radioactive materials, including but not limited to radon,

including, but not limited to the actual, alleged or threatened exposure of any person(s) or property to any such matter.

15. **Related Entities and Individuals**

a **Claim** by an entity or individual:

a. that wholly or partially owns, operates or manages you;

b. that you have a direct or indirect ownership interest of twenty-five percent (25%) or more;

c. that is controlled, operated or managed by you; or

d. that is an affiliate of you.

16. **Workers' Compensation and Similar Laws**

your obligation under a workers' compensation, unemployment compensation, or disability benefits law or any similar law.

B. The following exclusions apply only to SECTION I - INSURING AGREEMENTS, A.3. Protective Loss Coverage and B.4. Pollution Protective Loss Coverage:

We shall not be liable to make any payment or indemnify you for any **Protective Loss** or **Pollution**

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Protective Loss directly or indirectly for or based upon or arising out of:

1. **Default Judgment**
a default judgment, monetary award or any liability imposed where the **Design Professional** or **Subcontractor** failed to appear, respond, answer, defend or otherwise plead in connection with the **Protective Claim** or **Pollution Protective Claim**.

This exclusion does not apply if you establish that you would have recovered, from the **Design Professional** or **Subcontractor** in the absence of a default judgment, a monetary award or had any liability imposed where the **Design Professional** or **Subcontractor** failed to appear, respond, answer, defend or otherwise plead in connection with the **Protective Claim** or **Pollution Protective Claim**.

2. **Project-Specific Policy**
a **Protective Claim** or **Pollution Protective Claim** for which, insurance is available to you under a project specific policy, or would have been available but for the exhaustion of limits of liability under such policy.

C. The following exclusions apply only to SECTION I - INSURING AGREEMENTS, B.6. Your Location Coverage:

We shall not be liable to make any payment for any **Pollution Loss** directly or indirectly for or based upon or arising out of:

1. **Asbestos and Lead-Based Paint**
the existence of, required removal or abatement of lead-based paint or asbestos, in any form, in or on any building or structure on or at **Your Location**, including, but not limited to products containing asbestos, asbestos fibers, asbestos dust, and asbestos containing materials.

2. **Divested Location**
any **Pollution Condition** on, at, under or migrating from **Your Location**, where the actual discharge, dispersal, release, seepage, migration or escape of **Pollutants** commenced subsequent to the time **Your Location** was sold, given away, no longer used or leased by you, abandoned by you, or condemned.

3. **Material Change in Use**
a material change in the use of, or operations at, **Your Location** from the use or operations identified by you in the statements and information contained in the Application for this Policy including any other supplemental materials submitted to us prior to the inception of the **Policy Period** or prior to **Your Location** being endorsed onto this Policy.

4. **Underground Storage Tank**
the existence of any **Underground Storage Tank** on, at or under **Your Location**.

This exclusion does not apply to:

a. an **Underground Storage Tank** that is closed, abandoned in place or removed prior to the inception of the **Policy Period**, in accordance with all applicable Federal, State, Local or Provincial regulations;

b. an **Underground Storage Tank** that is identified in the Your Location Schedule endorsed onto this Policy;

c. an **Underground Storage Tank**, the existence of which, is unknown by a **Responsible Insured** as of the inception of the **Policy Period**;

d. any flow-through process tank, including oil/water separator; or

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e. storage tank(s) situated in a man-made underground area (such as a basement, cellar, mine shaft or tunnel) if the storage tank is situated upon or above the surface of the floor.

SECTION V - LIMITS OF LIABILITY AND SELF-INSURED RETENTION AMOUNT

A. Aggregate Limits of Liability

1. The Policy Aggregate Limit of Liability set forth in Item (3) of the Declarations is the most we shall pay for the sum of all **Professional Loss**, **Rectification Expense**, **Protective Loss**, **Pollution Loss**, **Emergency Remediation Expense**, **Pollution Protective Loss**, and any other amounts for which insurance is afforded under SECTION I - INSURING AGREEMENTS of this Policy, regardless of the number of **Claim(s)**.

2. The Aggregate Limit of Liability for A. Professional Coverages, set forth in Item (4) A. Professional Coverages of the Declarations is the most we shall pay for the sum of all **Professional Loss**, **Rectification Expense**, **Protective Loss**, and any other amounts for which insurance is afforded under SECTION I - INSURING AGREEMENTS, A. Professional Coverages of this Policy, regardless of the number of **Claim(s)**.

3. The Aggregate Limit of Liability for B. Pollution Coverages, set forth in Item (4) B. Pollution Coverages of the Declarations is the most we shall pay for the sum of all **Pollution Loss**, **Emergency Remediation Expense**, **Pollution Protective Loss**, and any other amounts for which insurance is afforded under SECTION I - INSURING AGREEMENTS, B. Pollution Coverages of this Policy, regardless of the number of **Pollution Condition(s)** or **Claim(s)**.

B. Limits of Liability

1. Subject to the Aggregate Limit of Liability for A. Professional Coverages, set forth in Item (4) A. Professional Coverages of the Declarations, the Limit of Liability for each negligent act, error or omission for each coverage set forth in Item (4) A. Professional Coverages of the Declarations is the most we shall pay for all **Professional Loss**, **Rectification Expense** and **Protective Loss** based upon or arising out of a single negligent act, error or omission for which insurance is afforded under SECTION I - INSURING AGREEMENTS, A. Professional Coverages of this Policy.

2. Subject to the Aggregate Limit of Liability for B. Pollution Coverages, set forth in Item (4) B. Pollution Coverages of the Declarations, the Limit of Liability for each **Pollution Condition** for each coverage set forth in Item (4) B. Pollution Coverages of the Declarations is the most we shall pay for all **Pollution Loss**, **Emergency Remediation Expense** and **Pollution Protective Loss** based upon or arising out of the same, related, repeated or continuous **Pollution Condition** for which insurance is afforded under SECTION I - INSURING AGREEMENTS, B. Pollution Coverages of this Policy.

C. Legal Expense in Addition to the Limits of Liability

1. Professional Liability

Solely with respect to SECTION I - INSURING AGREEMENTS, A.1. Professional Liability Coverage, once the applicable Self-Insured Retention Amount has been satisfied, **Legal Expense** shall not begin to reduce the Limits of Liability set forth in Item (3) or Item (4) A. Professional Coverages Aggregate Limit of Liability of the Declarations, until we have incurred, on behalf of one or more **Insureds**, the **Legal Expense** Aggregate Limit of Liability, if any, set forth in Item (4) A. of the Declarations. Once we have incurred the Item (4) A. **Legal Expense** Aggregate Limit of Liability, **Legal Expense** applies to and reduces each applicable Limit of Liability set forth in Item (3) and Item (4) A. Professional Coverages Aggregate Limit of Liability of the Declarations.

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2. **Pollution Liability**

Solely with respect to SECTION I - INSURING AGREEMENTS, B.1. Job Site Coverage - Occurrence, B.2. Transportation Coverage, B.5. Non-Owned Disposal Site Coverage and B.6. Your Location Coverage, once the applicable Self-Insured Retention Amount has been satisfied, **Legal Expense** shall not begin to reduce the Limits of Liability set forth in Item (3) and Item (4) B. Pollution Coverages Aggregate Limit of Liability of the Declarations until we have incurred, on behalf of one or more **Insureds**, the **Legal Expense** Aggregate Limit of Liability, if any, set forth in Item (4) B. of the Declarations. Once we have incurred the Item (4) B. **Legal Expense** Aggregate Limit of Liability, **Legal Expense** applies to and reduces each applicable Limit of Liability set forth in Item (3) and Item (4) B. Pollution Coverages Aggregate Limit of Liability of the Declarations.

D. **Self-Insured Retention Amount**

1. The Self-Insured Retention Amount must first be satisfied by payments by you that have been made with our prior written consent (such consent shall not be unreasonable withheld), or by covered **Emergency Remediation Expense**, before we have any obligation to pay any amounts under this Policy. The Self-Insured Retention Amount must be paid by you and be uninsured and cannot be satisfied by payments made under another insurance policy. In the event that you or the person or entity designated by the **First Named Insured** does not satisfy the Self-Insured Retention Amount, the **First Named Insured** is responsible for the Self-Insured Retention Amount obligation.

2. Subject to the Limits of Liability set forth in Item (3) and Item (4) A. Professional Coverages of the Declarations, we are liable only for that portion of **Professional Loss** and **Rectification Expense** under SECTION I - INSURING AGREEMENTS, A. Professional Coverages, of this Policy in excess of the Self-Insured Retention Amount for each negligent act, error or omission, if any, set forth in Item (4) A. Professional Coverages of the Declarations for each such coverage.

3. Subject to the Limits of Liability set forth in Item (3) and Item (4) B. Pollution Coverages of the Declarations, we are liable only for that portion of **Pollution Loss** and **Emergency Remediation Expense** under SECTION I - INSURING AGREEMENTS, B. Pollution Coverages, of this Policy in excess of the Self-Insured Retention Amount for each Pollution Condition, if any, set forth in Item (4) B. Pollution Coverages of the Declarations for each such coverage.

4. **Legal Expense** applies to and reduces each applicable Self-Insured Retention Amount set forth in Item (4) A. Professional Coverages and Item (4) B. Pollution Coverages, and the **Legal Expense** Aggregate Limit of Liability, if any, set forth in Item (4) A. and Item (4) B. of the Declarations.

5. When a written agreement executed prior to the negligent act, error or omission in **Professional Services** or discovery of a **Pollution Condition**, specifies a Self-Insured Retention Amount less than the Self-Insured Retention Amount for the applicable coverage(s) stated in Item (4) of the Declarations, then the Self-Insured Retention Amount applicable to such coverage shall be the lesser amount required by that written agreement, provided that:

   a. you promptly reimburse us for the amount of the difference between the Self-Insured Retention Amount required by written agreement and the Self-Insured Retention Amount for the applicable coverage(s) stated in Item (4) of the Declarations; and

   b. you indemnify us for any loss, cost, expense or attorney's fees and costs incurred by us in enforcing our rights herein.

6. If you mutually agree with us to use **Mediation** to resolve a **Claim** and the **Claim** is subsequently resolved as a direct consequence of **Mediation**, the Self-Insured Retention Amount applicable to said **Claim** shall be reduced by fifty percent (50%), subject to a maximum reduction of no more than $25,000. In the event you owe any portion of the Self-Insured Retention Amount, it shall be paid to us within thirty (30) days following receipt of the executed, full and final release of the **Claim**.

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E. Multiple Insureds and Multiple Related Claims

1. The number of **Insureds** covered by this Policy shall not operate to increase either any Limits of Liability or **Legal Expense** set forth in Item (3) or Item (4) of the Declarations, or as set forth in SECTION II - SUPPLEMENTAL COVERAGES, notwithstanding any other provisions of this Policy.

2. Multiple **Claim(s)** against one or multiple **Insureds**, **Rectification Expense** indemnified for one or multiple **Insureds**, or **Protective Claim(s)** made by one or multiple **Insureds**, for **Professional Loss**, **Rectification Expense** or **Protective Loss**, incurred over one or more **Policy Period(s)** and based upon or arising out of the same, related, repeated or continuous negligent act, error or omission shall be treated as a single **Claim,** subject to:

   a. a single Limit of Liability;

   b. a single Self-Insured Retention Amount; and

   c. shall not operate to increase any Limits of Liability or **Legal Expense** set forth in Item (3) or Item (4) of the Declarations.

   All such **Claim(s)**, **Rectification Expense** or **Protective Claim(s)**, whenever made, shall be considered first made on the date the earliest such **Claim**, **Rectification Expense** or **Protective Claim** was first made, or incurred and only a policy providing coverage for the earliest **Claim(s)**, incurred **Rectification Expense** or **Protective Claim(s)** shall afford coverage.

   If more than one coverage applies to the whole or a part of any **Claim(s)**, **Rectification Expense** or **Protective Claim(s)** treated as a single **Claim** pursuant to this section, then the each negligent act, error or omission Limit of Liability for the entirety of that single **Claim** and the applicable Self-Insured Retention Amount for that single **Claim** shall be those set forth in Items (4) A.1. Professional Liability Coverage, A.2. Rectification Expense Coverage, or A.3. Protective Loss Coverage of the Declarations for the applicable coverage with the largest each negligent act, error or omission Limit of Liability and Self-Insured Retention Amount.

   If more than one applicable coverage has the same each negligent act, error or omission Limit of Liability, but have different Self-Insured Retention Amounts, then the largest Self-Insured Retention Amount shall apply to that single **Claim**.

3. Multiple **Claim(s)** against one or multiple **Insureds**, **Emergency Remediation Expense** indemnified for one or multiple **Insureds,** or **Pollution Protective Claim(s)** made by one or multiple **Insureds,** for **Pollution Loss**, **Emergency Remediation Expense** or **Pollution Protective Claim(s)**, over one or more **Policy Period(s)** and arising out of the same, related, repeated or continuous **Pollution Condition** shall be treated as a single **Claim**, subject to:

   a. a single Limit of Liability;

   b. a single Self-Insured Retention Amount; and

   c. shall not operate to increase any Limits of Liability or **Legal Expense** set forth in Item (3) or Item (4) of the Declarations.

   All such **Claim(s)**, **Emergency Remediation Expense** or **Pollution Protective Claim(s)**, whenever made, shall be considered first made on the date the earliest such **Claim(s)**, **Emergency Remediation Expense** or **Pollution Protective Claim(s)** was first made and only the policy providing coverage for the earliest **Claim(s)**, **Emergency Remediation Expense** or **Pollution Protective Claim(s)** shall afford coverage.

   If more than one coverage applies to the whole or a part of a **Claim(s)**, **Pollution Protective Claim(s)** or **Emergency Remediation Expense** treated as a single **Claim** pursuant to this section,

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then the each **Pollution Condition** Limit of Liability for the entirety of that single **Claim** and the applicable Self-Insured Retention Amount for that single **Claim** shall be those set forth in Items (4) B.1. Job Site Coverage - Occurrence, B.2. Transportation Coverage, B.3. Emergency Remediation Expense, B.4. Pollution Protective Loss Coverage, B.5. Non-Owned Disposal Site Coverage, and B.6. Your Location Coverage of the Declarations for the applicable coverage with the highest each **Pollution Condition** Limit of Liability.

If more than one applicable coverage has the same each **Pollution Condition** Limit of Liability, but has different Self-Insured Retention Amounts, then the highest Self-Insured Retention Amount shall apply to that single **Claim**.

F. Exhaustion of Applicable Limit of Liability

Once any applicable Limit of Liability set forth in Item (3) or Item (4) of the Declarations, or set forth in SECTION II - SUPPLEMENTAL COVERAGES, has been exhausted, we have no obligation to:

1. defend or continue to defend any **Claim** by paying **Legal Expense** under the applicable Limit of Liability; or

2. pay any **Professional Loss**, **Rectification Expense**, **Protective Loss**, **Pollution Loss**, **Emergency Remediation Expense**, **Pollution Protective Loss**, SECTION II - SUPPLEMENTAL COVERAGES, or any other amounts under that applicable Limit of Liability.

G. Insurance Under Multiple Policies

1. Notwithstanding anything to the contrary in this Policy or any other policy issued by us or an entity affiliated with us, under no circumstances shall more than one policy issued to you by us or an entity affiliated with us apply to any **Professional Loss**, **Rectification Expense**, **Protective Loss**, **Pollution Loss**, **Emergency Remediation Expense** or **Pollution Protective Loss** that:

   a. arise(s) out of the same, related, repeated or continuous act(s), error(s) or omission(s) in rendering or failing to render **Professional Services** or **Design Professional Services**; or

   b. arise(s) out of the same, related, repeated or continuous **Pollution Condition(s)**; or

   c. arise(s) out of **Bodily Injury**, **Property Damage**, **Environmental Damage** or other injury, damage or loss that occurs or continues through more than one policy period of two or more policies (including this Policy) issued by us or an entity affiliated with us.

2. If the **Bodily Injury**, **Property Damage**, **Environmental Damage** or other injury, damage or loss arises out of a **Pollution Condition(s)**, then the only policy that shall respond to any resulting **Professional Loss**, **Rectification Expense**, **Protective Loss**, **Pollution Loss**, **Emergency Remediation Expense** or **Pollution Protective Loss** is the first policy in effect when the first exposure to the **Pollution Condition(s)** occurs.

   However, if the date of the first exposure to the **Pollution Condition(s)**:

   a. occurs prior to the first day of the policy period of the first policy issued by us or an entity affiliated with us, or

   b. cannot be determined,

   then the first exposure to the **Pollution Condition(s)** shall be deemed to have occurred only on the first day of the policy period of the first policy issued by us or an entity affiliated with us.

3. If the **Bodily Injury**, **Property Damage**, **Environmental Damage** or other injury, damage or loss arises out of something other than a **Pollution Condition**, then the only policy that shall respond is

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the policy in effect when the actual or alleged negligent act(s), error(s) or omission(s) in rendering or failing to render **Professional Services** or **Design Professional Services** was first reported to us or an entity affiliated with us.

SECTION VI – OPTIONAL EXTENDED REPORTING PERIOD

SECTION VI – OPTIONAL EXTENDED REPORTING PERIOD only applies to insurance afforded by this Policy under SECTION I - INSURING AGREEMENTS, A.1. Professional Liability Coverage, A.3. Protective Loss Coverage, B.2. Transportation Coverage, B.5. Non-Owned Disposal Site Coverage and B.6. Your Location Coverage.

In the event of non-renewal or cancellation of this Policy by the **First Named Insured**, the **First Named Insured** may purchase an Optional Extended Reporting Period of up to three (3) consecutive three-hundred and sixty-five (365) day periods, subject to the following terms, conditions and exceptions:

1. The Optional Extended Reporting Period becomes effective upon payment of an additional premium. Regardless of the period purchased for the Optional Extended Reporting Period, the additional premium will be not more than one hundred percent (100%) of the total premium of this Policy. The Optional Extended Reporting Period commences on the last day of the **Policy Period** and becomes effective for up to three (3) consecutive three-hundred and sixty-five (365) day periods. The ninety (90) days of additional reporting, if applicable, will be merged into the Optional Extended Reporting Period and is not in addition to the Optional Extended Reporting Period.

2. The **First Named Insured** must request the purchase of the Optional Extended Reporting Period in writing to us within thirty (30) days following the termination of this Policy and pay the premium to us promptly when due.

3. If purchased, the Optional Extended Reporting Period shall apply to:

   a. a **Claim** or **Protective Claim** first made against you or by you, as applicable, during the **Policy Period** and reported to us, in writing, during the Optional Extended Reporting Period and otherwise covered under this Policy; or

   b. a **Claim** or **Protective Claim** first made against you or by you, as applicable, and reported to us, in writing, during the Optional Extended Reporting Period and otherwise covered under this Policy. In this case, the **Claim** or **Protective Claim** shall be deemed to have been made against you or by you, as applicable, on the last day of the **Policy Period**.

4. Solely with respect to SECTION I – INSURING AGREEMENTS, B.6. Your Location Coverage, if purchased, the Optional Extended Reporting Period does not apply where a **Pollution Condition** is first discovered by you after the **Policy Period**.

5. The **First Named Insured** shall not have the right to purchase the Optional Extended Reporting Period where:

   a. this Policy is terminated for fraud or cancelled on any ground set forth in Subsections 2.a., 2.b. and 2.c. of SECTION VIII - CONDITIONS, D. Cancellation; or

   b. you have obtained other replacement insurance from an entity other than us or our affiliate which is effective after the end of the **Policy Period**, regardless of whether the coverage afforded under such replacement insurance is identical to the coverage afforded under this Policy.

6. The Optional Extended Reporting Period granted hereunder shall be subject to all the terms and conditions of this Policy and shall only apply to **Claim(s)** or **Protective Claim(s)** based upon or arising out of the performance of **Professional Services**, **Design Professional Services**, **Contracting Services** or **Subcontractor Services** prior to the cancellation or non-renewal of this Policy, and that are otherwise covered under this Policy.

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7. The Optional Extended Reporting Period shall be non-cancellable except for fraud or for any ground set forth in Subsections 2.a., 2.b., and 2.c. of SECTION VIII – CONDITIONS, D. Cancellation. At the commencement of the Optional Extended Reporting Period, the entire premium shall be considered one hundred percent (100%) fully earned.

8. The Limits of Liability applicable to the Optional Extended Reporting Period shall be the Limits of Liability remaining under this Policy.

9. The quotation of different terms and conditions by us and the **First Named Insured's** choice not to accept those quoted terms and conditions shall not be construed as non-renewal of this Policy.

SECTION VII - REPORTING, DEFENSE, SETTLEMENT AND COOPERATION

A. Admission of Liability and Recommended Settlement

As a condition precedent to the coverage hereunder:

You shall not admit liability with respect to any **Claim** without our prior written consent.

If we recommend a settlement of a **Claim**:

1. for an amount within the Self-Insured Retention Amount, and you refuse to settle for such recommended amount, we shall not be liable for any **Professional Loss**, **Pollution Loss**, and any other coverage afforded by endorsement; or

2. for a total amount in excess of the Self-Insured Retention Amount, and you refuse to settle for such recommended amount, our liability for **Professional Loss**, **Pollution Loss**, and any other coverage afforded by endorsement, shall be limited to that portion of such recommended amount, plus the **Legal Expense** incurred as of the date we recommended such settlement amount, which exceeds the Self-Insured Retention Amount, but falls at or within the Limits of Liability.

B. Circumstance Reporting

If during the **Policy Period**, the **Named Insured** first becomes aware of an actual or alleged negligent act, error or omission in **Professional Services** or a **Pollution Condition,** that the **Named Insured** reasonably believes may result in a **Claim** (hereafter referred to as a "Circumstance") that this Policy may apply, the **Named Insured** may provide written notice, of the actual or alleged negligent act, error omission in **Professional Services** or the **Pollution Condition**, to us during the **Policy Period**.

Any such Circumstance that subsequently becomes a **Claim** made against the **Named Insured** and reported to us, in writing, shall be considered to have been first made and reported during the **Policy Period** and shall be subject to all of the terms and conditions of this Policy.

As a condition precedent to the rights afforded to the **Named Insured** under this Subsection B., such written notice to us of a Circumstance shall contain all of the following information:

1. the date and details of all actual and alleged negligent acts, errors or omissions in **Professional Services** that took place, along with the specific nature, date and extent of any injury or damage that has been sustained;

2. the date and details of the **Pollution Condition** and the **Contracting Services** that may have caused such condition;

3. copies of any agreements that have been entered into by the **Named Insured** that are related to the **Professional Services** or **Contracting Services**; and

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4. details explaining how the **Named Insured** first became aware of the Circumstance.

We shall determine, in our sole discretion, whether the **Named Insured's** written notice satisfies the condition precedent above.

C. **Defense**

We have the right and the duty to defend any **Claim** against you seeking **Professional Loss** or **Pollution Loss** to which this insurance applies, subject to satisfaction of the Self-Insured Retention Amount, even if any of the allegations are groundless, false or fraudulent. We shall have the right, but not the duty to defend you against any **Claim** for **Professional Loss** or **Pollution Loss** where the Self-Insured Retention Amount has not yet been satisfied. We shall also have the right to select counsel to defend you in connection with any **Claim** or **Pollution Condition** covered under this Policy. If we exercise such rights set forth above, you must promptly reimburse us for any payments made by us within the Self-Insured Retention Amount, if any. However, we have no duty to defend any **Claim** against you to which this insurance does not apply.

D. **Duties**

As a condition precedent to the coverage hereunder:

1. You must notify us of each of the following, as soon as practicable:

   a. a **Claim**, **Protective Claim** or **Pollution Protective Claim**;

   b. **Bodily Injury** or **Property Damage** that may result in a **Claim**, **Protective Claim** or **Pollution Protective Claim**;

   c. an act, error or omission in **Professional Services** that may result in a **Claim**, **Rectification Expense** or **Protective Claim**;

   d. a **Pollution Condition**; and

   e. **Remediation Expense**.

2. You must forward to us or to any of our authorized agents all demands, notices, summonses, legal papers or orders received by you or your representative as soon as practicable.

3. You must provide to us, whether orally or in writing, notice of the particulars including the time, place and circumstances of the **Claim**, act, error or omission in **Professional Services** or **Design Professional Services**, **Protective Claim**, **Pollution Condition**, **Pollution Protective Claim**, **Bodily Injury**, **Property Damage** or **Remediation Expense**, along with the names and addresses of any injured persons and witnesses. In the event of oral notice, you must furnish to us a written notice of such particulars as soon as practicable.

   Notice, whether orally or in writing, must be provided to us when a **Protective Claim** or **Pollution Protective Claim** is initiated.

4. You must cooperate with us with respect to any coverage sought under this Policy. Upon our request, you shall submit to examination under oath by a representative of us.

5. You shall attend hearings, depositions and trials and assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and otherwise cooperate in the investigation or defense of a **Claim**, and the maintenance and pursuit of, and recovery of monies in connection with the **Protective Claim** and **Pollution Protective Claim**. You must further cooperate with us and do whatever is necessary to secure and affect any rights of indemnity, contribution, apportionment or subrogation that you or we may have.

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SECTION VIII - CONDITIONS

A. Action Against Us

No action by a third-party to this Policy shall lie against us unless, as a condition precedent thereto:

1. you have fully complied with all of the terms of this Policy; and

2. the amount you are obligated to pay has been finally determined either by judgment against you after actual trial or by your written agreement, the claimant and us.

Any person or entity that has secured such judgment or entered into such written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or entity shall have any right under this Policy to join us as a party to any action against you to determine your liability, nor shall we be brought into such action by you or your legal representative.

B. Assignment

This Policy cannot be assigned without our prior written consent. Such consent shall not be unreasonably withheld or delayed.

C. Bankruptcy or Insolvency

Your bankruptcy or insolvency, or of your estate, shall not relieve us of any of our obligations under this Policy.

D. Cancellation

The following with regards to cancellation apply to this Policy:

1. Cancellation by the **First Named Insured**:

   This Policy may be cancelled by the **First Named Insured** by mailing to us written notice stating when thereafter the cancellation shall be effective. The mailing of such notice must be sent by certified mail, return receipt requested or by electronic mail. The effective date and time of cancellation stated in the written notice shall become the end of the **Policy Period**.

   The Minimum Earned Premium for this Policy shall be the percentage stated in Item (7) of the Declarations of the total premium for this Policy. This means that such percentage of the total premium for this Policy is fully earned by us on the inception of the **Policy Period**. The **First Named Insured** is not entitled to any return of the Minimum Earned Premium upon cancellation.

   If the Minimum Earned Premium is less than one hundred percent (100%) of the total premium for this Policy, and the **First Named Insured** cancels this Policy, then the amount of premium returnable after the minimum premium earned is retained by us shall be computed in accordance with the customary short-rate table and procedure.

2. Cancellation by Us:

   This Policy may be cancelled by us by mailing to **the First Named Insured** at the address shown in Item (1) of the Declarations, written notice stating when not less than ninety (90) days thereafter [or fifteen (15) days for non-payment of premium] such cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice of cancellation. The effective date and time of cancellation stated in the written notice shall become the end of the **Policy Period**.

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We may cancel this Policy at any time, but only for the following reasons:

a. you made a material misrepresentation that affects our assessment of the risks insured by this Policy;

b. you breached or failed to comply with Policy terms, conditions, contractual duties or any of your obligations under this Policy or at law; or

c. you failed to pay the premium or the Self-Insured Retention Amount.

If we cancel this Policy for reasons set forth in Subsections D.2.a. or D.2.b. referenced directly above, then the amount of premium returnable to the **First Named Insured** is computed on a pro-rata basis. If we cancel the Policy for reasons set forth in Subsection D.2.c. above, there shall be no return premium.

In the event of cancellation by us from any ground referred to in Subsection D.2.b. referenced directly above, you shall have ninety (90) days from the date of notice of cancellation to remedy each breach and each failure that is a ground for cancellation, but only as to each and every breach and failure that are capable of being remedied. If your remedial efforts are completed within such ninety (90) day period and are satisfactory to us, we shall rescind the Notice of Cancellation with a written confirmation to the **First Named Insured**.

3. The following provisions also apply to Subsections D.1. and D.2. above:

a. The premium adjustment shall occur as soon as practicable after cancellation becomes effective however, payment of unearned premium is not a condition of our cancellation.

b. If a **Claim** for **Professional Loss** or **Pollution Loss** is made, a **Pollution Condition** is discovered, a **Protective Claim** or **Protective Pollution Claim** is made by you against a **Design Professional** or **Subcontractor**, or coverage is otherwise requested from us by you, during the **Policy Period**, within ninety (90) days of the end of the **Policy Period**, or the Optional Extended Reporting Period, then the premium shall be considered one hundred percent (100%) earned, and the **First Named Insured** is not entitled to any return of premium upon cancellation.

c. If this Policy is terminated for fraud, misrepresentation or non-payment of premium, the ninety (90) days of additional reporting will not apply.

E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not constitute a waiver or a change in any part of this Policy or estop us from asserting any right under the terms of this Policy. The terms and conditions of this Policy cannot be waived or changed, except by endorsement issued by us to form a part of this Policy.

F. Choice of Law and Jurisdiction and Venue

All matters arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims, shall be determined in accordance with the law and practice of the State of New York (notwithstanding New York's conflicts of law rules).

It is agreed that, in the event of any dispute arising from or related to this Policy, including without limitation questions related to the validity, interpretation, performance, and enforcement of this Policy, and all forms of contractual, tort and statutory claims, we and the **Insured** will submit to the jurisdiction of any court (state or federal) in New York and will comply with all the requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the right of us or the

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Insured to remove an action to the United States District Court, regardless of the jurisdiction in which, an action is commenced.

G. Declarations and Representations

By acceptance of this Policy, you agree that:

1. the statements, declarations and information contained in the Application for this Policy are true, correct and complete;

2. all such statements, declarations and information are material to our underwriting of this Policy;

3. this Policy has been issued by us in reliance upon the truth, correctness and completeness of such statements, declarations and information, and

4. the Application for this Policy, including all statements, declarations and information submitted to us as part of the Application process, is incorporated in and made part of this Policy.

H. Design Professional's Insurance

You shall require that each **Design Professional**, with whom you enter into a written agreement, carry professional liability insurance.

I. Headings

The descriptions in the headings of this Policy are solely for convenience and form no part of the terms and conditions of this Policy.

J. Inspection and Audit

We shall be permitted, but not obligated, to examine, audit, monitor and inspect on a continuing basis any of your books, records, services, properties and activities at any time, as far as they relate to the subject matter of this Policy.

Neither our right to examine, audit, monitor and make inspections, or the actual undertaking thereof, or any report thereon, neither constitutes an undertaking to determine or warrant that property or operations are safe, healthful, or conform to acceptable engineering practice, or are in compliance with any law, rule or regulation. Any inspections shall be coordinated through the broker or agent of the **First Named Insured**.

K. Other Insurance

Unless expressly stated to the contrary, this Policy is excess over the Self-Insured Retention Amount and any other valid and collectible insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to this Policy Number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we shall have no duty to defend the **Claim**; if the other insurance does not defend the **Claim**, we shall have the right, but not the duty to defend the **Claim**.

With regard to SECTION I - INSURING AGREEMENTS, B. Pollution Coverages, when you are required by written agreement, executed prior to the first commencement of the **Pollution Condition**, to include any person or entity as an additional **Insured**, such coverage shall be provided on a primary and non-contributory basis to the extent required by the written agreement.

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L. Severability

Except with respect to the Limits of Liability and the Self-Insured Retention Amount, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and

2. separately to each **Insured** against whom a **Claim** is made.

Any misrepresentation, act or omission that is in violation of a duty, term or condition under this Policy by one **Insured** shall not by itself affect coverage for another **Insured** under this Policy. However, this exception shall not apply to the **Insured** who is a parent, subsidiary or affiliate of the **Insured** which committed the misrepresentation, act or omission referenced above.

M. Sole Agent

The **First Named Insured** shall act on behalf of all **Insureds** for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal and the exercise of the rights provided in SECTION VI – OPTIONAL EXTENDED REPORTING PERIOD.

N. Subrogation and Recoupment

In the event of any payment under this Policy, we shall have the right to seek recoupment against you in the event we determine no coverage exists and/or be subrogated to all of your rights of recovery against any person or entity and you will execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

Any recovery as a result of subrogation proceedings under this Policy shall accrue first to you to the extent of your payments in excess of the Limits of Liability of this Policy; then to us to the extent of our payment under this Policy; and then to you to the extent of your payment of the Self-Insured Retention Amount. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery amount.

We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost of recovery shall be paid to you. You shall do nothing at any time to prejudice our subrogation rights.

However, we waive our right of recovery against any person or entity, except for a **Design Professional** or **Subcontractor**, including **Subcontractors** and subconsultants, as referenced in SECTION I – INSURING AGREEMENTS, A.3. Protective Loss Coverage and B.4. Pollution Protective Loss Coverage, if and to the extent you agreed to waive your right of recovery against such person or entity in a written agreement signed by the **Named Insured** prior to:

1. the negligent act, error or omission in **Professional Services** out of which the **Claim** or request for **Rectification Expense** arises under SECTION I - INSURING AGREEMENTS, A. Professional Coverages; or

2. the first commencement of a **Pollution Condition** out of which the **Claim** or request for **Emergency Remediation Expense** or **Pollution Loss** arises under SECTION I - INSURING AGREEMENTS, B. Pollution Coverages.

O. Territory

This Policy applies to **Professional Services** and **Contracting Services** rendered worldwide, provided that the **Claim**, **Protective Claim** or **Pollution Protective Claim** is first brought, and at all times maintained, within the United States, its territories and possessions, or in Canada.

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This Policy does not apply to any **Claim**, **Protective Claim** or **Pollution Protective Claim** for which, payment would be in violation of the laws of the United States including, but not limited to, United States economic or trade sanction laws or export control laws administered by the United States Treasury, State, and Commerce Departments, such as the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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 5/26/2025 Policy No. WC700426001 Endorsement No.

Insured Vincor Construction, Inc. Premium $

Insurance Company Zurich American Insurance Company Countersigned by_____

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Agenda Item No: 2.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 4, 2025

Submitted by: Joe Lambert

From: Development Services

Subject:

PUBLIC HEARING, CONSIDERATION OF ORDINANCE NO. O-2025-11, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, FINDING THAT ADOPTION OF 2025 FIRE, WILDLAND-URBAN INTERFACE CODE, AND THE 2025 CALIFORNIA BUILDING RELATED CODES ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA SECTION 15061(B)(3) AND, REPEALING CHAPTER 18.04 OF TITLE 18 AND CHAPTERS 20.04, 20.08, 20.12, 20.16, 20.20, 20.46, 20.48, 20.50, 20.52 AND 20.54 OF TITLE 20 AND AMENDING TITLE 18 BY ADDING NEW CHAPTER 18.05, ADOPTING THE 2025 EDITION OF THE WILDLAND-URBAN INTERFACE CODE OF THE PLACENTIA MUNICIPAL CODE, AND ADOPTING BY REFERENCE THE 2025 EDITIONS OF THE CALIFORNIA FIRE CODE, CALIFORNIA BUILDING, RESIDENTIAL, ELECTRICAL, PLUMBING, MECHANICAL, AND GREEN BUILDING STANDARDS CODE, THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2025 EDITION OF THE CALIFORNIA EXISTING BUILDING CODE, 2025 EDITION OF THE CALIFORNIA HISTORICAL BUILDING CODE, 2025 CALIFORNIA ENERGY CODE, INCLUDING ALL APPENDICES, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO, INCLUDING FEES AND PENALTIES

Financial Impact:

No fiscal impacts are anticipated with this ordinance as all costs will be recovered through the plan check and inspection process for both the Development Services and Placentia Fire and Life Safety Departments.

Summary:

Every three years the California Building Standards Commission (“CBSC”) adopts a new set of State mandated model codes to regulate development and construction projects within the State of California. These model codes are effective for all local jurisdictions unless a jurisdiction adopts local amendments to the model codes. If a jurisdiction amends the model codes, then it is the responsibility of that jurisdiction to adopt the code by reference and the applicable local amendments by January 1st of the year the model codes become effective. With this action, the City Council will conduct a Public Hearing to consider the 2025 Fire and Building related Codes and obtain public input regarding the proposed amendments recommended by Staff. The Fire related Codes have been extensively reviewed by the City's Fire Marshal and Building related Codes by the Development Services Director and contract Building Official.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing concerning Ordinance No. O-2025-11; and
2. Receive the Staff Report and consider all Public Testimony; and
3. Close the Public Hearing; and
4. Find that the recommended actions are exempt from environmental review and direct Staff to file a Notice of Exemption, pursuant to CEQA Section 15061(b)(3) of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
5. Waive full reading, by title only, and introduce for first reading O-2025-11, an Ordinance of the City Council of the City of Placentia, California, finding that adoption of 2025 Fire, Wildland-Urban Interface Code, and the 2025 California Building related codes are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Section 15061(b)(3) and, repealing Chapter 18.04 of Title 18 and Chapters 20.04, 20.08, 20.12, 20.16, 20.20, 20.46, 20.48, 20.50, 20.52 and 20.54 of Title 20 and amending Title 18 by adding new Chapter 18.05, adopting the 2025 edition of the Wildland-Urban Interface Code of the Placentia Municipal Code, and adopting by reference the 2025 editions of the California Fire Code, California Building, Residential, Electrical, Plumbing, Mechanical, and Green Building Standards Code, the 2024 edition of the International Property Maintenance Code, 2025 edition of the California Existing Building Code, 2025 edition of the California Historical Building Code, 2025 California Energy Code, including all appendices, with certain amendments, additions and deletions thereto, including fees and penalties; and
6. Adopt Resolution No. R-2025-66, A Resolution of the City Council of the City of Placentia Making Required Findings pertaining to modifications to the California Fire and Building Codes adopted by Ordinance No. O-2025-11 based upon local climatic, topographic and geologic conditions in accordance with the requirements of § 17958 of the California Health and Safety Code.

Strategic Plan Statement:

This item is consistent with the City Council approved Five Year Strategic Goal 3: Promote Community and Economic Development, as this item will serve to facilitate the orderly and safe construction of buildings citywide. This item is also consistent with Goal 2: Ensure that Public Safety Continues to be a High Priority, in that updating the Fire and Building Codes will result in safer buildings and structures, reducing exposure for Fire and other City personnel in an emergency.

Discussion:

The CBSC reviews and revises the model codes that regulate development and construction projects within the State of California every three years. The new model codes are then adopted by the State. California adopted the model codes in July 2025, with an effective date of January 1, 2026. Although the models are effective without local adoption, local adoption permits a city to amend the codes to reflect local conditions. The State Fire Marshal is responsible for adopting the Fire Code updates and the City adopts the code with local amendments.

The City's Building and Fire Authorities participated with other Orange County jurisdictions in reviewing the updated codes as adopted by the CBSC and the Fire Code as adopted by the State Fire Marshal. There are a total of twelve relevant codes which have been revised for the 2025 cycle and adopted by the State as follows:

- 2025 California Fire Code (reviewed by City's Fire Marshal)
- 2025 Wildland-Urban Interface Code (reviewed by City's Fire Marshal)
- 2025 California Building Code (reviewed by City's contract Building Official and Development Services Director)
- 2025 California Residential Code (reviewed by City's contract Building Official and Development Services Director)
- 2025 California Plumbing Code (reviewed by City's contract Building Official and Development Services Director)
- 2025 California Electrical Code (reviewed by City's contract Building Official and Development Services Director)
- 2025 California Mechanical Code (reviewed by City's contract Building Official and Development Services Director)
- 2025 California Energy Code (reviewed by City's contract Building Official and Development Services Director)
- 2025 California Green Building Standards Code (reviewed by City's contract Building Official and Development Services Director)
- 2025 California Existing Building Code (reviewed by City's contract Building Official and Development Services Director)
- 2025 California Historical Building Code (reviewed by City's contract Building Official and Development Services Director)
- 2024 International Property Maintenance Code (reviewed by City's contract Building Official and Development Services Director)

Per California Government Code § 50022.1, the model codes may be adopted by reference, without the necessity of publishing the entirety of the model codes. Local adoption of such codes is mandated on January 1, 2026 and requires approval of the City Council. Prior to such adoption, jurisdictional bodies may amend said codes if such amendments are justified on the basis of a local climatic, local geological or local topographical condition which makes such amendments necessary. The proposed local amendments reflect local climactic, geographic, or geological conditions that are unique to Placentia as stated in the attached Resolution.

The City Attorney's Office in conjunction with the City's Fire Marshal, Fire personnel, contractors, the City's Building Division, Development Services Director, and contract Building Official, have completed a thorough analysis of the State Codes and developed locally amended versions for consideration of adoption. A detailed listing of the local amendments proposed for adoption is set forth in the attached Resolution.

Fiscal Impact Summary:
No fiscal impacts are anticipated with this ordinance as all costs will be recovered through the plan check and inspection process for both the Development Services and Placentia Fire and Life Safety Departments.

Attachments
1.Ordinance No. O-2025-11
1.a.Exhibit A Chapter 18.04 to 2025 Building Code Ordinance Revised
1.b.Exhibit B Chapter 18.05 to 2025 Building Code Ordinance
1.c.Exhibit C Chapter 20.04 to 2025 Building Code Ordinance
1.d.Exhibit D Chapter 20.08 to 2025 Building Code Ordinance
1.e.Exhibit E Chapter 20.12 to 2025 Building Code Ordinance
1.f.Exhibit F Chapter 20.16 to 2025 Building Code Ordinance

1.g.Exhibit G Chapter 20.20 to 2025 Building Code Ordinance
1.h.Exhibit H Chapter 20.46 to 2025 Building Code Ordinance
1.i.Exhibit I Chapter 20.48 to 2025 Building Code Ordinance
1.j.Exhibit J Chapter 20.50 to 2025 Building Code Ordinance
1.k.Exhibit K Chapter 20.52 to 2025 Building Code Ordinance
1.l.Exhibit L Chapter 20.54 to 2025 Building Code Ordinance
2.Resolution No. R-2025-66

ORDINANCE NO. O-2025-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, FINDING THAT ADOPTION OF 2025 FIRE, WILDLAND-URBAN INTERFACE CODE, AND THE 2025 CALIFORNIA BUILDING RELATED CODES ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA SECTION 15061(B)(3) AND, REPEALING CHAPTER 18.04 OF TITLE 18 AND CHAPTERS 20.04, 20.08, 20.12, 20.16, 20.20, 20.46, 20.48, 20.50, 20.52 AND 20.54 OF TITLE 20 AND AMENDING TITLE 18 BY ADDING NEW CHAPTER 18.05, ADOPTING THE 2025 EDITION OF THE WILDLAND-URBAN INTERFACE CODE OF THE PLACENTIA MUNICIPAL CODE, AND ADOPTING BY REFERENCE THE 2025 EDITIONS OF THE CALIFORNIA FIRE CODE, CALIFORNIA BUILDING, RESIDENTIAL, ELECTRICAL, PLUMBING, MECHANICAL, AND GREEN BUILDING STANDARDS CODE, THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2025 EDITION OF THE CALIFORNIA EXISTING BUILDING CODE, 2025 EDITION OF THE CALIFORNIA HISTORICAL BUILDING CODE, 2025 CALIFORNIA ENERGY CODE, INCLUDING ALL APPENDICES, WITH CERTAIN AMENDMENTS, ADDITIONS AND DELETIONS THERETO, INCLUDING FEES AND PENALTIES

City Attorney's Summary

This Ordinance repeals existing provisions of Titles 18 and 20 of the Placentia Municipal Code and adopts new standards and codes regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City as well as prescribing regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures. This Ordinance adopts, by reference, the California Fire Code, 2025 Edition, and codes adopted by the California Building Standards Commission, including the California Building Code, 2025 Edition, the Wildland-Urban Interface Code, 2025 Edition, the California Residential Code, 2025 Edition, the California Green Building Standards Code, 2025 Edition; the California Plumbing Code, 2025 Edition, the California Mechanical Code, 2025 Edition, the California Electrical Code, 2025 Edition, the 2024 Edition of the International Property Maintenance Code, the 2025 Edition of the California Existing Building Code, the 2025 Edition of the California Historical Building Code, the California Energy Code, 2025 Edition and provides for the issuance of permits and collection of fees therefor and establishing penalties for violation(s) thereof.

A. Recitals.

1. WHEREAS, pursuant to California Government Code Section 50022.1 et seq. the City of Placentia may adopt by reference the California Building Standards Codes, 2025 Edition as provided in Title 24 of the California Code of Regulations and other model codes; and
2. WHEREAS, the California Building Standards Commission ("Commission") recently adopted the 2025 Edition of the California Building Standards Codes; and
3. WHEREAS, California Health and Safety Code Section 17958.7 and 18941.5

authorize cities to adopt the California Building Standards Codes with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions; and

4. WHEREAS, the City desires to adopt the California Building Standards Codes and other model codes with the necessary amendments to assure the Codes are tailored to the particular safety needs of the City as required by its unique climatic, geological and topographical conditions; and
5. WHEREAS, the Fire Marshal and the Building Official recommend that changes and modifications be made to the California Building Standards Codes, and have advised that certain changes and modifications to said Codes are reasonably necessary due to local conditions within the City, and have further advised that the remainder of the said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Codes, or are reasonably necessary to safeguard life and property within the City; and
6. WHEREAS, the Fire Marshall and Building Official recommend that changes and modifications be made to the California Building Standards Codes, which are necessary for administrative clarification and to establish administrative standards for the effective enforcement of the building standards of the City and do not modify a building standard pursuant to California Health & Safety Code Section 17958, 17958.7, and/or 18941.5; and
7. WHEREAS, the City held public hearings on November 4 and November 18, 2025, at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein; and
8. WHEREAS, the City published notice of the aforementioned public hearing pursuant to California Government Code Section 6066 on October 23, 2025, November 6, 2025, and November 13, 2025; and
9. WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

B. Ordinance.

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

SECTION 1. Recitals. The Recitals, Part A., set forth above, are hereby incorporated by reference as if fully set forth herein.

SECTION 2. Purpose. The purpose of this ordinance is to adopt by reference the latest editions of the California Fire Code, 2025 Edition, the Wildland-Urban Interface Code, 2025 Edition, the California Building Code, 2025 Edition, the California Residential Code, 2025 Edition, the California Green Building Standards Code, 2025 Edition, the California Plumbing Code, 2025 Edition, the California Mechanical Code, 2025 Edition, the 2025 Edition of the California Energy Code, the California Electrical Code, 2025 Edition, the 2024 Edition of the International Property Maintenance Code, the 2025 Edition of the California Existing Building Code, and the 2025 Edition of the California Historical Building Code.

SECTION 3. Authority. Pursuant to Government Code section 50022.2, the City Council adopts this ordinance adopting by reference the California Building Standards

Codes (California Code of Regulations, Title 24) as required and/or permitted by state statutes, including Health and Safety Code sections 17922, 18938 and 18941.5.

SECTION 4. Findings. The City Council made findings that the proposed amendments to the Codes are reasonably necessary because of local climatic, geologic or topographic conditions. The findings are supported and based upon the express findings and determinations set forth in Resolution No. R-2025-66, adopted November 4, 2025.

SECTION 5. CEQA. The adoption of updated Building, Wildland-Urban Interface and Fire Codes has been reviewed by the City in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines and the City of Placentia Local Guidelines for implementing CEQA and the City Council hereby determines that the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines, Section 21065 of the Public Resources Code and the City of Placentia Local Guidelines for implementing CEQA.

SECTION 6. Repeal. Chapter 18.04 of Title 18 and Chapters 20.04, 20.08, 20.12, 20.16, 20.20, 20.46, 20.48, 20.50, 20.52 and 20.54 of Title 20 of the Placentia Municipal Code hereby are repealed, in their entirety; provided, however, that said repeal shall not vitiate any permit or entitlement issued thereunder and, further, said repeal shall not apply to or excuse any violation(s) thereof occurring prior to the effective date of this ordinance and provided further that the codes thereby adopted, as previously adopted by reference and amended by ordinances of this City, shall continue to be applicable until the effective date of this Ordinance.

SECTION 7. Chapter 18.04. A new Chapter 18.04 is hereby added to Title 18 of the Placentia Municipal Code, in words and figures, as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION 8. Chapter 18.05. A new Chapter 18.05, known as the Wildland-Urban Interface Code, is hereby added to Title 18 of the Placentia Municipal Code as set forth in Exhibit “B” attached hereto and incorporated herein by reference.

SECTION 9. Chapter 20.04. A new Chapter 20.04 is hereby added to Title 20 of the Placentia Municipal Code, in words and figures, as set forth in Exhibit “C” attached hereto and incorporated herein by reference.

SECTION 10. Chapter 20.08. A new Chapter 20.08 is hereby added to Title 20 of the Placentia Municipal Code, in words and figures, as set forth in Exhibit “D” attached hereto and incorporated herein by reference.

SECTION 11. Chapter 20.12. A new Chapter 20.12 is hereby added to Title 20 of the Placentia Municipal Code, in words and figures, as set forth in Exhibit “E” attached hereto and incorporated herein by reference.

SECTION 12. Chapter 20.16. A new Chapter 20.16 is hereby added to Title 20 of the Placentia Municipal Code, in words and figures, as set forth in Exhibit “F” attached hereto and incorporated herein by reference.

SECTION 13. Chapter 20.20. A new Chapter 20.20 is hereby added to Title 20 of the Placentia Municipal Code, in words and figures, as set forth in Exhibit “G” attached hereto and incorporated herein by reference.

SECTION 14. Chapter 20.46. A new Chapter 20.46 is hereby added to Title 20

of the Placentia Municipal Code, in words and figures, as set forth in Exhibit "H" attached hereto and incorporated herein by reference.

SECTION 15. Chapter 20.48. A new Chapter 20.48 is hereby added to Title 20 of the Placentia Municipal Code, in words and figures, as set forth in Exhibit "I" attached hereto and incorporated herein by reference.

SECTION 16. Chapter 20.50. A new Chapter 20.50 is hereby added to Title 20 of the Placentia Municipal Code, in words and figures, as set forth in Exhibit "J" attached hereto and incorporated herein by reference.

SECTION 17. Chapter 20.52. A new Chapter 20.52 is hereby added to Title 20 of the Placentia Municipal Code, in words and figures, as set forth in Exhibit "K" attached hereto and incorporated herein by reference.

SECTION 18. Chapter 20.54. A new Chapter 20.54 is hereby added to Title 20 of the Placentia Municipal Code, in words and figures, as set forth in Exhibit "L" attached hereto and incorporated herein by reference.

SECTION 19. Penalty for Violation. It shall be unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance hereby adopted. Any person, firm, partnership or corporation violating any provision of this Ordinance or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding One Thousand Dollars ($1,000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefor as provided in this Ordinance.

SECTION 20. Severability. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

SECTION 21. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect January 1, 2026.

PASSED, APPROVED AND ADOPTED this 18th day of November 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 4th day of November 2025 and was finally adopted at a regular meeting held on the 18th day of November 2025, by the following vote:

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

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

EXHIBIT “A”: Chapter 18.04
EXHIBIT “B”: Chapter 18.05
EXHIBIT “C”: Chapter 20.04
EXHIBIT “D”: Chapter 20.08
EXHIBIT “E”: Chapter 20.12
EXHIBIT “F”: Chapter 20.16
EXHIBIT “G”: Chapter 20.20
EXHIBIT “H”: Chapter 20.46
EXHIBIT “I”: Chapter 20.48
EXHIBIT “J”: Chapter 20.50
EXHIBIT “K”: Chapter 20.52
EXHIBIT “L”: Chapter 20.54

EXHIBIT “A”
Chapter 18.04

Chapter 18.04

California Fire Code, 2025 Edition

Sections:

18.04.010	**Title**
18.04.020	**Purpose**
18.04.030	**Adoption of Fire Code**
18.04.040	**Definition of Terms**
18.04.050	**Amendments to Fire Code**
18.04.060	**Enforcement and Inspections**
18.04.070	**Fees**
18.04.080	**Copy filed**

Section 18.04.010 - Title.

This Chapter shall be known as the 'Placentia Fire Code.'

Section 18.04.020 - Purpose.

The purpose of this chapter is to prescribe regulations and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

Section 18.04.030 - Adoption of Fire Code.

There hereby is adopted as the 'Placentia Fire Code,' except as otherwise provided in this Chapter, those certain fire codes know and designated as the California Fire Code 2025 Edition based on the 2024 International Fire Code as published by the "International Code Council", and shall become the fire code of the City for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conservation, occupancy, equipment, use, height, area and maintenance of all buildings and/or structures in the City for all fire related issues. The California Fire Code and its appendix chapters will be on file for public examination in the office of the Building Official/Fire Marshal and the City Clerk's office. Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Fire Code, said State regulations shall prevail over the provisions of the Placentia Fire Code except as specifically modified herein.

Section 18.04.040 - Definition of Terms.

Whenever any of the following names or terms are used in the California Fire Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

(A) 'Building department' means the 'building division' of the City.

(B) 'Building official' means the chief building official of the City as appointed by

the City Administrator of the City, or his or her designee.

(C) 'City' means the City of Placentia.

(D) 'Fire code official' means the Chief of the Placentia Fire and Life Safety Department or his or her designee.

(E) 'Jurisdiction' means the City of Placentia.

(F) 'Local Enforcing Agency' means the agency for which the Fire Code Official performs its duties and/or the City.

Section 18.04.050 - Amendments to Fire Code.

The following provisions of the California Fire Code hereby are amended to read, in words and figures, as follows:

Chapter 1
Scope and Administration

Chapter 1 Scope and Administration Is adopted in only those sections and subsections adopted by the SFM with the following amendments:

Section 113.4 Violation penalties is hereby revised as follows:

> **113.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of either a misdemeanor, infraction or both as prescribed in Section 113.4.2 and 113.4.3 and be subject to penalties assessed as prescribed in the PFLSD adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Sections 113.4.2 Infraction is hereby added as follows:

> **113.4.2 Infraction.** Except as provided in Section 113.4.3, persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction.

Sections 113.4.3 Misdemeanor is hereby added as follows:

> **113.4.3 Misdemeanor**. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative, or who violate the following sections of this code, shall be guilty of a misdemeanor:
>
> 104.11.2 Obstructing operations

104.11.3 Systems and Devices
110.6 Overcrowding
113.3.2 Compliance with Orders and Notices
114.4 Failure to comply
305.4 Deliberate or negligent burning
308.1.2 Throwing or placing sources of ignition
310.7 Burning Objects

Chapter 2
Definitions

Chapter 2 Definitions is adopted in its entirety as amended by the SFM with the following amendments:

Sections 202 General Definitions is hereby revised by adding: “Flow-line” and ”Spark Arrester” as follows:

202 General Definitions

FLOW-LINE. The lowest continuous elevation on a curb defined by the path traced by a particle in a moving body of water at the bottom of the rolled curb.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3
General Requirements

Chapter 3 General Requirements is adopted in only those sections and subsections as amended by the SFM with the following amendments:

Section 304.1.3 Vegetation is hereby revised as follows:

304.1.3 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with the California Wildland-Urban Interface Code and City of Placentia vegetation management guidelines.

Section 305.6 Disposal of Rubbish is hereby added as follows:

305.6 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies is hereby added as follows:

> **307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies.** Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.
> **Exception:** Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1 Gas-fueled devices is hereby added as follows:

> **307.6.1 Gas-fueled devices.** Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

> **307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas.** Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.
>
> The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.
>
> Exceptions:
>
> 1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3’ from combustible construction at R-3 occupancies.
> 2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 307.6.2.1 Where prohibited is hereby added as follows:

307.6.2.1 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone.
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 324 Fuel Modification Requirements for New Construction is hereby added as follows:

324.1 Fuel Modification Requirements for New Construction. All new buildings to be built or installed in areas with or adjacent to land having hazardous combustible vegetation shall comply with the requirements in the edition of City of Placentia Vegetation Management Guidelines currently in use at the time of plan submittal.

Section 325 Clearance of brush or vegetation growth from roadways is hereby added as follows:

325.1 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 326 Unusual Circumstances is hereby added as follows:

326.1 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.

5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 327 Use of Equipment is hereby added as follows:

327.1 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

Section 327.2 Spark Arresters is hereby added as follows:

327.2 Spark arresters. Spark arresters shall comply with the following:

1. Spark arresters affixed to the exhaust system of engines or vehicles subject to Section 324 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Section 328 Restricted Entry is hereby added as follows:

328.1 Restricted entry. The fire code official shall determine and publicly announce when hazardous fire areas shall be closed to entry and when such areas shall again be opened to entry. Entry on and occupation of hazardous fire areas, except public roadways, inhabited areas or established trails and camp sites which have not been closed during such time when the hazardous fire area is closed to entry, is prohibited.

Exceptions:

1. Residents and owners of private property within hazardous fire areas and their invitees and guests going to or being upon their lands.
2. Entry, in the course of duty, by peace or police officers, and other duly authorized public officers, members of a fire department and members of the United States Forest Service.

Section 329 Trespassing on posted property is hereby added as follows:

329.1 Trespassing on posted property. When the fire code official determines that a specific area within a hazardous fire area presents an exceptional and continuing fire danger because of the density of natural growth, difficulty of terrain, proximity to structures or accessibility to the public, such areas shall be closed until changed conditions warrant termination of closure. Such areas shall be posted as hereinafter provided**.**

1. Signs. Approved signs prohibiting entry by unauthorized persons and referring to applicable fire code chapters shall be placed on every closed area.
2. Trespassing. Entering and remaining within areas closed and posted is prohibited.

Exception: Owners and occupiers of private or public property within closed and posted areas, their guests or invitees, and local, state and federal public officers and their authorized agents acting in the course of duty.

Chapter 4
Emergency Planning and Preparedness

Chapter 4: **Emergency Planning and Preparedness** Is adopted in only those sections and subsections adopted by the SFM with the following amendment:

Section 407.5 Hazardous Materials Inventory Statement is hereby revised as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the fire code official, each application for a permit shall follow PFLSD Chemical Classification Disclosure Guideline in accordance with section 5001.5.2.

Chapter 5
Fire Service Features

Chapter 5 Fire Service Features is adopted in its entirety as amended by the SFM with the following amendments:

SECTION 501.1 Scope is revised as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and the City of Placentia Guideline for Fire Department Access & Water Requires for Commercial & Residential Development, and the City of Placentia Guideline for Underground Piping for Private Hydrants & Sprinkler Supply Line.

SECTION 504.5 Escape Windows is added as follows:

504.5 Escape window access. Where escape windows are required by Section 1031.2, fire department access shall be provided to the escape window. An unobstructed setback area shall be provided. The minimum setback distance shall

be calculated ((H/5)+2)+P= Clear space required.

Where:
H = Height of the windowsill measured from the exterior ground surface
P = 3' ladder pad

SECTION 504.5 .1 Ladder Pad is added as follows:

504.5.1 Ladder Pad. Where a laddering pad is required, it shall be free of obstructions and vegetation for a minimum of 3-foot x 3-foot area. The laddering pad shall be a firm surface such as compacted decomposed granite, concrete, pavers, or asphalt. The laddering pad shall be placed at a distance from the structure as calculated by Section 504.5.

Chapter 6
Building Services and Systems

Chapter 6 Building Services and Systems is adopted in its entirety as amended by the SFM.

Chapter 7
Fire and Smoke Protection

Chapter 7 Fire and Smoke Protection is adopted in its entirety as amended by the SFM.

Chapter 8
Interior Finish, Decorative Materials and Furnishings

Chapter 8 Interior Finish, Decorative Materials and Furnishings is adopted in its entirety as amended by the SFM.

Chapter 9
Fire Protection and Life Safety Systems

Chapter 9 Fire Protection and Life Safety Systems is adopted in its entirety as amended by the SFM with the following amendments:

SECTION 903.2, Where required, is hereby amended as follows:

903.2 **Where required**. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section as follows:

a) **New buildings**: In addition to the requirements of section 903.2.1 through 903.2.21, approved automatic sprinkler systems in new buildings and structures shall be provided when the gross area of the building exceeds 5,000 ft^2 or more than two-stories high.

Exception: Group R-3, occupancies shall comply with sections 903.2.8

b) **Alteration**: When the floor area of the Alteration within any two-year period exceeds 75% of area of the existing structure and the alteration includes structural modifications other than seismic upgrade.

c) **Addition**: Sprinkler protection shall be provided throughout the entire building when:

1. Existing building less than 5,000 ft^2: where 33% or more is added and the gross floor areas exceeds 5,000 ft^2.
2. Existing building equal or greater than 5,000 ft^2: where more than 2,000 ft^2 is added.

SECTION 903.2.8, Group R, is hereby amended as follows:

903.2.8. **Group R.** An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New buildings:** An automatic sprinkler system shall be installed throughout all new buildings.

2. **Existing buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

   a) When an addition is 50% or more of the existing building area, as defined in Section 502.1, or greater than 1000 square feet (92.903 m^2) within a two year period; or
   b) An addition when the existing building is already provided with automatic sprinklers; or
   c) When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determined that the complexity of installing a sprinkler system would be similar as in a new building.

SECTION 903.2.10 Group S-2, is hereby amended as follows:

903.2.10: Group S-2 Parking Garages. An automatic sprinkler system shall be provided throughout buildings classified as parking garages.

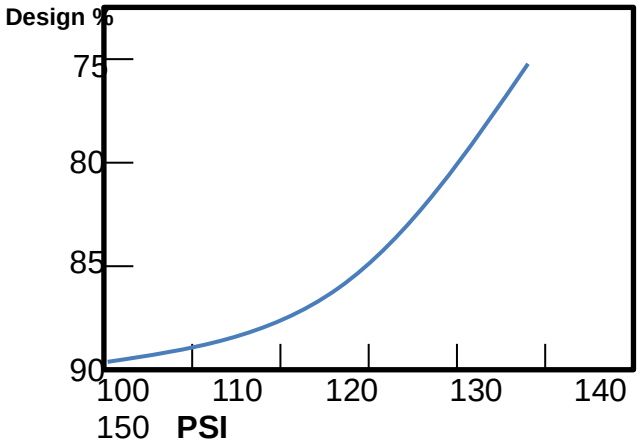
SECTION 903.2.10.1, Commercial Parking Garages, is hereby deleted without replacement.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity

Exception: When static pressure exceeds 100 psi, and required by the Fire Code Official, the fire sprinkler system shall not exceed water supply capacity specified by Table 903.3.5.3

TABLE 903.3.5.3
Hydraulically Calculated Systems



SECTION 903.4.1, **Electronic supervision**, is hereby amended by modifying exceptions item 1, deleting items 5 and 8, and renumbering the Exceptions as follows:

Exceptions:

1. Automatic sprinkler systems protecting one- and two-family dwellings. Exterior alarm specified by Section 903.4.3 shall apply.
2. Revert back to CFC language.
3. Automatic sprinkler systems installed in accordance with NFPA 13R where the common supply main is used to supply both the domestic and automatic sprinkler system, and a separate shutoff valve for automatic sprinkler system is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
6. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

Chapter 10
Means of Egress

Chapter 10 Means of Egress is adopted in its entirety as amended by the SFM.

Chapter 11
Construction Requirements for Existing Buildings

Chapter 11 Construction Requirements for Existing Buildings is adopted in only those sections and subsections adopted by the SFM.

Chapter 12
Energy Systems

Chapter 12 Energy Systems is adopted in its entirety as amended by the SFM.

Chapter 20
Aviation Facilities

Chapter 20 Aviation Facilities is adopted in its entirety.

Chapter 21
Dry Cleaning

Chapter 21 Dry Cleaning is adopted in its entirety as amended by the SFM.

Chapter 22
Combustible Dust-Producing Operations

Chapter 22 Combustible Dust-Producing Operations is adopted in its entirety as amended by the SFM.

Chapter 23
Motor Fuel-Dispensing Facilities and Repair Garages

Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety as amended by the SFM.

Chapter 24
Flammable Finishes

Chapter 24 Flammable Finishes is adopted in its entirety as amended by the SFM.

Chapter 25
Fruit and Crop Ripening

Chapter 25 Fruit and Crop Ripening is not adopted.

Chapter 26
Fumigation and Thermal Insecticidal Fogging

Chapter 26 Fumigation and Thermal Insecticidal Fogging is not adopted.

Chapter 27
Semiconductor Fabrication Facilities

Chapter 27 Semiconductor Fabrication Facilities is adopted in its entirety.

Chapter 28
Lumber Yards and Agro-Industrial, solid Biomass and Woodworking Facilities

Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass, and Woodworking Facilities is adopted in its entirety.

Chapter 29
Manufacture of Organic Coatings

Chapter 29 Manufacture of Organic Coatings is adopted in its entirety.

Chapter 30
Industrial Ovens

Chapter 30 Industrial Ovens is adopted in its entirety.

Chapter 31
Tents, Temporary Special Event Structures and Other Membrane Structures

Chapter 31 Tents, Temporary Special Event Structures and Other Membrane Structures is adopted in its entirety as amended by the SFM.

Chapter 32
High-Piled Combustible Storage

Chapter 32 High-Piled Combustible Storage is adopted in its entirety as amended by the SFM

Chapter 33
Fire Safety During Construction and Demolition

Chapter 33 Fire Safety During Construction and Demolition is adopted in its entirety as amended by the SFM.

Chapter 34
Tire Rebuilding and Tire Storage

Chapter 34 Tire Rebuilding and Tire Storage is adopted in its entirety as amended by the SFM.

Chapter 35
Welding and Other Hot Work

Chapter 35 Welding and Other Hot Work is adopted in its entirety.

Chapter 36
Marinas

Chapter 36 Marinas is adopted in its entirety.

Chapter 37
Combustible Fibers

Chapter 37 Aviation Facilities is adopted in its entirety.

Chapter 39
Processing and Extraction Facilities

Chapter 39 Processing and Extraction Facilities is adopted in its entirety.

Chapter 40
Storage of Distilled Spirits and Wines

Chapter 40 Storage of Distilled Spirits and Wines is adopted in its entirety.

Chapter 41
Temporary Heating and Cooking Operations

Chapter 41 Temporary Heating and Cooking Operations is adopted in its entirety as amended by the SFM.

Chapter 48
Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations

Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations is adopted in its entirety.

Chapter 50
Hazardous Materials – General Provisions

Chapter 50 Hazardous Materials – General Provisions is adopted in its entirety as amended by the SFM with the following amendments.

Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS), is hereby amended by modifying the starting paragraph as follows:

> **5001.5.2 Hazardous Materials Inventory Statement (HMIS).** Where required by the fire code official, an application for a permit shall follow City of Placentia Chemical Classification Packet, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises. The Chemical Classification Packet shall include the following information and formatted as specified in the City of Placentia Chemical Classification Packet:
>
> 1. Product Name
> 2. Component
> 3. Chemical Abstract Service (CAS) number
> 4. Location where stored or used.
> 5. Container size
> 6. Hazard classification

7. Amount in storage
8. Amount in use-closed systems
9. Amount in use-open systems.

Section 5003.1.1.1 Extremely Hazardous Material is hereby added as follows:

5003.1.1.1 Extremely Hazardous Substances. No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

Chapter 51
Aerosols

Chapter 51 Aerosols is adopted in its entirety.

Chapter 53
Compressed Gases

Chapter 53 Compressed Gases is adopted in its entirety.

Chapter 54
Corrosive Materials

Chapter 54 Corrosive materials is adopted in its entirety as amended by the SFM.

Chapter 55
Cryogenic Fluids

Chapter 55 Cryogenic Fluids is adopted in its entirety.

Chapter 56
Explosives and Fireworks

Chapter 56 Explosives and Fireworks California Fire Code Chapter 56 is adopted in its entirety as amended by the SFM with the following amendments:

Section 5601.2.5 Retail Fireworks is hereby added as follows:

> **5601.2.5 Retail Fireworks**. The storage, use, sale, possession, and handling of fireworks 1.4G (commonly referred to as Safe & Sane) and fireworks 1.3G is prohibited.
>
> > **Exception:** Fireworks 1.4G and fireworks 1.3G may be part of an electrically fired public display when permitted and conducted by a licensed pyrotechnic operator

Section 5608.2 Firing is hereby added as follows:

5608.2 Firing. All fireworks displays shall be electrically fired.

Section 5614 Explosives and blasting is hereby added as follows:

5614 Explosives and blasting. Explosives shall not be possessed, kept, stored, sold, offered for sale, given away, used, discharged, transported or disposed of within wildland-urban interface areas, or hazardous fire areas except by permit from the fire code official.

Chapter 57
Flammable and Combustible Liquids

Chapter 57 Flammable and Combustible Liquids is adopted in its entirety as amended by the SFM.

Chapter 58
Flammable Gases and Flammable Cryogenic Fluids

Chapter 58 Flammable Gases and Flammable Cryogenic Fluids is adopted in its entirety as amended by the SFM with the following amendment.

Section 5801.1 Scope is hereby revised as follows:

5801.1 Scope. The storage and use of flammable gases and flammable cryogenic fluids shall be in accordance with this chapter, NFPA 2 and NFPA 55. Compressed gases shall also comply with Chapter 53 and cryogenic fluids shall also comply with Chapter 55. Flammable cryogenic fluids shall comply with Section 5806. Hydrogen motor fuel-dispensing stations and repair garages and their associated above-ground hydrogen storage systems shall also be designed, constructed and maintained in accordance with Chapter 23. Mobile fueling of hydrogen-fueled vehicles shall comply with Section 5809. Development of projects within 300 feet of active or abandoned oil well shall comply with Placentia Combustible Soil Has Hazard Mitigation Guideline.

Chapter 59
Flammable Solids

Chapter 59 Flammable Solids is adopted in its entirety.

Chapter 60
Highly Toxic and Toxic Materials

Chapter 60 Highly Toxic and Toxic Materials is adopted in its entirety.

Chapter 61
Liquefied Petroleum Gases

Chapter 61 Liquefied Petroleum Gases is adopted in its entirety.

Chapter 62
Organic Peroxides

Chapter 62 Organic Peroxides is adopted in its entirety.

Chapter 63
Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids

Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids is adopted in its entirety.

Chapter 64
Pyrophoric Materials

Chapter 64 Pyrophoric Materials is adopted in its entirety.

Chapter 65
Pyroxylin (Cellulose Nitrate) Plastics

Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety.

Chapter 66
Unstable (Reactive) Materials

Chapter 66 Unstable (Reactive) Materials is adopted in its entirety.

Chapter 67
Water-Reactive Solids and Liquids

Chapter 67 Water-Reactive Solids and Liquids is adopted in its entirety.

Chapter 80
Referenced Standards

Chapter 80 Referenced Standards is adopted in its entirety as amended by the SFM with the following amendments:

NFPA 13, 2025 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 9.2.1.7 is hereby revised as follows:

> **9.2.1.7** Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the fire code official.

Section 9.4.3.1 is hereby revised as follows:

> **9.4.3.1.** When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the

quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.3.223.4.16
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers

Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 16.9.10.2 is hereby deleted without replacement.

Section 16.9.10.3 is hereby deleted without replacement.

Section 16.9.10.4 is hereby deleted without replacement.

Section 16.12.3.3 is hereby revised as follows:

16.12.3.3 Fire department connections (FDC) shall be of an approved type. The FDC shall contain a minimum of two 2 ½" inlets. The location shall be approved and be no more than 100 feet from a public hydrant. The FDC may be located within 100 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red. When the fire sprinkler density design requires 500 gpm (including inside hose stream demand) or greater, or a standpipe system is included, four 2 ½" inlets shall be provided.

Section 19.1.1.1 is hereby added as follows:

19.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 21.4.1.2.2.1 (d) curve "D". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new occupancy.

Section 19.1.4.1.1 is hereby added as follows:

19.1.4.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the Fire Code Official:

1. Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
2. Use a maximum of 40 psi, if available;
3. Utilize the City of Placentia water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

NFPA 13D 2025 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 5.1.1.2 is hereby added as follows:

5.1.1.2 Stock of Spare Sprinklers

Section 5.1.1.2.1 is hereby added as follows:

5.1.1.2.1 A supply of at least two sprinklers for each type shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly replaced.

Section 5.1.1.2.2 is hereby added as follows:

5.1.1.2.2 The sprinklers shall correspond to the types and temperature ratings of the sprinklers in the property.

Section 5.1.1.2.3 is hereby added as follows:

5.1.1.2.3 The sprinklers shall be kept in a cabinet located where the temperature to which they are subjected will at no time exceed 100 ^{o}F (38^{o}C).

Section 5.1.1.2.4 is hereby added as follows:

5.1.1.2.4 A special sprinkler wrench shall be provided and kept in the cabinet to be used in the removal and installation of sprinklers. One sprinkler wrench shall be provided for each type of sprinkler installed.

Section 7.1.2 is hereby revised as follows:

7.1.2 The system piping shall not have a separate control valve unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 24, 2025 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.9* (3) and (5) are hereby deleted without replacement and (6), (7) and (8) renumbered as follows:

(5) Control Valves installed in a fire-rated room accessible from the exterior.
(6) Control valves in a fire-rated stair enclosure accessible from the exterior as permitted by the authority having jurisdiction.

(7) Any other valve type or location as permitted by the AHJ.

Section 6.2.9* (2) is hereby revised as follows:

(2) When approved by the fire code official, a wall post indicating valve.

Section 6.3.3 is hereby added as follows:

Section 6.3.3 All post indicator valves controlling fire suppression water supplies shall be painted OSHA red.

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe shall be coated and wrapped. Joints shall be coated and wrapped after assembly. All fittings shall be protected with a loose 8-mil polyethylene tube. The ends of the tube shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings.

Section 10.3.7 Bolts is hereby added as follows:

10.3.7 Bolts. All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.1.1 is hereby revised as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material, prior to poly-tube, and after installation. **Exception:** Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.3.1 is hereby deleted and replaced as follows:

10.4.3.1 Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

Section 10.4.3.1.1 is hereby revised as follows:

10.4.3.1.1 Pipe joints shall not be located under foundation footings. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints.

Appendices

Appendix A is not adopted.

Appendix B is adopted in its entirety as amended by the SFM with the following amendments.

Table B105.1 (1) is hereby revised as follows:

TABLE B105.1(1)
REQUIRED FIRE-FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

CALCULATION AREA (square feet)	AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
0-3,600	No automatic sprinkler system	1,000	1
3,601 and greater	No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2) at the required fire-flow rate
0-3,600	Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code	750	3/4
3,601 and greater	Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code	½ value in Table B105.1(2) but not less than 1500	1

For SI: 1 square foot = 0.0929 m^2, 1 gallon per minute = 3.785 L/m

Table B105.2 is hereby revised as follows:

TABLE B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 or Section 903.3.1.2 of the California Fire Code	50% of the value in Table B105.1(2) but not less than 1500	Duration in Table B105.1(2)

For SI: 1 square foot = 0.0929 m^2, 1 gallon per minute = 3.785 L/m

Appendix BB is adopted in its entirety.

Appendix C is adopted in its entirety as amended by the SFM with the following amendments:

Section C103.1 is hereby revised as follows:

C103.1 Hydrant Spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall not exceed 300 feet, measured along the fire department access route. In locations where it is impractical to place a fire hydrant 40 feet from the protected structure the hydrant spacing shall be reduced to 150 feet.

Section C103.2 Average Spacing is hereby deleted without replacement.

Section C103.3 Maximum Spacing is hereby deleted without replacement.

Appendix CC is adopted in its entirety.

Appendix D is not adopted.

Appendix E is not adopted.

Appendix F is not adopted.

Appendix G is not adopted.

Appendix H is adopted in its entirety.

Appendix I is not adopted.

Appendix J is not adopted.

Appendix K is not adopted.

Appendix L is not adopted.

Appendix M is not adopted.

Appendix N is not adopted.

Appendix O is not adopted.

Appendix P is not adopted.

Appendix Q is not adopted.

Section 18.04.060 - Enforcement and Inspections.
The Placentia Fire Code, as set forth in this chapter shall be enforced by the Local Enforcement Agency. The Fire Code Official or designee may detail and designate such staff members as shall be deemed necessary from time to time to enforce Chapter 18.04.

Section 18.04.070 - Fees.
Notwithstanding any provision of the Placentia Fire Code as hereby adopted, all fees for services provided pursuant to the Placentia Fire Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code Section 66016, et seq. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to one hundred (100) percent of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

Section 18.04.080 - Copy filed.
One (1) copy of the California Fire Code, 2025 Edition, including all appendices thereto and including all amendments made herein is on file in the office of the building official and the Placentia Fire and Life Safety Department pursuant to the requirements of California Health and Safety Code Section 18942(e)(1) and is available for public inspection."

EXHIBIT “B”
Chapter 18.05

Chapter 18.05

California Wildland-Urban Interface Code, 2025 Edition

Sections:

18.05.010	**Title**
18.05.020	**Purpose**
18.05.030	**Adoption of Wildland-Urban Interface Code**
18.05.040	**Definition of Terms**
18.05.050	**Enforcement and Inspections**
18.05.060	**Fees**
18.05.070	**Copy filed**

Section 18.05.010 - Title.

This Chapter shall be known as the 'Placentia Wildland-Urban Interface Code.

Section 18.05.020 – Purpose

The purpose of this code is to establish minimum requirements to reduce the likelihood of life and for property due to wildland fire through the use of performance and prescriptive requirements for construction and development in all Fire Hazard Severity Zones and increase the ability of buildings located in any Fire Hazard Severity Zone or Wildland-Urban Interface areas to resist intrusion of flames or burning embers projected by a vegetation fire and contributes to a systematic reduction in conflagration losses and reduce the likelihood of life and property due to wildfire.

Section 18.05.030 - Adoption of the Wildland-Urban Interface Code.

There hereby is adopted as the 'Placentia Wildland-Urban Interface Code,' those certain codes know and designated as the California Wildland-Urban Interface Code 2025 Edition based on the 2024 International Wildland-Urban Interface Code as published by the "International Code Council", and shall become the wildland-urban interface code of the City for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conservation, occupancy, equipment, use, height, area and maintenance of all buildings and/or structures in the City in wildland-urban interface areas. The California Wildland-Urban Interface Code and its appendix chapters will be on file for public examination in the office of the Building Official/Fire Marshal and the City Clerk's office. Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Wildland-Urban Interface Code, said State regulations shall prevail over the provisions of the Placentia Wildland-Urban Interface Code except as specifically modified herein.

Section 18.05.040 - Definition of Terms.

Whenever any of the following names or terms are used in the California Wildland-Urban Interface Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

(A) ‘Building department’ means the ‘building division’ of the City.

(B) ‘Building official’ means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

(C) ‘City’ means the City of Placentia.

(D) ‘Fire code official’ means the Chief of the Placentia Fire and Life Safety Department or his or her designee.

(E) ‘Jurisdiction’ means the City of Placentia.

(F) ‘Local Enforcing Agency’ means the agency for which the Fire Code Official performs its duties and/or the City.

Section 18.05.050 - Enforcement and Inspections.

The Placentia Wildland-Urban Interface Code, as set forth in this chapter shall be enforced by the Local Enforcement Agency. The Fire Code Official or designee may detail and designate such staff members as shall be deemed necessary from time to time to enforce this Chapter 18.05.

Section 18.05.060 - Fees.

Notwithstanding any provision of the Placentia Wildland-Urban Interface Code as hereby adopted, all fees for services provided pursuant to the Placentia Wildland-Urban Interface Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code Section 66016, et seq. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to one hundred (100) percent of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

Section 18.05.070 - Copy filed.

One (1) copy of the California Wildland-Urban Interface Code, 2025 Edition, including all appendices thereto and including all amendments made herein is on file in the office of the building official and the Placentia Fire and Life Safety Department pursuant to the requirements of California Health and Safety Code Section 18942(e)(1) and is available for public inspection.”

EXHIBIT “C”
Chapter 20.04

Chapter 20.04

California Building Code, 2025 Edition

Sections:

20.04.010	**Title**
20.04.020	**Purpose**
20.04.030	**Adoption of Building Code**
20.04.040	**Definition of Terms**
20.04.050	**Amendments to Building Code**
20.04.060	**Enforcement and Inspections**
20.04.070	**Fees**
20.04.080	**Copy filed**

Chapter 20.04

BUILDING CODE

Section 20.04.010 - Title.

This Chapter shall be known as the 'Placentia Building Code.'

Section 20.04.020 - Purpose.

The purpose of this Chapter is to prescribe regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

Section 20.04.030 - Adoption of Building Code

Except as provided in this Chapter, those certain building codes known and designated as the California Building Code 2025 Edition is hereby adopted by reference as the Building Code of the City of Placentia for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings and/or structures in the City of Placentia.

Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Building Code, said State regulations shall prevail over the provisions of the Placentia Building Code except as specifically modified herein.

Section 20.04.040 - Definition of Terms.

Whenever any of the following names or terms are used in the California Building Code, each such name or term shall be deemed and construed to have the meaning ascribed

to it in this section as follows:

(A) ‘Building department’ means the ‘building division’ of the City.

(B) ‘Building official’ means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

(C) ‘City’ means the City of Placentia.

(D) ‘Fire Code’ means the Placentia Fire Code

(E) ‘Fire code official’ means the Chief of the Placentia Fire and Life Safety Department or other individual as appointed by the City Administrator of the City, or his or her designee.

(F) ‘Local enforcing agency’ means the City.

Section 20.04.050 - Amendments to Building Code.

The following provisions of the 2025 California Building Code (CBC) are hereby amended to read, in words and figures, as follows:

Administrative Provisions. Division II of Chapter 1, entitled "Scope and Administration”, is applicable in the City.

101.1 Title. These regulations shall be known as the Building Code of the City of Placentia, hereinafter referred to as "this code."

103.1 Creation of enforcement agency. The Building and Safety Services Department is hereby created and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of the code.

105.2 Work Exempt from Permit. Exceptions 2, 9 and 14 shall read as follows:

2. Fences under 6 feet high.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 18 inches deep, do not exceed 5,000 gallons and are installed entirely above ground.
14. Decks not exceeding 200 square feet in area, that are not more than 30 inches above grade at any point, are not attached to a dwelling and do not serve the exit door required by CRC Section R311.2.

107.3 Examination of Documents. The following paragraph is added:

An expedited review and permit issuance process shall be provided for EV Charging Stations and simplified forms for submittal will be made available on City’s website.

Chapter 9
Fire Protection and Life Safety Systems

Chapter 9 Fire Protection and Life Safety Systems is adopted in its entirety with the following amendments:

SECTION 903.2, Where required, is hereby amended as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section as follows:

a) **New buildings**: In addition to the requirements of section 903.2.1 through 903.2.21, approved automatic sprinkler systems in new buildings and structures shall be provided when the gross area of the building exceeds 5,000 ft^2 or more than two-story high.

Exception: Group R-3, occupancies shall comply with sections 903.2.8.1.

b) **Alteration**: When the floor area of the Alteration within any two-year period exceeds 75% of area of the existing structure and the alteration includes structural modifications other than seismic upgrade.

c) **Addition**: Sprinkler protection shall be provided throughout the entire building when:

1. Existing building less than 5,000 ft^2: where 33% or more is added and the gross floor areas exceeds 5,000 ft^2.
2. Existing building equal or greater than 5,000 ft^2: where more than 2,000 ft^2 is added.

SECTION 903.2.8, Group R, is hereby amended as follows:

903.2.8. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New buildings:** An automatic sprinkler system shall be installed throughout all new buildings.

2. **Existing buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

a) When an addition is 50% or more of the existing building area, as defined in Section 502.1, or greater than 1000 square feet (92.903 m^2) within a two-year period; or
b) An addition when the existing building is already provided with automatic sprinklers; or

c) When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Official determined that the complexity of installing a sprinkler system would be similar as in a new building.

SECTION 903.2.10 Group S-2, is hereby amended as follows:

903.2.10: Group S-2 Parking Garages. An automatic sprinkler system shall be provided throughout buildings classified as parking garages.

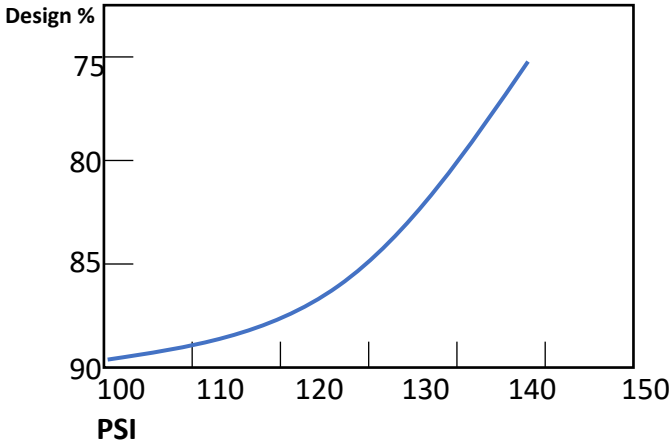
SECTION 903.2.10.1, Commercial Parking Garages, is hereby deleted without replacement.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity

Exception: When static pressure exceeds 100 psi, and required by the Fire Code Official, the fire sprinkler system shall not exceed water supply capacity specified by Table 903.3.5.3

TABLE 903.3.5.3
Hydraulically Calculated Systems



SECTION 903.4, **Sprinkler system supervision and alarms**, is hereby amended by modifying item 1, deleting item 5 and 8, and renumbering the Exceptions as follows:

Exceptions:

1. Automatic sprinkler systems protecting one- and two-family dwellings. Exterior alarm specified by Section 903.4.2 shall apply.
2. Limited area systems serving fewer than 20 sprinklers.

3. Automatic sprinkler systems installed in accordance with NFPA 13R where the common supply main is used to supply both the domestic and automatic sprinkler system, and a separate shutoff valve for automatic sprinkler system is not provided.
4. Jockey pump control valves that are sealed or locked in the open position.
5. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
6. Trim valves to pressure switches in dry, pre-action and deluge sprinkler systems that are sealed or locked in the open position.

Chapter 35
Referenced Standards

Chapter 35 Referenced Standards is adopted in its entirety with the following amendments:

NFPA 13, 2025 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised as follows:

16.12.3.3 Fire department connections (FDC) shall be of an approved type. The FDC shall contain a minimum of two 2 ½" inlets. The location shall be approved and be no more than 100 feet from a public hydrant. The FDC may be located within 100 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red. When the fire sprinkler density design requires 500 gpm (including inside hose stream demand) or greater, or a standpipe system is included, four 2 ½" inlets shall be provided.

Section 9.4.3.1 is hereby revised as follows:

9.4.3.1. When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

(1) Quick-response type as defined in 3.6.4.8
(2) Residential sprinklers in accordance with the requirements of 8.4.5
(3) Quick response CMSA sprinklers
(4) ESFR sprinklers
(5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers

(6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 9.2.1.7 is hereby revised as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the fire code official.

Section 19.1.1.1 is hereby added as follows:

19.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 21.4.1.2.2.1 (d) curve “D”. Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new occupancy.

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the Fire Code Official:

1) Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;

2) Use a maximum of 40 psi, if available;

3) Utilize the City of Placentia water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

Section 16.9.10.2 is hereby deleted without replacement.

Section 16.9.10.3 is hereby deleted without replacement.

Section 16.9.10.4 is hereby deleted without replacement.

NFPA 13D 2025 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:
Section 5.1.3 is hereby added as follows:

5.1.3 Stock of Spare Sprinklers

Section 5.1.3.1 is hereby added as follows:

> **5.1.3.1**. A supply of at least two sprinklers for each type shall be maintained on the premises so that any sprinklers that have operated or been damaged in any way can be promptly replaced.

Section 5.1.3.2 is hereby added as follows:

> **5.1.3.2** The sprinklers shall correspond to the types and temperature ratings of the sprinklers in the property.

Section 5.1.3.3 is hereby added as follows:

> **5.1.3.3** The sprinklers shall be kept in a cabinet located where the temperature to which they are subjected will at no time exceed 100 ^{o}F (38^{o}C).

Section 5.1.3.4 is hereby added as follows:

> **5.1.3.4** A special sprinkler wrench shall be provided and kept in the cabinet to be used in the removal and installation of sprinklers. One sprinkler wrench shall be provided for each type of sprinkler installed.

Section 7.1.2 is hereby revised as follows:

> **7.1.2** The system piping shall not have a separate control valve unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 14, 2019 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 7.3.1.1 is hereby is deleted in its entirety and replaced as follows:

> **7.3.1.1** Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

NFPA 24, 2019 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.9* (3) and (5) is hereby deleted without replacement and (6) and (7) renumbered as follows:

> (5) Control Valves installed in a fire-rated room accessible from the exterior.
> (6) Control valves in a fire-rated stair enclosure accessible from the exterior as permitted by the authority having jurisdiction.

Section 6.2.9* (2) is hereby revised as follows:

(2) When approved by the fire code official, a wall post indicating valve.

Section 6.3.3 is hereby added as follows:

Section 6.3.3 All post indicator valves controlling fire suppression water supplies shall be painted OSHA red.

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe shall be coated and wrapped. Joints shall be coated and wrapped after assembly. All fittings shall be protected with a loose 8-mil polyethylene tube. The ends of the tube shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.
Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.3.7 Bolts is hereby added as follows:

10.3.7 Bolts. All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.1.1 is hereby revised as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material, prior to poly-tube, and after installation.
Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.3.1 is hereby deleted and replaced as follows:

10.4.3.1 Where fire service mains enter the building adjacent to the foundation,-the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.6.2.

Section 10.4.3.1.1 is hereby revised as follows:

10.4.3.1.1 Pipe joints shall not be located under foundation footings. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints.

Chapter 15
Roof Assemblies and Rooftop Structures Table 1505.1 is hereby revised to read as follows:

TABLE 1505.1[a]
MINIMUM ROOF COVERING CLASSIFICATIONS
TYPES OF CONSTRUCTION

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m^2.

a. Unless otherwise required in accordance with Part 7, California Wildland-Urban Interface Code

CBC Section 1505.1.2 is amended as follows:

1505.1.2 Roof coverings within all other areas other than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI). The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

Section 20.04.060 - Enforcement and Inspections.

The Placentia Building Code, as set forth in this Chapter 20.04 shall be enforced by the City Building Official or his or her designee.

Section 20.04.070 - Fees.

Notwithstanding any provision of the Placentia Building Code as hereby adopted, all fees for services provided pursuant to the Placentia Building Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq*. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay, a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

Section 20.04.080 - Copy filed.

One (1) copy of the California Building Code, 2025 Edition is on file in the office of the Building Official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

EXHIBIT “D”
Chapter 20.08

Chapter 20.08

California Residential Code, 2025 Edition

Sections:

20.08.010	**Title**
20.08.020	**Purpose**
20.08.030	**Adoption of Residential Code**
20.08.040	**Definition of Terms**
20.08.050	**Amendments to Residential Code**
20.08.060	**Enforcement and Inspections**
20.08.070	**Fees**
20.08.080	**Copy filed**

Section 20.08.010 - Title.

This Chapter shall be known as the 'Placentia Residential Code.'

Section 20.08.020 - Purpose.

The purpose of this Chapter is to prescribe regulations for erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures and conditions hazardous to life or property in the occupancy of residential buildings and premises as herein provided.

Section 20.08.030 - Adoption of the 2025 California Residential Code.

Except as provided in this Chapter, those certain building codes known and designated as the California Residential Code (CRC) 2025 Edition, based on the 2024 International Residential Code as published by the International Code Council, including Division II in Chapter 1, and including Appendix BF (Patio Covers) and Appendix CI (Swimming Pool Safety Act), shall become the residential code of the City of Placentia for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, equipment, use, height, area and maintenance of all residential structures within the scope of the CRC in the City of Placentia.

Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Residential Code, said State regulations shall prevail over the provisions of the Placentia Residential Code except as specifically modified herein.

Section 20.08.040 - Definition of Terms.

Whenever any of the following names or terms are used in the California Residential Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

(A) 'Building department' means the 'building division' of the City.

(B) 'Building official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

(C) 'City' means the City of Placentia.

(D) 'Fire Code' means the Placentia Fire Code. '

(E) 'Fire code official' means the Chief of the Placentia Fire and Life Safety Department or other individual as appointed by the City Administrator of the City, or his or her designee.

(F) 'Jurisdiction' means the City.

(G) 'Local enforcing agency' means the agency for which the Fire Code Official performs its duties and/or the City.

Section 20.08.050 - Amendments to Residential Code.

The following provisions of the 2025 California Residential Code (CRC) hereby are amended to read, in words and figures, as follows:

CRC Table R301.2 is revised to read as follows:

TABLE R301.2 -- CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load[o]	Wind Design				Seismic Design Category[f]	Subject To Damage From			Ice Barrier Underlayment Required[h]	Flood Hazards[g]	Air Freezing Index[i]	Mean Annual Temp[j]
	Speed[d] (mph)	Topographic effects[k]	Special wind region[l]	Windborne debris zone[m]		Weathering[a]	Frost line depth[b]	Termite[c]				
Zero	95	No	No	No	D2 or E	Negligible	12-14"	Very Heavy	No	Y/N	Zero	66

MANUAL J DESIGN CRITERIA[n]						
Elevation	Altitude correction factor[e]	Coincident wet bulb	Indoor winter design relative humidity	Indoor design dry-bulb temperature	Outdoor winter design dry-bulb temperature	Heating Temperature Difference
272	--	70	75	--	34	--
Latitude	Daily range	Summer design gains	Indoor summer design relative humidity	Indoor summer design dry-bulb temperature	Outdoor summer design dry-bulb temperature	Cooling Temperature Difference
33°52'57"	27	--	15(50% RH)	--	80	--

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering

column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R30l.2(4)].Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
e. The jurisdiction shall fill in this section of the table to establish the design criteria using Table 10A from ACCA Manual J or established criteria determined by the jurisdiction.
f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
g. The City of Placentia does not have any Flood Hazards Zones. **(OR, if yes)** See City's FIRM maps for Flood Hazard Locations.
h. In accordance with Sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."
i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the l00-year (99%) value on the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32°)" at www.ncdc.noaa.gov/fpsf.htrnl.
j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at www.ncdc.noaa.gov/fpsf.html.
k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
l. In accordance with Figure R301.2(4)A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with “YES” and identify any specific requirements. Otherwise, the jurisdiction shall indicate “NO” in this part of the table.
m. In accordance with Section R301.2.1.2.1, the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate “NO” in this part of the table.
n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.

o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figure R301.2 (6).

CRC Section R902.1 is amended by revising it to allow only class A or B roofs as follows:

R902.1 Roofing assemblies. Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section. Classes A or B roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Exceptions:

1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.
2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible decks.

R902.1.2 Roof coverings within all other areas other than Fire Hazard Severity Zones or a Wildland-Urban Interface (WUI). The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

CRC Appendix CI, Section CI100 is revised to read as follows:

(a) Except as provided in Section CI100, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with item #1 below AND at least one additional following seven drowning prevention features:

#1. An enclosure that meets the requirements of CI100 and isolates the swimming pool and spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have door openings equipped with protection as required in CI100. Any such door(s) and window(s) protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

Section 20.08.060 - Enforcement and Inspections.

The Placentia Residential Code, as set forth in this Chapter 20.08 shall be enforced by the City Building Official or his or her designee.

Section 20.08.070 - Fees.

Notwithstanding any provision of the Placentia Residential Code as hereby adopted, all fees for services provided pursuant to the Placentia Residential Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq*. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay, a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

Section 20.08.080 - Copy filed.

One (1) copy of the California Residential Code (CRC) 2025 Edition, is on file in the office of the Building Official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

EXHIBIT “E”
Chapter 20.12

Chapter 20.12

California Plumbing Code, 2025 Edition

Sections:

20.12.010	**Title**
20.12.020	**Purpose**
20.12.030	**Adoption of Plumbing Code**
20.12.040	**Definition of Terms**
20.12.050	**Amendments to Plumbing Code**
20.12.060	**Enforcement and Inspections**
20.12.070	**Fees**
18.12.080	**Copy filed**

Section 20.12.010 - Title.

This Chapter shall be known as the 'Placentia Plumbing Code.'

Section 20.12.020 - Purpose.

The purpose of this Chapter is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, plumbing systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

Section 20.12.030 - Adoption of Plumbing Code.

Except as otherwise provided in this Chapter, the California Plumbing Code, 2025 Edition, incorporating the 'Uniform Plumbing Code, 2024 Edition is hereby adopted as the 'Placentia Plumbing Code,' regulating erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City of Placentia.

Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Plumbing Code, said State regulations shall prevail over the provisions of the Placentia Plumbing Code except as specifically modified herein.

Section 20.12.040 - Definition of Terms.

Whenever any of the following names or terms are used in the California Plumbing Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

(A) 'Authority having jurisdiction' means the City of Placentia.

(B) ‘Building department’ means the ‘building division’ of the City.

(C) ‘Building official’ means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

(D) ‘City’ means the City of Placentia.

(E) ‘Fire Code’ means the Placentia Fire Code.

(F) Fire code official’ means the Chief of the Placentia Fire and Life Safety Department or other individual as designated by the City Administrator of the City, or his or her designee.

(G) “Jurisdiction’ means the City.

(H) ‘Local enforcing agency’ means the agency for which the Fire Code Official performs its duties and/or the City.

Section 20.12.050 - Amendments to Plumbing Code.

Reserved for future amendments

Section 20.12.060 - Enforcement and Inspections.

The Placentia Plumbing Code, as set forth in this Chapter 20.12 shall be enforced by the building official or his or her designee.

Section 20.12.070 - Fees.

Notwithstanding any provision of the Placentia Plumbing Code as hereby adopted, all fees for services provided pursuant to the Placentia Plumbing Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq*. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay, a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

Section 20.12.080 - Copy filed.

One (1) copy of the California Plumbing Code, 2025 Edition, is on file in the office of the Building Official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection.”

EXHIBIT “F”
Chapter 20.16

Chapter 20.16

California Electrical Code, 2025 Edition

Sections:

20.16.010	**Title**
20.16.020	**Purpose**
20.16.030	**Adoption of Electrical Code**
20.16.040	**Definition of Terms**
20.16.050	**Amendments to Electrical Code**
20.16.060	**Enforcement and Inspections**
20.16.070	**Fees**
20.16.080	**Copy filed**

Section 20.16.010 - Title.

This Chapter shall be known as the 'Placentia Electrical Code.'

Section 20.16.020 - Purpose.

The purpose of this Chapter is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, electrical systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

Section 20.16.030 - Adoption of Electrical Code.

Except as provided in this chapter, the California Electrical Code, 2025 Edition, based on the 2023 National Electrical Code as published by the National Fire Protection Association is hereby adopted as the 'Placentia Electrical Code,' regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the City of Placentia.

Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Electrical Code, said State regulations shall prevail over the provisions of the Placentia Electrical Code except as specifically modified herein.

Section 20.16.040 - Definition of Terms.

Whenever any of the following names or terms are used in the California Electrical Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

(A) 'Authority having jurisdiction' means the City of Placentia.

(B) 'Building department' means the 'building division' of the City.

(C) 'Chief Electrical Inspector' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

(D) 'City' means the City of Placentia.

(E) 'Fire Code' means the Placentia Fire Code.

(F) 'Fire code official' means the Chief of the Placentia Fire and Life Safety Department or other individual as designated by the City Administrator of the City, or his or her designee.

(G) 'Jurisdiction' means the City.

(H) 'Local enforcing agency' means the agency for which the Fire Code Official performs its duties and/or the City.

Section 20.16.050 - Amendments to Electrical Code.

The following provisions of the California Electrical Code hereby are amended to read, in words and figures, as follows:

310.3(B) Conductor Material is revised to add a second paragraph to read as follows: Copper wire shall be used for wiring No. 6 and smaller in all installations. Consideration for use of aluminum wiring can be made by the Building Official for feeder lines only on an individual basis where adequate safety measures can be ensured.

690.13(A) Location is revised to read as follows:

The means to disconnect a photovoltaic and electrical energy storage system shall be installed at a readily accessible location on the exterior of the building. A visible-open, lockable AC disconnect shall be located within three (3) feet of the meter, photovoltaic disconnect, or as required by the Building or Fire Code Official.

Section 20.16.060 - Enforcement and Inspections.

The Placentia Electrical Code, as set forth in this Chapter 20.16 shall be enforced by the building official or his or her designee.

Section 20.16.070 - Fees.

Notwithstanding any provision of the Placentia Electrical Code as hereby adopted, all fees for services provided pursuant to the Placentia Electrical Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of

California Government Code § 66016, *et seq*. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

Section 20.16.080 - Copy filed.

One (1) copy of the California Electrical Code, 2025 Edition, is on file in the office of the Building Official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

EXHIBIT “G”
Chapter 20.20

Chapter 20.20

California Mechanical Code, 2025 Edition

Sections:

20.20.010	**Title**
20.20.020	**Purpose**
20.20.030	**Adoption of Mechanical Code**
20.20.040	**Definition of Terms**
20.20.050	**Amendments to Mechanical Code**
20.20.060	**Enforcement and Inspections**
20.20.070	**Fees**
20.20.080	**Copy filed**

Section 20.20.010 - Title.

This Chapter shall be known as the 'Placentia Mechanical Code.'

Section 20.20.020 - Purpose.

The purpose of this Chapter is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, mechanical systems, materials and appurtenances and conditions hazardous to life or property in the occupancy of buildings and premises as herein provided.

Section 20.20.030 - Adoption of Mechanical Code.

Except as provided in this chapter, the California Mechanical Code, 2025 Edition, is hereby adopted as the 'Placentia Mechanical Code,' including all appendices thereto and including all amendments made herein, and such Code shall be and become the Mechanical Code of the City of Placentia, governing, regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, Incinerators and other miscellaneous heat producing appliances in the City of Placentia.

Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Mechanical Code, said State regulations shall prevail over the provisions of the Placentia Mechanical Code except as specifically modified herein.

Section 20.20.040 - Definition of Terms.

Whenever any of the following names or terms are used in the California Mechanical Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

(A) ‘Authority having jurisdiction’ means the City of Placentia.

(B) ‘Building department’ means the ‘building division’ of the City.

(C) ‘Mechanical inspector’ means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

(D) ‘City’ means the City of Placentia.

(E) ‘Fire Code’ means the Placentia Fire Code.

(F) ‘Fire code official’ means the Chief of the Placentia Fire and Life Safety Department or other individual as designated by the City Administrator of the City, or his or her designee.

(G) “Jurisdiction’ means the City.

(H) ‘Local enforcing agency’ means the agency for which the Fire Code Official performs its duties and/or the City.

Section 20.20.050 - Amendments to Mechanical Code.

Reserved for future amendments

Section 20.20.060 - Enforcement and Inspections.

The Placentia Mechanical Code, as set forth in this Chapter 20.20 shall be enforced by the building official or his or her designee.

Section 20.20.070 - Fees.

Notwithstanding any provision of the Placentia Mechanical Code as hereby adopted, all fees for services provided pursuant to the Placentia Mechanical Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq*. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

Section 20.20.080 - Copy filed.

One (1) copy of the California Mechanical Code, 2025 Edition, is on file in the office of the building official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection.**”**

EXHIBIT “H”
Chapter 20.46

Chapter 20.46

California Energy Code, 2025 Edition

Sections:

20.46.010	**Title**
20.46.020	**Purpose**
20.46.030	**Adoption of California Energy Code**
20.46.040	**Definition of Terms**
20.46.050	**Amendments to California Energy Code**
20.46.060	**Enforcement and Inspections**
20.46.070	**Fees**
20.46.080	**Copy filed**

Section 20.46.010 - Title.

This Chapter shall be known as the 'Placentia Energy Code.'

Section 20.46.020 - Purpose.

The purpose of this Chapter is to prescribe regulations for regulating and controlling the energy efficiency of buildings in the City of Placentia.

Section 20.46.030 - Adoption of California Energy Code.

Except as provided in this chapter, those certain building codes known and designated as the California Energy Code, 2025 Edition, as published by the California Energy Commission, shall be and become the Energy Code of the City of Placentia, including all appendices thereto.

Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Energy Code, said State regulations shall prevail over the provisions of the Placentia Energy Code except as specifically modified herein.

Section 20.46.040 - Definition of Terms.

Whenever any of the following names or terms are used in the California Energy Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

(A) 'Authority having jurisdiction' means the City of Placentia.

(B) 'Building department' means the 'building division' of the City.

(C) 'Building Official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

(D) 'City' means the City of Placentia.

(E) 'Fire Code' means the Placentia Fire Code.

(F) 'Fire code official' means the Chief of the Placentia Fire and Life Safety Department or other individual as designated by the City Administrator of the City, or his or her designee.

(G) "Jurisdiction' means the City.

(H) 'Local enforcing agency' means the agency for which the Fire Code Official performs its duties and/or the City.

Section 20.12.050 - Amendments to California Energy Code.

Reserved for future amendments

Section 20.46.060 - Enforcement and Inspections.

The Placentia Energy Code, as set forth in this Chapter 20.46 shall be enforced by the building official or his or her designee.

Section 20.46.070 - Fees.

Notwithstanding any provision of the Placentia Energy Code as hereby adopted, all fees for services provided pursuant to the Placentia Energy Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq*. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

Section 20.46.080 - Copy filed.

One (1) copy of the California Energy Code, 2025 Edition is on file in the office of the building official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection.**"**

Exhibit “I”
Chapter 20.48

Chapter 20.48

California Green Building Standards Code, 2025 Edition

Sections:

20.48.010	**Title**
20.48.020	**Purpose**
20.48.030	**Adoption of Green Building Standards Code**
20.48.040	**Definition of Terms**
20.48.050	**Amendments to Green Building Standards Code**
20.48.060	**Enforcement and Inspections**
20.48.070	**Fees**
20.48.080	**Copy filed**

Section 20.48.010 - Title.

This Chapter shall be known as the 'Placentia Green Building Standards Code.'

Section 20.48.020 - Purpose.

The purpose of this Chapter is to prescribe regulations for construction, enlargement, alteration, repair, improving, removal, conversion, demolition, equipment use, building systems, materials and appurtenances in order to optimize use of renewable resources and minimize effects on the environment in the City of Placentia. This chapter shall also serve to reduce the negative impacts of construction and encourage sustainable construction practices in the planning and design, energy efficiency, water efficiency and conservation, and environmental quality of all newly constructed buildings or structures in the City of Placentia.

Section 20.48.030 - Adoption of Green Building Standards Code.

Except as provided in this chapter, those certain building codes known and designated as the California Green Building Standards Code 2025 Edition, shall become the Green Building Code of the of the City of Placentia, including all appendices thereto and including all amendments made herein, for reducing the negative impact and encouraging sustainable construction practices in the planning and design, energy efficiency, water efficiency and conservation, and environmental quality of all newly constructed buildings or structures in the City of Placentia.

Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the Placentia Green Building Standards Code, said State regulations shall prevail over the provisions of the Placentia Green Building Standards Code except as specifically modified herein.

Section 20.48.040 - Definition of Terms.

Whenever any of the following names or terms are used in the California Green Building Standards Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

(A) 'Authority having jurisdiction' means the City of Placentia.

(B) 'Building department' means the 'building division' of the City.

(C) 'Building Official' means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

(D) 'City' means the City of Placentia.

(E) 'Fire Code' means the Placentia Fire Code.

(F) 'Fire code official' means the Chief of the Placentia Fire and Life Safety Department or other individual as designated by the City Administrator of the City, or his or her designee.

(G) "Jurisdiction' means the City.

(H) 'Local enforcing agency' means the agency for which the Fire Code Official performs its duties and/or the City.

Section 20.48.050 - Amendments to Green Building Standards Code.

The following provisions of the California Green Building Standards Code hereby are amended to read, in words and figures, as follows:

Section 301.1 of the California Green Building Standards Code is amended to read as follows:

> **301.1** Scope. Buildings shall be designed to include the green building measures specified as mandatory in the application checklists contained in this code. Voluntary green building measures are also included in the application checklists and may be included in the design and construction of structures covered by this code, but are not required.

Section 20.48.060 - Enforcement and Inspections.

The Placentia Green Building Standards Code, as set forth in this Chapter 20.48 shall be enforced by the building official or his or her designee.

Section 20.48.070 - Fees.

Notwithstanding any provision of the Placentia Green Building Standards Code as hereby adopted, all fees for services provided pursuant to the Placentia Green Building Standards Code shall approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq*. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

Section 20.48.080 - Copy filed.

One (1) copy of the California Green Building Standards Code, 2025 Edition, is on file in the office of the building official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

EXHIBIT “J”
Chapter 20.50

Chapter 20.50

California Existing Building Code, 2025 Edition

Sections:

20.50.010	**Title**
20.50.020	**Purpose**
20.50.030	**Adoption of California Existing Building Code**
20.50.040	**Definition of Terms**
20.50.050	**Amendments to California Existing Building Code**
20.50.060	**Enforcement and Inspections**
20.50.070	**Fees**
20.50.080	**Copy filed**

Section 20.50.010 - Title.

This Chapter shall be known as the 'Placentia California Existing Building Code.'

Section 20.50.020 - Purpose.

The purpose of this Chapter is to prescribe regulations for the alteration, repair, addition and change of occupancy of existing structures in the City of Placentia.

Section 20.50.030 - Adoption of California Existing Building Code.

Except as provided in this chapter, those certain building codes known and designated as the California Existing Building Code, 2025 Edition, shall become the Existing Building Code of the City, regulating the alteration, repair, addition and change of occupancy of existing structures in the City of Placentia.

Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the California Existing Building Code, said State regulations shall prevail over the provisions of the California Existing Building Code except as specifically modified herein.

Section 20.50.040 - Definition of Terms.

Whenever any of the following names or terms are used in the California Existing Building Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

(A) 'Authority having jurisdiction' means the City of Placentia.

(B) 'Building department' means the 'building division' of the City.

(C) 'Building Official' means the chief building official of the City as appointed by

the City Administrator of the City, or his or her designee.

(D) 'City' means the City of Placentia.

(E) 'Fire Code' means the Placentia Fire Code.

(F) 'Fire code official' means the Chief of the Placentia Fire and Life Safety Department or other individual as designated by the City Administrator of the City, or his or her designee.

(G) "Jurisdiction' means the City.

(H) 'Local enforcing agency' means the agency for which the Fire Code Official performs its duties and/or the City.

Section 20.50.050 - Amendments to the California Existing Building Code.

Reserved for future amendments

Section 20.50.060 - Enforcement and Inspections.

The Placentia Existing Building Code, as set forth in this Chapter 20.50 shall be enforced by the building official or his or her designee.

Section 20.50.070 - Fees.

Notwithstanding any provision of the Placentia Existing Building Code as hereby adopted, all fees for services provided pursuant to the Placentia Existing Building Code approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq*. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

Section 20.50.080 - Copy filed.

One (1) copy of the California Existing Building Code, 2025 Edition, is on file in the office of the building official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection.**"**

EXHIBIT “K”
Chapter 20.52

Chapter 20.52

California Historical Building Code, 2025 Edition

Sections:

20.52.010	**Title**
20.52.020	**Purpose**
20.52.030	**Adoption of Historical Building Code**
20.52.040	**Definition of Terms**
20.50.050	**Amendments to Historical Building Code**
20.52.060	**Enforcement and Inspections**
20.52.070	**Fees**
20.52.080	**Copy filed**

Section 20.52.010 - Title.

This Chapter shall be known as the 'Placentia Historical Building Code.'

Section 20.52.020 - Purpose.

The purpose of this Chapter is to prescribe regulations for the alteration, repair, addition and change of occupancy of historical structures in the City of Placentia.

Section 20.52.030 - Adoption of California Historical Building Code.

Except as provided in this chapter, those certain building codes known and designated as the California Historical Building Code, 2025 Edition, shall become the Existing Building Code of the City, regulating the alteration, repair, addition and change of occupancy of historical structures in the City of Placentia.

Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the California Existing Building Code, said State regulations shall prevail over the provisions of the California Existing Building Code except as specifically modified herein.

Section 20.52.040 - Definition of Terms.

Whenever any of the following names or terms are used in the California Historical Building Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

(A) 'Authority having jurisdiction' means the City of Placentia.

(B) 'Building department' means the 'building division' of the City.

(C) ‘Building Official’ means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

(D) ‘City’ means the City of Placentia.

(E) ‘Fire Code’ means the Placentia Fire Code.

(F) ‘Fire code official’ means the Chief of the Placentia Fire and Life Safety Department or other individual as designated by the City Administrator of the City, or his or her designee.

(G) “Jurisdiction’ means the City.

(H) ‘Local enforcing agency’ means the City.

Section 20.50.050 - Amendments to Historical Building Code

Reserved for future amendments

Section 20.52.060 - Enforcement and Inspections.

The Placentia Historical Building Code, as set forth in this Chapter 20.52 shall be enforced by the building official or his or her designee.

Section 20.52.070 - Fees.

Notwithstanding any provision of the Placentia Historical Building Code as hereby adopted, all fees for services provided pursuant to the Placentia Historical Building Code approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq*. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

Section 20.52.080 - Copy filed.

One (1) copy of the California Historical Building Code, 2025 Edition, is on file in the office of the building official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection.**”**

EXHIBIT “L”
Chapter 20.54

Chapter 20.54

International Property Maintenance Code, 2024 Edition

Sections:

20.54.010	**Title**
20.54.020	**Purpose**
20.54.030	**Adoption of International Property Maintenance Code**
20.54.040	**Definition of Terms**
20.54.050	**Amendments to International Property Maintenance Code**
20.54.060	**Enforcement and Inspections**
20.54.070	**Fees**
20.54.080	**Copy filed**

Section 20.54.010 - Title.

This Chapter shall be known as the 'Placentia Property Maintenance Code.'

Section 20.54.020 - Purpose.

The purpose of this Chapter is to prescribe regulations for the maintenance of buildings and structures within the City of Placentia.

Section 20.54.030 - Adoption of International Property Maintenance Code

Except as provided in this chapter, those certain building codes known and designated as the International Property Maintenance Code, 2024 Edition, shall be and become the Property Maintenance Code of the City of Placentia, regulating the maintenance of buildings and structures within the City of Placentia.

Whenever the California Code of Regulations and State Building Standards Code of Regulations differ from any provision of the International Property Maintenance Code, said State regulations shall prevail over the provisions of the International Property Maintenance Code except as specifically modified herein.

Section 20.54.040 - Definition of Terms.

Whenever any of the following names or terms are used in the International Property Maintenance Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

(A) 'Authority having jurisdiction' means the City of Placentia.

(B) 'Building department' means the 'building division' of the City.

(C) ‘Building Official’ means the chief building official of the City as appointed by the City Administrator of the City, or his or her designee.

(D) ‘City’ means the City of Placentia.

(E) ‘Fire Code’ means the Placentia Fire Code.

(F) ‘Fire code official’ means the Chief of the Placentia Fire and Life Safety Department or other individual as designated by the City Administrator of the City, or his or her designee.

(G) “Jurisdiction’ means the City.

(H) ‘Local enforcing agency’ means the agency for which the Fire Code Official performs its duties and/or the City.

Section 20.54.050 - Amendments to the International Property Maintenance Code.

The following provisions of the International Property Maintenance Code hereby are amended to read, in words and figures, as follows:

101.1 Title. These regulations shall be known as the Property Maintenance Code of the City of Placentia, hereinafter referred to as “this code.”

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes or occupancy, shall be done in accordance with the procedures and provisions of the most current California Codes adopted by the City of Placentia. Any reference to an International Code will be viewed as conformity to the adopted California Codes.

103.1 Creation of agency. The Development Services Department is hereby created and the official in charge thereof shall be known as the code official. The function of the agencies shall be the implementation, administration, and enforcement of the provisions of this code.

302.4 Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of six (6) inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 109.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

304.14 Insect screens. Annually, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to a minimum temperature of 68° F in all habitable rooms, bathrooms, and toilet rooms.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat to a minimum temperature of 65° F during the period the spaces are occupied.

Section 20.54.060 - Enforcement and Inspections.

The Placentia Property Maintenance Code, as set forth in this Chapter 20.54 shall be enforced by the building official or his or her designee.

Section 20.54.070 - Fees.

Notwithstanding any provision of the Placentia Property Maintenance Code as hereby adopted, all fees for services provided pursuant to the Placentia Property Maintenance Code approved by resolution therefor as adopted by the City Council of the City of Placentia pursuant to the provisions of California Government Code § 66016, *et seq*. In addition to any other fee(s) to be charged hereunder, any person, firm, partnership or corporation initiating or engaging in any work without the permit therefor as required hereunder shall pay a penalty equal to 100% of the fee for the requisite permit if issued after such work commences, is initiated or engaged in by such person, firm, partnership or corporation.

Section 20.54.080 - Copy filed.

One (1) copy of the International Property Maintenance Code, 2024 Edition, is on file in the office of the building official pursuant to the requirements of California Health and Safety Code § 18942(e)(1) and is available for public inspection."

RESOLUTION NO. R-2025-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA MAKING REQUIRED FINDINGS PERTAINING TO MODIFICATIONS TO THE CALIFORNIA FIRE AND BUILDING CODES ADOPTED BY ORDINANCE NO. O-2025-11 BASED UPON LOCAL CLIMATIC, TOPOGRAPHIC AND GEOLOGIC CONDITIONS IN ACCORDANCE WITH THE REQUIREMENTS OF § 17958 OF THE CALIFORNIA HEALTH AND SAFETY CODE

A. RECITALS

1. The State of California mandates all cities in the state impose the same requirements as are contained in the most recent edition(s) of the California Building Code, the California Fire Code, the California Green Building Standards Code, the California Residential Code, the California Plumbing Code, the California Mechanical Code, the California Energy Code, the California Wildland-Urban Interface Code, and the California Electrical Code ("Codes").

2. California Health and Safety Code § 17958.5(a) authorizes cities to make modifications or changes to the Codes which are reasonably necessary as a result of local climatic, geologic, or topographic conditions.

3. Prior to effecting any modifications or changes to the Codes, the City Council is required by the provisions of California Health and Safety Code § 17958.7 to make express findings that such changes or modifications are reasonably necessary due to local climatic, geologic, or topographic conditions.

4. The Development Services and the Fire and Life Safety Departments recommend changes and modifications be made to the Codes based on the findings and evidence presented to this City Council and that said changes and modifications to the Codes are reasonably necessary due to local conditions in the City and have further advised that the remainder of said changes and modifications are of an administrative or procedural nature, or are concerned with subjects not covered by the Codes or are reasonably necessary to safeguard life and property within the City.

5. The City Council desires to ensure that the changes and modifications to the Codes required for proper implementation of Ordinance No. O-2025-11 are in effect concurrently with effective date of Ordinance No. O-2025-11.

6. All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION

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

1. The Recitals, Part A., set forth above are hereby adopted as the findings of the City Council in connection with the adoption of this Resolution.

2. Pursuant to the provisions of California Health and Safety Code §§ 17958.5(a) and 17958.7, this City Council hereby finds and determines that the changes and

modifications to the Codes as set forth in Ordinance No. O-2025-11 are reasonably necessary due to local climatic, geologic, or topographic conditions within the City as follows:

a) Climatic Conditions

(1) The City of Placentia is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry winds (Santa Ana), which may reach speeds of 70 mph or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the City. Obstacles generated by a strong wind, such as fallen trees, streetlights and utility poles will greatly impact the response time to reach an incident scene.

(2) The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Placentia Fire and Life Safety Department's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.

(3) Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.

(4) These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

b) Topographical conditions

(1) Natural topography in the city has elevations just above sea level. Many of the populated flatlands are already built upon, but further growth is occurring, creating greater restraints in an already densely populated area.

(2) Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County. The combination of vehicular and railway traffic significantly impacts response, which supports the benefits of added fire protection systems.

(3) These topographical conditions combine to create a situation that places Fire and Life Safety Departments response time to fire incidents at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

Due to the topographical conditions of sprawling development separated by storm drains, train tracks, narrow and congested streets and the expected infrastructure damage inherent

in seismic zones described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) resources available for a given structure. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Placentia Fire and Life Safety Department.

c) Geological Conditions

(1) The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for recurrence of earthquakes is recommended by the state of California, Department of Conservation.

(2) Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. Fires can become difficult to contain if water mains supplying water to the city can burst during earthquakes. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), “unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe.”

(3) Road circulation features located throughout the City also make amendments reasonably necessary. Located through the City are major roadways, highways and flood control channels that create barriers and slow response times. Street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable.

(4) Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

3. The City Council hereby resolves that certain changes and modifications to the 2025 California Building Standards Code identified in proposed Ordinance No. O-2025-11 are reasonably necessary as administrative or procedural in nature, or to ensure consistency with previously adopted ordinances, or are intended to enhance life and fire safety due to the climatic, topographical, and/or geological conditions, are cited below. Furthermore, the City Council declares that all the changes or modifications are substantially

equivalent to changes or modifications that were previously filed by the City of Placentia and were in effect as of September 30, 2025.

Amendments Proposed in Ordinance No. O-2025-11	*Findings as identified in a), b), and c), above*
California Building Code Chapter 1, Division II Sections 903.2, 903.2.8, 903.2.10, 903.2.10.1, 903.3.5.3, 903.4, Table 1505.1, 1505.1.2. Chapter 35: NFPA 13, 2025 Edition sections 16.12.3.3, 9.4.2.1, 9.2.1.7, 19.1.1.1, 11.2.3.1.1.1, 16.9.10.2, 16.9.10.3, 16.9.10.4. NFPA 13D, 2025 Edition sections 5.1.3.1, 5.1.3.2, 5.1.3.3, 5.1.3.4, 7.1.2. NFPA14, 2019 Edition section 7.3.1.1. NFPA 24, 2019 Edition sections 6.2.9, 6.3.3, 10.1.5, 10.3.7, 10.4.1.1, 10.4.3.1, 10.4.3.1.1.	Administrative, zoning, c) a), b), c)
California Residential Code Sections R301.2, R902.1, R902.1.2, Appendix CI.	a), b), c)
California Electrical Code Sections 310.3(B), 690.13	c)
California Building Code Chapter 1, Division II Sections 903.2, 903.2.8, 903.2.10, 903.2.10.1, 903.3.5.3, 903.4, Table 1505.1, 1505.1.2. Chapter 35: NFPA 13, 2025 Edition sections 16.12.3.3, 9.4.2.1, 9.2.1.7, 19.1.1.1, 11.2.3.1.1.1, 16.9.10.2, 16.9.10.3, 16.9.10.4. NFPA 13D, 2025 Edition sections 5.1.3.1, 5.1.3.2, 5.1.3.3, 5.1.3.4, 7.1.2. NFPA14, 2019 Edition section 7.3.1.1. NFPA 24, 2019 Edition sections 6.2.9, 6.3.3, 10.1.5, 10.3.7, 10.4.1.1, 10.4.3.1, 10.4.3.1.1.	Administrative, zoning, c) a), b), c)
California Fire Code Sections 113.4,113.4.2 113.4.3 202, 304.1.3, 305.6, 307.6.1,307.6.2, 307.6.2.1, 324.1, 325.1, 326.1, 327.1, 327.2, 328.1, 329.1,407.5, 501.1, 504.5, 504.5.1, 903.2, 903.2.8, 903.2.10, 903.3.5.3, 903.4.1, 5001.5.2, 5003.1.1.1, 5601.2.5, 5608.2, 5614, 5614, 5801.1 deleted Chapters 25, 26 Chapter 80 – Referenced Standards 2025 NFPA 13, 9.2.1.7,9.4.3.1, 16.9.10.2, 16.9.10.3, 16.9.10.4, 16.12.3.3, 19.1.1.1, 19.1.4.1.1 2025 NFPA 13D, 5.1.1.2, 5.1.1.2.1, 5.1.1.2.2, 5.1.1.2.3, 5.1.1.2.4, 7.1.2 2025 NFPA 24 6.2.9, 6.3.3, 10.1.5 10.3.7, 10.4.1.1, 10.4.3.1, 10.4.3.1.1 Appendix B Appendix C Appendix H Appendix BB	Administrative a), b), c) a), b), c) a), b), c) a), b), c)

Appendix CC Appendices A, D, E, F, G, I, J, K, L, M, N, O, P, Q not adopted	

4. This City Council further hereby finds that the facts supporting the findings reference herein are contained in the staff report and the oral and documentary evidence submitted to the City Council during the public hearing conducted regarding the adoption of Ordinance No. O-2025-11.

5. In accordance with the provisions of California Health and Safety Code § 17958.7, the City Clerk hereby is directed to forthwith file a certified copy of this Resolution and Ordinance O-2025-11 with the California Building Standards Commission.

6. A full, true and correct copy of this Resolution shall be maintained in the office of the building official for public inspection.

7. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED this 4th day of November 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, hereby certify that the foregoing Resolution was adopted a regular meeting of the City Council of the City of Placentia, held on the 4th day of November 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

Agenda Item No: 3.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 4, 2025
Submitted by: Jeannette Ortega
From: Administrative Services

Subject:
STUDY SESSION: PRESENTATION FROM THE ORANGE COUNTY POWER AUTHORITY TO EXPLORE POTENTIAL MEMBERSHIP

Financial Impact:
Fiscal Impact:
There is no fiscal impact to the City related to this agenda item.

Summary:
The Community Choice Aggregation ("CCA") program has been available in California since 2002, following the passage of Assembly Bill 117. This program provides an alternative to the traditional Investor-Owned Utility ("IOU") model by enabling local governments to manage their energy procurement. Through CCA, participating agencies can purchase electricity, set generation rates, and reinvest revenue locally. There are 25 operational CCAs in California, including the Orange County Power Authority ("OCPA"), collectively serving over 14 million customers across more than 200 cities and counties.

OCPA is a not-for-profit, Joint Powers Authority with the mission to provide renewable energy options at competitive, affordable rates and equitably reinvest to support sustainable communities. Joining OCPA provides cities with a unique opportunity to take control of their energy choices while delivering substantial benefits to the community. OCPA gives customers the flexibility to choose an energy plan based on how much renewable energy they'd like to have sourced for them. It reinvests funds locally to drive economic growth, support initiatives that reduce energy costs, shift consumption patterns, and improve reliability. By becoming a part of OCPA, the City can actively contribute to building a cleaner, more affordable energy future while supporting local control and advocacy at the state level.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Receive the presentation from the OCPA; and
2. Ask any questions of staff at the OCPA; and
3. Authorize the City Administrator and/or her designee to take the next step in the process of exploring potential membership in OCPA by requesting that Southern California Edison release the City's historical electric load data to OCPA for the purpose of conducting a feasibility study; and
4. Authorize the City Administrator and/or her designee to execute all necessary

documents for the City and OCPA to obtain the City's historical electric load data.

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

Discussion:
The City has requested learning more about the Orange County Power Authority (OCPA) and the potential benefits of offering residents and businesses a choice in electric service providers. During this study session, OCPA will provide a comprehensive overview of its mission, goals, and role as a nonprofit agency established by local cities to serve their communities.

As a not-for-profit organization, OCPA is committed to its customers and advocates for the communities it serves. It reinvests revenues locally through customer-focused programs designed to help residents and businesses reduce or shift their electricity use, leading to lower utility bills. In addition, OCPA actively promotes energy affordability across all levels of government, with a focus on reducing electricity delivery charges, which account for approximately two-thirds of the average customer's bill.

OCPA's presentation will highlight its value proposition: providing customers with more energy choices, including higher renewable content, at competitive and affordable rates. The organization also partners with local nonprofits and maintains strong community engagement to ensure its programs reflect local needs and priorities.

Lastly, OCPA will outline the steps the City would take if it chooses to further explore or join the agency. There is no cost to the City for either exploring potential membership or formally joining OCPA.

Fiscal Impact Summary:
There is no fiscal impact to the City related to this agenda item.

Attachments
OCPA Presentation

ORANGE COUNTY
POWER AUTHORITY
YOUR CLEAN ENERGY CHOICE

November 4, 2025
OCPA Introduction for the City of Placentia

What is Community Choice Aggregation (CCA)?

- Assembly Bill 117 passed in 2002 to establish Community Choice Aggregation (CCA), introducing competition and choice into the energy market.

- AB 117 allows communities to join together and provide residents and businesses the opportunity to choose their electric provider and how much renewable energy they want to procure to put onto the grid.

A growing movement in California:
14 million people in 200 communities
are currently benefiting from CCAs

CCAs are 26% of the state's energy load and growing!

ORANGE COUNTY POWER AUTHORITY

How it Works

ENERGY SOURCED (CCA) → **ENERGY DELIVERED** (Utility Company) → **ENERGY USED** (Customer)

THE POWER IS IN YOUR HANDS

Benefits of Community Energy

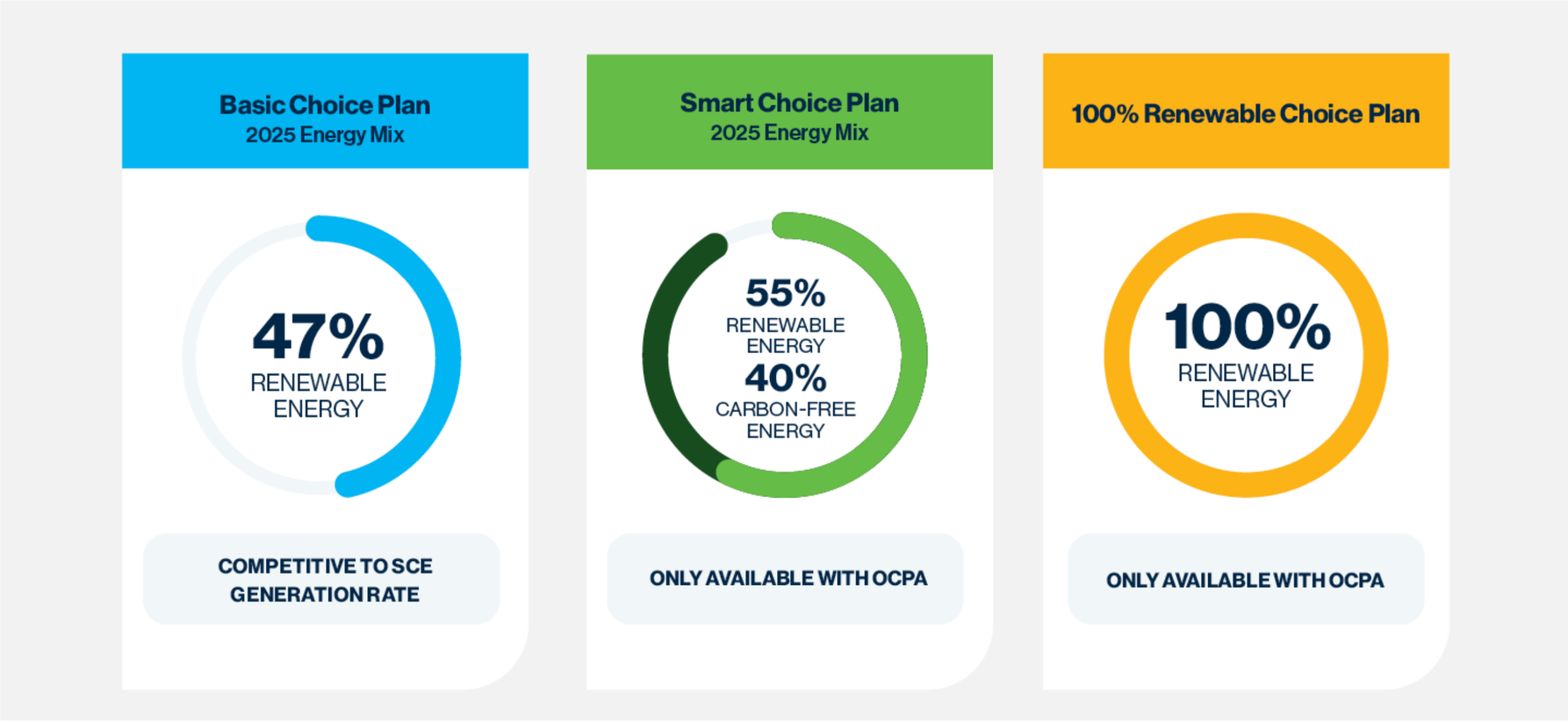
- Bring choice and competition to the energy market
- Local control
- Local reinvestment
- Local job creation
- Put more renewable energy onto the grid at a faster rate
- Supporting climate action and adaptation goals

Orange County Power Authority

- Not-for-profit supporting over 177,000 customers today
- 23 staff with over 100 years of collective experience
- Investing **$1.5M** in energy programs this fiscal year
- Community grants have awarded over **$300,000** to nonprofit organizations
- Invested over **$300,000** in partnering with local nonprofit organizations
- Decreased carbon emissions by over **2 Billion lbs.**

Clean Energy Options

OCPA's **2025** rate design offers a three renewable energy plans to meet customers' specific environmental and financial goals



Affordability Advocacy

- OCPA advocates for affordability measures on behalf of customers in the California and Federal Legislatures, and at regulatory agencies like the California Public Utilities Commission (CPUC).

- OCPA has advocated for various measures that would benefit customers including:
  - Public financing of transmission infrastructure to remove this cost from customer bills
  - Preserving federal energy tax incentives
  - Continued funding of grant initiatives that support measures to reduce greenhouse gas emissions

Reinvesting in the Community

As a not-for-profit, OCPA's focus is customers, not shareholders

- OCPA customers are eligible for programs and rebates that help save energy, cut costs, and transition to cleaner energy options.
- OCPA honors all low-income programs including CARE, FERA, and Medical Baseline.
- Current budget is $1.2M and will gradually increase to $2.2M by FY 2031.
- Projections will be refined as the Board following development of five-year roadmap.
- Other established CCAs have allocated between 1.1% and 2.3% of their total projected revenues to energy programs.

The Latest Orange County Power Authority Programs Providing Value to Customers

OCPA Charge@home rebate program

Offers a $1,000 rebate for a residential Level 2 hard-wired EV charger purchased through the OCPA Marketplace - where chargers range from $500-$700, **making it no cost to customers.**

Solar Battery rebate program

A $1,000 rebate for rooftop solar installations that include a battery storage system or standalone battery storage.

Other Money and Energy-Saving Programs

OCPA Marketplace

An online tool for discounts on smart home devices and energy-efficient products. **Energy Efficiency Kits** are available for free or reduced cost while supplies last.

Solar/Net Energy Metering (NEM)

For customers with rooftop solar, OCPA's Net Surplus Compensation (NSC) rate is 10% higher than Southern California Edison's prevailing NSC rate.

OhmConnect

OCPA customers can sign up to receive cash and gift cards for reducing their energy use during peak periods.

Incentive Finder

A one-stop shop to see qualifying state, federal, and local rebates.

Community Programs

In Development – Longterm Roadmap of Programs (Community Power Plan)

- Gathering input to ensure future programs address specific community needs
- Programs from other California CCAs include:

Electrification of new construction affordable housing	Low-interest loans for solar
Multifamily building energy audits and in-unit electric panel upgrades	Multifamily housing EV charging installation with technical support
Electrify Your Home Program • Heat pump HVAC systems • Heat pump water heaters • Induction cooktops & ranges • Portable heat pump space conditioners	Low interest loans for solar
Demand response incentive program for businesses	Technical assistance for building decarbonization

Net Energy Metering (Solar Customers)

Maintaining OCPA's Favorable Net Energy Metering (NEM) Program

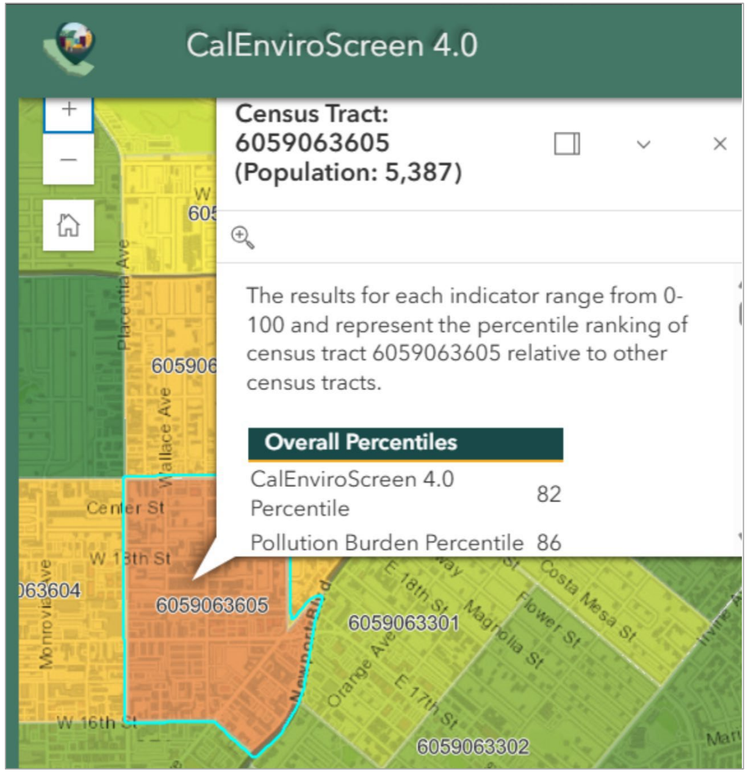
As part of its mission to encourage **local renewable** energy development, including rooftop solar, OCPA continues to extend the benefits of the **NEM 2.0 program** to both current and new customers. This approach sets OCPA apart from SCE, which has transitioned to NEM 3.0 (also known as the Net Billing Tariff or NBT and Solar Billing Plan or SBP).

Key Benefits of OCPA's NEM Program:

- **Higher Compensation for Export Energy**: OCPA offers **full retail rates** for all excess solar generation up to a customer's annual energy usage amount. This helps customers reduce their energy bills and encourages the adoption of solar PV systems. In contrast, under NEM 3.0, excess energy exported to the grid is compensated at a significantly lower avoided cost rate, making OCPA's program more financially attractive.
- **Faster Payback Period**: OCPA's NEM program provides **shorter payback periods** for solar installations due to the full retail credit for exported energy. While NEM 3.0 incentivizes pairing solar PV and storage systems to reduce payback times, the high upfront costs of storage systems can make this option less accessible, especially for low-income customers.
- **Competitive Net Surplus Compensation**: For customers with surplus solar energy – generation that exceeds their annual energy usage – OCPA offers **Net Surplus Compensation (NSC) rates that are 10% higher** than SCE's NSC rate, providing additional financial benefits to customers producing excess solar energy.
- **Standardized Yearly True-Up in April**: Under OCPA's NEM program, all customers have their true-up in April, allowing customers to **build up excess generation credits in the summer to be used in the winter.**

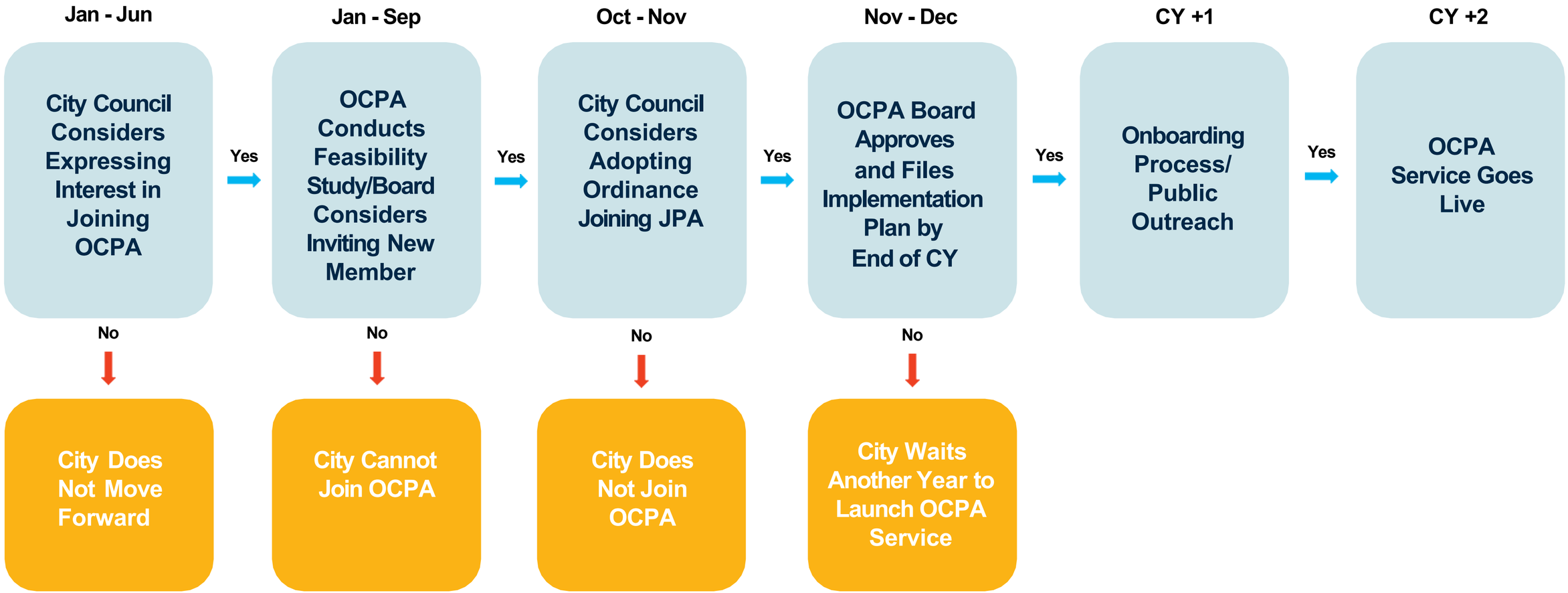
OCPA Clean Energy Access Program

- In August 2025, OCPA submitted an application to the California Public Utilities Commission (CPUC) to administer a green tariff program for disadvantaged communities.
- Designated the Clean Energy Access Program, it is designed to help eligible low-income residential customers in disadvantaged communities who cannot afford, or are unable, to install rooftop solar systems.
- Participants will receive 100% solar energy and an additional 20% bill discount. When combined with existing low-income discounts, qualified customers could save more than 50% - or about half - of their monthly electric bill.
- Once enrolled, customers will enjoy these benefits for up to 20 years – providing long-term financial relief and reliable access to clean energy.
- Pending CPUC approval, OCPA anticipates program launch in Q3 2026, with plans to expand capacity to serve more customers when Costa Mesa joins OCPA in 2027.
- The program will additionally enable OCPA to source a local solar project, increasing the economic and environmental benefits for the community.
- Looking ahead, OCPA plans to broaden clean energy opportunities by developing new solar projects – potentially paired with energy storage – to ensure lasting benefits for low-income and disadvantaged communities.



ORANGE COUNTY POWER AUTHORITY

Process of Becoming a Member City



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POWER AUTHORITY
YOUR CLEAN ENERGY CHOICE

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CEO

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Agenda Item No: 3.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: November 4, 2025

Submitted by: Jeannette Ortega

From: City Administrator

Subject:
REVIEW THE COMPOSITION AND SELECTION PROCESS FOR THE PUBLIC MEMBERS OF THE PLACENTIA ENHANCED INFRASTRUCTURE FINANCING DISTRICT PUBLIC FINANCING AUTHORITY

Financial Impact:
Fiscal Impact:
There is no fiscal impact associated with this item.

Summary:
On February 19, 2019, the City Council adopted Resolution No. R-2019-05, a Resolution of Intention to establish the Placentia Enhanced Infrastructure Financing District ("EIFD") in collaboration with the County of Orange and to begin the process for its formation within the City's boundaries.

Following this, on April 23, 2019, the Orange County Board of Supervisors approved a resolution to participate in the Placentia EIFD and its governing body, the Public Financing Authority (PFA). Subsequently, on May 21, 2019, the City Council adopted Resolution No. R-2019-23, formally establishing the PFA's membership structure.

In accordance with EIFD law, the PFA functions as the governing board for the Placentia EIFD. With the County's involvement, the PFA consists of two City Council Members, one County Supervisor, and two public members, all of whom must comply with EIFD law and Government Code Section 54974.

EIFD Law does not specify criteria, term limits or selection process for the public members appointments to the Placentia EIFD Public Financing Authority. Under Section 53398.51.1, the Public Financing Authority's membership shall consist of a minimum of two members of the public chosen by the legislative bodies of the participating entities. Tonight's agenda item seeks City Council's review of the composition and selection process for the public members serving on the Placentia EIFD Public Financing Authority.

Recommendation:
Recommended Action: It is recommended that City Council:

1. Review the composition of the public members to the Placentia EIFD Public Financing Authority; and

2. Review the selection process for the public member appointments; and
3. Provide direction to City Staff; and
4. Authorize the City Administrator, or her designee, to execute all necessary documents in a form approved by the City Attorney.

Strategic Plan Statement:
This item is consistent with the City Council approved Five Year Strategic Plan Goal 3: Promote Community and Economic Development, specifically, Objective 3.4: Complete Bond Financing Structure for Old Town EIFD.

Discussion:
The primary purpose of the Placentia EIFD is to revitalize the public infrastructure in the City's historic Old Town. This effort is intended to expand retail and housing opportunities and improve both local and regional transportation options.

The PFA, established under state law, serves as the governing board of the Placentia EIFD. The PFA is responsible for conducting public hearings on the Infrastructure Financing Plan ("IFP"), reviewing tax increment revenue projections, setting infrastructure funding priorities, and authorizing the issuance of bonds. The Placentia City Council will also review the IFP and approve the bond structure and financing.

On May 21, 2019, the City Council adopted Resolution No. R-2019-23, which outlined the composition of the PFA. The PFA consists of two City Council members, two public members appointed by the Council, and one member of the County Board of Supervisors.

Public members serve four-year terms and must meet at least one of the following eligibility criteria:
1. Own property within the Placentia EIFD;
2. Be a resident of the Placentia EIFD; or
3. Own or operate a business, private or non-profit, that owns or leases property in Placentia.

EIFD Law does not specify criteria term limits or selection process for the public members. Under Section 53398.51.1, the Public Financing Authority's membership shall consist of a minimum of two members of the public chosen by the legislative bodies of the participating entities.

On April 23, 2019, the County Board of Supervisors adopted Resolution No. 19-032, which indicates under Section 3, "The Fourth District member of the Board of Supervisors, or the member's designee, shall be a member of the PFA, whose membership will also include the Mayor of the City of Placentia, a member of the City Council appointed by the City Council, and two members of the public appointed by the Placentia City Council."

Tonight's agenda item seeks City Council's review of the current composition and selection process for the public members serving on the Placentia EIFD Public Financing Authority.

Fiscal Impact Summary:
There is no fiscal impact associated with this item.