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
December 2, 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
December 2, 2025
6:30 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)

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

PLACENTIA CITY COUNCIL REGULAR MEETING AGENDA
December 2, 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 Ken Milhander

PLEDGE OF ALLEGIANCE: Director of Human Resources Alice Burnett

PRESENTATIONS:

A. Presentation of the 2025 A Very Tamale Holiday Event and Sponsors
Presenter: Director of Community Services Lydie Gutfeld

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

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

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

1.b **APPROVAL OF MINUTES**

Recommended Action: It is recommended that the City Council:

Approve minutes of the Regular meetings of the City Council/Successor Agency/ICDA/PPFA held October 1, 2024; November 19, 2024; December 3, 2024; December 17, 2024; January 14, 2025; February 4, 2025; and February 18, 2025.

1.c REGISTERS FOR DECEMBER 2, 2025

Check Register
Fiscal Impact: $709,241.89
Electronic Disbursement Register
Fiscal Impact: $1,299,899.18

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

1.d ACCEPTANCE OF TWO RESIGNATIONS FROM THE STREETSCAPE AND TRANSPORTATION ADVISORY COMMISSION AND SOLICIT APPLICATIONS FOR VACANCIES

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

Recommended Action: It is recommended that the City Council:

1. Accept the resignation of Arinder Chadha from the Streetscape and Transportation Advisory Commission effective November 10, 2025; and
2. Accept the resignation of Meredith Castillo from the Streetscape and Transportation Advisory Commission effective November 18, 2025; and
3. Direct Staff to update the City's master Commission/Committee vacancy list to include two vacancies on the Streetscape and Transportation Advisory Commission and solicit applications.

1.e FISCAL YEAR 2024-25 DEVELOPMENT IMPACT FEE REPORT (AB 1600)

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

Recommended Action: It is recommended that the City Council:
Receive and file the Fiscal Year 2024-25 Development Impact Fee Report (AB 1600).

1.f RESOLUTION TO AMEND THE ESTABLISHMENT OF THE PLACENTIA ENHANCED INFRASTRUCTURE FINANCING DISTRICT ("EIFD") PUBLIC FINANCING AUTHORITY ("PFA") MEMBERSHIP AND SELECTION PROCESS

Fiscal Impact:
None.

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2025-70, A Resolution of the City Council of the City of Placentia, California amending Resolution R-2019-23, modifying the membership requirements of the Placentia Enhanced Infrastructure Financing District Public Financing Authority; and

2. Authorize the City Administrator, or her designee, to execute all documents necessary, in a form approved by the City Attorney.

1.g **RESOLUTION RELATING TO A FRANCHISE WITH CRIMSON CALIFORNIA PIPELINE, L.P. FOR THE OPERATION AND MAINTENANCE OF 846 LINEAR FEET OF PIPELINE IN THE CITY**

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-2025-72, a Resolution of the City Council of the City of Placentia, California, declaring its intention to grant a pipeline franchise to Crimson California pipeline L.P., a California limited partnership and setting the time when protests may be heard by the legislative body to the proposed franchise and directing the City Clerk to give notice thereof.

1.h **RESOLUTION APPROVING AMENDMENT NO. 4 TO THE DESIGN-BUILD-OPERATE-MAINTAIN AGREEMENT FOR FREEWAY-ORIENTED CITY ENTRY/DISPLAY SIGN AND ADOPTION OF A CLASS 32 CATEGORICAL EXEMPTION PURSUANT TO SECTION 15332 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

Fiscal Impact:
The proposed sign is expected to generate a minimum of $150,000 annually for each "Changeable Message Digital Display" panel installed, totaling $300,000 per year in General Fund revenue for the City ("Base Compensation"). Additional revenue may be provided to the City if the Base Compensation exceeds twenty-five percent (25%) of the advertising company's total annual net revenue from the site.

Recommended Action: It is recommended that the City Council:
1. Adopt Resolution No. R-2025-73, A Resolution of the City Council of the City of Placentia, California adopting a Class 32 Categorial Exemption pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 - In-Fill Development Projects) and the City of Placentia CEQA Guidelines and approving Amendment No. 4 to the Design, Build Operate and Maintain Agreement between the City of Placentia and Lamar Central Outdoor, LLC for the construction and operation of one (1) Freeway-Oriented Entry Sign; and
2. Authorize the City Administrator, or her designee, to execute all necessary documents, in a form approved by the City Attorney.

1.i **PLACENTIA PUBLIC SAFETY BUILDING - PURCHASE OF MOTOROLA PORTABLE RADIO EQUIPMENT FOR BACKUP COMMUNICATIONS**

Fiscal Impact:

Expense:	$ 59,631.25	Total Purchase Price of Equipment
Budget:	$750,000.00	DOJ COPS Grant Funding (105213-6840)

Recommended Action: It is recommended that the City Council:

1. Approve the purchase of Motorola portable radios, and associated accessories from Motorola Solutions, Inc., via BearCom (Motorola Manufacturer's Representative); and
2. Authorize the City Administrator, and/or her designee, to execute all necessary documents, subject to City Attorney approval.

1.j **LEASE AGREEMENT AMENDMENT WITH LOS ANGELES SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS FOR AN EXISTING WIRELESS FACILITY AT 700 TRUMPET AVENUE (APN: 336-564-01) AKA WAGNER PARK FISCAL IMPACT: REVENUE: $75,000 ONE-TIME RENT PREPAYMENT; $2,300/MONTH BEGINNING JANUARY 1, 2028, WITH A 10% RENT INCREASE EVERY FIVE YEARS STARTING JULY 1, 2030**

Fiscal Impact:
Revenue:
$75,000.00 One-Time Rent Prepayment
$ 2,300.00 Monthly Rent (Starting 1/1/2028)
$ 2,530.00 Monthly Rent (7/1/2030)
$ 2,783.00 Monthly Rent (7/1/2035)
$ 3,061.30 Monthly Rent (7/1/2040)

Recommended Action: It is recommended that the City Council:
1. Approve an amendment to the existing lease agreement with Los Angeles SMSA Limited Partnership dba Verizon Wireless to operate a wireless communication facility at Wagner Park, in a form approved by the City Attorney, which provides for a one-time $75,000 rent prepayment covering January 1, 2026 through December 31, 2027, establishes updated rent terms beginning January 1, 2028, and maintains four (4) additional five-year renewal options; and
2. Authorize the City Administrator to execute the amendment and applicable documents, in a form approved by the City Attorney.

1.k **AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH DTA PUBLIC FINANCE, INC. TO COMPLETE A DEVELOPMENT IMPACT FEE NEXUS STUDY UPDATE AND TO CREATE A PUBLIC SAFETY COMMUNITY FACILITIES DISTRICT**

Fiscal Impact:

Total cost of previously approved agreement:	$127,000
Staff recommended contingency for Amendment No. 1:	$+20,000
Total cost of proposed agreement + Amendment No. 1:	$147,000
General Plan Update Fee funds (208-749504-9900 Project: 7449504):	$147,000

Recommended Action: It is recommended that the City Council:
1. Approve Amendment No. 1 to the Professional Services Agreement with DTA Public Finance, Inc. to facilitate an update of both Citywide Development Impact Fees, Transit-Oriented Development Impact Fees and to create a successor Public Safety Community Facilities District (CFD) for the City of Placentia for an amount not to exceed $147,000; and
2. Authorize the City Administrator to execute the necessary documents, in a form

approved by the City Attorney.

1.l **AWARD OF CONSTRUCTION CONTRACT TO EASTRIDGE ENGINEERING AND CONSTRUCTION, INC. FOR THE FUEL TANK REMOVAL AND REPLACEMENT PROJECT, CITY PROJECT NO. 26-501**

Fiscal Impact:
Expense:

$966,405.00	Total Construction Costs
$878,550.00	Construction Contract Amount
$ 87,855.00	Construction Contingency Amount

Available Budget:

$1,100,000.00	Total Project Budget	Project# 26-501
$1,100,000.00	Fiscal Year 2025-26 CIP (102-90300-9600)	Measure U

Recommended Action: It is recommended that the City Council:

1. Approve a Public Works Agreement with Eastridge Engineering and Construction, Inc. for the Fuel Tank Removal and Replacement Project in the amount of $878,550.00; and
2. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or $87,855.00, for a total construction contract not-to-exceed amount of $966,405.00; and
3. Authorize the City Administrator, and/or her designee, to execute all necessary documents, in a form approved by the City Attorney.

1.m **APPROVAL OF PUBLIC WORKS AGREEMENT FOR KOCH PARK PICNIC SHELTER REPLACEMENT PROJECT, CITY PROJECT NO. 7213**

Fiscal Impact:

EXPENSE:	$182,866.82 (302-90300-9400) Quimby
CONTRACT AMOUNT:	$166,242.56
CONTINGENCY AMOUNT:	$ 16,624.26

Recommended Action: It is recommended that the City Council:

1. Approve a Public Works Agreement with Great Western Installations, Inc. in the amount of $166,242.56; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or $16,624.26; and
3. 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 **CONSIDERATION OF RESOLUTION NO. R-2025-71, APPROVING DEVELOPMENT PLAN REVIEW NO. DPR 2025-01 AND USE PERMIT NO. UP 2025-02; CONSIDERATION OF RESOLUTION NO. R-2025-74, APPROVING A PURCHASE AND SALE AGREEMENT FOR A PORTION OF CITY PROPERTY; AND, CONSIDERATION OF ORDINANCE NO. O-2025-12, APPROVING DISPOSITION AND DEVELOPMENT AGREEMENT NO. DDA 2025-01 FOR THE**

DEVELOPMENT OF A FOUR-STORY, 86-ROOM HOTEL AT 450 S. PLACENTIA AVENUE.

Fiscal Impact:
Revenue: $179,519.14 Development Impact Fees
$127,444.00 Property Sale
$378,304.97 Annual Estimated Transit Occupancy Tax

Recommended Action: It is recommended that the City Council:

1. Open Public Hearing, concerning Development Plan Review No. DPR 2025-01, Use Permit No. UP 2025-02, and Disposition and Development Agreement No. DDA 2025-01; and,
2. Receive the Staff Report, consider all public testimony, ask any questions of Staff; and,
3. Close the Public Hearing; and,
4. Adopt Resolution No. R-2025-71, a Resolution of the City Council of the City of Placentia, California, adopting a Notice of Exemption by making the findings that the project is Categorically Exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – Infill Development Projects) and the City of Placentia Environmental Guidelines, and approval of Development Plan Review No. DPR 2025-01 and Use Permit No. UP 2025-02 to permit the development of an approximately 42,631-square-foot, four-story, 86-room hotel building with an overall height of approximately 63 feet, including a 24,210-square-foot subterranean and grade level parking garage with 82 spaces, enhanced landscaping and hardscape improvements; to allow the establishment and operation of a hotel including the onsite sale and consumption of alcoholic beverages exclusively for registered hotel guests within the C-2 (H-65) Zoning District located at 450 S. Placentia Avenue (APN 339-442-04); and,
5. Adopt Resolution No. R-2025-74, a Resolution of the City Council of the City of Placentia, California, approving a Purchase and Sale Agreement for a portion of City property located at the end of the cul-de-sac fronting 450 S. Placentia Avenue and finding the action to be Categorically Exempt under State California Environmental Quality Act (CEQA) Guidelines Section 15332 Infill Development; and,
6. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2025-12, an Ordinance of the City Council of the City of Placentia, California, approving Disposition and Development Agreement No. DDA 2025-01 with CY Hospitality, LLC, to provide relief from certain development standards related to the development of a four-story, 86-room hotel within the C-2 (H-65) Zoning District located at 450 S. Placentia Avenue, Placentia, California (APN 339-442-04).

3. REGULAR AGENDA:

3.a APPROVE A ONE-YEAR OVERNIGHT PAY-TO-PARK PILOT PROGRAM AT THE CROWTHER PUBLIC PARKING LOT

Fiscal Impact:
The fiscal impact is estimated to be under $3,000 which consists of Public Works

Maintenance staff time to purchase and install the sign posts and channels, install the signs provided by ParkMobile, and stencil the required parking spaces as paid overnight parking.

Recommended Action: It is recommended that the City Council:

1. Receive the staff report and consider City Council input; and
2. Approve a one-year pilot program to designate either 26 or 50 parking spaces at the Crowther Public Parking Lot for paid overnight parking with user fees to be set at either $5 or $10 per night; and
3. Approve designating Cameron Street as no overnight parking or maintain existing condition of overnight parking on Cameron Street; and
4. Authorize a one-year agreement with ParkMobile for mobile app parking payment services; and
5. Authorize the City Administrator, and/or her designee, to execute all necessary documents, in a form approved by the City Attorney.

CITY COUNCIL MEMBERS REQUESTS:

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

ADJOURNMENT

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, December 16, 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 December 2, 2025, meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on November 25, 2025.

_____

Brooke Lovell
Deputy City Clerk

Agenda Item No: 1.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 2, 2025
Submitted by: Brooke Lovell
From: Administrative Services

Subject:
APPROVAL OF MINUTES

Recommendation:
Recommended Action: It is recommended that the City Council:
Approve minutes of the Regular meetings of the City Council/Successor Agency/ICDA/PPFA held October 1, 2024; November 19, 2024; December 3, 2024; December 17, 2024; January 14, 2025; February 4, 2025; and February 18, 2025.

Attachments
10.01.24 CC Regular Minutes.pdf
11.19.24 CC Regular Minutes.pdf
12.03.24 CC Regular Minutes.pdf
12.17.24 CC Regular Minutes.pdf
01.14.25 CC Regular Minutes.pdf
02.04.25 CC Regular Minutes.pdf
02.18.25 CC Regular Minutes.pdf

Placentia City Council Study Session and Regular Meeting
Placentia City Council acting as Successor Agency to the Placentia Redevelopment Agency , Placentia Industrial Commercial Development Authority , Placentia Public Financing Authority

MINUTES
October 1, 2024
City Council Chambers - 401 E. Chapman Avenue, Placentia, CA

MINUTES OF THE PLACENTIA CITY COUNCIL STUDY SESSION – 4:30 PM

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 4:30 p.m.

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

ORAL COMMUNICATIONS:
Julie Suchard expressed concerns about the City's travel policies and suggested new policies to prevent misuse.

REGULAR AGENDA: STUDY SESSION

1. **UPDATE TO POLICY NO. 344 GOVERNING TRAVEL AND MEETING ALLOWANCES AND POLICY NO. 445 PROCUREMENT (CREDIT) CARD USE**

   Fiscal Impact: None

   Recommended Action: It is recommended that the City Council:

   1. Review and discuss the proposed updates to Policy No. 344 governing Travel and Meeting Allowances for city staff and elected officials; and
   2. Direct staff to incorporate changes discussed and bring back updated Policy No. 344 for approval; and
   3. Review and discuss proposed updates to Policy No. 445 Procurement (Credit) Card Use; and
   4. Authorize City Administrator to approve changes as discussed under his authority.

   Director of Finance Jennifer Lampman provided a brief presentation on the item.

   City Council directed Staff to incorporate the requested changes into Policy No. 344 and return the revised policy for City Council approval at a future meeting. The City Administrator was authorized to update and approve the revised Procurement (Credit) Card Policy (Policy No. 445) under his administrative authority.

RECESS: The City Council and Boards of Directors recessed to their 5:30 p.m. Closed Session.

MINUTES OF THE PLACENTIA CITY COUNCIL CLOSED SESSION MEETING – 5:30 PM

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

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

ORAL COMMUNICATIONS:
City Clerk McKinnell stated the City Clerk's Office received no public comment for Closed Session.

CLOSED SESSION PROCEEDINGS:
City Clerk McKinnell announced the Closed Session items.

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. Pursuant to Government Code Section 54956.9(d)(2)
   CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   (1 case)

2. Pursuant to Government Code Section 54957(b)
   PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

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

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

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 7:00 p.m.

ROLL CALL:

PRESENT:	Councilmember/Board Member Shader, Smith, Wanke, Kirwin, Yamaguchi
ABSENT:	None

STAFF PRESENT:
City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Finance Jennifer Lampman; Director of Development Services Joe Lambert; Director of Public Works Chris Tanio, Deputy Director of Administrative Services Jeannette Ortega; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Emergency & Health Services Manager Patrick Powers; Deputy Director of Public Works Gabriel Gabany-Guerro; Deputy City Clerk Carole M. Wayman

INVOCATION: Chaplain Charles Frost

PLEDGE OF ALLEGIANCE: Mayor Yamaguchi

PRESENTATIONS:

A. Proclamation of October 6-12, 2024, as Fire Prevention Week
Presenters: Mayor Yamaguchi and City Council
Recipient: Fire Marshal Amanda Horner
Mayor Yamaguchi presented a proclamation to the recipient, proclaiming October 6-12, 2024, as Fire Prevention Week in the City.

B. Pony Baseball World Series Champion Teams - Presentation of Medals and Certificates
Presenters: Mayor Yamaguchi and City Council
Recipients: Pony Baseball World Series Champion Team Members and Coaches
Mayor Yamaguchi recognized the Pony Baseball Team for their outstanding season and for winning the World Series title. Individual players and coaches were called forward and honored for their achievements.

CLOSED SESSION REPORT:
City Attorney/Authority Counsel Bettenhausen reported a discussion was held on the Closed Session items. There was no reportable action.

CITY ADMINISTRATOR REPORT: None

ORAL COMMUNICATIONS:
Rich Liem expressed concern over road construction delays, the lack of paving and maintenance of streets in the North Palm Village area and requested the City Council to repair the streets.

JoAnn Sowards expressed concern on the street conditions in the North Palm Village area and requested the City Council take action to repair the streets.

Craig Green expressed concerns of recent candidate Carson Teal's comments about City finances and public safety, highlighting the City's fiscal improvements and proper management.

John Loguidice expressed concern about the road conditions, the lack of paving and maintenance of streets in the north palm village area and requested the City Council to repair the streets.

Julie Suchard expressed concerns on matters related to City Administrator Damien Arrula's compensation package and requested access to the investigation report.

CITY COUNCIL MEMBER COMMENTS
Councilmember Shader reported attending a mobility conference on the Metrolink Station in Old Town Placentia, a Metrolink workgroup, a conference call with Rebuild SoCal, and a Sewer, Refuse Recycling Committee meeting. She announced the Old Town Live Autumn Series Concert on October 3, 2024, from 6:00 p.m. – 8:00 p.m. at the 100 block of Santa Fe and Old Town Placentia and encouraged all to attend.

Councilmember Smith reported attending the Southern California Association of Governments (SCAG) meeting, the Orange County Council of Governments (OCCOG) meeting, the Hispanic Heritage Month Prayer Breakfast at Vanguard University, and Mayor Yamaguchi's State of the City. He announced the 2024 Fire and Life Safety Department Open House on October 5, 2024, from 10:00 a.m. – 1:00 p.m. stated for more information, email fire@placentia.org.

Mayor Pro Tem Kirwin announced the City is accepting applications for Commissions and Committees and encouraged those who are interested to visit the City's website for more information.

Mayor Yamaguchi reported attending a ride along with the Placentia Firefighters at Station 2 and enjoyed a demonstration of the jaws of life. He thanked everyone who attended the State of the City event and announced the Heritage Day Parade and Car Show event will be on Saturday, October 19, 2024, at Tri City Park.

1. CONSENT CALENDAR (1.a through 1.f):
City Attorney/City Counsel Bettenhausen noted a correction to Item 1.f. Mayor Yamaguchi pulled Item 1.e, for a no vote. Motion by Yamaguchi, seconded by Shader, and carried a 4-0-1 vote, to approve the balance of the Consent Calendar with the correction to Item 1.f, as noted by City Attorney Bettenhausen, as recommended, Wanke absent.

1.a CONSIDERATION TO WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS
Recommended Action: It is recommended that the City Council:
Approve.
(Approved 4-0-1, as recommended, Wanke absent)

1.b MINUTES CITY COUNCIL/SUCCESSOR/ICDA/PPFA REGULAR MEETINGS OF MAY 21, 2024, AND JUNE 4, 2024
Recommended Action: It is recommended that the City Council:
Approve.
(Approved 4-0-1, as recommended, Wanke absent)

1.c CITY FISCAL YEAR 2023-24 REGISTERS FOR OCTOBER 1, 2024

Electronic Disbursement Register

Fiscal Impact: $ 43,224.38

CITY FISCAL YEAR 2024-25 REGISTERS FOR OCTOBER 1, 2024

Check Register

Fiscal Impact: $1,927,454.74

Electronic Disbursement Register

Fiscal Impact: $945,851.57

Recommended Action: It is recommended that the City Council:

Receive and file.

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

1.d A RESOLUTION AUTHORIZING PERSONS HOLDING CERTAIN DESIGNATED POSITIONS TO EXECUTE URBAN AREA SECURITY INITIATIVE GRANT DOCUMENTS FOR AND ON BEHALF OF THE CITY OF PLACENTIA

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Review and adopt Resolution No. R-2024-65, a Resolution of the City Council of the City of Placentia, California, authorizing persons holding certain designated positions to execute Urban Area Security Initiative (UASI) Grant documents for and on behalf of the City of Placentia; and
2. Authorize the City Administrator and designated persons within the Placentia Police Department to oversee and administer the projects associated with the Anaheim/Santa Ana UASI training and funding on behalf of the City.

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

1.e AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT WITH TOTUM CORPORATION FOR CONSTRUCTION INSPECTION SERVICES ON CITYWIDE FIBER OPTIC DEPLOYMENT PROJECT

Fiscal Impact:

Expense: $73,000 Amendment No. 5 for Additional Inspection Services for Citywide Fiber Optic Deployment

Budget: $73,000 FY 24-25 Operating Budget (103551-6099)

Recommended Action: It is recommended that the City Council:

1. Approve Amendment No. 5 to a Professional Services Agreement with Totum Corporation to provide construction inspection services for the Citywide Fiber Optic Deployment Project for a new not-to-exceed amount of $673,000; and
2. Authorize the City Administrator to approve contract amendments up to 10% of the cumulative contract not-to-exceed amount, or $67,300; and
3. Authorize the City Administrator to approve the agreement in a form approved by the City Attorney.

(Failed 2-2-1, Kirwin and Yamaguchi voted no, Wanke absent)

Mayor Yamaguchi pulled Item 1.e, for a no vote.

Motion by Shader, seconded by Smith, motion failed, Kirwin and Yamaguchi voted no, Wanke absent.

1.f A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING PURCHASING POLICY LANGUAGE IN COMPLIANCE WITH HEALTH AND SAFETY CODE 1797.231

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Direct Staff to develop and issue an RFP to identify a potential private BLS (Basic Life Support) ambulance partner for ambulance transportation serving the Orange County Exclusive Ambulance Operating Area – A (EOA-A) that is comprised of the cities of Placentia and Yorba Linda and certain county unincorporated areas (Attachment 1) managed by the County of Orange; and
2. Using the results from the RFP, direct Staff to design a non-binding public/private partnership to present to the City Council for further consideration at a subsequent meeting, and for potential direction to submit a proposal to the Orange County RFP for the provision of 9-1-1 Basic Life Support emergency ambulance response; and
3. Adopt Resolution No. R-2024-67 establishing a written policy in compliance with Health and Safety code 1797.231.

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

City Attorney/City Counsel Bettenhausen noted a minor correction to the resolution being adopted. Specifically, in the fifth "Whereas" clause and the third line of the "Now, Therefore" clause, the code reference should be revised from ".230" to ".231, subsection B.", all other content in the resolution would remain unchanged.

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

3.a APPROVAL OF THE DESIGN CONCEPT PLAN FOR THE JAYCEE PARKETTE RENOVATION CIP AND PROP 68 PROJECT NO. 7313

Fiscal Impact:

The total grant award for the project at Jaycee Parkette is $610,000. The grant funds are reimbursed by the California Department of Parks and Recreation. The City is not required to provide any matching funds for this grant. Funding for the project has been appropriated in the FY 24-25 budget as part of the Capital Improvement Program (CIP). The project will also be carried over into subsequent Fiscal Years until completion of the project. Based on the grant guidelines, the project must be completed by June 30, 2028.

Recommended Action: It is recommended that the City Council:

1. Provide Staff with input to incorporate into the design plan for the renovation of the Jaycee Parkette playground project; and
2. Approve the design concept plan for the Jaycee Parkette playground renovation project.

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

Senior Civil Engineer Gabriel Guerrero-Gabany gave a presentation on the item.

Motion by Yamaguchi, seconded by Kirwin, carried a 4-0-1 vote, to approve Item 3.a, as recommended.

CITY COUNCIL/BOARD MEMBERS REQUESTS: None

ADJOURNMENT

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:30 p.m. to a regular City Council meeting on Tuesday, October 15, 2024, at 5:30 p.m.

_____

Jeremy Yamaguchi, Mayor/Agency Chair

ATTEST:

_____

Robert S. McKinnell, City Clerk/Agency Secretary

Placentia City Council Regular Meeting
Placentia City Council acting as Successor Agency to the Placentia Redevelopment Agency , Placentia Industrial Commercial Development Authority , Placentia Public Financing Authority

MINUTES
November 19, 2024
City Council Chambers - 401 E. Chapman Avenue, Placentia, CA

MINUTES OF THE PLACENTIA CITY COUNCIL CLOSED SESSION MEETING – 5:30 PM

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Kirwin, Yamaguchi
ABSENT: None

ORAL COMMUNICATIONS:
City Clerk McKinnell stated that the City Clerk's Office had received no public comment for the Closed Session.

CLOSED SESSION PROCEEDINGS:
City Clerk McKinnell announced the Closed Session items.

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. Pursuant to Government Code Section 54957
   PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT
   Title: City Administrator

2. Pursuant to Government Code Section 54956.8
   CONFERENCE WITH REAL PROPERTY NEGOTIATOR
   Property: 201 N. Bradford Avenue
   Agency Negotiator: Joseph Lambert, Director Development Services and Andrew Gonzales, Planning Manager
   Negotiating Parties: DISH Wireless, LLC
   Under Negotiations: Price and Terms of Payment

3. Pursuant to Government Code Section 54956.9(d)(2)
   CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   (1 case)

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

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

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 7:00 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Kirwin, Yamaguchi
ABSENT: None

STAFF PRESENT:

City Attorney/Authority Counsel Christian Bettenhausen; Acting City Administrator Rosanna Ramirez; Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Development Services Joe Lambert; Director of Public Works Chris Tanio, Deputy Director of Administrative Services Jeannette Ortega; Director of Human Resources Alice Burnett; Director of Finance Jennifer Lampman, Director of Community Services Lydie Gutfeld, City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

INVOCATION: Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Mayor Yamaguchi

PRESENTATIONS:

A. Proclamation of November as Family Court Awareness Month

Presenter: Mayor Yamaguchi and City Council
Recipient: Jana Laborde, Family Court Awareness Committee
Mayor Yamaguchi presented a proclamation to the recipient, proclaiming November 2024 as Family Court Awareness Month in the City.

B. Placentia Chamber of Commerce Annual Report

Presenters: Kenny Binnings
Mayor Yamaguchi introduced Kenny Binnings who gave a presentation of the Placentia Chamber of Commerce Annual Report.

CLOSED SESSION REPORT:
City Attorney/Authority Counsel Bettenhausen reported a discussion was held on the Closed Session items. There was no reportable action.

CITY ADMINISTRATOR REPORT: None

ORAL COMMUNICATIONS:
Mark Hammel expressed frustration regarding street maintenance and ongoing neglect of road repairs and requested the City Council prioritize street improvements.

Scott King expressed concerns with the City's Planet Bids process and requested that the City Council address street and road conditions before approving new projects.

JoAnn Sowards expressed concerns regarding the use of Measure U funds, traffic safety, and the continued neglect of street repairs, and requested the City Council prioritize road improvements.

Steven Besnehtte suggested the City organize and promote a holiday home decorating contest to foster community spirit, offering detailed recommendations and volunteering to assist with the effort.

City Treasurer Kevin Larson provided an update on his prior recommendation for a forensic audit of former City Administrator Arrula and suggested reallocating those funds toward street repairs. He also recommended refunding participants of the Kraemer Park Legacy Brick program due to project delays.

James Jing expressed concerns regarding property damage and unapproved landscaping alterations in the Birkenstock Estates community. He requested the City Council direct Staff to enforce applicable regulations and correct the violations.

John Beltran expressed concerns about street conditions, safety, and ADA curb improvements in the El Dorado community, and requested the City Council defer other projects in favor of street repairs.

Craig Green expressed interest in being appointed to the Orange County Mosquito and Vector Control District Board of Trustees.

Julie Suchard expressed concerns regarding the management of funds related to former City Administrator Arrula's compensation and requested access to his separation agreement and investigation report.

CITY COUNCIL MEMBER COMMENTS

Councilmember Shader reported attending the Veterans Day Ceremony and City meetings related to the Metrolink station in Old Town Placentia.

Councilmember Smith reported attending the Southern California Association of Governments (SCAG) Transportation Committee meeting, Santa Fe Merchants meeting, Chamber of Commerce meeting, Placentia Community Services meeting, Veterans Day Ceremony, Tip-A-Cop fundraiser, and the Placentia Fire Association's Annual Golf Tournament.

Councilmember Wanke reported attending the Administration Committee meeting for the Orange County Sanitation District and expressed appreciation to the community for participating in the Council meeting.

Mayor Pro Tem Kirwin echoed appreciation for public participation and announced a holiday toy drive hosted by the City of Placentia Community Services Department, Police Department, Fire and Life Safety Department, and Placentia Library, with donations accepted through December 12, 2024.

Mayor Yamaguchi thanked two outgoing members of the Streets and Transportation Committee for their service, reported attending the City Selection Committee meeting and stated Fred Chung would continue as Placentia's representative to Orange County Transportation Authority (OCTA). He emphasized his accessibility to the public and expressed hope for resolving the street-related concerns raised during the meeting.

1. CONSENT CALENDAR (1.a through 1.j):

Motion by Shader, seconded by Kirwin, and carried a 5-0 vote, to approve the Consent Calendar, as recommended.

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

Recommended Action: It is recommended that the City Council:
Approve.
(Approved 5-0, as recommended)

1.b CITY FISCAL YEAR 2024-25 REGISTERS FOR NOVEMBER 19, 2024

Check Register
Fiscal Impact: $ 573,236.60
Electronic Disbursement Register
Fiscal Impact: $ 696,380.96
Recommended Action: It is recommended that the City Council:
Receive and file.
(Approved 5-0, as recommended)

1.c ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR THE CITY HALL ADMINISTRATIVE OFFICE AREA IMPROVEMENT PROJECT, CITY PROJECT NO. 5307

Fiscal Impact:

Expense:	$130,900.00	Original Construction Contract
	$ -1,022.00	Balancing Contract Change Order No. 1
	$129,878.00	Total Construction Cost
Budgeted:	$181,232.06	FY 2023-24 & FY 2024-25 CIP Budget

Recommended Action: It is recommended that the City Council:

1. Accept the work performed by RS Construction & Development, Inc. for construction of the City Hall Administrative Office Area Improvement Project, City Project No. 5307 for a total amount of $129,878.00; and
2. Authorize the Acting City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
3. Authorize the Acting City Administrator to release retention funds in accordance with the terms of the contract.

(Approved 5-0, as recommended)

1.d ACCEPTANCE OF TWO RESIGNATIONS FROM THE STREETSCAPE AND TRANSPORTATION ADVISORY COMMISSION AND CONSIDERATION OF THE APPOINTMENT OF A NEW COMMISSIONER

Fiscal Impact: None.

Recommended Action: It is recommended that the City Council:

1. Accept the resignation of Nick Polichetti from the Streetscape and Transportation Advisory Commission effective October 1, 2024; and
2. Accept the resignation of Thomas Ingalls from the Streetscape and Transportation Advisory Commission effective November 4, 2024; and
3. Consider the appointment of alternate member Anthony Marhoefer to the Streetscape and Transportation Advisory Commission effective December 1, 2024; and
4. Direct Staff to update the City's master Commission/Committee vacancy list to include vacancies on the Streetscape and Transportation Advisory Commission and solicit applications.

(Approved 5-0, as recommended)

1.e ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR THE WAYFINDING DIRECTIONAL SIGNAGE PROJECT PHASE 1, CITY PROJECT NO.1403

Fiscal Impact:

Expense:	$ 86,146.49	Original Construction Contract
	$ 15,853.51	Change Order No. 1
	$ 2,170.00	Change Order No. 2 & 3
	$ 104,170.00	Total Construction Cost
Budgeted:	$ 200,000.00	FY 2023-24 & FY 2024-25 CIP Budget

Recommended Action: It is recommended that the City Council:

1. Accept the work performed by Square Signs LLC DBA Front Signs, for construction of the Wayfinding Directional Signage Project (Wayfinding Project Phase I), City Project No. 1403 for a grand total amount of $104,170; and
2. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
3. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

(Approved 5-0, as recommended)

1.f AGREEMENT WITH ST. JUDE HOSPITAL TO ACCEPT A HEALTHY COMMUNITIES INITIATIVE GRANT TO SUPPORT COMMUNITY HEALTH AND WELLNESS

Fiscal Impact:

Expense:	$60,000	St. Jude Grant
Revenue:	$60,000	St. Jude Grant

Recommended Action: It is recommended that the City Council:

1. Approve a Restricted Project Grant Agreement with St. Jude Hospital to accept a $60,000 Healthy Communities Initiative Grant to support community health and wellness; and

2. Approve Resolution No. R-2024-72, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.g MEASURE M (M2) EXPENDITURE REPORT FOR FISCAL YEAR 2023-24

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

Expense:	$ 9,250.00	Acquisition Costs
Available Budget:	$ 21,474.01	Proposed Budget Resolution No. R-2024-80 (331801-6740)

Recommended Action: It is recommended that the City Council:

Adopt Resolution No. R-2024-76, a Resolution of the City Council of the City of Placentia, California, concerning the Fiscal Year 2023-24 Measure M2 (M2) Expenditure Report for the City of Placentia.

(Approved 5-0, as recommended)

1.h APPROVAL OF FINAL TRACT MAP NO. 19183 FOR THE DEVELOPMENT OF AN APPROXIMATE 1.3-ACRE SITE WITH 39 RESIDENTIAL TOWNHOME UNITS LOCATED AT 1952 & 1958 EAST VETERANS WAY WITHIN THE HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT

Fiscal Impact: None.

Recommended Action: It is recommended that the City Council:

1. Approve Final Tract Map No. 19183, subject to final review and approval by the County Surveyor; and
2. Accept the offer of easement dedication for ingress and egress purposes for emergency and public security vehicles; and
3. Authorize the Mayor and City Clerk to execute a Subdivision Improvement Agreement, in a form approved by the City Attorney for public improvements associated with Tract Map 19183; and
4. Authorize the City Clerk to sign Final Tract Map No. 19183.

(Approved 5-0, as recommended)

1.i GRANT OF EASEMENT TO SOUTHERN CALIFORNIA EDISON FOR ELECTRIC UTILITY SYSTEMS LOCATED AT 2210 VALENCIA AVENUE, KOCH PARK

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Approve the Grant of Easement to Southern California Edison for electric utility systems located at 2210 Valencia Avenue, Koch Park; and
2. Authorize the Acting City Administrator to execute the Grant of Easement on behalf of the City in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.j APPROVAL OF PLANS AND SPECIFICATIONS AND AWARD OF CONSTRUCTION CONTRACT TO ALL AMERICAN BUILDING SERVICES FOR THE FY 2024-2025 RESIDENTIAL STREET CURB RAMPS PROJECT, CITY PROJECT NO. 2503

Fiscal Impact:

Expense:	$ 96,800	Total Construction Contract Amount
	$ 88,000	Construction Contract Amount
	$ 8,800	Construction Contingency Amount
Available Budget:	$100,000	Fiscal Year 2024-2025 CIP Budget (602503-6741)

Recommended Action: It is recommended that the City Council:

1. Approve Plans and Specifications prepared by City Staff and approve a Public Works Agreement with All American Building Services for the FY 2024-2025 Residential Street Curb Ramps Project in the amount of $88,000; and
2. Reject all other bids received and authorize return of the bid bonds; and
3. Authorize the Acting City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or $8,800, for a total construction contract not-to-exceed amount of $96,800; and
4. Authorize the Acting City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

3.a APPROVAL OF SPECIFICATIONS AND AWARD OF CONSTRUCTION CONTRACT TO ROY ALLAN SLURRY SEAL, INC. FOR THE FISCAL YEAR 2023-24 RESIDENTIAL STREETS SLURRY SEAL PROJECT

Fiscal Impact:

Expense:

$ 1,896,403.90	Total Construction Costs
$ 1,651,276.27	Construction Contract Amount
$ 165,127.63	Construction Contingency Amount
$ 80,000.00	Construction Inspection Costs

Budgeted:

$1,896,403.90	Total Project Funds
$ 996,239.56	FY24/25 Measure U Funds
$ 460,000.00	FY24/25 McFadden Park Playground Renovation
$ 250,000.00	FY24/25 Funds from Wayfinding Signs – Residential (Resolution R-2024-73)
$ 180,164.34	FY24/25 Funds from Tynes Gym Roof Replacement (Resolution R-2024-73)
$ 10,000.00	City of Anaheim's Project Share (Resolution R-2024-73)

Alternate Recommendation

Expense:

$2,598,321.49	Total Construction Cost
$2,289,383.17	Construction Contract Amount
$ 228,938.32	Construction Contingency Amount
$ 80,000.00	Construction Inspection Costs

Alternate Recommendation

Budgeted:

$2,598,321.49	Total Project Funds
$1,203,000.00	FY24/25 Measure M Funds
$1,385,321.49	FY24/25 SB1/RMRA Funds
$ 10,000.00	City of Anaheim's Project Share (Resolution R-2024-74)

Recommended Action: It is recommended that the City Council:

1. Approve the Engineered Specifications prepared by NV5 Inc. for the FY 2023-24 Residential Streets Slurry Seal Project; and
2. Approve a Public Works Agreement with Roy Allan Slurry Seal, Inc., for the FY 2023-24 Street Rehabilitation Project in the amount of $1,651,276.27; and
3. Reject all other bids received and authorize return of the bid bonds; and
4. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or $165,127.63, for a total construction contract not-to-exceed amount of $1,816,403.90; and

5. Approve a Cooperative Agreement with the City of Anaheim for the construction cost for Anaheim's fair share of roadway rehabilitation project that is estimated to be $10,000, with the final cost to be based at actual construction completion; and
6. Approve a purchase order with Bowman Company to provide construction inspection and material testing services for a not-to-exceed amount of $80,000; and
7. Adopt Resolution No. R-2024-73, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
8. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

As an alternate recommendation City Council may take the following actions:

1. Approve the Engineered Specifications prepared by NV5 Inc. for the FY 2023-24 Residential Streets Slurry Seal Project; and
2. Reject all bids received for the FY 2023-24 Arterial Street Rehabilitation Project; and
3. Approve a Public Works Agreement with Roy Allan Slurry Seal, Inc., for the FY 2023-24 Residential Streets Slurry Seal Project in the amount of $2,289,383.17; and
4. Reject all other bids received and authorize return of the bid bonds; and
5. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or $228,938.32, for a total construction contract not-to-exceed amount of $2,518,321.49; and
6. Approve a Cooperative Agreement with the City of Anaheim for the construction cost of Anaheim's fair share of roadway rehabilitation that is estimated to be $10,000, with the final cost to be based at actual construction completion; and
7. Approve a purchase order with Bowman Company to provide construction inspection and material testing services for a not-to-exceed amount of $80,000; and
8. Adopt Resolution No. R-2024-74, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
9. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, to continue Item 3.a, to the next regular City Council meeting on December 3, 2024)

Director of Public Work Chris Tanio introduced Senior Civil Engineer Gabriel Guerrero-Gabany, who gave a presentation on the item.

A discussion ensued regarding the residential streets slurry seal project and direction was given to Staff to bring the item back with options for the item to go to full reconstruction.

Motion by Wanke, seconded by Kirwin, and carried a 5-0 vote, to continue Item 3.a, to the next regular City Council meeting on December 3, 2024.

3.b APPROVAL OF PLANS AND SPECIFICATIONS AND AWARD OF CONSTRUCTION CONTRACT TO SEQUEL CONTRACTORS, INC. FOR THE FISCAL YEAR 2023-24 ARTERIAL STREET REHABILITATION PROJECT, CITY PROJECT NO. 6098

Fiscal Impact:

Expense:	$3,337,060.44	Total Construction Costs
	$1,497,000.00	Construction Contract Amount
	$ 426,760.44	Construction Contingency Amount
	$ 25,000.00	Construction Inspection Costs

Available Budget:

	$3,337,060.44	Total Project Budget
	$ 996,239.56	Fiscal Year 2024-25 CIP (171301-6740)
	$ 460,000.00	Fiscal Year 2024-25 CIP (181301-6740)
	$ 250,000.00	Fiscal Year 2024-25 CIP (791301-6740)
	$ 180,164.34	Fiscal Year 2024-25 CIP (791301-6740)
	$ 10,000.00	Fiscal Year 2024-25 CIP (181301-6740)

Recommended Action: It is recommended that the City Council:

1. Approve the Engineered Plans and Specifications prepared by NV5 Inc. for the FY 2023-24 Street Rehabilitation Project No. 6098; and
2. Approve a Public Works Agreement with Sequel Contractors Inc., for the FY 2023-24 Street Rehabilitation Project in the amount of $2,824,600.40; and
3. Reject all other bids received and authorize return of the bid bonds; and
4. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or $282,460.04, for a total construction contract not-to-exceed amount of $3,107,060.44; and
5. Approve a Cooperative Agreement with the City of Fullerton for the construction cost for Placentia's share of an adjacent roadway rehab project that is estimated to be $110,000, with the final cost to be based at actual construction completion; and
6. Approve a purchase order with Bowman Company to provide construction inspection and material testing services for a not-to-exceed amount of $120,000; and
7. Adopt Resolution No. R-2024-75, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
8. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

Motion by Shader, seconded by Smith, and carried a 5-0 vote, to approve Item 3.b, as recommended.

3.c REVIEW THE 35% RENDERING OF THE PROPOSED PLACENTIA DOG PARK PROJECT NO. 7405

Fiscal Impact:

Expense:	$106,050	RHA Architectural and Engineering Services for Phase II
Budget:	$ 56,250	FY 2023-24 CIP Budget (QUIMBY)
	$ 49,800	Parks & Rec Impact Fee fund

Recommended Action: It is recommended that the City Council:

Review the 35% design renderings and provide feedback and direction for Staff.

(Approved 5-0, to table Item 3.c until appropriate funding is budgeted)

Director of Community Services Lydie Gutfeld provided background on the item and introduced RHA Designer David Black, who gave a presentation on the item.

Following discussion, City Council directed Staff to table the item until appropriate funding is budgeted.

Motion by Shader, seconded by Yamaguchi, and carried a 5-0 vote, to table Item 3.c, until appropriate funding is budgeted.

3.d STUDY SESSION: ESTABLISHMENT OF THE PLACENTIA CENTENNIAL CELEBRATION STEERING COMMITTEE

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

Recommended Action: It is recommended that the City Council:

1. Receive and File the Staff Report; and
2. Ask any questions of Staff; and

3. Review and approve the composition of the Centennial Steering Committee; and
4. Designate two (2) City Council Members to serve on the Centennial Steering Committee; and
5. Review and approve the application for the Centennial Steering Committee; and
6. Authorize Staff to begin recruitment for the Steering Committee Members.

(Approved, to continue Item 3.d, to a January 2025 City Council meeting)
Communications and Marketing Manager Nicolette Drulias gave a presentation on item.

A discussion ensued on the item and City Council directed Staff to proceed with forming the Placentia Centennial Celebration Steering Committee and to return in January 2025 with the finalized committee structure.

City Council expressed support for Staff involvement and emphasized prioritizing key centennial elements, including a history book, branding, and legacy projects.

3.e APPOINTMENT TO THE ORANGE COUNTY VECTOR CONTROL DISTRICT

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

1. Consider Mr. Craig S. Green for reappointment to the Orange County Vector Control District (OCVCD) Board of Trustees, or a successor, for a two (2) or four (4) year term; and
2. Direct Staff to notify the OCVCD of the City Council's appointment; and
3. Direct Staff to update the City's intergovernmental agencies, associations and subcommittees list.

(Approved 4-0-1, to continue Item 3.e, until the annual City Council appointments to various intergovernmental agencies at the January 2025 City Council meeting, Yamaguchi abstained)

Motion by Wanke, seconded by Kirwin, and carried a 4-0-1 vote, continue Item 3.e, until the annual City Council appointments to various intergovernmental agencies at the January 2025 City Council meeting, Yamaguchi abstained.

CITY COUNCIL/BOARD MEMBERS REQUESTS:
Councilmember Wanke requested to agendize a discussion on the pavement management index and repaving streets for a future City Council meeting in January 2025.

ADJOURNMENT
The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 9:57 p.m. to a regular City Council meeting on Tuesday, December 3, 2024, at 5:30 p.m.

_____
Jeremy Yamaguchi, Mayor/Agency Chair

ATTEST:

_____
Robert S. McKinnell, City Clerk/Agency Secretary

Placentia City Council Regular Meeting
Placentia City Council acting as Successor Agency to the Placentia Redevelopment Agency , Placentia Industrial Commercial Development Authority , Placentia Public Financing Authority

MINUTES
December 3, 2024
City Council Chambers - 401 E. Chapman Avenue, Placentia, CA

MINUTES OF THE PLACENTIA CITY COUNCIL CLOSED SESSION MEETING – 5:30 PM

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

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

ORAL COMMUNICATIONS:
City Clerk McKinnell stated that the City Clerk's Office had received no public comment for the Closed Session.

CLOSED SESSION PROCEEDINGS:
City Clerk McKinnell announced the Closed Session items.

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. Pursuant to Government Code Section 54957
   PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT
   Title: City Administrator

2. Pursuant to Government Code Section 54956.9(d)(2)
   CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   (2 cases)

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

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

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 7:00 p.m.

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

STAFF PRESENT:
City Attorney/Authority Counsel Christian Bettenhausen; Acting City Administrator Rosanna Ramirez; Director of Finance Jennifer Lampman; Director of Human Resources Alice Burnett; Director of Community Services Lydie Gutfeld, Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Development Services Joe Lambert; Director of Public Works Chris Tanio; Deputy Director of Administrative Services Jeannette Ortega; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

INVOCATION: Chaplain Kenneth Milhander

PLEDGE OF ALLEGIANCE: Mayor Yamaguchi

PRESENTATIONS: None

CLOSED SESSION REPORT:
City Attorney/Authority Counsel Bettenhausen reported a discussion was held on the Closed Session items. There was no reportable action.

CITY ADMINISTRATOR REPORT: None

ORAL COMMUNICATIONS:
Greg Laporte expressed concerns about the cost-effectiveness of the street cool seal slurry project in the West Palm neighborhood and requested the City consider alternative repair solutions.

Trudi Des Roches, Yorba Linda Water District, provided updates on upcoming infrastructure projects affecting Placentia residents, including sewer relining and water line improvements.

Julie Suchard expressed concerns regarding comments made by the City Treasurer and former Councilmember Craig Green and requested access to the investigation report related to former City Administrator Damien Arrula.

Nathan Dedic thanked the City Council for addressing pothole repairs on Brookhaven and urged the Council to prioritize street repairs on El Dorado.

JoAnn Sowards thanked the City Council for addressing concerns at Palm Village North and expressed frustration with the cost-effectiveness of the street slurry project.

Craig Green expressed concern over repeated public comments, supported the City Council's decision regarding the former City Administrator, and offered assistance in the selection of a new Administrator.

Eric Holgren, President of the Placentia Founders Society, reported on recent activities at the Bradford House and invited the City Council to the upcoming holiday tour on December 15, 2024.

CITY COUNCIL MEMBER COMMENTS
Councilmember Shader announced the 30th Annual Tamale Festival will be held on Thursday, December 12, from 4:00 p.m. to 10:00 p.m. in Old Town Placentia, featuring live entertainment, food vendors, nonprofit booths, photos with Santa, and a holiday tree lighting.

Councilmember Smith reported his attendance at the Orange County Council of Governments (OCCOG) meeting, a recognition reception for Councilmember Shader, the Community Services Thanksgiving Food Distribution, and the 17th Annual Thanksgiving Celebration. He announced a movie night on Friday, December 6, 2024, at 6:30 p.m. at the Overly Gym, 974 S. Melrose Street.

Mayor Pro Tem Kirwin promoted the "Shop Small Placentia" initiative and encouraged residents to support local businesses and participate in a social media giveaway.

Mayor Yamaguchi invited the community to the Annual Tree Lighting Celebration on Thursday, December 5, from 6:00 p.m. to 9:00 p.m. at the Civic Center Courtyard, featuring music, crafts, snacks, and photos with Santa inside City Hall.

1. CONSENT CALENDAR (1.a through 1.l)
Item 1.l was pulled and removed from the agenda by Staff. Motion by Shader, seconded by Kirwin, and carried a 4-0-1 vote, to approve the balance of the Consent Calendar, as recommended, Wanke absent.

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

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

1.b CITY FISCAL YEAR 2024-25 REGISTERS FOR DECEMBER 3, 2024

Check Register
Fiscal Impact: $ 1,015,026.34
Electronic Disbursement Register
Fiscal Impact: $ 2,707,020.08
Recommended Action: It is recommended that the City Council:
Receive and file.
(Approved 4-0-1, as recommended, Wanke absent)

1.c APPROVAL OF SPECIFICATIONS AND AWARD OF CONSTRUCTION CONTRACT TO ROY ALLAN SLURRY SEAL, INC. FOR THE FISCAL YEAR 2023-24 RESIDENTIAL STREETS SLURRY SEAL PROJECT

Fiscal Impact:

Expense:	$2,152,611.17	Construction Contract Amount
	$ 215,261.12	Construction Contingency Amount
	$ 80,000.00	Construction Inspection Costs
	$2,447,872.29	Total Construction Costs

Budgeted:

$2,447,872.29	Total Project Funds
$1,047,539.56	FY 24-25 CIP Budget: Measure U Funds FY 23-24 Arterial Street
$ 460,000.00	CIP Budget: Measure U Funds from McFadden Park Playground Renovation Project (Resolution R-2024-73)
$ 249,953.50	FY 24-25 CIP Budget: Measure U Funds from Wayfinding Signs Residential Project (Resolution R-2024-73)
$ 404,982.97	FY 24-25 CIP Budget: Measure U Funds from Tynes Gym Roof Replacement Project (Resolution R-2024-73)
$ 275,396.76	FY 24-25 CIP Budget: SB 1/RMRA Funds from Street Name Replacement Project (Resolution R-2024-73)
$ 10,000.00	City of Anaheim's Project Share (Resolution R-2024-73)

Recommended Action: It is recommended that the City Council:

1. Approve the Engineered Specifications prepared by NV5 Inc. for the FY 2023-24 Residential Streets Slurry Seal Project; and
2. Approve a Public Works Agreement with Roy Allan Slurry Seal, Inc., for the FY 2023-24 Street Rehabilitation Project in the amount of $2,152,611.17; and
3. Reject all other bids received and authorize return of the bid bonds; and
4. Authorize the Acting City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or $215,261.12, for a total construction contract not-to-exceed amount of $2,367,872.29; and
5. Approve a Cooperative Agreement with the City of Anaheim for the construction cost for Anaheim's fair share of roadway rehabilitation that is estimated to be $10,000, with the final cost to be based at actual construction completion; and
6. Approve a purchase order with Bowman Company to provide construction inspection and material testing services for a not-to-exceed amount of $80,000; and
7. Adopt Resolution No. R-2024-73, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and

8. Authorize the Acting City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

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

1.d ADOPTION OF RESOLUTION FOR 2025 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM

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

Recommended Action: It is recommended that the City Council:

Adopt Resolution R-2024-78, A Resolution of the City Council of the City of Placentia, California, which certifies that the City of Placentia has the resources to fund the projects in the Federal Fiscal Year 2024-25 through Fiscal Year 2029-30 Federal Transportation Improvement Program and affirms its commitment to implement all projects in the program.

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

1.e APPROVAL OF AGREEMENT FOR OFFICIAL TOW COMPANY SERVICES

Fiscal Impact:

Revenue: $73,000 Franchise Fee (Flat Fee of $75 per Vehicle)

Recommended Action: It is recommended that the City Council:

1. Approve the Official Tow Service Agreement with Anaheim Fullerton Towing Company with an expiration date of June 30, 2025; and
2. Adopt Resolution R-2024-81, a Resolution of the City Council of the City of Placentia, California, issuing Certificates of Public Convenience and Necessity and Approving the Official Tow Service Agreement; and
3. Authorize the Acting City Administrator and/or her designee to execute the necessary documents, in a form approved by the City Attorney.

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

1.f APPROVAL OF AGREEMENT FOR FALSE ALARM MANAGEMENT SERVICES

Fiscal Impact:

Revenue: $130,000 Per Fiscal Year

Recommended Action: It is recommended that the City Council:

1. Approve a Professional Services Agreement with Alarm Program Systems, LLC for a term of five (5) years for false alarm management services; and
2. Authorize the Acting City Administrator and/or her designee to execute the necessary documents, in a form approved by the City Attorney.

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

1.g APPROVAL OF THE ACQUISITION OF PERMANENT AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT

Fiscal Impact:

Expense: $ 9,250.00 Acquisition Costs

Available Budget: $ 21,474.01 Proposed Budget Resolution No. R-2024-80 (331801-6740)

Recommended Action: It is recommended that the City Council:

1. Approve Resolution No. R-2024-80, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
2. Approve Resolution Nos. R-2024-82 thru R-2024-85, Resolutions of the City Council of the City of Placentia, California Authorizing the Appraisals, Fixing the Amounts of Just Compensation and Authorizing Offers to affected property owners; and
3. Accept the temporary and permanent construction easements; and
4. Approve the Just Compensation recommendations for each of the subject properties; and
5. Authorize Staff to sign the Just Compensation Recommendation; and

6. Authorize the Acting City Administrator to make offers to the subject property owners for the acquisition of both temporary and permanent construction easements; and
7. Authorize the Acting City Administrator to modify offers up to twenty-five percent (25%) of the original appraisal amount; and
8. Authorize the Acting City Administrator to enter into a purchase and sale agreement with the subject property owners, in a form approved by the City Attorney; and
9. Authorize the Acting City Administrator to execute escrow documents related to the acquisition of said easements; and
10. Authorize the Acting City Administrator to proceed with payments for purchasing these easements and sign the Certificate of Acceptance for these Easements on behalf of the City; and
11. Direct the City Clerk to record the Easements with the Orange County Clerk-Recorder's Office.

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

1.h FISCAL YEAR 2023-24 DEVELOPMENT IMPACT FEE REPORT (AB 1600)

Fiscal Impact: There is no fiscal impact associated with the recommended action.
Recommended Action: It is recommended that the City Council:
Receive and file the Fiscal Year 2023-24 Development Impact Fee Report (AB 1600).
(Approved 4-0-1, as recommended, Wanke absent)

1.i RESOLUTION TO AMEND THE PAY SCHEDULE FOR PART-TIME EMPLOYEES IN COMPLIANCE WITH THE STATE MINIMUM WAGE INCREASE

Fiscal Impact:
FY24-25 $5,000 ($10,000 annually) (104071-5005)
Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2024-58 amending the pay schedule for part-time employees to reflect state minimum wage requirements; and
2. Adopt Resolution No. R-2024-79, a Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures.

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

1.j APPROVAL OF NEW LEASE AGREEMENT BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA FOUNDERS SOCIETY FOR USE OF THE BRADFORD HOUSE

Fiscal Impact:
Expense: $8,500 Per Year
Budgeted: $8,500 FY 2024-25 Risk Management Fund (404582-6201)
Recommended Action: It is recommended that the City Council:

1. Approve the Lease Agreement between the City and the Placentia Founders Society for the use, maintenance, and upkeep of the Bradford House for a term ending December 31, 2029; and
2. Authorize the Acting City Administrator and/or her designee to make non-substantive amendments as necessary and execute the lease on behalf of the City, in a form approved by the City Attorney.

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

1.k VESTING TENTATIVE TRACT MAP NO. VTTM 19300 RESULTING IN THE SUBDIVISION OF FOUR PARCELS INTO THREE PARCELS AND A LETTERED LOT AND ALSO FOR THE PURPOSES OF ESTABLISHING A RESIDENTIAL TOWNHOME CONDOMINIUM SUBDIVISION CONCURRENT

WITH DPR NO. 2024-01 AND UP NO. 2024-07 WITHIN THE HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT

Fiscal Impact:

Revenue: Approximately $2,600,000 in Development Impact Fees

Recommended Action: It is recommended that the City Council:

Adopt Resolution No. R-2024-77, a Resolution of the City Council of the City of Placentia, approving Vesting Tentative Tract Map No. VTTM 19300 for the subdivision of four parcels into three parcels and a lettered lot and also for the purposes of establishing a residential townhome condominium subdivision concurrent with DPR No. 2024-01 and UP No. 2024-07 subject to the Conditions of Approval and Standard Development Requirements; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines.

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

1.l RESOLUTION APPOINTING AN INTERIM CITY ADMINISTRATOR AND APPROVING THE RETIRED ANNUITANT EMPLOYMENT AGREEMENT WITH THE CITY

Fiscal Impact:

The City Administrator is a regularly allocated position within the City's budget. The costs associated with an Interim City Administrator can be covered in the current year's FY 2024-25 budget.

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution R-2024-86, approving the appointment of an Interim City Administrator; and
2. Approve the Retired Annuitant Employment Agreement.

(Pulled and removed from the agenda by Staff)

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA: None

CITY COUNCIL/BOARD MEMBERS REQUESTS: None

ADJOURNMENT

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 7:30 p.m. to a regular City Council meeting on Tuesday, December 17, 2024, at 5:30 p.m.

_____

Jeremy Yamaguchi, Mayor/Agency Chair

ATTEST:

_____

Robert S. McKinnell, City Clerk/Agency Secretary

Placentia City Council Regular Meeting
Placentia City Council acting as Successor Agency to the Placentia Redevelopment Agency , Placentia Industrial Commercial Development Authority , Placentia Public Financing Authority

MINUTES
December 17, 2024
City Council Chambers - 401 E. Chapman Avenue, Placentia, CA

MINUTES OF THE PLACENTIA CITY COUNCIL CLOSED SESSION MEETING – 5:30 PM

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Kirwin, Yamaguchi
ABSENT: None

ORAL COMMUNICATIONS:
City Clerk McKinnell stated that the City Clerk's Office had received no public comment for the Closed Session.

CLOSED SESSION PROCEEDINGS:
City Clerk McKinnell announced the Closed Session items.

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. Pursuant to Government Code Section 54957
   PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT
   Title: City Administrator

2. Pursuant to Government Code Section 54956.9(d)(2)
   CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   (1 case)

3. Pursuant to Government Code Section 54956.8
   CONFERENCE WITH REAL PROPERTY NEGOTIATOR
   Property: 207-209 W. Crowther Avenue
   Agency Negotiator: Rosanna Ramirez, Acting City Administrator
   Negotiating Parties: USA Properties
   Under Negotiations: Price and Terms of Payment

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

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

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 7:00 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Kirwin, Yamaguchi
ABSENT: None

STAFF PRESENT:
City Attorney/Authority Counsel Christian Bettenhausen; Acting City Administrator Rosanna Ramirez; Deputy Director of Administrative Services Jeannette Ortega; Director of Finance Jennifer Lampman; Director of

Human Resources Alice Burnett; Director of Community Services Lydie Gutfeld, Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Development Services Joe Lambert; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman.

INVOCATION: Chaplain Kenneth Milhander

PLEDGE OF ALLEGIANCE: Mayor Yamaguchi

PRESENTATION:

A. Presentation of Plaque honoring Police Lieutenant Scott Millsap for 31 Years of Service to the City of Placentia

Presenters: Mayor Yamaguchi and City Council
Recipient: Police Lieutenant Scott Millsap

Police Chief Butts presented a plaque to Lieutenant Scott Millsap in recognition of 31 years of service to the City of Placentia Police Department and expressed appreciation for his contributions.

CLOSED SESSION REPORT:
City Attorney/Authority Counsel Bettenhausen reported a discussion was held on the Closed Session items. There was no reportable action.

CITY ADMINISTRATOR REPORT:
Acting City Administrator Ramirez announced an employee promotion for Gabriel Gabany-Guerrero to the position of Deputy Director of Public Works.

ORAL COMMUNICATIONS:
Julie Suchard expressed concerns regarding the City Treasurer's statement about meals and airline tickets purchased on City credit cards, alleged misappropriation of funds and misconduct, and requested access to the investigation report.

John Beltran expressed concerns about curb and street conditions in Ponderosa South and requested City Council repair the road conditions.

Scott King expressed concerns regarding the allegations and investigation report involving the former City Administrator, and requested that the City Council prioritize street and road repairs before approving new projects.

City Treasurer Kevin Larson provided clarification regarding former City Administrator Damien Arrula's spending, stated no evidence of improper spending was found, and questioned the necessity and cost of the forensic audit.

CITY COUNCIL MEMBER COMMENTS:
Councilmember Shader thanked her family and friends for their support and reflected on her eight years of service on the City Council.

Councilmember Smith reported attending the Southern California Association of Governments (SCAG) Transportation Committee meeting.

Councilmember Wanke reported attending meetings of the Orange County Sanitation District Board, Administration Committee, Association of California Cities, and the California Water Agencies conference in Palm Springs.

Mayor Yamaguchi thanked the community, Community Services Department, Santa Fe Merchants Chamber, and nonprofits for the successful Tamale Festival and Civic Center Tree Lighting events. He addressed concerns regarding City Treasurer Kevin Larson's conduct, cautioned against potential Brown Act violations, and suggested further review may be warranted.

1. CONSENT CALENDAR (1.a through 1.e):

Motion by Wanke, seconded by Smith, and carried a 5-0 vote, to approve the Consent Calendar, as recommended.

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

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

Approve.

(Approved 5-0, as recommended)

1.b MINUTES CITY COUNCIL/SUCCESSOR/ICDA/PPFA REGULAR MEETING OF SEPTEMBER 3, 2024

Recommended Action: It is recommended that the City Council:

Approve.

(Approved 5-0, as recommended)

1.c CITY FISCAL YEAR 2024-25 REGISTERS FOR DECEMBER 17, 2024

Check Register

Fiscal Impact: $ 1,321,065.44

Electronic Disbursement Register

Fiscal Impact: $ 1,451,285.56

Recommended Action: It is recommended that the City Council:

Receive and file.

(Approved 5-0, as recommended)

1.d APPROVAL OF THE DESIGN CONCEPT PLAN FOR PLAYGROUND RENOVATIONS AT MCFADDEN PARK AND APPROVAL OF PUBLIC WORKS AGREEMENT WITH PLAYCORE D.B.A. GAMETIME FOR THE PURCHASE AND INSTALLATION OF THE PLAYGROUND EQUIPMENT, CIP PROJECTS NO. 7210 AND 7504

Fiscal Impact:

Expense:	$510,000.00	Total Cost
	$497,999.05	Contract Amount
	$ 12,000.95	Contract Contingency Amount
Available Budget:		
	$510,000.00	FY 2024-25 CIP Budget
	$500,000.00	County of Orange SLFRF Funding
	$ 10,000.00	Park & Rec Impact Fee (637504-6760)

Recommended Action: It is recommended that the City Council:

1. Provide Staff with input to incorporate into the design plan for the renovation of the McFadden Park Playground Renovation Project; and
2. Approve the design concept plan for the McFadden Park Playground Renovation Project; and
3. Approve the purchase of the McFadden Park playground equipment utilizing the budgeted CIP funding in Fiscal Year 2024-2025 for projects 7210 and 7504; and
4. Award a Public Works Agreement to PlayCore d.b.a. GameTime for the McFadden Park playground equipment renovation project in the amount of $497,999.05; and
5. Authorize the City Administrator to approve contract change orders up to a total of $12,000.95 or a not-to-exceed total contract amount of $510,000; and
6. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.e RESOLUTION APPOINTING AN INTERIM CITY ADMINISTRATOR AND APPROVING THE RETIRED ANNUITANT EMPLOYMENT AGREEMENT WITH THE CITY

Fiscal Impact:

The City Administrator is a regularly allocated position within the City's budget. The costs associated with an Interim City Administrator can be covered in the current year's FY 2024-25 budget.

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution R-2024-86, approving the appointment of an Interim City Administrator; and
2. Approve the Retired Annuitant Employment Agreement.

(Approved 5-0, as recommended)

City Attorney Bettenhausen announced Thomas R. Hatch will become the Interim City Administrator for Placentia starting January 6, 2025. Mr. Hatch is a retired annuitant and will serve temporarily while the City begins the process of recruiting a permanent city administrator. This transition was formally approved as part of the meeting's agenda.

2. PUBLIC HEARINGS: None

RECOGNITIONS:

I. RECOGNITION OUTGOING COUNCILMEMBER RHONDA SHADER

a. Office of U.S. Congresswoman Michelle Steel, California's 45th District

Presenter: Zechariah Jauregui, District Representative

Zechariah Jauregui, District Representative, presented a Certificate of Recognition to Councilmember Shader and acknowledged her leadership and advocacy for the City at the local and congressional levels.

b. Office of State Assemblyman Phillip Chen, 55th District

Presenter: Newton Viengkhou, Field Representative

Newton Viengkhou, Field Representative, presented a Certificate of Recognition to Councilmember Shader and recognized her leadership and contributions to the City. He also commended the City's Fire Department for its top-ranked response time in Orange County.

c. Office of Orange County Supervisor Doug Chaffee, Orange County 4th District

Presenters: Emma Fisher, Policy Advisor and Communications Director and Al Jabber, Chief of Staff

Emma Fisher, Policy Advisor, and Al Jabber, Chief of Staff, presented Certificates of Recognition to Councilmember Shader and expressed appreciation for her leadership and years of public service.

d. City of Placentia

Presenters: Mayor Yamaguchi and City Council Members

Mayor Yamaguchi and City Council Members presented a plaque and Certificate of Recognition to Councilmember Shader in honor of her service on the City Council from December 2020 to December 2024.

e. Comments from Outgoing Councilmember Rhonda Shader

Councilmember Shader reflected on her eight years of service, highlighting the City's progress from financial and infrastructure challenges to growth and stability. She expressed pride in the City's achievements and thanked the City Council, Staff, and community for their support.

II. RECOGNITION OF 2024 MAYOR JEREMY B. YAMAGUCHI

a. Office of U.S. Congresswoman Michelle Steel, California's 45th District

Presenter: Zechariah Jauregui, District Representative

Zechariah Jauregui, District Representative, presented a Certificate of Recognition to Mayor Yamaguchi and commended his project preparation, attention to detail, and leadership. He also recognized Mayor Yamaguchi's efforts to inspire civic engagement among youth in Orange County.

b. Office of State Assemblyman Phillip Chen, 55th District

Presenter: Newton Viengkhou, Field Representative

Newton Viengkhou, Field Representative, presented a Certificate of Recognition to Mayor Yamaguchi and acknowledged his contributions to the City, highlighting growth, new businesses, and community traditions.

c. Office of Orange County Supervisor Doug Chaffee, Orange County 4th District

Presenters: Emma Fisher, Policy Advisor and Communications Director and Al Jabber, Chief of Staff

Emma Fisher, Policy Advisor, and Al Jabber, Chief of Staff, presented Certificates of Recognition to Mayor Yamaguchi and expressed appreciation for his leadership and continued involvement in City matters.

d. City of Placentia

Presenters: Mayor Pro Tem Kirwin and City Council Members

Mayor Pro Tem Kirwin and City Council Members presented a gift of appreciation and a Certificate of Recognition to Mayor Yamaguchi in recognition of his service as Mayor from December 2023 to December 2024.

e. Comments from Outgoing Mayor Jeremy Yamaguchi

Mayor Yamaguchi reflected on his term, thanked his family and friends for their support, and expressed gratitude to City Council and Staff for their collaboration throughout the year.

3. REGULAR AGENDA:

3.a CERTIFICATION OF THE CANVASS OF THE NOVEMBER 5, 2024 GENERAL MUNICIPAL ELECTION RESULTS

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Receive and file the Certificate of Registrar of Voters to Result of the Canvass of the General Election Returns; and
2. Adopt Resolution No. R-2024-87, a Resolution of the City Council of the City of Placentia, California, reciting the fact of the General Municipal Election held on Tuesday, November 5, 2024, declaring the result and such other matters as provided by law.

(Approved 5-0, as recommended)

City Clerk McKinnell read the certified election results into the record. The following were elected: Kevin Larson, City Treasurer; Thomas Hummer, District 1; Jeremy B. Yamaguchi, District 3; Ward L. Smith, District 5.

Motion by Wanke, seconded by Shader, and carried a 5-0 vote, to receive and file the Certificate of Registrar of Voters to Result of the Canvass of the General Election Returns and to approve Resolution No. R-2024-87.

OATHS OF OFFICE AND PRESENTATION OF CERTIFICATES OF ELECTION:

Oaths administered by City Clerk McKinnell:

a. Kevin A. Larson, City Treasurer
b. Thomas Hummer, Councilmember, District 1
c. Jeremy B. Yamaguchi, Councilmember, District 3
d. Ward L. Smith, Councilmember, District 5

Mayor Yamaguchi welcomed Councilmember Hummer. City Clerk McKinnell congratulated the re-elected and newly elected officials.

REORGANIZATION OF THE CITY COUNCIL:

I. Selection Of Mayor

City Clerk McKinnell opened nominations for the position of Mayor of the City of Placentia for the term of December 17, 2024, through December 9, 2025. Councilmember Wanke nominated Mayor Pro Tem Kevin Kirwin. There were no further nominations.

Motion by Wanke, seconded by Yamaguchi, to close the nominations. City Clerk McKinnell declared the nominations closed, and pursuant to a unanimous roll call vote, Mayor Pro Tem Kevin Kirwin was elected to serve as Mayor of the City of Placentia for the term of December 17, 2024, through December 9, 2025.

Mayor Kirwin thanked the City Council, attendees, and community, reflecting on his lifelong connection to Placentia and its unique, close-knit character. He emphasized preserving the City's character while focusing on core services such as safe streets, clean parks, and responsible budgeting. Acknowledging the City's financial limitations, he emphasized the need to maintain existing infrastructure before pursuing new projects. He encouraged public participation, noted the value of collaboration, and introduced his theme for the year, "Back to Basics," committing to accessible, thoughtful, and down-to-earth leadership.

City Clerk McKinnell administered the Oath of Office to Mayor Kirwin.

II. Selection of Mayor Pro Tem

Mayor Kirwin then called for nominations for the position of Mayor Pro Tem of the City of Placentia for the term of December 17, 2024, through December 9, 2025. He nominated Councilmember Wanke. There were no further nominations.

Motion by Kirwin, seconded by Yamaguchi, to close the nominations. City Clerk McKinnell declared the nominations closed, and pursuant to a unanimous roll call vote, Councilmember Wanke was selected to serve as Mayor Pro Tem of the City of Placentia or the term of December 17, 2024, through December 9, 2025.

COMMENTS BY RE-ELECTED AND NEWLY ELECTED OFFICIALS:

City Treasurer Larson thanked the citizens of Placentia for electing him for another term as City Treasurer. He reflected on his ten years of service. He acknowledged the Finance Staff, including Director Jennifer Lampman, and former City Administrator Damien Arrula. He noted that the City generated over $3 million in investment returns during his tenure and expressed appreciation to the City Council and community for their continued trust.

Councilmember Hummer thanked his supporters, wife, and family, and expressed his commitment to continue the initiatives and work established by outgoing Councilmember Rhonda Shader.

Councilmember Yamaguchi wished everyone a happy and safe holiday season, welcomed new Councilmember Thomas Hummer to the team, and expressed his anticipation for continued collaboration and new developments in the coming year.

Councilmember Smith reflected on his 47 years of service to the City in various roles and announced that this would be his third and final term on the City Council. He thanked Councilmember Yamaguchi for his leadership as both Mayor Pro Tem and Mayor, welcomed new Councilmember Tom Hummer, and expressed appreciation for the hard work of City Staff and the engagement of the community. He concluded by congratulating his colleagues and wishing everyone a happy holiday season and a strong start to the new year.

CITY COUNCIL/BOARD MEMBERS REQUESTS: None

ADJOURNMENT:
The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:55 p.m. to a regular City Council meeting on Tuesday, January 14, 2025, at 5:30 p.m.

_____
Jeremy Yamaguchi, Mayor/Agency Chair

ATTEST:

_____
Robert S. McKinnell, City Clerk/Agency Secretary

Placentia City Council Regular Meeting
Placentia City Council Acting as Successor Agency to the Placentia Redevelopment Agency, Placentia Industrial Commercial Development Authority, Placentia Public Financing Authority

MINUTES
JANUARY 14, 2025
City Council Chambers - 401 E. Chapman Avenue, Placentia, CA

MINUTES OF THE PLACENTIA CITY COUNCIL CLOSED SESSION MEETING – 6:00 PM

CALL TO ORDER: Mayor Kirwin called the meeting to order at 6:00 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Hummer, Smith, Wanke, Kirwin
ABSENT: Yamaguchi

ORAL COMMUNICATIONS:
City Clerk McKinnell stated the City Clerk's Office received no public comment for the Closed Session.

CLOSED SESSION PROCEEDINGS:
City Clerk McKinnell announced the Closed Session matter and cases.

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property:	207-209 W. Crowther Avenue
Agency Negotiator:	Thomas Hatch, Interim City Administrator
Negotiating Party:	USA Properties
Under Negotiations:	Price and Terms of Payment

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

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

CALL TO ORDER: Mayor Kirwin called the meeting to order at 7:05 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Hummer, Smith, Yamaguchi, Wanke, Kirwin
ABSENT: None

STAFF PRESENT:
City Attorney/Authority Counsel Christian Bettenhausen; Interim City Administrator Thomas Hatch; Deputy City Administrator Rosanna Ramirez; Director of Community Services Lydie Gutfeld; Director of Development Services Joe Lambert; Director of Finance Jennifer Lampman; Director of Human Resources Alice Burnett; Director of Public Works Chris Tanio; Fire Chief Jason Dobine; Police Chief Brad Butts; Deputy Director of Administrative Services Jeannette Ortega; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

INVOCATION: Chaplain Ken Milhander

PLEDGE OF ALLEGIANCE: Mayor Kirwin

CLOSED SESSION REPORT:
City Attorney/Authority Counsel Bettenhausen reported a discussion was held on the Closed Session item. There was no reportable action.

PRESENTATIONS:
Mayor Kirwin introduced Thomas Hatch as the Interim City Administrator, highlighting his 36 years of extensive experience in local government and the positive expectations for his leadership.

CITY ADMINISTRATOR REPORT:
Interim City Administrator Hatch thanked the City Council, Staff, and community for the warm welcome during his first week. He acknowledged the City's focus on accelerating street improvements and introduced Director of Public Works Chris Tanio, who presented the FY 2023–24 Street Rehabilitation Project.

Interim City Administrator Hatch proposed February 18, 2025, for the mid-year budget review, including an early discussion of the Capital Improvement Program. He recognized outgoing Deputy City Clerk Carol M. Wayman for her service.

ORAL COMMUNICATIONS:
John Beltran expressed concern about street conditions in the Ponderosa neighborhood, asked the City to prioritize repairs, and suggested reallocating funds from other projects.

Nathan Diedic highlighted poor street conditions citywide and requested efforts to prioritize road repairs.

Craig Green expressed interest in continuing to serve as Placentia's representative on the Orange County Mosquito and Vector Control District.

CITY COUNCIL/BOARD MEMBER COMMENTS:
Councilmember Smith announced the City is accepting applications for the Spring 2025 CERT Training Program and encouraged those interested to visit the City's website for more information.

Councilmember Hummer announced a free business development program for local restaurant/ retail owners, in partnership with the Placentia Chamber of Commerce and the Orange County Inland Empire Small Business Development Center Network. The program will be held Monday afternoons from January 27 - February 24, 2025. For more information and to register, visit the City's website.

Councilmember Yamaguchi announced that Republic Services Free Compost event on Saturday, February 1, 2025, at Tri City Park from 7:30 a.m. to 10:30 a.m. visit the City's website for more information. He reminded residents of open commission and committee vacancies and encouraged interested individuals to apply on the City's website.

Mayor Pro Tem Wanke thanked residents for organizing a community meeting, reported on recent water-related meetings and infrastructure updates, and encouraged public input at the February 18, 2025, CIP meeting.

Mayor Kirwin acknowledged community input on street priorities and noted that while groundwater levels are strong, water rate reductions remain uncertain.

1. CONSENT CALENDAR (Items 1.a through 1.j):
Motion by Wanke, seconded by Smith, and carried a 5-0 vote, to approve Consent Calendar, as recommended.

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

Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
Approve
(Approved 5-0, as recommended)

1.b MINUTES OF THE CITY COUNCIL/SUCCESSOR/ICDA/PPFA REGULAR MEETING OF SEPTEMBER 17, 2024
Recommended Action: It is recommended that the City Council:
Approve
(Approved 5-0, as recommended)

1.c CITY FISCAL YEAR 2024-25 REGISTERS FOR JANUARY 14, 2024
Check Register
Fiscal Impact: $1,974,686.13
Electronic Disbursement Register
Fiscal Impact: $2,901,688.23
Recommended Action: It is recommended that the City Council:
Receive and file
(Approved 5-0, as recommended)

1.d APPROVAL OF FINAL PARCEL MAP NO. 2022-127 PERTAINING TO THE SUBDIVISION OF AN +/- 0.40 ACRE LOT INTO TWO PARCELS, AT 1421 CISNEROS LANE WITHIN SP-7 (SPECIFIC PLAN 7)
Fiscal Impact:
Approximately $15,764 of Total Development Impact Fee Revenue Prior to Construction of two (2) New Single-Family Residences.
Recommended Action: It is recommended that the City Council:
1. Approve Final Parcel Map No. 2022-127, subject to final review and approval by the County Surveyor; and
2. Authorize the City Clerk to sign Final Parcel Map No. 2022-127.

(Approved 5-0, as recommended)

1.f PROGRAM SUPPLEMENT AGREEMENT FOR ATWOOD MULTIPURPOSE TRAIL PROJECT AND RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO EXECUTE STATE AND FEDERAL AGREEMENTS FOR TRANSPORTATION PROJECTS BETWEEN CALTRANS AND CITY OF PLACENTIA
Fiscal Impact: There is no direct fiscal impact associated with this recommended action.
Recommended Action: It is recommended that the City Council:
1. Approve Program Supplement Agreement No. F015 Rev. 01 with the California Department of Transportation; and
2. Approve Resolution R-2025-02, a Resolution of the City Council of the City of Placentia, California authorizing the City Administrator or his/her designee to execute Program Supplement Agreement No. F015 and all state and federal agreements for transportation grant funded projects with the California Department of Transportation; and
3. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.g AWARD OF CONTRACT TO CJ CONCRETE CONSTRUCTION, INC. FOR FY 2024-25 CONCRETE REPAIR PROJECT, CITY PROJECT NO. 1502
Fiscal Impact:

Expense:	$110,246.40	Total Construction Contract Amount
	$ 91,872.00	Construction Contract Amount

	$ 18,374.40	Construction Contingency Amount
Available Budget:	$140,780.00	Fiscal Year 2024-25 CIP Budget (791502-6740)

Recommended Action: It is recommended that the City Council:

1. Award a Public Works Agreement to CJ Concrete Construction, Inc., for the FY 2024-25 Concrete Repair Project, City Project No. 1502, in the amount of $91,872; and
2. Reject all other bids received and authorize the return of the bid bonds; and
3. Authorize the Interim City Administrator to approve contract change orders up to 20% or $18,374.40 for a total construction contract not-to-exceed amount of $110,246.40; and
4. Authorize the Interim City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.h REVIEW AND ADOPT PROPOSED UPDATES TO THE COMMITTEE, COMMISSION AND ADVISORY BOARD MANUAL FOR CALENDAR YEAR 2025

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

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2025-01, "A Resolution of the City Council of the City of Placentia Adopting the Updated Committee, Commission and Advisory Board Manual for Calendar Year 2025 and Eliminating Various Disbanded Advisory Boards."

(Approved 5-0, as recommended)

1.i PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL TRAFFIC ENGINEERING SERVICES

Fiscal Impact:

Expense:	$ 50,000	Contract Not-To-Exceed Amount for Each On-Call Contract Cumulative
	$250,000	Contract Not-To-Exceed Amount for a Total of Five (5) On-Call Contracts
Budget:	$ 10,000	FY 2024-25 Operating Budget (103590-6015)
	$ 10,000	FY 2024-25 CIP Budget (652501-6741)
	$ 20,000	FY 2024-25 Budget for On-Call Traffic Management Center Support Services

Recommended Action: It is recommended that the City Council:

1. Approve a Professional Services Agreement with ADVANTEC Engineers, for professional consulting services to provide traffic engineering on-call services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $50,000; and
2. Approve a Professional Services Agreement with AGA, for professional consulting services to provide traffic engineering on-call services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $50,000; and
3. Approve a Professional Services Agreement with Kimley-Horn & Associates, for professional consulting services to provide traffic engineering on-call services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $50,000; and
4. Approve a Professional Services Agreement with Iteris, for professional consulting services to provide traffic engineering on-call services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $50,000; and
5. Approve a Professional Services Agreement with AET, for professional consulting services to provide traffic engineering on-call services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $50,000; and

6. Authorize the City Administrator to approve any contract term extensions based on performance and amendments up to 10% of the contract not-to-exceed amount, or $5,000; and
7. Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.j AWARD CONTRACT FOR ON-CALL HOMELESS ENCAMPMENT ABATEMENT AND GENERAL CLEAN-UP SERVICES

Fiscal Impact:

Expense: $100,000 (109594-6099)

Recommended Action: It is recommended that the City Council:

1. Approve Agreements with American Integrated Services and Ocean Blue Environmental Services; and
2. Approve Expenditures and an Appropriation in the amount of $100,000 annually for these services; and
3. Authorize the Interim City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

2. PUBLIC HEARING: None

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

3.a YORBA LINDA-PLACENTIA JOINT ACTIVE TRANSPORTATION PLAN ADOPTION

Fiscal Impact:

The adoption of the resolution has no fiscal impact. The adoption of the Plan will assist the City in remaining competitive for future grant opportunities.

Recommended Action: It is recommended that the City Council:

Approve Resolution R-2025-03, a Resolution of the City Council of the City of Placentia, California, approving and adopting the Yorba Linda and Placentia Joint Active Transportation Plan.

(Approved 5-0, as recommended)

Mayor Kirwin introduced Director of Public Works Chris Tanio, who then introduced Les Brown, Consultant with Alta Planning + Design. Mr. Brown provided a presentation on the item.

Motion by Wanke, seconded by Yamaguchi, and carried a 5-0 vote, to approve Item 3.a., as recommended.

3.b ANNUAL CITY COUNCIL APPOINTMENTS TO VARIOUS INTERGOVERNMENTAL AGENCIES, ASSOCIATIONS, AND CITY SUBCOMMITTEES

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Review the attached list of current appointments to the various intergovernmental agencies, associations, and City subcommittees and make appointments as desired; and
2. Direct Staff to notify the various intergovernmental agencies, associations and City subcommittees of the City Council appointments.

(Approved 5-0, as recommended, excluding the appointment to the Orange County Mosquito and Vector Control District Board of Trustees)

(Approved 4-0-1, to table the appointment to the Orange County Mosquito and Vector Control District Board of Trustees until the annual Committee and Commission appointments, Yamaguchi abstained)

City Council discussed and approved the following intergovernmental appointments:

Organization	Delegate/Alternate
Association of California Cities - OC	Wanke/Hummer
Civic Center Joint Use Committee	Smith/Kirwin
Public Financing Authority of the Enhanced Infrastructure Financing District	Wanke (Chair)/ Smith (Authority Member)
Finance and Investment Committee	Kirwin/Wanke/Larson
Financial Audit Oversight Subcommittee	Kirwin/Smith
Heritage Committee	Yamaguchi/Hummer
Historic Preservation Ad-Hoc	Kirwin/Wanke
Housing, Community, and Economic Development Ad Hoc Committee & General Plan Advisory Subcommittee	Wanke/Kirwin
Independent Cities Association	Wanke/Hummer
League of California Cities	Yamaguchi/Wanke
Navigation Center Advisory Board	Smith/Hummer
Orange County City Selection Committee	Kirwin/Wanke
Old Town Parking Ad-Hoc	Hummer/Kirwin
Orange County Council of Governments	Smith
Orange County Sanitation District	Wanke/Smith
Orange County Vector Control District - Board of Trustees	Tabled
Placentia Community Foundation	Kirwin/Smith/Larson
Placentia Disaster Council	Kirwin
Santa Ana River Flood Protection Agency	Yamaguchi/Hummer
Sewer Utility, Recycling and Refuse Committee	Yamaguchi/Hummer
Southern California Association of Governments	Smith/Wanke
Southern California Association of Governments – Annual General Assembly Voting Delegates	Smith/Wanke(1st Alt.)/ Yamaguchi(2nd Alt.)

City Council disbanded the Senior/Community Center Blue Ribbon Committee and the Dog Park Ad-Hoc Committee.

City Council directed Staff to advertise the Orange County Mosquito and Vector Control District Board of Trustees position to current committee and commission applicants and the public, with interviews to be scheduled in early to mid-February for a two-year term.

Motion by Wanke, seconded by Yamaguchi, and carried a 5-0 vote, to approve Item 3.b, excluding the appointment to the Orange County Mosquito and Vector Control District Board of Trustees.

Motion by Wanke, seconded by Kirwin, and carried a 4-0-1 vote, to table the appointment to the Orange County Mosquito and Vector Control District Board of Trustees until the annual Committee and Commission appointments, Yamaguchi abstained.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Council Member Smith requested the City prioritize interviews for commission and committee appointments.

Council Member Yamaguchi proposed improvements to Civic Center parking and recommended converting free EV charging stations into a pay-to-charge model.

Mayor Pro Tem Wanke requested verification of road resurfacing records to ensure accuracy before Capital Improvement Project (CIP) discussions.

Mayor Kirwin requested a public hearing on the Enhanced Infrastructure Financing District (EIFD) financing, proposed discussing pay-to-park policies in Old Town Placentia, and suggested exploring e-bike regulations.

ADJOURNMENT:
The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:25 p.m., to the next regular City Council meeting on Tuesday, February 4, 2025, at 5:30 p.m.

_____
Kevin Kirwin, Mayor/Agency Chair

ATTEST:

_____
Robert S. McKinnell, City Clerk/Agency Secretary

Placentia City Council
Placentia City Council acting as Successor Agency To The Placentia Redevelopment Agency, Placentia Industrial Commercial Development Authority, Placentia Public Financing Authority

MINUTES
February 4, 2025
City Council Chambers - 401 E. Chapman Avenue, Placentia, CA

MINUTES OF THE PLACENTIA CITY COUNCIL CLOSED SESSION MEETING – 5:00 PM

CALL TO ORDER: Mayor Kirwin called the meeting to order at 5:01 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Hummer, Smith, Yamaguchi, Wanke, Kirwin
ABSENT: None

ORAL COMMUNICATIONS:
City Clerk McKinnell stated the City Clerk's Office received no public comment for the Closed Session.

CLOSED SESSION PROCEEDINGS:
City Clerk McKinnell announced the Closed Session matters and cases.

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representatives:	Thomas Hatch, Interim City Administrator
	Alice Burnett, Director of Human Resources
Employee Organizations:	Placentia City Employees Association (PCEA)
	Placentia Firefighters Association (PFA)
	Placentia Fire Management Association (PFMA)
	Placentia Police Management Association (PPMA)
	Placentia Police Officers Association (PPOA)
	Unrepresented Employees

2. Pursuant to Government Code Section 54956.9(d)(2)
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(1 case)

3. Pursuant to Government Code Section 54957(b)(1):
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Interim City Administrator

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

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

CALL TO ORDER: Mayor Kirwin called the meeting to order at 7:00 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Hummer, Smith, Yamaguchi, Wanke, Kirwin
ABSENT: None

STAFF PRESENT:
City Attorney/Authority Counsel Christian Bettenhausen; Interim City Administrator Thomas Hatch; Deputy City Administrator Rosanna Ramirez; Director of Community Services Lydie Gutfeld; Director of Development Services Joe Lambert; Director of Finance Jennifer Lampman; Director of Human Resources Alice Burnett; Director of Public Works Chris Tanio; Fire Chief Jason Dobine; Police Chief Brad Butts; Deputy Director of Administrative Services Jeannette Ortega; City Clerk Robert McKinnell; Interim Deputy City Clerk Nancy Albitre-Seely

INVOCATION: Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Mayor Kirwin

PRESENTATIONS: None

CLOSED SESSION REPORT:
City Attorney/Authority Counsel Bettenhausen reported a discussion on Closed Session Items 1 and 2. There was no reportable action.

CITY ADMINISTRATOR REPORT: None

ORAL COMMUNICATIONS:
John Beltran requested the City prioritize street repairs over non-essential capital projects, citing community concerns, public health impacts, and the importance of demonstrating visible progress.

Trudi Des Roches, Yorba Linda Water District Director, provided an update on upcoming water system projects in Placentia, including the Golden Avenue water line extension, fire flow improvements, and infrastructure upgrades. She also announced the District's Budget Workshop scheduled for February 25, 2025.

Scott King expressed appreciation for recent street improvements, requested prioritization of repairs in the Ponderosa tract, raised concerns regarding damaged city trees and the cost of non-essential projects such as the Kramer Park fountain, and recommended Staff conduct on-site evaluations prior to making project decisions.

Mark Hammel expressed concern about hazardous sidewalk conditions on Rio Grande Avenue between Potomac and Rogue, particularly for students walking to El Dorado High School, and requested improvements to sidewalk accessibility and surrounding street conditions.

Craig Green clarified his compliance with ethics requirements in relation to his reappointment to the Orange County Mosquito and Vector Control Board and defended his support of former City Administrator Arrula and expressed concern over remarks he believed questioned his personal integrity.

CITY COUNCIL/BOARD MEMBER COMMENTS:
Councilmember Smith announced that the City is currently accepting applications for various commissions and committees, including the Financial Audit Oversight Committee, Heritage Festival Committee, Planning Commission, Streetscape and Transportation Advisory Commission, and the Orange County Mosquito and Vector Control District. Additional information is available on the City's website or through the City Clerk's Office. He reported attendance at the following meetings and events, the Orange County Council of Governments (OCCOG) meeting, a Metrolink coordination meeting with Orange County Transportation Authority (OCTA) and BNSF Railway, the Bridges at Kraemer Place Community Advisory Board (as Chair), the La Placita Park ribbon cutting, and the Miss Placentia/Miss Yorba Linda Scholarship Program.

Councilmember Hummer praised the La Placita Park ribbon cutting and announced City facilities will be closed on February 17, 2025, for Presidents' Day. He stated street sweeping will be canceled, trash pickup will continue, and non-emergency Public Works issues can be reported to (714) 993-8111.

Councilmember Yamaguchi congratulated the Placentia Library on the groundbreaking of its new outdoor space and reported meeting with an AI startup exploring smart city technology that uses vehicle-mounted cameras to detect infrastructure issues such as potholes, streetlight outages, and road conditions.

Mayor Pro Tem Wanke reported attending the Association of California Cities – Orange County Board Installation and the Orange County Sanitation District (OC San) Board meetings. He addressed Item 1e, clarifying the street signal synchronization project is essential for traffic flow and emphasized efforts to pause non-essential spending and prioritize infrastructure funding.

Mayor Kirwin reflected on community events, praised youth leadership, and expressed appreciation for local scholarship programs.

1. CONSENT CALENDAR (Items 1.a through 1.c):
City Attorney/Authority Counsel Bettenhausen requested Item 1.f be pulled and removed from the agenda. Motion by Yamaguchi, seconded by Smith, and carried a 5-0 vote, to remove Item 1.f from the agenda and approve the balance of the Consent Calendar, as recommended.

1.a. CONSIDERATION TO WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS
Recommended Action: It is recommended that the City Council:
Approve
(Approved 5-0, as recommended)

1.b. CITY FISCAL YEAR 2024-25 REGISTERS FOR FEBRUARY 4, 2025
Check Register
Fiscal Impact: $ 1,485,205.11
Electronic Disbursement Register
Fiscal Impact: $ 3,850,687.84
Recommended Action: It is recommended that the City Council:
Receive and file
(Approved 5-0, as recommended)

1.c. MINUTES OF CITY COUNCIL/SUCCESSOR/ICDA/PPFA SPECIAL MEETINGS OF OCTOBER 3, 2024, AND OCTOBER 28, 2024
Recommended Action: It is recommended that the City Council:
Approve
(Approved 5-0, as recommended)

1.d. APPROVAL TO REPLACE EXISTING DOOR ACCESS CONTROL SYSTEM FOR CITY HALL, POLICE DEPARTMENT AND FIRE ADMINISTRATION BUILDINGS
Fiscal Impact:

Expense:	$163,971.49	Total Project Amount
	$146,337.72	Equipment Purchase and Labor Total
	$ 17,633.77	Project Contingency Amount
Budget:	$185,000.00	FY 2024-25 CIP Budget (796509-6840)

Recommended Action: It is recommended that the City Council:
1. Authorize the replacement of the existing Stanley PAC door access control system to cloud based, Open Path Access Control system; and
2. Approve the selection of ASSI Security, the City's current provider of the same cloud-based system being installed at the new Public Safety Building, to supply and install the new access control system; and

3. Approve a contingency budget of 10% of the total project cost to cover unforeseen change requests and expenses; and
4. Authorize the Interim City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.e. COOPERATIVE AGREEMENT FOR THE KRAEMER BOULEVARD/GLASSELL STREET/GRAND AVENUE CORRIDOR REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

Fiscal Impact:
Expense: $191,950.00 City's Share of Project Cost
Budget: $191,950.00 To be included in the FY 25-26 CIP Budget
Recommended Action: It is recommended that the City Council:

1. Approve Cooperative Agreement for the Kraemer Boulevard/Glassell Street/Grand Avenue Project Regional Traffic Signal Synchronization Program between the Cities of Santa Ana, Brea, Placentia, Anaheim, and Orange; and
2. Authorize the Interim City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.f. RESOLUTION APPOINTING RETIRED ANNUITANT DAYLENE ALLIMAN AS A TEMPORARY HUMAN RESOURCES ANALYST TO PERFORM WORK OF A LIMITED DURATION UNDER GOVERNMENT CODE SECTIONS 75522.56 AND 21224

Fiscal Impact:
The Human Resources Analyst is a regularly allocated position within the City's budget. The costs associated with a temporary Human Resources Analyst can be covered in the current year's FY 2024-25 budget.
Recommended Action: It is recommended that the City Council:
Adopt Resolution of the City Council of the City of Placentia, California Certifying the Human Resources Analyst Classification as a critically needed position and appointing Daylene Alliman as a temporary Human Resources Analyst Pursuant to Government Code Sections 75522.56 and 21224
(Item 1.f was pulled and removed from the agenda)
City Attorney/Authority Counsel Bettenhausen requested Item 1.f be pulled and removed from the agenda.

Motion by Yamaguchi, seconded by Smith, and carried a 5-0 vote, to pull and remove Item 1.f from the agenda.

2. PUBLIC HEARING:

2.a. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AMENDING CHAPTER 10.56 "GRAFFITI" OF TITLE 10 "PEACE, MORALS AND SAFETY" OF THE PLACENTIA MUNICIPAL CODE RELATING TO THE PREVENTION, ENFORCEMENT, AND ABATEMENT OF GRAFFITI, AND RECOVERING COSTS RELATED THERETO

Fiscal Impact: No immediate impact. Potential for increased revenue.
Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing concerning Ordinance No. O-2025-01, an Ordinance of the City Council of the City of Placentia, California amending Sections 10.56.010, 10.56.020, 10.56.060, and 10.56.070 (Chapter 10.56 "Graffiti" of Title 10 "Peace, Morals and Safety") relating to the prevention, enforcement, and abatement of graffiti, and recovering costs related thereto; and
2. Receive the Staff Report and consider all Public Testimony; and
3. Close the Public Hearing; and
4. Waive full reading, by title only, and introduce and adopt Ordinance No. O-2025-01, amending PMC Title 10 related to graffiti abatement. Open the Public Hearing concerning the

transfer of unclaimed payroll and accounts payable checks to the General Fund, consider all public testimony, ask questions of staff, and close the public hearing; and

(Approved 5-0, to introduce and have first reading by title only of Ordinance O-2025-01 with amended sections)

Mayor Kirwin opened the Public Hearing at 7:32 p.m.

Interim City Administrator Hatch introduced Director of Development Services Joe Lambert, who presented the item and invited Code Enforcement Supervisor Daniel Pivaroff to provide details on the ordinance.

Mayor Kirwin opened public comment.

John Beltran expressed concerns that anti-graffiti coatings are ineffective, expensive, difficult to maintain, and aesthetically unappealing. He emphasized the need for a balanced approach to graffiti prevention that does not place an undue burden on either the City or property owners.

Mayor Kirwin closed the Public Hearing at 7:51 p.m.

A discussion was held about the proposed ordinance changes and provided Staff with direction regarding the amended sections.

Motion by Yamaguchi, seconded by Smith, and carried a 5-0 vote, to introduce and have first reading by title only of Ordinance O-2025-01 with amended sections.

3. REGULAR AGENDA:

3.a. APPOINTMENTS TO THE CENTENNIAL STEERING COMMITTEE FOR THE CITY'S UPCOMING CENTENNIAL IN 2026

Fiscal Impact: At this time there is no fiscal impact associated with the creation of the Committee.

Recommended Action: It is recommended that the City Council:

1. Formally appoint one (1) City Council Member to serve on the Centennial Steering Committee; and
2. Approve the appointment of City Council Member and Placentia Rotary Member Ward Smith to the Centennial Steering Committee on behalf of the City Council and the Rotary Club of Placentia; and
3. Approve the appointment of Historical Committee Members Bonnie Carren and Kathy Frazee to the Centennial Steering Committee per the recommendation of the Historical Committee; and
4. Approve the appointment of Park, Arts, and Recreation Commissioner Tricia Montelongo to the Centennial Steering Committee per the recommendation of the Park, Arts, and Recreation Committee; and
5. Approve the appointment of Placentia Chamber of Commerce Executive Director Michele Severson to the Centennial Steering Committee on behalf of the Placentia Chamber of Commerce; and
6. Approve the appointment of Placita Santa Fe Merchants Association President Rosalina Davis to the Centennial Steering Committee on behalf of the Placita Santa Fe Merchants Association; and
7. Approve the appointment of Heritage Committee Member Kenny Binnings to the Centennial Steering Committee on behalf of the Heritage Committee; and
8. Approve the appointment of Placentia Library District Assistant Director Yesenia Baltierra to the Centennial Steering Committee on behalf of the Placentia Library District; and
9. Approve the appointment of Kiwanis Club President James Kissinger to the Centennial Steering Committee on behalf of the Kiwanis Club of Placentia; and

10. Approve the appointment of Art Castillo to the Centennial Steering Committee in representation of Council District 2 per the recommendation of Mayor Kirwin (District 2).

(Approved 5-0, as recommended)
Motion by Wanke, seconded by Yamaguchi, and carried a 5-0 vote, to approve Item 3.a., as recommended.

CITY COUNCIL/BOARD MEMBERS REQUESTS:
Councilmember Yamaguchi thanked the IT team for improving access control to the building.

Mayor Kirwin requested a future discussion on facilitating cooperation between the City and property owners in addressing graffiti issues, including potential cost-sharing or reimbursement programs.

ADJOURNMENT:
The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 7:59 p.m., to a regular City Council meeting on Tuesday, February 18, 2025, at 5:30 p.m.

_____
Kevin Kirwin, Mayor/Agency Chair

ATTEST:

_____
Robert S. McKinnell, City Clerk/Agency Secretary

Placentia City Council Regular Meeting
Placentia City Council Acting as Successor Agency to the Placentia Redevelopment Agency, Placentia Industrial Commercial Development Authority, Placentia Public Financing Authority

MINUTES
FEBRUARY 18, 2025
City Council Chambers - 401 E. Chapman Avenue, Placentia, CA

MINUTES OF THE PLACENTIA CITY COUNCIL CLOSED SESSION MEETING – 5:00 PM

CALL TO ORDER: Mayor Kirwin called the meeting to order at 5:00 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Hummer, Smith, Yamaguchi, Wanke, Kirwin
ABSENT: None

ORAL COMMUNICATIONS:
City Clerk McKinnell stated the City Clerk's Office received no public comment for the Closed Session.

CLOSED SESSION PROCEEDINGS:
City Clerk McKinnell announced the Closed Session matters and cases.

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representatives:	Thomas Hatch, Interim City Administrator
	Alice Burnett, Director of Human Resources
Employee Organizations:	Placentia City Employees Association (PCEA)
	Placentia Firefighters Association (PFA)
	Placentia Fire Management Association (PFMA)
	Placentia Police Management Association (PPMA)
	Placentia Police Officers Association (PPOA)
	Unrepresented Employees

2. Pursuant to Government Code Section 54956.9(d)(2)
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(1 case)

3. Pursuant to Government Code Section 54957(b)(1):
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Interim City Administrator

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

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

CALL TO ORDER: Mayor Kirwin called the meeting to order at 7:00 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Hummer, Smith, Yamaguchi, Wanke, Kirwin
ABSENT: None

STAFF PRESENT:
City Attorney/Authority Counsel Christian Bettenhausen; Interim City Administrator Thomas Hatch; Deputy City Administrator Rosanna Ramirez; Director of Community Services Lydie Gutfeld; Director of Development Services Joe Lambert; Director of Finance Jennifer Lampman; Director of Human Resources Alice Burnett; Director of Public Works Chris Tanio; Fire Chief Jason Dobine; Police Chief Brad Butts; Deputy Director of Administrative Services Jeannette Ortega; City Clerk Robert McKinnell; Interim Deputy City Clerk Nancy Albitre-Seely

INVOCATION: Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Brian Peña, 6th Grader from OCSCS

CLOSED SESSION REPORT:
City Attorney/Authority Counsel Bettenhausen reported a discussion was held on the Closed Session items. There was no reportable action.

PRESENTATIONS: None

CITY ADMINISTRATOR REPORT: None

ORAL COMMUNICATIONS:
Heather Gapik thanked the City Council for supporting pickleball courts and noted their positive impact on community connection and local businesses.

Aaron Mills expressed appreciation for the pickleball courts and lighting improvements and raised concerns about parking and traffic.

Randy Houston, President of the Orange County Law Enforcement Emerald Society, thanked the City Council for its support and requested a waiver of city fees for their event.

Brenda Classen thanked the City Council for the pickleball courts and shared her gratitude for the opportunity to stay active at 82 years old.

Mark Hammel thanked the City Council for sidewalk repairs and urged attention to ongoing street issues, particularly in North Palm Village.

David Tsai expressed concerns about the Chick-fil-A project at Rose and Alta Vista, citing privacy and safety issues due to elevation and landscaping.

Andrew Kadera thanked the City Council for supporting pickleball and shared how it has enriched his life and strengthened community ties.

Steve Nakanishi thanked the City Council for supporting pickleball and highlighted its positive impact on his life and his students.

Guillermo Noffal expressed appreciation for the pickleball courts and shared how the sport has enhanced his life and community connections.

John Beltran voiced concerns about poor road conditions and urged the City Council to prioritize street repairs over non-essential projects.

Stephanie Turner expressed frustration over neglected street maintenance and urged the City Council to prioritize road repairs.

Dave Salamone raised concerns about the Chick-fil-A development, citing privacy, safety, and noise issues, and urged the City Council to implement safeguards.

CITY COUNCIL/BOARD MEMBER COMMENTS:
Councilmember Smith reported his attendance at the Southern California Association of Governments (SCAG) Transportation Committee meeting.

Councilmember Hummer announced the City is now hiring for Community Services summer jobs, including part-time positions as community service leaders and lifeguard staff for recreation and aquatics programs. Please visit City's website or call Human Resources at 714-993-8141, for more information.

Councilmember Yamaguchi reported he toured city facilities with the Director of Community Services Lydie Gutfled, discussed the pickleball courts, potential dog park locations, and alternative facility uses. He mentioned the ongoing discussions on the Chick-fil-A project and promised to keep residents updated via email.

Mayor Pro Tem Wanke announced the City's Free Shredding and E-waste Recycling event on Saturday, March 15th, from 8:00 a.m. to 11:00 a.m. at the Civic Center parking lot. He reported his attendance at the Orange County Sanitation District Administration Committee meeting.

Mayor Kirwin emphasized the importance of the public's input, acknowledged the challenges of budget constraints, and expressed appreciation for the early and transparent budget review process.

1. CONSENT CALENDAR (Items 1.a through 1.c):
Motion by Wanke, seconded by Yamaguchi, and carried a 5-0 vote, to approve the Consent Calendar, as recommended.

1.a CONSIDERATION TO WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS
Recommended Action: It is recommended that the City Council:
Approve
(Approved 5-0, as recommended)

1.b CITY FISCAL YEAR 2024-25 REGISTERS FOR FEBRUARY 18, 2025
Check Register
Fiscal Impact: $1,319,248.12
Electronic Disbursement Register
Fiscal Impact: $1,924,528.93
Recommended Action: It is recommended that the City Council:
Receive and file
(Approved 5-0, as recommended)

1.c SECOND READING AND ADOPTION OF ORDINANCE NO. O-2025-01, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AMENDING CHAPTER 10.56 "GRAFFITI" OF TITLE 10 "PEACE, MORALS AND SAFETY" OF THE PLACENTIA MUNICIPAL CODE RELATING TO THE PREVENTION, ENFORCEMENT, AND ABATEMENT OF GRAFFITI, AND RECOVERING COSTS RELATED THERETO
Fiscal Impact: No immediate impact. Potential for increased revenue.
Recommended Action: It is recommended that the City Council:
Waive full reading, by title only, and adopt Ordinance No. O-2025-01, an Ordinance of the City Council of the City of Placentia, California amending Sections 10.56.010, 10.56.020, 10.56.060, and 10.56.070

(Chapter 10.56 “Graffiti” of Title 10 “Peace, Morals and Safety”) relating to the prevention, enforcement, and abatement of graffiti, and recovering costs related thereto
(Approved 5-0, as recommended)

2. PUBLIC HEARING:

2.a TRANSFER OF UNCLAIMED PAYROLL AND ACCOUNTS PAYABLE CHECKS TO THE GENERAL FUND

Fiscal Impact:
General Fund Revenue: $25,393.67
Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing concerning the transfer of unclaimed payroll and accounts payable checks to the General Fund, consider all public testimony, ask questions of staff, and close the public hearing; and
2. Adopt Resolution No. R-2025-05 a Resolution of the City Council of the City of Placentia, California, amending the City’s FY 2024-25 Budget.

(Approved 5-0, as recommended)
Mayor Kirwin opened the Public Hearing at 7:53 p.m.

Director of Finance Jennifer Lampman gave a presentation on the item.

Mayor Pro Tem Wanke inquired about efforts to contact potential check recipients beyond the newspaper publication. Director Lampman stated that employees were contacted directly, but businesses were only notified via legal notice, as policy requires no further outreach.

Mayor Kirwin opened public comments. City Clerk McKinnell stated the City Clerk’s Office received no public comment for the item.

Mayor Kirwin closed the Public Hearing at 7:56 p.m.

Motion by Yamaguchi, seconded by Smith, and carried a 5-0 vote, to approve Item 2.a., as recommended.

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

3.a FISCAL YEAR 2024-25 MID-YEAR BUDGET REPORT

Fiscal Impact:

Fund	**Revenues**	**Expenditures**
General Fund	1,168,072	1,878,850
Special Revenue	2,048,076	4,023,231
Capital Projects	-	(2,700)
Enterprise Funds	-	(4,700)
Internal Service Fund	125,086	145,686
Total	**3,341,234**	**6,040,367**

Recommended Action: It is recommended that the City Council:
Approve the Mid-Year Budget Report and adopt Resolution No. R-2025-06, amending the City’s FY 2024-25 Budget, Position Allocation Plan and Salary Schedule.
(Approved 5-0, as recommended)
Director of Finance Jennifer Lampman gave a presentation on the item.

A discussion ensued about the Fiscal Year 2024-25 Mid-Year Budget Report.

Motion by Smith, seconded by Yamaguchi, and carried a 5-0 vote, to approve Item 3.a., as recommended.

3.b FISCAL YEAR 2025-26 CAPITAL IMPROVEMENT PROGRAM

Fiscal Impact:
The fiscal impact will be determined with final adoption of the Fiscal Year 2025-26 CIP Budget.
Recommended Action: It is recommended that the City Council:

1. Provide Staff direction for using 40% or 50% of Measure U towards infrastructure; and
2. Confirm use of Measure U funding towards Staff identified critical projects (Fuel Tank & Golden Ave Bridge); and
3. Direct Staff to work with consultant to prioritize street projects and return to Council with recommendations.

(Approved 5-0, as recommended)
Director of Public Works Chris Tanio gave a presentation on the item.

A discussion ensued about the allocation of Measure U funds and prioritization of street projects.

Motion by Wanke, seconded by Yamaguchi, and carried a 5-0 vote, directing Staff to use 50% of Measure U funds for infrastructure, confirm funding for the Golden Avenue bridge project, and work with a consultant to prioritize street projects with a focus on Area 3 of the Pavement Condition Index (PCI) map.

CITY COUNCIL/BOARD MEMBERS REQUESTS:
Mayor Kirwin requested a study session to explore cost-effective locations for additional pickleball courts and suggested involving community members in a site visit to identify potential areas, such as existing concrete spaces.

ADJOURNMENT:
The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:25 p.m., to a regular City Council meeting on Tuesday, March 4, 2025, at 5:30 p.m.

_____
Kevin Kirwin, Mayor/Agency Chair

ATTEST:

_____
Robert S. McKinnell, City Clerk/Agency Secretary

Agenda Item No: 1.c

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 2, 2025
Submitted by: Christian Bandley
From: Finance

Subject:
REGISTERS FOR DECEMBER 2, 2025

Financial Impact:
Check Register
Fiscal Impact: $709,241.89
Electronic Disbursement Register
Fiscal Impact: $1,299,899.18

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

Attachments
Check Register 11-6-25.pdf
Check Register 11-13-25.pdf
EFT-ACH Register 11-13-25.pdf
EFT-ACH Register 11-6-25.pdf

City of Placentia
Check Register 11/6/25

Name	Memo	Amount	Check Number	Date
V001780 YORBA REGIONAL ANIMAL HOSPITAL	K9 Medical Services - Zero	601.13	136286	11/6/2025
V002003 WRIGHT LAW	Professional Legal Services	28,035.00	136285	11/6/2025
V002003 WRIGHT LAW	Professional Legal Services	720.00	136284	11/6/2025
V000835 Vulcan Materials Co	Paving Materials	970.66	136283	11/6/2025
V001740 VERIZON WIRELESS	572549101-0001	1,859.21	136282	11/6/2025
V001740 VERIZON WIRELESS	Acct 572549101-00003	56.22	136281	11/6/2025
V001732 US BANK PARS #6746022400	PARS PE10/25, PD10/31	3,718.64	136280	11/6/2025
V000639 ULINE	Storage Cabinet for range	6,463.97	136279	11/6/2025
V000639 ULINE	Haz Mat Supplies	356.83	136278	11/6/2025
V001697 TRAFFIC MANAGEMENT	Heritage Equipment Rental	8,993.90	136277	11/6/2025
V001678 THINKSUPPLIES.COM	Office Supplies	145.71	136276	11/6/2025
V001675 THE SAUCE CREATIVE SERVICES	PYB Postcards Fall 2025	397.30	136275	11/6/2025
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for IT, Desktop Support Analyst	4,548.92	136274	11/6/2025
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for Finance, Accounting Tech	4,133.12	136273	11/6/2025
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for IT, Desktop Support Analyst	2,633.40	136272	11/6/2025
V000638 T-MOBILE	Acct 990643611 - Devices & Data	2,470.10	136271	11/6/2025
V001567 SECO ELECTRIC & LIGHTING INC	City Hall/Library Lighting Repairs	2,483.44	136270	11/6/2025
V001567 SECO ELECTRIC & LIGHTING INC	Purchase of materials	426.08	136269	11/6/2025
V002092 PYLUSD - FACILITIES	10/16 Performing Arts Center Usage	783.50	136268	11/6/2025
V001488 PSYCHOLOGICAL CONSULTING ASSOCIATES INC	PRE EMPLOYMENT EVALS - J. Rivas	924.00	136267	11/6/2025
V001473 PREMIER FIRST RESPONDER PSYCHOLOGICAL SERVICES	Oct Therapy Services	450.00	136266	11/6/2025
V001445 PEST OPTIONS INC	Service site at Champions Sports Complex	690.00	136265	11/6/2025
V001443 PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS INC	Video Monitoring - Pedestrian Bridge	2,880.00	136264	11/6/2025
V001424 PARKHOUSE TIRE INC	FY 25-26: Tires for City Vehicles	1,953.90	136263	11/6/2025
V001406 ORANGE COUNTY TREASURER TAX COLLECTOR	Parcel 346-331-03 Secured Property Tax	51,278.38	136262	11/6/2025
V001338 MUNICIPAL EMERGENCY SERVICES INC	Uniforms	747.80	136261	11/6/2025
V001338 MUNICIPAL EMERGENCY SERVICES INC	Fire Uniforms	747.80	136260	11/6/2025
V001327 MKC PRINTING	Placentia Youth Basketball Jerseys Reissue Check	182.00	136259	11/6/2025
V001322 MINUTEMAN PRESS	Veterans Banners	1,743.26	136258	11/6/2025
V001318 MIKE RAAHAUGES SHOOTING ENTERPRISE	10/21 Pistol Range Usage - SWAT	125.00	136257	11/6/2025
V001305 MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LL(	EMS Supplies	1,011.09	136256	11/6/2025
V001301 MCFADDEN-DALE HARDWARE CO.	Facilities Repair Supplies	77.90	136255	11/6/2025
V001262 LN CURTIS & SONS	PD Uniforms - Contreras	1,036.00	136254	11/6/2025
V001262 LN CURTIS & SONS	Fire Operations	4,353.62	136253	11/6/2025
V001232 LA HABRA FENCE CO INC	McFadden Park - Fence Section Replacement	891.00	136252	11/6/2025
V001862 IOTUM INC.	Callbridge Subscription 11/1-11/30	271.18	136251	11/6/2025
V001161 IMPERIAL SPRINKLER SUPPLY	FY 25-26: Irrigation Supplies	3,620.36	136250	11/6/2025
V001161 IMPERIAL SPRINKLER SUPPLY	FY 25-26: Irrigation Supplies	1,920.06	136249	11/6/2025
V001125 HDL COREN & CONE	Contract Services Property Tax FY 25-26	4,184.21	136248	11/6/2025
V001120 HALO CONFIDENTIAL INVESTIGATIONS LLC	Oct PD Training Mgmt	2,421.93	136247	11/6/2025
V001117 GST GOLDEN STAR TECHNOLOGY INC	Contract 31601 - iland secure with Veeam	6,000.00	136246	11/6/2025
V001086 GLASBY MAINT. SUPPLY CO.	Soap dispenser for Parque de Los Ninos	90.21	136245	11/6/2025
V001075 GALLS LLC	Fire Uniforms	1,788.16	136244	11/6/2025
V001067 FRANCHISE TAX BOARD	FTB PE10/25, PD10/31/25	57.73	136243	11/6/2025
V001061 FORENSIC NURSE SPECIALISTS INC	SART Exam DR#25-03682	1,700.00	136242	11/6/2025
V001061 FORENSIC NURSE SPECIALISTS INC	SART Exam DR#25-02765	1,500.00	136241	11/6/2025
V001810 FIRST AMERICAN DATA TREE LLC	October 2025 Bulk Data Solution	566.67	136240	11/6/2025
V001029 FACTORY MOTOR PARTS	FY 25-26: Vehicle Repair Parts	201.14	136239	11/6/2025
V001029 FACTORY MOTOR PARTS	FY 25-26: Vehicle Repair Parts	247.81	136238	11/6/2025
V001007 EMPLOYMENT DEVELOPMENT DEPT	Account ID 932-0054-1 Unemployment Insurance Benefit Charge for period 7/1/2025 to 9/30/2025	3,738.00	136237	11/6/2025
V000955 DEPARTMENT OF JUSTICE	Sept Livescan Processing	511.00	136236	11/6/2025
V000952 DENNIS GRUBB & ASSOCIATES LLC	Fire Operations	2,930.00	136235	11/6/2025
V001794 COUNTY OF ORANGE	Sept AFIS Services	2,669.51	136234	11/6/2025

City of Placentia
Check Register 11/6/25

V000902 COMLOCK	Set of keys for Gomez Center	136.63	136233	11/6/2025
V002056 COATS PRODUCTS INC	Vehicle Maintenance	151.71	136232	11/6/2025
V000894 COAST EMS LLC	EMS Supplies	81.40	136231	11/6/2025
V000873 CITY OF BREA	Business Cards Public Works: Samantha Byfield	14.74	136230	11/6/2025
V000861 CHARTER COMMUNICATIONS	Spectrum Acct 189952201	5,524.57	136229	11/6/2025
V000861 CHARTER COMMUNICATIONS	Spectrum Acct 189080101	1,174.72	136228	11/6/2025
V001827 CARDIO PARTNERS INC	Fire Training Supplies	1,509.40	136227	11/6/2025
V001833 CALIFORNIA WATERS DEVELOPMENT INC	Gomez Pool Repairs	1,380.00	136226	11/6/2025
V001878 BEST 5TH AVE INC	Oct PD Dry Cleaning Services	891.11	136225	11/6/2025
V000766 BEAR ELECTRICAL SOLUTIONS INC	Traffic Signal Maintenance Routine Aug 2025	3,665.00	136224	11/6/2025
V000766 BEAR ELECTRICAL SOLUTIONS INC	Traffic Signal Maintenance: Aug Response	3,559.00	136223	11/6/2025
V000752 BADGE FRAME INC	PD Org Chart Name Tags	439.00	136222	11/6/2025
V000616 AT&T	AT&T Charges September - October 2025	13,261.46	136221	11/6/2025
V000716 ANAHEIM SCREEN & GLASS	Purchase & Install of privacy film	2,499.71	136220	11/6/2025
Total		207,595.30		

City of Placentia
Check Register 11/13/25

Name	Memo	Amount	Check Number	Date
V000641 WELLS FARGO VENDOR FIN SERV	Kyocera Printer Lease Customer # 3691949048	6,675.61	136359	11/13/2025
V002061 TWIST AND SHOUT EVENTS, INC	Tamale Festival 2025 Entertainment	1,641.50	136358	11/13/2025
V001715 TURBO DATA SYSTEMS INC	Oct bParking Citation Services	2,893.57	136357	11/13/2025
V001701 TRANSUNION RISK & ALTERNATIVE	Oct Database Transactions	180.65	136356	11/13/2025
V001691 TOP BALLERS HENRY PARK	Refund Rental Fees #2004734.002	1,390.00	136355	11/13/2025
V000326 TLC Animal Removal Services	FY 25-26: Dead Animal Removal Services	600.00	136354	11/13/2025
V001678 THINKSUPPLIES.COM	Office Supplies	22.38	136353	11/13/2025
V001678 THINKSUPPLIES.COM	Office Supplies	29.84	136352	11/13/2025
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for IT, Desktop Support Analyst	2,633.40	136351	11/13/2025
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for IT, Desktop Support Analyst	4,029.17	136350	11/13/2025
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for Finance, Accounting Tech	1,915.52	136349	11/13/2025
V001658 TEAM ONE MANAGEMENT	FY 25/26 - Janitorial Services for Park Restrooms for October 2025	7,274.75	136348	11/13/2025
V001653 TANGO TANGO INC	Annual Subscription for 2025-2026	2,995.00	136347	11/13/2025
V001645 SWANK MOTION PICTURES INC	Movies in the Park - The Goonies	3,825.00	136346	11/13/2025
V002096 STEPHANIE GARCIA	Damage Deposit Refund	180.00	136345	11/13/2025
V000636 SOUTHERN CALIFORNIA EDISON	SCE Charges - Oct 2025	37,433.34	136344	11/13/2025
V000636 SOUTHERN CALIFORNIA EDISON	SCE Charges - Oct 2025	36,317.46	136343	11/13/2025
V001588 SITEONE LANDSCAPE SUPPLY LLC	Landscape materials	1,391.72	136342	11/13/2025
V002013 SELMAN & COMPANY LLC	Ward Smith - Life Policy Coverage for November 2025	5.00	136341	11/13/2025
V001567 SECO ELECTRIC & LIGHTING INC	Light Repairs - Champions Sports Complex	260.00	136340	11/13/2025
V001549 SAGECREST PLANNING AND ENVIRONMENTAL	October 2025 On-Call Building Inspection Services	3,367.60	136339	11/13/2025
V000634 SAFETY-KLEEN CORP	City Vehicle Repair - Parts and Supplies	332.07	136338	11/13/2025
V002097 REDBOY PRODUCTIONS	Native American Presentation - Tamale 2025	1,000.00	136337	11/13/2025
V001503 QUALITY AUTO GLASS	Glass replacement for Dodge Charger	669.60	136336	11/13/2025
V001460 PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRIC	Heritage 2025 - Shuttles	1,255.00	136335	11/13/2025
V001427 PARS	Annual Asset Fee (prorated monthly) for September	518.19	136334	11/13/2025
V001421 PACIFIC WEST AIR CONDITIONING	FY 25-26: HVAC Maintenance Public Works	2,317.00	136333	11/13/2025
V001421 PACIFIC WEST AIR CONDITIONING	FY 25-26: HVAC Community Services Facilities	2,070.00	136332	11/13/2025
V001916 ORCHIDS LITTLE SECRET BOUTIQUE	Wreath for Veterans Day Event	244.68	136331	11/13/2025
V001406 ORANGE COUNTY TREASURER TAX COLLECTOR	NPDES Water Quality Share Agreement with County (D02-048)	85,354.10	136330	11/13/2025
V001406 ORANGE COUNTY TREASURER TAX COLLECTOR	OCTOBER 2025 PARKING CITATIONS	8,987.00	136329	11/13/2025
V002035 OCY MANAGEMENT LLC	Senior Transportation Services for October 2025	10,485.05	136328	11/13/2025
V001346 NAPA AUTO PARTS	Fleet Vehicles Repair and Supplies FY 25-26	11.91	136327	11/13/2025
V001785 MINUTEMAN PRESS COVINA	PD Business Cards	172.64	136326	11/13/2025
V001307 MCPEEKS CDJR OF ANAHEIM	Fleet Materials	64.84	136325	11/13/2025
V001302 MCA DIRECT LLC	Minute Books	714.58	136324	11/13/2025
V001289 MARIPOSA LANDSCAPES INC	FY 25-26 Citywide landscape maintenance: October 2025	19,460.87	136323	11/13/2025
V001161 IMPERIAL SPRINKLER SUPPLY	CS Irrigation Supplies - FY 25/26	147.98	136322	11/13/2025
V001138 HIRSCH PIPE AND SUPPLY	Restroom repairs at Koch Park	462.30	136321	11/13/2025
V001123 HAZ PARTY RENTALS	Tables and Chairs Rental - Heritage Festival 2025	5,908.97	136320	11/13/2025
V001120 HALO CONFIDENTIAL INVESTIGATIONS LLC	Oct PD Background Screenings	6,639.50	136319	11/13/2025
V001094 GOLDEN STATE WATER COMPANY	FY 25-26 Water Charges Oct 2025	48,139.65	136318	11/13/2025
V001075 GALLS LLC	Fire Uniforms	356.50	136317	11/13/2025
V000408 FRANK PEREZ	Reimbursement for Car Show Prizes 2025	335.17	136316	11/13/2025

City of Placentia
Check Register 11/13/25

V001049 FIREMASTER	Fire Extinguisher Maintenance and refill	790.00	136315	11/13/2025
V001031 FAIRWAY FORD	FY 25-26: Vehicle Repair Parts/Services	76.89	136314	11/13/2025
V001029 FACTORY MOTOR PARTS	FY 25-26: Vehicle Repair Parts	106.52	136313	11/13/2025
V001009 ENTENMANN-ROVIN CO	PD Badges	747.28	136312	11/13/2025
V001009 ENTENMANN-ROVIN CO	PD Records Badges	314.90	136311	11/13/2025
V002100 EMERGENCY RESPONSE MEDICAL WASTE DISPOSA	Hazardous Material Clean-up DR25-03724	850.00	136310	11/13/2025
V002105 DYLAN CASPERSEN	Pool bond refund: 50-1-797 : 219 Demmer Place	500.00	136309	11/13/2025
V000964 DIAMOND ENVIRONMENTAL SVCS	Restroom and Sink Rental - Heritage Festival 2025	4,323.35	136308	11/13/2025
V000964 DIAMOND ENVIRONMENTAL SVCS	Tuffree Park Portable Restrooms	1,087.00	136307	11/13/2025
V000962 DFS FLOORING INC	FY 25-26: Carpet Cleaning Services: Oct 2025	744.00	136306	11/13/2025
V000946 DAY & NITE DOOR SERVICE	Front door service at the Senior Center	845.00	136305	11/13/2025
V000946 DAY & NITE DOOR SERVICE	FD Rear Bay Door Repairs	2,358.00	136304	11/13/2025
V001794 COUNTY OF ORANGE	Oct OCATS Circuit Support	2,669.51	136303	11/13/2025
V001794 COUNTY OF ORANGE	Oct-Dec 800 MHz Cost Share Allocation	31,199.10	136302	11/13/2025
V000903 COMMERCIAL AQUATIC SERVICES	Pool Maintenance Contract - October	1,500.00	136301	11/13/2025
V000887 CLASSIC GRAPHIX	Car Show Artwork Design - 2025	1,077.50	136300	11/13/2025
V000887 CLASSIC GRAPHIX	Heritage Festival - Car Show Shirts	3,000.30	136299	11/13/2025
V000873 CITY OF BREA	Printing Services - PD Forms	446.71	136298	11/13/2025
V002039 CHAPMAN COAST ROOF CO. INC	Tynes Gym Roof Replacement	105,337.18	136297	11/13/2025
V000823 CALIFORNIA FORENSIC PHLEBOTOMY INC	Oct Blood Draws	2,787.84	136296	11/13/2025
V000800 BUCKNAM INFRASTRUCTURE GROUP INC	PMP Assessment FY 25-26: Sept	7,082.50	136295	11/13/2025
V001798 BRIGHTVIEW LANDSCAPE SERVICES INC	Fixing backflow at parque de los ninos	1,633.33	136294	11/13/2025
V000794 BRENNAN ESTIMATING SERVICES INC	FY 25-26: Fire and Security Alarm Monitoring	906.00	136293	11/13/2025
V000766 BEAR ELECTRICAL SOLUTIONS INC	Traffic Signal Maintenance/Repair: Sept Routine	7,903.44	136292	11/13/2025
V000747 AXIS GENERAL CONTRUCTION INC	FY 25-26: Storm Water Pump Station Maintenance	2,925.00	136291	11/13/2025
V000616 AT&T	AT&T Charges September - October 2025	1,032.83	136290	11/13/2025
V000711 AMTECH ELEVATOR SERVICES	FY 25-26: Elevator Repairs: 9/30/25	627.50	136289	11/13/2025
V000688 ALL CITY MANAGEMENT SERVICES INC.	10/12-10/25 Crossing Guard Services	5,860.80	136288	11/13/2025
V000659 AGA ENGINEERS INC	On Call Traffic Engineering	2,205.00	136287	11/13/2025
Total		501,646.59		

City of Placentia
EFT Register 11/13/25

Vendor	Date	Memo	Amount	EFT Status
V000950 DELL MARKETING L.P.	11/13/2025	PC Upgrades	6,310.81	EFT Payment
V001822 JENKINS GROUP INC.	11/13/2025	Shipping and Proof Changes	1,085.83	EFT Payment
V000629 KRONOS SAASHR, INC	11/13/2025	UKG Subscription	6,629.52	EFT Payment
V001784 VECTORUSA	11/13/2025	Public Safety Bldg Project	76,383.46	EFT Payment
V000622 AMAZON CAPITAL SERVICES	11/13/2025	Invoice #1MMK-X11C-RG3M	1,346.82	EFT Payment
V000799 BUCHALTER	11/13/2025	Professional Legal Services	2,918.50	EFT Payment
V001805 ORACLE AMERICA INC	11/13/2025	ERP Software Quarterly Bills	18,585.00	EFT Payment
V000780 BLUEBEAM INC	11/13/2025	Core Subscription Renewal 11-30-25 to 11-29-26	1,980.00	EFT Payment
V002103 ALBERTO RIVAS, JR.	11/13/2025	Meals for EVOC training	358.00	EFT Payment
V000622 AMAZON CAPITAL SERVICES	11/13/2025	October 2025 Office Supplies	602.72	EFT Payment
V002104 ELIAS L HARLOW	11/13/2025	Meals for EVOC training	358.00	EFT Payment
V000156 JACE EVERTSEN	11/13/2025	Meal reimbursement for POST ICI Core Course	404.00	EFT Payment
V002102 KURT ROEPER	11/13/2025	Meals for EVOC training	358.00	EFT Payment
V002101 NATHAN FLORES	11/13/2025	Meals and Mileage for EVOC training	619.10	EFT Payment
V000583 SAMANTHA WADE	11/13/2025	Meal and mileage reimbursement for FTO Course	463.60	EFT Payment
V000564 FABIAN VALDEZ	11/13/2025	Meals and Mileage for Basic Motorcycle Course	647.52	EFT Payment
V000166 HERMAN FLORES	11/13/2025	Meals and Mileage for FTO Course training	380.40	EFT Payment
V000044 ISAIAS CARAVEZ	11/13/2025	Meals and Mileage for Supervisory Course Training	315.40	EFT Payment
		EFT Total	119,746.68	
		Payroll #2501023 Pay Date 11/14/25	851,439.91	
		Grand Total	971,186.59	

City of Placentia
EFT/ACH Register 11/6/25

Vendor	Date	Memo	Amount	EFT Status
V001173 INTERNAL REVENUE SERVICE	11/6/2025	FED TAX PE10/25, PD10/31	134,700.00	ACH - Paid Online
V001007 EMPLOYMENT DEVELOPMENT DEPT	11/6/2025	CA TAX PE10/25, PD10/31	43,869.14	ACH - Paid Online
V001243 LEADSONLINE LLC	11/6/2025	NightHawk User License	6,277.50	EFT Payment
V001325 MISSION SQUARE	11/6/2025	401A MGMT PE10/25, PD10/31	46,687.61	ACH - Paid Online
V001457 PLACENTIA POLICE MANAGEMENT	11/6/2025	PPFMA PE10/25, PD10/31	1,303.65	EFT Payment
V000367 DAVID MURO	11/6/2025	EMT Reimbursement	152.31	EFT Payment
V000622 AMAZON CAPITAL SERVICES	11/6/2025	Office Supplies	914.43	EFT Payment
V000086 MICHAEL BUTTS	11/6/2025	Oct Toll Road Charges	433.40	EFT Payment
V001341 MUSCO SPORTS LIGHTING	11/6/2025	Control Link Service Fees 2025-2026	950.00	EFT Payment
V001486 PRUDENTIAL OVERALL SUPPLY	11/6/2025	Uniform and Laundry Services: Oct 01, 2025	158.43	EFT Payment
V000531 DUSTIN SUNDAHL	11/6/2025	EMT Reimbursement	162.00	EFT Payment
V000622 AMAZON CAPITAL SERVICES	11/6/2025	Fire Station Supplies	2,106.89	EFT Payment
V001752 WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICES	11/6/2025	PR#2501021 CHILD SUPPORT - WA	737.07	ACH - Paid Online
V000725 ARAMARK REFRESHMENT SERVICES	11/6/2025	Water Filter	2,560.81	EFT Payment
V000856 CENTURY BUSINESS SERVICES INC	11/6/2025	Printer & Copier Contract Charges	4,106.09	EFT Payment
V000622 AMAZON CAPITAL SERVICES	11/6/2025	Amazon - Dispatch	851.25	EFT Payment
V002042 EMERGENCY AMBULANCE SERVICE, INC	11/6/2025	ALS - October 2025	61,667.67	EFT Payment
V002087 CHINOOK MEDICAL GEAR, INC.	11/6/2025	First Aid Supplies	6,516.17	EFT Payment
V001527 RING CENTRAL INC	11/6/2025	Telephone Subscription	7,896.17	EFT Payment
V001694 TOWNSEND PUBLIC AFFAIRS INC.	11/6/2025	To provide legislative advocacy and grant funding services.	6,500.00	EFT Payment
V000135 LUCAS DOCHMASCHEWSKY	11/6/2025	EMT Reimbursement	162.00	EFT Payment
Total			328,712.59	
		Total EFT	102,718.77	
		Total ACH	225,993.82	

Agenda Item No: 1.d

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 2, 2025
Submitted by: Matthew Di Mario
From: Public Works

Subject:
ACCEPTANCE OF TWO RESIGNATIONS FROM THE STREETSCAPE AND TRANSPORTATION ADVISORY COMMISSION AND SOLICIT APPLICATIONS FOR VACANCIES

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

Summary:
The Streetscape and Transportation Advisory Commission (STAC) is comprised of five (5) commission members. The City has received letters of resignation from Streetscape and Transportation Advisory Commissioners Arinder Chadha and Meredith Castillo. This action accepts the above indicated resignations and extends the City's sincere appreciation for their service to the community. In addition, this action directs City Staff to solicit applications for the STAC.

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

1. Accept the resignation of Arinder Chadha from the Streetscape and Transportation Advisory Commission effective November 10, 2025; and
2. Accept the resignation of Meredith Castillo from the Streetscape and Transportation Advisory Commission effective November 18, 2025; and
3. Direct Staff to update the City's master Commission/Committee vacancy list to include two vacancies on the Streetscape and Transportation Advisory Commission and solicit applications.

Strategic Plan Statement:
This item is consistent with the City Council approved Five Year Strategic Plan Goal 4: Increase Community Engagement, as this action will accept the resignation of two STAC members, and will result in opportunities for other community members to serve on the STAC and become engaged with the community.

This item also furthers Goal 8, to Improve City Governance as the five-member STAC requires full membership to operate optimally, and this action accepts the resignation of two members and recommends the future appointment of two new Commission members, resulting in a full

five-member Commission.

Discussion:
The Streetscape and Transportation Advisory Commission (STAC) is comprised of five (5) commission members that act in an advisory capacity to the City Council to study, review, and make recommendations with regard to traffic and transportation matters and the removal, planting, or disposition of public trees in the public right of way or on public property. Due to Mr. Chadha's and Mr. Castillo's resignations, positions on the STAC are now open and the vacancies need to be filled. In addition, this action also includes a Staff recommendation to update the City's master Commission/Committee vacancy list to include two vacancies on the STAC and solicit applications.

This action formally accepts the resignation of Mr. Chadha and Mr. Castillo from the STAC. Both Mr. Chadha and Mr. Castillo have served on the STAC since October 2019 and have volunteered their time to the community being part of community projects throughout their time as a Commissioner. The City received email correspondence on November 10, 2025, indicating Mr. Chadha's resignation from the STAC. Written correspondence was received on November 18, 2025, indicating Mr. Castillo's resignation from the STAC.

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

Attachments
Attachment 1 - Chadha Resignation.pdf
Attachment 2 - Castillo Resignation.pdf

Brooke Lovell

To: Anthony Peralta
Subject: RE: Resignation

From: Arinder Chadha [redacted]
Sent: Sunday, November 9, 2025 9:59 AM
To: Anthony Marhoefer [redacted]; Anthony Peralta <aperalta@placentia.org>
Cc: Matthew Rocke [redacted]; Meredith Castillo [redacted]; [redacted]; Frank X. Garza <fgarza@placentia.org>; Christopher Tanio <ctanio@placentia.org>
Subject: Resignation

EMAIL FROM EXTERNAL SOURCE

Don't reply, click on a link or open an attachment unless you recognize the sender and know the content to be safe. If you believe this email to be unsafe, please use the Report Phish button in Outlook and notify the IT department.

Hello All,

It was a pleasure working with you all for the past 10 years, but due to my new move to Fullerton I have given up my Placentia address and will not longer be eligible to serve on the committee.
Hence I wish to tender my resignation as of Monday and wish you the best.
Thank you all for your service.

Arinder Chadha MD MBA FACP

This e-mail is intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or legally protected from disclosure. Dissemination, distribution or copying of this e-mail or the information herein by anyone other than the intended recipient, or an employee or agent responsible for delivering the message to the intended recipient, is strictly prohibited. If you have received this e-mail in error, please call [redacted] and destroy the original message and all copies.

From: Anthony Marhoefer [redacted]>
Sent: Friday, November 7, 2025 12:07 AM
To: Anthony Peralta <aperalta@placentia.org>
Cc: Dr. Arinder Chadha [redacted]; Matthew Rocke [redacted]; Meredith Castillo [redacted] Frank X. Garza <fgarza@placentia.org>; Christopher Tanio <ctanio@placentia.org>
Subject: Re: Streetscape and Transportation Advisory Commission Regular Meeting on Nov. 17, 2025

I am available.

Tony
[redacted]

On Nov 6, 2025, at 12:32 PM, Anthony Peralta <aperalta@placentia.org> wrote:

Good afternoon Streetscape and Transportation Advisory Commissioners,

Please confirm if you will be able to attend the next scheduled meeting for Monday November 17th, 2025 at 6pm in the Front Community Room.

Best regards,

Anthony Peralta | Administrative Assistant | Public Works Department
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
☎ (714) 993-8148 | 🖷 (714) 961-0283| aperalta@placentia.org

<image001.jpg>
Download the iPlacentia Mobile App:
<image002.jpg>
<image003.png>

Follow Us:
<image004.png>

To: Whom it MAY CONCERD.

Subject: Streetscape and Transportation Advisory Commission

From: Meredith Castillo

Date: 11-18-25

Due To circumstances beyond my control I'm Submitting my resignation From This committee as of Today 11-18-25

M Castillo

11-18-25.

RECEIVED
NOV 18 2025
CITY CLERK'S OFFICE
CITY OF PLACENTIA

Agenda Item No: 1.e

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 2, 2025
Submitted by: Jerry Griggs
From: Finance

Subject:
FISCAL YEAR 2024-25 DEVELOPMENT IMPACT FEE REPORT (AB 1600)

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

Summary:
The attached report is prepared to comply with the California Government Code Section 66006, which requires an annual disclosure and review of collected development impact fees and expenditures.

Recommendation:
Recommended Action: It is recommended that the City Council:
Receive and file the Fiscal Year 2024-25 Development Impact Fee Report (AB 1600).

Strategic Plan Statement:
This item does not directly support a strategic plan goal/objective.

Discussion:
California's AB 1600, also known as the Mitigation Fee Act (Government Code section 66000), was established in California on September 19, 1987. AB 1600 requires local governments to create a development impact fee program where the developers are charged fees for building new construction projects. These impact fees are meant to compensate local governments for infrastructure and public facilities that are necessary to support the increased demand resulting from new development, such as roads, schools, parks, and public safety services.

The purpose of the AB 1600 Developer Impact Fee Annual Report (Government Code 66006) is to address several critical needs:

- Identify and describe each type of fee: The annual report must specify each type of development impact fee that was collected during the reporting period. This includes fees for specific purposes like transportation, parks, public safety, or other infrastructure needs.
- Amount of fees collected: Local governments must report the total amount of fees collected during the reporting period for each fee category. This information helps to track the financial resources available for various infrastructure projects.

- Beginning and ending balances: The report should include the beginning and ending balances of each fee category's fund. This helps the public understand how the collected fees were carried over from previous years and how they were spent during the reporting period.
- Amount of interest earned: The annual report must disclose any interest earned from the fees collected. This interest should typically be used for the same purposes as the fees collected.
- Amount of fees expended or to be expended: Local governments are required to detail the expenditures made or to be made from the collected fees. This includes specifying the projects and activities for which the fees are used, providing transparency on how the funds are spent.
- Inter-fund transfers and loans: The report must describe any impact fees that were used for transfers between city funds or for loans, if applicable.
- Amount of refunds made: The report must identify the amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

Furthermore, the Mitigation Fee Act requires an agency to make the following findings every five years:

- Identify the fee's purpose.
- Demonstrate a reasonable relationship between the fee and its purpose.
- Identify all sources and amounts of funding anticipated to complete the financing in incomplete improvements in the fee program.

In summary, the AB 1600 Developer Impact Fee Annual Report is essential for promoting transparency, accountability, informed decision making, legal compliance, public participation, and data- driven planning in the collection and utilization of development impact fees in California. It helps ensure that the funds collected from developers are used for their intended purposes and benefit the communities affected by new construction projects.

Currently, the City of Placentia collects several types of impact payments, and the activities of these programs are captured in dedicated funds. The attached report includes a narrative on the purpose of the fee, how the fee is calculated, fund activity and balance, a listing of projects for the fiscal year ended June 30, 2025, and if applicable, a list of projects any unexpended fees will be used for over the next five-years.

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

Attachments
2024.25 Development Impact Fee Report.pdf

Legal Requirements for Development Impact Fee Reporting

California's AB 1600, also known as the Mitigation Fee Act (Government Code section 66000), was established in California on September 19, 1987. AB 1600 requires local governments to create a developer impact fee program when they impose various development impact fees on new construction projects. These impact fees are meant to fund infrastructure and public facilities that are necessary to support the increased demand resulting from new developments, such as roads, schools, parks, and public safety services. The purpose of the AB 1600 Developer Impact Fee Annual Report (Government Code 66006) is to address several critical needs:

- ***Identify and describe each type of fee:*** The annual report must specify each type of development impact fee that was collected during the reporting period. This includes fees for specific purposes like transportation, parks, public safety, or other infrastructure needs.
- ***Amount of fees collected:*** Local governments must report the total amount of fees collected during the reporting period for each fee category. This information helps to track the financial resources available for various infrastructure projects.
- ***Beginning and ending balances:*** The report should include the beginning and ending balances of each fee category's fund. This helps the public understand how the collected fees were carried over from previous years and how they were spent during the reporting period.
- ***Amount of interest earned:*** The annual report must disclose any interest earned from the fees collected. This interest should typically be used for the same purposes as the collected fees.
- ***Amount of fees expended or to be expended:*** Local governments are required to detail the expenditures made or to be made from the collected fees. This includes specifying the projects and activities for which the fees are used and providing transparency on how the funds are spent.
- ***Administrative costs:*** The annual report should include information about any administrative costs associated with the collection and management of development impact fees. This helps to ensure that the fees collected are primarily used for infrastructure improvements rather than administrative expenses.

In summary, the AB 1600 Developer Impact Fee Annual Report is essential for promoting transparency, accountability, informed decision-making, legal compliance, public participation, and data-driven planning in the collection and utilization of development impact fees in California. It helps ensure that the funds collected from developers are used for their intended purposes and benefit the communities affected by new construction projects.

Currently, the City of Placentia collects several types of impact payments, identified in detail below and the activities of these programs are captured in dedicated funds. Two percent (2%) of funds collected from impact fees support administrative costs.

Park & Recreation- Fund 307

History & Description

Placentia is proud of its extensive park system, and has invested significantly in our Parks Initiative, upgrading and renovating numerous parks. On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a Park and Recreation Impact Fee to be used as a funding source for park development, and community use facility expansion needed to serve new development. Park & Recreation fees were first collected in 2018.

Fund Activity

	2024-2025 Actual
Beginning Balance	$386,196.17
Revenue:	$480,770.15
Allocated Interest	$17,390.81
Expenses:	$142,555.75
Ending Fund Balance	$741,801.38

2024-2025 Projects

1. Kraemer Park Fountain Design (13,667.75)
2. Los Vaqueros Landscape Project (128,888)

Future Activity

1. Citywide restroom renovations ($28,000)
2. McFadden Park playground renovation ($90,000)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan
There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2024-25.

Affordable Housing In-Lieu- Fund 405

History & Description
On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-11 establishing an Affordable Housing In-Lieu Impact Fee.

Fund Activity

	2024-2025 Actual
Beginning Balance	$404.18
Revenue:	
Allocated Interest	
Expenses:	
Ending Fund Balance	404.18

2024-2025 Projects

1. No projects were financed by the Affordable Housing In-lieu fees.

Future Activity
There are currently no planned projects using Affordable Housing In-Lieu fees.

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan
There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2024-25.

Citywide Sewer Impact- Fund 305

History & Description

On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a citywide Sewer Impact Fee to support capital improvements, including updating or replacing sewer lines, necessary due to new development or conversions within the City resulting in increased usage of the City's sewer system.

Fund Activity

	2024-2025 Actual
Beginning Balance	$41,219.64
Revenue:	$226,599.82
Allocated Interest	$4,479.45
Expenses:	
Ending Fund Balance	$272,298.91

2024-2025 Projects

Future Activity

Projects below are included in the seven (7) year Capital Improvement Plan (CIP) and funding from the Sewer Impact fee fund will be determined in the years those projects are scheduled based on funds available.

1. Old Town Sewer project (FY25/26)
2. Sewer capacity projects (FY27/28)
3. Pipeline rehab projects (FY26/27)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan

There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)

No refunds were made during Fiscal Year 2024-25.

Citywide Traffic Impact- Fund 303

History & Description

On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a citywide Traffic Mitigation Impact Fee to fund capital improvements to the traffic circulation system resulting from new development and/or conversions. First fees collected 2018.

Fund Activity

	2024-2025 Actual
Beginning Balance	$198,421.48
Revenue:	$272,009.33
Allocated Interest[1]	$9,661.56
Expenses:	$23,309.00
Ending Fund Balance	$456,783.37

2024-2025 Projects

1. Caltrans sustainability Active Transportation Plan ($23,309)

Future Activity

1. Orangethorpe traffic signal synchronization ($8,000)
2. Rose /Tustin regional traffic signal synchronization ($100,000)
3. Traffic signal back-up batteries ($10,000)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan

There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2024-25.

Citywide Storm Drain Impact- Fund 306

History & Description
On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a citywide Storm Drain Impact Fee to maintain an acceptable level of storm drainage from all areas of the City of Placentia. First fees collected 2018.

Fund Activity

	2024-2025 Actual
Beginning Balance	$26,158.91
Revenue:	$13,690.06
Allocated Interest[1]	$702.66
Expenses:	$25,000.00
Ending Fund Balance	$15,551.63

2024-2025 Projects
1. FY 23-24 Roadway Rehab Construction

Future Activity
1. Seaview Circle storm drain (FY26/27)
2. Kevin Way storm drain improvement (FY27/28)
3. Sunset Drive storm drain improvement (FY27/28)
4. Kraemer Park storm drain improvement (FY27/28)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan
There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2024-25.

Police Impact- Fund 301

History & Description
On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a Public Safety Mitigation Impact Fee to support capital equipment urgently needed for the city's police and fire protection facilities to maintain the existing levels of police and fire protection services to all areas of the City of Placentia. Pursuant to Resolution R-2023-20, the Public Safety Impact fee has been divided into Animal Shelter, Police and Fire Impact fees.

Fund Activity

	2024-2025 Actual
Beginning Balance	$98,220.98
Revenue:	$157,286.77
Allocated Interest[1]	$4,830.78
Expenses:	$14,543.79
Ending Fund Balance	$245,794.74

2024-2025 Projects
1. Refurbish Police Department armory ($12,215.91)
2. Fire Station 1 generator replacement ($1,575)

Future Activity
1. Fire Station No. 1 garage doors ($40,000)
2. Refurbish Police Department motorcycle barn ($25,000)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan

There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2024-25

Citywide Affordable Housing- Fund 304

History & Description
On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-11 establishing a citywide Affordable Housing Impact Fee to provide housing affordable to extremely low income, very low income, lower income, and moderate income households in the city, consistent with the goals and policies contained in the city's housing element and for administration and compliance monitoring of the affordable housing program.

Fund Activity

	2024-2025 Actual
Beginning Balance	$1,171,924.96
Revenue:	$1,044,433.10
Allocated Interest[1]	$48,834.80
Expenses:	$3,835.00
Ending Fund Balance	$2,261,357.86

2024-2025 Projects

1. Professional services relating to affordable housing and demolition and asbestos removal relating to red tag property for future affordable housing use.

Future Activity
There are currently no planned projects using Affordable Housing Impact Fees.

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan
There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2024-25.

Quimby In-Lieu- Fund 302

History & Description
On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a Quimby In-Lieu Impact Fee and/or dedication of parkland as a condition of approval of tentative map or parcel map to support additional park facilities needed to accommodate future growth and maintain an acceptable level of existing park and recreational facilities for all areas of the city of Placentia. First fees collected 2018.

Fund Activity

	2024-2025 Actual
Beginning Balance	$456,920.02
Revenue:	$701,878.94
Allocated Interest[1]	$23,012.08
Expenses:	$21,275.17
Ending Fund Balance	$1,160,535.87

2024-2025 Projects

1. La Placita Parquette ($21,275.17)

Future Activity

1. McFadden Park pergola replacement ($50,000)
2. Koch Park picnic shelter replacement ($43,950)
3. Playground resurfacing ($150,000)
4. Park amenities ($55,478.35)
5. Atwood Trail planning ($37,200)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City

is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan

There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)

No refunds were made during Fiscal Year 2024-25.

Fire Impact Fee- Fund 311

History & Description

On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a Public Safety Impact Fee, which was subsequently separated into Police, Fire and Animal Shelter Impact Fees pursuant to Resolution R-2023-20.

Fund Activity

	2024-2025 Actual
Beginning Balance	$21,024.57
Revenue:	$44,910.80
Allocated Interest[1]	$1,317.49
Expenses:	53.61
Ending Fund Balance	$67,199.25

2024-2025 Projects

1. Fire Station 2 Body Armor Replacement

Future Activity

1. Ballistics vests

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in

the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan
There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2024-25.

Animal Shelter- Fund 312

History & Description
On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a Public Safety Impact Fee, separated into Police, Fire and Animal Shelter Impact Fees pursuant to Resolution R-2023-20.

Fund Activity

	2024-2025 Actual
Beginning Balance	$325.32
Revenue:	$1,109.99
Allocated Interest[1]	
Expenses:	
Ending Fund Balance	$1,435.31

2024-2025 Projects
No reportable projects or activity during fiscal year 2024-2025.

Future Activity
There are currently no planned projects using Animal Shelter Impact Fees.

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan
There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2024-25.

Park Development- Fund 235

History & Description
Placentia is proud of its extensive park system, and has invested significantly in our Parks Initiative, upgrading and renovating numerous parks. On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a Park and Recreation Impact Fee to be used as a funding source for park development, and community use facility expansion needed to serve new development.

Fund Activity

	2024-2025 Actual
Beginning Balance	$20,903.21
Revenue:	
Allocated Interest	$614.83
Expenses:	
Ending Fund Balance	$21,518.04

2024-2025 Projects
There were no projects supported by these fees in FY 2024-25.

Future Activity
There are currently no planned projects using Park Development Fees.

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan
There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2024-25.

TOD Traffic Impact – Fund 310

History & Description
In June, 2017 the Placentia city council approved the TOD Development Impact Fee Nexus Study approving the TOD Traffic impact fee to mitigate the impacts of traffic created by development within the TOD area. First fees collected 2019.

Fund Activity

	2024-2025 Actual
Beginning Balance	$497,423.90
Revenue:	
Allocated Interest	$14,492.34
Expenses:	$36,691.76
Ending Fund Balance	$475,224.48

2024-2025 Projects
1. Traffic mitigation improvement project (36,451.76)

Future Activity

1. Traffic mitigation improvement project ($181,381.94)

2. FY2022/23 Roadway Rehabilitation ($95,000)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan
There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2024-25.

TOD Sewer Impact – Fund 308

History & Description

In June, 2017 the Placentia city council approved the TOD Development Impact Fee Nexus Study approving the TOD Sewer impact fee to support expansion and maintenance of the sewer system within the Transit Oriented District (TOD). First fees collected 2018.

Fund Activity

	2024-2025 Actual
Beginning Balance	$(187,875.50)
Revenue:	$1,137.39
Allocated Interest	
Expenses:	$72,749.02
Ending Fund Balance	(259,487.13)

2024-2025 Projects

1. TOD Crowther Sewer project ($72,749.02)

Future Activity

1. TOD Crowther Sewer project ($135,971.07)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan

There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)

No refunds were made during Fiscal Year 2024-25.

TOD Streetscape Impact – Fund 309

History & Description

In June, 2017 the Placentia city council approved the TOD Development Impact Fee Nexus Study approving the TOD Streetscape impact fee to support streetscape design and construction within the TOD. First fees collected 2019.

Fund Activity

	2024-2025 Actual
Beginning Balance	$1,034,843.43
Revenue:	
Allocated Interest	$28,633.35
Expenses:	$185,540.00
Ending Fund Balance	$877,936.78

2024-2025 Projects

1. Wayfinding signage design ($240.00)

2. FY2023-25 Roadway rehabilitation ($185,300)

Future Activity

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan

There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)

No refunds were made during Fiscal Year 2024-25.

Agenda Item No: 1.f

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 2, 2025
Submitted by: Jeannette Ortega
From: City Administrator

Subject:
RESOLUTION TO AMEND THE ESTABLISHMENT OF THE PLACENTIA ENHANCED INFRASTRUCTURE FINANCING DISTRICT ("EIFD") PUBLIC FINANCING AUTHORITY ("PFA") MEMBERSHIP AND SELECTION PROCESS

Financial Impact:
Fiscal Impact:
None.

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.

On November 4, 2025, the City Council reviewed the composition and selection process for public members serving on the Placentia EIFD Public Financing Authority. In accordance with EIFD law, this action seeks to adopt a resolution amending Resolution No. R-2019-23, to modify the membership requirements for the Placentia EIFD PFA. The proposed amendment would require public members to be residents of the City of Placentia and designate the PFA's elected officials to appoint those public members.

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

1. Adopt Resolution No. R-2025-70, A Resolution of the City Council of the City of Placentia, California amending Resolution R-2019-23, modifying the membership requirements of the Placentia Enhanced Infrastructure Financing District Public Financing Authority; and
2. Authorize the City Administrator, or her designee, to execute all documents necessary, 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 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."

Subsequently, 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.

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 November 4, 2025, the City Council reviewed the composition and selection process for the public members serving on the Placentia EIFD Public Financing Authority and requested to have the 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 Placentia; or
3. Own or operate a business, private or non-profit, that owns or leases property in Placentia.

In addition, the selection process designates the two public members be appointed by majority vote of the three elected officials appointed to serve on the Authority's Board: the two appointed City Council members, and the one appointed member of the County Board of Supervisors. Public members shall not have a vote in the appointment of other public

members.

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

Attachments
Attachment 1 - Resolution No. R-2025-70.docx

RESOLUTION NO. R-2025-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AMENDING RESOLUTION R-2019-23, MODIFYING THE MEMBERSHIP REQUIREMENTS OF THE PLACENTIA ENHANCED INFRASTRUCTURE FINANCING DISTRICT PUBLIC FINANCING AUTHORITY

A. Recitals

(i). The California Legislature enacted California Government Code (Code) sections 53398.50 through 53398.88 (EIFD Law) authorizing cities to form enhanced infrastructure financing districts and use specified property tax increment revenue generated within such districts to finance certain infrastructure and community benefit projects; and

(ii). By Resolution No. R-2019-05 the City Council (1) stated its intention that the Placentia Enhanced Infrastructure Financing District (Placentia EIFD) be established under the EIFD Law; (2) identified the boundaries of the proposed Placentia EIFD; (3) identified the types of public facilities and development proposed to be financed or assisted by the proposed Placentia EIFD; (4) described the need for the proposed Placentia EIFD and the goals the Placentia EIFD proposes to achieve; (5) confirmed that incremental property tax revenue from the City and some, all or none of the affected taxing entities within the proposed Placentia EIFD may be used to finance these activities; and (6) set a time and place for a public hearing on the proposed Placentia EIFD; and

(iii). By Resolution No. 19-032 the County of Orange Board of Supervisors subsequently stated its intention to participate in the Placentia EIFD and its corresponding Public Financing Authority; and

(iv). On May 21, 2019, pursuant the EIFD Law, the City Council adopted Resolution No. R-2019-23, establishing the Placentia EIFD Public Financing Authority (Authority) for the purpose of acting as the governing board of the Placentia EIFD; and

(v). On November 4, 2025, the City Council directed staff to revise the membership eligibility criteria for the Authority, and to establish a selection process where the elected officials serving on the Authority's board would be responsible for appointing the two designated public members; and

(vi). 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:

I. The facts set forth in the Recitals, Part A of this Resolution, are true and correct, as amended.

II. The terms of Resolution No. R-2019-23 is hereby amended to delete Section 3 (Public Financing Authority Membership) in its entirety, and the following is substituted in its place:

3. Public Financing Authority Membership. The Authority shall have a membership consisting of two members of the Council, one member of the County Board of Supervisors, and two members of the public.

a. The two Council members of the Authority shall serve according to the following provision:

i. City Council appointments to the Authority shall occur during the annual Council appointments to various commission, committees typically held in the month of December.

b. The one member of the County Board of Supervisors shall be appointed by the County Board of Supervisors, in its discretion.

c. The two public members of the Authority shall serve according to the following provisions:

i. Eligibility: To be eligible, a public member must be at least one of the following: (1) an owner of real property within the Placentia EIFD; (2) a resident of Placentia; or (3) an owner or operator of any business, private or non-profit, and which also owns or leases real property in Placentia.

ii. Term: Public members shall serve a term of four years.

iii. Selection Process: the two public members shall be appointed by majority vote of the three elected officials appointed to serve on the Authority's Board: the two appointed City Council members, and the one appointed member of the County Board of Supervisors. Public members shall not have a vote in the appointment of other public members.

III. No other changes shall be made to Resolution No. R-2019-23. All of the remaining terms, conditions and provisions of Resolution No. R-2019-23 are hereby re-affirmed and shall remain in full force and effect.

APPROVED and ADOPTED this 2nd day of December 2025.

_____
Kevin Kirwin, Mayor

ATTEST:

_____
Robert 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 2nd day of December 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.g

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 2, 2025
Submitted by: Matthew Di Mario
From: Public Works

Subject:
RESOLUTION RELATING TO A FRANCHISE WITH CRIMSON CALIFORNIA PIPELINE, L.P. FOR THE OPERATION AND MAINTENANCE OF 846 LINEAR FEET OF PIPELINE IN THE CITY

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

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

The current franchise has expired, and Crimson is requesting the City grant another franchise for an additional 25 years. A public hearing is required to adopt an Ordinance for the renewal of the franchise. This item recommends the City Council adopt Resolution No. R-2025-72, to set a public hearing at a future date of January 13, 2026, for the first reading of the Ordinance.

Recommendation:
Recommended Action: It is recommended that the City Council:
Adopt Resolution No. R-2025-72, a Resolution of the City Council of the City of Placentia, California, declaring its intention to grant a pipeline franchise to Crimson California pipeline L.P., a California limited partnership and setting the time when protests may be heard by the legislative body to the proposed franchise and directing the City Clerk to give notice thereof.

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

Discussion:
On September 7, 1999, Placentia City Council granted a franchise for the operation and

maintenance of 846 linear feet of 6-inch pipeline in the City under Ordinance No. 99-O-122. This franchise was initially granted to Tosco Corporation, but due to company purchases and acquisitions, Resolution No. R-2006-07, authorized the transfer of the franchise to ConocoPhillips Company. On July 1, 2008, ConocoPhillips Company sold its pipeline system to Crimson California Pipeline, L.P. (Crimson) and Resolution No. R-2009-13, granted Crimson the franchise. The current franchise has expired, and Crimson is requesting the City grant another franchise for an additional 25 years. A public hearing is required to adopt an Ordinance for the renewal of the franchise.

A renewal of the franchise would allow Crimson to operate and maintain two sections of pipeline in the City. One location is the intersection of Valencia Avenue and Bastanchury Road, which has 28 linear feet of pipeline. The other location is Berkenstock Avenue between Kilmer Drive and Spahn Lane, which has 818 linear feet of pipeline. This item recommends the City Council adopt Resolution No. R-2025-72, to set a public hearing at a future date of January 13, 2026, for the first reading of the Ordinance.

Fiscal Impact Summary:
There is no fiscal impact associated with the recommended action. Upon execution of the franchise agreement, Crimson will pay an annual franchise fee to the City. This fee is to be those fees prescribed by the California Public Utilities Code, Section 6231.5, provided that the rate is subject to increase to the maximum rate established in subsequent amendments of the California Public Utilities Code. The fee collected will be allocated to the General Fund.

Attachments
Attachment 1 - Resolution No. R-2025-72.docx
Attachment 1 - Exhibit A.pdf
Attachment 2 - Draft Ordinance No. O-2026-___.docx

RESOLUTION NO. R-2025-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DECLARING ITS INTENTION TO GRANT A PIPELINE FRANCHISE TO CRIMSON CALIFORNIA PIPELINE L.P., A CALIFORNIA LIMITED PARTNERSHIP AND SETTING THE TIME WHEN PROTESTS MAY BE HEARD BY THE LEGISLATIVE BODY TO THE PROPOSED FRANCHISE AND DIRECTING THE CITY CLERK TO GIVE NOTICE THEREOF

A. Recitals

(i). WHEREAS, the City Council of the City of Placentia, California (herein referred to as "City Council") intends to grant a pipeline franchise to Crimson California Pipeline L.P, a California limited partnership (herein referred to as "Crimson"); and

(ii). WHEREAS, the pipelines to be permitted through this franchise are existing six inch pipelines and appurtenances to transport hydrocarbon substances; and

(iii). WHEREAS, said pipelines were formerly authorized to Tosco Corporation, a Nevada corporation, under franchise Ordinance No. 99-0-122, dated September 7, 1999, and amended by Resolution Nos. R-2009-13, and R-2006-07, which expired on September 6, 2024; and

(iv). WHEREAS, Resolution No. R-2009-13, transferred the franchise to Crimson in which Crimson previously owned 6" pipelines in the City

(v). WHEREAS, Crimson now seeks a new franchise for the operation and maintenance of pipeline in the City.

B. Resolution

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

1. The City Council declares its intent to grant a franchise to Crimson California Pipeline L.P., a California limited partnership (herein referred to as "Crimson"), for the right, franchise and privilege from time to time to lay, construct, maintain, operate, repair, renew, change the size of, and remove or abandon in place pipelines for the transportation of crude oil and other substances, together with all manholes, valves, service connections and appurtenances necessary or convenient for the maintenance and operation of said pipelines, including any facilities necessary for the cathodic protection of said pipelines, as are currently located in the City of Placentia, the exact location of which are shown on the

attached Exhibit A incorporated herein by reference. Said franchise shall be for a term of twenty-five (25) years from and after the date upon which such franchise shall become effective.

2. Said franchise shall be conditioned upon the agreement of grantee to perform all routine and extraordinary maintenance and repair on all above and below ground facilities. The grantee shall indemnify and hold harmless the City of Placentia and its officers and employees from any and all liability for damages proximately resulting from any operation of grantee under the franchise, except to the extent of City's sole negligence or willful misconduct.

3. In accord with the California Public Utilities Code, the grantee, Crimson, shall pay to the City of Placentia an annual franchise fee as provided by section 6231.5 of said code.

4. NOTICE IS HEREBY GIVEN THAT ON TUESDAY, JANUARY 13, 2026, AT 7:00 P.M. OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD IN THE COUNCIL CHAMBERS LOCATED AT 401 E. CHAPMAN AVENUE, PLACENTIA, THE CITY COUNCIL SHALL CONDUCT A PUBLIC HEARING TO RECEIVE PROTESTS OR OBJECTIONS, IF ANY THERE BE, REGUARDING THE FRANCHISE WITH CRIMSON CALIFORNIA PIPELINE, L.P. ANY PERSON WHO WISHES TO OBJECT TO THE PROCEEDINGS FOR THE FRANCHISE SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEUDLED FOR SAID PUBLIC HEARING

5. The City Council hereby directs the City Clerk to give notice of a public hearing, pursuant to California Government Code § 6061, in a newspaper of general circulation within the City.

6. The City Clerk is further directed to cause a copy of this Resolution to be posted upon the official bulletin board customarily used for the posting of notices and to mail, by first class mail, a copy of the notice to those interested parties who have filed written requests.

7. For any and all information relating to the proceedings, protests procedure, and documentation and/or information of a procedural or technical nature, your attention is directed:

City of Placentia
Attn: Public Works Department
401 East Chapman Avenue
Placentia, California

APPROVED and ADOPTED this 2nd day of December 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 2nd day of December 2025, by the following vote:

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

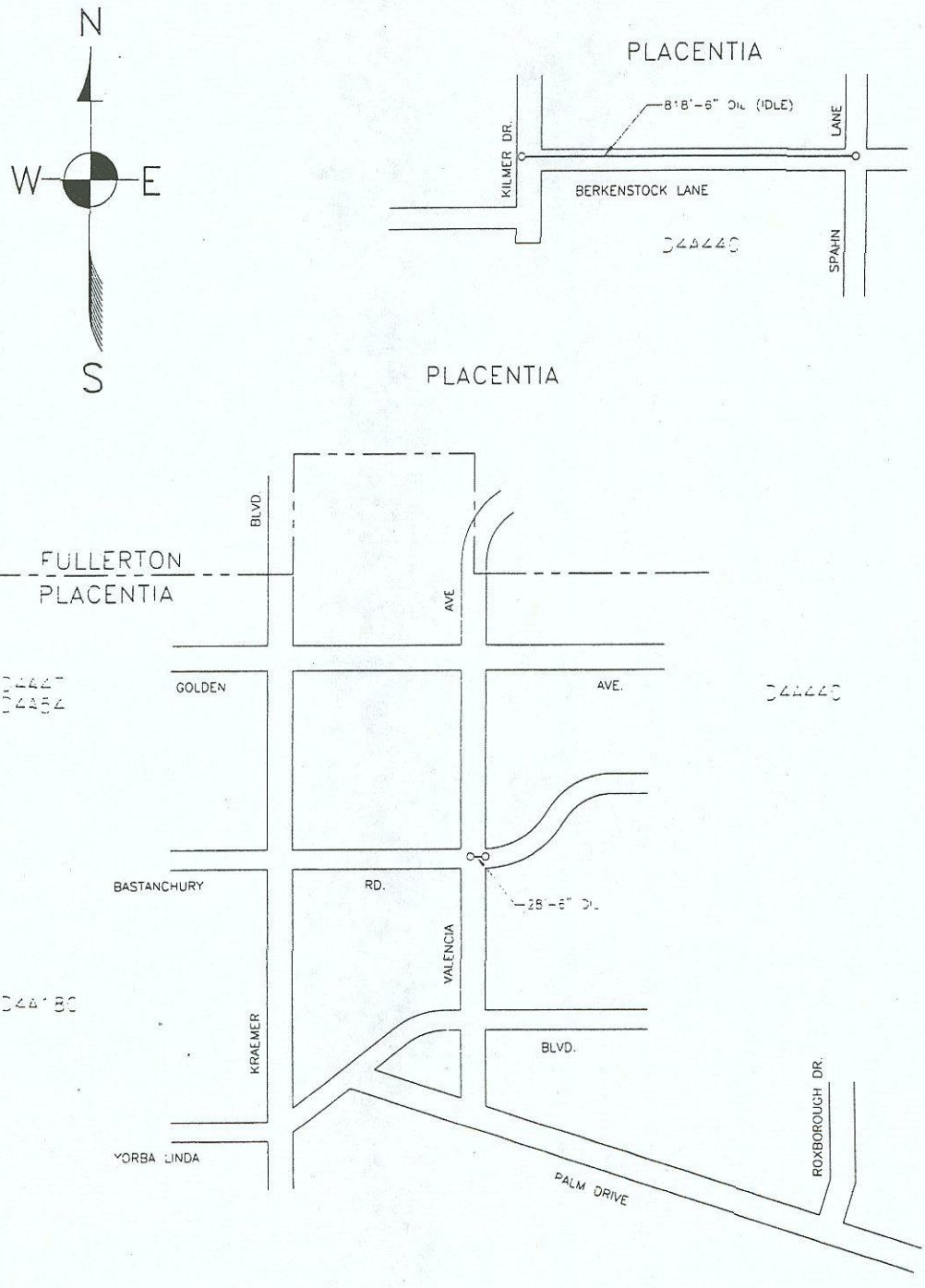
_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

Exhibit A

Map of Pipeline Locations Subject to the Franchise



LINE TOTALS

	846

TOSCO

CITY OF PLACENTIA
ORDINANCE No. 99-O-122
TOSCO CORPORATION

DRAWN BY D.V.
APPROVED BY
SCALE NONE
DATE 5-24-99

DWG No.
PP0014

THIS DOCUMENT SUPERCEDES DRAWING 8787B1 DATED 11-24-98

SHEETS 1 OF 1

ORDINANCE NO. O-2026-__

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

City Attorney's Summary

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

A. Recitals

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

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

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

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

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

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

DRAFT

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

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

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

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

WHEREAS, pursuant to Resolution No. R-2025-72, adopted on ___, ___, 2025, the City Council declared its intention to grant a new franchise to Crimson California and set a public hearing on _____, 2026, to consider objections to said franchise; and

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

B. Ordinance

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

SECTION 1: TERMS AND CONDITIONS OF FRANCHISE

A. Terms of Franchise

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

B. Grant of Franchise

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

C. Appurtenances

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

D. Description and Location of Pipelines

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

SECTION 2. STANDARDS FOR WORK AND MATERIALS

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

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

SECTION 3: PERMISSION FOR STREET EXCAVATIONS

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

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

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

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

SECTION 4: COMPENSATION TO THE CITY

During the term of this Franchise, Grantee shall pay to the City an annual fee for this Franchise, said fee to be those fees prescribed by the California Public Utilities Code, Section 6231.5, provided that the rate is subject to increase to the maximum rate established in subsequent amendments of the California Public Utilities Code. Annual payments to be made pursuant to this Franchise shall be due and payable in arrears April 1 of each year of this Franchise. The initial fee under this Franchise shall be calculated using the current fee being paid under Ordinance O-99-122, and increased accordingly as provided for herein.

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

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

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

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

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

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

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

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

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

SECTION 5: ABANDONMENT

Should Grantee elect to abandon all or any part of the pipelines, Grantee shall flush the pipelines, fill the pipelines with an inert, environmentally acceptable gas or other material, and cap the pipelines as required by the City Engineer. Grantee shall not owe the City any compensation for the privilege of said abandonment.

SECTION 6: REARRANGEMENT OF FACILITIES

A. Expense to Grantee

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

B. Expense of Others

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

C. Rearrangement of the Facilities of Others

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

D. Notice

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

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

SECTION 7: INDEMNIFICATION BY GRANTEE

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

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

SECTION 8: INSURANCE REQUIREMENTS

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

1. Comprehensive Public Liability Insurance

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

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

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

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

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

2. Letter of Self-Insurance

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

SECTION 9: DEFAULT

A. Effect of Default

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

B. Force Majeure

In the event Grantee is unable to perform any of the terms of this franchise by reason of strikes, riots, acts of God, acts of public enemies or other such causes beyond its control, it shall not be deemed to be in default or have forfeited its rights

hereunder if it shall commence and prosecute such performance with reasonable promptness as soon as possible to do so.

C. Cumulative Remedies

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

SECTION 10: SCOPE OF RESERVATION

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

SECTION 11: NOTICE

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

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

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

SECTION 12: CONSENT FOR TRANSFER

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

SECTION 13: ACCEPTANCE OF FRANCHISE

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

SECTION 14: COSTS OF LITIGATION

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

SECTION 15: COUNTERPARTS

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

SECTION 16: CAPTIONS FOR CONVENIENCE

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

SECTION 17: GOVERNING LAW

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

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

PASSED, APPROVED AND ADOPTED this __ day of _____ 2026

_____

_____, Mayor

DRAFT

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 regularly held meeting on _____ and finally adopted at a regular meeting on _____of the City Council of the City of Placentia, 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

DRAFT

Exhibit A

Map of Pipeline Locations Subject to the Franchise

DRAFT

Agenda Item No: 1.h

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 2, 2025

Submitted by: Jeannette Ortega

From: City Administrator

Subject:

RESOLUTION APPROVING AMENDMENT NO. 4 TO THE DESIGN-BUILD-OPERATE-MAINTAIN AGREEMENT FOR FREEWAY-ORIENTED CITY ENTRY/DISPLAY SIGN AND ADOPTION OF A CLASS 32 CATEGORICAL EXEMPTION PURSUANT TO SECTION 15332 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Financial Impact:

Fiscal Impact:

The proposed sign is expected to generate a minimum of $150,000 annually for each "Changeable Message Digital Display" panel installed, totaling $300,000 per year in General Fund revenue for the City ("Base Compensation"). Additional revenue may be provided to the City if the Base Compensation exceeds twenty-five percent (25%) of the advertising company's total annual net revenue from the site.

Summary:

The Riverside/Orange County metropolitan area is a key hub for commerce, and the City of Placentia benefits greatly from its strategic position within this marketplace. The State Route 91 (SR-91) freeway, which runs through both counties, serves as a vital corridor for businesses looking to establish their brand and visibility. Placentia has a unique opportunity to leverage its location along a small segment of the SR-91 Freeway to enhance its exposure. By doing so, the City can maximize this visibility to diversify and strengthen its municipal revenue streams.

This action will approve a Resolution authorizing Amendment No. 4 to the Design-Build-Operate-Maintain (DBOM) Agreement for the installation of one (1) Freeway-Oriented City Entry/Display Sign featuring two digital displays at 1470 S. Placentia Avenue, while also adopting a Class 32 Categorical Exemption pursuant to Section 15332 of the State California Environmental Quality Act (CEQA) Guidelines.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2025-73, A Resolution of the City Council of the City of Placentia, California adopting a Class 32 Categorial Exemption pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 - In-Fill Development Projects) and the City of Placentia CEQA Guidelines and approving Amendment No. 4 to the Design, Build Operate and Maintain Agreement between the

City of Placentia and Lamar Central Outdoor, LLC for the construction and operation of one (1) Freeway-Oriented Entry Sign; and
2. 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 1: Ensure Long-Term Fiscal Sustainability, specifically, Objective 1.4: Protect and preserve existing economic development/property nodes throughout the City to maximize revenue opportunities and Objective 1.5: Continue seeking ways to diversify the City's revenue sources to prevent over-reliance on any one source (Measure U/Property Tax).

Discussion:
Many municipalities have recognized advertising revenue as a valuable funding source to support municipal operations and supplement traditional revenue streams. For Placentia, opportunities to increase existing revenues are limited, making the cultivation of new revenue sources especially important. Diversifying revenue helps enhance the City's fiscal stability, aligning with the recommendations made by the Citizens Fiscal Sustainability Task Force to the City Council in May 2015.

The Riverside/Orange County metropolitan area is a key hub for commerce, and the City of Placentia benefits greatly from its strategic position within this marketplace. The State Route 91 (SR-91) freeway, which runs through both counties, serves as a vital corridor for businesses looking to establish their brand and visibility.

The City owns certain parcel of real property located on the northeast side of Placentia Avenue between the SR-91 freeway at 1470 S. Placentia Avenue, Placentia, CA 92870 (APN 344-037-01), as depicted on Exhibit A of Attachment 1. The City proposes to install one (1) freeway-oriented entry sign with two digital display capabilities on this parcel. This will allow the City to provide public service announcements and messages. This includes messages by those sponsored by non-profit organizations, City promotional announcements of City sponsored and co-sponsored events such as celebrations, festivals, special events, park and public facility openings as well as to promote economic development within the City, including placement of ads for key local businesses.

Planning Commission Review
On November 10, 2025, the Planning Commission evaluated the addition of a freeway-oriented entry sign with digital/static display capabilities, located on City-owned property directly northeast of Placentia Avenue and SR-91 freeway. The Planning Commission adopted a Resolution making certain findings with respect to the consistency of the proposed installation of the sign with the City of Placentia General Plan pursuant to California Government Code § 65402.

Compliance with California Environmental Quality Act (CEQA)
The proposed billboard at 1470 S. Placentia Avenue, meets all criteria for a Class 32 Categorical Exemption pursuant to Section 15332, of the State CEQA Guidelines and no exceptions are applicable.

Fiscal Impact Summary:
The proposed sign is expected to generate a minimum of $150,000 annually for each

"Changeable Message Digital Display" panel installed, totaling $300,000 per year in General Fund revenue for the City ("Base Compensation"). Additional revenue may be provided to the City if the Base Compensation is more than twenty-five percent (25%) of the advertising company's total annual net revenue.

Attachments

1. Resolution No. R-2025-73.docx
1.a. Amendment No.4 to DBOM.docx
1.b. CEQA Analysis.pdf

RESOLUTION NO. R-2025-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING A CLASS 32 CATEGORIAL EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SET FORTH IN TITLE 14 CCR § 15332 (CLASS 32 - IN-FILL DEVELOPMENT PROJECTS) AND THE CITY OF PLACENTIA CEQA GUIDELINES AND APPROVING AMENDMENT NO. 4 TO THE DESIGN, BUILD OPERATE AND MAINTAIN AGREEMENT BETWEEN THE CITY OF PLACENTIA AND LAMAR CENTRAL OUTDOOR, LLC FOR THE CONSTRUCTION AND OPERATION OF ONE (1) FREEWAY-ORIENTED ENTRY SIGN

A. Recitals.

(i). City of Placentia desires to construct freeway-oriented entry/monument sign for City identification purposes, to promote City businesses and generate additional revenue to diversity municipal revenues.

(ii). City Charter § 608 and § 1.18.130 of the City of Placentia Municipal Code permit the use of a design build method of construction, whereby the City enters into a single contract with a developer contractor for the design and construction of a public facility. This procedure may be used when it is anticipated that the method will reduce project cost, expedite project completion, enable use of public/private partnership forms of project finance, and/or create certainty for total project expense.

(iii). The City entered into a Design, Build, Operate and Maintain Agreement ("DBOM") with Lamar Central Outdoor, LLC on October 6, 2015. A copy of the fully executed DBOM Agreement is attached hereto as Exhibit "B" and incorporated by reference.

(iv). The City Administrator of the City of Placentia caused to be prepared an environmental analysis for Amendment No. 4 to the Design-Build-Operate-Maintain Agreement for one additional freeway-oriented sign with digital display capabilities in accordance with the requirements of the California Environmental Quality Act of 1970, as amended ("CEQA"), and state and local guidelines implementing CEQA, which is attached hereto as Exhibit "A" and incorporated herein by reference.

(v). The environmental analysis for Amendment No. 4 to the Design-Build-Operate-Maintain Agreement has concluded that implementation of the Project meets all criteria for a Class 32 Categorical Exemption pursuant to Section 15332 (In-Fill Development Projects) of the *State CEQA Guidelines* and local Guidelines, in that the Project is in conformance with the General Plan Policies and Zoning Code and is located

within an urban setting on a project site less than 5 acres within city limits surrounded by urban uses and having no endangered species habitat.

(vi). The City of Placentia is the lead agency on the Project, and the City Council is the decision-making body for the proposed Project.

(vii). The Project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in § 711.2 of the California Department of Fish and Game Code.

(viii). All legal prerequisites to the approval of this Resolution have occurred.

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. Approval of Amendment No. 4 to the Design Build Operate and Maintain Agreement.

A. The City Council does hereby approve Amendment No. 4 to the DBOM Agreement between the City of Placentia and Lamar Central Outdoor, LLC as attached hereto as Exhibit "A". In approving the Amendment No. 4, the City Council hereby makes the following findings on the basis of the evidence presented and the whole of the record before it:

(i). Amendment No. 4 to the DBOM Agreement is consistent with City Charter § 608, and the City Municipal Code. The DBOM Agreement represents a design-build approach to a public works project specifically authorized by § 608 of the City Charter. The City Council also hereby finds that Amendment No. 4 to the DBOM Agreement is consistent with the design-build provisions of Municipal Code § 1.18.130 in that the process will reduce project cost, expedite project completion, utilize creative public/private partnership financing and create certainty for a total project expense.

(ii). Amendment No. 4 to the DBOM Agreement is consistent with the City's General Plan. Pertinent provisions of the City's General Plan do not prohibit the development of new outdoor advertising displays but guide the City to minimize the use the signs and billboards along arterial highways to ensure adequate visibility of necessary traffic and informational sign (Circulation Element Policy 7). The sign to be developed pursuant to the DBOM Agreement are freeway-oriented City entry/monument signs specifically designed to take advantage of underutilized City-owned property located adjacent to State Route 91 (SR-91) freeway to provide enhanced visibility and recognition for the City and to promote City businesses. The new City entry/monument sign will comply with all state and federal regulations regarding lighting, and message visibility designed to minimize potential impacts to passing motorists and sensitive receptors

located in proximity to the sites, as well as the community in general. Therefore, the DBOM Agreement is consistent with the City's General Plan.

(iii). Development of sign pursuant to the DBOM Agreement will not result in adverse impacts to health, safety and general welfare of the residences in the City of Placentia or passing motorists along State Route 91.

B. Adoption of Class 32 Categorical Exemption.

(i). The City Council has independently reviewed and independently considered the Class 32 Categorial Exemption and other information in the record.

(ii). The Class 32 Categorial Exemption prepared for the Project has been completed in compliance with CEQA and is consistent with State and local guidelines implementing CEQA.

(iii). There is no substantial evidence that the Project, as mitigated, will have a significant effect on the environment.

3. The City Council does hereby approve and adopt a Class 32 Categorical Exemption and approves and adopts the Class 32 Categorical Exemption Report dated October 2025, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. The City Council designates the City Clerk of the City of Placentia, California 92870, as the custodian of documents and records of proceedings on which this decision is based.

APPROVED and ADOPTED this 2nd day of December 2025.

_____
Kevin Kirwin, Mayor

ATTEST:

_____
Robert 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 2nd day of December 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: Amendment No. 4 to the Design, Build, Operate, and Maintain Agreement
Exhibit B: CEQA Class 32 Categorical Exemption Report

AMENDMENT NO. 4 TO DESIGN, BUILD, OPERATE AND MAINTAIN AGREEMENT

between

CITY OF PLACENTIA, CALIFORNIA
a Charter City and municipal corporation

and

LAMAR CENTRAL OUTDOOR, L.L.C.
a Delaware Limited Liability Company,
DBA Lamar Advertising of Los Angeles

December 2, 2025

For the Placentia Message Center/Advertising Projects

AMENDMENT NO. 4 TO DESIGN, BUILD, OPERATE AND MAINTAIN AGREEMENT

This AMENDMENT NO. 4 TO DESIGN, BUILD, OPERATE AND MAINTAIN AGREEMENT ("Amendment No. 4") is by and between the CITY OF PLACENTIA, a Charter City and municipal corporation organized and existing under the law of the State of California ("City") and LAMAR CENTRAL OUTDOOR, L.L.C., a Delaware Limited Liability Company, dba Lamar Advertising of Los Angeles ("Company") for a public works project that has been commonly referred to as the "Placentia Message Center/Advertising Projects" ("Project"). City and Company are sometimes referred to herein individually as "Party" and collectively as "Parties."

RECITALS

A. THIS 4th Amendment to the DESIGN, BUILD, OPERATE AND MAINTAIN AGREEMENT ("Amendment No. 4") is made and entered into this 2nd day of December 2025, by and between the City and Company.

B. On or about October 6, 2015, City and Company entered into a Design Build Operate and Maintain Agreement ("Agreement" or "DBOM"), pursuant to Resolution No. R-2015-58 adopted by the City Council that same date.

C. At the time when Resolution No. R-2015-58 was adopted, the City, for purposes of the Project, desired to construct multiple freeway-oriented entry/monument signs for City identification purposes, to promote City business, and to generate additional revenue to diversify municipal revenue.

D. The Parties have agreed by written mutual consent to amend the Agreement on July 11, 2017, July 10, 2018 and June 2, 2020, respectfully, and did in fact amend the Agreement on those dates.

E. The Parties now desire to amend the Agreement again to provide for changes in certain terms of same.

F. Pursuant to the Agreement, Company, on behalf of the City, constructed, and now operates, three (3) freeway-oriented City-Entry Signs on City-owned property. The three (3) City-Entry Signs have provided valuable exposure to the City and City businesses while providing much needed revenue to the City.

G. The City now desires to engage Company to construct, and then operate, a fourth City-Entry Sign on City-owned property along the 91 Freeway near the Placentia Avenue overpass located at 1470 S. Placentia Avenue (Assessor's Parcel Number 344-037-01) ("Site") ("Placentia/91Freeway Structure").

H. Section 608 of the City Charter authorizes the use of design-build and construction manager at-risk approaches to public works, consistent with City Council adopted

ordinances, in cases where the City Council finds such processes will reduce project cost, expedite project completion, and/or provide unique design features.

I. Section 1.18.130 of the City Municipal Code implements the provisions of Section 608 of the City Charter and provides an alternative public works construction project procurement procedure instead of the standard competitive bidding process otherwise required.

J. City desires to amend the Agreement.

K. City and Company now wish to amend the Agreement to add a scope of work for the Placentia/91Freeway Structure and other terms as required by the City.

L. Upon execution of this Amendment No. 4, the Cost Sharing Agreement dated October 18, 2017, by and between the Parties shall be conclusively deemed fully satisfied, discharged, and resolved in its entirety, and such agreement shall thereupon be terminated and of no further force or effect.

M. All legal prerequisites to the making of this Amendment No. 4 have occurred.

In consideration of the mutual covenants and agreements herein contained, and all the recitals that are incorporated herein by this reference, the Parties hereby agree to amend the Agreement as follows:

SECTION 1. The following definitions in the Agreement shall be added to or added in place of existing definitions in Article l. "Definitions":

Effective Date of this Amendment No. 4 is the date that is the first day following approval of Amendment No. 4 by the City Council.

Fourth Site means the City-owned property along the 91 Freeway near the Placentia Avenue overpass located at 1470 S. Placentia Avenue (Assessor’s Parcel Number 344-037-01).

Project is that which is described in Appendix l, as amended.

Site means the three (3) Sites set forth in the Recitals of the Agreement as previously amended, and the **one (1) Site, as defined and as set forth in the Recitals of this Amendment No. 4.**

SECTION 2. The following paragraph is added to Appendix I to the Agreement:

The Project also includes the construction and ongoing operation and maintenance of a fourth double-sided freeway-oriented entry sign with digital display capabilities on **Fourth Site**. This structure shall be a 'V' shaped sign with two digital faces. The digital faces will include the latest state-of-the-art dimming technology. The sign would be

supported by a single steel column approximately 4 ft. in diameter, placed on a concrete footing approximately 35 ft. deep, and encased by a decorative facing to provide an aesthetically enhanced visual appearance, as approved by the City Administrator, or his or her designee. Each sign face would include logo/lettering reading "City of Placentia." Both sign faces would display changeable advertising messages using digital light emitting diode (LED) technology as permitted by the State of California.

SECTION 3. The following subsection 4.7 is added to Article IV, Work, to read as follows:

4.7 Light Study and Ongoing Monitoring of Site Conditions.

Company will construct all Signs to perform as specified in a light study submitted to and approved by the City. Company shall assign a designated individual or team to promptly respond to any citizen complaints regarding excessive light or glare impacts resulting from the operation of the Signs (“Complaints”). Should Company and/or City receive more than five (5) Complaints in any rolling six-month period pertaining to each Sign, City shall have the right to require Company to have a professional engineer prepare a new light study, at the sole cost of the Company, to demonstrate compliance with the original operating parameters for the Sign and all applicable mitigation measures. Any Sign that fails to conform to the approved design shall be updated with appropriate technology to remedy operational impacts within sixty (60) days of written notification from the City Administrator of noncompliance. Company shall work with any residential Complaints to implement mitigation measures, at the sole cost of the Company, as a result of the Sign and as accepted by the City.

SECTION 4. The following Section 17.24 is added to the Agreement as follows:

(a) Company shall install a decorative wrap around the pole of the Placentia/91Freeway Structure. The decorative wrap must be approved by the City Administrator, or his or her designee, prior to installation.

SECTION 5. The following Section 8.7 is added to the Agreement as follow:

8.7 Upon the Completion of construction and commencement of operation of the Placentia/91Freeway Structure located at 1470 S. Placentia Avenue (Assessor’s Parcel Number 344-037-01), Company shall pay to City in conjunction with all payments made under the DBOM, pursuant to Section VIII, (a) the amount of One Hundred and Fifty Thousand Dollars ($150,000) per year for each “Changeable Message Digital Display" panel erected, operated and maintained as part of the 4th Site or (b) Twenty-five percent (25%) of advertising revenue realized from the Site if the amount described in subsection (c) exceeds the Base Compensation ("Percentage Compensation") (the Base Compensation and Percentage Compensation are collectively referred to as the “Ongoing Monetary Contribution”), as further described in the attached Exhibit “1A.” The Ongoing Monetary Compensation shall be prorated for the period between the Commencement Date of Operations and the following June 30. All calculations shall be based on all Sites

covered under the DBOM and “advertising revenue” shall be defined as gross revenue less certain operating expenses, including sales commissions of all signs (calculated at 10% sales), maintenance costs, internet, power/electricity, and any other cost associated with operation of the Signs. The Parties agree that Appendix 3 to the DBOM contains a representative itemization of operational costs. Company shall be entitled to receive all advertising revenue exceeding the Ongoing Monetary Contribution as compensation for services under this Agreement.

SECTION 6. Except as expressly amended by this Amendment No. 4, the Agreement and all prior amendments shall remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have caused this Amendment No. 4 to be signed by their duly authorized representatives on the day and date first written on Page 1, above.

CITY:

CITY OF PLACENTIA, a Charter City and municipal corporation

By: _____
Jennifer Lampman, City Administrator

ATTEST:

By:_____
Robert S. McKinnell,
City Clerk

APPROVED AS TO FORM:

By:_____
Christian L. Bettenhausen,
City Attorney

COMPANY:

LAMAR CENTRAL OUTDOOR, LLC, a Delaware Limited Liability Company

By: _____
Ray Baker, Vice President & General Manager

By:_____
Theodore Stream,
General Counsel Lamar Central Outdoor

Exhibit:
1A: Payment Schedule

Exhibit 1A
PAYMENT SCHEDULE

Amortization Schedule
Period: August 2, 2018 to August 1, 2026

Location	Billboard Display	Minimum Annual Base Compensation
Melrose Street	2 Digitals ($125K per panel)	$250,000
Placentia Avenue (Orangethorpe)	1 Static ($25K) & 1 Digital ($125k)	$150,000
La Jolla Avenue (57/91)	1 Static ($25K) & 1 Digital ($125k)	$150,000
Placentia (91 Freeway)	2 Digitals ($150K per panel)	$300,000
	Total	$850,000
	Settlement Agreement Reduction Per Amendment No. 2	-$78,803.31
	Total Minimum Annual Amount	**$771,196.69**

Amortization Schedule
Period: August 2, 2026 to August 1, 2027

Location	Billboard Display	Minimum Annual Base Compensation
Melrose Street	2 Digitals ($125K per panel)	$250,000
Placentia Avenue (Orangethorpe)	1 Static ($25K) & 1 Digital ($125k)	$150,000
La Jolla Avenue (57/91)	1 Static ($25K) & 1 Digital ($125k)	$150,000
Placentia (91 Freeway)	2 Digitals ($150K per panel)	$300,000
	Total	$850,000
	Settlement Agreement Reduction Per Amendment No. 2	-$15,231.30
	Total Minimum Annual Amount	**$834,768.70**

Period: August 2, 2027 to October 6, 2065

Location	Billboard Display	Minimum Annual Base Compensation
Melrose Street	2 Digitals ($125K per panel)	$250,000
Placentia Avenue (Orangethorpe)	1 Static ($25K) & 1 Digital ($125k)	$150,000
La Jolla Avenue (57/91)	1 Static ($25K) & 1 Digital ($125k)	$150,000
Placentia (91 Freeway)	2 Digitals ($150K per panel)	$300,000
	Total Minimum Annual Amount	**$850,000**

Proposed 1470 S. Placentia Avenue Billboard Project

CEQA Class 32 Categorical Exemption Report

Prepared by:

City of Placentia
Development Services Department, Planning Division
401 E. Chapman Avenue
Placentia, CA 92870
Contact: Joseph Lambert, Director of Development Services

Prepared with the assistance of:

PGN
PO Box 2473
Menifee, CA 92586-1473

October 2025

Proposed 1470 S. Placentia Avenue Billboard Project
CEQA Class 32 Categorical Exemption Report

Table of Contents **Page**

1. Introduction 1
2. Environmental Checklist Form 1
3. Consistency Analysis 39
4. Summary 42
5. References 43
6. Mitigation Measures 45

List of Figures

Figure 1 Vicinity Map 4
Figure 2 Project Location 4
Figure 3 Site Plan 5
Figure 4 Sign Details 6
Figure 5 Cross Section 7
Figure 6 Sign Elevation 8

List of Tables

Table 1 Summary of Existing Land Use and Zoning Designations 3
Table 2 Daily Construction Emissions 16
Table 3 Daily Operational Emissions 17
Table 4 Noise Sources 30
Table 5 Consistency with Placentia General Plan Policies 39

Appendices

A: Lighting Analysis
B: Air Quality and Greenhouse Gas Emissions CalEEMod Modeling Results

CATEGORICAL EXEMPTION REPORT

This report serves as the technical documentation of an environmental analysis performed by PGN, for the proposed 1470 S. Placentia Avenue Billboard project in the City of Placentia. The intent of the analysis is to document whether the project is eligible for a Class 32 Categorical Exemption (CE). The report provides an introduction, environmental checklist, and evaluation of the project's consistency with the requirements for a Class 32 exemption.

1. INTRODUCTION

The California Environmental Quality Act (CEQA) states that a Class 32 CE is allowed when:

(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
(c) The project site has no value as habitat for endangered, rare or threatened species.
(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
(e) The site can be adequately served by all required utilities and public services.

Additionally, State CEQA Guidelines Section 15300.2 requires a review for exceptions including hazardous waste sites, historic resources, scenic highways, cumulative effect and significant effects as a result of the project. PGN evaluated the project's consistency with the above requirements, including its potential impacts in the areas of air quality, biological resources, hazardous waste sites, historic resources, noise, traffic, and water quality to confirm the project's eligibility for the Class 32 exemption.

2. ENVIRONMENTAL CHECKLIST

Project Title: Proposed 1470 S. Placentia Avenue Billboard Project

Lead Agency Name and Address: City of Placentia, Development Services Department, Planning Division at 401 E. Chapman Avenue, Placentia, CA 92870

Contact Person, Phone Number, and Email: Joseph Lambert, Director of Development Services, phone: (714) 993-8234, fax: (714) 961-0283 and e-mail: jlambert@placentia.org

Project Location: 1470 S. Placentia Avenue, Placentia, CA 92870. The 0.54-acre project site is located easterly of S. Placentia Avenue, westerly of the Saddleback Gardens Planned Residential Development, southerly of W. La Jolla Street and northerly of State Route 91 Freeway. The Assessor's Parcel Number is 344-037-01. The latitude and longitude is 33° 51" 14.55" N and 117° 53" 04.54" West. The site is located in Township 4 South and Range 3 West of the San Bernardino Meridian.

Project Sponsor's Name and Contact Information: Lamar Advertising Company of Los Angeles, 1121 South Boyle Avenue, Suite 201, Los Angeles, CA 90023 in care of Sam

Walbuck**,** Operations Manager III, mobile phone: (213) 864-0650 and email: swalbuck@lamar.com.

Project Site General Plan Land Use Designation: Industrial

Project Site Zoning Designation: Manufacturing

Prior Environmental Document(s) Analyzing the Effects of the Project (including State Clearinghouse number if assigned): Placentia General Plan Update (adopted 10-1-2019) SCH#2018101031 and City of Placentia, *Initial Study/Mitigated Negative Declaration for the Freeway-Oriented City Entry/Display Signs Project*, certified October 6, 2015.

Location of Prior Environmental Document(s) Analyzing the Effects of the Project: City of Placentia, Development Services Department, Planning Division at 401 E. Chapman Avenue, Placentia, CA 92870

Description of Project: **(Describe the whole action involved, including but not limited to later phases of the project and any secondary, support, or off-site features necessary for its implementation. Attach additional pages if necessary.)** The proposed action is an amendment to a Design-Build-Operate-Maintain (DBOM) Agreement between the City of Placentia and Lamar Advertising to allow construction and ongoing operation and maintenance of a double-sided freeway-oriented entry sign with digital/static display capabilities on City-owned property located at 1470 S. Placentia Avenue, southerly of W. La Jolla Street and easterly of S. Placentia Avenue and adjacent to westbound lanes of State Route (SR) 91 (see Figure 1: Vicinity Map, Figure 2: Project Location and Figure 3 Site Plan).

The double-sided "V" shaped sign with a 10-foot offset has faces of approximately 14 feet high x 48 feet wide with an overall structure height of not more than 50 feet above grade level is proposed. The center mount single steel supporting column would be not more than 4 feet in diameter and placed on a concrete footing approximately 20 feet, 6 inches deep. The primary pole cover column to be 5-foot square with an internal aluminum angle frame with 1/8-inch thick aluminum outer surface. It will have a light gray finish with a textured surface. A vertical 24-inch wide orange accent column is to be painted orange with 16-inch tall illuminated PLACENTIA pan channel letters attached to both sides and have white light emitting diode (LED) internal lighting. The base structure to be textured with med gray finish and dark gray accent joints. The 36-inch tall apron shield below billboard face will be painted white and gray to blend with pole cover design. The sign faces would display either changeable advertising messages using digital light emitting diode (LED) technology (see Figure 4: Sign Details, Figure 5: Cross Section and Figure 6: Sign Elevation).

Surrounding Land Uses and Setting. Briefly describe the project site surroundings, including any prior uses of the project site, or, if vacant, describe the urban uses that exist on at least 75% of the project site perimeter: The City of Placentia is located in the northern portion of Orange County. To the north of Placentia is the City of Brea; to the east are the cities of Yorba Linda and Anaheim; to the south is the City of Anaheim; and to the west is the City of Fullerton.

The triangular shaped 0.54-acre project site is bordered on the north by W. La Jolla Street, on the east by the Saddleback Gardens Planned Residential Development, to the south by SR-91 and to the west industrial development in the City of Anaheim (see

Figure 1 Vicinity Map). The proposed sign would be located on the embankment on the east side of the S. Placentia Avenue freeway overpass just northeast of the SR-91 freeway. The site is designated *Industrial* in the General Plan and is zoned *Manufacturing* on the City of Placentia official adopted zoning map. Topographically, the site slopes from the southwest at an approximate elevation of 223 feet to the northeast corner at an elevation of 187 feet. The property is vacant City-owned property with limited trees and shrubs. There are power poles and overhead electric lines running north to south along the eastern project boundary.

Table 1
SUMMARY OF EXISTING LAND USE AND ZONING DESIGNATIONS

Location	General Plan	Zoning	Existing Use
Project Site	Industrial	Manufacturing District (M)	Vacant sloped land
Surrounding Areas			
North	Industrial	Manufacturing District (M)	Landscape storage yard
East	High Density Residential	High Density Multiple Family Residential District (R-3)	Planned Residential Development
West	Industrial (Anaheim)	Industrial (I) (Anaheim)	Industrial development
South	--	--	State Route 91

Other Public Agencies whose approval is required: Approval by the Placentia City Council is required for the proposed Agreement and adoption of a Notice of Exemption. The City of Placentia will also be responsible for the issuance of a building permit by the City's Development Services Department prior to installation of the proposed structure. The California Department of Transportation (Caltrans) is a responsible agency and a general outdoor advertising display visible from the State Highway System requires an Outdoor Advertising Permit prior to construction.

Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.? No. Projects exempt from CEQA are not required to enter into a tribal cultural resource consultation.

Figure 1: Vicinity Map

Figure 2: Project Location

Figure 3: Site Plan

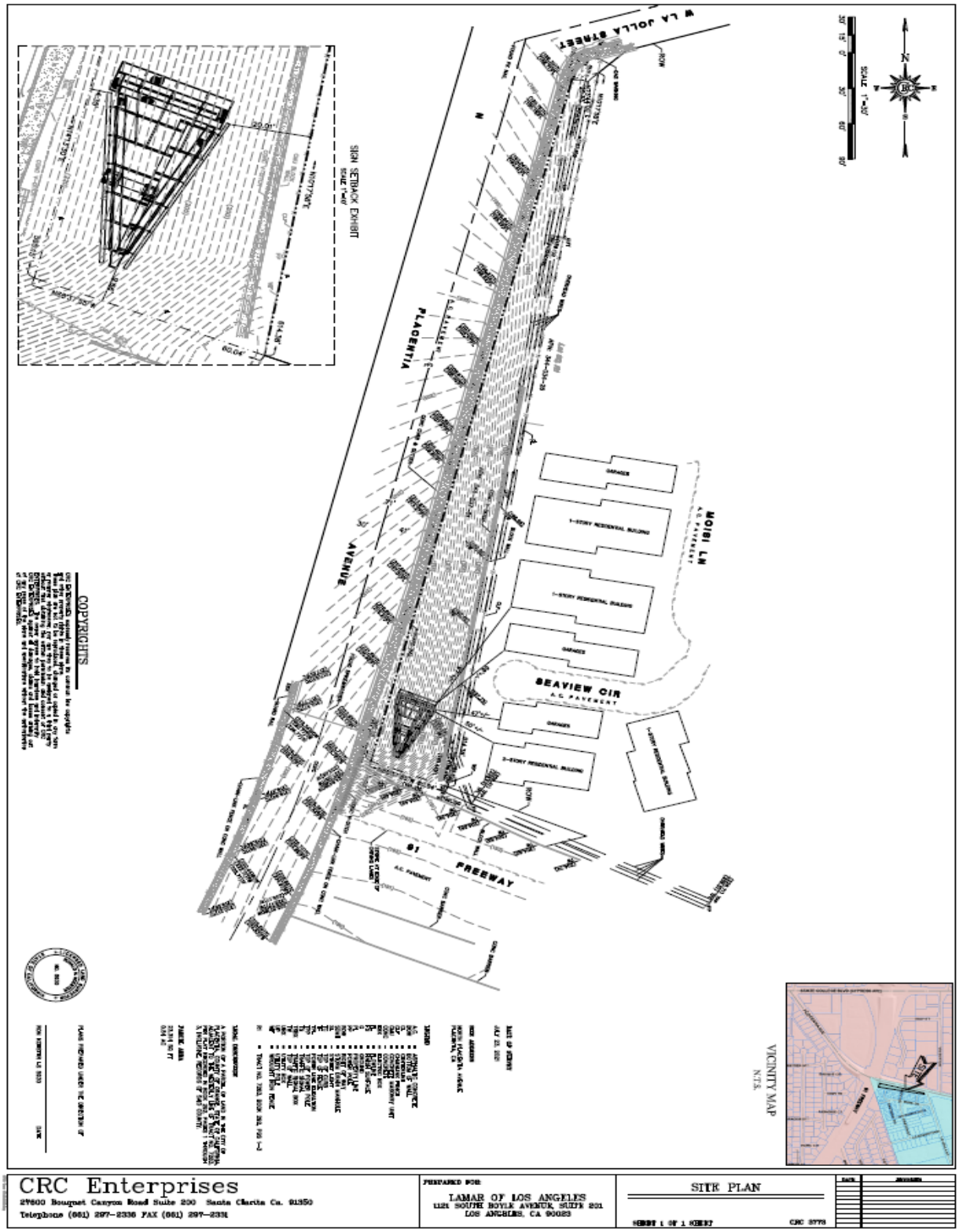


Figure 4: Sign Details

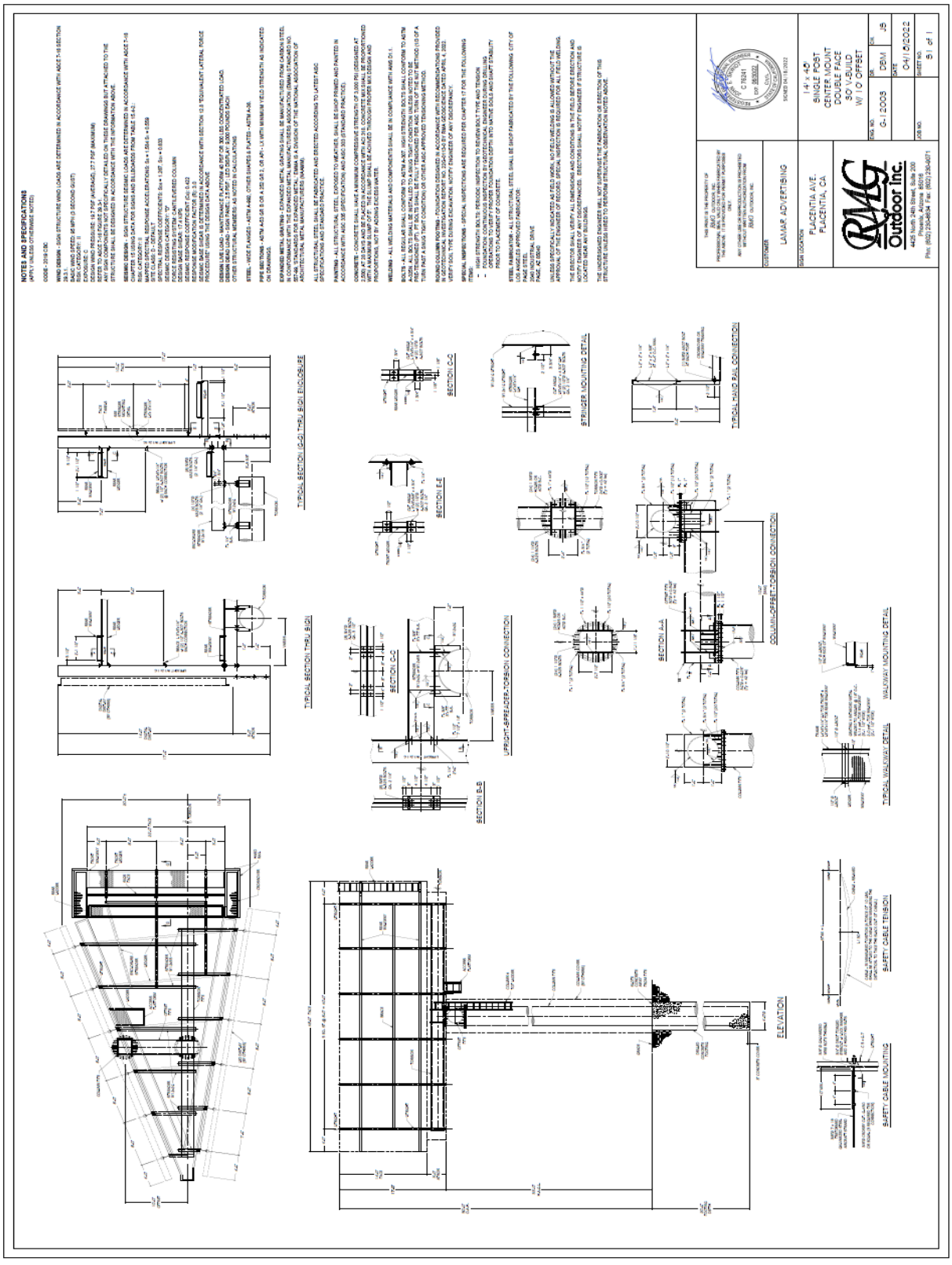


Figure 5: Cross Section

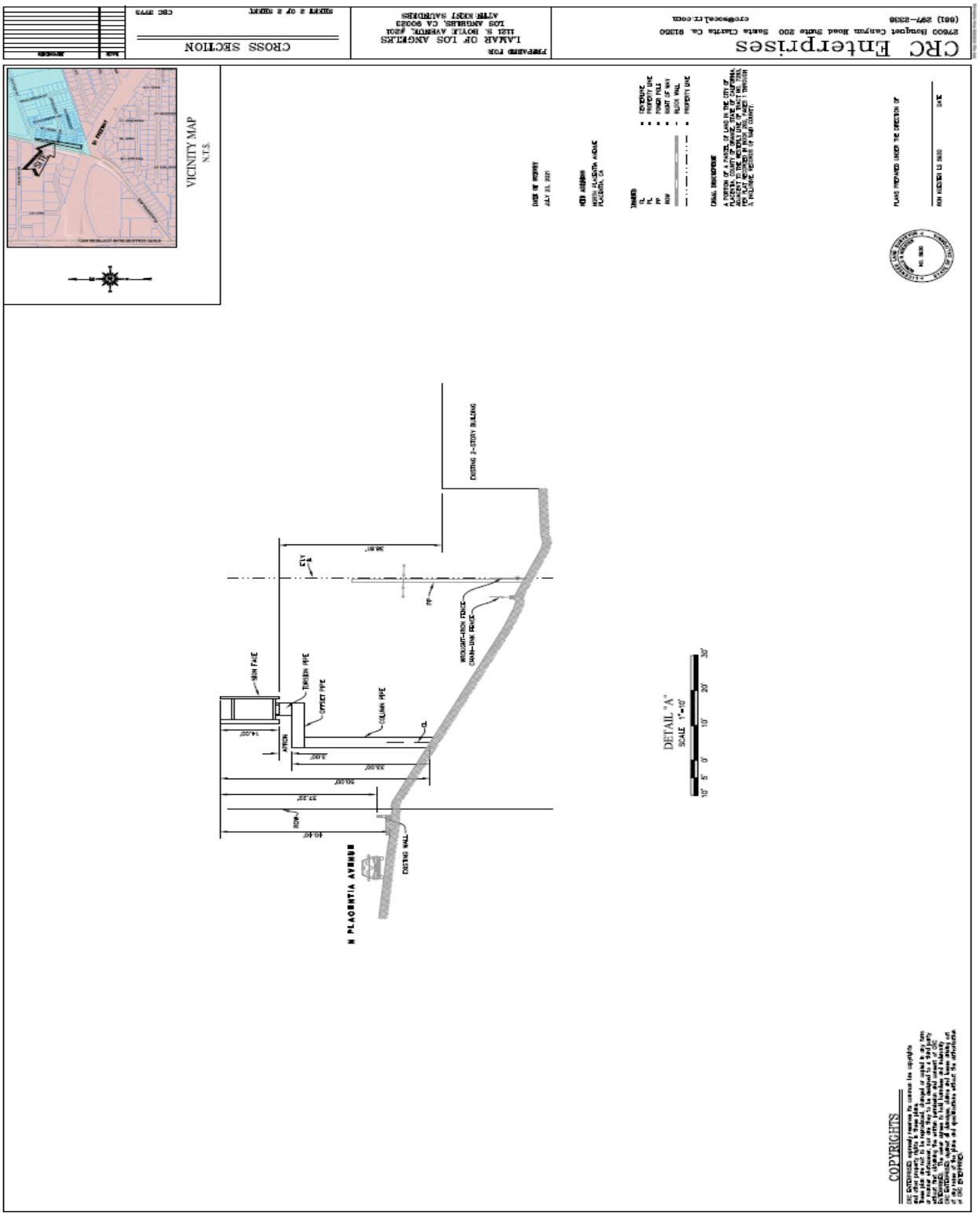


Figure 6: Sign Elevation

Environmental Factors Affected

The project could potentially result in one or more of the following environmental effects.

☐ Aesthetics and Scenic Resources	☐ Agriculture Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☒ Geology and Soils	☐ Greenhouse Gas Emissions	☐ Hazards and Hazardous Materials
☐ Hydrology and Water Quality	☐ Land Use and Planning	☐ Mineral Resources
☐ Noise and Vibration	☐ Population and Housing	☐ Public Services and Recreation
☐ Transportation	☐ Tribal Cultural Resources	☐ Utilities and Service Systems
☐ Wildfire	☐ Mandatory Findings of Significance	

Determination

On the basis of this initial evaluation:

☒ I find that the proposed project WOULD NOT have any significant effects on the environment that either have not already been analyzed in a prior EIR or that are more significant than previously analyzed, or that uniformly applicable development policies would not substantially mitigate. Pursuant to Public Resources Code Section 21094.5, CEQA does not apply to such effects. A Notice of Exemption (State CEQA Guidelines Section 15062) will be filed.

_____ _____

Signature of City Representative Date

Evaluation of Environmental Impacts

The following instructions are for the evaluation of project impacts in the Environmental Checklist:

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources the City cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3. For the purpose of this checklist, “prior EIR” means the environmental impacts report certified for a planning level decision, as supplemented by any subsequent or supplemental environmental impact reports, negative declarations, or addenda to those documents. “Planning level decision” means the enactment or amendment of a general plan, community plan, specific plan, or zoning code. (State CEQA Guidelines Section 15183.3(e).)

4. Once the City staff has determined that a particular physical impact may occur as a result of a project, then the checklist answers must indicate whether the impact has already been analyzed in a prior EIR. If the effect of the project is not more significant than what has already been analyzed, that effect of the project is not subject to CEQA. The brief explanation accompanying this determination should include page and section references to the portions of the prior EIR containing the analysis of that effect. The brief explanation shall also indicate whether the prior EIR included any mitigation measures to substantially lessen that effect and whether those measures have been incorporated into the project.

5. If the project would cause a significant adverse effect that either is specific to the project or project site and was not analyzed in a prior EIR, or is more significant than was analyzed in a prior EIR, the City must determine whether uniformly applicable development policies or standards that have been adopted by the City would substantially mitigate that effect. If so, the checklist shall explain how the project’s implementation of the uniformly applicable development policies will substantially mitigate the effect. That effect of the project is not subject to CEQA if the City makes a finding, based upon substantial evidence, that the development policies or standards will substantially mitigate that effect.

6. If all effects of a project were either analyzed in a prior EIR or are substantially mitigated by uniformly applicable development policies or standards, CEQA does not apply to the project, and the City shall file a Notice of Exemption.

7. Effects of a project that either have not been analyzed in a prior EIR, or that uniformly applicable development policies or standards do not substantially mitigate, are subject to CEQA. With respect to those effects of the project that are subject to CEQA, the checklist shall indicate whether those effects are significant, less than significant with

mitigation, or less than significant. If there are one or more "Significant Impact" entries when the determination is made, a EIR is required. The EIR should be limited to analysis of those effects determined to be significant. (State CEQA Guidelines Sections 15128, 15183.3(d).)

8. Mitigation measures required by the General Plan EIR or other relevant CEQA document relied on for environmental review of this Project will be implemented as discussed below.

9. The explanation of each issue should identify:

   a. the significance criteria or threshold, if any, used to evaluate each question; and

   b. the mitigation measure identified, if any, to reduce the impact to less than significance.

Project Evaluation

2-1 AESTHETICS AND SCENIC RESOURCES	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Have a substantial adverse effect on a scenic vista that is visible from a City scenic corridor?				☑	
b. Substantially alter or damage a scenic resource that is visible from a City scenic corridor?				☑	
c. Conflict with applicable General Plan policies or zoning regulations governing scenic quality?				☑	
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?					☑

Source: City of Placentia General Plan and GP EIR, 2019 and Daktronics Lighting Analysis dated October 2, 2025.

a) Analyzed in the Prior GP EIR. The Placentia General Plan does not identify any scenic vistas within the City boundaries. Additionally, the General Plan EIR states that the City is approaching full buildout with 98 percent of the city developed and that the City does not offer any scenic resources. The proposed sign location is within a highly urbanized area along to S. Placentia Avenue and adjacent to SR-91 freeway corridor and no scenic vistas exist at these locations; therefore, the construction of the proposed sign would have a less than significant effect on a scenic vista. No mitigation measures are required.

b) Analyzed in the Prior GP EIR. The project site is located in an urban setting characterized by a mix of single-family residential, commercial and industrial development. Views of the existing streetscape are characterized by low height (one-story to two-story) buildings, utilities (including utility lines, poles, and street lights) and landscaping. There are no designated scenic highways or scenic resources in the vicinity of the proposed sign. Impacts would be less than significant and no mitigation measures are required.

c) Analyzed in the Prior GP EIR. The Placentia General Plan does not identify any scenic vistas within the City boundaries. The construction of the proposed sign would not conflict with General Plan policies relating to scenic resources. The project will be consistent with applicable zoning regulations for the Manufacturing District. No mitigation measures are required.

d) Substantially Mitigated by Uniformly Applicable Development Policies. The area adjacent to the proposed sign is fully urbanized with a significant amount of existing light and glare. The proposed sign would incrementally add to the existing level of light

and glare in the area. The lighting intensity of billboards adjacent to highways is regulated by *California Vehicle Code* § 21466.5, which requires the intensity level of billboard copy to be adjusted based on ambient light levels, as follows:

"No person shall place or maintain or display, upon or in view of any highway, any light of any color of such brilliance as to impair the vision of drivers upon the highway. A light source shall be considered vision impairing when its brilliance exceeds the values listed below. The brightness reading of an objectionable light source shall be measured with a 1-1/2-degree photoelectric brightness meter placed at the driver's point of view. The maximum measured brightness of the light source within 10 degrees from the driver's normal line of sight shall not be more than 1,000 times the minimum measured brightness in the driver's field of view, except that when the minimum measured brightness in the field of view is 10 foot-lamberts or less, the measured brightness of the light source in foot-lambert shall not exceed 500 plus 100 times the angle, in degrees, between the driver's line of sight and the light source."

A lighting analysis (see Appendix A) has been prepared analyzing light intensity levels of the proposed billboard faces at various angles and distances from the proposed sign. The nearest residences to the proposed sign are located approximately 47 feet downslope to the east. The highest estimated lighting intensity at these residences would be approximately 0.3 foot-candles assuming an all-white display and absolute darkness in the vicinity of the sign. A foot-candle is the light intensity emitted by one candle at a distance of one foot. The presence of nighttime ambient light, such as roadway lighting, residential lighting, commercial lighting, the moon, etc. would diminish the impact of the light output from the sign. In the context of the highly urbanized setting, this level of lighting intensity is not considered to be a significant source of light or glare that would adversely affect day or nighttime views. In addition, the following mitigation measures would require the lighting intensity level of the proposed sign to comply with state regulations and also require periodic monitoring, which would reduce this potential impact to a level that is less than significant.

AES-1 *Lighting intensity levels for the sign shall not exceed the current standards set forth in the California Vehicle Code, California Outdoor Advertising Act, or Federal Highway Administration guidelines or regulations, whichever is most restrictive, as they may be amended from time to time. Prior to issuance of building permits for the sign, evidence shall be submitted in a manner acceptable to the City Engineer demonstrating that the design and operational characteristics of the sign comply with all state and federal standards, and all required Caltrans permits have been obtained.*

AES-2 *To ensure that the lighting intensity level is consistent with those described in the lighting analysis (Appendix A), quarterly field monitoring shall be conducted by a qualified technician approved by the City using the method described in the OAAA publication titled "Digital Billboard Foot-Candle Measurement". If field monitoring indicates that the lighting intensity level exceeds those described in the lighting analysis, the City Engineer shall immediately cause the sign's operation be modified to conform to the lighting analysis.*

2-2 AGRICULTURE RESOURCES	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Convert Prime Farmland, Farmland of Statewide Importance, or Unique Farmland (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?			☑		
b. Conflict with existing zoning for agricultural use or a Williamson Act contract?			☑		
c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?			☑		

Source: City of Placentia General Plan and GP EIR, 2019.

a-c) No Impact. According to the Placentia General Plan EIR, there are no farmland or forest resources in the area affected by the project, and no impacts would occur. No mitigation measures are necessary.

2-3 AIR QUALITY	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Conflict with or obstruct implementation of the current South Coast Air Quality Management Plan?		☑			
b. Result in a cumulatively considerable net increase of ROC and/or NOx emissions?		☑			
c. Expose sensitive receptors to substantial pollutant concentrations of fugitive dust, carbon monoxide, and/or toxic air contaminants?		☑			
d. Result in other emissions that create objectionable odors adversely affecting a substantial number of people?		☑			

Source: City of Placentia General Plan, GP EIR, 2019, Giroux & Associates, Air Quality and GHG Impact Analyses, Electronic Billboard Project, City of Placentia, California dated

August 18, 2015 and California Emission Estimator Model (CalEEMod), Version 2022.1.1.30, 2025.

a) Less Than Significant. The South Coast 2022 AQMP incorporates land use assumptions from local general plans and regional growth projections developed by the SCAG to estimate stationary and mobile air emissions associated with projected population and planned land uses. If the proposed land use is consistent with the local general plan, then the impact of the project is presumed to have been accounted for in the AQMP. This is because the land use and transportation control sections of the AQMP are based on the SCAG regional growth forecasts, which incorporate projections from local general plans. The project is consistent with the General Plan land use designation of Industrial. Therefore, the land use would continue to be consistent with the local general plan and the impacts of the project are still accounted for in the AQMP. Another measurement tool in evaluating consistency with the AQMP is to determine whether a project would generate population and employment growth and, if so, whether that growth would exceed the growth rates forecasted in the AQMP and how the project would accommodate the expected increase in population or employment. The project would create minimal increase in population and overall vehicle miles traveled (VMT) during construction and operations, which would be included in the growth rates forecasted in the AQMP.

b) Less Than Significant with Mitigation Measures. Since the SCAB is currently in nonattainment for ozone and $PM_{2.5}$, related projects may exceed an air quality standard or contribute to an existing or projected air quality exceedance. The SCAQMD neither recommends quantified analyses of construction and/or operational emissions from multiple development projects nor provides methodologies or thresholds of significance to be used to assess the cumulative emissions generated by multiple cumulative projects. Instead, the District recommends that a project's potential contribution to cumulative impacts be assessed by utilizing the same significance criteria as those for project-specific impacts. Furthermore, the SCAQMD states that if an individual development project generates less-than-significant construction or operational emissions impacts, then the development project would not contribute to a cumulatively considerable increase in emissions for those pollutants for which the Basin is in nonattainment.

Potential impacts to air quality could occur during sign construction and during on-going operations. The following discussion is based on the air quality impact analysis conducted by Giroux and Associates as part of the CEQA analysis for a similar sign project at 380 S. Placentia Avenue. The Giroux air quality study was part of the IS/MND certified by the City on October 6, 2015. The City finds that because the type of equipment to be used, the duration of construction activities, and ongoing operational characteristics for the proposed 1470 S. Placentia Avenue sign would be substantially similar to those for the 380 S. Placentia Avenue sign, the findings from the 2015 air quality analysis accurately reflect potential impacts that would result from the proposed 1470 S. Placentia sign.

Construction Emissions

During construction, emissions would be generated by gasoline- or diesel-powered construction equipment. Fugitive dust emissions could also occur during site preparation and excavation. Based upon the anticipated duration of construction being 4 days and the type of equipment used (1 drill/bore rig, 1 loader/backhoe, and 1 crane), the following table summarizes the projected levels of emissions that would be expected to occur compared to the thresholds of significance established by the SCAQMD. As seen in the table, the total projected emissions for the sign would be substantially less than

SCAQMD thresholds for all categories of pollutants based on modeling using the California Emissions Estimator Model (CalEEMod) Version 2022.1.1.30.

Table 2
DAILY CONSTRUCTION EMISSIONS

Emission Category	Daily Construction Emissions (lbs/day)					
	ROG	NOx	CO	SO2	PM_{10}	$PM_{2.5}$
Construction Emissions	0.69	6.44	11.2	0.02	0.32	0.25
SCAQMD Thresholds	**75**	**100**	**550**	**150**	**150**	**55**

Although emissions would be less than significant without mitigation, the following measures are required by AQMD regulations and will be required by the City in order to minimize potential impacts.

Mitigation Measures

AQ-1 *During construction, the following requirements shall be enforced by the City Building Official in order to reduce fugitive dust emissions:*

1. *Prepare a high wind dust control plan.*
2. *Cover all stock piles with tarps at the end of each day or as needed.*
3. *Provide water spray during loading and unloading of earthen materials.*
4. *Minimize in-out traffic from construction zone.*
5. *Sweep streets daily if visible soil material is carried out from the construction site.*

AQ-2 *During construction, the following requirements shall be enforced by the City Building Official to reduce equipment exhaust emissions:*

1. *Utilize well-tuned off-road construction equipment.*
2. *Establish a preference for contractors using Tier 3 or better heavy equipment.*
3. *Enforce 5-minute idling limits for both on-road trucks and off-road equipment.*

Prior to issuance of any building permits the Building Official shall ensure that these requirements are noted on the construction drawings, and the Building Inspector shall confirm that they are adhered to throughout the construction phase.

Operational Emissions

The proposed sign would be hard-wired to the electrical grid and no on-site generators would be used during operation, therefore the sign would not directly generate emissions on site. Off-site emissions could increase incrementally due to an increased demand for electricity from electrical generation facilities. However, electrical consumption has no single uniquely related air pollution emissions source because power is supplied to and drawn from a regional grid. Electrical power is generated regionally by a combination of non-combustion (nuclear, hydroelectric, solar, wind, geothermal, etc.) and fossil fuel combustion sources. There is no direct nexus between consumption and the type of power source or the air basin where the source is located. Operational air pollution emissions from electrical generation are not

attributable on a project-specific basis and therefore are considered less than significant. In addition, emissions from fossil fuel generation facilities are expected to decline over time as older plants are upgraded with new pollution control technology or are replaced with cleaner power plants.

During operation, the routine monthly maintenance is assumed to involve light-duty truck traffic to the site, or approximately 12 trips per year. As seen in the following table, total projected emissions for ongoing maintenance operations would be substantially less than SCAQMD thresholds for all categories of pollutants.

Table 3
DAILY OPERATIONAL EMISSIONS

Emission Category	Daily Operational Emissions (lbs/day)					
	ROG	NOx	CO	SO2	PM_{10}	$PM_{2.5}$
Operations Emissions	0.00	0.00	0.00	0.00	0.00	0.00
SCAQMD Thresholds	55	55	550	150	150	55

Maintenance vehicles must comply with state and federal emissions regulations, and potential impacts related to ongoing operation would be less than significant. No mitigation measures are required.

c) - d) Less Than Significant. During construction, dust and other air pollutants and odors could be generated by gasoline- or diesel-powered equipment. Required compliance with AQMD regulations (e.g., watering to suppress dust, regular maintenance and tune-ups of construction equipment and vehicle engines, location of staging areas as far as practical from sensitive land uses) and Mitigation Measure AQ-1 would reduce these potential impacts to a level that is less than significant.

2-4 BIOLOGICAL RESOURCES	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Have a substantial adverse effect, either directly or through habitat modification, on any species identified as a candidate, sensitive, or special status species by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?			☑		
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?			☑		

c. Have a substantial adverse effect on state or federally regulated and/or protected wetlands through direct removal, filling, hydrological interruption, or other means?			☑		
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			☑		

Source: City of Placentia General Plan and GP EIR, 2019

a) - d) No Impact. The project site has been previously disturbed and no sensitive biological resources, riparian habitat or wetlands are present. Some ornamental or ruderal plants that are currently on site may be removed as part of site preparation. The site is not part of a migratory wildlife corridor. No impacts would occur and no mitigation measures are necessary.

2-5 CULTURAL RESOURCES	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5 of the State CEQA Guidelines?				☑	
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5 of the State CEQA Guidelines?		☑			
c. Disturb any human remains, including those interred outside of formal cemeteries?		☑			

Source: City of Placentia General Plan and GP EIR, 2019

a) Analyzed in the Prior GP EIR. According to the Placentia General Plan, the project site contains no historical resources. No impacts would occur and no mitigation measures are required.

b) Less Than Significant with Mitigation. Construction of the sign foundation would involve subsurface excavation, which has the potential to disturb archaeological resources that could be present. However, the project site is not located within a known area of archaeological sensitivity. In the event that archaeological artifacts were uncovered during construction, Mitigation Measure CUL-1 would reduce this potential impact to a level that is less than significant.

CUL-1 *If evidence of subsurface archaeological resources or artifacts is uncovered during excavation, work shall be halted immediately and the City Building Official shall be notified. The Building Official shall require that a cultural resources investigation is conducted by a qualified investigator and if the find is determined to be significant, a mitigation plan shall be implemented to meet the requirements of CEQA Guidelines §15064.5. The Building Official shall ensure that a note describing this requirement is placed on all grading and building plans.*

c) Less Than Significant with Mitigation. The project site has been disturbed during prior construction of the S. Placentia Avenue overpass, and therefore it is considered unlikely that human remains in a previously unknown burial site could be encountered during construction of the proposed sign. However, should any human remains be uncovered during construction, Mitigation Measure CUL-2 would reduce impacts in this regard to a level that is less than significant.

CUL-2 *Should any human bone be encountered during excavation, all activity shall cease immediately and the contractor shall notify the City Building Official. The Building Official shall notify the County Coroner pursuant to §§5097.98 and 5097.99 of the Public Resources Code relative to Native American remains. Should the Coroner determine the human remains to be Native American, the Native American Heritage Commission shall be contacted pursuant to Public Resources Code §5097.98, and a mitigation plan shall be developed and implemented pursuant to state law.*

2-6 ENERGY	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Consume energy resources in a wasteful, inefficient, or unnecessary amount during project construction and/or operation?		☑			
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			☑		

Source: City of Placentia General Plan and GP EIR, 2019

a) Less Than Significant. According to the CEQA Guidelines § 15126.2(d), "uses of nonrenewable resources during the initial and continued phases of the project may be irreversible since a large commitment of such resources makes removal or nonuse thereafter unlikely. Primary impacts and, particularly, secondary impacts (such as highway improvement that provides access to a previously inaccessible area) generally commit future generations to similar uses. Also, irreversible damage can result from environmental accidents associated with the project. Irretrievable commitments of resources should be evaluated to assure that such current consumption is justified." Therefore, the purpose of this analysis is to identify any significant irreversible environmental effects of project implementation that cannot be avoided.

Both construction and operation of the project would lead to the consumption of limited, slowly renewable, and non-renewable resources, committing such resources to uses that future generations would be unable to reverse. The new development would require the commitment of resources that include (1) building materials, (2) fuel and operational materials/resources and (3) the transportation of goods and people to and from the project.

During project construction, energy would be consumed in the form of electricity associated with the conveyance of water used for dust control and, on a limited basis, powering lights, electronic equipment, or other construction activities necessitating electrical power. Construction activities for the erection of an outdoor advertising display typically do not involve the consumption of natural gas. Project construction would also consume energy in the form of petroleum-based fuels associated with the use of off-road construction vehicles and equipment on the project site, construction worker travel to and from the project site, and delivery and haul truck trips hauling solid waste from and delivering building materials to the project site. During project operation, energy would be consumed for powering the outdoor advertising display and maintenance vehicle trips.

Estimated project operation total and per-capita energy usage, which was estimated by CalEEMod as part of the greenhouse gas emissions analysis, is shown in Section 2-8. Vehicle miles traveled (VMT) were used as a surrogate for energy from consumption of transportation fuels. While a variety of factors govern the relationship between VMT and fuel energy, in general, an increase in VMT results from an increase in motor vehicle energy use. The project would comply with all applicable regulations and codes which require achievement of various levels of energy efficiency in construction and operation.

The commitment of resources required for the construction and operation of the project would limit the availability of such resources for future generations or for other uses during the life of the project. However, the use of such resources would be reduced when compared to what they would be in the absence of complying with Building Codes. Therefore, energy consumption would not result in a substantial increase in energy production for energy providers and the energy demand associated with the project would be less than significant.

b) No Impact. The City of Placentia does not have local energy plans. Therefore, there would be no conflict, and there would be less than significant impacts.

2-7 GEOLOGY AND SOILS	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?				☑	
b. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking, seismic-related ground failure, including liquefaction or landslides?				☑	
c. Result in substantial soil erosion or the loss of topsoil during project construction and/or operation?		☑			
d. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction, or collapse?				☑	
e. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?			☑		
f. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?			☑		
g. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		☑			

Source: City of Placentia General Plan and GP EIR, 2019

a) Analyzed in the Prior GP EIR. The Alquist-Priolo Earthquake Fault Zoning Act was passed in 1972 to mitigate the hazard of surface faulting to structures for human occupancy. The Act's main purpose is to prevent the construction of buildings used for

human occupancy on the surface trace of active faults. The law requires the State Geologist to establish regulatory zones (known as Earthquake Fault Zones) around the surface traces of active faults and to issue appropriate maps. According to California Department of Conservation maps, the City of Placentia is not affected by any State-established Earthquake Fault Zone. According to the *Placentia General Plan*, the Whittier Fault forms the northerly extension of the Elsinore Fault (a major active zone). The Whittier Fault is considered potentially active requiring appropriate construction setbacks from its surface trace. Whittier Fault is at least 1,000 feet north of the City limits; therefore, it is not expected to have any direct impact on the proposed sign. Potential impacts related to Alquist-Priolo zones would be less than significant and no mitigation measures are required.

b) Analyzed in the Prior GP EIR. Placentia is located within a seismically active region of Southern California. The region's major active faults include the San Andreas, Norwalk, Whittier/Elsinore, Newport/Inglewood, and Sierra Madre/San Fernando faults, among others, which are potential sources of seismic ground shaking within the city. Due to Placentia's location with respect to the known active and potentially active faults present in Southern California, the potential for ground shaking in the city is considered generally moderate. The intensity of ground shaking would depend upon the magnitude of the earthquake, distance to the epicenter, and the geology of the area between the epicenter and the site. The General Plan concluded that although ground rupture is not considered to be a major concern for the City of Placentia, it is still likely that the city will be subject to some moderate to severe seismic shaking. The intensity of ground-shaking would depend upon the magnitude of the earthquake, distance to the epicenter and the geology of the area between the epicenter and the City. Some degree of structural damage is likely to occur due to strong seismic shaking; however, the risk of substantial damage can be reduced through adherence to seismic design codes (California Building Code 2022 or subsequently adopted version). According to the California Division of Mines and Geology's *Seismic Hazard Zones Maps* (Anaheim and Orange Quadrangles) and in in Figure 4.8-2, Potential Liquefaction and Landslide Hazard Zones of the General Plan EIR, the site is not located in any seismic hazard zone, including liquefaction. The proposed sign would not be occupied, and therefore the only risk due to seismic activity would occur if the structure were to fall onto an occupied building, a person outside a building, or onto a roadway creating a traffic hazard.

The City regulates all development under the requirements of the current 2022 California Building Code (see PMC Title 20) and will follow the 2025 Code upon its effective date of January 1, 2026. The effects of ground shaking, landslides and soil conditions would be substantially mitigated through design and construction in conformance with the Building Code and applicable engineering standards. Therefore, the proposed sign would not expose people or structures to significant adverse impacts involving strong seismic ground shaking. No mitigation measures are required.

c) Less Than Significant. Clearing, grading and excavation during construction of the proposed sign could expose soils to short-term erosion by wind and water, and loss of topsoil. Grading and building plans are required to include drainage and erosion control measures to minimize the impacts from erosion and sedimentation during excavation. Required compliance with the National Pollutant Discharge Elimination System (NPDES) and PMC Chapter 16.20, *Stormwater Runoff and Urban Pollutant Control*, as well as NPDES requirements for erosion control, grading, and soil remediation, would reduce potential impacts to a level that is less than significant. No mitigation measures are necessary.

d) Analyzed in the Prior GP EIR. The standard requirements listed under items a) and b) above would reduce potential impacts to a less than significant level. No mitigation measures are required.

e) No Impact. Expansive soils have the potential to expand when water is added and shrink when water is lost and can result in damage to overlying structures and infrastructure. The site is not located on a geologic unit or soil that is unstable or expansive. No mitigation measures are required.

f) No Impact. No septic tanks or wastewater systems are proposed in connection with the project. No impacts would occur and no mitigation measures are necessary.

g) Less Than Significant with Mitigation Measures. Construction of the sign foundation would involve subsurface excavation, which has the potential to disturb paleontological resources that could be present. However, the project site is not located within a known area of paleontologic sensitivity (Orange County General Plan, Figure VI-9). In the event that paleontological artifacts were uncovered during construction, Mitigation Measure GEO-1 would reduce this potential impact to a level that is less than significant.

GEO-1 *If evidence of subsurface paleontological resources or artifacts is uncovered during excavation, work shall be halted immediately and the City Building Official shall be notified. The Building Official shall require that a paleontological resources investigation is conducted by a qualified investigator and if the find is determined to be significant, a mitigation plan shall be implemented to meet the requirements of CEQA Guidelines §15064.5. The Building Official shall ensure that a note describing this requirement is placed on all grading and building plans.*

2-8 GREENHOUSE GAS EMISSIONS	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?		☑			
b. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			☑		

Source: City of Placentia General Plan, GP EIR, 2019, Giroux & Associates, Air Quality and GHG Impact Analyses, Electronic Billboard Project, City of Placentia, California dated August 18, 2015 and California Emission Estimator Model (CalEEMod), Version 2022.1.1.30

Potential impacts related to greenhouse gas emissions could occur during sign construction and during on-going operation. The following discussion is based on the air quality impact analysis conducted by Giroux and Associates as part of the CEQA analysis

for a similar sign project at 380 S. Placentia Avenue. The Giroux air quality study was part of the IS/MND certified by the City on October 6, 2015. The City finds that because the type of equipment to be used, the duration of construction activities, and ongoing operational characteristics for the proposed 1470 S. Placentia Avenue sign would be substantially similar to those for the 380 S. Placentia Avenue sign, the findings from the 2015 air quality analysis accurately reflect potential impacts that would result from the proposed 1470 S. Placentia sign.

a) Less Than Significant. The CEQA Guidelines require a lead agency to make a good-faith effort based, to the extent possible, on scientific and factual data in order to describe, calculate, or estimate the amount of greenhouse gas (GHG) emissions resulting from a project. In 2008, the SCAQMD adopted an Interim Quantitative GHG Significance Threshold for industrial projects where the SCAQMD is the lead agency (e.g., stationary source permit projects, rules, plans, etc.) of 10,000 Metric Tons (MT) CO2 equivalent/year. In 2010, the SCAQMD Working Group released revisions which recommended a threshold of 3,000 MT CO2e for all land use type projects. This more conservative 3,000 MT/year recommendation has been used as a guideline for this analysis. In the absence of an adopted numerical threshold of significance, project related GHG emissions in excess of the guideline level are presumed to trigger a requirement for enhanced GHG reduction at the project level.

Construction Emissions

During construction, emissions would be generated by gasoline- or diesel-powered construction equipment. The anticipated duration of construction for the proposed sign is expected to be approximately 3 days. Estimated total GHG emissions would be 2.12 MT CO2e, or less than 0.1 percent of the SCAQMD threshold. Although emissions would be far below the level of significance, required compliance with Mitigation Measure AQ-1 during construction would further reduce GHG emissions.

Operational Emissions

The proposed sign would be hard-wired to the electrical grid and no on-site generators would be used. As discussed in the Air Quality analysis, monthly maintenance trips are assumed. Vehicular emissions from 12 maintenance trips per year are estimated to be 0.0 MT CO2e per year.

Indirect emissions would also result from electrical generation for sign lighting. Electricity is generated from a variety of resources at various locations in the western United States. The California Climate Action Registry Protocol (2009) states that each megawatt-hour (MW-HR) of electricity consumption in California results in the release of 0.331 MT of CO2e. The proposed sign is expected to consume 100 MW-HR/year, which would result in total emissions of 33.1 MT CO2e.

Total operational emissions from both maintenance and electrical generation is estimated to be approximately 33.1 MT CO2e, which is substantially less than the SCAQMD recommended significance threshold of 3,000 MT/yr. Impacts would be less than significant and no mitigation measures are required.

b) No Impact. There are no City policies or regulations for greenhouse gas emissions, therefore the applicable GHG planning guidance is Assembly Bill 32. As discussed in a) above, impacts from construction and operation of the proposed sign would be less than significant and would not conflict with any applicable plan, policy or regulation related to

greenhouse gas emissions. No impacts would occur and no mitigation measures are necessary.

2-9 HAZARDS AND HAZARDOUS MATERIALS	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the project:					
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?		☑			
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?		☑			
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?		☑			
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			☑		
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?			☑		

Source: City of Placentia General Plan and GP EIR, 2019

a) Less Than Significant. During construction, flammable fuels and materials would be used on-site. Existing City building and fire regulations requiring proper safety precautions would reduce this potential impact to a level that is less than significant. No hazardous materials would be expected to be used or stored on-site after completion of construction. Therefore, impacts regarding transport, use or disposal of hazardous materials would be less than significant. No mitigation measures are required.

b) Less Than Significant. As noted in a) above, flammable or hazardous materials could be used during construction; however, standard safety protocols required under City regulations would reduce this potential impact to a level that is less than significant. No mitigation measures are required.

c) Less Than Significant. There are no schools located within one-quarter mile of the project site. Since the proposed sign would not emit hazardous emissions or handle acutely hazardous materials, the requirements noted in a) and b), above, would reduce impacts to a level that is less than significant. No mitigation measures are required.

d) No Impact. There are no sites in Placentia on a hazardous materials sites list. No impacts would occur and no mitigation measures are necessary.

e) No Impact. There are no airports located within the city or in its immediate vicinity. The nearest airport (Fullerton Municipal Airport) is located approximately 6.7 miles northwest of the project site. The project site is outside the Height Restriction Zone area for Fullerton Airport. Therefore, the proposed project would not result in a safety hazard related to aircraft operations. No impacts would occur and no mitigation measures are required.

2-10 HYDROLOGY AND WATER QUALITY	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?		☑			
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			☑		
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation onsite or offsite?			☑		

d.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would substantially increase the rate or amount of surface runoff in a manner which would result in flooding onsite or offsite?			☑	
e.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of pollutant runoff?			☑	
f.	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would impede or redirect flood flows?			☑	
g.	Be located in a flood hazard zone and risk the release of pollutants due to project inundation?			☑	

Source: City of Placentia General Plan, GP EIR, 2019 and National Flood Hazard Layer web services provided by Federal Emergency Management Agency (FEMA), Panel 06059C0132J, effective 12-3-2009.

a) Less Than Significant. Grading and excavation for the proposed sign could expose loose soil to wind and water erosion. If not controlled, the transport of these materials to local waterways could temporarily increase suspended sediment concentrations and release pollutants attached to sediment particles into local waterways. Required compliance with standard grading and building permit erosion control and water quality requirements (e.g., berms, sediment basins and traps, silt fences, straw dikes) would reduce these potential impacts to a level that is less than significant. No mitigation measures are necessary.

b) No Impact. The proposed sign would not use water, other than for dust suppression during construction, nor substantially interfere with groundwater recharge. There will be no impacts and no mitigation measures are necessary.

c) - f) No Impact. The footing for the sign pole would be approximately 4 feet in diameter (approximately 15 sq. ft.) and would not have a significant effect on drainage patterns or surface runoff. The project site does not include a stream course or river. As noted in Section a) above, standard building permit requirements would reduce impacts to water quality to a level that is less than significant. The proposed sign would not have any other adverse effects on water quality and no mitigation measures are necessary.

g) No Impact. No housing is proposed as part of the project. The site is delineated as Zone X on National Flood Hazard Layer web services provided by Federal Emergency Management Agency (FEMA), Panel 06059C0132J, and effective 12-3-2009. No impacts would occur and no mitigation measures are necessary.

2-11 LAND USE AND PLANNING	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Physically divide an established neighborhood or community?			☑		
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation or applicable goal or policy from the City of Placentia General Plan that was adopted for the purpose of avoiding or mitigating an environmental effect?		☑			

Source: City of Placentia General Plan and GP EIR, 2019

a) No Impact. The proposed sign would be located on non-residential property and would not divide established communities. No impacts would occur and no mitigation measures are necessary.

b) Less Than Significant Impact. The City of Placentia and the California Department of Transportation (Caltrans) have jurisdiction over the proposed project. Section 2-1, d) above (Aesthetics/Light and Glare) also addresses the issues subject to Caltrans jurisdiction. There are no potential conflicts with applicable plans, policies and regulations of the City of Placentia. The project site is not within a habitat conservation plan or NCCP area. The lighting intensity would be limited in conformance with state regulations regarding signage along freeways.

State Standards:

The Outdoor Advertising Act (*Business and Professions Code* Sec. 5200 *et seq*.) establishes locational standards for advertising displays along highways. Signs in business areas within 660 feet of a highway under Caltrans jurisdiction must be separated by at least 500 feet (static displays) or 1,000 feet (digital displays) on the same side of the highway. Since the proposed sign would be within 660 feet of the right-of-way of a highway facility under Caltrans jurisdiction, it is subject to Caltrans

permitting requirements. The proposed sign would not conflict with those requirements because it would be located on property that is zoned industrial and would not violate applicable spacing requirements. For the reasons noted, potential impacts would be less than significant and no mitigation measures are necessary.

2-12 MINERAL RESOURCES	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				☑	
b. Result in the loss of availability of a locally important mineral resource recovery site delineated in the City of Placentia General Plan, specific plan, or other applicable land use plan?				☑	

Source: City of Placentia General Plan and GP EIR, 2019

a) – b) Analyzed in the Prior GP EIR. The General Plan EIR detailed that there are no mineral resources or recovery areas designated within the area affected by the proposed project. No impacts would occur and no mitigation measures are necessary.

2-13 NOISE AND VIBRATION	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Generate construction noise levels that exceed the Noise Ordinance exterior or interior noise standards at residential properties during the hours that are specified in Section 23.76.070.8 of the City of Placentia Municipal Code?		☑			
b. Generate a substantial temporary (non-construction) or permanent increase in noise levels at existing sensitive receptors in the vicinity of the project site?		☑			
c. Generate excessive ground borne vibration?		☑			

Source: City of Placentia General Plan, GP EIR, 2019 and Placentia Municipal Code

a) – b) Less Than Significant. Potential short-term noise impacts could occur during construction of the proposed sign.

Short-Term Construction Impacts

City noise standards are established in Chapter 23.76 of the Placentia Municipal Code; however, Section 23.76.070.8 of the Code exempts construction noise from those standards during the hours of 7 a.m. to 7 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday. Noise levels during construction can be estimated based upon the type of construction equipment and duration of construction. No blasting or pile driving would be permitted in connection with sign construction. The following table summarizes typical noise levels for the types of construction equipment expected to be used during sign construction:

Table 4
NOISE SOURCES

Principal Noise Sources	Reference Noise Level, (Lmax in dBA at 50 feet)
Drill Rig	79
Crane	81
Loader/Backhoe	78
Flat Bed Truck	74

Source: FHWA, 2011

The nearest noise-sensitive use to the project site is the residential neighborhood to the east (downslope from the project) and the closest homes are approximately 47 feet from the proposed sign location. These noise levels are based on a direct line-of-sight path between the noise source and the receptor. These estimated noise levels would be less than significant when considering that grading/construction activity would be expected to last only 3 to 5 days and City noise regulations limit construction to daytime hours. No mitigation measures are required.

c) Less Than Significant. Construction activities generate ground-borne vibration when heavy equipment travels over unpaved surfaces or when it is engaged in soil movement. Excessive groundborne vibration is typically caused by activities such as blasting in mining operations or pile driving. No blasting or pile driving would occur during construction of the proposed sign. The effects of ground-borne vibration include discernable movement of building floors, rattling of windows, shaking of items on shelves or hanging on walls, and rumbling sounds. Vibration-related problems generally occur due to resonances in the structural components of a building because structures amplify groundborne vibration. Within the “soft” sedimentary surfaces of much of Southern California, ground vibration is quickly damped out. Groundborne vibration is almost never annoying to people who are outdoors. Groundborne vibration from construction activities rarely reaches levels that can damage structures. Because vibration is typically not an issue, very few jurisdictions have adopted vibration significance thresholds. Vibration thresholds have been adopted for major public works construction projects, but these relate mostly to structural protection (cracking foundations or stucco) rather than to human annoyance. The nearest residence is approximately 50 feet from the construction site. When considering that construction is expected to last only 3 to 5 days and is

restricted by City regulations to daytime hours, vibration impacts would be less than significant. No mitigation measures are required.

2-14 POPULATION AND HOUSING	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Induce substantial unplanned population growth in an area, either directly or indirectly?			☑		
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?			☑		

Source: City of Placentia General Plan and GP EIR, 2019

a) No Impact. Construction of the proposed sign would have no effect on population growth. No impacts would occur and no mitigation measures are necessary.

b) No Impact. The project site is vacant and construction of the proposed sign would not result in the displacement of housing or people. No impacts would occur and no mitigation measures are necessary.

2-15 PUBLIC SERVICES AND RECREATION	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services? • Fire Protection • Police Protection • Schools • Parks • Other Public Services			☑		

b. Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			☑		
c. Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			☑		

Source: City of Placentia General Plan and GP EIR, 2019

a) No Impact. The proposed sign would not generate additional demand for fire protection, police protection, schools, parks or other public facilities as the sign would not create a habitable space or use unusual sources of energy or materials for operation that would require specific City responses outside of routine and anticipated calls for service from City emergency responders and public works crews. No impacts would occur and no mitigation measures are necessary

b) No Impact. The proposed sign would have no impact on the use of parks and recreational facilities, as the project would not create habitable space or employees who frequently work at the site; therefore, no mitigation measures are necessary.

c) No Impact. The proposed project does not include recreational facilities and would not require expansion of any recreational facilities as the project would not create habitable space or employees who frequently work at the site. No impacts would occur and no mitigation measures are necessary.

2-16 TRANSPORTATION	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?			☑		
b. Conflict or be inconsistent with CEQA Guidelines Section 15064.3(b) for the reduction of vehicle miles travelled (VMT)?			☑		
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves) or incompatible uses (e.g., farm equipment)?		☑			
d. Result in inadequate emergency access?		☑			

Source: City of Placentia General Plan and GP EIR, 2019

a) No Impact. The proposed sign would not generate traffic, other than short-term traffic during construction and ongoing occasional maintenance, or result in any changes to streets, highways or other transportation facilities. The proposed sign would have no effect on the use or safety of public transit, bicycles or pedestrian facilities. The project would not conflict with transportation related plans, programs ordinances or policies. Therefore, there will be no impacts on the performance of the circulation system. No mitigation measures are necessary.

b) No Impact. The City's Traffic Impact Study Guidelines include screening criteria for project types that can be presumed to result in a less-than-significant transportation impact. This is also consistent with the recommendations in OPR's Technical Advisory. Based on the City's Guidelines and recommendations in the OPR Technical Advisory, the project can be screened out from a full VMT assessment as it is presumed to result in a less-than-significant transportation impact due to the number of projected vehicle trips. The project is anticipated to have 12 operational trips annually. No mitigation measures are necessary.

c) Less Than Significant. Billboard signs visible from roadways have the potential to distract drivers and result in safety hazards; however, existing state and federal regulations and guidelines for digital billboards would reduce these potential impacts to a level that is less than significant.

The Federal Highway Administration (FHWA) has issued recommendations regarding outdoor advertising signs adjacent to highways (FHWA, 2007) and the California Department of Transportation (Caltrans) implements the permit requirements of the state Outdoor Advertising Act (*Business and Professions Code*, §2240 *et seq*.) affecting the operation of digital billboards. A permit from Caltrans is required to place an outdoor advertising sign adjacent to a state highway. State standards relating to highway safety include the following:

- Must be outside the right of way of any highway.
- Display must be 500 feet from any other permitted display on same side of any highway that is a freeway.
- An electronic changeable message center display must meet the above spacing requirements and be 1,000 feet from another electronic message center display.
- Maximum height for the advertising display area is 25 feet in height and 60 feet in length, not to exceed an overall maximum of 1,200 square feet.
- The lighting intensity of digital displays is regulated by *California Vehicle Code* Sec. 21466.5.

In addition to these state standards, the FHWA has issued recommendations regarding digital billboards, including the following:

- Duration of message display of between 4 and 10 seconds, with 8 seconds recommended.
- Transition between messages between 1 and 4 seconds, with 1-2 seconds recommended.
- Brightness should be adjusted in response to changes in light levels so that the signs are not unreasonably bright for the safety of the motoring public.

As stated in Mitigation Measure AES-1, the proposed sign would be required to comply with Caltrans standards and FHWA recommendations. These requirements would reduce potential impacts to traffic safety to a level that is less than significant. No additional mitigation measures are necessary.

d) Less Than Significant. Temporary lane closures may be necessary during construction, which could interfere with emergency access. Mitigation Measure T-1 would reduce this impact to a level that is less than significant

T-1 *Prior to commencement of construction, the contractor shall identify any necessary temporary lane closures and appropriate methods that will be taken to ensure public safety and emergency access during construction, in a manner meeting the approval of the Building Official and the City Traffic Engineer.*

2-17 TRIBAL CULTURAL RESOURCES	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Cause a substantial adverse change in the significance of a tribal cultural resources, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American Tribe, and that is: 1. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or 2. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the City shall consider the significance of the resource to a local California Native American tribe?			☑		

Source: City of Placentia General Plan and GP EIR, 2019

a) No Impact. The proposed sign would not cause a substantial adverse change in the significance of a tribal cultural resource. The project site is vacant. Construction will occur in a limited footprint (15 cubic feet). As the project is exempt from CEQA, no tribal consultation is required.

2-18 UTILITIES AND SERVICE SYSTEMS	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Require the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, or natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?		☑			
b. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			☑		
c. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			☑		

Source: City of Placentia General Plan and GP EIR, 2019

a) Less Than Significant. Water usage would be limited to temporary watering for dust suppression during construction. Demand for construction of new water facilities would therefore be less than significant. No mitigation measures are necessary.

b) No Impact. The proposed sign would not generate wastewater. No impacts would occur and no mitigation measures are necessary.

c) No Impact. The proposed sign would not generate solid waste, other than minimal construction debris. No impacts would occur and no mitigation measures are necessary.

2-19 WILDFIRE	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
Would the in-fill project:					
a. Substantially impair an adopted emergency evacuation plan?		☑			
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?			☑		
c. Require the installation and maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?			☑		

Source: City of Placentia General Plan and GP EIR, 2019

a) Less Than Significant. There are no wildland fire hazard areas near the proposed sign. The Placentia Emergency Operations Plan (EOP) provides guidance during emergency situations associated with natural disasters, technological incidents and nuclear defense operations. Additionally, the EOP establishes the emergency organization, assigns tasks, specifies policies and general procedures, and provides for coordination of planning efforts of the various emergency staff and service elements utilizing the Standardized Emergency Management System (SEMS). Construction and operation of the proposed sign would not physically interfere with the EOP. Impacts would be less than significant and no mitigation measures are required.

b) No Impact. The project is the construction and operation of an outdoor advertising display and as such it does not have occupants. There are no wildland fire hazard areas near the proposed sign. No impacts would occur and no mitigation measures are required.

c) No Impact. The project is the construction and operation of an outdoor advertising display. The location is a downslope from the S. Placentia Avenue right-of-way. There are no wildland fire hazard areas near the proposed sign. The project will not require the installation and maintenance of associated infrastructure and as such it does not have occupants. No impacts would occur and no mitigation measures are required.

2-20 MANDATORY FINDINGS OF SIGNIFICANCE	Significant Impact	Less Than Significant or Less Than Significant With Mitigation	No Impact	Analyzed in the Prior EIR	Substantially Mitigated by Uniformly Applicable Development Policies
a. Does the in-fill project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		☑			
b. Does the in-fill project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)		☑			
c. Does the in-fill project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		☑			

Source: City of Placentia General Plan and GP EIR, 2019

a) Less Than Significant. The project site contains no known biological or historical resources, and proposed mitigation measures would reduce impacts to cultural resources to a level that is less than significant.

b) Less Than Significant. Potential cumulative impacts due to construction, such as air emissions, soil erosion and noise, would be substantially reduced by existing regulations and the mitigation measures described above to a level that is less than significant.

c) ***Less Than Significant.*** The existing standards for billboards established by State and federal regulations and policies and the mitigation measures described in this Initial Study would reduce potential impacts on human beings to a level that is less than significant.

3. CONSISTENCY ANALYSIS

Criterion (a) *The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.*

Permitted Uses. According to the City of Placentia General Plan Land Use Map, the project site is designated as Industrial. The Industrial land use designation provides for industrial uses with a maximum FAR of 1.0. Industrial uses are high traffic generators and adequate access to these uses and buffering from surrounding sensitive uses should be provided. Zoning classifications compatible with the Industrial designation include Manufacturing (M) and Planned Manufacturing (PMD). Further the property is within Manufacturing Zoning District. The purpose of the "M" district is to provide for industrial uses and their related facilities while maintaining an environment free from objectionable noise, odor, dust or other nuisances.

General Plan Consistency. The General Plan has several land-use policies that are relevant to the proposed project. Table 5 presents an evaluation of the project's consistency with applicable Placentia General Plan policies.

Table 5
Consistency with Placentia General Plan Policies

LU - 1.4: Preserve and improve industrial uses that provide manufacturing employment opportunities, through infrastructure upgrades, enhanced aesthetics, and new business development strategies.	Consistent: The project is an infill development that would serve to improve an industrial vacant parcel of land for use with an outdoor advertising display.
LU - 3.1: 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.	Consistent: The project is an infill development on a vacant industrial parcel of land.
LU - 3.2: Support the provision of incentives for private development (as appropriate), joint public private-partnerships, and public improvements.	Consistent: The City of Placentia is working with Lamar Advertising Company on a Design-Build-Operate-Maintain (DBOM) Agreement to allow construction and ongoing operation and maintenance of a double-sided freeway-oriented entry sign with digital/static display capabilities on City-owned property.

LU - 5.7: Promote exterior signage and lighting that is subdued in character and non-intrusive upon neighboring uses.	Consistent: The project would provide lighting that is shielded to prevent spillage onto neighboring properties and signage will meet PMC standards. The proposed project would respect the existing neighborhood, and infrastructure coordination will be required to lessen impacts to adjacent parcels.

Criterion (b) *The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.*

The project site is located within the City limits of Placentia. The triangular shaped 0.54-acre project site is bordered on the north by W. La Jolla Street, on the east by the Saddleback Gardens Planned Residential Development, to the south by SR-91 and to the west industrial development in the City of Anaheim. The proposed sign would be located on the embankment on the east side of the S. Placentia Avenue freeway overpass just northeast of the SR-91 freeway.

Criterion (c) *The project site has no value as habitat for endangered, rare, or threatened species.*

The subject site is an unimproved, vacant lot with a sparse covering of weeds and grasses along with a few small trees. It is located within a highly developed urban area that lacks habitat suitable for sensitive animal or plant species. This project location's environment does not provide habitat for sensitive species due to its small size and highly urban context.

Criterion (d) *Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.*

Based on the checklist contained in Section 2, the project will not result in significant effects relating to traffic, noise, air quality, or water quality.

Criterion (e) *The site can be adequately served by all required utilities and public services.*

The project would be located in an existing urban area served by existing public utilities and services. A substantial increase in demand for services or utilities would not be anticipated with implementation of the proposed project. Electrical services would continue to be provided to the proposed project by Southern California Edison, the existing service provider. Thus, the project meets this criterion for exemption.

Section 15300.2 Exceptions

State CEQA Guidelines Section 15300.2 requires a review for exceptions including hazardous waste sites, historic resources, scenic highways, cumulative effect and significant effects as a result of the project.

A. HAZARDOUS WASTE SITES

State CEQA Guidelines Section 15300.2(e) states that "a categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code."

The project site is not included on any list complied pursuant to Section 65962.5 of the Government Code. No impact will result. No mitigation measures are required.

B. HISTORIC RESOURCES

State CEQA Guidelines Section 15300.2(f) states that "a categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource."

The project site is an unimproved, vacant lot. The project site is not known to be associated with events that have made a significant contribution to California's history and cultural heritage nor with the lives of persons who have historic importance. The project site does not appear to be eligible for listing on the National Register of Historic Places or the California Register of Historical Resources, or for designation as a City landmark. The proposed project would not result in a substantial adverse change in the significance of a historic resource.

C. SCENIC HIGHWAYS

State CEQA Guidelines Section 15300.2(d) states that "a categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway…"

The project is not adjacent to a designated state scenic highway or eligible state scenic highway as identified on the California Scenic Highway Mapping System. Thus, the proposed project would not damage the integrity of existing visual resources or historic buildings located along a State Scenic Highway. A less than significant impact on scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a State Scenic Highway, would result. The project site is located in a developed, urbanized area, and contains no scenic resources. Due to the absence of on-site scenic resources, a less than significant impact would occur and no further analysis is required.

D. CUMULATIVE IMPACT

State CEQA Guidelines Section 15300.2(b) states that "all exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant."

Cumulative impacts can result from the interactions of environmental changes resulting from one proposed project with changes resulting from other past, present, and future projects that affect the same resources, utilities and infrastructure systems, public services, transportation network elements, air basin, watershed, or other physical conditions. Such impacts could be short-term and temporary, usually consisting of overlapping construction impacts, as well as long term, due to the permanent land use changes involved in the project. The proposed project will generally result in less than significant environmental impacts, as discussed herein. Impacts related to traffic, noise,

and water quality will be less than significant and therefore will not contribute substantially to any other concurrent construction programs that may be occurring in the vicinity. Short-term impacts related to pollutant emissions will be less than significant and will not exceed maximum thresholds.

The proposed project would not significantly cumulatively affect the environment. The proposed project would not result in any significant traffic impacts to transportation. Long-term cumulative effects will have a less than significant impact on air quality. Adherence to all conditions recommended, the cumulative impacts can be less than significant. The project would not contribute to any cumulative growth effects beyond what is anticipated for the City's future in the General Plan.

E. SIGNIFICANT EFFECT

State CEQA Guidelines Section 15300.2(c) states that "a categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances."

Based on the analysis of the proposed project's impacts in the responses to items above, there is no indication that this project could result in substantial adverse effects on human beings. The land use requirements of this project would not directly or indirectly cause any substantial adverse effects on human beings. For this reason, the City has concluded that this project can be implemented without causing significant adverse environmental effects and determined that the Categorical Exemption (Class 32) is the appropriate type of CEQA documentation.

4. SUMMARY

Based on this analysis, the proposed 1470 S. Placentia Billboard meets all criteria for a Class 32 Categorical Exemption pursuant to Section 15332 of the *State CEQA Guidelines* and no exceptions are applicable.

5. REFERENCES

California Air Pollution Control Officers Association. *CEQA and Climate Change: Addressing Climate Change through California Environmental Quality Act (CEQA)*. January 2008.

California Climate Action Registry General Reporting Protocol. Version 3.1 (January 2009). Available online at: http://sfenvironment.org/sites/default/files/fliers/files/ccar_grp_3-1_january2009_sfe-web.pdf

California Department of Conservation, Division of Mines and Geology, *Seismic Hazard Zones Maps – Anaheim and Orange Quadrangles*, 1998.

California Department of Transportation website identifying the California Scenic Highway Mapping System: Orange County.

California Department of Transportation, *Outdoor Advertising, 2022.* Available online at: https://dot.ca.gov/programs/traffic-operations/oda.

Caltrans, Transportation Project CO Protocol Manual, revised 1997.

California Air Pollution Control Officers Association. California Emissions Estimator Model®, Version 2022.1.1.30. 2025.

City of Placentia, General Plan. Available online at: https://www.placentia.org/166/General-Plan-Update.

City of Placentia, General Plan Environmental Impact Report (EIR). Available online at: https://www.placentia.org/166/General-Plan-Update.

City of Placentia, *Initial Study/Mitigated Negative Declaration for the Freeway-Oriented City Entry/Display Signs Project*, certified October 6, 2015.

City of Placentia. Municipal Code. Available online at: https://qcode.us/codes/placentia/.

CRC Enterprises. Cross Section. September 28, 2022.

CRC Enterprises. Site Plan. September 28, 2022.

Daktronics, *Lighting Analysis for Daktronics Light Mitigation 14' by 48' Orange County, City of Placentia, CA Coordinates: 33.854138, -117,884624,* October 2, 2025.

Equity Sign Group. Sign Elevation. May 6, 2022.

Federal Highway Administration, *Guidance On/Off-Premise Changeable Message Signs*, September 25, 2007 http://www.fhwa.dot.gov/real_estate/practitioners /oac/policy_and_guidance/offprmsgsnguid.cfm.

Federal Railroad Administration. *High-Speed Ground Transportation Noise and Vibration Impact Assessment*. September 2012. Available online at: http://www.fra.dot.gov/eLib/Details/L04090.

Giroux & Associates. *Air Quality and GHG Impact Analyses, Electronic Billboard Project, City of Placentia, California.* August 18, 2015.

National Flood Hazard Layer web services provided by Federal Emergency Management Agency (FEMA), Panel 06059C0132J, effective 12-3-2009.

Outdoor Advertising Association of America, *Digital Billboard Lighting Measurement*, December 2013.

RMG Outdoor Inc. Sign Details. April 18, 2022.

South Coast Air Quality Management District (SCAQMD). *Air Quality Management Plan,* adopted December 2, 2022. Available online at: https://www.aqmd.gov/home/air-quality/air-quality-management-plans/air-quality-mgt-plan.

South Coast Air Quality Management District (SCAQMD). *CEQA Air Quality Handbook*. 1993. Available online at: https://www.aqmd.gov.

South Coast Air Quality Management District (SCAQMD). 2010. Greenhouse Gas CEQA Significance Threshold Stakeholder Working Group Meeting #15.

6. MITIGATION MEASURES

The following Mitigation Measures will mitigate or avoid the significant adverse environmental impacts:

AES-1 *Lighting intensity levels for the sign shall not exceed the current standards set forth in the California Vehicle Code, California Outdoor Advertising Act, or Federal Highway Administration guidelines or regulations, whichever is most restrictive, as they may be amended from time to time. Prior to issuance of building permits for the sign, evidence shall be submitted in a manner acceptable to the City Engineer demonstrating that the design and operational characteristics of the sign comply with all state and federal standards, and all required Caltrans permits have been obtained.*

AES-2 *To ensure that the lighting intensity level is consistent with those described in the lighting analysis (Appendix A), quarterly field monitoring shall be conducted by a qualified technician approved by the City using the method described in the OAAA publication titled "Digital Billboard Foot-Candle Measurement". If field monitoring indicates that the lighting intensity level exceeds those described in the lighting analysis, the City Engineer shall immediately cause the sign's operation be modified to conform to the lighting analysis.*

AQ-1 *During construction, the following requirements shall be enforced by the City Building Official in order to reduce fugitive dust emissions:*

1. *Prepare a high wind dust control plan.*
2. *Cover all stock piles with tarps at the end of each day or as needed.*
3. *Provide water spray during loading and unloading of earthen materials.*
4. *Minimize in-out traffic from construction zone.*
5. *Sweep streets daily if visible soil material is carried out from the construction site.*

AQ-2 *During construction, the following requirements shall be enforced by the City Building Official to reduce equipment exhaust emissions:*

1. *Utilize well-tuned off-road construction equipment.*
2. *Establish a preference for contractors using Tier 3 or better heavy equipment.*
3. *Enforce 5-minute idling limits for both on-road trucks and off-road equipment.*

Prior to issuance of any building permits the Building Official shall ensure that these requirements are noted on the construction drawings, and the Building Inspector shall confirm that they are adhered to throughout the construction phase.

CUL-1 *If evidence of subsurface archaeological resources or artifacts is uncovered during excavation, work shall be halted immediately and the City Building Official shall be notified. The Building Official shall require that a cultural resources investigation is conducted by a qualified investigator and if the find is determined to be significant, a mitigation plan shall be implemented to meet the requirements of CEQA Guidelines §15064.5. The Building Official shall ensure that a note describing this requirement is placed on all grading and building plans.*

CUL-2 *Should any human bone be encountered during excavation, all activity shall cease immediately and the contractor shall notify the City Building Official. The Building Official shall notify the County Coroner pursuant to §§5097.98 and 5097.99 of the Public Resources Code relative to Native American remains. Should the Coroner determine the human remains to be Native American, the Native American Heritage Commission shall be contacted pursuant to Public Resources Code §5097.98, and a mitigation plan shall be developed and implemented pursuant to state law.*

GEO-1 *If evidence of subsurface paleontological resources or artifacts is uncovered during excavation, work shall be halted immediately and the City Building Official shall be notified. The Building Official shall require that a paleontological resources investigation is conducted by a qualified investigator and if the find is determined to be significant, a mitigation plan shall be implemented to meet the requirements of CEQA Guidelines §15064.5. The Building Official shall ensure that a note describing this requirement is placed on all grading and building plans.*

T-1 *Prior to commencement of construction, the contractor shall identify any necessary temporary lane closures and appropriate methods that will be taken to ensure public safety and emergency access during construction, in a manner meeting the approval of the Building Official and the City Traffic Engineer.*

Appendix A: Lighting Analysis

DAKTRONICS.COM

201 Daktronics Drive PO Box 5128
Brookings, South Dakota 57006-5128
T 800-325-8766 605-692-0200 F 605-697-4700

October 2, 2025

Re: Lighting Analysis for Daktronics Light Mitigation 14' x 48'
Orange County, City of Placentia, CA
Coordinates: 33.854138,-117.884624

The attached lighting analysis pertains to the digital display manufactured by Daktronics, Inc., and proposed for installation at Lamar Outdoor, Orange County, City of Placentia, CA. The following is an explanation of the analysis:

l. Units of Measurement. A foot-candle (or foot-candle, fc, lm/ft2, or ft-c) is a measurement of light intensity. One foot-candle is defined as enough light to saturate a one-foot square with one lumen of light. For example, where the display illuminates at 0.06 foot-candles, it has a light intensity of approximately 6% of a single wax candle as viewed from 1 foot away.

2. Assumptions: The accompanying graph depicts illumination levels in foot candles that the display will produce based on nighttime running levels at a measurement height of 75 feet in elevation. The measurements assume *total darkness* with regards to the surrounding light and an *all-white content* on the display. These assumptions provide for the worst-case scenario, not the more likely application.

3. Practical Application: Typical content runs at 25-35% of the brightness of all-white content, therefore, the actual levels of illumination will nearly always be markedly lower than that shown in the graph.

4. Ambient Light Effects. The presence of ambient light producing elements at night including, but not limited to, roadway and traffic lighting, commercial lighting from nearby commercial properties, the moon, etc., will further diminish the impact of the light output from the display in question.

5. Other Limiting Factors. The Daktronics digital display is equipped with a light sensor allowing for automatic dimming utilizing 256 levels of dimming. The display's dimming capabilities are designed to ensure that it does not exceed 0.3 foot candles above ambient light as measured from an appropriate distance from the sign. The 0.3 foot candles metric is a leading industry standard and has been adopted in numerous states and municipalities throughout the U.S.

6. Light Mitigation (DB7000LD). The light mitigation technology has a +/-30 ° viewable area as seen on the East facing billboard. As an added benefit, the light impact at the residence located at 100' (directly below the display) will be reduced impact.

7. Standard (DB7000). The West facing billboard has a standard +/-80° viewable area.

DAKTRONICS.COM

201 Daktronics Drive PO Box 5128
Brookings, South Dakota 57006-5128
T 800-325-8766 605-692-0200 F 605-697-4700

Please let me know if you have any questions or concerns.

Sincerely,
Daktronics, Inc.

Eric Johnson
Applications Engineer
605-692-0200

; Please note, while the sign's brightness during daylight hours would be almost always incidental, there may be times in which the sign would produce illumination levels above ambient light during such hours. Examples when such an occurrence could happen would be during a very dark and stormy day. It is important to note, however, that the sign is equipped with a working photo-sensor that automatically adjusts its brightness based on ambient light. The photo-sensor adjusts the sign's brightness to lower levels, preventing the sign from appearing overly bright during those rare occasions where its brightness would exceed ambient light

DAKTRONICS	Light Analysis for DB 14x48	Date: 9/26/2025
	Lamar Outdoor-Orange County, City of Placencia CA	Prepared by: Eric Johnson
	33.854138,-117.884624	
	Values expressed are specific to Daktronics product only	

-Display at 3% of Maximum Daytime Brightness(6,500)
-Calculations take into account an overall Billboard height of 75'
-Any rise or fall in elevation or physical blockage is not shown in calculations

*Calculations are based on Red, Green, and Blue LEDs (White Content) powered to their maximum potential for nighttime viewing. Values are shown in footcandles (fc).

Appendix B: Air Quality and Greenhouse Gas Emissions CalEEMod Modeling Results

1470 S. Placentia Avenue Billboard Custom Report

Table of Contents

1. Basic Project Information

1.1. Basic Project Information

1.2. Land Use Types

1.3. User-Selected Emission Reduction Measures by Emissions Sector

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

2.2. Construction Emissions by Year, Unmitigated

2.4. Operations Emissions Compared Against Thresholds

2.5. Operations Emissions by Sector, Unmitigated

3. Construction Emissions Details

3.1. Grading (2026) - Unmitigated

3.3. Building Construction (2026) - Unmitigated

5. Activity Data

5.1. Construction Schedule

5.2. Off-Road Equipment

5.2.1. Unmitigated

5.3. Construction Vehicles

5.3.1. Unmitigated

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

5.6.2. Construction Earthmoving Control Strategies

8. User Changes to Default Data

1. Basic Project Information

1.1. Basic Project Information

Data Field	Value
Project Name	1470 S. Placentia Avenue Billboard
Construction Start Date	1/20/2026
Operational Year	2026
Lead Agency	City of Placentia
Land Use Scale	Project/site
Analysis Level for Defaults	Air District
Windspeed (m/s)	1.80
Precipitation (days)	21.2
Location	33.85426791533729, -117.8846147294669
County	Orange
City	Placentia
Air District	South Coast AQMD
Air Basin	South Coast
TAZ	5761
EDFZ	8
Electric Utility	Southern California Edison
Gas Utility	Southern California Gas
App Version	2022.1.1.30

1.2. Land Use Types

Land Use Subtype	Size	Unit	Lot Acreage	Building Area (sq ft)	Landscape Area (sq ft)	Special Landscape Area (sq ft)	Population	Description
User Defined Industrial	1.00	User Defined Unit	0.50	0.00	0.00	0.00	—	—

1.3. User-Selected Emission Reduction Measures by Emissions Sector

No measures selected

2. Emissions Summary

2.1. Construction Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	NBCO2	CO2T	CH4	N2O	CO2e
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.83	0.69	6.44	11.2	0.02	0.25	0.07	0.32	0.23	0.02	0.25	2,047	2,047	0.08	0.02	2,055
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.01	< 0.005	0.04	0.07	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	12.8	12.8	< 0.005	< 0.005	12.8
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	2.11	2.11	< 0.005	< 0.005	2.12

2.2. Construction Emissions by Year, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Year	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	NBCO2	CO2T	CH4	N2O	CO2e
Daily - Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily - Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	0.83	0.69	6.44	11.2	0.02	0.25	0.07	0.32	0.23	0.02	0.25	2,047	2,047	0.08	0.02	2,055
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

2026	0.01	< 0.005	0.04	0.07	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	12.8	12.8	< 0.005	< 0.005	12.8
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
2026	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	2.11	2.11	< 0.005	< 0.005	2.12

2.4. Operations Emissions Compared Against Thresholds

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Un/Mit.	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	NBCO2	CO2T	CH4	N2O	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Unmit.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2.5. Operations Emissions by Sector, Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Sector	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	NBCO2	CO2T	CH4	N2O	CO2e
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00

Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Water	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.00	0.00	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Water	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Water	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Area	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Energy	0.00	0.00	0.00	0.00	0.00	0.00	—	0.00	0.00	—	0.00	0.00	0.00	0.00	0.00	0.00
Water	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00
Waste	—	—	—	—	—	—	—	—	—	—	—	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3. Construction Emissions Details

3.1. Grading (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	NBCO2	CO2T	CH4	N2O	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.22	0.18	1.62	4.04	0.01	0.06	—	0.06	0.06	—	0.06	679	679	0.03	0.01	682
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	< 0.005	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	1.86	1.86	< 0.005	< 0.005	1.87
Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	0.31	0.31	< 0.005	< 0.005	0.31

Dust From Material Movement	—	—	—	—	—	—	0.00	0.00	—	0.00	0.00	—	—	—	—	—
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.02	0.02	0.02	0.26	0.00	0.00	0.07	0.07	0.00	0.02	0.02	63.6	63.6	< 0.005	< 0.005	64.3
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.18	0.18	< 0.005	< 0.005	0.18
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	< 0.005	< 0.005	< 0.005	< 0.005	0.00	0.00	< 0.005	< 0.005	0.00	< 0.005	< 0.005	0.03	0.03	< 0.005	< 0.005	0.03
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.3. Building Construction (2026) - Unmitigated

Criteria Pollutants (lb/day for daily, ton/yr for annual) and GHGs (lb/day for daily, MT/yr for annual)

Location	TOG	ROG	NOx	CO	SO2	PM10E	PM10D	PM10T	PM2.5E	PM2.5D	PM2.5T	NBCO2	CO2T	CH4	N2O	CO2e
Onsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—

Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	0.59	0.49	4.81	6.91	0.01	0.19	—	0.19	0.17	—	0.17	1,304	1,304	0.05	0.01	1,309
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.04	0.06	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	10.7	10.7	< 0.005	< 0.005	10.8
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Off-Road Equipment	< 0.005	< 0.005	0.01	0.01	< 0.005	< 0.005	—	< 0.005	< 0.005	—	< 0.005	1.78	1.78	< 0.005	< 0.005	1.78
Onsite truck	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Offsite	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Summer (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Daily, Winter (Max)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Average Daily	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Worker	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vendor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

5. Activity Data

5.1. Construction Schedule

Phase Name	Phase Type	Start Date	End Date	Days Per Week	Work Days per Phase	Phase Description
Grading	Grading	1/20/2026	1/26/2026	1.00	1.00	—
Building Construction	Building Construction	1/21/2026	1/27/2026	3.00	3.00	—

5.2. Off-Road Equipment

5.2.1. Unmitigated

Phase Name	Equipment Type	Fuel Type	Engine Tier	Number per Day	Hours Per Day	Horsepower	Load Factor
Grading	Bore/Drill Rigs	Diesel	Average	1.00	6.00	148	0.41
Grading	Tractors/Loaders/Backhoes	Diesel	Average	1.00	7.00	84.0	0.37
Building Construction	Cranes	Diesel	Average	1.00	4.00	367	0.29
Building Construction	Forklifts	Diesel	Average	2.00	6.00	82.0	0.20
Building Construction	Tractors/Loaders/Backhoes	Diesel	Average	2.00	8.00	84.0	0.37

5.3. Construction Vehicles

5.3.1. Unmitigated

Phase Name	Trip Type	One-Way Trips per Day	Miles per Trip	Vehicle Mix
Grading	—	—	—	—
Grading	Worker	5.00	18.5	LDA,LDT1,LDT2
Grading	Vendor	—	10.2	HHDT,MHDT
Grading	Hauling	0.00	20.0	HHDT
Grading	Onsite truck	—	—	HHDT
Building Construction	—	—	—	—
Building Construction	Worker	0.00	18.5	LDA,LDT1,LDT2
Building Construction	Vendor	0.00	10.2	HHDT,MHDT
Building Construction	Hauling	0.00	20.0	HHDT
Building Construction	Onsite truck	—	—	HHDT

5.6. Dust Mitigation

5.6.1. Construction Earthmoving Activities

Phase Name	Material Imported (Cubic Yards)	Material Exported (Cubic Yards)	Acres Graded (acres)	Material Demolished (sq. ft.)	Acres Paved (acres)
Grading	0.00	0.00	0.00	0.00	—

5.6.2. Construction Earthmoving Control Strategies

Control Strategies Applied	Frequency (per day)	PM10 Reduction	PM2.5 Reduction
Water Exposed Area	2	61%	61%

8. User Changes to Default Data

Screen	Justification
Characteristics: Project Details	Information for Placentia.

Land Use	Billboard Construction modeled as user-defined Industrial.
Construction: Construction Phases	Construction phase - 1 day hole digging and 3 days erecting sign.
Construction: Off-Road Equipment	Grading - 1 loader/backhoe and 1 drill rig Construction - 1 crane, 1 loader/backhoe and 1 forklift
Operations: Water and Waste Water	Estimates
Operations: Solid Waste	Estimates

Agenda Item No: 1.i

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 2, 2025
Submitted by: David Radomski
From: Police Department

Subject:
PLACENTIA PUBLIC SAFETY BUILDING - PURCHASE OF MOTOROLA PORTABLE RADIO EQUIPMENT FOR BACKUP COMMUNICATIONS

Financial Impact:
Fiscal Impact:

Expense:	$ 59,631.25	Total Purchase Price of Equipment
Budget:	$750,000.00	DOJ COPS Grant Funding (105213-6840)

Summary:
This action will approve a purchase with Motorola Solutions, Inc., via BearCom (Motorola Manufacturer's Representative) and the use of encumbered Department of Justice (DOJ) COPS Grant (15JCOPS-24-GG-02084-TECP) funds to purchase IT infrastructure, software, and equipment for a total cost of $59,631.25.

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

1. Approve the purchase of Motorola portable radios, and associated accessories from Motorola Solutions, Inc., via BearCom (Motorola Manufacturer's Representative); and
2. Authorize the City Administrator, and/or her designee, to execute all necessary documents, subject to City Attorney approval.

Strategic Plan Statement:
This item is consistent with the City Council approved Strategic Plan Goal 2: Ensure That Public Safety Continues to Be a High Priority; Strategic Plan Goal 5: Implement Public Infrastructure to Meet Community Needs, and Objective 5.4: Construct the Placentia Public Safety Center.

Discussion:
The City of Placentia's Public Safety Building is nearing completion and will serve as the central hub for emergency communications, dispatch operations, and disaster coordination. As part of the facility's operational readiness plan, a redundant radio cache is required to ensure continuity of operations during power disruptions, radio system failures, or large-scale incidents that exceed normal communications capacity.

The City has used existing DOJ COPS Grant funding to support communications and

technology enhancements for the Public Safety Building, including dispatch servers, audio recording equipment, and interoperable communications hardware. This purchase represents a continuation of that investment, ensuring that both the Police and Fire departments maintain full functionality in the event of a network or equipment failure.

Motorola Solutions, Inc. submitted Quote #3371679 (dated November 3, 2025) via BearCom for the purchase of six (6) portable radios (three APX6000 for Police, three APX8000XE for Fire) along with chargers, batteries, and programming services. Motorola Solutions is the sole-source provider for radio communications equipment as agreed upon by the Orange County Countywide Coordinated Communications System's thirty-four (34) partner cities.

These radios will be stored and maintained within the Public Safety Building's Communications Center as a dedicated backup cache, ensuring immediate deployment capability during emergencies or equipment failures. The radios will be fully programmed to match field configurations, including encryption, over-the-air programming, and P25 interoperability.

Purchasing under the LA County Cooperative Contract #18105 (MA-IS-2240228) ensures compliance with Placentia Municipal Code §3.08.070(3), which authorizes cooperative purchasing agreements for competitively bid public safety technology.

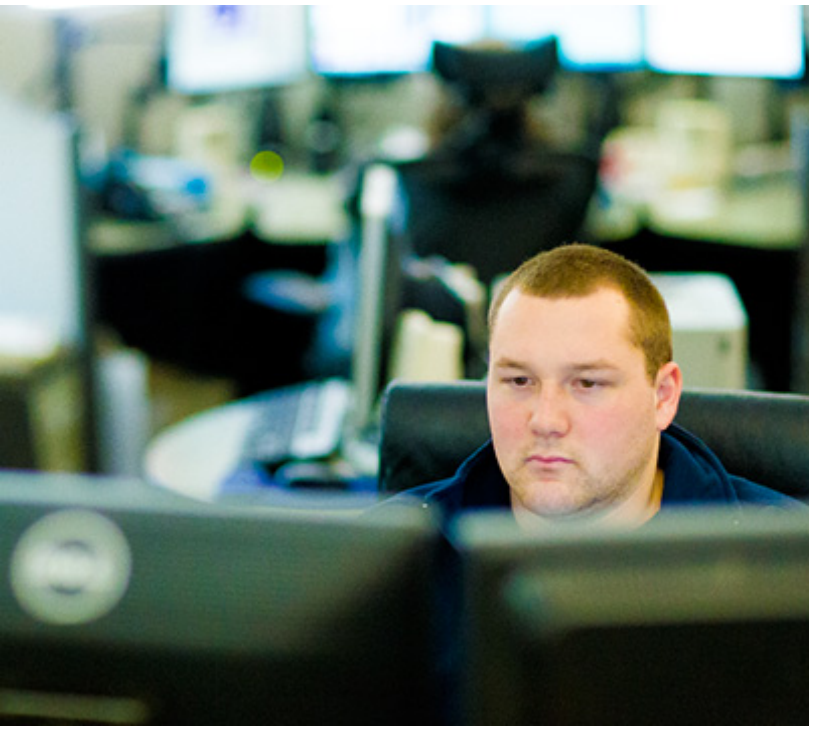
The purchase of backup portable radios will enhance redundancy and operational continuity within the Public Safety Building's Communications Center. Utilizing COPS Grant funding for this purpose continues the City's commitment to maintaining a resilient and modern public safety communications infrastructure.

Fiscal Impact Summary:
Funding for this purchase has been encumbered through DOJ COPS Grant funds. There will be no impact to the City's General Fund. The total cost for equipment, warranty, and support services is $59,631.25, inclusive of applicable sales tax.

These funds are budgeted in the Fiscal Year (FY) 2025-2026 Public Safety Building IT budget (105213-6840) using encumbered DOJ COPS Grant (15JCOPS-24-GG-02084-TECP) funds awarded on October 17, 2024.

Attachments
Motorola QUOTE-3371679.pdf

MOTOROLA SOLUTIONS



PLACENTIA, CITY OF

RADIOS PACSETS FOR POLICE AND FIRE

11/03/2025

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarl the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

11/03/2025

PLACENTIA, CITY OF
401 E CHAPMAN AVE
PLACENTIA, CA 92870

RE: Motorola Quote for RADIOS PACSETS FOR POLICE AND FIRE

Dear MEGAN HEREDIA,

Motorola Solutions is pleased to present PLACENTIA, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide PLACENTIA, CITY OF with the best products and services available in the communications industry. Please direct any questions to Mark Carry at mark.carry@bearcom.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Mark Carry
MR ACCOUNT MANAGER

Motorola Solutions Manufacturer's Representative

Billing Address:
PLACENTIA, CITY OF
401 E CHAPMAN AVE
PLACENTIA, CA 92870
US

Shipping Address:
PLACENTIA, CITY OF
401 E CHAPMAN AVE
PLACENTIA, CA 92870
US

Quote Date:11/03/2025
Expiration Date:01/02/2026
Quote Created By:
Mark Carry
MR ACCOUNT MANAGER
mark.carry@bearcom.com
3102613620

End Customer:
PLACENTIA, CITY OF
MEGAN HEREDIA
mheredia@placentia.org
714 993-8221

Contract: 18105 - LA COUNTY , CA MA-IS-2240228

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Disc %	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCH9PW7BN	PORTABLE RADIO APX6000 700/800 MODEL 3.5	3	27.0%	$3,269.67	$9,809.01
1a	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	3	27.0%	$86.14	$258.42
1b	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	3	27.0%	$21.90	$65.70
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	3	27.0%	$257.69	$773.07
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	3	0.0%	$184.00	$552.00
1e	QA09008AA	ADD: GROUP SERVICES	3	27.0%	$129.21	$387.63
1f	QA07576AB	ALT: TIA4950 BATT IMPRES 2 LIION 4600MAH (PMNN4573A)	3	27.0%	$149.27	$447.81
1g	Q498AY	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	3	27.0%	$635.83	$1,907.49
1h	H38BT	ADD: SMARTZONE OPERATION	3	27.0%	$1,030.76	$3,092.28
1i	QA09113AB	ADD: BASELINE RELEASE SW	3	0.0%	$0.00	$0.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Disc %	Sale Price	Ext. Sale Price
1j	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	3	27.0%	$443.11	$1,329.33
1k	Q629AK	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	3	27.0%	$408.80	$1,226.40
2	PMNN4573A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION TIA4950 R IP68 4600T	3	27.0%	$183.96	$551.88
	APX™ 8000 Series	APX8000XE				
3	H91TGD9PW7AN	PORTABLE RADIO APX 8000 ALL BAND MODEL 3.5	3	27.0%	$6,315.23	$18,945.69
3a	Q445AG	ADD: APX PERSONNEL ACCOUNTABILITY	3	27.0%	$129.21	$387.63
3b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	3	27.0%	$443.11	$1,329.33
3c	Q361AN	ADD: P25 9600 BAUD TRUNKING	3	27.0%	$257.69	$773.07
3d	QA02006AC	PORTABLE RADIO ENH: APX8000XE RUGGED RADIO	3	27.0%	$687.66	$2,062.98
3e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	3	0.0%	$184.00	$552.00
3f	Q53AF	ADD: FRONT PANEL PROGRAMMING & CLONING	3	27.0%	$129.21	$387.63
3g	QA09008AA	ADD: GROUP SERVICES	3	27.0%	$129.21	$387.63
3h	Q498AU	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	3	27.0%	$635.83	$1,907.49
3i	H38BS	ADD: SMARTZONE OPERATION	3	27.0%	$1,289.18	$3,867.54
3j	QA09113AB	ADD: BASELINE RELEASE SW	3	0.0%	$0.00	$0.00
3k	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	3	27.0%	$86.14	$258.42
3l	Q629AH	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	3	27.0%	$408.80	$1,226.40
4	PMNN4504A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION UL2054 DIV2 R IP68 3400T	3	27.0%	$179.00	$537.00
5	NNTN8844B	CHARGER, DESKTOP MULTI UNIT 6 W/DISPL, IMPRES 2 US	1	27.0%	$1,331.93	$1,331.93
	APX™ Radio Management	RADIO MANAGEMENT				
6	T7913A	SOFTWARE LICENSE RADIO MANAGEMENT OFFLINE*	1	0.0%	$0.00	$0.00
6a	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	6	20.0%	$94.40	$566.40

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Subtotal	$54,922.16
Estimated Tax	$4,709.09
Grand Total	$59,631.25(USD)

Notes:

- Additional information is required for one or more items on the quote for an order.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Parametric Data
6	T7913A	Incomplete

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

Agenda Item No: 1.j

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 2, 2025
Submitted by: Andrew Gonzales
From: Development Services

Subject:
LEASE AGREEMENT AMENDMENT WITH LOS ANGELES SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS FOR AN EXISTING WIRELESS FACILITY AT 700 TRUMPET AVENUE (APN: 336-564-01) AKA WAGNER PARK FISCAL IMPACT: REVENUE: $75,000 ONE-TIME RENT PREPAYMENT; $2,300/MONTH BEGINNING JANUARY 1, 2028, WITH A 10% RENT INCREASE EVERY FIVE YEARS STARTING JULY 1, 2030

Financial Impact:
Fiscal Impact:
Revenue:
$75,000.00 One-Time Rent Prepayment
$ 2,300.00 Monthly Rent (Starting 1/1/2028)
$ 2,530.00 Monthly Rent (7/1/2030)
$ 2,783.00 Monthly Rent (7/1/2035)
$ 3,061.30 Monthly Rent (7/1/2040)

Summary:
Los Angeles SMSA Limited Partnership dba Verizon Wireless currently operates a wireless communication facility at Wagner Park under a communications site lease approved by the City Council in 2015. Vertical Bridge, acting on behalf of Verizon through a master prepaid lease arrangement, has approached the City with a request to amend the existing lease. The proposed amendment to the communications site lease provides for a one-time, upfront rent prepayment of $75,000 covering the period from January 1, 2026 through December 31, 2027. Following the prepaid rent term, Verizon will resume monthly rent payments beginning January 1, 2028 at a rate of $2,300 per month, with scheduled rent escalations of ten percent (10%) every five years starting July 1, 2030.

The amendment also updates administrative provisions including notice and payment addresses, confirms the City's prior consent to the Vertical Bridge master lease, and retains the existing renewal structure of four (4) additional five-year renewal options. Approval of this amendment will ensure continued wireless coverage at Wagner Park while providing the City with guaranteed near-term revenue and updated lease terms consistent with current industry practices.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Approve an amendment to the existing lease agreement with Los Angeles SMSA Limited Partnership dba Verizon Wireless to operate a wireless communication facility at Wagner Park, in a form approved by the City Attorney, which provides for a one-time $75,000 rent prepayment covering January 1, 2026 through December 31, 2027, establishes updated rent terms beginning January 1, 2028, and maintains four (4) additional five-year renewal options; and
2. Authorize the City Administrator to execute the amendment and applicable documents, in a form approved by the City Attorney.

Strategic Plan Statement:
This item is consistent with the City Council–approved Five Year Strategic Goal 1: Fiscal Stability and Organizational Sustainability, specifically, Objective Number 1.5: Continue seeking ways to diversify the City's revenue sources to prevent over-reliance on any one source (Measure U/Property Tax).

Discussion:
The City Council previously approved the communications site lease with Los Angeles SMSA Limited Partnership dba Verizon Wireless in 2015, authorizing the construction and operation of a wireless communication facility at Wagner Park. Since that time, the facility has operated successfully as part of the City's broader wireless infrastructure network, which includes similar installations at Tuffree Hill Park, City Hall, Champions Sports Complex, Kraemer Memorial Park, Koch Park, and Richard Samp Park. Together, these facilities strengthen communitywide wireless coverage and support increasing data capacity demands.

In 2024, Verizon Wireless entered into a master prepaid lease agreement with Vertical Bridge, a national telecommunications infrastructure firm that now administers and manages numerous carrier-owned wireless assets. Under this arrangement, Vertical Bridge has assumed administrative oversight of the Wagner Park facility and has requested City approval of an amendment to the existing communications site lease.

Vertical Bridge's request is driven in part by significant financial pressures affecting the telecommunications tower industry nationwide. The broader sector is experiencing reduced revenue due to the slowdown of new 5G tower builds, carrier consolidation that eliminates redundant tower sites, increased capital and operational costs, and substantial losses tied to divested legacy fiber assets. These market conditions have similarly impacted wireless facilities in cities throughout the region. Vertical Bridge has indicated that, without an adjustment to the rent structure, continued operation of the Wagner Park site may become financially unviable. The existing Communications Site Lease Agreement already includes an early-termination clause (Section 13) that permits the tenant to terminate upon 30 days' notice under certain conditions, creating a material risk that the facility could be decommissioned if current financial terms remain unchanged. The proposed amendment is therefore intended to preserve the long-term viability of this essential wireless facility and ensure uninterrupted service to the community.

Lease Amendment Terms
The proposed amendment updates the financial and administrative terms of the existing lease while maintaining all previously approved operational characteristics of the wireless facility. Key provisions of the amendment include:

- A one-time rent prepayment of $75,000, payable on or before January 1, 2026, which

satisfies all rent due for the period of January 1, 2026 through December 31, 2027.
- Updated monthly rent of $2,300, commencing January 1, 2028, paid in advance.
- Rent escalations of 10% every five (5) years, beginning July 1, 2030, ensuring long-term alignment with market conditions.

All other conditions of the original lease remain unchanged, including insurance requirements, access rights, operational standards, and existing site maintenance responsibilities.

Development Services Department
This amendment does not modify the physical configuration, location, or operation of the wireless facility. The existing monopine structure, equipment enclosure, and associated improvements will remain as previously entitled and approved. No changes to the facility's height, footprint, or equipment specifications are proposed.

The wireless installation continues to operate under Federal Communications Commission (FCC) standards, American National Standards Institute (ANSI) guidelines, and related safety regulations governing radio frequency emissions. The facility has consistently operated within established safety limits, and no issues have been identified.

Fiscal Impact Summary:
The proposed amendment provides a one-time rent prepayment of $75,000, payable on or before January 1, 2026, which will constitute full rent for the period of January 1, 2026 through December 31, 2027. Following the prepaid rent term, Verizon will resume monthly rent payments of $2,300 per month ($27,600 annually) beginning January 1, 2028. In accordance with the amended rent schedule, monthly rent will increase by 10% every five (5) years, with the first adjustment occurring on July 1, 2030, increasing the monthly rent to $2,530.

Vertical Bridge's Business Summary Report indicates that the site is currently operating at a net monthly loss under the existing rent structure. The revised rent schedule provides a sustainable long-term financial model for the operator while maintaining a stable and predictable revenue stream for the City.

No additional lump-sum administrative or reimbursement payments are included in this amendment. All other financial terms of the 2015 agreement remain unchanged. The amendment provides immediate General Fund revenue through the $75,000 prepayment and maintains long-term recurring revenue through the updated rent schedule and escalation structure.

Attachments
1. Verizon Lease Amendment Draft 11.04.25 kfc revised.pdf
2. Verizon Wireless Lease Agreement 06.24.15.pdf

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE (this "**Amendment**"), dated as of this ____ day of _____, 202__ (the "**Effective Date**"), by and between the City of Placentia, a charter city and municipal corporation ("**Lessor**"), and Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless ("**Lessee**"), recites and provides:

RECITALS

WHEREAS, Lessor is the fee owner of that certain property located in the City of Placentia, County of Orange, State of California (the "**Property**"), more particularly described on Exhibit A attached hereto.

WHEREAS, Lessee is the current lessee under that certain Communications Site Lease with Lessor, dated June 24, 2015 (the "**Lease**"), pursuant to which Lessor leases to Lessee a portion of the Property, as more particularly described in the Lease (the "**Premises**").

WHEREAS, Lessee owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Premises.

WHEREAS, Lessee and VB Acquisitions, LLC, a Delaware limited liability company ("**Vertical Bridge**") entered into a Master Prepaid Lease dated December 23, 2024 (the "**Master Lease**"), pursuant to which Vertical Bridge was granted the exclusive right to lease, operate, and manage the Site on behalf of Lessee.

WHEREAS, pursuant to the Master Lease, Vertical Bridge leases back a portion of the Premises to Lessee and may sublease space to other wireless telecommunication providers and fiber companies (individually and collectively, the "**Transfers**")

WHEREAS, Lessee has granted Vertical Bridge a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record, and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA.

WHEREAS, Lessor and Lessee now desire to amend the Lease as more particularly provided below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.

2. Consent. Lessor hereby acknowledges that it has consented to the Master Lease and the Transfers pursuant to that certain letter agreement outlined in Exhibit B attached hereto

and made a part hereof, and Lessor further acknowledges that no additional payments are owed in connection with the Transfers.

3. One-Time Rent Prepayment. Lessee shall pay to Lessor a one-time rent prepayment in the amount of Seventy-Five Thousand and No/100 Dollars ($75,000.00), payable on or before January 1, 2026.

   This one-time rent prepayment shall constitute full and complete payment of all rent due under the Lease for the period commencing on January 1, 2026 and ending on December 31, 2027 (the "**Prepaid Rent Term**"). No additional rent shall be due and payable by Lessee under this Lease during the Prepaid Rent Term.

   Commencing on January 1, 2028, Lessee shall resume payment of rent in accordance with the terms set forth in Section 4 below.

4. Rent. Commencing on January 1, 2028, the rent ("**Rent**") shall be Two Thousand Three Hundred and No/100 Dollars ($2,300.00), paid monthly, in advance, to Lessor's address set forth in Section 6 below. The Rent due hereunder will be adjusted upwardly by ten percent (10.00%) on July 1, 2030, and the Rent shall further increase by ten percent (10.00%) on each successive quinquennial anniversary of July 1, 2030 thereafter.

5. Renewal Terms. Subject to the terms, provisions, and conditions of the Lease, Lessee shall have the option to extend the Lease for four (4) additional Five (5) year renewal periods (each, a "**Renewal Term**") with the initial Renewal Term commencing on the day immediately following the expiration date of the Lease. Each such Renewal Term shall be deemed automatically exercised by Lessee unless Lessee provides written notice to Lessor of non-renewal at least thirty (30) days prior to expiration of the then-current term.

6. Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

   If to Lessee:

   Los Angeles SMSA Limited Partnership
   c/o Vertical Bridge REIT, LLC
   22 West Atlantic Avenue, Suite 310
   Delray Beach, FL 33444
   Attention: General Counsel
   Ref: US-CA-7980

If to Lessor:

City of Placentia
401 E. Chapman Avenue
Placentia, California 92870
Attention: City Administrator

With a copy to:

City Attorney
401 E. Chapman Avenue
Placentia, California 92870

Send payments to:

City of Placentia
401 E. Chapman Avenue
Placentia, California 92870
Attention: Finance Department

7. Memorandum. Lessor agrees to execute a memorandum of this Amendment upon the request of Lessee, which Lessee may record with the appropriate recording officer at its sole cost and expense.

8. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment (or any notices pursuant to the Lease) bearing an original signature by facsimile transmission, by DocuSign, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

9. Ratification. Except as amended and modified in this Amendment, the terms and conditions of the Lease are ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Lease and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease.

[***The remainder of this page is intentionally blank; signature page follows.***]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

LESSOR:

City of Placentia
a charter city and municipal corporation

By:_____

Name:_____

Title:_____

Date:_____

[*Lessor's Signature Page to Amendment*]

LESSEE:

Los Angeles SMSA Limited Partnership
d/b/a Verizon Wireless

By: **VB Acquisitions, LLC**
a Delaware limited liability company
Its: Attorney-in-Fact

By:_____

Name:_____

Title:_____

Date:_____

[*Lessee's Signature Page to Amendment*]

EXHIBIT A

Legal Description of Property

All that certain real property situated in the County of Orange, State of California, described as follows:

Lot 60 of Tract No. 6394, in the City of Placentia, County of Orange, State of California, as shown on a Map recorded in Book 291, Pages 1, 2 and 3 of Miscellaneous Maps, in the office of the County Recorder of said County.

Assessor's Parcel Number: 336-564-01

EXHIBIT B

Lessor Consent to Master Lease and Transfers

December 12, 2024

Sent Via **Email**

City of Placentia
401 E. Chapman Ave.
Placentia, California 92870

RE: **VB Site Name: Wagner**
VB Site ID: US-CA-7980
Site Address: 700 Trumpet Avenue, Placentia, CA 92870 (the "Site")
Lease: Communications Site Lease, as amended and assigned (the "Lease")

Dear Andrew Gonzales

As you are aware, Verizon has entered into an agreement with Vertical Bridge to exclusively lease, operate and manage the Site pursuant to the transaction as more fully described in the letter that was sent to you on November 27, 2024.

As part of the transaction, your lease agreement with Los Angeles SMSA Limited Partnership dba Verizon Wireless ("Lease") is not being assigned to Vertical Bridge; however, Vertical Bridge will be leasing or managing Verizon's interest in the Site in order to operate and manage the Site on behalf of Verizon. Additionally, Vertical Bridge will lease back a portion of the Site to Verizon and may sublease space to other wireless telecommunication and fiber companies (individually and collectively, the "Transfers").

As noted in our earlier correspondence, these Transfers will not change, amend or alter the current Lease; however, the terms of the Lease may require your consent to these Transfers. We will follow the procedures in the Lease and obtain your consent prior to any sublease or collocation of the Site.

For more information about Vertical Bridge, please visit its website at www.VerticalBridge.com. If you have any questions or concerns, you can contact Christopher Walker.

Thank you.

Sincerely,

Christopher Walker

Agreed to and Accepted by:

City of Placentia

By: _____
Print Name: ANDREW GONZALES
Title: PLANNING MANAGER
Date: 2/3/25

NAI-1541852392v2

COMMUNICATIONS SITE LEASE

THIS COMMUNICATIONS SITE LEASE ("Lease"), dated as of the latter of the signature dates below ("Effective Date"), is made by and between Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Lessee"), and the City of Placentia, a Charter City and municipal corporation, whose address is 401 E. Chapman Avenue, Placentia, California 92879 ("Lessor") (jointly, the "Parties").

A. Recitals.

This Lease is entered into based upon the following facts, circumstances and understandings:

(i). Lessor represents and warrants that it owns certain real property legally described in Exhibit "A," attached hereto and commonly known as 700 Trumpet Avenue, Placentia, California 92870; Assessor's Parcel Number 336-564-01 ("Lessor's Real Property"). Lessee desires to lease a portion of Lessor's Real Property (the "Premises"), as expressly described in Exhibit "B" attached hereto. Lessor represents and warrants that it has the complete right and authority to grant the rights set forth herein and that Lessor has full rights of ingress to and egress from the Premises from a public roadway.

(ii). Lessee desires to construct and operate a wireless communications site at the Premises.

(iii). Based on the foregoing facts, circumstances and understandings and on the terms and conditions set forth below, Lessor is willing to lease the Premises to Lessee for Lessee's proposed use subject to the terms and conditions of this Lease.

(iv). All legal prerequisites to the making of this Lease have occurred.

WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the facts, circumstances and understandings set forth above (which are incorporated into the body of this Lease by this reference) and the terms and conditions set forth herein, the Parties, intending to be legally bound, hereto agree as follows:

B. Lease.

1. Grant and Acceptance of Lease. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises for Lessee's proposed use, subject to the following terms and conditions for the Term.

2. Permitted Uses.

(a). The Premises shall be used by Lessee for the operation of a wireless communications site. Specifically, the Premises consists of a parcel of ground space measuring approximately

reimbursement sum shall not be considered Rent, nor shall it offset any Rent or other consideration due in connection with this Lease, and such sum shall be fully earned and non-refundable by Lessor regardless of whether Lessee proceeds with or abandons the project specifically contemplated herein.

(c). Lessor agrees to cooperate with Lessee's reasonable requests for Lessor's signatures and other reasonable assistance as real property owner on permit applications, and obtaining and maintaining Governmental Approvals, for allowing site inspections by governmental agencies required in connection with reviewing permit applications, provided that such cooperation and assistance shall be at no expense to Lessor. In addition, Lessee shall have the right to initiate the ordering and/or scheduling of necessary utilities as shown in Exhibit "B" attached hereto, however, such scheduling must be coordinated with Lessor to minimize disruption to the primary use of Lessor's Real Property.

(d). In the event Lessee desires, at Lessee's option, to temporarily use electricity from Lessor to operate Lessee's equipment, Lessor agrees to provide Lessee with electricity and required connections upon request by Lessee. Lessee shall reasonably determine the location of any conduits between Lessor's electrical system, and the Land Space, if not shown on Exhibit "B," however, such location shall be subject to Lessor's approval, which approval shall not be unreasonably withheld, conditioned or delayed. As consideration, Lessee shall pay to Lessor, monthly, on the first day of the month, Three Hundred Dollars and 00/100 dollars ($300.00), beginning on the Commencement Date of this Lease and stopping on the date that Lessee no longer uses such electricity. The initial electrical fee reimbursement(s) shall be paid at the same time and in the same manner as Rent. The fee shall be prorated for any partial months based on the actual number of days in the month.

4. Term. The term of this Lease ("Term") shall be five (5) years commencing on the earlier to occur of the date that is the first day of the month following the date that: (a). Lessee begins construction of Lessee's Facilities on the Premises; (b). Lessee obtains its final building permit for the installation of Lessee's Facilities; or (c). is twelve (12) months after the Effective Date ("Commencement Date"). Lessee shall promptly deliver written notice to Lessor of the Commencement Date if this Lease commences pursuant to subsection (a) or (b) of this Section 4. Lessor and Lessee agree that they shall acknowledge in writing the Commencement Date if the Commencement Date is based upon (a) above. Lessee shall have the right to extend the Term of this Lease for up to four (4) additional terms of five (5) years each (each a "Renewal Term"). The terms and conditions for each Renewal Term shall be the same terms and conditions as in this Lease, except that the Rent and the amounts of insurance coverage as required herein shall be increased as set forth herein below. This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least ninety (90) days prior to the expiration of the first Term or any Renewal Term.

5. Rent. Upon the Commencement Date, Lessee shall pay Lessor, as rent, $2,800.00 per month ("Rent"). Notwithstanding the foregoing, rent for the first (1st) twenty (20) months of the Term shall be payable in a lump-sum payment of $56,896.00, in advance, to Lessor or Lessor's alternate payee specified in Section 22 below. The initial lump-sum Rent payment will be

forwarded by Lessee to Lessor within forty-five (45) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required, and thereafter, beginning on the twenty-first (21st) month of the Term, Rent shall be payable on the first day of each month, in advance, to Lessor or Lessor's alternate payee specified in Section 22 below, except that payment shall be prorated for the final fractional month of this Lease, or if this Lease is terminated before the expiration of any month for which Rent should have been paid. Rent shall be automatically adjusted by Lessee on each annual anniversary of the Commencement Date of the Term and of any Renewal Term by an increase of four percent (4%) of the Rent paid during the immediately preceding year.

As additional consideration, Lessee shall pay Lessor a one-time payment of $1,000.00 as an administrative fee to be paid within forty-five (45) days after the Commencement Date or after a written acknowledgment confirming the Commencement Date to be used for the removal and replacement of a concrete pad around a liquid Amber tree located on the Property.

6. Due Diligence Contingency and Pre-Commencement Date Access to Premises.

(a) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections, taking measurements and conducting engineering surveys (and soils tests where applicable) and any other reasonably necessary tests to determine the suitability of the Premises for Lessee's Facilities (collectively, "Due Diligence"), and for the purpose of preparing the Premises for the installation or construction of Lessee's Facilities. During any Due Diligence activities or pre-installation or pre-construction work, Lessee shall have insurance which covers such activities as set forth in Section 16 below. Lessee shall notify Lessor of any proposed tests, measurements or pre-installation or pre-construction work and shall coordinate the scheduling of such activities with Lessor. If in the course of its Due Diligence Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee shall have the right to terminate this Lease prior to the Commencement Date without any further liability or obligation to Lessor by delivery of written notice of termination to Lessor as set forth in Section 13 below. In the event Lessee terminates this Lease pursuant to the provisions of this Section 6, then, and in that event, Lessee, at Lessee's sole cost, shall immediately return the Premises to the condition thereof existing prior to Lessee engaging in all Due Diligence activities, which shall be completed within forty-five (45) days after such termination.

(b). Except to the extent otherwise expressly set forth herein, Lessor hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Premises, which, other than as expressly set forth herein, Lessee accepts the Premises "As Is."

7. Ongoing Access to Premises. Throughout the Term and any Renewal Term of this Lease, Lessee shall have the right of access without escort to the Premises for its employees and agents twenty-four (24) hours a day, seven (7) days per week to and from a public right-of-way, at no additional charge to Lessee. In exercising its right of access to the Premises herein, Lessee agrees to cooperate with any reasonable security or access control procedures utilized by Lessor

at Lessor's Real Property of which Lessee receives written notice from Lessor, and further agrees not create a legal nuisance with the business or other activities of Lessor or of other tenants or occupants of Lessor's Real Property. Lessor shall maintain all existing access roadways or driveways extending from the nearest public roadway to the Premises in accordance with the City's standards and the City's budget constraints. Lessor shall have the right to reconfigure the traffic flow and location of such roadways and driveways on Lessor's Real Property without approval of or compensation to Lessee provided doing so does not prohibit or otherwise materially and adversely interfere with Lessee's ability to access the Premises. Lessor shall be responsible for maintaining and repairing such roadways and driveways at Lessor's sole expense, except for any damage caused directly by Lessee's use of such roadways or driveways. If Lessee causes any such damage, Lessee shall promptly repair the same at its sole expense to the condition in which it was prior to such damage. Lessee shall be responsible for the maintenance and compliance with laws of all towers and structures located on the Premises which Lessee constructs, including compliance with Part 17 of the Federal Communications Commission's ("FCC") rules.

8. Lessee's Work, Maintenance, Repairs and Restoration. All of Lessee's construction and installation work at the Premises shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall maintain Lessee's Facilities and the Premises in a reasonably neat and safe condition in compliance with all applicable codes and governmental regulations. Lessee, at Lessee's expense, shall be required to make all repairs to the Premises due to damage caused by Lessee, its agents or contractors. Upon the expiration, cancellation or termination of this Lease, Lessee shall within ninety (90) calendar days thereafter surrender the Premises in good condition, less ordinary wear and tear and casualty not caused by Lessee, its agents or contactors; however, Lessee shall not be required to remove any foundation supports for Lessee's Facilities or conduits which have been installed by Lessee.

9. Title to Lessee's Facilities. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by and remain with Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures. Lessee has the right to remove all of Lessee's Facilities at its sole expense on or before the expiration or termination of this Lease. Lessor acknowledges that Lessee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of Lessee's Facilities (the "Collateral") with a third party financing entity and may in the future enter into additional financing arrangements with other financing entities. In connection therewith, Lessor (i). consents to the installation of the Collateral to the extent that the Collateral is part of the approved Lessee's Facilities; (ii). disclaims any interest in the Collateral, as fixtures or otherwise, whether arising at law or otherwise, including, but not limited to any statutory landlord's lien; and (iii). agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Utilities. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on or near the Premises (including, but not limited to the installation of emergency back-up power). Lessee shall have the right to place utilities on (or to bring utilities across) Lessor's Real Property as shown in Exhibit "B" hereto in order to service the

Premises and Lessee's Facilities. Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service at no cost or expense to Lessor.

11. Interference with Communications. Lessee's Facilities and operations shall not interfere with the prior existing or future communications configurations, frequencies or operating equipment lawfully operated by Lessor ("Lessor's Communications") at Lessor's Real Property. Lessee's Facilities and operations shall comply with all applicable non-interference rules and procedures of the FCC. Upon written notice from Lessor supported by reasonable actual evidence of alleged interference by Lessee with Lessor's Communications, Lessee will cause such interference to cease within three (3) business days after receipt of such notice of interference from Lessor, or Lessee shall shut down the equipment causing such interference. If such interference cannot be cured within such three (3) business-day period, Lessee shall cease operation (except for intermittent testing to determine the cause of such interference) of such equipment until the interference has been corrected. Lessor shall require in writing of all future tenant(s) of any portion of Lessor's Real Property to abstain from engaging in activities or operations which cause interference with the communications operations of Lessee described in Section 2, above, and that all future tenants shall agree to promptly terminate interference or to promptly cure interference to Lessee's communications equipment caused by their operations. Lessor will not use, nor will Lessor permit its employees, tenants, agents or its independent contractors to use any portion of Lessor's Real Property in any way which materially interferes with the Lessee's Facilities, the operations of Lessee or the rights of Lessee under this Lease. Lessor will cause such interference to cease within three (3) business days after receipt of notice of alleged interference supported with reasonable actual evidence from Lessee. In the event any such interference does not cease within the aforementioned cure period, Lessor shall cease all operations which are suspected of causing such interference (except for operations related to public safety, health and welfare, and for intermittent testing to determine the cause of such interference) until the interference has been corrected. For the purposes of this Lease, "interference" may include, but is not limited to, any use on Lessor's Real Property that causes material and adverse electronic or physical obstruction with, or degradation of, the communications signals of Lessee's Facilities. In the event any such alleged interference does not cease promptly, the Parties acknowledge that continuing actual interference will cause irreparable injury, and therefore the party alleging interference shall have the right to bring a court action to enjoin such interference, or an FCC interference complaint. Lessor agrees to incorporate a covenant into any subsequent leases, licenses or rental agreements with other persons or entities for any portion of Lessor's Real Property to incorporate the duties specified in this Section 11.

12. Taxes. Lessee shall pay personal property and in lieu property taxes assessed against Lessee's Facilities, and Lessor shall pay when due all real property taxes and all other taxes, fees and assessments attributable to the Premises and this Lease.

13. Termination. This Lease may be terminated by Lessee in its sole discretion effective immediately without further liability by delivery of written notice thereof to Lessor prior to the Commencement Date for any reason resulting from Lessee's Due Diligence, or if a title report obtained by Lessee for Lessor's Real Property shows any defects of title or any liens or encumbrances which may adversely affect Lessee's use of the Premises for Lessee's intended

use, or for any other or no reason. This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (a). by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default; provided, however, that no such failure will be deemed to exist if a defaulting party has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of a party; (b). by Lessee if it does not obtain any Governmental Approvals necessary to the construction or operation of Lessee's Facilities, is unable to obtain such Governmental Approvals without conditions which, in Lessee's reasonable discretion, are not standard or typical for premises where wireless communications facilities are located or is unable to maintain such Governmental Approvals despite reasonable efforts to do so; (c). by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (d). by Lessee in its sole discretion. Lessee's termination of this Lease pursuant to this Section 13 shall be conditioned upon Lessee's written notice to Lessor, surrender as required in Section 8 of this Lease, and payment to Lessor of an early termination payment as liquidated damages by Lessee to Lessor equal to three (3) months Rent at the rate then in effect. The early termination payment in this Section shall not in any way be considered as Rent or a Rent offset. Other than as stated in this Lease, Lessor and Lessee shall not have the right to terminate, revoke or cancel this Lease. If termination of this Lease occurs as a result of Lessee's election pursuant to subsection 13(d) herein, Lessee shall, upon giving written notice to Lessor and paying the early termination fee, also immediately discontinue radio transmissions from the Premises.

14. Destruction of Premises. If the Premises is destroyed by natural disaster or by any party other than Lessee or any of Lessee's Subsequent Users (defined below), Lessee may elect to terminate this Lease pursuant to Section 13(d) of this Lease, except that no early termination payment shall be paid by Lessee to Lessor.

15. Condemnation. If a condemning authority takes all of Lessor's Real Property, or a portion which in Lessee's sole discretion is sufficient to render the Premises unsuitable for Lessee's ongoing operation of Lessee's Facilities, then this Lease shall terminate without further liability of Lessee as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation recoverable under applicable condemnation law. Sale of all or part of Lessor's Real Property to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

16. Insurance. Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of $1,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of $1,000,000.00 per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of $1,000,000.00 each accident/disease/policy limit. Such insurance shall insure, on an occurrence basis, against liability of Lessee and its employees arising out of or in connection with Lessee's use, occupancy and maintenance of Lessor's Real Property.

Lessor, at Lessor's sole cost and expense, shall procure and maintain on Lessor's Real Property, commercial general liability insurance with a combined single limit of at least $1,000,000.00 per occurrence for bodily injury and property damage. Lessor, Lessor's elected officials, officers, employees, and volunteers shall be included as an additional insured as their interest may appear on Lessee's Commercial General Liability and Automobile Liability policies as respects this Lease. Upon the Commencement Date of this Lease each party shall provide to the other a certificate of insurance evidencing the coverage required by this Section 16 and within thirty (30) days of the expiration or renewal of any insurance required by this Lease. Lessor reserves the right to amend the policy limits required of Lessee upon the commencement of each Renewal Term to reflect what is required by lessors of the same or other wireless lessees operating in the City of Placentia or in similar areas with similar operations and reasonably commensurate with then-existing telecommunications industry standards.

The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to Lessor's Real Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by either party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other party.

17. Assignments or Transfers. Lessee shall not assign or transfer this Lease to any other person or entity in whole or in part unless the assignee or transferee first agrees in writing to fulfill all of the duties and obligations of Lessee in this Lease accruing thereafter, and Lessor has approved in writing of the assignment or transfer, and Lessor's City Attorney shall first approve in writing of the form of the assignment or transfer document. Notwithstanding the forgoing, however, Lessee may assign this Lease upon written notice to Lessor to Lessee's parent or subsidiary or any subsidiary of Lessee's parent, or any person or entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which Lessor's Real Property is located by reason of a merger, acquisition, or other business reorganization, and assumes all obligations of Lessee under this Lease. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder (whether accruing prior to or after the effective date of assignment) provided that, in all cases, the assignee: (i). shall be fully responsible for all such liabilities and obligations, (ii). shall first accept all such liabilities and obligations in writing, and (iii). is of substantially similar financial strength or credit worthiness to Lessee at the inception of this Lease. Provided conditions (i)-(iii) above are met, Lessor shall look solely to the assignee for performance under this Lease following such assignment and all of assignor rights herein shall terminate. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Lessee (i). has obligations for borrowed money or in respect of guaranties thereof, (ii). has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii). has

obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

18. Lessee's Subsequent Users and Subsequent Co-Users. Lessee shall have the privilege, subject to the prior written consent of Lessor, to enter into separate agreements with third parties to permit a portion of the Premises and Lessee's Facilities to be used by others whose business is the provision of wireless communications services, subject to the following conditions:

(a). Lessee may sublease vertical space on the monopine appearing in Exhibit "B" to third party providers of communications services ("Subsequent Users") in accordance with this Section 18, subject to those Subsequent Users: (1). obtaining all necessary Governmental Approvals from governmental agencies having jurisdiction, and (2). provided Lessor has negotiated a lease or license directly with the Subsequent User for its use of ground space, and (3). Lessor is granted an opportunity to review and approve the Subsequent User's proposed plans and drawings, which approval shall not be unreasonably withheld, conditioned or delayed, but which approval may be conditioned on the Subsequent User's installation meeting Lessor's reasonable aesthetic requirements. Lessor shall be responsible for approving the location of the Subsequent User's ground equipment outside of the Premises. Lessee shall retain all rights to rental income from any Subsequent User with respect to the sublease for space on the monopine, and Lessor shall retain all rights to rental income from any Subsequent User with respect to the ground space lease or license it grants to the Subsequent User. If approved by Lessor and if all government zoning and other permits are obtained, Lessee and the Subsequent User(s) shall be entitled to modify their respective facilities and to erect additional improvements on the Premises, including but not limited to antennas, dishes and cabling, as are reasonably required for the operation and maintenance of the communications equipment to be installed on the monopine by the Subsequent User(s). All Subsequent Users shall be entitled to all rights of ingress and egress to the Premises and the right to install utilities, provided same is approved by Lessor.

(b). Lessee may allow third party providers of communications services ("Subsequent Co-Users") in accordance with this Section 18 to utilize Lessee's Facilities for the purpose of transmitting and/or receiving radio frequency transmissions that would otherwise be subject to Section 18(a), subject to (1). Lessee providing prior written notice to Lessor of each such Subsequent Co-User, and (2). no Subsequent Co-User shall be allowed to install any equipment whatsoever within the Premises, and (3). no Subsequent Co-User shall be allowed any physical occupancy of the Premises, and (4). for each Subsequent Co-User Lessee shall remit to Lessor on a monthly basis a sum equal to fifty percent (50%) of the rent or rent-equivalent charged by Lessee to the Subsequent Co-User, and (5). Lessee's rent or rent-equivalent charged to the Subsequent Co-User shall not be less than fifty percent of the Rent then charged by Lessor to Lessee.

(c). Any attempt by Lessee to grant rights of any kind in the Premises or this Lease that exceed those granted herein by Lessor to Lessee shall be *void ab initio*.

19. Non-disturbance and Quiet Enjoyment; Subordination; Estoppel Certificates.

(a). So long as Lessee is not in default under this Lease beyond all applicable cure periods, Lessee shall be entitled to quiet enjoyment of the Premises during the term of this Lease and any Renewal Term, and Lessee shall not be disturbed in its occupancy and use of the Premises or the exercise of its rights and privileges as granted herein.

(b). This Lease shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Lessor's Real Property and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. As a condition of such subordination, Lessor shall obtain and Lessee shall execute and deliver promptly any commercially reasonable agreement of subordination, provided that such agreement acknowledges that this Lease remains in full force and effect, recognizes Lessee's right to non-disturbance and quiet enjoyment of the Premises so long as Lessee is not in default under this Lease beyond all applicable cure periods, and Lessee's liability shall be capped at the remaining Rent under this Lease. If any mortgagee or lender succeeds to Lessor's interest in Lessor's Real Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Lessee shall attorn to and recognize such successor as Lessor under this Lease provided such party similarly agrees not to disturb Lessee's occupancy and use of the Premises or the exercise of its rights and privileges as granted herein.

(c). At any time upon receipt by a party hereto of not less than thirty (30) days' prior written notice by the other party, the party requested shall execute, acknowledge and deliver to the other party or any other party specified by the requesting party, a statement in writing certifying that this Lease is in full force and effect, if true, and the status of any continuing defaults under this Lease, to the requested party's actual knowledge.

20. Indemnification.

(a). Lessee's Indemnity. Lessee hereby agrees to defend, indemnify and hold Lessor and Lessor's elected and appointed officials, officers, employees, and volunteers (collectively, "Lessor's Indemnitees") free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, costs and expenses (including reasonable attorney's fees and costs of court) and injuries (including personal injuries or death) to the extent caused by Lessee's occupation, use, operation, maintenance or repair of Lessee's Facilities at the Premises or access over Lessor's Real Property to the Premises, except to the extent resulting from the negligence or willful misconduct of Lessor or Lessor's Indemnitees, or any of them.

(b). Lessor's Indemnity. Lessor hereby agrees to defend, indemnify and hold Lessee and Lessee's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors (collectively, "Lessee's Indemnitees") free and harmless from and against any and all losses, claims, liabilities, damages, actions, causes of action, costs and expenses (including reasonable attorney's fees and costs of court) and injuries (including personal injuries or death) to the extent caused by Lessor's use, operation, maintenance or repair of improvements on Lessor's Real Property, the use of Lessor's Real Property by other tenants or lessees of Lessor, any violation of governmental regulations relating to the Premises and any towers used

by Lessee (including the lighting or painting for aviation pathways), except to the extent resulting from the negligence or willful misconduct of Lessee or Lessee's Indemnitees, or any of them.

(c). Special Damages. Notwithstanding any other provision of this Lease, neither party shall be liable to the other for consequential damages, damages for lost income and profits, exemplary or punitive damages or other special damages, whether in tort, contract or equity.

(d). Survival of Indemnity Provisions. The indemnity provisions of this Section 20 shall survive the expiration, cancellation or expiration of this Lease for the length of the applicable statute of limitations term during which a claim may be filed plus thirty (30) days, and any claims for indemnification under this Section 20 shall be brought within that period.

21. Hazardous Material. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within Lessor's Real Property in violation of any law or regulation. Lessor represents, warrants and agrees: (1). that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within Lessor's Real Property in violation of any law or regulation, and (2). that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within Lessor's Real Property in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the State in which Lessor's Real Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

22. Notices and Deliveries. Any notice or demand required to be given herein shall be made by first class certified or registered mail, return receipt requested, or by reliable national overnight delivery service, postage pre-paid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

Lessor:	City of Placentia 401 E. Chapman Avenue Placentia, California 92870 Attn: City Administrator
With a copy to:	City Attorney 401 E. Chapman Avenue Placentia, California 92870

Lessee: Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
Site: Wagner

Lessor or Lessee may from time to time designate any other addressees and addresses for notices or deliveries by written notice to the other party.

23. Bankruptcy.

(a). Lessor and Lessee hereby expressly agree and acknowledge it is the intention of both Parties that if, during the term of this Lease, either party shall become a debtor in any voluntary or involuntary bankruptcy proceeding under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "Code"), this Lease is and shall be treated as an unexpired lease of nonresidential real property for purposes of Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

(b). Any person or entity to which this Lease is assigned pursuant to the provisions of the Code shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

24. Relocation. Lessor shall have the right once during or after the Third Renewal Term of this Lease to require Lessee, upon at least twelve (12) months written notice to Lessee and at Lessee's sole expense to relocate the Premises and Lessee's Facilities to another portion of Lessor's Real Property selected by Lessor in consultation with Lessee of equal size as the Premises and compatible for Lessee's use in Lessee's sole discretion. If an alternate location is agreed upon, Lessee shall relocate Lessee's Facilities upon receipt of all Governmental Approvals required for such relocation and Lessee's service will not be interrupted and Lessee shall be allowed, if necessary, to place a temporary cell site and antenna structure on Lessor's Real Property during such relocation. In the event that Lessee is unable or unwilling to relocate its Premises and Lessee's Facilities as required by Lessor, Lessor may terminate this Lease pursuant to this Section 24 (except that no early termination payment shall be paid by Lessee to Lessor) or withdraw its direction to relocate. Upon termination Lessee shall remove Lessee's Facilities from the Premises and return the Premises to Lessor within ninety (90) calendar days of termination in to the condition in which it existed immediately prior to the Commencement Date, normal wear and tear and casualty excepted. Notwithstanding the foregoing, Lessor shall

not be permitted to require Lessee to relocate in order to accommodate another tenant at Lessor's Real Property.

25. Miscellaneous.

(a). Severability. If any provision of this Lease is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law, and the Parties shall negotiate in good faith to amend this Lease to retain the economic effect of the invalid or unenforceable provisions. If any such action or determination renders the overall performance of this Lease impossible or materially impairs the original purpose, intent or consideration of this Lease, and the Parties are, despite the good faith efforts of each, unable to amend this Lease to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Lease upon sixty (60) days' prior written notice to the other party.

(b). Binding Effect. Each party represents and warrants that said party has full power and authority, and the person(s) executing this Lease have full power and authority, to execute and deliver this Lease, and that this Lease constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

(c). Waivers. No provision of this Lease shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the Parties in the implementation or administration of the terms of this Lease shall be construed to waive or lessen any right to insist upon strict performance of the terms of this Lease.

(d). Governing Law, Courts. This Lease shall be governed by and construed according to the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Sole venue for any legal claim arising hereunder shall be in the Superior Court of the State of California in Orange County (the "Court"). The Parties consent to *in personam* jurisdiction and *in rem* jurisdiction by the Court, and waive all claims of *forum non conveniens* and any and all other claims that would defeat the venue or jurisdiction of the Court.

(e). Attorneys' Fees and Costs. The prevailing party in any legal claim arising hereunder shall be entitled to its reasonable attorneys' fees and costs and court costs as may be awarded by the Court.

(f). Survival. Terms, conditions, obligations, and indemnifications of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

(g). Memorandum of Lease. Lessor acknowledges that a Memorandum of Lease substantially in the form annexed hereto as Exhibit "C" will be recorded by Lessee in the Official Records of the County where Lessor's Real Property is located.

(h). Entire Agreement; Amendments. This Lease constitutes the entire agreement and understanding between the Parties regarding Lessee's lease of the Premises and supersedes all prior and contemporaneous offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by duly authorized representatives of both Parties.

(i). No Presumptions Regarding Preparation of Lease. The Parties acknowledge and agree that each of the Parties has been represented by counsel or has had full opportunity to consult with counsel and that each of the Parties has participated in the negotiation and drafting of this Lease. Accordingly, it is the intention and agreement of the Parties that the language, terms and conditions of this Lease are not to be construed in any way against or in favor of any party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Lease.

(j). Interpretation.

(1). Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

(2) The headings and captions in this Lease are for reference only and are not incorporated in any term herein.

(k). No Personal Liability of Officials and Employees of either Party. No elected official, officer, employee, agent, or volunteer of either party shall be personally liable for any default or liability whatsoever under this Lease, except in instances of criminal negligence.

(l). Public Document. Lessor is a municipal corporation under the laws of the State of California. Lessor and Lessee acknowledge that this Lease is subject to public disclosure as specified by California Government Code §§ 6250 *et seq.* and is a "public record" within the meaning of California Government Code § 6252(e).

(m). No Assurances. Execution of this Lease is completely unrelated to any and all City of Placentia ("City") planning process(es) and all other required municipal licenses, permits, authorizations, and approvals whatsoever which shall be subject to the normal planning and zoning processes of the City. Grant of this Lease does not assure Lessee that it will be successful

in whole or in part in securing any or all required City permits, or any other required permits or authorizations. Lessee is solely responsible, at its sole expense, for securing any and all required governmental authorizations to construct and to operate Lessee's Facilities which shall be reviewed pursuant to prevailing City requirements at that time.

(n). Payment of Sums during Breach. The receipt of any sum paid by Lessee to Lessor after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.

(o). Claims. Any claim by Lessee against Lessor arising hereunder shall be subject to California Government Code §§ 800 *et seq.*, and Chapter 1.16 of the Placentia Municipal Code.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this Lease is effective as of the last date written below.

LESSOR:

Approved as to form:

City of Placentia

By: _____

Name: Damien R. Arrula

Title: Acting City Administrator

Date: June 24, 2015

_____

Andrew V. Arczynski
City Attorney

LESSEE:

Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless

By: AirTouch Cellular, its General Partner

By: _____

Name: Harold W. Navarre

Title: Executive Director - Network

Date: 6/18/15

EXHIBIT "A"

DESCRIPTION OF LESSOR'S REAL PROPERTY

All that certain real property situated in the County of Orange, State of California, described as follows:

Lot 60 of Tract No. 6394, in the City of Placentia, County of Orange, State of California, as shown on a Map recorded in Book 291, Pages 1, 2 and 3 of Miscellaneous Maps, in the office of the County Recorder of said County.

Assessor's Parcel Number: 336-564-01

EXHIBIT "B"

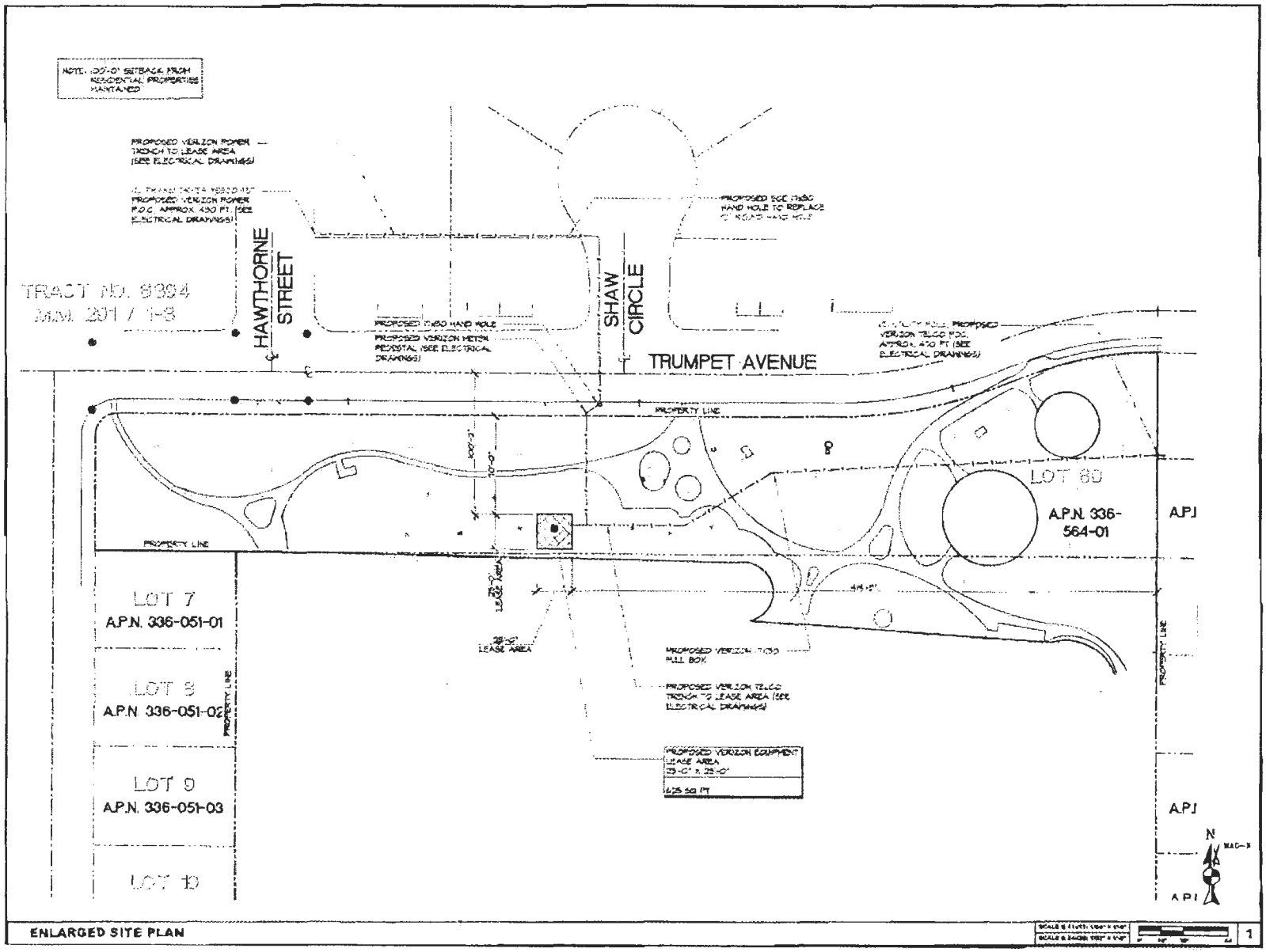
DESCRIPTION OF PREMISES

to the Communications Site Lease dated _____ _____, 201__, by and between the City of Placentia, as Lessor, and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, as Lessee.

The Premises consist of those specific areas described/shown below or attached where Lessee's communications antennae, equipment and cables occupy Lessor's Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Lessee at the time of construction and thereafter only with Lessor's prior written permission.

SEE ATTACHED.

(A final drawing or copy of a property survey and site plan depicting the above shall replace this Exhibit B when initialed by Lessor or Lessor's designated agent and may be modified from time to time when initialed by both Lessor and Lessee.)



ENLARGED SITE PLAN

verizon

ULSANG ARCHITECTURE

SEAL

ISSUED FOR: PERMIT SUBMITTAL
ISSUE DATE: 02/06/2015
PROJECT No. FA1432230
DRAWN BY: FN CHECKED BY: EF

SUBMITTALS

REV.	DATE	DESCRIPTION	BY
0	01/29/15	PERMIT SUBMITTAL	EA
1	02/06/15	PLAN CHECK CORRECTIONS	EA

WAGNER
700 TRUMPET AVE
PLACENTIA, CA 92870

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
A-2

EXHIBIT "C"

MEMORANDUM OF LEASE

to the Communications Site Lease dated _____ _ _____ ___, 201__, by and between the City of Placentia, as Lessor, and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, as Lessee.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, California 90067
Attn: Reena R. Yuba
Re: Wagner

(Space above line for Recorder's Use)

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

APN: 336-564-01

Document Transfer Tax = $0.00; the total guaranteed term of the Agreement is less than 35 years

MEMORANDUM OF COMMUNICATIONS SITE LEASE

This Memorandum of Communications Site Lease ("Memorandum") is made as of the last date of execution indicated on the signature page below by and between the City of Placentia, whose address is 401 E. Chapman Avenue, Placentia, California 92879 (hereinafter referred to as "Lessor"), and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, with an address for notice purposes at 180 Washington Valley Road, Bedminster, New Jersey 07921, Attn: Network Real Estate (Site: Wagner) (hereinafter referred to as "Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties."

1. Lessor and Lessee entered into a Communications Site Lease (the "Agreement") on the last date of execution thereof for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of the Agreement is for five (5) years commencing on the Commencement Date (as defined in the Agreement) of the Agreement, and terminating on the fifth (5th)

anniversary of the Commencement Date, with four (4) successive five (5) year options to renew. The total guaranteed term of the Agreement is less than thirty-five (35) years.

3. The land, located at 700 Trumpet Avenue, Placentia, California 92870 ("Property"), and which is the subject of the Agreement is described in Exhibit A annexed hereto.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the day and year last written below.

Approved as to form:

Andrew V. Arczynski,
City Attorney

City of Placentia

By: _____

Name: Damien R. Arrula

Title: Acting City Administrator

Date: June 24, 2015

LESSEE:

Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless

By: AirTouch Cellular, its General Partner

By: _____
Name: Harold W. Navarre
Title: Executive Director - Network

Date: _____

[NOTARY ACKNOWLEDGMENTS FOLLOW]

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.

LESSOR ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF Orange)

On June 24, 2015, before me, Maria G Perez, Notary Public, personally appeared Damien Ronald Arvia, 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.

MARIA G. PEREZ
Commission # 2054329
Notary Public - California
Orange County
My Comm. Expires Jan 5, 2018

Notary Public

(Seal)

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.

LESSOR ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Notary Public

(Seal)

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LESSEE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, before me, _____, Notary Public, personally appeared Harold W. Navarre, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

_____
Notary Public

(Seal)

EXHIBIT A

DESCRIPTION OF THE PROPERTY

All that certain real property situated in the County of Orange, State of California, described as follows:

Lot 60 of Tract No. 6394, in the City of Placentia, County of Orange, State of California, as shown on a Map recorded in Book 291, Pages 1, 2 and 3 of Miscellaneous Maps, in the office of the County Recorder of said County.

Assessor's Parcel Number: 336-564-01

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, California 90067
Attn: Annie Y. Hu, Esq.
Re: Wagner

(Space above line for Recorder's Use)

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

APN: 336-564-01

Document Transfer Tax = $0.00; the total guaranteed term of the Agreement is less than 35 years

MEMORANDUM OF COMMUNICATIONS SITE LEASE AGREEMENT

This Memorandum of Communications Site Lease Agreement ("Memorandum") is made as of the last date of execution indicated on the signature page below by and between the City of Placentia, whose address is 401 E. Chapman Avenue, Placentia, California 92879 (hereinafter referred to as "Lessor"), and Los Angeles SMSA Limited Partnership, d/b/a Verizon Wireless, with an address for notice purposes at 180 Washington Valley Road, Bedminster, New Jersey 07921, Attn: Network Real Estate (Site: Wagner) (hereinafter referred to as "Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "Parties."

1. Lessor and Lessee entered into a Communications Site Lease Agreement (the "Agreement") on the last date of execution thereof for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of the Agreement is for five (5) years commencing on the Commencement Date (as defined in the Agreement) of the Agreement, and terminating on the fifth (5th) anniversary of the Commencement Date, with four (4) successive five (5) year options to renew. The total guaranteed term of the Agreement is less than thirty-five (35) years.

3. The land, located at 700 Trumpet Avenue, Placentia, California 92870 ("Property"), and which is the subject of the Agreement is described in Exhibit A annexed hereto

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the day and year last written below.

LESSOR:

City of Placentia

By: _____

Name: Damien R. Arrula
Title: Acting City Administrator
Date: June 24, 2015

Approved as to form:

Andrew V. Arczynski,
City Attorney

LESSEE:

Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless

By: AirTouch Cellular
Its: General Partner

By: _____
Name: Harold W. Navarre
Title: Executive Director - Network
Date: 6/18/15

[Notary Acknowledgments Follow]

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.

LESSOR ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____

Notary Public

(Seal)

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.

LESSOR ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF Orange)

On June 24, 2015, before me, Maria G. Perez, Notary Public, personally appeared Damien Ronald Arvila, 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.

MARIA G. PEREZ
Commission # 2054329
Notary Public - California
Orange County
My Comm. Expires Jan 5, 2018

Notary Public

(Seal)

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On June 19, 2015 before me, Linh Nguyen, Notary Public, personally appeared Harold W. Navarre who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

LINH NGUYEN
Commission # 2049102
Notary Public - California
Sacramento County
My Comm. Expires Nov 16, 2017

Signature of Notary Public

Place Notary Seal Above

EXHIBIT A

(Legal Description of Property)

All that certain real property situated in the County of Orange, State of California, described as follows:

Lot 60 of Tract No. 6394, in the City of Placentia, County of Orange, State of California, as shown on a Map recorded in Book 291, Pages 1, 2 and 3 of Miscellaneous Maps, in the office of the County Recorder of said County.

Assessor's Parcel Number: 336-564-01

Agenda Item No: 1.k

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 2, 2025

Submitted by: Joe Lambert

From: Development Services

Subject:

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH DTA PUBLIC FINANCE, INC. TO COMPLETE A DEVELOPMENT IMPACT FEE NEXUS STUDY UPDATE AND TO CREATE A PUBLIC SAFETY COMMUNITY FACILITIES DISTRICT

Financial Impact:

Fiscal Impact:

Total cost of previously approved agreement:	$127,000
Staff recommended contingency for Amendment No. 1:	$+20,000
Total cost of proposed agreement + Amendment No. 1:	$147,000
General Plan Update Fee funds (208-749504-9900 Project: 7449504):	$147,000

Summary:

On June 18, 2024, City Council approved a Professional Services Agreement with David Taussig & Associates (now known as DTA Public Finance, Inc.), in a not-to-exceed amount of $127,000 to prepare a new Development Impact Fee Nexus Study Report to facilitate an update of both Citywide Development Impact Fees and Transit-Oriented Development (TOD) Impact Fees and to create a successor Public Safety Community Facilities District (CFD). The recommended actions would amend the Professional Services Agreement with DTA Public Finance, Inc. extending the term of the agreement until December 31, 2026, with Staff recommended contingency.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Approve Amendment No. 1 to the Professional Services Agreement with DTA Public Finance, Inc. to facilitate an update of both Citywide Development Impact Fees, Transit-Oriented Development Impact Fees and to create a successor Public Safety Community Facilities District (CFD) for the City of Placentia for an amount not to exceed $147,000; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:

This item is consistent with the City Council approved Five Year Strategic Goal to:
Keep Development Impact Fees current and updated to facilitate cost recovery by requiring new development to pay a fair share of costs for City facilities, as Objective Number 1.3 is to

Update Fee Study/Cost Allocation. In addition, this action is consistent with Objective Number 3.12 to secure funding for affordable housing as the Citywide Residential Affordable Housing Impact Fees will likely be adjusted commensurate with the nexus fee study prepared by DTA.

Discussion:

Development Impact Fee Update

The existing DIFs currently in place include the following:

- Citywide Public Safety Impact Fee Program (Now known as Fire, Police Animal Shelter fees pursuant to the City of Placentia Development Impact Fee Nexus Study, dated April 2023)
- Citywide Park and Recreation Impact Fee Program
- Citywide Quimby Land Dedication and In-Lieu Fee Program
- Citywide Sewer Impact Fee Program
- Citywide Traffic Impact Fee Program
- Citywide Storm Drainage Impact Fee Program
- TOD Traffic Impact Fee
- TOD Sewer Impact Fee (Now updated pursuant to the City of Placentia Development Impact Fee Nexus Study, dated April 2023)
- TOD Streetscape Infrastructure Impact Fee
- A Residential Affordable Housing Impact Fee ("RAHIF") requiring developers to pay a fee to mitigate the additional demand for affordable housing that is created by proposed market rate residential development.

As stated in the 2024 Request for Proposals (RFP), the City is proposing to keep and update all of the existing aforementioned DIFs already in place. DTA will conduct a Nexus Study to update all of those fees commensurate with actual and projected impacts. In addition, DTA's Nexus Study would consider the following components/programs for the DIFs at a minimum:

- Updated Public Safety DIF to adequately capture Police, Placentia Fire and Life Safety, Emergency Medical Services (EMS), and Dispatch, as well as Animal Control Services
- Create Public Facilities DIF
- Create Information Technology DIF or incorporate into Public Facilities (or similar) DIF

Successor Public Safety Community Facilities District (CFD)

The City implemented CFD 2014-01, to help offset rising police department operating costs attributed to new residential development. Although successfully implemented in 2014, it did not capture properties developed during the City's exponential growth spurt between 1970 and 2014. Also, since that time the City has started its own fire department, contracted with a private 911 paramedic service provider, and expanded its emergency communications (dispatch) operations as well.

The boundaries of CFD 2014-01 cover the entire City and all new development projects are conditioned to be annexed into the CFD as a condition of receiving development entitlements and other project approvals. Rather than try to modify the existing CFD (requiring participant voting) to include the new added public safety operating costs, an entirely new successor CFD can be created, including aforementioned added public safety costs. Future development would then be conditioned to annex into the newly created successor CFD. It is envisioned that the boundaries of the new CFD will also match the City's boundaries.

Fiscal Impact Summary:

The FY 2024-2025 CIP Budget includes $127,000 for the Development Impact Fee Update

and Successor Public Safety Community Facilities District project. As such, the recommended actions would approve an amendment to the Professional Services Agreement with DTA Public Finance, Inc., extending the term of the agreement until December 31, 2026, with Staff recommended contingency in a not-to-exceed amount of $147,000. General Plan Update Fee funds (749506-6017) are the revenue source funding the subject PSA and said funds are restricted to efforts related to furthering the goals of the City's General Plan. Adequate General Plan Update Fee funds are available in the FY 25-26 Budget to fund the subject PSA Amendment No.1 with the Staff recommended contingency.

Attachments

1.and1.a. Amendment No. 1 to DTA PSA with Attachment A.pdf
2.Certificates of Insurance DTA.pdf

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH DTA PUBLIC FINANCE, INC.

This Amendment No. 1 ("Amendment") to Professional Services Agreement is made and entered into the 2nd day of December 2025, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and DTA Public Finance, Inc. ("Consultant"). CITY and CONSULTANT are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. RECITALS:

(i). CITY and CONSULTANT entered into a Professional Services Agreement ("Agreement") effective June 18, 2024 through which CONSULTANT has been providing consulting services to facilitate an update of both Citywide Development Impact Fees, Transit Oriented Development Impact Fees and to create a successor Public Safety Community Facilities District (CFD) for the City of Placentia, as more fully described herein.

(ii). The Parties now seek to amend the Agreement (Amendment No. 1) to authorize an extension to the Term of the agreement and to authorize an increase in the Compensation related to the agreement.

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

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

B. Amendment to Agreement.

1. Pursuant to Section 4, Paragraph 4.1 of the Agreement, the term of the Agreement is hereby amended to continue for a term ending December 31, 2026.

2. Section 2, Paragraph 2.1 of the Agreement is hereby amended to say: Consultant's total compensation shall not exceed one hundred twenty seven thousand dollars ($127,000) + twenty thousand dollars ($20,000) contingency for a total amount of one hundred forty seven thousand dollars ($147,000), which represents an originally authorized total cost of one hundred twenty seven thousand dollars ($127,000) + twenty thousand Dollars ($20,000) contingency.

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

4. The Agreement, together with Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other

modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees. The original Agreement is attached hereto as **Attachment "A"**.

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

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

CONSULTANT

By: _____
Kelly Wright
Chief Executive Officer

CITY OF PLACENTIA

By: _____
Kevin Kirwin,
Mayor

ATTEST:

_____
Robert S. McKinnell,
City Clerk

APPROVED AS TO FORM:

By:_____
Christian L. Bettenhausen
City Attorney

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
David Taussig and Associates, Inc. dba DTA

THIS AGREEMENT is made and entered into this 18th day of June, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and David Taussig and Associates, Inc. dba DTA ("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 provide professional services to facilitate an update of both Citywide Development Impact Fees, Transit Oriented Development Impact Fees and to create a successor Public Safety Community Facilities District (CFD) for the City of Placentia, as more fully described herein; and

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

C. WHEREAS, City and 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.

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 ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

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 in similar fields and circumstances in accordance with sound professional practices. 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.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work

will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with 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 warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. 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 one hundred thousand twenty-six two hundred thirty dollars ($126,230) + seven hundred seventy dollars ($770) contingency for a total amount of one hundred twenty seven thousand dollars ($127,000), unless authorized herein.

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 10% of the total contract sum. The City Administrator is authorized to approve a Change Order for such additional services. Where the original contract is $40,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than $40,000.00.

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 forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of 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 18 months, ending on December 18, 2025, 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. Insurance. The Consultant 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 "B" attached hereto and incorporated herein by this reference.

Neither the City nor any of its officers, officials, 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. 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.

5.3. Certificates of Insurance. Consultant 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 hereto as Exhibit "C" and

incorporated herein by this reference.

5.4. 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. 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:	IF TO CITY:
DTA	City of Placentia
18201 Von Karman Ave. #220	401 E. Chapman Ave.

Irvine CA 92612	Placentia, CA 92870
Andrea@financedta.com	
Tel: (800) 969-4382 x208	Tel: (714) 993-8234
Fax _____	Fax: (714)961-0283
Attn: Andrea Roess	Attn: Joseph Lambert

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 agrees to protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits or other legal proceedings brought against the City, its officers, officials, agents, employees, and volunteers arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers based upon the work performed by 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, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. 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 active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

Not withstanding the above, in light of the April 12, 2024, U.S. Supreme Court decision in *Sheetz vs. County of El Dorado,* DTA will not defend, indemnify, or hold free and harmless the

City or any of its agents from any claim arising out of, pertaining to, or incident to the U.S. Constitution's Fifth Amendment Takings Clause.

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 be and remain the sole property of City. 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.

Notwithstanding the above, computer software (including without limitation financial models, compilations of formulas, and spreadsheet models), prepared by Consultant are Instruments of Service of Consultant and shall remain the property of Consultant. Consultant shall likewise retain all common law, statutory, and other reserved rights, including the copyright thereto.

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 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 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. Consultant'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. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant 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 Consultant pursuant to this Agreement.

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.

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: 7/16/2024
Mayor

ATTEST:

_____
City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT:

David Taussig Date: July 9, 2024
Signature
David Taussig

Name and Title
Chairman/Managing Director

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney Date: 7/11/24

APPROVED AS TO INSURANCE:

Risk Manager Date: 07/16/2024

APPROVED AS TO CONTENT:

Joseph Lambert, Project Manager Date: 7/9/24

DEPARTMENTAL APPROVAL:

Joseph Lambert, Director of Development Services Date: 7/9/24

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

PROPOSAL

DEVELOPMENT IMPACT FEE UPDATE AND CREATION OF SUCCESSOR PUBLIC SAFETY COMMUNITY FACILITIES DISTRICT

April 29, 2024

Response to RFP

CITY OF PLACENTIA

SUBMITTED BY:

Andrea Roess
Managing Director

18201 Von Karman Avenue, Suite 220
Irvine, CA 92612
800-969-4DTA
Andrea@FinanceDTA.com

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Irvine, CA 92612

CITY OF PLACENTIA

DEVELOPMENT IMPACT FEE UPDATE AND CREATION OF PUBLIC SAFETY COMMUNITY FACILITIES DISTRICT

PROPOSAL SUBMISSION DEADLINE:

APRIL 29, 2024, AT 5:00 P.M.

Prepared for:
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870
Attention: Joseph Lambert, Development Services Director

Project Contact:
Andrea Roess
Managing Director, DTA
18201 Von Karman Avenue, Suite 220
Irvine, CA 92612
Phone: (800) 969-4DTA x208

dta
www.FinanceDTA.com
18201 Von Karman Avenue, Suite 220
Irvine, CA 92612

April 29, 2024

Mr. Joseph Lambert
Development Services Director
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

RE: **Request for Proposals ("RFP") for Development Impact Fee Update and Creation of Public Safety Community Facilities District**

Dear Mr. Lambert:

DTA, formerly David Taussig & Associates, is pleased to submit this proposal to the City of Placentia (the "City"). It is our understanding that the City is seeking a qualified consultant to conduct a Development Impact Fee ("DIF") update and create a successor Public Safety Community Facilities District ("CFD"). The Assembly Bill ("AB") 1600 DIF Nexus Study ("Fee Study") would recommend the appropriate fee justification methodology and fee levels to support specific types of City-selected capital facilities needed to serve new growth. The City is proposing to keep and significantly update all of the existing Citywide, Transit-Oriented Development ("TOD"), and Affordable Housing DIFs already in place, in addition to adding components/programs to the Citywide DIFs, including a Public Facilities DIF and Information Technology DIF. The City wishes to adopt a new Public Safety Services CFD to help fund its annual public safety operating costs.

Notably, DTA was recently hired by the City in January 2023 to form the Old Town Placentia CFD (CFD 2024-1), an annexable CFD comprising the Old Town area at Chapman Avenue and Alta Street. The area is made up of a diverse mix of commercial land uses, surrounded by residential neighborhoods to the west, east, and north and properties will be annexed into the CFD as new development and rehab projects occur. DTA is currently preparing the upcoming annual levy for the CFD.

As described in greater detail in the attached proposal, DTA is a public finance consulting firm with offices in Irvine, San Jose, San Francisco, and Riverside, California, as well as Dallas and Houston, Texas, Raleigh, North Carolina, and Tampa, Florida. Since its establishment in 1985, DTA has completed consulting assignments for more than 3,000 clients in 22 states. During this period, the firm has been involved in the formation of more than 2,000 public finance districts, with total bond authorizations exceeding $75 billion. Our financing programs have utilized a variety of public financing mechanisms, such as Assessment Districts ("ADs"), CFDs, Certificates of Participation ("COPs"), Tax Allocation Bonds, Sewer and Water Revenue Bonds, Marks-Roos Bond Pools, Landscaping and Lighting Districts ("LLDs"), Integrated Financing Districts, and various types of fee programs. **DTA is licensed and registered with the U.S. Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB") as a Municipal Advisor (No. 867-01160) and follows all the fiduciary requirements associated with this designation.**

With respect to DIF Nexus Studies, each of DTA's AB 1600 studies includes a cost-benefit analysis and the determination of nexus between the facilities financed and specific financing mechanism, which in this case would be the DIF(s). DTA has prepared approximately 500 fee justification studies to date for a variety of public improvements, including transportation, water, sewer and flood control facilities, fire and police stations, parks, libraries, and other types of infrastructure. **In recent years, our firm has prepared AB 1600-compliant DIF justification studies for the Cities of Anaheim, Blythe, Brawley, Calexico, Campbell, Cathedral City, Cerritos, Chino Hills, Colton, Coronado, Costa Mesa, Daly City, Desert Hot Springs, Fontana, Fowler, Hesperia, King City, Los Banos, Mammoth Lakes, Palo Alto, Pasadena, Paso Robles, Perris, Redlands, San Francisco, San**

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18201 Von Karman Avenue, Suite 220
Irvine, CA 92612

Jacinto, San Jose, San Luis Obispo, Temple City, Torrance, Tustin, Upland, Victorville, and Yucaipa, and the Counties of Fresno, San Bernardino, San Jose, San Luis Obispo, Santa Barbara, Shasta, and Yuba, among others. We also continue to keep abreast of impact fee legislation and legislative updates, including the recent U.S. Supreme Court decision in *Sheetz vs. County of El Dorado*.

In addition to the above, most recently, DTA has been rehired by the County of San Bernardino and hired by the Cities of Coronado, Daly City, Fontana, Ione, La Verne, Morro Bay, National City, Redlands, Redwood City, Rialto, San Jose, Upland, and Yucaipa to prepare comprehensive fee updates in compliance with AB 602. DTA has closely followed the evolution of AB 602 and is prepared to implement recently amended Government Code Sections 65940.1 and 66019 and the added Section 66016.5, as necessary. As the City will be adopting its new DIF ordinance after July 1, 2022, we have included a discussion of AB 602 and our experience in other states with similar impact fee requirements in the enclosed proposal.

Given our extensive experience in special district formation and administration, we believe our firm is well qualified to provide consulting services for this project. DTA's high level of experience in providing financial and administrative services related to assessments and taxes has put us in a unique position within the municipal finance industry. Having provided these services for our first special district in 1985, our assessment/special tax formulas have generated revenues to support hundreds of bond issues over the past 39 years, all of which have withstood the test of time. During this period, we have developed a number of assessment/special tax methodologies that have become the standards of our industry. Additional information on DTA is available on our website (www.FinanceDTA.com).

DTA has assembled a project team for the City with the breadth of experience required to provide consulting services in a professional and timely manner. This project would be primarily handled out of DTA's Irvine office. Andrea Roess, Managing Director, would be the Principal-in-Charge and have the City's primary account responsibility. She will be assisted by Nehal Thumar, a Vice President at DTA, and Steve Runk, P.E., Vice President of Engineering Services at DTA, in addition to other support staff. Brief resumes for each of our team members are included in Section III of this proposal. All personnel will be available full-time (100%) for the duration of the project.

This proposal shall remain valid for 180 days from the due date of the proposals. No addenda have been issued by the City in response to this solicitation.

If you have any questions regarding DTA, our team members, or the enclosed proposal, please contact Andrea Roess during the proposal evaluation period at (800) 969-4DTA x208 or by e-mail at Andrea@FinanceDTA.com. Thank you for the opportunity to work with you on this engagement.

Best Regards,

David Taussig
Chairman/Managing Director
Phone: (800) 969-4DTA
David@FinanceDTA.com

TABLE OF CONTENTS

SECTION			PAGE
I		QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES	1
	A	DIF-Specific Experience	1
	B	Special District Experience	3
	C	Administration Experience	4
	D	Analytical Capabilities	6
	E	References	7
	F	Required Statements	9
II		FIRM OVERVIEW	10
	A	Firm Profile	10
	B	Relevant Experience	13
III		PROPOSED STAFFING AND PROJECT ORGANIZATION	16
	A	DTA Team Biographies	17
IV		WORK PLAN/TECHNICAL APPROACH	21
	A	Project Management Process	21
	B	Fee Study	22
	C	Formation of a Public Safety CFD	30

APPENDICES

APPENDIX A REQUESTED CONTRACT EXCEPTIONS

I QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES

DTA, formerly David Taussig & Associates, is pleased to submit this proposal to the City of Placentia (the "City"). It is our understanding that the City is seeking a qualified consultant to conduct a DIF update and create a successor Public Safety CFD. The AB 1600-compliant Fee Study would recommend the appropriate fee justification methodology and fee levels to support specific types of City-selected capital facilities needed to serve new growth. The City is proposing to keep and significantly update all of the existing Citywide, TOD, and Affordable Housing DIFs already in place, in addition to adding components/programs to the Citywide DIFs, including a Public Facilities DIF and Information Technology DIF. The City wishes to adopt a new Public Safety Services CFD to help fund its annual public safety operating costs.

Notably, DTA was recently hired by the City in January 2023 to form the Old Town Placentia CFD (CFD 2024-1), an annexable CFD comprising the Old Town area at Chapman Avenue and Alta Street. The area is made up of a diverse mix of commercial land uses, surrounded by residential neighborhoods to the west, east, and north and properties will be annexed into the CFD as new development and rehab projects occur. DTA is currently preparing the upcoming annual levy for the CFD.

A DIF-Specific Experience

DTA has been performing public facilities fee consulting services since DIFs were enacted under AB 1600 by the California Legislature and codified under California Government Code §66000 *et seq.*, also referred to as the Mitigation Fee Act. We have prepared approximately 500 fee justification studies to date for a variety of public improvements, including transportation, water, sewer and flood control facilities, fire and police stations, parks, libraries, school facilities, and other types of infrastructure. DTA has extensive experience preparing DIF studies that have complied with Section 66000 *et seq.* of the Government Code and withstood legal scrutiny to the extent that none of our prior studies have been subject to any litigation.

Regarding the land valuation calculations that apply to Park Impact Fees and/or Quimby in-lieu fee calculations, DTA staff accesses multiple data resources and employs a variety of analytical strategies to ensure that the final recommended land valuation is one that properly smooths out the data to address the dramatic high and low figures that can be common in the Orange County real estate market. We subscribe to the CoStar real estate database that provides us with current and historical sales prices and lease rates for all local real estate transactions.

DTA recently created an internal task force comprised of 10 DTA staff members dedicated to working through and understanding the recent legislation known as AB 602 to ensure that our fee studies comply with all applicable legal requirements. We shall also have other support staff available to assist the City, as needed.

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SECTION I
QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES

Currently, DTA is working on approximately 18 DIFs across the State, all of which are of similar scope to the City's DIF but are at different stages of completion. In addition, DTA is also engaged in other projects that include fiscal/economic impact analyses, CFD/AD feasibility, formations, and bond issuance, special district administration, and other consulting engagements. These projects are also generally of similar size (in terms of hours and timeline) to the proposed engagement. All DTA projects are staffed and coordinated across various teams in our 50+ employee organization. For this engagement, our team would have adequate bandwidth and redundancy to meet the City's desired schedule.

In recent years, our firm has prepared AB 1600-compliant DIF justification studies for the municipalities listed below, among others. **Most recently, DTA has been hired by the County of San Bernardino and Cities of Coronado, Daly City, Fontana, Ione, La Verne, Morro Bay, National City, Redlands, Redwood City, Rialto, San Jose, Upland, and Yucaipa to prepare comprehensive fee updates in compliance with AB 602.** Contact information for the clients listed below shall be provided upon request.

- City of Anaheim;
- City of Blythe;
- City of Brawley;
- City of Calexico;
- City of Campbell;
- City of Cathedral City;
- City of Cerritos;
- City of Chino;
- City of Chino Hills;
- City of Colton;
- City of Costa Mesa;
- City of Cypress;
- City of Desert Hot Springs;
- City of Escalon;
- City of Firebaugh;
- City of Fontana;
- City of Fowler;
- City of Glendale;
- City of Hesperia;
- City of Ione;
- City of Kingsburg;
- City of Lakeview;
- City of Live Oak;
- City of Los Banos;
- City of Manteca;
- City of Napa;
- City of Palo Alto;
- City of Pasadena;
- City of Paso Robles;
- City of Perris;
- City of Red Bluff;
- City of Redlands;
- City of San Bernardino;
- City of San Francisco;
- City of San Jacinto;
- City of San Jose;
- City of San Luis Obispo;
- City of Santa Ana;
- City of Soledad;
- City of South San Francisco;
- City of Torrance;
- City of Tustin;
- City of Upland;
- City of Victorville;
- County of Colusa;
- County of Fresno;
- County of Kings;
- County of Pasadena;
- County of Riverside;
- County of San Bernardino;
- County of San Francisco
- County of San Luis Obispo;
- County of Santa Barbara;
- County of Santa Clara Fire Department;
- County of Shasta;
- County of South Santa Clara Fire District;
- County of Yuba;
- Town of Loomis;
- Town of Mammoth Lakes;
- Beaumont Cherry Valley Recreation and Parks District;
- Denair Community Services District;
- El Dorado Hills Fire Department;
- Jurupa Area Recreation and Park District;
- San Gorgonio Memorial Hospital;
- San Gorgonio Pass Water Agency; and
- South Yuba Transportation Improvement Authority.

B Special District Experience

Typically, municipalities seek out the services of a Special Tax Consultant/Assessment Engineer to utilize the consultant's specialized qualifications to advise and provide technical assistance to ensure numerical and technical accuracy in the assessments being charged, develop a legally defensible and equitable distribution of public improvement and/or services costs, and otherwise assist with the structuring and implementation of each special district in a manner consistent with the municipality's stated goals and policy objectives. DTA has the necessary expertise to provide these consulting services by virtue of its professional staff's many years of experience specializing in the formation and administration of special districts. Notably, the firm has been involved in the enrollment and collection of special assessments for 39 years. DTA's special district experience takes many forms, as illustrated in the discussion below.

- **Broad-Based Experience**: DTA has considerable experience with virtually every CFD/AD scenario imaginable. We have participated in districts with single and multiple property owners, improvement areas or zones, single and multiple series of bonds, escrowed bonds, fixed and variable rate and capital appreciation bonds, and residential and non-residential land uses. DTA has developed apportionment methodologies for the financing of Master Plan capital improvements, local subdivision improvements, public services, and even the undergrounding of existing overhead utilities. We have participated in the formation of land-secured districts containing fewer than 20 dwelling units and those with more than 38,000 dwelling units. Our staff has participated in numerous refundings and restructurings as well. This experience gives us the ability to analyze our clients' needs and match those needs with the financing mechanism that will maximize the capacity of the financing program while minimizing burdens on homebuyers and other property owners. Furthermore, the variety of financing structures for which we have provided these services have given us a perspective and level of skill that is unmatched. DTA's financial consulting services and work products reflect the scrutiny and refinement that can only come through such extensive experience. This proficiency can be crucial in identifying and resolving issues and helping our clients avoid the pitfalls that we have seen cause problems for other municipalities.

  DTA's assessment apportionment methodologies and special tax formulas have been utilized for the sale of hundreds of bond issues and provided the firm with considerable experience working with property owners, public agencies, underwriters, bond counsels, and financial advisors to provide benefit apportionment methods satisfactory to all parties. In the process, DTA has also worked frequently with institutional bond purchasers, all of whom are familiar with the firm and its expertise in the field of assessment engineering and special tax consulting.

- **Legal Knowledge**: Our senior professional staff is not only intimately familiar with the Mello-Roos Community Facilities Act of 1982, Municipal Improvement Act of 1911, Municipal Improvement Act of 1913, Improvement Bond Act of 1915, Landscaping and Lighting Act of 1972, Benefit Assessment Act of 1982, and Prop 218, but also has extensive real-world experience with each of their respective applications. This means that our advice and consulting services are grounded in a true understanding of each law and not merely restatements of industry practices.

DTA is committed to providing independent, objective, and unbiased work product. DTA staff regularly reviews legal opinions, regulations, and statutes that impact or modify the provisions of Prop 218 (and related case law). As such, DTA is committed to providing unbiased deliverables that reflect the most current developments in public finance and real property law.

As a result, DTA's work products are designed specifically to comply with the California Courts' latest findings. For example, several of the Maintenance Assessment Districts ("MADs") for which DTA is currently acting as Assessment Engineer on behalf of the City of Ventura will be utilized to fund park maintenance services and, as such, are being specifically structured to comply with the State Court of Appeals' decision in ***Beutz v. County of Riverside***. We have also previously acted as an Assessment Engineer in the establishment of ADs to incorporate the Court's findings in ***Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority***, ***Golden Hills Neighborhood Association v. City of San Diego***, and ***Concerned Citizens v. West Point Fire Protection District***. We are also frequently asked to provide expert witness testimony to support litigation efforts and recently provided testimony on behalf of the City of San Diego in its lawsuit against the assessment engineering firm that poorly structured and administered the Golden Hills MAD.

- **Innovation**: Having been involved with Mello-Roos consulting since its infancy, DTA has pioneered many of the industry's techniques and standards. DTA's special assessment and special tax formulas, some of which have been in use since 1985, are based on a variety of methodologies that have withstood the test of time. Our firm's objective has been to take a balanced approach and utilize innovative and state-of-the-art techniques that enable all parties to receive the maximum benefit from public financing. DTA is aware of and has contributed to the most innovative and creative concepts in special district financing. Today, DTA continues to seek innovative solutions and refine our work product to better serve and protect our clients.
- **Adaptability**: Each member of DTA's professional staff has considerable experience in computer-based financial analyses and modeling. This experience gives DTA the ability to adapt and create new models to meet any of the municipality's changing needs.
- **High-Level Support**: DTA's clients receive high levels of personal attention from senior staff, with a Principal, Senior Vice President, or Vice President always available to meet with public agency staff and other groups. Due to the loyalty of DTA's senior staff, many of whom have worked with us for 20 years or more, DTA is able to offer a level of management expertise that is unequalled throughout the field of assessment/special tax consulting.

C Administration Experience

DTA has been a State leader in the enrollment and collection of special taxes/assessments for 39 years. DTA has served as the Special Tax/Assessment Consultant for numerous cities, counties, water districts, and school districts. **For your reference, we levied over 3,010,000 Assessor parcels in over 800 districts in fiscal year 2023-24. In addition, we prepared and/or disseminated over 300 Continuing Disclosure Reports in the last 12 months.**

Our staff is extremely knowledgeable with respect to the relevant law governing the enrollment of special taxes and has helped establish the industry's practices through our participation in various trade groups, such as CASTOFF. We are also intimately familiar with County Auditor-Controller, Assessor, Treasurer-Tax Collector, and Recorder practices, which is critical for the successful administration of special districts. The fact that DTA, unlike other firms, encourages its employees to work on both the formation and the administration of ADs has provided our staff with a much more comprehensive understanding of the details involved in implementing a successful CFD/AD. DTA's district administration experience takes many forms, including the following:

- **Data Collection**: DTA will establish procedures for capturing parcel data (e.g., approved tentative maps, recorded final maps, parcel changes, County Assessor's roll, and parcel payment status). District information will be maintained in a relational database with the Assessor Parcel Number ("APN") as the key field. Changes to the district database will be recorded independently, with actual updates made programmatically to increase accuracy, preserve history, and leave an audit trail. In other words, parcel deletions and additions and building permit information will be recorded in separate files and then programmatically linked to the district database to reflect changes.
- **Fund Accountability Analysis**: DTA maintains its own fund account database that allows us to produce management-level account activity reports. This facilitates the indenture compliance review and reconciliation of disbursements, special tax and assessment receipts, and investment earnings. In our experience, trust account statements are virtually useless for management purposes. There is simply too much paper with a 5 to 10-page statement produced for each account each month. DTA rekeys the statement data into a database and can run consolidated reports for any time period that show all accounts on a single page. Inconsistencies with the indenture will be communicated to the trustee.
- **Calculation and Enrollment of Special Taxes and Assessments**: Using the data compiled in the fund accountability analysis, DTA will prepare an evaluation of year-end sources and the uses of funds. Budgeted revenues and expenditures will be compared to actuals and year-end balances will be estimated. DTA will determine the coming year's special district expenditures, calculate the assessment installments, and enroll the assessment installments with the applicable county.
- **Public Information**: DTA will serve as the point of contact for taxpayers and other interested parties. Our professionals can be reached using a toll-free "800" number and will respond to telephone inquiries directly and/or in writing, as requested.
- **Delinquency Management**: DTA will meet with City staff to review existing and/or establish delinquency management guidelines to ensure appropriate procedures are in place, in the event foreclosure action is required, and guarantee compliance with appropriate bond covenants. DTA will review property tax payment data and prepare a report that lists each delinquent parcel and the corresponding amount of delinquent special taxes. Delinquency data will be reviewed after each tax installment due date, at fiscal year-end, and prior to the initiation of foreclosure proceedings. Delinquency

Notices will be mailed to property owners and/or lenders in accordance with the established delinquency management procedures.

- **Disclosure:** DTA will prepare and file the various Disclosure Reports required in connection with each series of bonds. Disclosure Reports will include the lien and principal balance notification to the Assessor required pursuant to Revenue and Taxation Code Section 163.

D Analytical Capabilities

In addition to the qualifications discussed above, DTA has the special qualification of having developed MuniAnalytics, the most advanced cloud-based software available for assessment/special tax administration. This software allows DTA to easily automate the management of district data, including parcels and property ownership, and calculation of special tax/assessment rates. MuniAnalytics is capable of managing large, complex districts, year after year, while maintaining historical data for audit and compliance purposes. MuniAnalytics leverages a rule-based approach, allowing DTA to model each district's special tax/assessment formula in order to consistently automate the assignment of property classifications and calculation of special tax/assessment rates for individual parcels. In addition to system validations, DTA can visually verify the results using detailed summarization screens to show the allocation of tax classifications and combined totals for each class. Extensive reporting and dashboards provide even further visualization of the resulting data that can be easily shared among the team.

With MuniAnalytics, DTA can enforce governance over each phase of a district's administration life cycle. This allows DTA staff to focus on quality and consistency while leveraging technology to ensure process and data compliance. These and other advantages are discussed below.

- **Web-Based:** MuniAnalytics is web-based and accessible using a browser anytime and anywhere. Data is encrypted using 128-bit encryption and only available to users with authorization. Authorized users have access to district data and can view district information at any point in a district's administration life cycle.
- **Data Governance:** MuniAnalytics performs data consistency and validation checks for data entered into the system. This ensures the integrity and completeness of all district data. Once a district is established in MuniAnalytics, the data is automatically versioned each fiscal year. This maintains a snapshot in time for past work completed and ensures the current fiscal year is always working with the latest version of the data. Versioning the data also eliminates the need for manual data processing, which is subject to human error and transposition.
- **Process Governance:** MuniAnalytics enforces a consistent process for administering districts. This allows DTA staff to focus on quality and customer service. The system guides administrators through a process of calculations and validation steps while providing tools to inspect and verify the quality and consistency of the resulting calculations.
- **Partitioning, Data Isolation, and Integrity:** MuniAnalytics is based on a cloud computing paradigm. Data are stored on highly redundant and encrypted disk arrays. The data for each district is partitioned and versioned. This allows MuniAnalytics to store historical data going

back decades that can be searched and recalled instantly using a simple web browser. This data is also available for reporting and trend analyses.

- **Security, Authorization, and Auditing:** The district administration functions of MuniAnalytics are only accessible to authorized users. Every access attempt, whether successful or not, is audited. Once authorized, any changes to district data are also audited. In addition to the versioning capabilities of the system, it is possible to determine who changed what and when.

E References

DTA has also provided public finance consulting services for over 325 school districts, water districts, and fire protection districts throughout California. Listed below are six (6) references for DTA's recent work involving public finance consulting services for municipalities in California. We encourage you to contact our references to learn firsthand how well DTA staff meets the needs of its clients.

E.1 City of Placentia

Table 1: Reference Information

Location	City of Placentia, CA
Client Contact	Jeannette Ortega
Title	Deputy Director of Administrative Services
Address	401 E. Chapman Ave., Placentia, CA 92870
Phone Number	(714) 993-8264
E-mail Address	JOrtega@Placentia.org
Project Dates	January 2023-Present
Project Budget	$35,000
Project Team	Andrea Roess and Nehal Thumar
Project Description	Formation of Old Town Placentia CFD (CFD No. 2024-1)

E.2 City of Redlands

Table 2: Reference Information

Location	City of Redlands, CA
Client Contact	Danielle Garcia
Title	Management Service Director
Address	35 Cajon Street, Redlands, CA 92373
Phone Number	(909) 335-4791
E-mail Address	DGarcia@CityofRedlands.org
Project Dates	2001-Present
Project Budget	$49,980 (DIF Update)
Project Team	Andrea Roess, Steve Runk, and Nehal Thumar
Project Description	CFD Formation, Annual CFD Administration, DIF Study (Adopted), and DIF Study Update (In Progress)

E.3 City of Anaheim

Table 3: Reference Information

Location	City of Anaheim, CA	
Client Contact	Debbie Moreno	D'Anne Lee
Title	Finance Director	Budget Supervisor
Address	200 South Anaheim Blvd., Suite 276, Anaheim, CA 92805	
Phone Number	(714) 765-5195	(714) 765-4574
E-mail Address	DMoreno@Anaheim.net	DKLee@Anaheim.net
Project Dates	1989-Present	
Project Budget	$53,000/Fiscal Year for District Administration	
Project Team	Andrea Roess, Steve Runk, and Nehal Thumar	
Project Description	Special Tax Consultant/Assessment Engineer for an Existing MAD and for the Disneyland Resort Area and Two (2) Existing CFDs, In Addition to the Update of the City's DIF Program	

E.4 City of Oceanside

Table 4: Reference Information

Location	City of Oceanside, CA
Client Contact	Jill Moya
Title	Financial Services Director
Address	300 North Coast Highway, Oceanside, CA 92054
Phone Number	(760) 435-3887
E-mail Address	JMoya@OceansideCA.org
Project Dates	2000-Present
Project Budget	$35,000/Fiscal Year
Project Team	Andrea Roess, Nehal Thumar, and Diego De Leon
Project Description	Special Tax Consultant for Formation for All Four of the City's Active CFDs

E.5 County of Orange

Table 5: Reference Information

Location	County of Orange, CA
Client Contact	Louis McClure
Title	Administrative Manager – County Executive Office
Address	10 Civic Center Plaza, 3rd Floor, Santa Ana, CA 92701
Phone Number	(714) 834-5999
E-mail Address	Louis.McClure@OCGov.com
Project Dates	1986-Present
Project Budget	$44,250 [Formation of CFD No. 2023-1 (Rienda)]
Project Team	Andrea Roess, Nehal Thumar, and Diego De Leon
Project Description	Formation of All the County's Special Districts Since 1994; Administrator for 12 of the County's CFDs/IAs, One AD, and One Reassessment District ("RAD")

E.6 City of Cathedral City

Table 6: Reference Information

Location	City of Cathedral City, CA	
Client Contact	Kevin Biersack	Patrick Bumstead
Title	Financial Services Director	Financial Analyst II
Address	68-700 Avenida Lalo Guerrero, Cathedral City, CA 92234	
Phone Number	(760) 770-0378	(760) 202-2475
E-mail Address	KBiersack@CathedralCity.gov	PBumstead@CathedralCity.org
Project Dates	2005-Present	
Project Budget	$10,000 in CY 2023 (Formation of IAs)	
Project Team	Andrea Roess, Nehal Thumar, and Diego De Leon	
Project Description	CFD Formation, Annexations, and Annual CFD Administration	

F Required Statements

DTA has not been involved in any litigation during the last 7 years regarding DIF or CFD updates, nor in the firm's history. DTA and/or any individual who will perform the work for our firm is free of any conflict of interest. In addition, no contracts have been terminated, neither partially nor completely, by clients for convenience or default within the past 7 years, nor in the firm's history.

DTA currently has a staff of approximately 50 employees, all of whom are directly involved solely in public finance. Staff members come from backgrounds in a number of fields, including land development, public administration, civil engineering, investment banking, economic consulting, redevelopment, law, and land use planning. This diversity of experience and expertise allows DTA to meet a wide variety of challenges related to both the actual work product and client management. DTA's staff members all have considerable experience in computer-based financial analyses and modeling, which is a key component of the firm's consulting services. This fact ensures that the review and development of any computer model(s) will be in experienced hands. **DTA's turnover rate is below the industry standard of 10%.** In fact, over the last 3 years, our average staff turnover rate is 8%.

II FIRM OVERVIEW

A Firm Profile

DTA is a California public finance consulting firm with a national practice focusing on public-private partnerships and the establishment and implementation of infrastructure and public services financing programs for local municipalities in California and 21 other states. Organized as a corporation, the firm has its corporate headquarters in Irvine, as well as branch offices in Riverside, San Jose, and San Francisco, California, Dallas and Houston, Texas, Raleigh, North Carolina, and Tampa, Florida. Additional information on DTA is available on our website (www.FinanceDTA.com).

DTA, a corporation, was incorporated in the State of California on May 15, 1986, and has been providing public finance consulting services for over 38 years. Company headquarters are located at 18201 Von Karman Avenue, Suite 220, Irvine, CA 92612. The corporation has two officers, specifically David Taussig, Chairman/Managing Director, and Cecily Burke, Secretary, both of whom are authorized to bind the firm. DTA does not hold controlling or financial interests in any other organization and is not owned or controlled by another person or organization. DTA's management personnel consists of four principals identified as David Taussig, Chairman/Managing Director, Kelly Wright, Chief Executive Officer, Andrea Roess, Managing Director, and Kuda Wekwete, Managing Director.

DTA currently has a staff of approximately 50 employees, all of whom are directly involved solely in public finance. Staff members come from backgrounds in a number of fields, including land development, public administration, civil engineering, investment banking, economic consulting, redevelopment, law, and land use planning. This diversity of experience and expertise allows DTA to meet a wide variety of challenges related to both the actual work product and client management. DTA's staff members all have considerable experience in computer-based financial analyses and modeling, which is a key component of the firm's consulting services. This fact ensures that the review and development of any computer model(s) will be in experienced hands. All DTA staff members are available by phone at (800) 969-4DTA and our hours of operation are Monday through Thursday from 6:00 am to 5:30 pm and Friday from 6:00 am to 4:30 pm.

DTA is a privately-owned company and not a subsidiary of a "parent company." In addition, DTA does not hold controlling interest in any other organization and has not been associated with any mergers, acquisitions, or sales of the firm within the last 10 years, nor in its lifetime. DTA has never filed for bankruptcy in its 39 years in business. DTA does not have any organizational conflicts of interest that may affect the ability of the firm to perform the required duties. Notably, the firm is not debarred, suspended, or otherwise declared ineligible to contract with any Federal, state, or local public agency. DTA's Data Universal Number System ("DUNS") number is 197812571.

DTA has been performing public facilities fee consulting services for over 37 years, since 1987. Impact fees, in particular, were enacted under AB 1600 by the California Legislature in 1987 and codified under California Government Code §66000 *et seq.*, also called the Mitigation Fee Act (the "Act" or "AB 1600"). DTA has had extensive experience preparing fee and rate studies that

have complied with the legal code and local policies and withstood legal scrutiny to the extent that none of our prior studies have been subject to any litigation.

In addition, DTA is a registered Municipal Advisor with the SEC/MSRB (MSRB ID #K0961). According to the SEC, as of September 12, 2017 (due to a new regulatory requirement), representatives of Municipal Advisor firms must have earned the Series 50 license in order to engage in municipal advisory activities. **DTA managers at the Vice President level and above are Series 50 licensed and therefore duly authorized by the SEC/MSRB to engage in municipal advisory activities.** As a firm that focuses solely on public finance, our conflict "checks" and procedures capture the whole of our business activities. We will not have an affiliate, parent, or subsidiary company making decisions that implicate the integrity of the City or its DIF/CFD program. Relatedly, our firm has a strict policy on Political Contributions (as defined in MSRB Rule G-37) and, because of this, our marketing efforts in Orange County never conflict with our ability to provide unbiased, expert advice.

DTA is particularly known for its specialized expertise in the design and annual administration of ADs and CFDs, levies of a variety of rates and charges, and issuance of municipal bond issues. In addition, the firm's public finance group provides fiscal and economic impact and DIF consulting services. We are also experienced in grant writing for Federal and state funding and tax credit programs.

DTA's level of experience with levying fixed charges and the formation and issuance of bonds for special financing districts is unequaled as our firm is the State of California's leading Special Tax Consultant, having prepared special tax formulas on behalf of public agencies for the establishment of over 1,500 special financing districts. We take a hands on, detail-oriented approach with an emphasis on accuracy, efficiency, and reliability. Automation is a key component of our services as it aids in the elimination of errors, documentation of procedures, and development of audit trails. These capabilities are frequently combined with our infrastructure finance consulting services to develop public infrastructure and services financing strategies and plans.

Since its establishment in 1985, DTA has completed consulting assignments for more than 3,000 clients in 22 states. During this period, the firm has been involved in the formation of more than 2,000 public finance districts, with total authorized bonded indebtedness in excess of $75 billion. Our financing programs have utilized a variety of public financing mechanisms, such as ADs, CFDs, Certificates of Participation, Tax Allocation Bonds, Sewer and Water Revenue Bonds, Marks-Roos Bond Pools, Landscaping and Lighting Districts ("LLDs"), Integrated Financing Districts, and various types of fee programs. DTA has served as the Special Tax Consultant and/or Assessment Engineer for numerous cities, counties, water districts, and school districts.

DTA's consulting services include:

- **Proposition ("Prop") 218 and Assembly Bill ("AB") 1600 compliance studies;**
- **Assessment engineering and special tax consulting;**
- **Annual administration of ADs and CFDs;**
- Public infrastructure and services financing plans and strategies;
- Fiscal and economic impact analyses;
- Rate and fee studies;
- Federal and state grant and loan applications;
- Economic development and revitalization studies; and
- Public improvement construction management services.

On a national basis, DTA has planned and implemented Public Facilities Financing Plans ("PFFPs") that have ranged from the quantitative analysis of a single financing mechanism for an individual facility to the preparation of a comprehensive public financing plan covering multiple facilities and public services through a series of financing mechanisms. Our financial analyses provide public officials, landowners, and other interested parties with the level of information necessary to make fully informed decisions regarding land use, infrastructure, and public services financing issues. Furthermore, DTA staff has extensive experience working with various stakeholder groups, including public agencies, local residents and businesses, property owner associations, land developers, public finance professionals, local Chambers of Commerce, and other interested parties.

DTA's special tax and assessment formulas, some of which have been in use since 1985, are based on a variety of methodologies that have withstood the test of time and legal scrutiny. Our firm's objective has been to take a balanced approach and utilize innovative and state-of-the-art techniques that enable all parties to receive the maximum benefit from public financing. DTA is aware of and has contributed to the most innovative and creative concepts in land-secured public financing. Our knowledge and experience have enabled us to maximize the capacity of land-secured financing programs while minimizing burdens on homebuyers and other property owners.

DTA has provided public finance consulting services to virtually every major city and urban county in the State of California. Our city clients are too numerous to list individually but include the Cities of Anaheim, Fresno, Long Beach, Los Angeles, Oceanside, Sacramento, San Diego, San Francisco, and San Jose. Our county clients have included the Counties of Alameda, Butte, Contra Costa, Fresno, Imperial, Los Angeles, Madera, Marin, Orange, Placer, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, Santa Barbara, Shasta, Sutter, Stanislaus, and Yuba. DTA has also provided public finance consulting services to over 325 school districts, water districts, and fire protection districts throughout California.

B Relevant Experience

Table 7 lists a selection of public agency contracts for special district formation and administration services that DTA has been awarded in recent years. DTA served as the lead consultant for each of the efforts noted below and key personnel included the proposed project team members, along with other DTA staff. For each of these projects, additional client contact information can be provided upon request. In order to protect our clients' rights under existing agreements, budget information may only be disclosed on a client-by-client basis with approval by each such client. Please refer to **Section I** for six (6) references for DTA's recent work involving public finance consulting services for municipalities in California. We encourage you to contact our references to learn firsthand how well DTA staff meets the needs of its clients.

Table 7: List of Recent Contracts Awarded to DTA

Client	Client Contact	Phone No.	Term of Contract	Type of Service
City of San Mateo	Hossein Golestan	(650) 522-7102	2008-Present	District Formation and Administration
County of Orange	Louis McClure	(714) 834-5999	1986-Present	District Formation and Administration
County of San Bernardino	Donna Shiley	(909) 386-8830	2002-Present	District Formation and Administration
Lake Arrowhead Community Services District	John O'Brien	(909) 336-7108	2009-Present	District Formation and Administration
Borrego Water District	Jessica Clabaugh	(760) 767-5806	1995-Present	District Formation and Administration
Rancho California Water District	Jeff Armstrong	(951) 296-6900	1995-Present	District Formation and Administration
Santa Margarita Water District	Paul Pender	(949) 459-6507	1999-Present	District Formation and Administration
CSCDA	James Hamill	(925) 476-5644	2001-Present	District Formation and Administration
Elsinore Valley Municipal Water District	Margie Armstrong	(951) 674-3146 x8306	1999-Present	District Formation and Administration
Schell-Vista Fire Protection District	Jeanne Williams	(707) 287-2272	1996-Present	District Formation and Administration
Casitas Municipal Water District	Steve Wickstrum	(805) 649-2251	2015-Present	District Formation and Administration
City of Fontana	Lisa Strong	(909) 350-7671	1991-Present	District Formation
City of Los Angeles	Ha To	(213) 473-7526	1994-Present	District Formation and Administration
County of Los Angeles	John Patterson	(213) 974-7175	1998-Present	District Formation and Administration
City of South San Francisco	Richard Lee	(650) 829-6619	2015-Present	District Formation
Temescal Valley Water District	Jeff Pape	(951) 277-1414	2015-Present	District Formation and Administration
City of Fullerton	Kriste Saldaña	(714) 738-6521	1992-Present	District Formation and Administration
City of Ione	Jane Wright	(209) 274-2412	2005-Present	District Administration and Refunding/Workout
City of Rancho Cucamonga	Noah Daniels	(909) 477-2700 x2403	2002-Present	District Formation
City of Redwood City	Sylvia Bravo Peters	(650) 780-7070	2010-Present	District Administration and Refunding/Workout
City of Simi Valley	Dan Paranick	(805) 583-6701	2005-Present	District Formation and Administration
Granada Sanitary District	Delia Comito	(650) 726-7093	2009-Present	District Administration
Rancho Santa Fe Community Services District	Chuck Duffy	(760) 479-4125	2006-Present	District Administration and Refunding/Workout
Capistrano Bay Community Services District	Donald Russell	(949) 496-6576	1998-Present	District Formation and Administration
City of Malibu	Reva Feldman	(310) 456-2489 x226	1997-Present	District Formation and Administration
City of Richmond	Yader A. Bermudez	(510) 620-6530	2015-Present	District Administration
City of San Juan Bautista	Ed Tewes	(831) 623-4661	2018-Present	District Formation

Client	Client Contact	Phone No.	Term of Contract	Type of Service
City of Soledad	Donald Wilcox	(831) 223-5173	2015-Present	District Formation and Administration
County of Riverside	Brian Nestande	(951) 955-1110	2017-Present	EIFD Consultation
County of Marin	Leelee Thomas	(415) 473-6697	2015-Present	District Formation and Administration
Tejon Ranch Public Facilities Financing Authority	Allen Lyda	(661) 248-3000	2000-Present	District Formation and Administration
City of San Marcos	Isaac Etchamendy	(760) 744-1050 x3273	1988-Present	District Formation and Administration
County of Contra Costa	Marie O. Rulloda	(925) 646-2186	2000-Present	District Administration
County of Imperial	Lorraine Martinez	(442) 265-1119	1998-Present	District Formation and Administration
CSUCI Site Authority	Missy Jarnagin	(562) 951-4674	2004-Present	District Formation and Administration
Santa Barbara County	Steven Fung	(805) 568-2477	2002-Present	District Formation and Administration
City of Show Low	Justin Johnson	(928) 532-4024	2014-Present	District Administration
County of Madera	Eric Fleming	(559) 675-7703	2000-Present	EIFD Formation and Administration
City of Anaheim	Debbie Moreno and/or Rudy Emami	(714) 765-5195 (714) 765-5176	1990-Present	District Formation and Administration
City of Montclair	Mikey Fuentes	(909) 625-9497	2011-Present	District Formation and Administration
City of Buena Park	Sung Hyun	(714) 562-3713	2001-Present	District Formation and Administration
City of Cathedral City	Kevin Biersack	(760) 770-0378	2001-Present	District Formation and Administration
City of Tustin	John Buchanan	(714) 573-3107	2000-Present	District Formation
City of Oceanside	Jill Moya	(760) 435-3887	2000-Present	District Formation and Administration
North County Fire Protection District	Stephen Abbott	(760) 723-2012	2017-Present	District Formation
City of Cupertino, Public Works	Alex Wykoff	(408) 777-3255	July 2019-Present	Storm Drain Fee Administration
Lake Canyon Community Service	Stacey Johnson	(408) 834-7745	July 2019-Present	Community Services District Administration
Lions Gate Community Services District	Kurtis Shenefiel	(408) 226.3300	July 2019-Present	Community Services District Administration
San Martin County Water District	Peter Forest	(408) 683-4101	July 2019-Present	Parcel Tax Administration
Santa Clara County Library	Chuck Griffen	(408) 293-2326 x3003	July 2019-Present	CFD Administration
Silver Creek Valley Country Club	Ed Abelite	(408) 221-6259	July 2019-Present	Geologic Hazard Abatement District Administration

III PROPOSED STAFFING AND PROJECT ORGANIZATION

DTA has assigned personnel to this project who bring experience and technical expertise to each unique element of study. Our team organization is illustrated below. Project roles of our key team members are described below and followed by professional biographies. All personnel will be available full-time (100%) for the duration of the project. Please refer to the enclosed Pricing Proposal for a breakdown of the proposed hours per task per labor category.

Figure 1: Team Organization Chart

DTA has assembled a project team for the City with the breadth of experience required to provide consulting services in a professional and timely manner. **This project would be primarily handled out of the Irvine office.** Andrea Roess, Managing Director, would be the Principal-in-Charge and serve as the day-to-day contact for the City. She will be assisted by Nehal Thumar, a Vice President at DTA, and Steve Runk, P.E., Vice President of Engineering Services at DTA, in addition to other support staff.

Ms. Roess and Mr. Thumar will serve jointly as the Project Managers for the DTA team and be the City's primary points of contact throughout this engagement. They will handle the ongoing execution and completion of the entire Scope of Work and match DTA's work and deliverables with the City's needs and objectives. Ms. Roess and Mr. Thumar will also manage the work of DTA's project team, including leading data collection efforts, directing the development of our technical model, providing senior-level analysis, reviewing progress and work products with City staff and stakeholders, presenting study findings at project meetings, and finalizing study documentation. They will be assisted in these tasks by support staff.

Steve Runk, P.E., the Vice President of Engineering Services, will provide engineering expertise, prepare and/or review facilities cost estimates, and contribute to the apportionment analysis of specific facilities to be included in the fee program and for property included in the proposed CFD.

Key personnel will be available to the extent proposed, or designated by the City, for the duration of the project and no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City. In addition, DTA is not behind schedule or past the completion date for any active projects and has a long history of delivering projects on a timely basis and adhering to agreements.

DTA has an enviable reputation for producing high-quality work in a quick and efficient manner to correspond with even the most aggressive project schedule. DTA's clients also receive high levels of personal attention from senior staff, with a Principal, Senior Vice President, or Vice President always available to meet with public agency staff and other groups.

According to the SEC, as of September 12, 2017 (due to a new regulatory requirement), representatives of Municipal Advisor firms must have earned the Series 50 license in order to engage in municipal advisory activities. DTA managers at the Vice President level and above are Series 50 licensed and therefore duly authorized by the SEC/MSRB to engage in municipal advisory activities.

A DTA Team Biographies

Andrea Roess
Managing Director | Andrea@FinanceDTA.com
Project Role – Principal-in-Charge/Project Manager

Since joining DTA in 1992, Ms. Roess has participated in all aspects of the formation and implementation of special finance districts to fund infrastructure and services. She has managed the formation and annual administration of more than 300 land-secured financing districts, including several Property Assessed Clean Energy ("PACE") programs. In addition, Ms. Roess established and manages DTA's water and sewer practice and is a leader in the development of PACE programs.

Ms. Roess has utilized her computer skills to develop numerous state-of-the art computer models that evaluate cash flows related to funding infrastructure and public services. This ability has enabled her to develop sophisticated bond structuring concepts for CFDs and ADs, as well as complex fiscal impact and fee impact models. She has also prepared hundreds of Engineer's Reports for ADs and been involved in the development of escrow release formulas and bond pool financing structures. In addition, Ms. Roess has experience in the preparation of PFFPs, Water/Sewer Revenue Bond analyses, and tax increment analyses. She is also the Project Manager in charge of annual special tax administration for more than 120 financing districts throughout California, Florida, Hawaii, Missouri, and Nevada.

Notably, **Ms. Roess is very familiar with the City's CFD financing program**, as DTA was recently hired by the City in January 2023 to form the Old Town Placentia CFD (CFD 2024-1), comprising an area approximately 32 acres in size and consisting of 147 parcels made up of a diverse mix of commercial land uses, surrounded by residential neighborhoods to the west, east, and north. This CFD funds annual maintenance services. She is currently preparing the upcoming levy for the CFD.

In addition, Ms. Roess has become an influential voice in the world of CFDs and public finance through an intimate understanding of CFD subject matter that is unrivaled in the industry. Her

direct and innovative approach to solving problems has led to a variety of innovative and successful solutions for her clients. This success has not gone unnoticed in the CFD circle. For years, industry professionals have sought her guidance and insights on a wide variety of issues that they faced. She is regularly asked to participate at speaking engagements and conferences to share her experiences and knowledge related to CFD structuring and other public finance topics.

For your reference, listed below is a sampling of current clients to whom Ms. Roess provides both district formation and annual administration consulting services.

- Borrego Water District
- City of Anaheim;
- City of Blythe;
- City of Brawley;
- City of Calexico;
- City of Cathedral City;
- City of Los Angeles;
- City of Oceanside;
- County of Imperial;
- County of Imperial;
- County of Los Angeles;
- County of Orange;
- County of San Bernardino;
- County of Santa Barbara;
- Laguna Beach Unified School District;
- Riverside Unified School District;
- San Diego County Fire Protection District; and
- Upland Unified School District.

In addition, Ms. Roess has prepared numerous fee and rate studies for various public agencies, including cities, counties, and water districts. **In recent years, Ms. Roess has completed impact fee studies for numerous municipalities, including the Cities of Anaheim, Brawley, Hesperia, and Redlands, County of Riverside, Jurupa Area Recreation and Park District, and San Gorgonio Pass Water Agency.**

Ms. Roess holds an M.B.A. degree with a concentration in finance from San Francisco State University and a B.A. in psychology/public policy analysis from Pomona College.

Ms. Roess is also active in industry groups, including Women in Public Finance, CSMFO, and many others. In addition, Ms. Roess serves on the Board of Directors for the Association of Women in Water, Energy, and Environment ("AWWEE") and has participated on numerous panels and workshops related to public financing. She also holds a Series 50 license as a registered Municipal Advisor with the SEC/MSRB under rules promulgated following the Dodd-Frank Act in 2010.

Nehal Thumar
Vice President | Nehal@FinanceDTA.com
Project Role – Co-Project Manager

Since joining DTA in 2000, Mr. Thumar has been involved in all aspects of the formation and implementation of numerous Mello-Roos CFDs located throughout California. Mr. Thumar's responsibilities related to these CFDs have included the preparation of tax spread proforma analyses, Rates and Methods of Apportionment ("RMAs"), Public Reports, and overlapping debt analyses. In addition, he has managed the annual administration of over 25 CFDs in Southern California and prepared due diligence, tax projections, and Disclosure Reports related to land-secured bond issuances for numerous clients in California, Nevada, and Arizona.

Additionally, Mr. Thumar's involvement on both the CFD formation and annual administration side has provided him with a unique perspective. For instance, he has reviewed numerous CFD

formation and legal documents from the standpoint of how each CFD may impact interested stakeholders down the line through an annual administration point of view. This type of exposure to both CFD formation and annual administration has afforded Mr. Thumar the ability to identify any future pitfalls prior to the actual formation of a district.

Mr. Thumar is also very familiar with the City's CFD financing program, having assisted Ms. Roess in the formation of the Old Town Placentia CFD (CFD 2024-1) as of January 2023. In addition, he is assisting with preparing the upcoming levy for the CFD.

For your reference, listed below is a sampling of current clients to whom Mr. Thumar provides both district formation and annual administration consulting services.

- Borrego Water District
- City of Anaheim;
- City of Blythe;
- City of Brawley;
- City of Calexico;
- City of Cathedral City;
- City of Los Angeles;
- City of Oceanside;
- County of Imperial;
- County of Imperial;
- County of Los Angeles;
- County of Orange;
- County of San Bernardino;
- County of Santa Barbara;
- Laguna Beach Unified School District;
- Riverside Unified School District;
- San Diego County Fire Protection District; and
- Upland Unified School District.

Mr. Thumar has also prepared Consultant Reports and tax increment models for numerous Redevelopment Project Areas ("RPAs") located within the City of San Diego and Fiscal Impact Reports ("FIRs") for various public agency clients. In addition, Mr. Thumar has worked on the preparation of numerous fee and rate studies for various public agencies, including cities, counties, and water districts. His work during the impact fee justification and apportionment analysis process for each respective project has included the preparation of capital improvement and public facilities needs lists, fee model development, report writing, data collection, and interactions with city/county staff and key stakeholders. In recent years, Mr. Thumar has completed impact fee studies for numerous municipalities, including the Cities of Anaheim, Brawley, Hesperia, and Redlands and the Jurupa Area Recreation and Park District.

Mr. Thumar received his M.B.A. degree with a concentration in finance and Bachelor of Arts degree in economics in 2005 and 2000, respectively, from the University of Southern California. He also holds a Series 50 license as a registered Municipal Advisor with the SEC/MSRB under rules promulgated following the Dodd-Frank Act in 2010.

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SECTION III
PROPOSED STAFFING AND PROJECT ORGANIZATION

Steve Runk, P.E.
Vice President, Engineering Services | Steve@FinanceDTA.com
Project Role – Engineer (State License Number C23473 – California Registered Civil Engineer)

Mr. Runk has over 45 years of experience in the design and construction management of major civil engineering projects, including roadways, bridges, sewer and water improvements, and flood control facilities, grading for public works projects, and construction of commercial and industrial buildings. Mr. Runk's specific responsibilities have included design, quality control, specifications, estimates, construction bid packages, construction coordination and management, cost analyses and cost control, scheduling, manpower forecasting, staffing, and marketing. He has also assisted public agencies and developers in the procurement of funding from the California Department of Transportation ("Caltrans") and other Federal and state agencies.

Mr. Runk has a proven track record of meeting schedules and adhering to budgets. Since joining DTA in 2000, he has worked with local agencies to resolve community issues and negotiate scope changes with contractors to ensure the timely and satisfactory completion of construction projects. He has also acted as the Project Manager for the establishment of ADs and preparation of numerous AB 1600 DIF justification studies. Mr. Runk specializes in preparing assessment apportionment formulas and fee studies for roads, storm drains, and water and wastewater facilities. He has been involved in preparing needs lists and apportioning facilities costs for many of DTA's AB 1600 studies, including those in the Cities of Anaheim, Brawley, Coachella, Chino Hills, Hesperia, Paso Robles, San Luis Obispo, Tustin, and Victorville, as well as the County of San Bernardino and a number of water districts, including the San Gorgonio Pass Water Agency. He was also closely involved in DTA's previous work as the AB 1600 consultant for the County of Riverside.

Prior to joining DTA, Mr. Runk, as the Senior Construction Manager for Holmes & Narver, Inc., successfully completed the construction of the SR-41 Freeway in Fresno County, which was the County's first Measure "C" sales tax-funded freeway. Prior to this project, Mr. Runk successfully completed the construction of the SR-71 Freeway in Chino/Chino Hills, California. This $98 million project was the first Measure "M" sales tax-funded project for the San Bernardino Associated Governments ("SANBAG"). Mr. Runk's responsibilities on both projects included contract management, quality control, public relations, cash flow analyses, project closeout, and compliance with Federal and State funding requirements.

Previously, Mr. Runk held positions with various public and private engineering entities in which he delivered projects requiring a wide variety of engineering expertise. He holds a B.S. in engineering from the University of California at Los Angeles and an M.S. in civil engineering from California State University at Long Beach. Mr. Runk is a registered Civil Engineer in the State of California.

IV WORK PLAN/TECHNICAL APPROACH

DTA's client contact and interaction continue beyond the basic deliverables. DTA is a customer and community-centric firm committed to excellence, quality products, and an open and interactive communication environment. We employ these practices in the workplace, in cities, counties, and towns, and with the many clients that we have served for 39 years. DTA realizes that every client, like every person, is a distinct entity best understood and served in a direct and collaborative manner.

DTA serves clients in small towns, medium-sized cities, and larger municipalities. Our service philosophy is three-pronged: we strive to know our customers, understand the communities we're privileged to serve, and always provide the best care, advice, and products. At DTA, we also understand that every project is different, and every outcome is special to our team. Our values of accountability, integrity, and excellence underly all work performed.

DTA has assembled an experienced and capable team with expertise in all the requirements of the consulting services requested by the City. One goal for this project will be to complete all the tasks of the project within the agreed-upon budget and schedule. Time and time again, DTA has proven its ability to adhere to contract agreements and understand the importance of good project management.

A Project Management Process

In addition to the elements identified in the City's proposed Scope of Work, DTA would recommend incorporating the following key strategies:

- Reviewing prior studies and effectively managing data requests and data gathering/consolidation;
- Ensuring key stakeholder input is received prior to writing any reports, so work need not be duplicated;
- Leveraging technology to request and track information from various sources and stakeholders;
- Setting up standing conference calls or Teams meetings (i.e., bi-weekly), in addition to scheduled meetings with City staff in order to stay on track with tasks and deliverables and discuss critical project elements; and
- Preparing internal report drafts for City staff review and discussion on conference call(s).

Finally, as part of the completion of this Scope of Work, DTA suggests evaluation of some other key considerations, including:

- Should a "fee credit" program be established for developers who build or oversize facilities on the City's facilities needs list?
- Should a stakeholders' committee or group be established to ensure outside input prior to the preparation of the Fee Study?
- Should the automatic fee escalator be reviewed to possibly further mitigate the impacts of inflation on the fee program prior to the preparation and adoption of the next fee program by the City?

DTA utilizes the software application Vision to track project expenditures. This program is always available to DTA's employees and provides detailed project information ranging from the execution of the contract to completion of the project. To manage this contract effectively in terms of team performance, schedule compliance, and budget adherence, Ms. Roess and Mr. Thumar, DTA's Project Managers, will utilize these tools:

- Bi-weekly assignment checklists throughout the life of the contract to ensure each task remains on schedule by utilizing proper staffing assignments.
- Consistent communication with City staff via e-mail, telephone, and in-person meetings, as needed.
- Weekly budget review to ensure no budget overruns occur. DTA's customized accounting system will enable us to track the expenditures to date each week and ensure budget compliance.
- Regular meetings with City staff to discuss progress and any issues and receive guidance.

At DTA, all our multidisciplinary team members come from diverse backgrounds, and we put people first. We pride ourselves on developing strong relationships with our clients and working closely with them to understand the big picture and goals they want to achieve as a result of our engagement, as well as how DTA's work may impact other initiatives both now and in the future. At DTA, we understand that public finance isn't only about raising funds to pay for infrastructure or services. Public finance is about ensuring that communities can thrive by assessing what the best solution is for the community as a whole and what will help the community reach and sustain growth goals.

DTA brings an unbiased perspective combined with real-world experience in working with municipalities, which gives us the ability to understand and communicate with all stakeholders throughout the process. Regarding our engagement approach, we will work closely with City leadership to engage with property owners, business owners, and community leaders to understand any issues or pressure points, as well as what is envisioned for the future.

Finally, DTA will provide independent, objective, and impartial work product. DTA staff regularly reviews legal opinions, regulations, and statutes that impact or modify public finance-related case law. DTA is committed to providing deliverables that reflect the most current developments in public finance and real property law.

B Fee Study

B.1 Project Approach

With respect to the Fee Study, DTA would provide all-inclusive professional and technical support to the City in developing a conceptual project scope, in addition to reviewing any existing City DIF studies, the City's General Plan, Specific Plans, Municipal Code, and the Capital Improvement Program ("CIP"). DTA's comprehensive review of required impact fee and capacity fee levels shall be documented in a formal Nexus Study prepared under California Government Code 66000 *et seq.* Having previously been subject to legal and developer scrutiny, DTA has developed a streamlined approach and methodology that establishes a rational and substantial nexus between new development and the need for public facilities.

DTA's Final Report shall not address whether any current or proposed DIFs are valid under the U.S. Constitution's Fifth Amendment Takings Clause. On April 12, 2024, in *Sheetz v. County of El Dorado* (2024), the U.S. Supreme Court held that its decisions in *Nollan v. California Coastal Comm'n* (1987) 483 U.S. 825 and *Dolan v. City of Tigard* (1994) 512 U.S. 374 apply to legislatively imposed conditions on land-use permits. That said, the Supreme Court left it to the California appellate court on remand to address the validity of the traffic impact fee at issue in the case and determine how to apply Nollan/Dolan in this context. DTA cannot predict how courts will resolve such issues in the future and is providing no services or guarantees of any kind concerning the validity of any impact fees under the U.S. Constitution's Fifth Amendment Takings Clause.

State Legislation: With the approval by the State Legislature of **AB 602**, the City must be in compliance with nexus requirements that apply to any DIF studies approved by the City Council after January 1, 2022. Starting on that date, if the City decides to adopt infrastructure standards that are above its existing levels of service, the DIF analysis must include an explanation of why the new level of service is necessary. Furthermore, the City's approved impact fees must either be levied on residential development on a per square foot basis or the Fee Study must include specific findings explaining why square footage is not an appropriate metric to calculate the fees. **DTA is familiar with this residential square foot metric based on work we have performed on fee studies in California and other impact fee studies outside of California, including fee studies in Arizona and other states where new higher levels of service must be justified.**

General Approach to Development Impact Reviews and Nexus Studies: In determining a reasonable nexus for each specific type of public facility, DTA will utilize one or more of the methodologies discussed below depending upon the data and other information available from the City and its current infrastructure policies. All of these fee methodologies employ the concept of an Equivalent Dwelling Unit ("EDU") to allocate benefit among various land use classes. EDUs are a means of quantifying different land uses in terms of their equivalence to a residential dwelling unit, where equivalence is measured in terms of potential infrastructure use or benefit from each type of public facility. For many types of facilities, EDUs are calculated based on the number of residents or employees generated by each land use class. For other facilities, different measures, such as the number of service calls, quantity of trip miles, or amount of storm water run-off, more accurately represent the benefit provided to each land use class. Transportation facilities typically demand EDU calculations predicated on a per unit or per trip basis, or according to Vehicle Miles Traveled ("VMT") criteria.

The three types of fee methodologies used by DTA to establish EDUs for a public facility within a typical AB 1600 study are based on either an existing Infrastructure Plan, a predetermined capacity amount, or a generic standard.

Plan-Based Fees: The first method of apportioning fees is based on a "plan," such as a Master Plan of Facilities, that identifies a finite set of improvements. These Facilities Plans generally identify a specific set of facilities needed by the public agency and are developed according to assessments of facilities needs prepared by staff and/or outside consultants and adopted by the public agency's legislative body. With this plan-based approach, specific costs can be projected and assigned to all land uses planned in the future, often with a specific time period in mind that reflects new

development projections. In preparing an impact fee analysis, facilities costs can be allocated in proportion to the amount of demand caused by each type of future development. It works well when it is difficult to measure the actual service needed by a land use type or where capacity cannot be directly related to demand. Roads and flood control improvements are examples where plan-based fees are often used. These fees are typically per unit assessments. This type of plan-based approach is generally preferable to the two other approaches to cost allocation listed below, but it does require the existence of a Facilities Plan, which is not always available.

Capacity-Based Fees: A second method of fee assessment is based on the "capacity" of a service or system, such as a water tank or a sewer plant. This kind of fee is not dependent on a particular Land Use Plan (i.e., amount or intensity), but rather it is based on a rate or cost per unit of capacity that can be applied to any type of development as long as the system has adequate capacity. This type of fee is useful when the costs of the facility or system are unknown at the outset, but it requires that the amount of capacity used by a particular land use type be measurable or estimable. Capacity-based impact fees are assessed based on the demand rate per unit. This type of fee would most typically be assessed for water or wastewater systems.

Standard-Based Fees: A third method of assessing fees is based on "standards" where costs are based on units of demand. This method establishes a generic unit cost for capacity, which is then applied to each land use per unit of demand. Parks are an excellent example of this type of fee structure. California's Quimby Act allows cities and counties to establish a service standard, typically 3.0 to 5.0 acres of parkland per thousand residents, that may be required of all new residential development. Thus, this standard is not based on cost but rather on a standard of service. This methodology provides several advantages, including not needing to know the cost of a specific facility, identifying how much capacity or service is provided by the current system, or having to commit to a specific size of facility.

In preparing its analysis, DTA will apply one or more of these three methodologies to each facility type to generate applicable fee levels. However, the results of our quantitative analyses will be tempered by real-world factors to be at least considered by the City prior to the adoption of revised fee levels.

B.2 Proposed Scope of Work

Work products stemming from the work plan described in this section will include a memorandum ("memo") summarizing the fee methodology options and the Draft and Final Reports.

Task 1 – Development of Project Strategy and Kickoff Meeting

DTA staff shall meet with City staff in a virtual project kickoff meeting to finalize the details of the engagement, deliverables, timetables, and tasks, discuss the fee methodologies and best practices, identify needed information (i.e., reports, project/needs lists, stakeholder groups, data, etc.), prepare the final project schedule, discuss the public process, and resolve other concerns, as appropriate.

Task 2 – Develop Population and Dwelling Unit Projections

DTA will compile and document existing and future population and development estimates for the City. The projections resulting from this task will ultimately calculate fee levels. This task comprises four subtasks.

2A **Population Projections**: DTA will gather existing information on present and future population for the City from various sources, including City staff, the General Plan, existing Master Plans, Specific Plans, Municipal Code and other relevant City documents, the U.S. Census, the Orange County Transportation Authority ("OCTA"), the State Department of Finance, and from other data sources, including the City's CIP.

2B **Conduct Entitlement Research and Projections**: DTA will coordinate with the City Planning Division to determine existing and future residential and non-residential development within the City over the planning horizon. To complete this subtask, DTA will review the General Plan/CIP and related plans to determine expected development land use patterns in the City, assess City records to identify existing entitlements for dwelling units and commercial/industrial development, and project the number of new dwelling units and commercial/industrial development based on existing entitlements and population projections for the next 20 years, or such other target year as selected by City staff.

2C **Review Current City Fee Structure**: DTA shall review and summarize the City's current development fee structures, City policies and procedures, and other regulatory requirements affecting potential fee structures and revenue program requirements.

2D **Review Prior City Fee Justification Studies**: DTA shall review the approach and methodology utilized in prior City fee justification studies so they can be evaluated in light of the City's current needs.

Task 3 – Review Facility/Capital Needs and Levels of Service

This task entails DTA's review of the facilities and capital needs required to serve new development in the City as projected in Task 2. DTA will use existing City materials as base documents and focus our effort on updating this information.

For any fee program to be comprehensive in its scope, it is necessary to complete a thorough identification and review of all the facilities that will be impacted by additional growth, including those already discussed in the General Plan or CIP. This task will require close coordination with all appropriate City departments. DTA will consider updates to the City's current impact fees related to Fire Facilities, Police Facilities, Animal Shelter Facilities, TOD Sewer Facilities, and Affordable Housing, in addition to adding components/programs to the Citywide DIFs, including a Public Facilities DIF and Information Technology DIF.

3A **Survey/Interview City Staff**: DTA shall survey/interview City staff to review projected facilities in the City, along with major equipment needs, the timing at which improvements will be needed, and any physical data that would assist in developing the costs estimated below in Subtask 3C. Based upon the results of the surveys and interviews, DTA will verify and, if appropriate, expand the list of new facilities found in the General Plan/CIP to be included within the fee program for the City.

3B **Facilities List**: Based on the information collected in Subtask 3A, DTA shall prepare a needs list that details the new facilities and equipment to serve new development in the City.

3C **Review Cost Estimates**: DTA's engineering and technical staff will, as necessary, consult with City department heads and/or engineering staff or equivalent to ascertain and understand in-house cost data for existing and projected facilities and equipment, apply inflation and cost-of-living escalators to the list of projected public facilities to determine future costs, review and/or refine existing cost data, examine major sources of revenue to fund the construction of new public facilities, and provide a proportional estimate between projected costs for new facilities and estimated revenue from mitigation fees and other sources.

3D **Infrastructure or Facilities Improvement Plan**: DTA will prepare an Infrastructure or Facilities Improvement Plan that reflects the costs of infrastructure, improvements, real property, financing, other capital and associated appurtenances, equipment, vehicles, furnishings, and other eligible items that are associated with meeting future needs necessary for public facilities as allowed per State statutes.

Deliverables: Infrastructure or Facilities Improvement Plan; Needs Assessment Report

Task 4 – Develop Methodology for Calculating New Fee Amounts (Weeks 10-18)

DTA's Fee Study methodology must meet the nexus or benefit requirements of AB 1600, which requires that there be a nexus between the fees imposed, use of the fees, and development projects on which the fees are imposed. Furthermore, there must be a relationship between the amount of the fee and cost of the improvements. In order to impose a fee as a condition for a development project, the methodology must accomplish the following:

- Identify the purpose of the fee;
- Determine the use to which the fee is to be put; if the use is financing public facilities, the facilities must be identified;
- Ascertain if there is a reasonable relationship between the fee's use and type of development project on which the fee is imposed; and
- Identify if there is a reasonable relationship between the need for the public facility and type of development project on which the fee is being imposed.

Implicit in these requirements is a stipulation that a public agency cannot impose a fee to cure existing deficiencies in public facilities or improve public facilities beyond what is required based on the specific impacts of new development. The benefit methodology established in this task will be documented in the Final Report.

DTA shall prepare a memo to be submitted to City staff summarizing available methodologies, as well as their respective pros and cons, and providing detailed examples of other cities', counties', or agencies' impact fee programs. Methodologies to review will include programs based on auto vehicle trips or VMT, all mode trips (e.g., auto, transit, bike, and walk), square footages, or household units, etc. The memo will also discuss, as applicable, context-sensitive adjustments and "credits" for capital improvements required as part of a project application. DTA will recommend a Fee Expenditure Plan to ensure that projects can be fully funded and implemented within any required time limits for expenditures of such funds, as well as possible

flexibility to allow collected fees to be used to provide the City with a match for grant applications. Finally, the memo will include recommendations for methodology and next steps. Upon review and discussion by City staff, a methodology will be selected.

Deliverable: Memo Summarizing the Fee Methodology Options

Task 5 – Determine Fee Levels

This task entails calculating the fee amounts based upon the dwelling unit and commercial/industrial development projections completed in Task 2, facilities needs and costs determined in Task 3, and methodology selected in Task 4. Should the City decide to adopt its fees in a manner consistent with recently approved AB 602, the fee amounts would be calculated on a per square foot basis for residential development.

5A **Calculate Recommended Fee Amounts:** DTA shall calculate fees for the City by inputting the data compiled under the preceding tasks and computing each fee to be levied. This work will be done in a spreadsheet format that can be updated annually. DTA will also evaluate this data in comparison to surrounding cities so as to arrive at comparable and acceptable fee levels.

5B **Document Fee Derivation:** DTA shall document the methodology utilized for the fee calculation model in such a manner that can be easily understood by the City, the public, and various stakeholders. DTA shall prepare written statements documenting the validity of the methodology for deriving each of the fees for the City. These statements will be made to meet the requirements of AB 1600 and documented in the Final Report discussed below.

5C **Legal Review:** DTA shall coordinate with City staff and City legal regarding their review of the calculation of the fees, the justification of the needs list, and other items as required under the recent Supreme Court case mentioned earlier. DTA expects that City legal will review all aspects of the fee calculation methodology and provide the necessary feedback so that such fees are in compliance with the latest legal codes and court cases.

Task 6 – Prepare Draft and Final Reports

This task entails the preparation of the Draft and Final Reports for consideration by the City Council and City staff. Based on the work completed in Tasks 1-5, DTA will prepare the Draft Report for review and consideration by City staff. The Draft Report will be prepared under the standards of AB 1600 and is expected to include an executive summary, population projections, the facilities and improvements list, areas of benefit (if applicable), fee calculations, recommended fee levels, and the suggested process for keeping fees current. After the incorporation of City staff comments and concerns on the Draft Report, DTA will prepare the Final Report for presentation to the City Council and City staff.

Deliverables: Draft and Final Reports

Task 7 – Outline Tasks Required for the Implementation and Administration of the Fee Program

DTA will prepare a list of tasks required of the City once it has adopted its new fee program. These tasks include the determination of actual fee levels if the City decides not to impose the maximum fee levels allowed under the Fee Study, the implementation of the fee credit program, and other issues the City may face when implementing the fee program. In addition, DTA shall prepare a Draft Ordinance to adopt the fee program, subject to review and approval by the City's legal counsel.

Task 8 – Attend Additional Meetings and Public Outreach

This task entails attendance at a total of two (2) in-person meetings with City staff, focus groups, stakeholders, or the City Council to present information regarding the status of the impact fee program, Draft Fee Study, and Final Report to obtain input, in addition to a virtual kickoff meeting with City staff. DTA can attend additional meetings on a time and materials basis at additional cost, as requested by the City. During these meetings, we will take into account community and stakeholder input. For this purpose, DTA will develop handouts for these meetings that summarize the findings and analysis from the Public Review Draft. We shall also schedule standing conference calls or virtual meetings (i.e., bi-weekly) with City staff, including the kickoff meeting, to stay on track with tasks and deliverables.

B.3 Proposed Work Schedule

DTA's typical schedule of tasks for a DIF program/AB 1600 Nexus Study is outlined below. Given the City's desired project timeline, this timeline of events can and will be completed within the proposed time frame according to the City's specifications. **Notably, the firm shall provide ongoing communication, education, and outreach throughout the duration of the project. DTA will be able to begin work with minimum notice.**

Table 8: Proposed Schedule

Task	Description	Weeks 1 to 4	Weeks 5 to 8	Weeks 9 to 12	Weeks 13 to 16	Weeks 17 to 20	Weeks 21 to 22
1	Development of Project Strategy and Kickoff Meeting						
2	Develop Population and Demographic Projections						
3	Review Facility/Capital Needs and Levels of Service						
4	Develop Methodology for Calculating New Fee Amounts						
5	Determine Fee Levels						
6	Prepare Draft and Final Impact Fee Methodology Reports						
7	Outline Tasks Required for the Implementation and Administration of the Fee Program						
8	Attend Two (2) In-Person Meetings, Plus Regular Virtual Meetings for Bi-Weekly Updates						
Ongoing	Communication, Education, and Outreach of Project						

B.4 Information to be Provided by the City

DTA requests that the following information be provided by the City at no charge and in a timely manner such that the project does not extend beyond six (6) months from the date of authorization to proceed:

- The City's General Plan, any Specific/Master Plans, Development Agreements, and data regarding existing entitlements;
- To the extent available, detailed description of the proposed public facilities, including the facility name and number of square feet, acres, etc. (as applicable for each type of facility);
- Inventory of completed facilities within the City, including type, size, and location of facility;
- Cost estimates for proposed facilities (DTA anticipates that the City's cost data and estimates will be reviewed by DTA staff and discussed with City staff); and
- Identification of any committed revenue sources pledged to fund proposed facilities.

C Formation of a Public Safety CFD

C.1 Approach

The central focus of DTA's responsibilities associated with its CFD formation Scope of Work would be to assist the City in structuring the financing program and negotiating the terms of the CFD, as well as preparing an RMA to establish a tax formula for the CFD. In developing the RMA, much of DTA's work would involve imparting information to City staff regarding the allocations of special taxes and preparing detailed quantitative analyses prior to the actual preparation of the RMA for the CFD. DTA's objectives related to these issues shall be as follows:

- The special tax formula is structured so it follows the City's approved CFD policies; and
- If appropriate, multiple public financing mechanisms (e.g., impact fee revenues) are evaluated in cash flow analyses to complement CFD financing and maximize the feasibility of the project.

DTA has pioneered many innovations now utilized in CFD formations throughout the State. The City's Special Tax Consultant should be able to evaluate the long-term impact that changes in land use, product mix, and absorption have on special tax rates, future debt service coverage, and parity bond issues. DTA's proformas have been honed from years of experience modeling cash flows for new districts. Issuers should not make the mistake of refunding or issuing bonds without a proforma offering these features:

- "What if" analyses to evaluate changing development scenarios;
- Special tax rate projections;
- Revenue forecasting;
- Debt service coverage calculations;
- Parity bond analyses; and
- Bond refunding feasibility.

DTA prepares a series of such proformas on all of its CFD financings, enabling both issuers and property owners to make informed decisions regarding district formations and bond sales.

In managing CFDs, DTA recognizes that every jurisdiction and financing program is different and that it is important for a Special Tax Consultant to consider a multitude of factors intended to protect a public agency from the vagaries of the economy, future development patterns, the bond market, and any contingencies that may occur. **DTA's unmatched experience in the formation and implementation of hundreds of successful CFDs over the past 39 years has enabled our firm to anticipate problems before they occur, thereby ensuring that our tax formulas can adapt to virtually any future situation.**

C.2 Proposed Scope of Work

DTA shall undertake the Scope of Work detailed below to provide the special tax consulting services requested in the RFP to meet the City's objectives for this engagement.

Task 1 – CFD Boundaries (Database Setup)

DTA will work with the City to prepare a map of the area within the City to be included in the initial CFD. If necessary, the map will identify the zones to be established within the CFD based on input from City staff and proximity to locations of proposed Services. DTA will organize a database of all assessable parcels within each zone based on sources such as the Orange County ("County") Assessor's Office and service maps provided by the County.

Task 2 – Registrar of Voter's Certification

DTA shall request from the County Registrar of Voters confirmation of registered voters' status residing in the boundaries of the CFD prior to the adoption of the Resolution of Formation (Government Code Section §53322).

Task 3 – Services Cost Apportionment Methodology

DTA will develop alternative methodologies for apportioning Services costs by land use (e.g., single-family attached residential, multi-family attached residential, retail, and non-retail commercial/industrial). Typically, cost apportionment methodologies are EDU-based to reflect benefit. Therefore, development of the methodology alternatives is anticipated to involve the determination of dwelling unit equivalencies for each land use type.

Task 4 – Preliminary Special Tax Rates

Based upon the selected cost apportionment methodology, DTA will compute special tax rates by land use type in an amount sufficient to cover projected Services costs, administrative expenses, and reserves.

Task 5 – CFD Proforma

DTA shall prepare a tax spread or cash flow analysis to assist in structuring the levy and collection of the special tax to provide funds when costs are incurred. DTA will recommend alternative techniques to apportion special taxes or time the collection of such taxes to protect the City's General Fund. DTA will prepare up to ten (10) tax spread analyses utilizing various development scenarios and cost assumptions.

Deliverable: Analysis of Up to Ten (10) Tax Spread Analyses

Task 6 – Tax Apportionment Formula

DTA will prepare the special tax apportionment methodology, subject to City constraints and financing objectives, and City policy guidelines. This task includes the preparation of the RMA. We will prepare revisions to the initial RMA until all parties are satisfied.

Deliverables: Special Tax Apportionment Methodology; RMA

Task 7 – Preparation of Boundary Map

DTA shall prepare the initial CFD boundary map pursuant to the Mello-Roos Act and County Recorder's Office and record the map at the County Recorder's Office.

Deliverable: CFD Boundary Map

Task 8 – Document Review and Preparation

DTA will prepare the CFD Public Report and assist CFD Formation Counsel with preparing all required documents, including the Resolution of Intention, Resolution of Formation, and related items. We shall also provide necessary data and advice to CFD Formation Counsel regarding implementing the CFD.

Deliverable: CFD Public Report

Task 9 – Notice of Special Tax Lien

DTA shall provide a list of Assessor's parcels to be attached to the Notice of Special Tax Lien and coordinate its recordation with the County under the Streets and Highway Code §3114.5.

Task 10 – Meetings and Workshops

DTA staff shall participate in unlimited conference calls with City staff to stay on track with tasks and deliverables. Attendance shall be limited to two (2) in-person meetings within this Scope of Work.

C.3 Proposed Work Schedule

Our proposed schedule for the formation of a Public Safety CFD is outlined in Table 9. Given the City's desired project timeline, this timeline of events can and will be completed within the proposed time frame according to the City's specifications. The tasks listed in Tables 8-9 may run concurrently.

Table 9: Proposed Schedule for Initial CFD Formation

Task	Task Description	Weeks 1 to 4	Weeks 5 to 8	Weeks 9 to 12	Weeks 13 to 16	Weeks 17 to 20	Weeks 21 to 24
1	CFD Boundaries (Database Setup)						
2	Registrar of Voter's Certification						
3	Services Cost Apportionment Methodology						
4	Preliminary Special Tax Rates						
5	CFD Proforma						
6	Tax Apportionment Formula						
7	Preparation of Boundary Map						
8	Document Review and Preparation						
9	Notice of Special Tax Lien						
10	Meetings and Workshops						

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APPENDIX A
REQUESTED CONTRACT EXCEPTIONS

REQUESTED CONTRACT EXCEPTIONS

DTA accepts the terms, conditions, and general form of the City's Sample Professional Services Agreement, including the insurance requirements, except for the revisions noted below.[1]

- Section 6.8, "**Indemnification and Hold Harmless**"

  "Consultant agrees to protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits or other legal proceedings brought against the City, its officers, officials, agents, employees, and volunteers ~~arising out of or in any way connected with~~ resulting from the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, ~~whether active or passive,~~ on the part of the Consultant, its employees and/or subcontractors. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers based upon the work performed by 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, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors~~. 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 active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

  Notwithstanding the above, in light of the April 12, 2024, U.S. Supreme Court decision in *Sheetz vs. County of El Dorado*, DTA will not defend, indemnify, or hold free and harmless the City or any of its agents from any claim arising out of, pertaining to, or incident to the U.S. Constitution's Fifth Amendment Takings Clause."

  Our proposed language would require that DTA covers any claims related to our negligence, rather than having us be liable for any and all claims wherein we did not make a mistake.

- Addition of the following phrase to the end of Section 6.12, "**Ownership of Documents**": "Notwithstanding the above, computer software (including without limitation financial models, compilations of formulas and spreadsheet models), prepared by Consultant are Instruments of Service of Consultant and shall remain the property of Consultant. Consultant shall likewise retain all common law, statutory and other reserved rights, including the copyright thereto."

  This supplemental language has been requested to provide us with adequate trade secret protection. We have developed our computer models over the past 39 years and the formulas inherent in the models are proprietary. However, the ultimate work product itself belongs to the City.

[1] Text with a strikethrough indicates language we are requesting be removed and the text in red indicates language we'd like added in its place.

- Exhibit B, "**Insurance Requirements**": Exhibit B notes that the City requires a combined single limit of $2,000,000 per accident in Automobile Liability Insurance, in addition to $2,000,000 per occurrence and $3,000,000 in general aggregate in Professional Liability Insurance. While we only carry $1,000,000 per accident in Automobile Liability Insurance and $2,000,000 per claim in Professional Liability Insurance, we also carry an Umbrella Liability Policy with a limit of $5 million per occurrence that provides additional liability coverage above our existing Commercial General Liability, Automobile Liability, and Professional Liability Policies.

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Fees for services shall be charged on an hourly basis according to the rates set forth in the fee schedule below, with invoices being submitted to the City monthly. The estimated fees for services for the Fee Study and Public Safety CFD formation, including out-of-pocket expenses, are detailed below in Tables 1-2. **Notably, the figures listed in Tables 1-2 for each task are just estimates and the charges assigned to any one task may be transferred to another task, as long as the overall invoices submitted by DTA do not exceed $99,445 for the Fee Study and $26,785 for the Public Safety CFD formation, including out-of-pocket expenses.** Fees for services shall be charged according to the professional services fee schedule identified in Table 3.

Table 1: Proposed Budget for the Fee Study

Description	Title	Hourly Rate	Est. Hours	Total Cost
Task #1: Development of Project Strategy and Virtual Kickoff Meeting	President/MD	$290	6	$1,740
	Vice President	$250	8	$2,000
	Manager	$180	8	$1,440
	Associate II	$165	0	$0
		Task 1	**22**	**$5,180**
Task #2: Develop Population and Demographic Projections	President/MD	$290	10	$2,900
	Vice President	$250	16	$4,000
	Manager	$180	10	$1,800
	Associate II	$165	4	$660
		Task 2	**40**	**$9,360**
Task #3: Review Facility/Capital Needs and Levels of Service	President/MD	$290	8	$2,320
	Vice President	$250	8	$2,000
	Manager	$180	20	$3,600
	Associate II	$165	8	$1,320
		Task 3	**44**	**$9,240**
Task #4: Develop Methodology for Calculating New Fee Amounts	President/MD	$290	15	$4,350
	Vice President	$250	18	$4,500
	Manager	$180	15	$2,700
	Associate II	$165	10	$1,650
		Task 4	**58**	**$13,200**
Task #5: Determine Fee Levels and Document Comparative Fees	President/MD	$290	8	$2,320
	Vice President	$250	12	$3,000
	Manager	$180	12	$2,160
	Associate II	$165	5	$825
		Task 5	**37**	**$8,305**
Task #6: Prepare Draft and Final Impact Fee Methodology Reports	President/MD	$290	25	$7,250
	Vice President	$250	40	$10,000
	Manager	$180	40	$7,200
	Associate II	$165	10	$1,650
		Task 6	**115**	**$26,100**

Description	Title	Hourly Rate	Est. Hours	Total Cost
Task #7: Outline Tasks Required for the Implementation and Administration of the Fee Program	President/MD	$290	8	$2,320
	Vice President	$250	0	$0
	Manager	$180	11	$1,980
	Associate II	$165	8	$1,320
		Task 7	**27**	**$5,620**
Task #8: Attend Two (2) In-Person Meeting, Plus Regular Virtual Meetings for Bi-Weekly Updates	President/MD	$290	30	$8,700
	Vice President	$250	30	$7,500
	Manager	$180	18	$3,240
	Associate II	$165	0	$0
		Task 8	**78**	**$19,440**
Total Not to Exceed	President/MD	$290	110	$31,900
	Vice President	$250	132	$33,000
	Manager	$180	134	$24,120
	Associate II	$165	45	$7,425
		Subtotal	**421**	**$96,445**
			Out-of-Pocket Expenses (Maximum)	$3,000
			Total Not to Exceed	**$99,445**

Table 2: Proposed Budget for the Public Safety CFD Formation

Description	Title	Hourly Rate	Est. Hours	Total Cost
Task #1: Database Setup	President/MD	$290	1	$290
	Vice President	$250	1	$250
	Manager	$180	4	$720
	Associate II	$165	3	$495
		Task 1	**9**	**$1,755**
Task #2: Registrar of Voter's Certification	President/MD	$290	0	$0
	Vice President	$250	2	$500
	Manager	$180	0	$0
	Associate II	$165	0	$0
		Task 2	**2**	**$500**
Task #3: Services Cost Apportionment Methodology	President/MD	$290	4	$1,160
	Vice President	$250	5	$1,250
	Manager	$180	1	$180
	Associate II	$165	0	$0
		Task 3	**10**	**$2,590**
Task #4: Preliminary Special Tax Rates	President/MD	$290	2	$580
	Vice President	$250	4	$1,000
	Manager	$180	2	$360
	Associate II	$165	0	$0
		Task 4	**8**	**$1,940**

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Description	Title	Hourly Rate	Est. Hours	Total Cost
Task #5: CFD Proforma	President/MD	$290	4	$1,160
	Vice President	$250	10	$2,500
	Manager	$180	3	$540
	Associate II	$165	0	$0
		Task 5	**17**	**$4,200**
Task #6: Tax Apportionment Formula	President/MD	$290	3	$870
	Vice President	$250	6	$1,500
	Manager	$180	2	$360
	Associate II	$165	0	$0
		Task 6	**11**	**$2,730**
Task #7: Preparation of Boundary Map	President/MD	$290	2	$580
	Vice President	$250	8	$2,000
	Manager	$180	0	$0
	Associate II	$165	0	$0
		Task 7	**10**	**$2,580**
Task #8: Document Review and Preparation	President/MD	$290	5	$1,450
	Vice President	$250	15	$3,750
	Manager	$180	1	$180
	Associate II	$165	0	$0
		Task 8	**21**	**$5,380**
Task #9: Notice of Special Tax Lien	President/MD	$290	1	$290
	Vice President	$250	1	$250
	Manager	$180	0	$0
	Associate II	$165	0	$0
		Task 9	**2**	**$540**
Task #10: Meetings and Workshops	President/MD	$290	8	$2,320
	Vice President	$250	5	$1,250
	Manager	$180	0	$0
	Associate II	$165	0	$0
		Task 10	**13**	**$3,570**
Total Not to Exceed	President/MD	$290	30	$8,700
	Vice President	$250	57	$14,250
	Manager	$180	13	$2,340
	Associate II	$165	3	$495
		Subtotal	**103**	**$25,785**
			Out-of-Pocket Expenses (Maximum)	**$1,000**
			Total Not to Exceed	**$26,785**

For your reference, DTA's hourly rate schedule are provided in the table below.

Table 3: DTA's Fee Schedule

Labor Category	Labor Rate
President/Managing Director	$290/Hour
Senior Vice President	$275/Hour
Vice President	$250/Hour
Senior Manager	$210/Hour
Manager	$190/Hour
Senior Associate	$180/Hour
Associate III	$175/Hour
Associate II	$165/Hour
Associate I	$150/Hour
Research Associate II	$140/Hour
Research Associate I	$125/Hour

Additional in-person meetings [more than the four (4) in-person meetings specified in the Scope of Work, including two (2) in-person meetings per phase of the Scope of Work] shall be billed on a time and materials basis. DTA staff shall also schedule standing conference calls or virtual meetings (i.e., weekly or bi-weekly) with City staff, including the kickoff meeting, to stay on track with tasks and deliverables.

Out-of-pocket and administrative expenses shall be equal to 3% of DTA's billings for labor, plus travel expenses and any outside vendor payments, not to exceed $4,000. All hourly rates for services apply through June 30, 2025, and are subject to a cost-of-living increase. On or about the first two weeks of each month during which consulting services are rendered hereunder, DTA shall present to the City an invoice covering the current consulting services performed and reimbursable expenses incurred pursuant to this Notice of Authorization. Invoices shall be paid by the City within 30 days of the date of each invoice. A 1.2% charge may be imposed monthly against accounts that are not paid within 45 days of the date of each invoice. The prevailing party in any legal action brought by one party against the other and arising out of this Consultant Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

A Disclaimer

While DTA has a fiduciary responsibility as a licensed Municipal Advisor, DTA is not, unless otherwise stipulated, acting as the City's Municipal Advisor. The services discussed herein do not constitute any financial advice or fall under the category of municipal advisory services as defined by the SEC.

B Limitations

B.1 Fee Study Limitations

The labor costs in the table above include attendance at a total of two (2) in-person meetings with City staff, stakeholders, or the City Council, in addition to a virtual kickoff meeting with City staff. Attendance at more meetings, detailed written responses to resolve disputes, or the preparation of more than one set of major revisions to the Draft Report will be classified as additional work and may require further billing at the hourly rates identified in Table 3 if the maximum fee level has been exceeded.

Other examples of additional work shall include:

- Additional analyses based on revised assumptions requested by the City, including possible changes in the needs list, infrastructure costs, population projections, future land uses, and related data once the preparation of the Draft Report has been initiated, as well as adjustments to assumptions once the Draft Report has been approved;
- Additional meetings or lengthy negotiations with stakeholders, including representatives of the Building Industry Association ("BIA");
- Tasks related to litigation by stakeholders should it occur once the DIF Study has been completed;
- Time expended related to obtaining data assigned to the City under "Information to be Provided by the City";
- In light of the April 12, 2024, U.S. Supreme Court decision in *Sheetz vs. County of El Dorado* asking the California courts to reevaluate impact fees adopted under the California Mitigation Act to ensure they do not violate the U.S. Constitution's Fifth Amendment Takings Clause, any additional work related to litigation arising out of or incident to this Supreme Court decision, including but not limited to expert witness services, shall be considered out of scope and will be billed on a time and materials basis at additional cost; and
- Actual implementation of the fee program(s).

The maximum fee listed above assumes the review and implementation of the fee program with a schedule between initiation of services and public outreach that is within the proposed time frame according to the City's specifications.

B.2 CFD Formation Limitations

Should improvement areas or zones be established within the CFD that are characterized by more than one set of special taxes, additional time and materials *may* be charged, up to a maximum of $6,000 per improvement area or zone, if these improvement areas or zones cause the maximum fee levels listed above to be exceeded. Any additional tasks and professional services beyond those described in the Scope of Work will be billed at the hourly rates listed in Table 3.

Any additional tasks not listed in the Scope of Work that are assigned by the City shall require fees above the maximum amount listed and be billed at the hourly rates listed above if the total fee listed above has been exceeded.

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

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 Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance, including any extension thereof, of this Agreement.

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

2. Business Automobile Liability Insurance

Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage Form CA 00 01, with a policy limit of not less than One Million Dollars ($1,000,000.00) combined single limit per accident. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

3. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars ($1,000,000.00) 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, officials, 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.

By signing this Agreement, the Consultant acknowledges and agrees to the following:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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 Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

4. **Professional Errors and Omissions ("E&O") Liability Insurance**

Professional errors and omissions ("E&O") liability insurance on an occurrence based policy with policy limits of not less than Two Million Dollars ($2,000,000.00) per occurrence. Architects' and engineers' coverage shall be endorsed to include contractual liability. The retroactive date must be shown, and this date must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another policy form with a retroactive date prior to the contract effective date, the Consultant must purchase "extended reporting coverage" for a minimum of three (3) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Project Manager for review. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

5. **Standards for Insurance Companies**

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. **Documentation and Other Provisions**

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of Placentia, its 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; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an

endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. 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 cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.

3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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.

4. 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.

5. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**

6. 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.

7. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.

8. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, officials, 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 insurance policies.

9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

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 Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance, including any extension thereof, of this Agreement.

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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By signing this Agreement, the Consultant acknowledges and agrees to the following:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

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 Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

4. **Professional Errors and Omissions ("E&O") Liability Insurance**

Professional errors and omissions ("E&O") liability insurance on an occurrence based policy with policy limits of not less than Two Million Dollars ($2,000,000.00) per occurrence. Architects' and engineers' coverage shall be endorsed to include contractual liability. The retroactive date must be shown, and this date must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another policy form with a retroactive date prior to the contract effective date, the Consultant must purchase "extended reporting coverage" for a minimum of three (3) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Project Manager for review. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

5. **Standards for Insurance Companies**

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of Placentia, its 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; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an

endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. 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 cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.

3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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.

4. 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.

5. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**

6. 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.

7. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.

8. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, officials, 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 insurance policies.

9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

DAVITAU-01 CMULHERIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/11/2024

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

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

PRODUCER Acrisure Southwest Partners Insurance Services, LLC 4000 Westerly Place Suite 110 Newport Beach, CA 92660	CONTACT NAME: Lisa Burrill PHONE (A/C, No, Ext): (909) 766-1788 FAX (A/C, No): E-MAIL ADDRESS: liburrill@acrisure.com
INSURED David Taussig & Associates Inc. dba DTA 18201 Von Karman Ave Suite 220 Newport Beach, CA 92612	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sentinel Insurance Company, Ltd — 11000 INSURER B : California Automobile Insurance Company — 38342 INSURER C : Starstone National Insurance Company — 25496 INSURER D : Hartford Casualty Insurance Company — 29424 INSURER E : Philadelphia Indemnity Insurance Company — 18058 INSURER F : Hartford Fire Insurance Company — 19682

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	72SBAAP5439	2/24/2024	2/24/2025	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 $ 10,000 $ 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	X	X	BA040000030599	12/19/2023	12/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			85717R241ALI	2/24/2024	2/24/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	72WECEU2873	9/1/2023	9/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Prof. Liab./Claims			PHSD1835820	11/1/2023	11/1/2024	Limit	2,000,000
F	Crime			72 BDD HP8140	6/14/2023	6/14/2024		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
jgodoy@placentia.org; JOrtega@placentia.org; cwayman@placentia.org; rramirez@placentia.org
Cyber Liability coverage with State National Insurance Company, Inc. - Policy #EHJ-ADM01715148 Eff: 7/22/23 - 7/22/24. Limit $2,000,000

Excess follows form over General Liability, Automobile Liability, and Employers Liability and all applicable endorsements apply.

THE CITY OF PLACENTIA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE NAMED AS
ADDITIONAL INSURED.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
CITY OF PLACENTIA 401 E. CHAPMAN AVE. Placentia, CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: DAVITAU-01 CMULHERIN

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acrisure Southwest Partners Insurance Services, LLC	David Taussig & Associates Inc. dba DTA 18201 Von Karman Ave Suite 220 Newport Beach, CA 92612
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
- A/I WITH PRIMARY WORDING AND G.L. WAIVER, 30-DAY NOC, AUTO A/I WITH PRIMARY WORDING AND AUTO WAIVER AND W.C. WAIVER ATTACHED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

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BUSINESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

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

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

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

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

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

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

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

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

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

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

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

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

e. **Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

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

2. MEDICAL EXPENSES

Insuring Agreement

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

(1) On premises you own or rent;

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

(3) Because of your operations;

provided that:

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

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

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

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

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

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

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

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

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

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

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

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

(5) All costs taxed against the insured in the "suit".

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

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

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

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

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

(2) This insurance applies to such liability assumed by the insured;

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

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

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

(6) The indemnitee:

(a) Agrees in writing to:

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

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

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

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

(b) Provides us with written authorization to:

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

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

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

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

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "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; or

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

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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

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

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

c. Liquor Liability

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

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

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

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

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

(a) Employment by the insured; or

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

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

This exclusion applies:

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

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

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

f. Pollution

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

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

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

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

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

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

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

(i) Any insured; or

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

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

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

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

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

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

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

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

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

(a) Less than 51 feet long; and

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

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

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

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

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

h. Mobile Equipment

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

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

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

i. War

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

(1) War, including undeclared or civil war;

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

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

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

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

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

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

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

(3) Property loaned to you;

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

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

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

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

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

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

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

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

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

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

o. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

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

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

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

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

(12) Arising out of:

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

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

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

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

(i) Your web site; or

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

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

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

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

s. Asbestos

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

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

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

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

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

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

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

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

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

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. **Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

a. **Any Insured**
To any insured, except "volunteer workers".

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

c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

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

f. **Products-Completed Operations Hazard**
Included with the "products-completed operations hazard".

g. **Business Liability Exclusions**
Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. **Employees And Volunteer Workers**
   Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
   However, none of these "employees" or "volunteer workers" are insureds for:
   (1) "Bodily injury" or "personal and advertising injury":
   (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
   (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
   (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
   (d) Arising out of his or her providing or failing to provide professional health care services.
   If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
   (2) "Property damage" to property:
   (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

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

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

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

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

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

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

5. Operator of Nonowned Watercraft

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

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

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

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

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

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

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

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

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

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

This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

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

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

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

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

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

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

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

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

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

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

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

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

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

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

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

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

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

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

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

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with your premises owned by or rented to you.

2. **Additional Insured - Managers Or Lessors Of Premises**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

   This insurance does not apply to:

   (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. **Additional Insured - Grantor Of Franchise**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. **Additional Insured - Lessor Of Leased Equipment**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

   This insurance does not apply to:

   (1) Any "occurrence" that takes place after you cease to lease that land; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. **Additional Insured - State Or Political Subdivision – Permits**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

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

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

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

      (1) In the performance of your ongoing operations for the additional insured(s); or

      (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

10. **Additional Insured – Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. **(1)** Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
II. EMPLOYEES AS INSUREDS
III. AUTOMATIC ADDITIONAL INSURED
IV. EMPLOYEE HIRED AUTO LIABILITY
V. SUPPLEMENTARY PAYMENTS
VI. FELLOW EMPLOYEE COVERAGE
VII. ADDITIONAL TRANSPORTATION EXPENSE
VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
X. LOAN/LEASE GAP COVERAGE
XI. GLASS REPAIR – DEDUCTIBLE WAIVER
XII. TWO OR MORE DEDUCTIBLES
XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
XIV. WAIVER OF SUBROGATION
XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
XVIII. HIRED AUTO – COVERAGE TERRITORY
XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

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BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated 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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VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to $50 per day to a maximum of $1000 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". If your business shown in the Declarations is other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:

(1) The most we will pay for "loss" to any hired "auto" is $50,000 or Actual Cash Value or Cost of Repair, whichever is less

(2) $500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning

Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

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X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
   a. The amount paid under the Physical Damage Coverage Section of the policy; and
   b. Any:
      (1) Overdue lease/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 loans or leases.

   The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership;
(3) A member, if you are a limited liability company; or
(4) An executive officer or insurance manager, if you are a corporation.

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XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us
   We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. 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 by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

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

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XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

(1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 72 WEC EU2873 **Endorsement Number:**
Effective Date: 09/01/23 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: DAVID TAUSSIG AND ASSOCIATES, INC.
18201 VON KARMAN AVE STE 220
IRVINE CA 92612

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

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	**Job Description**
Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2025

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
Acrisure SouthWest Partners Insurance Services, LLC
4000 Westerly Place
Suite 110
Newport Beach CA 92660

License#: 0G18344

CONTACT NAME: Lisa Burrill
PHONE (A/C, No, Ext): 909-766-1788 **FAX (A/C, No):**
E-MAIL ADDRESS: liburrill@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : California Automobile Insurance Company	38342
INSURER B : Starstone National Insurance Company	25496
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : Philadelphia Indemnity Insurance Company	18058
INSURER E : Hartford Fire Insurance Company	19682
INSURER F : Hartford Underwriters Insurance Company	30104

INSURED DAVITAU-01
DTA Public Finance, Inc.
18201 Von Karman Ave, Suite 220
Irvine CA 92612

COVERAGES **CERTIFICATE NUMBER:** 1987784047 **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	
F	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	72SBABJ3H19	2/24/2025	2/24/2026	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 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	BA040000030599	12/19/2024	12/19/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			85717R252ALI	2/24/2025	2/24/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	72WECEU2873	9/1/2025	9/1/2026	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 E	Prof. Liab/Claims Crime			PHSD1835820015 72 BDD HP8140	11/1/2024 6/14/2025	2/1/2026 6/14/2026	Agg/Per Claim Limit Limit	2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
- Cyber Liability coverage with State National Insurance Company, Inc. - Policy #EHJ-ADO03429668 - Eff: 7/22/25 - 7/22/26. Limit $2,000,000
- Excess follows form over General Liability, Automobile Liability, and Employers Liability
- Excluded from Workers Compensation: David Taussig

City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as additional insured in respects to general liability and auto liability. Waiver of subrogation applies in favor of City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers in respects to general liability, auto liability, and workers compensation.

- GL AI/WOS | AUTO AI/WOS | WC WOS

CERTIFICATE HOLDER

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

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
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BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

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d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an “accident” which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

e. Any “employee” of yours is an "insured" while using a covered “auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated 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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VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to $50 per day to a maximum of $1000 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". If your business shown in the Declarations is other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:

(1) The most we will pay for "loss" to any hired "auto" is $50,000 or Actual Cash Value or Cost of Repair, whichever is less

(2) $500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning

Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

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X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered “auto,” less:
   a. The amount paid under the Physical Damage Coverage Section of the policy; and
   b. Any:
      (1) Overdue lease/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 loans or leases.

   The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company” means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership;
(3) A member, if you are a limited liability company; or
(4) An executive officer or insurance manager, if you are a corporation.

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XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. 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 by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

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

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

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

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XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

(1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 72 WEC EU2873 **Endorsement Number:**
Effective Date: 09/01/25 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: DTA Public Finance, Inc
18201 VON KARMAN AVE STE 220
IRVINE CA 92612

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

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	**Job Description**
Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

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

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

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

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

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

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

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

This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

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

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

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

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

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

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

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

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

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

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

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

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

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

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

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f**.**(2)(b)** above.

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WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**:

We waive any right of recovery we may have against:

a. Any person or organization shown in the Declarations, or

b. Any person or organization with whom you have a contract that requires such waiver.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2025

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
Acrisure SouthWest Partners Insurance Services, LLC
4000 Westerly Place
Suite 110
Newport Beach CA 92660

License#: 0G18344

CONTACT NAME: Lisa Burrill
PHONE (A/C, No, Ext): 909-766-1788 **FAX (A/C, No):**
E-MAIL ADDRESS: liburrill@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starstone National Insurance Company	25496
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Philadelphia Indemnity Insurance Company	18058
INSURER D : Hartford Fire Insurance Company	19682
INSURER E : Hartford Underwriters Insurance Company	30104
INSURER F :	

INSURED DAVITAU-01
DTA Public Finance, Inc.
18201 Von Karman Ave, Suite 220
Irvine CA 92612

COVERAGES **CERTIFICATE NUMBER:** 1799108641 **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.

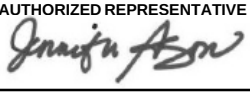
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	72SBABJ3H19	2/24/2025	2/24/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired Non Owned Auto	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			85717R252ALI	2/24/2025	2/24/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	72WECEU2873	9/1/2025	9/1/2026	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
C D	Prof. Liab/Claims Crime			PHSD1835820015 72 BDD HP8140	11/1/2024 6/14/2025	2/1/2026 6/14/2026	Agg/Per Claim Limit Limit	2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
- Cyber Liability coverage with State National Insurance Company, Inc. - Policy #EHJ-ADO03429668 - Eff: 7/22/25 - 7/22/26. Limit $2,000,000
- Excess follows form over General Liability, Automobile Liability, and Employers Liability
- Excluded from Workers Compensation: David Taussig

City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as additional insured in respects to general liability and auto liability. Waiver of subrogation applies in favor of City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers in respects to general liability, auto liability, and workers compensation. - GL AI/WOS | AUTO AI/WOS | WC WOS

CERTIFICATE HOLDER
City of Placentia
401 E. Chapman Avenue
Placentia CA 92870
USA

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 72 WEC EU2873 **Endorsement Number:**
Effective Date: 09/01/25 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: DTA Public Finance, Inc
18201 VON KARMAN AVE STE 220
IRVINE CA 92612

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

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

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	**Job Description**
Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

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

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

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

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

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

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

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

This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

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

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

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

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

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

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

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

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

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

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

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

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

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

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

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

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

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

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f**.**(2)(b)** above.

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WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**:

We waive any right of recovery we may have against:

- **a.** Any person or organization shown in the Declarations, or
- **b.** Any person or organization with whom you have a contract that requires such waiver.

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Agenda Item No: 1.I

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 2, 2025
Submitted by: Shelley Kennell
From: Public Works

Subject:
AWARD OF CONSTRUCTION CONTRACT TO EASTRIDGE ENGINEERING AND CONSTRUCTION, INC. FOR THE FUEL TANK REMOVAL AND REPLACEMENT PROJECT, CITY PROJECT NO. 26-501

Financial Impact:
Fiscal Impact:
Expense:

$966,405.00	Total Construction Costs
$878,550.00	Construction Contract Amount
$ 87,855.00	Construction Contingency Amount

Available Budget:

$1,100,000.00	Total Project Budget	Project# 26-501
$1,100,000.00	Fiscal Year 2025-26 CIP (102-90300-9600)	Measure U

Summary:
The scope of work for the Fuel Tank Removal and Replacement Project includes the removal of the two existing 12,000 gallon single wall fiberglass underground fuel storage tanks and associated components, and the construction and installation of one 15,000 gallon dual compartment (10,000 gallon gasoline/ 5,000 gallon diesel) underground fuel storage tank. In general, the work consists of demolishing and disposing of the existing underground fuel storage tanks, dispensers, and fuel, vapor, and vent piping, and installing the new dual compartment underground fuel storage tank, associated equipment, tank-level probes, leak sensors, paving, and bollards.

The City advertised the project for bid on October 20, 2025; however, no bids were received by the November 3, 2025 deadline. Per City Municipal Code Subsection 3.08.140 the City Administrator has determined this project qualifies as an emergency due to the requirement that the existing underground storage tanks need to be removed by December 31, 2025, to avoid penalties. As a result of this determination, the competitive bidding process may be waived. The expedited removal of the tanks is required under Health and Safety Code Chapter 6.7 Section 25292.05 and in compliance with California Code of Regulations (CCR) Title 23, Chapter 16, Section 2627. Due to the lack of bids, the City proceeded to request quotes from contractors listed on PlanetBids who had downloaded the project plans and specifications, as well as other contractors available through Sourcewell.

On November 17, 2025, the City received two quotes from contractors. The two quotes received consisted of the removal of the existing underground storage tanks and the installation of the new tanks. The lowest quote received, from Eastridge Engineering and Construction, Inc., was also found to be responsive and responsible. Staff recommends awarding a construction contract to Eastridge Engineering and Construction, Inc. for the Fuel Tank Removal and Replacement Project.

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

1. Approve a Public Works Agreement with Eastridge Engineering and Construction, Inc. for the Fuel Tank Removal and Replacement Project in the amount of $878,550.00; and
2. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or $87,855.00, for a total construction contract not-to-exceed amount of $966,405.00; 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:
There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:
The scope of work for the Fuel Tank Removal and Replacement Project includes the removal of the two existing 12,000 gallon single wall fiberglass underground fuel storage tanks and associated components, and the construction and installation of one 15,000 gallon dual compartment (10,000 gallon gasoline/ 5,000 gallon diesel) underground fuel storage tank. In general, the work consists of demolishing and disposing of the existing underground fuel storage tanks, dispensers, and fuel, vapor, and vent piping, and installing the new dual compartment underground fuel storage tank, associated equipment, tank-level probes, leak sensors, paving, and bollards.

This project was exempt from following typical bidding procedures, pursuant to City Municipal code §3.08.070, due to the emergency nature of the work, which required the scope to be performed as quickly as possible.

On November 17, 2025, the City received two quotes from contractors. The two quotes received consisted of the removal of the existing underground storage tanks (Bid Schedule "A") and the installation of the new tanks (Additive Bid "B" Schedule). The lowest quote received, from Eastridge Engineering and Construction, Inc., was also found to be responsive and responsible.

The following table provides the total quote amounts received from each contractor.

Contractor	**Bid Schedule "A" Amount**	**Bid Schedule "B" Amount**
Eastridge Engineering and Construction, Inc.	$165,000.00	$713,550.00
SPATCO Energy Solutions (Sourcewell Contract)	$317,308.00	Did not submit

Staff recommends awarding a construction contract to Eastridge Engineering and

Construction, Inc., for the Fuel Tank Removal and Replacement Project.

Fiscal Impact Summary:
The total construction cost for the Fuel Tank Removal and Replacement Project amounts to $966,405.00. This cost consists of the quote amount submitted by Eastridge Engineering and Construction, Inc. in the amount of $878,550.00, a construction contingency in the amount of $87,855.00.

Funding for this project is supported by Measure U, as outlined below:

Funding Source	Amount
FY 25/26 Measure U Funds	$1,100,000.00

Attachments
Signed PW Agreement with Eastridge Engineering Inc.pdf

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
FUEL TANK REMOVAL AND REPLACEMENT
CITY PROJECT #26-501

THIS AGREEMENT (herein "Agreement"), is made and entered into this 2nd day of December, 2025 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and Eastridge Engineering and 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 demolition and removal of two underground fuel storage tanks, their associated components and installation of one dual compartment underground fuel storage tank along with its associate components including construction of improvements that comply with all accessibility requirements as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

(a) Contractor. Contractor shall mean Eastridge Engineering and Construction, Inc. a (California corporation) located at 40477 Murietta Hot Springs Rd. D1 #2033 Murrieta, CA 92563.

(b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.

(c) City Council. City Council shall mean the City Council of the City of Placentia.

(d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

(e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

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

2.0 SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the

Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding $25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Eight Hundred Seventy Eight Thousand Five Hundred Fifty Dollars ($878,550) (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 December 2, 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:

Eastridge Engineering and Construction, Inc.
ATTN: David Boice
40477 Murrieta Hot Springs Rd. D1 #2033
Murrieta, CA 92563

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

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

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any

bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

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

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

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

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

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

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

6.0 INSURANCE, INDEMNIFICATION AND BONDS

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

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

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

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

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

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the 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 and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached to this Agreement as Exhibit "D" and are incorporated herein by this reference.

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

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

(d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and

Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

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

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

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

7.0 RECORDS AND REPORTS

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

designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

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

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

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

8.0 GENERAL PROVISIONS

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

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

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives

and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

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

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

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

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Two Thousand Eight Hundred Dollars ($2,800) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services

(Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

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

To City:
City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Gabriel Guerrero-Gabany

To Contractor:
Eastridge Engineering and Construction, Inc.
ATTN: David Boice
40477 Murrieta Hot Springs Rd. D1 #2033
Murrieta, CA 92563

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

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

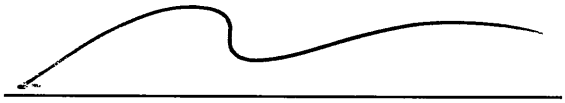
CITY OF PLACENTIA,
A municipal corporation and Charter City

_____ Date: _____
Jennifer Lampman, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONTRACTOR



_____ Date: 11-18-2025
Signature

David Boice, President
Name and Title

86-3599431
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Cyndi Alvarenga, Risk Manager

APPROVED AS TO CONTENT:

_____ Date: _____
Gabriel Guerrero-Gabany,
Deputy Director of Public Works

DEPARTMENTAL APPROVAL

_____ Date: _____
Chris Tanio, Director of Public Works/City Engineer

Premium is included in the performance bond subject to adjustments based on final contract price
Bond No.: 7489635

(Use of City Bond Form is Required)

Issued in Triplicate Original

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, Eastridge Engineering and Construction, Inc., as Principal, has entered into a contract dated December 2, 2025, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: Fuel Tank Removal and Replacement and all appurtenant work in accordance with PROJECT NO. 26-501, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, Eastridge Engineering and Construction, Inc., as Principal, and Old Republic Surety Company, a corporation organized under the laws of Wisconsin 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 Eight hundred seventy-eight thousand five hundred fifty and 00/100 Dollars ($ 878,550.00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

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

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

IN WITNESS THEREOF, we have hereunto set our hands and seals this 19th day of November, 2025.

(Corporate Seal)

EST. 2021 CALIFORNIA EASTRIDGE ENGINEERING AND CONSTRUCTION CORPORATE SEAL

(Corporate Seal)

Eastridge Engineering and Construction, Inc.
Principal

By _____

David Brice, President
Title

Old Republic Surety Company
Principal

By _____

Kathleen Le, Attorney-in-fact
Title

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

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 Sacramento)

On November 19, 2025 before me, S. Smith, Notary Public
(insert name and title of the officer)

personally appeared Kathleen Le,
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.

S. SMITH
COMM. # 2442257
NOTARY PUBLIC CALIFORNIA
COUNTY OF SACRAMENTO
Comm. Expires APR. 22, 2027

ARS3 ARS3

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 Riverside

On November 20th, 2025 before me, Lauren Tracy, Notary Public
(insert name and title of the officer)

personally appeared David Boice,
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.

LAUREN TRACEY
COMM. #2502445
Notary Public - California
Riverside County
My Comm. Expires Oct. 19, 2028

NRO1 NRO1

WITNESS my hand and official seal.

Signature _____ (Seal)

Labor & Materials Payment Bond

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ELIZABETH COLLODI, JOHN WEBER, JESSICA MONLUX, JOHN HOPKINS, SARA WALLISER, BREANNA BOATRIGHT, DEANNA QUINTERO, BILL RAPP, TONY CLARK, MATTHEW FOSTER, JASON MARCH, SAMANTHA WATKINS, PAULA SENNA, JENNIFER LAKMANN, MINDY WHITEHOUSE, PHIL WATKINS, BRAD ESPINOSA, KATHLEEN LE, SHARON SMITH, CASSANDRA MEDINA, STEVEN WILLIAMS, R. KAILANY of CHICO, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of August, 2025.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of August, 2025, personally came before me, Alan Pavlic and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31-2100

Signed and sealed at the City of Brookfield, WI this 19th day of November, 2025.

Assistant Secretary

ORSC 22262 (3-06)

INTERWEST INSURANCE SERVICES

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.

EASTRIDGE ENGINEERING AND CONSTRUCTION, INC.

David Boice, President, Secretary, Treasurer, and Manager

Business Address:
40477 Murrieta Hot Springs Rd. D1 #2033

Murrieta, CA 92563

Telephone Number: (951) 760-1210

Date: 11-18-2025

Print Name: David Boice, President
Principal

Signature: David Boice, President
Title

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes___ No_X__ Telephone (951) 760-1210

CORPORATION: 86-3599431

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: _____ Date: 11-18-2025
David Boice, President

Premium is for contract term and is subject to adjustments based on final contract price
Premium: $26,357.00
Bond No.: 7489635

CITY OF PLACENTIA

Issued in Triplicate Original

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to Eastridge Engineering and Construction, Inc., a California corporation (hereinafter "Principal"), an Agreement, dated December 2, 2025 ("Agreement") whereby Principal agreed to provide construction services including Fuel Tank Removal and Replacement City Project #26-501;

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

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

NOW, THEREFORE, we, Eastridge Engineering and Construction, Inc., as Principal, and Old Republic Surety Company as Surety, are held and firmly bound unto the City in the sum of Eight hundred seventy-eight thousand five hundred fifty and 00/100 Dollars ($878,550.00) this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

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

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

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

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

of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

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

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the 19th day of November, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)

Old Republic Surety Company

SURETY

By _____

Kathleen Le, Attorney-in-fact

18500 W Corporate Drive, Suite 170

Brookfield, WI 53045

ADDRESS

(Seal)

Eastridge Engineering and Construction, Inc.

PRINCIPAL

By _____

David Boree, President

40477 Murrieta Hot Springs Rd Suite D1#2033

Murrieta, CA 92563

ADDRESS

APPROVED:

_____

CITY ATTORNEY

Two (2) Notarized Signatures required from all Corporations.

INSTRUCTIONS

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

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 Sacramento)

On November 19, 2025 before me, S. Smith, Notary Public
(insert name and title of the officer)

personally appeared Kathleen Le,
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.

S. SMITH
COMM. # 2442257
NOTARY PUBLIC CALIFORNIA
COUNTY OF SACRAMENTO
Comm. Expires APR. 22, 2027

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 Riverside

On November 10th 2025 before me, Lauren Tracey, Notary Public
(insert name and title of the officer)

personally appeared David Boice,
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.

LAUREN TRACEY
COMM. #2502445
Notary Public - California
Riverside County
My Comm. Expires Oct. 19, 2028

WITNESS my hand ~~and official~~ seal.

Signature _____ **(Seal)**

Performance Bond

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ELIZABETH COLLODI, JOHN WEBER, JESSICA MONLUX, JOHN HOPKINS, SARA WALLISER, BREANNA BOATRIGHT, DEANNA QUINTERO, BILL RAPP, TONY CLARK, MATTHEW FOSTER, JASON MARCH, SAMANTHA WATKINS, PAULA SENNA, JENNIFER LAKMANN, MINDY WHITEHOUSE, PHIL WATKINS, BRAD ESPINOSA, KATHLEEN LE, SHARON SMITH, CASSANDRA MEDINA, STEVEN WILLIAMS, R. KAILANY of CHICO, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of August, 2025.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of August, 2025, personally came before me, Alan Pavlic and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31-2100

Signed and sealed at the City of Brookfield, WI this 19th day of November, 2025.

Assistant Secretary

ORSC 22262 (3-06)

INTERWEST INSURANCE SERVICES

BID GUARANTEE

TO THE CITY OF PLACENTIA
PROJECT NO. 26-104

As a material inducement to the City to award the contract for Project No. 26-104 to _____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: _____("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: 11-18-2025

Contractor: EASTRIDGE ENGINEERING AND CONSTRUCTION, INC. By: David Boice, President

Title: David Boice, President

STATEMENT OF NON-COLLUSION BY CONTRACTOR

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

a. That all statements of fact in such bid or proposal are true;

b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

c. That such bid or proposal is genuine and not collusive or sham;

d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;

e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;

f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;

g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.

j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

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

On November 18, 2025 at Murrieta California.

Firm EASTRIDGE ENGINEERING AND CONSTRUCTION, INC.

Street 40477 Murrieta Hot Springs Rd. D1 #2033

City Murrieta State CA Zip 92563

(Signature)

David Boice, President

(Print Name & Title)

EXHIBIT A

SCOPE OF SERVICES

The general items of work include the demolition and removal of two 12,000 gallon single wall fiberglass underground fuel storage tanks, three fuel dispensers and associated piping, existing tank monitor systems, wiring and conduit. Work by the Contractor shall include all sampling, testing, reporting, paperwork and inspections needed to successfully complete all requirements of Placentia Building Department and Orange County Health Care Agency (OCHCA) – Environmental Services. The tanks and connected piping must be permanently closed before December 31, 2025 in accordance with H&SC, section 25298, and California Code of egulations (CCR) title 23, chapter 16, section 2672.

The additive “B” schedule work includes construction and installation of one 15,000-gallon dual compartment (10k gasoline/ 5k diesel) underground fuel storage tanks, all associated piping, wiring and spill protection, two dual hose fuel dispensers, tank and piping monitor system.

EXHIBIT B

SCHEDULE OF PERFORMANCE

All work under the base bid must be complete within **thirty (30)** working days from the issuance of the Notice to Proceed. For Additive Bid “B” Schedule, the Contractor shall have a total of **forty (40)** working days to complete the work from the issuance of the Notice to Proceed for Additive Bid “B” Schedule.

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

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

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

Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than December 2, 2026, unless the parties mutually agree in writing to extend the term.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

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

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

2.

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.

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

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

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

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

EXHIBIT E

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

Initial Review

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

Meet & Confer

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

Mediation

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

Miscellaneous Provisions

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/19/2025

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 endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Name: Jesse David Tostado
JDT Premiere Insurance Services, LLC 1445 N El Camino Real #C San Clemente CA 92672 CA #0M29742	PHONE (A/C, No, Ext): 805-340-9182 FAX (A/C, No): E-MAIL ADDRESS: jdtinsuranceservices@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Kinsale Insurance Company	38920
INSURER B :	
INSURER C :	
INSURER D : State Compensation Insurance Company	35076
INSURER E : Kinsale Insurance Company	38920
INSURER F :	

INSURED

Eastridge Engineering and Construction, Inc.
dba EEC Eastridge Engineering
4077 Murrieta Hot Springs Rd. STE D1 #2033
Murrieta CA 92563

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:	Y	Y	0100369536-0	05/08/2025	05/08/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Total Aggregate Limit	$ 1,000,000.00 $ 100,000.00 $ 5000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00 $ 5,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ $ $ $
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	9355702-25	03/09/2025	03/09/2026	PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00
E	Pollution/Professional	Y	Y	0100369536-0	05/08/2025	05/08/2026	Eash Occurrence General Aggregate	$1,000,000.00 $2,000,000.00

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

In Reference to: CONCRETE REPAIR, CITY PROJECT #1302

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.

CERTIFICATE HOLDER

The City of Placentia
401 E Chapman Ave.
Placentia, CA 92870

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jesse David Tostado

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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

SCHEDULE

Name of Person or Organization:	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.
Location And Description of Completed Operations:	City of Placentia 401 E Chapman Ave Placentia, CA 92870 Concrete Repair, City Repair Prjoect #1302
Additional Premium:	no additional premium

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

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:	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. In Reference to: Concrete Repair, City Project #1302
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

© Insurance Services Office, Inc., 2008

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

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.

In reference to: CONCRETE REPAIR, CITY PROJECT #1302

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 Insured: City of Placentia

Effective Policy No. 9355702-25 Endorsement No. 0000-003

Premium

Insurance Company: State Compensation Insurance Company

Countersigned by: Jesse David Ostado

Verified by pdfFiller 11/11/2025

WC 00 03 13
(Ed. 4-84)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2025

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
ERM Insurance Brokers LLC
111 Corporate Drive #200
Ladera Ranch CA 92694

CONTACT NAME:
PHONE (A/C, No, Ext): 949-222-0444 **FAX (A/C, No):** 949-222-0445
E-MAIL ADDRESS: info@erminsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : California Automobile Insurance Company	38342
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED EASTENG-01
Eastridge Engineering and Construction, Inc. DBA EEC, Eastridge Engineering
40477 Murrieta Hot Springs Rd Ste D1 #2033
Murrieta CA 92563

COVERAGES **CERTIFICATE NUMBER:** 833747752 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	Y	BA040000073702	6/27/2025	6/27/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured per form MCA20480711 and waiver of subrogation applies per form MCA04440913
Certificate holder/additional insured continued: City of Placentia, its elected and appointed officials, officers, agents and employees.

CERTIFICATE HOLDER

City of Placentia
401 E. Chapman Ave.
Placentia CA 92870

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

The following is added to the **Section II - Liability Coverage,** Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SECTION IV – BUSINESSS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, the following is added:

We waive any right of recovery we may have against any person or organization 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 the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Agenda Item No: 1.m

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 2, 2025
Submitted by: Shelley Kennell
From: Public Works

Subject:
APPROVAL OF PUBLIC WORKS AGREEMENT FOR KOCH PARK PICNIC SHELTER REPLACEMENT PROJECT, CITY PROJECT NO. 7213

Financial Impact:
Fiscal Impact:

EXPENSE:	$182,866.82 (302-90300-9400) Quimby
CONTRACT AMOUNT:	$166,242.56
CONTINGENCY AMOUNT:	$ 16,624.26

Summary:
The project scope includes demolition and removal of the existing wooden picnic shelter at Koch Park, that is no longer functional and the construction of two steel hip picnic shelters. The City worked with a representative from Gordian, a cooperative purchasing entity through OMNIA Partners, to obtain quotes from qualified contractors for this project. The City received two quotes for the demolition of the existing picnic shelters, four quotes for the fabricated picnic shelters and three quotes for the installation of the picnic shelters. The shelter fabrication options were assembled based off the lowest of the three quotes received.

After reviewing the quotes, it was determined that the work under Option A, performed solely by Great Western Installations was the best option. Their quote included the required installation of the gutters, downspouts and masonry work on the pilasters. Option B was an incomplete quote since it lacked that aspect of the scope of work. Upon review and analysis, Staff determined the quote from Great Western Installations to be responsive and valid. The quote for the entire project scope is $166,242.56. Staff recommends the City Council award a construction contract to Great Western Installations, Inc. in the amount of $166,242.56 and authorize a construction contingency in the amount of $16,624.26 for change orders related to unforeseen conditions encountered during construction. This contract will be funded utilizing existing CIP funds identified in the FY 2024-25 CIP Budget for this project.

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

1. Approve a Public Works Agreement with Great Western Installations, Inc. in the amount of $166,242.56; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or $16,624.26; and

3. 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 project scope includes demolition and removal of the existing wooden picnic shelter at Koch Park and constructing two steel hip picnic shelters. Pursuant to the City of Placentia Municipal Code, Section 3.08.070, purchases of supplies, services and equipment may forego bid procedures when participating in an established governmental cooperative purchasing program. The quotes received through Gordian from Great Western Installations is reflective of a cooperative purchasing agreement through OMNIA Partners (OMNIA), a national cooperative purchasing organization, under OMNIA Contract No. 2017001134. The City of Placentia is a member of OMNIA and has used OMNIA contracts in the past. Therefore, under the City's purchasing policy, the City may award the proposed contract without competitive procurement. The City received two quotes for the demolition of the existing picnic shelters, four quotes for the fabricated picnic shelters and three quotes for the installation of the picnic shelters. The shelter fabrication options were assembled based off the lowest three quotes. The entire scope of work performed under Option A would be performed by Great Western Installations. Under Option B, the demolition would be performed by Angeles Construction, the shelter provided by Great Western Installations, and the installation would be performed by Play Foundations. Under Option C, the demolition would be performed by Angeles Construction, while the shelter and installation would provided by Great Western Installations. A summary of the quotes compiled into options are presented below.

Option A		**Option B**		**Option C**	
Great Western Installations, Inc		Angeles Construction, Inc., Great Western Installations, Inc, Play Foundations, Inc.		Angeles Construction, Inc., Great Western Installations, Inc.	
Demolition:	$11,154.68	Demolition:	$17,675.47	Demolition:	$17,675.47
Shelters:	$44,694.00	Shelters:	$50,235.94	Shelters:	$50,235.94
Installation:	$110,393.88	Installation:	$60,142.00	Installation:	$101,010.00
Grand Total:	$166,242.56	Grand Total:	$128,053.41	Grand Total:	$168,921.41

After reviewing the quotes, it was determined that Option A, was the best option since Great Western Installations, Inc. is available to complete the entire project scope of work, including the required installation of the gutters, downspouts and masonry work on the pilasters. Option B was an incomplete quote since it did not include that aspect of the scope of work. Upon review and analysis, Staff determined the quote from Great Western Installations, Inc. to be responsive and valid. The quote for the entire project scope is $166,242.56. Staff recommends the City Council award a construction contract to Great Western Installations, Inc. in the amount of $166,242.56 and authorize a construction contingency in the amount of $16,624.26 for change orders related to unforeseen conditions encountered during construction. This contract will be funded utilizing existing CIP funds identified in the FY 2024-25 CIP Budget for this project.

Fiscal Impact Summary:
Funding for the Koch Picnic Shelter Replacement Project is from the Parks Infrastructure Budget. The total construction cost for this work amounts to $182,866.82. This cost consists of

the proposal submitted by Great Western Installations in the amount of $166,242.56 and a construction contingency in the amount of $16,624.26. Staff has carefully reviewed the cost proposal provided by the contractor and found it to be reasonable for the work to be provided. Sufficient funds are budgeted and available in the FY 2025-26 CIP Budget to cover this expense. As such, sufficient funds exist for the recommended actions.

Attachments

Agreement for Koch Park Picnic Shelters.pdf

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
KOCH PARK PICNIC SHELTER REPLACEMENT
CITY PROJECT #7213

THIS AGREEMENT (herein "Agreement"), is made and entered into this 2nd day of December, 2025 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and Great Western Installations, 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 picnic shelters including construction of improvements that comply with all accessibility requirements as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

(a) Contractor. Contractor shall mean Great Western Installations, Inc. a (California corporation, partnership, individual) located at 975 S. State Hwy 89 Logan, UT 84321_____.

(b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.

(c) City Council. City Council shall mean the City Council of the City of Placentia.

(d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

(e) Services. Services shall mean the services to be performed by the

Contractor pursuant to this Agreement.

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

2.0 SERVICES OF CONTRACTOR

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

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

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

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

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, including the requirement that the facilities being constructed must comply with all applicable accessibility requirements, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown

conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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

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

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding $25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of one hundred sixty-six thousand two hundred forty-two dollars with fifty six cents ($166,242.56) (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 December 2, 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:

Great Western Installations, Inc
ATTN: Brandon Seitz
975 S. State Hwy 89
Logan, UT 84321

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

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure

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

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

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

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

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

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

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

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

6.0 INSURANCE, INDEMNIFICATION AND BONDS

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

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

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

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

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

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the 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 and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached to this Agreement as Exhibit "D" and are incorporated herein by this reference.

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

or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

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

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

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

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

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

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

6.4 Labor and Materials and Performance Bonds.Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature

of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

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

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

7.0 RECORDS AND REPORTS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have

no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

8.0 GENERAL PROVISIONS

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

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

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

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

Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

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

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

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

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

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Two Thousand Eight Hundred Dollars ($2,800) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

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

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

To Contractor: Great Western Installations, Inc
ATTN: Brandon Seitz
975 S. State Hwy 89
Logan, UT 84321

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

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

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

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

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

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation and Charter City

_____ Date: _____
Jennifer Lampman, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONTRACTOR

_____ Date: 11/13/25
Signature

Tyler Kyriopoulos, President
Name and Title

26-2639972
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____

Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Cyndi Alvarenga, Risk Manager

APPROVED AS TO CONTENT:

_____ Date: _____

Shelley Kennell, Associate Engineer

DEPARTMENTAL APPROVAL

_____ Date: _____

Lydie Gutfeld, Community Services Director

Conforms with The American Institute of Architects, A.I.A. Document A312 (2010 Edition)

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Great Western Installations, Inc.
975 S Hwy 89
Logan, UT 84321

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Placentia
401 E. Chapman Ave
Placentia, CA 92870

CONSTRUCTION CONTRACT
Date: 08/20/2025

Amount: $ 166,242.56

Description:
(Name and location)
Provide and install shelter at Koch Park, 2210 Valencia Ave, Placentia, CA 92870

BOND
Date: 09/23/2025
(Not earlier than Construction Contract Date)

Amount: $ 166,242.56

Modifications to this Bond: ☑ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Great Western Installations, Inc.

Signature: _____
Name and Title: Lewis Painter/Vice President

SURETY
Company: *(Corporate Seal)*
OLD REPUBLIC SURETY COMPANY

Signature: _____
Name and Title: Fernando Madrid/Attorney-in-fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:
Quality 1st Insurance Agency, Inc.
2129 North Main St, Ste A
North Logan, UT 84341

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ **10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ **11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ **12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. 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.

§ **13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ **14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ **15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ **16 Definitions**

§ **16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ **16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ **16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
		OLD REPUBLIC SURETY COMPANY	
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MATTHEW LEE ROBBINS, FERNANDO MADRID, OF NORTH LOGAN, UT

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31ST day of JULY, 2025.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 31ST day of JULY, 2025, personally came before me, Alan Pavlic and Kevin J Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

48-5316

Signed and sealed at the City of Brookfield, WI this 9 day of September, 2025.

Assistant Secretary

QUALITY 1ST INSURANCE

22851-W POAORS 102020

Bond No. 7481146

PRINCIPAL

Signed and executed this 23 day of Sept., 2025.

By: _____
Signature

Lewis Painter
Printed or Typed

TITLE: Vice-President

State of: Utah)
) ss.
County of: Cache)

There foregoing payment and performance bond was acknowledged before me by Lewis Painter this 23 day of Sept, 2025.

Witness my hand and official seal. _____
Notary Public

My commission expires: 12/27/25

Sarauna Openshaw
Notary Public
State Of Utah
My Commission Expires 12/27/2025
722150

SURETY

Signed and executed this 23 day of September, 2025.

By: _____
Signature

Fernando Madrid
Printed or Typed

TITLE: Attorney in-fact

State of: Utah)
) ss.
County of: Cache)

There foregoing payment and performance bond was acknowledged before me by Fernando Madrid this 23 day of Sept., 2025

Witness my hand and official seal. _____
Notary Public

My commission expires: 12/27/25

Sarauna Openshaw
Notary Public
State Of Utah
My Commission Expires 12/27/2025
722150

(Use of City form is required)

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.

Great Western Installations, Inc.

President, Treasurer- Tyler Kyriopoulos

Vice President/Secretary- Lewis Painter

Business Address:
975 S. State Hwy 89

Logan, UT 84321

Telephone Number: 435-245-5055

Date: 11/17/25

Print Name: Tyler Kyriopoulos
Principal

Signature:
Title

(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
Placentia, CA 92870

Exempt: Yes___ No X Telephone (435) 760-5103

CORPORATION: Great Western Installations

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: _____ Date: 11/13/25

Conforms with The American Institute of Architects, A.I.A. Document A312 (2010 Edition)

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Great Western Installations, Inc.
975 S Hwy 89
Logan, UT 84321

SURETY:
(Name, legal status and principal place of business)
Old Republic Surety Company
PO Box 1635
Milwaukee, WI 53201

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Placentia
401 E. Chapman Ave
Placentia, CA 92870

CONSTRUCTION CONTRACT
Date: 08/20/2025

Amount: $ 166,242.56

Description:
(Name and location)
Provide and install shelter at Koch Park, 2210 Valencia Ave, Placentia, CA 92870

BOND
Date: 09/23/2025
(Not earlier than Construction Contract Date)

Amount: $ 166,242.56

Modifications to this Bond: ☑ None ☐ See Section 16

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Great Western Installations, Inc.

Signature: _____
Name and Title: Lewis Painter/Vice President

SURETY
Company: *(Corporate Seal)*
OLD REPUBLIC SURETY COMPANY

Signature: _____
Name and Title: Fernando Madrid/Attorney-in-fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER
Quality 1st Insurance Agency, Inc.
2129 North Main St, Ste A
North Logan, UT 84341

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner. to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion ofthe Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1,5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 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 a declaration of 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.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
		OLD REPUBLIC SURETY COMPANY	
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MATTHEW LEE ROBBINS, FERNANDO MADRID, OF NORTH LOGAN, UT

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31ST day of JULY, 2025.

Assistant Secretary

OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 31ST day of JULY, 2025, personally came before me, Alan Pavlic and Kevin J Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

48-5316

Signed and sealed at the City of Brookfield, WI this 9 day of September, 2025

Assistant Secretary

QUALITY 1ST INSURANCE

Bond No. 7481146

PRINCIPAL

Signed and executed this 23 day of Sept., 2025

By: _____
Signature

Lewis Painter
Printed or Typed

TITLE: Vice-President

State of: Utah)
) ss.
County of: Cache)

There foregoing payment and performance bond was acknowledged before me by Lewis Painter this 23 day of Sept., 2025

Witness my hand and official seal. _____
Notary Public

My commission expires: 12/27/25

Sarauna Openshaw
Notary Public
State Of Utah
My Commission Expires 12/27/2025
722150

SURETY

Signed and executed this 23 day of September, 2025.

By: _____
Signature

Fernando Madrid
Printed or Typed

TITLE: Attorney in-fact

State of: Utah)
) ss.
County of: Cache)

There foregoing payment and performance bond was acknowledged before me by Fernando Madrid this 23 day of Sept., 2025

Witness my hand and official seal. _____
Notary Public

My commission expires: 12/27/25

Sarauna Openshaw
Notary Public
State Of Utah
My Commission Expires 12/27/2025
722150

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 11/13/25 at Oxnard California.

Firm Great Western Installations

Street 975 S. State Hwy 89

City Logan State UT Zip 84321

(Signature)

Tyler Kyriopoulos/President

(Print Name & Title)

EXHIBIT A

SCOPE OF SERVICES

Great Western Installations, Inc
975 S. State Hwy 89
Logan, UT 84321
Cell: 805-910-5971
Office: 435-245-5055
Fax: 435-245-5057
brandon@gwpark.com
www.gwpark.com

08/13/2025
Quote #
115658-01-03

Koch Park Shelter Bid Option 3

Great Western Bid
Attn: All Bidders
United States

Ship to Zip 92870

Qty	Part #	Description	List $	Selling $	Ext. Selling $
2	TS-H1824-04	RCP - 18' x24' Steel Hip Shelters- INCLUDED • Freight • CA Cert Drawings: includes standard RCP foundation design • Frame: powder coated tube steel • Roof Deck: 24-ga. exposed fastener Mega-Rib • Hardware: all required fasteners • Eave Height: 8'-0" ± • Roof pitch: 4:12 • Delivery: to an accessible site	$25,330.00	$22,347.00	$44,694.00
1	APT	RCP - Plate steel templates, HDG anchor bolts- F1554-36 w/washer & nuts.	$1,796.00	$1,796.00	$1,796.00
192	INSTALL	Install - Provide Temporary Fencing- Prevailing Wage.	$8.54	$8.54	$1,639.68
1	INSTALL	Install - Remove & Dispose of Existing Wooden Pergola- Prevailing Wage.	$8,295.00	$8,295.00	$8,295.00
1	INSTALL	Install - Remove & Dispose of Existing Light Post. Cap Electrical- Prevailing Wage.	$1,220.00	$1,220.00	$1,220.00
2	INSTALL	Install - Install 18' x 24' 4-Post Metal Roof Shelter- Prevailing Wage.	$41,465.00	$41,465.00	$82,930.00
8	INSTALL	Install - Construct Shade Column Veneer Pilasters- Prevailing Wage.	$2,260.00	$2,260.00	$18,080.00
1	BOND	Payment and Performance Bond - Payment and Performance Bond	$3,520.00	$3,520.00	$3,520.00
				Sub Total	$162,174.68
				Tax	$4,067.88
				Total	**$166,242.56**

Great Western Installations, Inc
975 S. State Hwy 89
Logan, UT 84321
Cell: 805-910-5971
Office: 435-245-5055
Fax: 435-245-5057
brandon@gwpark.com
www.gwpark.com

08/13/2025
Quote #
115658-01-03

Koch Park Shelter Bid Option 3

Comments

Your Sales Rep is Brandon Seitz. Please reach out to Brandon at 805-910-5971 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

Material Surcharge reflects raw material price increase. Subject to change at time of order.

Site Address:
2210 Valencia Ave
Placentia, CA 92870

Customer to confirm shipping address at time of order

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Permitting not included, unless otherwise noted.

Prevailing Wage.

GREAT WESTERN INSTALLATIONS
Brandon Seitz
Great Western Installations, Inc
975 S. State Hwy 89
Logan, UT 84321
Cell: 805-910-5971
Office: 435-245-5055
Fax: 435-245-5057
brandon@gwpark.com
www.gwpark.com

08/13/2025
Quote #
115658-01-03

Koch Park Shelter Bid Option 3

ACCEPTANCE OF QUOTATION:

Please fill out completely

Billing Entity: City of Placentia
Address: 401 E. Chapman Ave
Placentia, CA 92870
Contact Name: LYDIE GUTFELD / MICHELLE KHZOUZ
Contact Email: lgutfeld@placentia.org / mkhzouz@placentia.org
Contact Phone #: 714-747-4770 /

Shipping Address: Koch Park
2210 Valencia Ave, Placentia, CA 92870
Contact: Edward Rodriguez
Contact Email: erodriguez@placentia.org
Contact Phone #: 714-494-3002

Colors: Per Renderings Yes or No MA

Palette MA

Per Submittals MA

Other Colors, please specify Metal Roof- Evergreen & Powder Coat-Enclosure Beige

Purchase Amount: **$166,242.56**

Signature: _____ **Date:** 8.20.25

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.
DIR #1000028191 CSLB #929912 B & C61/D34

Great Western Installations, Inc
975 S. State Hwy 89
Logan, UT 84321
Cell: 805-910-5971
Office: 435-245-5055
Fax: 435-245-5057
brandon@gwpark.com
www.gwpark.com

08/13/2025
Quote #
115658-01-03

Koch Park Shelter Bid Option 3

TERMS & CONDITIONS:

Remittance Address:
975 S. Hwy 89
Logan, UT 84321

- **PRICING:** Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **PAYMENT TERMS:** Net 30 days subject to approval by Credit Manager. A signed P.O. made out to Great Western Recreation or this signed quotation is required for all orders unless otherwise noted. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Great Western unless otherwise directed.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or as permitted by law) will be added to invoices over 30 days past due.
- **TAXES:** Taxes will be shown as a separate line item when included. Any applicable taxes not shown will be added to final invoice. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.
- **MINIMUM ORDER:** Our minimum order is $50 (USD) Any order less than $5000 requires cash with order or payment by major credit card.
- **SHIPMENT:** Multiple shipments may be required based on point of origin. Above costs assume one shipment for each vendor quoted.
- **DELIVERY:** It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

EXHIBIT B

SCHEDULE OF PERFORMANCE

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

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

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

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

Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than December 2, 2026, unless the parties mutually agree in writing to extend the term.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

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

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

Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.)

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

C. Automobile Liability Insurance

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

D. Contractors Pollution Liability Insurance

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

maintained by them.

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

E. Surety Bonds

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

F. Standards for Insurance Companies

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

G. Documentation

- The Certificate of Insurance shall include the following reference: KOCH PARK PICNIC SHELTER REPLACEMENT, CITY PROJECT #7213
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2025

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 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

Quality 1st Insurance Agency, Inc., an Alera Group Co
2129 North Main St, Suite A
North Logan, UT 84341

CONTACT NAME: Amber Garner
PHONE (A/C, No, Ext): (435)752-0101 FAX (A/C, No): (435)752-2465
E-MAIL ADDRESS: amber@q1ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Owners Insurance Company	32700
INSURER C : Travelers of Illinois (TIL)	25674
INSURER D : James River Insurance Company	12203
INSURER E :	
INSURER F :	

INSURED

Great Western Installations, Inc.
975 S Hwy 89
Logan, UT 84321-5441

COVERAGES **CERTIFICATE NUMBER:** CL254656712 **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 X Pollution Liability X Sexual Abuse & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		CPS8181940	4/9/2025	10/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Occ/Agg	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $ 100,000/300,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			4663077201	10/10/2024	10/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			CXS4048409	4/9/2025	10/10/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-7Y45063A-24-42-G	10/10/2024	10/10/2025	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 Liability			00087628-6	12/6/2024	12/6/2025	Each Claim/Aggregate	$1M/$1M
A	Installation Floater			CPS8181940	4/9/2025	10/10/2025	Limit	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Placentia is an additional insured with respect to General Liability when required by written contract.

CERTIFICATE HOLDER

City of Placentia
401 E 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
Matt Robbins/AMBER1

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

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 any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", 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.

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2. "Bodily injury" or "property damage" occurring after:

   a. 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

   b. 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:**

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

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT WITH YOU (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 any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. 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 exclusion applies:

This insurance does not apply to:

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

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" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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

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

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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EXHIBIT E

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

Initial Review

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

Meet & Confer

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

Mediation

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

Miscellaneous Provisions

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

Agenda Item No: 2.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 2, 2025
Submitted by: Andrew Gonzales
From: Development Services

Subject:
CONSIDERATION OF RESOLUTION NO. R-2025-71, APPROVING DEVELOPMENT PLAN REVIEW NO. DPR 2025-01 AND USE PERMIT NO. UP 2025-02; CONSIDERATION OF RESOLUTION NO. R-2025-74, APPROVING A PURCHASE AND SALE AGREEMENT FOR A PORTION OF CITY PROPERTY; AND, CONSIDERATION OF ORDINANCE NO. O-2025-12, APPROVING DISPOSITION AND DEVELOPMENT AGREEMENT NO. DDA 2025-01 FOR THE DEVELOPMENT OF A FOUR-STORY, 86-ROOM HOTEL AT 450 S. PLACENTIA AVENUE.

Financial Impact:
Fiscal Impact:
Revenue: $179,519.14 Development Impact Fees
$127,444.00 Property Sale
$378,304.97 Annual Estimated Transit Occupancy Tax

Summary:
At the Planning Commission meeting held on November 10, 2025, the Commission voted 3-2-1 (Ayes: 3; Noes: 2; Absent: 1) regarding Resolution No. PC-2025-13, to recommend approval of DPR 2025-01, UP 2025-02, and DDA 2025-01, and to recommend adoption of a Notice of Exemption by making the findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA), as set forth in Title 14 CCR § 15332 (Class 32 – Infill Development Projects), and the City of Placentia Environmental Guidelines. The applications for a Development Plan Review, Use Permit, and Disposition and Development Agreement (DDA) were submitted to allow the development, establishment, and operation of an approximately 42,631-square-foot, four-story, 86-room hotel building with an overall height of approximately 63 feet. The project includes a 24,210-square-foot subterranean and grade-level parking garage with 82 spaces; enhanced landscaping and hardscape improvements; and hotel operations that include the onsite sale and consumption of alcoholic beverages exclusively for registered hotel guests. The development will also feature decorative hardscape and landscape improvements, an outdoor pool area, and associated hotel guest amenities, including the onsite sale and consumption of sealed beer and wine exclusively for hotel guests. The DDA is intended to authorize the sale and transfer of a City-owned parcel to C Y Hospitality, LLC, and to establish the associated terms, conditions, and property owner obligations for the proposed development.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Open Public Hearing, concerning Development Plan Review No. DPR 2025-01, Use Permit No. UP 2025-02, and Disposition and Development Agreement No. DDA 2025-01; and,
2. Receive the Staff Report, consider all public testimony, ask any questions of Staff; and,
3. Close the Public Hearing; and,
4. Adopt Resolution No. R-2025-71, a Resolution of the City Council of the City of Placentia, California, adopting a Notice of Exemption by making the findings that the project is Categorically Exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – Infill Development Projects) and the City of Placentia Environmental Guidelines, and approval of Development Plan Review No. DPR 2025-01 and Use Permit No. UP 2025-02 to permit the development of an approximately 42,631-square-foot, four-story, 86-room hotel building with an overall height of approximately 63 feet, including a 24,210-square-foot subterranean and grade level parking garage with 82 spaces, enhanced landscaping and hardscape improvements; to allow the establishment and operation of a hotel including the onsite sale and consumption of alcoholic beverages exclusively for registered hotel guests within the C-2 (H-65) Zoning District located at 450 S. Placentia Avenue (APN 339-442-04); and,
5. Adopt Resolution No. R-2025-74, a Resolution of the City Council of the City of Placentia, California, approving a Purchase and Sale Agreement for a portion of City property located at the end of the cul-de-sac fronting 450 S. Placentia Avenue and finding the action to be Categorically Exempt under State California Environmental Quality Act (CEQA) Guidelines Section 15332 Infill Development; and,
6. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2025-12, an Ordinance of the City Council of the City of Placentia, California, approving Disposition and Development Agreement No. DDA 2025-01 with CY Hospitality, LLC, to provide relief from certain development standards related to the development of a four-story, 86-room hotel within the C-2 (H-65) Zoning District located at 450 S. Placentia Avenue, Placentia, California (APN 339-442-04).

Strategic Plan Statement:
This item is consistent with the City Council approved Five Year Strategic Goal 3: Promote community and economic development, specifically, Objective Number 3.3: Continue to recruit and attract retail, hotel and other commercial businesses that complement adjacent City assets and attractions (Anaheim Resort District, Cal State Fullerton, OC Vibe and Angel Stadium Projects).

Discussion:
REQUEST:
The applicant, C Y Hospitality, LLC, requests approval of a Development Plan Review (DPR 2025-01), Use Permit (UP 2025-02), and Disposition and Development Agreement (DDA 2025-01), including a General Plan Conformity finding, to allow the development of a four-story, 86-room Tru by Hilton hotel on a 0.49-acre site at 450 S. Placentia Avenue. The project features a 24,210-square-foot subterranean and grade-level parking garage containing 82 spaces, enhanced landscaping and hardscape improvements, and associated hotel amenities including a second-floor deck and the onsite sale and consumption of alcoholic beverages for registered hotel guests. The DDA authorizes the transfer of approximately 6,358 square feet of City-owned remnant public right-of-way (PROW) and provides targeted relief from specific C-2 (H-65) development standards to support functional site design and coordinated hotel

operations.

PROJECT BACKGROUND

The project site is located within a highly urbanized and developed area of the City, surrounded by existing residential, commercial, and industrial land uses. On September 12, 2017, the City of Placentia City Council approved General Plan Amendment No. GPA 2017-03 to change the General Plan Land Use designation from Industrial to Commercial and Zone Change No. ZC 2017-03 from Commercial Manufacturing (C-M) and Manufacturing (M) to Community Commercial (C-2) zoning classification for eight parcels encompassing a total area of approximately 7.3 acres located at the northeast corner of South Placentia Avenue and West Crowther Avenue. Additionally, the City proposed Zoning Code Amendment No. ZCA 2017-04 for the establishment of a Height Overlay for the project site that increased the C-2 height limitation of 35 feet to 65 feet in an effort to attract potential hotel operators. Mitigated Negative Declaration No. MND 2017-03 evaluated potential environmental impacts associated with the aforementioned GPA, ZC, and ZCA in 2017.

During the construction of the Placentia Avenue Grade Separation Project, which lowered South Placentia Avenue beneath the BNSF railway tracks, a remnant portion of the former Public Right-of-Way (PROW) was created adjacent to the subject property. Although the area visually appears to be part of the project site, it remains a separate City-owned portion of PROW and is not legally joined with the applicant's property. The remnant PROW has no current or foreseeable public use. As such, the City is amenable to conveying this surplus PROW to C Y Hospitality, LLC via Resolution No. R-2025-74, and its Exhibit A: the Purchase and Sale Agreement. Ordinance No. O-2026-01, and its Exhibit A: DDA 2025-01 will facilitate the development of the proposed hotel project and to ensure appropriate site consolidation and functional design. In addition, the disposition of a portion of Industrial Way is proposed to maximize buildable area and support a more economically feasible project, consistent with the City's goals for revitalization and efficient land use along the S. Placentia Avenue corridor.

PROJECT DESCRIPTION

Existing Condition

The privately owned project site consists of an approximately 15,160-square-foot vacant and unimproved parcel located at 450 S. Placentia Avenue. The site is bordered by the BNSF Railway corridor to the north and by commercial/light industrial uses to the south and east. A 20-foot-wide BNSF access easement runs along the eastern boundary and must remain unobstructed for railway maintenance and operational access.

Adjacent to the site is an additional 6,358 square feet of City-owned public right-of-way (PROW), consisting of: a remnant portion of South Placentia Avenue created during prior roadway improvements; and a segment of Industrial Way, which is not related to the grade separation project but is proposed for disposition under DDA 2025-01 to enhance site functionality and support the economic feasibility of the hotel project. Although these areas visually appear to function as part of the project site, they remain legally separate and under City ownership. Should the City Council approve DDA 2025-01, the remnant right-of-way would be conveyed to the applicant and merged with the private parcel, resulting in a combined development area of approximately 21,518 square feet.

Site Design

The hotel is centrally located on the parcel with access provided from Industrial Way. An 82-space subterranean and grade-level parking structure supports hotel operations, utilizing

standard, compact, and valet-assisted tandem spaces as authorized under the DDA. Pedestrian pathways provide direct ADA-compliant access from the public sidewalk to the hotel entrance. The Fire & Life Safety Department has approved Alternative Means and Methods (AM&M) confirming that the site design meets emergency access requirements. Landscaping and decorative hardscape will frame the hotel frontage and enhance corridor aesthetics.

Floor Plan
The building is organized vertically with structured parking at the lower levels, lobby and back-of-house facilities on the first floor, guest amenities (dining, fitness, lounge, collaborative spaces) on the second floor, guest rooms on the third and fourth floors, and a rooftop deck offering additional guest amenities. Detailed architectural drawings and floor plans are included in the attached Planning Commission Staff Report.

Architecture, Materials, and Color Palette
The proposed Tru by Hilton hotel features a contemporary geometric design with clean horizontal and vertical lines, incorporating façade projections and recesses that break up building mass and create visual interest. The exterior includes smooth and sand-float stucco in white, gray, and neutral tones, complemented by brand accent colors in blue and yellow. Metal trim and fiber-cement panels provide additional articulation. Window placements, parapet variations, and vertical elements further define the building's form. Overall, the design presents a modern, visually appealing appearance that is compatible with surrounding commercial and industrial uses and enhances the architectural character of the South Placentia Avenue corridor.

Applicable Code Section – Placentia Municipal Code
The project site is zoned C-2 (Community Commercial) with an H-65 Height Overlay, under which new commercial construction requires a DPR and hotel uses require a UP. The DDA is processed pursuant to Government Code § 65867 and governs the transfer of City-owned property, the consolidation of the project site, and limited deviations to setback, lot size, and parking configuration standards. These deviations support coordinated site design and are consistent with the corridor's development context.

Subject Site and Surrounding Land Uses
The project site is an approximately 15,160-square-foot vacant parcel located at 450 S. Placentia Avenue at the terminus of Industrial Way, adjacent to a 20-foot BNSF access easement and bordered by the rail corridor to the north. The surrounding area consists of a mix of commercial, hospitality, and light-industrial uses, including the SpringHill Suites hotel to the north, contractor yards and service-commercial businesses to the south and east, and a neighborhood-serving commercial center across South Placentia Avenue. This corridor has experienced ongoing reinvestment and transitions away from former industrial operations, making the site suitable for lodging uses that complement existing businesses and support continued economic activity along South Placentia Avenue.

ZONING COMPLIANCE ANALYSIS
Site Development Standards
The project substantially complies with applicable C-2 (H-65) development standards. The DDA authorizes limited deviations related to setback requirements, lot area, and tandem parking for valet operations. The proposed building height of approximately 63 feet complies with the maximum permitted height. A complete compliance matrix is included in the Planning

Commission Staff Report.

Other Departments Concerns and Requirements
The Divisions of Planning and Building and the Departments of Public Works, Police, and Fire and Life Safety have reviewed the application and supporting documentation related to the proposed Tru by Hilton hotel project. Each reviewing department provided comments during the course of project evaluation, and no major concerns were identified that would preclude approval of the development as proposed. The Fire and Life Safety Department, in conjunction with the City's Traffic Engineer, reviewed the project from a mobility and emergency access standpoint and approved Alternative Means and Methods for the adjacent right-of-way, confirming that fire apparatus access and circulation requirements are satisfied. All applicable Placentia Municipal Code provisions and interdepartmental recommendations have been incorporated as Conditions of Approval within the draft Planning Commission Resolution, prepared for consideration and recommendation to the City Council.

ISSUES ANALYSIS:
Consistency with the General Plan
The General Plan features policies that promote the reinvestment of underutilized properties while being sensitive to the suburban atmosphere and requires new developments to provide adequate improvements and pay impact fees to offset the demand costs on city services and facilities. The proposed development is consistent with the following Land Use and Economic Development policies of the General Plan at a minimum:

Land Use
Policy 2.4 – Large, contiguous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City suburban atmosphere.

Policy 3.1 – 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.

Policy 3.3 – Provide incentives to encourage lot consolidation and parcel assemblage to provide expanded opportunities for coordinated development.

Policy 10.2 - 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.

Economic Development
Policy 2.1 – Attract general fund revenue-producing business into Placentia when space becomes available. Continue to work with developers to not only bring in enhanced shopping, dining and entertainment opportunities, but also to create aesthetically pleasing developments that bring new jobs to the City.

Policy 4.2 – Focus economic development efforts for growth and new businesses in heavily traveled areas, such as along major transportation corridors.

Policy 7.2 – Increase job opportunities by attracting new businesses to the City.

The proposed project is consistent with the intent of the City's Land Use and Economic

Development Policies by facilitating the comprehensive development of an underutilized property within a major corridor. The project supports Land Use Policy 2.4 by transforming a large vacant parcel through a coordinated development that complements the surrounding suburban environment. It further aligns with Policies 3.1 and 3.3 by contributing to the ongoing revitalization of the City's key commercial corridors and encouraging parcel assemblage to promote cohesive site planning and efficient land utilization. In addition, the project's proximity to Cal State University Fullerton fulfills Policy 10.2 by leveraging nearby educational resources to enhance activity and investment within the corridor.

From an economic standpoint, the proposed development supports Economic Development Policies 2.1, 4.2, and 7.2 by attracting a revenue-producing business that enhances the City's commercial base, creates new employment opportunities, and contributes to the ongoing improvement of a highly visible transportation corridor. Collectively, the project will activate a previously underutilized site, stimulate local economic growth, and enhance the City's visual and fiscal landscape. In doing so, it advances the broader goals of the General Plan by ensuring compatible, high-quality development that benefits both the surrounding neighborhood and the community at large.

Land Use Compatibility
The proposed Tru by Hilton hotel will be compatible with the surrounding area as the development will revitalize an underutilized and vacant property with a 42,631-square-foot, four-story, 86-room hotel on a 21,553-square-foot (0.49-acre) site. The project represents a high-quality infill development within an established commercial and industrial corridor that has historically been underdeveloped due to prior right-of-way constraints associated with the South Placentia Avenue Grade Separation Project. The hotel will cater to the growing market demand for modern, mid-scale lodging accommodations that are centrally located and easily accessible to regional destinations and employment centers.

The project will provide a compatible transition between adjacent commercial and industrial uses, while contributing to the revitalization objectives for the South Placentia Avenue corridor. Its contemporary architectural design, enhanced streetscape, and functional site layout will improve the visual and economic character of the area. Based upon the proposed use, building placement, and integration with adjacent public right-of-way improvements, the project is not anticipated to result in any adverse impacts to surrounding properties and is expected to enhance corridor vitality and economic activity consistent with the City's General Plan and long-term development goals.

HOUSING, COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE
On Wednesday, July 23, 2025, the City Council Housing, Community, and Economic Development (HCED) Committee convened to review the proposed Tru by Hilton hotel development located at 450 South Placentia Avenue. City staff provided an in-depth presentation outlining the project's key components, including the Disposition and Development Agreement (DDA 2025-01), overall site design, vehicular circulation, and architectural features. Staff also discussed the project's relationship to surrounding land uses, the intended conveyance of surplus City-owned PROW, and the requested deviations pertaining to parking configuration and setbacks.

The applicant, C Y Hospitality, LLC, addressed the Committee to describe the project's design intent, hotel brand standards, and operational approach, emphasizing how the project would serve as a modern, mid-scale lodging option that enhances the South Placentia Avenue

corridor. The Committee engaged in a detailed discussion regarding site access, parking management through valet operations, and consistency with the City's broader economic-development objectives.

After reviewing the architectural plans, site circulation layout, and landscape design, the HCED expressed overall support for the project, noting that the proposal represents an appropriate and compatible reuse of a long-vacant infill site. HCED agreed that the project's design and circulation plan are functional, visually appealing, and consistent with the City's goals for corridor revitalization. As a result, HCED conveyed its favorable recommendation to the Planning Commission for consideration of the project entitlements, including the Development Plan Review, Use Permit, and Disposition and Development Agreement.

PLANNING COMMISSION

On November 10, 2025, the City of Placentia Planning Commission held a duly noticed public hearing to consider the proposed Tru by Hilton hotel project and associated entitlements, including: (a) a recommendation to the City Council to adopt a Notice of Exemption pursuant to CEQA Guidelines § 15332 (Class 32 – Infill Development Projects), and (b) a recommendation for approval of DPR 2025-01, UP 2025-02, and DDA 2025-01. The Planning Commission also made findings that the City's disposition of public right-of-way is consistent with the General Plan pursuant to the requirements of California Government Code § 65402.

During the public hearing, staff presented the project's key components, including the proposed site design, circulation and access, architectural features, and the disposition of City-owned remnant right-of-way through the DDA. Public testimony included comments from an adjacent property owner expressing concerns regarding construction staging, parking, and right-of-way disposition. The applicant expressed support for the project and staff's recommendations.

Following deliberation, the Planning Commission voted 3-2-1 to recommend approval of the requested entitlements including the DDA, and recommended adoption of a CEQA Exemption. Subsequent to the Planning Commission hearing, the staff and Planning Commission recommendations related to this development are forwarded to the City Council for final consideration.

CEQA

Staff and the Planning Commission recommend that this project is exempt from the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that this project may have a significant adverse effect on the environment. The proposed development of a four-story, 86-room hotel on an infill site within an urbanized area is consistent with the City's General Plan and Zoning designations. Therefore, the approval of this project is exempt from the requirements of CEQA pursuant to Section 15332 (Class 32 – Infill Development Projects) of the CEQA Guidelines.

PUBLIC NOTIFICATION

Legal notice was published in the Placentia News-Times on November 20, 2025. Notices were sent to property owners of record within a 300-foot radius of the subject property, posted at the Civic Center, and on the City website on November 20, 2025. As of November 24, 2025, staff has not received correspondence related to the latest mailing/posting or publication. Subsequent to distributing legal notices prior to the Planning Commission meeting, Staff received correspondence from an adjacent neighbor expressing concern regarding

construction staging activities, parking impacts associated with the hotel's operation, and the proposed disposition of public right-of-way, including how these factors may affect their property and the type of development being proposed. As of the release of this agenda report, City staff is continuing to correspond with the adjacent property owner and their legal counsel to address these concerns.

CONCLUSION

The proposed project aligns with the City's General Plan and the Placentia Municipal Code (PMC), meeting the City's vision for sustainable growth, economic revitalization, and urban enhancement. The General Plan serves as a blueprint for balanced development, ensuring a harmonious integration of residential, commercial, and public spaces while promoting infrastructure efficiency, environmental sustainability, and community well-being. The HCED support of the project affirms its compatibility with adjacent land uses, supporting the revitalization of an underutilized site and fostering a more dynamic and connected urban environment. The proposed hotel development will expand lodging opportunities within the City, attract tourism-related spending, and strengthen the local economy by supporting nearby businesses and creating new employment opportunities. Planned site and streetscape improvements, including pedestrian-friendly enhancements and a contemporary architectural design, will contribute positively to the visual character and long-term vitality of the surrounding area. By adhering to the development framework set forth in the General Plan and Placentia Municipal Code, the project promotes economic sustainability, and enhances the City's hospitality offerings as part of its continued revitalization efforts consistent with the General Plan.

RECOMMENDATION

Staff recommends that the City Council adopt a Notice of Exemption by making the findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – Infill Development Projects) and the City of Placentia Environmental Guidelines; and staff recommends approval of DPR 2025-01 and UP 2025-02, and the purchase and sale agreement and approval of DDA 2025-01 with C Y Hospitality, LLC.

Fiscal Impact Summary:

The proposed development will generate one-time revenue in the form of approximately $179,519.14 in development impact fees and $127,444.00 from the sale of City-owned property under DDA 2025-01. Ongoing revenue will be produced through the City's ten (10) percent Transient Occupancy Tax (TOT). Based on the applicant's projections for occupancy and average daily room rates, the proposed hotel is anticipated to generate approximately $378,304.97 in annual TOT revenue. In addition to these revenues, the project is expected to create permanent hospitality jobs and temporary construction-related employment, resulting in additional positive economic benefits to the City.

Attachments

1.R-2025-71 DPR UP.docx
2.R-2025-74 approving purchase and sale agreement.docx
2.a.R-2025-74 Ex. A purchase and sale agreement.docx
3.O-2025-12 Development Agreement.docx
4. CE Justification Memo & Studies.pdf
5. PC Staff Report Tru Hilton.pdf
6. Project Plans - Tru Hotel.pdf

7. Colors Materials Board.pdf
8. Vicinity Map.pdf
9. Site Pictures.pdf

RESOLUTION NO. R-2025-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADOPTING A NOTICE OF EXEMPTION BY MAKING THE FINDINGS THAT THE PROJECT IS CATEGORICALLY EXEMPT PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SET FORTH IN TITLE 14 CCR § 15332 (CLASS 32 – INFILL DEVELOPMENT PROJECTS) AND THE CITY OF PLACENTIA ENVIRONMENTAL GUIDELINES, AND APPROVAL OF DEVELOPMENT PLAN REVIEW NO. DPR 2025-01 AND USE PERMIT NO. UP 2025-02 TO PERMIT THE DEVELOPMENT OF AN APPROXIMATELY 42,631-SQUARE-FOOT, FOUR-STORY, 86-ROOM HOTEL BUILDING WITH AN OVERALL HEIGHT OF APPROXIMATELY 63 FEET, INCLUDING A 24,210-SQUARE-FOOT SUBTERRANEAN AND GRADE LEVEL PARKING GARAGE WITH 82 SPACES, ENHANCED LANDSCAPING AND HARDSCAPE IMPROVEMENTS; TO ALLOW THE ESTABLISHMENT AND OPERATION OF A HOTEL INCLUDING THE ONSITE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES EXCLUSIVELY FOR REGISTERED HOTEL GUESTS WITHIN THE C-2 (H-65) ZONING DISTRICT LOCATED AT 450 S. PLACENTIA AVENUE (APN 339-442-04)

A. Recitals.

WHEREAS, Yagnesh ("Yogi") Patel, representing "C Y Hospitality, LLC" ("Applicant" hereinafter), located at 450 S. Placentia Avenue, filed an application for approval of Development Plan Review No. DPR 2025-01, Use Permit No. UP 2025-02, and Disposition and Development Agreement No. DDA 2025-01, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject entitlement requests are referred to as the "Applications".

WHEREAS, on November 10, 2025, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, and recommending approval to the City Council of the City of Placentia, approval of DPR 2025-01 and UP 2025-02 for the project located at 450 S. Placentia Avenue.

WHEREAS, the Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public regarding the C Y Hospitality, LLC application for Development Plan Review, Use Permit, and Disposition and Development Agreement applications.

WHEREAS, the proposed project would allow the development, establishment, and operation of an approximately 42,631-square-foot, four-story, 86-room hotel building with an overall height of approximately 63 feet, including a 24,210-square-foot subterranean and grade level parking garage with 82 spaces, enhanced landscaping and hardscape improvements; to allow the establishment and operation of a hotel including

the onsite sale and consumption of alcoholic beverages exclusively for registered hotel guests.

WHEREAS, on or about November 20, 2025, the City provided notice of public hearing for the City Council's consideration and approval of the aforementioned entitlements.

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

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

Section 1. The City Council of the City of Placentia hereby finds, based on substantial evidence in the record and its independent judgment, that DPR 2025-01 and UP 2025-02 are categorically exempt under CEQA guidelines sec. 15332, Class 32 (Infill Development Projects) categorical exemption pursuant to CEQA Guidelines §15332. Said determination has been prepared in compliance with the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (Title 14, Cal. Code Regs., §15000 et seq.), and the City of Placentia Environmental Guidelines, and the City Council has reviewed and considered all information in the record related to the environmental determination for the applications. City Staff shall file a Notice of Exemption in the time frame required by law.

Section 2. Development Plan Review. The development meets the overall requirements of PMC Section 23.36 of the Zoning Code ("C-2" – Community Commercial District), PMC Section 23.61 (Height Overlay Districts), and PMC Section 23.75 (Development Plan Review), with the exception of specific development standards from which relief is granted through the DDA. As such, the City Council finds as follows:

a. The project meets or exceeds the criteria established in PMC Section 23.75.020 because the hotel development meets all minimum and maximum development requirements required for the project with the exception of specific development standards from which relief is granted through the DDA; and

b. Conditions of Approval have been prepared as necessary to prevent: (A) detriment to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (B) injurious to the property or improvements within the neighborhood or within the city, and;

c. The proposed development will be consistent with the latest adopted general plan as the hotel development will establish a vibrant commercial use on an undeveloped and underutilized site within an underlying commercially

designated land use area, thereby furthering established policies located within the General Plan; and

d. Conditions necessary to secure the purposes of Section 23.75.020, including guarantees and evidence of compliance with conditions, are made part of the development approval to lessen potential impacts and enhance the functionality of the subject site.

Section 3. Use Permit. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Applications, including written staff reports, verbal testimony and development plans, in accordance with PMC Section 23.36.040 (Uses Permitted Subject to Obtaining a Use Permit) for the development, establishment, operation of a hotel and PMC Chapter 23.87 (Use Permits). As such, the City Council finds as follows:

a. 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 because the hotel development is a conditionally permitted use within the C-2 Zoning District and has been designed minimize and potentially adverse impacts onto sensitive land use receptors within the surrounding area, or (B) injurious to the property or improvements within the neighborhood or within the city as the proposed hotel location is within an established urbanized area and is properly buffered to nearby uses with streets and railways, thereby minimizing any potential impacts onto nearby properties; and

b. The proposed use will be consistent with the latest adopted general plan as the proposed project is a commercial use that is supported by the underlying General Plan Land Use designation of “Commercial”, including established policies; and

c. 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.

Section 4. The City Council shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 2nd day of December, 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 2nd day of December 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

Attachment A: Conditions of Approval for Development Plan Review No. DPR 2025-01 & Use Permit No. UP 2025-02

Attachment "A"
Special Conditions of Approval and Standard Development Requirements for Development Plan Review No. DPR 2025-01 & Use Permit No. UP 2025-02
450 S. Placentia Avenue (terminus of Industrial Way, east of South Placentia Avenue and north of West Crowther Avenue)

SPECIAL CONDITIONS

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

ALL THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE DEVELOPMENT PLAN REVIEW TO CONTINUE IN GOOD STANDING.

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. DPR 2025-01 and UP 2025-02 are valid for a period of twenty-four (24) months from the date of final determination, unless extended pursuant to Placentia Municipal Code (PMC) Section 23.75.080 and PMC Section 23.87.080. If the development or use approved by this action is not established by obtaining Building Permits within such a period of time, this approval shall be terminated and shall be null and void, unless an extension is applied for and approved.

2. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation of said action by the City of Placentia Planning Commission.

3. The applicant shall comply with all provisions of DDA 2025-01 as approved by the Placentia City Council, including any City Council approved amendments to DDA 2025-01.

4. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse

financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

5. Any significant modifications to the approved site plan, floor plans, and elevation plans, including any modifications which will change, expand or intensify the use(s) shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the City of Placentia Planning Commission or may be approved administratively by City staff.

6. The applicant shall comply with all provisions of DDA 2025-01 as approved by the Placentia City Council, including any City Council approved amendments to DDA 2025-01.

7. The final action of DPR 2025-01 and Use Permit 2025-02 shall be contingent upon final approval of Disposition and Development Agreement No. DDA 2025-01. In the event the DDA is denied, approval of any of the aforementioned entitlements shall be deemed to be null and void.

8. The applicant shall comply with all provisions of the PMC, including Chapter 23.76, Noise Control.

9. All at-grade and roof-mounted mechanical equipment shall be screened from public view to the satisfaction of the Development Services Director.

10. The applicant and/or property owner(s) shall be responsible for maintaining their respective properties, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris, and litter. Graffiti shall be removed by the applicant/business owner(s) within 72 hours of defacement and/or upon notification by the City.

11. All trash and waste bins shall be stored within the designated trash enclosure located inside the parking garage/structure, the design, placement, and construction of which shall be subject to review and approval by the Director of Development Services. The operational aspects of refuse collection and pick-up services shall be subject to review and approval by Republic Services to ensure compliance with all applicable operational, accessibility, and safety standards. All trash enclosure gates shall remain closed at all times, except during authorized disposal and collection activities. Refuse collection shall occur on a regular and consistent schedule to the satisfaction of the Director of Development Services.

12. Prior to any modification of the floor plans that would affect parking as stipulated in the zoning code, the applicant shall obtain written approval from the Director of Development Services or his/her designee.

13. At the request of the Director of Development Services, applicant and/or property owner will provide a Parking Management Plan at their own expense to be reviewed by the Director of Development Services to remedy any parking concerns that may arise with the project. The staff review of the parking management plan will be at the expense of the property owner/property management company.

14. Prior to construction, demolition, and/or grading the applicant comply with the following:

    a. Applicant/builder shall comply with all applicable Water Quality Management Plan (WQMP) requirements and Best Management Practices (BMPs) to control pollutant run-off from the subject site during construction.

    b. Applicant/Builder shall establish a rodent abatement program prior to construction on the property, or before any other on- or off-site work. A detailed description of how this program will work shall be submitted to the City Planning Division for approval prior to obtaining a demolition, grading, or building permit.

    c. The applicant shall submit an application for a Lot Line Adjustment (LLA) to the Development Services Department to consolidate the project site (APN 339-442-04) with the adjacent former right-of-way parcels along South Placentia Avenue and Industrial Way. The LLA shall be reviewed, approved, and fully executed in compliance with applicable local and State Subdivision Map Act requirements. The approved LLA shall be recorded with the Orange County Recorder's Office prior to the issuance of any building permit. This condition may be satisfied by the submission and processing of a different application with an equal outcome including but not limited to a Parcel Map. If an alternative instrument to a LLA is utilized to consolidate the entire project site as one parcel, that instrument shall be recorded with the Orange County Recorder's Office prior to the issuance of any building permit.

15. Prior to the issuance of building permits, the applicant shall comply with the following:
    a. All applicable provisions of the Placentia Municipal Code (PMC) shall be met prior to issuance of Building Permits and shall be adhered to at all times.
    b. Applicant/builder is responsible, at its sole cost and expense, to cause all cable, telephone, electrical, and other utility services serving the property to be placed underground within the subject site. Applicant/builder shall submit a separate utility plan for each such utility service. The utility plan shall indicate the precise location of all cable, telephone, electrical, and other utility services serving the property and their points of connection at the building(s) and the public right-of-way.

c. Prior to the submittal of the utility plans to the City, the plans shall be reviewed and approved by the utility companies. Evidence of approvals shall be in the form of a signed and dated approval stamp and/or approval letter. If the precise locations of future utility services cannot be reasonably ascertained prior to the issuance of building permits, upon prior written approval of the Director of Development Services, prior to issuance of a certificate of occupancy, the applicant/builder shall provide the City with "as-built" plans showing the precise locations where all cable, telephone, electrical, and other utility services serving the property were placed underground within the subject site, as well as their connection points.

d. Except as otherwise noted, the project plans shall be submitted for review and certification for inclusion into the entitlement file by the Director of Development Services and shall include the following information:

   i. All Special Conditions of Approval and Standard Development Requirements of DPR 2025-01 and UP 2025-02. Include any project revisions on applicable sheets of the project plans. Additionally, include separate sheets with approved Special Conditions of Approval and Standard Development Requirements to be printed verbatim on one of the first three pages of all the working drawing sets used for issuance of building permits (architectural, structural, electrical, mechanical, and plumbing) and referenced in the sheet index. The minimum font size shall be 12-point.

   ii. Typical cross-section views and details through the property and across each property line as directed by the Director of Development Services.

   iii. Location of transformers, meters, and other aboveground appurtenances.

   iv. The developer shall submit for City approval a Construction Staging Plan that indicates how safe vehicular and pedestrian access to the site will be maintained for the duration of the construction period. The construction staging plan shall include measures such as, but not limited to, the following:

      1. A telephone number and the name of a contact person for registering complaints or comments shall be posted in a clearly visible manner along the perimeter of the site.
      2. A flag person shall be employed to direct traffic whenever construction vehicles enter or exit the project site or construction staging area, at the discretion of the Director of Development Services.
      3. Alternate pedestrian routes to the site shall be clearly delineated with safe access to and from the site.
      4. If any sidewalk is blocked during construction, alternate routes for pedestrians and bicycles shall be clearly marked with signs approved by the City.

5. All access points shall be clearly marked during construction, and if an access point is blocked during construction, a detour sign to an alternate access point shall be clearly posted.
6. A detailed timeline outlining the course of drilling, grading, and construction work that will take place on the property.
7. The Construction Staging Plan shall include a Construction Parking and Egress Management Plan detailing how all construction worker parking, delivery truck staging, and material deliveries will be managed. All construction-related vehicles, including trucks and worker vehicles, shall be parked and staged entirely onsite. Under no circumstance shall construction vehicles or equipment be parked, idled, or staged along Industrial Way or any adjacent public or private right-of-way areas in a manner that impedes access, circulation, or the ongoing operations of neighboring businesses or properties. The plan shall clearly identify designated onsite parking, staging, and loading/unloading areas and provide a schedule for deliveries to minimize congestion during peak business hours. The Construction Parking and Egress Management Plan shall be subject to review and approval by the Director of Development Services and the Director of Public Works prior to the issuance of any grading or building permit.

v. Any easement(s) that are encumbered by the placement of the hotel building shall be revised to the satisfaction of the corresponding easement holder(s) and subsequently recorded on the subject property. A copy of said recordation shall be submitted to the City for inclusion in the entitlement file.

e. The applicant must follow the procedure for approval under the MWELO for all proposed landscaping on the subject site. A MWELO procedure and approval package is available from the front counter in the Development Services Department.

f. Developer shall pay in full to the City of Placentia all applicable citywide Development Impact Fees adopted by and set forth in City Council Ordinance O-2017-10 prior to issuance of the first building permit.

g. Developer/Applicant shall pay all applicable fees to the Placentia-Yorba Linda School District (PYLSD) and Placentia Library District prior to issuance of building permits.

h. An exterior lighting (photometric) plan showing location, type of fixtures, and areas of illumination shall be submitted and reviewed for compliance with City standards and the PMC. Lighting shall neither negatively impact adjacent properties nor the public right-of-way subject to the review and approval by the Development Services Director.

i. Complete landscape and irrigation plans subject to the review and approval of the Development Services Director.

16. Prior to issuance of building final approval, the applicant shall provide the following:

a. Developer and/or property owner agrees to approve the incorporation of the project into the Landscape Maintenance District No. LMD 1992-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation shall be fully completed prior to issuance of any Certificate of Occupancy.
b. Developer and/or property owner agrees to approve the incorporation of the project into the Street Lighting District No. SLD 1981-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation shall be fully completed prior to issuance of any Certificate of Occupancy.
c. Developer and/or property owner agrees that the City may, at its sole election, require that, instead of annexing into SLD 1981-01 and/or LMD 1992-01, the project shall be incorporated into a Community Facilities District (CFD) to be created by the City pursuant to California Government Code Section 53311, et seq., the purpose and assessment structure of which shall be substantially similar to those of SLD 1981-01 and/or LMD 1992-01. Developer and/or property owner agrees to approve the incorporation of the project into said CFD.
d. The building cannot be occupied, the final Certificate of Occupancy cannot be approved, and utilities cannot be released until the following is completed for each respective portion of the property:
    i. The property owner(s) and/or their successor(s) willfully agree to annex into those district(s) for the project area identified by Condition Nos. “a” and “b” above. If any of the subject property is sold prior to annexation into the three districts, the future property owner(s) must complete the annexation process and no Certificate of Occupancy shall be issued prior to completion of annexation.
    ii. Developer/property owner shall pay in full to the City of Placentia, all applicable citywide Development Impact Fees required pursuant to the Placentia Municipal Code, prior to issuance of the first development permit or building permit as specified by the Placentia Municipal Code.

17. Prior to the issuance of a Certificate of Occupancy, the applicant shall submit a detailed Valet Parking Operations Plan to the satisfaction of the Director of Development Services, in concert with the review and approval by the City’s Traffic Engineer and/or their designee as determined by the Director of Public Works. The plan shall include, at a minimum, the number of attendants, hours of service, method of key control, vehicle storage logistics, traffic flow diagrams, and staging locations to ensure safe and efficient vehicular movement within the site and adjacent public rights-of-way. The Valet Parking Operations Plan shall be implemented as approved and shall remain in continuous effect for the duration of the hotel’s operation.

    In the event that valet service is suspended, discontinued, or otherwise ceases operation, the property owner and/or operator shall immediately notify the City in writing and implement a temporary self-parking arrangement acceptable to the

Director of Development Services and Traffic Engineer. The amount of available parking provided on-site during such suspension shall be evaluated in accordance with Placentia Municipal Code Chapter 23.78 (Off-Street Parking) and may result in a temporary limitation on the number of hotel rooms that are permitted to be occupied or reserved until valet operations are restored or an alternative parking arrangement acceptable to the City is approved.

If temporary parking cannot be accommodated in a manner that satisfies City parking requirements or results in parking spillover impacts, the City may, at its discretion, require that hotel operations be suspended until valet operations are reinstated or an alternative parking arrangement acceptable to the City is approved.

Failure to maintain the approved valet parking service in accordance with this condition shall constitute grounds for modification or revocation of project entitlements.

DEVELOPMENT SERVICES DEPARTMENT – BUILDING DIVISION:

18. The subject project, upon submittal of plans for building plan check, shall be in full compliance with the latest adopted California Building Standards Codes (Title 24, California Code of Regulations) as adopted and amended by the City of Placentia, including but not limited to the California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Energy Code (Title 24, Part 6), California Green Building Standards Code (CALGreen, Part 11), and all applicable accessibility and local amendments.

19. All required submittals shall be prepared, signed, and sealed by California-licensed design professionals as required by State law, including architects, structural engineers, civil engineers, mechanical engineers, electrical engineers, and geotechnical engineers, as applicable.

    a. The Building Division requires the submittal of three (3) complete sets of plans and supporting documents for building plan check review. The submittal package shall include, but not be limited to, the following:

        i. Complete architectural, structural, mechanical, plumbing, and electrical plans, including compliance with the California Green Building Standards Code and State of California Title 24 Energy Standards, along with approved precise grading plans for the hotel and subterranean and grade level garage.

        ii. Two (2) complete sets of structural calculations for the hotel building and the subterranean and grade level garage, signed and sealed by the California-licensed structural engineer of record.

        iii. Two (2) complete sets of sealed and signed geotechnical

investigation reports, prepared by a California-licensed geotechnical engineer. All foundation plans, details, and soil specifications shall be signed and sealed by the same geotechnical engineer.

20. All structural plans shall clearly specify required structural observations and special inspections in accordance with the latest adopted California Building Code. A list of all required inspections and responsible parties shall be included on the structural sheets prior to plan approval.

21. Any changes or deviations from the approved construction plans during the course of construction shall require the submittal of revised plans. Such revisions shall be prepared, signed, and sealed by the original design professionals of record and submitted in two (2) complete sets to the City's Building Division for review and approval prior to implementation in the field.

PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION:

General Requirements:

22. The following items are required for plan check:

    a. Grading plan.

    b. Geotechnical report.

    c. Water Quality Management Plan (WQMP) in the form and content per the City's WQMP template.

    d. Improvement Plan and Utility Plan.

23. Applicant must fill out and submit a Red Imported Fire Ant-pest Exclusion Program(RIFA) Form to California Department of Food and Agriculture and provide the City of Placentia copy of the approved form.

24. Provide Signature block for City Engineer: License Number: C82756.

25. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection and removal of the existing utilities, vaults and meters. It is also the applicant's responsibility to notify the Public Works and Building Inspection Division to inspect and to ensure that these utilities have been properly disconnected

26. Provide details for the new driveway and the sidewalks per the City of Placentia Standards (OC Standard Plans) and the latest Standard Specifications of Public Works Contraction (The Green Book). All new and existing sidewalks and driveways will have to be ADA compliant and replaced from joint to joint over the entire frontage of the parcel. Applicant must hire a CASp consultant to certify all ADA Improvements, per the latest ADA requirements for design, construction and

obtain a final CASp certification for all ADA ramps and pathways within the public right-of-way.

27. Prior to issuance of Certificate of Occupancy or building final, all existing and new utilities including electric power, telephone, telecommunication fiber and/or cable TV in the street adjacent to and on-site shall be placed underground in accordance with the City of Placentia standards and ordinances. All existing utility poles and associated overhead utility lines located along the project/property frontage shall be removed.

28. Prior to issuance of a Certificate of Occupancy, the engineer of record shall submit all approved project plans on an approved electronic format to the Public Works Department. If the required files are unavailable, the applicant shall pay a scanning fee to cover the cost of scanning the as-built plans.

29. Applicant agrees to annex itself into the City's existing Public Safety Services CFD 2014-01 as a condition of approval and prior to receiving a grading permit.

Sewer Line Improvements and Construction:

30. Sewer flow calculations justifying pipeline design and connection to the main shall be prepared by a registered civil engineer and submitted as a part of an improvement plan for approval by the City Engineer. Provide sewer capacity analysis to evaluate the proposed sewer flow rates into the City sewer system using current flow rate and for pipeline capacity availability.

31. Provide details for sewer capping and connections.

Storm Drain Improvements and Construction:

32. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the Public Works Director.

33. Provide Hydrology/Hydraulic Calculations and show the drainage and runoff to the street. Prior to the approval of the improvement plans, the hydrology study shall show that the 25-year storm flow will be contained within the street from curb to curb and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria are exceeded, additional drainage facilities shall be installed. All analysis shall comply with the Orange County Hydrology Manual and County Local Drainage Manual and be subject to review and approval by City Engineer.

34. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site.

35. The storm drain design, and improvements shall be consistent with the WQMP and Hydrology/Hydraulics Report.

36. The hydraulics and hydrology report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, BMP treatment and LID, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood per the Orange County Hydrology Manual. If the quantities exceed the existing downstream capacity, the developer shall provide adequate drainage facilities to mitigate the impact as approved by the City Engineer.

37. The post development peak flow rate generated from the project site shall be less than or equal to the predevelopment peak flow rate from the site for all frequency storms up to and including 100-year return.

Public Improvements and Construction

38. Existing pavement conditions are determined unsuitable due to cracking, irregular surface, age, water damage, and/or failure to meet structural section to support the new development. The applicant shall provide street resurfacing from the center along the full length of proposed area of work (grind to a depth of 2-inch and 2-inch overlay of rubberized asphalt) with the exclusion of trenching requirements.

39. Prior to issuance of the occupancy permit, all new public improvements shall be constructed satisfactorily to City Standards.

Grading:

40. Provide volumes of cut and fill on the grading plan.

41. The development site shall be graded to drain surface water to the existing City storm drain system with no cross-lot drainage permitted. Drainage shall be indicated on the precise grading plans.

42. Prior to approval of the final design plans and issuance of a grading permit, the applicant shall conduct a site-specific geotechnical investigation for the entire site and prepare a report that fully assesses the geologic and soil conditions of the site. As part of the report preparation, soil sampling and any geotechnical testing will be completed at each location where structures are to be erected. The report shall provide grading and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures. The recommendations shall be implemented by the Applicant.

43. Prior to issuance of a grading permit, the applicant shall prepare a water quality management Plan (WQMP) specifically identifying the Best management practices (BMP'S) that will be used on site to control predictable pollutant runoff. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP) and LID Implementation Guideline. Website available at

(https://ocerws.ocpublicworks.com/service-areas/ocenvironmental-resources/ocwatersheds/documents/drainage-area-management-plan-7). Particular attention should be addressed to the appendix section "Best Management Practices for Development." The WQMP shall clearly show the location of structural BMP's and assignment of long-term maintenance responsibilities (which shall also be included in Maintenance agreement). The plan shall be prepared to the general form and content show in the city of Placentia's WQMP template and shall be submitted to the city engineer for review and approval. website available at (http://www.placentia.org/index.aspx?nid=262). WQMP shall include a feasibility check to ensure the proposed infiltration BMPs are not proposed to be within 100 feet horizontally of a water supply well and/or non-potable well for the protection of groundwater quality per Orange County TGD.

44. Prior to the issuance of grading permits, the applicant shall prepare and submit a precise grading plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion control, slope easements, structural best management practices (BMPs) conforming to the approved water quality management plan, and other pertinent information. The project development shall accept and make provisions for the existing surface water that are the natural flows from the adjacent properties immediately abutting to the development site. Provide a site plan showing that the new building footprint will be completely outside of the easement areas.

45. Provide a Bond Estimate for all improvements. Performance and Labor/Material bonds shall be required prior to issuance of grading permit.

46. The site grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency with each other and for consistency with the requirements and standards of the City of Placentia.

47. All parking, common, and storage areas shall be lighted to maintain a minimum of 1-foot candle power. These areas should be lighted from sunset to sunrise and be on photo censored cell.

48. Prior to the issuance of a grading permit, erosion control plans and notes shall be submitted and approved by the Engineering Division of Public Works Department.

Street Vacation:

49. Street vacation shall follow procedures of Part 3 California Streets and Highways Code. Industrial Way is eligible for a summary vacation as per Subsection 8334.5 of the California Streets and Highways Code. Street vacation procedure shall be per Chapter 4 Article 2 of the California Streets and Highways Code Part 3.

50. Submit a transmittal letter with the following submittal package:

    a. 8.5 x 11" Plat showing the bearings and distances of the area to be

vacated, signed and sealed by a licensed land surveyor. The Plat shall be precise and illustrate the legal description of the area to be vacated.

b. Legal description of the area to be vacated on 8.5 x 11" paper, signed and sealed by a licensed land surveyor.

c. Current title report of the property to be vacated.

d. Traverse Calculations of the area to be vacated.

POLICE DEPARTMENT:

51. The applicant, property owner, and their successors in interest shall comply with all applicable provisions of the Placentia Police Department Standard Building Security Requirements for Non-Residential Buildings (May 2025), as adopted by the Chief of Police pursuant to California Penal Code Section 14051. Said document, in its entirety, is hereby incorporated by reference as though fully set forth herein and shall constitute binding conditions of approval applicable to the hotel development project.

Prior to the issuance of any building permit, plans shall be submitted to the satisfaction of the Chief of Police and the Director of Development Services demonstrating conformance with all applicable standards contained therein, including but not limited to provisions governing building access, lighting, parking areas, emergency response access, construction site security, and closed-circuit video surveillance systems.

Any modification, deviation, or waiver from the adopted Standard Building Security Requirements shall require the prior written consent of the Chief of Police, whose determination shall be final unless otherwise appealed in accordance with the procedures set forth in the Placentia Municipal Code.

Failure to maintain compliance with the approved standards and any subsequently authorized modifications shall constitute a violation of this approval and may result in the suspension or revocation of project entitlements pursuant to Chapter 23.87 of the Placentia Municipal Code.

PLACENTIA FIRE & LIFE SAFETY DEPARTMENT:

52. Prior to the issuance of building permits, the following shall occur:

a. Placentia Fire & Life Safety Department at time of plan or permit submission will charge certain fees for plan review and inspections. Fees will be determined at the time of plan review and/or inspections.

b. The proposed project shall comply with the applicable codes and standards of Title 24, Part 1-12.

c. A Fire Master Plan shall be submitted and designed in accordance with PFLSD Fire Department Access and Water Requirements for Commercial and Residential Development Guideline, adopted as an amendment to the 2022 California Fire Code. Fire access and water plans shall specifically address and/or include, but aren't limited to, the following:

i. Roadways shall be extended to within one hundred and fifty feet (150) feet of all portions of the exterior walls as measured by an approved path of travel. An approved turnaround shall be provided when the roadway exceeds one hundred and fifty (150) feet as directed by Placentia Fire & Life Safety Department.

ii. The proposed development, at time of initial review, encroaches into the existing fire apparatus turnaround area. Revise the plans and demonstrate a turnaround area that is not under the cantilevered portion of the building. Fire lanes or turnaround areas under buildings are not accepted.

iii. Plans shall indicate that, for firefighter safety during an incident, buildings of this type and height shall maintain 20-30 feet, measured from the base of the building to the inside edge of the fire lane at Industrial Way. The inside edge of fire access roadways serving multistory buildings should be located no closer than 10-30 feet from the building, the actual distance being a function of overall building height with consideration given to building construction, presence of openings, and other potential hazards.

iv. Civil plans shall include road cross sections meeting the requirements for a fire lane, including but not limited to, weight rating, minimum road width of 20 feet, and a 25 ft inside and 45 ft outside turning radius.

v. Show the locations of all public hydrants on the surrounding streets.

vi. Provide a 150 ft hose pull exhibit on the site plan/fire master plan.

vii. Resuce windows are required in sleeping rooms of R occupancies. Show the location of all rescue windows and ladder pads on the fire department access plan.

53. Prior to construction, the following shall occur:

a. Fire access roadways shall be in place, maintained unobstructed, and drivable by fire apparatus throughout the construction process. Fire access roadways shall be designed in accordance with the Placentia Fire and Life Safety Fire Department Access and Water Requirements for Commercial and Residential Development.

b. Any gate or barrier across a fire access roadway, whether manual or automatic, must meet the Placentia Fire & Life Safety Department requirements and have specific plans and permits approved prior to installation. Knox brand key-operated electric key switch keyed to Placentia Fire & Life Safety Department specifications are required. The Knox switch shall override all gate functions and open the gate.

c. A water flow test shall be completed and confirmed by the applicable water district. Provide hydrant flow information on PFLSD Water Availability form on all applicable plans.

d. Prior to combustibles being brought onsite, all applicable fire hydrants shall be in service and capable of providing the required fire flow.

54. Prior to occupancy, the following shall occur:

a. Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system is required. The system shall comply with NFPA 13 Standards for Automatic Fire Sprinkler Systems. Plans shall be submitted to the Placentia Fire and Life Safety Department for review and approval in electronic format.

b. Prior to Fire Department clearance for occupancy, an automatic fire alarm system is required. The system shall comply with NFPA 72 Standard for Fire Alarm Systems. If such a system is required, plans shall be submitted to the Placentia Fire and Life Safety Department for review and approval in electronic format.

c. Prior to final inspection or occupancy, portable fire extinguishers are required to be installed as directed by Placentia Fire & Life Safety Department Community Risk Reduction staff. The size, location, and markings shall be illustrated on the floor plan of the construction documents. Prior to installation the client is directed to request a fire inspection to confirm the locations of the fire extinguishers due to field changes with business systems that could conflict with the construction documents.

d. Knox emergency access key box is required within 10 feet of the main address or as approved by Placentia Fire & Life Safety. Premise keys for all buildings and areas shall be marked and placed in the box prior to final inspection to ensure emergency access. The building owner/occupants shall provide replacement keys whenever locks are changed.

e. Permanent street numbers, meeting the City's requirements, shall be provided on the address side of the building at the highest point and furthest projection of the structure.

f. An emergency responder communication coverage system is required. Alternatively, testing proving adequate communication within the building, meeting the requirements of emergency responder communications, may be submitted for review.

g. Provide plans as a PDF file for pre-fire planning use by the fire department. Information shall include locations of all exits, stairwells, and roof access. Also, the location of fire hydrants, fire department connections, post indicator valves, backflow prevention, gas, electrical, water, fire sprinkler risers and standpipe valves and shutoffs, and elevator and electrical equipment rooms, fire alarm panels, and remote annunciators. The symbols used for the pre-fire plan must be obtained from Placentia Fire & Life Safety Department.

RESOLUTION NO. R-2025-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING A PURCHASE AND SALE AGREEMENT FOR A PORTION OF CITY PROPERTY LOCATED AT THE END OF THE CUL-DE-SAC FRONTING 450 S. PLACENTIA AVENUE AND FINDING THE ACTION TO BE CATEGORICALLY EXEMPT UNDER STATE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES SECTION 15332 INFILL DEVELOPMENT

WHEREAS, CY Hospitality LLC, a California limited liability company, ("Buyer") has proposed development of a hotel to be constructed at approximately 62 feet tall, with 86-guestroom keys, approximately 42,631 sq. ft. of total buildable area, approximately 24,210 sq. ft. of parking area, 82 parking spaces and 545 sq. ft. of lobby area (the "Hotel"); and

WHEREAS, Buyer has proposed that Project be developed on property consisting of the City Property and the land located at 450 S. Placentia Avenue; and

WHEREAS, Buyer is an experienced developer of hotel projects;

WHEREAS, subject to the terms and conditions of Purchase and Sale Agreement, (i) City has agreed to sell the City Property to Buyer, and (ii) Buyer has agreed to (a) buy the City Property from City, (b) construct the Project on the Master Site, and (c) develop and operate the Hotel.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Placentia, as follows:

Section 1. All procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the project is categorically exempt under CEQA guidelines sec. 15332, Class 32 (Infill Development Projects) categorical exemption pursuant to CEQA Guidelines §15332. Said determination has been prepared in compliance with the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (Title 14, Cal. Code Regs., §15000 et seq.), and the City of Placentia Environmental Guidelines, and the City Council has reviewed and considered all information in the record related to the environmental determination for the applications. City Staff shall file a Notice of Exemption in the time frame required by law.

Section 2. The City Council of the City of Placentia hereby approves, and directs the City Administrator to execute, an agreement for the sale of City property, located at the end of the cul-de-sac fronting 450 S. Placentia Avenue, and execute all other necessary and related documents required to complete the transaction, between the City of Placentia and

Buyer in substantially the form of Exhibit A, attached hereto and by this reference incorporated herein.

Section 3. Effective Date. This Resolution shall take effect upon adoption.

APPROVED and ADOPTED this 2nd day of December 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 2nd day of December 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: Purchase and Sale Agreement For A Portion Of City property located at the end of the cul-de-sac fronting 450 S. Placentia Avenue

R-2025-74
Exhibit A

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is entered into as of _____, 2025 (the "**Effective Date**"), by and between the City of Placentia (the "**Seller**") and CY Hospitality LLC, a California limited liablity company , the "**Buyer**" and collectively, with Seller, the "**Parties**"), with reference to the following recitals of fact:

RECITALS

A. WHEREAS, Seller is the owner of the City Property, as defined below, located at 450 S. Placentia Avenue, in the City of Placentia, more particularly described on Exhibit A1 and A2, attached hereto and incorporated herein by this reference (the "City **Property**") ;

B. WHEREAS, Buyer has proposed development of a hotel to be constructed at approximately 62 feet tall, with 86-guestroom keys, approximately 42,631 sq. ft. of total buildable area, approximately 24,210 sq. ft. of parking area, 82 parking spaces and 545 sq. ft. of lobby area (the "**Project**").

C. WHEREAS, Buyer has proposed that Project be developed on property consisting of the City Property and the land located at 450 S. Placentia Avenue, depicted on Exhibit B attached hereto and incorporated herein by this reference (the "**Master Site**");

D. WHEREAS, Buyer is an experienced developer of hotel projects;

E. WHEREAS, subject to the terms and conditions of this Agreement, (i) Seller has agreed to sell the City Property to Buyer, and (ii) Buyer has agreed to (a) buy the City Property from Seller, (b) construct the Project on the Master Site, and (c) develop and operate the Project and the Master Site.

AGREEMENT

1. Definitions. In addition to the terms defined above and in the body of this Agreement, the following terms have the following meanings for purposes of this Agreement:

(a) "**Business Day**" shall mean a day other than a Saturday, a Sunday or a day on which lenders in Orange County are authorized or obligated by law or executive order to close.

(b) "**Close of Escrow**" means the date when Seller and Buyer have each performed their respective pre-closing obligations under this Agreement, all conditions precedent to closing have been satisfied (or waived in writing) and the Escrow Holder has all documents and funds it requires in order to record the Grant Deed to Buyer and deliver funds and all other closing documents to Seller.

(c) "**City Property**" means approximately 6,358 square feet owned by the City directly adjacent to 450 S. Placentia Avenue as described in Exhibit A1 and shown on Exhibit A2, and includes all of the City's right, title and interest in and to the City Property, including all privileges, easements, improvements and appurtenances benefiting the City Property, except as expressly excluded, all of the City's interest, if any, in all mineral and water rights and all easements, rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the City Property, and all tangible and intangible personal property located on or related to the City Property.

(d) "**Financing Deadline**" means the date which is three years from the Effective Date.

(e) "**Force Majeure Delay**" shall mean a delay caused by a Force Majeure Event as to which the claiming party gives the non-claiming party written notice, within thirty (30) days after the commencement of any such delay, of the existence and nature of the delay and within ten (10) days following the expiration of any such delay, provides a written request for extension of the applicable deadline.

(f) "**Force Majeure Event**" shall mean act of God, natural disaster, pandemic, accident, strikes, lockouts or other labor disturbances or disputes, interruption of services by suppliers thereof, unavailability of materials or labor, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages, war, civil disturbance, riot, governmental rules, regulations, or restrictions, building moratorium, delay in issuance of any permits or governmental approvals not resulting from the act or omission of the party claiming the Force Majeure delay, litigation or other legal action by a third party, or any other occurrence that is beyond the control of that Party not involving the payment of money.

(g) "**Hazardous Materials**" means any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including those substances, materials or wastes regulated now or in the future under any of the following statutes or regulations promulgated thereto: (a) any "hazardous substance" within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA") 42 U.S.C. § 9601, et seq. or the California Hazardous Substance Account Act, Cal. Health and Safety Code § 25300 et seq. or the Porter-Cologne Water Quality Act, Cal. Water Code § 13000 et seq. or the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; (b) any "hazardous waste" within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; (c) any "pesticide" or "economic poison" as defined in California Food & Agricultural Code § 12753 and any regulations promulgated in connection therewith; or (d) any other substance, chemical, waste, toxicant, pollutant, pesticide or contaminate regulated by any federal, state or local law, statute, rule, regulation or ordinance for the protection of health or the environment, including methane and any petroleum products or fractions thereof.

(h) "**Land Closing**" has the meaning ascribed thereto in Section 4 hereof.

(i) "**Land Closing Date**" has the meaning ascribed thereto in Section 7 hereof.

(j) "**Outside Land Closing Date**" means two (2) years from the date this Agreement is fully executed (or such later date as may be collectively agreed to in the sole and absolute discretion of Seller and Buyer).

(k) "**Permitted Exceptions**" shall mean those exceptions to title to the Property listed on Exhibit D attached hereto and any exceptions to title hereafter created with the mutual written consent of Seller and Buyer.

(l) "**Project**" has the meaning set forth in Recital B.

(m) "**Project Building Permits**" means any and all final approvals required by the City or any other governmental agency with jurisdiction over the Project to allow for the commencement of vertical construction of the Project.

(n) "**Project Design Documents**" means any and all structural, engineering, architectural and other documents as are necessary to obtain Project Building Permits.

(o) "**Property Information**" means all studies, maps, documents, surveys, physical inspection reports or any other information that Seller has provided Buyer or Buyer has obtained or will obtain regarding the Property as set forth in Section 6(a).

2. Purchase and Sale of Property. Subject to the terms and conditions provided herein, Seller hereby agrees to sell, and Buyer hereby agrees to purchase, upon the terms and conditions herein, the City Property; all rights, privileges and easements appurtenant to the Property (collectively, the "**Appurtenances**");

3. Purchase Price and Deposit. The purchase price for the Property (the "**Purchase Price**") shall be One Hundred Twenty Seven Thousand Four Hundred Forty Four and 00/100 Dollars ($127,444.00). Within 10 days of the opening of Escrow Buyer shall deliver to Seller a check in the sum of Ten Thousand ($10,000.00) (the "Non-Refundable Deposit"). The Non-Refundable Deposit shall not be refunded for any reason excepting therefrom a material and uncured breach of the Agreement by Seller, but the amount of the Non-Refundable Deposit will be credited toward the Purchase Price at the time of the Land Closing.

4. Payment of Purchase Price. The Purchase Price shall be paid as follows:

The acquisition and sale of the Property shall be consummated through an escrow (the "**Escrow**") to be opened with Commonwealth Land Title

Rep. Name: Andrea Mittelstaedt
Address: 4400 MacArthur Blvd, Suite 800, Newport Beach, CA 92660
Phone: (714) 878-8087
E-mail: andrea.mittelstaedt@fnf.com (the "**Escrow Holder**").

(a) On or before the Closing Date the Buyer shall deposit into Escrow cash or other immediately available funds in an amount equal to the Purchase Price plus an amount sufficient to cover all of Buyer's closing costs and proration charges, less the credit for the Non-Refundable Deposit (the "**Land Closing Amount**").

(b) Buyer shall deposit into Escrow concurrently with and in addition to the Purchase Price the amount of One Hundred Dollars ($100.00) (the "**Independent Consideration**"). The Independent Consideration shall be non-refundable to Buyer as independent consideration for the rights extended to Buyer under this Agreement, including, without limitation, the right to terminate this Agreement subject to the terms herein. The Independent Consideration shall be released to Seller immediately following Buyer's deposit of the Independent Consideration into Escrow. In all instances under this Agreement in which Buyer elects to terminate or is deemed to have terminated this Agreement, Seller shall retain the Independent Consideration. The Independent Consideration shall not be applicable towards the Purchase Price or treated as consideration given by Buyer for any purpose other than stated in this Section 4(b).

(c) On or before the "**Land Closing Date**" (as defined below), Buyer shall deposit into Escrow cash or other immediately available funds in an amount equal to an amount sufficient to cover all of Buyer's closing costs and proration charges (the "**Land Closing Amount**"). For purposes of this Agreement, the term "**Land Closing**" means the date upon which the Grant Deed is recorded in the Official Records of Orange County.

5. Title to the Property. At the Land Closing, Seller shall convey to Buyer fee simple title to the Property by duly executed and acknowledged grant deed in the form attached hereto as Exhibit C (the "**Grant Deed**"). Evidence of delivery of fee simple title shall be the issuance by the Title Company (as defined below) to Buyer of an ALTA Extended Coverage Owner's Policy of Title Insurance in an amount designated by Buyer, insuring fee simple title to the Property in Buyer, subject only to the Permitted Exceptions (the "**Title Policy**"). The Title Policy shall provide full coverage against mechanics' and materialmen's liens (including, without limitation, any liens arising from work associated with the Seller Improvements) and shall contain such special endorsements as Buyer may reasonably require (the "**Endorsements**"). In any event, Seller covenants to cause to be released and reconveyed from the Property, and to remove as exceptions to title prior to the Land Closing the following (the "**Pre-Disapproved Exceptions**"): any exceptions regarding tenants, mortgages, deeds of trust, or other monetary encumbrances, and/or indebtedness other than caused by Buyer, except for the current installment of non-delinquent real property taxes and assessments payable as a part of the real property tax bill. Buyer shall pay all costs of obtaining the portion of the Title Policy attributable to the extended coverage, any binder and any survey costs.

6. Review and Investigation of Property.

(a) Property Information. At all times during the term of this Agreement prior to Land Closing, Seller shall, from time to time, promptly deliver (if not previously delivered) to Buyer all documents relevant to the condition of the Property not previously delivered to Buyer which come into the possession or control of Seller and/or Seller's affiliates and which are not privileged, confidential or proprietary, including, without limitation, environmental reports, environmental approvals, planning and zoning approvals, studies, surveys, and test and the rates and methods for calculation of all applicable assessment districts, if any (collectively, the "**Property Information**"). Seller shall promptly notify Buyer in writing of any material changes to any previously delivered Property Information of which Seller becomes aware.

(b) Investigations. At all times during the term of this Agreement prior to Land Closing, Buyer and Buyer's engineers, contractors, consultants, employees and agents shall have access to the Property to conduct tests, investigations and inspections deemed necessary or appropriate by Buyer, including a Phase I and Phase II environmental assessment, including, without limitation any soil sampling and invasive testing associated therewith (collectively, the "**Investigations**"). Buyer shall provide Seller not less than 24 hours' notice prior to entering the Property. In conducting such Investigations Buyer shall not damage the Property. Prior to commencing any Investigations, Buyer shall, at Buyer's sole cost and expense, deliver a certificate of insurance to Seller naming Seller and Seller's lenders as additional insureds on Buyer's commercial general liability insurance policy with a combined limit of not less than $1,000,000. In the event Escrow does not close for any reason, Buyer shall upon the written request of Seller repair any damage to the Property caused by the Investigations in order to restore the Property to substantially the same condition which it was in prior to the conduct of such Investigations. Buyer agrees to indemnify and hold harmless Seller from any claims, damages, liabilities, losses, costs or expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Claims**") which result from any damage to persons or property caused by Buyer's Investigations; provided, however, that Buyer shall have no obligation to indemnify, defend and hold Seller harmless from and against any Claims resulting from Seller's acts or omissions or Buyer's mere discovery of adverse physical conditions affecting the Property, including, without limitation, any Hazardous Materials.

(c) As-Is Purchase. As a material inducement to Seller's execution and delivery of this Agreement, Buyer does hereby acknowledge, represent, warrant and agree to and

with Seller that: (i) Buyer is thoroughly familiar with the Property, including with the environmental condition of the Property; (ii) Buyer is expressly purchasing the Property in its existing condition "as is, where is, and with faults" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of Seller with respect to all facts, circumstances, conditions and defects; (iii) Seller has specifically bargained for the assumption by Buyer of all responsibility for past, present and future actual and potential liability with the Property of any kind, source and or nature and for Buyer's assumption of all responsibility to inspect and investigate the Property and of all risk of; (iv) Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel and officers, and Buyer is and will be fully satisfied that the Purchase Price is fair and reasonable consideration for the Property and any or all known and unknown actual or potential liabilities associated with it; (v) Seller is not making and has not made any warranty or representation with respect to any materials or other data provided by Seller to Buyer (whether prepared by or for Seller or others) or the education, skills, competence or diligence of the preparers thereof or the physical condition or any other aspect of all or any part of the Property as an inducement to Buyer to enter into this Agreement and thereafter to purchase the Property or for any other purpose; and (vi) by reason of all the foregoing, Buyer assumes the full risk of any liability, loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property. Seller hereby disclaims all warranties of any kind or nature whatsoever (including warranties of condition, merchantability, habitability and fitness for particular purposes) whether expressed or implied, including, but not limited to warranties with respect to the Property, Tax liabilities, zoning, land value, subdivision or land use, availability of access or utilities, ingress or egress, governmental approvals, or the soil conditions of the Property. Buyer further acknowledges that Buyer is buying the Property "as is" and in its present condition and that except as otherwise expressly provided in this Agreement, Buyer is not relying upon any representation of any kind or nature made by Seller, or any of its employees or agents with respect to the Property, and that, in fact, no such representations were made except as expressly set forth in this Agreement. Further and without in any way limiting any other provision of this Agreement, Seller makes no warranty with respect to the presence of Hazardous Substances on or under the Property (or any parcel in proximity thereto), or the Release of Hazardous Substances on, under, or from the Property. By acceptance of this Agreement and the deed, Buyer acknowledges that Buyer's opportunity for inspection and investigation of the Property has been adequate to enable Buyer to make Buyer's own determination with respect to the presence of Hazardous Substances on or under the Property (or any parcel in proximity thereto), and as to any Release of Hazardous Substances on, under, or from the Property. Furthermore, the Closing hereunder shall be deemed to constitute an express waiver of Buyer's and its successors' and assigns' rights to sue Seller and of Buyer's right to cause Seller to be joined in an action brought under any Environmental Law. Buyer and Seller intend for Section 6.2.2 and this Section 6.3 to be construed as an agreement made in accordance with 42 U.S.C. § 9607(e) and California Health and Safety Code § 25364.

(d) General Release. Without in any way limiting the generality of the preceding paragraphs, Buyer, on behalf of itself, its successors and assigns, specifically acknowledges and agrees that it forever waives, releases and discharges any claim it has, might have had or may have against Seller, with respect to the Property or the condition of the Property, any and all known and unknown, either patent or latent, actual and/or potential liabilities associated with the Property and the compliance with any Environmental Law, or occupational protection, subdivision or land use laws or requirements or liability for violations thereof, an any other state of facts which exist with respect to the Property. Buyer waives the benefit of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETILEMENT WITH THE DEBTOR."

Seller and Buyer have each initialed this Section 6.d to further indicate their awareness and acceptance of each and every provision of this Agreement

Seller's Initials: _____

Buyer's Initials: _____

7. The Land Closing.

(a) The Land Closing Date. The Land Closing shall occur through Escrow in the customary manner for the consummation of commercial real estate purchase and sale transactions in Orange County, California on the date elected by Buyer (the "**Land Closing Date**"); provided, that if the Land Closing Date has not occurred by the Outside Land Closing Date, either Party may terminate this Agreement and neither Party shall have any further rights or obligations in connection with this Agreement, except as otherwise expressly provided in this Agreement.

(b) Buyer's Conditions to Land Closing. Buyer's obligation to consummate the purchase of the Property is subject to and conditioned upon the satisfaction of each of the following conditions (unless otherwise waived in writing by Buyer) on or before the Land Closing Date which conditions are for the sole benefit of Buyer:

(i) The Title Company shall have given Buyer its unconditional and irrevocable commitment to issue the Title Policy in favor of Buyer insuring Buyer as the fee owner of the Property with liability in an amount reasonably acceptable to Buyer, subject only to the Permitted Exceptions.

(ii) Seller shall have delivered to Escrow Holder the documents set forth in Section 7(e)(ii), below.

(iii) Each and all of the representations and warranties made by Seller in Section 10 hereof shall be true and correct in all material respects as of the Land Closing Date.

(iv) Seller shall have performed in all material respects all of the covenants which Seller, pursuant to the terms of this Agreement, has agreed to perform on or prior to the Land Closing Date and Seller shall not be in material breach or default under this Agreement.

(v) Buyer shall have determined that the Property is acceptable to Buyer in Buyer's sole and absolute discretion.

(vi) The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act.

If the conditions to Buyer's obligation to consummate the transaction contemplated in this Agreement are not satisfied (or waived by Buyer), then, upon Buyer's request, this Agreement shall terminate. The conditions set forth in this Section 7(b) are for the sole benefit of Buyer.

(c) Seller's Conditions To Land Closing. Seller's obligation to consummate the sale of the Property is subject to and conditioned upon the satisfaction of each of the following conditions (unless otherwise waived in writing by Seller) on or before the Land Closing Date which conditions are for the sole benefit of Seller:

(i) Buyer shall have delivered to Escrow Holder the documents set forth in Section 7(e)(i) below.

(ii) The Property shall be a separate legal conveyable parcel compliant with the California Subdivision Map Act.

(iii) All necessary project entitlements and CEQA analysis and documentation have been reviewed and approved by the City, and are final.

(iv) The City Building Official has certified that construction plan check is complete and the City is prepared to issue the Project building permit for construction.

(v) The City Engineer has certified that street improvement plans are complete and ready for construction.

(vi) Each and all of the representations and warranties made by Buyer in Section 10 hereof shall be true and correct in all material respects as of the Land Closing Date.

If the conditions to Seller's obligation to consummate the transaction contemplated in this Agreement are not satisfied (or waived by Seller), then, provided Seller is not in default hereunder, upon Seller's request, this Agreement shall terminate. The conditions set forth in this Section 7(c) are for the sole benefit of Seller.

(d) Waiver of Failure of Conditions to Land Closing. At any time on or before the date specified herein for the satisfaction of any condition, Seller or Buyer may elect in writing to waive the benefit of any such condition to its obligations hereunder. By closing Escrow, Seller and Buyer shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Section 7, except to the extent that the same expressly survive Land Closing.

(e) Deliveries at Land Closing. At least one (1) business day prior to the Land Closing Date, Seller and Buyer shall each deliver to Escrow Holder such instruments and funds as are necessary to consummate the purchase and sale of the Property, including the following:

(i) Buyer shall deliver:

(A) The Land Closing Amount;

(B) Any other items reasonably necessary to consummate the transaction contemplated hereby.

(ii) Seller shall deliver:

(A) An original of the Grant Deed executed and acknowledged by Seller, as grantor;

(B) An affidavit directed to Buyer giving Seller's taxpayer identification number and confirming that Seller is not a "foreign person," which affidavit shall be, in form and substance, sufficient to relieve Buyer of any withholding obligation under §1445 of the Internal Revenue Code ("**Seller's Foreign Person Affidavit**"), together with a duly executed California Franchise Tax Board Form 593-C (the "**Cal FIRPTA**"); and

(C) Any other items reasonably necessary to consummate the transaction contemplated hereby.

(iii) Upon satisfaction of all conditions and closing requirements set forth herein, Escrow Holder shall:

(A) Cause the Grant Deed to be recorded in the office of the County Recorder for the Orange County, State of California (in that order) and deliver a conformed copy to Buyer and to Seller;

(B) Pay from Buyer's funds Buyer's share of any closing costs and prorations;

(C) Pay from funds held for Seller's account Seller's share of any closing costs and prorations; and

(D) Deliver the Seller's Foreign Person Affidavit, the Cal FIRPTA and the Title Policy to Buyer.

8. Costs and Prorations.

(a) Costs. Costs of the Land Closing and Escrow shall be allocated as follows:

(i) Buyer shall pay the costs of recording the Deed.

(ii) Buyer shall pay all documentary transfer taxes imposed in connection with transferring the property and recording the Deed including City and County transfer taxes.

(iii) Seller shall pay the premium for the Title Policy attributable to CLTA coverage and the cost of any Endorsements that it may request and the portion of the title premium attributable to ALTA extended coverage.

(iv) Buyer and Seller shall each pay half the fees of the Escrow Holder, including any cancellation costs, and the costs of the Escrow.

(v) Buyer and Seller shall each pay their respective attorneys' fees.

(b) Customary Apportionment. All other costs, if any, shall be apportioned in the customary manner for real estate transactions in Orange County, California.

(c) Prorations. All items of income and expense relating to the Property (including, without limitation, taxes and assessments), other than interest on any deed of trust or other lien to be paid off at or prior to the Land Closing, premiums on any policy of insurance which shall not continue after the Land Closing, or other expenses which shall not continue after the Land Closing, shall be prorated between Buyer and Seller as of 12:01 a.m. Pacific Time on the Land Closing Date in the customary manner for real estate transactions in Orange County, California. All prorations provided for herein shall be on a thirty (30) day month basis. Any errors or omissions made in calculating adjustments and prorations shall be corrected promptly upon the discovery thereof. If any estimations are made at the Land Closing regarding adjustments or prorations, the Parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the Party entitled thereto within ten (10) days after written request therefore or discovery thereof. The provisions of this Section 8(c) shall survive the Land Closing.

(d) Post-Closing Adjustments. Any statements from governmental agencies for real property taxes, bonds and assessments relating to the Property for periods prior to the Land Closing that are delivered to Buyer after the Land Closing shall be paid by Seller within ten (10) days from written notice from Buyer. Seller, however, shall have the right to contest any such real property taxes, bonds or assessments. If any such statements from governmental agencies for real property taxes, bonds or assessments for periods prior to the Land Closing indicate an overpayment of any taxes or assessments relating to the Property for periods prior to the Land Closing such overage shall be paid to Seller by Buyer within ten (10) days after Buyer's receipt of any refund or notice of reassessment. The provisions of this Section 8(d) shall survive the Land Closing.

9. Confidentiality of Property Information.

(a) At all times prior to the Close of Escrow, Buyer shall treat the Property Information on a strictly confidential basis and shall use such information only in connection with the transaction contemplated under this Agreement. Notwithstanding the foregoing, Buyer may, to the extent reasonably and actually necessary to Buyer's investigation of the Property and proper performance of Buyer's obligations under this Agreement, disclose the Property Information to TCAC, Buyer's consultants, lenders, funding agencies, project investors, experts or engineers.

(b) Buyer hereby acknowledges that except as otherwise provided for herein or in the documents executed by Seller and to be delivered at the Close of Escrow, neither Seller, nor any agents, representatives, employees or attorneys of Seller have made any representations or warranties, direct or implied, oral or written with respect to the accuracy, completeness or reliability of the Property Information. Buyer hereby expressly releases Seller, Seller's agents, representatives, employees and attorneys (other than in the case of fraud or willful misconduct by any of the aforementioned) from any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including attorneys' fees) arising from, in connection with or caused by (a) Buyer's reliance upon any of the Property Information, or statements, representations or assertions contained therein, and (b) inaccuracy, incompleteness or unreliability of any of the Property Information.

(c) If this Agreement is terminated prior to Construction Loan Closing, Buyer shall upon the payment by Seller of any amounts owed to Buyer hereunder (i) deliver to Seller copies of all non-legally privileged entitlements, applications, submittals, reports, surveys, studies, Project Design Documents, and other non-confidential plans, reports and materials generated by or for Buyer with respect to the Property, (ii) assign to Seller, to the extent assignable, all of its

rights therein and in and to any contracts for the preparation thereof, and (iii) to the extent the consent of any third party is required for such delivery or assignment, use commercially reasonable efforts (which shall not include the payment of money by Buyer) to obtain the consent of such third parties (collectively, the "**Buyer Work Product**"). Seller agrees and acknowledges that any materials transferred and/or assigned pursuant to this Section 10(c) shall be transferred "AS-IS" without any representation or warranty by Buyer and Buyer shall have no liability to Seller or any other party with respect to the use of any such materials.

10. Representations and Warranties.

(a) Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Close of Escrow as follows:

(i) Seller is the legal and equitable owner of the Property and has the full right, power and authority to sell and convey the Property; to enter into this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby, subject to the terms and conditions set forth in this Agreement.

(ii) The persons executing this Agreement and any other documents executed and delivered on behalf of Seller have the full right, power and authority to do so and have been duly authorized to do so by Seller, and no other persons are required to execute this Agreement on behalf of Seller.

(iii) This Agreement and all the documents executed by Seller which are to be delivered to Buyer at the Close of Escrow are and will be duly authorized, executed, and delivered by Seller.

(iv) Seller has not introduced, or knowingly permitted any other party to introduce, any Hazardous Materials on, in, under or about the Property in violation of applicable environmental laws; and, except as has be previously disclosed in writing to Buyer, Seller has not received written notice of the past or present existence of any Hazardous Materials on, in, under or about the Property in violation of applicable environmental laws.

(v) Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transaction contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Seller was organized, or any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document binding on the Property, Seller or any affiliate thereof, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

(vi) There are no pending or, to Seller's actual knowledge, threatened, actions, suits, proceedings, judgments, orders, decrees or governmental investigations (including, without limitation, any condemnation or notice of condemnation) affecting or related to Seller or the Property.

(vii) Seller has no information or knowledge of any pending or officially proposed change contemplated in any applicable laws or of any judicial or administrative action, any action by adjacent landowners, or any fact or condition relating to the Property,

which would adversely affect, prevent, or limit development or use of the Property as an affordable housing development.

(viii) To Seller's actual knowledge, except as may be set forth in any reports, analyses or other documents provided by Seller to Buyer, there are no, and Seller has not received written notice of, any violations of any applicable laws, statutes, codes, ordinances, regulations, rules or restrictions pertaining to or affecting the Property.

(ix) Except for this Agreement, there are no leases, subleases, licenses or other agreements granting a possessory right or right to use any part of the Property.

(x) Seller is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(xi) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Seller.

(xii) During the period from the date of this Agreement to the Land Closing Date (the "**Interim Period**"), Seller shall act with respect to the Property in accordance with its preexisting practices as if the Property were not to be sold, including, without limitation, by maintaining at least the same levels of insurance in effect as of the Effective Date. Seller shall not enter into or modify any lease, agreement or contract relating to the Property which is not terminable prior to or concurrent with the Land Closing during the Interim Period without the prior written consent of Buyer not to be unreasonably withheld.

Whenever phrases such as "to Seller's actual knowledge" or "Seller has no knowledge" or similar phrases are used in the foregoing representations and warranties, they will be deemed to refer exclusively to matters within the current actual (as opposed to constructive) knowledge of Joseph Lambert, Director of Development Services ("**Seller's Representative**"). No duty of inquiry or investigation on the part of Seller or Seller's Representative will be required or implied by the making of any representation or warranty which is so limited to matters within Seller's actual knowledge, and in no event shall Seller's Representative have any personal liability therefor.

(b) Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Close of Escrow as follows:

(i) Buyer is duly formed, validly existing and in good standing under the laws of the State of California.

(ii) Buyer has the full right, power and authority to enter into this Agreement and the instruments referenced herein; and to consummate the transactions contemplated hereby.

(iii) The persons executing this Agreement and any other documents executed and delivered on behalf of Buyer have the full right, power and authority to do so and have been duly authorized to do so by Buyer, and no other persons are required to execute this Agreement on behalf of Buyer.

(iv) This Agreement and all the documents executed by Buyer which are to be delivered to Seller at the Close of Escrow are and will be duly authorized, executed, and delivered by Buyer.

(v) Buyer is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of OFAC of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(vi) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Buyer.

(vii) Buyer has adequate financial and other resources to make timely payment of all sums due from Buyer hereunder and to perform all of its obligations hereunder.

(c) The foregoing representations and warranties shall be deemed to be repeated at the Close of Escrow, shall not be merged with the Grant Deed delivered at the Close of Escrow, and shall survive the Close of Escrow for a period of one (1) year, provided that a party must give the other party written notice of any claim it may have against it for a breach of any such representation or warranty, or for breach of any covenants contained in this Agreement, and file any claim, within one (1) year after the Land Closing Date (the "**Breach Notice Period**"). Any claim which a party may have at any time, whether known or unknown, which is not asserted within the Breach Notice Period shall not be valid or effective, and the other party shall have no liability with respect thereto. The provisions of this Section shall survive the Land Closing.

(d) At the Close of Escrow, Buyer and Seller will reaffirm the foregoing representations and warranties as of the date of the Close of Escrow, provided that such reaffirmation may reflect any changes to such representations and warranties of which Seller or Buyer (as applicable) has become aware prior to the Close of Escrow.

11. Acknowledgements of Buyer.

(a) Buyer represents and warrants to Seller that Buyer has substantial experience with real property. Effective as of the Close of Escrow but subject to Section 18(b) below, Buyer expressly acknowledges and represents to Seller THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, BUYER IS PURCHASING THE PROPERTY IN AN "**AS IS, WHERE IS**" PHYSICAL CONDITION AND IN AN "**AS IS, WHERE IS**" STATE OF REPAIR, WITH ALL FAULTS AND DEFECTS, WHETHER KNOWN OR UNKNOWN and, in connection therewith, (i) Buyer does hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property (except as expressly provided in this Agreement or in the documents to be executed and delivered by Seller at the Close of Escrow), whether express or implied, including, by way of

description but not limitation, those of fitness for a particular purpose and use. Buyer hereby waives the benefit of any statute, law or decision that would in any way detract, reduce or diminish from giving full force and effect to the provisions of this paragraph.

(b) Buyer expressly acknowledges and represents to Seller that, except as expressly provided in this Agreement or in the documents to be executed and delivered by Seller at the Close of Escrow (i) Buyer is relying upon Buyer's own independent investigation of the Property in entering into this Agreement and purchasing the Property and that Buyer previously thoroughly investigated and inspected each and every physical, economic and other aspect of the Property, and all factors relevant thereto, including, without limitation, the physical condition of the Property, and structures and improvements located thereon, including, but not limited to, any related engineering and structural information; the composition, condition and buildability of the Property's soil, including, but not limited to, any related geological, environmental and toxic information; size and dimensions of the Property, including, but not limited to, any existing architectural and site plans; accuracy and adequacy of the legal description of the Property; the Property's compliance with all applicable laws; the Property's fitness for any particular purpose, use or enjoyment; the feasibility of development of the Property, including, but not limited to, the Property's land use and development rights, development restrictions and conditions that are or may be imposed by governmental agencies, marketing studies and cost to complete studies; availability and adequacy of all utilities, including but not limited to, water, electricity, sewer, gas, and telephone; all documents, encumbrances and matters affecting the title of the Property; all federal, state, county, municipal and local laws, rules and regulations affecting the Property; all legal requirements such as taxes, assessments, zoning, use permits, building codes and certificates of occupancy; the rights and obligations of any tenants or occupants of the Property; and the existence of insurance contracts, contracts for work in progress, governmental agreements and approvals and agreements with associations affecting or concerning the Property; (ii) should Buyer not have sufficient opportunity to so investigate, Buyer shall elect not to consummate the transactions contemplated herein; and (iii) the consummation of such transactions by Buyer shall conclusively establish such opportunity.

(c) The provisions of this Section 12 shall survive the Close of Escrow.

12. Condemnation. In the event a governmental entity commences or threatens in writing eminent domain proceedings to take all or material portion of the Property (a “material portion” being more than two percent (2%) of the net acreage of Property) or any adjacent or neighboring real property which would affect access to Property after the date hereof and prior to the Land Closing Date then Buyer shall have the right to either (i) terminate this Agreement in which event neither Party shall have any further rights or obligations in connection with this Agreement, except as otherwise expressly provided in this Agreement, or (ii) proceed with the Land Closing as scheduled notwithstanding such proceeding; provided, however, that all awards arising out of such proceedings with respect to Property shall be assigned to Buyer as of the date of Land Closing or credited to Buyer if previously received by Seller, and Seller hereby agrees to execute any separate assignment agreement, as Buyer may reasonably request, to evidence or effectuate the assignment of such awards. Seller’s obligations pursuant to the immediately preceding sentence shall survive the Land Closing.

13. Possession. Possession of Property shall be delivered to Buyer as of Land Closing free of any and all tenancies and/or occupancy rights.

14. Default of Seller.

(a) Default of Seller Prior to Close of Escrow. In the event that the Seller is in material breach of any Seller obligation set forth herein prior to the Close of Escrow, and such material breach has not been cured within thirty (30) days written notice to Seller of such material breach, then Buyer, as its sole and exclusive remedy at law or in equity, shall have the right to either (i) terminate this Agreement and thereafter neither Party shall have any further rights or obligations in connection with this Agreement, except as otherwise expressly provided in this Agreement, or (ii) seek specific performance against Seller; provided that Buyer must exercise its right to specific performance within sixty (60) days of Seller's default, or Buyer will be deemed to have elected the remedy in subsection 15 (i) above.

(b) Default of Seller Subsequent to Close of Escrow. In the event Seller is in material breach of any Seller obligation set forth herein subsequent to the Close of Escrow, then following thirty (30) days written notice to Seller (and Seller's failure to cure the breach or to commence to cure the breach and be diligently pursuing same), Buyer may pursue any right or remedy it may have at law or in equity against Seller. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be liable for any special, consequential, indirect or punitive damages.

15. Default of Buyer. In the event that Buyer is in material breach of any Buyer obligation set forth herein and such material breach has not been cured within thirty (30) days written notice to Buyer of such material breach, Seller, as its sole and exclusive remedy at law or in equity, shall have the right to terminate this Agreement and upon such termination Buyer shall pay to Seller liquidated damages in the amount of Twenty Thousand Dollars ($20,000). The Parties agree that Seller's actual damages would be impracticable or extremely difficult to calculate, and that the amount of Twenty Thousand Dollars ($20,000) represents the Parties' reasonable estimate of such damages. The payment of such amount as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but is intended to constitute liquidated damages to Seller pursuant to California Civil Code sections 1671, 1676 and 1677.

16. Indemnifications.

(a) Buyer Indemnification of Seller. Buyer hereby agrees to indemnify, defend, and hold Seller and Seller's elected officials, directors, employees, agents, representatives, heirs, successors, beneficiaries and assigns (the "**Seller Indemnified Parties**") harmless, from and against any liability, cause of action, loss, cost, expense, claim or economic damage (but specifically excluding consequential or speculative damages), including reasonable attorneys' fees, arising from, or related to, (i) subsequent to the Construction Loan Closing Date, the failure of the Buyer to complete the Project pursuant to the terms of this Agreement, (ii) any claim asserted by any third parties arising from the Buyer's construction, development and/or operation of the Project and (iii) any material breach of this Agreement by Buyer (collectively, the "**Seller Liabilities**"); provided, however, that the Seller Liabilities indemnified and Buyer's indemnification hereunder shall not apply to any liability, cause of action, loss, cost, expense, claim or damages arising from any Seller Indemnified Parties' gross negligence, willful misconduct, illegal action or breach of this Agreement. Notwithstanding the foregoing, Buyer shall have no obligation to indemnify and defend Seller for (i) pre-existing conditions discovered by any inspection of the Property, not aggravated by Buyer, (ii) any violation of law existing with respect to the Property not caused by Buyer, (iii) the negligence or misconduct of Seller or its elected officials, officers, directors, contractors, employees, attorneys and agents, (iv) any release of pre-existing hazardous substances arising from the conduct of any investigation or testing of the Property, unless such release is caused by any negligence or misconduct of Buyer or any agent contractor

or employee of Buyer. The foregoing shall survive the Land Closing for a period of four (4) years following the Land Closing Date, or until recordation of the Repurchase Deed, whichever is earlier.

(b) Seller Indemnification of Buyer. Seller hereby agrees to indemnify, defend, and hold Buyer and Buyer's directors, partners, officers, shareholders, employees, affiliates, members, representatives, heirs, successors, beneficiaries and assigns (the "**Buyer Indemnified Parties**") harmless, from and against any liability, cause of action, loss, cost, expense, claim or economic damage (but specifically excluding consequential or speculative damages), including reasonable attorneys' fees, arising from, or related to, (i) any liability or obligation of Seller that Buyer is not required to assume under this Agreement or accruing prior to such assumption; (ii) any personal injury or property damage occurring in, on or about the Property or relating thereto on or before the Land Closing Date and any environmental liability arising from pre-existing conditions on or about the Property or relating thereto first arising on or before the Land Closing Date and not previously disclosed to Buyer, (iii) the untruth, inaccuracy or breach of any of the representations, warranties and covenants made by Seller pursuant to this Agreement (collectively, the "**Buyer Liabilities**"); provided, however, that the Buyer Liabilities indemnified and Seller's indemnification hereunder shall not apply to any liability, cause of action, loss, cost, expense, claim or damages arising from any Buyer Indemnified Parties' gross negligence, willful misconduct, illegal action or breach of this Agreement. The foregoing shall survive the Land Closing for a period of four (4) years following the Land Closing Date.

17. Miscellaneous.

(a) Assignment; Successors and Assigns. Buyer shall not voluntarily or by operation of law assign or transfer any rights, interests and/or obligations hereunder prior to the Land Closing without Seller's express prior consent in writing, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer shall have the right to assign its rights under this Agreement, without the consent of Seller to an "Affiliate". For purposes of this Agreement, an "**Affiliate**" means an entity controlled by, or under common control with, Buyer. In the event that Buyer assigns its rights under this Agreement to an Affiliate, Buyer shall provide to Seller not less than five (5) days' prior written notice. Such assignment of Buyer's rights under this Agreement shall not relieve Buyer of its obligations hereunder. Except as allowed by this Section, neither this Agreement nor the rights of either Party hereunder may be assigned by either Party. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators and permitted assigns. Subsequent to the submission of the Round Two Tax Credit Application, Seller shall cause a memorandum of this Agreement to be recorded against the Property upon request of Buyer.

(b) Entire Agreement. This Agreement embodies the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or parole agreements existing between Seller and Buyer relative to the subject matter hereof which are not expressly set forth herein and covered hereby.

(c) Recitals Incorporated. The Recitals above are an integral part of this Agreement and are incorporated herein by reference.

(d) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two business days after being deposited

in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If to City/Seller:

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

With a copy to:

Jones & Mayer
3777 N. Harbor Blvd.
Fullerton, CA 92835
Attn: Christian L. Bettenhausen, City Attorney

If to Buyer:

CY Hospitality, LLC
17708 Alburtis Avenue
Artesia, CA 90701
Attn: Yagnesh Patel, Owner
Telephone: (626) 731-9715
Email: yogirushi@yahoo.com

With a copy to:

Hiesh Bhakta Esq.
500 N State College Blvd., Suite 1270Orange, CA 92868
Tel (714) 634-1717
Email: hiteshbhakta@gmail.com

If to Escrow Holder:

Commonwealth Land Title
Rep. Name: Andrea Mittelstaedt
Address: 4400 MacArthur Blvd, Suite 800, Newport Beach, CA 92660
Phone: (714) 878-8087
E-mail: andrea.mittelstaedt@fnf.com

or such other address as either Party may from time to time specify in writing to the other.

(e) Brokers; Consultants. Seller and Buyer each represents to the other that it has employed no broker or finder in connection with the transaction contemplated hereby and agrees to indemnify the other and its successors hereunder against, and hold such indemnified party and its successors hereunder harmless from, any and all actions, suits, claims, demands, debts, losses, liabilities or expenses (including without limitation reasonable attorneys' fees and costs of investigation and defense) arising from or in connection with any brokerage or finder's fees, charges or commissions which are (or are claimed to be) payable in connection with the transaction contemplated hereby by reason of the actions (or alleged actions) of such indemnifying party. The provisions of this Section 18(e) shall survive the Land Closing or termination of this Agreement.

(f) California Law; Jurisdiction. This Agreement shall be construed under and in accordance with the laws of the State of California. Each party to this Agreement agrees that the courts located in the County of Orange, State of California shall have sole and exclusive personal jurisdiction over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this agreement. In connection thereto, the parties hereby waive any claim of jurisdiction in another state and specifically consent to personal jurisdiction in the County of Orange, State of California.

(g) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereto, and the remainder of the provisions of this Agreement shall continue in full force and effect without impairment.

(h) Waiver. The waiver by either party of a breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach whether of the same or another provision of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The signature of a party to any counterpart shall be sufficient to legally bind such party. Delivery of an executed counterpart of a signature page to this Agreement by telecopy, emailed portable document format ("pdf"), or tagged image file format ("tiff") or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of this Agreement. Any party sending an executed counterpart of a signature page to this Agreement by telecopy, pdf, tiff or any other electronic means shall also send the original thereof to the other within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

(j) No Obligation to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate either of the parties hereto to, any person or entity not a party to this Agreement.

(k) Amendments in Writing. The provisions of this Agreement may not be amended or altered except by a written instrument duly executed by each of the parties hereto.

(l) Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. As used herein, the term “Person” shall mean and refer to any individual, corporation, partnership, limited liability company, trust, governmental entity, or quasi-governmental entity.

(m) Attorneys’ Fees. If legal action is commenced to enforce or to declare the effect of any provision of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party reasonable attorneys’ fees and other litigation costs. In addition to the foregoing award of attorneys’ fees and other litigation costs to the prevailing Party, the prevailing Party in any lawsuit on this Agreement shall be entitled to its attorneys’ fees and other litigation costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement. This provision shall survive Land Closing or termination of this Agreement.

(n) Further Acts. Each of the Parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the Parties and carry out the terms of this Agreement.

(o) Time for Performance. Wherever the time for performance of any obligation hereunder or if, pursuant to this Agreement, a party must act by a particular time, or an act is effective only if done by a particular time, and the last date for the performance of such obligation or the doing or effectiveness of such act falls upon a day other than a business day, the time for the performance of such obligation or the doing or effectiveness of such act shall be extended to the next succeeding business day. If the Land Closing Date shall fall on a business day that does not immediately follow a business day, the Land Closing Date shall be postponed to the next succeeding business day that immediately follows a business day. As used in this paragraph only, the term "business day" shall mean any day which is not a Saturday, Sunday, national or state holiday, or day on which the Office of the County Recorder of Orange County is closed or otherwise not accepting documents for recording.

(p) Time of Essence. Time is expressly made of the essence of this Agreement.

(q) Exclusivity. Provided Buyer is not in default under this Agreement, Seller shall not (i) negotiate with any other persons or entities with respect to the sale of the Property, (ii) entertain unsolicited offers, bids, negotiations or inquiries as to the purchase of the Property, (iii) solicit or respond to any offers, bids, negotiations or inquiries with respect to the purchase of the Property, and/or (iv) enter into any contract to sell Property to any person or entity other than Buyer.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

"BUYER"

CY Hospitality LLC

By: _____

Name: Yagnesh Patel
Title: Member CY Hospitality LLC

“SELLER”

THE CITY OF PLACENTIA, a municipal corporation

By: _____

Name: Jennifer Lampman
Title: City Administrator

ATTEST:

_____

Name: Robert McKinnell
Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Christian Bettenhausen
Title: City Attorney

EXHIBIT A1

LEGAL DESCRIPTION OF CITY PROPERTY

THAT PORTION OF PLACENTIA AVENUE (VARIABLE WIDTH) AND INDUSTRIAL WAY (VARIABLE WIDTH) AS SHOWN IN DOCUMENT NO. 2015000007442 RECORDED JANUARY 18, 2015, OFFICIAL RECORDS, SITUATED IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 6 OF TRACT MAP 5836, FILED IN BOOK 217, PAGE 22 OF MISCELLANEOUS MAPS, ORANGE COUNTY RECORDS, BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5,747.70 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 8º46'30" EAST;

THENCE ALONG SAID CURVE, NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 0º12'00" AN ARC LENGTH OF 20.06 FEET;

THENCE, NORTH 81º01'30" EAST, 39.09 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, SOUTH 8º58'30" EAST, 3.00 FEET;

THENCE, SOUTH 81º01'30" WEST, 35.50 FEET;

THENCE, SOUTH 14º30'37" WEST, 124.70 FEET;

THENCE, SOUTH 75º28'30" EAST, 32.80 FEET;

THENCE, NORTH 14º31'30" EAST, 9.98 FEET TO THE SOUTHERLY LINE OF SAID LOT 6, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 172.00 FEET, A RADIAL LINE TO SAID BEGINNING OF NON-TANGENT CURVE BEARS SOUTH 11º35'02" WEST;

THENCE ALONG SAID CURVE AND SOUTHERLY LINE OF SAID LOT 6, EASTERLY THROUGH A CENTRAL ANGLE OF 28º03'02" AN ARC LENGTH 84.21 FEET;

THENCE, NORTH 73º32'00" EAST, 28.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID BEGINNING OF NON-TANGENT CURVE BEARS SOUTH 12º23'57" EAST;

THENCE LEAVING SAID SOUTHERLY LINE OF LOT 6, ALONG SAID CURVE, NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 46º54'08" AN ARC LENGTH OF 75.31 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 46.00 FEET;

THENCE ALONG SAID CURVE, WESTERLY THROUGH A CENTRAL ANGLE OF 45º02'58" AN ARC LENGTH OF 36.17 FEET;

THENCE, NORTH 14º25'32" EAST, 64.93 FEET;

THENCE, NORTH 81º01'36" EAST, 16.34 FEET;

THENCE, NORTH 14º25’32” EAST, 32.50 FEET TO THE NORTHERLY LINE OF SAID LOT 6;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 81º01’30” WEST, 13.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 6,358 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT 1A ATTACHED HERETO AND MADE A PART HEREOF.

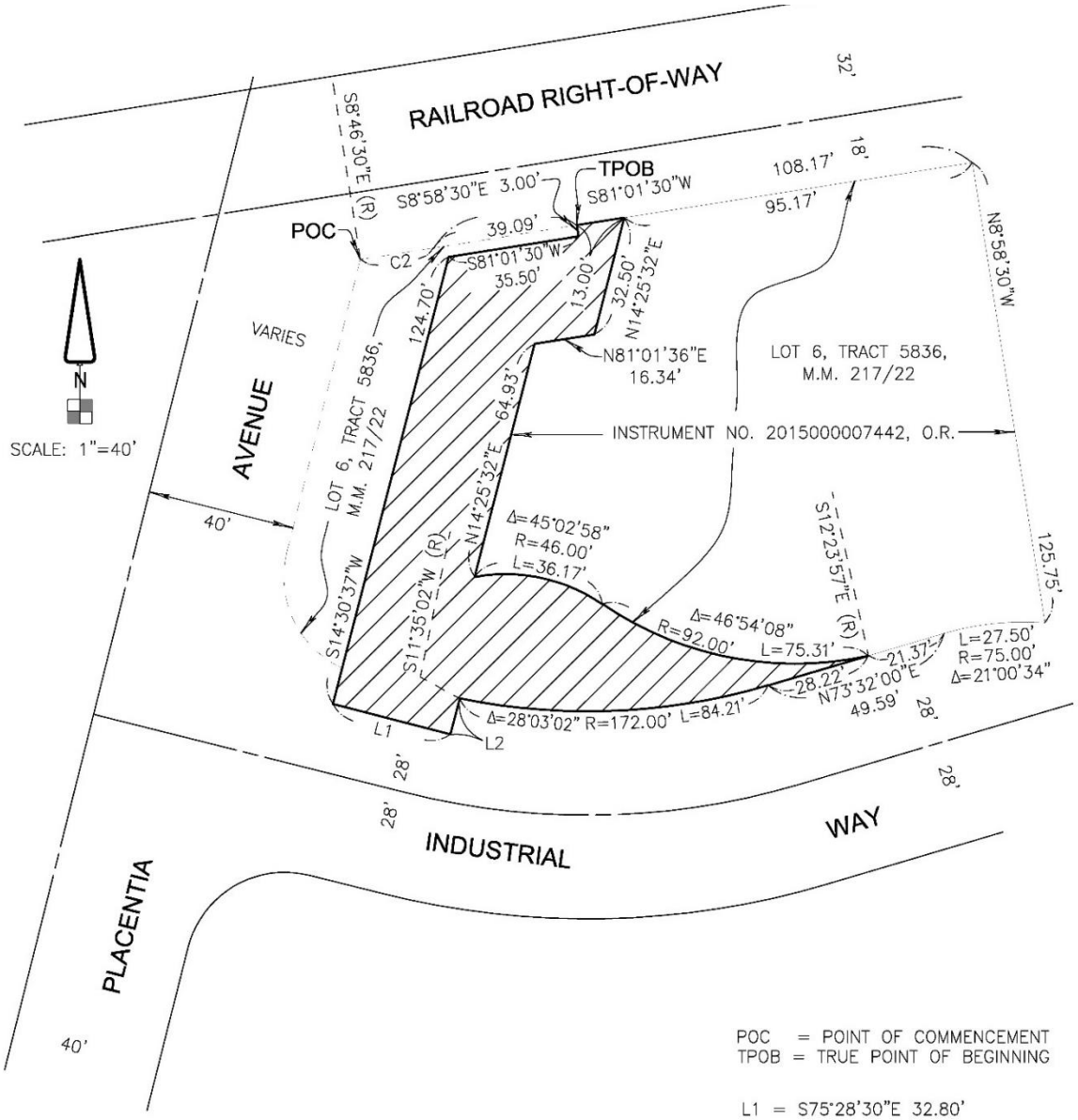
April 18, 2025

BRANDON M. HAHN, PLS 7582 — DATE

HAHN AND ASSOCIATES, INC.

EXHIBIT A2

STREET PLAT MAP



POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING

L1 = S75°28'30"E 32.80'

L2 = N14°31'30"E 9.98'

C1 = Δ=10°31'15" R=27.00' L=4.96'

C2 = Δ=0°12'00" R=5747.70' L=20.06'

▨ = AREA TO BE VACATED
6,358 SQ FT +/-

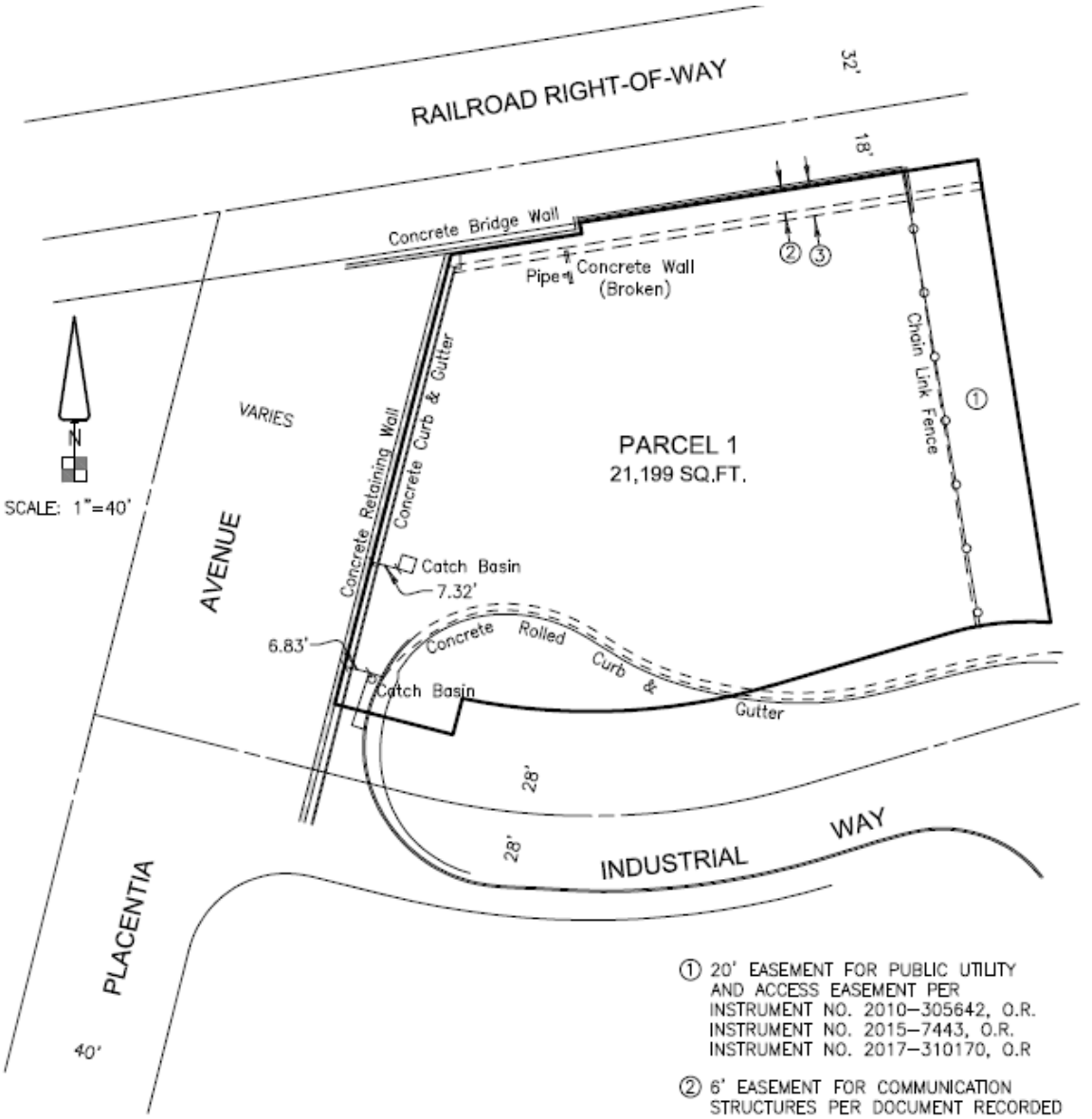
PREPARED BY:

HAHN AND ASSOCIATES, INC.
28368 CONSTELLATION ROAD, SUITE 300
SANTA CLARITA, CA 91355
(661) 775-9500

Hahn Job # 7001-24-54

EXHIBIT B

DEPICTION OF MASTER SITE



① 20' EASEMENT FOR PUBLIC UTILITY AND ACCESS EASEMENT PER INSTRUMENT NO. 2010–305642, O.R. INSTRUMENT NO. 2015–7443, O.R. INSTRUMENT NO. 2017–310170, O.R

② 6' EASEMENT FOR COMMUNICATION STRUCTURES PER DOCUMENT RECORDED IN BOOK 7782, PAGE 767, O.R.

③ 8' EASEMENT FOR STORM DRAIN PER DOCUMENT RECORDED IN BOOK 841, PAGE 270, O.R.

PREPARED BY:

HAHN AND ASSOCIATES, INC.
28368 CONSTELLATION ROAD, SUITE 300
SANTA CLARITA, CA 91355
(661) 775–9500

HAHN AND ASSOCIATES INC

Hahn Job # 7001–24–54

EXHIBIT C

GRANT DEED

(attached)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

_____
_____
_____

(Space Above Line for Recorder's Use Only)

Documentary Transfer Tax is not shown pursuant to Section 11932 of the Revenue and Taxation Code, as amended

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The City of Placentia ("Grantor"), does hereby grant to CY Hospitality, the real property in the County of Orange, State of California, described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

SUBJECT TO: (1) Real property taxes and assessments not delinquent; and (2) covenants, conditions, restrictions, reservations and easements of record, if any.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of _____, 20__.

THE CITY OF PLACENTIA

By:_____
Name: Jennifer Lampman
Title: City Administrator

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)
) SS.
COUNTY OF ORANGE)

On _____, before me, _____, a Notary Public in and for said State, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, 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 of Notary Public [SEAL]

EXHIBIT “A” TO GRANT DEED

LEGAL DESCRIPTION OF CITY PROPERTY

THAT PORTION OF PLACENTIA AVENUE (VARIABLE WIDTH) AND INDUSTRIAL WAY (VARIABLE WIDTH) AS SHOWN IN DOCUMENT NO. 2015000007442 RECORDED JANUARY 18, 2015, OFFICIAL RECORDS, SITUATED IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 6,358 SQUARE FEET, MORE OR LESS.

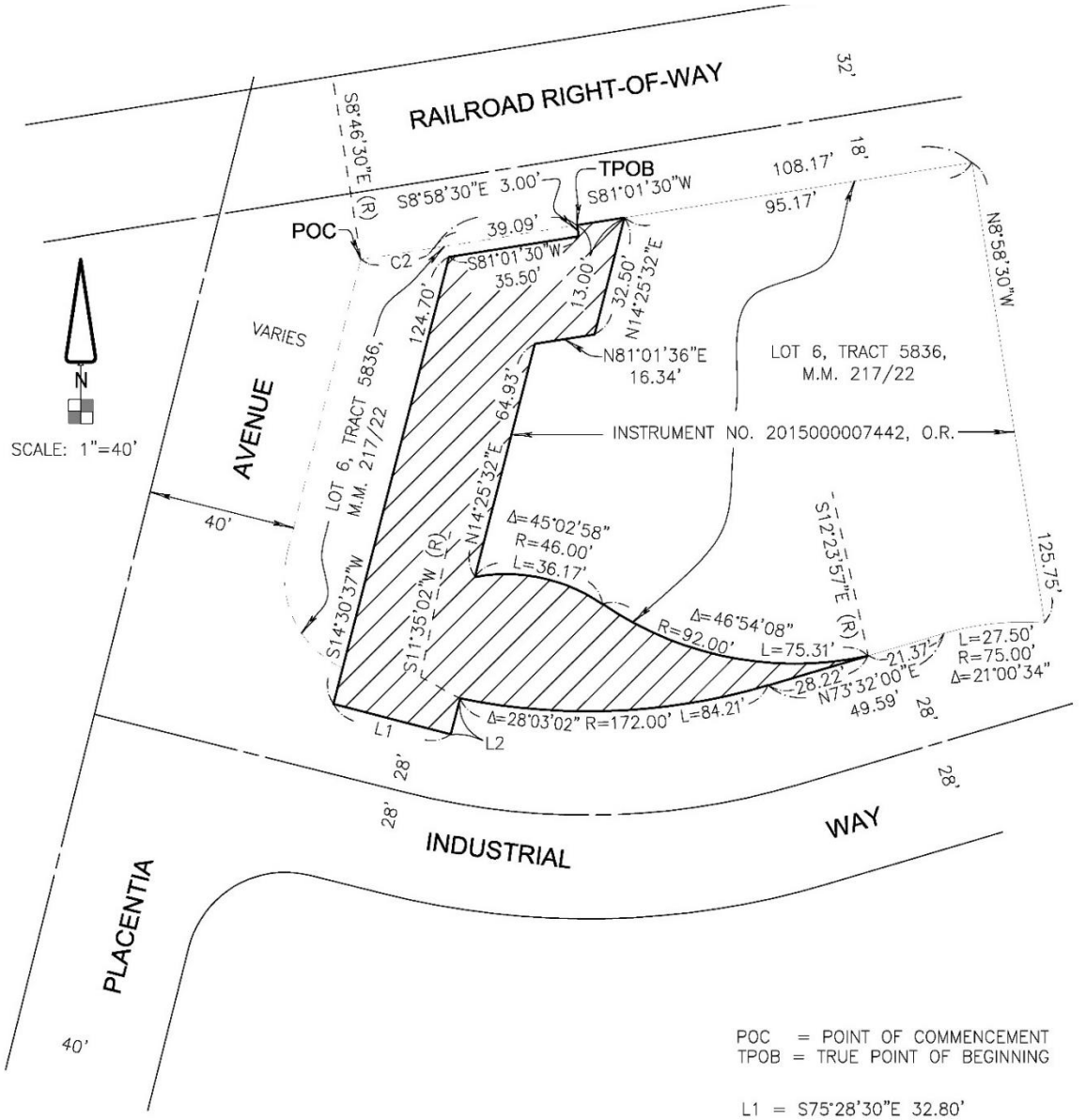
SEE EXHIBIT 1A ATTACHED HERETO AND MADE A PART HEREOF.

April 18, 2025

BRANDON M. HAHN, PLS 7582 — DATE

HAHN AND ASSOCIATES, INC.

STREET PLAT MAP



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▨ = AREA TO BE VACATED
6,358 SQ FT +/-

PREPARED BY:

HAHN AND ASSOCIATES, INC.
28368 CONSTELLATION ROAD, SUITE 300
SANTA CLARITA, CA 91355
(661) 775-9500

HAHN AND ASSOCIATES INC

Hahn Job # 7001-24-54

EXHIBIT D

PERMITTED EXCEPTIONS

None Identified at this Time

ORDINANCE NO. O-2025-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING DISPOSITION AND DEVELOPMENT AGREEMENT NO. DDA 2025-01 WITH CY HOSPITALITY, LLC, TO PROVIDE RELIEF FROM CERTAIN DEVELOPMENT STANDARDS RELATED TO THE DEVELOPMENT OF A FOUR-STORY, 86-ROOM HOTEL WITHIN THE C-2 (H-65) ZONING DISTRICT LOCATED AT 450 S. PLACENTIA AVENUE, PLACENTIA, CALIFORNIA (APN 339-442-04)

City Attorney's Summary

An ordinance of the City of Placentia, California approving Disposition and Development Agreement No. 2026-01 between the City of Placentia and C Y Hospitality, LLC, related to the sale and terms for the transfer of ownership of a 6,358-square-foot City-owned site and provide relief from certain development standards for the construction, establishment, and operation of an of an approximately 42,631-square-foot, four-story, 86-room hotel building with an overall height of approximately 63 feet, including a 24,210-square-foot subterranean and grade level parking garage with 82 spaces, enhanced landscaping and hardscape improvements; including the onsite sale and consumption of alcoholic beverages exclusively for registered hotel guests at 450 S. Placentia Avenue. The City Council has adopted a Notice of Exemption for the project by making the findings that the project is categorically exempt pursuant to CEQA set forth in Title 14 CCR § 15332 (Class 32 – Infill Development Projects) and the City of Placentia Environmental Guidelines.

A. Recitals.

WHEREAS, Yagnesh ("Yogi") Patel, representing "C Y Hospitality, LLC" ("Applicant" hereinafter), which will be the owner of the property located at 450 S. Placentia Avenue, Placentia, California filed an application for Development Plan Review No. 2025-01, Use Permit No. UP 2025-02, and Disposition and Development Agreement No. DDA 2025-01 to develop, establish, and operate a four-story, 86-room hotel development.

WHEREAS, California Government Code § 65867 authorizes the City of Placentia to enter into a disposition and development agreement that gives the applicant certain vested rights. In this case, Disposition and Development Agreement No. DDA 2025-01 would, in pertinent part, memorialize sale and terms for the transfer of ownership from the City of Placentia to C Y Hospitality Group.

WHEREAS, on November 10, 2025, the Planning Commission conducted a duly noticed public hearing, as required by law, and after holding the public hearing, recommending to the City Council approval of the aforementioned entitlements and Disposition and Development Agreement No. DDA 2025-01.

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Placentia as follows:

1. The City Council hereby finds that the Disposition and Development Agreement between the City and Applicant conforms to the policies and programs of the General Plan.

2. The City Council hereby approves the Disposition and Development Agreement between the City and C Y Hospitality, LLC, in the form attached hereto as "Exhibit A" and incorporated by this reference.

3. The City Council of the City of Placentia hereby finds, based on substantial evidence and its independent judgment, that the project satisfies all criteria for a Class 32 (Infill Development Projects) categorical exemption under CEQA Guidelines §15332 and will not result in any significant environmental effects.

4. Non-Substantive Changes to the Disposition and Development Agreement. The City Council hereby grants to the City Administrator and/or his designee the authority to make non-substantive changes to the Disposition and Development Agreement subsequent to the date of adoption of this Ordinance as may be necessary to effectively memorialize the intent of the parties consistent with the City Council's findings and direction herein.

5. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held invalid by a court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases, be declared invalid.

6. The City Clerk shall certify the adoption of this Resolution.

7. Effective Date. This ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in the Placentia News Times, a newspaper of general circulation printed and published in the County of Orange and circulated in the City of Placentia and hereby designated for that purpose by the City Council.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on December 2, 2025.

PASSED, APPROVED AND ADOPTED this 16th day of December 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 2nd day of December 2025, and was finally adopted at a regular meeting held on the 16th day of December 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”
DISPOSITION AND DEVELOPMENT AGREEMENT 2025-01

RECORDING REQUESTED

City Clerk,
City of Placentia

WHEN RECORDED MAIL TO:

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

Attn: City Clerk

Exempt from Filing Fees Gov. Code Section 27383

DEVELOPMENT AGREEMENT

between

CITY OF PLACENTIA,
a California municipal corporation

and

CY HOSPITALITY, LLC,
a limited liability company

DEVELOPMENT AGREEMENT

This Development Agreement (**"Agreement"**) is entered into effective on the date it is recorded with the Orange County Recorder (hereinafter the **"Effective Date"**) by and between the CITY OF PLACENTIA (**"City"**), and CY HOSPITALITY, LLC, a limited liability company (hereinafter **"Developer"**), may collectively be referred to herein as the **"Parties"**.

RECITALS

WHEREAS, City is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, *et seq.* of the Government Code; and

WHEREAS, Developer is under contract to ~~lease~~ purchase the real property that is the subject of this Agreement (the **"City Property"**); and

WHEREAS, the Project consists of the development of a hotel to be constructed at approximately 63 feet tall, with 86-guestroom keys, approximately 42,631 sq. ft. of total buildable area, approximately 24,210 sq. ft. of parking area, 82 parking spaces and 545 sq. ft. of lobby area; and

WHEREAS, Developer has requested City to enter into a Development Agreement and proceedings have been taken in accordance with Section 68564, *et seq.* of the Government Code and the rules and regulations of City; and

WHEREAS, all of the rights and benefits granted to Developer in this Agreement shall inure to the benefit of the City Property and Developer and Developer's successors-in-interest; and

WHEREAS, all of the duties and obligations of Developer shall remain the duties and obligations of Developer and Developer's successors-in-interest except as otherwise provided for herein; and

WHEREAS, all actions taken and approvals given by City have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the City Property in accordance with this Agreement will provide substantial benefits to City and will further enhance the policies and goals of City; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864, *et seq.* of the Government Code are intended; and

WHEREAS, Developer has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure vesting of legal rights to develop the Property and City Property in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1. ***"Agreement"*** means this Development Agreement.

1.1.2. ***"City"*** means the City of Placentia, a California municipal corporation and charter city.

1.1.3. ***"City Council"*** means the City Council of the City.

1.1.4 "***City Property***" means approximately 6,358 square feet owned by the City directly adjacent to 450 S. Placentia Avenue as described in Exhibit A-1 and shown on Exhibit B, and includes all of the City's right, title and interest in and to the City Property, including all privileges, easements, improvements and appurtenances benefiting the City Property, except as expressly excluded, all of the City's interest, if any, in all mineral and water rights and all easements, rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the City Property, and all tangible and intangible personal property located on or related to the City Property.

1.1.4 "***Commence(s) Operations***" or "***Commencement of Operations***" means the date on which the Hotel opens for business to the general public.

1.1.4. ***"Development"*** means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public and private facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" includes the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5. ***"Development Approvals"*** mean all permits and other entitlements for the development and use of the Property subject to approval or issuance by City in connection with development of the Property including, but not limited to Development Plan Review (DPR) No. 2025-01 and Use Permit (UP) No. 2025-02 compliance with the California Environmental Quality Act and Lot Line Adjustment.

1.1.6. ***"Development Exaction"*** means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7. ***"Development Impact Fee"*** means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in

connection with approval of a development project, for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 (commencing with Section 65864 of Chapter 4 of the Government Code). "Development Impact Fee" expressly excludes processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code. For purposes of this Agreement, Development Impact Fees include those fees listed in Exhibit "E" attached hereto.

1.1.8. ***"Development Plan"*** means the Development Approvals and the Existing Land Use Regulations applicable to Development of the Property.

1.1.9. ***"Developer"*** means CY HOSPITALITY, LLC, a limited liability company, and its successors in interest to all or any part of the Property.

1.1.10. ***"Existing Development Approvals"*** means all Development Approvals approved or issued by City prior to or contemporaneously with City's approval of this Agreement. The Existing Development Approvals include, without limitation, the approvals incorporated herein as Exhibit "C".

1.1.11. ***"Existing Land Use Regulations"*** mean all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations shall include the Regulations incorporated herein as Exhibit "D" as of the Effective Date.

1.1.12 "***Franchise Agreement***" means an agreement between the Developer and Tru by Hilton which provides for the use of the Tru by Hilton flag or brand, and describes, in detail, the standards of construction and standards of operation for the Hotel, as amended or replaced from time to time.

1.1.13 "***Franchisor***" means Tru by Hilton or such other hotel franchise approved by the City acting in its sole and absolute discretion.

1.1.14. ***"Good Faith Deposit "*** means a deposit made by the Developer to the City pursuant to Section 3.3 hereof. All Good Faith Deposits shall be held by the City pursuant to the terms and conditions of this Agreement.

1.1.15. "***Hotel***" means the Tru by Hilton as described in the Scope of Development and this Agreement.

1.1.16. "***Hotel Manager***" means CY Hospitality, LLC, a limited liability company or such other person or entity approved by the City acting in its reasonable discretion.

1.1.17. "***Hotel Owner***" means CY Hospitality LLC, a limited liability company.

1.1.18. ***"Land Use Regulations"*** mean all ordinances, resolutions, codes, rules, regulations and official written policies of City governing the development and use of land, including, without limitation, the permitted use of land, the intensity of use, subdivision requirements, the maximum

height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the property, as modified or supplemented by the Existing Development Approvals. "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or

(e) the exercise of the power of eminent domain.

1.1.20. ***"Lot"*** means a legally subdivided lot.

1.1.21. ***"Mortgagee"*** means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.22. ***"Project"*** means the Development of the Property and the Hotel as contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.23. ***"Property"*** means the real property consisting of approximately 15,195 square feet owned by CY Hospitality, located at 450 S. Placentia Avenue also identified as Assessor's Parcel Number 339-442-01 described on Exhibit "A-2" and shown on Exhibit "B" of this Agreement.

1.1.24. ***"Reservations of Authority"*** means the rights and authority excepted from the assurances and rights provided to Developer under this Agreement and reserved to City under Section 3.6 of this Agreement.

1.1.25. ***"Subsequent Development Approvals"*** means all Development Approvals approved by City subsequent to the Effective Date.

1.1.26. ***"Subsequent Land Use Regulations"*** means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A-1"	Legal Description of City Property
Exhibit "A-2"	Legal Description of Property
Exhibit "B"	Map of Project Site
Exhibit "C"	Development Approvals
Exhibit "D"	Land Use Regulations
Exhibit "E"	Development Impact Fees
Exhibit "F"	Schedule of Performance

2. SUBJECT OF AGREEMENT

2.1 Purpose of Agreement. The purpose of this Agreement is Developer desires to purchase the City Property of approximately 6,358 square feet from the City and develop a Tru by Hilton Hotel ("Hotel") in combination with the Property at 450 S. Placentia Avenue.

2.2 Project and Project Site. The Project consists of an approximately 42,631 square foot, 4-story, 63-foot high, 86-room hotel building on a Project Site consisting of a +/-21,553 gross acre unimproved site. The Project will feature a 24,210 square foot subterranean garage with an 82-space parking lot, decorative hardscape and landscape improvements, and associated amenities for hotel guests including the onsite sale and consumption of alcoholic beverages exclusively for registered hotel guests as an accessory use to the primary hotel operations.

3 GENERAL PROVISIONS.

3.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement upon the Effective Date. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to be a covenant to develop or construct the Project or any portion of the Project; provided, however, that to the extent that any phase of the Project is developed, Developer shall be obligated to construct the public improvements required herein related to that phase of development. Developer is authorized to execute this Agreement and have it recorded pursuant to the terms of this Agreement.

3.2 Ownership. City and Developer represent and covenant that each has a legal or equitable interest in the Property.

3.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years thereafter or such earlier date as set forth in this Agreement (the "Termination Date").

3.4 Assignment. This Agreement may not be assigned except as otherwise contemplated herein.

3.5 Amendment or Cancellation of Agreement. This Agreement may be cancelled in its entirety by written mutual consent of all parties or their respective successors or assigns with respect to their respective portions of the Property. Any amendment or partial cancellation of a portion of this Agreement requires the written mutual consent of all parties or their respective successors or assigns with respect to their respective portions of the Property in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy for default of City or Developer as provided by this Agreement. The Termination or expiration of this Agreement on its stated terms is not a cancellation or amendment requiring further action by the City Council.

3.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) Upon the Termination Date as set forth in Section 3.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this

Agreement.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property including but not limited to, all conditions and mitigation measures imposed as part of such entitlements prior to the date of termination. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement.

3.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. All notices shall be addressed as follows:

If to City:

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

With a copy to:

Christian L. Bettenhausen, City Attorney
Jones & Mayer
3777 N. Harbor Blvd.
Fullerton, CA 92835

If to Developer:

Attention: Yagnesh Patel, Owner
CY Hospitality, LLC
17708 Alburtis Avenue
Artesia, CA 90701
Telephone: (626) 731-9715
Email: yogirushi@yahoo.com

With a copy to:

Attention:

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

4 REPRESENTATIONS, WARRANTIES AND DISCLOSURES.

4.1 City's Representations, Covenants, Warranties, And Obligations. City represents, covenants, and warrants as follows and all of these representations and warranties shall be true and correct as of the Effective Date:

4.1.1 City is a California municipal corporation, duly formed and validly existing under the laws of the State of California, is legally permitted to enter into this Agreement and to issue the permits and entitlements required to perform this Agreement, and has or will have obtained all required authorizations prior to the Close of Escrow.

4.1.2 The entering into this Agreement does not constitute a violation or breach by City of any contract or other instrument to which it is a party, or to which it is subject, or by which any of its assets or properties may be affected, or a violation of any judgment, order, writ, injunction, or decree issued against or imposed upon it, or, to the best of City's knowledge, will result in a violation of any applicable law, order, rule or regulation of any governmental authority.

4.1.3 No elected official or employee of City, during the term of his or her office or service with City, shall have any direct or indirect interest in this Agreement or obtain any present or anticipated material benefit arising therefrom.

4.1.4 City is not relying upon any representations or warranties by Developer other than those expressly set forth in this Agreement and the representations and warranties of Developer set forth herein constitute all of the representations and warranties of Developer in regard to this transaction.

4.1.5 To the best of the City's knowledge, there are no conditions or restrictions which will adversely affect the title to the Property or Developer's right to construct the Project, as provided in this Agreement, that have not been disclosed in writing to Developer.

4.1.6 To the City's knowledge, there is no suit, legal action, administrative arbitration or other proceeding or governmental investigation process which has been served upon City or, which to City's best knowledge, is otherwise pending or threatened against City in which any party is making or has made a claim or defense that, if sustained, would adversely affect the performance of City under this Agreement or adversely interfere with the ability of City to consummate the transactions contemplated herein.

4.2 Developer's Representations, Covenants, Warranties and Obligations. Developer makes the following representations and warranties, which shall be true and correct at the Effective Date.

4.2.1 Developer is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of California and is qualified to do business in the State of California. Developer has duly authorized, executed, and delivered this Agreement, all consents required under Developer's organizational documents have been obtained, the person signing this Agreement on Developer's behalf are authorized and empowered to do so, this Agreement is binding upon Developer, all documents that are to be executed by Developer and delivered hereunder have been, or on the Closing Date will be, duly executed, authorized by, delivered by, and binding upon Developer and will constitute legal,

valid and binding obligations of Developer.

4.2.2 No other authorizations or approvals will be necessary in order to enable Developer to enter into or to comply with the terms of this Agreement.

4.2.3 Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, agreement or instrument to which Developer is a party or by which it is bound.

4.2.4 Developer will commence work on the Project Land Use Entitlements and building permits and will diligently pursue completion of the Project in accordance with the "Schedule of Performance" set forth in Exhibit F attached hereto.

4.2.5 This Agreement is a valid and binding agreement enforceable against Developer in accordance with its terms, subject to laws relating to bankruptcy and creditor's rights and generally applicable equitable principles.

4.2.6 Developer is not relying upon any representations or warranties by City other than those expressly set forth in this Agreement and the representations and warranties of City set forth herein constitute all of the representations and warranties of City in regard to this transaction.

4.2.7 Developer has not entered into any agreements which will adversely affect the title to the Property or Developer's right to construct the Project, as provided in this Agreement.

4.2.8 Developer represents and warrants to the City that there is no suit, legal action, administrative arbitration or other proceeding or governmental investigation process which has been served upon Developer or, which to Developer's best knowledge, is otherwise pending or threatened against Developer in which any party is making or has made a claim or defense that, if sustained, would adversely affect the performance of Developer under this Agreement or adversely interfere with the ability of Developer to consummate the transactions contemplated herein.

4.2.9 Developer possesses adequate financial resources and has the skill and experience to develop and operate the Project.

4.2.10 Developer is entering into this Agreement for the purpose of redeveloping the Property and not for speculation in land holding or land banking. In this regard, Developer recognizes the importance of the development of the Project on the Property to the general welfare of the residents of the City, and the fact that the qualifications and identity of Developer are of particular concern to City and that it is because of such qualifications and identity that City is entering into this Agreement with Developer. Should Developer fail to construct and operate the Project for one year from the date a Certificate of Occupancy has been issued by the City, Developer agrees they will not transfer any rights to the Property or Project without the express written consent of the City in their sole and absolute discretion, unless a Permitted Transfer as set forth below. Developer's obligation to obtain City consent to a transfer of the Property or Project prior to completion of the Project and the first year of operation shall survive the termination of this Agreement.

4.2.11 Permitted Transfers.

4.2.11.1 No Transfer of Developer's interest in the Hotel Project/Retail Component shall be permitted unless, at the time of the Transfer, the person or entity to which such Transfer is made, by an agreement reasonably satisfactory to the City, expressly agrees to perform and observe, from and after the date of such transfer, all the obligations, terms

and conditions of this Agreement, and if less than all of the Project is transferred, the transferee shall agree to perform the obligations, terms and conditions of this Agreement, relating to the portion of the Project that is transferred to the transferee. The assumption agreement shall be executed by Developer and the assignee or transferee and shall name the City as an express third-party beneficiary with respect to such agreement with a copy thereof delivered to the City within thirty (30) days after the effective date thereof. Upon transfer of this Agreement pursuant to an assumption agreement, the assignor's liability with respect to any such obligations relating to the Project accruing from and after the date of such assignment or transfer shall be as set forth in the assumption agreement.

4.2.11.2 Any Transfer creating a Mortgage or other security or financing for the Project.

4.2.11.3 Any Transfer directly resulting from the foreclosure of a Mortgage or other security financing interest or the granting of a deed in lieu of foreclosure of a Mortgage (including, without limitation, a conveyance in lieu of foreclosure of a pledge of equity interests) or other security financing interest and any subsequent transfer to any buyer or successor after such foreclosure of granting of a deed or conveyance in lieu of foreclosure.

4.2.11.4 The leasing or sale of the Hotel Site to an approved Hotel Brand. An approved Hotel Brand is one that is listed on the most recent STR Scale Chains – North America and Caribbean for midscale or above.

4.2.11.5 The conveyance or dedication of a portion of the Hotel Site to any public entity, including a public utility, required to allow for the development or operation of the Improvements.

4.2.11.6 The granting of temporary or permanent easements, licenses, rights-of-way, or permits to facilitate development and/or operation of the Hotel Project.

4.2.11.7 Transfer which may result from any merger, consolidation or reorganization involving Developer so long as the same shall possess all or substantially all of the business and assets of Developer immediately prior thereto.

4.2.11.8 The Transfer of a non-Controlling interest in the equity interests in the Developer.

4.2.11.9 Transfer of the direct or indirect membership interests in Developer to its joint venture partner or from its joint venture partner to Developer pursuant to the provisions of their joint venture agreements.

4.2.11.10 A Transfer to the Hotel Brand Operator or to a new entity consisting of an entity directly or indirectly owned or Controlled by the initial Hotel Brand Operator.

4.2.11.11 A Transfer to an Affiliate of Developer or to an Affiliate of Developer's joint venture partners.

4.3 Covenants Related to Construction, Use and Operation of the Property. Developer covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site, as follows:

4.3.1 To construct the Project pursuant to this Agreement, the Scope of Development and the Schedule of Performance. The physical quality of the Hotel, including without limitation the construction quality, finish material, lighting, landscaping and site amenities shall, in no event, fail to meet the minimum construction quality, finish material, lighting, landscaping and site amenities approved by the City.

4.3.2 To Commence Operations of the Hotel as a first quality hotel in accordance with the Scope of Development and Franchise Agreement and this Agreement.

4.3.3 From the date upon which the Hotel Commences Operation, the Developer shall continuously use and operate the Hotel. During such Operating Period the Hotel shall be operated under

the name of Franchisor, as previously approved by the City, and be operated by the Hotel Manager. In addition, the City shall have the right, acting in its reasonable discretion, to approve any proposed replacement Franchisor and/or Hotel Manager provided that such proposed replacement Franchisor and/or proposed replacement Hotel Manager shall operate the Hotel at a quality standard not less than that required by this Agreement, or imposed by the original Franchisor and/or Hotel Manager, as applicable, pursuant to the original Franchise Agreement and/or original Hotel Management Agreement initially executed hereunder, which ever Agreement requires the higher standard; provided further, that such proposed replacement Franchisor and/or proposed replacement Hotel Manager shall have the financial capability and operating experience equivalent to, or greater than, the original Franchisor and/or Hotel original Hotel Manager, as the case may be, of the Hotel Project in the condition and at a quality level substantially equivalent to the condition and quality level, as the case may be, as existed as of the date of Commencement of Operation in compliance with this Agreement, which standard shall, in no event be less than AAA 3 Diamond standard as to physical condition and service as that standard is defined as of the date of execution of this Agreement.

4.3.4 Compliance with Franchise Agreement and/or Hotel Management Agreement. After the Conveyance, the Developer shall provide City with any amendments of the Franchise Agreement and/or Hotel Management Agreement, as applicable, within fifteen (15) working days after execution thereof. In addition, the Developer shall remain at all times in full compliance with the Franchise Agreement and/or Hotel Management Agreement, as applicable.

4.3.5 Maintenance Covenants. Developer covenants and agrees for itself, its successors and assigns and any successor in interest to the Hotel or part thereof to maintain, at no cost or expense to the City, the Hotel and all improvements thereon to the property and curb line, in compliance with the terms of this Agreement, the Land Use Approvals and Permits, and with all applicable provisions of the City Municipal Code. Such maintenance and repair shall also conform to the requirements of Developer's Franchisor and Hotel Management Agreement and/or Franchise and Hotel Management Agreement, as applicable. Maintenance and security of the Hotel Project shall be consistent with other similar class hotel projects in Orange County, and shall include, without limitation, regular graffiti removal, and trash and debris removal. The Site shall be kept free from any accumulation of debris or waste materials. The Developer shall maintain the landscaping required to be planted on the Site in a healthy condition in accordance with the approved landscape plan for the Hotel Project.

4.3.6 Minimum Hotel Project Value Covenant. The Developer covenants and agrees by and for itself, its successors, assigns and every successor in interest to the Property or any part thereof that commencing upon the Completion of Construction of the Hotel, the Developer shall not take action to decrease the assessed value (including the value of the improvements thereon and/or possessory interest therein) of the Property for property tax purposes below the assessed value as determined by the Orange County Assessor's Office at the time the Hotel opens. ("Minimum Hotel Value").

Each of the foregoing items (4.2) through (4.3) inclusive, above, shall be deemed to be an on-going representation and warranty and covenant. Developer shall advise the City in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (4.2) through (4.3). Neither the Hotel Manager, any member, manager, agent, employee or representative of Developer or the Hotel Manager, including their attorneys and accountants, nor any of their affiliates or spouses, shall have any personal liability for any breach of any representation or warranty or any other obligation by Developer under this Agreement except in the event of fraud, misrepresentation or other acts involving moral turpitude.

5 OTHER PROPERTY RELATED REQUIREMENTS.

5.1 Operating Memoranda. It is recognized that performance under this Agreement will require a

considerable degree of cooperation between the City and Developer. It is further realized that subsequent events may demonstrate that revisions will be required in the performance hereunder, and that a certain degree of flexibility will be required. It is to preserve such flexibility that certain provisions may have been delineated in this Agreement in general terms only, with the understanding that more precise details may be sent forth in "Operating Memoranda" as may be required from time to time. Each operating memorandum shall be approved by the City Council or City Administrator and Developer's designated representative and shall be attached hereto as an addendum, and become a part hereof, and may be further changed and amended from time to time as necessary upon approval by the City and Developer.

5.2 No Reimbursement of Transient Occupancy Tax. It is fully understood by the Developer that 100% of the City's Transient Occupancy Tax will be collected by the Developer at whatever level has been established by the City Council and that none of this tax is being shared with the Developer in any way.

5.3 Utilities and Street Improvements. To the extent any new, additional, increased or changed utility connections, or any street improvements are undertaken by the City wholly unrelated to the Project, the City shall diligently undertake all activities (including without limitation permitting and construction costs) so as not to impair or delay the construction and opening of the Hotel.

5.4 Advertising. The City entered into a Design, Build, Operate and Maintain (DBOM) Agreement with Lamar Central Outdoor, LLC on or about October 6, 2015 that authorizes the City a limited right to assign advertising space to promote economic development, as defined in the DBOM, on a space-available basis and subject to limitations on timeframes for advertising. The City and Developer agree for a period of one (1) year to cooperate in the placement of advertising for economic development purposes related to the operation of the Hotel subject to the terms and conditions of the DBOM. The one (1) year period begins when the Developer submits their first billboard advertisement request to the City.

5.5 Hotel Rooms to City. Developer agrees to provide, based upon availability, hotel rooms to City of Placentia public safety personnel as required by the City to respond to public safety issues at a rate of 75% of the average standard rate.

5.6 OCTA Retaining Wall. Condition of Approval #6 of the Land Use Entitlements requires Developer to construct the Project without interfering with or disturbing the existing retaining wall for the Placentia Avenue underpass. The Parties understand and agree that, upon completion of construction of the Project, Developer shall not have any responsibility to maintain the wall.

6 DEVELOPMENT OF THE PROPERTY.

6.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, Developer shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan and the Existing Land Use Regulations; however, if Developer has not met the Schedule of Performance for completion of work as set forth in the Schedule of Performance attached hereto in Exhibit "G", and such failure continues for thirty (30) after the City Administrator had provided Developer with notice of such failure (or such longer period of time as is reasonably necessary to cure any such failure) the City Administrator shall have the sole discretion upon written notice to Developer, to extend the Schedule of Performance based on Developer's written explanation of not meeting the Schedule of Performance, or to terminate this Agreement after thirty (30) days written notice to the Developer for failure to meet the Schedule of Performance. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided expressly in this Agreement, the permitted uses of the Property, the intensity of use, the maximum height and size of proposed buildings,

the design, improvement, and construction standards applicable to development of the Property, and provisions for reservation and dedication of land for public purposes and Development Exactions shall be those set forth in the Development Plan. Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to be a covenant by Developer to develop or construct the Project or any portion of the Project; provided, however, that to the extent that any phase of the Project is developed, Developer shall be obligated to construct the public improvements required herein related to that phase of development.

6.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided expressly under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies of City governing permitted uses of the Property, the intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, City shall exercise its discretion in accordance with the Development Plan, the Existing Land Use Regulations, and as provided by this Agreement including, but not limited to, the Reservations of Authority.

6.3 Allowed Deviations from Development Standards. The following deviations from City standard development standards are expressly permitted by this Development Agreement and are specific only to the proposed Project.

6.3.1 Site Criteria – Minimum Lot Size
Approval of a reduced minimum lot size of 21,553 square feet (0.49 acres) in lieu of 1.5 acres, as otherwise required per PMC Section 23.36.020(2), Site Criteria.

6.3.2 Front Yard Setback
A deviation to allow a 4-foot front yard setback in lieu of the 15-foot minimum required per PMC Section 23.36.070(a).

6.3.3 Street Side Yard Setback
A deviation to allow a 4-foot street side yard setback in lieu of the 15-foot minimum required per PMC Section 23.36.070(b).

6.3.4 Off-Street Parking Reduction
A reduction in the required number of off-street parking spaces from 86 to 82, pursuant to a deviation from PMC Section 23.78.030(3), which establishes parking standards for hotels, motels, and apartment hotels.

6.3.5 Allowance of Tandem Parking
Authorization to provide tandem parking configurations for commercial use, notwithstanding the absence of any provision within the Placentia Municipal Code allowing for tandem commercial parking. Such configuration is acknowledged to not conform to PMC Section 23.78.040.

6.3.6 On-Street Loading Allowance
Approval to allow on-street loading in lieu of the required off-street loading facilities, as mandated by PMC Section 23.78.050.

6.4 Term of Maps and Development Approvals. The term of all Development Approvals and Subsequent Development Approvals and any and all subsequently-approved tentative subdivision maps approved for the Project shall be equal to the Term of this Agreement in accordance with applicable laws, unless this Agreement is earlier terminated pursuant to the provisions hereof, in which event the term of such tentative subdivision maps shall be governed by the applicable provisions of the Subdivision Map Act.

6.5 Timing of Development. The parties acknowledge that Developer cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend

upon numerous factors that are not within the control of Developer, such as construction costs, market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Property in such order and at such rate and at such times as Developer, in its sole and absolute discretion deems appropriate, subject only to any timing requirements set forth in the Development Plan and Schedule of Performance set forth in Exhibit F.

6.6 Schedule of Performance. Development of the Property shall be subject to all timing established by the Development Plan and Schedule of Performance attached hereto as Exhibit F and Developer shall use all commercially reasonable efforts to comply with the Schedule of Performance.

6.7 Failure to Perform. In the event that Developer has not completed the Project in compliance with the agreed upon Schedule of Performance the City may impose a penalty for each month of delay in the opening of the Hotel in the amount of Two Hundred Seventy-Eight Thousand Five Hundred Twenty and 00/100 ($278,520.00) per year, prorated on a monthly basis. The parties agree this is a fair allocation of the loss of transient occupancy tax lost to the City as a result of Developer's failure to complete the Project in a timely manner as set forth in the Schedule of Performance as such amount is based on the estimated transient occupancy tax for an 86-room hotel at 70% occupancy.

6.8 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. During the term of this Agreement, in the event Developer finds that a change in the Existing Development Approvals is necessary or appropriate, Developer shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement, including, without limitation, the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be attached to this Agreement as an addendum to Exhibit "C" and may be further changed from time to time as provided in this Section.

6.8 Reservations of Authority

6.8.1 Limitations. Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property.

(a) Processing fees and charges of every kind and nature imposed by City to cover the estimated actual costs to City of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations governing construction standards and specifications including, without limitation, City's Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code that are applied uniformly and on a city-wide basis to all development projects of a similar type as the Project.

(d) Regulations that are in conflict with the Development Plan but that are reasonably necessary to

protect the public health and safety of the residents of the Project or the immediate community. To the extent possible, any such regulations shall be applied and construed so as to provide Developer with all of the rights and assurances provided under this Agreement. Any regulation, whether adopted by initiative or otherwise, limiting the permitted uses, density, intensity, or rate or timing of development of the Property to the extent permitted by law shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(e) Regulations that are not in conflict with the Development Plan provided Developer has given written consent to the application of such regulations to development of the Property.

6.8.2 Subsequent Development Approvals. This Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations that do not conflict with the Existing Land Use Regulations or Development Plan, nor shall this Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan. Upon approval of any Subsequent Development Approval, such Subsequent Development Approval shall be deemed vested pursuant to the provisions of this Agreement, without any further action by City or Developer being required.

6.8.3 Modification or Suspension by State or Federal Law. In the event any State or Federal law or regulation that is enacted or adopted after the Effective Date of this Agreement, or any other action of any governmental entity that is not under City's control, prevents or precludes compliance with any provision of this Agreement, then that provision of this Agreement shall be modified or suspended only to the extent and for the time necessary to achieve compliance with that law, regulation or other governmental action and the remaining provisions of this Agreement shall continue in full force and effect and the parties shall negotiate in good faith for such amendments to this Agreement as may be necessary to achieve its intent, notwithstanding the existence of such law or regulation or other governmental action. Upon the repeal of any such law, regulation or other governmental action or on the occurrence of any other circumstance that removes the effect of the same on this Agreement, provided this Agreement is otherwise still in effect, the provisions of this Agreement shall be automatically restored to their full original effect and any amendment to this Agreement that the parties have entered into as a result of any such law, regulation or other governmental action, shall terminate.

6.8.4 Intent. The parties acknowledge and agree that City is entering into this Agreement pursuant to the Development Agreement Law, Government Code Sections 65864- 65869.5, and that the foregoing limitations, reservations and exceptions are intended to reserve to City all of its police power that cannot be so limited. This Agreement shall be construed to reserve to City all such power and authority that cannot be restricted by development agreement.

6.8.5 Public Works. Developer shall construct all public improvements related to the Project required as a condition of approval in accordance with City's or other public works engineering standards. For public utilities, the Developer shall design and construct all public utility facilities within the public rights-of-way in the project boundary as required by the public utility purveyors, including those related to cable/telephone or related communication transmission facilities, energy transmission facilities, fiber optic, electric, gas to service the property. The City shall determine whether the Developer shall dedicate said public utility facilities and the public access easements thereto and the entities to whom those dedications shall be made. Developer shall install electrical or communication appurtenances (such as transformers) underground unless said appurtenance is a service pedestal for electrical, phone, traffic signal control cabinets, or irrigation control devices.

6.8.6 On-Site Improvements. All on-site public improvements shall be constructed to generally applicable City standards as set forth in the conditions of approval for the project. Upon completion, the Developer shall offer for dedication utility improvements as part of the project subdivision maps. These improvements include all potable water mains, sewer mains and storm water collection facilities intended to serve the property within the Project boundaries.

6.8.7 Provision of Real Property Interests by City. In any instance where Developer is required to construct any public improvement on land not owned by Developer, Developer shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. Developer shall exercise reasonable and diligent good faith efforts to acquire the real property interests necessary for the construction of such public improvements at a cost and upon terms acceptable to the owner of the real property and approved by City. If, despite such efforts, Developer is unable to acquire such property after one-hundred eighty days (180), at Developer's request and upon Developer's provision of adequate security for costs City incurs, City shall negotiate the purchase of the necessary real property interests to allow Developer to construct the public improvements as required by this Agreement. If necessary, in accordance with th e procedures established by law, the City may use its power of eminent domain to acquire such required real property interests. Developer shall pay all costs associated with any such negotiation or condemnation proceedings. This Section 6.8.7 is not intended by the parties to impose upon the Developer an enforceable duty to acquire land or construct any public improvements on land not owned by Developer, except to the extent that the Developer elects to proceed with the development of the Project.

6.9 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of City possess authority to regulate aspects of the development of the Property separately from or jointly with City and this Agreement does not limit the authority of such other public agencies.

6.10 Parking Management Plan. The Developer shall adopt and adhere to a parking management plan reasonably acceptable to the City.

7. PUBLIC BENEFITS.

7.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public benefit by development of an underutilized vacant property.

7.2 Development Impact Fees.

7.2.1 Amount and Components of Fee. Developer shall pay to City the Development Impact Fees in the amounts determined by the City as identified in Exhibit "E".

7.2.2 Time of Payment. Development Impact Fees required pursuant to Subsection 5.2.1, shall be paid to City at the time of issuance of the first building permit as described in Exhibit “E”.

7.3 Reimbursement of City Costs. Developer shall pay all reasonable costs incurred by City in connection with the Development Approvals sought to be granted related to the Project. Developer shall pay all costs of any private financing for the Project, including all of City's costs therefor. Costs to be paid by Developer include, but are not limited to, City fees due for processing of all applications, City's, costs reasonably borne for staff time related to the Project and this Agreement, including all administrative and staff costs, and any out of pocket costs incurred by City in connection with the

Development Agreement, Development Approvals, and consulting, permits, noticing, and environmental evaluation and mitigation, including overseeing any Mitigation Monitoring Program. A reimbursement schedule and a reimbursement process for all such costs which have not been reimbursed directly to City by Developer shall be mutually agreed upon prior to the issuance of building permits. City shall require Developer to submit a deposit against which such costs will be billed.

8. REVIEW FOR COMPLIANCE.

8.1 Periodic Review. During the term of this Agreement, the Director of Development Services shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the good faith compliance by Developer with the terms of the Agreement. Developer shall submit an annual monitoring report ("Annual Monitoring Report"), in a form acceptable to the Director of Development Services, within 30 days after written notice from City Staff demonstrating Developer's good faith compliance with all the material terms of this Agreement. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council. Upon completion of a periodic review, the Director of Development Services shall submit a report to the City Council setting forth the evidence concerning good faith compliance by Developer with the terms of this Agreement and his or her recommended finding on that issue. If the City Council finds that Developer has not complied in good faith with the terms and conditions of this Agreement, the City Council may modify or terminate this Agreement after providing Developer with a reasonable opportunity to cure any non-compliance by Developer.

8.2 Certificate of Agreement Compliance. If, at the conclusion of a periodic review, Developer is found to be in compliance with this Agreement, City shall, upon request by Developer, issue a Certificate of Agreement Compliance ("Certificate") to Developer stating that after the most recent periodic or special review and based upon the information known or made known to the Director of Development Services and City Council that (1) this Agreement remains in effect and (2) Developer is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a periodic or special review and shall state the anticipated date of commencement of the next periodic review. Developer may record the Certificate with the Orange County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or Developer, City shall not be bound by a Certificate if a default existed at the time of the periodic or special review, but was concealed from or otherwise not known to the Director of Development Services or City Council.

9. PREVAILING WAGES.

9.1 Public Works Determination. Developer has been alerted to the requirements of California Labor Code section 1770, *et seq.*, including, without limitation S.B. 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Development Agreement or any portion of the Development constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Development Agreement. As a material part of this Development Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Development Agreement.

9.2 Indemnification. As a further material part of this Development Agreement, Developer agrees

to indemnify, defend and hold harmless City, its officials, officers, employees, consultants and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever the or nature, including all costs of defense and reasonable attorneys' fees, arising from any alleged failure of the Developer or Developer's contractors to comply with the prevailing wage laws of the State of California. If City or any of the other indemnified parties is named as a party in any dispute arising from the failure of Developer or Developer' s contractors to pay prevailing wages, Developer agrees that City and those other indemnified parties may appoint their own independent counsel, and Developer agrees to pay all attorneys' fees and defense costs of City and the other indemnified parties as billed, in addition to all other damages, fines, penalties, and losses incurred by City and those other indemnified parties as a result of the action.

10. DEFAULT AND REMEDIES.

10.1 Remedies in General. It is acknowledged by the parties that neither party would have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that neither party shall be liable in damages to the other party, or to any successor in interest of such party, or to any other person, and each party covenants not to sue for damages or claim any damages:

10.1.1 For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

10.1.2 For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

10.1.3 Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

10.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

10.2.1 Money damages are unavailable against City or Developer as provided in Section 9.1 above; provided nothing in this Agreement precludes City from exercising its rights to enforce bonds or other security furnished by Developer to City as required in the Development Plan, or from enforcing its right to indemnification from Developer as set forth herein and requiring Developer to pay money damages for failure to do so.

10.2.2 Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Developer may be foreclosed from other choices it may have had to utilize the Property or portions thereof. Developer has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money that would adequately compensate Developer for such efforts.

10.3 Release. Except for non-damage remedies, including the remedy of specific performance or

judicial review, Developer, for itself, its successors and assignees, hereby releases City, its officials, officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance that seeks to impose any other liability or damage, whatsoever, upon City because it entered into this Agreement or because of the terms of this Agreement.

10.4 Default of Developer. City may terminate this Agreement for any failure of Developer to perform any material duty or obligation of Developer under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, City shall first provide written notice to Developer of default setting forth the nature of the default and demanding the Developer to cure such default. If Developer fails to cure such default within 60 days after the service of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default, City may terminate this agreement. Upon the termination of the Agreement pursuant to this Section 9.4 the City shall have the right to retain all previously received Good Faith Deposits.

10.5 Termination of Agreement for Default of City. Developer may terminate this Agreement only in the event of a default by City in the performance of a material term of this Agreement and only after providing written notice to City of default setting forth the nature of the default and the actions, if any, required by City to cure such default and, where the default can be cured, City has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default in a reasonable period. Upon the termination of the Agreement pursuant to this Section 9.5, the City shall immediately return all Good Faith Deposits to the Developer.

11. THIRD PARTY LITIGATION.

11.1 General Plan Litigation. City has determined that this Agreement is consistent with its General Plan, herein called General Plan, and Existing Land Use Regulations. Developer has reviewed the General Plan and concurs with City's determination. City shall have no liability in damages under this Agreement for any failure of City to perform under this Agreement or the inability of Developer to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, Existing Regulations, or portions thereof, applied to the Development Plan are invalid or inadequate or not in compliance with law.

11.2 Third Party Litigation Concerning Agreement. Developer shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless City, its agents, officials, officers, independent contractors, subcontractors, and employees, from any claim, action or proceeding against City, its agents, officials, officers, independent contractors, subcontractors, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any Subsequent Development Approval granted pursuant to this Agreement. City shall promptly notify Developer of any such claim, action or proceeding, and City shall cooperate in the defense.

11.3 Indemnity. In addition to the provisions of 11.2 above, Developer shall indemnify and hold City, its officials, officers, agents and employees free and harmless from any liability whatsoever, based or asserted upon any act or omission of Developer, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Developer's employees included) or

any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure or conveyance of the public improvements, save and except claims for damages to the extent arising through the illegal activities, gross active negligence or willful misconduct of City or any of its officers, officials, agents or employees. Developer shall defend, at its expense, including attorneys' fees, City, its officers, officials, agents and employees in any action or proceeding based upon such alleged acts or omissions. City may, in its discretion, participate in the defense of any such action or proceeding.

11.4 Environmental Assurances. Developer shall indemnify and hold City, its officers, officials, agents and employees free and harmless from any liability, based or asserted, upon any act or omission of Developer, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and Developer shall defend and indemnify, at its expense, including reasonable attorneys' fees, City, its officers, officials, agents and employees in any action based or asserted upon any such alleged act or omission save and except claims for damages to the extent arising through the illegal activities, gross active negligence or willful misconduct of City or any of its officers, officials, agents or employees.. City may, in its discretion, participate in the defense of any such action.

11.5 Reservation of Rights. With respect to Sections 10.2, 10.3 and 10.4 herein, City reserves the right to either (1) approve the attorney(s) that Developer selects, hires or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that Developer shall reimburse City forthwith for any and all expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor. In the event City chooses Option (2), then Developer shall also be entitled to participate in the proceedings that are the subject of Sections 10.2, 10.3 or 10.4 herein.

11.6 Survival. The provisions of this Sections 11.1 through 11.6, inclusive, shall survive the termination of this Agreement.

12. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Project or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Project. City acknowledges that Mortgagees providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such Mortgagees to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Project shall be entitled to the following rights and privileges:

12.1 Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Project made in good- faith and for value, unless otherwise required by law.

12.2 The Mortgagee of any mortgage or deed of trust encumbering the Project, or any part thereof, which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

12.3 If City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within 10 days of issuing the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

12.4 Any Mortgagee who comes into possession of the Project, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Project, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of Developer's obligations or other affirmative covenants of Developer hereunder (including, without limitation, any indemnification obligation of Developer for any acts or omission arising prior to the date said Mortgagee comes into possession of the Project), or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Developer is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and if further provided that any transfer or assignment by any Mortgagee in possession shall be subject to the provisions of this Agreement.

13. MISCELLANEOUS PROVISIONS.

13.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Orange County Recorder by the City Clerk within the period required by Section 65868.5 of the Government Code.

13.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

13.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the public benefits set forth in Section 5 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and City would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

13.4 Interpretation and Governing Law. This Agreement and any dispute among hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

13.5 Operating Memoranda. The parties acknowledge that circumstances may arise which demonstrate that changes are appropriate with respect to the details and performance of the parties under this Agreement. The parties desire to retain a certain degree of flexibility with respect to those

items covered in general terms under this Agreement. If and when the parties mutually find that changes, adjustments, or clarifications that are in substantial conformance with the original Project are appropriate to further the intended purposes of this Agreement, they may, unless otherwise required by law, effectuate such changes, adjustments, or clarifications without amendment to this Agreement through one or more operating memoranda mutually approved by the parties. The Operating Memoranda may be approved on behalf of the City by the City Administrator of the City, or such person designated in writing by the City Administrator, and by any corporate officer or other person designated for such purpose in a writing signed by a corporate officer on behalf of Developer. After execution of an Operating Memoranda it shall be attached hereto as an addenda and become a part hereof. Unless otherwise required by law or by this Agreement, no such changes, adjustments, or clarifications shall require prior notice or hearing, public or otherwise. Notwithstanding the foregoing, in no event shall any Operating Memoranda reduce the Developer Impact Fees approved by this Agreement.

13.6 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

13.7 Singular and Plural. As used herein, the singular of any word includes the plural.

13.8 Joint and Several Obligations. If at any time during the term of this Agreement the Property is owned, in whole or in part, by more than one Developer (collectively the "Obligors"), all obligations of such Obligors under this Agreement shall be joint and several, and the default of any such Obligors shall be the default of all such Obligors. Notwithstanding the foregoing, no Obligors of a single rentable unit that has been finally subdivided and such rentable unit leased to a member of the general public or other ultimate user, shall have any further obligation under this Agreement with respect to such rentable unit.

13.9 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

13.10 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

13.11 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

13.12 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other acts of God, pandemics, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than 1 years.

13.13 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants

to be performed hereunder by such benefited party.

13.14 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (e) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

13.15 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

13.16 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

13.17 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement.

13.18 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

13.19 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

13.20 Agent for Service of Process. In the event Developer is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venture resident of the State of California, or it is a foreign corporation, then in any such event, Developer shall file with the Director of Development Services, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Developer. If for any reason service of such process upon such agent is not feasible, then in such event Developer maybe personally served with such process out of Orange County and such service shall constitute valid service upon Developer. Developer is amenable to the process so served, submits to the jurisdiction of the Court referenced in Section 12.16 so obtained and waives any and all objections and protests thereto. Developer for itself, assigns and successors hereby waive the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No.

6638).

13.21 Authority to Execute. The person or persons executing this Agreement on behalf of Developer warrants and represents that he or she or they has/have the authority to execute this Agreement on behalf of such corporation, partnership or business entity and warrants and represents that he or she or they has/have the authority to bind Developer to the performance of its obligations hereunder.

13.22 Minor Modifications to Development Plan. Minor modifications to the Development Plan may be approved by the City Administrator, or his or her designee, evidenced by a written memorandum from the City, which shall not require recordation but shall be retained by the City as a public record. A "Minor Modification" shall not increase unit count or reduce parking spaces, or building heights.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

[SIGNATURES NEXT PAGE]

"DEVELOPER"
CY Hospitality LLC

_____,
By: Chandrakant Patel, Manager

Attest:

"CITY"

THE CITY OF PLACENTIA,
a municipal corporation

_____
City Clerk

By: _____
Name: Jennifer Lampman
Title: City Administrator

APPROVED AS TO FORM:

By: _____
Name: Christian Bettenhausen
Title: City Attorney

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 _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary (Seal)

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 _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

_____
_____
Signature of Notary (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF CITY PROPERTY

THAT PORTION OF PLACENTIA AVENUE (VARIABLE WIDTH) AND INDUSTRIAL WAY (VARIABLE WIDTH) AS SHOWN IN DOCUMENT NO. 2015000007442 RECORDED JANUARY 18, 2015, OFFICIAL RECORDS, SITUATED IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 6 OF TRACT MAP 5836, FILED IN BOOK 217, PAGE 22 OF MISCELLANEOUS MAPS, ORANGE COUNTY RECORDS, BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 5,747.70 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 8º46'30" EAST;

THENCE ALONG SAID CURVE, NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 0º12'00" AN ARC LENGTH OF 20.06 FEET;

THENCE, NORTH 81º01'30" EAST, 39.09 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, SOUTH 8º58'30" EAST, 3.00 FEET;

THENCE, SOUTH 81º01'30" WEST, 35.50 FEET;

THENCE, SOUTH 14º30'37" WEST, 124.70 FEET;

THENCE, SOUTH 75º28'30" EAST, 32.80 FEET;

THENCE, NORTH 14º31'30" EAST, 9.98 FEET TO THE SOUTHERLY LINE OF SAID LOT 6, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 172.00 FEET, A RADIAL LINE TO SAID BEGINNING OF NON-TANGENT CURVE BEARS SOUTH 11º35'02" WEST;

THENCE ALONG SAID CURVE AND SOUTHERLY LINE OF SAID LOT 6, EASTERLY THROUGH A CENTRAL ANGLE OF 28º03'02" AN ARC LENGTH 84.21 FEET;

THENCE, NORTH 73º32'00" EAST, 28.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 92.00 FEET, A RADIAL LINE TO SAID BEGINNING OF NON-TANGENT CURVE BEARS SOUTH 12º23'57" EAST;

THENCE LEAVING SAID SOUTHERLY LINE OF LOT 6, ALONG SAID CURVE, NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 46º54'08" AN ARC LENGTH OF 75.31 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 46.00 FEET;

THENCE ALONG SAID CURVE, WESTERLY THROUGH A CENTRAL ANGLE OF 45º02'58" AN ARC LENGTH OF 36.17 FEET;

THENCE, NORTH 14º25'32" EAST, 64.93 FEET;

THENCE, NORTH 81º01’36” EAST, 16.34 FEET;

THENCE, NORTH 14º25’32” EAST, 32.50 FEET TO THE NORTHERLY LINE OF SAID LOT 6;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 81º01’30” WEST, 13.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 6,358 SQUARE FEET, MORE OR LESS.

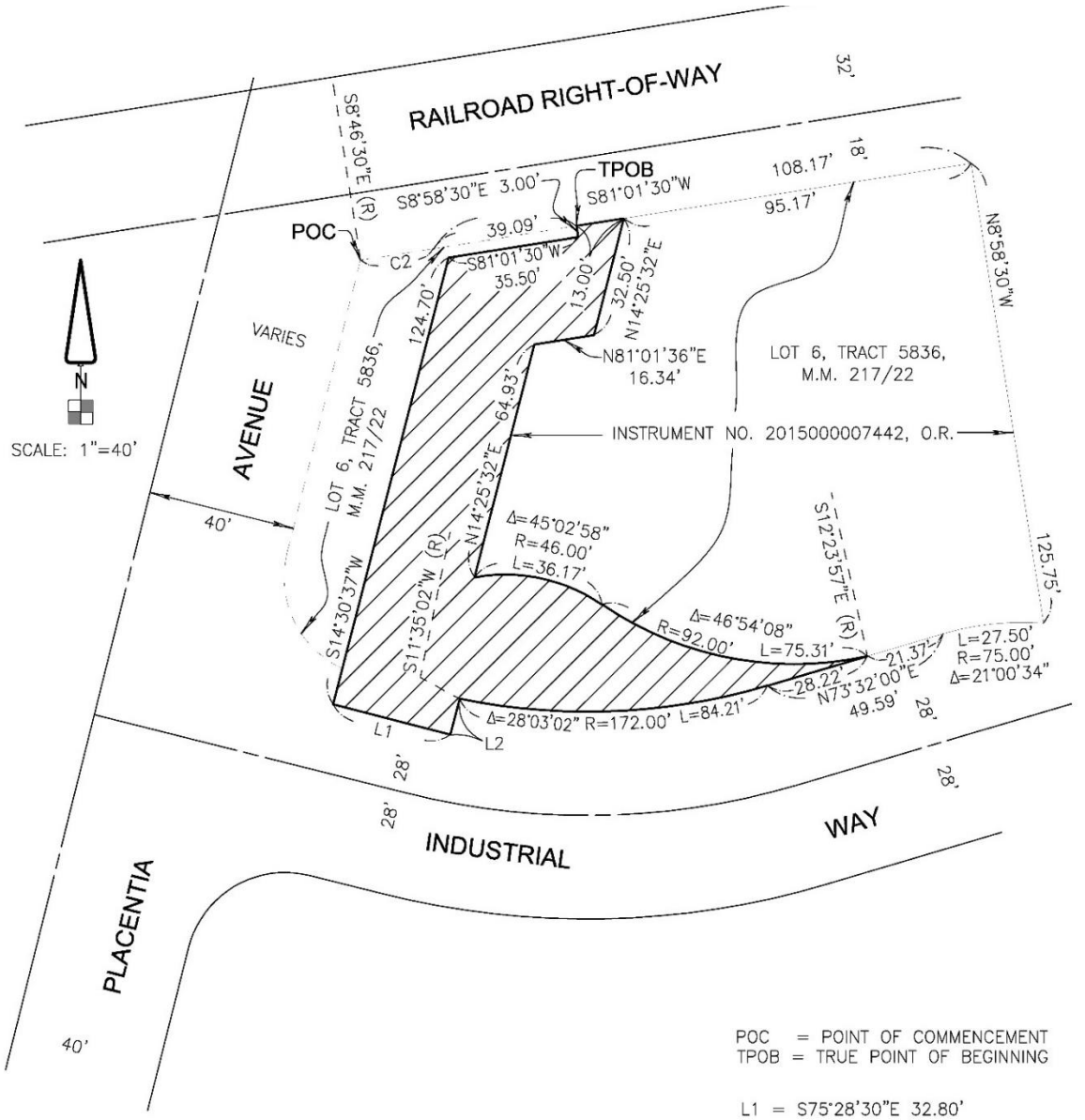
SEE EXHIBIT 1A ATTACHED HERETO AND MADE A PART HEREOF.

April 18, 2025

BRANDON M. HAHN, PLS 7582 — DATE

HAHN AND ASSOCIATES, INC.

STREET PLAT MAP



POC = POINT OF COMMENCEMENT
TPOB = TRUE POINT OF BEGINNING

L1 = S75°28'30"E 32.80'

L2 = N14°31'30"E 9.98'

C1 = Δ=10°31'15" R=27.00' L=4.96'

C2 = Δ=0°12'00" R=5747.70' L=20.06'

▨ = AREA TO BE VACATED
6,358 SQ FT +/-

PREPARED BY:

HAHN AND ASSOCIATES, INC.
28368 CONSTELLATION ROAD, SUITE 300
SANTA CLARITA, CA 91355
(661) 775-9500

Hahn Job # 7001-24-54

EXHIBIT "A-2"

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 6 OF TRACT NO. 5836, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 217, PAGES 22 AND 23 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

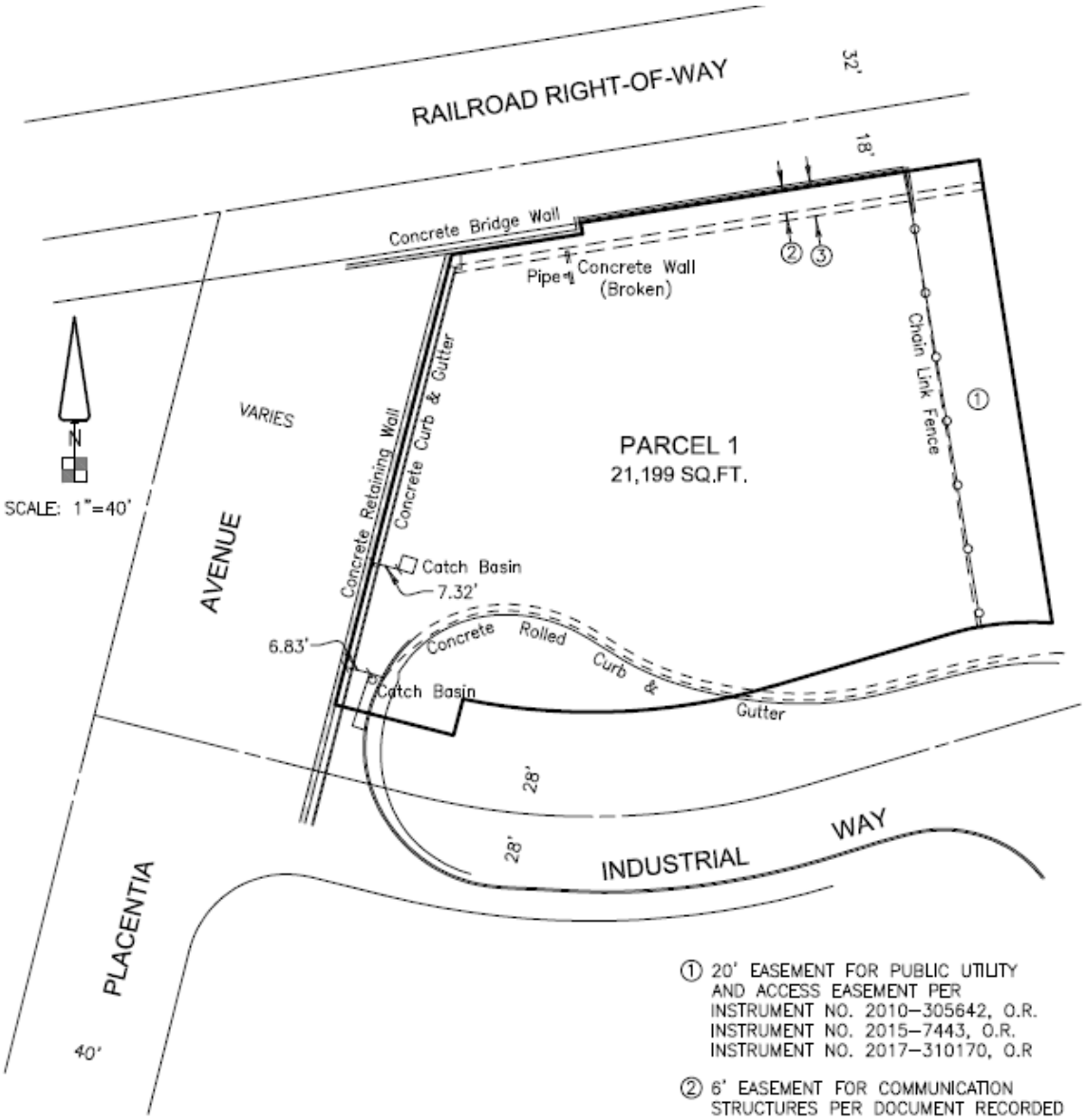
EXCEPT THEREFROM ONE-HALF OF ALL MINERAL RIGHTS BELOW A DEPTH OF 500 FEET WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY WILLIAM R. BRAUCHER AND WIFE BY DEED RECORDED NOVEMBER 29, 1960, IN BOOK 5527, PAGE 111, OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF CONVEYED TO THE CITY OF PLACENTIA IN DEED RECORDED JANUARY 8, 2015 AS INSTRUMENT NO. 2015000007442, OF OFFICIAL RECORDS.

APN: 339-442-04

EXHIBIT "B"

MAP OF PROJECT SITE



① 20' EASEMENT FOR PUBLIC UTILITY AND ACCESS EASEMENT PER INSTRUMENT NO. 2010–305642, O.R. INSTRUMENT NO. 2015–7443, O.R. INSTRUMENT NO. 2017–310170, O.R

② 6' EASEMENT FOR COMMUNICATION STRUCTURES PER DOCUMENT RECORDED IN BOOK 7782, PAGE 767, O.R.

③ 8' EASEMENT FOR STORM DRAIN PER DOCUMENT RECORDED IN BOOK 841, PAGE 270, O.R.

PREPARED BY:

HAHN AND ASSOCIATES, INC.
28368 CONSTELLATION ROAD, SUITE 300
SANTA CLARITA, CA 91355
(661) 775–9500

HAHN AND ASSOCIATES INC

Hahn Job # 7001–24–54

EXHIBIT "C"

DEVELOPMENT APPROVALS

DEVELOPMENT PLAN REVIEW NO. 2025-01

DEVELOPMENT AGREEMENT

USE PERMIT NO. 2025-02

EXHIBIT "D"

LAND USE REGULATIONS

City of Placentia General Plan (GPA 2018-02) as adopted by Resolution No. R-2019-49

All other applicable provisions of the Placentia Municipal Code

EXHIBIT "E"

DEVELOPMENT IMPACT FEES

Upon execution of the Development Agreement, the City shall implement the most current DIF schedule as adopted by the City Council.

SUMMARY OF COMMUNITY FACILITIES DISTRICT (CFD's)
ANNUAL ASSESSMENT

Type of CFD's	**Per**	**Total**
Landscape Maintenance District (LMD) 92-1	$1,548.70 per acre	$765.00
Street Lighting District (SLD) 81-1	$164.28 per acre	$81.12
Total Community Facilities District Annual Assessment		$ 846.15

EXHIBIT "F"

SCHEDULE OF PERFORMANCE

Action	**Deadline**
City consider DA and Covenant.	December 2, 2025
Developer executes DA and delivers to City for approval and execution.	Within 10 days of Approval of City Council.
Developer submission of Franchise Agreement.	Within 180 days following the execution of the DA.
Developer submittal of Financing Commitment.	Within 15 days prior to the close of escrow.
Developer shall submit application and plan submissions for all building plan approvals ("Plan Submission").	On or before one hundred twenty (120) days of execution of DA.
City plan checks building plans of Plan Submission and submits correction comments to Developer.	Within 30 days of Plan Submission.
Developer makes all building plan corrections and resubmits to City for comment.	Within 30 days of City's plan check corrections.
City rechecks building plans and submits correction comments to Developer, if necessary.	Within 15 days following receipt of Developer's resubmission.
If necessary, Developer makes all building plan corrections necessary for building plan approval and resubmits for building plan approval.	Within 20 days following receipt of City's plan check corrections.
If necessary, City identifies all outstanding correction items necessary for building plan approval.	Within 10 days following receipt of Developer's resubmission.
If necessary, Developer makes all building plan corrections necessary to obtain building plan approval and resubmits for building plan approval.	Within 20 days following receipt of City's plan check corrections.
Developer submits approved building plans to the City for issuance of building permit.	No later than 180 days after all plan corrections are completed.
City issues building permit.	Within 7 days following receipt of Developer's submission of approved building plans.
Developer submits required insurance ?.	Prior to construction.
Commence construction of Hotel.	Within 90 days of Construction Loan recording and funding.
Completion of Hotel and open to the public	36 months following start of construction.
Developer delivers written request for release of Construction Covenants for Hotel.	Following completion, final inspection and issuance of Final Certificate of Occupancy for a Hotel.
City delivers a Release of Construction Covenants to Developer or gives reasons for not releasing covenants.	Within 5 days following Developer's submission of written request for release.

CATEGORICAL EXEMPTION & ENVIRONMENTAL ASSESSMENT

DEVELOPMENT PLAN REVIEW (DPR) 2025-01, USE PERMIT (UP) 2025-02, AND DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) 2025-01

TRU HOTEL

450 SOUTH PLACENTIA AVENUE
PLACENTIA, CALIFORNIA 92870
APNS 339-442-04

PLACENTIA
Rich Heritage, Bright Future

LEAD AGENCY:

CITY OF PLACENTIA
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION
401 EAST CHAPMAN AVENUE
PLACENTIA, CALIFORNIA 92870

REPORT PREPARED BY:

BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING
2211 S. HACIENDA BOULEVARD, SUITE 107
HACIENDA HEIGHTS, CALIFORNIA 91745

NOVEMBER 6, 2025

PLCA 007

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TABLE OF CONTENTS

1. INTRODUCTION 6

2. PROJECT LOCATION 7

3 ENVIRONMENTAL SETTING 7

Table 1 Environmental Setting 8

4 PROJECT DESCRIPTION 8

Exhibit 1 Regional Map 9
Exhibit 2 Citywide Map 10
Exhibit 3 Local Map 11
Exhibit 4 Aerial Photograph 12
Table 2 Project Summary 13
Exhibit 5 First Floor Plan 14
Exhibit 6 Basement Level Plan 15
Exhibit 7 Second Floor Plan 16
Exhibit 8 North and South Elevations 17
Exhibit 9 East and West Elevations 18

5. CATEGORICAL EXEMPTION FINDINGS 19

FINDINGS 5.1 - LAND USE COMPATIBILITY 20
FINDINGS 5.2 - PROJECT SITE SIZE 21
FINDINGS 5.3 - HABITAT VALUE 21
FINDINGS 5.4 - SIGNIFICANT EFFECTS (TRAFFIC, NOISE, AIR, PUBLIC SERVICES AND UTILITIES) 22
5.4.1 TRAFFIC *22*
Table 3 Project Trip Generation 22
5.4.2 NOISE *25*
Table 4 Construction Noise 26
Table 5 Construction Vibration 27
5.4.3 AIR QUALITY *28*
Table 6 Estimated Daily Construction Emissions 29
Table 7 Estimated Operational Emissions in lbs./day 29
Table 8 Local Significance Thresholds Exceedance SRA 16 for 1-acre Sites 30
5.4.4 WATER QUALITY *30*
FINDING 5.5 - SIGNIFICANT EFFECTS ON UTILITIES AND PUBLIC SERVICES (CEQA SECTION 15332 (E) 31
5.5.1 PUBLIC SERVICES *31*
5.5.2 UTILITIES *33*
Table 9 Wastewater (Effluent) Generation (gals/day) 33
Table 10 Water Consumption (gals./day) 34
Table 11 Solid Waste Generation (lbs./day) 34
FINDINGS 5.6 – SIGNIFICANT EFFECTS RELATED TO INFILL DEVELOPMENT PROJECTS 35
FINDING 5.6.1. – CUMULATIVE IMPACT *35*
FINDING 5.6.2. – UNUSUAL CIRCUMSTANCES *35*
FINDING 5.6.3. - SCENIC NATURAL VIEWS *35*
FINDING 5.6.4. - CORTESE LISTING *36*
FINDING 5.6.5. - HISTORIC RESOURCES *36*

APPENDICES (UNDER A SEPARATE COVER)

APPENDIX A – AIR QUALITY WORKSHEETS

APPENDIX B – UTILITIES WORKSHEET

APPENDIX C – TRAFFIC REPORT

NOTICE OF EXEMPTION

TO: Orange County Clerk Recorder
County Administration South Building
601 N. Ross Street
Santa Ana, CA 92701

FROM: City of Placentia
Planning Division
401 East Chapman Avenue
Placentia, California 92870

NAME: Tru Hotel

ADDRESS: 450 South Placentia Avenue, Placentia, California, 92870.

CITY/COUNTY: City of Placentia, Orange County.

APPLICANT: Yagnesh Patel, C Y Hospitality, LLC, 17708 Alburtis Avenue, Artesia, California 90701

PROJECT: The City of Placentia, in its capacity as a Lead Agency, is reviewing the Development Plan Review No. DRP 2025-01, Use Permit No. UP 2025-02, and Disposition and Development Agreement No. DDA 2025-01 that would permit the development of a 42,631 square foot, four-story, 86-room hotel. The site is located at 450 South Placentia Avenue, Assessor Parcel Number (APN): 339-442-04. The development area will include 15,195 square feet from Parcel 339-442-01 in addition to acquired land through DDA 2025-01. The additional land (6,322 square feet) is currently the northern portion of the Industrial Way right-of-way. The total square footage following the land acquisition would be 21,517 square feet. The hotel would have a height of 63 feet and would include a 24,210 square foot subterranean parking garage. Access to the site would be provided by a single driveway connection to the north side of Industrial Way. The driveway located along the west of the site would provide access to the underground level and the driveway along the east would provide access to the first-floor parking lot. In total, 82 parking spaces would be provided on the first floor and the basement level. The first floor would have 33 parking spaces: 2 ADA spaces, 7 compact spaces, and 24 standard spaces. The basement level would have 49 parking spaces: 2 ADA spaces, 21 compact spaces, and 26 standard spaces. The project site is located on a property that is currently designated *Commercial* in the City of Placentia General Plan and is zoned *Community Commercial* (*Height Overlay District*) (*C-2 (H-65)*) under the City of Placentia Zoning Ordinance.

EXEMPTION: The project qualifies as *exempt* pursuant to CEQA Guidelines Section 15332 (Class 32 Infill Development Exemption).

STATUS:

___ Ministerial (Section 21080 (b)(1); (Section No. _____);
___ Declared Emergency (Section 21080 (b)(3); (Section No. _____);
___ Emergency Project (Section 21080 (b)(4); (Section No. _____);
___ Statutory Exemption (Section No. _____);
√ Categorical Exemption (Section No. 15332, Infill Exemption)
___ The activity is not subject to CEQA (Section No. _____);
___ Other.

CITY CONTACT
Andrew Gonzales, Planning Manager
City of Placentia, Planning Division
401 East Chapman Avenue
Placentia, California 92870
lwhittaker@placential.org

Signature_____ Date _____

PLACENTIA
Rich Heritage, Bright Future

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1. INTRODUCTION

The City of Placentia, in its capacity as a Lead Agency, is reviewing the Development Plan Review No. DRP 2025-01, Use Permit No. UP 2025-02, and Disposition and Development Agreement No. DDA 2025-01 that would permit the proposed development of a 42,631 square foot, four-story, 86-room hotel. The site is located at 450 South Placentia Avenue. The site's Assessor Parcel Number (APN) is 339-442-04. The project site is located on a property that is currently designated *Commercial* in the City of Placentia General Plan and is zoned *Community Commercial* (*Height Overlay District*) (*C-2 (H-65)*) under the City of Placentia Zoning Ordinance.

Development Plan Review No. DRP 2025-01 would authorize the construction and subsequent operation of a 42,631 square foot, four-story, 86-room hotel. The development area will include 15,195 square feet from Parcel 339-442-01 in addition to acquired land through DDA 2025-01. The additional land (6,322 square feet) is currently the northern portion of the Industrial Way right-of-way. The total square footage following the land acquisition would be 21,517 square feet. The hotel would have a height of 63 feet and would include a 24,210 square foot subterranean parking garage. The lobby and hotel staff rooms would be located on the first floor of the building while the remaining guest rooms would be located on the second through fourth floors and guest amenities would be located on the second floor.

Access to the site would be provided by one unsignalized driveway connection with the north side of Industrial Way. The driveway located along the west of the site would provide access to the underground level and the driveway along the east would provide access to the first-floor parking lot. In total, 82 parking spaces would be provided on the first floor and the basement level. The first floor would have 33 parking spaces: 2 ADA spaces, 7 compact spaces, and 24 standard spaces. The basement level would have 49 parking spaces: 2 ADA spaces, 21 compact spaces, and 26 standard spaces.[1]

Use Permit No. UP 2025-02 would allow for the construction and operation of a hotel, including the onsite sale and consumption of alcoholic beverages exclusively for registered hotel guests as an accessory use to the primary hotel operations. Disposition and Development Agreement No. 2025-01 would permit the acquisition of approximately 6,358 square feet of public right-of-way on Industrial Way and to allow relief from specific development standards applicable to the C-2 (H65) zoning designation. The total site area following the land acquisition would be 21,517 square feet.

Pursuant to the California Environmental Quality Act (CEQA) Guidelines, a Notice of Exemption (NOE) may be filed if the City of Placentia, in its capacity as the Lead Agency for the proposed project, determines that a proposed action or project is exempt from CEQA. According to the CEQA Guidelines, a NOE must contain the following information:

- A description of the proposed action or project;
- A finding that the proposed action or project is exempt, including a citation of the State CEQA Guidelines section or statute under which the project is found to be exempt; and,
- A brief statement in support of the finding.[2]

1 Kate Architecture. *Placentia Tru Hotel*. April 17, 2025.

2 CEQA Guidelines California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19. Categorical Exemptions. (Section 15332).

The analyses of potential impacts that support the Categorical Exemption's (CE's) findings are provided herein in Section 5.0, Findings Supporting the Applicable CEQA Exemption. This CE and the supporting environmental analysis represent the City's independent judgment and the position of the City of Placentia, in its capacity as the Lead Agency. The project Applicant is Yagnesh Patel, C Y Hospitality, LLC, 17708 Alburtis Avenue, Artesia, California 90701.

2. PROJECT LOCATION

The project site is located along the western boundary of the City of Placentia. Placentia is located in the northern portion of the County of Orange. The City of Placentia is located approximately 7.5 miles north of downtown Santa Ana and 23 miles southeast of downtown Los Angeles. Placentia is bounded on the north by the City of Brea; on the east by the City of Yorba Linda; on the south by the City of Anaheim; and on the west by the City of Fullerton.[3] Regional access to the City of Placentia is provided by three area highways: the Orange Freeway (State Route 57) which traverses the southwest portion of the City in a south-to-north orientation; State Route 90, which extends in a northwest to southeast orientation east of the City and State Route 91, which runs in an east-to-west orientation south of the City.[4] The location of Placentia, in a regional context, is shown in Exhibit 1. A citywide map is provided in Exhibit 2. The project site is located on the north side of the Industrial Way right-of-way (ROW) as shown in Exhibit 3. The address of the project site is 450 South Placentia Avenue, Placentia, California 92870. The site's Assessor's Parcel Number (APN) 339-442-04. The project site's latitude and longitude are 33°52'1.74"N, -117°52'49.84"W. A local map is provided in Exhibit 3. An aerial of the project site is shown in Exhibit 4.

3 ENVIRONMENTAL SETTING

The project site is located on a vacant property and is surrounded by urban development. The site was formerly used for the outdoor storage of pipes and is now being used for stockpiling soils. Currently, the site is unused with the gravel being removed. The site is currently fenced off and is disturbed with litter scattered throughout. The proposed land acquisition as part of DDA 2025-01 is currently the northern portion of the Industrial Way ROW including a sidewalk and roadway. The site is designated as *Commercial* in the City of Placentia General Plan and is zoned *Community Commercial* (*Height Overlay District*) (*C-2 (H-65)*) under the City of Placentia Zoning Ordinance. An aerial photograph of the project site is provided in Exhibit 4. The surrounding land uses include the following:[5]

- *North of the Site:* The Burlington Northern and Santa Fe Railway Transcon line extends along the project site's north side. The Springhill Suites hotel (380 South Placentia Avenue) is located north of the railway. This area is designated as *Commercial* in the City of Placentia General Plan and is zoned *Community Commercial* (*Height Overlay District*) (*C-2 (H-65)*).[6]
- *South of the Site:* Industrial Way extends along the south side of the project site. A multi-tenant industrial building (473 Industrial Way) is located further south of the aforementioned roadway. This area is designated as *Industrial* in the City of Placentia General Plan and is zoned *Manufacturing*.

[3]Blodgett Baylosis Environmental Planning. 2025.

[4] Google Earth. Website accessed July 18, 2025.

[5] Google Earth. Website accessed July 18, 2025.

[6] Ibid. Placentia General Plan Map, website accessed on July 18, 2025.

- *West of the Site:* South Placentia Avenue extends along the west of the site. Further west is a Sam's Club Warehouse Club (603 South Placentia Avenue) and is outside of the city borders. This area is designated as *Industrial* and is zoned *Manufacturing Park (M-P-200)* in the City of Fullerton.
- *East of the Site:* A paint warehouse facility, TC Specialties, Inc (460 Industrial Way), is located to the east of the project site. CA-57 is located east of the adjacent property, approximately 280 feet east of the project site. This area is designated as *Commercial* in the City of Placentia General Plan and is zoned *Community Commercial* (*Height Overlay District*) (*C-2 (H-65)).*

The environmental setting of the project site and the surrounding area are summarized in Table 1.

TABLE 1 ENVIRONMENTAL SETTING

Project Element	Existing Use	Zoning Designation
Project Site	Vacant Land	*Community Commercial* (*Height Overlay District*) *C-2* (*H-65*)
North of the Site	Railroad, Springhill Suites Hotel	*Community Commercial* (*Height Overlay District*) *C-2* (*H-65*)
South of the Site	Industrial Way, Multi-Tenant Industrial Buildings	*Community Commercial* (*Height Overlay District*) *C-2* (*H-65*)
West of the Site	South Placentia Avenue, Sam's Club Warehouse Club	*Manufacturing Park* (*M-P-200*) City of Fullerton
East of the Site	Warehouse, CA-57	*Community Commercial* (*Height Overlay District*) *C-2* (*H-65*)

Source: Blodgett Baylosis Environmental Planning

4 PROJECT DESCRIPTION

The proposed project would consist of an 86-room hotel. The number of employees was estimated through interpolation from similar hotel environmental studies conducted by Blodgett Baylosis Environmental Planning including an 88-room hotel in Riverside County which employed 11 people. Assuming a ratio of 0.125 employees per room, the 86 rooms would generate approximately 11 employees. Key project elements are summarized below:

- *Site Plan*. The proposed project would involve the construction and subsequent operation of a 42,631 square foot, four-story, 86-room hotel. The development area will include 15,195 square feet from Parcel 339-442-01 in addition to acquired land through DDA 2025-01. The additional land (6,322 square feet) is currently the northern portion of the Industrial Way right-of-way. This portion of land would be acquired to provide more space for the proposed hotel. The Industrial Way cul-de-sac would be narrowed as part of the DDA. The total square footage following the land acquisition would be 21,517 square feet.
- *Hotel*. The proposed project would involve the construction and subsequent operation of a 42,631 square foot, four-story, 86-room hotel. The hotel would have a height of 63 feet and would include a 24,210 square foot subterranean parking garage. The lobby and hotel staff rooms would be located on the first floor of the building. Guest rooms would be located on the second through fourth floors. Guest amenities including a gym, lounge, conference rooms, dining rooms, entertainment spaces, guest laundry, and an outdoor deck would be located on the second floor. A smaller lounge area and guest laundry area would be located on the third and fourth floors.

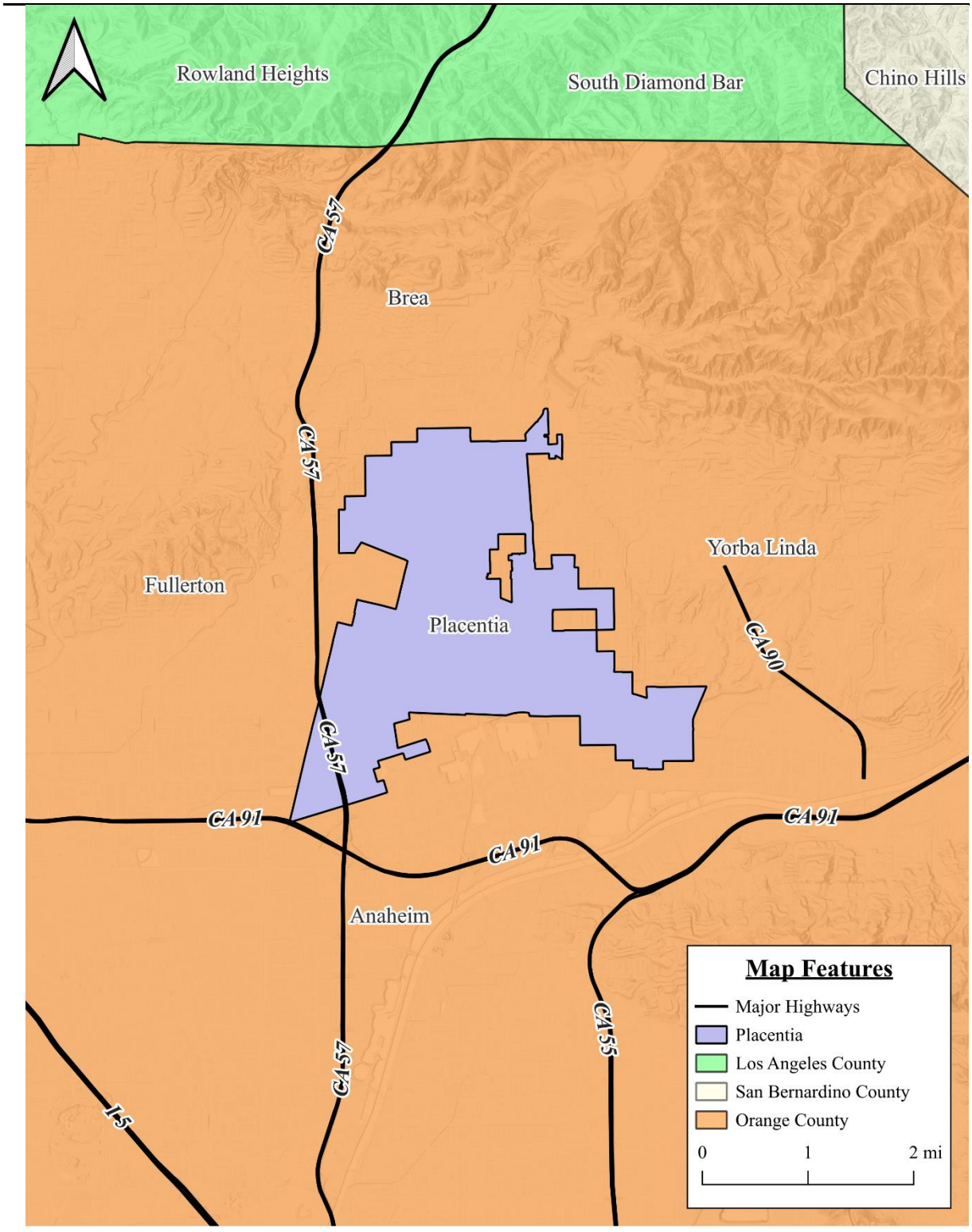

EXHIBIT 1 REGIONAL MAP
Source: Blodgett Baylosis Environmental Planning

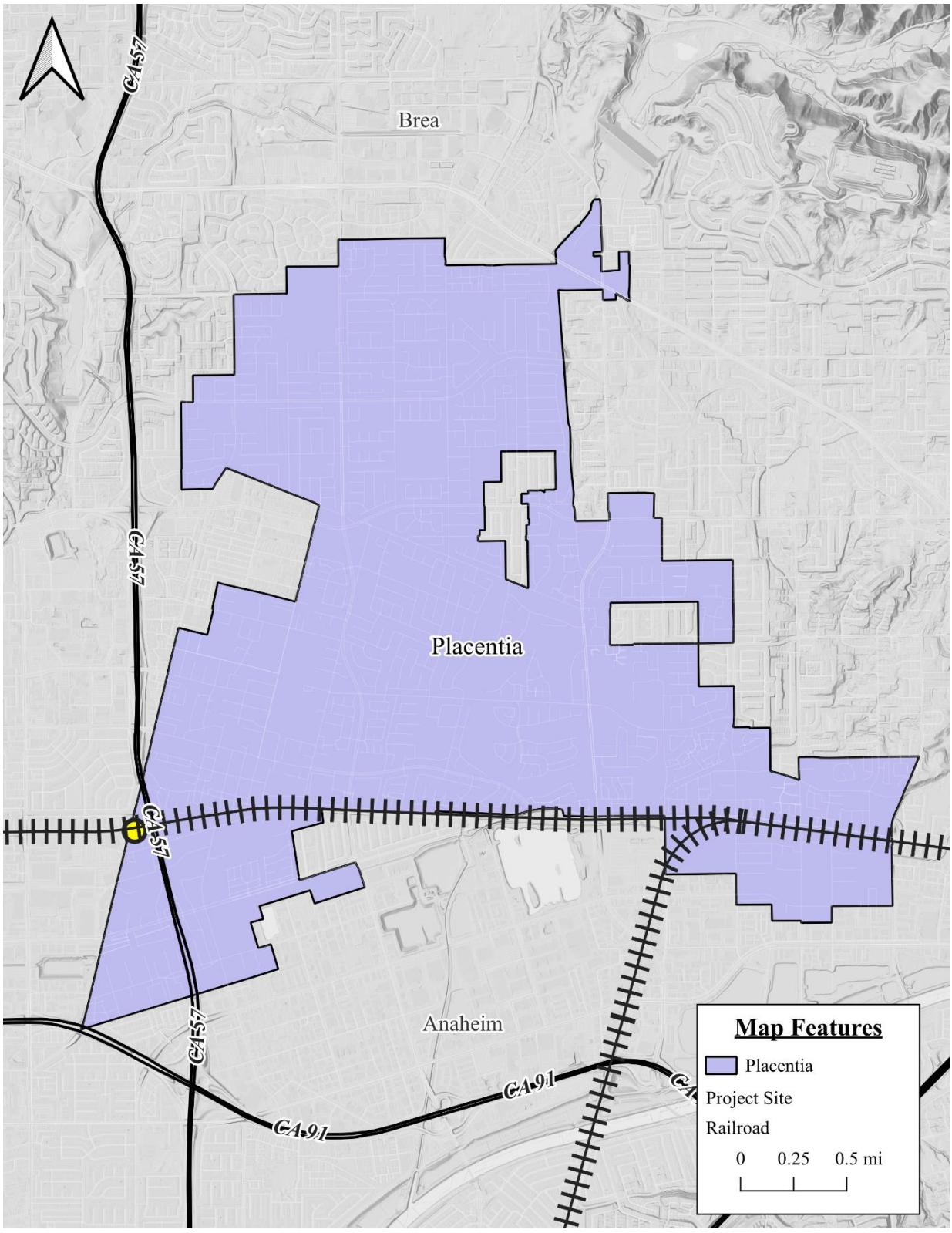

EXHIBIT 2 CITYWIDE MAP
Source: Blodgett Baylosis Environmental Planning

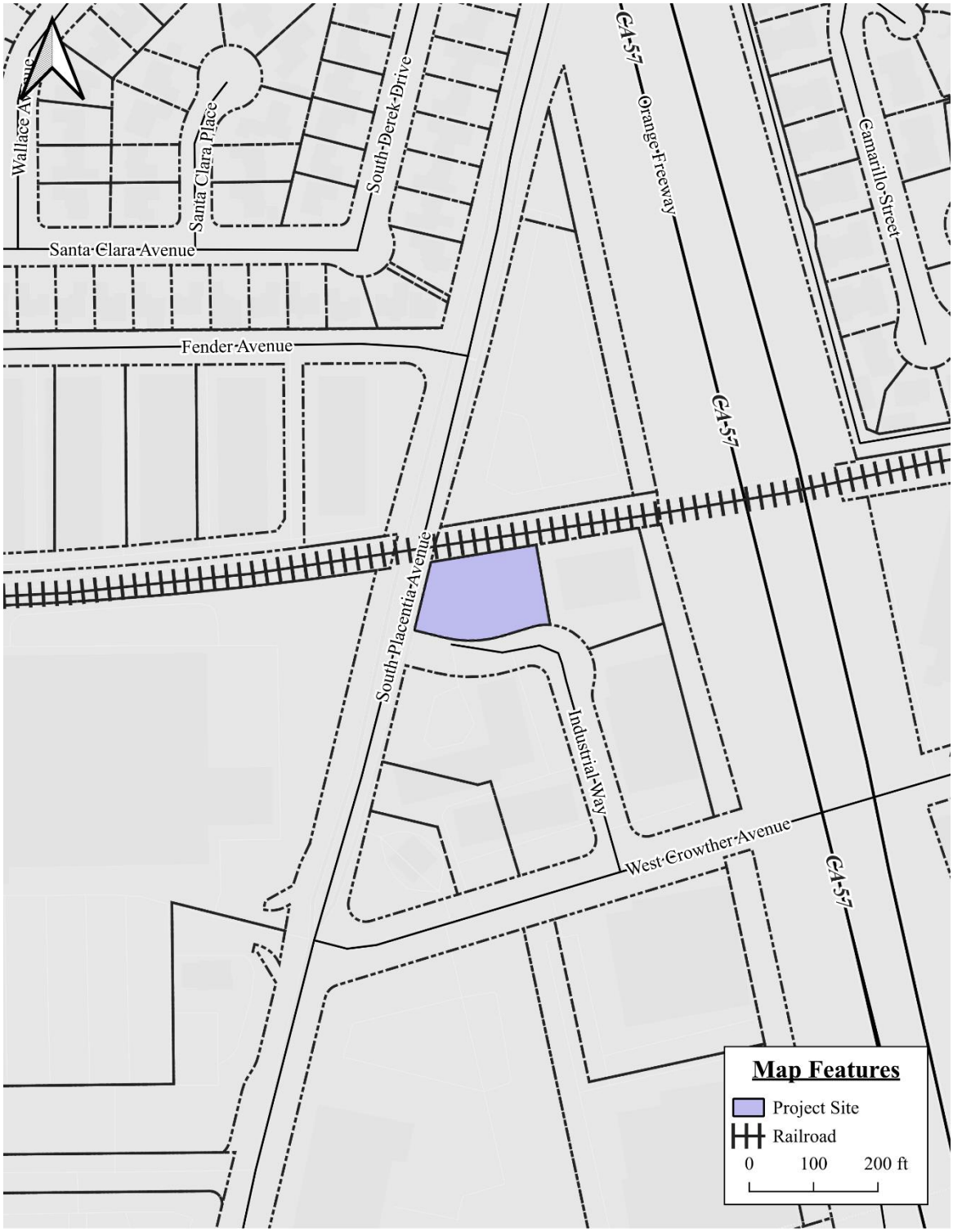

EXHIBIT 3 LOCAL MAP
Source: Blodgett Baylosis Environmental Planning

EXHIBIT 4 AERIAL PHOTOGRAPH

Source: Google Maps

- *Access and Circulation*. Access to the site would be provided by one unsignalized driveway connection with the north side of Industrial Way. The driveway located along the west of the site would provide access to the underground level and the driveway along the east would provide access to the first-floor parking lot. Pedestrian access would be located along the newly rebuilt portion of Industrial Way.
- *Parking*. In total, 82 parking spaces would be provided on the first floor and the basement level. The first floor would have 33 parking spaces: 2 ADA spaces, 7 compact spaces, and 24 standard spaces. The basement level would have 49 parking spaces: 2 ADA spaces, 21 compact spaces, and 26 standard spaces.
- *Utilities*. Electrical power to the project would be provided by Southern California Edison (SCE). Water service to the project site is provided by the Golden State Water Company while sanitary waste water service is provided by the City of Placentia. Both water and sewer would connect to existing lines under Industrial Way.
- *Landscaping and Walls*. Ground floor and site landscaping would total 693 square feet. Second floor landscaping (including decks and planters) would total 232 square feet.

TABLE 2 PROJECT SUMMARY

Project Element	Description
Site Area	0.49 acres (21,517 sq. ft.)
Total Building Floor Area	42,631 sq. ft.
Building Height	63-feet, 4-level building (excluding 1 underground level)
Guest Rooms	86 Rooms
Landscaping/Open Space Area	924 sq. ft.
Amenities	Entertainment Room, Fitness Room, Lounge, Conference Room, Dining Area, Lobby Area, Guest Laundry, Outdoor Deck
Total Parking Spaces	82 spaces
1st Floor Parking	33 Spaces: 2 ADA, 7 Compact, 34 Standard
Basement Parking	49 Spaces: 2 ADA, 21 Compact, 26 Standard

Source: Make Architecture

The proposed site plan is shown in Exhibits 5 and 6. Building elevations are provided in Exhibits 7 to 10.

EXHIBIT 5 FIRST FLOOR PLAN
Source: Make Architecture

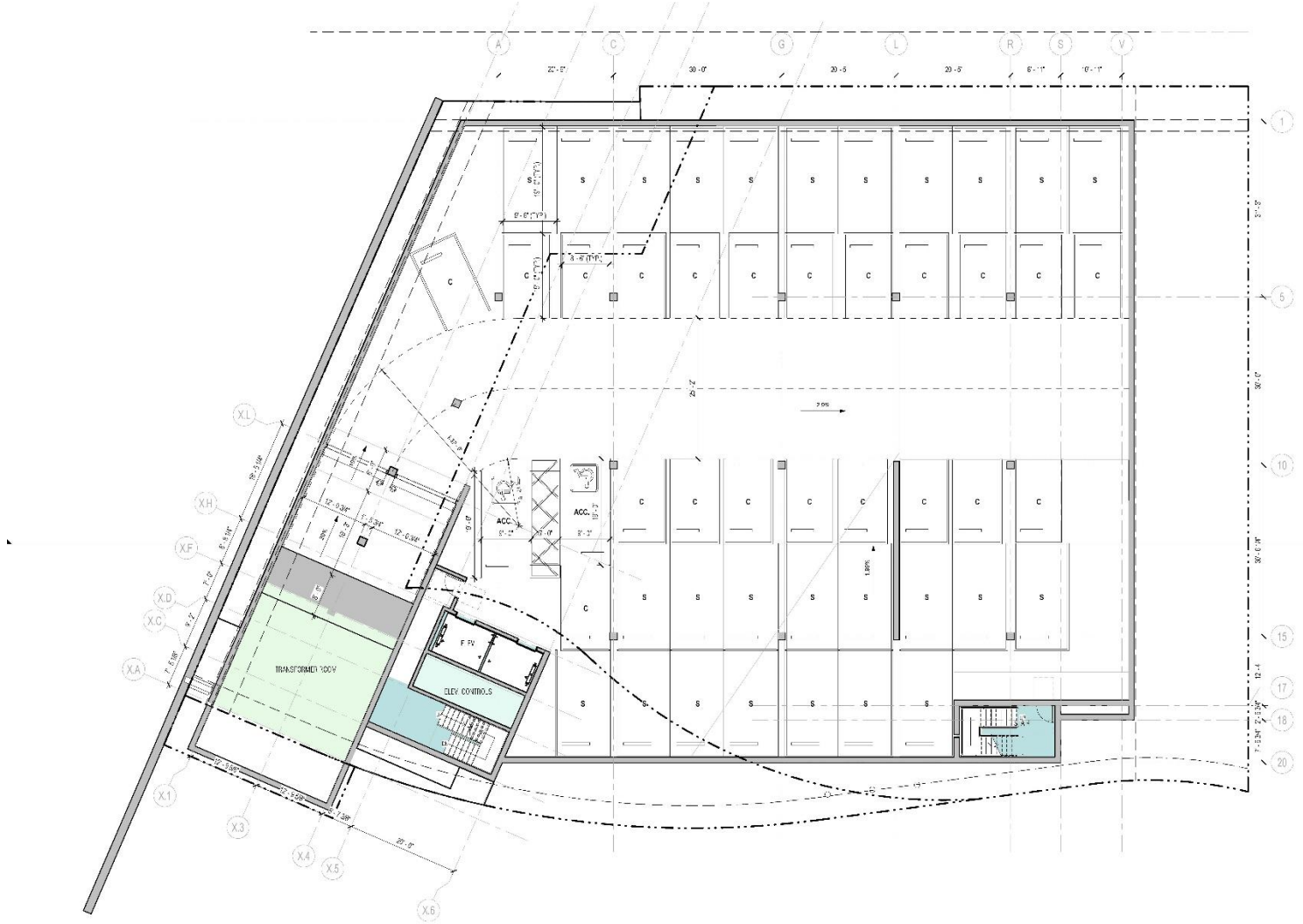

EXHIBIT 6 BASEMENT LEVEL PLAN

Source: Make Architecture

EXHIBIT 7 SECOND FLOOR PLAN
Source: Make Architecture

EXHIBIT 8 NORTH AND SOUTH ELEVATIONS

Source: Make Architecture

EXHIBIT 9 EAST AND WEST ELEVATIONS

Source: Make Architecture

Disposition and Development Agreement No. DDA 2025-01, Use Permit No. UP 2025-02, and Development Plan Review No. DRP 2025-01 would consist of the following elements:

- *Disposition and Development Agreement*. This application would permit the acquisition of approximately 6,358 square feet of public right-of-way on Industrial Way and to allow relief from specific development standards applicable to the C-2 (H65) zoning designation. The total site area following the land acquisition would be 21,517 square feet. The Industrial Way cul-de-sac would be narrowed following the DDA.

- *Use Permit*. This application would allow the establishment of hotels in the C-2 – Community Commercial District when they meet all the requirements of as specified under Placentia Municipal Code Chapter 23.36 "C-2" – Community Commercial District, Section 23.36-040. The application would also allow the onsite sale and consumption of alcoholic beverages exclusively for registered hotel guests as an accessory use to the primary hotel operations.

5. CATEGORICAL EXEMPTION FINDINGS

The City of Placentia is required to make the following environmental findings in support of this Infill Exemption (refer to CEQA Guidelines §15332).[7] The analysis in support of the findings is summarized under each finding and where required, a more detailed technical analysis is provided in the Appendices.

- *Section 15332 (a)*. The project must be consistent with the applicable General Plan designation and all applicable General Plan policies as well as with the applicable zoning designation and regulations (refer to Section 5.1).
- *Section 15332 (b)*. The proposed development site is located within the City limits on a project site of no more than five acres. The site is substantially surrounded by urban development (refer to Section 5.2).
- *Section 15332 (c)*. The project site has no value as habitat for endangered, rare or threatened species (refer to Section 5.3).
- *Section 15332 (d)*. The approval of the proposed project must not result in any significant effects relating to traffic, noise, air quality, or water quality (refer to Section 5.4).
- *Section 15332 (e)*. The site can be adequately served by all required utilities and public services. (refer to Section 5.5).
- *Section 15300.2[b] [c][d][[e][f]*. In addition to the above requirements, the proposed infill project must not result in any significant adverse impacts that would include any of the following impacts outlined herein in Section 5.6:
    - All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant (refer to Section 5.6.1).

[7] CEQA Guidelines California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19. Categorical Exemptions. (Section 153332).

- A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances (refer to Section 5.6.2).
- A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR(refer to Section 5.6.3).
- A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code (refer to Section 5.6.4).
- A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource (refer to Section 5.6.5).

FINDINGS 5.1 - LAND USE COMPATIBILITY

THRESHOLDS OF SIGNIFICANCE

The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

ENVIRONMENTAL ANALYSIS

The project site is located on a vacant property and is surrounded by urban development. The site was formerly used for outdoor storage of pipes and included gravel site coverage. Currently, the site is unused with the gravel being removed. The site is currently fenced off and is disturbed with litter scattered throughout. The proposed land acquisition as part of DDA 2025-01 is currently the northern portion of the Industrial Way ROW including a sidewalk and roadway. The site is designated as *Commercial* in the City of Placentia General Plan and is zoned *Community Commercial* (*Height Overlay District*) (*C-2 (H-65)*) under the City of Placentia Zoning Ordinance. The surrounding land uses include the following:[8]

- *North of the Site:* The Burlington Northern and Santa Fe Railway Transcon line extends along the project site's north side. The Springhill Suites hotel (380 South Placentia Avenue) is located north of the railway. This area is designated as *Commercial* in the City of Placentia General Plan and is zoned *Community Commercial* (*Height Overlay District*) (*C-2 (H-65)*).[9]
- *South of the Site:* Industrial Way extends along the south side of the project site. A multi-tenant industrial building (473 Industrial Way) is located further south of the aforementioned roadway. This area is designated as *Industrial* in the City of Placentia General Plan and is zoned *Manufacturing*.
- *West of the Site:* South Placentia Avenue extends along the west of the site. Further west is a Sam's Club Warehouse Club (603 South Placentia Avenue) and is outside of the city borders. This area is designated as *Industrial* and is zoned *Manufacturing Park (M-P-200)* in the City of Fullerton.

[8] Google Earth. Website accessed July 18, 2025.

[9] Ibid. Placentia General Plan Map, website accessed on July 18, 2025.

- *East of the Site:* A paint warehouse facility, TC Specialties, Inc (460 Industrial Way), is located to the east of the project site. CA-57 is located east of the adjacent property, approximately 280 feet east of the project site. This area is designated as *Commercial* in the City of Placentia General Plan and is zoned *Community Commercial* (*Height Overlay District*) (*C-2 (H-65)).*

The project and its proposed commercial use are consistent with the existing surrounding land uses and development. The proposed hotel use would be permitted within the Community Commercial District with the approval of a Use Permit. The Community Commercial classification caters towards a larger market area including and beyond local residents. The applicant is requesting the following relief from development standards related to minimum lot size requirements and parking requirements as part of DDA 2025-01 . The project would comply with the development standards of the C-2 zone following the approval of DDA 2025-01. The project would also be consistent with the adopted land use policies for the area including policies LU 1.3, LU 2.3, LU 2.4, LU 4.1, LU 4.2, LU 4.6, LU 5.1, LU 5.4, LU 5.7. *The project is consistent with this finding*.

FINDINGS 5.2 - PROJECT SITE SIZE

THRESHOLDS OF SIGNIFICANCE

The proposed project must be located within the City limits on a project site of no more than five acres in area

ENVIRONMENTAL ANALYSIS

The proposed project site is located within the corporate boundaries of the City of Placentia on a project site consisting of less than five acres. Currently, the parcel has an area of 15,195 square feet. DDA No. 2025-01 would permit the acquisition of approximately 6,358 square feet of public right-of-way on Industrial Way. The project's area is 21,517 square feet in total following the land acquisition. As indicated herein in Section 5.2, the site is surrounded by urban development. *The project is consistent with this finding*.

FINDINGS 5.3 - HABITAT VALUE

THRESHOLDS OF SIGNIFICANCE

The project site has no value, as habitat for endangered, rare, or threatened species.

ENVIRONMENTAL ANALYSIS

The project site is located on a disturbed property that is currently designated as *Commercial* in the City of Placentia General Plan and is zoned *Community Commercial* (*Height Overlay District*) (*C-2 (H-65)*) under the City of Placentia Zoning Ordinance. The project site is located on a vacant property.

No natural habitat is present in the area. A review of aerial imagery indicates that 2011 the site was completely covered over with gravel. Sometime between 2011 through 2015 the gravel was removed. In June 2022, the site was used as an outdoor storage yard for pipes. No natural habitat is present in the area.

The project site's isolation from other natural open space areas limits its utility as a habitat or an animal migration corridor.

The project site and the surrounding areas are not conducive for the survival of any special status species due to the lack of suitable riparian and/or natural habitat. Constant disturbance from traffic in the active railroad right of ways, CA-57, roadways, and other human activity further limits the site's utility as a sensitive habitat or migration corridor.[10] Since the site is located within an established urban area that is located within the western city area, and lacks suitable habitat, the site's utility as a natural habitat and migration corridor is restricted. No trees exist onsite. A total of 22 new trees would be planted: 9 trees on the ground level and 13 trees within the outdoor deck on the second floor. Ground floor and site landscaping would total 693 square feet. Second floor landscaping (including decks and planters) would total 232 square feet. *The project is consistent with this finding*.

FINDINGS 5.4 - SIGNIFICANT EFFECTS (TRAFFIC, NOISE, AIR, PUBLIC SERVICES AND UTILITIES)

5.4.1 TRAFFIC

THRESHOLDS OF SIGNIFICANCE

The proposed project must not result in any significant effects relating to traffic. A significant traffic impact will be first determined by the number of vehicle trips that will be generated by the proposed project and the attendant vehicle miles travelled (VMT) impacts. Other variables that would be considered include the project's consistency with the City's off-street parking requirements and onsite circulation.

ENVIRONMENTAL ANALYSIS

Trip generation represents the amount of traffic attracted and produced by a project development. Trip generation rates were derived from the Institute of Transportation Engineers (ITE) "Trip Generation" Eleventh Edition. As shown in Table 2, the proposed project is expected to generate 687 daily trips, with 40 trips occurring during the morning (AM) peak hour and 51 trips occurring during the evening (PM) peak hour.

TABLE 3 PROJECT TRIP GENERATION

Land Use	Factor or Unit	Quantity	AM Peak Hour	PM Peak Hour	Average Daily Traffic (ADT)
Proposed Project Trip Generation Rate					
Hotel (ITE 310)	Trip/Room	86 Units	0.46	0.59	7.99
Proposed Trip Generation					
Hotel (ITE 310)	--	--	40	51	687

The City of Placentia requested the analysis assess the -project's impacts at the intersection of (Industrial Way/Crowther Avenue based on the study intersection peak hour level of service analysis and findings based on the City of Placentia performance criteria and thresholds for requiring level of service

[10] Google Maps and City of Placentia Zoning Map. Website accessed on July 18, 2025.

improvements. Based on the City of Placentia performance criteria and Highway Capacity Manual (HCM) analysis methodology, the study area intersection currently operates at an acceptable level of service (LOS B or better) and is forecast to continue to operate at an acceptable level of service (LOS B or better) during the peak hours for all of the evaluated analysis scenarios. Hence, based on the City of Placentia thresholds, no additional improvements are required by the proposed project at the study intersection.

Access to the site would be provided by two driveway connections to the north side of Industrial Way. The driveway located along the west of the site would provide access to the underground level and the driveway along the east would provide access to the first-floor parking lot. Pedestrian access would be located along the newly rebuilt portion of Industrial Way. In total, 82 parking spaces would be provided on the first floor and the basement level. The first floor would have 33 parking spaces: 2 ADA spaces, 7 compact spaces, and 24 standard spaces. The basement level would have 49 parking spaces: 2 ADA spaces, 21 compact spaces, and 26 standard spaces.[11][12]

According the City of Placentia Municipal Code, the project is required to provide a total of 86 onsite parking spaces. The project is proposing to provide a total of 82 onsite parking spaces, it is deficient by four (4) parking spaces based on the City's Code. As previously noted, the use of valet services might allow for more than 82 vehicles to be parked onsite. However, the valet operations plan would need to satisfy the requirements of the fire department for drive aisle widths, etc.

Based on a study of other hotel uses, the parking requirement of 1.0 spaces per room might not be required. New travel and parking patterns such as use of ride share services has modified traffic and parking demand patterns. Additionally, hotel uses are not usually 100 percent operational as some of the rooms are not usable at any time due to various reasons such as maintenance. To provide an additional source of information and analysis, the traffic engineer (MAT Engineering, Inc.) has conducted an evaluation of the required number of onsite parking spaces for the proposed project based on other published sources such as the Institute of Transportation Engineers (ITE) Parking Generation Manual which has just recently been published in October 2023. The source is widely utilized by transportation professionals, engineers and planners and includes the following:

- Data from over 10,000 peak-period parking demand counts;
- Coverage of 100+ land uses, including mixed-use development contexts;
- Parking demand estimates provided for weekday and weekend peaks;
- Data stratified by location type, setting, and development characteristics; and,
- Summary statistics and graphical plots for each land use code.

The manual recommends that planning professionals to make more informed decisions about parking requirements, supply, and utilization. Based on the ITE Parking Generation Manual, the project is likely to provide a surplus of 26 parking spaces even with 82 spaces being provided. The aforementioned manual recommends that a parking demand rate be calculated using a weekday rate of 0.64 spaces per room and a weekend rate of 0.65 spaces per room. Using these rates, the project would have a surplus of 26 spaces. According to the traffic and parking analysis, the project would provide an adequate number of parking

[11] Mat Engineering, Inc. *450 South Placentia Avenue Hilton Tru Hotel Project Focused Traffic and Parking Study*. October 31, 2025.
[12] Kate Architecture. *Placentia Tru Hotel*. April 17, 2025.

spaces (82 spaces) as planned. Based on the ITE parking demand, the provision of 82 spaces would translate into a surplus of 26 surplus spaces to accommodate the parking demand of the proposed 86-room hotel. As previously noted, the use of valet services might allow for more than 82 vehicles to be parked onsite. However, the valet operations plan would need to satisfy the requirements of the fire department for drive aisle widths, etc.[13]

CEQA Guidelines Section 15064.3 subdivision (b)(3) and (b)(4) focuses on the evaluation of a project's VMT. As previously mentioned above, the proposed project will not create a significant amount of traffic in the surrounding area. As a result, the proposed project will not result in a conflict or be inconsistent with Section 15064.3 subdivision (b) of the CEQA Guidelines and no impacts will occur. For the purposes of this section, "vehicle miles traveled" refers to the amount and distance of automobile travel attributable to a project. Other relevant considerations may include the effects of the project on transit and non-motorized travel. The City of Placentia has also adopted the following TIA Guidelines to provide details on appropriate screening thresholds that can be used to identify when a proposed land use project is anticipated to result in a less than significant transportation impact without conducting a more detailed analysis. Screening thresholds are as follows:

1. *Transit Priority Area (TPA) Screening*. Per the City of Placentia TIA Guidelines, projects located within a half mile area around an existing major transit stop or an existing stop along a high-quality transit corridor. Per Public Resources Code Section 21064.3, a major transit stop refers to a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. Per Public Resources Code Section 21155, a high quality transit corridor is defined as a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours. The proposed project is not located within a TPA and cannot be screened by this criteria.

2. *Low VMT Area Screening*. Per the City of Placentia TIA Guidelines, residential projects located within a low VMT-generating area may be presumed to have a less than significant impact absent substantial evidence to the contrary. Based on the Fehr & Peers Find Your VMT With VMT+ Tool, the block group the project site is located in would not qualify as a low VMT block group. Therefore, the proposed project cannot be screened by this criteria.

3. *Project Type Screening*. Per City of Placentia TIA Guidelines, some project types may be presumed to have a less than significant impact absent substantial evidence to the contrary. Since the proposed project is only 42,631 square feet and below the 50,000 square foot ceiling, the trip generation and the VMT impacts resulting from the proposed project would be less than significant.

The project is under the threshold for 50,000 square foot threshold for project type screening. Therefore, the proposed project is screened out based on the Project Type and may be presumed to have a less than significant impact on VMT under CEQA. Therefore, no additional traffic analysis is required to satisfy the California Environmental Quality Act (CEQA) requirements for the project under state law.

[13] Matt Engineering, Inc. *450 South Placentia Avenue Hilton Tru Hotel Project Focused Traffic and Parking Study*. October 31. 2025.

5.4.2 NOISE

THRESHOLDS OF SIGNIFICANCE

The approval of the proposed project must not result in any significant effects relating to noise. A significant noise impact would potentially result if the proposed project would potentially impact noise sensitive land uses in the area or create noise levels that would exceed located noise regulations. Consistent with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, a significant impact related to noise would occur if a proposed project were determined to result in any of the following impacts:

- *Noise and Land Use Compatibility*. The generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies;
- *Ground-Borne Vibration Noise*. The generation of excessive ground-borne vibration or ground-borne noise levels; or
- *Aircraft/Airport Noise Exposure*. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels.

ENVIRONMENTAL ANALYSIS

The primary sources of noise in the Placentia planning area are freeways and roadways, railroad operations, and stationary sources. The project site is located in an urbanized setting that contains both commercial and industrial uses. The predominant source of noise in the area is related to the adjacent railway and traffic traveling on CA-57 freeway located approximately 280 feet east of the project site

The City of Placentia has its own land use compatibility standards based on recommended parameters from the California Governor's Office of Land Use and Climate Innovation (LCI) land use and noise compatibility guidelines. Based on these guidelines, the City has established interior and exterior noise standards for various types and/or categories of development. The City's compatibility standards provide only for normally acceptable conditions based on State recommendations and City land use designations. For commercial development, according to the City of Placentia General Plan Noise Element Table 7-6, the City's noise compatibility standard is 65 dBA for exterior noise exposure anytime.[14]

According to the Metrolink service schedule, trains on the 91/Perris Valley Line are expected to travel past the project site from approximately 5:40 AM to 7:40 AM and from 4:10 PM to 7:10 PM from Monday through Friday. Trains run approximately every 40 minutes to hour within these periods. On weekends, trains travel past the site twice in the morning at approximately 8:20 AM and 9:20 AM and twice in the afternoon at approximately 3:40 PM and 7:40 PM.

In 2007, the City adopted the Placentia "Quiet Zone," to silence unnecessary train whistles. All trains are prohibited from using horns, 24 hours a day, in the quiet zone unless the engineer feels an emergency exists that threatens human or animal injury or property damage. There are three railroad crossings in Placentia

[14] City of Placentia. *City of Placentia General Plan Noise Element*.

with no grade separations and a Quiet Zone is in effect to reduce the train noise at these locations.[15] The crossing at South Placentia Avenue, located adjacent to the north of the project site, is a grade-separated crossing, therefore horns would not be used at this site.

Noise and Land Use Compatibility Impacts.

The nearest sensitive receptors to the project site include single-family residences located approximately 360 feet northwest of the project site. The City of Placentia Municipal Code Section 23.81.170 – Grading, construction and maintenance of real property, limits construction hours to 7:00 AM through 7:00 PM on weekdays and 9:00 AM through 6:00 PM on Saturday.

Most construction noise would occur during the site preparation, grading, and building construction when nosier equipment would be operating. Noise levels during construction would be an accumulation of equipment operation at varying locations within the construction site. The construction equipment within the project site would be limited to smaller trucks, loaders, pavers, and forklifts (the existing parking area has been graded and is level. The Federal Transportation Administration (FTA) General Assessment for Construction Noise sets a maximum criteria for construction noise before the adverse community reaction. This threshold is 90dbA during the daytime for residential receptors. It is important to note that this equipment will be used intermittently during construction hours only. The project's construction noise levels were estimated using the Federal Highway Administration's (FHWA) Roadway Construction Noise Model Version 1.1. The distance used between the construction activity and the nearest sensitive receptors was set at 360 feet. This figure was derived from the distance of the nearest sensitive receptor to the center of the project site. As shown below in Table 4, the proposed project would not violate any construction noise level standards.

TABLE 4 CONSTRUCTION NOISE

Construction Phase	Noise Level at Nearest Receptor	Threshold
Site Preparation/Grading	70.4 dB	90 dB
Building Construction	67.4 dB	90 dB
Paving	73.3 dB	90 dB
Architectural Coating	60.5 dB	90 dB

Source: Blodgett Baylosis Environmental Planning

Upon completion of construction and occupancy of the proposed project, on-site operational noise would be generated mainly by car engines starting and vehicle traffic, which would not exceed the permitted noise level. The cumulative traffic associated with the proposed project will not be great enough to result in a measurable or perceptible increase in traffic noise (it typically requires a doubling of traffic volumes to increase the ambient noise levels to 3.0 dBA or greater). the proposed project is expected to generate 687 daily trips, with 40 trips occurring during the morning (AM) peak hour and 51 trips occurring during the evening (PM) peak hour. The ADT for South Placentia Avenue is 19,820. These volumes would not result in a doubling of traffic an any local arterials. *The proposed project is consistent with this finding and the environmental impacts would be less than significant.*

[15] Michael Baker International. *City of Placentia General Plan - Rail Noise. Adopted October 1, 2019*

Ground-Borne Vibration Noise

The construction of the proposed project will result in the generation of vibration and noise, though the vibrations and noise generated during the project's construction will not adversely impact the nearby sensitive receptors. The background vibration velocity level in residential areas is usually around 50 vibration velocity level (VdB). The vibration velocity level threshold of perception for humans is approximately 65 VdB. A vibration velocity of 78 VdB is the approximately dividing line between barely perceptible and distinctly perceptible levels for many people. Sources within buildings such as operation of mechanical equipment, movement of people, or the slamming of doors causes most perceptible indoor vibration. The nearest structure to the project site is an industrial building located approximately 50 feet east of the project site. The FTA guidelines state the threshold for vibration velocity in industrial areas where the usage would be infrequent is 90 VdB. Construction activities may result in varying degrees of ground vibration, depending on the types of equipment, the characteristics of the soil, and the age and construction of nearby buildings.

The operation of construction equipment causes ground vibrations that spread through the ground and diminish in strength with distance. Ground vibrations associated with construction activities using modern construction methods and equipment rarely reach the levels that result in damage to nearby buildings though vibration related to construction activities may be discernible in areas located near the construction site. A possible exception is in older buildings where special care must be taken to avoid damage. The FTA has guidelines for vibration levels from construction related to their activities and recommends that the maximum peak-particle-velocity (PPV) levels remain below 0.5 inches per second at the nearest industrial structures. PPV refers to the movement within the ground of molecular particles and not surface movement. Vibration levels above 0.5 inches per second have the potential to cause architectural damage to normal dwellings. The FTA also states that vibration levels above 0.04 inches per second (in/sec) are sometimes perceptible to people, and the level at which vibration becomes an irritation to people is 0.4 inches per second. The project's implementation will not require deep foundations. The use of shallow foundations precludes the use of pile drivers or any auger type equipment. However, other vibration generating equipment may be used on-site during construction. As stated above, the project will require the use of excavators, loaders, bulldozers, and haul trucks.

TABLE 5 CONSTRUCTION VIBRATION

Construction Equipment	PPV @50 ft. (inches/sec.)	Vibration (VdB) @50 ft.
Vibratory Roller	0.074	85
Hoe Ram	0.031	78
Large Bulldozer	0.031	78
Caisson Drilling	0.031	78
Loaded Trucks	0.027	77
Small Bulldozer	0.001	49

Source: Blodgett Baylosis Environmental Planning

As shown in Table 5, the peak-particle-velocity levels would remain below 0.5 inches per second and the vibration velocity would be below 90 VdB at the nearest structures during the construction phase.

Once operational, the proposed project would not generate excessive ground-borne noise because the project will not require the use of equipment capable of creating ground-borne noise. As previously mentioned, the cumulative traffic associated with the proposed project will not be great enough to result in a measurable or perceptible increase in traffic noise. *The proposed project is consistent with this finding and the environmental impacts would be less than significant.*

Aircraft/Airport Noise Exposure

The Fullerton Municipal Airport is located approximately 5.4 miles west of the project site.[16] The project site is not located within the approach or takeoff zones of the runway. In addition, the project site is not located within the aforementioned airport's designated compatibility review areas.[17] Furthermore, the project site is not located within any 70 Community Noise Equivalent Level (CNEL) contour line boundaries.[18] As a result, the proposed project will not expose people residing or working in the project area to excessive noise levels related to airport uses. *The proposed project is consistent with this finding and the environmental impacts would be less than significant.*

5.4.3 AIR QUALITY

THRESHOLDS OF SIGNIFICANCE

The City of Placentia is located within the South Coast Air Basin (SCAB) and is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). Projects in the South Coast Air Basin (SCAB) generating construction and operational-related emissions that exceed any of the following emissions thresholds are considered to be significant under CEQA.

- *Ozone (O_3)* is a nearly colorless gas that irritates the lungs, damages materials, and vegetation. Ozone is formed by photochemical reaction (when nitrogen dioxide is broken down by sunlight).

- *Carbon Monoxide (CO)* is a colorless, odorless toxic gas that interferes with the transfer of oxygen to the brain and is produced by the incomplete combustion of carbon-containing fuels emitted as vehicle exhaust. The threshold is 548 pounds per day of carbon monoxide (CO).

- *Nitrogen Oxide (NO_x)* is a yellowish-brown gas, which at high levels can cause breathing difficulties. NO_x is formed when nitric oxide (a pollutant from burning processes) combines with oxygen. The daily threshold is 137 pounds per day of nitrogen oxide (NO_x).

- *Sulfur Dioxide* (SO_2) is a colorless, pungent gas formed primarily by the combustion of sulfur-containing fossil fuels. Health effects include acute respiratory symptoms. The daily threshold is 137 pounds per day of sulfur oxides (SO_x).

[16] Google Earth. Website accessed July 21, 2025.

[17] Ibid.

[18] City of Fullerton. *The Fullerton Plan – The Fullerton Built Environment – Exhibit 14*. Adopted May 2012.

- *PM_{10} and $PM_{2.5}$* refers to particulate matter less than ten microns and two and one-half microns in diameter, respectively. The daily threshold is 82 pounds per day of PM_{10} and 65 pounds per day of $PM_{2.5}$.

- *Reactive Organic Gasses (ROG)* refers to organic chemicals that, with the interaction of sunlight photochemical reactions may lead to the creation of "smog." The daily threshold is 137 pounds per day of ROG.

ENVIRONMENTAL ANALYSIS

The analysis of daily construction and operational emissions was prepared utilizing the California Emissions Estimator Model (CalEEMod V.2022.1.1.29) developed for the SCAQMD (these CalEEMod computer worksheets are attached as an Appendix to this air quality analysis). The project's construction period would include the interior improvements to construct the new 86 room hotel and the finishing of the project (paving, painting, and the planting of landscaping). The entire construction period was assumed to be 6 months. As shown in Table 6, daily construction emissions would not exceed the SCAQMD's significance thresholds. Therefore, the maximum daily construction-related emissions would be less than significant.

TABLE 6 ESTIMATED DAILY CONSTRUCTION EMISSIONS

Construction Phase	ROG	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
Maximum Daily Emissions	79.2	17.1	17.7	0.04	4.01	1.92
Daily Thresholds	137	137	548	137	82	65
Significant Impact?	No	No	No	No	No	No

Source: CalEEMod V.2022.1.1.29

Long-term emissions refer to those air quality impacts that would occur once the proposed project has been constructed and is operational. These impacts would continue over the operational life of the project. The two main sources of operational emissions include mobile emissions and area emissions related to the production and consumption of energy. Table 7 depicts the estimated project operational emissions related to the project's operation. As indicated in Table 7, the projected maximum long-term emissions are below thresholds considered to represent a significant impact.

TABLE 7 ESTIMATED OPERATIONAL EMISSIONS IN LBS./DAY

Emission Source	ROG	NO_x	CO	SO_2	PM_{10}	$PM_{2.5}$
Maximum Daily Emissions	3.53	2.05	20.7	0.05	4.83	1.27
Daily Thresholds	137	137	548	137	82	65
Significant Impact?	No	No	No	No	No	No

Source: CalEEMod V.2022.1.1.29

Sensitive receptors refer to land uses and/or activities that are especially sensitive to poor air quality and typically include residences, board and care facilities, schools, playgrounds, hospitals, parks, childcare centers, and outdoor athletic facilities, and other facilities where children or the elderly may congregate.

These population groups are generally more sensitive to poor air quality. The nearest sensitive receptors to the project site are single-family homes located approximately 360 feet northeast from the project site. The SCAQMD requires that CEQA air quality analyses indicate whether a proposed project would result in an exceedance of *localized emissions thresholds* or LSTs. LSTs only apply to short-term (construction) emissions at a fixed location and do not include off-site or area-wide emissions.

The pollutants that are the focus of the LST analysis include the conversion of NO_x to NO_2; carbon monoxide (CO) emissions from construction; PM_{10} emissions from construction; and $PM_{2.5}$ emissions from construction. For purposes of the LST analysis, the receptor distance used was 100 meters since the nearest sensitive receptor is located approximately 360 feet northwest of the project site. As shown in Table 8, the proposed project would not result in an exceedance in LSTs. *Therefore, project impacts would be less than significant. The proposed project is consistent with this finding and the environmental impacts would be less than significant.*

TABLE 8 LOCAL SIGNIFICANCE THRESHOLDS EXCEEDANCE SRA 16 FOR 1-ACRE SITES

Emissions	Project Emissions (lbs./day)	Type	Allowable Emissions Threshold (lbs./day) and a Specified Distance from Receptor (in meters)				
			25	50	**100**	200	500
NO_x	**17.1/2.05**	Construction/ Operation	103	104	**121**	159	252
CO	**17.7/20.7**	Construction/ Operation	522	685	**1,014**	1,975	6,531
PM_{10}	**4.01**	Construction	1	3	**6**	13	32
PM_{10}	**4.87**	Operation	4	10	**24**	5	137
$PM_{2.5}$	**1.92**	Construction	1	1	**3**	5	18
$PM_{2.5}$	**1.27**	Operation	3	4	**9**	20	74

Source: CalEEMod V.2022.1.1.29

5.4.4 WATER QUALITY

THRESHOLDS OF SIGNIFICANCE

The approval of the proposed project must not result in any significant effects relating to water quality. A significant water quality impact would potentially result if the proposed project would result in water pollution impacts on-site or offsite during construction or operations.

ENVIRONMENTAL ANALYSIS

Sanitary sewer and water service would be provided to the project site through utility lines under Industrial Way. The project Applicant will be required to comply with Chapter 17.93 - Erosion and Sediment Control, of the Placentia Municipal Code regulates erosion and sediment control. The project Applicant will be required to adhere to the regulations outlined in Section 17.93.050 – Soil Erosion and Sediment Control Plan. These regulations are as follows:

- No land clearing or grading other than those activities listed as exemptions under the Code or as determined by the Director of Public Works shall occur unless said land clearing or grading is in compliance with an approved Soil Erosion and Sediment Control Plan and/or Permit issued in accordance with the provisions of this chapter.

- A Soil Erosion and Sediment Control Plan shall be submitted and approved in accordance with the provisions of this chapter prior to the issuance of building permits, soil erosion and sediment control permits, grading permits or any other permit where, in the opinion of the Director of Public Works, erosion can reasonably be expected to occur.

- Soil Erosion and Sediment Control Plans shall include the measures required by the Code. Additional measures or modifications of proposed measures may be required by the Director of Public Works prior to the approval of a Soil Erosion and Sediment Control Plan.

- The Director of Public Works shall specify the application requirement for Soil Erosion and Sediment Control Plans and Permits including, but not limited to: requirements for the submittal of plans and supporting data as required by the Director of Public Works to accompany applications for Soil Erosion and Sediment Control Plans and/or Permits; licensing and/or certification requirements for those preparing Soil Erosion and Sediment control Plan and/or Permit submittal; and, the incorporation and coordination of Soil Erosion Control Plans and/or Permits with other plan requirements.

The proposed project will be required to implement storm water pollution control measures pursuant to the National Pollutant Discharge Elimination System (NPDES) requirements. Prior to the start of construction, construction operators must obtain coverage under a NPDES permit, which is administered by the State. In order to obtain an NPDES permit, the project Applicant must prepare a Stormwater Pollution Prevention Plan (SWPPP). The County has identified sample construction Best Management Practices (BMPs) that may be included in the mandatory SWPPP.

The proposed project's construction would not violate any water quality standards, waste discharge requirements, or otherwise degrade surface or groundwater quality. Construction of the proposed project would not include any significant new include grading, excavation, and other earthmoving activities that have the potential to cause erosion that would subsequently degrade water quality and/or violate water quality standards. *Adherence to the aforementioned City mandated requirements ensure that impacts remain less than significant. The project is consistent with this finding and the environmental impacts would be less than significant.*

FINDING 5.5 - SIGNIFICANT EFFECTS ON UTILITIES AND PUBLIC SERVICES (CEQA SECTION 15332 (E)

5.5.1 PUBLIC SERVICES

THRESHOLDS OF SIGNIFICANCE

The site can be adequately served by all required utilities and public services.

ENVIRONMENTAL ANALYSIS

The Placentia Fire and Life Safety Department (PFLSD) provides 24-hour emergency response services to the City of Placentia. Fire Station 1 is located at 110 South Bradford Avenue; and Fire Station 2 is located at 1530 North Valencia Avenue. The PFLSD currently reviews all new development plans. The proposed project will be required to conform to all fire protection and prevention requirements, including, but not limited to, building setbacks, emergency access, and fire flow (or the flow rate of water that is available for extinguishing fires). The proposed 86 room hotel development would only place an incremental demand on fire services since the project will be constructed with strict adherence to all pertinent building and fire codes on land designated for commercial uses. In addition, the proposed project would be required to implement all pertinent fire code standards including the installation of fire hydrants and sprinkler systems inside the buildings. Furthermore, the project will be reviewed by PFLSD officials to ensure adequate fire service and safety as a result of project implementation.

The proposed project would not negatively impact fire protection services since the new hotel would be constructed in accordance with current fire and building codes. As part of the project review process, the City has reviewed the new hotel development and made recommendations for fire protection services. The buildings' construction, height, and use would not require any special equipment or apparatus in the event of a fire or emergency. *Therefore, project impacts would be less than significant. The proposed project is consistent with this finding and the environmental impacts would be less than significant.*

Law Enforcement

Law enforcement services within the City are provided by the Placentia Police Department which serves the community, approximately 4,238-acres, from one police station. The Department operates out of a facility located at 401 East Chapman Avenue. According to the most recent Placentia Police Department Strategic Plan as of this time (2021 to 2023), the current police service ratio is 1.04 full-time equivalent (FTE) sworn officers per 1,000 residents. Due to the project's commercial nature, the proposed hotel development would not directly result in population increase. The proposed project would be required to implement all required standard development requirements in accordance with Placentia Police Department Penal Code section 1405, relating to building safety. *Therefore, project impacts would be less than significant. The proposed project is consistent with this finding and the environmental impacts would be less than significant.*

Schools

The City of Placentia is located within the service boundaries of the Placentia-Yorba Linda Unified School District. The nearest school to the project site is Melrose Elementary School, located approximately 3,200 feet southeast of the project site. As previously mentioned, due to the commercial nature of the project, the proposed hotel development would not directly result in population increase; therefore, no direct impacts to school facilities would occur. The proposed project would be subject to Senate Bill 50 (SB 50), which requires the payment of mandatory impact fees to offset any impact to school facilities. Pursuant to SB-50, payment of fees to the applicable school district is considered full mitigation for project-related impacts. The proposed project's school enrollment impacts would be offset by the school fees that would be paid by the developer. *The proposed project is consistent with this finding and the environmental impacts would be less than significant.*

Parks and Recreation

The City of Placentia operates 20 parks throughout the City. The nearest public park to the project site is Santa Fe Park, which is located approximately 1,100 feet to the northeast of the project site. The project Applicant will be required to pay in-lieu park fees required by the city. As a result, less than significant impacts to parks and recreational services will occur. *The proposed project is consistent with this finding and the environmental impacts would be less than significant.*

5.5.2 UTILITIES

THRESHOLDS OF SIGNIFICANCE

The site can be adequately served by all required utilities and public services.

ENVIRONMENTAL ANALYSIS

Sewers and Wastewater Treatment

There are no existing water or wastewater treatment plants, electric power plants, telecommunications facilities, natural gas facilities, or stormwater drainage infrastructure located on-site or within adjacent parcels. Therefore, the project's implementation will not require the relocation of any of the aforementioned facilities. Local sewer service is provided by the City of Placentia Public Works Department. The Orange County Sanitation District (OCSD) treats wastewater from the City of Placentia. Local sewer lines are maintained by the City of Placentia. The proposed project will include connections with an existing public sewer main located in Industrial Way. The OCSD owns, operates, and maintains the large trunk sewers of the regional wastewater conveyance system. The OCSD collects, treats, and disposes of and/or reclaims the wastewater generated in northwestern Orange County. OCSD operates two treatment plants that treats approximately 192 million gallons of wastewater generated daily in its service area. As indicated in the Utilities Worksheet contained in Appendix B and summarized in Table 9, the proposed attached hotel project would generate 125 gallons of effluent per day per room for a total of 10,750 gallons per day. The existing sanitary sewer lines can accommodate the sewage flows from the proposed hotel. *Therefore, project impacts would be less than significant. The proposed project is consistent with this finding and the environmental impacts would be less than significant.*

TABLE 9 WASTEWATER (EFFLUENT) GENERATION (GALS/DAY)

Use	Unit	Factor	Generation
Hotel	86 rooms	125 gals./room/day	10,750 gals./day
Total	86 rooms		10,750 gals./day

Source: Projected Utilities Use V.2021

Water

The Yorba Linda Water District and the Golden State Water Company provides water to the residents of Placentia. The proposed project will connect to existing water mains located in South Placentia Avenue and

Industrial Way. As indicated in the Utilities Worksheet contained in Appendix B and summarized in Table 10, the proposed attached hotel project is projected to consume approximately or 187.5 gallons per unit for a total of 16,125 gallons of water on a daily basis.

TABLE 10 WATER CONSUMPTION (GALS./DAY)

Use	Unit	Factor	Generation
Hotel	86 rooms	187.5 gals./room/day	16,125 gals./day
Total	86 rooms		16,125 gals./day

Source: Projected Utilities Use V.2021

The existing water supply facilities and infrastructure will accommodate this additional demand. In addition, the proposed project would be equipped with water efficient fixtures and drought tolerant landscaping will be planted throughout the project site. *Therefore, project impacts would be less than significant. The proposed project is consistent with this finding and the environmental impacts would be less than significant.*

Stormwater

The City of Placentia is served by the Orange County Flood Control District (OCFCD), which operates and maintains regional and municipal storm drainage facilities. The proposed stormwater drainage would closely match the historic drainage pattern. The project would rebuilt gutters along Industrial Way which would flow into a catch basin. Onsite flow would be channeled into a drainage system before flowing into a biofiltration unit. The proposed biofiltration unit would have a treatment flow rate of 0.104 cubic-feet per second. *Therefore, project impacts would be less than significant.*

Solid Waste Collection

Commercial solid waste collection services are provided by Republic Services for disposal into the nearby landfills, primarily the Olinda Alpha landfill. The Olinda Alpha landfill accepts up to 8,000 tons of solid waste on a daily basis and processes an average of 7,000 tons of waste per day. As indicated in the Utilities Worksheet contained in Appendix B and summarized in Table 11, the proposed hotel project is anticipated to generate approximately 516 pounds per day of solid waste. A will serve letter was provided in October 2024. As a result, the potential impacts are considered to be less than significant. *Therefore, project impacts would be less than significant. The proposed project is consistent with this finding and the environmental impacts would be less than significant.*

TABLE 11 SOLID WASTE GENERATION (LBS./DAY)

Use	Unit	Factor	Generation
Hotel	86 rooms	6.00 lbs./room/day	516 lbs./day
Total	86 rooms		516 lbs./day

Source: Projected Utilities Use V.2021

FINDINGS 5.6 – SIGNIFICANT EFFECTS RELATED TO INFILL DEVELOPMENT PROJECTS

FINDING 5.6.1. – CUMULATIVE IMPACT

THRESHOLDS OF SIGNIFICANCE

All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

ENVIRONMENTAL ANALYSIS

Cumulative impacts are defined as two or more individual effects which, when considered together, are considerable, compound or increase environmental effects. In addition, the following findings support the conclusions that no significant cumulative impacts would result:

- The location and extent of the proposed project would be limited to the project site. No other development projects are proposed in the adjacent areas in which the project site is located.
- The analysis determined that the proposed project would not result in any significant traffic impact impacts. The proposed project's daily net trip generation would be 687 daily trips, with 40 trips occurring during the morning (AM) peak hour and 51 trips occurring during the evening (PM) peak hour. Since the proposed project is only 42,631 square feet and below the 50,000 square foot ceiling, the trip generation and the VMT impacts resulting from the proposed project would be less than significant.
- The proposed project's air quality impacts, both short-term and long-term, would be less than significant. As a result, no cumulative air quality thresholds would be exceeded.

The proposed project would be consistent with this finding with respect to cumulative effects.

FINDING 5.6.2. – UNUSUAL CIRCUMSTANCES

THRESHOLDS OF SIGNIFICANCE

A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

ENVIRONMENTAL ANALYSIS

The proposed project would be site-specific within the existing project site and does not contain any unusual aspects in the ongoing operations that may lead to more significant effects. The proposed use is consistent with the commercial uses permitted within the zoning district. *Therefore, no project impacts would result. The proposed project is consistent with this finding and there would be no environmental impacts.*

FINDING 5.6.3. - SCENIC NATURAL VIEWS

THRESHOLDS OF SIGNIFICANCE

The project may result in damage to scenic resources, including, but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within an officially designated scenic highway.

ENVIRONMENTAL ANALYSIS

The nearest officially designated scenic highway is located approximately 3.44 miles southeast of the project site. The project site is located in an urbanized setting that contains commercial and industrial uses. No scenic natural resources or scenic corridor would be affected by the proposed project. The physical improvements would include the development of a 63-foot-tall hotel and would not exceed the 65-foot height limit. Additionally, the proposed development would be of similar size and scale to existing development nearby. The Woodsprings Suite hotel and Jefferson Cenza Apartments are of similar height and are located approximately 150 feet and 770 feet from the project site, respectively. The proposed improvements would not damage any scenic resources due to the site being within a developed urban area. *Therefore, no project impacts would result. The proposed project is consistent with this finding and there would be no environmental impacts.*

FINDING 5.6.4. - CORTESE LISTING

THRESHOLDS OF SIGNIFICANCE

The approval of the proposed project must not be located on a property that has been identified by the Department of Toxic Substances Control (DTSC) and the Secretary for Environmental Protection as being located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

ENVIRONMENTAL ANALYSIS

Government Code Section 65962.5 refers to the Hazardous Waste and Substances Site List, commonly known as the Cortese List. The Cortese List is a planning document used by the State and other local agencies to comply with CEQA requirements that require the provision of information regarding the location of hazardous materials release sites. A search was conducted through the California Department of Toxic Substances Control EnviroStor website to identify whether the project site is listed in the database as a Cortese site.[19] The search indicates the project site is not located on a Cortese site. *Therefore, no project impacts would result. The proposed project is consistent with this finding and there would be no environmental impacts.*

FINDING 5.6.5. - HISTORIC RESOURCES

THRESHOLDS OF SIGNIFICANCE

A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

ENVIRONMENTAL ANALYSIS

The project site is not included on the California Register of Historical Resources (CRHR) designated historic resources. *Thus, no project impacts would result. The proposed project is consistent with this finding and there would be no environmental impacts.*

[19] California, State of. Department of Toxic Substances Control. https://www.envirostor.dtsc.ca.gov/public/map/

CONCLUSIONS

Based on the analysis provided in this Categorical Exemption, the project meets and complies with the conditions and requirements of Class 32 (Infill Exemption) and would not have any significant environmental impacts.

PLACENTIA
Rich Heritage, Bright Future

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BYER GEOTECHNICAL, INC.

February 8, 2024
BG 23793

Yagnesh and Chandrakant Patel
17708 Alburtis Avenue
Artesia, California 90701

Subject

Transmittal of Geotechnical Engineering Exploration
Proposed Five-Story Hotel over a Subterranean Parking Level
Assessor's Parcel No. 339-042-04
Portion of Lot 6, Tract 5936, and Parcel No. PLA 015-021
450 South Placentia Avenue
Placentia, Orange County, California

Gentlepersons:

Byer Geotechnical has completed our report dated February 8, 2024, which describes the geotechnical engineering conditions with respect to the proposed project. The reviewing agency for this document is the City of Placentia, Building and Safety Department. Copies of the report and USB drive (PDF format) have been distributed as follows:

(1) Yagnesh Patel (E-mail and Mail)
(3) MAKE Architecture, Attention: Matt Kingstreet (E-mail and Mail)

It is our understanding that MAKE Architecture will file the report and USB drive with the City of Placentia. Please review the report carefully prior to submittal to the governmental agency. Questions concerning the report should be directed to the undersigned. Byer Geotechnical appreciates the opportunity to offer our consultation and advice on this project.

Very truly yours,
BYER GEOTECHNICAL, INC.

Raffi S. Babayan
Senior Project Engineer

BYER GEOTECHNICAL, INC.

GEOTECHNICAL ENGINEERING EXPLORATION
PROPOSED FIVE-STORY HOTEL OVER A SUBTERRANEAN PARKING LEVEL
ASSESSOR'S PARCEL NO. 339-042-04
PORTION OF LOT 6, TRACT 5936, AND PARCEL NO. PLA 015-021
450 SOUTH PLACENTIA AVENUE
PLACENTIA, ORANGE COUNTY, CALIFORNIA
FOR YAGNESH AND CHANDRAKANT PATEL
BYER GEOTECHNICAL, INC., PROJECT NUMBER BG 23793
FEBRUARY 8, 2024

GEOTECHNICAL ENGINEERING EXPLORATION
PROPOSED FIVE-STORY HOTEL OVER A SUBTERRANEAN PARKING LEVEL
ASSESSOR'S PARCEL NO. 339-042-04
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FEBRUARY 8, 2024

INTRODUCTION

This report has been prepared per our signed Agreement and summarizes findings of Byer Geotechnical, Inc., geotechnical engineering exploration performed on the subject site. The purpose of this study is to evaluate the nature, distribution, engineering properties, and geologic hazards of the earth materials underlying the site with respect to construction of the proposed project. This report is intended to assist in the design and completion of the proposed project and to reduce geotechnical risks that may affect the project. The professional opinions and advice presented in this report are based upon commonly accepted exploration standards and are subject to the AGREEMENT with TERMS AND CONDITIONS, and the GENERAL CONDITIONS AND NOTICE section of this report. No warranty is expressed or implied by the issuing of this report.

PROPOSED PROJECT

The scope of the proposed project was determined from consultation with Mr. Matt Kingstreet of MAKE Architecture (MAKE), and the preliminary plans prepared by MAKE, dated September 6, 2023. Final plans have not been prepared and await the conclusions and recommendations of this report. The project consists of the construction of a five-story hotel over one subterranean parking

level, which is planned to occupy almost the entire property, and a small portion of the cul-de-sac of Industrial Way that is located on the south side of the subject site. Retaining walls up to eight feet high are planned to support the excavation for the subterranean parking level. Two elevators are planned in the lobby area within the southwest portion of the proposed building. Retaining walls up to six feet high will be required to support the pit portion of the proposed elevators. Access to the subterranean parking level is to be provided by a ramp in the southwest corner of the proposed building, via the cul-de-sac of Industrial Way.

EXPLORATION

The scope of the field exploration was determined from our initial site visit and consultation with Mr. Matt Kingstreet. The preliminary plans prepared by MAKE, dated September 6, 2023, were a guide to our work on this project. Exploration was conducted using techniques normally applied to this type of project in this setting. This report is limited to the area of the exploration and the proposed project as shown on the enclosed Site Plan and cross section. The scope of this exploration did not include an assessment of general site environmental conditions for the presence of contaminants in the earth materials and groundwater. Conditions affecting portions of the property outside the area explored are beyond the scope of this report.

Exploration was conducted on October 19, 2023, with the aid of a hollow-stem-auger drill rig. It included drilling five borings to the approximate depths of 11.5 to 40.4 feet below existing grade. Samples of the earth materials were obtained and delivered to our soils engineering laboratory for testing and analysis. The borings tailings were visually logged by the project soils engineer. Following drilling and sampling, the borings were backfilled and mechanically tamped.

Office tasks included laboratory testing of selected soil samples, review of published maps and photos for the area, review of our files, review of agency files, preparation of a cross section, preparation of the Site Plan, engineering analysis, and preparation of this report. Earth materials

exposed in the borings are described on the enclosed Log of Borings. Appendix II contains a discussion of the laboratory testing procedures and results.

The proposed project and the locations of the borings are shown on the enclosed Site Plan. Subsurface distribution of the earth materials and the proposed project are shown on Section A.

SITE DESCRIPTION

The subject property consists of a vacant, irregularly-shaped, graded parcel that is located within the southwest portion of the city of Placentia, Orange County, California (33.8671° N Latitude, 117.8805° W Longitude). As depicted on the enclosed Aerial Vicinity Map, the property is bounded by the Burlington Northern Santa Fe Railroad on the north, the Industrial Way cul-de-sac on the south, a commercial establishment on the east, and Placentia Avenue on the west where the grade has been lowered to cross beneath the railroad underpass. The property is located approximately 320 feet west of the Orange (57) Freeway and one mile north of the Riverside (91) Freeway. A retaining wall up to 20 feet high is present adjacent to the west property boundary to support the grade change between the subject site and Placenta Avenue. The surrounding area has been developed generally with single-family residences on the north, and commercial/industrial establishments on the east, west, and south.

Based on our review of historic aerial photographs using www.historicaerials.com website, a commercial/industrial establishment previously occupied the subject site since at least 1972, and was apparently removed to facilitate the construction of the railroad underpass on Placentia Avenue, and the associated 20-foot-high retaining wall on the west side of the subject property between 2012 and 2014. Based on the enclosed As-Built plans, the retaining wall (RW No. 2) is supported by a continuous footing that is constructed below the sidewalk of Placentia Avenue, as shown on Drawing No. RW-8 (Appendix I).

Past grading on the site has consisted of a temporary excavation within the west portion during the construction of the railroad underpass on Placentia Avenue. The excavation was backfilled following the construction of the retaining wall on the west side of the site.

Surface drainage is by sheetflow runoff down the contours of the land to the south-southwest to Industrial Way.

GROUNDWATER

Groundwater was not encountered in the borings to the maximum explored depth of 40.4 feet below existing grade. In *Seismic Hazard Zone Report 03,* the California Geological Survey (CGS) has estimated the historically-highest groundwater level at the site was greater than 50 feet below ground surface (CGS, 1997), as shown on the enclosed Historic-High Groundwater Map.

Seasonal fluctuations in groundwater levels occur due to variations in climate, irrigation, development, and other factors not evident at the time of the exploration. Groundwater levels may also differ across the site. Groundwater can saturate earth materials causing subsidence or instability of slopes.

EARTH MATERIALS

Fill (Afu)

Fill, associated with previous site grading, underlies the subject site and ranges from 2½ feet within the east portion, to as much as 20 feet within the west portion as encountered in Borings 2 and 3. Greater depths of fill may occur locally. The fill consists of silty sand, clayey sand, and sand that are dark olive-gray to dark olive-brown, slightly moist to moist, and medium dense to very dense, with varying amounts of asphalt and concrete debris, as well as crushed rock.

Alluvium (Qal/Qyf)

Natural alluvium underlies the east and central portions of the site and was encountered in Borings 1, 4, and 5. The alluvium is on the order of 17½ feet thick and consists of sand, silty sand, and clay that are light brown to olive-brown, slightly moist to very moist, medium dense, and medium stiff.

Older Alluvium (Qvof)

Older alluvium deposits underlie the subject property at depth and were encountered in Borings 1, 2, and 3. The older alluvium consists of a thin layer of sandy clay, underlain by sand. The older alluvium is slightly moist, very stiff, medium dense to very dense.

GENERAL SEISMIC CONSIDERATIONS

Regional Faulting

The subject property is located in an active seismic region. Moderate to strong earthquakes can occur on numerous local faults. The United States Geological Survey, California Geological Survey (CGS), private consultants, and universities have been studying earthquakes in southern California for several decades. Early studies were directed toward earthquake prediction and estimation of the effects of strong ground shaking. Studies indicate that earthquake prediction is not practical and not sufficiently accurate to benefit the general public. Governmental agencies now require earthquake-resistant structures. The purpose of the code seismic-design parameters is to prevent collapse during strong ground shaking. Cosmetic damage should be expected.

Southern California faults are classified as "active" or "potentially active." Faults from past geologic periods of mountain building that do not display evidence of recent offset are considered "potentially active." Faults that have historically produced earthquakes or show evidence of movement within the past 11,000 years are known as "active faults." No known active faults cross the subject

property, and the property is not located within a currently-designated Alquist-Priolo Earthquake Fault Zone (CGS, 2000). Therefore, the potential for surface rupture onsite is considered to be very low.

The known regional local active and potentially-active faults that could produce the most significant ground shaking on the site include the Elsinore-Whittier Section Fault. Another fault that is located near the site is the Puente Hills (Coyote Hills) blind thrust; however, this fault is considered inactive (ICBO, 1998). Forty-one faults were found within a 100-kilometer-radius search area from the site using EZ-FRISK V8.07 computer program. The results of seismic-source analysis are listed in Appendix III. The closest mapped "active" fault is the Elsinore-Whittier Section Fault, a Type A fault that is located 7.4 kilometers (4.6 mile) northeast of the site. The Elsinore-Whittier Section Fault is capable of producing a maximum moment magnitude of 7.9 and an average slip rate of 2.5 ± 1.0 millimeters per year (Cao et al., 2003). General locations of regional active faults with respect to the subject site are shown on the enclosed Regional Fault Map (Appendix III).

Seismic Design Coefficients

The following table lists the applicable seismic coefficients for the project based on the California Building Code:

SEISMIC COEFFICIENTS (2022 California Building Code - Based on ASCE Standard 7-16)		
Latitude = 33.8671° N Longitude = 117.8805° W	Short Period (0.2s)	One-Second Period
Earth Materials and Site Class from Table 20.3.3, ASCE Standard 7-16	Alluvium / Older Alluvium - D	
Mapped Spectral Accelerations from Figures 22-1 and 22-2	S_s = 1.635 (g)	S_1 = 0.576 (g)
Site Coefficients from Tables 11.4-1 and 11.4-2	F_A = 1.0	F_V = 1.7 (g)
Maximum Considered Spectral Response Accelerations from Equations 11.4-1 and 11.4-2	S_{MS} = 1.635 (g)	S_{M1} = 0.979 (g)
Design Spectral Response Accelerations from Equations 11.4-3 and 11.4-4	S_{DS} = 1.090 (g)	S_{D1} = 0.653 (g)
Maximum Considered Earthquake Geometric Mean (MCE_G) Peak Ground Acceleration, adjusted for Site Class effects	PGA_M = 0.769 (g)	

Reference: American Society for Civil Engineers, **ASCE 7 Hazard Tool,** https://asce7hazardtool.online/

The mapped spectral response acceleration parameter for the site for a 1-second period (S_1) is less than 0.75g. The design spectral response acceleration parameters for the site for a 1-second period (S_{D1}) is greater than 0.20g, and/or the short period (S_{DS}) is greater than 0.50g. Therefore, the project is considered to be in Seismic Design Category D.

The principal seismic hazard to the proposed project is strong ground shaking from earthquakes produced by local faults. Modern buildings are designed to resist ground shaking through the use of shear panels, moment frames, and reinforcement. Additional precautions may be taken, including strapping water heaters and securing furniture to walls and floors. It is likely that the subject property will be shaken by future earthquakes produced in southern California.

Seismic Hazard Deaggregation Analysis

A probabilistic seismic hazard deaggregation analysis was performed on the subject site. Seismic parameters were determined using currently-available earthquake and fault information utilizing the 2018 National Seismic Hazard Model (NSHM) for Conterminous U.S. by the United States Geological Survey (USGS) Earthquake Hazard Toolbox (USGS, 2023). A shear-wave velocity (Vs30) of 260 meters-per-second (Site Class D) was used in the analysis. Hazard deaggregation indicates a predominant modal earthquake magnitude of 6.1 (Mw) at a modal distance of 8.2 kilometers. The Peak Horizontal Ground Acceleration (PHGA) with a 10-percent probability of exceedance in 50 years is estimated to be 0.44g on the subject site. These ground motions could occur at the site during the life of the project. Results of the analysis are graphically presented in the enclosed "Seismic Hazard Deaggregation Chart" (Appendix III).

Liquefaction

The CGS has not mapped the site within an area where historic occurrence of liquefaction or geological, geotechnical, and groundwater conditions indicate a potential for permanent ground displacement such that mitigation as defined in Public Resources Code Section 2693 (c) would be required, as shown on the enclosed Seismic Hazard Zones Map. Current and historic-high groundwater levels are more than 50 feet below grade. Therefore, the earth materials underlying the subject site are not considered to be subject to liquefaction.

Earthquake-Induced Landsliding

The CGS has not designated the property within a state zone requiring seismic landslide investigation per Public Resources Code, Section 2693 ©, as shown on the enclosed Seismic Hazard Zones Map. Slopes are not present onsite and, therefore, earthquake-induced landsliding is not considered an issue to the proposed project.

Seiches and Tsunamis

Seiches are large waves generated in enclosed bodies of water, such as lakes and reservoirs, in response to ground shaking. Tsunamis are waves generated in large bodies of water by fault displacement or major ground movement. The site is not located near any lake or reservoir. Furthermore, the site is at an average elevation of 209 feet above mean sea level and is located approximately 15 miles from the Pacific Ocean shoreline. Therefore, the risk to the project from seiches or tsunamis is considered to be nil.

CONCLUSIONS AND RECOMMENDATIONS

General Findings

The conclusions and recommendations of this exploration are based upon review of the preliminary plans, review of published maps, five borings, research of available records, laboratory testing, engineering analysis, and years of experience performing similar studies on similar sites. It is the finding of Byer Geotechnical, Inc., that development of the proposed project is feasible from a geotechnical engineering standpoint, provided the advice and recommendations contained in this report are included in the plans and are implemented during construction.

The recommended bearing materials are the natural alluvium and older alluvium. Conventional foundations may be used to support the east and central portions of the proposed building, where firm natural alluvium is expected at the bottom of excavation for the subterranean level (see Section A). Deepened foundations consisting of friction piles, possibly tied with grade beams, are recommended to support the west portion of the proposed building, to extend below the existing fill and be founded into the alluvium and older alluvium (see Section A). The existing fill should not be used for axial and lateral support. For piles located closer than eight-pile diameters from the underpass retaining wall, the portion of the pile shaft located above a 1:1 plane projected from the bottom of the underpass retaining wall should be provided with a steel casing. The inside diameter of the steel casing should be larger than the size of the friction pile to allow for a minimum of ½ inch lateral movement to avoid a lateral surcharge on the underpass retaining wall.

Soils to be exposed at finished grade are expected to exhibit a low expansion potential.

Geotechnical issues affecting the project include temporary excavations for the subterranean parking level up to 11 feet in height, including an estimate of the conventional foundation/grade beam embedment depth. Temporary shoring consisting of soldier piles and continuous lagging is recommended to facilitate the construction of the subterranean parking level retaining walls and to support existing offsite improvements. Recommendations for temporary shoring are included in the "Temporary Excavations" section of this report.

FOUNDATION DESIGN

Spread Footings

Continuous and/or pad footings may be used to support the east and central portions of the proposed building, provided they are founded in firm alluvium. Continuous footings should be a minimum of 12 inches in width. Pad footings should be a minimum of 24-inches square. The following chart contains the recommended design parameters.

Bearing Material	Minimum Embedment Depth of Footing (Inches)	Vertical Bearing (psf)	Coefficient of Friction	Passive Earth Pressure (pcf)	Maximum Earth Pressure (psf)
Alluvium	24	2,000	0.36	200	4,000

Increases in the bearing value are allowable at a rate of 400 pounds-per-square-foot for each additional foot of footing width or depth to a maximum of 4,000 pounds-per-square-foot. For bearing calculations, the weight of the concrete in the footing may be neglected.

The bearing value shown above is for the total of dead and frequently applied live loads and may be increased by one-third for short duration loading, which includes the effects of wind or seismic forces. When combining passive and friction for lateral resistance, the passive component should be reduced by one-third.

Footings adjacent to retaining walls should be deepened below a 1:1 plane from the bottom of the lower retaining wall, or the footings should be designed as grade beams to bridge from the wall to the 1:1 plane.

All continuous footings should be reinforced with a minimum of four #4 steel bars: two placed near the top and two near the bottom of the footings. Footings should be cleaned of all loose soil, moistened, free of shrinkage cracks, and approved by the geotechnical engineer prior to placing forms, steel, or concrete.

Friction Piles - Axial Capacity

Cast-in-place, concrete friction piles are recommended to support the west portion of the proposed building. Piles should be a minimum of 24 inches in diameter and a minimum of ten feet into the alluvium and older alluvium. The structural engineer may design piles that are deeper or larger in diameter depending on the loads. The piles may be designed per the enclosed allowable skin friction values (see Charts #1 - #3, Appendix II) for that portion of pile in contact with the alluvium and older alluvium.

Piles may be assumed fixed at 6 feet below the top of pile for free-head conditions, and 10 feet below the top of the pile for fixed-head conditions. The point of fixity for piles that are provided with a steel casing should be taken at the tip of the casing or the 1:1 plane shown on Section A, whichever is greater.

Piles spaced more than three-pile diameters center-to-center may be considered isolated for axial capacity. The axial capacity of piles placed in a group closer than three-pile diameters should be reduced. The pile-group-efficiency factor shown in the following table should be applied for the total axial capacity of the individual piles:

Pile Group Efficiency Table - Axial Capacity			
Pile Spacing (in pile diameter "D")	Group Efficiency*		
	2 Piles	3 Piles	4 Piles
2.50 D	88%	80%	76%
2.25 D	87%	78%	73%
2.00 D	85%	75%	70%
1.75 D	83%	72%	67%
1.50 D	81%	69%	63%
1.25 D	79%	64%	57%

** Reference: Converse-Labarre Equation, Bowles, Foundation Analysis and Design,1997.*

Uplift Forces

Uplift forces on piles may result during a seismic event. The allowable uplift skin resistance and total capacity should be taken as one-half the allowable downward skin friction shown on the enclosed Allowable Pile Axial Capacity charts.

Friction Piles - Lateral Design

The friction value is for the total of dead and frequently applied live loads and may be increased by one-third for short duration loading, which includes the effects of wind or seismic forces. Resistance to lateral loading may be provided by passive earth pressure within the alluvium and older alluvium.

Passive earth pressure may be computed as an equivalent fluid having a density of 250 pounds-per-cubic-foot. The maximum allowable earth pressure is 4,000 pounds-per-square-feet. For design of isolated piles, the allowable passive and maximum earth pressures may be increased by 100 percent. Piles spaced more than eight-pile diameters center-to-center may be considered isolated for lateral capacity in the direction of lateral movement.

The lateral capacity of piles placed in a group closer than eight-pile diameters should be reduced. The pile-group-efficiency factor shown in the following table should be applied for the total lateral capacity of the individual piles:

Pile Group Efficiency Table - Lateral Capacity	
Pile Spacing (in pile dimension "D")	Group Efficiency
7 D	85%
6 D	80%
5 D	70%
4 D	60%
3 D	40%

Foundation Settlement

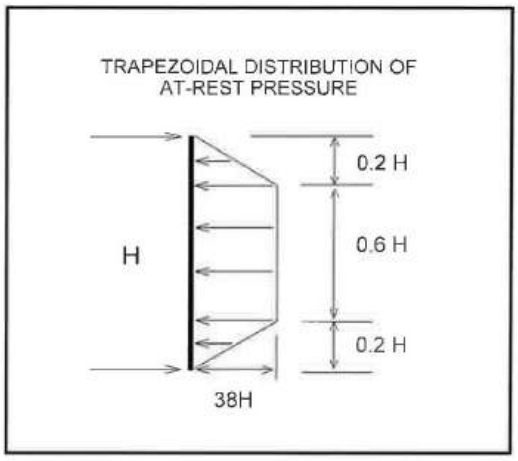
Settlement of the conventional and deepened foundation systems is expected to occur on initial application of loading. A total settlement of one-half of an inch to one inch may be anticipated. Differential settlement should not exceed one-fourth of an inch over a horizontal distance of 30 feet.

RETAINING WALLS

General Design

Cantilever retaining walls up to eight feet high, with a level backslope and uniform vehicular surcharge of 300 pounds-per-foot, may be designed for an active equivalent fluid pressure of 43 pounds-per-cubic-foot (see Calculation Sheet #1a). Retaining walls should be provided with a subdrain or weepholes covered with a minimum of 12 inches of ¾-inch crushed gravel.

Proposed subterranean retaining walls, which will be restrained, should be designed for the at-rest lateral earth pressure of 38H, where H is the height of the wall (see Calculation Sheet #2a). The diagram illustrates the trapezoidal distribution of earth pressure. The design earth pressures assume that the walls are free draining.



Subterranean retaining walls should be provided with a subdrain or weepholes covered with a minimum of 12 inches of ¾-inch crushed gravel. An alternative subdrain system, consisting of Miradrain and gravel pockets (one-cubic-foot minimum) connected to a solid pipe outlet, may be used behind the subterranean retaining walls. A sump pump will be required for basement subdrains. The gravel pockets should be excavated to penetrate the slurry backfill behind the lagging to ensure contact with the earth materials behind the lagging.

Seismic Load

Seismic analysis of the cantilever and restrained retaining walls indicates that no additional loading due to seismic forces is required, since the calculated seismic thrusts are less than the static active and at-rest design thrusts for a retained height up to 8 feet (see Calculation Sheets #1Sa and #3Sa).

Hydrostatic Pressure

Since the elevator pits are planned below the subterranean parking level, covered with a concrete slab-on-grade, the subdrain system may be omitted for the elevator-pit walls. These walls should be designed for an active equivalent fluid pressure of 30 pounds-per-cubic-foot (triangular distribution), or at-rest lateral pressure of 20H (trapezoidal distribution). An additional triangular pressure of 62.4 pounds-per-cubic-foot should be applied in the design of the elevator pit walls to resist hydrostatic forces.

Backfill

Retaining wall backfill should be compacted to a minimum of 90 percent of the maximum dry density as determined by ASTM D 1557-12, or equivalent. Where access between the retaining wall and the temporary excavation prevents the use of compaction equipment, retaining walls should be backfilled with ¾-inch crushed gravel to within two feet of the ground surface. Where the area between the wall and the excavation exceeds 18 inches, the gravel must be vibrated or wheel-rolled, and tested for compaction. The upper two feet of backfill above the gravel should consist of a compacted-fill blanket to the surface. Restrained walls should not be backfilled until the restraining system is in place.

Foundation Design

Retaining wall footings may be sized per the "Deepened Foundations" and "Spread Footings" sections of this report.

Retaining Wall Deflection

It should be noted that non-restrained retaining walls can deflect up to one percent of their height in response to loading. This deflection is normal and results in lateral movement and settlement of the backfill toward the wall. The zone of influence is within a 1:1 plane from the bottom of the wall. Hard surfaces or footings placed on the retaining wall backfill should be designed to avoid the effects of differential settlement from this movement. Decking that caps a retaining wall should be provided with a flexible joint to allow for the normal deflection of the retaining wall. Decking that does not cap a retaining wall should not be tied to the wall. The space between the wall and the deck will require periodic caulking to prevent moisture intrusion into the retaining wall backfill.

TEMPORARY EXCAVATIONS

Temporary excavations will be required to construct the subterranean parking level of the proposed building, and to support existing offsite improvements. The excavations are expected to be up to about 11 feet in height and will expose fill and alluvium. Vertical excavations up to four feet high are considered temporarily stable (see Calculation Sheet #4). Where vertical excavations exceed four feet in height, the upper portion should be trimmed to 1:1 (45 degrees).

Vertical excavations removing support from adjacent footings or adjacent to property lines will require the use of temporary shoring such as soldier piles. Design values can be found in the "Soldier Piles" section below.

The geologist should be present during grading to see temporary slopes. All excavations should be stabilized within 30 days of initial excavation. Water should not be allowed to pond on top of the excavations nor to flow toward them. No vehicular surcharge should be allowed within three feet of the top of the cut.

Soldier Piles

Drilled, cast-in-place concrete soldier piles may be utilized as temporary shoring to support excavations to construct the subterranean parking level of the proposed building, and to support existing offsite improvements. The piles should be a minimum of 18 inches in diameter and a minimum of ten feet into the existing fill/alluvium/older alluvium below the excavation. Piles may be assumed fixed at three feet into the existing fill/alluvium/older alluvium below the excavation. The piles may be designed for a skin friction of 400 pounds-per-square-foot for that portion of pile in contact with the existing fill/alluvium/older alluvium below the excavation. Piles should be spaced a maximum of eight feet on center. Shoring spacing may be increased up to 10 feet on center in local areas such as ramp approaches and corners of shoring. The piles may be designed for an active equivalent fluid pressure of 30 pounds-per-cubic-foot (see Calculation Sheets #5 and #6). The

equivalent fluid pressure should be multiplied by the pile spacing. The piles may be included in the permanent retaining wall. Where a combination of sloped embankment and shoring is used, the pressure will be greater and must be determined for each combination.

Lateral Design

The friction value is for the total of dead and frequently applied live loads and may be increased by one-third for short duration loading, which includes the effects of wind or seismic forces. Resistance to lateral loading may be provided by passive earth pressure within the existing fill/alluvium/older alluvium.

Passive earth pressure may be computed as an equivalent fluid having a density of 200 pounds-per-cubic-foot. The maximum allowable earth pressure is 4,000 pounds-per-square-foot. For design of isolated piles, the allowable passive and maximum earth pressures may be increased by 100 percent. Piles spaced more than 2½-pile diameters on center may be considered isolated.

Lagging

Continuous lagging is recommended between the soldier piles. The soldier piles should be designed for the full anticipated lateral pressure. However, the pressure on the lagging will be less due to arching in the soils. Lagging should be designed for the recommended earth pressure, but may be limited to a maximum value of 400 pounds-per-square-foot. The space behind lagging should be backfilled with cement slurry.

Lagging should be placed behind the front flange of the shoring steel I-beams. In some cases, the shoring is designed with the lagging behind the rear flange of the shoring steel I-beams. This is to maximize the interior area and position the walls as near the property lines as possible. During the installation of lagging behind the rear flange, the shoring is not supporting the excavation while the lagging is placed and backfilled. This can cause damage to adjacent offsite improvements, such as

buildings, site walls, sidewalks, etc. If lagging is to be placed behind the rear flange of the I-beams, the lagging should be installed in slot cuts (ABC method), where lagging is installed and slurry-backfilled in the "A" slots before the "B" and "C" slots are excavated for lagging. Also, the maximum vertical height exposed should be no more than five feet.

Deflection

Some deflection of the shored embankment should be anticipated. Where shoring is planned adjacent to existing structures, it is recommended that lateral deflection not exceed one-half of an inch. For shoring not surcharged by a structure, the allowable deflection is deferred to the structural engineer. If greater deflection occurs during construction, additional bracing or anchors may be necessary to minimize deflection. If desired to reduce the deflection of the shoring, a greater active pressure could be used in the shoring design.

FLOOR SLABS

Floor slabs should be cast over firm natural alluvium and reinforced with a minimum of #4 bars on 16-inch centers, each way. The west portion of the floor slab overlying the existing fill should be structurally designed to bridge between the piles.

Slabs that will be provided with a floor covering should be protected by a polyethylene plastic vapor barrier. The barrier should be sandwiched between the layers of sand, about two inches each, to prevent punctures and aid in the concrete cure. A low-slump concrete may be used to minimize possible curling of the slab. The concrete should be allowed to cure properly before placing vinyl or other moisture-sensitive floor covering.

It should be noted that cracking of concrete slabs is common. The cracking occurs because concrete shrinks as it cures. Control joints, which are commonly used in exterior decking to control such cracking, are normally not used in interior slabs. The reinforcement recommended above is intended to reduce cracking and its proper placement is critical to the performance of the slab. The minor shrinkage cracks, which often form in interior slabs, generally do not present a problem when carpeting, linoleum, or wood floor coverings are used. The slab cracks can, however, lead to surface cracks in brittle floor coverings such as ceramic tile.

EXTERIOR CONCRETE DECKS

Decking should be cast over an approved compacted subgrade and reinforced with a minimum of #3 bars placed 18 inches on center, each way. Decking that caps a retaining wall should be provided with a flexible joint to allow for the normal one to two percent deflection of the retaining wall. Decking that does not cap a retaining wall should not be tied to the wall. The space between the wall and the deck will require periodic caulking to prevent moisture intrusion into the retaining wall backfill. The subgrade should be moistened prior to placing concrete.

UTILITY-TRENCH BACKFILL

Utility trenches on the subject site may be backfilled with the onsite soil, provided it is free of debris and oversized material. Prior to backfilling the trench, pipes should be bedded and shaded in a granular material that has a sand equivalent (SE) of 30 or greater. The sand should extend 12 inches above the top of the pipe. The bedding/shading sand should be densified in-place by water jetting. Soil backfill above the bedding sand should be placed in thin, loose layers, moistened as required, and compacted to at least 90 percent of the maximum dry density. The thickness of layers should be based on the type of equipment used for compaction in accordance with the recent edition of Standard Specifications for Public Works Construction (Greenbook).

CEMENT TYPE AND CORROSION PROTECTION

A representative sample of the near-surface soil was obtained during field exploration for laboratory testing. Corrosion test results are included in Appendix I. The results indicate that concrete structures in contact with the soils onsite will have a negligible exposure to water-soluble sulfates in the soil. According to Tables 19.3.1.1 and 19.3.2.1 of Section 19.3 of the ACI 318-14 Code, Type II cement may be used for concrete construction.

The results of the laboratory testing also indicate that the near-surface soil onsite is considered corrosive to ferrous metals. Special mitigation measures for corrosion protection of steel and other metallic elements in contact with the soil may be required. The corrosion information presented in Appendix I of this report should be provided to the underground utility subcontractor.

DRAINAGE

Control of site drainage is important for the performance of the proposed project. Pad and roof drainage should be collected and transferred to the street or approved location in non-erosive drainage devices. Drainage should not be allowed to pond on the pad or against any foundation or retaining wall. Planters located within retaining wall backfill should be sealed to prevent moisture intrusion into the backfill. Drainage control devices require periodic cleaning, testing, and maintenance to remain effective.

Low-Impact Development (LID) Requirements

Typically, infiltration systems are utilized in areas underlain by pervious granular earth materials that have high percolation characteristics. In addition, infiltration systems are normally planned at least 10 feet from adjacent property lines or public right-of-way, and 10 feet from a 1:1 plane projected from the bottom of adjacent structural foundations. The proposed building is planned to occupy the entire site. In addition, the subject site is partially underlain by fill. Allowing water to percolate into

the fill will most likely increase the potential for hydroconsolidation and ensuing settlement. Therefore, onsite infiltration is not recommended.

As an alternative, a biofiltration system, a capture-and-reuse system, or equivalent, may be installed on the site in accordance with the City of Placentia Best Management Practices. A planter box may be used to capture and treat storm-water runoff through different soil layers before discharging water to the street storm drain. The planter box should be an impermeable rigid structure that is equipped with an underdrain to prevent water infiltration to the underlying subsurface earth materials. Planter boxes may be situated aboveground and placed adjacent to buildings. Planter boxes should be designed as freestanding and for an inward equivalent fluid pressure of 43 pounds-per-cubic-foot. This fluid pressure includes possible vehicular surcharge. Byer Geotechnical, Inc., should be provided with the final plans to verify the location of the planter boxes.

Irrigation

Control of irrigation water is a necessary part of site maintenance. Soggy ground and perched water may result if irrigation water is excessively applied. Irrigation systems should be adjusted to provide the minimum water needed. Adjustments should be made for changes in climate and rainfall.

WATERPROOFING

Interior and exterior retaining walls are subject to moisture intrusion, seepage, and leakage, and should be waterproofed. Waterproofing paints, compounds, or sheeting can be effective if properly installed. Equally important is the use of a subdrain that daylights to the atmosphere. The subdrain should be covered with ¾-inch crushed gravel to help the collection of water. Landscape areas above the wall should be sealed or properly drained to prevent moisture contact with the wall or saturation of wall backfill.

PLAN REVIEW

Formal plans ready for submittal to the building department should be reviewed by Byer Geotechnical. Any change in scope of the project may require additional work.

SITE OBSERVATIONS DURING CONSTRUCTION

The building department requires that the geotechnical engineer provide site observations during grading and construction. Foundation excavations should be observed and approved by the geotechnical engineer or geologist prior to placing steel, forms, or concrete. The engineer/geologist should observe bottoms for fill, compaction of fill, temporary and soldier pile excavations, lagging and slurry backfill, and subdrains. All fill that is placed should be approved by the geotechnical engineer and the building department prior to use for support of structural footings and floor slabs.

Please advise Byer Geotechnical, Inc., at least 24 hours prior to any required site visit. The building department stamped plans, the permits, and the geotechnical reports should be at the job site and available to our representative. The project consultant will perform the observation and post a notice at the job site with the findings. This notice should be given to the agency inspector.

FINAL REPORTS

The geotechnical engineer will prepare interim and final compaction reports upon request. The geologist will prepare reports summarizing pile excavations.

CONSTRUCTION SITE MAINTENANCE

It is the responsibility of the contractor to maintain a safe construction site. The area should be fenced and warning signs posted. All excavations must be covered and secured. Soil generated by foundation excavations should be either removed from the site or placed as compacted fill. Soil should not be spilled over any descending slope. Workers should not be allowed to enter any unshored trench excavations over five feet deep. Water shall not be allowed to saturate open footing trenches.

GENERAL CONDITIONS AND NOTICE

This report and the exploration are subject to the following conditions. Please read this section carefully; it limits our liability.

In the event of any changes in the design or location of any structure, as outlined in this report, the conclusions and recommendations contained herein may not be considered valid unless the changes are reviewed by Byer Geotechnical, Inc., and the conclusions and recommendations are modified or reaffirmed after such review.

The subsurface conditions, excavation characteristics, and geologic structure described herein have been projected from test excavations on the site and may not reflect any variations that occur between these test excavations or that may result from changes in subsurface conditions.

Fluctuations in the level of groundwater may occur due to variations in rainfall, temperature, irrigation, and other factors not evident at the time of the measurements reported herein. Fluctuations also may occur across the site. High groundwater levels can be extremely hazardous. Saturation of earth materials can cause subsidence or slippage of the site.

If conditions encountered during construction appear to differ from those disclosed herein, notify us immediately so we may consider the need for modifications. Compliance with the design concepts, specifications, and recommendations requires the review of the engineering geologist and geotechnical engineer during the course of construction.

THE EXPLORATION WAS PERFORMED ONLY ON A PORTION OF THE SITE, AND CANNOT BE CONSIDERED AS INDICATIVE OF THE PORTIONS OF THE SITE NOT EXPLORED.

This report, issued and made for the sole use and benefit of the client, is not transferable. Any liability in connection herewith shall not exceed the Phase I fee for the exploration and report or a negotiated fee per the Agreement. No warranty is expressed, implied, or intended in connection with the exploration performed or by the furnishing of this report.

THIS REPORT WAS PREPARED ON THE BASIS OF THE PRELIMINARY DEVELOPMENT PLAN FURNISHED. FINAL PLANS SHOULD BE REVIEWED BY THIS OFFICE AS ADDITIONAL GEOTECHNICAL WORK MAY BE REQUIRED.

Byer Geotechnical appreciates the opportunity to provide our service on this project. Any questions concerning the data or interpretation of this report should be directed to the undersigned.

Respectfully submitted,
BYER GEOTECHNICAL, INC.

Raffi S. Babayan
P. E. 72168

Robert I. Zweigler
G. E. 2120

RSB:RIZ:cj
S:\FINAL\BG\23793_Patel\23793_Patel_Geotechnical Engineering Exploration.wpd

Enc: List of References
Appendix I - As-Built Plans for Placentia Avenue Railroad Underpass
Drawing No. R - 2, Roadway Improvements
Drawing No. RW - 8, Retaining Wall No. 2 - General Plan No. 1
Drawing No. RW - 11, Retaining Wall No. 2 - Details No. 1
Appendix II - Laboratory Testing and Log of Borings
Laboratory Testing (2 Pages)
Shear Test Diagrams (3 Pages)
Consolidation Curves (3 Pages)
Log of Borings 1 - 5 (7 Pages)
Appendix III - Calculations and Figures
Seismic Sources (2 Pages)
Seismic Hazard Deaggregation Chart (2 Pages)
Allowable Pile Axial Capacity Charts (3 Pages)
Retaining Wall Calculation Sheet #1 - #3 (10 Pages)
Temporary Excavation Calculation Sheet #4
Shoring Pile Calculation Sheets #5 and #6 (4 Pages)
Aerial Vicinity Map
Regional Topographic Map
Historic Topographic Map
Regional Geologic Map #1 and #2 (2 Pages)
Regional Fault Map
Seismic Hazard Zones Map
Historic-High Groundwater Map
Site Plan
Section A

xc: (1) Yagnesh Patel (E-mail and Mail)
(3) MAKE Architecture, Attention: Matt Kingstreet (E-mail and Mail)

REFERENCES

Bedrosian, T. L., et al. (2010), **Geologic Compilation of Quaternary Surficial Deposits in Southern California**, Special Report 217 (Revised).

California Building Standards Commission (2022), **2022 California Building Code,** Based on the 2021 International Building Code (IBC), Title 24, Part 2, Vol. 1 and 2.

California Department of Conservation (1998), **State of California, Seismic Hazard Zones, Anaheim Quadrangle**, Official Map, Division of Mines and Geology.

California Department of Conservation (1997, updated 2001), **Seismic Hazard Zone Report 03, Seismic Hazard Zone Report for the Anaheim 7.5-Minute Quadrangle, Los Angeles County, California.**

California Department of Conservation (2008), **Special Publication 117A, Guidelines for Evaluating and Mitigating Seismic Hazards in California.**

California Geological Survey (Formerly California Division of Mines and Geology), 2000, **Digital Images of Official Maps of Alquist-Priolo Earthquake Fault Zones, Southern Region,** DMG CD 2000-003.

Cao, T., et al. (2003), **The Revised 2002 California Probabilistic Seismic Hazard Maps**, June, 2003.

ICBO (1998), **Maps of Known Active Fault Near-Source Zones in California and Adjacent Portions of Nevada.**

Jennings, C. W., and Bryant, W. A. (2010), **Fault Activity Map of California**, California Geological Survey, 150th Anniversary, Map No. 6.

Morton, D. M., and Miller, F. K. (2006), **Geologic Map of the San Bernardino and Santa Ana 30' X 60' Quadrangles, California**, 1:100,000 scale, United States Geological Survey, Open File Report 2006-1217, Version 1.0.

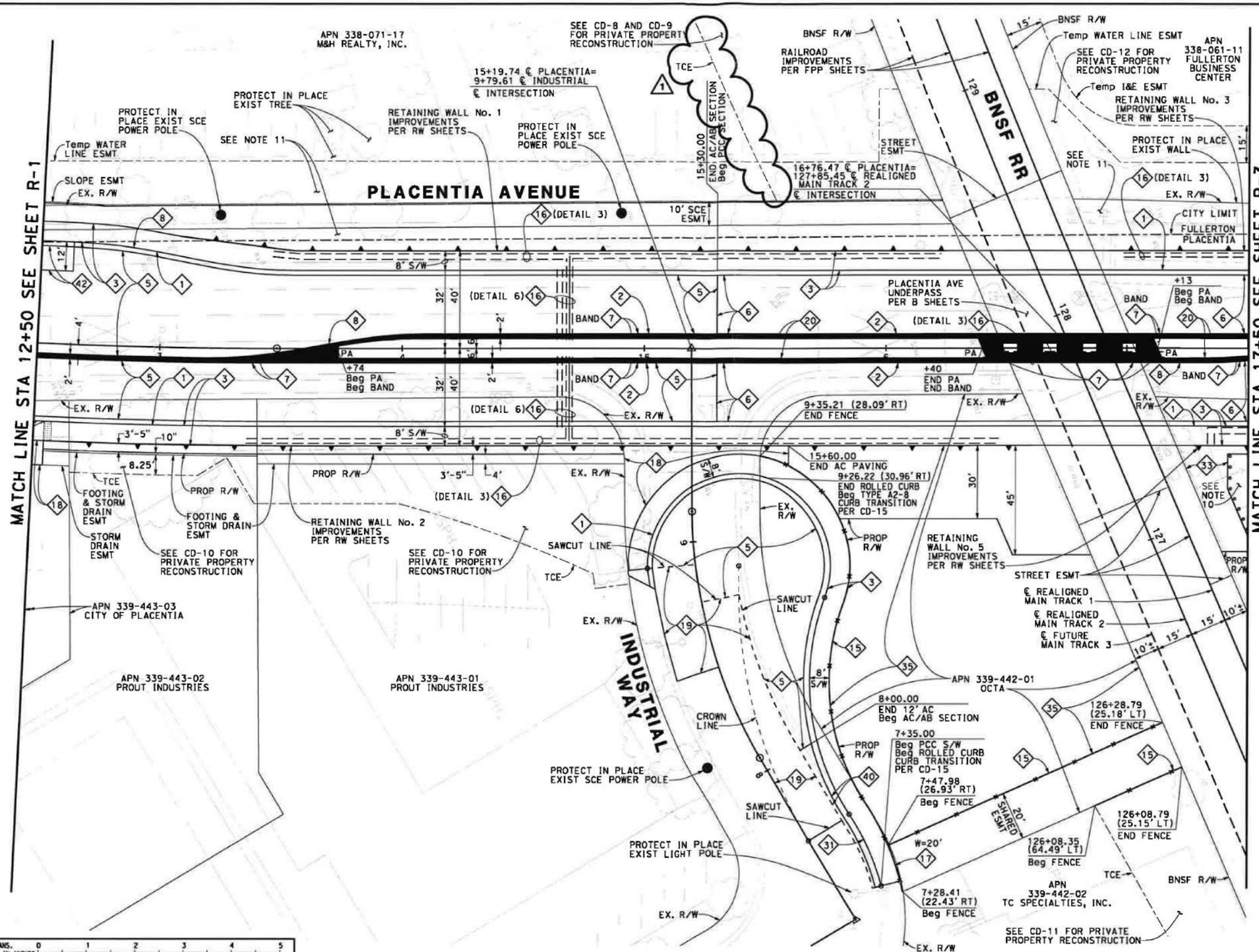
U.S. Geological Survey, **Earthquake Hazard Toolbox - Seismic Hazard Deaggregation, NSHM Conterminous U.S. 2018**, https://earthquake.usgs.gov/nshmp/hazard/disagg.

Software

EZ-FRISK 8.07, Fugro Consultants, Inc.

APPENDIX I

As-Built Plans for Placentia Avenue Railroad Underpass



GENERAL NOTES

1. SEE SL SHEETS FOR STREET LIGHTING DETAILS.
2. SEE L SHEETS FOR LANDSCAPE AND IRRIGATION DETAILS.
3. SEE U SHEETS FOR GENERAL DISPOSITION OF UTILITIES WITHIN PROJECT AREA.
4. SEE CD SHEETS FOR ADDITIONAL DETAILS AND RECONSTRUCTION WITHIN PRIVATE PROPERTY.
5. SEE SD SHEETS FOR STORM DRAIN DETAILS.
6. SEE WG AND WF SHEETS FOR WATER LINE DETAILS.
7. SEE S AND SF SHEETS FOR SEWER LINE DETAILS.
8. SEE TS SHEETS FOR TRAFFIC SIGNAL DETAILS.
9. SLOPES SHALL NOT EXCEED 3:1.
10. SEE SHEET CD-5 FOR DETAILS OF PUMP STATION MAINTENANCE PAD IMPROVEMENTS.
11. SEE SHEET CD-6 FOR DETAILS OF TREATMENT BEHIND RW No. 1 AND RW No. 3.

CONSTRUCTION NOTES

1. CONSTRUCT TYPE A2-8 CURB AND GUTTER PER OC RDMD No. 120-1.
2. CONSTRUCT TYPE C1-8 CURB PER OC RDMD No. 120-1.
3. CONSTRUCT PCC SIDEWALK PER OC RDMD No. 1205. SEE L SHEETS FOR VINE PLANTER LOCATION.
5. PLACE 6" AC PAVEMENT OVER 12" CLASS 2 AB OVER 24" SELECT FILL MATERIAL @ 95% RELATIVE COMPACTION.
6. PLACE 9" PCC PAVEMENT OVER 12" CLASS 2 AB OVER 24" SELECT FILL MATERIAL @ 95% RELATIVE COMPACTION. SEE SHEET CD-13 FOR JOINT DETAILS.
7. CONSTRUCT STAMPED CONCRETE OR STAMPED CONCRETE BAND (AS SHOWN ON PLAN) PER DETAIL ON CD-14.
8. CONSTRUCT BAY TAPER PER OC RDMD No's. 140-2 AND 140-2-OC.
15. CONSTRUCT 6' CHAIN LINK FENCE PER OC RDMD No's. 600-1 AND 600-1-OC.
16. CONSTRUCT IRRIGATION SLEEVES PER SHEET L-1.7 (DETAIL SHOWN ON PLAN). SEE L SHEETS AND IRRIGATION SLEEVE SCHEDULE.
17. INSTALL 6' CHAIN LINK DRIVE GATE WITH LOCK (WIDTH AS SHOWN ON PLAN) PER OC RDMD No's. 600-1 AND 600-1-OC.
18. PLACE MISCELLANEOUS AC PAVING (6" Max).
19. GRIND (1" Min) AND ASPHALT PAVEMENT OVERLAY (6" Max) EXIST ROADWAY SURFACE.
20. EXCAVATE MEDIAN PLANTER TO 30". PLACE TOP SOIL AND ADDITIONAL AMENDMENTS PER L SHEETS.
31. CONSTRUCT ROLLED CURB PER DETAIL ON CD-15.
33. PLACE 6" DECOMPOSED GRANITE OVER LANDSCAPE FABRIC PER L SHEETS.
35. PLACE HYDROSEED PER L SHEETS.
40. PLACE 12" AC PAVEMENT OVER NATIVE GROUND @ 95% RELATIVE COMPACTION.
40. CONSTRUCT CONCRETE BUS PAD PER DETAIL ON CD-16.

SCALE: 1"=20'

AS BUILT
C.C.A. DATE 5/12/15
R.E. NAME JEFFREY SHAW

FOR REDUCED PLANS. ORIGINAL SCALE IN INCHES 0 1 2 3 4 5

REVISIONS

DATE	DRN BY	NO	DESCRIPTION	APPR BY
06/25/11	KLA	0	CONFORMED	JS
10/12/11	KLA	1	TCE REVISION	JS
05/29/15	PB	2	AS-BUILT	AV

REFERENCES

Bench Mark: 36E-30	Elevation: 201.78'
City of Fullerton Bench Mark No. 36E-30 described as	Field Notes#
a P.K. Nail in lead on the top of curb at the north-	Standard Plans#
west return of Kimberly Avenue and Placentia Avenue,	
1 foot north of B.C.R. City of Fullerton published	Utility Plans#
elevation of 193.76 feet, Add 7.995' to establish	
a NAVD 88 elevation of 201.78' for this project.	Sewer Plans#

JULIET SU No. C56168 CIVIL

OCTA 550 SOUTH MAIN STREET ORANGE, CA 92863-1584

PREPARED BY: MTS
16795 Von Karman Ave. Suite 205
Irvine, California 92606
February 28, 2011
R.C.E. NO. C56168 DATE

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
Drawn By:
Designed By:
Recommended:
APPROVED R.C.E. NO. XXXXX EXP. X-XX-XX
SEE SIGNATURE SHEET 1
DATE
CITY ENGINEER R.C.E. NO. XXXXX DATE

PLACENTIA AVENUE IMPROVEMENTS
ROADWAY IMPROVEMENTS
STA 12+50 TO STA 17+50 (PLACENTIA AVE.)
STA 7+50 TO STA 9+12.58 (INDUSTRIAL WAY)

CITY OF PLACENTIA

DRAWING NO. R-2

SHEET 25 OF 347

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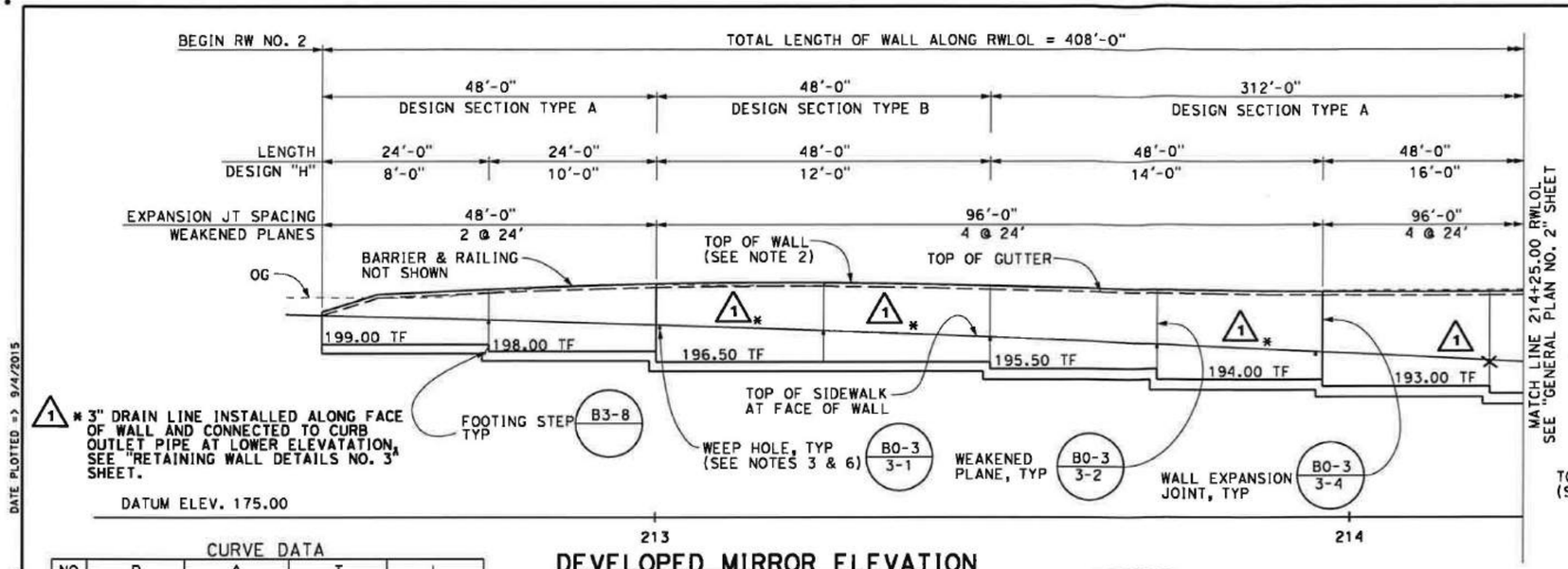


1 * 3" DRAIN LINE INSTALLED ALONG FACE OF WALL AND CONNECTED TO CURB OUTLET PIPE AT LOWER ELEVATATION, SEE "RETAINING WALL DETAILS NO. 3" SHEET.

CURVE DATA

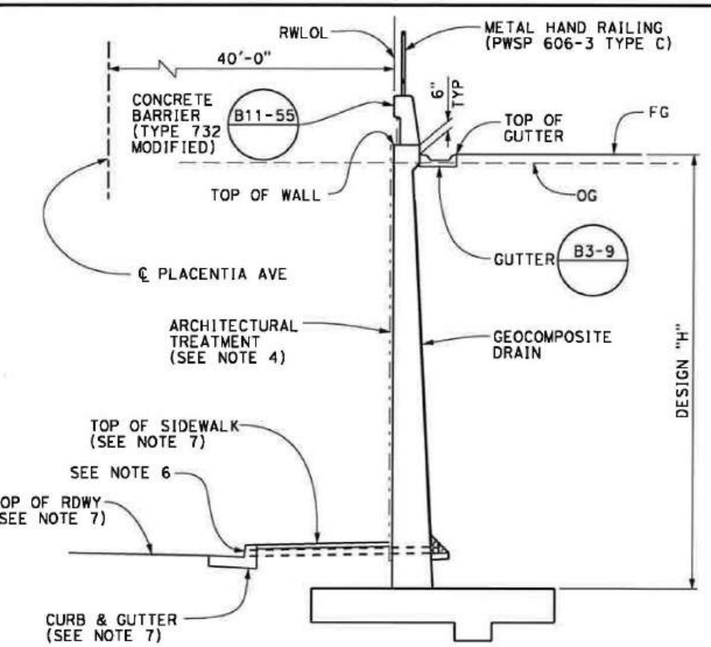
NO.	R	Δ	T	L
(A)	2140.00'	02°34'30"	48.08'	96.17'

DEVELOPED MIRROR ELEVATION

SCALE: 1"=10'-0"

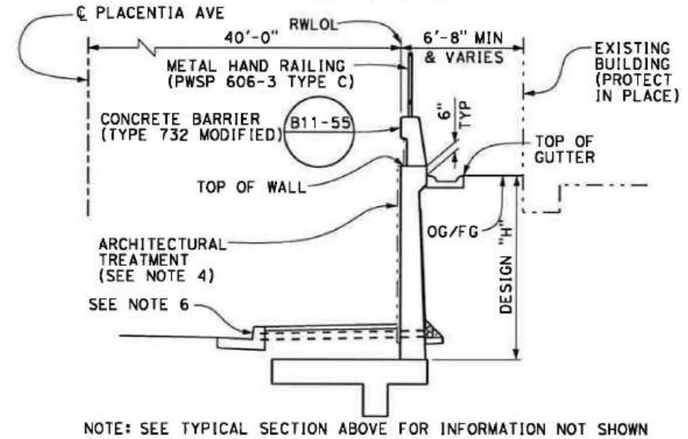
LEGEND:

XXX.XX TF INDICATES TOP OF FOOTING ELEVATION



TYPICAL SECTION (TYPE A)

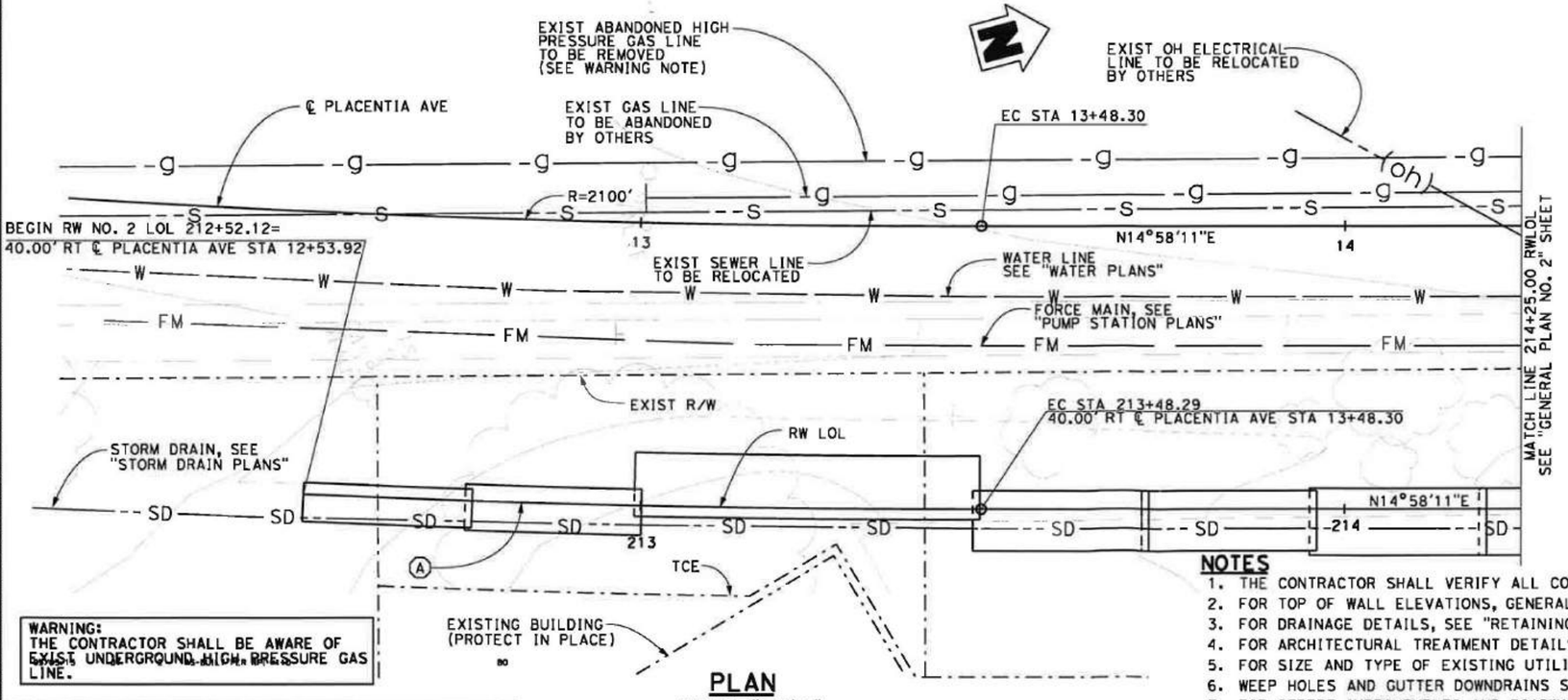
SCALE: 1/4"=1'-0"



NOTE: SEE TYPICAL SECTION ABOVE FOR INFORMATION NOT SHOWN

TYPICAL SECTION (TYPE B)

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



WARNING:
THE CONTRACTOR SHALL BE AWARE OF EXIST UNDERGROUND HIGH PRESSURE GAS LINE.

PLAN

SCALE: 1"=10'-0"

NOTES

1. THE CONTRACTOR SHALL VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL.
2. FOR TOP OF WALL ELEVATIONS, GENERAL NOTES AND INDEX TO PLANS, SEE "INDEX TO PLANS" SHEET.
3. FOR DRAINAGE DETAILS, SEE "RETAINING WALL DETAILS NO. 3" SHEET.
4. FOR ARCHITECTURAL TREATMENT DETAILS, SEE "RETAINING WALL ARCHITECTURAL DETAILS" SHEETS.
5. FOR SIZE AND TYPE OF EXISTING UTILITIES, POTHOLE INFORMATION AND OVERHEAD UTILITY ELEVATIONS, SEE "UTILITY PLANS".
6. WEEP HOLES AND GUTTER DOWNDRAINS SHALL OUTLET THROUGH CURB FACE, EXCEPT AS NOTED IN ELEVATION. (1)
7. FOR STREET IMPROVEMENTS AND ROADWAY ALIGNMENT INFORMATION, SEE "ROAD PLANS".
8. PORTION OF EXISTING ABANDONED UTILITIES IN CONFLICT WITH WALL CONSTRUCTION TO BE REMOVED.

AS BUILT
C.C.A. DATE 5/12/15
R.E. NAME JEFFREY SHAW

FOR REDUCED PLANS. ORIGINAL SCALE IN INCHES 0 1 2 3 4 5

REVISIONS

DATE	DRN BY	NO	DESCRIPTION	APPR BY
06/25/11	SM	0	CONFORMED	KM
05/29/15	JT	1	AS-BUILT	BO

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1 foot north of B.C.R. City of Fullerton published	Utility Plans:
elevation of 193.76 feet. Add 7.995' to establish	
a NAVD 88 elevation of 201.76' for this project.	Sewer Plans:

R. MICHALSKI C67282 REGISTERED PROFESSIONAL ENGINEER CIVIL STATE OF CALIFORNIA

OCTA 550 SOUTH MAIN STREET ORANGE, CA 92863-1584
PREPARED BY: MTS
16795 Von Karman Ave, Suite 205 Irvine, California 92606
February 28, 2011
R.C.E. NO. 67282 DATE

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
Drawn By:
Designed By:
Recommended:
APPROVED [illegible] R.C.E. NO. XXXXX EXP. X-XX-XX
SIGNATURE SEE SHEET 1
CITY ENGINEER R.C.E. NO. XXXXX DATE

PLACENTIA AVENUE IMPROVEMENTS
RETAINING WALL NO. 2
GENERAL PLAN NO. 1
CITY OF PLACENTIA

DRAWING NO. RW-8
SHEET 71 OF 347

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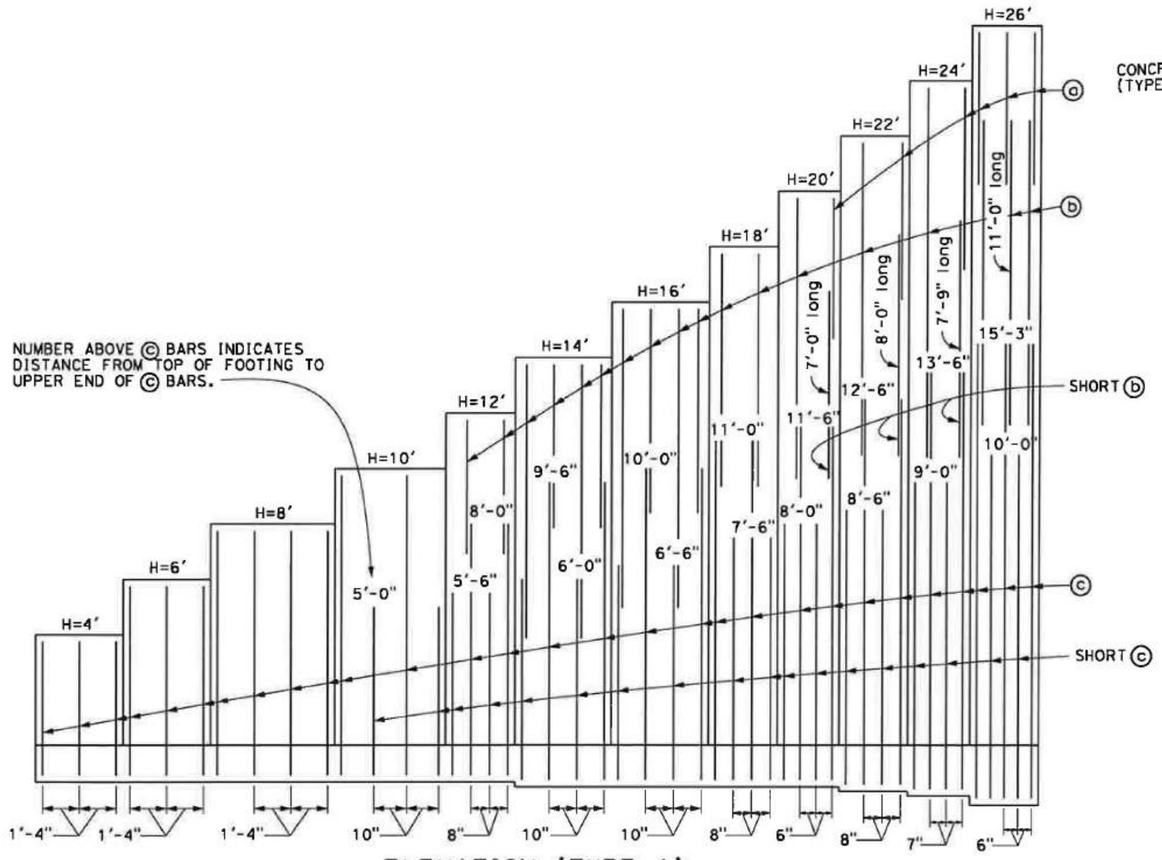
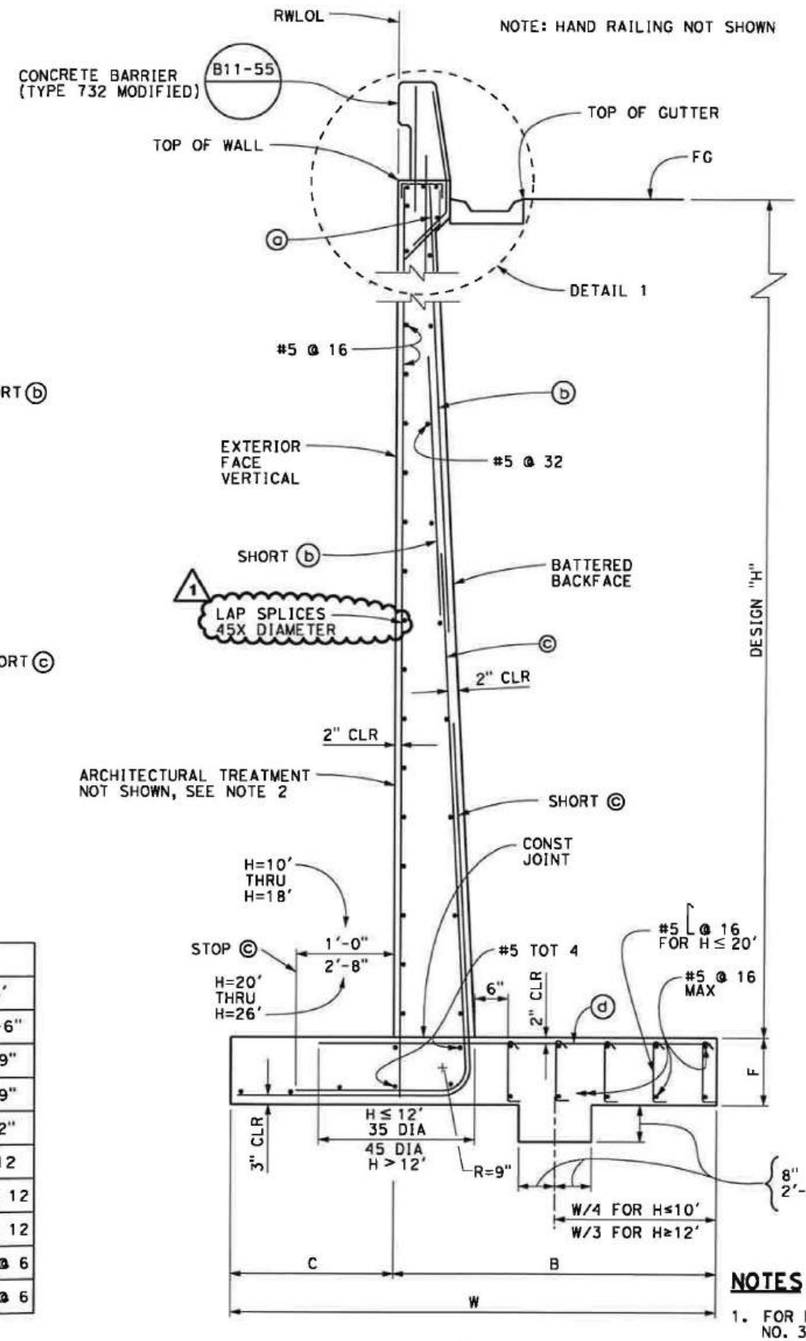


ELEVATION (TYPE A)

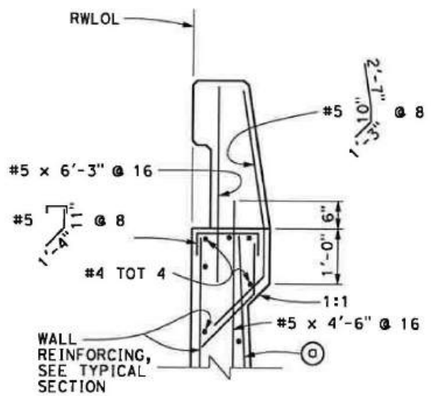
3/8" = 1'-0"

TABLE OF REINFORCING STEEL DIMENSIONS AND DATA												
DESIGN H	4'	6'	8'	10'	12'	14'	16'	18'	20'	22'	24'	26'
W	3'-6"	4'-6"	5'-6"	6'-6"	7'-6"	8'-6"	9'-6"	10'-6"	11'-6"	12'-6"	13'-6"	14'-6"
C	1'-0"	1'-4"	1'-8"	2'-4"	2'-4"	2'-7"	2'-11"	3'-3"	4'-2"	3'-11"	4'-5"	4'-9"
B	2'-6"	3'-2"	3'-10"	4'-2"	5'-2"	5'-11"	6'-7"	7'-3"	7'-4"	8'-7"	9'-1"	9'-9"
F	1'-4"	1'-4"	1'-4"	1'-4"	1'-4"	1'-6"	1'-6"	1'-6"	1'-6"	1'-8"	1'-10"	2'-2"
BATTER	1/2:12	1/2:12	1/2:12	1/2:12	1/2:12	1/2:12	1/2:12	5/8:12	5/8:12	5/8:12	3/4:12	3/4:12
ⓐ BARS	—	—	—	—	—	—	—	—	#5 @ 24	#5 @ 32	#5 @ 28	#5 @ 12
ⓑ BARS	—	—	—	—	#5 @ 16	#5 @ 10	#5 @ 10	#6 @ 16	#8 @ 12	#9 @ 16	#9 @ 14	#9 @ 12
© BARS	#5 @ 16	#5 @ 16	#6 @ 16	#6 @ 10	#6 @ 8	#8 @ 10	#9 @ 10	#9 @ 8	#9 @ 6	#11 @ 8	#11 @ 7	#11 @ 6
ⓓ BARS	#5 @ 16	#5 @ 16	#5 @ 16	#5 @ 10	#5 @ 8	#8 @ 10	#9 @ 10	#9 @ 8	#9 @ 6	#11 @ 8	#11 @ 7	#11 @ 6



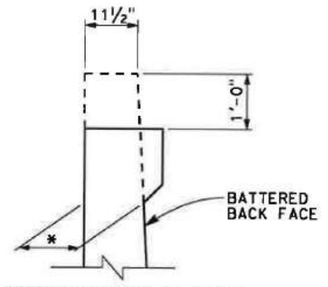
TYPICAL SECTION (TYPE A)

1/2" = 1'-0"



DETAIL 1

3/4" = 1'-0"



* DETERMINE WIDTH AS SHOWN

STEM WIDTH AT BASE OF HAUNCH

3/4" = 1'-0"

AS BUILT
C.C.A. DATE 5/12/15
R.E. NAME JEFFREY SHAW

NOTES

1. FOR DRAINAGE DETAILS SEE "RETAINING WALL DETAILS NO. 3" SHEET.
2. FOR ARCHITECTURAL TREATMENT, SEE "RETAINING WALL ARCHITECTURAL DETAILS" SHEETS.

FOR REDUCED PLANS, ORIGINAL SCALE IN INCHES 0 1 2 3 4 5

REVISIONS

DATE	DRN BY	NO	DESCRIPTION	APPR BY
06/25/11	SW	0	CONFORMED	KM
03/25/13	SW	1	REBAR SPLICE	KM
05/29/15	JT	2	AS-BUILT	BD

REFERENCES

Bench Mark: 36E-30 Elevation: 201.76'	Field Notes:
is P.K. Nail in lead on the top of curb at the north-	Standard Plans:
west return of Kimberly Avenue and Placentia Avenue,	
1 foot north of B.C.R. City of Fullerton published	Utility Plans:
elevation of 193.76 feet. Add 7.995' to establish	
is NAVD 88 elevation of 201.76' for this project.	Sewer Plans:

R. MICHALSKI No. C67282 CIVIL

OCTA 550 SOUTH MAIN STREET ORANGE, CA 92863-1584

PREPARED BY: MTS
16795 Von Karman Ave, Suite 205
Irvine, California 92606
February 28, 2011
R.C.E. NO. 67282 DATE

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
Drawn By:
Designed By:
Recommended:
APPROVED FOR SIGNATURE SEE SHEET 1
CITY ENGINEER R.C.E. NO. XXXXX DATE

PLACENTIA AVENUE IMPROVEMENTS
RETAINING WALL NO. 2
RETAINING WALL DETAILS NO. 1
CITY OF PLACENTIA

DRAWING NO. **RW-11**
SHEET 74 OF 347

DGN FILE => \\ryfile02\ventoter\Projects\IR-0910I\Placentia\Design\CAD\Structures\Sheet\rw002004_AsBuilt+NC.dgn ME PLOTTED => 10:29:00 AM DATE PLOTTED => 9/4/2015

February 8, 2024
BG 23793

APPENDIX II

Laboratory Testing and Log of Borings

APPENDIX II

LABORATORY TESTING

Undisturbed and bulk samples of the existing fill, alluvium, and older alluvium were obtained from the borings and transported to the laboratory for testing and analysis. The samples were obtained by driving a ring-lined, barrel sampler conforming to ASTM D 3550-01 with successive drops of the sampler. Experience has shown that sampling causes some disturbance of the sample. However, the test results remain within a reasonable range. The samples were retained in brass rings of 2.50 inches outside diameter and 1.00 inch in height. The samples were stored in close fitting, waterproof containers for transportation to the laboratory.

Moisture-Density

The dry density of the samples was determined using the procedures outlined in ASTM D 2937-10. The moisture content of the samples was determined using the procedures outlined in ASTM D 2216-10. The results are shown on the enclosed Log of Borings.

Maximum Density

The maximum dry density and optimum moisture content of the future compacted fill were determined using the procedures outlined in ASTM D 1557-12, a five-layer standard. Remolded samples were prepared at 90 percent of the maximum dry density. The remolded samples were tested for shear strength.

Boring	Depth (Feet)	Earth Material	USCS + Color Soil Type	Maximum Density (pcf)	Optimum Moisture %	Expansion Index
1	0 - 5	Fill / Alluvium	Silty Sand Light Brown	120.0	14.0	24 - Low

Expansion Test

To find the expansiveness of the soil, a swell test was performed using the procedures outlined in ASTM D 4829-11. Based upon the testing, the near-surface soil is expected to exhibit a low expansion potential.

Shear Tests

Shear tests were performed on samples of the alluvium, older alluvium, and future compacted fill using the procedures outlined in ASTM D 3080-11 and a strain controlled, direct-shear machine manufactured by Soil Test, Inc. The rate of deformation was 0.025 inches-per-minute. The samples were tested in an artificially saturated condition. Following the shear test, the moisture content of the samples was determined to verify saturation. The results are plotted on the enclosed Shear Test Diagrams.

APPENDIX II (Continued)

Consolidation

Consolidation tests were performed on *in situ* samples of the alluvium and older alluvium using the procedures outlined in ASTM D 2435-11. Results are graphed on the enclosed Consolidation Curves.

Fines Content

Sieve analysis (wash method) was performed on representative samples of the alluvium and older alluvium obtained from Borings B3 and B4 using the procedures outlined in ASTM D 1140-14. The tests were performed to assist in the classification of the soil and to determine the fines content (percent passing #200 sieve). The results are shown on the enclosed Log of Borings B3 and B4, and are summarized in the following table:

Results of Sieve Analysis (Wash Method) Laboratory Tests							
Boring No.	Depth (feet)	Fines Content (%)	Soil Type	Boring No.	Depth (feet)	Fines Content (%)	Soil Type
B3	20.0	54.6	Sandy Clay (CL)	B4	10.0	40.5	Silty Sand (SM)

Corrosion

A representative bulk sample of the near-surface soil was transported to Environmental Geotechnology Laboratory for chemical testing. The testing was performed in accordance with Caltrans Standards 643 (pH), 422 (Chloride Content), 417 (Sulfate Content), and 532 (Resistivity). The results of the testing are reported in the following table:

CHEMICAL TEST RESULTS TABLE

Sample	Depth (Feet)	pH	Chloride (PPM)	Sulfate (%)	Resistivity (Ohm-cm)
B1	0 - 5	8.29	155	0.005	1,400

The chloride and sulfate contents of the soil are negligible and not a factor in corrosion. The pH is near neutral and not a factor. The resistivity indicates that the soil is considered corrosive to ferrous metals.

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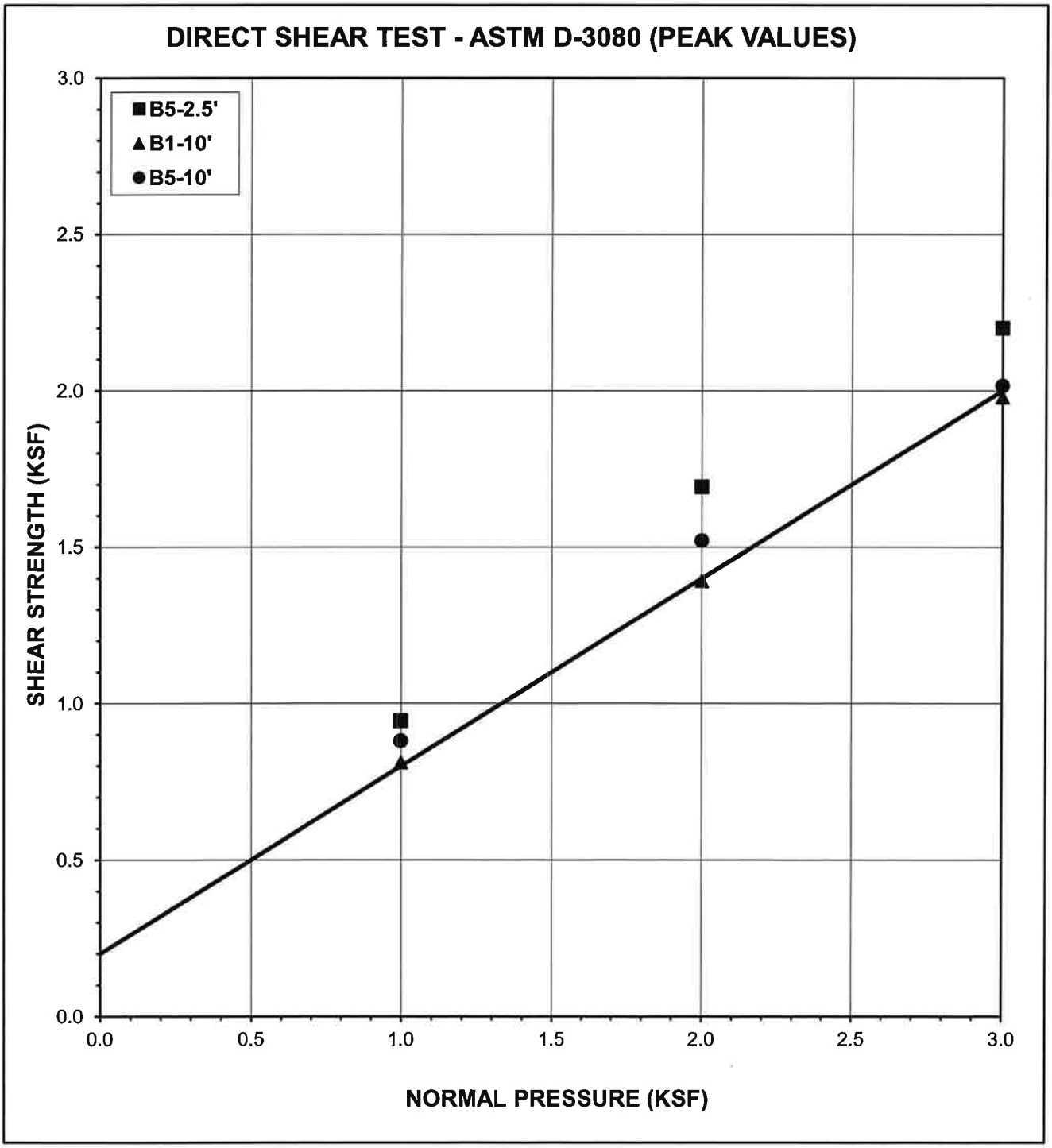
SHEAR TEST DIAGRAM #1

BG: **23793** CONSULTANT: **RSB**
CLIENT: **Patel**

EARTH MATERIAL: **Alluvium**

Phi Angle = **31.0 degrees**
Cohesion = **200 psf**

Average Moisture Content: **25.0%**
Average Dry Density (pcf): **98.6**
Average Saturation: **97.6%**



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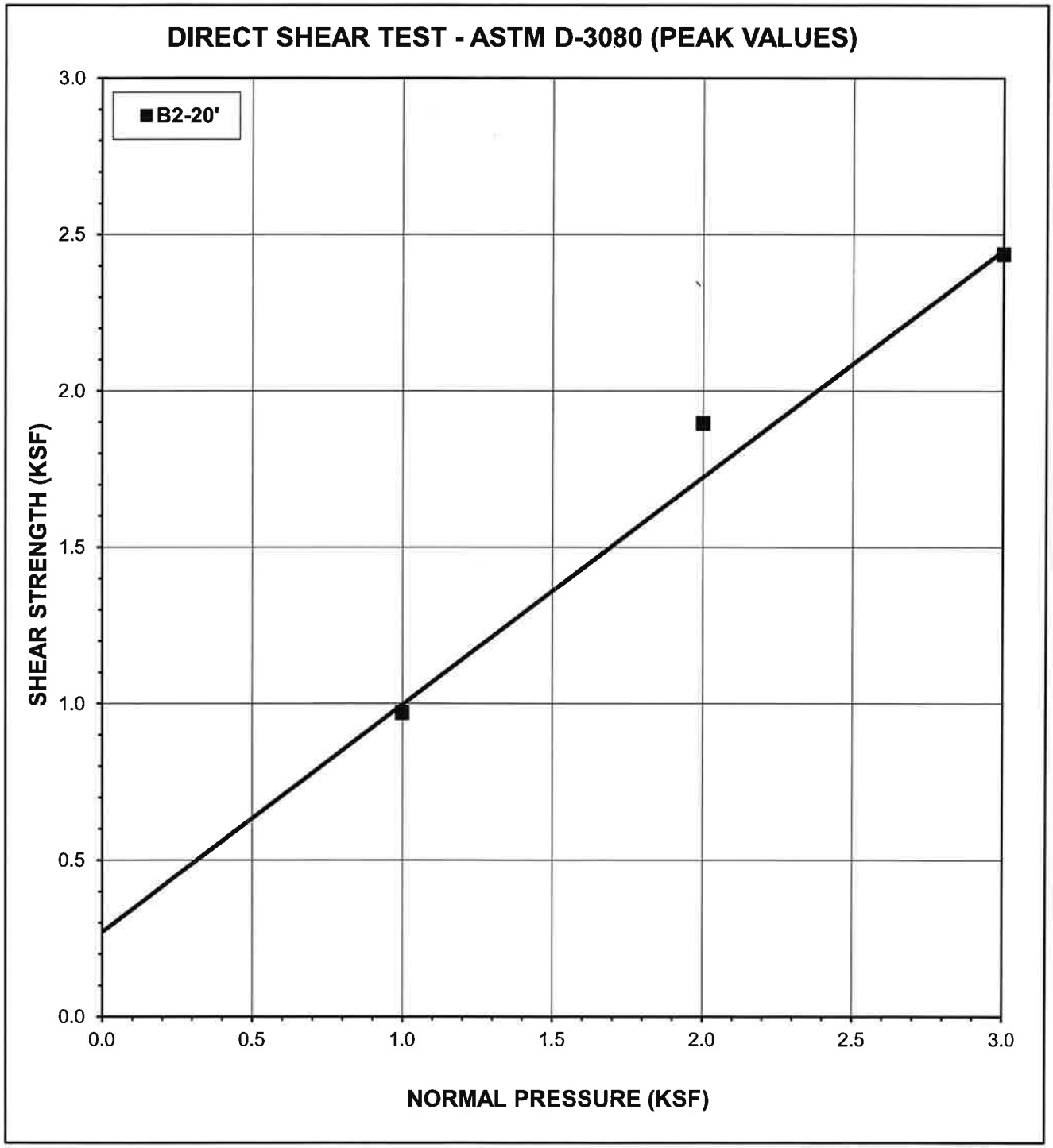
SHEAR TEST DIAGRAM #2

BG: **23793** CONSULTANT: **RSB**
CLIENT: **Patel**

EARTH MATERIAL: **Older Alluvium**

Phi Angle = **36.0 degrees**
Cohesion = **270 psf**

Moisture Content: **15.4%**
Dry Density (pcf): **116.7**
Saturation: **97.9%**



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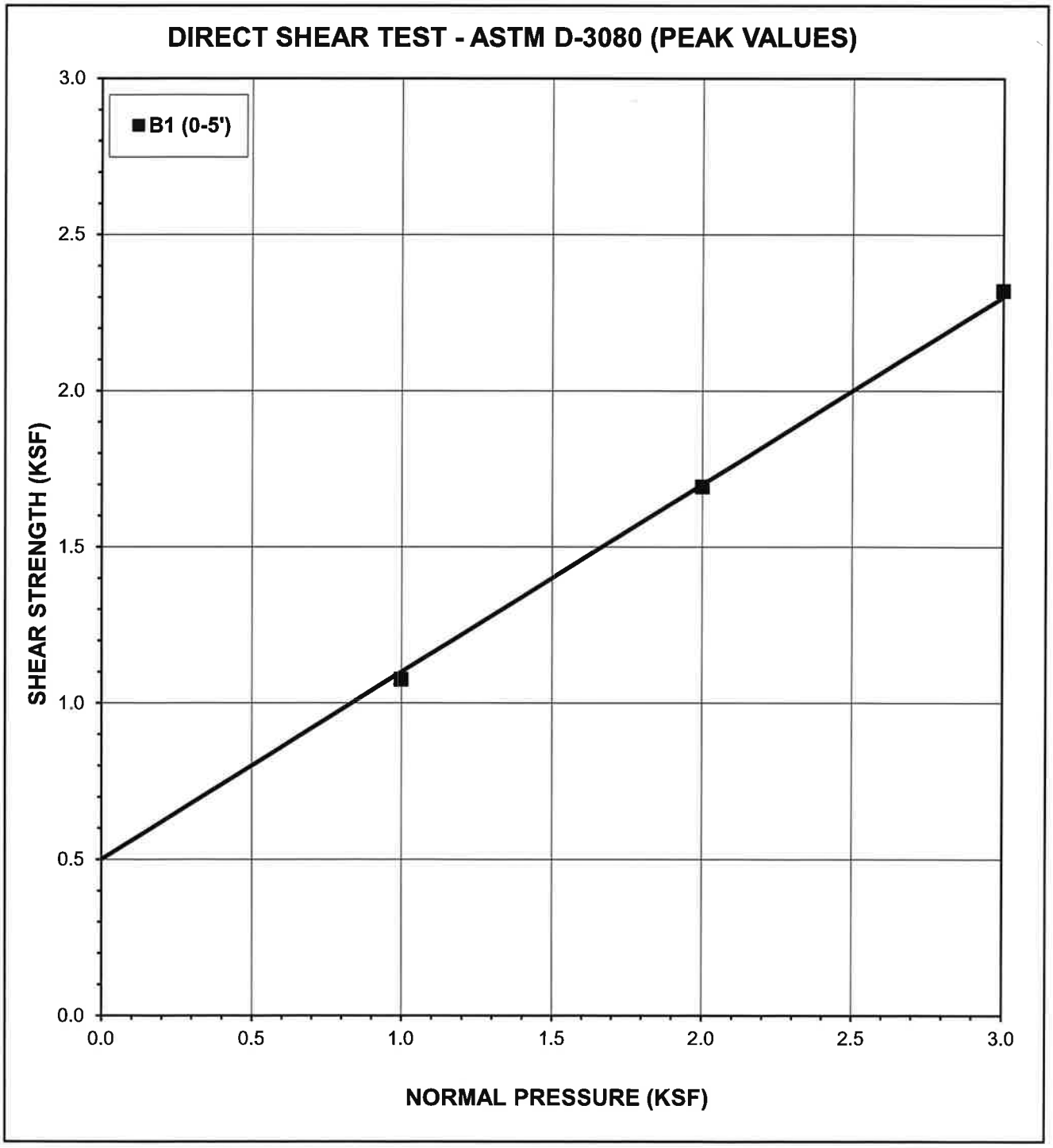
SHEAR TEST DIAGRAM #3

BG: **23793** CONSULTANT: **RSB**
CLIENT: **Patel**

EARTH MATERIAL: **Future Compacted Fill**
(Remolded to 90% Relative Compaction)

Phi Angle = 31.0 degrees
Cohesion = 500 psf

Moisture Content: 19.6%
Dry Density (pcf): 108.0
Saturation: 97.8%



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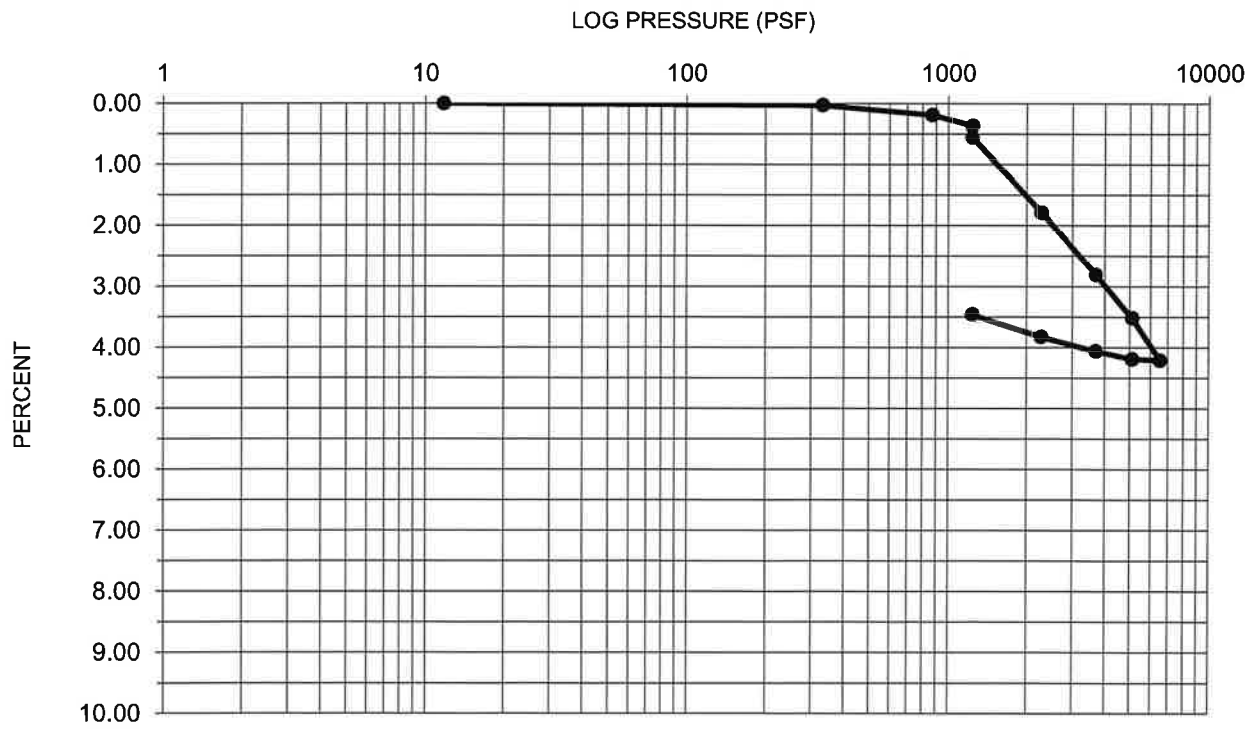
CONSOLIDATION CURVE #1

BG: **23793** ENGINEER: **RSB**

CLIENT: **Patel**

Earth Material:	Alluvium		
Sample Location:	B5-10'	Specific Gravity:	2.65
Dry Weight (pcf):	95.7	Initial Void Ratio:	0.73
Initial Moisture:	12.1%	Compression Index (Cc):	0.112
Initial Saturation:	44.1%	Recompression Index (Cr):	0.024
Water Added at (psf)	1237		

CONSOLIDATION DIAGRAM (ASTM D 2435-11)



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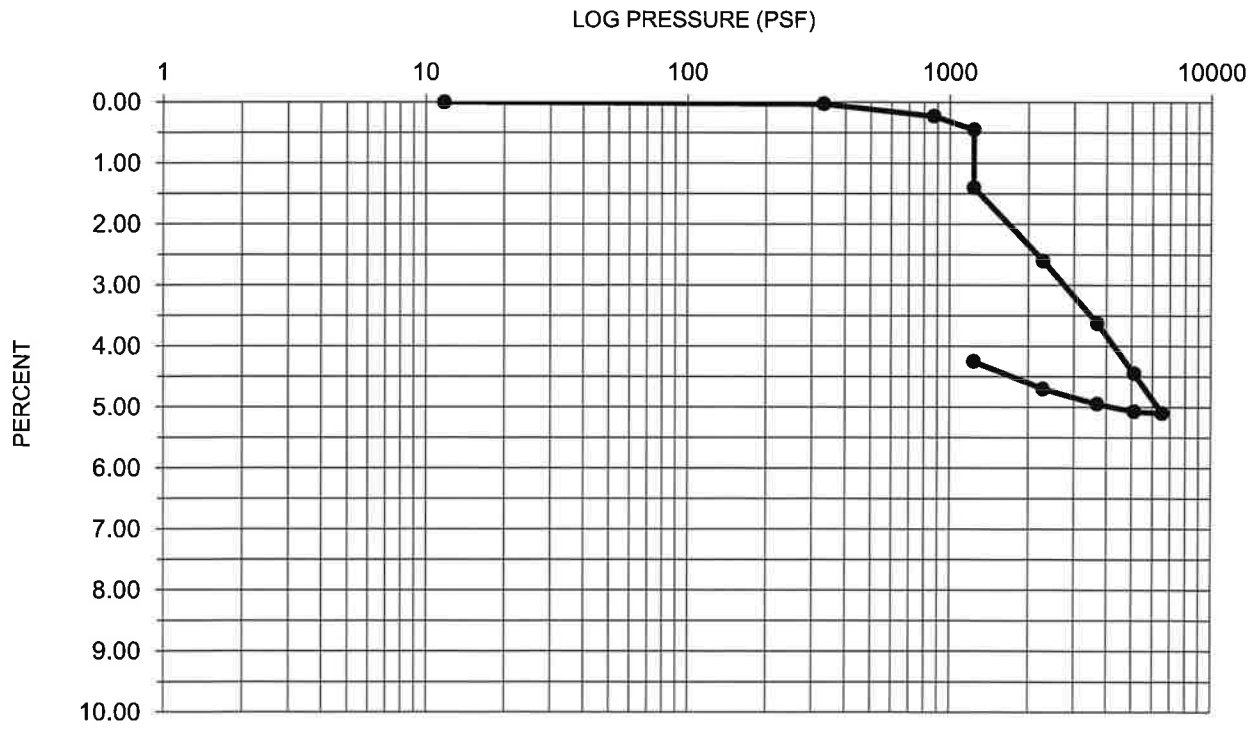
CONSOLIDATION CURVE #2

BG: **23793** ENGINEER: **RSB**

CLIENT: **Patel**

Earth Material:	Older Alluvium		
Sample Location:	B1-20'	Specific Gravity:	2.65
Dry Weight (pcf):	120.0	Initial Void Ratio:	0.38
Initial Moisture:	9.1%	Compression Index (Cc):	0.084
Initial Saturation:	63.8%	Recompression Index (Cr):	0.023
Water Added at (psf)	1237		

CONSOLIDATION DIAGRAM (ASTM D 2435-11)



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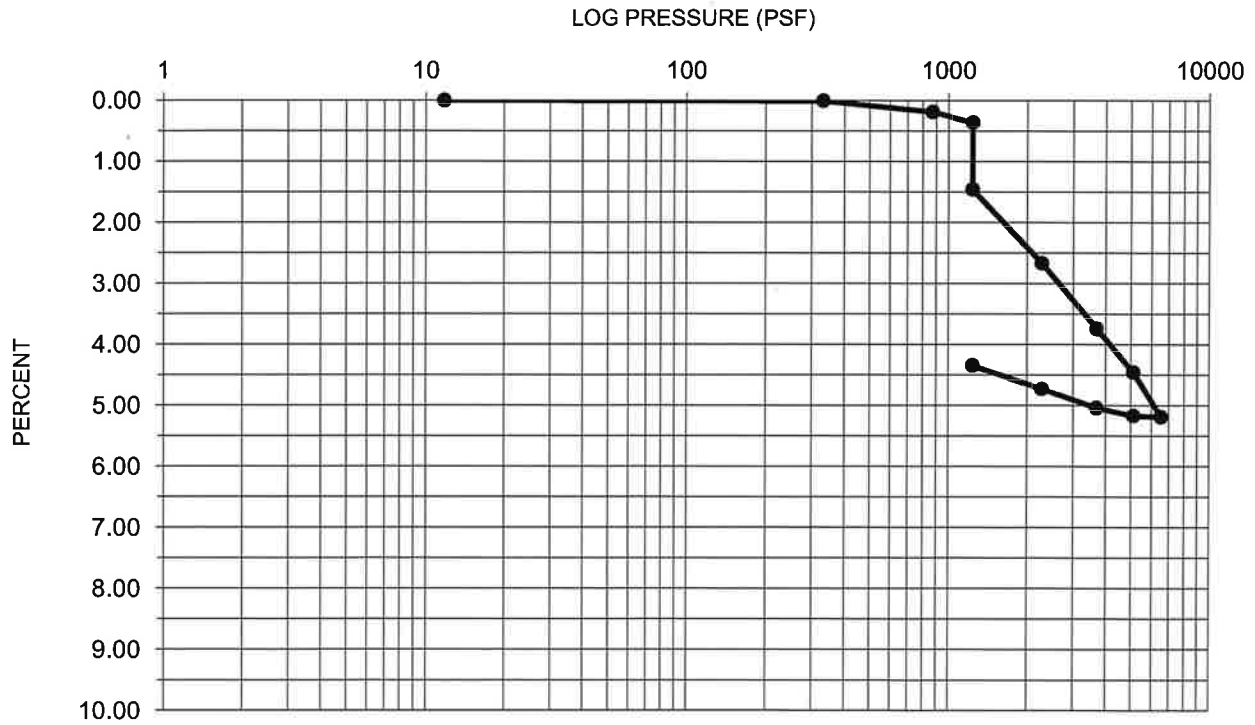
CONSOLIDATION CURVE #3

BG: **23793** ENGINEER: **RSB**

CLIENT: **Patel**

Earth Material:	Older Alluvium		
Sample Location:	B1-30'	Specific Gravity:	2.65
Dry Weight (pcf):	119.3	Initial Void Ratio:	0.39
Initial Moisture:	3.2%	Compression Index (Cc):	0.095
Initial Saturation:	22.0%	Recompression Index (Cr):	0.020
Water Added at (psf)	1237		

CONSOLIDATION DIAGRAM (ASTM D 2435-11)



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LOG OF BORING B1

BG No. 23793

PAGE 1 OF 2

CLIENT Patel **REPORT DATE** 2/8/24 **DRILL DATE** 10/19/23

PROJECT LOCATION 450 S. Placentia Ave., Placentia, CA **LOGGED BY** RSB

CONTRACTOR One Way Drilling **DRILLING METHOD** Hollow-Stem Auger **HOLE SIZE** 8-inch diameter

DRIVE WEIGHT 140-Pound Automatic Hammer **HAMMER DROP** 30 Inches **ELEV. TOP OF HOLE** 209 ft

ELEVATION (ft)	DEPTH (ft)	EARTH MATERIAL DESCRIPTION	GRAPHIC SYMBOL	USCS UNIT	SAMPLE TYPE & NUMBER	BLOW COUNTS (Per Six Inches)	MOISTURE CONTENT (%)	DRY UNIT WT. (pcf)	SATURATION (%)	TYPE OF TEST
	0	(SM) Surface: Exposed grade. **FILL (Afu):** 0 - 2.5': Silty SAND, light brown, slightly moist to dry, fine to medium sand.		SM						
205		(SM) **ALLUVIUM (Qal/Qyf):** 2.5' - 5': Silty SAND, light brown, slightly moist to dry, medium dense, fine sand.		SM	Bag1 S1	7 6 7	11.9			Max Density, EI, Remolded Shear, Corrosion Suite
	5	(SM) 5': Silty SAND, light brown, slightly moist, medium dense, fine sand.		SM	R1	6 11 12	11.7	98.8	46.1	
200		(SM) 7.5': Silty SAND, light brown, slightly moist, medium dense, fine sand.		SM	S2	5 5 5	15.7			
	10	(SP) 10': SAND, light olive-brown, slightly moist to dry, medium dense, fine sand.		SP	R2	5 9 13	10.1	98.9	39.8	Direct Shear
195	15	(CL) 15': CLAY, olive-brown, very moist to saturated, medium stiff, some fine sand.		CL	S3	1 2 3	30.1			
190	20	(CL) **OLDER ALLUVIUM (Qvof):** 20': Sandy CLAY, dark reddish-brown, moist, very stiff, fine to medium sand, some coarse sand, trace coarse gravel to 1.5" subangular.		CL	R3	16 20 21	9.1	120.1	63.8	Consolidation
185	25									

Bulk Sample | Standard Penetration Test | Ring Sample

BORING LOG BYER BY RSB - GINT STD US BYER.GDT - 2/9/24 11:47 - P:\23000 - 23999\23793 PATEL_PLACENTIA\23793 BORING LOGS.GPJ

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LOG OF BORING B1

BG No. 23793
PAGE 2 OF 2

CLIENT Patel **REPORT DATE** 2/8/24 **DRILL DATE** 10/19/23
PROJECT LOCATION 450 S. Placentia Ave., Placentia, CA **LOGGED BY** RSB
CONTRACTOR One Way Drilling **DRILLING METHOD** Hollow-Stem Auger **HOLE SIZE** 8-inch diameter
DRIVE WEIGHT 140-Pound Automatic Hammer **HAMMER DROP** 30 Inches **ELEV. TOP OF HOLE** 209 ft

ELEVATION (ft)	DEPTH (ft)	EARTH MATERIAL DESCRIPTION	GRAPHIC SYMBOL	USCS UNIT	SAMPLE TYPE & NUMBER	BLOW COUNTS (Per Six Inches)	MOISTURE CONTENT (%)	DRY UNIT WT. (pcf)	SATURATION (%)	TYPE OF TEST
	25	(SP) 25': SAND, light olive-brown, slightly moist to dry, medium dense to dense, fine to medium sand, some coarse sand, trace fine gravel to 3/4" subangular to subrounded.		SP	S4	7 11 14	4.1			
180	30	(SP) 30': SAND, light olive-brown, slightly moist to moist, very dense, fine to medium sand, some coarse sand, trace fine gravel to 3/4" subangular, some fines.		SP	R4	16 40 50	3.2	119.3	21.9	Consolidation
175	35	(SP) 35': SAND, light yellowish-brown, slightly moist, very dense, fine to medium sand, some coarse sand, trace fine gravel to 3/4" subangular.		SP	R5	24 37 50/4"	6.6	115.2	40.1	
170	40	(SP) 40': Gravelly SAND, light yellowish-brown, slightly moist to dry, very dense, fine to medium sand, some coarse sand, fine to coarse gravel to 1" subangular.		SP	R6	50/5"	2.1	113.6	12.4	

End at 40.4 Feet; No Groundwater; Fill to 2.5 Feet.

Bulk Sample | Standard Penetration Test | Ring Sample

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LOG OF BORING B2

BG No. 23793

PAGE 1 OF 2

CLIENT Patel **REPORT DATE** 2/8/24 **DRILL DATE** 10/19/23

PROJECT LOCATION 450 S. Placentia Ave., Placentia, CA **LOGGED BY** RSB

CONTRACTOR One Way Drilling **DRILLING METHOD** Hollow-Stem Auger **HOLE SIZE** 8-inch diameter

DRIVE WEIGHT 140-Pound Automatic Hammer **HAMMER DROP** 30 Inches **ELEV. TOP OF HOLE** 208 ft

ELEVATION (ft)	DEPTH (ft)	EARTH MATERIAL DESCRIPTION	GRAPHIC SYMBOL	USCS UNIT	SAMPLE TYPE & NUMBER	BLOW COUNTS (Per Six Inches)	MOISTURE CONTENT (%)	DRY UNIT WT. (pcf)	SATURATION (%)	TYPE OF TEST
	0	(SM) Surface: Exposed grade. **FILL (Afu):** 0 - 2.5': Silty SAND, light brown, slightly moist to dry, fine to medium sand.		SM						
205		(SC) 2.5' - 5': Clayey SAND, dark olive-gray, moist, medium dense, fine sand, some medium to coarse sand, abundant small crushed rocks, trace concrete debris.		SC	R1	11 20 22	8.9	112.8	50.6	
	5	(SC-SM) 5': Silty Clayey SAND, olive-gray, slightly moist to moist, medium dense, fine to medium sand, some coarse sand, some crushed rocks.		SC-SM	S1	6 9 8	10.6			
200										
	10	(SM) 10': Silty SAND, dark brown, moist, very dense, fine sand, some medium to coarse sand, some crushed rocks and asphalt debris.		SM	R2	25 42 50/4"	7.8	95.4	28.1	
195										
	15	(SM) 15': From cuttings: Silty SAND, dark olive-brown, slightly moist to moist, very dense, fine to medium sand, abundant crushed rocks to 3" angular, trace plastic debris.		SM	R3	50/5"				No Recovery
190		(SM) 17.5': Silty SAND, dark olive-brown, slightly moist to moist, dense, fine to medium sand, abundant crushed rocks to 3" angular in the cuttings.		SM	R4	10 25 23	5.1	119.7	35.2	
	20	(CL) **OLDER ALLUVIUM (Qvof):** 20': Sandy CLAY, dark reddish-brown, moist, very stiff, fine to medium sand, some coarse sand.		CL	R5	9 15 23	15.4	116.7	97.9	Direct Shear
185										
	25									

Ring Sample

Standard Penetration Test

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LOG OF BORING B2

BG No. 23793
PAGE 2 OF 2

CLIENT Patel **REPORT DATE** 2/8/24 **DRILL DATE** 10/19/23
PROJECT LOCATION 450 S. Placentia Ave., Placentia, CA **LOGGED BY** RSB
CONTRACTOR One Way Drilling **DRILLING METHOD** Hollow-Stem Auger **HOLE SIZE** 8-inch diameter
DRIVE WEIGHT 140-Pound Automatic Hammer **HAMMER DROP** 30 Inches **ELEV. TOP OF HOLE** 208 ft

ELEVATION (ft)	DEPTH (ft)	EARTH MATERIAL DESCRIPTION	GRAPHIC SYMBOL	USCS UNIT	SAMPLE TYPE & NUMBER	BLOW COUNTS (Per Six Inches)	MOISTURE CONTENT (%)	DRY UNIT WT. (pcf)	SATURATION (%)	TYPE OF TEST
	25	(SP) 25': SAND, yellowish-brown, slightly moist to moist, medium dense, fine to medium sand, some coarse sand, some fine gravel to 3/4" subangular, some fines.		SP	R6	15 19 19	11.6	116.3	72.9	

End at 26.5 Feet; No Groundwater; Fill to 20 Feet.

Ring Sample
Standard Penetration Test

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LOG OF BORING B3

BG No. 23793
PAGE 1 OF 1

CLIENT Patel **REPORT DATE** 2/8/24 **DRILL DATE** 10/19/23
PROJECT LOCATION 450 S. Placentia Ave., Placentia, CA **LOGGED BY** RSB
CONTRACTOR One Way Drilling **DRILLING METHOD** Hollow-Stem Auger **HOLE SIZE** 8-inch diameter
DRIVE WEIGHT 140-Pound Automatic Hammer **HAMMER DROP** 30 Inches **ELEV. TOP OF HOLE** 208 ft

ELEVATION (ft)	DEPTH (ft)	EARTH MATERIAL DESCRIPTION	GRAPHIC SYMBOL	USCS UNIT	SAMPLE TYPE & NUMBER	BLOW COUNTS (Per Six Inches)	MOISTURE CONTENT (%)	DRY UNIT WT. (pcf)	SATURATION (%)	TYPE OF TEST
	0	(SC) Surface: Exposed grade. **FILL (Afu):** 0 - 5': Clayey SAND, dark olive-brown, moist, fine to medium sand, some coarse sand, some crushed rocks.		SC						
205										
	5	(SC) 5': Clayey SAND, dark olive-gray, moist, dense, fine to medium sand, some coarse sand, abundant crushed rocks to 1" angular, trace asphalt debris.		SC	R1	15 29 30	8.3	116.8	53.1	
200										
	10	(SP) 10': SAND, olive-gray, slightly moist to moist, very dense, fine sand, some medium to coarse sand, some small crushed rocks.		SP	R2	16 40 50/5"	4.7	125.3	39.1	
195										
	15	(SP) 15': SAND, olive-gray, slightly moist to moist, dense, fine sand, some medium to coarse sand, some crushed rocks to 2" angular.		SP	R3	21 34 28	8.1	114.8	48.6	
190										
	20	(CL) **OLDER ALLUVIUM (Qvof):** 20': Sandy CLAY, dark reddish-brown, moist, very stiff, fine sand, some medium sand, 54.6% fines.		CL	R4	5 11 18	14.3	119.5	98.8	Sieve Wash (-#200 Sieve)

End at 21.5 Feet; No Groundwater; Fill to 20 Feet.

■ Ring Sample

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LOG OF BORING B4

BG No. 23793

PAGE 1 OF 1

CLIENT Patel **REPORT DATE** 2/8/24 **DRILL DATE** 10/19/23

PROJECT LOCATION 450 S. Placentia Ave., Placentia, CA **LOGGED BY** RSB

CONTRACTOR One Way Drilling **DRILLING METHOD** Hollow-Stem Auger **HOLE SIZE** 8-inch diameter

DRIVE WEIGHT 140-Pound Automatic Hammer **HAMMER DROP** 30 Inches **ELEV. TOP OF HOLE** 209 ft

ELEVATION (ft)	DEPTH (ft)	EARTH MATERIAL DESCRIPTION	GRAPHIC SYMBOL	USCS UNIT	SAMPLE TYPE & NUMBER	BLOW COUNTS (Per Six Inches)	MOISTURE CONTENT (%)	DRY UNIT WT. (pcf)	SATURATION (%)	TYPE OF TEST
	0	(SM) Surface: Exposed grade. **FILL (Afu):** 0 - 2.5': Silty SAND, light olive-gray, slightly moist to dry, fine to medium sand, some coarse sand, some crushed rocks to 1" angular.		SM						
205		(SM) **ALLUVIUM (Qal/Qyf):** 2.5' - 5': Silty SAND, olive-brown, moist, medium dense, fine sand.		SM						
	5	(SM) 5': Silty SAND, olive-brown, moist, loose, fine sand.		SM	R1	4 5 7	15.9	101.1	66.4	
200										
	10	(SM) 10': Silty SAND, olive-brown, slightly moist to moist, medium dense, fine sand, 40.5% fines.		SM	R2	5 7 11	10.4	100.5	42.6	Sieve Wash (-#200 Sieve)

End at 11.5 Feet; No Groundwater; Fill to 2.5 Feet.

Ring Sample

BORING LOG BYER BY RSB - GINT STD US BYER.GDT - 2/9/24 11:47 - P:\23000 - 23999\23793 PATEL_PLACENTIA\23793 BORING LOGS.GPJ

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LOG OF BORING B5

BG No. 23793

PAGE 1 OF 1

CLIENT Patel **REPORT DATE** 2/8/24 **DRILL DATE** 10/19/23

PROJECT LOCATION 450 S. Placentia Ave., Placentia, CA **LOGGED BY** RSB

CONTRACTOR One Way Drilling **DRILLING METHOD** Hollow-Stem Auger **HOLE SIZE** 8-inch diameter

DRIVE WEIGHT 140-Pound Automatic Hammer **HAMMER DROP** 30 Inches **ELEV. TOP OF HOLE** 208 ft

ELEVATION (ft)	DEPTH (ft)	EARTH MATERIAL DESCRIPTION	GRAPHIC SYMBOL	USCS UNIT	SAMPLE TYPE & NUMBER	BLOW COUNTS (Per Six Inches)	MOISTURE CONTENT (%)	DRY UNIT WT. (pcf)	SATURATION (%)	TYPE OF TEST
	0	(SM) Surface: Exposed grade. **FILL (Afu):** 0 - 2.5': Silty SAND, light olive-gray, slightly moist to dry, fine to medium sand, some coarse sand, some crushed rocks to 1" angular.		SM						
205		(SM) **ALLUVIUM (Qal/Qyf):** 2.5' - 5': Silty SAND, olive-brown, slightly moist, loose, fine sand.		SM	R1	4 5 7	13.9	101.1	58.1	Direct Shear
	5	(SM) 5': Silty SAND, olive-brown, slightly moist to moist, medium dense, fine sand.		SM	R2	7 8 12	12.7	108.5	64.2	
200										
	10	(SM) 10': Silty SAND, light olive-brown, slightly moist, medium dense, fine sand.		SM	R3	7 10 11	12.1	95.8	44.1	Direct Shear, Consolidation

End at 11.5 Feet; No Groundwater; Fill to 2.5 Feet.

Ring Sample

BORING LOG BYER BY RSB - GINT STD US BYER.GDT - 2/9/24 11:47 - P:\23000 - 23999\23793 PATEL_PLACENTIA\23793 BORING LOGS.GPJ

APPENDIX III

Calculations and Figures

SEISMIC SOURCES
EZ-FRISK V8.07

DETERMINISTIC CALCULATION
OF PEAK GROUND ACCELERATION BASED ON DIGITIZED FAULT DATA

BG: 23793 ANALYSIS DATE: 11/16/2023
CLIENT: Patel ENGINEER: RSB
PROJECT DESCRIPTION: Proposed 5-Story Hotel over One Subterranean Parking Level

SITE COORDINATES: LATITUDE: 33.8671
LONGITUDE: -117.8805

SEARCH RADIUS: 100 km

ATTENUATION RELATIONS: Abrahamson-et al (2014) NGA West 2 USGS 2014
Boore-et al (2014) NGA West 2 USGS 2014
Campbell-Bozorgnia (2014) NGA West 2 USGS 2014
Chiou-Youngs (2014) NGA West 2 USGS 2014

SEISMIC SOURCE SUMMARY
DETERMINISTIC SITE PARAMETERS

FAULT NAME	APPROXIMATE DISTANCE		MAXIMUM EATHQUAKE MAGNITUDE	PEAK GROUND ACCELERATION
	(km)	(mi)	(Mw)	(g)
Puente Hills (Coyote Hills)	3.6	2.3	6.9	0.773
Elsinore	7.4	4.6	7.9	0.669
Puente Hills	8.3	5.2	7.1	0.645
Puente Hills (Santa Fe Springs)	14.8	9.2	6.7	0.402
Chino	14.8	9.2	6.8	0.418
San Jose	19.2	11.9	6.7	0.314
Imp Extensional Gridded, Char, Normal	11.5	7.2	6.9	0.440
Imp Extensional Gridded, Char, Strike Slip	11.5	7.2	6.9	0.511
Imp Extensional Gridded, GR, Normal	12.1	7.5	7.0	0.438
Imp Extensional Gridded, GR, Strike Slip	12.1	7.5	7.0	0.510
San Joaquin Hills	19.6	12.2	7.1	0.376
Newport-Inglewood	23.2	14.4	7.5	0.367
Puente Hills (LA)	25.4	15.8	7.0	0.303
Sierra Madre	30.1	18.7	7.2	0.279
Sierra Madre Connected	30.1	18.7	7.3	0.291
Elysian Park (Upper)	30.3	18.8	6.7	0.234
Cucamonga	31.9	19.9	6.7	0.208

FAULT NAME	APPROXIMATE DISTANCE		MAXIMUM EATHQUAKE MAGNITUDE	PEAK GROUND ACCELERATION
	(km)	(mi)	(Mw)	(g)
Raymond	34.2	21.3	6.8	0.208
Clamshell-Sawpit	36.2	22.5	6.7	0.185
Palos Verdes	37.0	23.0	7.3	0.244
Palos Verdes Connected	37.0	23.0	7.7	0.294
Verdugo	38.7	24.1	6.9	0.196
Hollywood	42.7	26.6	6.7	0.159
Santa Monica	45.9	28.6	7.4	0.226
San Jacinto	55.1	34.2	7.9	0.244
Southern San Andreas	58.4	36.3	8.2	0.278
Sierra Madre (San Fernando)	59.6	37.0	6.7	0.113
Malibu Coast	62.1	38.6	7.0	0.132
San Gabriel	62.2	38.6	7.3	0.158
Cleghorn	62.5	38.9	6.8	0.115
Anacapa-Dume	64.3	39.9	7.2	0.151
Coronado Bank	65.4	40.6	7.4	0.160
Northridge	65.9	40.9	6.9	0.145
North Frontal (West)	75.3	46.8	7.2	0.127
Santa Susana, alt 1	76.1	47.3	6.9	0.101
San Gorgornio Shear Gridded	49.8	31.0	7.6	0.250
Holser, alt 1	84.9	52.8	6.8	0.085
Simi-Santa Rosa	89.4	55.6	6.9	0.083
Rose Canyon	93.0	57.8	6.9	0.077
Oak Ridge Connected	93.3	58.0	7.4	0.118
Oak Ridge (Onshore)	95.1	59.1	7.2	0.101

41 Faults found within a 100 km Search Radius.
Closest Fault to the Site: Puente Hills (Coyote Hills) Distance = 3.63 km (2.26mi)
Largest Peak Ground Acceleration: 0.773 g
The San Andreas Fault is Located Aproximately 58.4 km (36.3 mi) from the Site.

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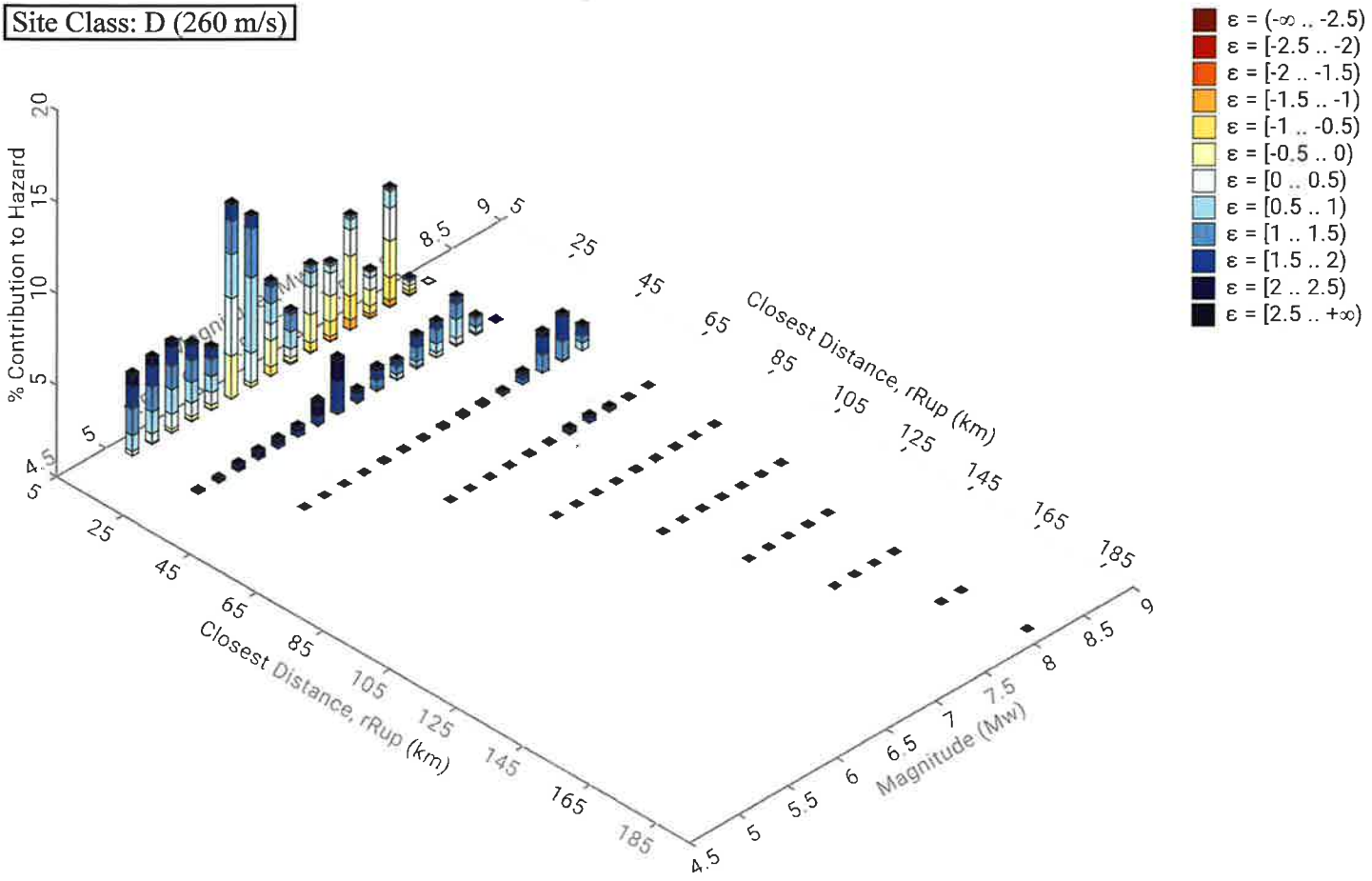
SEISMIC HAZARD DEAGGREGATION CHART
(Probability of Exceedance: 10% in 50 years)

BG: 23793 CLIENT: PATEL

ENGINEER: RSB

REFERENCE: USGS, 2023, Earthquake Hazard Toolbox - Seismic Hazard Disaggregation, NSHM Conterminous U.S. 2018, https://earthquake.usgs.gov/nshmp/.

Site Class: D (260 m/s)



Disaggregation targets	Recovered targets	Totals
Return period : 475 yrs	**Return period** : 472.83615 yrs	**Binned** : 100 %
Exceedance rate : 2.105e-3 yr^{-1}	**Exceedance rate** : 2.115e-3 yr^{-1}	**Residual** : 0 %
PGA ground motion : 4.442e-1 g		**Trace** : 0.3 %
Mode (largest m-r bin)	**Mode (largest m-r-ε_0 bin)**	**Discretization**
m : 6.13	**m** : 6.27	**r** : min = 0.0, max = 1000.0, Δ = 20.0 km
r : 8.22 km	**r** : 9.66 km	**m** : min = 4.4, max = 9.4, Δ = 0.2
ε_0 : 0.54 σ	ε_0 : 0.76 σ	**ε** : min = -3.0, max = 3.0, Δ = 0.5 σ
Contribution : 10.58 %	**Contribution** : 4.11 %	

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SEISMIC HAZARD DEAGGREGATION CHART
(Probability of Exceedance: 10% in 50 years)

BG: 23793 CLIENT: PATEL

ENGINEER: RSB

REFERENCE: USGS, 2023, Earthquake Hazard Toolbox - Seismic Hazard Disaggregation, NSHM Conterminous U.S. 2018, https://earthquake.usgs.gov/nshmp/.

Disaggregation Contributions

Export as CSV

Source Set ↳ Source	Type	r	m	ε_0	lon	lat	az	%
UCERF3 Fault Model 3.1	FaultSystem							34.54
Whittier [1] (4)		7.98	7.33	0.13	117.843°W	33.931°N	26.13	4.55
Chino [1] (1)		14.85	6.40	1.12	117.716°W	33.964°N	54.57	2.97
Peralta Hills (1)		2.27	6.79	-0.37	117.885°W	33.854°N	196.39	2.72
Compton (0)		14.09	7.20	-0.31	118.043°W	33.702°N	219.44	2.23
Whittier [1] (5)		8.24	6.27	0.72	117.872°W	33.940°N	5.44	1.84
San Andreas (Mojave, south) (14)		58.37	7.98	1.61	117.594°W	34.335°N	26.78	1.78
Elsinore (Glen Ivy) (0)		27.19	6.55	1.91	117.590°W	33.829°N	98.92	1.67
Whittier [1] (6)		11.16	6.21	1.09	117.931°W	33.957°N	335.07	1.29
Whittier [1] (3)		8.58	6.83	0.45	117.814°W	33.920°N	46.02	1.15
Puente Hills [1] (0)		10.14	7.15	0.19	117.882°W	33.942°N	359.00	1.11
San Jacinto (San Bernardino) (0)		56.25	8.10	1.47	117.500°W	34.263°N	38.40	1.1
Chino [1] (2)		15.04	6.64	1.02	117.703°W	33.950°N	60.48	1.02
UCERF3 Fault Model 3.2	FaultSystem							33.34
Richfield (1)		4.02	6.30	0.05	117.870°W	33.882°N	30.30	5.43
Whittier [2] (4)		7.93	7.26	0.16	117.847°W	33.932°N	23.13	3.88
Puente Hills (Coyote Hills) [2] (0)		5.95	7.24	-0.15	117.904°W	33.902°N	330.48	2.71
Compton (0)		14.09	7.24	-0.32	118.043°W	33.702°N	219.44	2.32
San Andreas (Mojave, south) (14)		58.37	7.98	1.61	117.594°W	34.335°N	26.78	1.82
Peralta Hills (1)		2.27	7.24	-0.53	117.885°W	33.854°N	196.39	1.72
Chino [2] (1)		17.77	6.80	1.05	117.712°W	33.965°N	54.94	1.7
Elsinore (Glen Ivy) (0)		27.19	6.54	1.93	117.590°W	33.829°N	98.92	1.69
San Jacinto (San Bernardino) (0)		56.25	8.10	1.48	117.500°W	34.263°N	38.40	1.08
UCERF3 Fault Model 3.2 (opt)	Grid							16.48
UCERF3 Fault Model 3.1 (opt)	Grid							15.63

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ALLOWABLE PILE AXIAL CAPACITY

BG: 23793 ENGINEER: RSB
CLIENT: Patel

CHART # 1

References: - *Bowels, J. E., 1997, Foundation Analysis and Design, Fifth Edition, International Edition, Ch. 16.*
- *Das, B. M., 1990, Principles of Foundation Engineering, 2nd Edition, Ch. 8, pp. 444-460.*
- *NAVFAC, 1986, Foundations & Earth Structures, Design Manual 7.02, Ch. 5, Section 3.*

Soil Properties

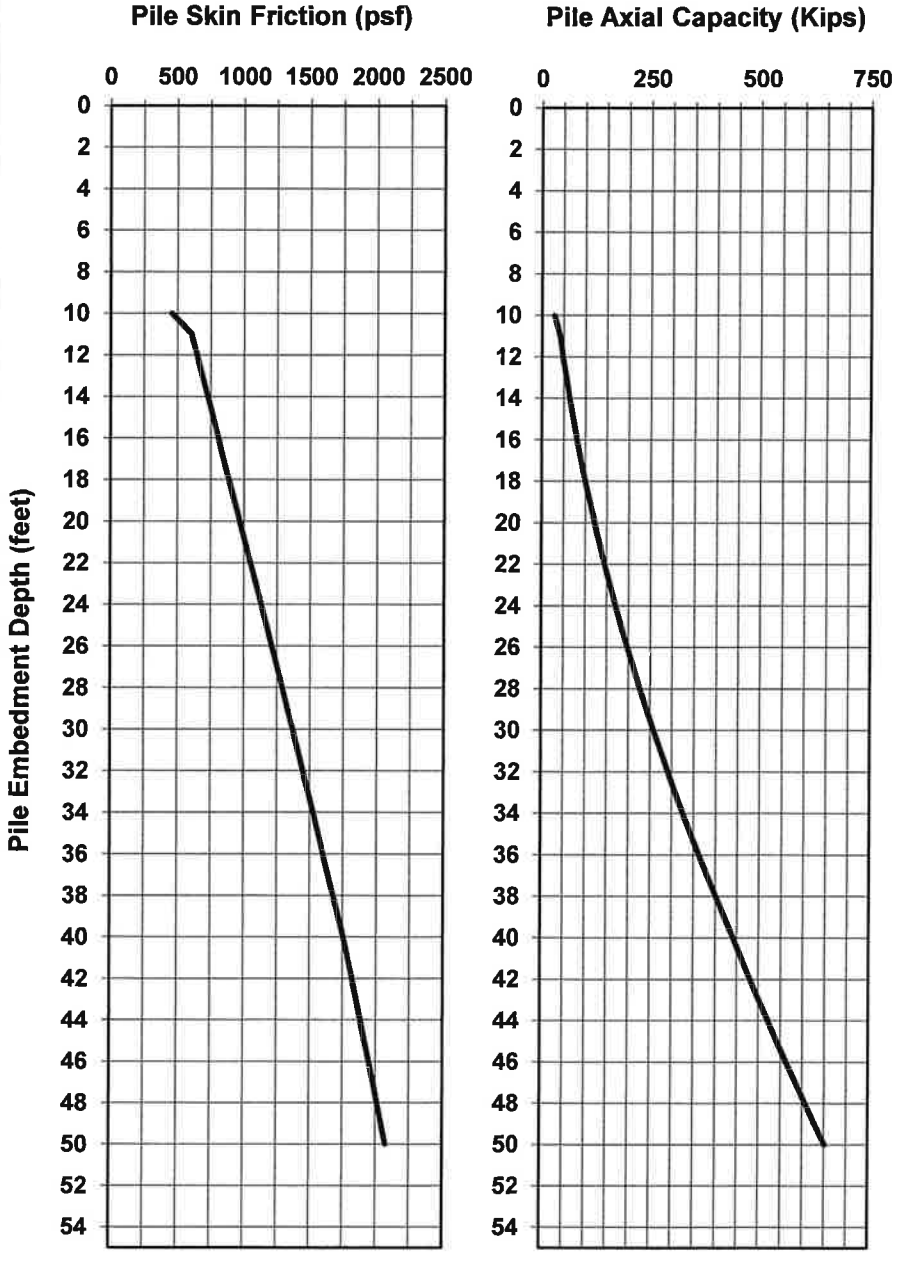
Depth From	Depth To	Cu (psf)	Phi (deg)	Density (pcf)	Earth Material	Shear Test No.
10	10	200	31	125	Alluvium	1
10	50	270	36	125	Older Alluvium	2

Depth of Groundwater: No GW

Pile Properties

Type: Drilled Pile
Material: Concrete
Shape: Circular
End Bearing: No (Friction Pile)
Diameter: **24 Inches**
Factor of Safety: 2
Overburden Pressure: 0 psf

Pile Embedment Depth (feet)	Skin Friction (psf)	Tip Capacity (kips)	Total Capacity (kips)
10	457.1	0.00	28.7
11	606.2	0.00	41.9
12	647.3	0.00	48.8
13	688.0	0.00	56.2
14	728.3	0.00	64.1
15	768.3	0.00	72.4
16	807.9	0.00	81.2
17	846.6	0.00	90.4
18	887.8	0.00	100.4
19	928.8	0.00	110.9
20	969.7	0.00	121.9
21	1010.4	0.00	133.3
22	1051.0	0.00	145.3
23	1091.5	0.00	157.7
24	1131.8	0.00	170.7
25	1171.9	0.00	184.1
26	1211.9	0.00	198.0
27	1251.8	0.00	212.4
28	1291.5	0.00	227.2
29	1331.1	0.00	242.5
30	1370.5	0.00	258.3
31	1409.8	0.00	274.6
32	1449.0	0.00	291.3
33	1487.9	0.00	308.5
34	1526.8	0.00	326.2
35	1565.5	0.00	344.3
36	1604.0	0.00	362.8
37	1642.5	0.00	381.8
38	1680.7	0.00	401.3
39	1718.8	0.00	421.2
40	1756.8	0.00	441.5
41	1790.9	0.00	461.4
42	1822.8	0.00	481.0
43	1854.5	0.00	501.0
44	1886.2	0.00	521.4
45	1917.7	0.00	542.2
46	1949.2	0.00	563.4
47	1980.6	0.00	584.9
48	2011.9	0.00	606.8
49	2043.1	0.00	629.0
50	2074.3	0.00	651.7



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ALLOWABLE PILE AXIAL CAPACITY

BG: 23793 ENGINEER: RSB
CLIENT: Patel

CHART # **2**

References: - *Bowels, J. E., 1997, Foundation Analysis and Design, Fifth Edition, International Edition, Ch. 16.*
- *Das, B. M., 1990, Principles of Foundation Engineering, 2nd Edition, Ch. 8, pp. 444-460.*
- *NAVFAC, 1986, Foundations & Earth Structures, Design Manual 7.02, Ch. 5, Section 3.*

Soil Properties

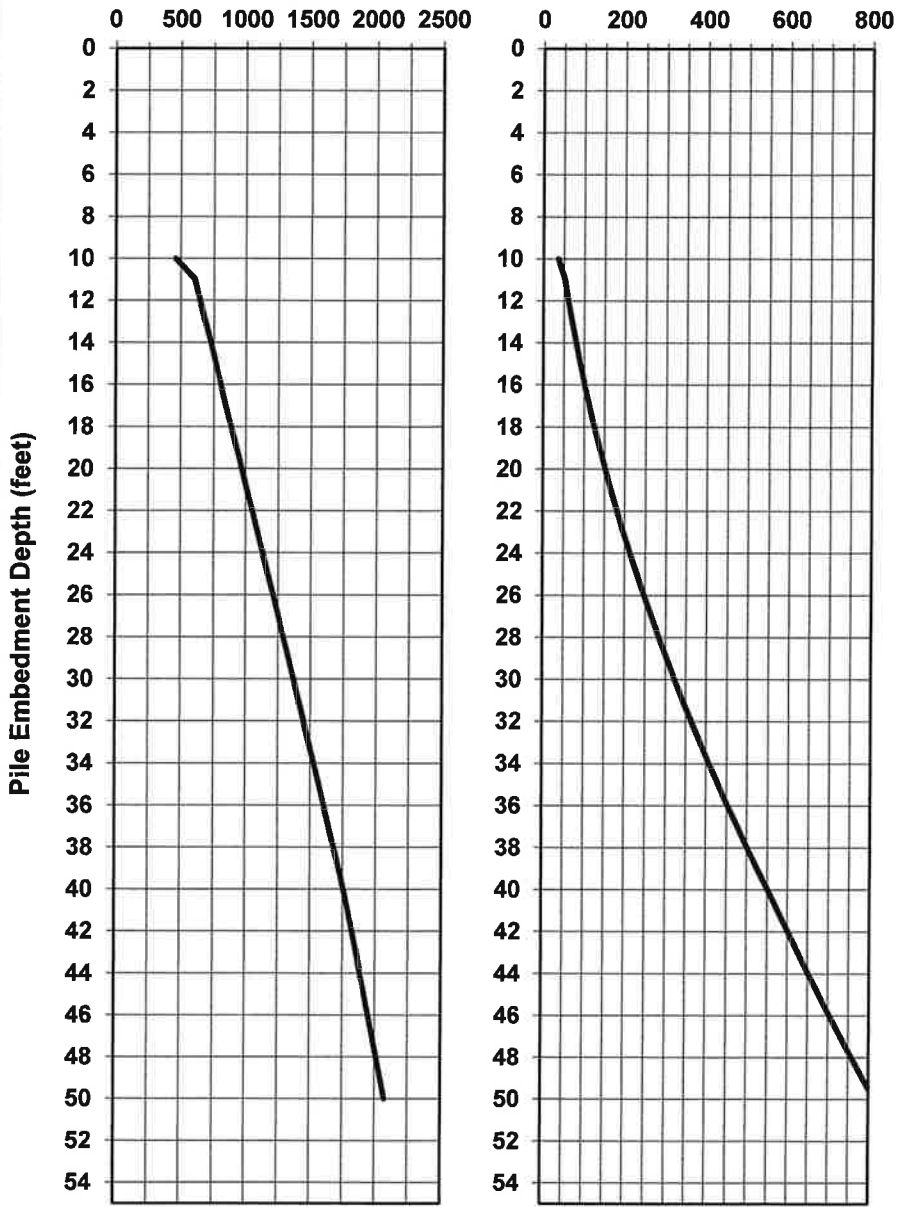
Depth From	Depth To	Cu (psf)	Phi (deg)	Density (pcf)	Earth Material	Shear Test No.
10	10	200	31	125	Alluvium	1
10	50	270	36	125	Older Alluvium	2

Depth of Groundwater: No GW

Pile Properties

Type: Drilled Pile
Material: Concrete
Shape: Circular
End Bearing: No (Friction Pile)
Diameter: **30 Inches**
Factor of Safety: 2
Overburden Pressure: 0 psf

Pile Embedment Depth (feet)	Skin Friction (psf)	Tip Capacity (kips)	Total Capacity (kips)
10	457.1	0.00	35.9
11	606.2	0.00	52.4
12	647.3	0.00	61.0
13	688.0	0.00	70.2
14	728.3	0.00	80.1
15	768.3	0.00	90.5
16	807.9	0.00	101.5
17	846.6	0.00	113.0
18	887.8	0.00	125.5
19	928.8	0.00	138.6
20	969.7	0.00	152.3
21	1010.4	0.00	166.7
22	1051.0	0.00	181.6
23	1091.5	0.00	197.2
24	1131.8	0.00	213.3
25	1171.9	0.00	230.1
26	1211.9	0.00	247.5
27	1251.8	0.00	265.5
28	1291.5	0.00	284.0
29	1331.1	0.00	303.2
30	1370.5	0.00	322.9
31	1409.8	0.00	343.3
32	1449.0	0.00	364.2
33	1487.9	0.00	385.6
34	1526.8	0.00	407.7
35	1565.5	0.00	430.3
36	1604.0	0.00	453.5
37	1642.5	0.00	477.3
38	1680.7	0.00	501.6
39	1718.8	0.00	526.5
40	1756.8	0.00	551.9
41	1790.9	0.00	576.7
42	1822.8	0.00	601.3
43	1854.5	0.00	626.3
44	1886.2	0.00	651.8
45	1917.7	0.00	677.8
46	1949.2	0.00	704.2
47	1980.6	0.00	731.1
48	2011.9	0.00	758.5
49	2043.1	0.00	786.3
50	2074.3	0.00	814.6



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ALLOWABLE PILE AXIAL CAPACITY

BG: 23793 ENGINEER: RSB
CLIENT: Patel

CHART # 3

References: - *Bowels, J. E., 1997, Foundation Analysis and Design, Fifth Edition, International Edition, Ch. 16.*
- *Das, B. M., 1990, Principles of Foundation Engineering, 2nd Edition, Ch. 8, pp. 444-460.*
- *NAVFAC, 1986, Foundations & Earth Structures, Design Manual 7.02, Ch. 5, Section 3.*

Soil Properties

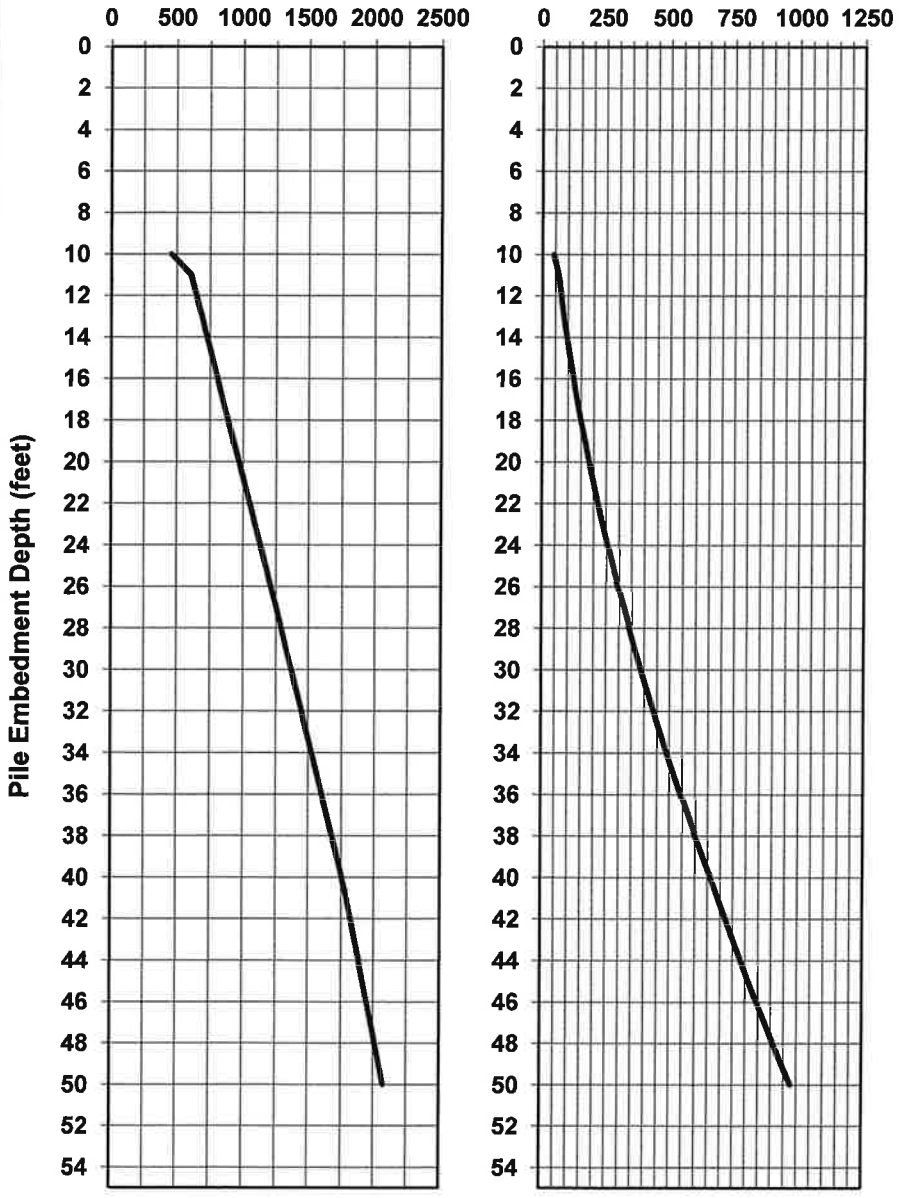
Depth From	Depth To	Cu (psf)	Phi (deg)	Density (pcf)	Earth Material	Shear Test No.
10	10	200	31	125	Alluvium	1
10	50	270	36	125	Older Alluvium	2

Depth of Groundwater: No GW

Pile Properties

Type: Drilled Pile
Material: Concrete
Shape: Circular
End Bearing: No (Friction Pile)
Diameter: **36 Inches**
Factor of Safety: 2
Overburden Pressure: 0 psf

Pile Embedment Depth (feet)	Skin Friction (psf)	Tip Capacity (kips)	Total Capacity (kips)
10	457.1	0.00	43.1
11	606.2	0.00	62.9
12	647.3	0.00	73.2
13	688.0	0.00	84.3
14	728.3	0.00	96.1
15	768.3	0.00	108.6
16	807.9	0.00	121.8
17	846.6	0.00	135.6
18	887.8	0.00	150.6
19	928.8	0.00	166.3
20	969.7	0.00	182.8
21	1010.4	0.00	200.0
22	1051.0	0.00	217.9
23	1091.5	0.00	236.6
24	1131.8	0.00	256.0
25	1171.9	0.00	276.1
26	1211.9	0.00	297.0
27	1251.8	0.00	318.5
28	1291.5	0.00	340.8
29	1331.1	0.00	363.8
30	1370.5	0.00	387.5
31	1409.8	0.00	411.9
32	1449.0	0.00	437.0
33	1487.9	0.00	462.8
34	1526.8	0.00	489.2
35	1565.5	0.00	516.4
36	1604.0	0.00	544.2
37	1642.5	0.00	572.8
38	1680.7	0.00	601.9
39	1718.8	0.00	631.8
40	1756.8	0.00	662.3
41	1790.9	0.00	692.0
42	1822.8	0.00	721.5
43	1854.5	0.00	751.6
44	1886.2	0.00	782.2
45	1917.7	0.00	813.3
46	1949.2	0.00	845.1
47	1980.6	0.00	877.3
48	2011.9	0.00	910.2
49	2043.1	0.00	943.6
50	2074.3	0.00	977.5



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1461 East Chevy Chase Drive, Suite 200, Glendale, CA 91206
tel 818.549.9959 fax 818.543.3747

RETAINING WALL CALCULATION

BG **23793** CLIENT: **Patel**
CONSULTANT: **RSB**
SHEET: **#1a**
Cantilevered Retaining Wall

CALCULATE THE DESIGN PRESSURE FOR PROPOSED CANTILEVERED RETAINING WALL. USE THE GENERAL TRIAL WEDGE METHOD*. APPLY THE SAFETY FACTOR TO THE COHESION AND PHI ANGLE. THE RETAINED HEIGHT, BACKSLOPE GEOMETRY, AND SURCHARGE CONDITIONS, ARE LISTED BELOW. ASSUME THE BACKFILL IS SATURATED WITH NO EXCESS HYDROSTATIC PRESSURE.

* FIND THE WEDGE, CHARACTERIZED BY A SINGLE STRAIGHT SLIP PLANE AND A VERTICAL TENSION CRACK, THAT MAXIMIZES THE UNBALANCED PRESSURE. MAKE NO ASSUMPTION ABOUT TENSION CRACK DEPTH. ALLOW ANY BACKSLOPE GEOMETRY AND SURCHARGE CONDITION. VARY X- AND Y-COORDINATES OF BOTTOM OF TENSION CRACK. USE PRIMARY GRID AND SECONDARY SEARCH WINDOW TO FOCUS SEARCH. USE METHODOLOGY DESCRIBED IN NAVFAC DESIGN MANUAL 7.02, 1986, PP. 59-70, AND US ARMY TECHNICAL REPORT ITL-92-11 (1992), P. 79 AND APPENDIX A.

CALCULATION INPUT

Earth Material	Alluvium
Shear Diagram	#1
Cohesion, Coh	200.0 psf
Phi Angle, φ	31.0 degrees
Density, γ	125.0 pcf
Anisotropic Strength Function	NO
Restraining Device Type	RETAINING WALL
	CANTILEVERED
Retained Height, H	8 feet
Wall Friction Angle, δ	0 degrees
External Surcharge	see below
General Backslope Condition*	level
Loading	STATIC
Calculation Safety Factor, FS	1.5

* Critical wedge 'sees' only portion of regional backslope

CALCULATION OUTPUT

Trial Wedges Analyzed, Initial Search Grid	609 trials
Trial Wedges Analyzed, Secondary Search Window	441 trials
Critical Failure Angle, α	51.6 degrees
Area of Critical Wedge	25.1 square feet
Length of Critical Failure Plane, L	9.2 feet
Depth of Critical Tension Crack	0.8 feet
Horizontal Upslope Distance to Critical Tension Crack	5.7 feet
Effective Backslope on Critical Wedge, β_{eff}	0.0 degrees
Factored Phi Angle on Slip Plane, φ'	21.8 degrees
Factored Cohesion on Critical Slip Plane, C'	133.3 psf
Weight of Critical Wedge, W	3,135 pounds
External Surcharge on Critical Wedge, V	960 pounds
Static Gravitational Driving Force, W'	4,095 pounds
Mobilized Cohesive Force, C'L	1,224 pounds
Mobilized Frictional Force, R	3,613 pounds
Calculated Unbalanced Force, P	1,036 pounds
Calculated Horizontal Unbalanced Force, P_h	1,036 pounds
Calculated Equivalent Fluid Pressure	32.4 pcf

RECOMMENDED DESIGN PARAMETERS

Design Equivalent Fluid Pressure, EFP	43.0 pcf
Design Horizontal Force	1,376 pounds

BACKSLOPE GEOMETRY AND SURCHARGE CONDITIONS*

(dist , elev)	(X , Y)	H (ft)	β (deg)	surcharge
(0,0)	(0,0)	8		
(0,8)	(0,8)			
(3,8)	(3,8)			Uniform Load: 300 psf
(13,8)	(13,8)			
(15,8)	(15,8)			
(18,8)	(18,8)			
(20,8)	(20,8)			

* X is the upslope distance from the wall; Y is the vertical distance above the base of the wall; H is wall height; β is backslope. H, β, and surcharge apply to section between two coordinates. Only first 20 coordinates are shown.

CONCLUSIONS

THE CALCULATION INDICATES THAT THE PROPOSED CANTILEVERED RETAINING WALL, WITH A RETAINED HEIGHT OF UP TO 8 FEET, MAY BE DESIGNED FOR AN EQUIVALENT FLUID PRESSURE (EFP) OF 43 POUNDS PER CUBIC FOOT.

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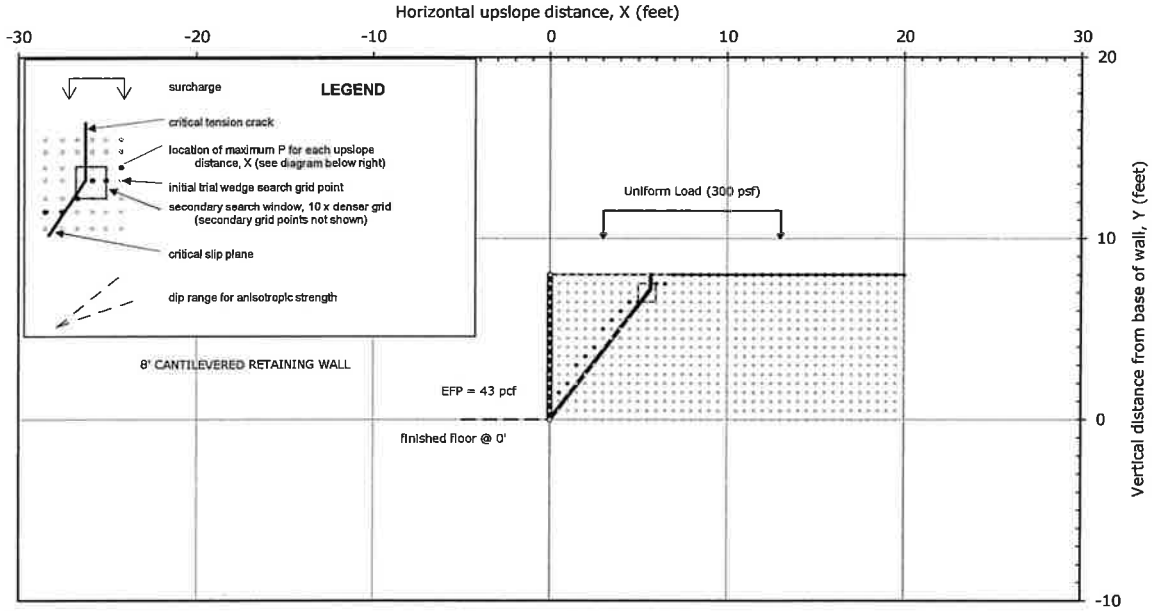
RETAINING WALL CALCULATION

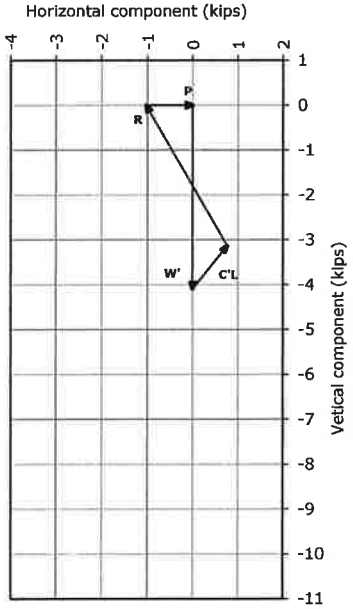
BG: **23793** CLIENT: **Patel**
CONSULTANT: **RSB**
SHEET: **#1b**
Cantilevered Retaining Wall

Cross Section and Critical Active Wedge



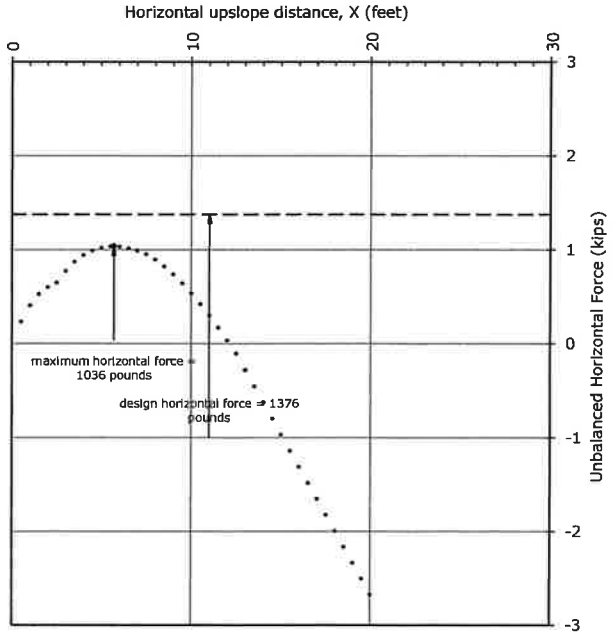
The cross section shows the surface geometry; surcharges; the range of dip for any defined anisotropic strength function; the critical trial wedge; the initial search grid; and the secondary search window. Each grid point defines the upslope coordinate of the slip plane and bottom coordinate of tension crack for a trial wedge. For each for upslope distance, X, the grid point for which the horizontal unbalanced pressure, Ph, is maximum is shown in black. The critical wedge has the maximum horizontal unbalanced pressure of all trial wedges.

Critical Wedge, Force Polygon



The polygon shows the static (gravitational) driving force, W'; the mobilized cohesive force, C'L; the mobilized frictional force, R; and the unbalanced pressure, P, for the critical wedge.

Trial Wedge, Unbalanced Horizontal Force, Ph (kips)



The maximum calculated horizontal unbalanced pressure, Ph, is plotted for each upslope distance, X. The location of the maximum Ph for each X is indicated in the cross section, above. All points from initial search grid and maximum from secondary search window are plotted.

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RETAINING WALL CALCULATION

BG **23793** CLIENT: **Patel**
CONSULTANT: **RSB**
SHEET: **#1Sa**
Cantilevered Retaining Wall

CALCULATE THE DESIGN PRESSURE FOR PROPOSED CANTILEVERED RETAINING WALL. USE THE GENERAL TRIAL WEDGE METHOD*. APPLY THE SAFETY FACTOR TO THE COHESION AND PHI ANGLE. THE RETAINED HEIGHT, BACKSLOPE GEOMETRY, AND SURCHARGE CONDITIONS, ARE LISTED BELOW. ASSUME THE BACKFILL IS SATURATED WITH NO EXCESS HYDROSTATIC PRESSURE. USE THE PSEUDO-STATIC (MONONOBE-OKABE) METHOD FOR SEISMIC LOADING.

* FIND THE WEDGE, CHARACTERIZED BY A SINGLE STRAIGHT SLIP PLANE AND A VERTICAL TENSION CRACK, THAT MAXIMIZES THE UNBALANCED PRESSURE. MAKE NO ASSUMPTION ABOUT TENSION CRACK DEPTH. ALLOW ANY BACKSLOPE GEOMETRY AND SURCHARGE CONDITION. VARY X- AND Y-COORDINATES OF BOTTOM OF TENSION CRACK. USE PRIMARY GRID AND SECONDARY SEARCH WINDOW TO FOCUS SEARCH. USE METHODOLOGY DESCRIBED IN NAVFAC DESIGN MANUAL 7.02, 1986, PP. 59-70, AND US ARMY TECHNICAL REPORT ITL-92-11 (1992), P. 79 AND APPENDIX A.

CALCULATION INPUT

Earth Material	Alluvium
Shear Diagram	#1
Cohesion, Coh	200.0 psf
Phi Angle, φ	31.0 degrees
Density, γ	125.0 pcf
Anisotropic Strength Function	NO
Restraining Device	RETAINING WALL
Type	CANTILEVERED
Retained Height, H	8 feet
Wall Friction Angle, δ	0 degrees
External Surcharge	see below
General Backslope Condition*	level
Loading	SEISMIC
PGA_M	0.77 g

Pseudostatic Coefficients:

horizontal , K_h***	0.26 g
vertical, K_v****	0.00 g
Calculation Safety Factor, FS	1

* Critical wedge 'sees' only portion of regional backslope

*** Calculated using methodology of Abrahamson and Silva (1986)
**** Kv > 0 indicates downward acceleration and upward inertial force

BACKSLOPE GEOMETRY AND SURCHARGE CONDITIONS*

(dist , elev)	(X , Y)	H (ft)	β (deg)	surcharge
(0,0)	(0,0)	8		
(0,8)	(0,8)			
(3,8)	(3,8)			Uniform Load: 300 psf
(13,8)	(13,8)			
(15,8)	(15,8)			
(18,8)	(18,8)			
(20,8)	(20,8)			

* X is the upslope distance from the wall; Y is the vertical distance above the base of the wall; H is wall height; β is backslope. H, β, and surcharge apply to section between two coordinates. Only first 20 coordinates are shown.

CALCULATION OUTPUT

Trial Wedges Analyzed, Initial Search Grid	609 trials
Trial Wedges Analyzed, Secondary Search Window	441 trials
Critical Failure Angle, α	47.7 degrees
Area of Critical Wedge	28.2 square feet
Length of Critical Failure Plane, L	8.9 feet
Depth of Critical Tension Crack	1.4 feet
Horizontal Upslope Distance to Critical Tension Crack	6.0 feet
Effective Backslope on Critical Wedge, β_{eff}	0.0 degrees
Factored Phi Angle on Slip Plane, φ'	31.0 degrees
Factored Cohesion on Critical Slip Plane, C'	200.0 psf
Weight of Critical Wedge, W	3,525 pounds
External Surcharge on Critical Wedge, V	1,050 pounds
Pseudo-Static (Gravitational + Dynamic) Driving Force, Wd	4,723 pounds
Mobilized Cohesive Force, C'L	1,784 pounds
Mobilized Frictional Force, R	3,399 pounds
Calculated Unbalanced Force, P	951 pounds
Calculated Horizontal Unbalanced Force, P_h	951 pounds

RECOMMENDED DESIGN PARAMETERS

Calculated Pseudo-Static Horizontal Force	951 pounds
Recommended Static Horizontal Force from sheet 1a	1,376 pounds

CONCLUSIONS

THE CALCULATED STATIC FORCE EXCEEDS THE CALCULATED PSEUDO-STATIC FORCE. THEREFORE, THE RECOMMENDED DESIGN PARAMETERS ON SHEET 1A ARE SUFFICIENT.

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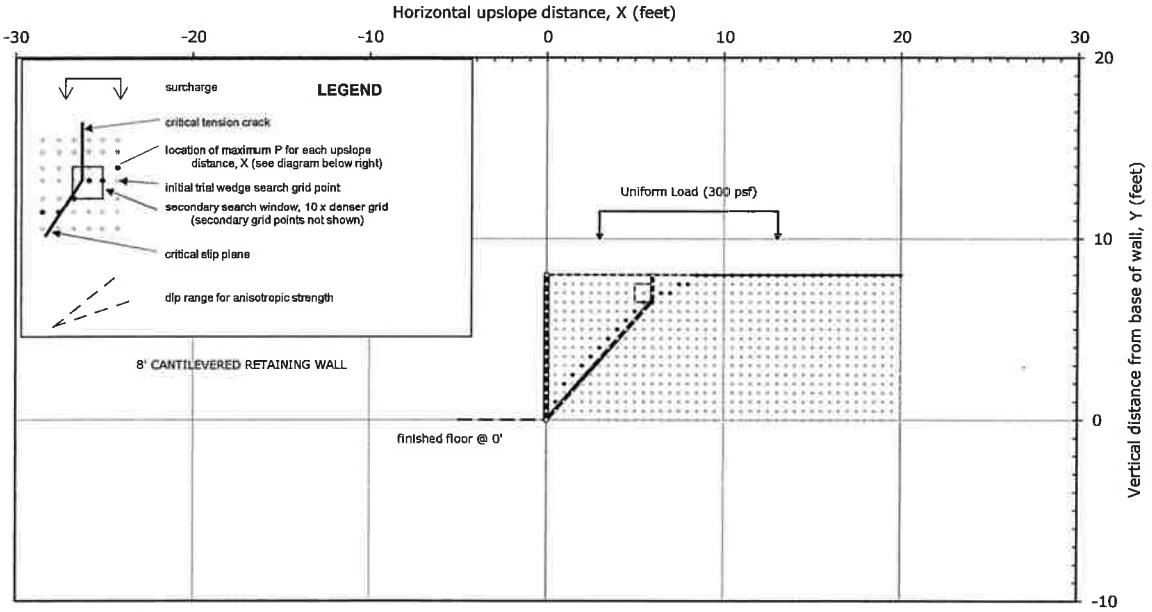
RETAINING WALL CALCULATION

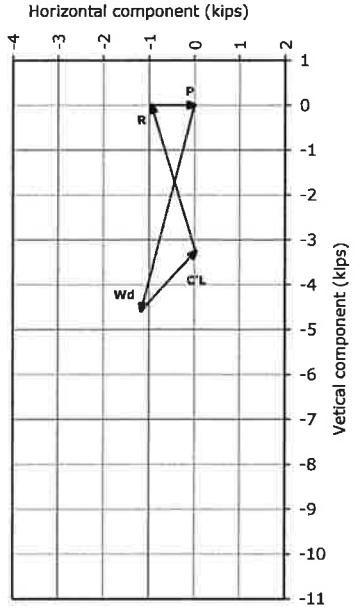
BG: 23793 CLIENT: Patel
CONSULTANT: RSB
SHEET: #1Sb
Cantilevered Retaining Wall

Cross Section and Critical Active Wedge



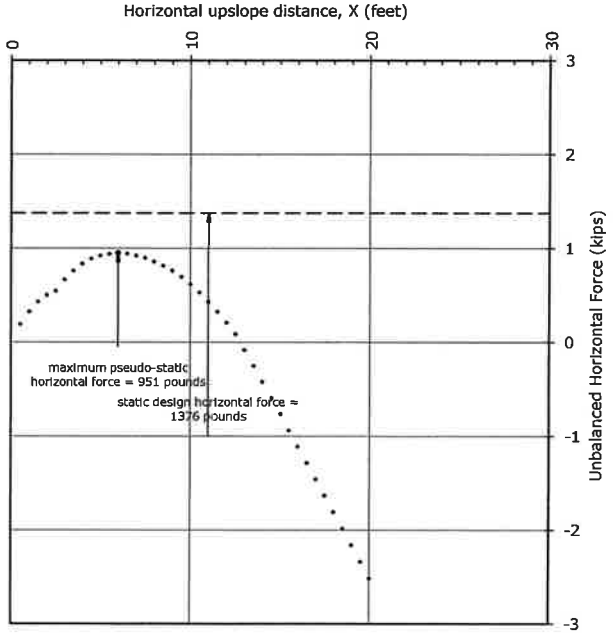
The cross section shows the surface geometry; surcharges; the range of dip for any defined anisotropic strength function; the critical trial wedge; the initial search grid; and the secondary search window. Each grid point defines the upslope coordinate of the slip plane and bottom coordinate of tension crack for a trial wedge. For each for upslope distance, X, the grid point for which the horizontal unbalanced pressure, Ph, is maximum is shown in black. The critical wedge has the maximum horizontal unbalanced pressure of all trial wedges.

Critical Wedge, Force Polygon



The polygon shows the pseudo-static (gravitational and dynamic) driving force, Wd; the mobilized cohesive force, C'L; the mobilized frictional force, R; and the unbalanced pressure, P, for the critical wedge.

Trial Wedge, Unbalanced Horizontal Force, Ph (kips)



The maximum calculated horizontal unbalanced pressure, Ph, is plotted for each upslope distance, X. The location of the maximum Ph for each X is indicated in the cross section, above. All points from initial search grid and maximum from secondary search window are plotted.

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RETAINING WALL CALCULATION

BG **23793** CLIENT: **Patel**
CONSULTANT: **RSB**
SHEET: **#2a**
Restrained Retaining Wall

CALCULATE THE DESIGN PRESSURE FOR PROPOSED RESTRAINED RETAINING WALL. USE THE GENERAL TRIAL WEDGE METHOD*. APPLY THE SAFETY FACTOR TO THE COHESION AND PHI ANGLE. THE RETAINED HEIGHT, BACKSLOPE GEOMETRY, AND SURCHARGE CONDITIONS, ARE LISTED BELOW. ASSUME THE BACKFILL IS SATURATED WITH NO EXCESS HYDROSTATIC PRESSURE.

* FIND THE WEDGE, CHARACTERIZED BY A SINGLE STRAIGHT SLIP PLANE AND A VERTICAL TENSION CRACK, THAT MAXIMIZES THE UNBALANCED PRESSURE. MAKE NO ASSUMPTION ABOUT TENSION CRACK DEPTH. ALLOW ANY BACKSLOPE GEOMETRY AND SURCHARGE CONDITION. VARY X- AND Y-COORDINATES OF BOTTOM OF TENSION CRACK. USE PRIMARY GRID AND SECONDARY SEARCH WINDOW TO FOCUS SEARCH. USE METHODOLOGY DESCRIBED IN NAVFAC DESIGN MANUAL 7.02, 1986, PP. 59-70, AND US ARMY TECHNICAL REPORT ITL-92-11 (1992), P. 79 AND APPENDIX A.

CALCULATION INPUT

Earth Material	Alluvium
Shear Diagram	#1
Cohesion, Coh	200.0 psf
Phi Angle, φ	31.0 degrees
Density, γ	125.0 pcf
Anisotropic Strength Function	NO
Restraining Device	RETAINING WALL
Type	RESTRAINED
Retained Height, H	8 feet
Wall Friction Angle, δ	0 degrees
External Surcharge	NO
General Backslope Condition*	level
Loading	STATIC
Calculation Safety Factor, FS	1.5

* Critical wedge 'sees' only portion of regional backslope

CALCULATION OUTPUT

Trial Wedges Analyzed, Initial Search Grid	609 trials
Trial Wedges Analyzed, Secondary Search Window	441 trials
Critical Failure Angle, α	55.8 degrees
Area of Critical Wedge	18.4 square feet
Length of Critical Failure Plane, L	5.9 feet
Depth of Critical Tension Crack	3.2 feet
Horizontal Upslope Distance to Critical Tension Crack	3.3 feet
Effective Backslope on Critical Wedge, β_{eff}	0.0 degrees
Factored Phi Angle on Slip Plane, φ'	21.8 degrees
Factored Cohesion on Critical Slip Plane, C'	133.3 psf
Weight of Critical Wedge, W	2,300 pounds
External Surcharge on Critical Wedge, V	0 pounds
Static Gravitational Driving Force, W'	2,300 pounds
Mobilized Cohesive Force, C'L	782 pounds
Mobilized Frictional Force, R	1,992 pounds
Calculated Unbalanced Force, P	672 pounds
Calculated Horizontal Unbalanced Force, P_h	672 pounds
Calculated Trapezoidal Design Pressure *	13.1 H psf
Calculated At-Rest Equivalent Fluid Pressure **	60.6 pcf
Calculated At-Rest Trapezoidal Earth Pressure *	37.9 H psf

RECOMMENDED DESIGN PARAMETERS

Trapezoidal Design Pressure, TDP*	38 H psf
Design Horizontal Force	1,946 pounds

* H is restrained height, see report for diagram of trapezoidal pressure distribution
** at-rest equivalent fluid pressure is calculated as: γ (1- sin(φ))

BACKSLOPE GEOMETRY AND SURCHARGE CONDITIONS*

(dist , elev)	(X , Y)	H (ft)	β (deg)	surcharge
(0,0)	(0,0)	8		
(0,8)	(0,8)			
(3,8)	(3,8)			
(13,8)	(13,8)			
(15,8)	(15,8)			
(18,8)	(18,8)			
(20,8)	(20,8)			

* X is the upslope distance from the wall; Y is the vertical distance above the base of the wall; H is wall height; β is backslope. H, β, and surcharge apply to section between two coordinates. Only first 20 coordinates are shown.

CONCLUSIONS

THE CALCULATION INDICATES THAT THE PROPOSED RESTRAINED RETAINING WALL, WITH A RETAINED HEIGHT OF UP TO 8 FEET, MAY BE DESIGNED FOR A TRAPEZOIDAL DESIGN PRESSURE (TDP) OF 38 H POUNDS PER SQUARE FOOT, WHERE H IS THE RETAINED HEIGHT. SEE REPORT FOR DIAGRAM OF TRAPEZOIDAL PRESSURE DISTRIBUTION.

THE STATIC DESIGN IS GOVERNED BY THE AT-REST CONDITION.

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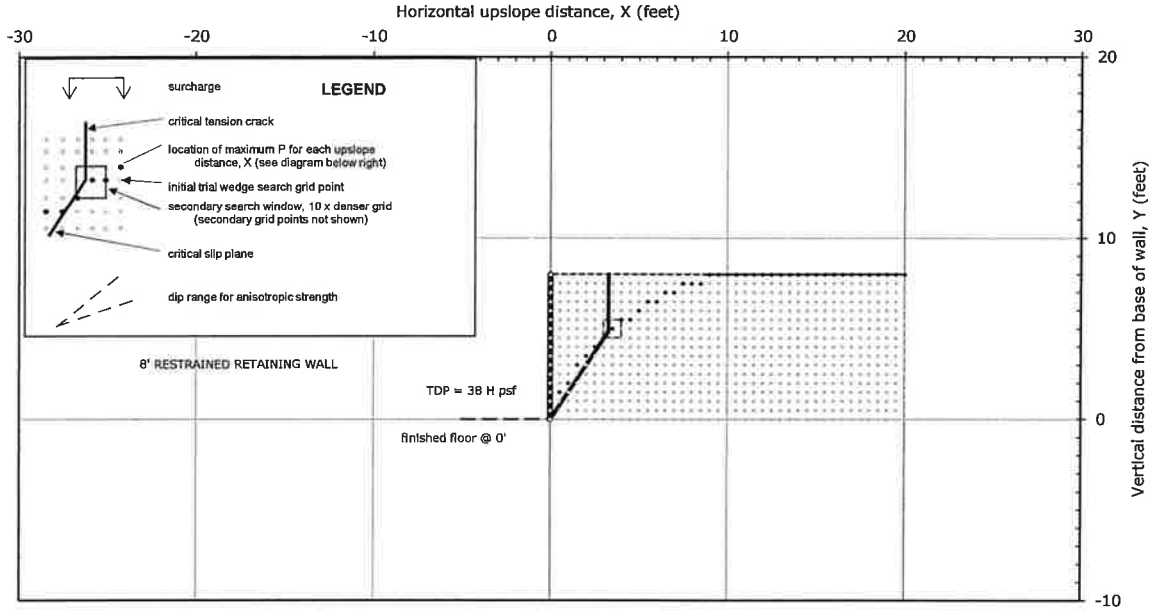
RETAINING WALL CALCULATION

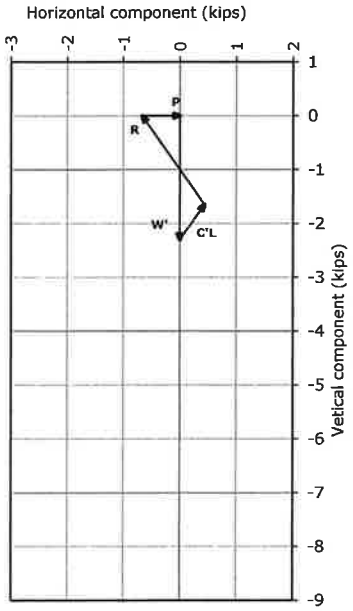
BG: **23793** CLIENT: **Patel**
CONSULTANT: **RSB**
SHEET: **#2b**
Restrained Retaining Wall

Cross Section and Critical Active Wedge



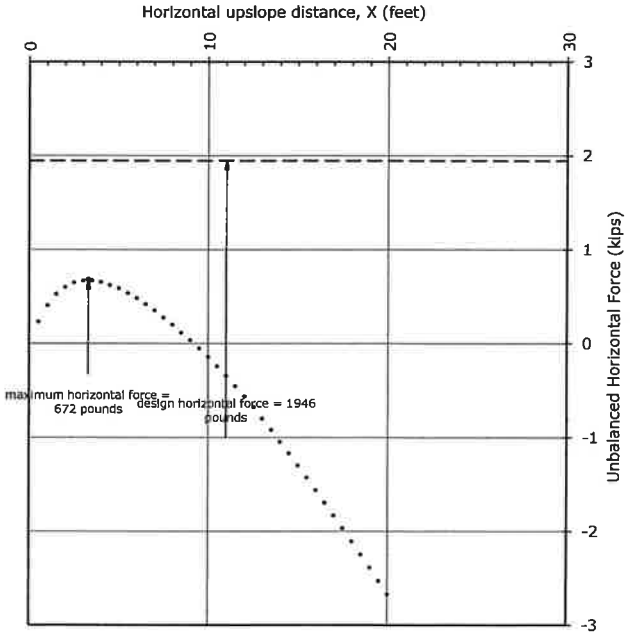
The cross section shows the surface geometry; surcharges; the range of dip for any defined anisotropic strength function; the critical trial wedge; the initial search grid; and the secondary search window. Each grid point defines the upslope coordinate of the slip plane and bottom coordinate of tension crack for a trial wedge. For each for upslope distance, X, the grid point for which the horizontal unbalanced pressure, Ph, is maximum is shown in black. The critical wedge has the maximum horizontal unbalanced pressure of all trial wedges.

Critical Wedge, Force Polygon



The polygon shows the static (gravitational) driving force, W'; the mobilized cohesive force, C'L; the mobilized frictional force, R; and the unbalanced pressure, P, for the critical wedge.

Trial Wedge, Unbalanced Horizontal Force, Ph (kips)



The maximum calculated horizontal unbalanced pressure, Ph, is plotted for each upslope distance, X. The location of the maximum Ph for each X is indicated in the cross section, above. All points from initial search grid and maximum from secondary search window are plotted.

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RETAINING WALL CALCULATION

BG **23793** CLIENT: **Patel**
CONSULTANT: **RSB**
SHEET: **#2Sa**
Restrained Retaining Wall

CALCULATE THE DESIGN PRESSURE FOR PROPOSED RESTRAINED RETAINING WALL. USE THE GENERAL TRIAL WEDGE METHOD*. APPLY THE SAFETY FACTOR TO THE COHESION AND PHI ANGLE. THE RETAINED HEIGHT, BACKSLOPE GEOMETRY, AND SURCHARGE CONDITIONS, ARE LISTED BELOW. ASSUME THE BACKFILL IS SATURATED WITH NO EXCESS HYDROSTATIC PRESSURE. USE THE PSEUDO-STATIC (MONONOBE-OKABE) METHOD FOR SEISMIC LOADING.

* FIND THE WEDGE, CHARACTERIZED BY A SINGLE STRAIGHT SLIP PLANE AND A VERTICAL TENSION CRACK, THAT MAXIMIZES THE UNBALANCED PRESSURE. MAKE NO ASSUMPTION ABOUT TENSION CRACK DEPTH. ALLOW ANY BACKSLOPE GEOMETRY AND SURCHARGE CONDITION. VARY X- AND Y-COORDINATES OF BOTTOM OF TENSION CRACK. USE PRIMARY GRID AND SECONDARY SEARCH WINDOW TO FOCUS SEARCH. USE METHODOLOGY DESCRIBED IN NAVFAC DESIGN MANUAL 7.02, 1986, PP. 59-70, AND US ARMY TECHNICAL REPORT ITL-92-11 (1992), P. 79 AND APPENDIX A.

CALCULATION INPUT

Earth Material	Alluvium
Shear Diagram	#1
Cohesion, Coh	200.0 psf
Phi Angle, φ	31.0 degrees
Density, γ	125.0 pcf
Anisotropic Strength Function	NO
Restraining Device	RETAINING WALL
Type	RESTRAINED
Retained Height, H	8 feet
Wall Friction Angle, δ	0 degrees
External Surcharge	NO
General Backslope Condition*	level
Loading	SEISMIC
PGA_M	0.77 g

Pseudostatic Coefficients:

horizontal , K_h***	0.26 g
vertical, K_v****	0.00 g
Calculation Safety Factor, FS	1

* Critical wedge 'sees' only portion of regional backslope

*** Calculated using methodology of Abrahamson and Silva (1986)
**** Kv > 0 indicates downward acceleration and upward inertial force

BACKSLOPE GEOMETRY AND SURCHARGE CONDITIONS*

(dist , elev)	(X , Y)	H (ft)	β (deg)	surcharge
(0,0)	(0,0)	8		
(0,8)	(0,8)			
(12,8)	(12,8)			
(22,8)	(22,8)			
(23,8)	(23,8)			
(24,8)	(24,8)			
(25,8)	(25,8)			

* X is the upslope distance from the wall; Y is the vertical distance above the base of the wall; H is wall height; β is backslope. H, β, and surcharge apply to section between two coordinates. Only first 20 coordinates are shown.

CALCULATION OUTPUT

Trial Wedges Analyzed, Initial Search Grid	759 trials
Trial Wedges Analyzed, Secondary Search Window	441 trials
Critical Failure Angle, α	51.7 degrees
Area of Critical Wedge	20.4 square feet
Length of Critical Failure Plane, L	5.7 feet
Depth of Critical Tension Crack	3.5 feet
Horizontal Upslope Distance to Critical Tension Crack	3.6 feet
Effective Backslope on Critical Wedge, β_{eff}	0.0 degrees
Factored Phi Angle on Slip Plane, φ'	31.0 degrees
Factored Cohesion on Critical Slip Plane, C'	200.0 psf
Weight of Critical Wedge, W	2,552 pounds
External Surcharge on Critical Wedge, V	0 pounds
Pseudo-Static (Gravitational + Dynamic) Driving Force, Wd	2,634 pounds
Mobilized Cohesive Force, C'L	1,146 pounds
Mobilized Frictional Force, R	1,766 pounds
Calculated Unbalanced Force, P	569 pounds
Calculated Horizontal Unbalanced Force, P_h	569 pounds

RECOMMENDED DESIGN PARAMETERS

Calculated Pseudo-Static Horizontal Force	569 pounds
Recommended Static Horizontal Force from sheet 2a	1,946 pounds

CONCLUSIONS

THE CALCULATED STATIC FORCE EXCEEDS THE CALCULATED PSEUDO-STATIC FORCE. THEREFORE, THE RECOMMENDED DESIGN PARAMETERS ON SHEET 2A ARE SUFFICIENT.

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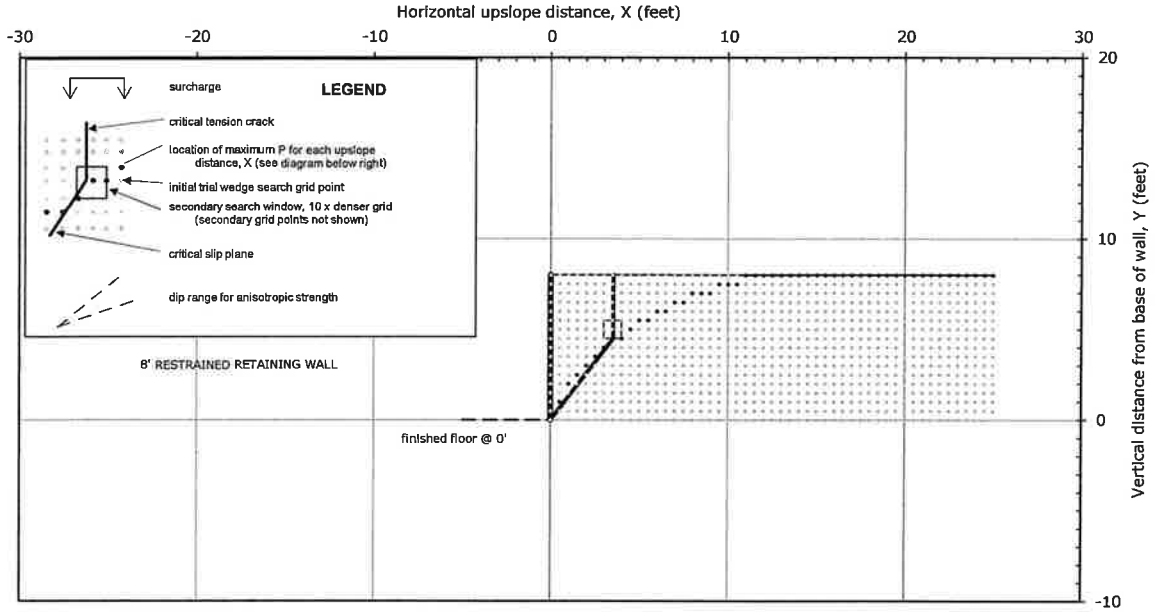
RETAINING WALL CALCULATION

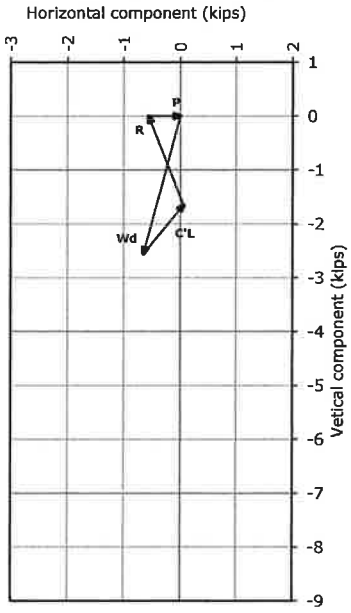
BG: **23793** CLIENT: **Patel**
CONSULTANT: **RSB**
SHEET: **#2Sb**
Restrained Retaining Wall

Cross Section and Critical Active Wedge



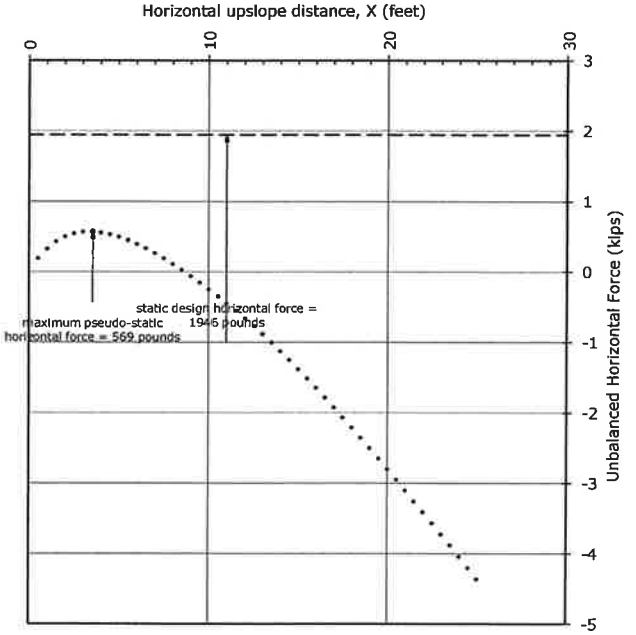
The cross section shows the surface geometry; surcharges; the range of dip for any defined anisotropic strength function; the critical trial wedge; the initial search grid; and the secondary search window. Each grid point defines the upslope coordinate of the slip plane and bottom coordinate of tension crack for a trial wedge. For each for upslope distance, X, the grid point for which the horizontal unbalanced pressure, Ph, is maximum is shown in black. The critical wedge has the maximum horizontal unbalanced pressure of all trial wedges.

Critical Wedge, Force Polygon



The polygon shows the pseudo-static (gravitational and dynamic) driving force, Wd; the mobilized cohesive force, C'L; the mobilized frictional force, R; and the unbalanced pressure, P, for the critical wedge.

Trial Wedge, Unbalanced Horizontal Force, Ph (kips)



The maximum calculated horizontal unbalanced pressure, Ph, is plotted for each upslope distance, X. The location of the maximum Ph for each X is indicated in the cross section, above. All points from initial search grid and maximum from secondary search window are plotted.

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RETAINING WALL CALCULATION

BG **23793** CLIENT: **Patel**
CONSULTANT: **RSB**
SHEET: **#3Sa**
Restrained Retaining Wall

CALCULATE THE DESIGN PRESSURE FOR PROPOSED RESTRAINED RETAINING WALL. USE THE GENERAL TRIAL WEDGE METHOD*. APPLY THE SAFETY FACTOR TO THE COHESION AND PHI ANGLE. THE RETAINED HEIGHT, BACKSLOPE GEOMETRY, AND SURCHARGE CONDITIONS, ARE LISTED BELOW. ASSUME THE BACKFILL IS SATURATED WITH NO EXCESS HYDROSTATIC PRESSURE. USE THE PSEUDO-STATIC (MONONOBE-OKABE) METHOD FOR SEISMIC LOADING.

* FIND THE WEDGE, CHARACTERIZED BY A SINGLE STRAIGHT SLIP PLANE AND A VERTICAL TENSION CRACK, THAT MAXIMIZES THE UNBALANCED PRESSURE. MAKE NO ASSUMPTION ABOUT TENSION CRACK DEPTH. ALLOW ANY BACKSLOPE GEOMETRY AND SURCHARGE CONDITION. VARY X- AND Y-COORDINATES OF BOTTOM OF TENSION CRACK. USE PRIMARY GRID AND SECONDARY SEARCH WINDOW TO FOCUS SEARCH. USE METHODOLOGY DESCRIBED IN NAVFAC DESIGN MANUAL 7.02, 1986, PP. 59-70, AND US ARMY TECHNICAL REPORT ITL-92-11 (1992), P. 79 AND APPENDIX A.

CALCULATION INPUT

Earth Material	Alluvium
Shear Diagram	#1
Cohesion, Coh	200.0 psf
Phi Angle, φ	31.0 degrees
Density, γ	125.0 pcf
Anisotropic Strength Function	NO
Restraining Device	RETAINING WALL
Type	RESTRAINED
Retained Height, H	8 feet
Wall Friction Angle, δ	0 degrees
External Surcharge	see below
General Backslope Condition*	level
Loading	SEISMIC
PGA_M	0.77 g

Pseudostatic Coefficients:

horizontal , K_h***	0.26 g
vertical, K_v****	0.00 g
Calculation Safety Factor, FS	1

* Critical wedge 'sees' only portion of regional backslope

*** Calculated using methodology of Abrahamson and Silva (1986)
**** Kv > 0 indicates downward acceleration and upward inertial force

BACKSLOPE GEOMETRY AND SURCHARGE CONDITIONS*

(dist , elev)	(X , Y)	H (ft)	β (deg)	surcharge
(0,0)	(0,0)	8		
(0,8)	(0,8)			
(12,8)	(12,8)			Uniform Load: 1000 psf
(22,8)	(22,8)			
(23,8)	(23,8)			
(24,8)	(24,8)			
(25,8)	(25,8)			

* X is the upslope distance from the wall; Y is the vertical distance above the base of the wall; H is wall height; β is backslope. H, β, and surcharge apply to section between two coordinates. Only first 20 coordinates are shown.

CALCULATION OUTPUT

Trial Wedges Analyzed, Initial Search Grid	759 trials
Trial Wedges Analyzed, Secondary Search Window	441 trials
Critical Failure Angle, α	51.7 degrees
Area of Critical Wedge	20.4 square feet
Length of Critical Failure Plane, L	5.7 feet
Depth of Critical Tension Crack	3.5 feet
Horizontal Upslope Distance to Critical Tension Crack	3.6 feet
Effective Backslope on Critical Wedge, β_{eff}	0.0 degrees
Factored Phi Angle on Slip Plane, φ'	31.0 degrees
Factored Cohesion on Critical Slip Plane, C'	200.0 psf
Weight of Critical Wedge, W	2,552 pounds
External Surcharge on Critical Wedge, V	0 pounds
Pseudo-Static (Gravitational + Dynamic) Driving Force, Wd	2,634 pounds
Mobilized Cohesive Force, C'L	1,146 pounds
Mobilized Frictional Force, R	1,766 pounds
Calculated Unbalanced Force, P	569 pounds
Calculated Horizontal Unbalanced Force, P_h	569 pounds

RECOMMENDED DESIGN PARAMETERS

Calculated Pseudo-Static Horizontal Force	569 pounds
Recommended Static Horizontal Force from sheet 3a	1,946 pounds

CONCLUSIONS

THE CALCULATED STATIC FORCE EXCEEDS THE CALCULATED PSEUDO-STATIC FORCE. THEREFORE, THE RECOMMENDED DESIGN PARAMETERS ON SHEET 3A ARE SUFFICIENT.

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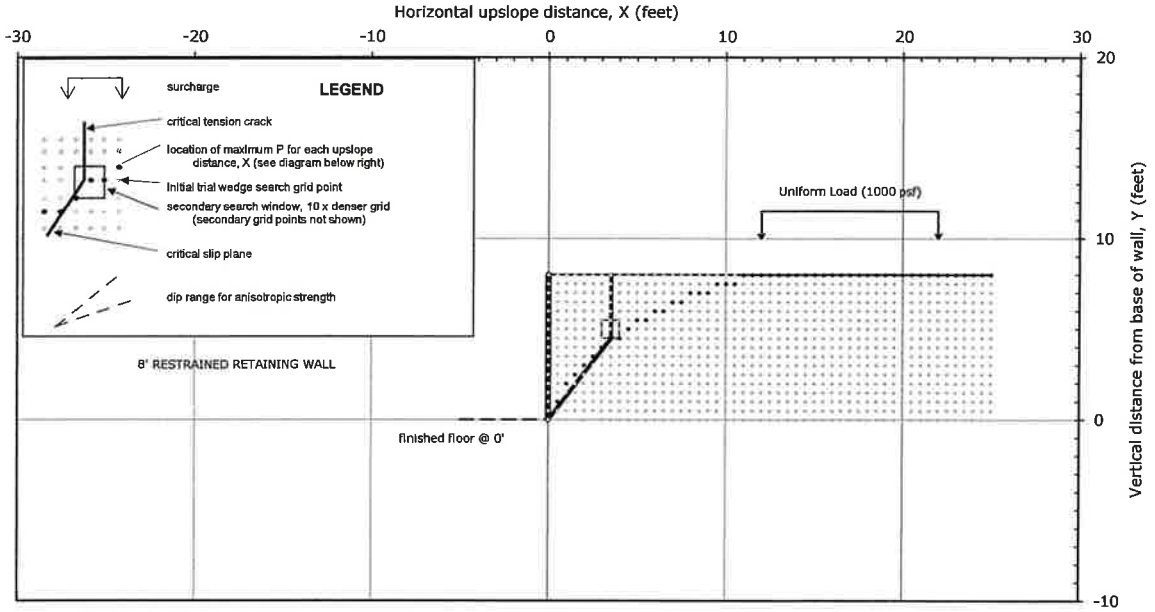
tel 818.549.9959 fax 818.543.3747

RETAINING WALL CALCULATION

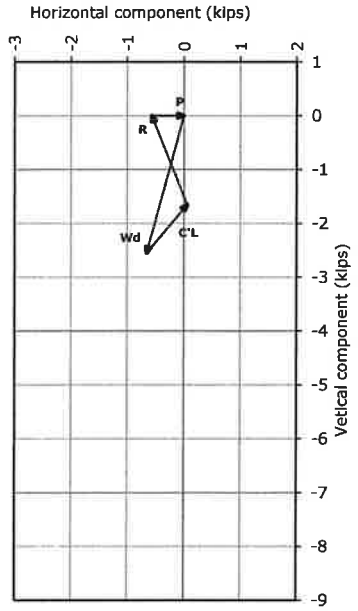
BG: **23793** CLIENT: **Patel**
CONSULTANT: **RSB**
SHEET: **#3Sb**
Restrained Retaining Wall

Cross Section and Critical Active Wedge



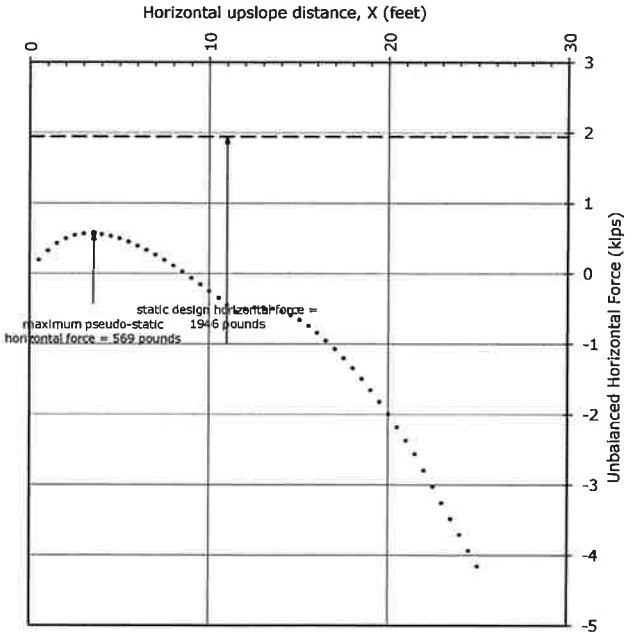
The cross section shows the surface geometry; surcharges; the range of dip for any defined anisotropic strength function; the critical trial wedge; the initial search grid; and the secondary search window. Each grid point defines the upslope coordinate of the slip plane and bottom coordinate of tension crack for a trial wedge. For each for upslope distance, X, the grid point for which the horizontal unbalanced pressure, Ph, is maximum is shown in black. The critical wedge has the maximum horizontal unbalanced pressure of all trial wedges.

Critical Wedge, Force Polygon



The polygon shows the pseudo-static (gravitational and dynamic) driving force, Wd; the mobilized cohesive force, C'L; the mobilized frictional force, R; and the unbalanced pressure, P, for the critical wedge.

Trial Wedge, Unbalanced Horizontal Force, Ph (kips)



The maximum calculated horizontal unbalanced pressure, Ph, is plotted for each upslope distance, X. The location of the maximum Ph for each X is indicated in the cross section, above. All points from initial search grid and maximum from secondary search window are plotted.

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TEMPORARY EXCAVATION HEIGHT

BG: **23793** ENGINEER: **RSB**
CLIENT: **Patel**
CALCULATION SHEET # **4**

CALCULATE THE HEIGHT TO WHICH TEMPORARY EXCAVATIONS ARE STABLE (NEGATIVE THRUST). THE EXCAVATION HEIGHT AND BACKSLOPE AND SURCHARGE CONDITIONS ARE LISTED BELOW. ASSUME THE EARTH MATERIAL IS SATURATED WITH NO EXCESS HYDROSTATIC PRESSURE.

CALCULATION PARAMETERS

EARTH MATERIAL:	Alluvium	WALL HEIGHT:	5 feet
SHEAR DIAGRAM:	1	BACKSLOPE ANGLE:	45 degrees
COHESION:	200 psf	SURCHARGE:	0 pounds
PHI ANGLE:	31 degrees	SURCHARGE TYPE:	p Point
DENSITY:	125 pcf	INITIAL FAILURE ANGLE:	20 degrees
SAFETY FACTOR:	1.25	FINAL FAILURE ANGLE:	70 degrees
WALL FRICTION:	0 degrees	INITIAL TENSION CRACK:	1 feet
CD (C/FS):	160.0 psf	FINAL TENSION CRACK:	20 feet
PHID = ATAN(TAN(PHI)/FS) =	25.7 degrees		

CALCULATED RESULTS

CRITICAL FAILURE ANGLE	54 degrees
AREA OF TRIAL FAILURE WEDGE	3.8 square feet
TOTAL EXTERNAL SURCHARGE	0.0 pounds
WEIGHT OF TRIAL FAILURE WEDGE	476.5 pounds
NUMBER OF TRIAL WEDGES ANALYZED	2040 trials
LENGTH OF FAILURE PLANE	1.7 feet
DEPTH OF TENSION CRACK	3.6 feet
HORIZONTAL DISTANCE TO UPSLOPE TENSION CRACK	1.0 feet
CALCULATED HORIZONTAL THRUST	**-21.9 pounds**
CALCULATED EQUIVALENT FLUID PRESSURE	**-2.7 pcf**
MAXIMUM HEIGHT OF TEMPORARY EXCAVATION	**4.0 feet**

CONCLUSIONS:

THE CALCULATION INDICATES THAT TEMPORARY VERTICAL EXCAVATIONS UP TO FOUR FEET HIGH IN EXISTING FILL AND ALLUVIUM, WITH A 1:1 BACKSLOPE, HAVE A NEGATIVE THRUST AND ARE TEMPORARILY STABLE.

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SHORING PILE CALCULATION

BG **23793** CLIENT: **Patel**
CONSULTANT: **RSB**
SHEET: **#5a**
Cantilevered Shoring Pile

CALCULATE THE DESIGN PRESSURE FOR PROPOSED CANTILEVERED SHORING PILE. USE THE GENERAL TRIAL WEDGE METHOD*. APPLY THE SAFETY FACTOR TO THE COHESION AND PHI ANGLE. THE RETAINED HEIGHT, BACKSLOPE GEOMETRY, AND SURCHARGE CONDITIONS, ARE LISTED BELOW. ASSUME THE BACKFILL IS SATURATED WITH NO EXCESS HYDROSTATIC PRESSURE.

* FIND THE WEDGE, CHARACTERIZED BY A SINGLE STRAIGHT SLIP PLANE AND A VERTICAL TENSION CRACK, THAT MAXIMIZES THE UNBALANCED PRESSURE. MAKE NO ASSUMPTION ABOUT TENSION CRACK DEPTH. ALLOW ANY BACKSLOPE GEOMETRY AND SURCHARGE CONDITION. VARY X- AND Y-COORDINATES OF BOTTOM OF TENSION CRACK. USE PRIMARY GRID AND SECONDARY SEARCH WINDOW TO FOCUS SEARCH. USE METHODOLOGY DESCRIBED IN NAVFAC DESIGN MANUAL 7.02, 1986, PP. 59-70, AND US ARMY TECHNICAL REPORT ITL-92-11 (1992), P. 79 AND APPENDIX A.

CALCULATION INPUT

Earth Material	Alluvium
Shear Diagram	#1
Cohesion, Coh	200.0 psf
Phi Angle, φ	31.0 degrees
Density, γ	125.0 pcf
Anisotropic Strength Function	NO
Restraining Device	SHORING PILE
Type	CANTILEVERED
Retained Height, H	11 feet
Wall Friction Angle, δ	0 degrees
External Surcharge	NO
General Backslope Condition*	level
Loading	STATIC
Calculation Safety Factor, FS	1.25

* Critical wedge 'sees' only portion of regional backslope

CALCULATION OUTPUT

Trial Wedges Analyzed, Initial Search Grid	1065 trials
Trial Wedges Analyzed, Secondary Search Window	441 trials
Critical Failure Angle, α	57.8 degrees
Area of Critical Wedge	32.8 square feet
Length of Critical Failure Plane, L	8.2 feet
Depth of Critical Tension Crack	4.1 feet
Horizontal Upslope Distance to Critical Tension Crack	4.4 feet
Effective Backslope on Critical Wedge, β_{eff}	0.0 degrees
Factored Phi Angle on Slip Plane, φ'	25.7 degrees
Factored Cohesion on Critical Slip Plane, C'	160.0 psf
Weight of Critical Wedge, W	4,105 pounds
External Surcharge on Critical Wedge, V	0 pounds
Static Gravitational Driving Force, W'	4,105 pounds
Mobilized Cohesive Force, C'L	1,305 pounds
Mobilized Frictional Force, R	3,543 pounds
Calculated Unbalanced Force, P	1,187 pounds
Calculated Horizontal Unbalanced Force, P_h	1,187 pounds
Calculated Equivalent Fluid Pressure	19.6 pcf

RECOMMENDED DESIGN PARAMETERS

Design Equivalent Fluid Pressure, EFP	30.0 pcf
Design Horizontal Force	1,815 pounds

BACKSLOPE GEOMETRY AND SURCHARGE CONDITIONS*

(dist , elev)	(X , Y)	H (ft)	β (deg)	surcharge
(0,0)	(0,0)	11		
(0,11)	(0,11)			
(12,11)	(12,11)			
(22,11)	(22,11)			
(23,11)	(23,11)			
(24,11)	(24,11)			
(25,11)	(25,11)			

* X is the upslope distance from the wall; Y is the vertical distance above the base of the wall; H is wall height; β is backslope. H, β, and surcharge apply to section between two coordinates. Only first 20 coordinates are shown.

CONCLUSIONS

THE CALCULATION INDICATES THAT THE PROPOSED CANTILEVERED SHORING PILE, WITH A RETAINED HEIGHT OF UP TO 11 FEET, MAY BE DESIGNED FOR AN EQUIVALENT FLUID PRESSURE (EFP) OF 30 POUNDS PER CUBIC FOOT. FOR PILES, THE PRESSURE SHOULD BE MULTIPLIED BY THE PILE SPACING.

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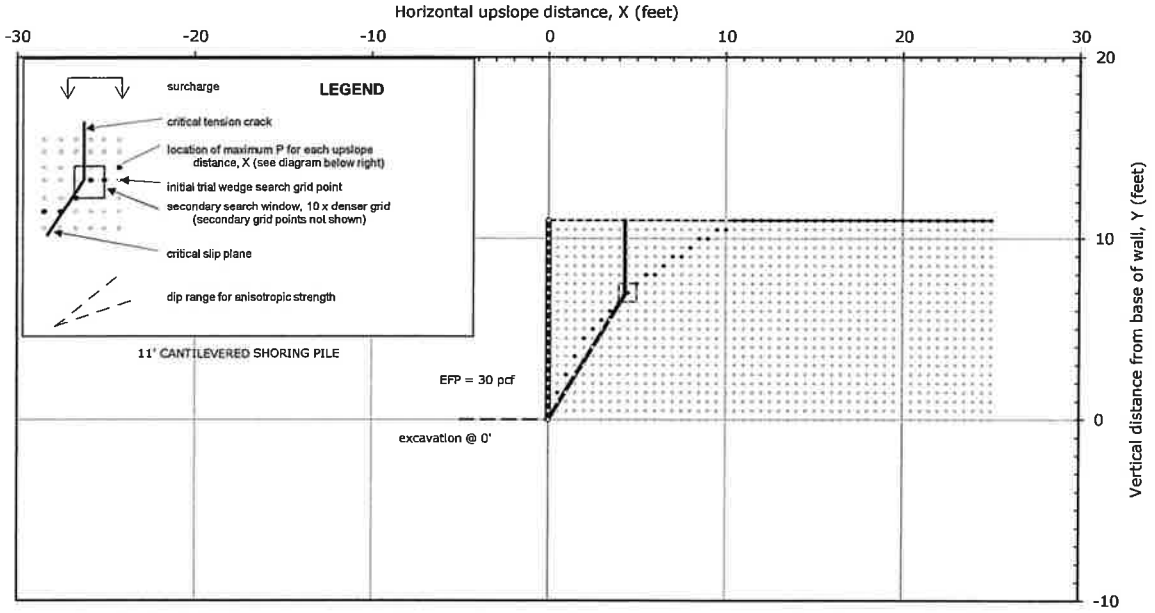
SHORING PILE CALCULATION

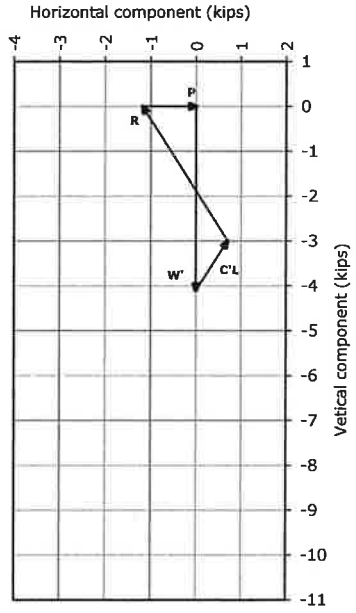
BG: **23793** CLIENT: **Patel**
CONSULTANT: **RSB**
SHEET: **#5b**
Cantilevered Shoring Pile

Cross Section and Critical Active Wedge



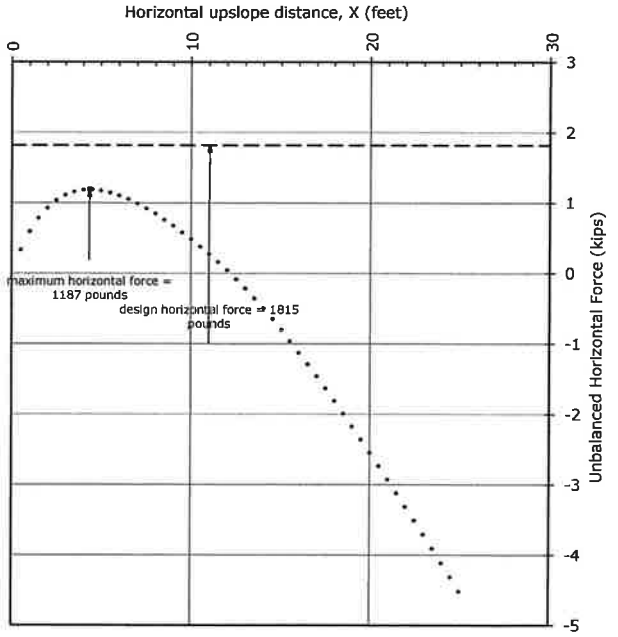
The cross section shows the surface geometry; surcharges; the range of dip for any defined anisotropic strength function; the critical trial wedge; the initial search grid; and the secondary search window. Each grid point defines the upslope coordinate of the slip plane and bottom coordinate of tension crack for a trial wedge. For each for upslope distance, X, the grid point for which the horizontal unbalanced pressure, Ph, is maximum is shown in black. The critical wedge has the maximum horizontal unbalanced pressure of all trial wedges.

Critical Wedge, Force Polygon



The polygon shows the static (gravitational) driving force, W'; the mobilized cohesive force, C'L; the mobilized frictional force, R; and the unbalanced pressure, P, for the critical wedge.

Trial Wedge, Unbalanced Horizontal Force, Ph (kips)



The maximum calculated horizontal unbalanced pressure, Ph, is plotted for each upslope distance, X. The location of the maximum Ph for each X is indicated in the cross section, above. All points from initial search grid and maximum from secondary search window are plotted.

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SHORING PILE CALCULATION

BG **23793** CLIENT: **Patel**
CONSULTANT: **RSB**
SHEET: **#6a**
Cantilevered Shoring Pile

CALCULATE THE DESIGN PRESSURE FOR PROPOSED CANTILEVERED SHORING PILE. USE THE GENERAL TRIAL WEDGE METHOD*. APPLY THE SAFETY FACTOR TO THE COHESION AND PHI ANGLE. THE RETAINED HEIGHT, BACKSLOPE GEOMETRY, AND SURCHARGE CONDITIONS, ARE LISTED BELOW. ASSUME THE BACKFILL IS SATURATED WITH NO EXCESS HYDROSTATIC PRESSURE.

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CALCULATION INPUT

Earth Material	Alluvium
Shear Diagram	#1
Cohesion, Coh	200.0 psf
Phi Angle, φ	31.0 degrees
Density, γ	125.0 pcf
Anisotropic Strength Function	NO
Restraining Device	SHORING PILE
Type	CANTILEVERED
Retained Height, H	11 feet
Wall Friction Angle, δ	0 degrees
External Surcharge	see below
General Backslope Condition*	level
Loading	STATIC
Calculation Safety Factor, FS	1.25

* Critical wedge 'sees' only portion of regional backslope

CALCULATION OUTPUT

Trial Wedges Analyzed, Initial Search Grid	1065 trials
Trial Wedges Analyzed, Secondary Search Window	441 trials
Critical Failure Angle, α	57.8 degrees
Area of Critical Wedge	32.8 square feet
Length of Critical Failure Plane, L	8.2 feet
Depth of Critical Tension Crack	4.1 feet
Horizontal Upslope Distance to Critical Tension Crack	4.4 feet
Effective Backslope on Critical Wedge, β_{eff}	0.0 degrees
Factored Phi Angle on Slip Plane, φ'	25.7 degrees
Factored Cohesion on Critical Slip Plane, C'	160.0 psf
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Mobilized Cohesive Force, C'L	1,305 pounds
Mobilized Frictional Force, R	3,543 pounds
Calculated Unbalanced Force, P	1,187 pounds
Calculated Horizontal Unbalanced Force, P_h	1,187 pounds
Calculated Equivalent Fluid Pressure	19.6 pcf

RECOMMENDED DESIGN PARAMETERS

Design Equivalent Fluid Pressure, EFP	30.0 pcf
Design Horizontal Force	1,815 pounds

BACKSLOPE GEOMETRY AND SURCHARGE CONDITIONS*

(dist , elev)	(X , Y)	H (ft)	β (deg)	surcharge
(0,0)	(0,0)	11		
(0,11)	(0,11)			
(12,11)	(12,11)			Unifrom Load: 1000 psf
(22,11)	(22,11)			
(23,11)	(23,11)			
(24,11)	(24,11)			
(25,11)	(25,11)			

* X is the upslope distance from the wall; Y is the vertical distance above the base of the wall; H is wall height; β is backslope. H, β, and surcharge apply to section between two coordinates. Only first 20 coordinates are shown.

CONCLUSIONS

THE CALCULATION INDICATES THAT THE PROPOSED CANTILEVERED SHORING PILE, WITH A RETAINED HEIGHT OF UP TO 11 FEET, MAY BE DESIGNED FOR AN EQUIVALENT FLUID PRESSURE (EFP) OF 30 POUNDS PER CUBIC FOOT. FOR PILES, THE PRESSURE SHOULD BE MULTIPLIED BY THE PILE SPACING.

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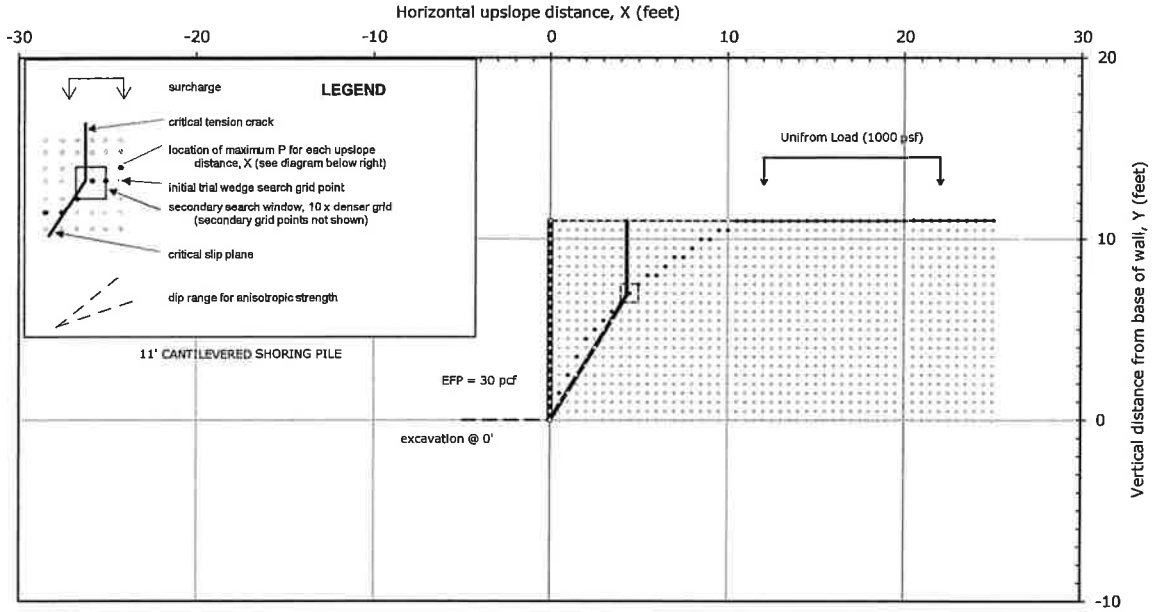
SHORING PILE CALCULATION

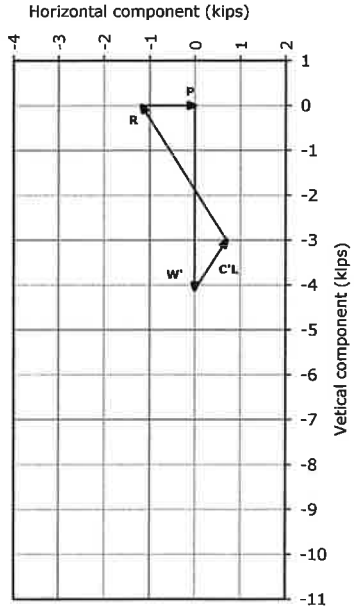
BG: **23793** CLIENT: **Patel**
CONSULTANT: **RSB**
SHEET: **#6b**
Cantilevered Shoring Pile

Cross Section and Critical Active Wedge



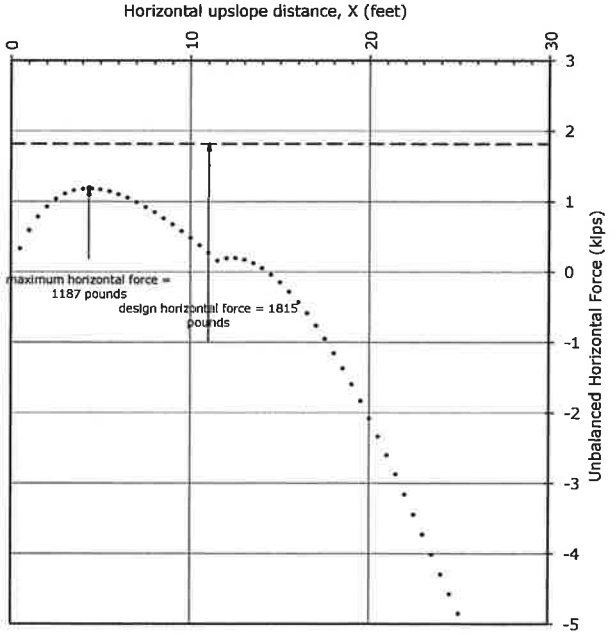
The cross section shows the surface geometry; surcharges; the range of dip for any defined anisotropic strength function; the critical trial wedge; the initial search grid; and the secondary search window. Each grid point defines the upslope coordinate of the slip plane and bottom coordinate of tension crack for a trial wedge. For each for upslope distance, X, the grid point for which the horizontal unbalanced pressure, Ph, is maximum is shown in black. The critical wedge has the maximum horizontal unbalanced pressure of all trial wedges.

Critical Wedge, Force Polygon



The polygon shows the static (gravitational) driving force, W'; the mobilized cohesive force, C'L; the mobilized frictional force, R; and the unbalanced pressure, P, for the critical wedge.

Trial Wedge, Unbalanced Horizontal Force, Ph (kips)



The maximum calculated horizontal unbalanced pressure, Ph, is plotted for each upslope distance, X. The location of the maximum Ph for each X is indicated in the cross section, above. All points from initial search grid and maximum from secondary search window are plotted.

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AERIAL VICINITY MAP

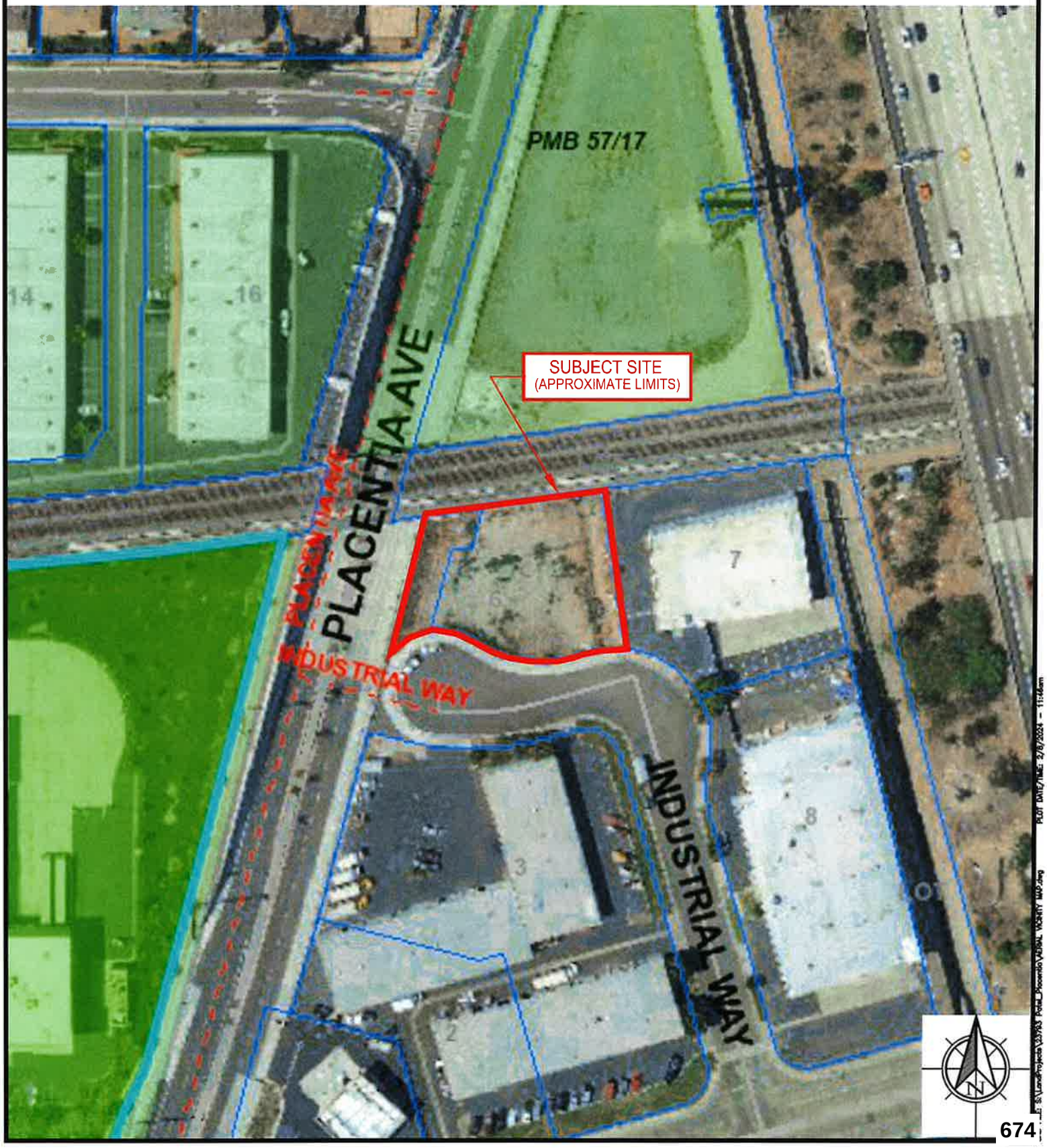
BG: 23793 PATEL

CONSULTANT : RSB

DRAWN BY : AS

SCALE: 1" = 100'

REFERENCE: CITY OF ANAHEIM, CALIFORNIA; GIS WEBSITE (https://gis.anaheim.net/PropertyInfo/)



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REGIONAL TOPOGRAPHIC MAP

BG: 23793 PATEL

CONSULTANT : RSB

DRAWN BY : AS

SCALE: 1" = 1000'

REFERENCE: USGS TOPOGRAPHIC MAP, ANAHEIM 7.5-MINUTE SERIES QUADRANGLE, ORANGE COUNTY, CALIFORNIA CREATED 2022.

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HISTORIC TOPOGRAPHIC MAP

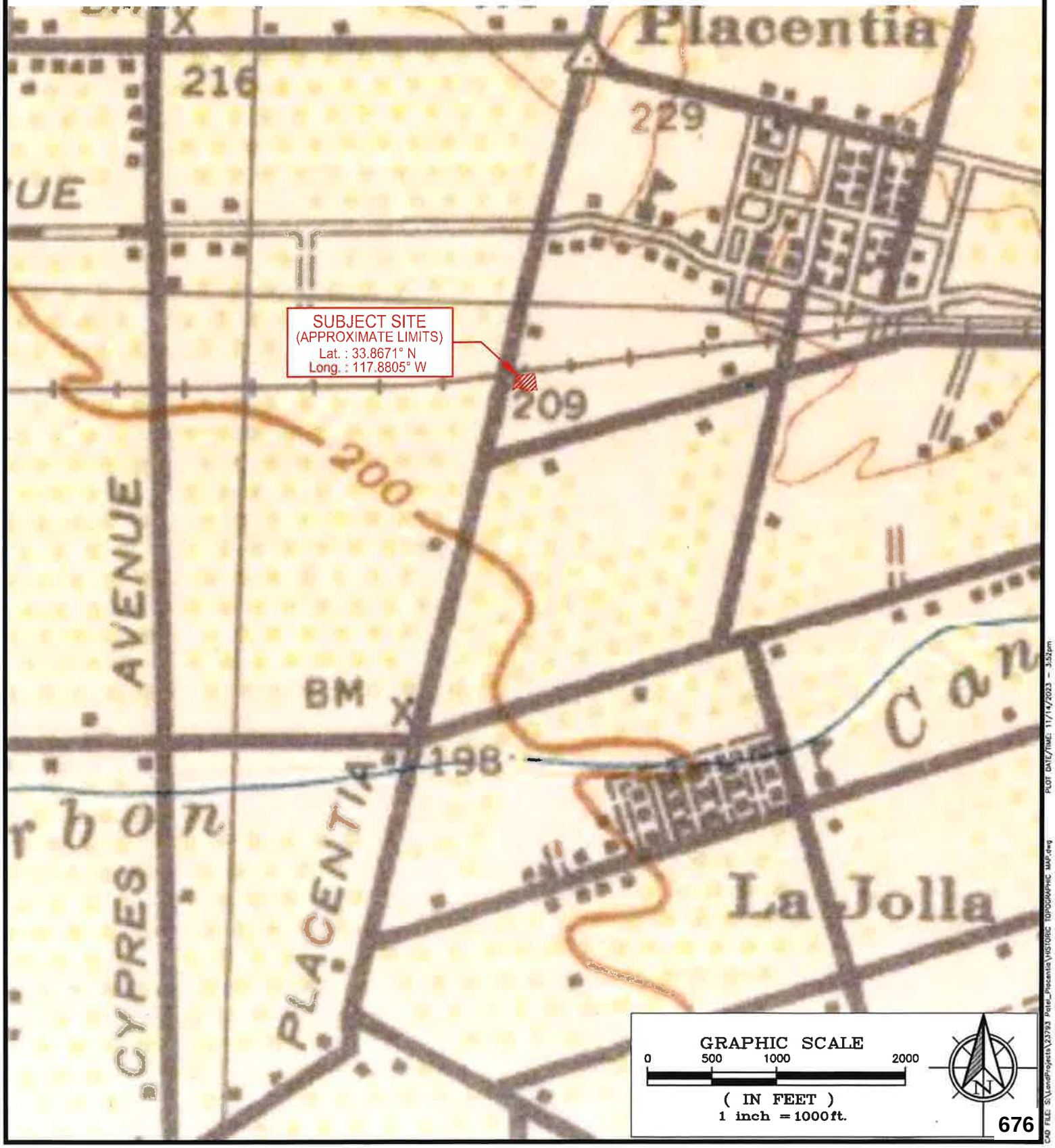
BG: 23793 PATEL

CONSULTANT : RSB

DRAWN BY : AS

SCALE: 1" = 1000'

REFERENCE: USGS TOPOGRAPHIC MAP, ANAHEIM QUADRANGLE GRID ZONE "G", ORANGE COUNTY, CALIFORNIA CREATED 1942.



CAD FILE: S:\Land\Projects\23793 Patel_Placentia\HISTORIC TOPOGRAPHIC MAP.dwg PLOT DATE/TIME: 11/14/2023 - 3:52pm

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REGIONAL GEOLOGIC MAP #1

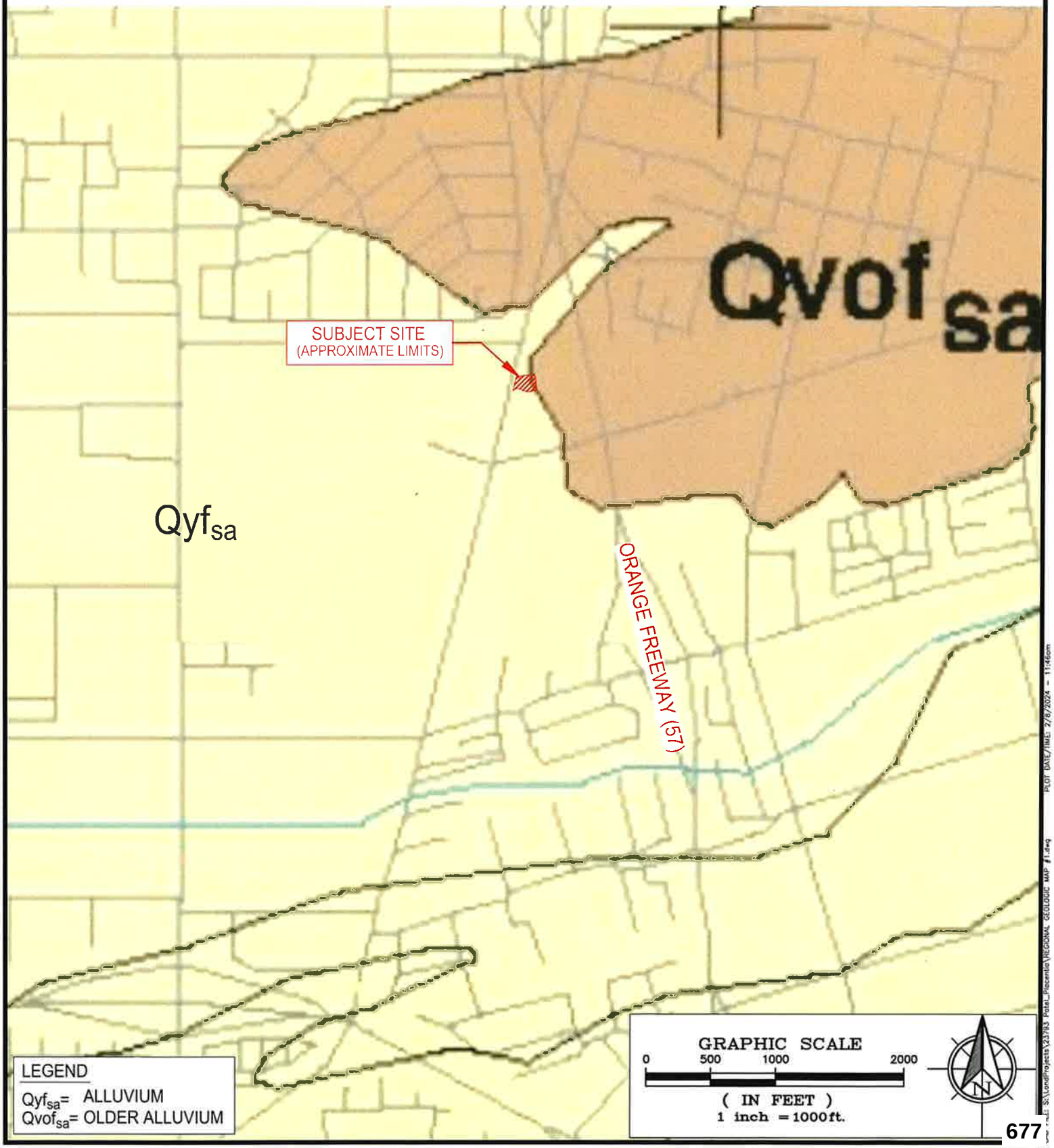
BG: 23793 PATEL

CONSULTANT : RSB

DRAWN BY : AS

SCALE: 1" = 1000'

REFERENCE: GEOLOGIC MAP OF THE SAN BERNARDINO AND SANTA ANA 30' X 60' QUADRANGLES, CALIFORNIA; MORTON, D.M. & MILLER, F.K. OPEN FILE REPORT OF 2006-1217, DATED 2006



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REGIONAL GEOLOGIC MAP #2

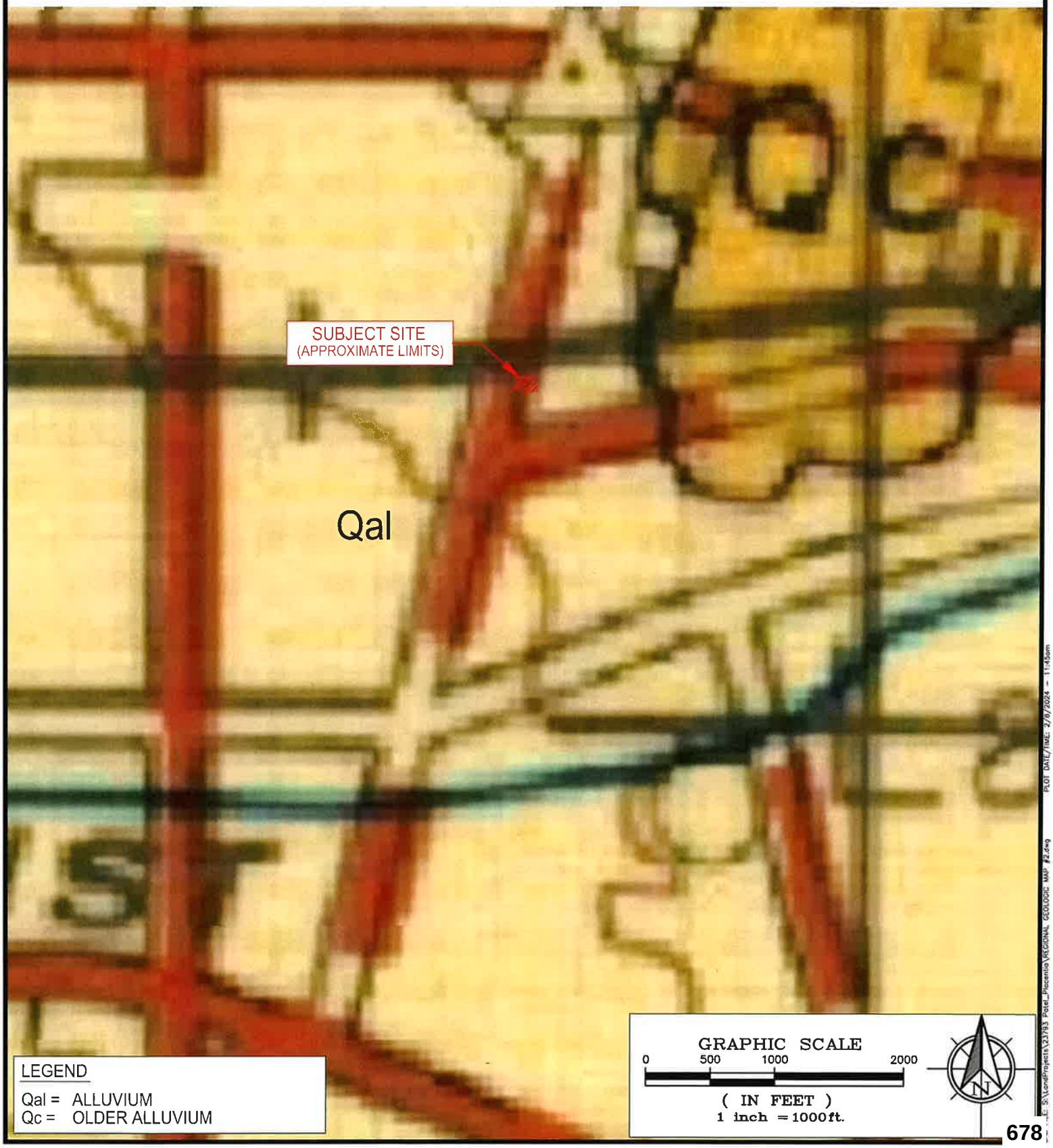
BG: 23793 PATEL

CONSULTANT : RSB

DRAWN BY : AS

SCALE: 1" = 1000'

REFERENCE: GEOLOGIC MAP OF CALIFORNIA : SANTA ANA SHEET; ROGERS, T.H.; GEOLOGIC ATLAS OF CALIFORNIA GAM-19, DATED 1965.



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REGIONAL FAULT MAP

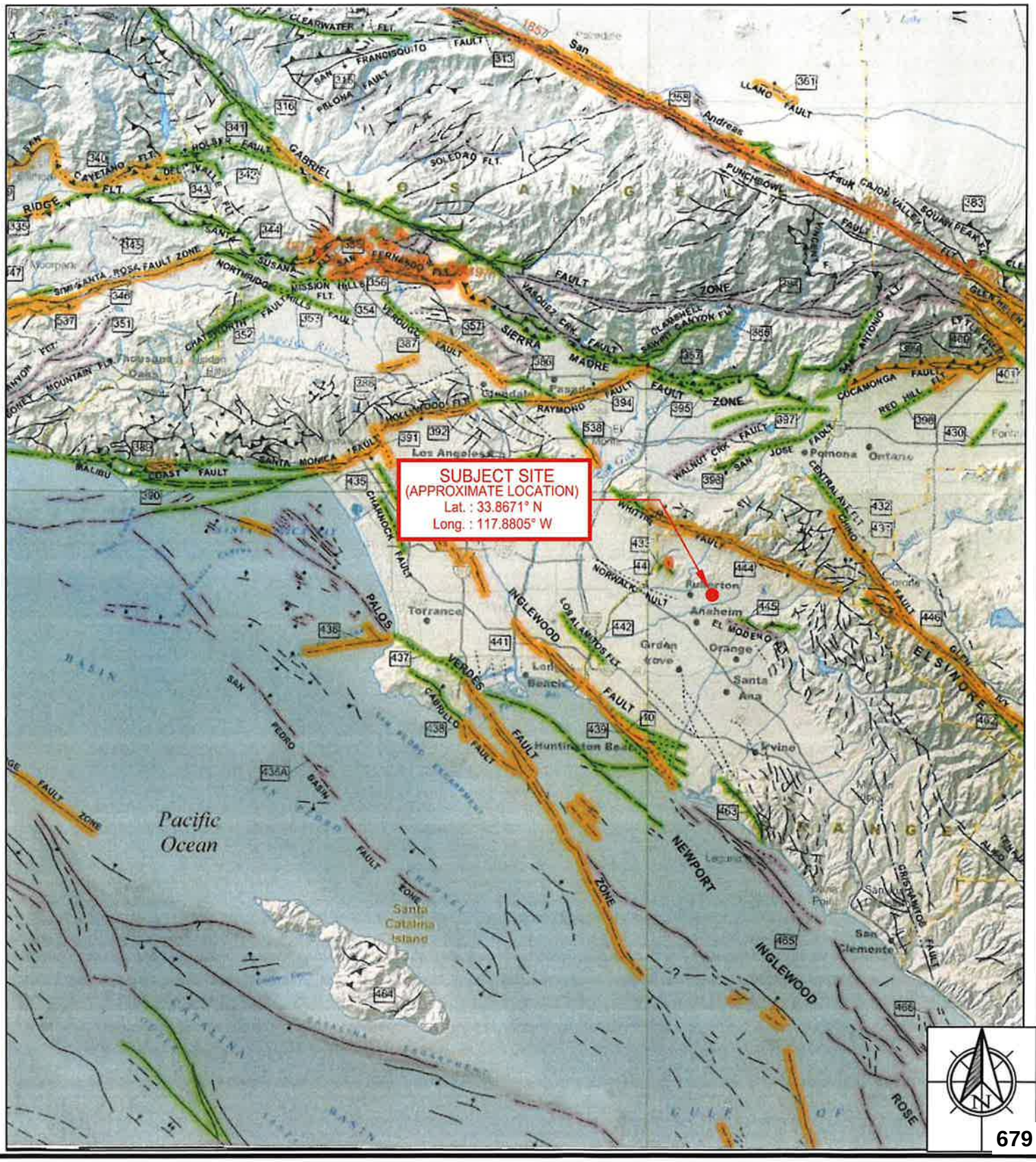
BG: 23793 PATEL

CONSULTANT : RSB

DRAWN BY : AS

SCALE: 1" = 12 MILES

REFERENCE: JENNINGS, C.W., AND BRYANT, W.A.,2010, FAULT ACTIVITY MAP OF CALIFORNIA GEOLOGICAL SURVEY, 150th ANNIVERSARY, MAP No 6.



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SEISMIC HAZARD ZONES MAP

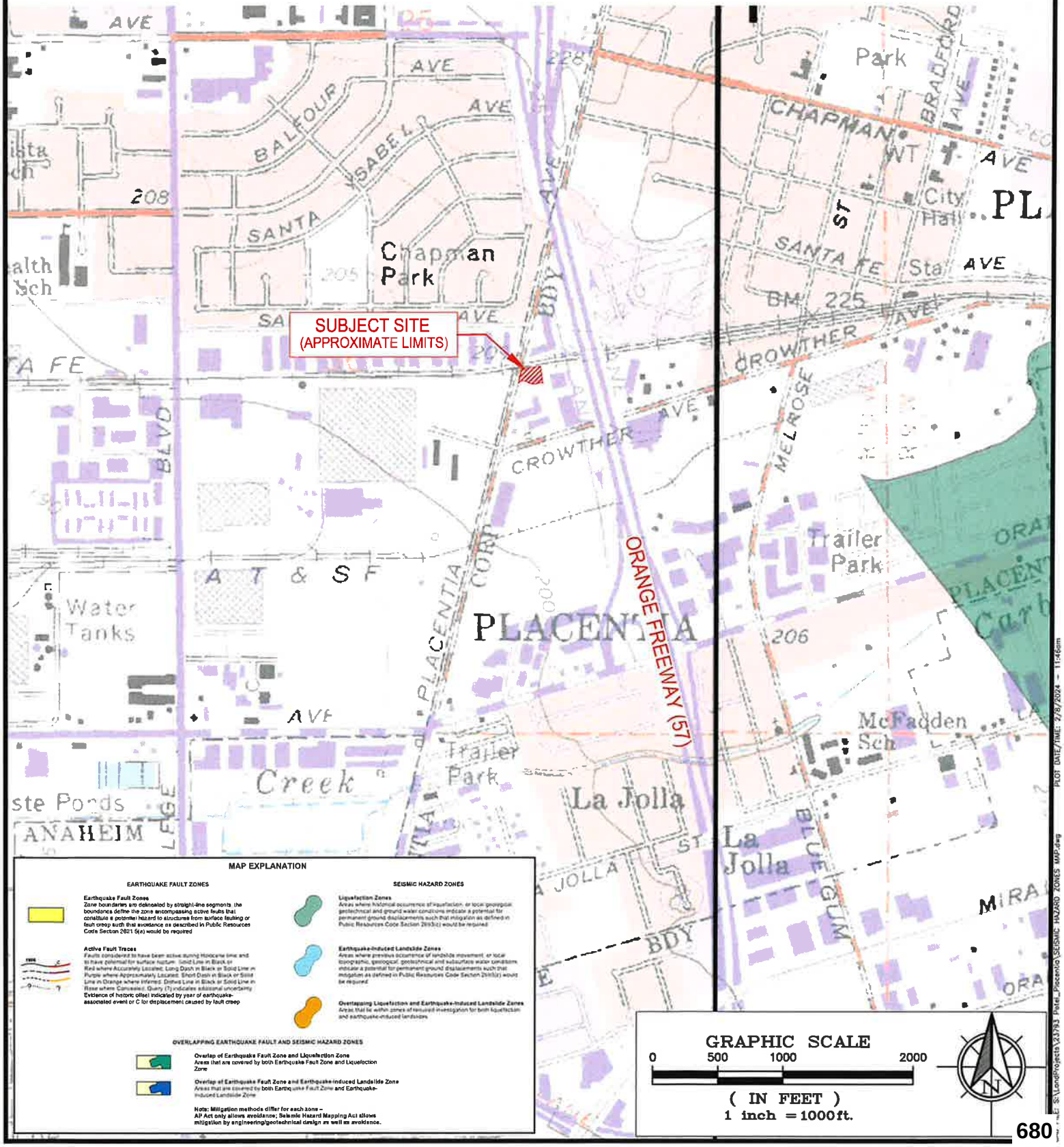
BG: 23793 PATEL

CONSULTANT : RSB

DRAWN BY : AS

SCALE: 1" = 1000'

REFERENCES: – EARTHQUAKE ZONES OF REQUIRED INVESTIGATION ANAHEIM QUADRANGLE; SEISMIC HAZARD ZONES, DATED APRIL 15, 1998.
– EARTHQUAKE ZONES OF REQUIRED INVESTIGATION ORANGE QUADRANGLE; SEISMIC HAZARD ZONES, DATED APRIL 15, 1998.



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HISTORIC-HIGH GROUNDWATER MAP

BG: 23793 PATEL

CONSULTANT : RSB

DRAWN BY : AS

SCALE: 1" = 4000'

REFERENCES: – CGS, 1997, Seismic Hazard Zone Report for the Anaheim & Newport Beach7.5–Minute Quadrangle, Orange County, California, Seismic Hazard Zone Report 03,
– CGS, 1997, Seismic Hazard Zone Report for the Orange 7.5–Minute Quadrangle, Orange County, California, Seismic Hazard Zone Report 026.

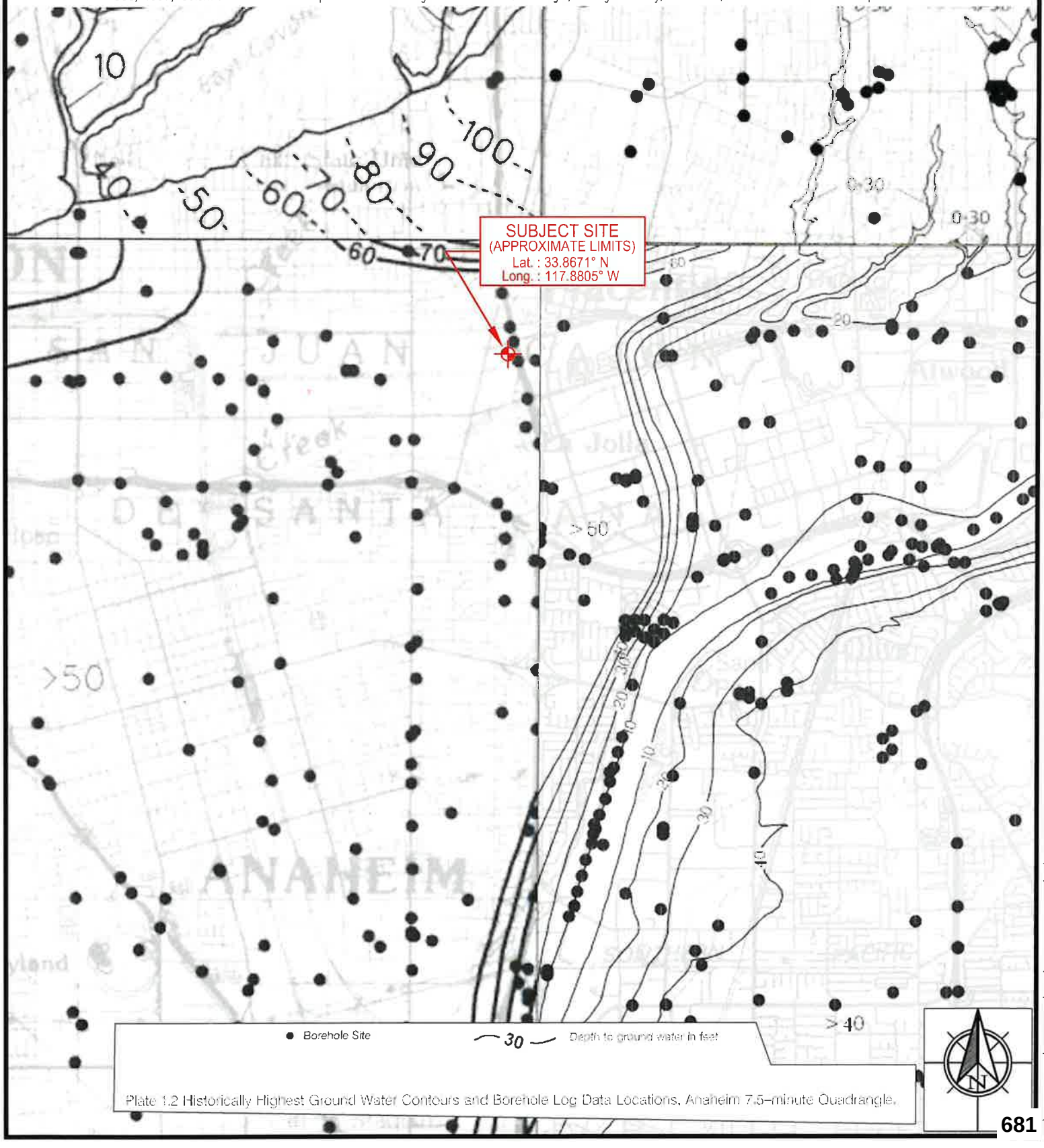

Plate 1.2 Historically Highest Ground Water Contours and Borehole Log Data Locations, Anaheim 7.5–minute Quadrangle.

LEGEND

B1
TD=40.4'
Afu 0 to 2.5'
Qyf_{sa} 2.5' to 20'
$Qvof_{sa}$ 20' to TD
No GW

LOCATION AND NUMBER OF HOLLOW-STEM AUGER BORING
TOTAL DEPTH (FEET)
DEPTH OF FILL (FEET)
DEPTH OF ALLUVIUM (FEET)
DEPTH OF OLDER ALLUVIUM (FEET)
NO GROUNDWATER ENCOUNTERED

APPROXIMATE GEOLOGIC CONTACT

A A
LINE OF CROSS SECTION

BURLINGTON NORTHERN SANTA FE RAILROAD

S. Placentia Avenue

PROPOSED FIVE-STORY HOTEL
OVER ONE SUBTERRANEAN PARKING LEVEL

PROPOSED RETAINING WALL
(SUBTERRANEAN PARKING LEVEL)

EXISTING RETAINING WALL

DEEP FILL OVER OLDER ALLUVIUM

MINOR FILL OVER ALLUVIUM/OLDER ALLUVIUM

B1
TD=40.4'
Afu 0 to 2.5'
Qyf_{sa} 2.5' to 20'
$Qvof_{sa}$ 20' to TD
No GW

B2
TD=26.5'
Afu 0 to 20'
$Qvof_{sa}$ 20' to TD
No GW

B3
TD=21.5'
Afu 0 to 20'
$Qvof_{sa}$ 20' to TD
No GW

B4
TD=11.5'
Afu 0 to 2.5'
Qyf_{sa} 2.5' to TD
No GW

B5
TD=11.5'
Afu 0 to 2.5'
Qyf_{sa} 2.5' to TD
No GW

Item #2
Item #4
Item #5, #6, #7

N 81° 01' 30" E
95.17'
125.75'
(E) 24"ø GAS LINE
N 14° 25' 32" E
N 81° 01' 36" E
64.00'
Δ = 45° 02' 58"
R = 46.00'
L = 36.17'
Δ = 46° 54' 08"
R = 92.00'
L = 75.31'
Δ = 21° 01' 33"
R = 75.00'
L = 27.50'
N 08° 58' 34" W
(E) 24"ø GAS LINE
N 73° 32' 00" E
21.37'
23.21'
77.59'
N 75° 56' 0" W
67.00'
Δ = 30° 32' 0"
R = 200.00'
L = 106.58'
N 73° 32' 00" E
N 16°

20' - 0" EASEMENT FOR PUBLIC UTILITIES & BNSF RAILWAY MAINTENANCE

(E) DRIVEWAY

EXISTING COMMERCIAL/INDUSTRIAL BUILDING

FIRE TRUCK TURNAROUND

Industrial Way

GRAPHIC SCALE
20 15 10 5 0 10 20 40
(IN FEET)
1 inch = 20 ft.

REFERENCE: ARCHITECTURAL SURVEY PREPARED BY M&M&Co, DATED 07/20/2023 AND PROPOSED PLANS BY MAKE ARCHITECTURE, DATED 12/15/2023.

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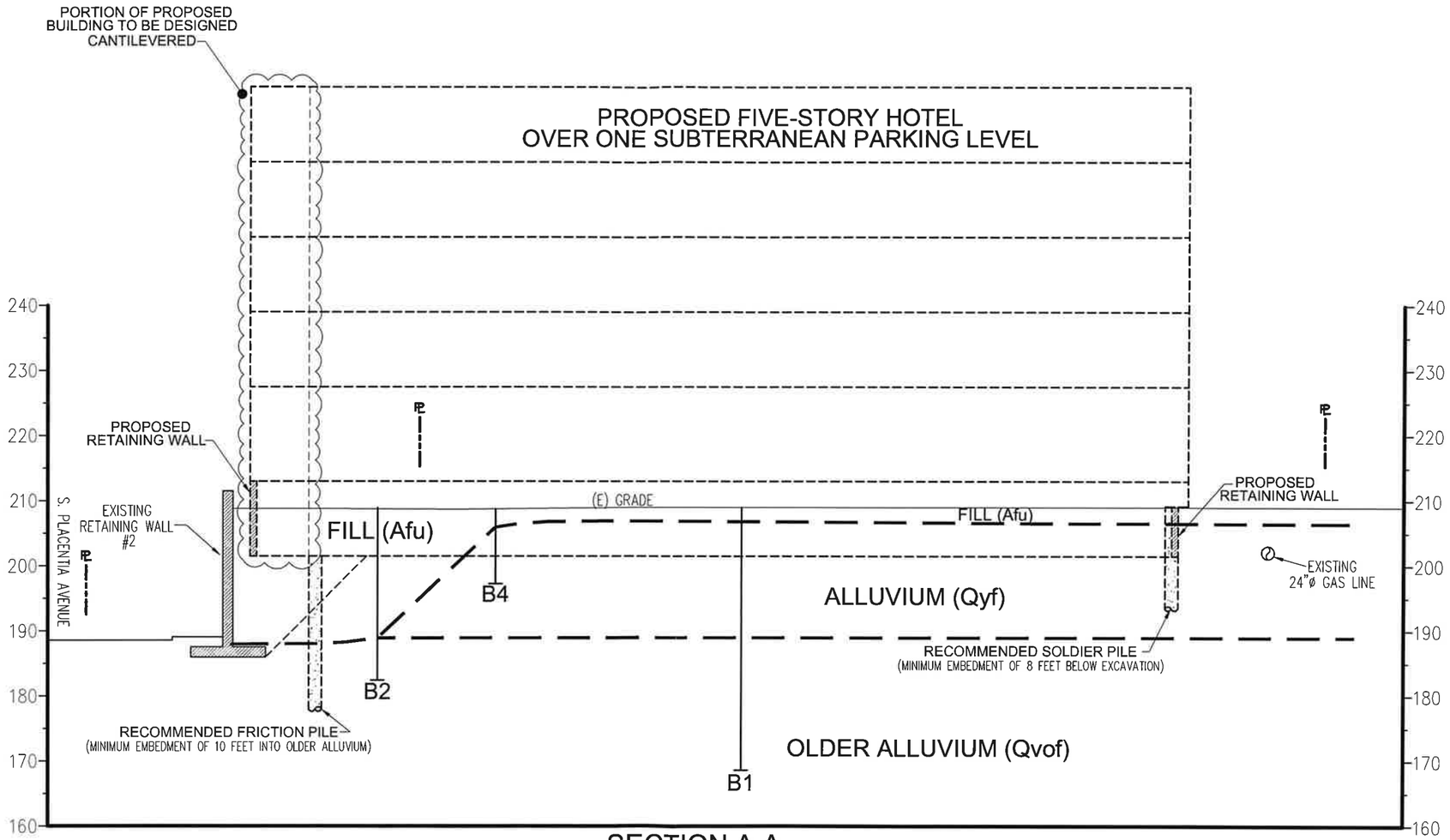
SITE PLAN

BG: 23793 PATEL

CONSULTANT : RSB
DRAWN BY : AS
SCALE: 1" = 20'

682

PLOT DATE/TIME: 2/8/2024 - 11:20am
Cad File: S:\Land Projects\23793 Patel Placentia\SITE PLAN 02052024.dwg



SECTION A-A

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SECTION A

BG: 23793 PATEL

CONSULTANT : RSB

DRAWN BY : AS

SCALE: 1" = 20'

683

PLOT DATE/TIME: 9/9/2024 - 11:20am
CAD FILE: S:\Land Projects\23793 Patel Placentia\SITE PLAN 09059024.dwg

450 SOUTH PLACENTIA AVENUE
HILTON TRU HOTEL PROJECT
FOCUSED TRAFFIC & PARKING STUDY

City of Placentia, CA

Prepared for

MR. YOGI PATEL

17708 ALBURTIS AVENUE

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Prepared by

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Alex Tabrizi, PE, TE

October 31, 2025

Project & Doc No. 0065-2025-01

TABLE OF CONTENTS

Section **Page**

1.0 INTRODUCTION & PROJECT DESCRIPTION 1
1.1 Purpose of Report & Study Objectives 1
1.2 Site Location & Project Description 1

2.0 ANALYSIS METHODOLOGIES, PERFORMANCE CRITERIA & THRESHOLDS 3
2.1 Intersection Peak Hour Level of Service Analysis Methodology 3
2.1.1 City of Placentia Unsignalized Study Intersection Methodology: HCM 4
2.1.2 City of Placentia Level of Service Performance Criteria 5

3.0 EXISTING TRAFFIC VOLUMES & CIRCULATION SYSTEM 6
3.1 Existing Traffic Controls & Intersection Geometrics 6
3.2 Existing Traffic Volumes 6

4.0 PROJECT TRIP GENERATION & TRAFFIC VOLUMES 7
4.1 Project Trip Generation 7
4.2 Project Trip Distribution 8
4.3 Project Traffic Volumes 8
4.4 Background Traffic 8
4.4.1 Approved & Pending Projects Traffic 9
4.5 Existing Plus Project Conditions Traffic Volumes 9
4.6 Opening Year Without Project Conditions Traffic Volumes 9
4.7 Opening Year With Project Conditions Traffic Volumes 9

5.0 STUDY INTERSECTION LEVEL OF SERVICE ANALYSIS 10

6.0 INDUSTRIAL WAY VEHICLE MANEUVERS 11

7.0 PROJECT PARKING VARIANCE EVALUATION 12

8.0 OFFSITE PARKING 15

9.0 VALET OPERATIONS 17

10.0 FINDINGS & CONCLUSIONS 21
10.1 Project Trip Generation Summary 21
10.2 LOS Analysis Summary 21
10.3 Industrial Way Vehicle Maneuvers Summary 21
10.4 Project Parking Variance Evaluation 22
10.5 Offsite Parking 23
10.6 Valet Operations 25

APPENDIX A: Approved Scope of Work

APPENDIX B: EXISTING TRAFFIC COUNT DATA

APPENDIX C: HCM ANALYSIS SHEETS

EXISTING CONDITIONS

EXISTING PLUS PROJECT CONDITIONS

OPENING YEAR WITHOUT PROJECT CONDITIONS

OPENING YEAR WITH PROJECT CONDITIONS

LIST OF TABLES

Table **Page**

Table 1 HCM Level of Service 4
Table 2 Project ITE Trip Generation Rates 7
Table 3 Project Trip Generation Summary 8
Table 4 Industrial Way / West Crowther Avenue Study Intersection Peak Hour LOS Analysis Summary 10
Table 5 Project Required Parking Per the City of Placentia Municipal Code 12
Table 6 Project Required Parking Per ITE Parking Generation Manual 13

LIST OF EXHIBITS

Exhibit

Exhibit A	Project Location	.....
Exhibit B	Proposed Site Plan	.....
Exhibit C	Study Intersection Location	.....
Exhibit D	Study Intersection Geometry	.....
Exhibit E	Existing Conditions Traffic Volumes	.....
Exhibit F	Project Trip Distribution	.....
Exhibit G	Project Traffic Volumes	.....
Exhibit H	Existing Plus Project Conditions Traffic Volumes	.....
Exhibit I	Opening Year Without Project Conditions Traffic Volumes	.....
Exhibit J	Opening Year With Project Conditions Traffic Volumes	.....
Exhibit K	Industrial Way Vehicle Maneuver Evaluation	.....

1.0 INTRODUCTION & PROJECT DESCRIPTION

1.1 Purpose of Report & Study Objectives

This study provides a focused analysis for the traffic and parking conditions associated with the proposed 450 South Placentia Avenue Hilton Tru Hotel project in the City of Placentia.

The study and analysis evaluate the following elements for the proposed project in accordance with the scope of work previously prepared by MAT Engineering, Inc. and reviewed and approved by City staff (copy contained in ***Appendix A***):

a. Traffic impacts and level of service (LOS) evaluation of project trips at the intersection of Industrial Way / West Crowther Avenue.

b. Evaluation of vehicular circulation after converting Industrial Way from a cul-de-sac to a dead-end street (i.e. the ability for vehicles, including delivery trucks, to turn around within the street's boundaries).

c. Analysis of requested variance on minimum parking requirements.

d. Recommendations for any off-site parking restrictions.

e. Discussion on hotel's handling of check-in parking and queueing.

1.2 Site Location & Project Description

The currently vacant project site is located at 450 South Placentia Avenue in the City of Placentia.

The proposed project consists of construction and operation of a hotel with 86 total room count. As part of the proposed project, the existing cul de sac at the terminus of Industrial Way will be redesigned and reconstructed.

Parking for the proposed project is planned to be provided via a total of 82 on-site parking spaces that will all be accessed by valet operations (no self-parking will be permitted). Valet staff will take in guests vehicles and luggage and park the vehicles in the proposed on-site surface parking area and subterranean parking structure for the project.

The project is planned to open in 2027. Access for the project is planned via one unsignalized driveway on Industrial Way.

Exhibit A shows the project location. **Exhibit B** shows the proposed site plan.

1.3 Study Area & Analysis Scenarios

The study area has been identified based on discussions with City during the scoping process and consists of the intersection of Industrial Way / West Crowther Avenue. **Exhibit C** shows the study intersection location.

Consistent with the approved scope of work, the level of service analysis evaluates the following scenarios for weekday peak hour (7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM) conditions:

- Existing Conditions;
- Forecast Existing Plus Project Conditions;
- Forecast Opening Year (2027) Without Project Conditions; and
- Forecast Opening Year (2027) With Project Conditions.

2.0 ANALYSIS METHODOLOGIES, PERFORMANCE CRITERIA & THRESHOLDS

This section of the report presents the methodologies used to perform the traffic analyses summarized in this report in accordance with the City of Placentia requirements.

This section also discusses the agency-established applicable performance criteria and thresholds of level of service operation for the study facilities.

2.1 Intersection Peak Hour Level of Service Analysis Methodology

Level of Service (LOS) is commonly used as a qualitative description of intersection operation and is based on the capacity of the intersection and the volume of traffic using the intersection.

The definitions of level of service for uninterrupted flow (flow unrestrained by the existence of traffic control devices) are:

- LOS A represents free flow. Individual users are virtually unaffected by the presence of others in the traffic stream.

- LOS B is in the range of stable flow, but the presence of other users in the traffic stream begins to be noticeable. Freedom to select desired speeds is relatively unaffected, but there is a slight decline in the freedom to maneuver.

- LOS C is in the range of stable flow but marks the beginning of the range of flow in which the operation of individual users becomes significantly affected by interactions with others in the traffic stream.

- LOS D represents high-density but stable flow. Speed and freedom to maneuver are severely restricted, and the driver experiences a generally poor level of comfort and convenience.

- LOS E represents operating conditions at or near the capacity level. All speeds are reduced to a low, but relatively uniform value. Small increases in flow will cause breakdowns in traffic movement.

- LOS F is used to define forced or breakdown flow. This condition exists wherever the amount of traffic approaching a point exceeds the amount which can traverse the point. Queues form behind such locations.

2.1.1 City of Placentia Unsignalized Study Intersection Methodology: HCM

In accordance with the City of Placentia requirements, the methodology used to assess the operation of the unsignalized study area intersections is the Highway Capacity Manual (HCM) methodology.

The Highway Capacity Manual (HCM) defines level of service (LOS) as a qualitative measure which describes operational conditions within a traffic stream, generally in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety. The criteria used to evaluate LOS conditions vary based on the type of roadway and whether the traffic flow is considered interrupted or uninterrupted.

For signalized intersections, average control delay per vehicle is used to determine the LOS. For all-way stop controlled intersections, the LOS is also determined based on the average control delay per vehicle. For intersections with stop control on the minor street only, the calculation of LOS is dependent on the occurrence of gaps in the traffic flow of the main street, and the LOS is determined based on the worst individual movement or movements sharing a single lane of the stop-controlled movement.

The Highway Capacity Manual 6th Edition (HCM 6) methodology describes the operation of an intersection using a range of LOS from LOS A (free-flow conditions) to LOS F (severely congested conditions), based on the corresponding ranges of stopped delay experienced per vehicle for signalized and unsignalized intersections.

Table 1 shows the LOS criteria based on the HCM methodology.

Table 1
HCM Level of Service

Level of Service	Signalized (delay in seconds)	Unsignalized (delay in seconds)
A	0.00 - 10.00	0.00 - 10.00
B	10.10 - 20.00	10.01 - 15.00
C	20.10 - 35.00	15.01 - 25.00
D	35.10 - 55.00	25.01 - 35.00
E	55.10 - 80.00	35.01 - 50.00
F	>80.00	>50.00

2.1.2 City of Placentia Level of Service Performance Criteria

The acceptable LOS for the City of Placentia is LOS D or better. If the project causes the peak hour level of service operation of a study intersection to deteriorate to LOS E or F, improvements will be identified to achieve acceptable LOS (LOS D or better).

3.0 EXISTING TRAFFIC VOLUMES & CIRCULATION SYSTEM

This section provides a discussion of existing study area conditions and traffic volumes.

3.1 Existing Traffic Controls & Intersection Geometrics

Exhibit D identifies the existing roadway conditions for the study intersection. The number of through traffic lanes and the intersection controls are identified.

3.2 Existing Traffic Volumes

Existing Conditions intersection level of service calculations are based upon manual AM and PM peak hour turning movement counts taken in August 2025 during typical conditions. The AM peak hour traffic volumes were determined by counting the two-hour period between 7:00 AM and 9:00 AM. Similarly, the PM peak hour traffic volumes were identified by counting the two-hour period between 4:00 PM and 6:00 PM.

Exhibit E shows the existing traffic volumes at the study intersection.

The traffic count worksheets are included in ***Appendix B***.

4.0 PROJECT TRIP GENERATION & TRAFFIC VOLUMES

This section provides a discussion on methodologies utilized to derive future traffic volumes for the study area.

4.1 Project Trip Generation

As previously noted, the proposed project consists of construction and operation of a hotel with 86 total room count.

Trip generation represents the amount of traffic that is attracted and produced by a development. The trip generation for the project is based upon the specific land uses that have been planned for this development.

Trip generation rates for the proposed development are shown in **Table 2** and are based on the *Institute of Transportation Engineers (ITE) Trip Generation, 11th Edition, 2021*. This publication provides a comprehensive evaluation of trip generation rates for a variety of land uses.

Table 2
Project ITE Trip Generation Rates

Land Use	ITE Code	Units	Peak Hour						Daily
			AM Peak Hour			PM Peak Hour			
			In	Out	Total	In	Out	Total	
Hotel	310	Rooms	0.26	0.20	0.46	0.30	0.29	0.59	7.99

Notes:

Source: 2021 ITE 11th Edition Trip Generation Manual;

Utilizing the ITE trip generation rates shown in **Table 2**, **Table 3** summarizes the daily and peak hour trip generation for the proposed project.

Table 3
Project Trip Generation Summary

Land Use	ITE Code	Units	Quantity	Peak Hour						Daily
				AM Peak Hour			PM Peak Hour			
				In	Out	Total	In	Out	Total	
Hotel	310	Rooms	86	22	18	40	26	25	51	687

Notes:

Source: 2021 ITE 11th Edition Trip Generation Manual.

As shown in **Table 3**, based on ITE trip generation rates, the proposed project is forecast to generate approximately 687 daily trips which include approximately 40 AM peak hour trips and approximately 51 PM peak hour trips.

4.2 Project Trip Distribution

Trip distribution represents the directional orientation of traffic to and from the project site.

Trip distribution is heavily influenced by the geographical location of the site, the location of residential, employment and recreational opportunities, and the proximity to the regional freeway system. The directional orientation of traffic was determined by evaluating existing and proposed land uses, and highways within the community and existing traffic volumes.

Exhibit F shows the trip distribution for the proposed project.

4.3 Project Traffic Volumes

The assignment of traffic from the project site to the adjoining roadway system has been based upon the project's trip generation, trip distribution, and proposed arterial highway and local street systems that this traffic study assumes would be in place by the time of initial occupancy of the site.

Exhibit G shows the project traffic volumes.

4.4 Background Traffic

Project opening year (2027) background traffic volumes are derived by applying an annual growth rate of one (1) percent per year to the existing (2025) traffic volumes previously shown in **Exhibit E**.

4.4.1 Approved & Pending Projects Traffic

Information on approved and pending projects in the vicinity of the study area has been provided by City of Placentia staff for inclusion in this analysis. Based on information provided by the City, there are no significant future developments in the area that would affect the traffic volumes within the project study area and intersection of Industrial Way / West Crowther Avenue.

4.5 Existing Plus Project Conditions Traffic Volumes

Existing Plus Project Conditions traffic volumes consist of the summation of the Existing (2025) traffic volumes shown in **Exhibit E** and the project traffic volumes shown in **Exhibit G**.

Existing Plus Project Conditions traffic volumes are shown in **Exhibit H**.

4.6 Opening Year Without Project Conditions Traffic Volumes

Opening Year Without Project Conditions traffic volumes consists of Existing (2025) traffic volume shown in **Exhibit E** after application of an annual growth rate of one (1) percent per year over a two-year period.

Opening Year Without Project Conditions traffic volumes are shown in **Exhibit I**.

4.7 Opening Year With Project Conditions Traffic Volumes

Opening Year With Project Conditions traffic volumes are derived by adding the project-generated trips shown in **Exhibit G** to the Opening Year Without Project Conditions traffic volumes shown in **Exhibit I**.

Opening Year With Project Conditions traffic volumes are shown in **Exhibit J**.

5.0 STUDY INTERSECTION LEVEL OF SERVICE ANALYSIS

This section provides a discussion on the study intersection peak hour level of service analysis and findings based on the City of Placentia performance criteria and thresholds for requiring level of service improvements.

Table 4 shows a summary of the Level of Service (LOS) calculations for the study intersection.

Table 4
Industrial Way / West Crowther Avenue
Study Intersection Peak Hour LOS Analysis Summary

Analysis Scenario	Traffic Control Type	Analysis Methodology	LOS Standard	Without Project Conditions				With Project Conditions				Requires Improvement by Project?	
				AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		AM	PM
				Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS		
Existing Conditions	CSS	HCM	D or better	9.7	A	11.1	B	10.0	B	11.8	B	No	No
Opening Year Conditions	CSS	HCM	D or better	9.9	A	11.4	B	10.1	B	12.0	B	No	No

Notes:

Intersection Methodology: Highway Capacity Manal (HCM) methodology utilizing Synchro 11 analysis software. Delay is shown in seconds.

CSS = Cross Street Stop

As shown in **Table 4**, based on the City of Placentia performance criteria and HCM analysis methodology, the study area intersection currently operates at an acceptable level of service (LOS D or better) and is forecast to continue to operate at an acceptable level of service (LOS D or better) during the peak hours for all of the evaluated analysis scenarios.

Hence, based on the City of Placentia thresholds, no additional improvements are required by the proposed project at the study intersection.

Detailed HCM LOS analysis sheets are contained in ***Appendix C***.

6.0 INDUSTRIAL WAY VEHICLE MANEUVERS

As previously noted, the proposed project also includes converting Industrial Way from a cul-de-sac to a dead-end street.

As requested by the City, an evaluation has been prepared to ensure this geometric configuration will accommodate turning of vehicles. For the purpose of this analysis, a trash truck has been assumed as the vehicle for evaluation.

Exhibit K shows the results of the turning maneuver evaluation for a trash turning around within the proposed dead end terminus of Industrial Way.

As shown in **Exhibit K**, a trash truck can tightly perform a three-point turn within the proposed dead-end area.

This maneuver is potentially not even required for the trash trucks as the truck can enter the project site (and also the site across the street from the project), pick up the trash and turn around within the site and enter the street again, instead of having to do a complete turn at the end of the street. Republic Trash Services, that serves the area, is currently reviewing the design at the time of preparation of this study.

The Fire Department has reviewed the design and has found it acceptable. If the design can serve the needs of the Fire Department, it is most likely adequate for the trash services.

7.0 PROJECT PARKING VARIANCE EVALUATION

Parking for the proposed project is planned to be provided via a total of 82 on-site parking spaces that will all be accessed by valet operations (no self-parking will be permitted). Valet staff will take in guests vehicles and luggage and park the vehicles in the proposed on-site surface parking area and subterranean parking structure for the project. The use of valet services might allow for more than 82 vehicles to be parked onsite. However, the valet operations plan would need to satisfy the requirements of the Fire Department for drive aisle widths, etc.

The following is the City of Placentia requirements for onsite parking for hotel uses per the City of Placentia Municipal Code Section 23.78.030:

- Hotel: One (1) space per sleeping room, plus one (1) space per each three seats in places of assembly.

Table 5 shows the project required onsite parking per the City of Placentia Municipal Code.

Table 5
Project Required Parking Per the City of Placentia Municipal Code

Land Use	Unit Count	Parking Requirement Standard	Parking Required (Spaces)
Hotel	86 Rooms	One (1) space per sleeping room, plus one (1) space per each three seats in places of assembly	**86**
		Parking Spaces Provided	**82**
		Onsite Parking Deficiency/Surplus	**- 4**

As shown in **Table 5**, based on the City of Placentia Municipal Code, the project is required to provide a total of 86 onsite parking spaces. As also shown in **Table 5**, since the project is planned to have a total of 82 onsite parking spaces, it is deficient by four (4) parking spaces based on the City's Code. As previously noted, the use of valet services might allow for more than 82 vehicles to be parked onsite. However, the valet operations plan would need to satisfy the requirements of the Fire Department for drive aisle widths, etc.

Based on study of other hotel uses, the parking requirement of 1.0 spaces per room might not be required. New travel and parking patterns such as use of ride share services has modified traffic and parking demand patterns. Additionally, hotel uses are not usually 100 percent operational as some of the rooms are not usable at any time due to various reasons such as maintenance.

To provide an additional source of information and analysis, MAT Engineering, Inc. has conducted an evaluation of the required number of onsite parking spaces for the proposed project based on other published sources such as the Institute of Transportation Engineers (ITE) Parking Generation Manual which has just recently been published in October 2023. The source is widely utilized by transportation professionals, engineers and planners and includes the following:

- Data from over 10,000 peak-period parking demand counts
- Coverage of 100+ land uses, including mixed-use development contexts
- Parking demand estimates provided for weekday and weekend peaks
- Data stratified by location type, setting, and development characteristics
- Summary statistics and graphical plots for each land use code

The manual empowers professionals to make more informed decisions about parking requirements, supply, and utilization.

Table 6 shows the project required onsite parking per the ITE Parking Generation Manual.

Table 6
Project Required Parking Per ITE Parking Generation Manual

Land Use	Unit Count	Average Parking Rate	Parking Required (Spaces)
Hotel	86 Rooms	Weekday Conditions: 0.64 Spaces per Room Saturday Conditions: 0.65 Spaces per Room	**Weekday Conditions: 56 Spaces** **Weekday Conditions: 56 Spaces**
		Parking Spaces Provided	**82**
		Onsite Parking Deficiency/Surplus	**+ 26**

Source: *Institute of Transportation Engineers (ITE) Parking Generation Manual, 6th edition, October 2023.*

As shown in **Table 6**, based on the ITE Parking Generation Manual, the project is recommended to provide a total of 56 onsite parking spaces. As also shown in **Table 6**, since the project is planned to have a total of 82 onsite parking spaces, it provides adequate number of onsite parking spaces (26 surplus spaces) to accommodate the proposed 86-room hotel. As previously noted, the use of valet services might allow for more than 82 vehicles to be parked onsite. However, the valet operations plan would need to satisfy the requirements of the Fire Department for drive aisle widths, etc.

8.0 OFFSITE PARKING

As in the case of any project, the proposed project should not rely on or utilize on-street or off-site parking spaces to accommodate the proposed hotel users, including guests, visitors, and staff. On-street parking does not necessarily need to be prohibited. However, the project should not rely on on-street parking for serving the hotel.

Avoiding off-site parking typically means ensuring that all required vehicle demand is accommodated within a project site so residents, employees, or visitors don't spill over into surrounding neighborhoods.

As previously shown in Section 7.0 of this report, based on recent sources of parking data published by the Institute of Traffic Engineers (ITE), the project is planned to provide adequate number of onsite parking spaces to accommodate the proposed 86-room hotel.

The following is a list of some common measures that can be used and implemented to minimize or prevent off-site parking:

A. Adequate On-Site Parking Supply

i. Provide adequate parking per zoning ordinance, or other reliable source of data.

ii. Consider shared parking between uses with different peak periods (e.g., office by day, residential by night).

iii. Use parking management plans to anticipate actual demand and ensure supply matches it.

B. Design & Circulation

i. Provide efficient layout by minimizing angled or compact spaces, or tandem arrangements.

ii. Provide wayfinding and signage to guide users to on-site facilities.

iii. Implement access control (gates, permits, attendants) to ensure on-site spaces are reserved for intended users.

C. Demand Management

i. Encourage use of public transit, shuttles, biking, and walking to reduce total vehicle trips.

ii. Provide secure bike parking, lockers, and showers (for employees or residents).

iii. Implement Transportation Demand Management (TDM) strategies such as carpool incentives, subsidized transit passes, or flexible work schedules.

D. Operational Measures

i. Provide parking enforcement within the site to prevent improper use of stalls.

ii. Implement parking pricing or validation systems (e.g., free for hotel guests and paid for others).

iii. Implement time restrictions for visitor spaces to prevent long-term storage.

E. Technology & Monitoring

i. Use real-time parking availability systems (digital signs or apps) to reduce circling.

ii. Implement permit systems or license plate recognition to control access.

iii. Conduct regular monitoring and adjustments to make sure supply and policies meet actual demand.

9.0 VALET OPERATIONS

Parking for the proposed project is planned to be provided via a total of 82 on-site parking spaces that will all be accessed by valet operations (no self-parking will be permitted). Valet staff will take in guests' vehicles and luggage and park the vehicles in the proposed on-site surface parking area and subterranean parking structure for the project.

The project does not have a valet plan developed for the project at this time of this analysis. The following recommendations are made to ensure optimal operations:

Provide a dedicated area for valet intake and make sure it is visible with signage and a valet stand. Guests should easily locate the valet stand with visible "Valet Parking" signs.

The valet intake area should be located onsite at a location where incoming and outgoing vehicles and valet operations do not encroach onto the public streets and right of way.

Provide enough valet staff to avoid vehicles backing up onto the public roadways and right of way. Additional valet staff might be needed to accommodate rush times.

Implement a system where guests can have their vehicles ready by calling from their room so their vehicle is ready when they arrive downstairs to leave. This might require setting an area aside onsite to store these vehicles until the guests are ready to leave as some guests might not arrive to get their vehicle in a timely fashion.

Consider providing complimentary valet at no cost to hotel users to discourage guests from parking offsite.

A valet parking plan can be prepared for the project that shows the preliminary layout of the valet location and operations. The document can be prepared through consultation with an existing valet company and be reviewed by the Fire Department for compliance with the Fire Department requirements.

Here are some additional valet recommendations to be considered:

A. Ticketing system: Provide a secure claim ticket (paper or digital) to ensure accurate vehicle return.

B. Fast retrieval: Aim for a retrieval time of under 10 minutes during peak hours.

C. Designated drop-off zone: Ensure enough curb space for multiple vehicles without blocking through traffic.

D. Stacking space: Provide adequate queue space so cars do not spill into public streets. As a starting recommendation. The valet reception should be a marked area with enough room for approximately two to three vehicles to queue without blocking street traffic. In many cases, for hotels, the valet stand and reception is located at the hotel entrance. The following are some general recommendations for placement of valet station and reception to utilize as a starting point and can be further adjusted by the valet operator as needed.

- At the main hotel entrance / porte-cochere (covered driveway): This is the most common and practical location. Guests can pull up, unload luggage, and hand off keys immediately. The area should be sheltered (under a canopy) for weather protection.

- Near the front door but separate from pedestrian flow: The valet desk or podium should be visible but out of the way, so it doesn't block guests entering or exiting. Often located to one side of the entry or near the bell desk / doorman area.

- Close proximity to vehicle staging and parking routes: There should be a clear path for valets to move vehicles quickly to the parking area. Avoid tight turns, blind spots, or shared pedestrian zones.

E. Speed control: Enforce a strict low-speed limit within hotel grounds and parking areas.

F. Pedestrian safety: Mark crosswalks, provide adequate lighting, and keep pathways clear.

G. Staging area: Have a holding zone near the entrance for short-term parking during busy check-ins. The valet holding area is meant to minimize guest wait times and traffic congestion at the front drive and acts as a "buffer zone" or a place to hold cars briefly before or after parking, without blocking arrivals or departures.

The valet holding area for the project is best determined by the valet operator.

Here are some general recommendations for placement of the valet holding area:

Adjacent to the Porte-Cohere (Front Drive): This option is generally best for high-end hotels or those with constant arrival/departure flow and can be placed just beyond the drop-off area, along the drive loop or beside the main entrance.

The purpose of the holding area is for short-term holding (approximately two to four vehicles) before attendants take them to the main parking area.

Near the Valet Office or Podium, away from the main drive aisle: This option is generally best for mid-size hotels in urban environments. The holding area can be placed on a side driveway, rear lot, or adjacent alley that connects easily to the front entrance and can be utilized for short-term staging for vehicles waiting to be parked or retrieved.

Integrated with the parking garage or lot entrance: This option is generally best for hotels with limited curb space or underground parking. The holding area can be placed just inside the garage or lot, near the valet dispatch station and acts as the main "transfer zone" for vehicles being moved in and out.

H. Technology use: Digital valet software can track vehicles, provide SMS updates to guests, and reduce errors.

I. Staff coordination: Use radios or apps for quick communication between front-of-house and parking attendants.

J. Peak hour planning: Adjust staffing levels during check-in/check-out peaks, events, and weekends.

K. Driver training: Train valets on safe driving of different vehicle types (manual, electric, luxury, oversized).

L. Insurance coverage: Maintain adequate liability insurance for guest vehicles.

M. Key control: Secure key boxes or electronic lockers to prevent loss or theft.

N. Incident protocols: Have a clear process for documenting and resolving damage claims.

O. Digital payment: Offer contactless or app-based payments/tips.

P. Luggage assistance: Coordinate with bell staff to help with bags immediately upon arrival.

Q. Accessibility: Ensure ADA-compliant access at valet stand and consider priority service for disabled guests.

R. Eco-friendly options: Provide EV charging or bicycle valet where possible.

S. Noise & congestion control: Minimize idling vehicles to reduce neighborhood impact.

T. Emergency access: Ensure fire lanes and emergency exits remain unobstructed.

10.0 FINDINGS & CONCLUSIONS

10.1 Project Trip Generation Summary

Based on ITE trip generation rates, the proposed project is forecast to generate approximately 687 daily trips which include approximately 40 AM peak hour trips and approximately 51 PM peak hour trips.

10.2 LOS Analysis Summary

Based on the City of Placentia performance criteria and HCM analysis methodology, the study area intersection currently operates at an acceptable level of service (LOS D or better) and is forecast to continue to operate at an acceptable level of service (LOS D or better) during the peak hours for all of the evaluated analysis scenarios.

Hence, based on the City of Placentia thresholds, no additional improvements are required by the proposed project at the study intersection.

10.3 Industrial Way Vehicle Maneuvers Summary

As requested by the City, an evaluation has been prepared to ensure this geometric configuration will accommodate turning of vehicles. For the purpose of this analysis, a trash truck has been assumed as the vehicle for evaluation.

Exhibit K shows the results of the turning maneuver evaluation for a trash turning around within the proposed dead end terminus of Industrial Way.

As shown in **Exhibit K**, a trash truck can tightly perform a three-point turn within the proposed dead-end area.

This maneuver is potentially not even required for the trash trucks as the truck can enter the project site (and also the site across the street from the project), pick up the trash and turn around within the site and enter the street again, instead of having to do a complete turn at the end of the street. Republic Trash Services, that serves the area, is currently reviewing the design at the time of preparation of this study.

The Fire Department has reviewed the design and has found it acceptable. If the design can serve the needs of the Fire Department, it is most likely adequate for the trash services.

10.4 Project Parking Variance Evaluation

Parking for the proposed project is planned to be provided via a total of 82 on-site parking spaces that will all be accessed by valet operations (no self-parking will be permitted). Valet staff will take in guests vehicles and luggage and park the vehicles in the proposed on-site surface parking area and subterranean parking structure for the project. The use of valet services might allow for more than 82 vehicles to be parked onsite. However, the valet operations plan would need to satisfy the requirements of the Fire Department for drive aisle widths, etc.

Based on the City of Placentia Municipal Code, the project is required to provide a total of 86 onsite parking spaces. Since the project is planned to have a total of 82 onsite parking spaces, it is deficient by four (4) parking spaces based on the City's Code. As previously noted, the use of valet services might allow for more than 82 vehicles to be parked onsite. However, the valet operations plan would need to satisfy the requirements of the Fire Department for drive aisle widths, etc.

Based on study of other hotel uses, the parking requirement of 1.0 spaces per room might not be required. New travel and parking patterns such as use of ride share services has modified traffic and parking demand patterns. Additionally, hotel uses are not usually 100 percent operational as some of the rooms are not usable at any time due to various reasons such as maintenance.

To provide an additional source of information and analysis, MAT Engineering, Inc. has conducted an evaluation of the required number of onsite parking spaces for the proposed project based on other published sources such as the Institute of Transportation Engineers (ITE) Parking Generation Manual which has just recently been published in October 2023. The source is widely utilized by transportation professionals, engineers and planners and includes the following:

- Data from over 10,000 peak-period parking demand counts
- Coverage of 100+ land uses, including mixed-use development contexts
- Parking demand estimates provided for weekday and weekend peaks
- Data stratified by location type, setting, and development characteristics
- Summary statistics and graphical plots for each land use code

Based on the ITE Parking Generation Manual, the project is recommended to provide a total of 56 onsite parking spaces. Since the project is planned to have a total of 82 onsite parking spaces, it provides adequate number of onsite parking spaces (26 surplus spaces) to accommodate the proposed 86-room hotel. As previously noted, the use of valet services might allow for more than 82 vehicles to be parked onsite. However, the valet operations plan would need to satisfy the requirements of the Fire Department for drive aisle widths, etc.

10.5 Offsite Parking

As in the case of any project, the proposed project should not rely on or utilize on-street or off-site parking spaces to accommodate the proposed hotel users, including guests, visitors, and staff. On-street parking does not necessarily need to be prohibited. However, the project should not rely on on-street parking for serving the hotel.

Avoiding off-site parking typically means ensuring that all required vehicle demand is accommodated within a project site so residents, employees, or visitors don't spill over into surrounding neighborhoods.

As previously shown in Section 7.0 of this report, based on recent sources of parking data published by the Institute of Traffic Engineers (ITE), the project is planned to provide adequate number of onsite parking spaces to accommodate the proposed 86-room hotel.

The following is a list of some common measures that can be used and implemented to minimize or prevent off-site parking:

A. Adequate On-Site Parking Supply

i. Provide adequate parking per zoning ordinance, or other reliable source of data.

ii. Consider shared parking between uses with different peak periods (e.g., office by day, residential by night).

iii. Use parking management plans to anticipate actual demand and ensure supply matches it.

B. Design & Circulation

i. Provide efficient layout by minimizing angled or compact spaces, or tandem arrangements.

ii. Provide wayfinding and signage to guide users to on-site facilities.

iii. Implement access control (gates, permits, attendants) to ensure on-site spaces are reserved for intended users.

C. Demand Management

i. Encourage use of public transit, shuttles, biking, and walking to reduce total vehicle trips.

ii. Provide secure bike parking, lockers, and showers (for employees or residents).

iii. Implement Transportation Demand Management (TDM) strategies such as carpool incentives, subsidized transit passes, or flexible work schedules.

D. Operational Measures

i. Provide parking enforcement within the site to prevent improper use of stalls.

ii. Implement parking pricing or validation systems (e.g., free for hotel guests and paid for others).

iii. Implement time restrictions for visitor spaces to prevent long-term storage.

E. Technology & Monitoring

i. Use real-time parking availability systems (digital signs or apps) to reduce circling.

ii. Implement permit systems or license plate recognition to control access.

iii. Conduct regular monitoring and adjustments to make sure supply and policies meet actual demand.

10.6 Valet Operations

Parking for the proposed project is planned to be provided via a total of 82 on-site parking spaces that will all be accessed by valet operations (no self-parking will be permitted). Valet staff will take in guests' vehicles and luggage and park the vehicles in the proposed on-site surface parking area and subterranean parking structure for the project.

The project does not have a valet plan developed for the project at this time of this analysis. The following recommendations are made to ensure optimal operations:

Provide a dedicated area for valet intake and make sure it is visible with signage and a valet stand. Guests should easily locate the valet stand with visible "Valet Parking" signs.

The valet intake area should be located onsite at a location where incoming and outgoing vehicles and valet operations do not encroach onto the public streets and right of way.

Provide enough valet staff to avoid vehicles backing up onto the public roadways and right of way. Additional valet staff might be needed to accommodate rush times.

Implement a system where guests can have their vehicles ready by calling from their room so their vehicle is ready when they arrive downstairs to leave. This might require setting an area aside onsite to store these vehicles until the guests are ready to leave as some guests might not arrive to get their vehicle in a timely fashion.

Consider providing complimentary valet at no cost to hotel users to discourage guests from parking offsite.

A valet parking plan can be prepared for the project that shows the preliminary layout of the valet location and operations. The document can be prepared through consultation with an existing valet company and be reviewed by the Fire Department for compliance with the Fire Department requirements.

Here are some additional valet recommendations to be considered:

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- At the main hotel entrance / porte-cochere (covered driveway): This is the most common and practical location. Guests can pull up, unload luggage, and hand off keys immediately. The area should be sheltered (under a canopy) for weather protection.

- Near the front door but separate from pedestrian flow: The valet desk or podium should be visible but out of the way, so it doesn't block guests entering or exiting. Often located to one side of the entry or near the bell desk / doorman area.

- Close proximity to vehicle staging and parking routes: There should be a clear path for valets to move vehicles quickly to the parking area. Avoid tight turns, blind spots, or shared pedestrian zones.

E. Speed control: Enforce a strict low-speed limit within hotel grounds and parking areas.

F. Pedestrian safety: Mark crosswalks, provide adequate lighting, and keep pathways clear.

G. Staging area: Have a holding zone near the entrance for short-term parking during busy check-ins. The valet holding area is meant to minimize guest wait times and traffic congestion at the front drive and acts as a "buffer zone" or a place to hold cars briefly before or after parking, without blocking arrivals or departures.

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H. Technology use: Digital valet software can track vehicles, provide SMS updates to guests, and reduce errors.

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J. Peak hour planning: Adjust staffing levels during check-in/check-out peaks, events, and weekends.

K. Driver training: Train valets on safe driving of different vehicle types (manual, electric, luxury, oversized).

L. Insurance coverage: Maintain adequate liability insurance for guest vehicles.

M. Key control: Secure key boxes or electronic lockers to prevent loss or theft.

N. Incident protocols: Have a clear process for documenting and resolving damage claims.

O. Digital payment: Offer contactless or app-based payments/tips.

P. Luggage assistance: Coordinate with bell staff to help with bags immediately upon arrival.

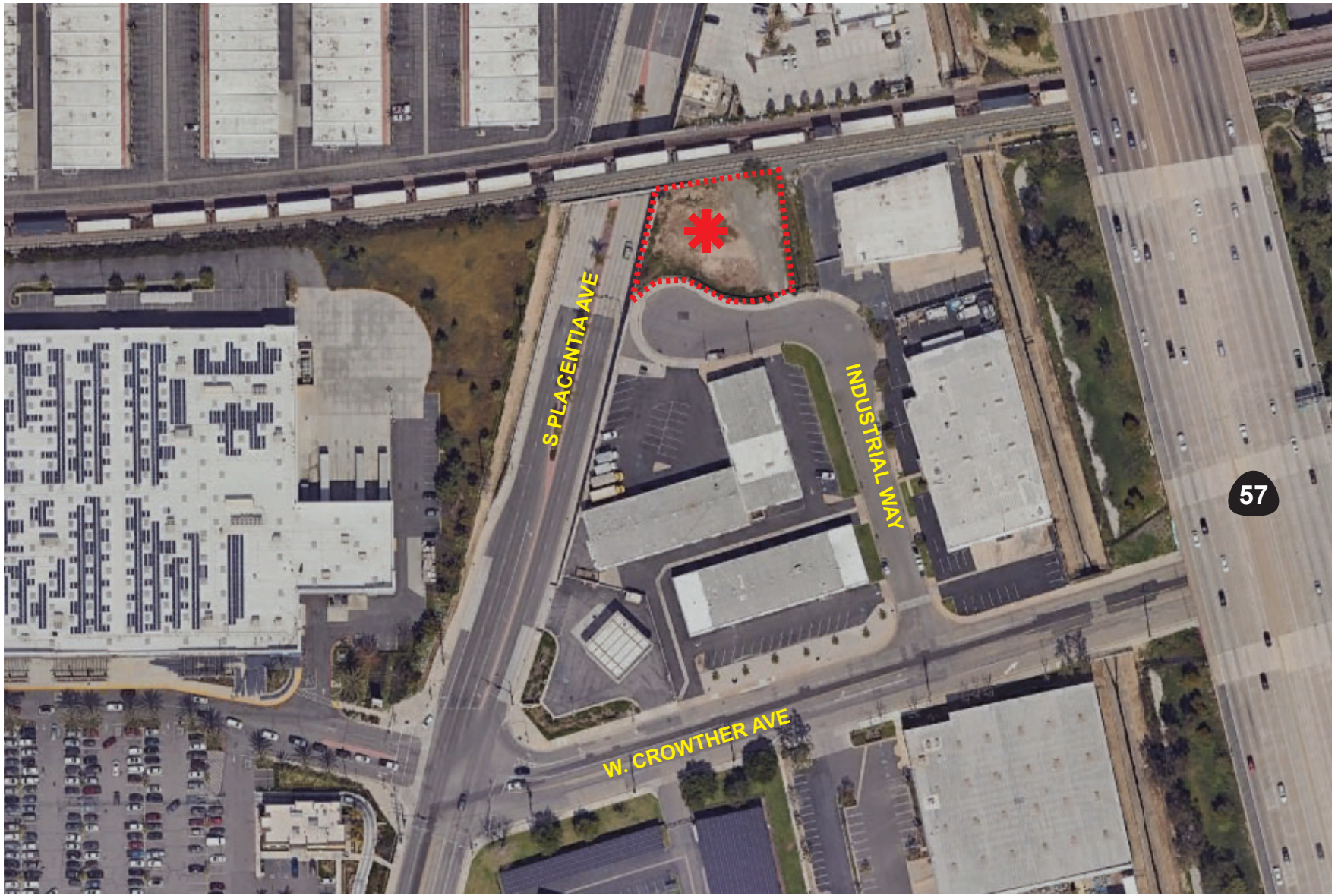
Q. Accessibility: Ensure ADA-compliant access at valet stand and consider priority service for disabled guests.

R. Eco-friendly options: Provide EV charging or bicycle valet where possible.

S. Noise & congestion control: Minimize idling vehicles to reduce neighborhood impact.

T. Emergency access: Ensure fire lanes and emergency exits remain unobstructed.

EXHIBITS



Legend:

Site Location

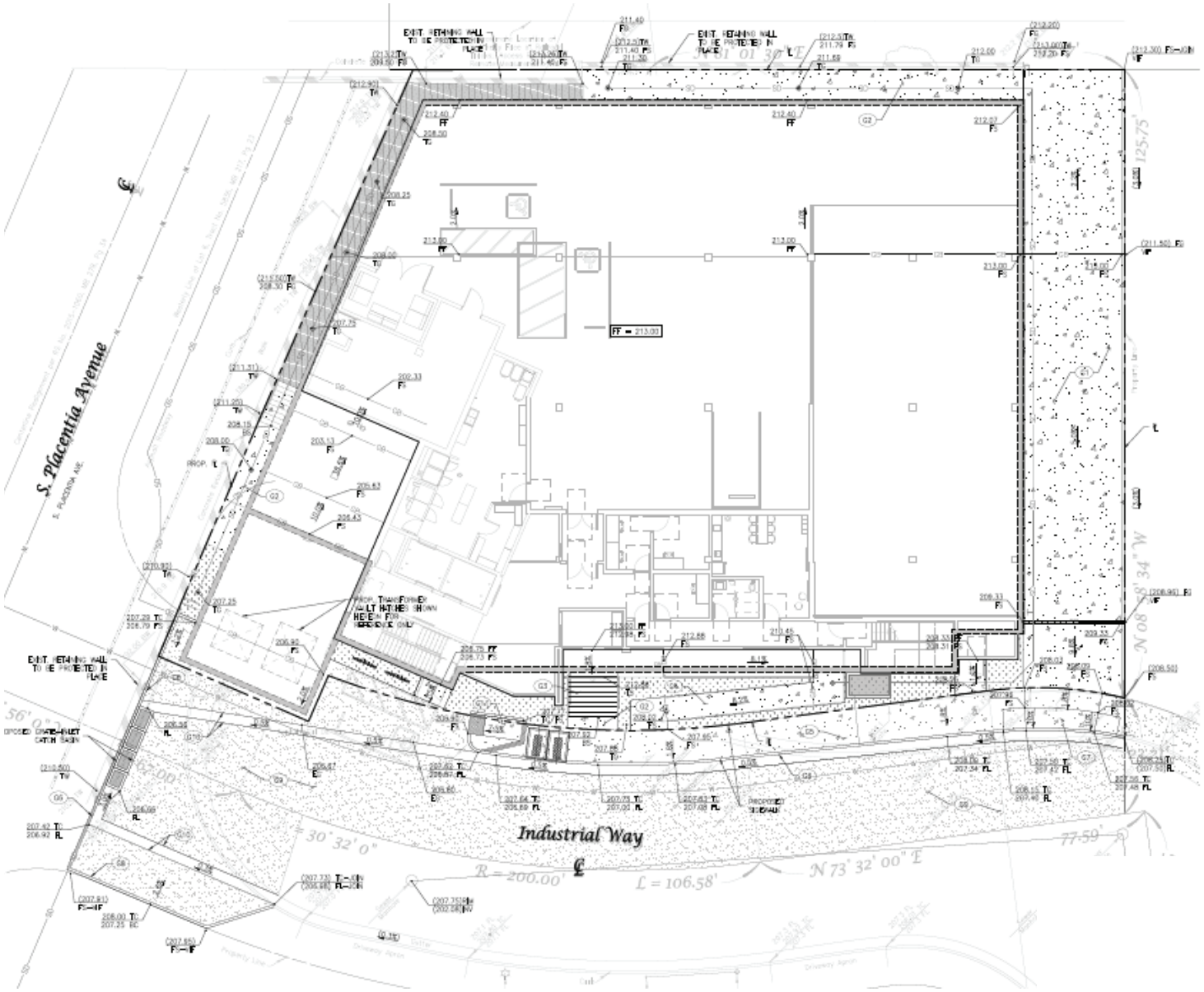
Site Boundary

ENGINEERING, INC.

Project Location

450 South Placentia Avenue (Hilton Tru Hotel) Project, City of Placentia, California / 0065-2025-01 SEP/2025

Exhibit A



Not to Scale

ENGINEERING, INC.

Site Plan

Exhibit B

450 South Placentia Avenue (Hilton Tru Hotel) Project, City of Placentia, California / 0065-2025-01 SEP/2025

Legend:

Site Location

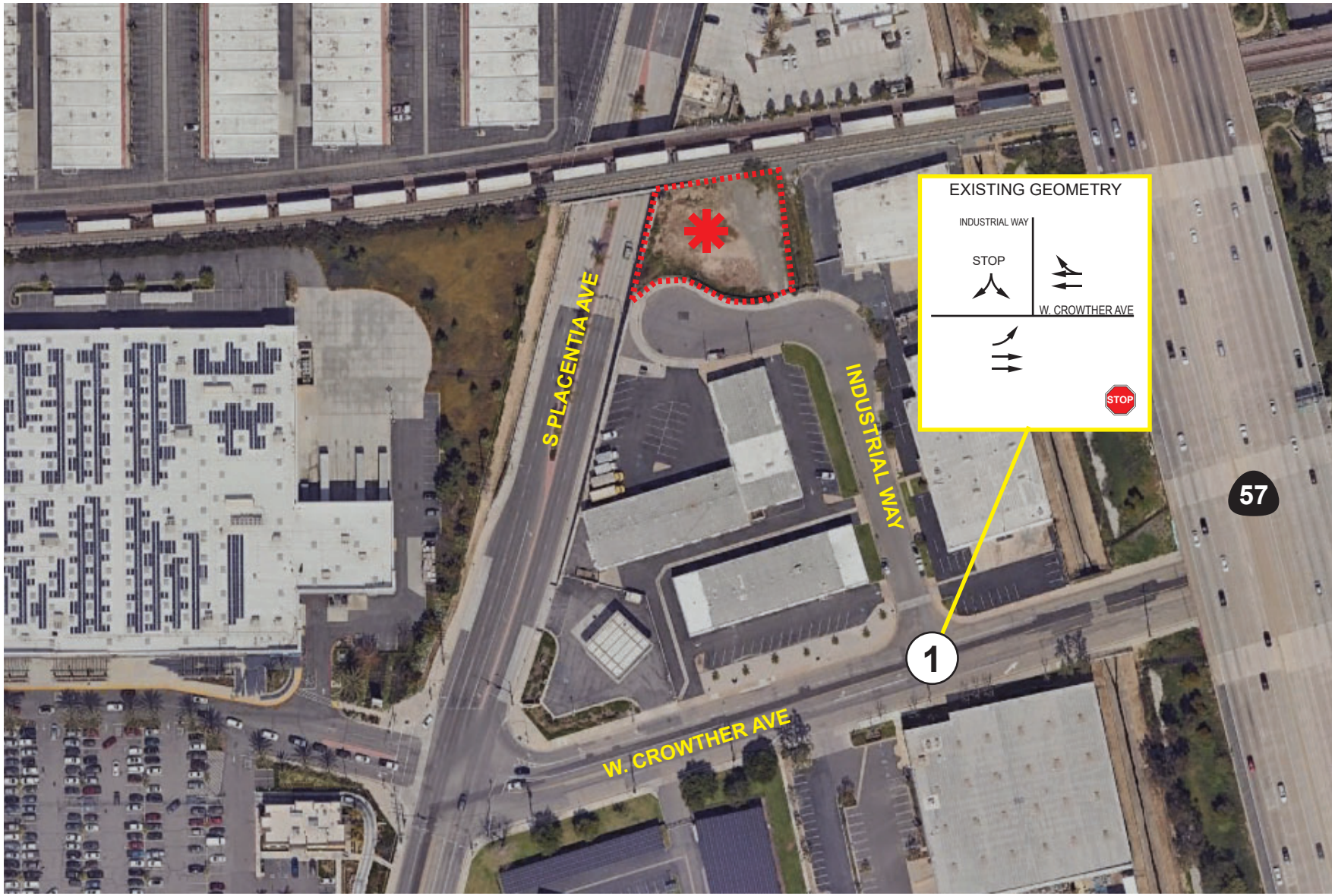
Site Boundary

XX Study Intersection

Study Intersections

Exhibit C

ENGINEERING, INC.



Legend:

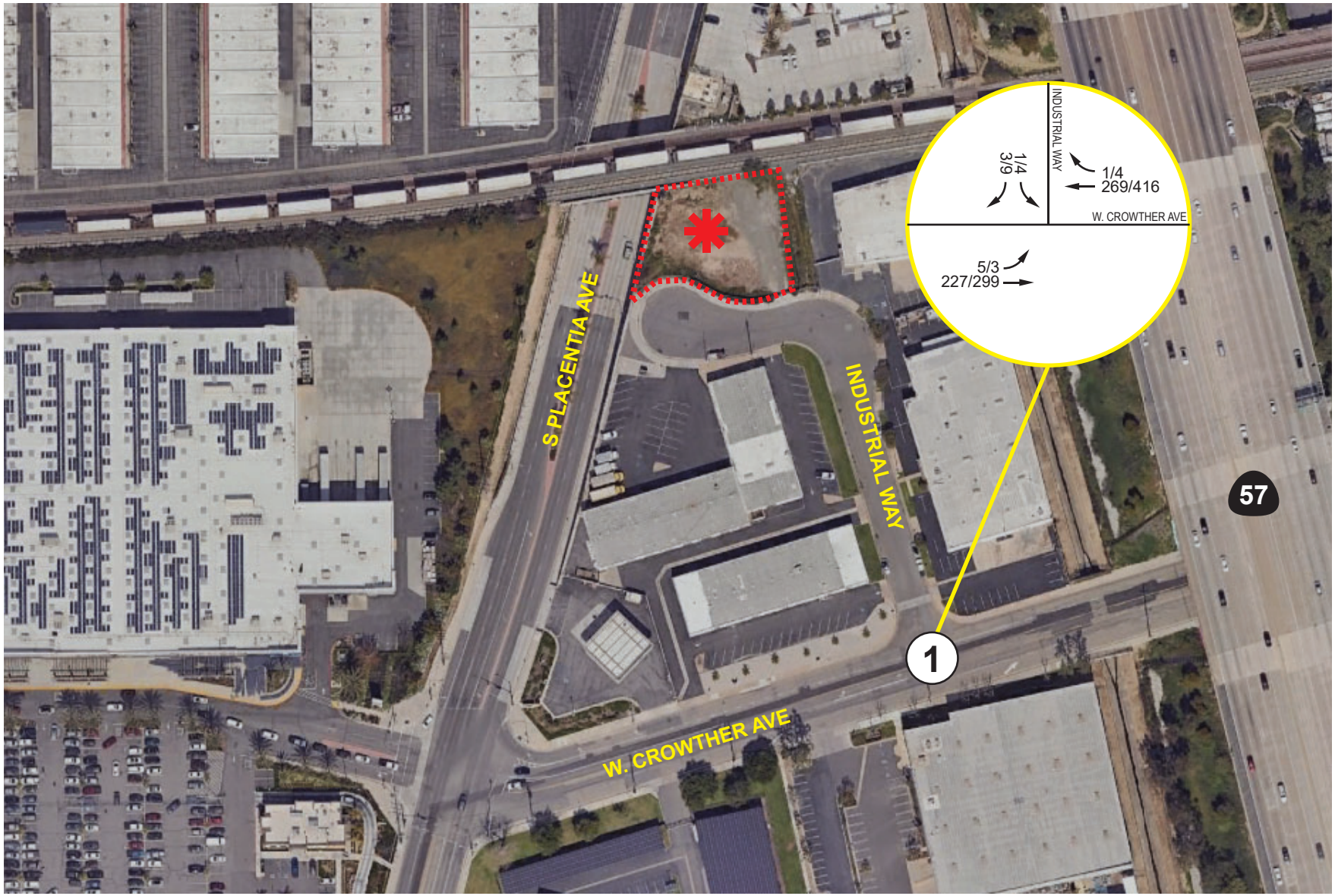
- Site Location
- Site Boundary
- Unsignalized (Stop-Controlled) Intersection
- XX Study Intersection
- Travel Lane
- STOP Stop-Controlled Approach

Existing Study Intersection Geometry

Exhibit D

450 South Placentia Avenue (Hilton Tru Hotel) Project, City of Placentia, California / 0065-2025-01 SEP/2025

ENGINEERING, INC.



Legend:

Site Location

Site Boundary

XX/XX AM/PM Peak Hour Intersection Volume

(XX) Study Intersection

Existing Traffic Volumes

Exhibit E

Legend:

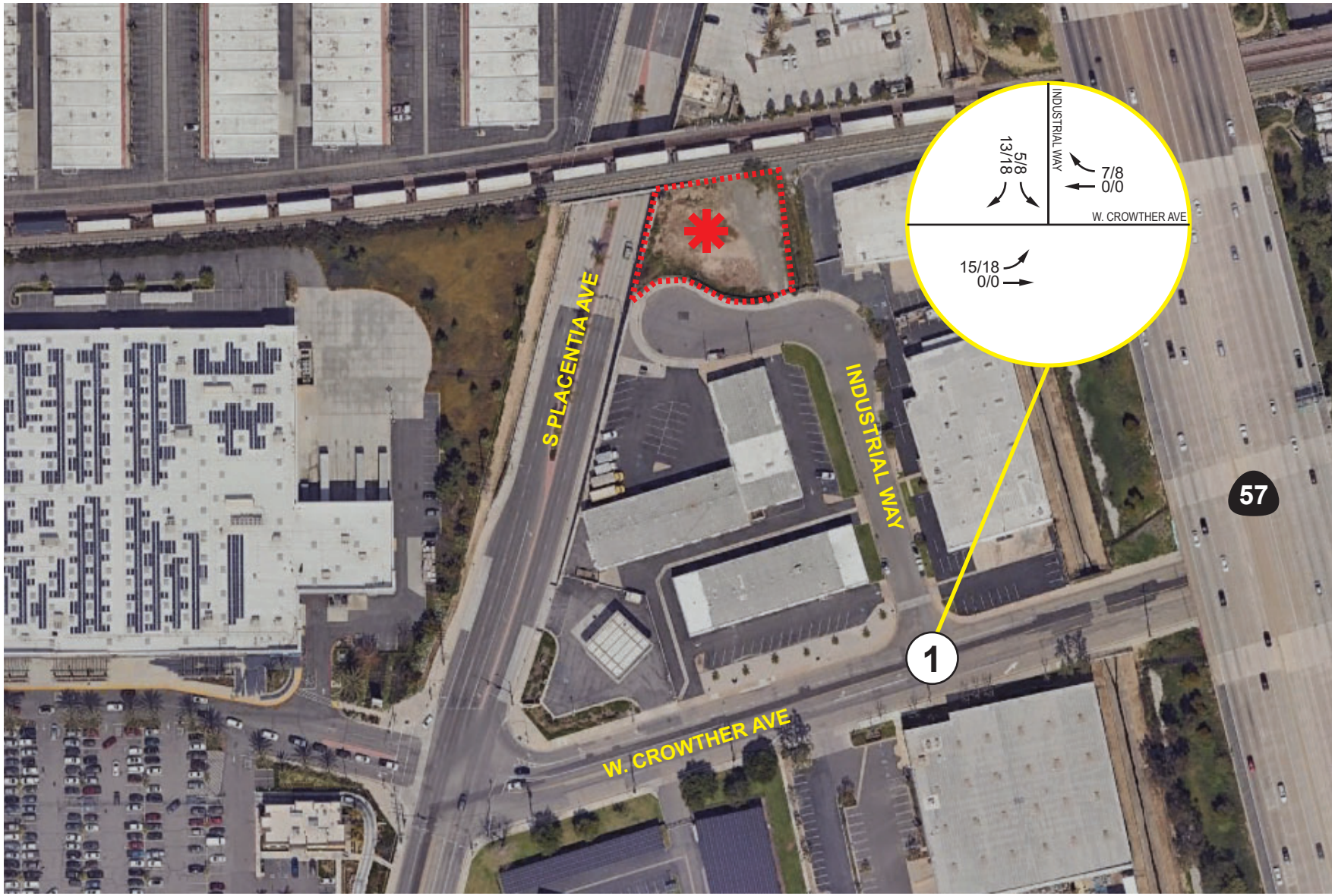
Site Location | Site Boundary | XX% Percent Trip Distribution | (XX) Study Intersection

Project Forecast Percent Trip Distribution

Exhibit F

ENGINEERING, INC.

450 South Placentia Avenue (Hilton Tru Hotel) Project, City of Placentia, California / 0065-2025-01 SEP/2025



Legend:

Site Location

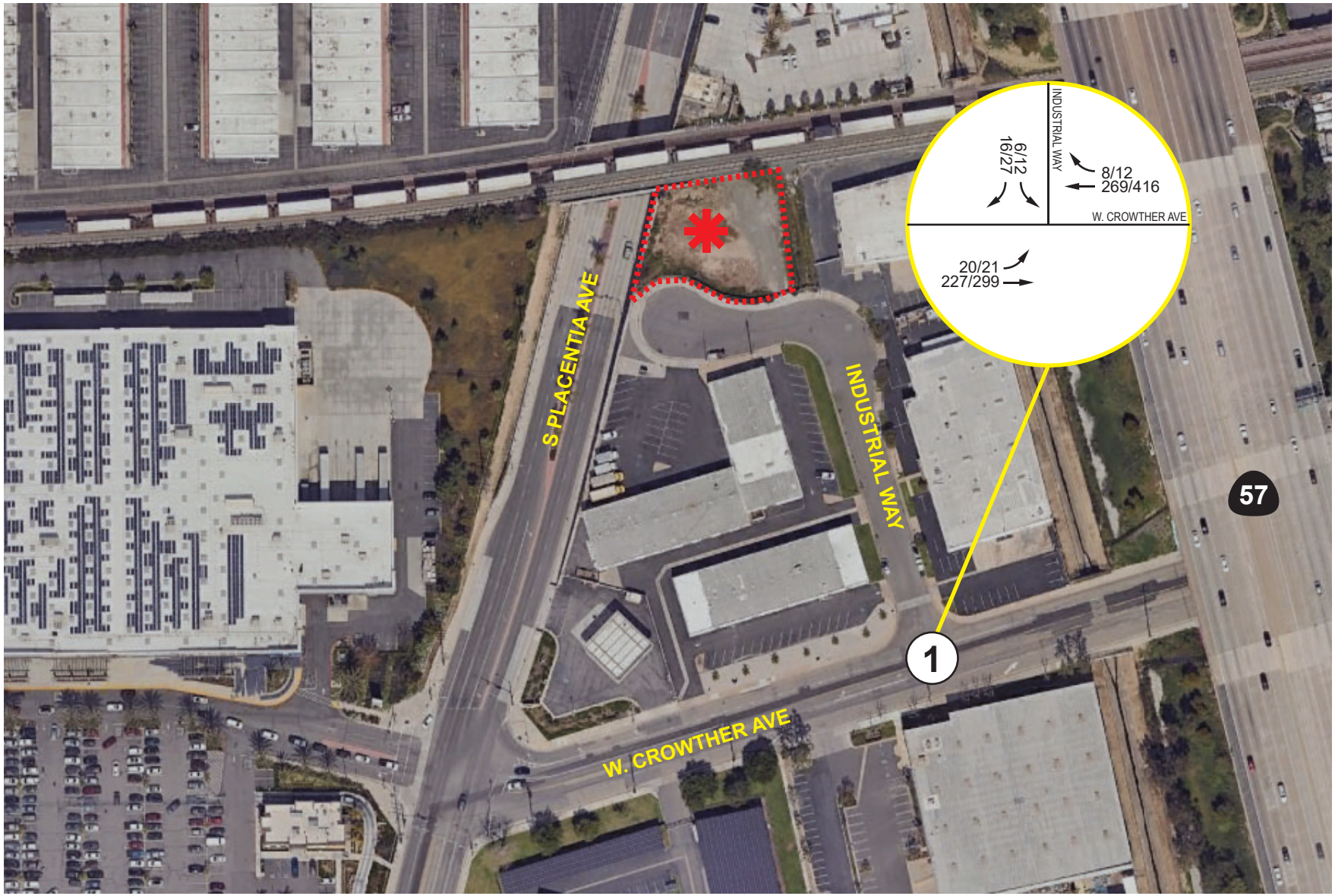
Site Boundary

XX/XX AM/PM Peak Hour Intersection Volume

(XX) Study Intersection

Project Traffic Volumes

Exhibit G



Legend:

Site Location

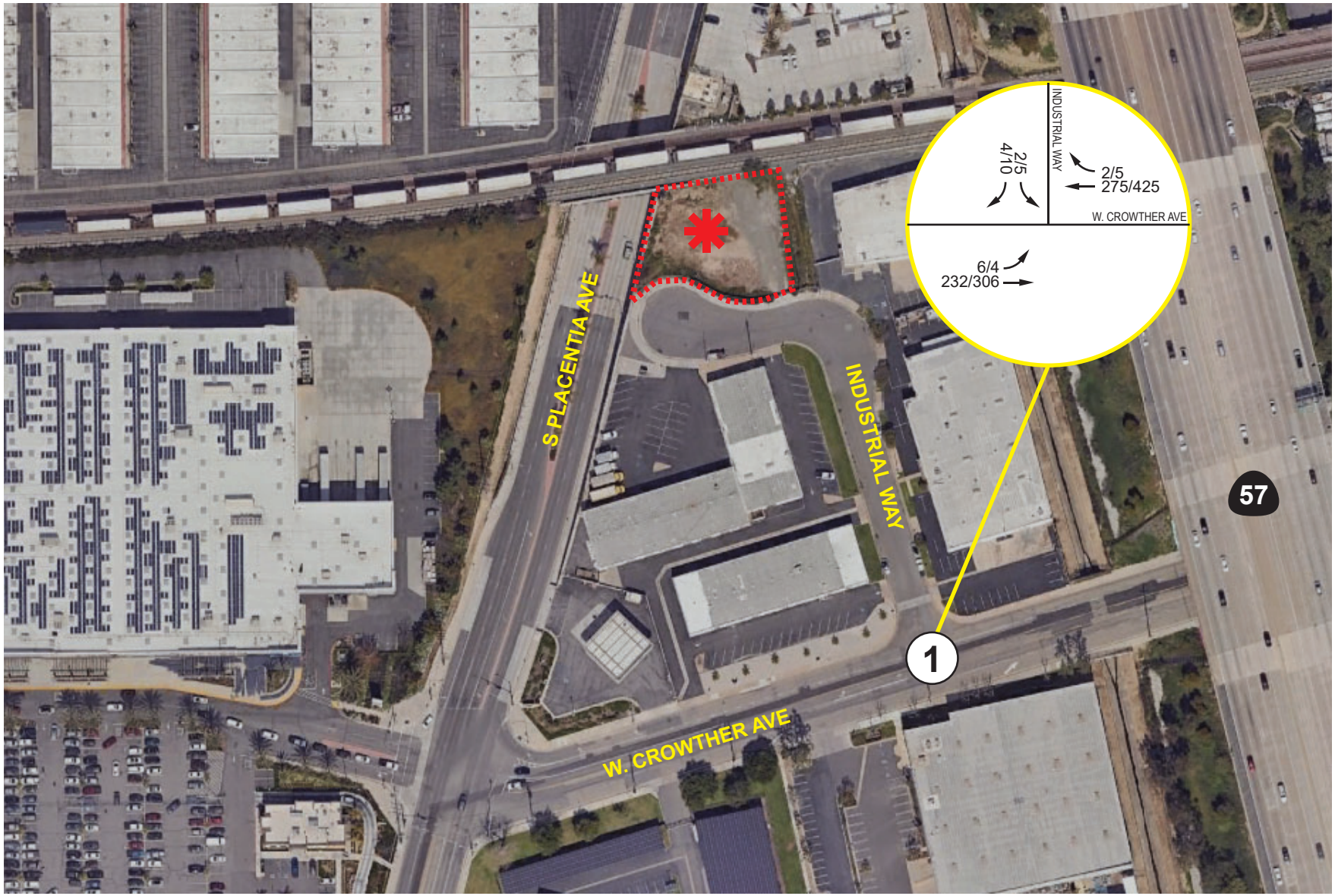
Site Boundary

XX/XX AM/PM Peak Hour Intersection Volume

(XX) Study Intersection

Existing Plus Project Conditions Traffic Volumes

Exhibit H



Legend:

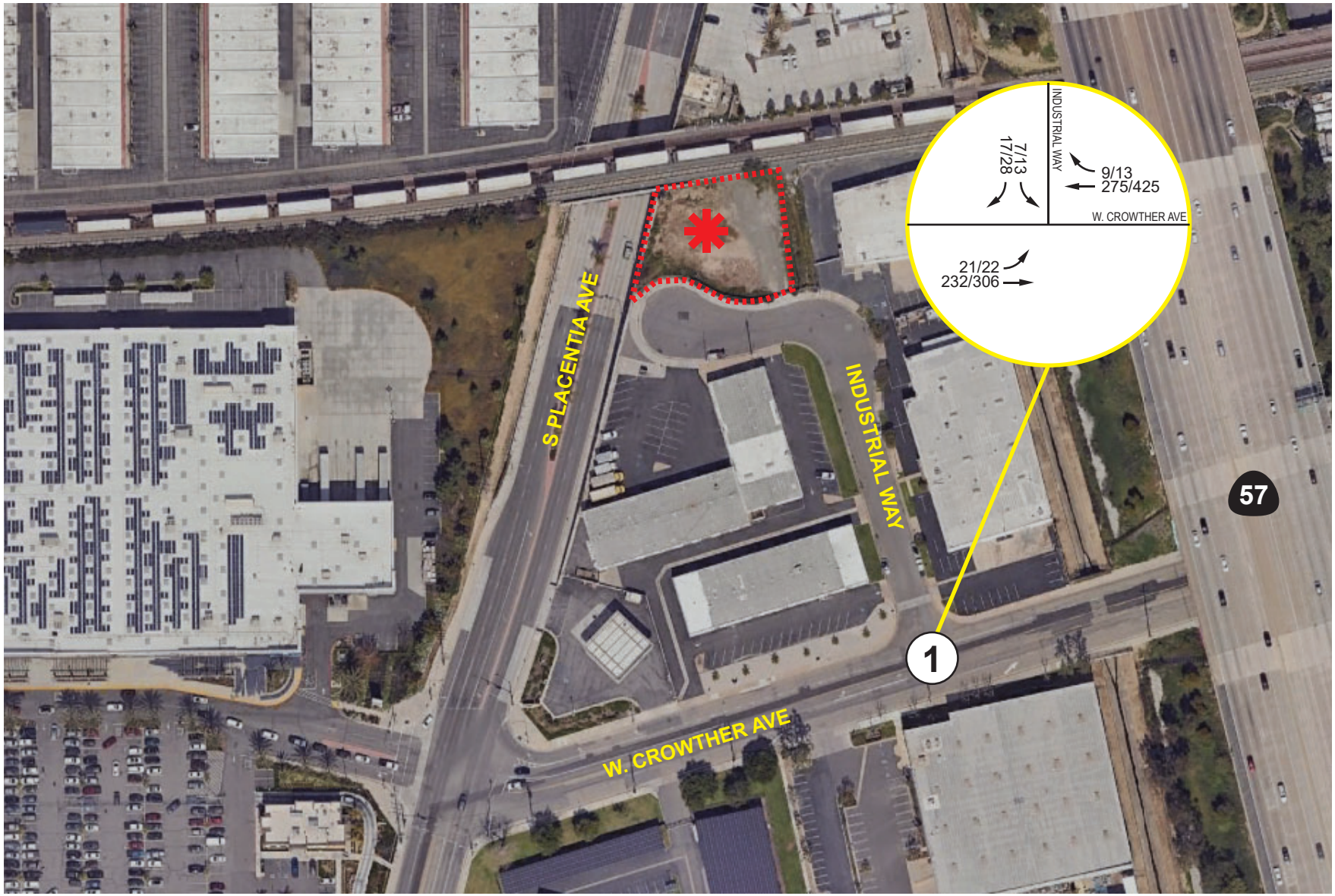
Site Location

Site Boundary

XX/XX AM/PM Peak Hour Intersection Volume

(XX) Study Intersection

Opening Year Without Project Conditions Traffic Volumes



Legend:

Site Location

Site Boundary

XX/XX AM/PM Peak Hour Intersection Volume

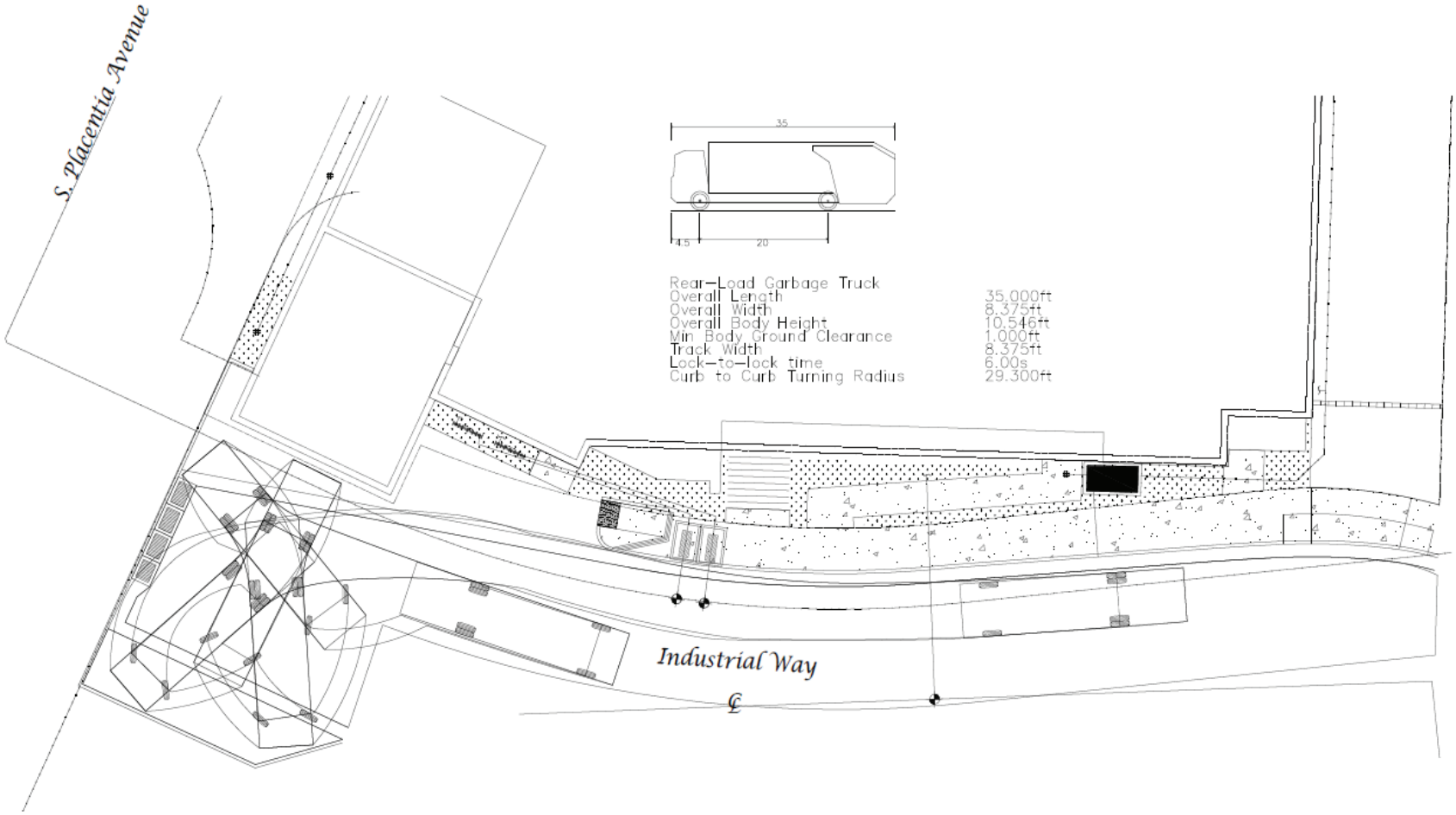
(XX) Study Intersection

Opening Year With Project Conditions Traffic Volumes

450 South Placentia Avenue (Hilton Tru Hotel) Project, City of Placentia, California / 0065-2025-01 SEP/2025

Exhibit J

ENGINEERING, INC.



Not to Scale

Industrial Way Vehicle Maneuver Evaluation

APPENDIX A:
Approved Scope of Work

MAT Engineering, Inc.

www.matengineering.com
17192 Murphy Avenue #14902
Irvine, CA 92623
Ph: 949.344.1828

August 12, 2025

Mr. Andrew Gonzales
CITY OF PLACENTIA

Subject: **450 South Placentia Avenue (Hilton Tru Hotel) Project Focused Traffic & Parking Study Scope, City of Placentia, California**

Dear Andrew,

MAT Engineering, Inc. is pleased to submit this proposed scope for preparation of a focused traffic study for the proposed Hilton Tru Project in the City of Placentia, California.

The currently vacant project site is located at 450 South Placentia Avenue in the City of Placentia. The proposed project consists of construction and operation of a hotel with 86 total room count.

The City has conducted a preliminary review and provided the following comments on the project:

- A focused traffic study, prepared by a registered Traffic Engineer in the State of California, should be conducted. This study should address, at a minimum, the following potential concerns:

    A. Analysis of requested variance on minimum parking requirements.

    B. Traffic impacts of project at the intersection of Industrial Way and Crowther Ave.

    C. Circulation issues created by converting Industrial Way from a cul-de-sac to a dead-end street (i.e. the ability for vehicles, including delivery trucks, to turn around within the street's boundaries).

    D. Recommendations for any off-site parking restrictions.

    E. Clarity on hotel's handling of check-in parking and queueing.

The project is planned to open in 2027. Access for the project is planned via one unsignalized driveway on Industrial Way.

Exhibit A shows the project location. **Exhibit B** shows the proposed site plan..

This scope has been prepared based on review of preliminary comments received from the City staff

Project Trip Generation & Distribution

Table 1 shows the trip ITE trip generation rates for the proposed use.

Table 1
ITE Trip Generation Rates

Land Use	ITE Code	Units	Peak Hour						Daily
			AM Peak Hour			PM Peak Hour			
			In	Out	Total	In	Out	Total	
Hotel	310	Rooms	0.26	0.20	0.46	0.30	0.29	0.59	7.99

Notes:

Source: 2021 ITE 11th Edition Trip Generation Manual;

Utilizing the ITE trip generation rates from **Table 1**, **Table 2** shows a summary of the trip generation for the proposed project utilizing the ITE trips rates.

Table 2
Project Trip Generation Summary

Land Use	ITE Code	Units	Quantity	Peak Hour						Daily
				AM Peak Hour			PM Peak Hour			
				In	Out	Total	In	Out	Total	
Hotel	310	Rooms	86	22	18	40	26	25	51	687

Notes:

Source: 2021 ITE 11th Edition Trip Generation Manual;

As shown in **Table 2**, utilizing the ITE trips rates, the proposed project is forecast to generate approximately 687 daily trips which include approximately 40 AM peak hour trips and approximately 51 PM peak hour trips.

A. Proposed Scope of Parking Variance Analysis

Based on information provided by the project architect, the City Code requires a parking rate of one (1) space per room. Based on this requirement, the project would require a total of 86 parking spaces.

However, the project is providing a total of 82 parking spaces. MAT Engineering, Inc. will attempt to justify the 86 parking spaces using other published parking rate sources such as the Institute of Transportation Engineers Parking Generation Manual and other sources.

This scope does not assume collection of any sample parking counts at similar sites.

The results will be summarized in the focused traffic and parking study.

B. Proposed Scope of Local Transportation / Traffic Operations Analysis

B.1 Study Area:

The City has requested for level of service analysis of the following intersection:

- Industrial Way / Crowther Avenue

Hence, MAT Engineering, Inc. will prepare a peak hour level of service (LOS) analysis at the above listed study intersection.

Exhibit C shows the study intersection location.

B.2 Study Scenarios:

The level of service and peak hour vehicular queue analysis will evaluate the following scenarios for weekday peak hour (7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM) conditions:

- Existing Conditions;
- Forecast Existing Plus Project Conditions;
- Forecast Opening Year (2027) Without Project Conditions; and
- Forecast Opening Year (2027) With Project Conditions.

The traffic analysis will account for cumulative projects to be provided by the City.

B.3 Level of Service Analysis Parameters:

The analysis will utilize the following parameters:

- Intersection Level of Service:
    - Analysis Software: Synchro
    - Methodology: Highway Capacity Manual (HCM) 6th Edition

B.4 Traffic Volumes:

Existing Conditions traffic volumes: The existing conditions traffic volumes will be based on existing traffic volumes to be collected at the study intersection on one typical weekday during the AM peak period from 7:00 AM to 9:00 AM and the PM peak period from 4:00 PM to 6:00 PM.

This scope assumes the traffic counts do not need to be collected by vehicle classification.

Ambient Growth: the analysis will utilize apply and ambient growth rate of 1.0 percent per year to derive background traffic volumes for future scenarios.

Opening Year Without Project Conditions traffic volumes: Opening Year traffic volumes will be derived by applying the ambient growth to existing traffic volumes plus traffic added from other cumulative/approved projects in the area provided by the City as appropriate for each analysis scenario.

"With Project" Conditions traffic volumes: "With Project" Conditions traffic volumes will be derived by adding the project-generated trips from **Table 2** to the "Without Project" Conditions traffic volumes.

B.5 Project Trip Distribution:

Exhibit D shows the forecast trip distribution for the project trips.

B.6 Performance Criteria:

City of Placentia LOS Performance Criteria & Thresholds:

The acceptable LOS for the City of Placentia is LOS D or better. If the project causes the peak hour level of service operation of a study intersection to deteriorate to LOS E or F, improvements will be identified to achieve acceptable LOS (LOS D or better).

C. Proposed Scope of Industrial Way Cul de Sac Circulation Evaluation

The project is planned to replace the existing Cul de sac at the terminus of Industrial Way with a dead-end.

The City has requested analysis to ensure this geometric configuration will accommodate turning of vehicles.

To evaluate this, MAT Engineering, Inc. will evaluate the turning of vehicles with the new design utilizing AutoTurn software.

This scope assumes the following:

- The applicant team or City will identify the one type of vehicle to be evaluated (trucks, passenger car, etc.).
- The applicant team will provide AutoCAD files of the site plan including the roadway improvements and new street design.

The results will be provided in the report as an exhibit showing the movement of the vehicle.

D. Proposed Scope for Off-Site Parking Restriction Evaluation

MAT Engineering, Inc. will provide a qualitative discussion and recommendations regarding the off-site parking restrictions for the project.

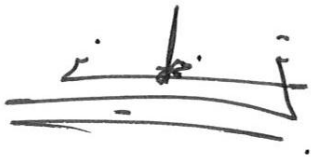
E. Proposed Scope of Hotel Valet Check-In Parking Evaluation

MAT Engineering, Inc. will provide a qualitative discussion and recommendations regarding the valet operations and measures to minimize valet back up. The report will include information on the valet reception area and process based on information provided by the client.

MAT Engineering Inc., appreciates the opportunity to provide this scope of work for review. If you have any questions, concerns, or comments, please contact us at 949-344-1828 or at@matengineering.com.

Respectfully submitted,

MAT ENGINEERING, INC.



Alex Tabrizi, PE, TE

President

Approved by:

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Date

APPENDIX B:
Existing Traffic Count Data

Counts Unlimited, Inc.
PO Box 1178
Corona, CA 92878
(951) 268-6268

City of Placentia
N/S: Industrial Way
E/W: Crowther Avenue
Weather: Clear

File Name : PLA_Ind_Cro AM
Site Code : 23825801
Start Date : 8/20/2025
Page No : 1

Groups Printed- Total Volume

	Industrial Way Southbound			Crowther Avenue Westbound			Crowther Avenue Eastbound			
Start Time	Left	Right	App. Total	Thru	Right	App. Total	Left	Thru	App. Total	Int. Total
07:00 AM	1	1	2	47	3	50	10	25	35	87
07:15 AM	0	1	1	42	2	44	0	35	35	80
07:30 AM	0	0	0	53	0	53	4	53	57	110
07:45 AM	0	2	2	78	1	79	1	51	52	133
Total	1	4	5	220	6	226	15	164	179	410
08:00 AM	0	0	0	68	0	68	1	64	65	133
08:15 AM	1	0	1	60	0	60	1	60	61	122
08:30 AM	0	1	1	63	0	63	2	52	54	118
08:45 AM	1	1	2	53	1	54	5	26	31	87
Total	2	2	4	244	1	245	9	202	211	460
Grand Total	3	6	9	464	7	471	24	366	390	870
Apprch %	33.3	66.7		98.5	1.5		6.2	93.8		
Total %	0.3	0.7	1	53.3	0.8	54.1	2.8	42.1	44.8	

	Industrial Way Southbound			Crowther Avenue Westbound			Crowther Avenue Eastbound			
Start Time	Left	Right	App. Total	Thru	Right	App. Total	Left	Thru	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 07:45 AM										
07:45 AM	0	**2**	**2**	**78**	**1**	**79**	1	51	52	**133**
08:00 AM	0	0	0	68	0	68	1	**64**	**65**	133
08:15 AM	**1**	0	1	60	0	60	1	60	61	122
08:30 AM	0	1	1	63	0	63	**2**	52	54	118
Total Volume	1	3	4	269	1	270	5	227	232	506
% App. Total	25	75		99.6	0.4		2.2	97.8		
PHF	.250	.375	.500	.862	.250	.854	.625	.887	.892	.951

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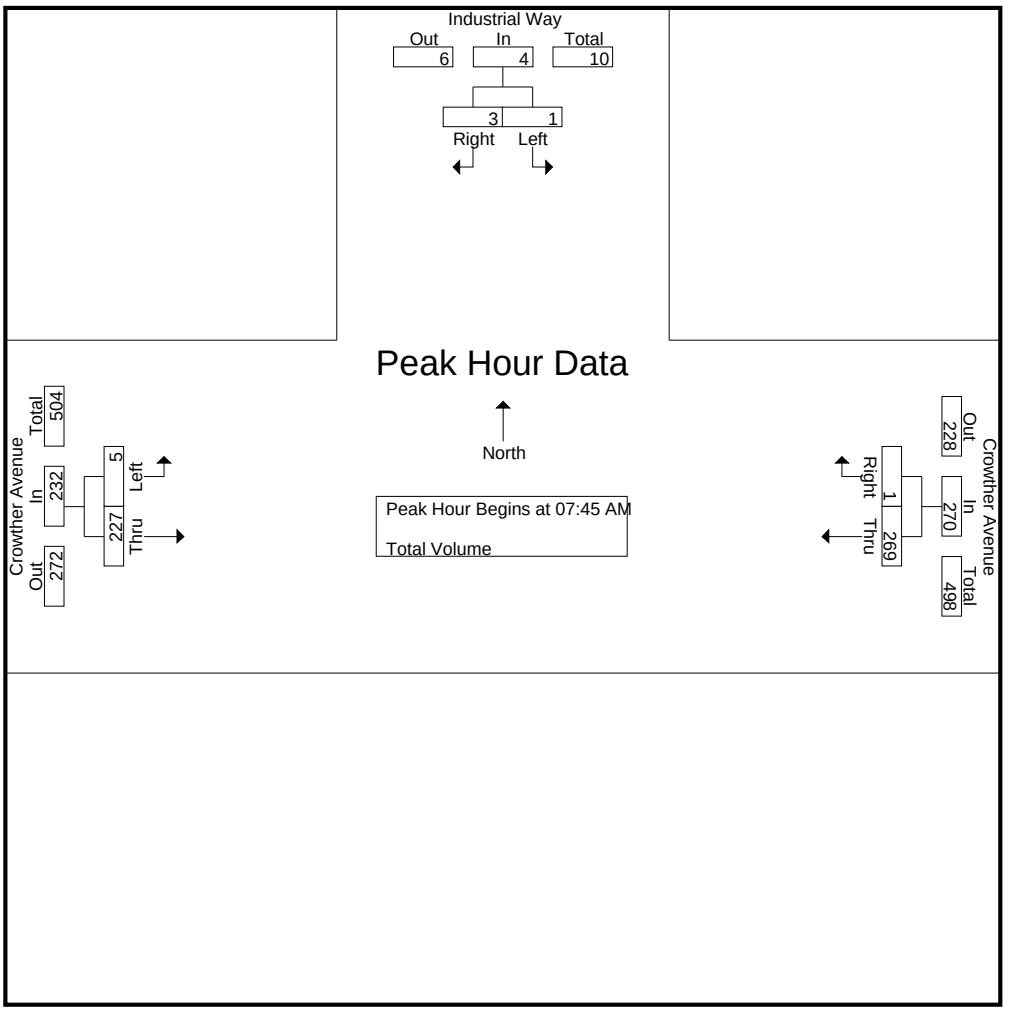

Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	07:00 AM			07:45 AM			07:30 AM		
+0 mins.	**1**	1	**2**	**78**	**1**	**79**	**4**	53	57
+15 mins.	0	1	1	68	0	68	1	51	52
+30 mins.	0	0	0	60	0	60	1	**64**	**65**
+45 mins.	0	**2**	2	63	0	63	1	60	61
Total Volume	1	4	5	269	1	270	7	228	235
% App. Total	20	80		99.6	0.4		3	97	
PHF	.250	.500	.625	.862	.250	.854	.438	.891	.904

Counts Unlimited, Inc.
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City of Placentia
N/S: Industrial Way
E/W: Crowther Avenue
Weather: Clear

File Name : PLA_Ind_Cro PM
Site Code : 23825801
Start Date : 8/20/2025
Page No : 1

Groups Printed- Total Volume

	Industrial Way Southbound			Crowther Avenue Westbound			Crowther Avenue Eastbound			
Start Time	Left	Right	App. Total	Thru	Right	App. Total	Left	Thru	App. Total	Int. Total
04:00 PM	1	1	2	102	1	103	0	61	61	166
04:15 PM	2	1	3	76	0	76	1	70	71	150
04:30 PM	1	0	1	102	1	103	1	76	77	181
04:45 PM	2	2	4	96	3	99	1	65	66	169
Total	6	4	10	376	5	381	3	272	275	666
05:00 PM	1	5	6	107	0	107	1	92	93	206
05:15 PM	0	2	2	111	0	111	0	66	66	179
05:30 PM	2	0	2	88	1	89	0	74	74	165
05:45 PM	3	0	3	78	2	80	0	63	63	146
Total	6	7	13	384	3	387	1	295	296	696
Grand Total	12	11	23	760	8	768	4	567	571	1362
Apprch %	52.2	47.8		99	1		0.7	99.3		
Total %	0.9	0.8	1.7	55.8	0.6	56.4	0.3	41.6	41.9	

	Industrial Way Southbound			Crowther Avenue Westbound			Crowther Avenue Eastbound			
Start Time	Left	Right	App. Total	Thru	Right	App. Total	Left	Thru	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1										
Peak Hour for Entire Intersection Begins at 04:30 PM										
04:30 PM	1	0	1	102	1	103	**1**	76	77	181
04:45 PM	**2**	2	4	96	**3**	99	1	65	66	169
05:00 PM	1	**5**	**6**	107	0	107	1	**92**	**93**	**206**
05:15 PM	0	2	2	**111**	0	**111**	0	66	66	179
Total Volume	4	9	13	416	4	420	3	299	302	735
% App. Total	30.8	69.2		99	1		1	99		
PHF	.500	.450	.542	.937	.333	.946	.750	.813	.812	.892

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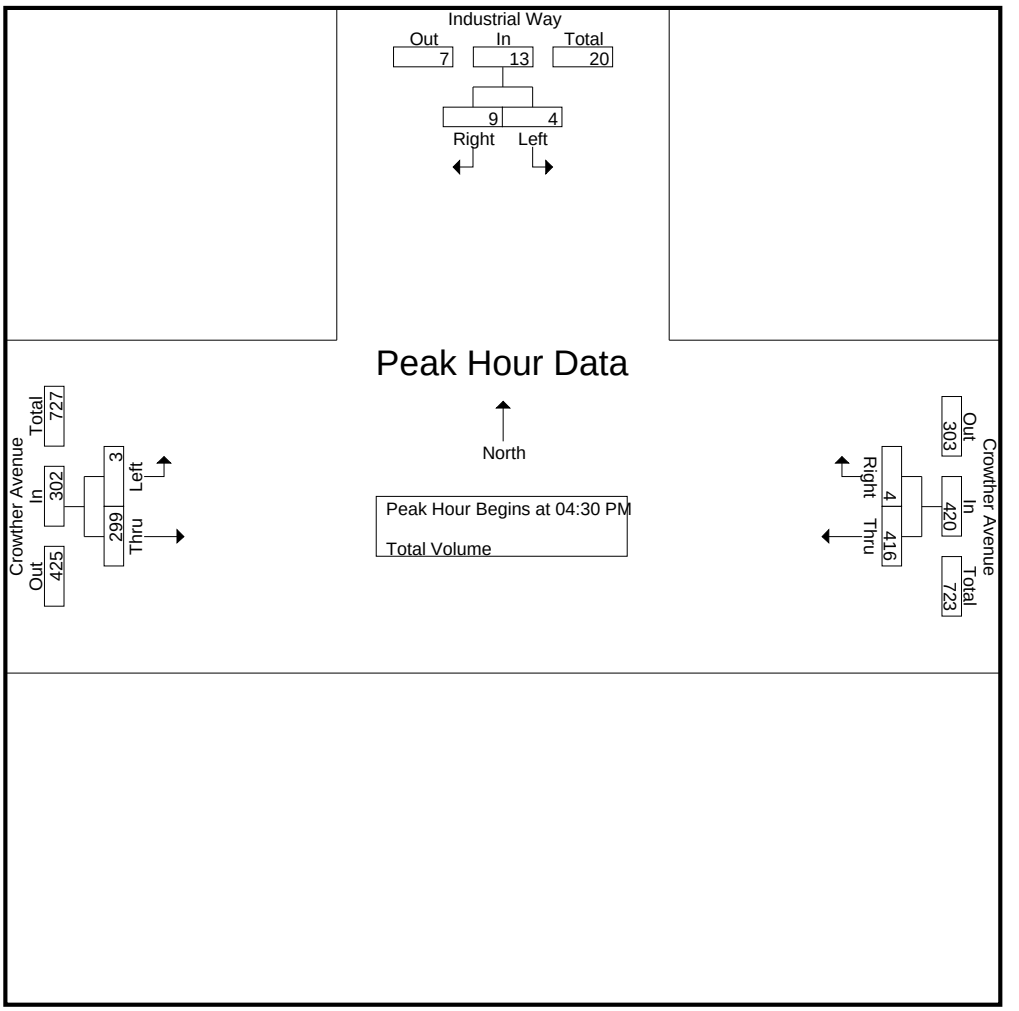


Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	04:15 PM			04:30 PM			04:15 PM		
+0 mins.	**2**	1	3	102	1	103	**1**	70	71
+15 mins.	1	0	1	96	**3**	99	1	76	77
+30 mins.	2	2	4	107	0	107	1	65	66
+45 mins.	1	**5**	**6**	**111**	0	**111**	1	**92**	**93**
Total Volume	6	8	14	416	4	420	4	303	307
% App. Total	42.9	57.1		99	1		1.3	98.7	
PHF	.750	.400	.583	.937	.333	.946	1.000	.823	.825

APPENDIX C:
HCM Analysis Sheets

Existing Conditions

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	5	227	269	1	1	3
Future Vol, veh/h	5	227	269	1	1	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	75	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	239	283	1	1	3

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	284	0	-	0	414	142
Stage 1	-	-	-	-	284	-
Stage 2	-	-	-	-	130	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1275	-	-	-	566	880
Stage 1	-	-	-	-	739	-
Stage 2	-	-	-	-	882	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1275	-	-	-	564	880
Mov Cap-2 Maneuver	-	-	-	-	564	-
Stage 1	-	-	-	-	736	-
Stage 2	-	-	-	-	882	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	9.7
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1275	-	-	-	772
HCM Lane V/C Ratio	0.004	-	-	-	0.005
HCM Control Delay (s)	7.8	-	-	-	9.7
HCM Lane LOS	A	-	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	299	416	4	4	9
Future Vol, veh/h	3	299	416	4	4	9
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	75	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	336	467	4	4	10

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	471	0	-	0	643	236
Stage 1	-	-	-	-	469	-
Stage 2	-	-	-	-	174	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1087	-	-	-	406	766
Stage 1	-	-	-	-	596	-
Stage 2	-	-	-	-	839	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1087	-	-	-	405	766
Mov Cap-2 Maneuver	-	-	-	-	405	-
Stage 1	-	-	-	-	594	-
Stage 2	-	-	-	-	839	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	11.1
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1087	-	-	-	601
HCM Lane V/C Ratio	0.003	-	-	-	0.024
HCM Control Delay (s)	8.3	-	-	-	11.1
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Existing Plus Project Conditions

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	20	227	269	8	6	16
Future Vol, veh/h	20	227	269	8	6	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	75	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	239	283	8	6	17

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	291	0	-	0	449	146
Stage 1	-	-	-	-	287	-
Stage 2	-	-	-	-	162	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1268	-	-	-	538	875
Stage 1	-	-	-	-	736	-
Stage 2	-	-	-	-	850	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1268	-	-	-	529	875
Mov Cap-2 Maneuver	-	-	-	-	529	-
Stage 1	-	-	-	-	723	-
Stage 2	-	-	-	-	850	-

Approach	EB	WB	SB
HCM Control Delay, s	0.6	0	10
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1268	-	-	-	743
HCM Lane V/C Ratio	0.017	-	-	-	0.031
HCM Control Delay (s)	7.9	-	-	-	10
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	21	299	416	12	12	27
Future Vol, veh/h	21	299	416	12	12	27
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	75	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	24	336	467	13	13	30

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	480	0	-	0	690	240
Stage 1	-	-	-	-	474	-
Stage 2	-	-	-	-	216	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1079	-	-	-	379	761
Stage 1	-	-	-	-	592	-
Stage 2	-	-	-	-	799	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1079	-	-	-	371	761
Mov Cap-2 Maneuver	-	-	-	-	371	-
Stage 1	-	-	-	-	579	-
Stage 2	-	-	-	-	799	-

Approach	EB	WB	SB
HCM Control Delay, s	0.6	0	11.8
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1079	-	-	-	575
HCM Lane V/C Ratio	0.022	-	-	-	0.076
HCM Control Delay (s)	8.4	-	-	-	11.8
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0.1	-	-	-	0.2

Opening Year Without Project Conditions

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	6	232	275	2	2	4
Future Vol, veh/h	6	232	275	2	2	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	75	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	6	244	289	2	2	4

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	291	0	-	0	424	146
Stage 1	-	-	-	-	290	-
Stage 2	-	-	-	-	134	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1268	-	-	-	558	875
Stage 1	-	-	-	-	734	-
Stage 2	-	-	-	-	878	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1268	-	-	-	555	875
Mov Cap-2 Maneuver	-	-	-	-	555	-
Stage 1	-	-	-	-	730	-
Stage 2	-	-	-	-	878	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	9.9
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1268	-	-	-	734
HCM Lane V/C Ratio	0.005	-	-	-	0.009
HCM Control Delay (s)	7.9	-	-	-	9.9
HCM Lane LOS	A	-	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0

Intersection	
Int Delay, s/veh	0.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	4	306	425	5	5	10
Future Vol, veh/h	4	306	425	5	5	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	75	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	344	478	6	6	11

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	484	0	-	0	661	242
Stage 1	-	-	-	-	481	-
Stage 2	-	-	-	-	180	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1075	-	-	-	395	759
Stage 1	-	-	-	-	588	-
Stage 2	-	-	-	-	833	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1075	-	-	-	393	759
Mov Cap-2 Maneuver	-	-	-	-	393	-
Stage 1	-	-	-	-	586	-
Stage 2	-	-	-	-	833	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	11.4
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1075	-	-	-	579
HCM Lane V/C Ratio	0.004	-	-	-	0.029
HCM Control Delay (s)	8.4	-	-	-	11.4
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Opening Year With Project Conditions

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	21	232	275	9	7	17
Future Vol, veh/h	21	232	275	9	7	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	75	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	22	244	289	9	7	18

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	298	0	-	0	460	149
Stage 1	-	-	-	-	294	-
Stage 2	-	-	-	-	166	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1260	-	-	-	530	871
Stage 1	-	-	-	-	730	-
Stage 2	-	-	-	-	846	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1260	-	-	-	521	871
Mov Cap-2 Maneuver	-	-	-	-	521	-
Stage 1	-	-	-	-	718	-
Stage 2	-	-	-	-	846	-

Approach	EB	WB	SB
HCM Control Delay, s	0.7	0	10.1
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1260	-	-	-	728
HCM Lane V/C Ratio	0.018	-	-	-	0.035
HCM Control Delay (s)	7.9	-	-	-	10.1
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	22	306	425	13	13	28
Future Vol, veh/h	22	306	425	13	13	28
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	75	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	25	344	478	15	15	31

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	493	0	-	0	708	247
Stage 1	-	-	-	-	486	-
Stage 2	-	-	-	-	222	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1067	-	-	-	369	753
Stage 1	-	-	-	-	584	-
Stage 2	-	-	-	-	794	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1067	-	-	-	361	753
Mov Cap-2 Maneuver	-	-	-	-	361	-
Stage 1	-	-	-	-	571	-
Stage 2	-	-	-	-	794	-

Approach	EB	WB	SB
HCM Control Delay, s	0.6	0	12
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1067	-	-	-	560
HCM Lane V/C Ratio	0.023	-	-	-	0.082
HCM Control Delay (s)	8.5	-	-	-	12
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0.1	-	-	-	0.3

Placentia Planning Commission

AGENDA STAFF REPORT

TO: PLANNING COMMISSION

FROM: JOSEPH M. LAMBERT, DEVELOPMENT SERVICES DIRECTOR

DATE: NOVEMBER 10, 2025

SUBJECT: **DEVELOPMENT PLAN REVIEW NO. DPR 2025-01, USE PERMIT NO. UP 2025-02, AND DISPOSITION AND DEVELOPMENT AGREEMENT NO. DDA 2025-01 TO DEVELOP AN APPROXIMATELY 42,631 - SQUARE-FOOT, FOUR-STORY, 86-ROOM HOTEL BUILDING AND ASSOCIATED IMPROVEMENTS ON AN APPROXIMATELY 21,553-SQUARE-FOOT UNIMPROVED SITE LOCATED AT 450 S. PLACENTIA AVENUE WITHIN THE C-2(H-65) ZONING DISTRICT (C Y HOSPITALITY, LLC, C/O YAGNESH PATEL)**

RECOMMENDATION

It is recommended that the Planning Commission take the following actions:

1) Open Public Hearing, concerning Development Plan Review No. DPR 2025-01, Use Permit No. UP 2025-02, and Disposition and Development Agreement No. DDA 2025-01; and

2) Receive the Staff Report and consider all Public Testimony; and

3) Close the Public Hearing; and

4) Find that the City's disposition of public right-of-way is consistent with the General Plan; and

5) Adopt Resolution No. PC-2025-13, a Resolution of the Planning Commission of the City of Placentia, recommending that the City Council of the City of Placentia, California, adopt a Notice of Exemption by making the findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – Infill Development Projects) and the City of Placentia Environmental Guidelines, and recommending approval of DPR 2025-01, UP 2025-02, and authorizing the execution of a DDA 2025-01 to permit the development of an approximately 42,631-square-foot, four-story, 86-room hotel building with an overall height of approximately 63 feet, including a 24,210-square-foot subterranean and grade level parking garage with 82 spaces, enhanced landscaping and hardscape

improvements; to allow the establishment and operation of a hotel including the onsite sale and consumption of alcoholic beverages exclusively for registered hotel guests,; and to authorize the acquisition of approximately 6,358 square feet of public right-of-way city-owned property and provide relief from certain development standards within the C-2(H-65) Zoning District located at 450 S. Placentia Avenue (APN 339-442-04).

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal 3 to:

> Promote community and economic development, Objective Number 3.3. Continue to recruit and attract retail, hotel and other commercial businesses that complement adjacent City assets and attractions (Anaheim Resort District, Cal State Fullerton, OC Vibe and Angel Stadium Projects).

REQUEST:

The applicant, C Y Hospitality, LLC, requests approval of a Development Plan Review, Use Permit, and Disposition and Development Agreement, along with a General Plan Conformity finding, to allow for the development of an approximately 42,631-square-foot, four-story, 86-room hotel building with an overall height of approximately 63 feet on a 21,553-square-foot (0.49-acre) site located at 450 S. Placentia Avenue. The project includes a 24,210-square-foot subterranean and grade level parking garage providing 82 parking spaces, enhanced landscape and hardscape improvements, and associated hotel guest amenities, including second floor deck and the onsite sale and consumption of alcoholic beverages exclusively for registered hotel guests. The Disposition and Development Agreement (DDA 2025-01) will authorize the acquisition of approximately 6,358 square feet of public right-of-way/city-owned property and provide relief from certain development standards contained within Placentia Municipal Code Chapter 23.78 (Off-Street Parking) and other applicable provisions of the C-2 (Community Commercial) Zoning District with Height Overlay (H-65).

PROJECT BACKGROUND

The project site is located within a highly urbanized and developed area of the City, surrounded by existing residential, commercial, and industrial land uses. On September 12, 2017, the City of Placentia City Council approved General Plan Amendment No. GPA 2017-03 to change the General Plan Land Use designation from Industrial to Commercial and Zone Change No. ZC 2017-03 from Commercial Manufacturing (C-M) and Manufacturing (M) to Community Commercial (C-2) zoning classification for eight parcels encompassing a total area of approximately 7.3 acres located at the northeast corner of South Placentia Avenue and West Crowther Avenue. Additionally, the City proposed Zoning Code Amendment No. ZCA 2017-04 for the establishment of a Height Overlay for the project site that increased the C-2 height limitation of 35 feet to 65 feet in an effort to

attract potential hotel operators. Mitigatied Negative Declaration No. MND 2017-03 evaluated potential environmental impacts associated with the aforementioned GPA, ZC, and ZCA.

During the construction of the Placentia Avenue Grade Separation Project, which lowered South Placentia Avenue beneath the BNSF railway tracks, a remnant portion of the former Public Right-of-Way (PROW) was created adjacent to the subject property. Although the area visually appears to be part of the project site, it remains a separate City-owned portion of PROW and is not legally joined with the applicant's property. The remnant PROW has no current or foreseeable public use. As such, the City is amenable to conveying this surplus PROW to C Y Hospitality, LLC through DDA 2025-01 to facilitate the development of the proposed hotel project and to ensure appropriate site consolidation and functional design. In addition, the disposition of a portion of Industrial Way is proposed to maximize buildable area and support a more economically feasible project, consistent with the City's goals for revitalization and efficient land use along the S. Placentia Avenue corridor.

PROJECT DESCRIPTION

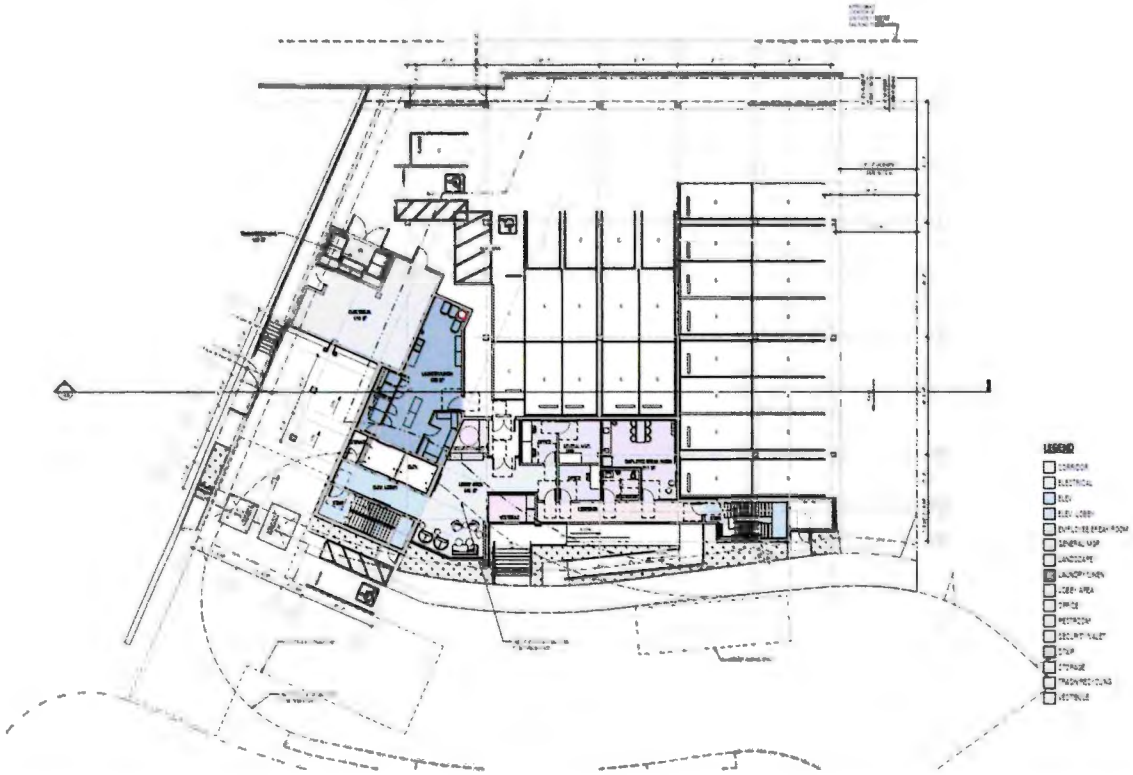
Existing Condition

The project site is an approximately 21,553-square-foot (0.49-acre) in overall land area located at 450 S. Placentia Avenue, situated east of South Placentia Avenue and north of West Crowther Avenue at the terminus of Industrial Way. The site is currently vacant and unimproved, consisting primarily of compacted soil and limited vegetation. The property is bordered by the BNSF Railway corridor to the north, light industrial uses to the south and east, and South Placentia Avenue to the west. The property includes a 20-foot-wide BNSF access easement along its eastern boundary, which connects Industrial Way to the BNSF railway right-of-way to accommodate railway maintenance and operational access. The topography of the site is generally level, with minor grade variations associated with the adjacent South Placentia Avenue undercrossing. Utilities and public improvements are available within the surrounding public right-of-way, though no existing structures, pavement, or permanent infrastructure currently exist on the site.

Site Design

The proposed four-story, 86-room hotel will be centrally located on the 21,553-square-foot project site, with the primary guest entrance oriented southward toward Industrial Way. Vehicular access will be provided via Industrial Way allowing safe ingress and egress to either the subterranean or grade level parking garage and guest drop-off area. The site has been designed to integrate efficient vehicular circulation while maintaining pedestrian connectivity between the public right-of-way and the hotel entrance. A total of 82 parking spaces are accommodated within the 24,210-square-foot subterranean and grade level garage, utilizing a combination of standard, compact, and tandem configurations as afforded through DDA 2025-01.

A 20-foot-wide BNSF access easement runs along the eastern boundary of the property, providing connection for the grade level parking garage and access between Industrial Way and the BNSF Railway right-of-way for rail maintenance access. The site design ensures that this easement remains unobstructed and accessible at all times while maintaining adequate separation from hotel operations. Landscaping and decorative hardscape will frame the hotel's perimeter, enhancing the visual transition between the public street frontage and the hotel building. ADA-accessible pedestrian pathways with distinguishable paving will extend from the public sidewalk to the main entrance.



The Placentia Fire and Life Safety Department (PFLS) has reviewed the project from a mobility and emergency access standpoint and has approved Alternative Means and Methods (AM&M) for access through the adjacent right-of-way. The Department has determined that fire apparatus access and circulation requirements are satisfied based upon the approved site design, ensuring adequate emergency response capability while preserving the functional and aesthetic integrity of the overall development.

Floor Plan

The proposed four-story, 42,631-square-foot hotel features an efficient and vertically integrated floor plan designed to maximize guest convenience and operational functionality. The basement level consists of 49 parking spaces, along with mechanical and storage areas supporting the building's infrastructure systems. The first floor contains 33 additional parking spaces, a main hotel lobby and registration area, a lounge, and

back-of-house spaces including offices, employee breakroom, laundry, electrical, and trash/recycling facilities. The primary lobby is oriented toward South Placentia Avenue, providing a direct connection for guests arriving on foot or via vehicle access from Industrial Way.

The second floor functions as the primary amenity level, featuring a breakfast/dining area, fitness center, game room, collaboration space, guest laundry, and lounge areas positioned to create an active social environment for guests. This floor also includes a limited number of guest rooms and service areas to enhance operational efficiency.

The third and fourth floors contain the majority of the 86 total guest rooms, consisting of 52 king rooms (including two accessible units) and 32 double-queen rooms (including three accessible units). Guest rooms are organized along double-loaded corridors to maximize efficiency while maintaining natural light and orientation toward the South Placentia Avenue corridor. Vertical circulation is provided by two elevator cores and multiple enclosed stairwells that connect each floor to the subterranean parking levels.

A 2,075-square-foot rooftop deck provides additional outdoor amenity space with panoramic views of the surrounding corridor, offering guests a distinctive leisure experience.

Applicable Code Section – Placentia Municipal Code

The subject property is currently zoned C-2 (Community Commercial) with a Height Overlay District (H-65) and carries an underlying General Plan land use designation of "Commercial." The proposed development is subject to the applicable development standards and permitted use requirements contained within Title 23 (Zoning Ordinance) of the Placentia Municipal Code (PMC) for properties within the C-2-H65 Zoning District. Pursuant to PMC Section 23.75.010(a), the construction of new commercial buildings requires approval of a DPR by the Planning Commission at a duly noticed public hearing. In addition, pursuant to PMC Section 23.36.040, UP is required for the establishment and operation of a hotel, including the onsite sale and consumption of alcoholic beverages for registered hotel guests.

Furthermore, consistent with California Government Code Section 65867, a Disposition and Development Agreement (DDA 2025-01) between the City of Placentia and C Y Hospitality, LLC is being processed to outline the terms and conditions of the transfer of ownership of City-owned property, including a remnant portion of Public Right-of-Way (PROW) adjacent to the project site. State law requires the Planning Commission to review the proposed DDA at a noticed public hearing and forward a recommendation for final action to the City Council of the City of Placentia.

Subject Site and Surrounding Land Uses

The table below illustrates the site and surrounding existing land uses, General Plan Land Use designation and zoning:

Location	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Vacant Unimproved Lot	Commercial	C-2-H65 (Community Commercial – Height Overlay Districts)
Proposed	Tru by Hilton Hotel: A ±42,631 sq. ft., four-story, 86-room hotel with a subterranean and grade level garage and rooftop deck, measuring approximately 63 ft. in height.	Commercial	C-2-H65

North (across BNSF railway)	Springhill Suites Marriott: An +/-69,663-square foot, five-story hotel building measuring 64 feet high.	Commercial	C-2-H65
South (across Industrial Way)	Small Scale Light Industrial Uses	Commercial	C-2-H65
East	Small Scale Light Industrial Uses	Commercial	C-2-H65
West (Across S. Placentia Avenue)	Small Industrial Buildings Commercial Shopping Center	City of Fullerton	City of Fullerton

ZONING COMPLIANCE ANALYSIS

Site Development Standards

The project site is located within the C-2-H65 (Community Commercial – Height Overlay District) and carries an underlying General Plan land use designation of "Commercial." Based on staff's analysis, the proposed Tru by Hilton hotel development substantially complies with the applicable development standards set forth in PMC Chapter 23.36 (C-2 Zoning District), including minimum setback, maximum building height, and off-street parking requirements. Certain parking configuration standards, such as compact and tandem parking within the subterranean garage, are authorized through the DDA 2025-01 to accommodate valet operations consistent with PMC Chapter 23.78 (Off-Street Parking). The following matrix provides a summary of the development's compliance with the identified standards:

Standard	Project
Height 65 ft. maximum	63 ft., excluding rooftop stairwell access.
Setbacks Front Yard Setback – 15 ft. minimum	Front: 4 ft. provided — Requested deviation per DDA 2025-01, Section 6.3.2.

S. Placentia Side Yard Setback – 15 ft. feet min. Side Yard Setback: - 0 ft. min. Rear Yard Setback - 0 ft. min.	West Side Yard: 5 ft. provided — Requested deviation per DDA 2025-01, Section 6.3.3. East Side Yard: 20 ft. provided Rear Yard: 6 ft. provided
Parking One space per sleeping room – 86 spaces	82 spaces provided — Requested deviation per DDA 2025-01, Section 6.3.4.
Lot Area and Dimensions Minimum Lot Area: 1.5 acres	21,553 sq. ft. (0.49 acres) — Requested deviation per DDA 2025-01, Section 6.3.1.
Tandem Parking Not permitted for commercial uses (PMC § 23.78.040)	Authorized tandem configurations — Requested deviation per DDA 2025-01, Section 6.3.5.

Other Departments Concerns and Requirements

The Divisions of Planning and Building and the Departments of Public Works, Police, and Fire and Life Safety have reviewed the application and supporting documentation related to the proposed Tru by Hilton hotel project. Each reviewing department provided comments during the course of project evaluation, and no major concerns were identified that would preclude approval of the development as proposed. The Fire and Life Safety Department, in conjunction with City's Traffic Engineer, reviewed the project from a mobility and emergency access standpoint and approved Alternative Means and Methods for the adjacent right-of-way, confirming that fire apparatus access and circulation requirements are satisfied. All applicable Placentia Municipal Code provisions and interdepartmental recommendations have been incorporated as Conditions of Approval within the draft Planning Commission Resolution, prepared for consideration and recommendation to the City Council.

ISSUES ANALYSIS:

CONSISTENCY WITH THE GENERAL PLAN

The General Plan features policies that promotes the reinvestment of underutilized properties while being sensitive to the suburban atmosphere and requires new developments to provide adequate improvements and pay impact fees to offset the demand costs on city services and facilities. The proposed development is consistent with the following Land Use and Economic Development policies of the General Plan:

Land Use

Policy 2.4 – Large, contiguous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City suburban atmosphere.

Policy 3.1 – 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.

Policy 3.3 – Provide incentives to encourage lot consolidation and parcel assemblage to provide expanded opportunities for coordinated development.

Policy 10.2 - 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.

Economic Development

Policy 2.1 – Attract general fund revenue-producing business into Placentia when space becomes available. Continue to work with developers to not only bring in enhanced shopping, dining and entertainment opportunities, but also to create aesthetically pleasing developments that bring new jobs to the City.

Policy 4.2 –Focus economic development efforts for growth and new businesses in heavily traveled areas, such as along major transportation corridors.

Policy 7.2 – Increase job opportunities by attracting new businesses to the City.

The proposed project is consistent with the intent of the City's Land Use and Economic Development Policies by facilitating the comprehensive development of an underutilized property within a major corridor. The project supports Land Use Policy 2.4 by transforming a large vacant parcel through a coordinated development that complements the surrounding suburban environment. It further aligns with Policies 3.1 and 3.3 by contributing to the ongoing revitalization of the City's key commercial corridors and encouraging parcel assemblage to promote cohesive site planning and efficient land utilization. In addition, the project's proximity to Cal State University Fullerton fulfills Policy 10.2 by leveraging nearby educational resources to enhance activity and investment within the corridor.

From an economic standpoint, the proposed development supports Economic Development Policies 2.1, 4.2, and 7.2 by attracting a revenue-producing business that enhances the City's commercial base, creates new employment opportunities, and contributes to the ongoing improvement of a highly visible transportation corridor. Collectively, the project will activate a previously underutilized site, stimulate local economic growth, and enhance the City's visual and fiscal landscape. In doing so, it advances the broader goals of the General Plan by ensuring compatible, high-quality development that benefits both the surrounding neighborhood and the community at large.

LAND USE COMPATIBILITY

The proposed Tru by Hilton hotel will be compatible with the surrounding area as the development will revitalize an underutilized and vacant property with a 42,631-square-foot, four-story, 86-room hotel on a 21,553-square-foot (0.49-acre) site. The project represents a high-quality infill development within an established commercial and industrial corridor that has historically been underdeveloped due to prior right-of-way constraints associated with the South Placentia Avenue Grade Separation Project. The hotel will cater to the growing market demand for modern, mid-scale lodging accommodations that are centrally located and easily accessible to regional destinations and employment centers.

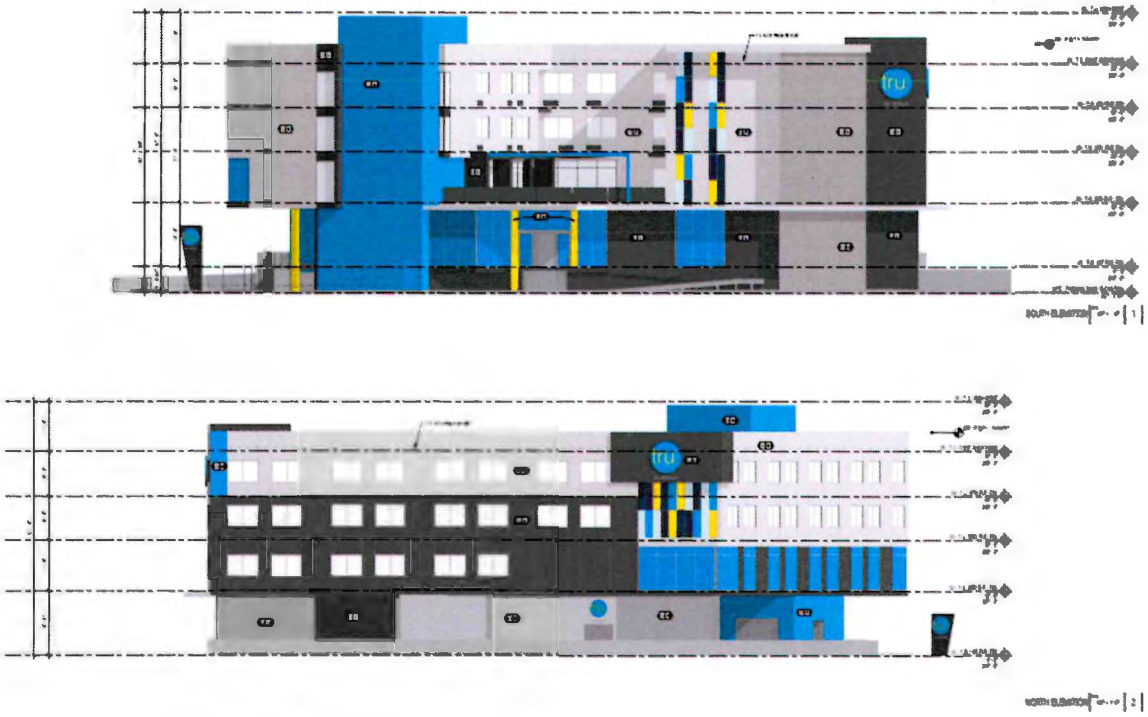
The project will provide a compatible transition between adjacent commercial and industrial uses, while contributing to the revitalization objectives for the South Placentia Avenue corridor. Its contemporary architectural design, enhanced streetscape, and functional site layout will improve the visual and economic character of the area. Based upon the proposed use, building placement, and integration with adjacent public right-of-way improvements, the project is not anticipated to result in any adverse impacts to surrounding properties and is expected to enhance corridor vitality and economic activity consistent with the City's General Plan and long-term development goals.

Architecture, Materials, and Color Palette

The proposed four-story Tru by Hilton hotel incorporates a modern geometric design theme that reflects the brand's contemporary architectural identity. The building's form emphasizes clean horizontal and vertical lines, with strategically placed façade projections and recesses that create depth, variation, and shadow along all elevations. These architectural breaks range from four to six feet in depth and extend from the base of the building to the parapet, visually reducing the overall mass and contributing to a balanced, human-scaled design along the South Placentia Avenue underpass and Industrial Way frontage.

The exterior finish palette features a combination of smooth and sand-float stucco surfaces in white, light gray, and soft neutral tones, complemented by accent panels in shades of blue and warm yellow to highlight key architectural elements and reinforce the building's geometric composition. Metal trim and fiber-cement accent panels are

integrated to define building edges, window groupings, and color transitions, enhancing the overall modern aesthetic.



Windows are positioned with slight offsets and framed by subtle reveals to create visual depth and contrast, while parapet height variations and vertical tower features accentuate key corners of the structure. The design conveys a cohesive, contemporary appearance that is consistent with the Tru by Hilton brand identity while remaining compatible with the surrounding commercial and industrial context. The combination of modern materials, bold color accents, and refined detailing will elevate the architectural quality of the South Placentia Avenue corridor and serve as a catalyst for continued reinvestment in the area.

HOUSING, COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

On Wednesday, July 23, 2025, the City Council Housing, Community, and Economic Development (HCED) Committee convened to review the proposed Tru by Hilton hotel project located at 450 South Placentia Avenue. City staff provided an in-depth presentation outlining the project's key components, including the Disposition and Development Agreement (DDA 2025-01), overall site design, vehicular circulation, and architectural features. Staff also discussed the project's relationship to surrounding land uses, the intended conveyance of surplus City-owned public right-of-way (PROW), and the requested deviations pertaining to parking configuration and setbacks.

The applicant, C Y Hospitality, LLC, addressed the Committee to describe the project's design intent, hotel brand standards, and operational approach, emphasizing how the project would serve as a modern, mid-scale lodging option that enhances the South Placentia Avenue corridor. The Committee engaged in a detailed discussion regarding site access, parking management through valet operations, and consistency with the City's broader economic-development objectives.

After reviewing the architectural plans, site circulation layout, and landscape design, the HCED expressed overall support for the project, noting that the proposal represents an appropriate and compatible reuse of a long-vacant infill site. HCED agreed that the project's design and circulation plan are functional, visually appealing, and consistent with the City's goals for corridor revitalization. As a result, HCED conveyed its favorable recommendation to the Planning Commission for consideration of the project entitlements, including the Development Plan Review, Use Permit, and Disposition and Development Agreement.

GENERAL PLAN CONFORMITY FINDING

California Government Code Section 65402 requires a finding by the Planning Commission that the disposition of property conforms to the City's General Plan. A site layout and legal boundary map for property disposition is provided for this purpose in the DDA.

The basis for making the proposed conformity finding is determining whether or not the proposed disposition of the property to the applicant is consistent with and fits into a goal or implementation policy as outlined in the adopted General Plan. The disposition of the site for the purposes of facilitating the development of a hotel project is consistent with the Land Use policies outlined within the City of Placentia General Plan.

CEQA

This project is exempt from the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that this project may have a significant adverse effect on the environment. The proposed development of a four-story, 86-room hotel on an infill site within an urbanized area is consistent with the City's General Plan and Zoning designations. Therefore, the approval of this project is exempt from the requirements of CEQA pursuant to Section 15332 (Class 32 – Infill Development Projects) of the CEQA Guidelines.

PUBLIC NOTIFICATION

Legal notice was published in the Placentia News-Times on October 30, 2025. Notices were sent to property owners of record within a 300-foot radius of the subject property, posted at the Civic Center, and on the City website on October 30, 2025. As of November 6, 2025, staff have received correspondence from an adjacent neighbor expressing

concern regarding construction staging activities, parking impacts associated with the hotel's operation, and the proposed disposition of public right-of-way, including how these factors may affect their property and the type of development being proposed. As of the release of this agenda report, City staff is continuing to correspond with the adjacent property owner and their legal counsel to address these concerns.

CONCLUSION

The proposed project aligns with the City's General Plan and the Placentia Municipal Code (PMC), meeting the City's vision for sustainable growth, economic revitalization, and urban enhancement. The General Plan serves as a blueprint for balanced development, ensuring a harmonious integration of residential, commercial, and public spaces while promoting infrastructure efficiency, environmental sustainability, and community well-being. The HCED support of the project affirms its compatibility with adjacent land uses, supporting the revitalization of an underutilized site and fostering a more dynamic and connected urban environment. The proposed hotel development will expand lodging opportunities within the City, attract tourism-related spending, and strengthen the local economy by supporting nearby businesses and creating new employment opportunities. Planned site and streetscape improvements, including pedestrian-friendly enhancements and a contemporary architectural design, will contribute positively to the visual character and long-term vitality of the surrounding area. By adhering to the development framework set forth in the General Plan and Placentia Municipal Code, the project promotes economic sustainability, and enhances the City's hospitality offerings as part of its continued urban revitalization efforts.

RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution No. PC-2025-13, recommending that the City Council of the City of Placentia approve the proposed DPR 2025-01, UP 2025-02, and DDA 2025-01 for the Tru by Hilton hotel project, making the required findings of approval.

Prepared and submitted by:

Andrew A. Gonzales
Planning Manager

Reviewed and approved by:

Joseph M. Lambert
Development Services Director

ATTACHMENTS:

1. ~~Resolution No. PC-2025-13, finding the project exempt from the requirements of CEQA, and recommending City Council approval of Development Plan Review No.~~

DPR 2025-01, Use Permit No. UP 2025-02, and Disposition and Development Agreement No. DDA 2025-01, in conjunction with the associated Conditions of Approval.

2. Draft Disposition and Development Agreement (DDA)
3. Project Plans including the Site Plan, Building Elevations, Color Renderings, Preliminary Landscape Plan
4. Colors and Materials Board
5. Categorical Exemption Justification Memorandum with Supporting Studies
6. Vicinity Map
7. Site Photographs
8. Affidavit of Mailing, Public Hearing Notice, & Radius Map with Notification List

PROJECT SUMMARY

ADDRESS: 450 S. PLACENTIA AVE.
PLACENTIA, CA 92870

ZONE: C-2-H65 COMMUNITY COMMERCIAL

APN: 339-442-04

LEGAL DESCRIPTION: LOT 6 OF TRACT NO. 5836, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 217, PAGES 22 AND 23 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LOT AREA: REQ'D MIN. LOT SIZE OF 1.5 ACRES (65,340 SQ. FT.);

PROPOSED 15,160 SQ. FT.
+ ADJACENT 6,358 SQ. FT. OWNED BY CITY OF PLACENTIA TBD
= APPROXIMATELY 21,518 SQ. FT. TOTAL ***

OCCUPANCY: HOTEL: R-1
GARAGE: S-2

SETBACKS:	REQ'D	PROPOSED
FRONT:	15'-0"	4'-0" ***
SIDES:	0'-0"	20'-0" (EAST)
		5'-0" (WEST)
REAR:	0'-0"	6'-0"

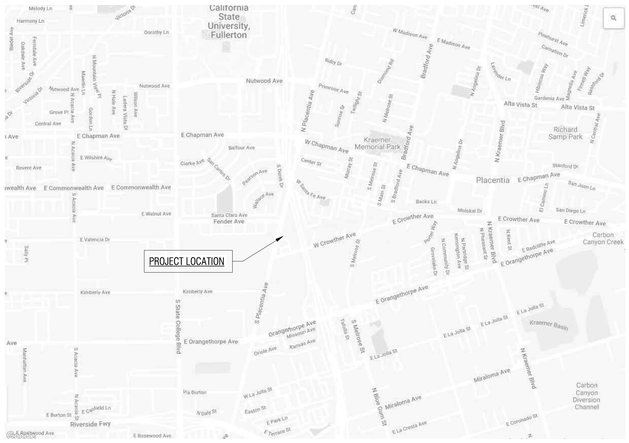
MAXIMUM HEIGHT: 65'-0" 62'-0"

REQUIRED PARKING: ONE (1) SPACE PER SLEEPING ROOM = 86
PLUS ONE (1) SPACE PER EACH 3 SEATS IN PLACES OF ASSEMBLY = N/A

CONSTRUCTION TYPE: TYPE III-A - (2ND/3RD/4TH LEVELS) OVER
TYPE I-B PODIUM - (GROUND FLOOR & BASEMENT LEVELS)

FIRE SPRINKLERS: NFPA 13

VICINITY MAP



*** DEVIATIONS WILL BE ADDRESSED THROUGH THE PROPOSED DEVELOPMENT AND DISPOSITION AGREEMENT (DDA).

FLOOR AREA (Gross Building) - HOTEL

Name	Area
R-1_1ST STORY	4,317 SF
R-1_2ND STORY	12,780 SF
R-1_3RD STORY	12,765 SF
R-1_4TH STORY	12,760 SF
Grand total	42,622 SF

FLOOR AREA (Gross Building) - PARKING

Name	Area
S-2_BASEMENT	14,237 SF
S-2_1ST STORY	9,973 SF
Grand total	24,210 SF

PARKING PROPOSED

Accessible_9' x 19' (5' Aisle)	3
Accessible_Van_9' x 19' (9' 4" Aisle)	1
Compact 8'-6" x 15'-0"	28
EV Standard 9'-6" x 19'-0"	4
Standard 9'-6" x ***	46
Grand total: 82	

35% COMPACT PARKING ALLOWED
28/82 = 34% COMPACT PARKING PROPOSED

100% OF PROPOSED PARKING IS TO BE ACCOMODATED BY VALET PARKING SERVICE ***

PARKING PER STORY

0_BASEMENT

Accessible_9' x 19' (5' Aisle)	2
Compact 8'-6" x 15'-0"	21
Standard 9'-6" x 19'-0"	26
49	

1ST STORY

Accessible_9' x 19' (5' Aisle)	1
Accessible_Van_9' x 19' (9' 4" Aisle)	1
Compact 8'-6" x 15'-0"	7
EV Standard 9'-6" x 19'-0"	4
Standard 9'-6" x 19'-0"	20
33 ***	
Grand total: 82	

GUESTROOM COUNT PER STORY

02 - T.O. 2ND FLR. FIN.

Guestroom_DOUBLE QUEEN 01	9
Guestroom_Double Queen ACCESSIBLE	1
Guestroom_KING 01	8
18	

03 - T.O. 3RD. FLR. FIN.

Guestroom_DOUBLE QUEEN 01	9
Guestroom_DOUBLE QUEEN 02	1
Guestroom_Double Queen ACCESSIBLE	1
Guestroom_KING 01	8
Guestroom_KING 02	14
Guestroom_King ACCESSIBLE	1
34	

04 - T.O. 4TH FLR. FIN.

Guestroom_DOUBLE QUEEN 01	9
Guestroom_DOUBLE QUEEN 02	1
Guestroom_Double Queen ACCESSIBLE	1
Guestroom_KING 01	8
Guestroom_KING 02	14
Guestroom_King ACCESSIBLE	1
34	

Grand total: 86

GUESTROOM COUNT PER TYPE

Guestroom_KING 01	24
Guestroom_KING 02	28
Guestroom_King ACCESSIBLE	2
54	

Guestroom_DOUBLE QUEEN 01	27
Guestroom_DOUBLE QUEEN 02	2
Guestroom_Double Queen ACCESSIBLE	3
32	

Grand total: 86

SHEET INDEX - PLANNING PACKAGE

SHEET NUMBER	SHEET NAME
ARCHITECTURAL	
D-0.00	COVER SHEET
D-1.00	SITE PLAN
D-1.01	SITE CONTEXT PLAN
D-2.00	BASEMENT FLOOR PLAN
D-2.01	TRANSFORMER FLOOR PLAN
D-2.10	1ST STORY FLOOR PLAN
D-2.11	FIRE ACCESS PLAN
D-2.20	2ND STORY FLOOR PLAN
D-2.30	3RD STORY FLOOR PLAN
D-2.40	4TH STORY FLOOR PLAN
D-2.50	ROOF PLAN
D-3.00	ELEVATIONS
D-3.01	ELEVATIONS
D-4.00	BUILDING SECTION
D-5.00	ENLARGED GUESTROOM PLANS
D-9.00	SPECIFICATIONS
16	
CIVIL	
0	SURVEY
1	TITLE SHEET
2	EROSION CONTROL PLAN
3	EROSION CONTROL DETAILS
4	ROUGH GRADING PLAN
5	ROUGH GRADING DETAILS
6	PRECISE GRADING PLAN
7	WQMP PLAN
8	WQMP DETAILS
9	UTILITY PLAN
SI1	STREET IMPROVEMENT PLANS TITLE SHEET
SI2	ROADWAY CONSTRUCTION NOTES
SI3	TYPICAL SECTIONS
SI4	ROADWAY IMPROVEMENTS
SI5	ROADWAY PROFILE
15	
LANDSCAPE	
LP-1.0	FIRST FLOOR PLANTING PLAN
LP-1.1	SECOND FLOOR PLANTING PLAN
LP-2.0	PLANTING LEGEND
LPI-1.0	FIRST FLOOR IRRIGATION PLAN
LPI-1.1	SECOND FLOOR IRRIGATION PLAN
LPI-2.0	IRRIGATION DETAILS
LPI-2.1	IRRIGATION DETAILS
7	
Total: 38	

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PLACENTIA TRU HOTEL

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NORTH
TRUE NORTH

D-0.00
COVER SHEET

Scale:
Date: 11/06/2025

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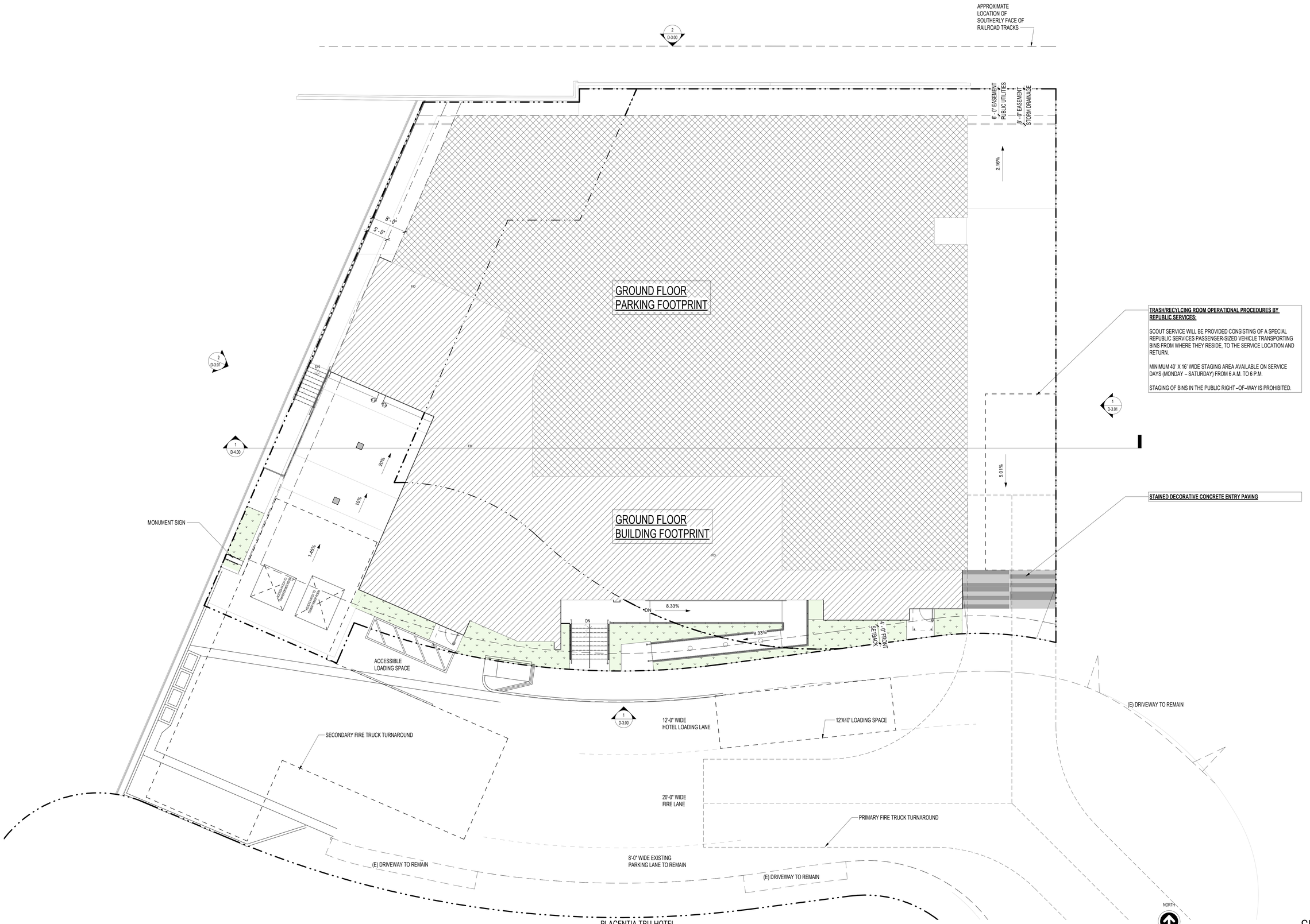

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D-1.00 SITE PLAN

Scale: 1/8" = 1'-0"
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D-1.01
SITE CONTEXT PLAN

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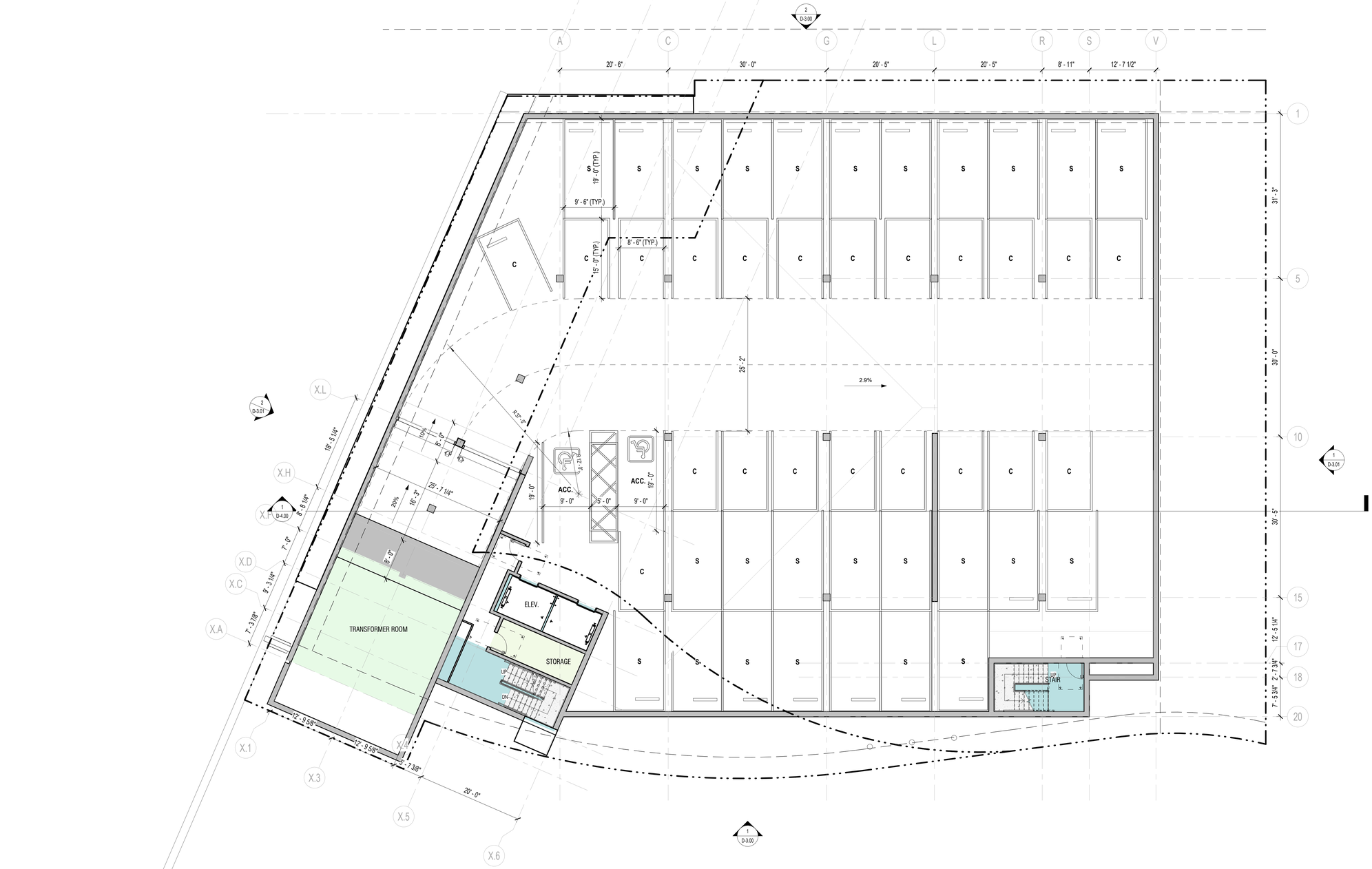

LEGEND

- ELEV.
- STAIR
- STORAGE
- TRANSFORMER ROOM

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D-2.00
BASEMENT FLOOR PLAN

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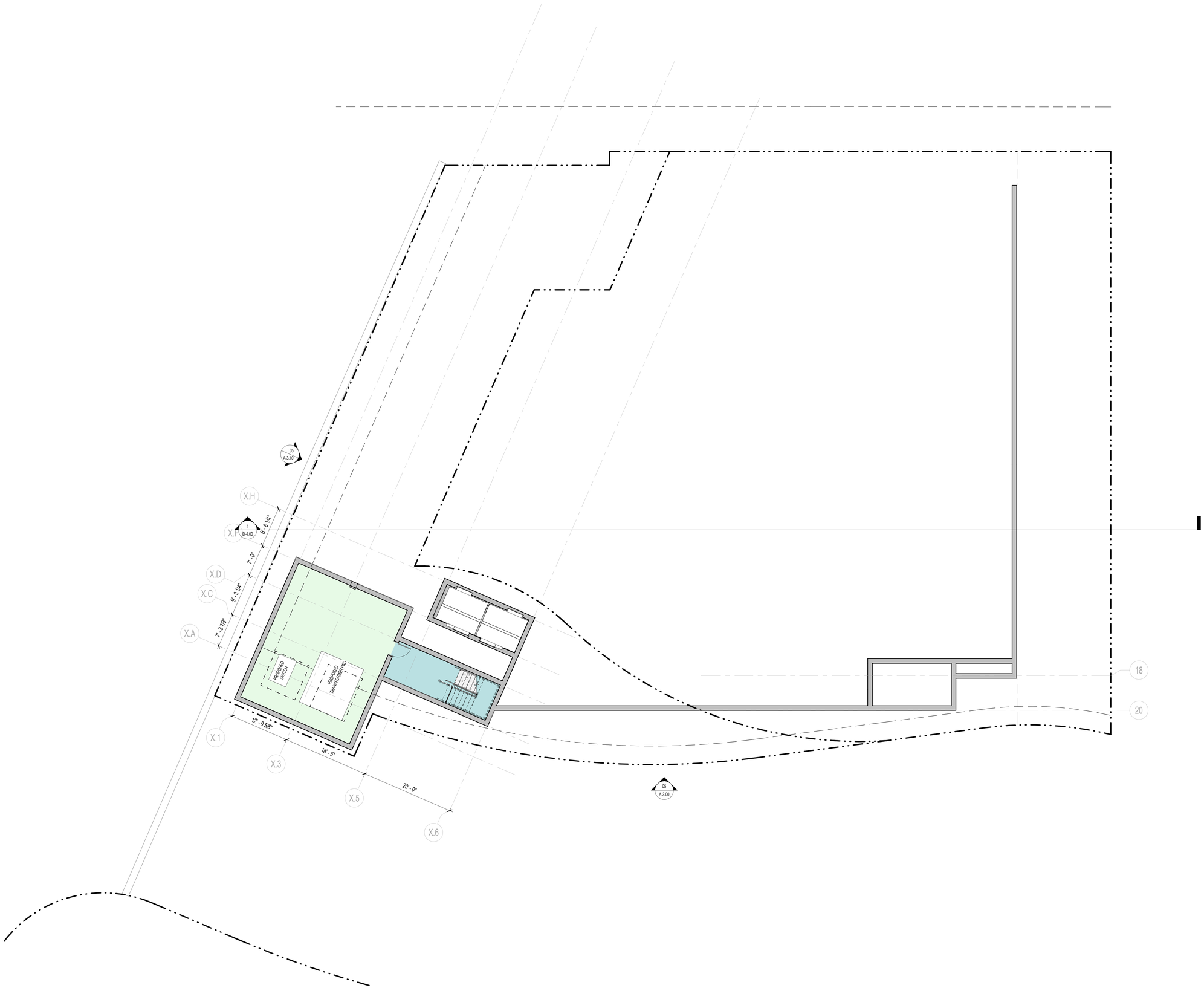

LEGEND

- STAIR
- TRANSFORMER ROOM

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D-2.01
TRANSFORMER FLOOR PLAN

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APPROXIMATE LOCATION OF SOUTHERLY FACE OF RAILROAD TRACKS

2 D-3.00

A C G L R S V

20' - 6" | 5' - 7" MIN. FIRE30' - 0"SS | 20' - 5" | 20' - 5" | 21' - 6 1/2"

6' - 0" EASEMENT PUBLIC UTILITIES

8' - 0" EASEMENT STORM DRAINAGE

1 5 10 15 17 18 19 20

20' - 0" EASEMENT
BNSF ACCESS

24' - 1"

20' - 3 1/2"

31' - 3"

30' - 0"

30' - 5"

12' - 5 1/4"

2' - 7 3/4"

7' - 5 3/4"

5.01%

TRASH/RECYCLING
157 SF

ACC.

EV

ACC. VAN

C

S

?

ELECTRICAL
609 SF

LAUNDRY/LINEN
639 SF

STORAGE

ELEV.

ELEV. LOBBY

STAIR

UP

DN

SECURITY/VALET

OFFICE

GENERAL MGR.

STORAGE

EMPLOYEE BREAK ROOM
242 SF

OFFICE

RESTROOM

ENTRY AREA
524 SF

VESTIBULE

HALL

UP

STAIR

DN

8.33%

4'-0" FRONT SETBACK

X.L X.H X.F X.D X.C X.A X.1 X.3 X.5 X.6 X.4

2 D-3.01

1 D-4.00

18' - 5 1/4"

8' - 9 1/4"

7' - 0"

9' - 3 1/4"

7' - 3 7/8"

16' - 3"

8' - 0"

20%

10%

1.48%

ACCESSIBLE PATH OF TRAVEL TO ENTRANCE

ACCESSIBLE PATH OF TRAVEL TO ENTRANCE

12' - 9 5/8"

12' - 9 5/8"

9' - 7 3/8"

20' - 0"

1 D-3.00

LINE OF (E) CUL-DE-SAC CURB TO BE DEMOLISHED

FIRE TRUCK TURNAROUND

LINE OF (E) CUL-DE-SAC CURB TO BE DEMOLISHED

12'X40' LOADING SPACE

1 D-3.01

TRASH/RECYCLING ROOM OPERATIONAL PROCEDURES BY REPUBLIC SERVICES:

SCOUT SERVICE WILL BE PROVIDED CONSISTING OF A SPECIAL REPUBLIC SERVICES PASSENGER-SIZED VEHICLE TRANSPORTING BINS FROM WHERE THEY RESIDE, TO THE SERVICE LOCATION AND RETURN.

MINIMUM 40' X 16' WIDE STAGING AREA AVAILABLE ON SERVICE DAYS (MONDAY – SATURDAY) FROM 6 A.M. TO 6 P.M.

STAGING OF BINS IN THE PUBLIC RIGHT–OF–WAY IS PROHIBITED.

STAINED DECORATIVE CONCRETE ENTRY PAVING

LEGEND

- ELECTRICAL
- ELEV.
- ELEV. LOBBY
- EMPLOYEE BREAK ROOM
- ENTRY AREA
- GENERAL MGR.
- HALL
- LANDSCAPE
- LAUNDRY/LINEN
- OFFICE
- RESTROOM
- SECURITY/VALET
- STAIR
- STORAGE
- TRASH/RECYCLING
- VESTIBULE

NORTH

TRUE NORTH

D-2.10
1ST STORY FLOOR PLAN

PLACENTIA TRU HOTEL

450 S PLACENTIA AVE.
PLACENTIA, CA 92870

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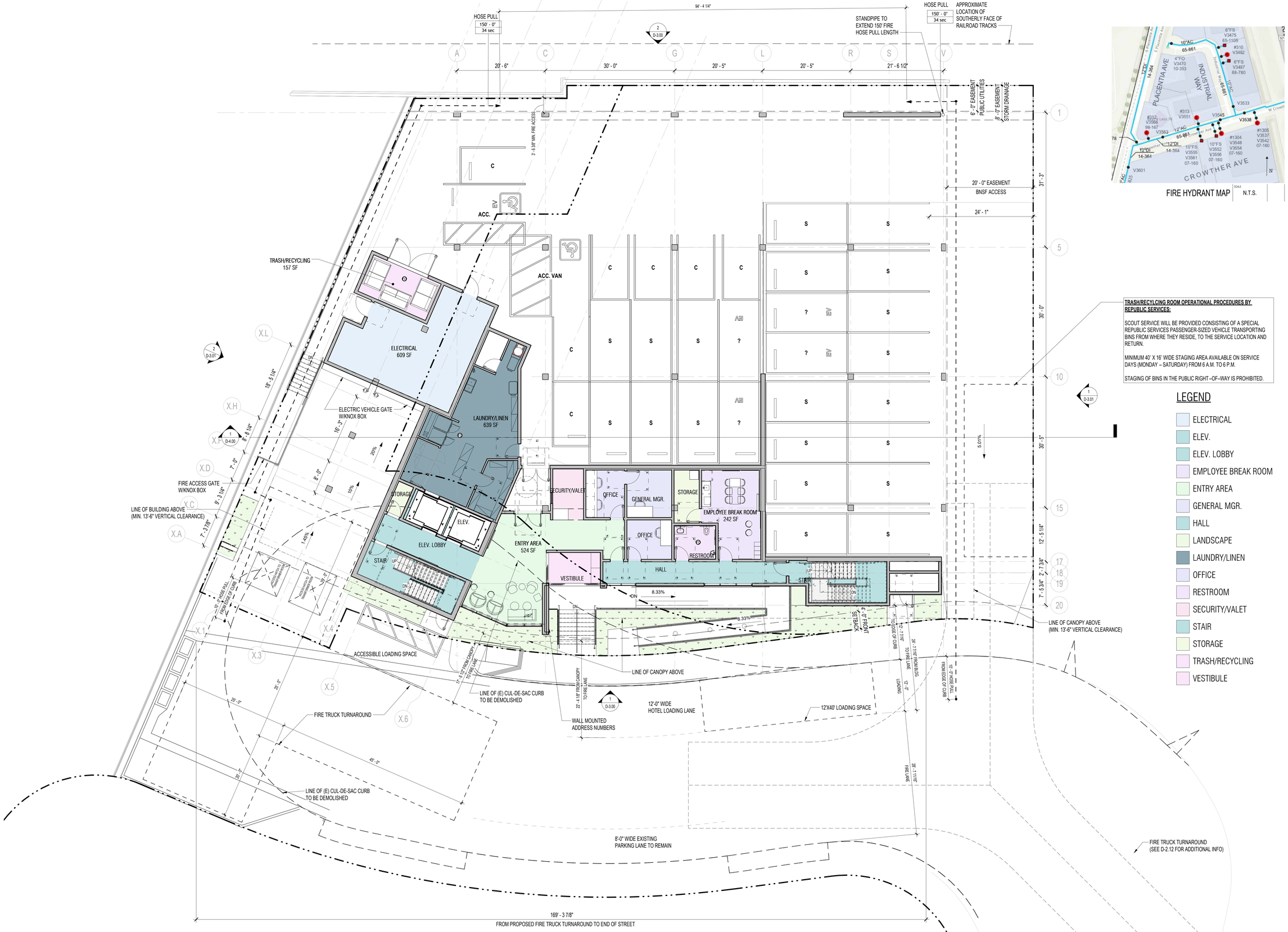

FIRE HYDRANT MAP | SCALE N.T.S.

TRASH/RECYCLING ROOM OPERATIONAL PROCEDURES BY REPUBLIC SERVICES:

SCOUT SERVICE WILL BE PROVIDED CONSISTING OF A SPECIAL REPUBLIC SERVICES PASSENGER-SIZED VEHICLE TRANSPORTING BINS FROM WHERE THEY RESIDE, TO THE SERVICE LOCATION AND RETURN.

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STAGING OF BINS IN THE PUBLIC RIGHT–OF–WAY IS PROHIBITED.

LEGEND

- ELECTRICAL
- ELEV.
- ELEV. LOBBY
- EMPLOYEE BREAK ROOM
- ENTRY AREA
- GENERAL MGR.
- HALL
- LANDSCAPE
- LAUNDRY/LINEN
- OFFICE
- RESTROOM
- SECURITY/VALET
- STAIR
- STORAGE
- TRASH/RECYCLING
- VESTIBULE

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NORTH

TRUE NORTH

D-2.11
FIRE ACCESS PLAN

Scale: As indicated
Date: 11/06/2025

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LEGEND

- BREAKFAST / DINING
- COLLAB ROOM
- CORRIDOR
- DBL QUEEN
- DBL QUEEN ACC.
- ELEV.
- ELEV. LOBBY
- FITNESS
- GAME ROOM
- GUEST LAUNDRY
- HALL
- KING
- LINEN
- LOBBY AREA
- LOUNGE
- MEP
- PANTRY
- PBX
- RESTROOM
- ROOF DECK
- STAIR
- WORK AREA

D-2.20
2ND STORY FLOOR PLAN

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NORTH
TRUE NORTH

Scale: 1/8" = 1'-0"
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LEGEND

- CORRIDOR
- DBL QUEEN
- DBL QUEEN ACC.
- ELEV.
- ELEV. LOBBY
- ICE
- KING
- KING ACC.
- LINEN
- LOUNGE
- MEP
- STAIR

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NORTH
TRUE NORTH

D-2.30
3RD STORY FLOOR PLAN

Scale: 1/8" = 1'-0"
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LEGEND

- CORRIDOR
- DBL QUEEN
- DBL QUEEN ACC.
- ELEV.
- ELEV. LOBBY
- ICE
- KING
- KING ACC.
- LINEN
- LOUNGE
- MEP
- STAIR

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NORTH

TRUE NORTH

D-2.40
4TH STORY FLOOR PLAN

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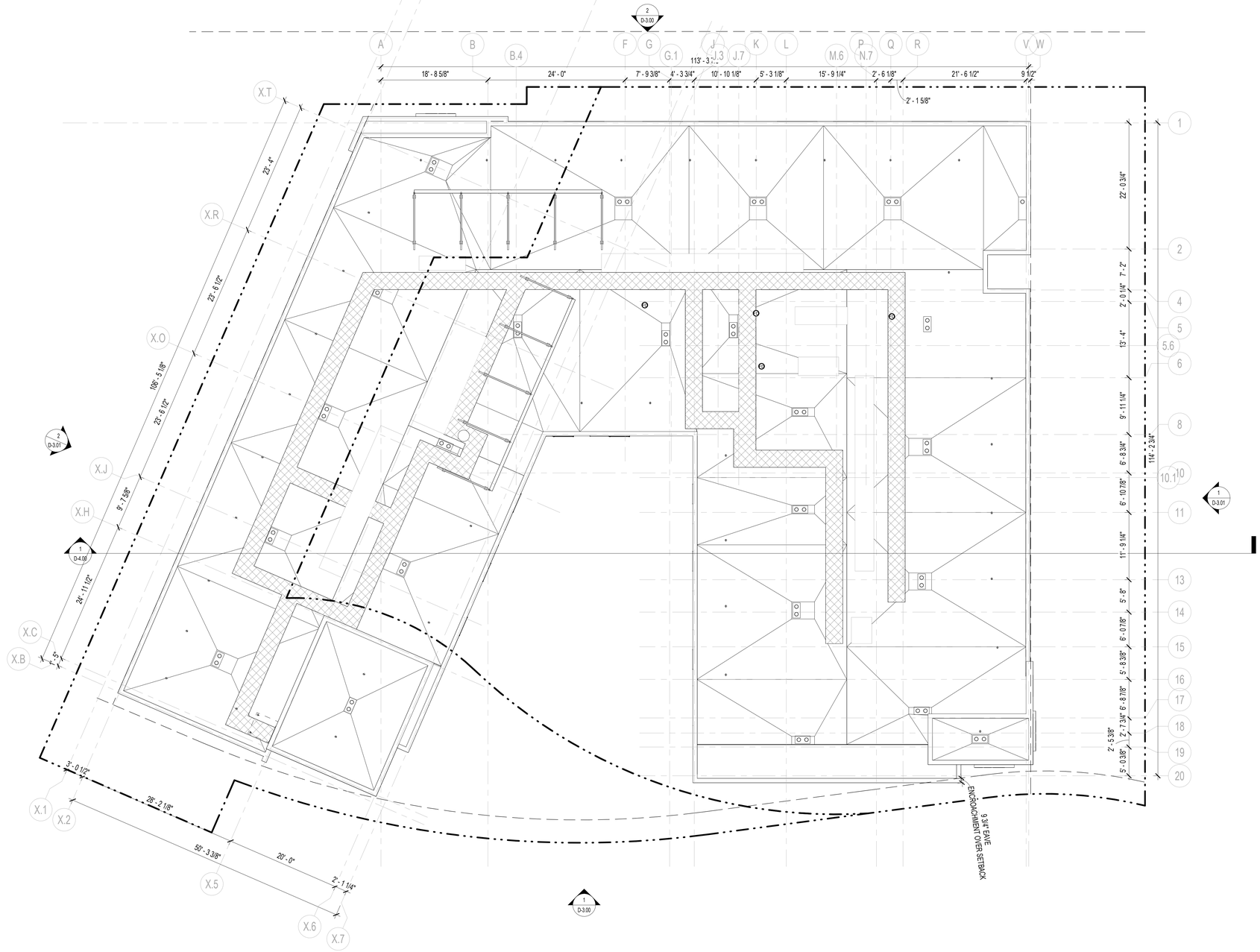

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NORTH

TRUE NORTH

D-2.50
ROOF PLAN

Scale: 1/8" = 1'-0"
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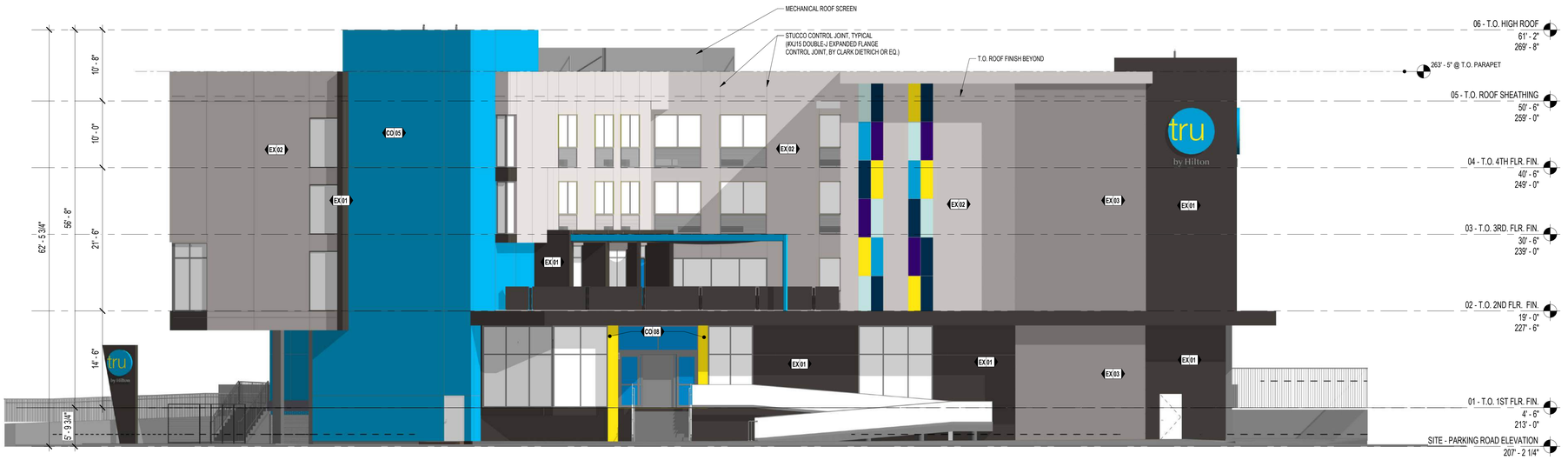
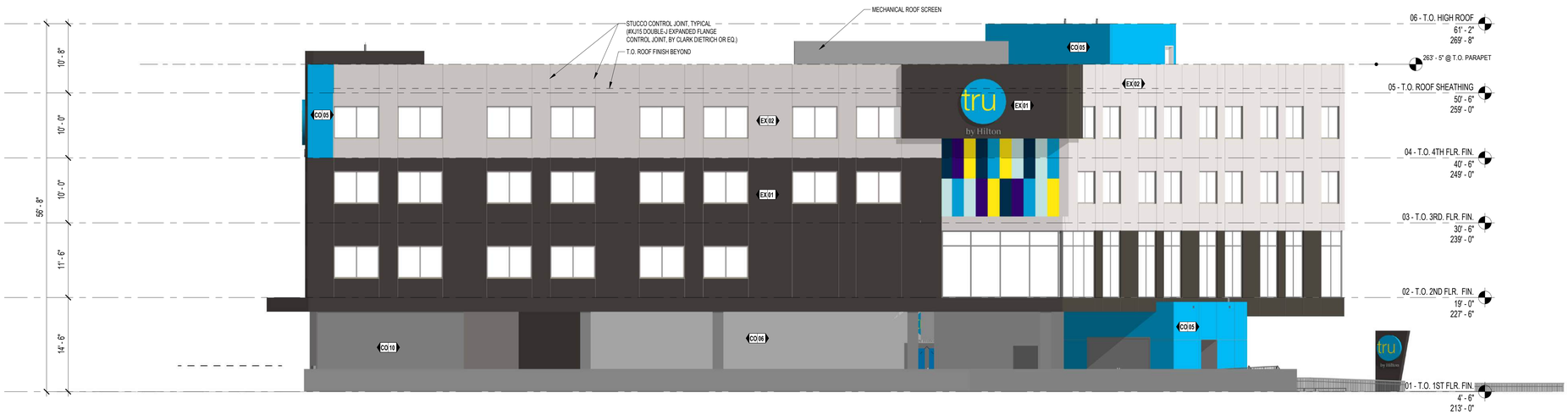


SOUTH ELEVATION | SCALE 1/8" = 1'-0" | 1



NORTH ELEVATION | SCALE 1/8" = 1'-0" | 2

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D-3.00
ELEVATIONS

Scale: 1/8" = 1'-0"
Date: 11/06/2025

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EAST ELEVATION | SCALE 1/8" = 1'-0" | 1

WEST ELEVATION | SCALE 1/8" = 1'-0" | 2

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D-3.01
ELEVATIONS

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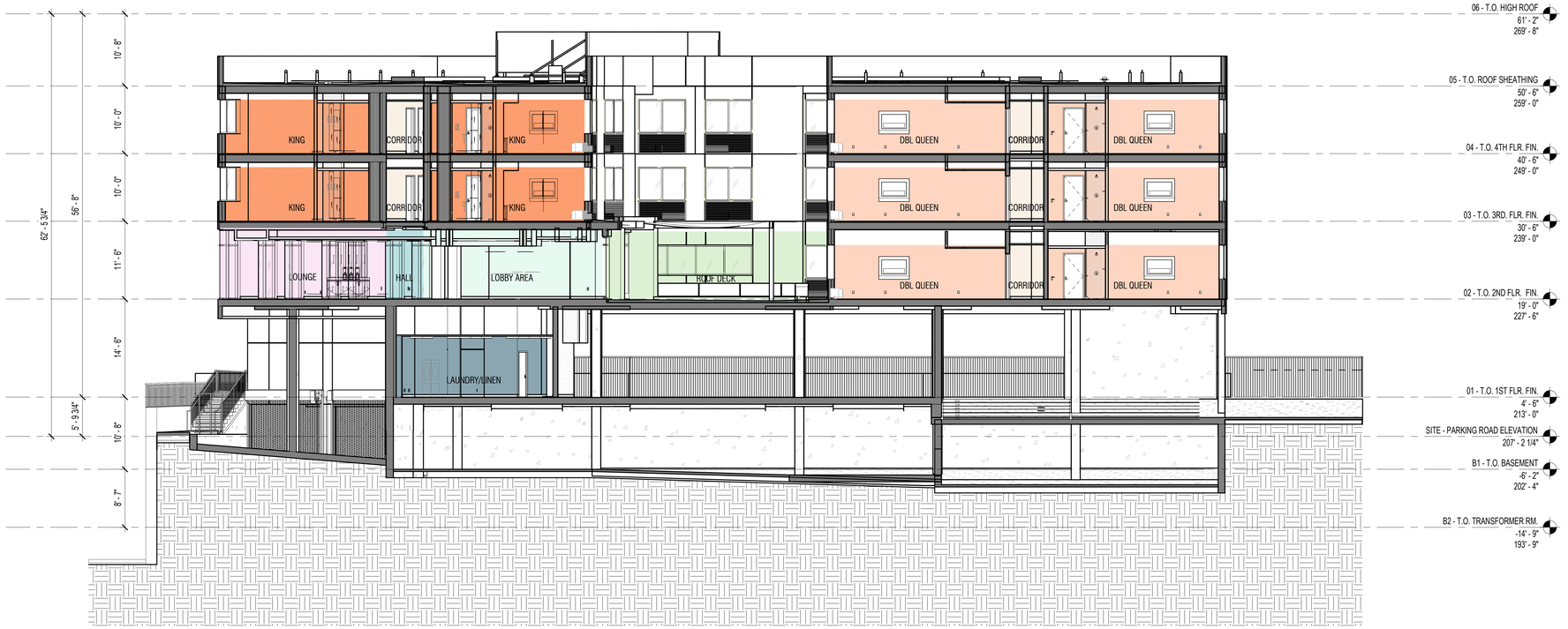

SECTION | SCALE 1/8" = 1'-0" | 1

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D-4.00
BUILDING SECTION

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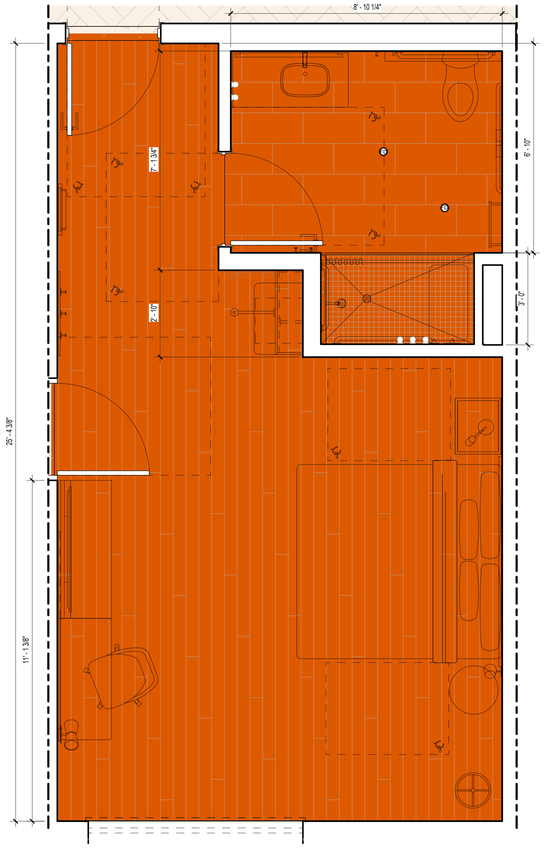
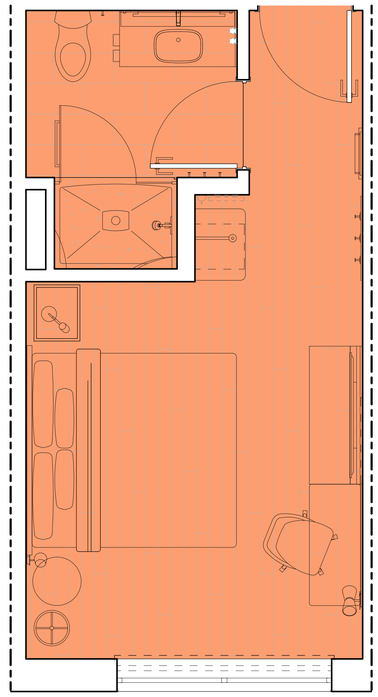
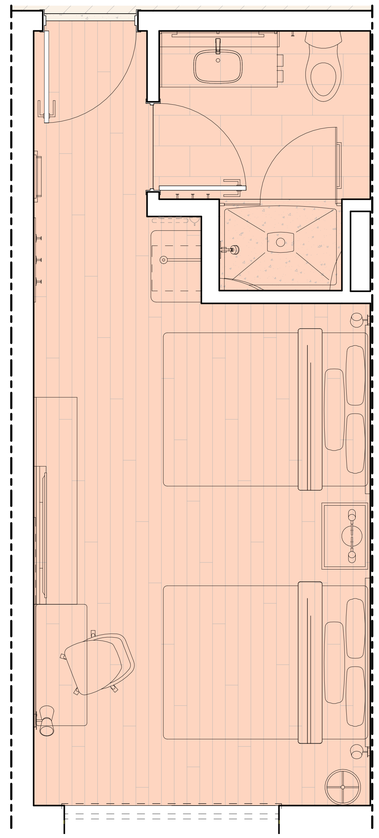


TYP. ACCESSIBLE GUEST ROOM - KING | SCALE 1/2" = 1'-0" | A



TYP. GUEST ROOM - KING | SCALE 1/2" = 1'-0" | B

TYP. ACCESSIBLE GUEST ROOM - DOUBLE QUEEN | SCALE 1/2" = 1'-0" | C



TYP. GUEST ROOM - DOUBLE QUEEN | SCALE 1/2" = 1'-0" | D

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D-5.00
ENLARGED GUESTROOM PLANS

Scale: 1/2" = 1'-0"
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arcadia

Product Standards and Guide Specifications

T500 (OPG-6000) Series

2-1/4" X 6" Captured, 2 Sided And 4 Sided Structural Silicone Glazed For 1/4", 3/8", 1/2", 1", 1-1/8" Glass

1995 CSI SECTION 08911 Glazed Aluminum Curtain Wall
2004 CSI SECTION 08 44 13 Glazed Aluminum Curtain Wall

Part 1 – General

1.01 Summary
- A. Section includes:
  1. Glazed Aluminum Curtain Wall
     a. Arcadia, Inc., T500 Series (OPG-6000); 2-1/4" x 6" Captured, 2 Sided and 4 Sided structural Silicone Glazed for 1/4", 3/8", 1/2", 1", 1-1/8" glass.
- B. Related Sections:

1.02 References
- A. American Architectural Manufacturers Association (AAMA)
- B. American Society for Testing and Materials (ASTM)
- C. Aluminum Association (AA)

1.03 System Description
- A. General: In addition to requirements shown or specified, comply with:
  1. Applicable provisions of AAMA Metal Curtain Wall Manual for design, materials, fabrication and installation of component parts.
- B. Design Requirements: Arcadia T500 Series is a self-supporting curtain wall, with pressure plate and covers attached to the tongue of back member with optional structural silicone support at verticals and horizontals. Provides for two-color capability. Provide for two color capability.
- C. Performance Requirements:
  1. Limit air leakage through assembly to 0.06 CFM/min/sq. ft. (.00023 m^3/sec^2) of wall area at 6.24 PSF (300 Pa) as measured in accordance with ASTM E283.
  2. Water Resistance: No water leakage when measured in accordance with ASTM E331 with a static test pressure of 15PSF.
  3. Dynamic Water Resistance: No water leakage, when measured in accordance with AAMA 501.1-94 with a dynamic test pressure of 15PSF.
  4. Uniform Load Deflection under ( ) psf positive and ( ) psf negative design wind pressure normal to the plane of the wall, shall not exceed L/175 of the clear span or 3/4", when tested in accordance with ASTM E 330.
  5. Uniform Load Structural at a pressure 1.5 times the design wind pressure in accordance with ASTM E 330.
  6. System shall not deflect more than 1/8" at the center point, or 1/16" at the center point of a horizontal member, once deadload points have been established.
  7. System shall accommodate expansion and contraction movement due to surface temperature differential of 180 degrees F.
  8. Condensation Resistance Factor (CRF) in accordance with AAMA 1503.1-88 shall not be less than 55.
  9. Thermal Transmittance (U-Value) in accordance with AAMA 1503.1-88 shall not be more than .65 BTU /hr/degree F/SF.
  10. Seismic testing shall conform to AAMA recommended static test method for evaluating performance of curtain walls and storefront wall systems due to horizontal displacements associated with seismic movements and building sway.
  11. Sound transmission in accordance with ASTM E 90.
  12. National Fenestration Rating Council (NFRC) specific application evaluation.

1.04 Quality Assurance
- A. Single Source Responsibility:
  1. Obtain entrances, storefronts, ribbon walls, window walls, curtain walls, window systems, and finish through one source from a single manufacturer.
- B. Provide test reports from AAMA accredited laboratories certifying the performances as specified in 1.03.

1.05 Warranty
- A. System shall be warranted against failure and/or deterioration of metals due to manufacturing process for a period of two (2) years

Part 2 – Products

2.01 Manufacturers
- A. Acceptable Manufacturers:
  1. Arcadia, Inc., 2301 E Vernon, Vernon, CA. Telephone 323/269-7300, Fax 323/269-7390.
- B. Acceptable Products:
  1. Arcadia, Inc., T500 Series (OPG-6000).

2.02 Framing Materials and Accessories
- A. Framing members, transition members, mullions, adaptors, and mounting: Extruded 6063-T6 aluminum alloy (ASTM B221 – Alloy G.S. 10a T6).
- B. Screws, fastening devices, and internal components: Aluminum, stainless steel, or zinc-plated steel in accordance with ASTM A-164. Perimeter anchors shall be aluminum or steel, providing the steel is properly isolated from aluminum.
- C. Glazing Gasket (Silicone Compatible)
  1. Compression-type design, replaceable, molded or extruded santoprene, polyvinyl chloride (PVC), or ethylene propylene diene monomer (EPDM).

2.03 Finish
- A. Finish all exposed areas of aluminum and components as indicated.
  1. An Architectural Class II or I color anodic coating conforming with AA-M12C22A34/AA-M12C22A44.
     a. Anodized finish color shall be Colormodic ___ (AB1 Light Champagne, AB2 Champagne, AB3 Light Bronze, AB4 Medium Bronze, ABS Standard Medium Bronze, AB6 Dark Bronze, AB7 Standard Dark Bronze, ABS Black)
  (or) 1. An Architectural Class II or I anodic coating conforming with AA-M12C22A31/AA-M12C22A41.
     a. Anodize finish color shall be Colormodic _____ (#11 Clear)
  (or) 1. Fluorocarbon Coating: AAMA 2605.2.
     a. Resin: 70% PVDF Kynar 500/Hylar 5000.
     b. Substrate: cleaned and pretreated with chromium phosphate.
     c. Primer: Manufacturer's standard resin base compatible coating. Dry film thickness.
        (a) Extrusion: Minimum 0.20 mil.
     d. Color Coat: 70% PVDF, dry film thickness.
        (a) Extrusion: 1.0 mil.
     e. Color: As selected by Architect.
     f. Acceptable Coatings Manufacturers:
        (a) PPG Industries, Inc.
        (b) Valspar Corporation
        (c) BASF

2.04 System Fabrication
- A. Provisions shall be made at all sealed horizontals to keep moisture accumulation to the exterior.
- B. System shall provide for two-piece horizontal framing so that all fasteners at intersection of horizontal and vertical members will be concealed.
- C. There shall be no exposed fasteners at perimeter sections.

Part 3 – Execution

3.01 Examinations
- A. Examine conditions and verify substrate conditions are acceptable for product installation.

3.02 Installation
- A. Install in accordance with approved shop drawings and manufacturers installation instructions.

3.03 Field Quality Control
- A. Test the curtain wall for water leaks in accordance with AAMA 501.2. Conduct test in the presence of the Architect. Correct deficiencies observed as a result of this test.

END OF SECTION

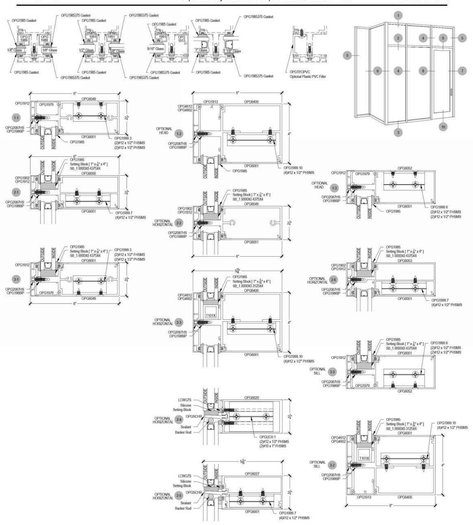
AB8 BLACK

arcadia

Offset Glazed | Side Load | Thermal

T500 (OPG6000) Series

Description:2 1/4" X 6" With 1/4" - 1 1/8" Glass
Function:Curtain Wall
Detail:Horizontals
Optional Projected Cover Cap Available | Scale:3" = 1'-0" | SHEET 1 OF 4



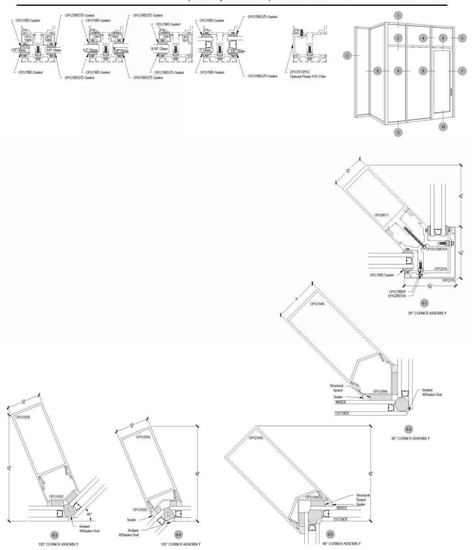
FRAMING-ARCADIA-THERMAL-OPG6000-ALL-SERIES.pdf As of: 05/06/20

arcadia

Offset Glazed | Side Load | Thermal

T500 (OPG6000) Series

Description:2 1/4" X 6" With 1/4" - 1 1/8" Glass
Function:Curtain Wall
Detail:Corners
Optional Projected Cover Cap Available | Scale:3" = 1'-0" | SHEET 3 OF 4



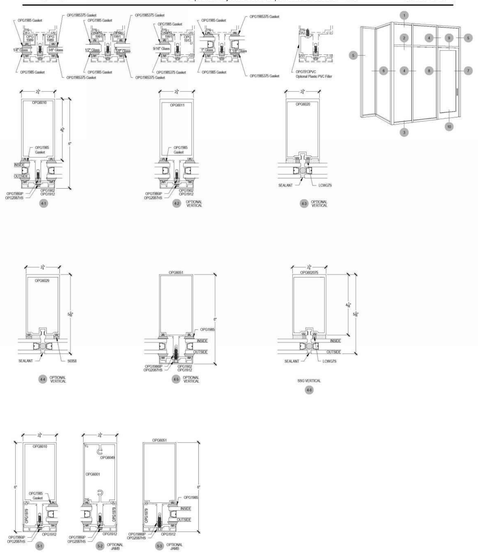
FRAMING-ARCADIA-THERMAL-OPG6000-ALL-SERIES.pdf As of: 05/06/20

arcadia

Offset Glazed | Side Load | Thermal

T500 (OPG6000) Series

Description:2 1/4" X 6" With 1/4" - 1 1/8" Glass
Function:Curtain Wall
Detail:Verticals
Optional Projected Cover Cap Available | Scale:3" = 1'-0" | SHEET 2 OF 4



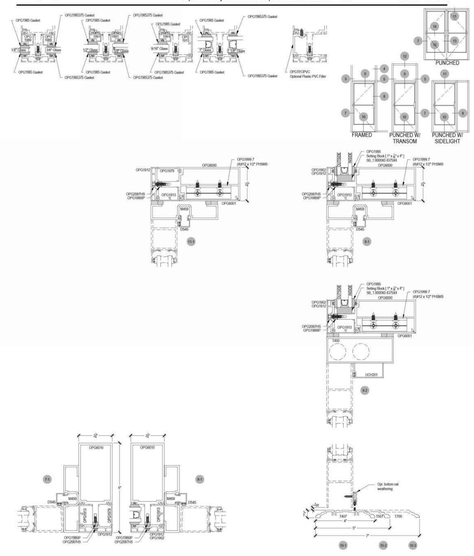
FRAMING-ARCADIA-THERMAL-OPG6000-ALL-SERIES.pdf As of: 05/06/20

arcadia

Offset Glazed | Side Load | Thermal

T500 (OPG6000) Series

Description:2 1/4" X 6" With 1/4" - 1 1/8" Glass
Function:Curtain Wall
Detail:Doors
Optional Projected Cover Cap Available | Scale:3" = 1'-0" | SHEET 4 OF 4



FRAMING-ARCADIA-THERMAL-OPG6000-ALL-SERIES.pdf As of: 05/06/20

613ST OVERCAST
Stucco CO02

TERRA NEO 207 Glacier
Stucco CO03

615ST TATTLE TALE
Stucco CO06

Pantone 7C Black
#00AAE1 CO01

Pantone PMS 317 C
#AFE3E4 CO04

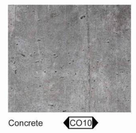
Pantone PMS Process Cyan C
#00AAE1 CO05

Pantone PMS 2955 C
#003865 CO07

Pantone PMS Process Yellow C
#F9E200 CO08

Pantone PMS 2685 C
#310070 CO09

CO01, CO04, CO05, CO07, CO08 & CO09 PANTONE COLORS REPRESENT INTEGRAL STUCCO COLORS. PHYSICAL SAMPLES OF CUSTOM COLOR STUCCO ARE NOT AVAILABLE.



Concrete CO10

HILTON TRU HOTEL
450 S. PLACENTIA AVE.
PLACENTIA, CA 92870

MAKE ARCHITECTURE
2664 LACY STREET
LOS ANGELES, CA 90031
323.669.0278
WWW.MAKEARCH.COM

PLACENTIAL TRU HOTEL

450 S PLACENTIA AVE.
PLACENTIA, CA 92870

D-9.00
SPECIFICATIONS

Scale:
Date: 04/17/2025

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Architectural Survey

LEGAL DESCRIPTION: Lot 6 of Tract No. 5836, in the City of Placentia, County of Orange, State of California, as shown on a Map recorded in Book 217, Pages 22 and 23 of Miscellaneous Maps, in the Office of the County Recorder of said County.

Except therefrom that portion thereof conveyed to the City of Placentia in Grant Deed from the Orange County Transportation Authority, a public entity, recorded January 8, 2015 as Instrument No. 2015-7442 of Official Records.

APN: 339-442-04

SITE ADDRESS: 450 S Placentia Avenue, Placentia, CA 92870

AREA: 15,160 Square Feet, 0.35 Acres

BASIS OF BEARINGS: The bearing of North 73° 32' 00"East was used on the centerline of Crowther Avenue per Tract No. 5836, Map Book 217, pages 22 and 23.

BENCH MARK: The elevation of 208.65 on found spike and tin, "DEA Control", per RS 2015-1060, map book 278, page 38, was used for this survey.

TITLE REPORT: Easements shown hereon were plotted from documents referred to in the title report dated May 29, 2019 by Lawyers Title Company, order no. 02-1283-SR.

EASEMENTS:

ITEM #2 For storm drainage, recorded in Book 841, Page 270 O.R.

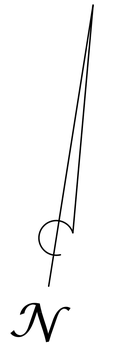
ITEM #4 For poles and conduits, recorded in Book 7782, Page 767 O.R.

ITEM #5 For public utilities, recorded as Instrument No. 2010-3056642 O.R.

ITEM #6 For public utilities, recorded as Instrument No. 2015-7443

ITEM #7 For railway maintenance, recorded as Instrument No. 2017-310170

DATE OF FIELD SURVEY: July 20, 2023

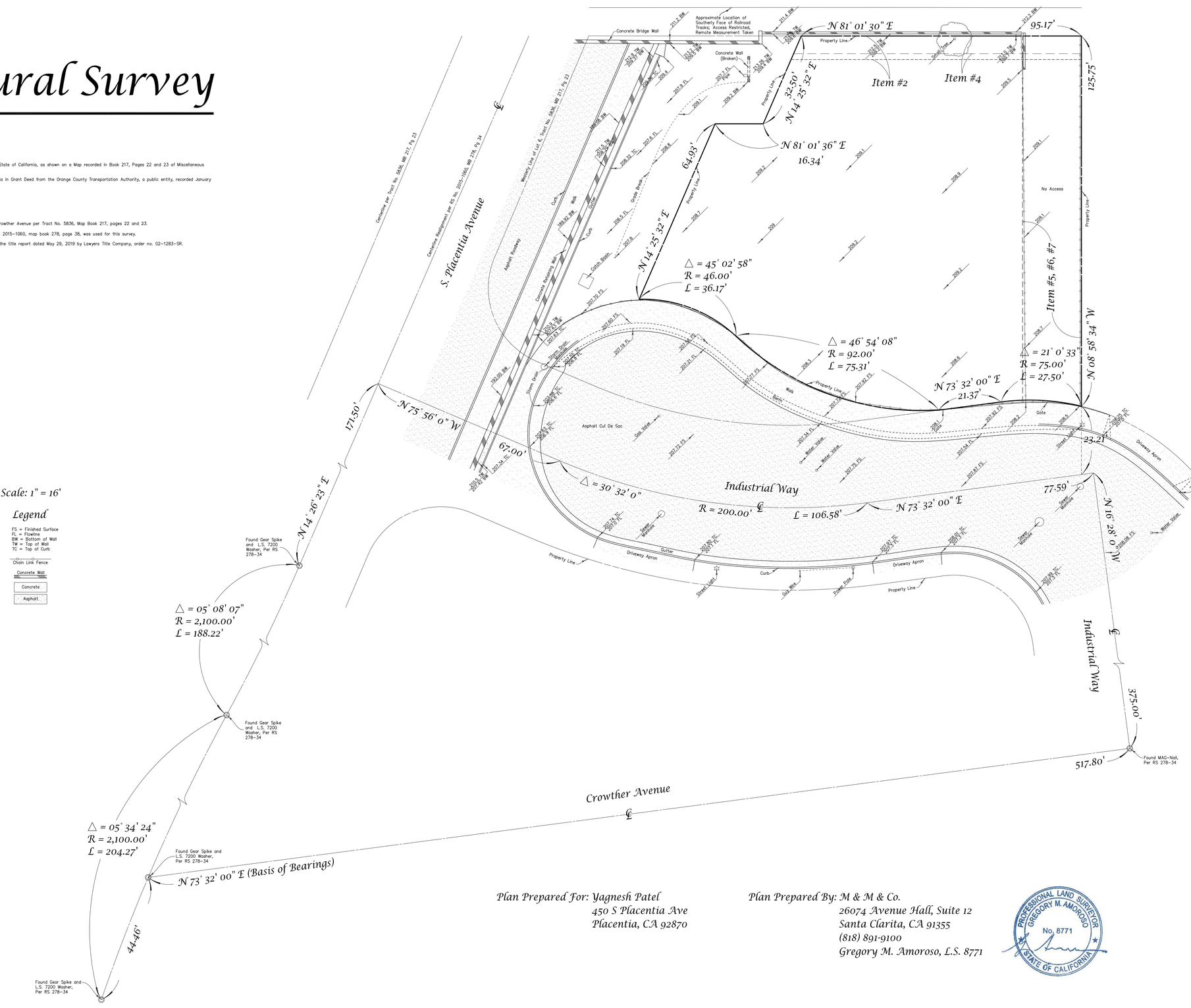


Scale: 1" = 16'

Legend

FS = Finished Surface
FL = Flowline
BW = Bottom of Wall
TW = Top of Wall
TC = Top of Curb

Chain Link Fence
Concrete Wall
Concrete
Asphalt



Plan Prepared For: Yagnesh Patel
450 S Placentia Ave
Placentia, CA 92870

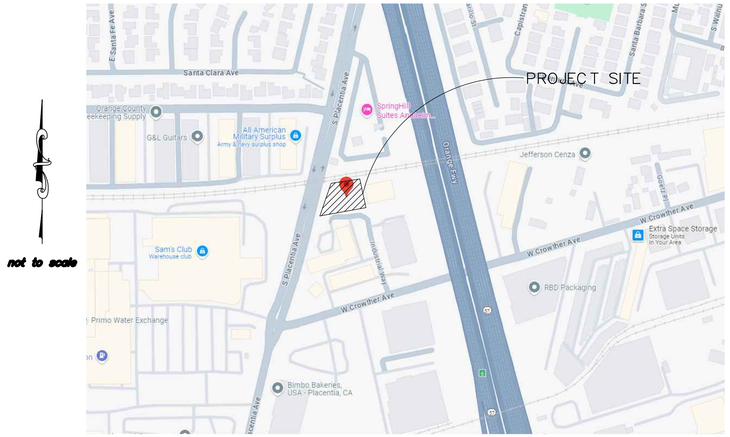
Plan Prepared By: M & M & Co.
26074 Avenue Hall, Suite 12
Santa Clarita, CA 91355
(818) 891-9100
Gregory M. Amoroso, L.S. 8771

PROFESSIONAL LAND SURVEYOR
GREGORY M. AMOROSO
No. 8771
STATE OF CALIFORNIA

GENERAL NOTES

1. WORK SHALL CONFORM TO THE CITY OF PLACENTIA STANDARD PLANS AND THE APWA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK, CURRENT EDITION). THE STANDARD PLANS AND SPECIFICATIONS SHALL BE CONSIDERED A PART OF THE IMPROVEMENT PLANS AND CONTRACTORS SHALL HAVE THEM ON THE JOB SITE AT THE TIME OF CONSTRUCTION.
2. CONTRACTORS AND SUBCONTRACTORS SHALL OBTAIN APPROPRIATE PERMITS AND LICENSES FROM THE CITY OF PLACENTIA AND OTHER GOVERNING JURISDICTIONS PRIOR TO ANY CONSTRUCTION OR EXCAVATION IN EXISTING RIGHT-OF-WAYS OR EASEMENTS.
3. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER'S OFFICE AT LEAST ONE FULL WORKDAY PRIOR TO START OF ANY CONSTRUCTION.
4. PRIOR TO ANY EXCAVATION, THE DEVELOPER IS RESPONSIBLE FOR CONTACTING ALL UTILITY AND AFFECTED OIL COMPANIES IN ADDITION TO THE UNDERGROUND SERVICES ALERT (1-800-422-4133) AT LEAST 48 HOURS IN ADVANCE OF ANY WORK TO BE PERFORMED.
5. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, BUT NO GUARANTEE IS MADE THAT ALL SUBSTRUCTURES ARE SHOWN OR THAT THE LOCATIONS SHOWN ARE EXACT. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITY LINES INCLUDING THOSE NOT OF RECORD OR NOT SHOWN.
6. ALL UTILITIES SHALL BE INSTALLED PER PERMITS ISSUED FOR SUCH WORK. AS-BUILT PLANS SHALL BE SUBMITTED TO THE CITY ENGINEER'S OFFICE UPON COMPLETION OF WORK.
7. COMPACTION TESTS ARE REQUIRED ON ALL STREETS AND TRENCH CONSTRUCTION (SUBGRADE 90% AND SUB-BASE 95% RELATIVE COMPACTION).
8. UTILITY TRENCH BACKFILL COMPACTION SHALL BE VERIFIED PRIOR TO STREET PAVING.
9. STREET STRUCTURAL SECTIONS SHALL BE DETERMINED BY "R" VALUES PROVIDED BY THE SUB-DIVIDER'S SOILS ENGINEER AFTER ROUGH GRADING STRUCTURAL SECTIONS WILL BE COMPUTED BY THE CITY ENGINEER.
10. PRIME COAT SC-70 SHALL BE APPLIED APPROXIMATELY 12 HOURS PRIOR TO ASPHALT PAVING OPERATIONS.
11. SEAL COAT SS-1 SHALL BE APPLIED TO FINISH ASPHALT SURFACE. APPLICATIONS TO BE A RATE OF 0.10 GALLONS PER SQUARE YARD. SEAL COAT WILL BE APPLIED AT SUCH TIME AS DETERMINED BY THE CITY ENGINEER.
12. CONCRETE SHALL BE A MINIMUM 5-1/2 SACK MIX UNLESS OTHERWISE NOTED IN APPROVED PLANS OR SPECIFICATIONS.
13. ELEVATIONS SHALL BE BASED ON ORANGE COUNTY SURVEYOR'S BENCHMARK.
14. MONUMENTS SHALL BE SET AND TIES SUBMITTED TO THE CITY ENGINEER'S OFFICE PRIOR TO ACCEPTANCE OF IMPROVEMENTS. TIES AND NOTES SHALL BE LINKED ON ORANGE COUNTY SURVEY PAPER.
15. TRAFFIC CONTROL AND SAFETY SHALL BE MAINTAINED PER "STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MANUAL OF WARNING SIGNS, LIGHTS, AND DEVICES FOR USE IN WORK ON HIGHWAYS." BARRICADES, WARNING SIGNS, TRAFFIC SIGNS, OR OTHER TRAFFIC CONTROL DEVICES WILL NOT BE REMOVED OR RELOCATED WITHOUT THE APPROVAL OF THE CITY ENGINEER OR HIS REPRESENTATIVE. THE CONTRACTOR WILL NOTIFY THE CITY INSPECTOR IN ADVANCE OF WHEN SUCH REMOVAL OR RELOCATION WILL TAKE PLACE. APPROPRIATE TEMPORARY, BARRICADES, SIGNS, ETC WILL BE INSTALLED TO THE SATISFACTION OF THE CITY ENGINEER.
16. ALL SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED IN PLACE. ANY DISTURBED OR COVERED MONUMENTS SHALL BE RESET BY THE REGISTERED LICENSED CIVIL ENGINEER AT THE DIRECTION OF THE CITY ENGINEER.

STREET IMPROVEMENT PLANS
FOR
PLACENTIA HOTEL
CITY OF PLACENTIA



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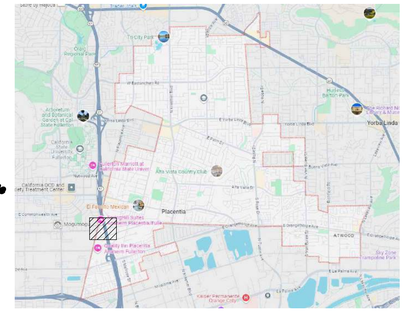
INDEX MAP

VICINITY MAP



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LEGEND:

ABBREVIATIONS:

A.B.	–AGGREGATE BASE	L.S.	–LANDSCAPING
A.C.	–ASPHALT CONCRETE	L.P.	–LOW POINT
ARCH.	–ARCHITECTURAL	M.H.	–MANHOLE
B..R.	–BEGIN OF CURB RETURN	N.G.	–NATURAL GAS
B.W.	–BACK OF WALK	P.V.C.	–POLYVINYLCHLORIDE
B.O.P.	–BOTTOM OF PIPE	P.P.	–POWER POLE
B.O.W.	–BOTTOM OF WALL	R	–PROPERTY LINE
BLDG	–BUILDING	PKWY DRAIN	–PARKWAY DRAIN
C.L.F.	–CHAIN LINK FENCE	R/W	–RIGHT OF WAY
C.I.P.	–CAST IRON PIPE	R	–RATE OF GRADE
C.B.	–CATCH BASIN	R.D.	–ROOF DRAIN
C/L	–CENTERLINE	R.C.P.	–REINFORCED CONCRETE PIPE
C.F.	–CURB FACE	ST. LT.	–STREET LIGHT
CONC.	–CONCRETE	S =	–SLOPE
E.C.R.	–END OF CURB RETURN	S.D.	–STORM DRAIN
(0.00)	–EXISTING ELEVATION	S.F.	–SQUARE FEET
E.P.	–EDGE OF PAVEMENT	S.W.	–STEM WALL
EXIST.	–EXISTING	T.C.	–TOP OF CURB
F.H.	–FIRE HYDRANT	T.S.	–TOP OF CONCRETE SLAB
F.G.	–FINISH GRADE	T.O.P.	–TOP OF PIPE
F.S.	–FINISH SURFACE	T.F.	–TOP OF FOOTING
F.L.	–FLOW LINE	T.W.	–TOP OF WALL
G.B.	–GRADE BREAK	T.R.	–TOP OF RAIL
H.C.	–HANDICAP	T.G.	–TOP OF GRATE
H=	–HEIGHT OF RETAINING	TOP	–TOP OF SLOPE
H.P.	–HIGH POINT	TOE	–TOE OF SLOPE
INV.	–INVERT	T.B.	–TOP OF BERM

SHEET INDEX

SHT NO.	TITLE
1	TITLE SHEET
2	ROADWAY CONSTRUCTION NOTES
3	TYPICAL SECTIONS
4	ROADWAY IMPROVEMENTS
5	ROADWAY PROFILE

PAVEMENT LEGEND

- CONSTRUCT NEW ASPHALT PAVEMENT
- CONSTRUCT NEW PCC SIDEWALK
- GRIND AND OVERLAY
- CONSTRUCT PCC IMPROVEMENTS
- REMOVE EXISTING AC PAVEMENT

UTILITY COMPANIES EMERGENCY NUMBERS

ORANGE COUNTY SURVEYOR BENCHMARK NO.

THE ELEVATION OF 208.65 ON FOUND SPIKE AND TIN, "DEA CONTROL", PER RS 2015-1060, MAP BOOK 278, PAGE 38 WAS USED FOR THIS SURVEY.

PREPARED BY:

DESIGN ENGINEER

REGISTERED PROFESSIONAL ENGINEER
FRANCIS JOSEPH LAROCCA
No. C75121
Exp. 12/31/2025
CIVIL
STATE OF CALIFORNIA

SIGN DATE 10/09/2025

		E.O.R.	REVISION		REFERENCES	
DATE	OWN BY.	NO.	DESCRIPTION	APP'D DATE	BENCH MARK: (SEE AT LEFT)	STANDARD PLANS:
						UTILITY PLANS:
						SEWER PLANS:

Prepared under the supervision of DATE

FRANK LAROCCA
R.C.E. No. C75121

Drawn by: WT

Checked by: WS

Recommended

APPROVED

CITY ENGINEER R.C.E. #C82756

STREET IMPROVEMENT PLANS

PLACENTIA HOTEL

450 S. PLACENTIA AVE.
PLACENTIA, CA 82870

TITLE SHEET

CITY OF PLACENTIA

DRAWING NO.

SHEET 1 OF 4

ROADWAY GENERAL NOTES

1. SELECT FILL MATERIAL SHALL HAVE A MINIMUM R-VALUE OF 40.
2. SEE U SHEETS FOR GENERAL DISPOSITION OF UTILITIES WITHIN PROJECT AREA.
3. SEE SD SHEETS FOR STORM DRAIN DETAILS.
4. SEE S AND SF SHEETS FOR SEWER DETAILS.
5. SEE WF AND WG SHEETS FOR WATER DETAILS.
6. SEE L SHEETS FOR LANDSCAPE AND IRRIGATION DETAILS.
7. SEE SL SHEETS FOR STREET LIGHTING DETAILS.
8. SEE SS SHEETS FOR SIGNING AND PAVEMENT DELINEATION DETAILS.
9. SEE TS SHEETS FOR TRAFFIC SIGNAL DETAILS.
10. SEE GRP, SPP, FPP, AND FSP SHEETS FOR RAILROAD DETAILS.
11. CONCRETE REMOVAL AND REPLACEMENT (R&R) FOR CURB, GUTTER CROSS GUTTER AND SIDEWALK SHALL BE FROM JOINT TO JOINT.
12. SIDEWALK SHALL BE CONSTRUCTED WITH A 2% CROSS SLOPE TOWARD THE ADJACENT CURB AND GUTTER. CROSS SLOPES OF LESS THAN 2% ARE AS NOTED ON PLANS.
13. DIMENSIONS SHOWN ON ROADWAY PLANS TO CURB OR CURB AND GUTTER ARE TO TOP FACE OF CURB UNLESS OTHERWISE NOTED.
14. FOR COMPLETE RIGHT OF WAY AND ACCURATE ACCESS DATA, SEE RIGHT OF WAY RECORD MAPS AT COUNTY.
15. CONTRACTOR SHALL COORDINATE WORK OF ALL TRADES SO AS TO AVOID UNNECESSARY DELAYS OR INTERFERENCES.

LEGEND

- RETAINING WALL
- CITY LIMIT
- CONSTRUCTION LIMITS
- TF — TF — TEMPORARY 6' CHAIN LINK FENCE
- TF — TEMPORARY CHAIN LINK FENCE ON TEMPORARY RAILING (TYPE K)
- PROPOSED 6' CHAIN LINK FENCE
- PROPOSED R/W
- PROPOSED ESMT (TYPE SHOWN ON PLAN)
- TEMPORARY ESMT (TYPE SHOWN ON PLAN)
- Δ — DELTA
- (XX') — EXISTING DIMENSION
- (XXX.XX) — EXISTING ELEVATION
- HARDSCAPE AREA
- EXISTING SCE POWER POLE TO BE PROTECTED IN PLACE
- BLACK TRUNCATED DOMES
- CONCRETE BOLLARD (TYPE SHOWN ON PLAN)

ABBREVIATIONS

∠ PT	ANGLE POINT
APN	ASSESSOR'S PARCEL NUMBER
BG	BACK OF GUTTER
BW	BACK OF WALK
CTSP	CALTRANS STANDARD PLANS (2006 EDITION)
E'LY	EASTERLY
EP	EDGE OF PAVEMENT
ESMT	EASEMENT
EX. R/W	EXISTING RIGHT OF WAY
EXIST	EXISTING
I&E	INGRESS AND EGRESS
LT	LEFT
MTO2	REALIGNED MAIN TRACK 2
N'LY	NORTHERLY
OCFCD	ORANGE COUNTY FLOOD CONTROL DISTRICT
OC RDMD	STANDARD PLANS FOR ORANGE COUNTY (2006 EDITION)
PA	PLANTING AREA
PCC	PORTLAND CEMENT CONCRETE
PP	POWER POLE
PROP	PROPOSED
PT	POINT
PWSP	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (2009 EDITION)
RT	RIGHT
SCE	SOUTHERN CALIFORNIA EDISON
STA	STATION
S'LY	SOUTHERLY
S/W	SIDEWALK
T	TANGENT
TCL	TEMPORARY CONSTRUCTION LICENSE
W'LY	WESTERLY
WPJ	WEAKENED PLANE JOINT

NOTE: ABBREVIATIONS USED ON PLANS FOLLOW CALTRANS STANDARD ACRONYMS AND ABBREVIATIONS AS LISTED IN STANDARD PLANS A10A AND A10B. ALL OTHER ABBREVIATIONS ARE LISTED ABOVE.

ROADWAY CONSTRUCTION NOTES

1. CONSTRUCT PCC SIDEWALK PER APWA STD. PLAN NO. 112-2 AND OC PUBLIC WORKS STD. PLAN 112-2-OC.
2. INSTALL DRIVEWAY PER APWA STD. PLAN NO. 110-2.
3. INSTALL CURB PER APWA STD. PLAN NO. 120-3 AND OC PUBLIC WORKS STD. PLAN 120-2-OC.
4. INSTALL CURB AND GUTTER PER APWA STD. PLAN NO. 120-3 AND OC PUBLIC WORKS STD. PLAN 120-2-OC.
5. INSTALL CURB RAMP PER APWA STD. PLAN NO. 111-5, CASE D TYPE 2.
6. INSTALL MISCELLANEOUS ASPHALT PAVEMENT PER APWA STD. PLAN NO. 133-4 AND OC PUBLIC WORKS STD. PLAN 133-3-OC.
7. INSTALL LONGITUDINAL GUTTER PER APWA STD. PLAN NO. 122-2 AND OC PUBLIC WORKS STD. PLAN 122.2-OC.
8. EXCAVATE TO THE BOTTOM OF 24" SUBGRADE AND BACKFILL WITH 24" IMPORTED BORROW (SELECT FILL) MATERIAL.
7. CONSTRUCT PARKWAY CULVERT PER APWA STD. PLAN 150-3.

ROADWAY REMOVAL NOTES

1. REMOVE CONCRETE.
2. REMOVE ASPHALT CONCRETE PAVING (6" Max).
3. REMOVE CONCRETE CURB OR CURB AND GUTTER.
4. REMOVE FENCE.
5. REMOVE STRUCTURE BY OTHERS PRIOR TO START OF CONSTRUCTION (FOR INFORMATION ONLY).
6. REMOVE PORTION OF STRUCTURE BY OTHERS PRIOR TO START OF CONSTRUCTION (FOR INFORMATION ONLY).
7. REMOVE PORTION OF MASONRY WALL.
8. REMOVE FIRE HYDRANT.
9. SALVAGE EXIST SIGN.
10. PROTECT IN PLACE (TYPE SHOWN ON PLAN).

ROADWAY REMOVAL LEGEND

- EXIST SIDEWALK TO BE REMOVED
- EXIST CROSS GUTTER TO BE REMOVED
- EXIST STRUCTURE TO BE REMOVED
- EXIST ASPHALT PAVING TO BE REMOVED
- EXIST CURB TO BE REMOVED
- EXIST CHAIN LINK FENCE TO BE REMOVED
- EXIST WALL TO BE REMOVED
- CONSTRUCTION LIMIT
- EXIST TREE TO BE PROTECTED IN PLACE

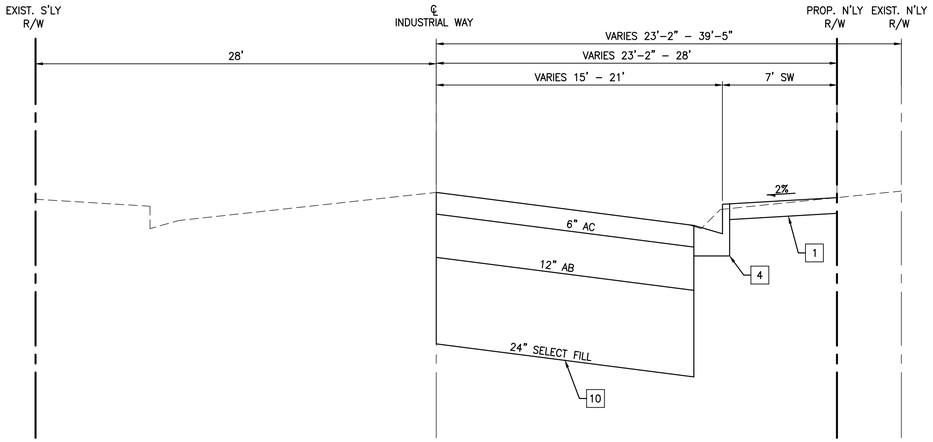
		E.O.R.	REVISION		REFERENCES	
DATE	OWN BY.	NO.	DESCRIPTION	APP'D DATE	BENCH MARK: (SEE AT LEFT)	STANDARD PLANS:
						UTILITY PLANS:
						SEWER PLANS:

Prepared under the supervision of FRANK LAROCCA DATE
R.C.E. No. C75121
Drawn by: WT
Checked by: WS
Recommended
APPROVED
CITY ENGINEER R.C.E. #C82756

STREET IMPROVEMENT PLANS
PLACENTIA HOTEL
450 S. PLACENTIA AVE.
PLACENTIA, CA 82870
ROADWAY CONSTRUCTION NOTES
CITY OF PLACENTIA

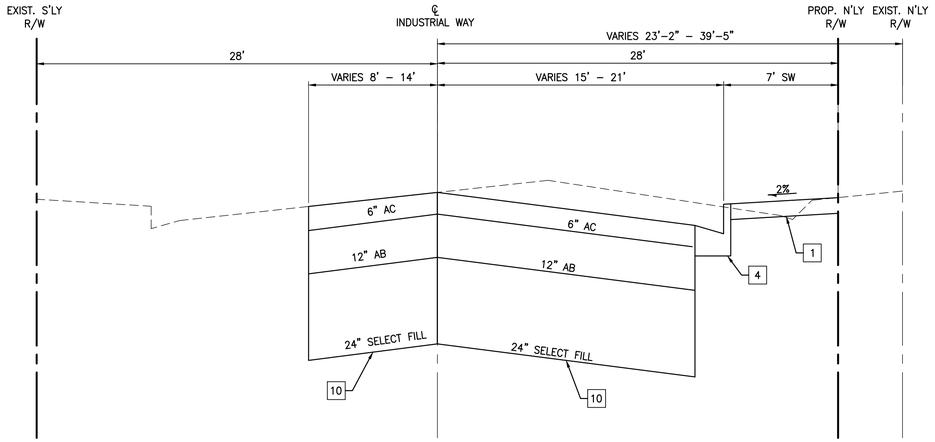
DRAWING NO.

SHEET 2 OF 4



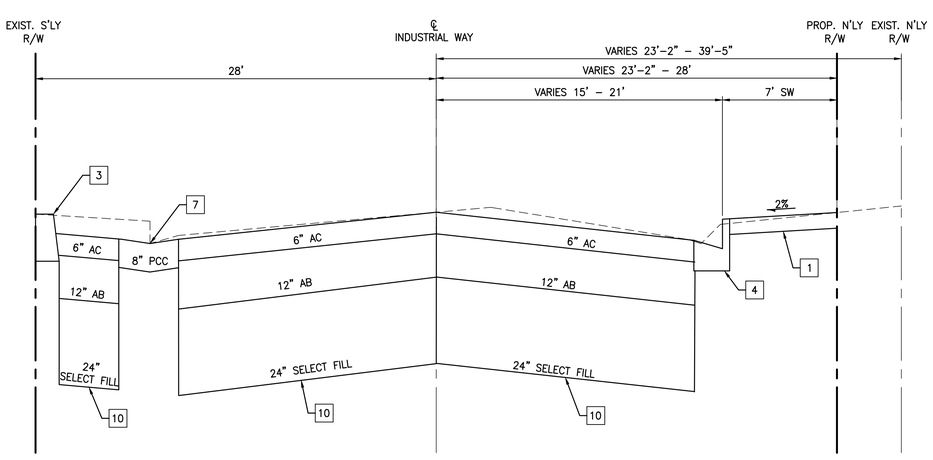
STATION 11+17 TO STATION 12+47

NOT TO SCALE



STATION 10+83 TO STATION 11+17

NOT TO SCALE



STATION 10+45 TO STATION 10+87

NOT TO SCALE

1 CONSTRUCT PCC SIDEWALK PER APWA STD. PLAN NO. 112-2 AND OC PUBLIC WORKS STD. PLAN 112-2-OC.

3 INSTALL CURB PER APWA STD. PLAN NO. 120-3 AND OC PUBLIC WORKS STD. PLAN 120-2-OC.

4 INSTALL CURB AND GUTTER PER APWA STD. PLAN NO. 120-3 AND OC PUBLIC WORKS STD. PLAN 120-2-OC.

6 INSTALL MISCELLANEOUS ASPHALT PAVEMENT PER APWA STD. PLAN NO. 133-4 AND OC PUBLIC WORKS STD. PLAN 133-3-OC.

7 INSTALL LONGITUDINAL GUTTER PER APWA STD. PLAN NO. 122-2 AND OC PUBLIC WORKS STD. PLAN 122.2-OC.

8 EXCAVATE TO THE BOTTOM OF 24" SUBGRADE AND BACKFILL WITH 24" IMPORTED BORROW (SELECT FILL) MATERIAL.

10 PLACE 6" AC PAVEMENT OVER 12" CLASS 2 AB OVER 24" SELECT FILL @ 95% RELATIVE COMPACTION.

		E.O.R.	REVISION	
DATE	OWN BY.	NO.	DESCRIPTION	APP'D DATE

REFERENCES	
BENCH MARK: (SEE AT LEFT)	STANDARD PLANS:
	UTILITY PLANS:
	SEWER PLANS:

Prepared under the supervision of DATE

FRANK LAROCCA

R.C.E. No. C75121

Drawn by: WT

Checked by: WS

Recommended

APPROVED

CITY ENGINEER R.C.E. #C82756

STREET IMPROVEMENT PLANS

PLACENTIA HOTEL

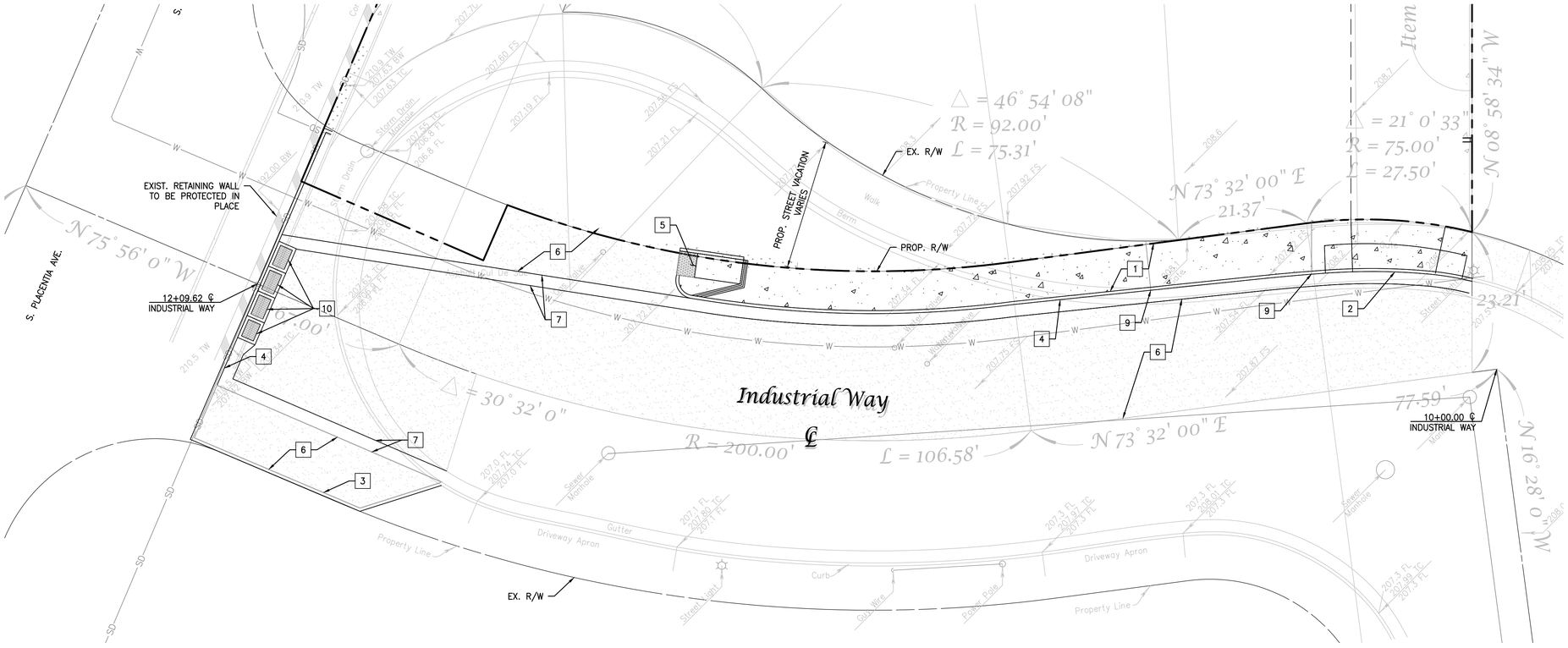
450 S. PLACENTIA AVE.
PLACENTIA, CA 92870

TYPICAL SECTIONS

CITY OF PLACENTIA

DRAWING NO.

SHEET 3 OF 4



1. CONSTRUCT PCC SIDEWALK PER APWA STD. PLAN NO. 112–2 AND OC PUBLIC WORKS STD. PLAN 112–2–OC.
2. INSTALL DRIVEWAY PER APWA STD. PLAN NO. 110–2.
3. INSTALL CURB PER APWA STD. PLAN NO. 120–3 AND OC PUBLIC WORKS STD. PLAN 120–2–OC.
4. INSTALL CURB AND GUTTER PER APWA STD. PLAN NO. 120–3 AND OC PUBLIC WORKS STD. PLAN 120–2–OC.
5. INSTALL CURB RAMP PER APWA STD. PLAN NO. 111–5, CASE D TYPE 2.
6. INSTALL MISCELLANEOUS ASPHALT PAVEMENT PER APWA STD. PLAN NO. 133–4 AND OC PUBLIC WORKS STD. PLAN 133–3–OC.
7. INSTALL LONGITUDINAL GUTTER PER APWA STD. PLAN NO. 122–2 AND OC PUBLIC WORKS STD. PLAN 122.2–OC.
8. EXCAVATE TO THE BOTTOM OF 24" SUBGRADE AND BACKFILL WITH 24" IMPORTED BORROW (SELECT FILL) MATERIAL.
9. CONSTRUCT PARKWAY CULVERT PER APWA STD. PLAN 150–3.
10. INSTALL GRATED CATCH BASIN PER APWA STD. PLAN 303–4.

N

0 5' 10'

SCALE: 1"=10'

DATE	OWN BY.	E.O.R. NO.	REVISION DESCRIPTION	APP'D DATE

REFERENCES

BENCH MARK: (SEE AT LEFT)

STANDARD PLANS:

UTILITY PLANS:

SEWER PLANS:

Prepared under the supervision of

FRANK LAROCCA
R.C.E. No. C75121

DATE

Drawn by: WT

Checked by: WS

Recommended

APPROVED

CITY ENGINEER R.C.E. #C82756

STREET IMPROVEMENT PLANS

PLACENTIA HOTEL

450 S. PLACENTIA AVE.
PLACENTIA, CA 92870

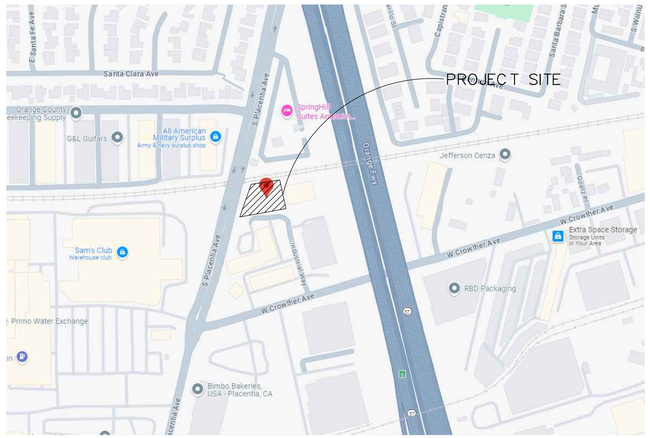
STREET IMPROVEMENT PLAN

CITY OF PLACENTIA

DRAWING NO.

SHEET 4 OF 4

ROUGH GRADING PLANS
FOR
PLACENTIA HOTEL
CITY OF PLACENTIA



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INDEX MAP

LEGEND:

ABBREVIATIONS:

A.B.	–AGGREGATE BASE	L.S.	–LANDSCAPING
A.C.	–ASPHALT CONCRETE	L.P.	–LOW POINT
ARCH.	–ARCHITECTURAL	M.H.	–MANHOLE
B..R.	–BEGIN OF CURB RETURN	N.G.	–NATURAL GAS
B.W.	–BACK OF WALK	P.V.C.	–POLYVINYLCHLORIDE
B.O.P.	–BOTTOM OF PIPE	P.P.	–POWER POLE
B.O.W.	–BOTTOM OF WALL	P.	–PROPERTY LINE
BLDG	–BUILDING	PKWY DRAIN	–PARKWAY DRAIN
C.L.F.	–CHAIN LINK FENCE	R/W	–RIGHT OF WAY
C.I.P.	–CAST IRON PIPE	R'	–RATE OF GRADE
C.B.	–CATCH BASIN	R.D.	–ROOF DRAIN
C/L	–CENTERLINE	R.C.P.	–REINFORCED CONCRETE PIPE
C.F.	–CURB FACE	ST. LT.	–STREET LIGHT
CONC.	–CONCRETE	S =	–SLOPE
E.C.R.	–END OF CURB RETURN	S.D.	–STORM DRAIN
(O.OO)	–EXISTING ELEVATION	S.F.	–SQUARE FEET
E.P.	–EDGE OF PAVEMENT	S.W.	–STEM WALL
EXIST.	–EXISTING	T.C.	–TOP OF CURB
F.H.	–FIRE HYDRANT	T.S.	–TOP OF CONCRETE SLAB
F.G.	–FINISH GRADE	T.O.P.	–TOP OF PIPE
F.S.	–FINISH SURFACE	T.F.	–TOP OF FOOTING
F.L.	–FLOW LINE	T.W.	–TOP OF WALL
G.B.	–GRADE BREAK	T.R.	–TOP OF RAIL
H.C.	–HANDICAP	T.G.	–TOP OF GRATE
H=	–HEIGHT OF RETAINING	TOP	–TOP OF SLOPE
H.P.	–HIGH POINT	TOE	–TOE OF SLOPE
INV.	–INVERT	T.B.	–TOP OF BERM

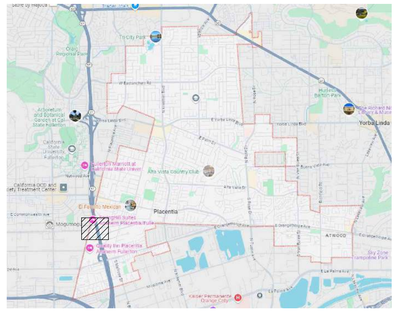
SHEET INDEX

SHT NO.	TITLE
1	TITLE SHEET
2	EROSION CONTROL PLAN
3	EROSION CONTROL DETAILS
4	ROUGH GRADING PLAN
5	ROUGH GRADING DETAILS
6	PRECISE GRADING PLAN
7	WQMP PLAN
8	WQMP DETAILS
9	UTILITY PLAN

PAVEMENT LEGEND

- CONSTRUCT NEW ASPHALT PAVEMENT
- CONSTRUCT NEW PCC SIDEWALK
- GRIND AND OVERLAY
- CONSTRUCT PCC IMPROVEMENTS
- REMOVE EXISTING AC PAVEMENT

VICINITY MAP



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GENERAL NOTES

1. WORK SHALL CONFORM TO THE CITY OF PLACENTIA STANDARD PLANS AND THE APWA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK, CURRENT EDITION). THE STANDARD PLANS AND SPECIFICATIONS SHALL BE CONSIDERED A PART OF THE IMPROVEMENT PLANS AND CONTRACTORS SHALL HAVE THEM ON THE JOB SITE AT THE TIME OF CONSTRUCTION.
2. CONTRACTORS AND SUBCONTRACTORS SHALL OBTAIN APPROPRIATE PERMITS AND LICENSES FROM THE CITY OF PLACENTIA AND OTHER GOVERNING JURISDICTIONS PRIOR TO ANY CONSTRUCTION OR EXCAVATION IN EXISTING RIGHT-OF-WAYS OR EASEMENTS.
3. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER'S OFFICE AT LEAST ONE FULL WORKDAY PRIOR TO START OF ANY CONSTRUCTION.
4. PRIOR TO ANY EXCAVATION, THE DEVELOPER IS RESPONSIBLE FOR CONTACTING ALL UTILITY AND AFFECTED OIL COMPANIES IN ADDITION TO THE UNDERGROUND SERVICES ALERT (1-800-422-4133) AT LEAST 48 HOURS IN ADVANCE OF ANY WORK TO BE PERFORMED.
5. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS, BUT NO GUARANTEE IS MADE THAT ALL SUBSTRUCTURES ARE SHOWN OR THAT THE LOCATIONS SHOWN ARE EXACT. THE CONTRACTOR SHALL TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ALL UTILITY LINES INCLUDING THOSE NOT OF RECORD OR NOT SHOWN.
6. ALL UTILITIES SHALL BE INSTALLED PER PERMITS ISSUED FOR SUCH WORK. AS-BUILT PLANS SHALL BE SUBMITTED TO THE CITY ENGINEER'S OFFICE UPON COMPLETION OF WORK.
7. COMPACTION TESTS ARE REQUIRED ON ALL STREETS AND TRENCH CONSTRUCTION (SUBGRADE 90% AND SUB-BASE 95% RELATIVE COMPACTION).
8. UTILITY TRENCH BACKFILL COMPACTION SHALL BE VERIFIED PRIOR TO STREET PAVING.
9. STREET STRUCTURAL SECTIONS SHALL BE DETERMINED BY "R" VALUES PROVIDED BY THE SUB-DIVIDER'S SOILS ENGINEER AFTER ROUGH GRADING STRUCTURAL SECTIONS WILL BE COMPUTED BY THE CITY ENGINEER.
10. PRIME COAT SC-70 SHALL BE APPLIED APPROXIMATELY 12 HOURS PRIOR TO ASPHALT PAVING OPERATIONS.
11. SEAL COAT SS-1 SHALL BE APPLIED TO FINISH ASPHALT SURFACE. APPLICATIONS TO BE A RATE OF 0.10 GALLONS PER SQUARE YARD. SEAL COAT WILL BE APPLIED AT SUCH TIME AS DETERMINED BY THE CITY ENGINEER.
12. CONCRETE SHALL BE A MINIMUM 5-1/2 SACK MIX UNLESS OTHERWISE NOTED IN APPROVED PLANS OR SPECIFICATIONS.
13. ELEVATIONS SHALL BE BASED ON ORANGE COUNTY SURVEYOR'S BENCHMARK.
14. MONUMENTS SHALL BE SET AND TIES SUBMITTED TO THE CITY ENGINEER'S OFFICE PRIOR TO ACCEPTANCE OF IMPROVEMENTS. TIES AND NOTES SHALL BE LINKED ON ORANGE COUNTY SURVEY PAPER.
15. TRAFFIC CONTROL AND SAFETY SHALL BE MAINTAINED PER "STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, MANUAL OF WARNING SIGNS, LIGHTS, AND DEVICES FOR USE IN WORK ON HIGHWAYS." BARRICADES, WARNING SIGNS, TRAFFIC SIGNS, OR OTHER TRAFFIC CONTROL DEVICES WILL NOT BE REMOVED OR RELOCATED WITHOUT THE APPROVAL OF THE CITY ENGINEER OR HIS REPRESENTATIVE. THE CONTRACTOR WILL NOTIFY THE CITY INSPECTOR IN ADVANCE OF WHEN SUCH REMOVAL OR RELOCATION WILL TAKE PLACE. APPROPRIATE TEMPORARY, BARRICADES, SIGNS, ETC WILL BE INSTALLED TO THE SATISFACTION OF THE CITY ENGINEER.
16. ALL SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED IN PLACE. ANY DISTURBED OR COVERED MONUMENTS SHALL BE RESET BY THE REGISTERED LICENSED CIVIL ENGINEER AT THE DIRECTION OF THE CITY ENGINEER.

STANDARD GRADING NOTES

1. Grading shall be in conformance with City of Placentia Grading Ordinance Chapter 20.40, and APWA Standard Specifications for Public Works Construction (Green Book), Section 300.
2. Grading operations shall be in conformance with those recommended in the soils report.
3. A pre-grading conference will be held prior to start of any work on this plan. A time and place shall be specified by applicant at the time of Grading Permit issuance.
4. Vegetation, structural removal, concrete slabs and other surface or subsurface constructions shall be removed from the site prior to grading. Tree basins shall be cleaned out and inspected by Soils Engineer prior to grading. Irrigation lines and appurtenances shall be removed, crushed in place, or relocated as applicable to satisfaction of City Engineer and Chief Building Official.
5. Dirt tracked onto existing street shall be removed daily to the satisfaction of the City Engineer.
6. Construction of all block masonry walls, including retainer walls, both interior and exterior shall be constructed by permit from City Building Official and will conform to City Standards, Specifications and Requirements. Wall contractor will contact Development Services Department prior to starting construction of walls for approval of building material.
7. Prior to issuance of building permit or construction of building foundations, the pad grading, compaction and elevations shall be verified in writing to the Chief Building Official by the Soils Engineer and Design Engineer.
8. Final Compaction and Grading Certification: Prior to final inspection and approval for release of building, the lot grading, compaction and elevations shall be verified in writing to the City Chief Building Official by the Soils Engineer and Design Engineer.
9. All slopes, cut or fill, shall be maximum of 2:1.
10. Minimum surface grades shall be as follows:
    a. Concrete Structures - .35%.
    b. Asphalt Structures - 1.00% for 100 feet or less and 2.00% for over 100 feet.
    c. Lot drainage swales (dirt) - 1.00% for 100 feet or less and 2.00% for over 100 feet.
    d. Drainage away from building pads - 2.00 %.
11. Grading construction shall be carried on between the hours of 7:00 a.m. and 5:30 p.m. unless other hours approved by the City Engineer.
12. Construction sites shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off the site.
13. Discharges of material other than storm water are allowed only when necessary for performance and completion of construction practices and where they do not: cause or contribute to a violation of any water quality standard; cause or threaten to cause pollution, contamination, or nuisance; or contain a hazardous substance in a quantity reportable under Federal Regulations 40 CFR Parts 117 and 302.
14. Potential pollutants include but are not limited to: solid or liquid chemical spills; wastes from paints, stains, sealants, glues, limes, pesticides, herbicides, wood preservatives and solvents; asbestos fibers, paint flakes or stucco fragments; fuels, oils, lubricants, and hydraulic, radiator or battery fluids; fertilizers, vehicle/equipment wash water and concrete wash water; concrete, detergent or floatable wastes; wastes from any engine/ equipment steam cleaning or chemical degreasing; and superchlorinated potable water line flushings.
15. During construction, disposal or such materials should occur in a specified and controlled temporary area on-site, physically separated from potential storm water run-off, with ultimate disposal in accordance with local, state and federal requirements.
16. Dewatering of contaminated groundwater, or discharging contaminated soils via surface erosion is prohibited. Dewatering or non-contaminated groundwater requires a National Pollutant Discharge Elimination System Permit from the respective State Regional Water Quality Control Board.
17. Roof drainage or other concentrated drainage shall be controlled by pipe, culvert or other structures to not drain over the public sidewalk areas.
18. Grading and construction work must comply with the provisions and requirements of City of Placentia Flood Plain District Ordinance No. 80-0-100, Title 21 of the Municipal Code.
19. "Handicapped" requirements shall be complied with. Provide parking (14' wide) facilities and "handicapped" ramp to primary (front) entrance at maximum slope of 1:12.
20. Developer shall comply with the provisions of Section 8771 of the Business and Professions Code.
21. The contractor shall obtain all necessary permits and shall notify the City Engineer, (714) 993-8131, at least 48 hours prior to start of construction in order to schedule a pre-grading site conference, and thereafter notify the city at least 24 hours prior to each of the following inspections:
22. Initial inspection: When the site has been cleared of vegetation and all unapproved fill and has been removed and bottoms exposed.
23. Rough grading inspection: When rough site grading completed, and building pad has been manufactured to grade. Final compaction report prepared by the project soil engineer and a rough grading certificate prepared by the project design civil engineer will be required at the time of this inspection.
24. Drainage device inspection: After placing all base material, and forms for all drainage devices have been placed, and before any concrete or site paving material has been placed.
25. Final grading inspection: After all drainage devices and site paving, and landscaping is in place. Final grade certification prepared by the project design civil engineer will be required at the time of this inspection.
26. The soil engineer shall provide sufficient inspection during the preparation, placement, and compaction of the site. The soil engineer shall submit to the City Engineer, written inspection progress reports and a final compaction report certifying that all grading and compaction was performed in accordance with the recommendations of the soil report, the approved plans, and all applicable code requirements.
27. The design civil engineer shall furnish grade sheets to the City Engineer, for the construction of all on-site improvements.
28. The design engineer shall exercise sufficient supervisory control during the grading and construction to insure compliance with the plans, specifications, and code within his purview.
29. Structural section for all pavements to be placed shall be determined by the soil engineer, and approved by the City Engineer prior to construction.
30. All public roadways shall be cleaned daily of all dirt, mud and debris deposited on them as a result of the grading operation. Cleaning of the public right-of-way shall be performed to the satisfaction of the City Engineer.
31. Dust shall be controlled at all times by water unless otherwise directed by the City Engineer.
32. Sanitary facilities shall be maintained on the site.
33. Approved protective measures and temporary drainage provisions must be used to protect adjoining properties during the grading operation.
34. The location and protection of all utilities is the responsibility of the permittee.
35. All on-site utilities shall be installed underground prior to paving; all trenches shall be fully compacted, tested and certified to the satisfaction of the City Engineer.
36. Design engineer shall certify that pad elevations are per the approved grading plan or approved revised grading plan.
37. Prior to final grading approval, the design civil engineer shall certify to the City Engineer actual earth quantities performed during the grading operation.
38. A rough grading certification and final compaction report must be submitted to and approved by the City Engineer prior to issuance of any building permits.
39. Proposed grading to begin_____, 19_____, to be completed by_____, 19_____.
40. All existing pavement within this project shall either be removed or structurally tested to verify the structural capabilities and the results shall be approved by the City Engineer.
41. Compaction tests shall be performed by the soil engineer as directed by the City Engineer.
42. All existing improvement including curb and gutters, sidewalks, asphalt paving or PCC paving, which are being joined or matched in connection with this project, shall be joined or matched in a manner satisfactory to the City Engineer, including necessary saw cutting, removal replacement and capping.
43. A separate public works permit is required for any work in the public right-of-way. All work within the public right-of-way shall be properly posed, delineated, and lighted in conformance with the state of California manual of traffic controls for construction and maintenance work zones, latest edition. All excavations in the streets shall be covered with metal plates and sealed all around with minimum 4" wide asphalt at the end of each working day.
44. Construction site shall be maintained in such a condition that an anticipated storm does not carry wastes or pollutants off the site.
45. Dewatering of contaminated groundwater, or discharging contaminated soil via surface erosion is prohibited. Dewatering of non-contaminated groundwater requires a national discharge elimination system (NPDES) permit from the respective state regional water quality control board.
46. The contractor shall determine the true location of any underground utility prior to laying any lines which are to connect to existing sewers or storm drains. These lines shall be exposed and join elevations verified. Any change or deviation from the plans must be approved by the City Engineer.
47. All recommendations contained in the approved preliminary soil report prepared for this project by_____, _____, dated_____, shall be a part of approval of this plan. Contractor shall adhere to all provisions and recommendations, along with all approved revisions, of the soil report.
48. Special notice to contractors: approval of these plans by the city of Placentia does not constitute a warranty as to the accuracy or completeness of the location or existence or non-existence of any underground conduit or structures within the limits of this project. The contractor shall be solely responsible for the protection of all existing utility lines or structures, whether they are of record or not.
49. After completion of the final grading and all installation of all of the underground utilities, as-built plans with red-marks shall be provided to the City in the AutoCAD format in addition to hard copies.
50. Contractor shall contact- underground service alert-USA 1-800-422-4133 at least two working days before performing any excavations.

EROSION CONTROL NOTES

1. In case of emergency call_____, at _____, 24 hours.
2. The undersigned civil engineer has reviewed the erosion control requirements described below:_____
   _____
   Civil engineer Date
3. A standby crew for emergency work shall be available at all times during the rainy season, (October 1st through April 15). Necessary materials shall be available onsite and stockpiled at convenient locations to facilitate rapid construction of temporary devices or to repair any damaged erosion control measures when rain is imminent.
4. Erosion control devices shall not be removed or modified without the approval of the building official.
5. After rainstorm, all silt and debris shall be removed from check berms and de-silting basins. Any graded slope surface protection measures damaged during a rainstorm shall also be immediately repaired.
6. Graded areas adjacent to fill slopes located at the site perimeter must drain away from the top of slope at the conclusion of each working day. All loose soils and debris that may create a potential hazard to off-site property shall be stabilized or removed from the site on a daily basis.
7. A guard shall be posted on the site whenever the depth of water in any device exceeds two (2) feet. Device shall be drained or pumped dry within 24 hours after each rain storm. Pumping and draining of all basins and drainage devices must comply with the appropriate BMP for dewatering operations.
8. Sand bags shall not be placed at contractor's access to the site. Contractor access location to be approved by the city engineer.
9. De-silting basins may not be removed or made inoperable between October 1st and April 15 of the following year without the approval of the City Engineer.
10. Storm water pollution and erosion control devices are to be modified, as needed, as the project progresses, the design and placement of these devices is the responsibility of the design engineer. Plans representing changes must be submitted to the City Engineer for approval.
11. Every effort should be made to eliminate the discharge of non-storm water from the project site at all times.
12. Eroded sediments and other pollutants must be retained on site and may not be transported from the site via sheet flow, swales, area drains, natural drainage courses, or wind.
13. Stockpiles of earth and other construction related materials must be protected from being transported from the site by the forces of wind or water.
14. Fuels, oils, solvents, and other toxic materials must be stored in accordance with their listing and are not to contaminate the soils and surface waters. All approved storage containers are to be protected from the weather. Spills must be cleaned up immediately and disposed of in a proper manner. Spills may not be washed into the drainage system.
15. Excess or waste concrete may not be washed into the public way or any other drainage system. Provisions shall be made to retain concrete wastes on site until they can be disposed of as solid waste.
16. Developers/contractors are responsible to inspect all erosion control devices and BMP's are installed and functioning properly before and after 0.25 inches or greater predicted or actual precipitation. A construction site inspection check list and inspection log shall be maintained at the project site at all times and available for review by the City Engineer.
17. Trash and construction related wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.
18. Sediments and other materials may not be tracked from the site by vehicle traffic. The construction entrance roadways must be stabilized so as to inhibit sediments from being deposited into the public way. Accidental depositions must be swept up immediately and may not be washed down by rain or other means.
19. Any slopes with disturbed soils or denuded of vegetation must be stabilized so as to inhibit erosion by wind and water.
20. The following notes must be on the plan, signed and dated:
    As the project owner or authorized agent of the owner, I have read and understand the requirements to control storm water pollution from sediments, erosion, and construction materials, and I certify that I will comply with these requirements. I or my representatives, contractor, developer, or engineer will make certain that all BMP shown on this plan will be fully implemented, and all erosion control devices will be kept clean and functioning. Periodic inspections of the BMP's will be conducted and a current log, specifying the exact nature of the inspection and nay remedial measures, will be kept at the construction site at all times and will be available for the review by the City Engineer.

    As the project owner or authorized agent of the owner, "I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete. I am aware that submitting false and/or inaccurate information, failing to update the local SWPPP to reflect current conditions, or failing to properly and/or adequately implement the local SWPPP may result in revocation of grading and/or other permits or other sanctions provided by law."

    (Signature)
    Owner's Name _____ Date:_____

    As the architect/engineer of record, I have selected appropriate BMP's to effectively minimize the negative impacts of this project's construction activities on storm water quality. The project owner and contractor are aware that the selected BMP's must be installed, monitored, and maintained to ensure their effectiveness. The BMP's not selected for implementation are redundant or deemed not applicable to the proposed construction activity.

    (Signature)
    Architect/engineer name Lic. No._____ Date:_____

    Show list of applicable BMP's
    (Per California Storm water Handbook)

UTILITY COMPANIES EMERGENCY NUMBERS

ORANGE COUNTY SURVEYOR BENCHMARK NO.

THE ELEVATION OF 208.65 ON FOUND SPIKE AND TIN, "DEA CONTROL", PER RS 2015-1060, MAP BOOK 278, PAGE 38 WAS USED FOR THIS SURVEY.

PREPARED BY:

_____
DESIGN ENGINEER

REGISTERED PROFESSIONAL ENGINEER
FRANCIS JOSEPH LAROCCA
No. C75121
Exp. 12/31/2026
CIVIL
STATE OF CALIFORNIA
SIGN DATE 10/09/2025

		E.O.R.	REVISION		REFERENCES	
DATE	OWN BY.	NO.	DESCRIPTION	APP'D DATE	BENCH MARK: (SEE AT LEFT)	STANDARD PLANS:
						UTILITY PLANS:
						SEWER PLANS:

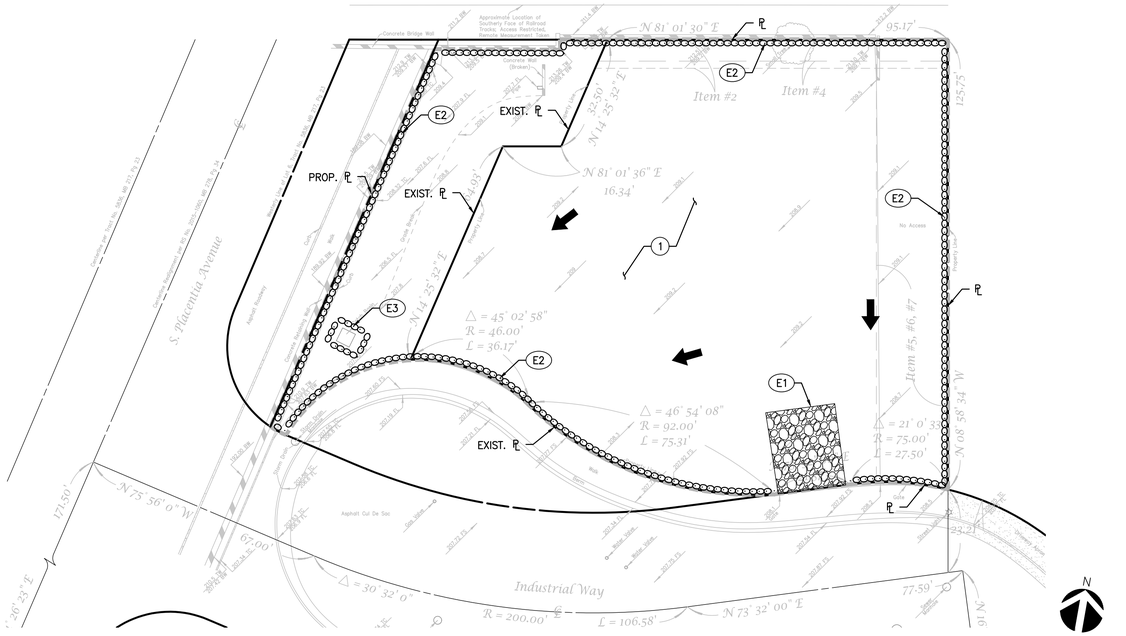
Prepared under the supervision of DATE
FRANK LAROCCA
R.C.E. No. C75121

Drawn by: WT
Checked by: WS
Recommended
APPROVED
CITY ENGINEER R.C.E. #C82756

ROUGH GRADING PLANS
PLACENTIA HOTEL
450 S. PLACENTIA AVE.
PLACENTIA, CA 82870
TITLE SHEET
CITY OF PLACENTIA

DRAWING NO.

SHEET 1 OF 10



0 10' 20'

SCALE: 1"=20'

DUST CONTROL NOTES

1. DUST SHALL BE CONTROLLED BY WATERING AND/OR APPLYING A DUST PALLIATIVE. THE DUST PALLIATIVE SHALL BE APPLIED IN THE AMOUNT AT THE LOCATIONS AS DIRECTED BY THE ENGINEER.
2. WATER FOR DUST CONTROL SHALL BE APPLIED BY MEANS OF PRESSURE TYPE DISTRIBUTORS OR PIPE LINES EQUIPPED WITH A SPRAY SYSTEM OR HOSES WITH NOZZLES THAT WILL INSURE A UNIFORM APPLICATION OF WATER.
3. UNLESS WATER IS APPLIED BY MEANS OF PIPE LINES, AT LEAST ONE MOBILE UNIT WITH A MINIMUM CAPACITY OF 100 GALLONS SHALL BE AVAILABLE FOR APPLYING WATER.
4. ALL SOIL MATERIALS OR DEBRIS TRUCKED FROM THE SITE SHALL BE COVERED AND SPRINKLED PRIOR TO ENTERING PUBLIC STREETS.
5. PROVIDE FOR WET SUPPRESSION OR CHEMICAL STABILIZING OF EXPOSED SOILS.
6. PROVIDE FOR RAPID CLEAN-UP OF SEDIMENTS DEPOSITED ON THE PAVED ROADS.
7. LIMIT THE AMOUNT OF AREAS DISTURBED BY CLEARING & EARTH MOVING OPERATIONS BY SCHEDULING THESE ACTIVITIES IN PHASES.

LEGEND

- LIMIT LINE OF EROSION CONTROL
- PROPERTY LINE
- GRAVEL BAGS
- FIBER ROLL
- DIRECTION OF FLOW

DEMOLITION NOTES

REMOVE & DEMOLISH

(1) SEE GENERAL DEMOLITION NOTES HEREON.

EROSION CONTROL NOTES

(E1) POSSIBLE STABILIZED CONSTRUCTION ENTRANCE LOCATIONS PER DETAIL **1**, SHEET 3.

(E2) PLACE GRAVEL BAGS TRIPLE ROW PER DETAIL 2, SHEET 3.

(E3) PLACE STORM DRAIN INLET PROTECTION PER DETAIL 3, SHEET 3.

BMP NOTES

THE FOLLOWING BMPS AS OUTLINED IN, BUT NOT LIMITED TO, THE BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORMWATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA, JULY 2012, MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY INSPECTORS):

EROSION CONTROL

EC1–SCHEDULING
EC2–PRESERVATION OF EXISTING VEGETATION
EC3–HYDRAULIC MULCH
EC4–HYDROSEEDING
EC5–SOIL BINDERS
EC6–STRAW MULCH
EC7–GEOTEXTILES AND MATS
EC8–WOOD MULCHING
EC9–EARTH DIKES AND DRAINAGE SWALES
EC10–VELOCITY DISSIPATION DEVICES
EC11–SLOPE DRAINS
EC12–STREAMBANK STABILIZATION
EC13–RESERVED
EC14–COMPOST BLANKET
EC15–SOIL PREPARATION/ROUGHENING
EC16–NON–VEGETATIVE STABILIZATION

TEMPORARY SEDIMENT CONTROL

SE1–SILT FENCE
SE2–SEDIMENT BASIN
SE3–SEDIMENT TRAP
SE4–CHECK DAM
SE5–FIBER ROLLS
SE6–GRAVEL BAG BERM
SE7–STREET SWEEPING AND VACUUMING
SE8–SANDBAG BARRIER
SE9–STRAW BALE BARRIER
SE10–STORM DRAIN INLET PROTECTION
SE11–ACTIVE TREATMENT SYSTEMS
SE12–MANUFACTURED LINEAR SEDIMENT CONTROLS
SE13–COMPOST SOCKS AND BERMS
SE14–BIOFILTER BAGS

EQUIPMENT TRACKING CONTROL

TC1–STABILIZED CONSTRUCTION ENTRANCE/EXIT
TC2–STABILIZED CONSTRUCTION ROADWAY
TC3–ENTRANCE/OUTLET TIRE WASH

WIND EROSION CONTROL

WE1–WIND EROSION CONTROL

NON–STORMWATER MANAGEMENT

NS1–WATER CONSERVATION PRACTICES
NS2–DEWATERING OPERATIONS
NS3–PAVING AND GRINDING OPERATIONS
NS4–TEMPORARY STREAM CROSSING
NS5–CLEAR WATER DIVERSION
NS6–ILLICIT CONNECTION/DISCHARGE
NS7–POTABLE WATER/IRRIGATION
NS8–VEHICLE AND EQUIPMENT CLEANING
NS9–VEHICLE AND EQUIPMENT FUELING
NS10–VEHICLE AND EQUIPMENT MAINTENANCE
NS11–PILE DRIVING OPERATIONS
NS12–CONCRETE CURING
NS13–CONCRETE FINISHING
NS14–MATERIAL OVER WATER
NS15–DEMOLITION ADJACENT TO WATER
NS16–TEMPORARY BATCH PLANTS

WASTE MANAGEMENT & MATERIALS POLLUTION CONTROL

WM1–MATERIAL DELIVERY AND STORAGE
WM2–MATERIAL USE
WM3–STOCKPILE MANAGEMENT
WM4–SPILL PREVENTION AND CONTROL
WM5–SOLID WASTE MANAGEMENT
WM6–HAZARDOUS WASTE MANAGEMENT
WM7–CONTAMINATED SOIL MANAGEMENT
WM8–CONCRETE WASTE MANAGEMENT
WM9–SANITARY/SEPTIC WASTE MANAGEMENT
WM10–LIQUID WASTE MANAGEMENT

GENERAL DEMOLITION NOTES

1. CONTRACTOR TO CLEAR PROJECT SITE AREA WITHIN THE CONFINES OF THE DEMOLITION LIMIT LINE. THE CONTRACTOR SHALL DEMOLISH AND REMOVE FROM THE SITE ALL EXISTING UTILITIES, STRUCTURES, PLANTERS, TREES, AND ALL OTHER SITE FEATURES, UNLESS OTHERWISE NOTED ON THE PLAN.
2. REMOVAL OF LANDSCAPING SHALL INCLUDE ROOTS AND ORGANIC MATERIALS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS AND SHALL PAY ALL FEES NECESSARY FOR ENCROACHMENT, GRADING, DEMOLITION AND DISPOSAL OF SAID MATERIALS AS REQUIRED BY PRIVATE, LOCAL AND STATE JURISDICTIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR A SITE INSPECTION TO FULLY ACKNOWLEDGE THE EXTENT OF THE DEMOLITION WORK.
5. THE CONTRACTOR SHALL VERIFY AND LOCATE ALL EXISTING ABOVE AND UNDERGROUND UTILITIES. LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE SHOWN FOR GENERAL INFORMATION ONLY.
6. DAMAGE TO ANY EXISTING UTILITIES AND SERVICES TO REMAIN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL REPAIR AND/OR REPLACE IN KIND.
7. EROSION CONTROL MEASURES SHALL BE IMPLEMENTED TO PREVENT DEBRIS AND UNSUITABLE MATERIALS FROM ENTERING STORM DRAINS, SANITARY SEWERS AND STREETS.
8. DUST CONTROL SHALL BE IMPLEMENTED DURING DEMOLITION.
9. DEMOLITION IS LIMITED TO WITHIN DEMOLITION LIMIT LINE UNLESS NOTED OTHERWISE.
10. THE CONTRACTOR SHALL VERIFY THE LOCATION AND QUANTITY OF EXISTING SURFACE STRUCTURES AND SHALL BE SOLELY RESPONSIBLE FOR ANY UNIDENTIFIED UTILITIES, IMPROVEMENTS, TREES, ETC. TO BE DEMOLISHED AND REMOVED WITHIN THE DEMOLITION LIMIT LINE, INCLUDING APPURTENANT FOUNDATIONS OR SUPPORTS.
11. DEMOLITION CALLOUTS IN THIS SECTION ARE REPRESENTATIVE OF WHAT IS TO BE DONE, NOT AN ITEMIZED ACCOUNTING FOR EACH PIPE, CATCH BASIN, MANHOLE, VAULT, ETC. THAT IS TO BE DEMOLISHED, REMOVED AND DISPOSED OF.

EROSION CONTROL NOTES

1. TEMPORARY EROSION CONTROL DEVICES SHOWN ON THE GRADING PLAN WHICH INTERFERE WITH THE WORK SHALL BE RELOCATED OR MODIFIED AS AND WHEN THE INSPECTOR SO DIRECTS AS THE WORK PROGRESSES TO MEET "AS GRADED" CONDITIONS.
2. ALL LOOSE SOIL AND DEBRIS SHALL BE REMOVED FROM THE STREET AREAS UPON STARTING OPERATIONS AND PERIODICALLY THEREAFTER AS DIRECTED BY THE INSPECTOR
3. WHEN THE INSPECTOR SO DIRECTS, A 12–INCH BERM SHALL BE MAINTAINED ALONG THE TOP OF THE SLOPE OF THOSE FILLS ON WHICH GRADING IS NOT IN PROGRESS.
4. STORM AND SEWER DRAIN TRENCHES THAT ARE CUT THROUGH BASIN DIKES OR BASIN INLET DIKES SHALL BE PLUGGED WITH SANDBAGS.
5. EXCEPT WHEN THE INSPECTOR DIRECTS OTHERWISE, ALL DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN RAIN IS FORECAST, AND SHALL BE MAINTAINED DURING THE RAINY SEASON (OCTOBER 15 TO APRIL 15).
6. SANDBAGS SHALL BE STOCKPILED ON SITE, READY TO BE PLACED IN POSITION WHEN RAIN IS FORECAST, OR WHEN THE INSPECTOR SO DIRECTS.
7. A "STANDBY EMERGENCY CREW" SHALL BE ALERTED BY THE PERMITTEE OR THE CONTRACTOR TO PERFORM EMERGENCY WORK DURING RAINSTORMS. THE PARTY TO BE CONTACTED IS:
   NAME: _____ (TO BE FILLED IN BY CONTRACTOR)
   PHONE NUMBER: _____

		E.O.R.	REVISION	
DATE	OWN BY.	NO.	DESCRIPTION	APP'D DATE

REFERENCES

BENCH MARK: (SEE AT LEFT)	STANDARD PLANS:
	UTILITY PLANS:
	SEWER PLANS:

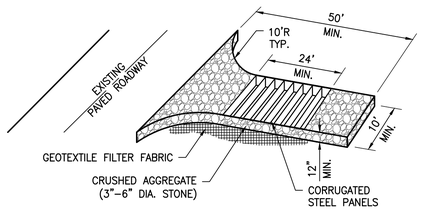
Prepared under the supervision of DATE
FRANK LAROCCA
R.C.E. No. C75121

Drawn by: WT
Checked by: WS
Recommended
APPROVED
CITY ENGINEER R.C.E. #C82756

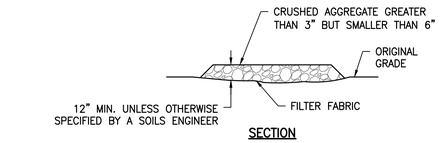
ROUGH GRADING PLANS
PLACENTIA HOTEL
450 S. PLACENTIA AVE.
PLACENTIA, CA 92870
EROSION CONTROL PLAN
CITY OF PLACENTIA

DRAWING NO.

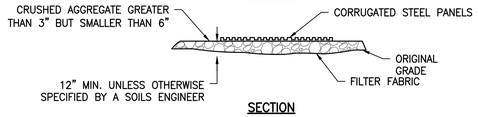
SHEET 2 OF 10



PLAN



SECTION



SECTION

NOTES:

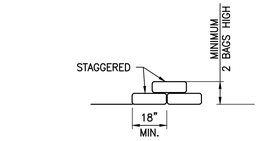
1. THE CONSTRUCTION ENTRANCE ROADWAYS SHALL BE STABILIZED SO AS TO PREVENT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC ROADS. DEPOSITIONS MUST BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS INTO THE STORM DRAIN SYSTEM.
2. STABILIZED CONSTRUCTION ENTRANCE SHALL BE LOCATED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE OR FROM A PUBLIC RIGHT OF WAY, STREET, ALLEY, AND SIDEWALK OR PARKING AREA.
3. IF A WASH RACK IS INCLUDED, A SEDIMENT TRAP OF SOME KIND MUST ALSO BE PROVIDED TO COLLECT WASH WATER RUNOFF.
4. ALL VEHICLES ACCESSING THE CONSTRUCTION SITE SHALL UTILIZE THE STABILIZED CONSTRUCTION ENTRANCE.

STREET MAINTENANCE NOTES

1. REMOVE ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS IMMEDIATELY.
2. SWEEP PAVED AREAS THAT RECEIVE CONSTRUCTION TRAFFIC WHENEVER SEDIMENT BECOMES VISIBLE.
3. PAVEMENT WASHING WITH WATER IS PROHIBITED IF IT RESULTS IN A DISCHARGE TO THE STORM DRAIN SYSTEM

1/3 ER1–STABILIZED CONSTRUCTION ENTRANCE DETAIL

N.T.S.

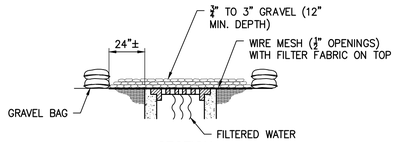


NOTES:

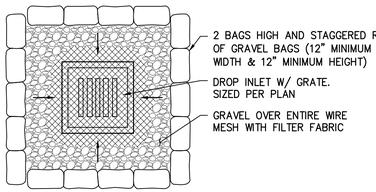
1. BAG MATERIAL: BAGS SHOULD BE WOVEN POLYPROPYLENE, POLYETHYLENE OR POLYAMIDE FABRIC, MINIMUM UNIT WEIGHT OF 4 OUNCES/YD², MULLEN BURST STRENGTH EXCEEDING 300 LB/IN² IN CONFORMANCE WITH THE REQUIREMENTS IN ASTM DESIGNATION D3786, AND ULTRAVIOLET STABILITY EXCEEDING 70% IN CONFORMANCE WITH THE REQUIREMENTS IN ASTM DESIGNATION D4355.
2. BAG SIZE: EACH GRAVEL–FILLED BAG SHOULD HAVE A LENGTH OF 18 IN., WIDTH OF 12 IN., THICKNESS OF 3 IN., AND MASS OF APPROXIMATELY 33 LBS. BAG DIMENSIONS ARE NOMINAL, AND MAY VARY BASED ON LOCALLY AVAILABLE MATERIALS.
3. FILL MATERIAL: FILL MATERIAL SHALL BE 0.5 TO 1.0 INCH CRUSHED ROCK, CLEAN AND FREE OF CLAY, ORGANIC MATTER, AND OTHER DELETERIOUS MATERIAL, OR OTHER SUITABLE OPEN–GRADED, NON–COHESIVE, POROUS GRAVEL.
4. TURN THE ENDS OF GRAVEL BAG BARRIER UP SLOPE TO PREVENT RUNOFF FROM GOING AROUND BARRIER.
5. USE PYRAMID APPROACH WHEN STACKING BAGS.

2/3 ER2–GRAVEL BAG BARRIER

N.T.S.



SECTION



PLAN

NOTES:

1. PLACE WIRE MESH OVER AND 1' (MINIMUM) BEYOND THE INLET STRUCTURE. (MESH OPENINGS NOT TO EXCEED ½" x ½" WIRE)
2. PLACE FILTER FABRIC OVER WIRE MESH.
3. PLACE ¾" TO 3" GRAVEL OVER THE WIRE MESH WITH FILTER FABRIC (12" MINIMUM DEPTH OVER THE ENTIRE INLET OPENING).
4. BAG MATERIAL: BAGS SHOULD BE WOVEN POLYPROPYLENE, POLYETHYLENE OR POLYAMIDE FABRIC, MINIMUM UNIT WEIGHT OF 4 OUNCES/YD², MULLEN BURST STRENGTH EXCEEDING 300 LB/IN² IN CONFORMANCE WITH THE REQUIREMENTS IN ASTM DESIGNATION D3786, AND ULTRAVIOLET STABILITY EXCEEDING 70% IN CONFORMANCE WITH THE REQUIREMENTS IN ASTM DESIGNATION D4355.
5. BAG SIZE: EACH GRAVEL–FILLED BAG SHOULD HAVE A LENGTH OF 18 IN., WIDTH OF 12 IN., THICKNESS OF 3 IN., AND MASS OF APPROXIMATELY 33 LBS. BAG DIMENSIONS ARE NOMINAL, AND MAY VARY BASED ON LOCALLY AVAILABLE MATERIALS.
6. FILL MATERIAL: FILL MATERIAL SHALL BE 0.5 TO 1.0 INCH CRUSHED ROCK, CLEAN AND FREE OF CLAY, ORGANIC MATTER, AND OTHER DELETERIOUS MATERIAL, OR OTHER SUITABLE OPEN–GRADED, NON–COHESIVE, POROUS GRAVEL.
7. USE PYRAMID APPROACH WHEN STACKING BAGS.
8. LEAVE GAP OF ONE BAG ON TOP ROW TO SERVE AS SPILLWAY.

3/3 ER4–STORM DRAIN INLET PROTECTION DETAIL

N.T.S.

		E.O.R.	REVISION		REFERENCES	
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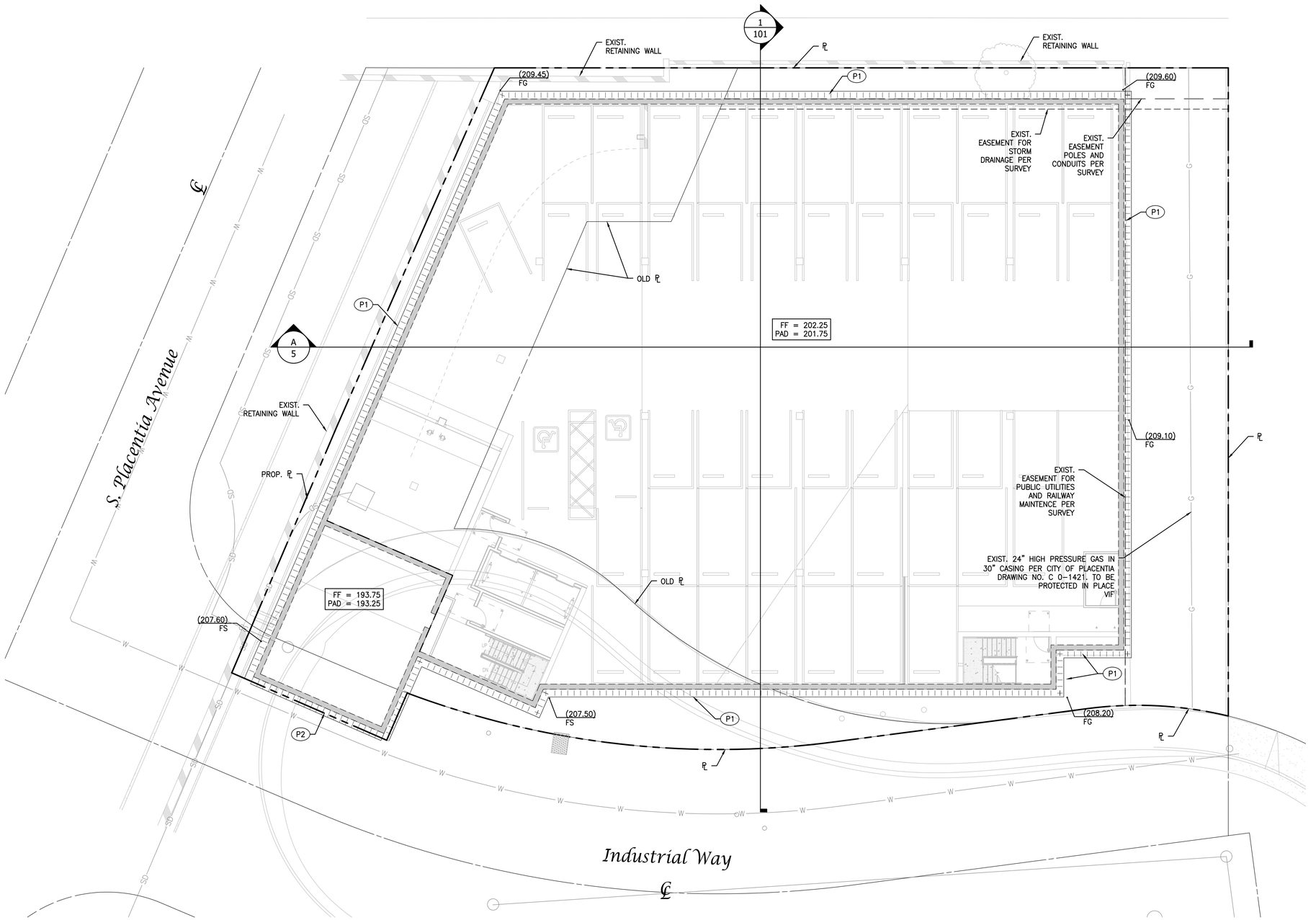
						UTILITY PLANS:
						SEWER PLANS:

Prepared under the supervision of DATE
FRANK LAROCCA
R.C.E. No. C75121
Drawn by: WT
Checked by: WS
Recommended
APPROVED
CITY ENGINEER R.C.E. #C82756

ROUGH GRADING PLANS
PLACENTIA HOTEL
450 S. PLACENTIA AVE.
PLACENTIA, CA 82870
EROSION CONTROL DETAILS
CITY OF PLACENTIA

DRAWING NO.

SHEET 3 OF 10



LEGEND

- PROPERTY LINE
- DAYLIGHT LINE
- BASEMENT WALL
- RETAINING WALL
- SHORING BY OTHERS
- REMOVAL AND RECOMPACTION

CONSTRUCTION NOTES

(P1) INSTALL FOUNDATION DRAIN FOR SHORED CONDITION DETAIL 1, SHEET 5.

(P2) INSTALL FOUNDATION DRAIN FOR SHORED CONDITION DETAIL 2, SHEET 5.

NOTES:

1. ROUGH GRADE ASSUMES PAD IS X" BELOW FINISH FLOOR. SEE ARCHITECTURAL PLANS AND STRUCTURAL PLANS FOR FINAL BASEMENT ELEVATIONS AND FOUNDATION DETAILS.
2. TO PROTECT THE PUBLIC CONTRACTOR TO PROVIDE PROTECTIVE MEASURES ALONG THE WALKWAY ROW ADJACENT TO SLOT CUTS AND/OR TEMPORARY EXCAVATIONS.
3. IF ANY ADJACENT ROW STRUCTURES AND SUB-STRUCTURES ARE DAMAGED DUE TO THE UN-RETAINED EXCAVATIONS FROM THE SLOT CUTS AND/OR TEMPORARY EXCAVATIONS, THE DEVELOPER, OWNER AND/OR CONTRACTOR WILL BE RESPONSIBLE FOR ALL REPAIRS AT NO COST TO THE CITY OF CULVER CITY.
4. STOCKPILING OF EXCAVATED MATERIAL SHALL NOT BE ALLOWED ADJACENT TO OPEN EXCAVATIONS.

ESTIMATED EARTHWORK QUANTITIES

CUT:	6,063 CUBIC YARDS
FILL:	178 CUBIC YARDS
NET (CUT/EXPORT):	5,885 CUBIC YARDS

EARTHWORK CALCULATION NOTES:

1. THE ESTIMATED QUANTITIES PROVIDED ABOVE ARE TO BE USED FOR JURISDICTIONAL PLAN CHECKING AND PERMITTING PURPOSES ONLY.
2. ESTIMATED EARTHWORK ABOVE IS BASED ON DESIGN FINISH GRADES TO EXISTING GRADES AND/OR CONTOURS AS PROVIDED ON THE BASE SURVEY. THE ESTIMATED EARTHWORK DOES NOT ACCOUNT FOR THE THICKNESS OF PAVEMENTS, FOUNDATIONS AND SLABS ON GRADE, FOOTINGS, CLEARING AND GRUBBING, OVER EXCAVATION AND RECOMPACTION, AND CONSTRUCTION MEANS AND METHODS.
3. THE ESTIMATED EARTHWORK QUANTITIES DO NOT INCLUDE SHRINKAGE AND/OR EXPANSION FACTORS DUE TO COMPACTION OR OVER EXCAVATION QUANTITIES.
4. THE CONTRACTOR SHALL CALCULATE HIS OWN EARTHWORK QUANTITIES NECESSARY FOR HIS BID AND WORK.
5. ESTIMATED EARTHWORK QUANTITIES ABOVE ASSUME THAT ALL ONSITE MATERIALS ARE SUITABLE FOR BACKFILLING. HOWEVER, ACTUAL EXISTING ONSITE MATERIALS AND IMPORTED MATERIALS MUST FIRST BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO INSTALLATION, REMOVAL, REPLACEMENT.

N

0 5' 10'

SCALE: 1"=10'

		E.O.R.	REVISION	
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	UTILITY PLANS:
	SEWER PLANS:

Prepared under the supervision of DATE

FRANK LAROCCA

R.C.E. No. C75121

Drawn by: WT

Checked by: WS

Recommended

APPROVED

CITY ENGINEER R.C.E. #C82756

ROUGH GRADING PLANS

PLACENTIA HOTEL

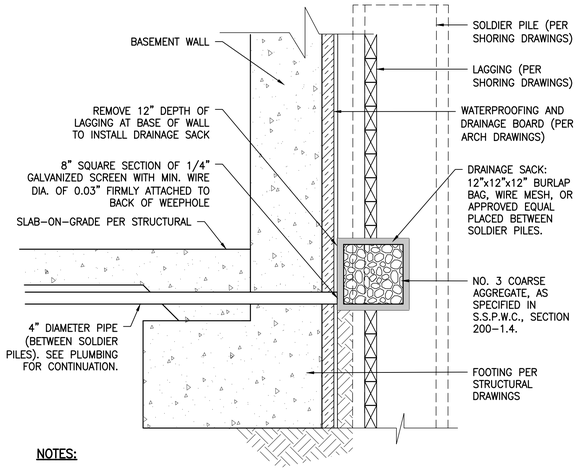
450 S. PLACENTIA AVE.
PLACENTIA, CA 82870

ROUGH GRADING PLAN

CITY OF PLACENTIA

DRAWING NO.

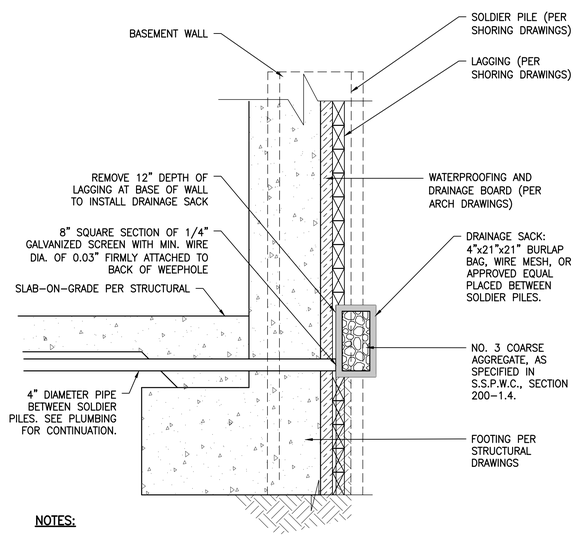
SHEET 4 OF 10



NOTES:

1. FOUNDATION WALL DRAINAGE SHALL ADHERE TO THE LATEST BUILDING ADMINISTRATIVE CODES.

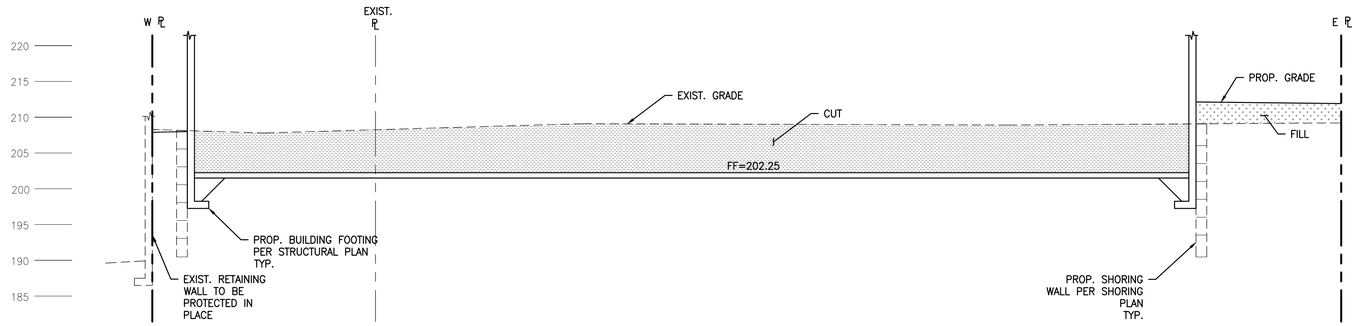
1 C200 **FOUNDATION DRAIN FOR SHORED CONDITION**
N.T.S.



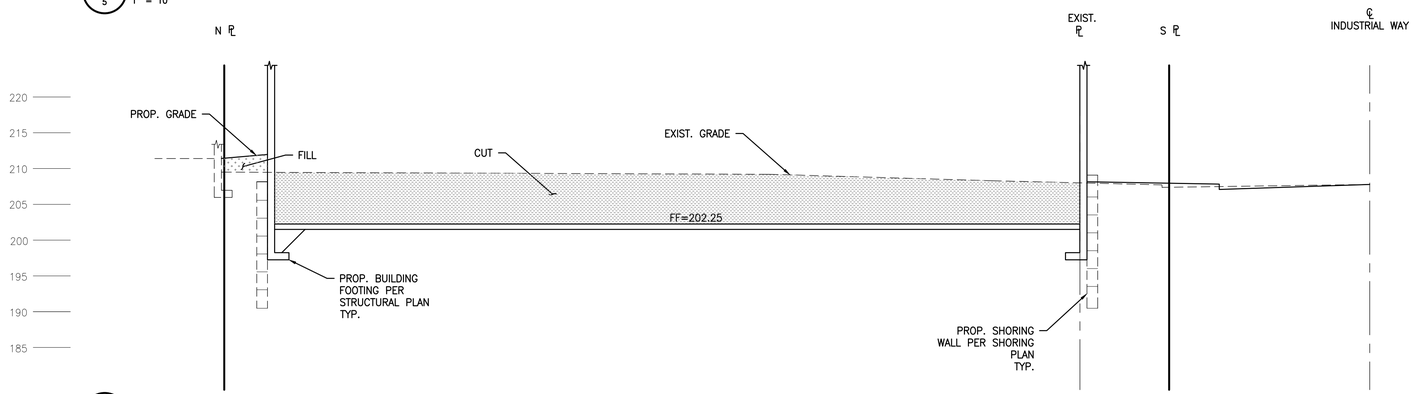
NOTES:

1. FOUNDATION WALL DRAINAGE SHALL ADHERE TO THE LATEST BUILDING ADMINISTRATIVE CODES.

2 C200 **FOUNDATION DRAIN FOR SHORED CONDITION, BACKLAGGED**
N.T.S.



A 5 **SECTION A**
1" = 10'



B 5 **SECTION B**
1" = 10'

		E.O.R.	REVISION		REFERENCES	
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						UTILITY PLANS:
						SEWER PLANS:

Prepared under the supervision of DATE
FRANK LAROCCA
R.C.E. No. C75121
Drawn by: WT
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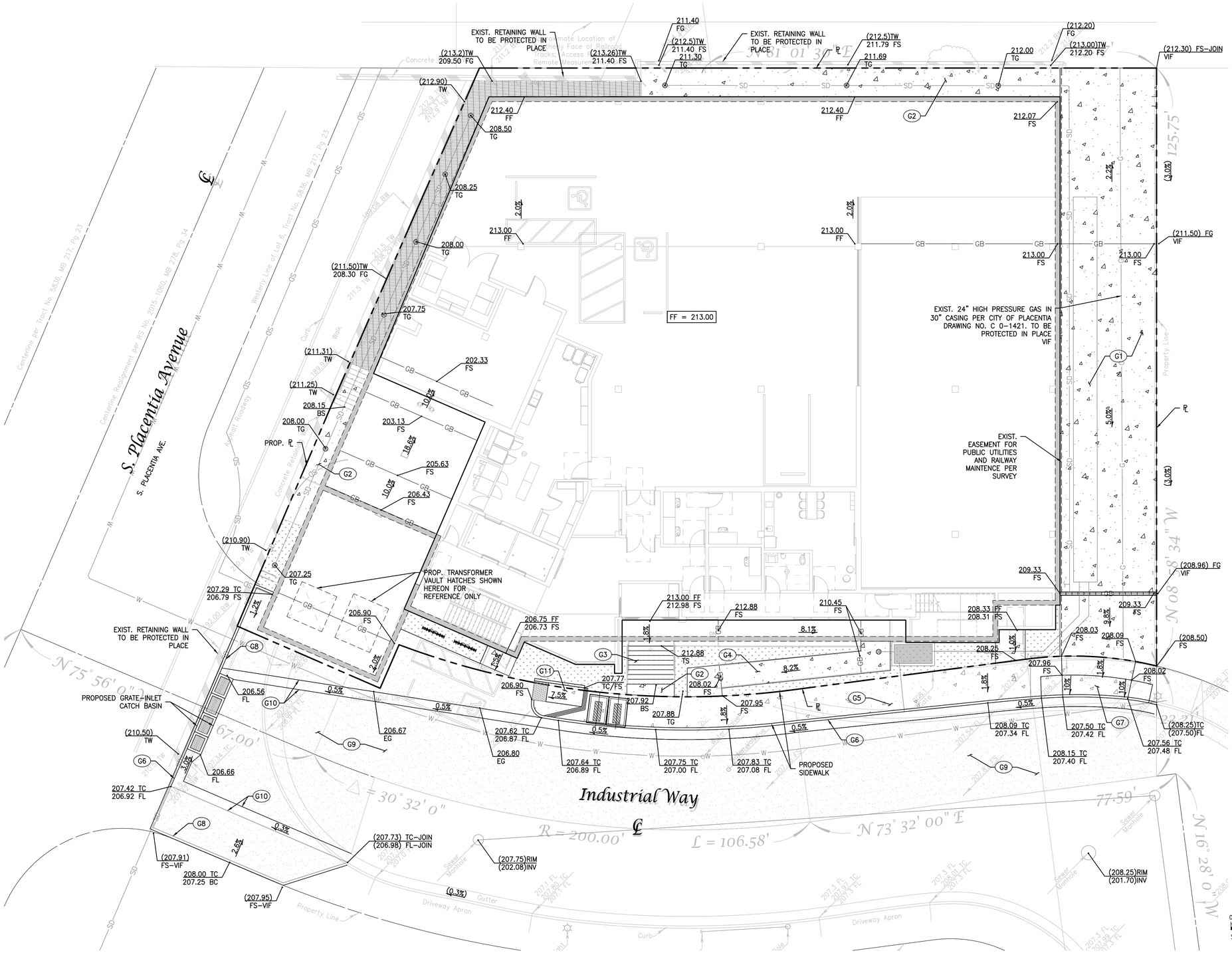
ROUGH GRADING PLANS
PLACENTIA HOTEL
450 S. PLACENTIA AVE.
PLACENTIA, CA 82870
ROUGH GRADING DETAILS
CITY OF PLACENTIA

DRAWING NO.

SHEET 5 OF 10



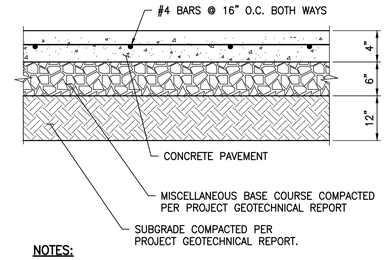
LEGEND

- PROPERTY LINE
- GRADEBREAK
- FLOWLINE
- SITE CONCRETE
- PLANTER AREA
- METAL GRATE PER ARCHITECTURAL PLANS

CONSTRUCTION NOTES

STORM DRAIN

- (G1) INSTALL VEHICULAR CONCRETE PER DETAIL 1, SHEET HEREON.
- (G2) INSTALL CONCRETE WALK PER DETAIL 2 HEREON.
- (G3) CONCRETE STAIR ON GRADE PER ARCHITECTURAL PLANS.
- (G4) CONCRETE RAMP ON GRADE PER ARCHITECTURAL PLANS.
- (G5) INSTALL SIDEWALK PER APWA STD. PLAN NO. 113–2.
- (G6) INSTALL CURB AND GUTTER PER APWA STD. PLAN NO. 120–3.
- (G7) INSTALL DRIVEWAY PER APWA STD. PLAN NO. 110–2.
- (G8) INSTALL CURB PER APWA STD. PLAN NO. 120–3.
- (G9) INSTALL ASPHALT PAVEMENT PER APWA STD. PLAN NO. 133–4.
- (G10) INSTALL LONGITUDINAL GUTTER PER APWA STD. PLAN NO. 122–3.
- (G11) INSTALL CURB RAMP PER APWA STD. PLAN NO. 111–5, CASE D TYPE 2.

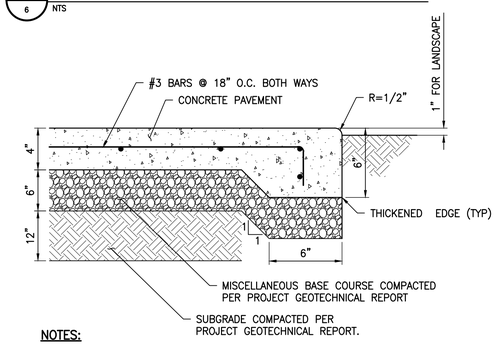


NOTES:

1. PAVEMENT SECTIONS ARE BASED ON RECOMMENDATIONS FROM THE PROJECT GEOTECHNICAL REPORT.
2. REFER TO ARCHITECTURAL PLANS FOR CONCRETE COLOR, PATTERN, TEXTURE, AND FINISH.
3. SEE PLAN FOR LOCATION OF CONTROL JOINTS.

1/6 REINFORCED CONCRETE PAVEMENT

NTS



NOTES:

1. ALL TREAD SURFACES SHALL BE SLIP–RESISTANT.
2. REFER TO ARCHITECTURAL DRAWINGS FOR COLOR, PATTERN, TEXTURE, AND FINISH.
3. SEE PLAN FOR LOCATION OF CONTROL JOINTS.

2/6 CONCRETE WALK SECTION

NTS

N

0 5' 10'

SCALE: 1"=10'

DATE	OWN BY.	E.O.R. NO.	REVISION DESCRIPTION	APP'D DATE

REFERENCES

BENCH MARK: (SEE AT LEFT)

STANDARD PLANS:

UTILITY PLANS:

SEWER PLANS:

Prepared under the supervision of DATE

FRANK LAROCCA
R.C.E. No. C75121

Drawn by: WT

Checked by: WS

Recommended

APPROVED

CITY ENGINEER R.C.E. #C82756

ROUGH GRADING PLANS

PLACENTIA HOTEL

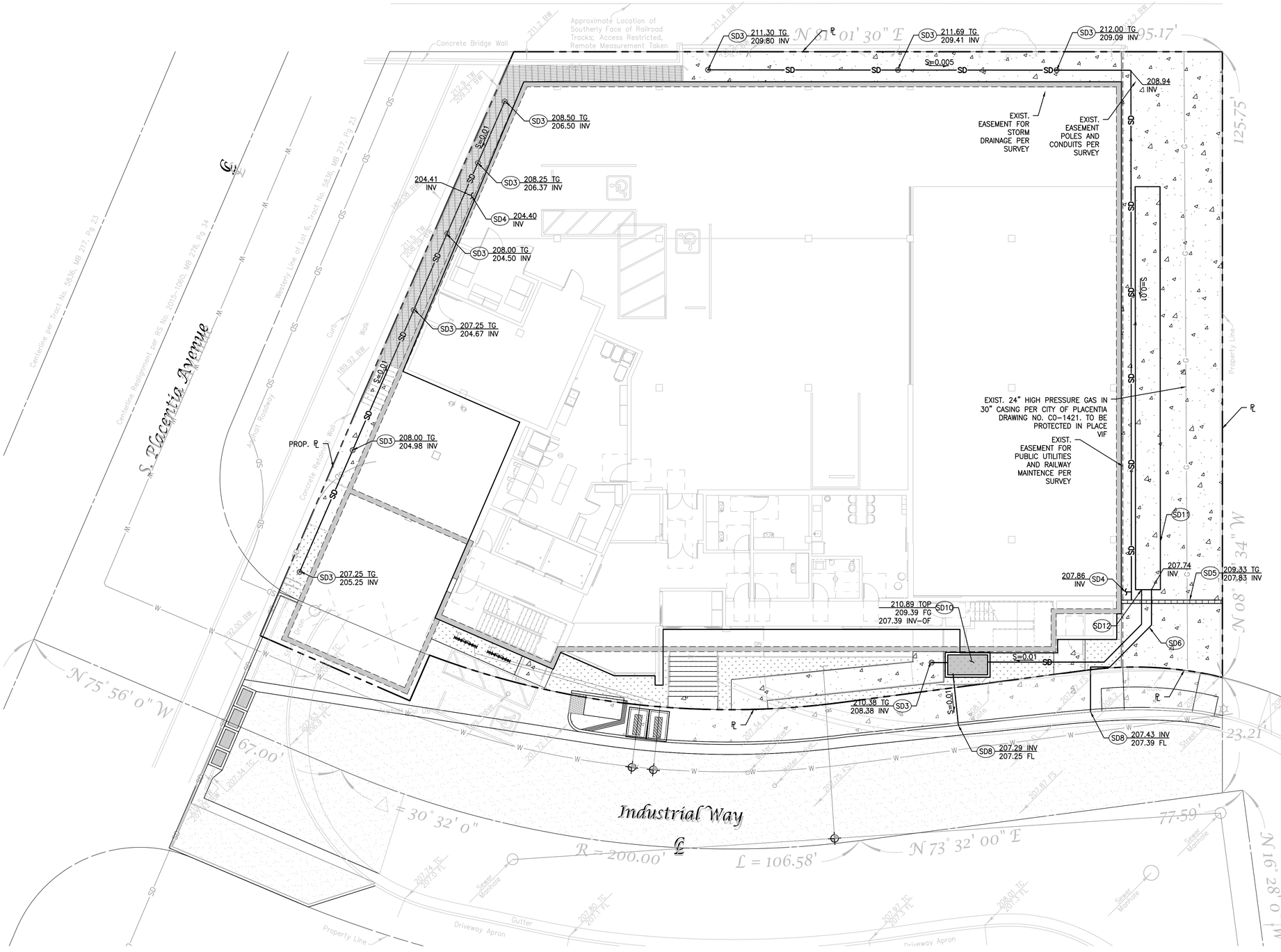
450 S. PLACENTIA AVE.
PLACENTIA, CA 82870

PRECISE GRADING PLAN

CITY OF PLACENTIA

DRAWING NO.

SHEET 6 OF 10



LEGEND

- LIMIT OF WORK
- PROPERTY LINE
- SD — STORM DRAIN
- POINT OF CONNECTION
- COORDINATION POINT
- STORM DRAIN INLET
- AREA DRAIN/PLANTER DRAIN
- TRENCH DRAIN
- PLANTER/LANDSCAPE AREA
- GRAVEL
- LID PLANTER

CONSTRUCTION NOTES

STORM DRAIN

(SD1) INSTALL BUBBLER BOX PER DETAIL 1, SHEET HEREON.

(SD2) INSTALL 4"ø SCH 40 PVC PIPE.

(SD3) INSTALL 6" ROUND AREA DRAIN WITH HEEL PROOF GRATE BY NDS PRO OR APPROVED EQUAL.

(SD4) STORM DRAIN RISER COORDINATION POINT. SEE PLUMBING PLANS FOR PIPE SLOPE, SIZE, MATERIAL, AND CONTINUATION.

(SD5) INSTALL 6" WIDE TRENCH DRAIN WITH HEEL PROOF GRATE.

(SD6) INSTALL 6"ø SCH 40 PVC STORM DRAIN PIPE.

(SD7) INSTALL 6"ø SCH 40 PVC STORM DRAIN OVERFLOW PIPE.

(SD8) STORM DRAIN OUTLET TO CURB FACE PER APWA STANDARD PLAN 150-3. QUANTITY AND SIZE PER PLAN.

(SD9) INSTALL 12" X 12" CATCH BASIN BY OLD CASTLE OR EQUIVALENT.

(SD10) INSTALL OLDCASTLE BIOPOD BIOFILTRATION UNIT OR APPROVED EQUAL, PER DETAIL , SHEET 8.

(SD11) INSTALL 5'ø DETENTION TANK.

(SD12) INSTALL SUBMERSIBLE SUMP PUMP.

NOTE:

1) CONTRACTOR TO PATCH AND PAVE ALL TRENCHES TO MATCH EXISTING PAVEMENT.

DATE	OWN BY.	E.O.R. NO.	REVISION DESCRIPTION	APP'D DATE

REFERENCES

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UTILITY PLANS:

SEWER PLANS:

Prepared under the supervision of

FRANK LAROCCA

R.C.E. No. C75121

DATE

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Recommended

APPROVED

CITY ENGINEER R.C.E. #C82756

ROUGH GRADING PLANS

PLACENTIA HOTEL

450 S. PLACENTIA AVE.
PLACENTIA, CA 92870

WQMP PLAN

CITY OF PLACENTIA

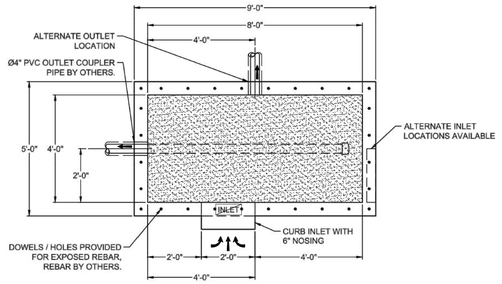
DRAWING NO.

SHEET 7 OF 10

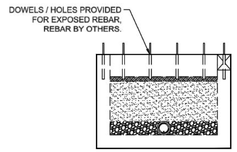
SITE SPECIFIC DATA				
Structure ID				DA1
Treatment Flow Rate (cfs)				0.104
Peak Flow Rate (cfs)				0
Rim Elevation				0
Pipe Data	**Pipe Location**	**Pipe Size**	**Pipe Type**	**Invert Elevation**
Outlet	-	4	-	-3.5
Notes:				

PERFORMANCE SPECIFICATIONS	
Treatment Flow Capacities:	
NJDEP 80% Removal, 75 micron	0.128 cfs
WA Ecology GULD - Basic, Enhanced & Phosphorus	0.114 cfs
Bypass Capacity	NA

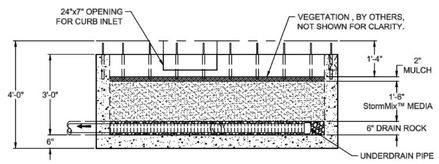
*Contact Oldcastle for alternative treatment flow capacities.



PLAN VIEW



LEFT END VIEW



ELEVATION VIEW

NOTES:

1. DESIGN LOADINGS:
   A. 300 PSF PEDESTRIAN LOADING
   B. DESIGN SOIL COVER: 0' MAXIMUM
   C. ASSUMED WATER TABLE: BELOW BASE OF PRECAST (ENGINEER-OF-RECORD TO CONFIRM SITE WATER TABLE ELEVATION)
   D. LATERAL EARTH PRESSURE: 45 PCF (DRAINED)
   E. LATERAL LIVE LOAD SURCHARGE: 80 PSF (APPLIED TO 8'-0" BELOW GRADE)
   F. NO LATERAL SURCHARGE FROM ADJACENT BUILDINGS, WALLS, PIERS, OR FOUNDATIONS.
2. CONCRETE 28-DAY MINIMUM COMPRESSIVE STRENGTH: 5,000 PSI MINIMUM.
3. REINFORCING: REBAR, ASTM A615/A706, GRADE 60
4. CEMENT: ASTM C150
5. REQUIRED ALLOWABLE SOIL BEARING CAPACITY: 2,500 PSF
6. REFERENCE STANDARD:
   A. ASTM C890
   B. ASTM C913
   C. ACI 318-14
7. THIS STRUCTURE IS DESIGNED TO THE PARAMETERS NOTED HEREIN. ENGINEER-OF-RECORD SHALL VERIFY THAT NOTED PARAMETERS MEET OR EXCEED PROJECT REQUIREMENTS. IF DESIGN PARAMETERS ARE INCORRECT, REVIEWING ENGINEER/AUTHORITY SHALL NOTIFY OLDCASTLE INFRASTRUCTURE UPON REVIEW.
8. INLET AND OUTLET HOLES WILL BE FACTORY CORED/CAST PER PLANS AND CUSTOMER REQUIREMENTS. INLET AND OUTLET LOCATIONS CAN BE MIRRORED.
9. CONTRACTOR RESPONSIBLE TO VERIFY ALL SIZES, LOCATIONS, AND ELEVATIONS OF OPENINGS.
10. CONTRACTOR RESPONSIBLE TO ENSURE ADEQUATE BEARING SURFACE IS PROVIDED (I.E. COMPACTED AND LEVEL PER PROJECT SPECIFICATIONS).
11. SECTION HEIGHTS, SLAB/WALL THICKNESSES, AND KEYWAYS ARE SUBJECT TO CHANGE AS REQUIRED FOR SITE REQUIREMENTS AND/OR DUE TO PRODUCT AVAILABILITY AND PRODUCTION FACILITY CONSTRAINTS.
12. MAXIMUM PICK WEIGHTS*:
    A. BASE: XX,XXX LBS*
       (* COMBINED WEIGHT OF BASE INCLUDES BYPASS WEIR, DIVIDER WALL, ROCK & MEDIA)
13. INTERNALS SHALL CONSIST OF UNDERDRAIN PIPE, ROCK, STORMMIX™ MEDIA, AND MULCH.

Oldcastle Infrastructure
A CRH Company

Ph: 800.579.8310 | www.oldcastleinfrastructure.com/stormwater

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BioPod™ Biofilter System (STANDARD)
Planter vault with External Bypass

CUSTOMER: Labib Funk + Associates
PROJECT NAME: Placentia Hotel
SHEET NAME: Specifier Drawing BPP-48EB
REVISION: - / REV DATE: -
SHEET: 1 OF 1

Bioretention/ Biofiltration

1 / 7 BIOPOD BIOFILTRATION UNIT
N.T.S.

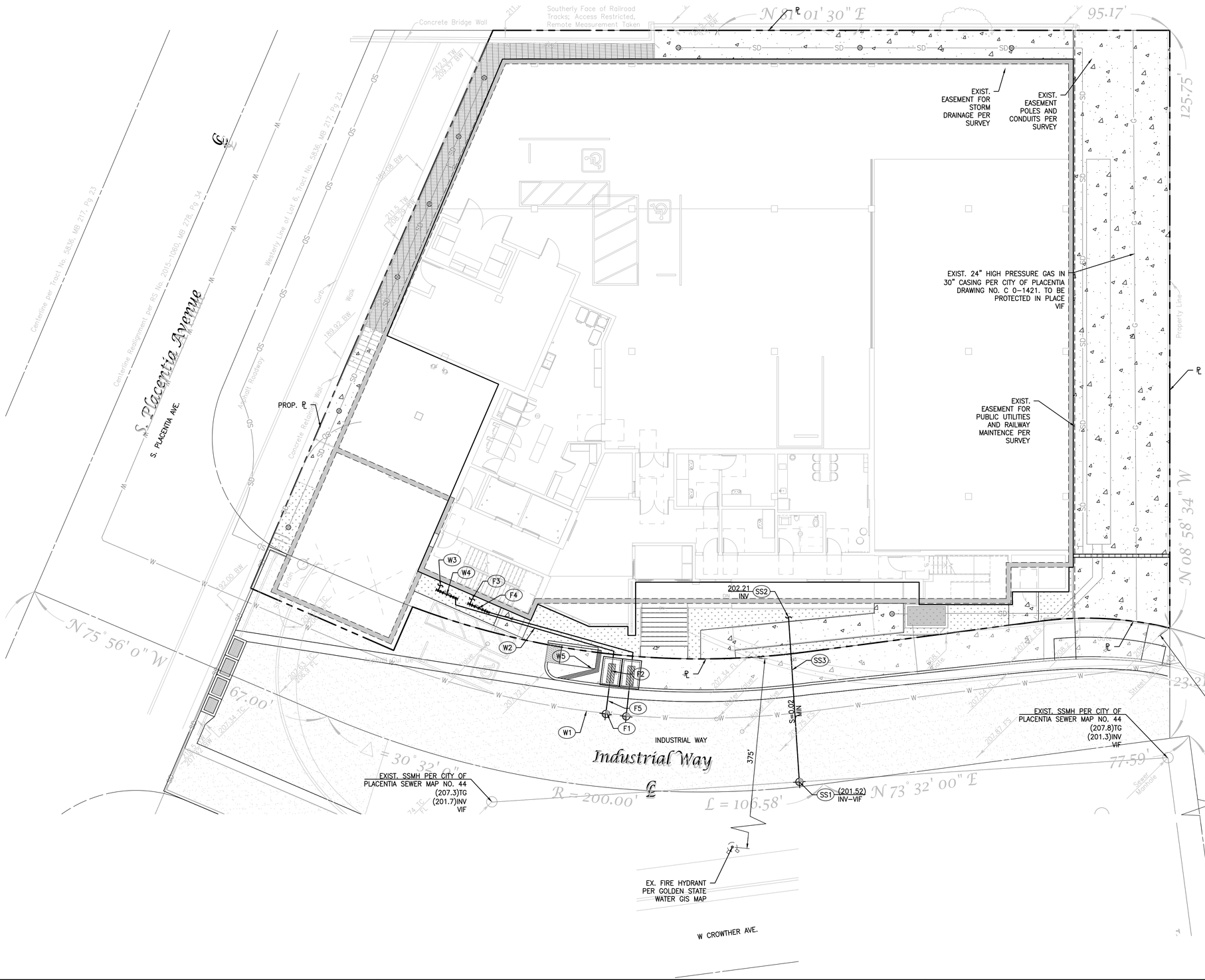
		E.O.R.	REVISION		REFERENCES	
DATE	OWN BY.	NO.	DESCRIPTION	APP'D DATE	BENCH MARK: (SEE AT LEFT)	STANDARD PLANS:
						UTILITY PLANS:
						SEWER PLANS:

Prepared under the supervision of — DATE
FRANK LAROCCA
R.C.E. No. C75121
Drawn by: WT
Checked by: WS
Recommended
APPROVED
CITY ENGINEER R.C.E. #C82756

ROUGH GRADING PLANS
PLACENTIA HOTEL
450 S. PLACENTIA AVE.
PLACENTIA, CA 82870
WQMP DETAILS
CITY OF PLACENTIA

DRAWING NO.

SHEET 8 OF 10


Southerly Face of Railroad Tracks; Access Restricted, Remote Measurement Taken
Concrete Bridge Wall
N 81° 01' 30" E
95.17'
125.75'
N 08° 58' 34" W
EXIST. EASEMENT FOR STORM DRAINAGE PER SURVEY
EXIST. EASEMENT POLES AND CONDUITS PER SURVEY
EXIST. 24" HIGH PRESSURE GAS IN 30" CASING PER CITY OF PLACENTIA DRAWING NO. C 0-1421. TO BE PROTECTED IN PLACE VIF
EXIST. EASEMENT FOR PUBLIC UTILITIES AND RAILWAY MAINTENCE PER SURVEY
Property Line
Centerline per Tract No. 5836, MB 217, Pg 23
Centerline Realignment per RS No. 2015-1060, MB 278, Pg 34
Westerly Line of Lot 6, Tract No. 5836, MB 217, Pg 23
S. Placentia Avenue
S. PLACENTIA AVE.
PROP.
Asphalt Roadway
Concrete Retaining Wall
Curb
Walk
Curb Ramp
Sidewalk
Planter
W3
W4
F3
F4
W2
W5
F2
F5
F1
W1
202.21 INV
SS2
SS3
S=0.02 MIN
375'
INDUSTRIAL WAY
Industrial Way
EXIST. SSMH PER CITY OF PLACENTIA SEWER MAP NO. 44 (207.3)TG (201.7)INV VIF
EXIST. SSMH PER CITY OF PLACENTIA SEWER MAP NO. 44 (207.8)TG (201.3)INV VIF
(201.52) INV-VIF
SS1
N 75° 56' 0" W
67.00'
Δ = 30° 32' 0"
R = 200.00'
L = 106.58'
N 73° 32' 00" E
77.59'
N 16° 26' 34" W
120'
EX. FIRE HYDRANT PER GOLDEN STATE WATER GIS MAP
W CROWTHER AVE.
Sewer Manhole
Storm Drain Manhole
Fire Hydrant
Power Pole
Light Pole
Traffic Signal
Mailbox
Bench
Trash Can
Bollard
Tree
Shrub
Fence
Gate
Retaining Wall
Top of Curb
Flowline
Edge of Pavement
Centerline
Property Line
Sidewalk
Planter
Asphalt Roadway
Concrete Retaining Wall
Curb
Walk
Curb Ramp

Pennisetum spathiolatum

Senecio serpens

Yucca rostrata

Parkinsonia aculeata

Agave x 'Blue Glow'

Dracaena draco

Yucca rostrata

Crassula arborescens `Silver Dollar`

Lomandra confertifolia 'Seascape'

Aeonium simsii

Agave attenuata 'Nova'

Agave x 'Blue Flame'

Chamaerops humilis cerifera 'Silver Select'

Agave desmetiana 'Variegata'

Euphorbia lambii

0 4 8 16

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

NORTH

DIGALERT

DIAL TOLL FREE
1-800-422-4133

AT LEAST TWO DAYS
BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

fpld

Fiore Perrtula Landscape Design

11529 W. Pico Blvd.
Los Angeles, CA 90064
info@fp-ld.com
(424) 273-1092

PLACENTIA HOTEL
450 South Placentia Ave,
Placentia CA 92870

REVISIONS

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STAMP

LICENSED LANDSCAPE ARCHITECT
Fiore Perrtula, 5068
07-30-2025
Renewal Date
STATE OF CALIFORNIA

DATE

07/01/2025

SCALE

AS SHOWN

SHEET TITLE

FIRST FLOOR PLANTING PLAN

SHEET NO.

LP-1.0

Agave attenuata 'Nova'

Agave x 'Blue Glow'

Lomandra longifolia 'Breeze'

Planters

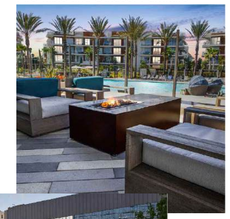
Brahea armata

Laurus nobilis

Mascagnia macroptera

Laurus nobilis

Fire-table and Outdoor Furniture



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

NORTH

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STAMP

LICENSED LANDSCAPE ARCHITECT
Yesi Perttula, CLA
06-30-2025
STATE OF CALIFORNIA

DATE
07/01/2025

SCALE
AS SHOWN

SHEET TITLE
SECOND FLOOR PLANTING PLAN

SHEET NO.
LP-1.1

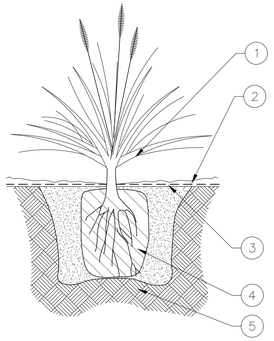
PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	PF (WUCOLS)	H&W @ MATURITY	CANOPY	QTY
TREES								
	DRA DRA	DRACAENA DRACO / DRAGON TREE	24"	BOX	0.2	12' X 6'	6'	1
	EUP EUP	EUPHORBIA LAMBII / TREE EUPHORBIA	15 GAL.	POT	0.2	6' X 4'	4'	1
	PAR ACU	PARKINSONIA ACULEATA / MEXICAN PALO VERDE	48"	BOX	0.2	10' X 20'	10'	1
	YUC ROS	YUCCA ROSTRATA / BEAKED YUCCA	24"	BOX	0.2	8' X 5'	5'	3
PALM TREES								
	BRA ARM	BRAHEA ARMATA / MEXICAN BLUE PALM	10` BTH	BOX	0.2	20' X 6'	6'	7
	CHA SSL	CHAMAEROPS HUMILIS CERIFERA 'SILVER SELECT' / SILVER MEDITERRANEAN FAN PALM	15` BTH	BOX	0.2	8' X 6'	8'	2
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	WUCOLS	H&W @ MATURITY	SPACING	QTY
SHRUBS								
	AGA NOV	AGAVE ATTENUATA 'NOVA' / NOVA FOXTAIL AGAVE	5 GAL.	POT	0.2	2.5' X 3'	30" o.c.	16
	AGA DMV	AGAVE DESMETIANA 'VARIEGATA' / VARIEGATED SMOOTH AGAVE	5 GAL.	POT	0.2	3' X 3'	24" o.c.	14
	AGA BLF	AGAVE X 'BLUE FLAME' / BLUE FLAME AGAVE	5 GAL.	POT	0.2	3' X 3'	30" o.c.	9
	AGA BLG	AGAVE X 'BLUE GLOW' / BLUE GLOW AGAVE	5 GAL.	BOX	0.2	2' X 2.5'	24" o.c.	18
	BAC TWI	BACCHARIS PILULARIS `TWIN PEAKS #2` / TWIN PEAKS #2 COYOTE BRUSH	5 GAL.	POT	0.2	2' X 4'	36" o.c.	4
	CRA SIL	CRASSULA ARBORESCENS `SILVER DOLLAR` / SILVER DOLLAR JADE	15 GAL.	POT	0.2	3' X 3'	24" o.c.	22
	JUN ELK	JUNCUS PATENS 'ELK BLUE' / SPREADING RUSH	1 GAL.	POT	0.2	2' X 2'	18" o.c.	15
	LOM SEA	LOMANDRA CONFERTIFOLIA 'SEASCAPE' / SEASCAPE MAT RUSH	1 GAL.	POT	0.5	1.5' X 2.5'	24" o.c.	28
	LOM IRA	LOMANDRA LONGIFOLIA 'BREEZE' / BREEZE™ MAT RUSH	1 GAL.	POT	0.2	2' X 2'	24" o.c.	4
	PEN SPA	PENNISETUM SPATHIOLATUM / SLENDER VELDT GRASS	1 GAL.	POT	0.2	1' X 1'	12" o.c.	148
	PEN FA5	PENNISETUM X 'FAIRY TAILS' / FAIRY TAILS FOUNTAIN GRASS	5 GAL.	POT	0.5	2' X 2'	24" o.c.	40
HEDGES								
	LAU NOB	LAURUS NOBILIS / SWEET BAY	24"	BOX	0.2	25' X 4'	36" o.c.	21
VINE/ESPALIER								
	MAS MAC	MASCAGNIA MACROPTERA / YELLOW ORCHID VINE	15 GAL.	POT	0.2	CLIMBING / SPREADING	48" o.c.	4
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	PF (WUCOL)	H&W @ MATURITY	SPACING	QTY
GROUND COVERS								
	AEO SIM	AEONIUM SIMSII / GROUNDCOVER AEONIUM	4"	POT	0.2	12" X SPREADING	8" o.c.	525
	SEN SER	SENECIO SERPENS / BLUE CHALKSTICKS	1 GAL.	POT	0.2	12" X SPREADING	8" o.c.	491

PLANTING NOTES

A. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF ALL SITE CONDITIONS WHICH PREVENT INSTALLATION PER PLANS AND SPECIFICATIONS.
B. THE CONTRACTOR SHALL BE LIABLE FOR REMOVING AND REINSTALLING ALL IRRIGATION EQUIPMENT, AND REPLANTING AREAS WHICH ARE NOT INSTALLED PER PLANS AND SPECIFICATIONS.
C. THE IRRIGATION SYSTEM SHALL BE INSTALLED AND TESTED PRIOR TO PLANT MATERIALS.
D. TREES AND SHRUBS SHALL BE PLANTED AFTER CONCRETE PLACEMENT, BUT NOT BEFORE THE IRRIGATION COVERAGE TEST HAS BEEN APPROVED (REFER TO SPECIFICATIONS).
E. PLACE TREES BETWEEN IRRIGATION HEADS WHEREVER POSSIBLE.
F. INSTALL SHREDDED MULCH IN ALL SHRUB AND GROUNDCOVER AREAS AT A DEPTH OF 3" UNLESS OTHERWISE INDICATED ON THE PLANS.
G. THE CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS AND/OR REPLACEMENT OF ANY DAMAGED LANDSCAPE AREAS BEYOND THE LIMIT OF WORK, AS A DIRECT RESULT OF THE LANDSCAPE CONSTRUCTION BY THE CONTRACTOR AND/OR BY HIS SUB-CONTRACTOR. REPLACEMENT ITEMS SHALL BE AN EXACT DUPLICATE OF THE ORIGINAL WORK, UNLESS OTHERWISE APPROVED BY THE LANDSCAPE ARCHITECT.
H. CLEAN-UP SHALL TAKE PLACE ON A DAILY BASIS UNLESS OTHERWISE APPROVED BY THE OWNER.
I. THE PLANTING PLANS ARE ONLY ACCURATE FOR THE PLANTING LOCATION AND PLANT SIZE. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES BY PLAN CHECK.

"All shrub areas shall be underplanted with ground cover listed for each planted area on the plan and all groundcover shall be planted twelve (12) inches on center, minimum and shall be triangularly spaced".

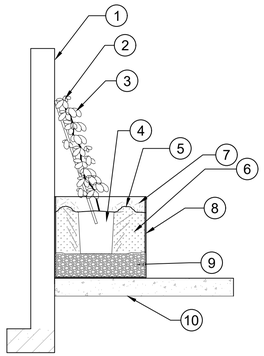


LEGEND

1. TYPICAL PLANT, SPACINIG VARIES-SEE PLANT LEGEND AND PLANS
2. 'INFILL' PLANT, AS REQUIRED TO MAINTAIN SPACING AT IRREGULAR EDGES NOTE: STABILIZED INFIELD MIX DECOMPOSED GRANITE TO BE USED ONLY AREAS PLANTED WITH GRASS.
3. WEED BARRIER
4. SEE SPECIFICATIONS ROOTBALL
5. 90% COMPACTED SUBGRADE

GRASS PLANTING 5

NOT TO SCALE



1. COLUMN OR POST.
2. LEAN NURSERY STAKE AGAINST THE POST. STAKE TO BE REMOVED AT THE END OF THE MAINTENANCE (WARRANTY) PERIOD AFTER THE VINE HAS ATTACHED TO THE WALL.
3. VINE.
4. ROOT BALL.
5. 4" X 8" WIDE ROUND - TOPPED SOIL BERM ABOVE ROOT BALL SURFACE SHALL BE CONSTRUCTED AROUND THE ROOT BALL. BERM SHALL BEGIN AT ROOT BALL PERIPHERY.
6. PRIOR TO MULCHING, LIGHTLY TAMP SOIL AROUND THE ROOT BALL IN 6" LIFTS TO BRACE SHRUB. DO NOT OVER COMPACT. WHEN THE PLANTING HOLE HAS BEEN BACKFILLED, POUR WATER AROUND THE ROOT BALL TO SETTLE THE SOIL.
7. 4" LAYER OF MULCH. NO MORE THAN 1" OF MULCH ON THE TOP OF THE ROOT BALL. (SEE SPECIFICATIONS FOR MULCH).
8. PLANTER
9. MIN. 6" OF LIGHT WEIGHT DRAINAGE GRAVEL
10. PAVEMENT.

VINE PLANTING 4

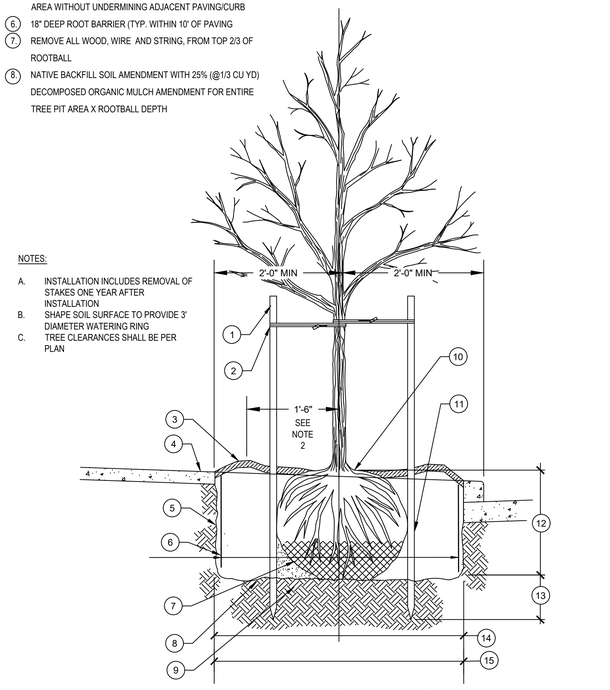
NOT TO SCALE

LEGEND

1. STAKE TREE WITH (2) TREATED 2"Ø LODGEPOLE PINE DOWELED TREE STAKES (8'-0" LENGTH)
2. LOOP EACH TIE AROUND HALF TREE LOOSELY TO PROVIDE 1" SLACK FOR TRUNK GROWTH "CHAINLOCK" OR EQUAL TREE TIE MATERIAL (1" WIDTH) NAIL OR STAPLE TREE TIE MATERIAL TO STAKE TO HOLD VERTICALLY. LOOP EACH TIE AROUND HALF TREE LOOSELY TO PROVIDE 1" SLACK FOR TRUNK GROWTH
3. 2"-3" MULCH DEPTH (TAPERED AT TRUNK) MULCH TREE PIT MIN 5'-0" LENGTH FULL PLANTING STRIP WIDTH BETWEEN CURB AND SIDEWALK (FOR PLANTING STRIPS LESS THAN 6'-0"WIDE). PROVIDE 5'-0"Ø MULCH RING FOR PLANTING STRIPS WIDER THAN 6'-0"
4. SIDEWALK
5. ROUGHEN SIDES OF PLANTING HOLE MAXIMIZE EXCAVATED AREA WITHOUT UNDERMINING ADJACENT PAVING/CURB
6. 18" DEEP ROOT BARRIER (TYP. WITHIN 10' OF PAVING
7. REMOVE ALL WOOD, WIRE AND STRING, FROM TOP 2/3 OF ROOTBALL
8. NATIVE BACKFILL SOIL AMENDMENT WITH 25% (@1/3 CU YD) DECOMPOSED ORGANIC MULCH AMENDMENT FOR ENTIRE TREE PIT AREA X ROOTBALL DEPTH
9. UNDISTURBED SUBGRADE (PROVIDES FIRM BASE SO THAT ROOTBALL WILL NOT SINK)
10. SET TOP OF ROOT CROWN 2" ABOVE ADJACENT CURB & SIDEWALK GRADE
11. DRIVE STAKE AT ROOTBALL EDGE (TYP)
12. TREE PIT DEPTH = ROOTBALL DEPTH (MEASURE BEFORE DIGGING TO AVOID OVEREXCAVATION)
13. DRIVE STAKES 6" TO 1'-0" INTO UNDISTURBED SOIL BELOW ROOTBALL
14. MIN WIDTH OF TREE PIT=2 TIMES ROOTBALL DIAMETER OR 5'-0", WHICHEVER IS GREATER
15. MULCH AREA TO BE CLEAR OF GRASS, WEEDS, ETC. TO REDUCE COMPETITION WITH TREE ROOTS

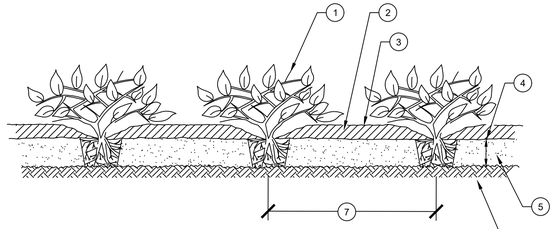
NOTES:

A. INSTALLATION INCLUDES REMOVAL OF STAKES ONE YEAR AFTER INSTALLATION
B. SHAPE SOIL SURFACE TO PROVIDE 3' DIAMETER WATERING RING
C. TREE CLEARANCES SHALL BE PER PLAN



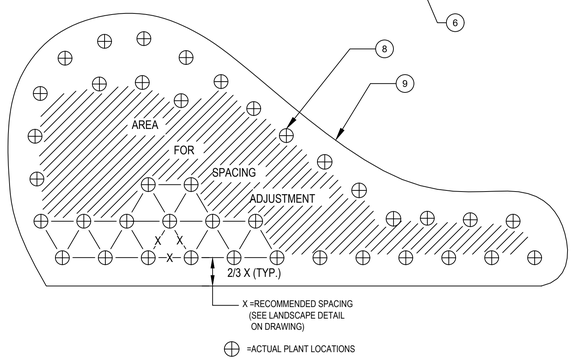
TREE PLANTING AND STAKING DETAIL 2

NOT TO SCALE



LEGEND

1. TYPICAL GROUND COVER PLANTED AT NURSERY LEVEL
2. MIN 2"MULCH
3. FINISH GRADE
4. 6" DEPTH
5. 3"-4"PLANTING SOIL MIXED 50/50 WITH NATIVE SOIL OR NATIVE SOIL AMENDED WITH 25 % MIN DECOMPOSED ORGANIC MULCH AMENDMENT
6. SCARIFIED SUBGRADE
7. SPACING VARIES SEE LANDSCAPE DRAWINGS
8. CONTINUOUS OUTER ROW AT X FEET ON CENTER. 2/3X FEET SETBACK FROM EDGE OF PLANTING BED WITH TRIANGULAR SPACING INSIDE BED (TYP)
9. EDGE OF PLANTING BED OR PAVEMENT



X =RECOMMENDED SPACING (SEE LANDSCAPE DETAIL ON DRAWING)

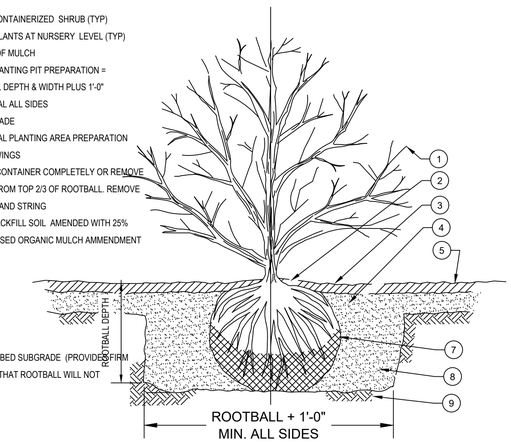
⊕ =ACTUAL PLANT LOCATIONS

GROUNDCOVER AND SHRUB PLANTING /SPACING DETAIL 3

NOT TO SCALE

LEGEND

1. B&B OR CONTAINERIZED SHRUB (TYP)
2. SET ALL PLANTS AT NURSERY LEVEL (TYP)
3. MIN 2"-3" OF MULCH
4. SHRUB PLANTING PIT PREPARATION = ROOTBALL DEPTH & WIDTH PLUS 1'-0" ADDITIONAL ALL SIDES
5. FINISH GRADE
6. ADDITIONAL PLANTING AREA PREPARATION PER DRAWINGS
7. REMOVE CONTAINER COMPLETELY OR REMOVE BURLAP FROM TOP 2/3 OF ROOTBALL. REMOVE ALL WIRE AND STRING
8. NATIVE BACKFILL SOIL AMENDED WITH 25% DECOMPOSED ORGANIC MULCH AMMENDMENT
9. UNDISTURBED SUBGRADE (PROVIDES FIRM BASE SO THAT ROOTBALL WILL NOT



SHRUB PLANTING DETAIL 1

NOT TO SCALE

Flore Pertula Landscape Design
11529 W. Rico Blvd.
Los Angeles, CA 90064
info@fp-ld.com
(424) 273-1092

PLACENTIA HOTEL
450 South Placentia Ave,
Placentia CA 92870

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STAMP

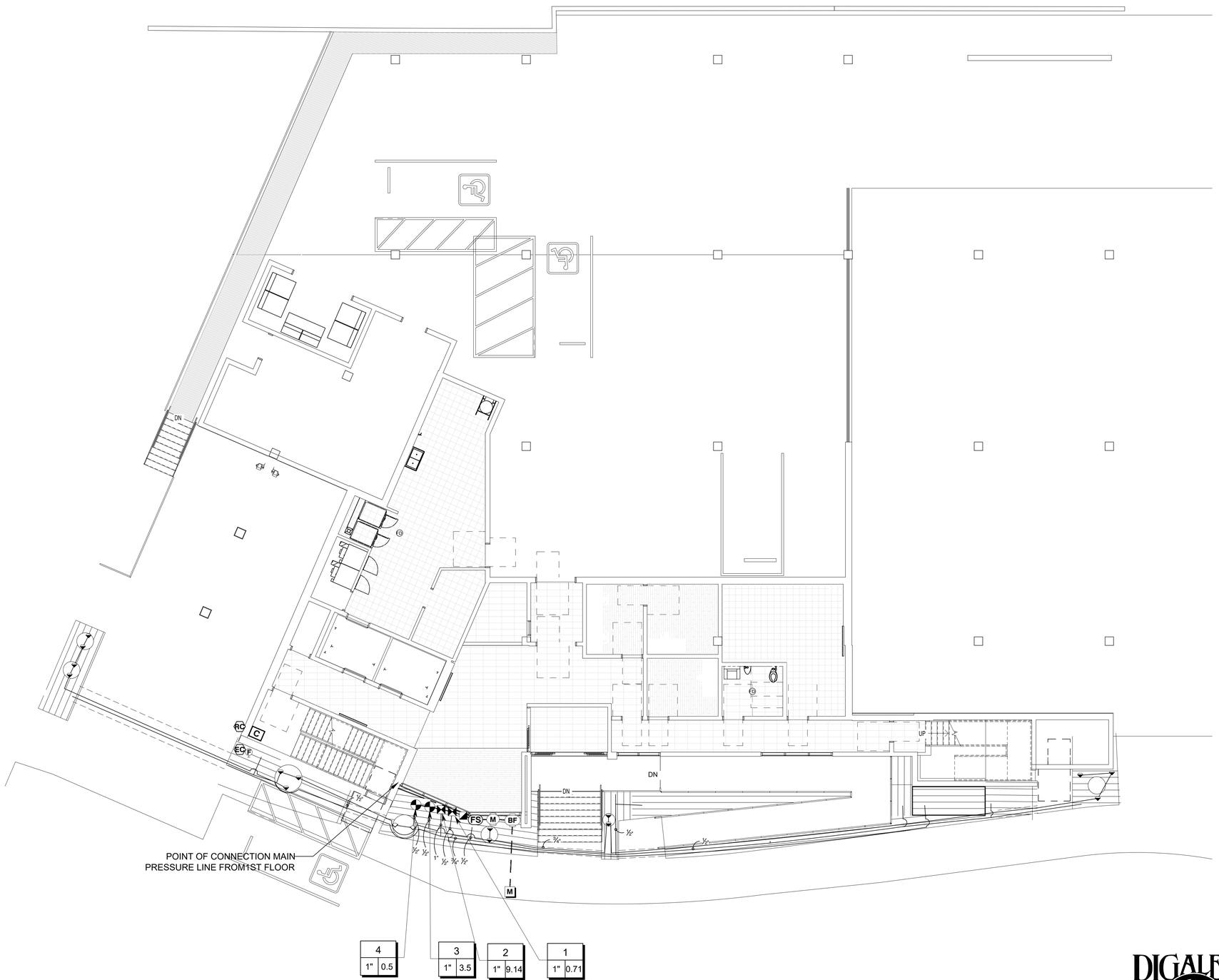
LICENSED LANDSCAPE ARCHITECT
Flore Pertula Design
Expires
06/30/2025
Date
STATE OF CALIFORNIA

DATE
07/01/2025

SCALE
1/8"=1'-0"

SHEET TITLE
PLANTING LEGEND

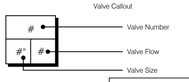
SHEET NO.
LP-2.0



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	DETAIL
25Q 50Q 50H 10H 10F 20F	HUNTER PROS-00-MSBN MULTI-STREAM BUBBLER, FIXED RISER, 25=.25 GPM, 50=0.5 GPM, 10=1.0 GPM, 20=2.0 GPM.	14	30	10/LI-2.0
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY		DETAIL
	NETAFIM LVCZ10075-HFHP 1" PRE-ASSEMBLED CONTROL ZONE KIT, WITH 1IN. SERIES 80 CONTROL VALVE, 3/4IN. DISC FILTER, AND HIGH FLOW PRESSURE REGULATOR 4.5GPM TO 17.6GPM.	2		1/LI-2.1
	NETAFIM LVCZS8010075-LF 1" PRE-ASSEMBLED CONTROL ZONE KIT, WITH 1IN. SERIES 80 CONTROL VALVE, 3/4IN. DISC FILTER, AND LOW FLOW PRESSURE REGULATOR 0.25GPM-4.4GPM	2		1/LI-2.1
F	NETAFIM TLFV-1 AUTOMATIC FLUSH VALVE, WITH INSERT INLET	1		3/LI-2.1
EC	HUNTER ECO-ID ECO-ID: 1/2IN. FPT CONNECTION WITH 12 PSI-70 PSI OPERATING PRESSURE. SPECIFY WITH HUNTER SJ SWING JOINT.	1		4/LI-2.1
	AREA TO RECEIVE DRIPLINE NETAFIM TLHCVXR-CS-053-12 TECHLINE HCVXR-CS PRESSURE COMPENSATING LANDSCAPE DRIPLINE WITH COPPER STRIPE, CHECK VALVE AND ANTI-SIPHON FEATURE. 0.53 GPH EMITTERS AT 12" O.C. DRIPLINE LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. 17MM.	1,580 LF		2/LI-2.1
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY		DETAIL
	HUNTER PGV-100A 1" 1IN. PLASTIC ELECTRIC REMOTE CONTROL VALVE, FOR RESIDENTIAL/LIGHT COMMERCIAL USE. FEMALE NPT INLET/OUTLET. ANGLE CONFIGURATION, NO FLOW CONTROL.	2		8/LI-2.0
	HUNTER HQ-33DLRC 3/4" QUICK COUPLER VALVE, YELLOW LOCKING RUBBER COVER, RED BRASS AND STAINLESS STEEL, WITH 3/4IN. NPT INLET, 2-PIECE BODY.	4		
M	SUPERIOR 3100-PRS 1" NORMALLY OPEN BRASS MASTER VALVE THAT PROVIDES DIRTY WATER PROTECTION. AVAILABLE IN 3/4IN., 1IN., 1-1/4IN., 1-1/2IN., 2IN., 2-1/2IN., AND 3IN.. PRESSURE REGULATION FEATURE.	1		2/LI-2.0
BF	FEBCO 825Y 1" REDUCED PRESSURE BACKFLOW PREVENTER	1		1/LI-2.0
C	HUNTER PHC-1200 WI-FI ENABLED, FULL-FUNCTIONING CONTROLLER WITH TOUCHSCREEN, 12-STATION FIXED CONTROLLER, 120 VAC, OUTDOOR MODEL.	1		6/LI-2.0
RC	HUNTER RAIN-CLIK RAIN SENSOR, WITH CONDUIT INSTALLATION, MOUNT AS NOTED. NORMALLY CLOSED SWITCH.	1		7/LI-2.0
FS	CREATIVE SENSOR TECHNOLOGY FSI-T10-001 1IN. PVC TEE TYPE FLOW SENSOR W/SOCKET ENDS, CUSTOM MOUNTING TEE AND ULTRA-LIGHTWEIGHT IMPELLER ENHANCES LOW FLOW MEASUREMENT. 2 WIRE DIGITAL OUTPUT COMPATIBLE W/ALL IRRIGATION CONTROLLERS. FLOW RANGE: .86 GPM - 52 GPM.	1		3/LI-2.0
M	WATER METER 1" 11950 RIVERSIDE DR PRESSURE RANGE: HIGH PRESSURE: 99PSI LOW PRESSURE: 76PSI EXISTING METER SIZE: 1" DOMESTIC SAMUEL MALDONADO ENGINEERING DESIGNER LOS ANGELES DEPARTMENT OF WATER AND POWER WATER DISTRIBUTION ENGINEERING	EAST VALLEY DISTRICT (213) 367-1243 | SAMUEL.MALDONADO@LADWP.COM	1		
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 1/2"	607.8 LF		
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 3/4"	27.6 LF		
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 1"	4.2 LF		
	IRRIGATION MAINLINE: PVC SCHEDULE 40 1"	4.0 LF		
	IRRIGATION MAINLINE: PVC SCHEDULE 40 1 1/4"	22.6 LF		
	IRRIGATION MAINLINE: TYPE K COPPER PIPE	130.5 LF		
	PIPE SLEEVE: PVC SCHEDULE 40	55.8 LF		

Valve Callout



"All irrigation system components shall comply with the California Plumbing Code, latest adopted edition and all City of Placentia codes, permits and inspection procedures shall be complied with."

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

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Fiore Perrfula Landscape Design
11570 W. Pico Blvd.
Los Angeles, CA 90064
info@fp-id.com
(424) 273-1092

PLACENTIA HOTEL
450 South Placentia Ave,
Placentia CA 92870

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STAMP

LICENSED LANDSCAPE ARCHITECT
Fiori Perrfula, Sophia
No. 6415
Exp. 04.30.2027
Date
STATE OF CALIFORNIA

DATE
07/01/2025

SCALE
AS SHOWN

SHEET TITLE
IRRIGATION PLAN

SHEET NO.
LI-1.0

IRRIGATION NOTES

A. THE IRRIGATION PLAN IS DIAGRAMMATIC. ALL PIPE, VALVES, ETC. SHOWN WITHIN PAVED AREAS ARE FOR PLAN CLARIFICATION ONLY AND SHALL BE INSTALLED WITHIN PLANTING AREAS WHEREVER POSSIBLE.

B. DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS INDICATED ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS OR GRADE DIFFERENCES EXIST AND SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR MUST ASSUME FULL RESPONSIBILITY FOR REVISIONS NECESSARY.

C. SYSTEM DESIGN IS BASED ON MINIMUM OPERATING PRESSURE SHOWN AT EACH POINT OF CONNECTION WITH MAXIMUM GPM DEMAND SPECIFIED. THE IRRIGATION CONTRACTOR SHALL VERIFY ALL PRESSURES ON SITE PRIOR TO CONSTRUCTION. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.

D. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH ALL GRADE DIFFERENCES, SLOPES, LOCATION OF WALLS, RETAINING WALLS, CURBS, ETC. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH THE GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS FOR THE LOCATION OF PIPE SLEEVES THROUGH WALLS AND FOOTINGS, UNDER ROADS, PAVING AND STRUCTURES.

E. MAINLINE PIPING BETWEEN THE POINT OF CONNECTION, METER AND BACKFLOW PREVENTER TO BE OF MATERIAL AS REQUIRED BY THE GOVERNING WATER DISTRICT.

F. FINAL LOCATION OF THE AUTOMATIC CONTROLLER ENCLOSURE AND THE BACKFLOW PREVENTION DEVICE SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT, AND/OR OWNER, WHERE APPLICABLE.

G. IN ADDITION TO THE SLEEVES SHOWN ON THE PLAN, THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SLEEVES OF SUFFICIENT SIZE UNDER ALL PAVED AREAS PRIOR TO PAVING UPON AND DIRECTION AND APPROVAL OF THE LANDSCAPE ARCHITECT, IF REQUIRED TO OPERATE SYSTEMS.

H. THE IRRIGATION CONTRACTOR SHALL FLUSH ALL LINES AND ADJUST ALL HEADS FOR MAXIMUM PERFORMANCE AND TO PREVENT OVER SPRAY ONTO WALLS, STREETS, AND BUILDINGS. THIS SHALL INCLUDE SELECTING THE BEST NOZZLE RADIUS TO FIT UNUSUAL SITE CONDITIONS AT NO EXTRA COST TO THE AGENCY. CALL THE LANDSCAPE ARCHITECT 48 HOURS IN ADVANCE FOR ANY COVERAGE TESTS.

I. IRRIGATION CONTRACTOR SHALL ADJUST MAINLINE DEPTH AS REQUIRED TO ACCOMMODATE 3" MINIMUM CLEARANCE FROM THE TOP OF QUICK COUPLER VALVE, GATE VALVE, AND REMOTE CONTROL VALVE TO BOTTOM OF VALVE BOX LID.

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	PIPE 1/2"	PIPE 3/4"	PIPE 1"	WIRE	DESIGN PSI	FRICTION LOSS	VALVE LOSS	PSI	PSI @ POC	HEAD ELEV	PRECIP
1	NETAFIM LVCZ10075-HFHP	1"	AREA FOR DRIPLINE	0.71	80.9 LF	82.9				25	0.23	7.2	32.4			1.39 in/h
2	NETAFIM LVCZ10075-HFHP	1"	AREA FOR DRIPLINE	9.09	1,032 LF	159.5	27.6	4.1		25	2.66	10.3	38.0			1.51 in/h
3	HUNTER PGV-100A	1"	BUBBLER	3.5	14	200.1				30	1.3	1	32.3			1.40 in/h
4	HUNTER PGV-100A	1"	BUBBLER	0.5	2	6.5				20	0.01	1	21.0			1.08 in/h
5	NETAFIM LVCZS8010075-LF	1"	AREA FOR DRIPLINE	2.6	298.6 LF	108.6				25	0.97	5.6	38.1		15 ft	1.95 in/h
6	NETAFIM LVCZS8010075-LF	1"	AREA FOR DRIPLINE	1.43	162.9 LF	53.4				25	0.55	5.13	37.2		15 ft	2.0 in/h

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Los Angeles, CA 90064
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(424) 273-1092

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STAMP

LICENSED LANDSCAPE ARCHITECT
Yael Perrfulia, 6502
07-30-2025
STATE OF CALIFORNIA

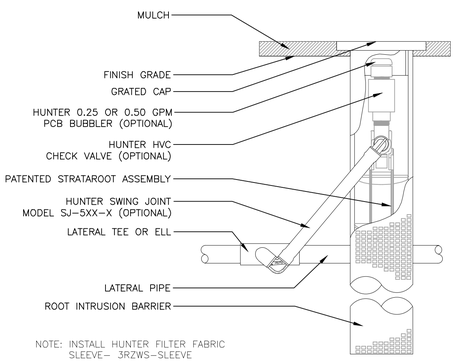
DATE
07/01/2025

SCALE
AS SHOWN

SHEET TITLE
IRRIGATION PLAN

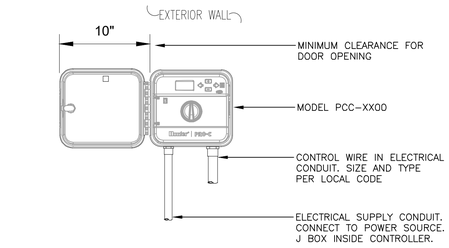
SHEET NO.
LI-1.0

801



9 18" AND 36" ROOT ZONE WATERING SYSTEM

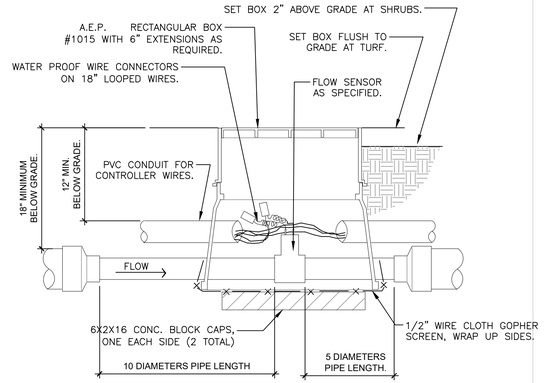
3" = 1'-0" FX-IR-HUNT-MICR-04



NOTE
SPECIFY 6 & 12 STATION MODEL CONTROLLER. MOUNT CONTROLLER WITH LCD SCREEN AT EYE LEVEL. CONTROLLER SHALL BE HARD-WIRED TO GROUNDED 110 VAC SOURCE.

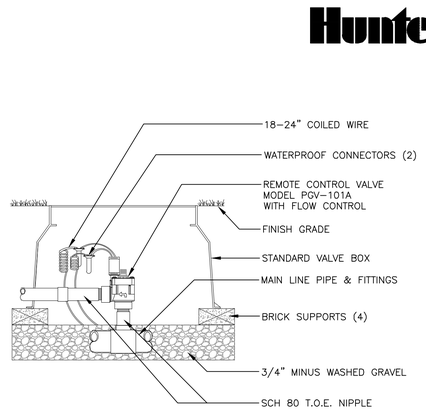
6 PRO-C CONVENTIONAL CONTROLLER

1 1/2" = 1'-0" FX-IR-HUNT-CONT-23



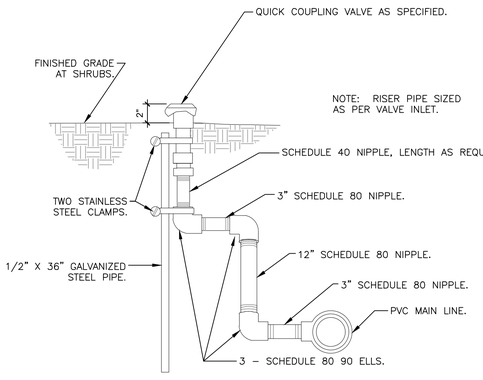
3 FLOW SENSOR ASSEMBLY

1 1/2" = 1'-0" FX-IR-FX-FLOW-01



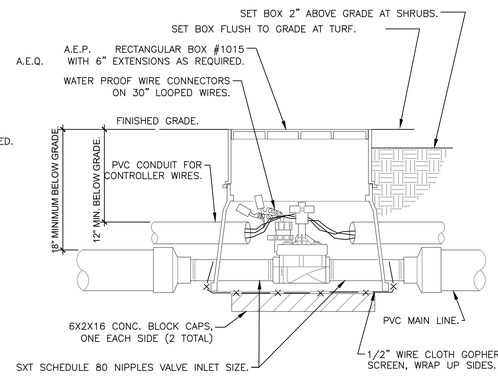
8 PGV ANGLE VALVE WITH FLOW CONTROL

1 1/2" = 1'-0" FX-IR-HUNT-VALV-01



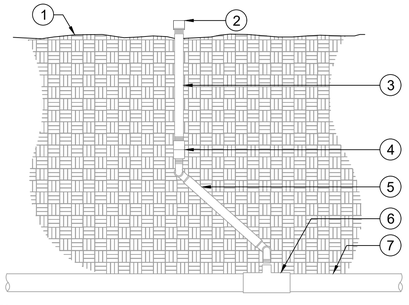
5 QUICK COUPLING VALVE AT GRADE IN PLANTER BOX

1 1/2" = 1'-0" FX-IR-FX-QUIC-02



2 MASTER CONTROL VALVE

1 1/2" = 1'-0" FX-IR-FX-MAST-06



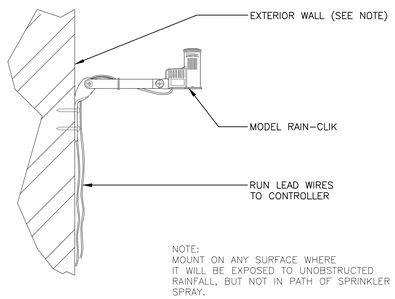
NOTES:

1. SEE IRRIGATION LEGEND FOR LATERAL LINE SIZE AND TYPE.
2. ALL IRRIGATION FITTINGS SHALL BE SCH. 40 PVC UNLESS SPECIFIED OTHERWISE.
3. ALL THREADED CONNECTIONS FROM SCH. 80 TO SCH. 40 PVC SHALL BE MADE USING TEFLON TAPE.
4. CONTRACTOR SHALL SETTLE THE AREA AROUND THE BUBBLER AFTER INSTALLATION.

1. FINISHED GRADE
2. BUBBLER TO BE 1" ABOVE FINISHED GRADE
3. ONE, 1/2" SCH. 80 PVC THREADED NIPPLE
4. ONE, 1/2" SCH. 80 PVC THREADED COUPLING
5. SWING JOINT (SEE DETAIL)
6. SCH. 40 PVC THREADED TEE OR ELBOW.
7. LATERAL LINE

10 BUBBLER ON RISER

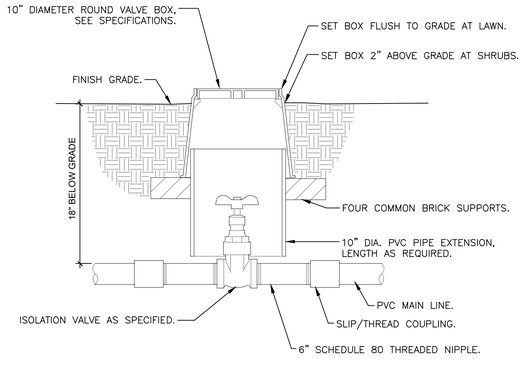
3" = 1'-0" FX-IR-FX-BUBB-06



NOTE:
MOUNT ON ANY SURFACE WHERE IT WILL BE EXPOSED TO UNOBSTRUCTED RAINFALL, BUT NOT IN PATH OF SPRINKLER SPRAY.

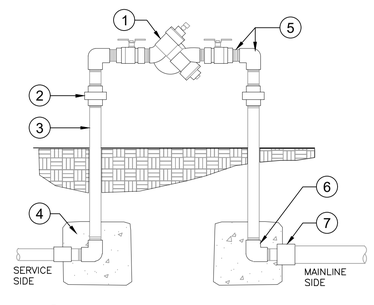
7 RAIN-CLIK

3" = 1'-0" FX-IR-HUNT-SENS-16



4 BRASS ISOLATION VALVE

1 1/2" = 1'-0" FX-IR-FX-ISOV-01



1. REDUCED PRESSURE BACKFLOW DEVICE AS SPECIFIED
2. GALVANIZED UNIONS AT EACH SIDE
3. GALVANIZED RISERS
4. CONCRETE THRUST BLOCKS, 90 LBS OF CONCRETE EACH
5. GALVANIZED NIPPLES AND ELL AS REQUIRED
6. GALVANIZED ELL AND NIPPLE, TYPICAL EACH SIDE
7. PVC COUPLER AND SCH. 80 TOE NIPPLE, TYPICAL EACH SIDE

1 REDUCED PRESSURE BACKFLOW DEVICE

1" = 1'-0" FX-IR-FX-BACK-03

fold

Fiore Perrfula Landscape Design
1150 W. Pico Blvd.
Los Angeles, CA 90064
info@fp-ld.com
(424) 273-1092

PLACENTIA HOTEL
450 South Placentia Ave,
Placentia CA 92870

REVISIONS

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STAMP

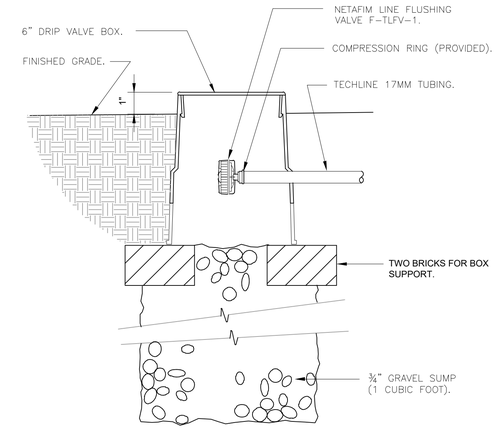
LICENSED LANDSCAPE ARCHITECT
Fiore Perrfula, Sr.
Signature
Oct 30, 2025
Renewal Date
Date
STATE OF CALIFORNIA

DATE
07/01/2025

SCALE
0"=1'-0" WN

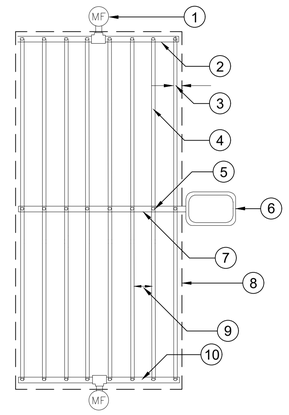
SHEET TITLE
IRRIGATION DETAILS

SHEET NO.
LI-2.0



3 NETAFIM TECHLINE FLUSH VALVE

3" = 1'-0" FX-IR-NETA-DRIP-01



NOTE:

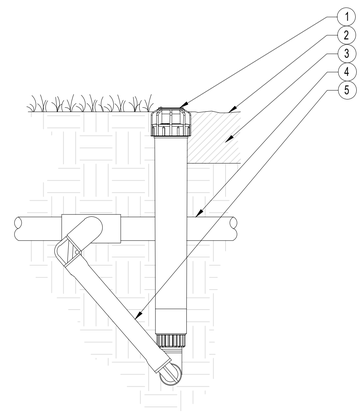
1. RECOMMENDED MINIMUM FILTRATION: 120 MESH
2. PRESSURE AT FLUSH VALVE SHALL BE MIN 21.8 PSI
3. HIGH CHECK VALVE (MAX 8.5' OF WATER (ELEVATION CHANGE))
4. REFER TO MAXIMUM LENGTH OF A SINGLE LATERAL CHART

1. MANUAL FLUSH VALVE PLUMBED TO PVC OR POLY (TYP)
2. PVC OR POLY EXHAUST HEADER
3. PERIMETER LATERALS 2"- 4" FROM EDGE
4. TECHLINE HCVXR DRIPLINE
5. TECHLINE START CONNECTION
6. REMOTE CONTROL VALVE WITH DISC FILTER AND PRV
7. PVC OR POLY SUPPLY HEADER
8. AREA PERIMETER
9. SEE SPECIFICATIONS FOR ROW SPACING
10. PVC OR POLY EXHAUST HEADER

2 TECHLINE HCVXR CENTER FEED LAYOUT

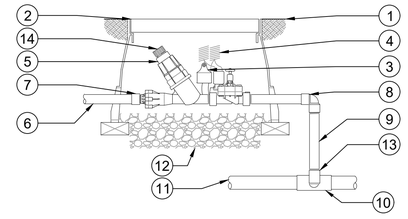
NETAFIM™

Not to scale FX-IR-NETA-DRIP-28



LEGEND:

1. ECO INDICATOR
2. FINISHED GRADE
3. ADJACENT MULCH
4. PVC LATERAL PIPE
5. SWING JOINT



1. FINISH GRADE
2. LANDSCAPE PRODUCTS JUMBO VALVE BOX WITH COVER
3. VALVE ID TAG
4. 30-INCH LENGTH OF COILED WIRE
5. LANDSCAPE PRODUCTS DRIP KIT (INCLUDES VALVE, FILTER & PRESSURE REGULATOR)
6. PVC SUPPLY HEADER TO DRIPLINE
7. PVC SCH 80 FEMALE ADAPTER OR REDUCER
8. PVC SCH 80 ELL
9. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
10. PVC SCH 80 TEE OR ELL
11. PVC MAINLINE
12. 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL
13. PVC SCH 80 STREET ELL
14. MANUAL FLUSH POINT

4 ECO INDICATOR - SWING JOINT

3" = 1'-0" P-RE-IRR-07

1 DRIP ZONE KIT IN VALVE BOX

NOT TO SCALE FX-IR-LPI-VALV-01

Fiore Perrtula Landscape Design

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STAMP

LICENSED LANDSCAPE ARCHITECT — Fiore Perrtula, Jr. — Signature — Date 04.30.2025 — Renewal Date — STATE OF CALIFORNIA

DATE

07/01/2025

SCALE

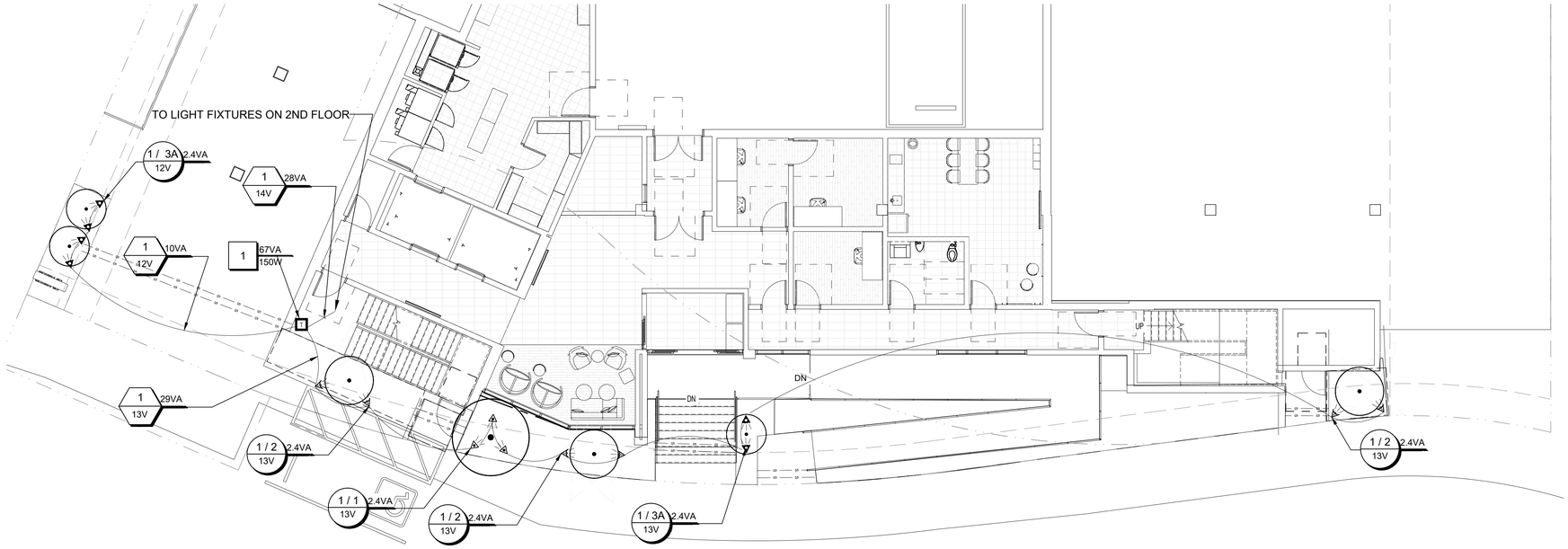
0"=1'-0" WN

SHEET TITLE

IRRIGATION DETAILS

SHEET NO.

LI-2.1



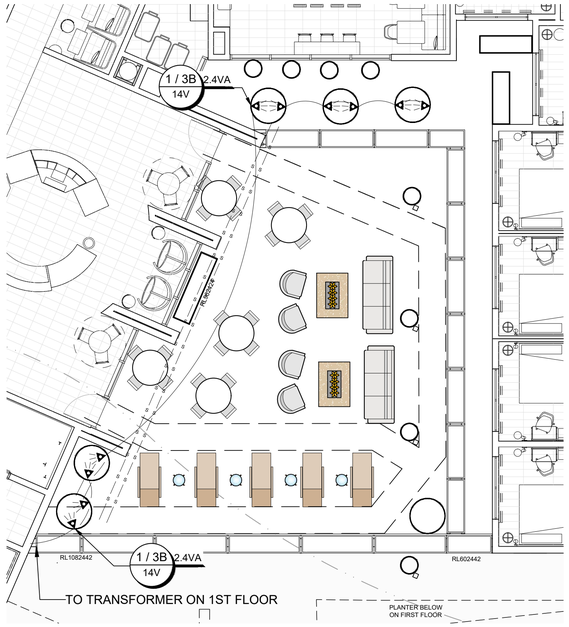
1 FIRST FLOOR LIGHTING

Scale: 1/8":1'-0"

0 4' 8' 16'

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

NORTH



2 SECOND FLOOR LIGHTING

Scale: 1/8":1'-0"

0 4' 8' 16'

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

NORTH

LIGHTING SCHEDULE

PHOTO	SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	1	FX LUMINAIRE FB FITS WELL INTO TIGHT SPACES. 7.5IN. H X 2.0IN. DIA. ORDER CODE: FB, ALUMINUM ALLOY, (FB) FLAT BLACK, LONG SLOT SPIKE LAMP: FB-1LED, 2W / 2.4VA, 2700K, BEAMSPREAD: SPOT ACCESSORIES: (VHRUL) VARIABLE HEIGHT RISER FOR UPLIGHTS	3	1/LI-2.0
	2	FX LUMINAIRE QB SMALL-SCALE WASH UP LIGHT. 2.16IN. W X 5.95IN. L X 2.93IN. H. ORDER CODE: QB, ALUMINUM ALLOY, (FB) FLAT BLACK, 3-PRONG SPIKE LAMP: QB-1LED, 2W / 2.4VA, 2700K, BEAMSPREAD: VERY WIDE FLOOD	6	2/LI-2.0
	3	FX LUMINAIRE QZ DIE-CAST ALUMINUM UP LIGHT WITH POWDER COATED FINISH. 1.75IN. DIA X 5.75IN. H. ORDER CODE: QZ, ALUMINUM ALLOY, (FB) FLAT BLACK, 3-PRONG SPIKE LAMP: QZ-1LED, 2W / 2.4VA, 2700K, BEAMSPREAD: SPOT	16	3A, 3B /LI-2.0
		FX LUMINAIRE DX-150	1	1/LI-2.0
		#10 - COPPER AWG - LOW-VOLTAGE DIRECT-BURIAL	315 LF	

TRANSFORMER KEY:

T-# LOAD CAPACITY

FIXTURE GROUPING KEY:

FIXTURE #

T# / FR LOAD

TAP

WIRE LOAD KEY:

T# LOAD

TAP

LED WATTAGE CONSUMPTION CHART:

1 LED = 2.4 WATTS
3 LED = 4.5 WATTS
6 LED = 11.5 WATTS
9 LED = 13.5 WATTS

SYMBOLS LEGEND

STEEL EDGING

4" SCHEDULE 40 SLEEVE

SYMBOLS INDICATE PROPOSED TREE LOCATION

TRANSFORMER SIZING NOTE:

TRANSFORMERS TO BE SIZED PER THE OVERALL VOLT AMPS (VA) NOT PER WATTS USED.

LIGHTING DETAILS:

SEE SHEET LL-2.0 FOR LIGHTING DETAILS.

GENERAL LIGHTING NOTES:

A. THIS PLAN IS INTENDED FOR LANDSCAPE LIGHTING PURPOSES ONLY. ALL LIGHTING FIXTURES AND TRANSFORMERS SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS. IT IS THE CONTRACTORS RESPONSIBILITY TO MAINTAIN COMPLIANCE WITH ALL LOCAL BUILDING SAFETY CODES AND ORDINANCES.

B. ALL LIGHTING CABLES, INCLUDING LOW VOLTAGE, TO BE PLACED IN CONDUIT IN ACCORDANCE WITH ANY APPLICABLE CITY REQUIREMENTS .

C. CONTRACTOR TO PROVIDE COLOR/FINISH SAMPLES FOR FIXTURES SPECIFIED.

D. FIXTURES ARE SHOWN IN APPROXIMATE LOCATION. THE CONTRACTOR SHOW FIELD VERIFY THE ACTUAL PLACEMENT OF EACH FIXTURE UPON COMPLETION OF LANDSCAPE INSTALLATION.

E. CONTRACTOR TO VERIFY PLACEMENT OF ALL LIGHT FIXTURES WITH OWNER/LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

F. CONTRACTOR TO CROSS-REFERENCE THIS SHEET WITH PLANTING PLAN (LP-1.0) TO COORDINATE ALL FIXTURE LOCATIONS.

G. CONTRACTOR VERIFY ALL LAMP SPECIFICATIONS WITH OWNER PRIOR TO FINAL INSTALLATION.

H. ALL PATH LIGHTS ARE TO BE INSTALLED AT A MINIMUM OF 12 INCHES FROM ANY SIDEWALK OR VERTICAL STRUCTURE.

I. ALL LOW-VOLTAGE DIRECT BURIAL WIRE TO BE INSTALLED AT 2"-3" INCHES BELOW FINISH GRADE.

J. IN ORDER TO MINIMIZE FUTURE DISTURBANCE, ALL WIRE RUNS SHALL BE INSTALLED PARALLEL AND ADJACENT TO HARD SURFACES SUCH AS SIDEWALKS DRIVEWAYS AND WALLS.

K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING SLEEVES UNDER ALL HARDSCAPE SURFACES USING A MINIMUM 1 INCH PVC PIPE

L. CONTRACTOR TO PLACE CONDUIT IN SLEEVING UNDER ALL WALLS, WALKWAYS AND PAVING.

M. ALL UNDERGROUND SPLICES SHALL BE INSTALLED IN UNDERGROUND J-BOXES WITH WATER TIGHT CONNECTIONS LEAVING 12 INCHES OF EXCESS WHAT YOUR SLACK

N. ALL EXTERIOR 120 - VOLT ELECTRICAL OUTLETS SHALL BE GFI PROTECTED AS PER NATIONAL ELECTRICAL CODE

O. ALL TRANSFORMERS PLUGGED INTO AN OUTDOOR RECEPTACLE SHALL HAVE AN "IN USE"COVER. CONTRACTOR SHALL INSTALL TAYMAC TYPE COVERS AT ALL OUTLETS

P. ALL PLUG-IN TRANSFORMERS SHALL HAVE A DRIP LOOP IN THE POWER CORD.

Q. ALL EXPOSED CONDUIT'S SHALL BE PAINTED TO MATCH SURROUNDINGS

R. THE INSTALLING CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE FIXTURES AT NIGHT TO HELP ELIMINATE GLARE AND TO ENSURE OPTIMUM LIGHTING EFFECT

S. CONTRACTOR TO VERIFY A MINIMUM OF 10 VOLTS AT THE LAST AT THE LAST FIXTURE FOR OPTIMAL OPERATION.

T. CONTRACTOR TO CENTER FEED THE SYSTEM WHEN AT ALL POSSIBLE and VERIFY ALL WIRE CONNECTIONS ARE AT THE FIXTURES.

0 4 8 16

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

NORTH

0 X X X

SCALE X" = X'-0"

NORTH

DIGALERT

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1-800-422-4133

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Fiore Perrtula Landscape Design

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Los Angeles, CA 90064
info@fp-ld.com
(424) 273-1092

PLACENTIA HOTEL
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Placentia CA 92870

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STAMP

LICENSED LANDSCAPE ARCHITECT
Fiore Perrtula, 5098
07-30-2025
Renewal Date
Date
STATE OF CALIFORNIA

DATE
07/01/2025

SCALE
AS SHOWN

SHEET TITLE
FIRST FLOOR LIGHTING PLAN

SHEET NO.
LP-1.0

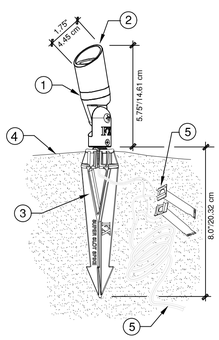
FX LUMINAIRE
1940 Diamond Street
San Marcos, CA 92078
Main: 760-744-5240
Technical Support: 760-591-7383
www.fxl.com

DETAIL LEGEND

1. FX Luminaire QZ fixture. See plan legend for wattage, beam spread and accessories.
2. Aim fixture a minimum of 10° off vertical to allow water and dirt to drain off lens cap.
3. FX Luminaire Super Slot Spike mount.
4. Finished grade.
5. Direct bury, UF/UL, copper, low voltage cable with 3M DBR/Y-6 direct bury splice kit. Leave 18" minimum wire loop coiled below fixture for service.

NOTES

A. Installation to be completed in accordance with manufacturer's specifications.
B. Accepts 10-15 volts - AC or DC
C. See plan legend for LED board option, beam spreads, and accessories.
D. Always refer to FX product installation notes prior to installation.



3B QZ UP LIGHT
SUPER SLOT SPIKE — NOT TO SCALE

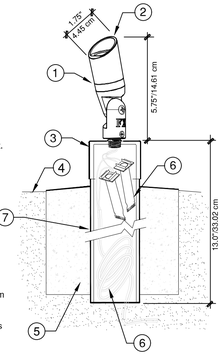
FX LUMINAIRE
1940 Diamond Street
San Marcos, CA 92078
Main: 760-744-5240
Technical Support: 760-591-7383
www.fxl.com

DETAIL LEGEND

1. FX Luminaire QZ fixture. See plan legend for wattage, beam spread and accessories.
2. Aim fixture a minimum of 10° off vertical to allow water and dirt to drain off lens cap.
3. FX Luminaire Post Mount.
4. Finished grade.
5. Concrete footing. Depth per local code.
6. Direct bury, UF/UL, copper, low voltage cable with 3M DBR/Y-6 direct bury splice kit. Leave 18" minimum wire loop coiled below fixture for service.
7. 1½" Schedule 40 PVC Pipe

NOTES

A. Installation to be completed in accordance with manufacturer's specifications.
B. Accepts 10-15 volts - AC or DC
C. See plan legend for LED board option, beam spreads, and accessories.
D. Always refer to FX product installation notes prior to installation.

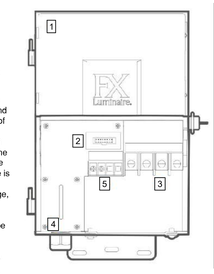


3A QZ UP LIGHT
POST MOUNT — NOT TO SCALE

Controller Components

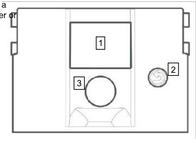
1. Transformer Cover
2. Facepack Connection
3. Output Terminals
4. Primary Voltage Cover
5. External Input Terminal Block

A. Place transformer(s) in a well-ventilated area away from direct irrigation spray and central to the proposed installation site of the majority of the lighting fixtures. The primary goal is to minimize the length of cable runs from your transformer(s) to the lighting fixtures, which minimizes voltage drop and cable size. A common mistake is to locate the single transformer on the service side of the house or in the garage, which might result in excessively long cable runs to reach lighted areas.
B. Transformer(s) with power cords must be located adjacent to a 120-volt, GFCI-protected exterior electrical receptacle. If a 120-volt power source is not available at the desired transformer installation location, we recommend that you hire a licensed electrician to run a dedicated 120-volt, 15-amp circuit to the desired location.
C. Test all existing receptacles with both a receptacle tester and a digital voltmeter or amp clamp to verify proper wiring and voltage at the receptacle.



Facepack Components

1. LCD Screen
2. Back Button
3. Clickable Scroll Wheel



4 DX-150 TRASFORMER
WALL MOUNT

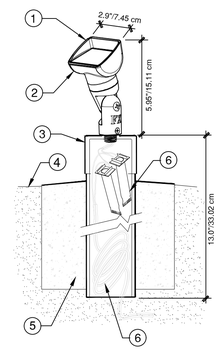
FX LUMINAIRE
1940 Diamond Street
San Marcos, CA 92078
Main: 760-744-5240
Technical Support: 760-591-7383
www.fxl.com

DETAIL LEGEND

1. FX Luminaire QB fixture. See plan legend for wattage and accessories.
2. Aim fixture a minimum of 10° off vertical to allow water and dirt to drain off lens cap.
3. FX Luminaire Post Mount.
4. Finished grade.
5. Concrete footing. Depth per local code.
6. Direct bury, UF/UL, copper, low voltage cable with 3M DBR/Y-6 direct bury splice kit. Leave 18" minimum wire loop coiled below fixture for service.

NOTES

A. Installation to be completed in accordance with manufacturer's specifications.
B. Accepts 10-15 volts - AC or DC
C. See plan legend for LED board option and accessories.
D. Always refer to FX product installation notes prior to installation.



2 QB UP LIGHT
POST MOUNT — NOT TO SCALE

FX LUMINAIRE
1940 Diamond Street
San Marcos, CA 92078
Main: 760-744-5240
Technical Support: 760-591-7383
www.fxl.com

DETAIL LEGEND

1. FX Luminaire FB fixture. See plan legend for wattage, beam spread and accessories.
2. Aim fixture a minimum of 10° off vertical to allow water and dirt to drain off lens cap.
3. FX Luminaire Post Mount.
4. Finished grade.
5. Concrete footing. Depth per local code.
6. Direct bury, UF/UL, copper, low voltage cable with 3M DBR/Y-6 direct bury splice kit. Leave 18" minimum wire loop coiled below fixture for service.

NOTES

A. Installation to be completed in accordance with manufacturer's specifications.
B. Accepts 10-15 volts - AC or DC
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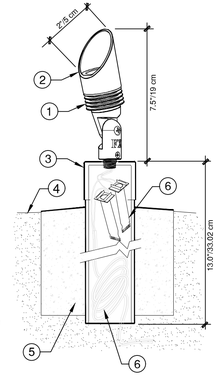

1 FB UP LIGHT
POST MOUNT — NOT TO SCALE

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info@fp-ld.com
(424) 273-1092

PLACENTIA HOTEL
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STAMP

LICENSED LANDSCAPE ARCHITECT
Fiore Perrtula, 5262
Exp. 08-31-2025
STATE OF CALIFORNIA

DATE
07/01/2025

SCALE
AS SHOWN

SHEET TITLE
LIGHTING DETAILS

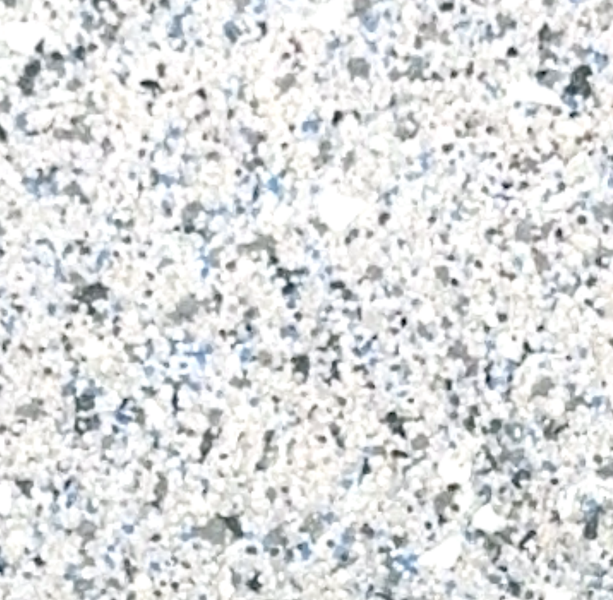
SHEET NO.
LL-2.0

613ST OVERCAST
Stucco CO02

TERRA NEO 207 Glacier
Stucco CO03

615ST TATTLE TALE
Stucco CO06

Pantone 7C Black
#00AAE1 CO01



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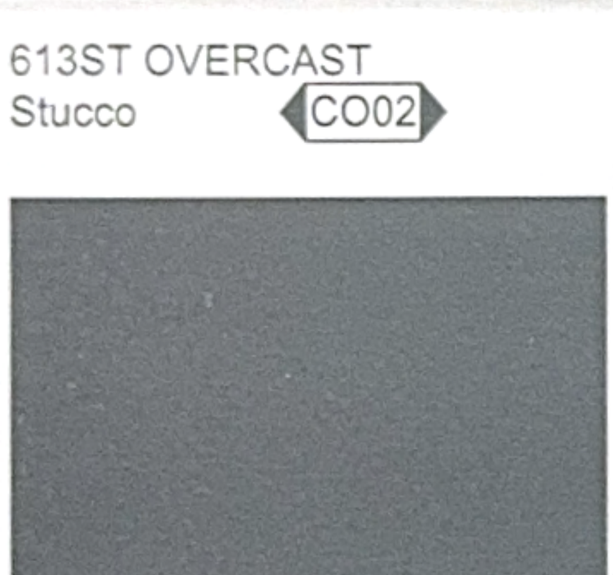

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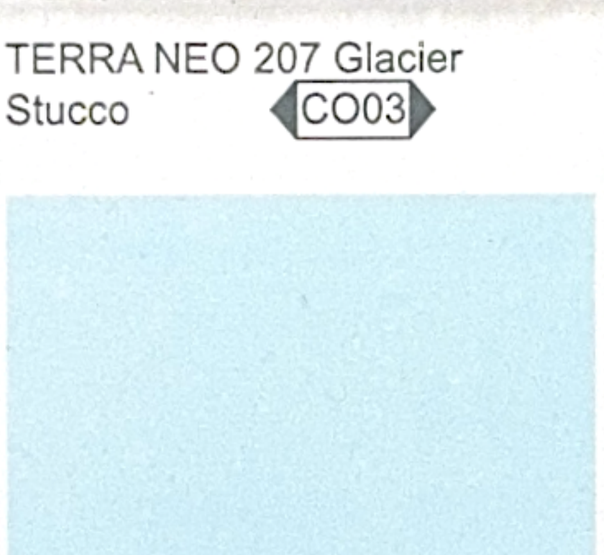

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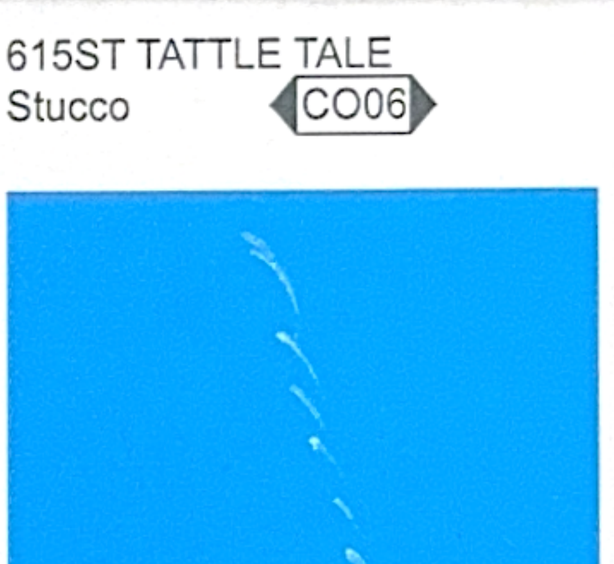
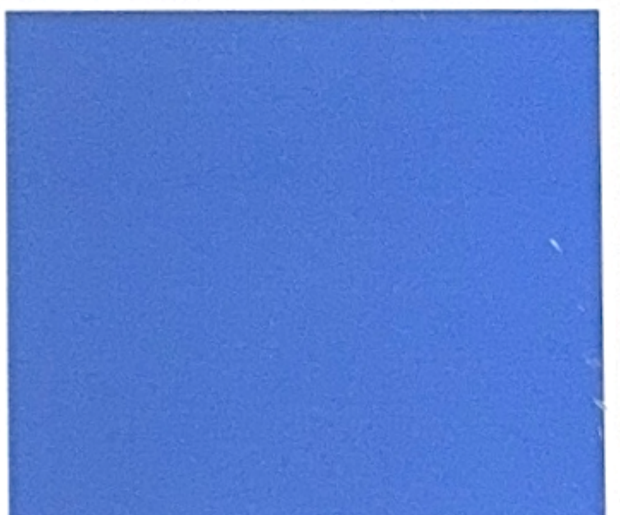


Pantone PMS 2685 C
#310070 CO09

CO01, CO04, CO05, CO07, CO08 & CO09 PANTONE COLORS REPRESENT INTEGRAL STUCCO COLORS. PHYSICAL SAMPLES OF CUSTOM COLOR STUCCO ARE NOT AVAILABLE.

MAKE ARCHITECTURE

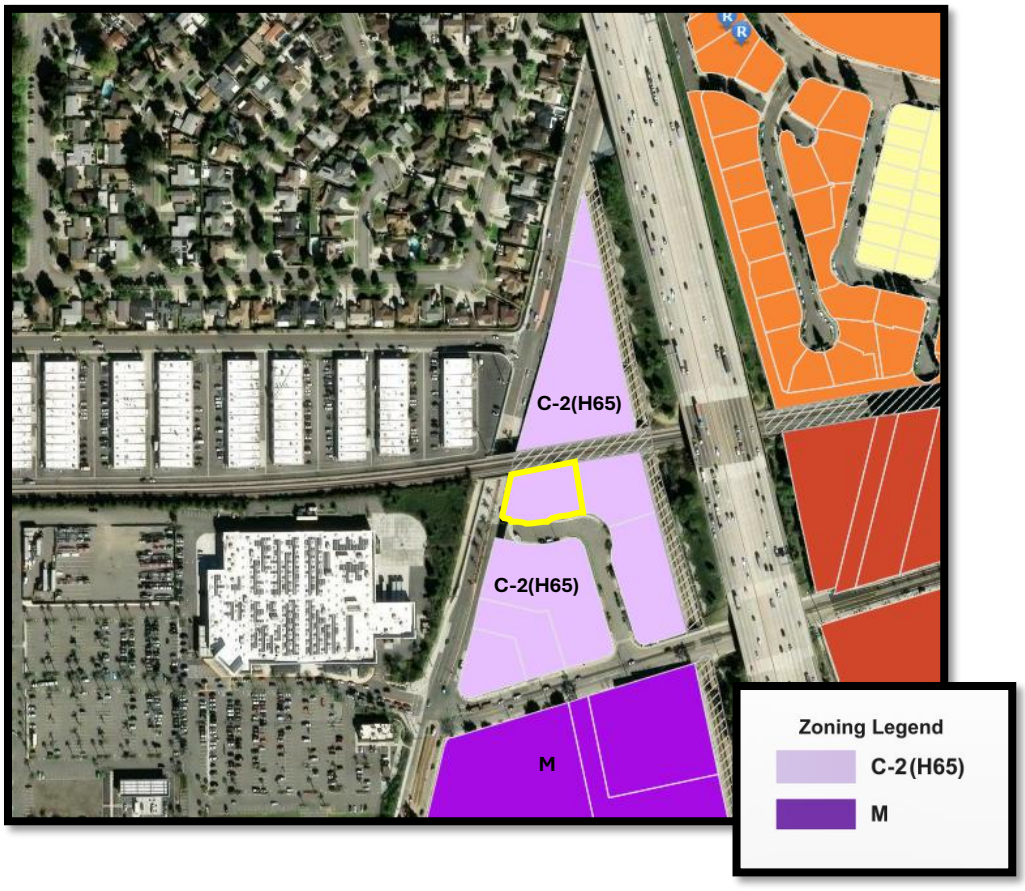
2664 LACY STREET
LOS ANGELES, CA 90031
323.669.0278
WWW.MAKEARCH.COM



Concrete CO10

HILTON TRU HOTEL
450 S. PLACENTIA AVE.
PLACENTIA, CA 92870

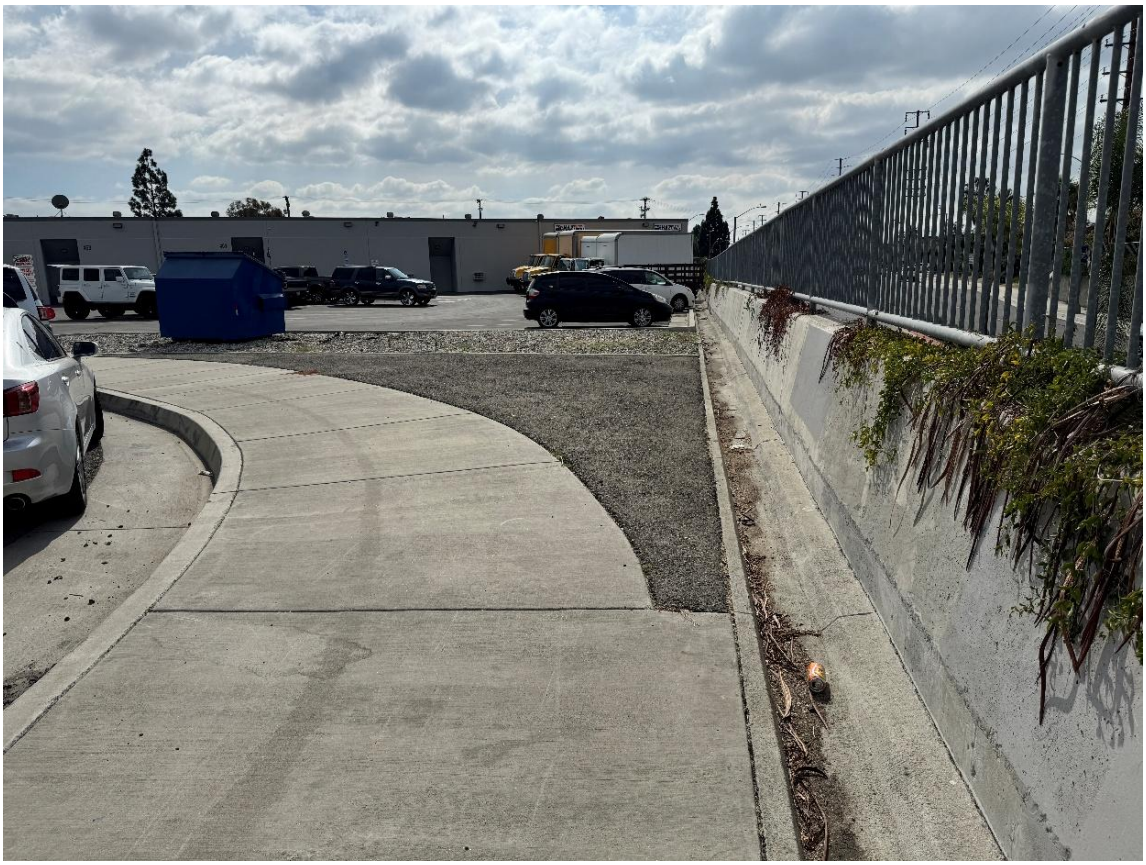
City of Placentia – Vicinity Map for 450 S. Placentia Avenue



SPRINGHILL SUITES

LEASING OFFICE

SPRINGHILL SUITES



Agenda Item No: 3.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 2, 2025

Submitted by: Chris Tanio

From: Public Works

Subject:
APPROVE A ONE-YEAR OVERNIGHT PAY-TO-PARK PILOT PROGRAM AT THE CROWTHER PUBLIC PARKING LOT

Financial Impact:
Fiscal Impact:
The fiscal impact is estimated to be under $3,000 which consists of Public Works Maintenance staff time to purchase and install the sign posts and channels, install the signs provided by ParkMobile, and stencil the required parking spaces as paid overnight parking.

Summary:
The Crowther public parking lot located at 101 E. Crowther Avenue currently has 53 parking spaces (50 spaces and 3 handicap spaces) and is designated as no overnight parking from 2:00 a.m.-6:00 a.m. The City has observed the Crowther Lot being used for overnight parking despite it being designated as no overnight parking. This use is problematic due to constant enforcement and inequitable access for daytime users. Staff is proposing a pay-to-park pilot program for one year that would utilize approximately half the lot of 26 parking spaces or the full 50 parking spaces to be used as overnight parking with user fees to be set at either $5 or $10 per night. A pay-to-park overnight pilot program would provide a structured solution, improve fairness, and generate revenue to the City. Additionally, it would address the parking demand from nearby residents and improve the management and oversight of the parking use. Upon City Council direction on the rate and lot space used, the City will contract with a mobile and web app company, ParkMobile, to manage the overnight paid parking services while also providing the needed signage at the lot where it directs users to utilize their app to register their vehicles and pay an overnight fee.

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

1. Receive the staff report and consider City Council input; and
2. Approve a one-year pilot program to designate either 26 or 50 parking spaces at the Crowther Public Parking Lot for paid overnight parking with user fees to be set at either $5 or $10 per night; and
3. Approve designating Cameron Street as no overnight parking or maintain existing condition of overnight parking on Cameron Street; and
4. Authorize a one-year agreement with ParkMobile for mobile app parking payment services; and

5. Authorize the City Administrator, and/or her designee, to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
There is no specific Strategic Plan Goal or Objective associated with this Council action.

Discussion:
The Crowther public parking lot located at 101 E. Crowther Avenue currently has 53 parking spaces (50 spaces and 3 handicap spaces) and is designated as no overnight parking from 2:00 a.m. - 6:00 a.m. The City has observed use of the Crowther Lot for overnight parking despite it being designated as no overnight parking. This use is problematic due to constant enforcement and inequitable access for daytime users. Staff is proposing a pay-to-park pilot program for one year that would utilize approximately half the lot of 26 parking spaces or the full 50 parking spaces to be used as overnight parking with user fees to be set at either $5 or $10 per night.

In Orange County, there are a few cities that provide overnight paid public parking with an average overnight permit fee of approximately $5 per night. Here is a comparison of overnight parking rates in the region:

- City of Santa Ana Parking Garages: $150/month for overnight parking or $5/night
- City of Seal Beach Beach Parking Lot: $4 flat fee after 6pm
- City of Fullerton Downtown: $5/night from Thursday to Saturday
- City of Glendora: $5/night

To implement this program, the City would need to enter into a service agreement with ParkMobile, a specialized parking web service company. Staff determined they are capable of providing this service as they provide these mobile services for agencies such as Cal-State Fullerton and City of Newport Beach. Pursuant to the City of Placentia Municipal Code, Section 3.08.070, purchases of supplies, services and equipment may forego bid procedures when participating in an established governmental cooperative program. The proposal solicited from ParkMobile is reflective of an OMNIA Partners Cooperative Purchasing Agreement.

The projected annual revenue could range from $47,000 to $90,000, per year based on a $5 per night rate and depending on utilizing 26 or 50 parking spaces, respectively. Another option is to set the rate at $10 per night to capture additional revenue which could generate revenue from $93,000 to $180,000 per year depending on utilizing 26 or 50 parking spaces, respectively. Additionally, a $0.45 convenience fee and merchant of record fee of 3% the total transaction plus $0.20 per transaction would be charged to the customer. These fees go to ParkMobile and are not captured as part of these revenue projections. For example, if a $5 per night parking fee amount is charged, the total paid by customer would be $5.80 ($0.45 convenience fee + MOR fee $0.35). The City will not pay any fees to ParkMobile.

Additionally, the cul-de-sac street just to the east of the Crowther Lot, Cameron Street, does not have restrictions on overnight parking and continues to be fully utilized for overnight parking from what appears to be predominantly residents from the adjacent apartment buildings to the west. Another option for the City Council to decide is to restrict overnight parking on Cameron Street which may enhance public safety, promote off-street parking, and better facilitate City services such as street sweeping. Restricting overnight parking may force

more vehicles to either park in the Crowther Lot or 700 feet further east on Porter Way.

On November 17, 2025, City staff presented these options to the Streetscape Transportation and Advisory Commission (STAC). The STAC recommended to use the $5 per night rate and utilize the 50 parking spaces while also maintaining the existing condition of keeping overnight parking on Cameron Street. These recommendations are based off of what other cities are using for their overnight rate, having the flexibility to use the entire lot to accommodate additional parking from the nearby apartment complexes, and not forcing apartment residents to pay for parking.

Upon City Council direction on the rate, the lot space used, and the parking condition on Cameron Street, the City will then contract with ParkMobile to manage the overnight paid parking services. The proposed pilot program would help the City better manage parking demand, ensure fair and consistent use of public parking facilities, and gather data to inform future parking policy decisions.

Fiscal Impact Summary:
The fiscal impact is estimated to be under $3,000, which consists of Public Works Maintenance staff time to purchase and install the sign posts and channels, install the signs provided by ParkMobile, and stencil the required parking spaces as paid overnight parking. Annual revenue is projected to range from $47,000-$180,000 depending on the rates and number of spaces selected by the City Council assuming maximum usage.

Attachments
Crowther Public Parking Lot_12-2-2025 Council Meeting.pptx
PARKMOBILE PROPOSAL 2025 Placentia.pdf
ParkMobile Agreement and Insurance with City of Placentia.pdf

City of Placentia

Pilot Paid Parking Program at the Crowther Street Public Parking Lot

December 2, 2025

Background – Crowther Street Parking Lot

- Public parking lot
- Consists of 50 parking spaces and 3 handicap spaces
- No overnight parking 2am-6am
  - Police Department currently enforcing

Analysis – Crowther Street Parking Lot

- License plate survey conducted
  - Confirmed parking lot used largely by residents of the Herald
- Overnight parking on Cameron Street

Analysis – Crowther Street Parking Lot

- One-Year pilot overnight parking program proposed
- Rate set at either $5 or $10 per night, or other amount as determined by City Council
- Use of either 26 or 50 parking spaces for overnight pilot program, or other number as determined by City Council
- Streetscape and Transportation Commission Recommended $5/ night and 50 spaces

Analysis – Crowther Street Parking Lot

- If approved by City Council
  - Notify adjacent apartment property managers
  - Install ParkMobile signage in Crowther Lot
  - Parking space striping
  - Post “No overnight parking” signage on Cameron

Recommendation

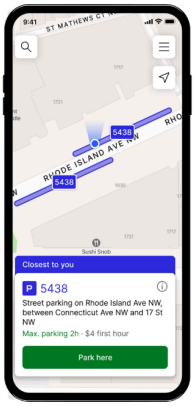
1. Receive the staff report and consider City Council input; and
2. Approve a one-year pilot program to designate either 26 or 50 parking spaces at the Crowther Lot for paid overnight parking with user fees set at either $5 or $10 per night; and
3. Approve designating Cameron Street as no overnight parking or maintain existing condition of overnight parking on Cameron Street; and
4. Authorize a one-year agreement with ParkMobile for mobile app parking payment services; and
5. Authorize the City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

Questions & Comments

How ParkMobile Works for Your Customers

ParkMobile is the industry leader in mobile parking payment options because of our commitment to both consumers and cities to provide a consistent, reliable, cost effective and easy to use system. There are many apps on the market which can complete a basic parking transaction in the simplest context. However, there are many stages to a customer's parking journey prior to standing in front of a meter, and many stages after the moment of transaction. ParkMobile is unique in our support for the entire customer parking journey.

Planning Ahead	Navigating	Payment	Post-Parking Value
✓ Event Reservation	✓ Map View	✓ On-street or open lot payment	✓ Parking history
✓ Transient Reservation	✓ Easily tap zone number to begin checkout	✓ Notifications and extensions	✓ Usefulness of app elsewhere
	✓ Detailed info cards	✓ Gated payments	✓ Rewards and perks with ParkMobile Pro
		✓ Expanded payment methods	✓ Business account



ParkMobile

The Solution: Elevate your city's parking experience with ParkMobile! Our comprehensive platform is designed to address every parking scenario, from on-street metered spaces to off-street gated lots. By implementing ParkMobile, you'll enhance customer convenience and streamline your entire parking

ParkMobile core features include:

- **Extend Time:** Ability to add time to your existing parking session to avoid running back to "feed the meter."
- **Multiple Payment Options:** ParkMobile offers a variety of payment options, including most major credit cards (Visa, Mastercard, Amex), Google Pay and Apple Pay.
- **IVR Phone Number:** For people without a smartphone, use an IVR number to make parking payments over the phone. Users who call the IVR will go through the flow-through audio prompts.
- **24/7/365 Customer Support:** ParkMobile offers support via phone, email, text, and chat. ParkMobile also has an extensive support site where users can get answers to frequently asked questions and read technical help articles.
- **Map View:** The map view based on location shows the user nearby zones. A user can then touch the zone number to quickly initiate a parking session.
- **Start a Parking Session:** Quick process to select your zone, confirm your vehicle and payment type, then start a parking session.
- **Notifications:** Customizable push, text and email alerts to notify a user when parking will expire.
- **Manage vehicles:** Easy to add, remove and update vehicle information.
- **Transient and Event Reservations:** Find and reserve parking ahead of time in area garages and lots. Available for daily parking or events at select venues.

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No other vendor offers a more feature-rich system that is solely focused on the total customer experience than ParkMobile.

ParkMobile App for iOS and Android

The ParkMobile app provides a quick and easy process to pay for parking. Our Product team is constantly researching the experience and optimizing the flow for users. Once a customer downloads the app and creates an account, a simple process is available to make a payment.

1. **Enter Zone Number:** The user will enter the zone number posted on the stickers and signs around the meter. To make this process easier, the app uses location-based GPS coordinates to display the nearby zone numbers on the map, allowing users to easily select the correct zone number and then proceed to the next step in the process.

2. **Select Duration:** The user will select the duration for the parking session. The duration is based on the rates and policies that are set up for that specific zone number in ParkMobile's backend systems. On this screen, the user will also see the default vehicle selected and can change it if necessary. The user will then touch "Proceed to Checkout" to go to the next step.

3. **Confirm Information:** On the confirmation page, the user will see all the key details for the parking session: zone number, duration, payment method and vehicle. The user can edit any of this information before starting the parking session. After the user confirms the information, they touch "Start Parking" to begin the parking session and will then see a countdown clock displaying the remaining time.

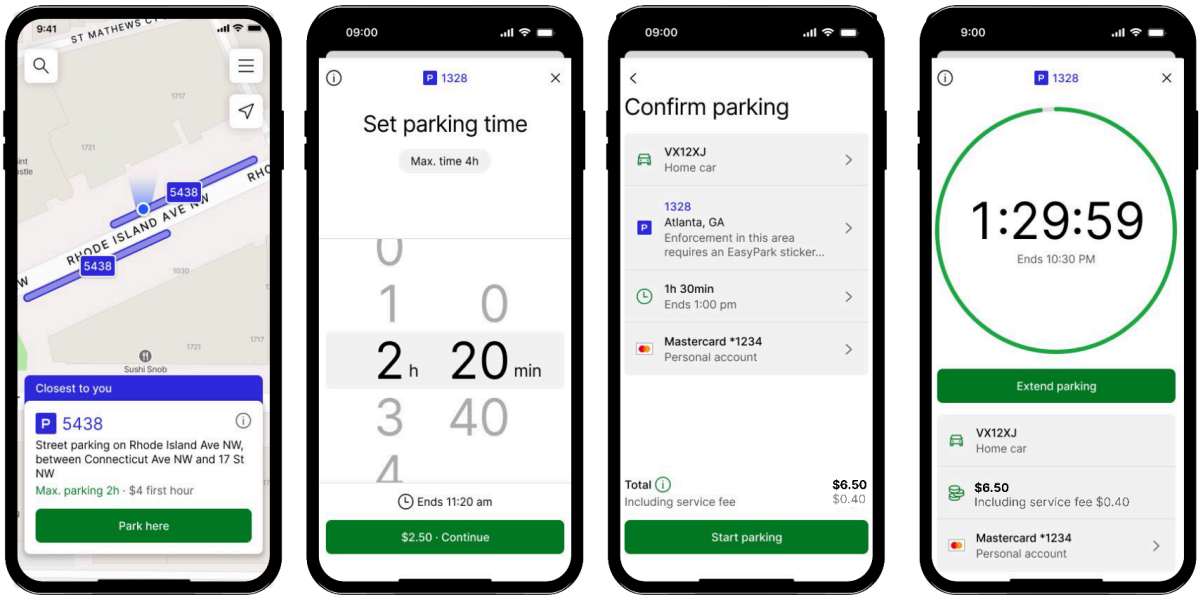

Figure – ParkMobile Zone Parking Process

ParkMobile Web App

ParkMobile's free mobile web experience at parkmobile.io enables users to pay for parking without downloading the full-featured app. While the ParkMobile app is available in English and Spanish, the ParkMobile Web Experience supports hundreds of languages based on the user's device

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settings. This ensures that all ParkMobile users have flexible, contactless payment options regardless of their native language.

Scan to park | Text to park | ParkMobile.io

The ParkMobile web experience also offers a Guest Checkout option, allowing users to purchase parking without creating an account. This is a good option for the infrequent parker who prefers to make a mobile payment but doesn't want to download an app or create an account.

ParkMobile Wallet

ParkMobile leads the industry in the acceptance of innovative payment methods for parking services, and this flexibility underscores our best-in-breed approach. ParkMobile supports both pay-per-transaction and mobile wallet payment models.

The ParkMobile wallet enables users to add funds, which will be withdrawn over time as they pay for parking. There will be one transaction on their credit card statement when their wallet is loaded, rather than multiple transactions on their credit card statement each time they make a payment. ParkMobile users will not be able to initiate a parking transaction with their ParkMobile wallet if there is insufficient funds in their account. They will be asked to confirm that the wallet has sufficient funds before completing a transaction. The ParkMobile wallet does not allow users to have a negative balance.

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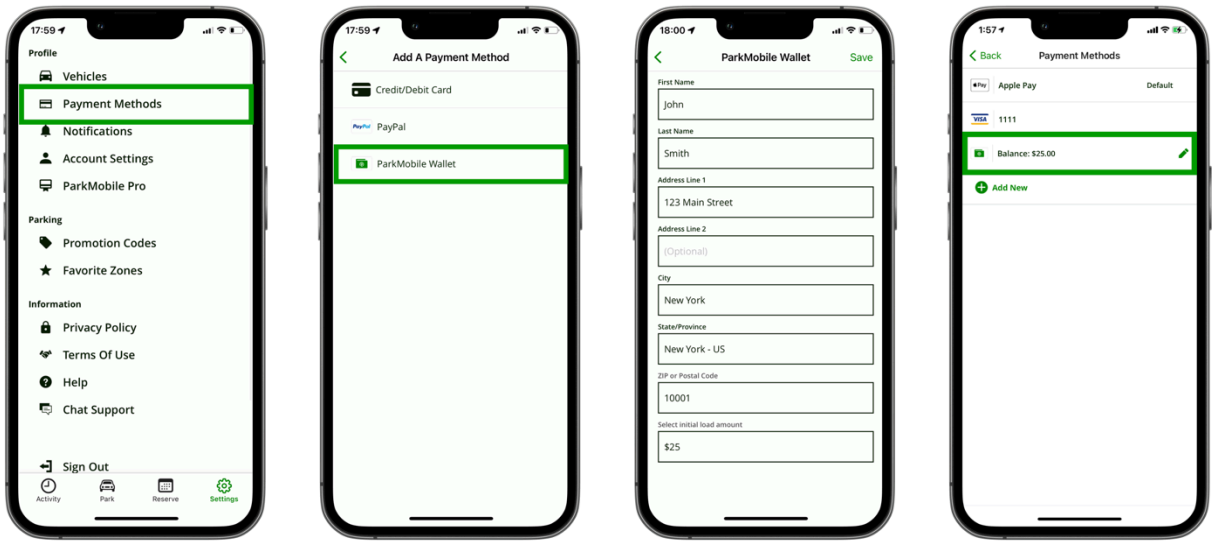


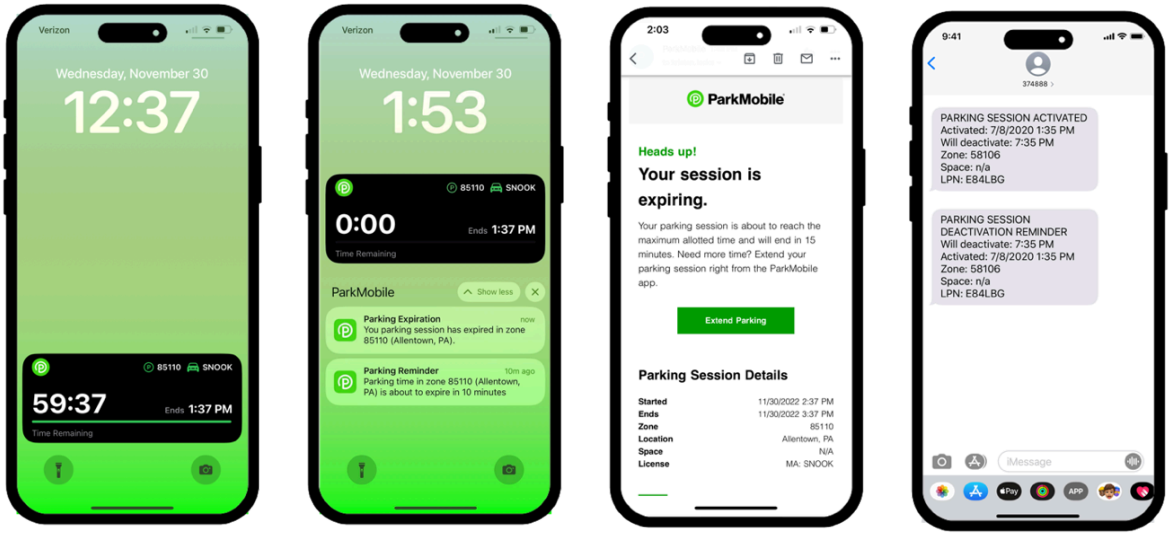
Figure – ParkMobile Wallet User Experience

Value Added Services

The ParkMobile system offers several value-added features that millions of ParkMobile customers throughout the US already know and have come to expect from their mobile payment provider today:

Customizable Notifications

ParkMobile provides automatic, real-time alerts via push notifications that notify customers prior to the expiration of their parking session. The timing of these alerts can be set to a duration of the customer's choosing. Alerts can be configured to be sent via email, SMS, and push notifications. ParkMobile users will receive an in-app message and email alert once their parking session has expired.



Live Activities **Push Notifications** **Email Notifications** **Text Notifications**

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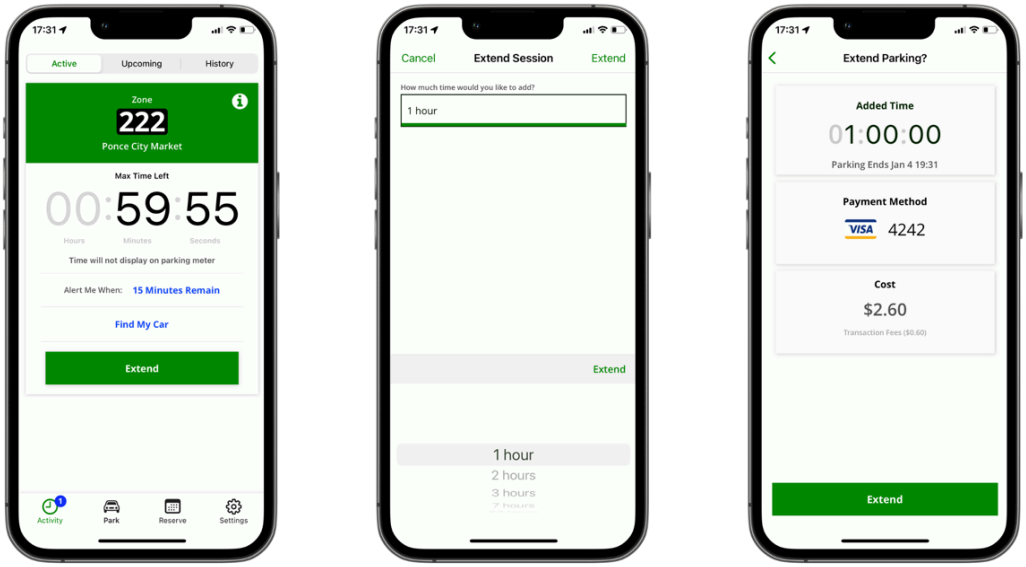
ParkMobile has developed a new feature for iOS Live Activities that allows users to view the remaining time for their session directly from their device's lock screen. This is a user convenience option that simplifies the process of checking on how much time is remaining for the current session.

Extend Time

The most popular feature of the ParkMobile app is the ability to remotely extend the time of a parking session. Users can add parking time without having to run back to "feed the meter". A user cannot extend time past the maximum parking time allowed for that location.



1. Select Extend
2. Select the amount of additional time to add
3. Confirm information and start parking

ParkMobile Digital Reservations

ParkMobile also offers parking reservations for transient or event parking. Users can easily secure a parking space in advance through the flagship website at ParkMobile.io, a custom-branded reservations website tailored to match the client's overall look and feel, or the responsive mobile website experience (available at parkmobile.io or the custom-branded website). ParkMobile aims to simplify the parking process and enhance the overall customer experience by providing flexible booking options.

Custom Branded Website | ParkMobile Website | Mobile Web Experience

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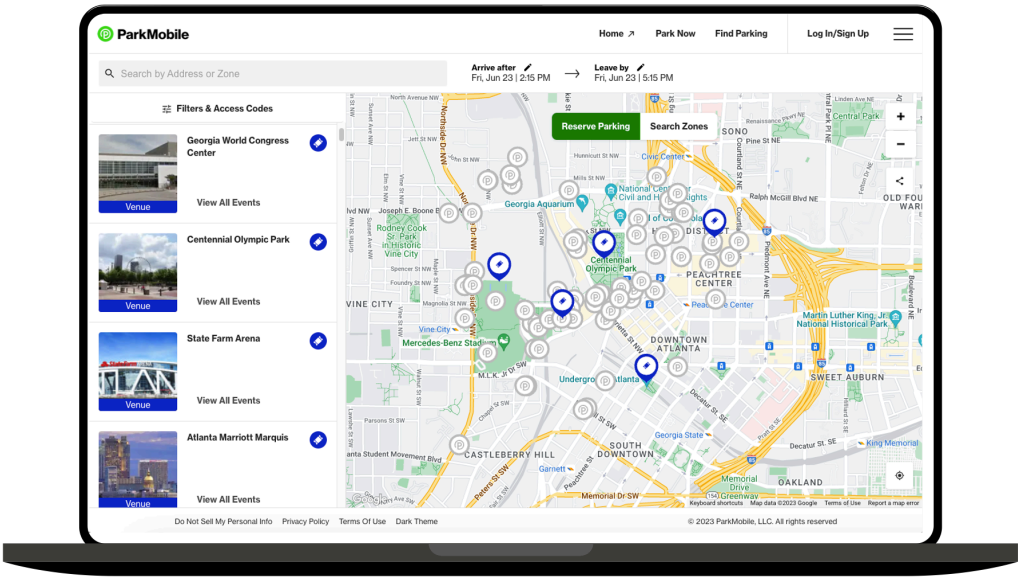
ParkMobile offers a simple and fast way to reserve parking. To begin, users can visit the ParkMobile or client-branded reservations website and follow these simple steps:

1. Search: Enter the desired date and time to find available parking.
2. Select: The map will show parking locations. Choose your preferred spot and confirm the date, time, and available amenities.
3. Log In or Guest Checkout: You'll be asked to log into your ParkMobile account, create one if needed, or check out as a guest (web only).
4. Provide Details: Enter your email, license plate number, and payment information to complete the reservation. If logged in, most fields will be pre-filled.
5. Confirmation: After booking, you'll get an email with a confirmation and a QR code. The email, QR code, or your license plate may be used to verify your reservation.

Event reservations follow the same steps except that the user will select the venue on the ParkMobile map and then have a list of events to reserve parking.



Gated Equipment

ParkMobile seamlessly integrates with gated parking equipment, allowing users to easily pay for parking, lift the gate, and exit the garage or lot through the app. The integration capabilities may vary depending on the PARCS provider the client chooses to deploy. Below is an example of a typical user flow.

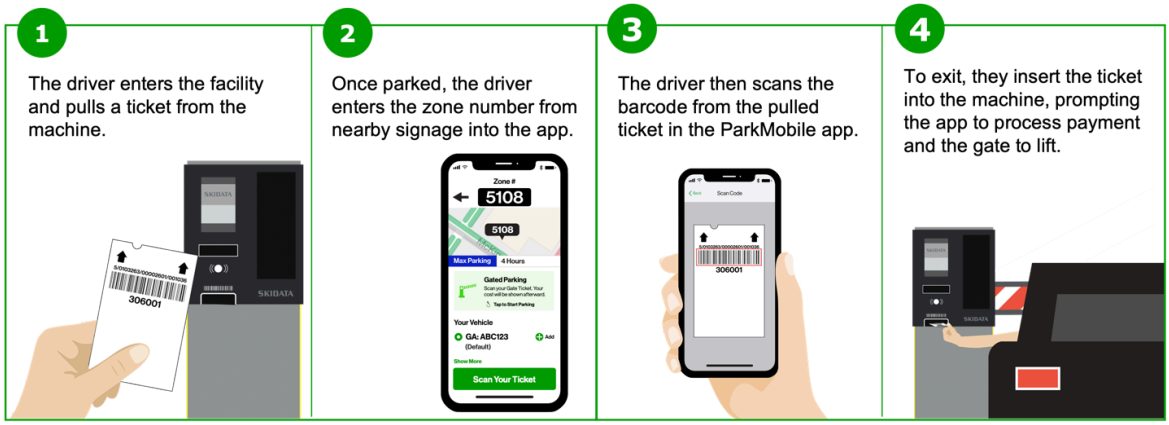


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Figure – Mobile Payment Ticket Takeover User Flow

Camera Parking

As an additional convenience to the gated parking integration, ParkMobile also integrates seamlessly with camera-based parking systems. In this solution, cameras are installed at entry and exit points, automatically starting a parking session for registered users upon entry. When a vehicle exits the lot, the gated equipment calculates the duration of the stay and communicates the amount to charge to ParkMobile.

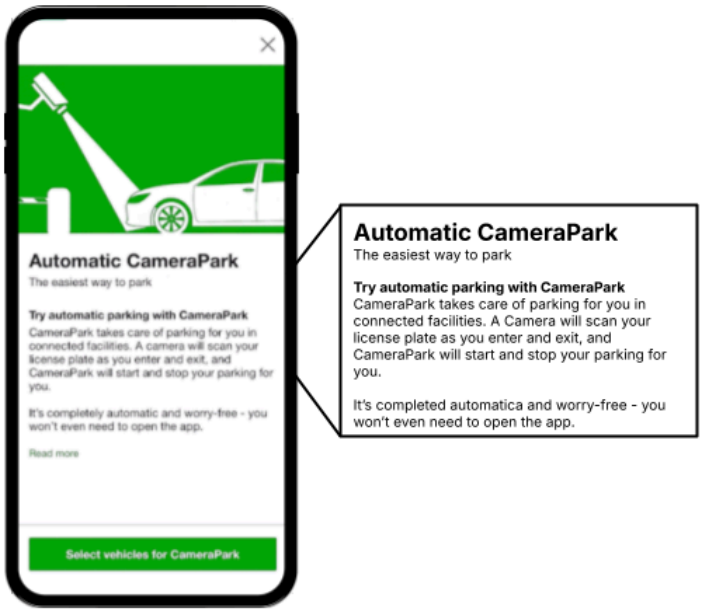

Figure - Camera Parking User Flow

Structured, Secured and Privacy-Focused

ParkMobile is compliant with PCI DSS, ISO 9001:2015, and SSAE 18 requirements.

We also prioritize transparency in data usage and have our Customer Privacy Policy readily accessible to users on our website. This policy is designed to help customers understand how we collect, use, and share information collected through our ParkMobile websites, mobile applications, and other services we operate. The policy can be reviewed here: https://parkmobile.io/privacy-policy/.

Multi-Channel Customer Service

ParkMobile offers bilingual customer support to parking customers based in our corporate headquarters in Atlanta, GA, along with an additional support team in Monterey, Mexico. We utilize

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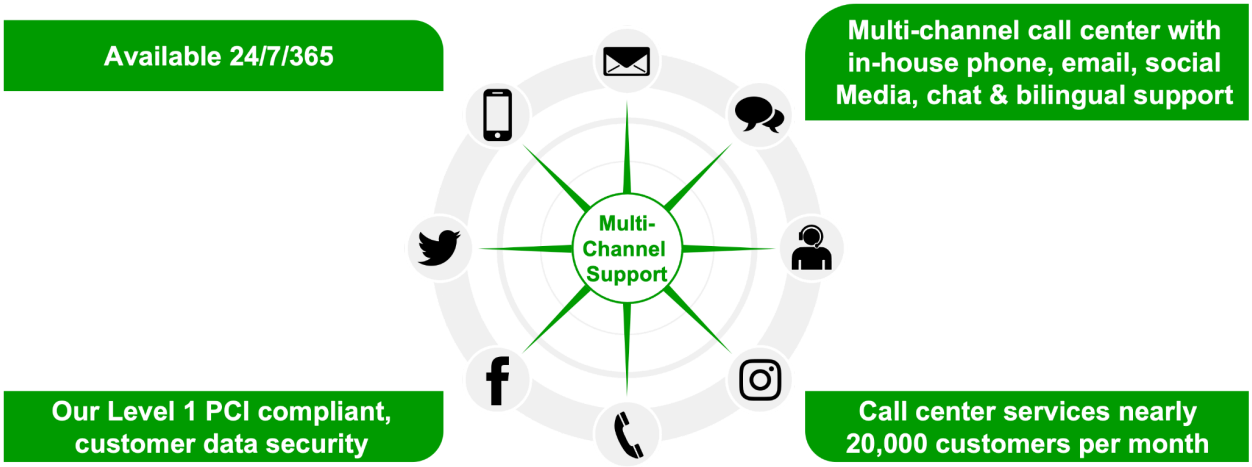
the leading cloud-based customer service software, Zendesk, to handle customer inquiries and provide consumer education through detailed FAQs, guides, video demos, and technical help articles.



NPS Score = 51
(considered 'excellent')

Inquiries or disputes can be submitted via phone, email, and the ParkMobile app or website. ParkMobile users can contact our bilingual (English and Spanish) support team 24/7/365 to get answers to questions and request changes to their account and other services.

- Our Customer Care team is available 24/7/365 and ready to assist whenever our customers need it.
- Our Level 1 PCI-compliant call center ensures customer data is fully secured.
- Our call center services nearly 25,000 customers per month, answering more than 85% of our calls within 30 seconds with an average of 20 seconds.
- ParkMobile maintains a minimum average Customer Satisfaction score of 90% for all interactions involving our Customer Care team.
- ParkMobile's Net Promoter Score is 57, which is considered "excellent". For comparison, here are other NPS scores for other top brands:
    - Apple's: 47
    - Google: 11
    - Toyota: 33
    - Amazon:25
    - Microsoft: 33

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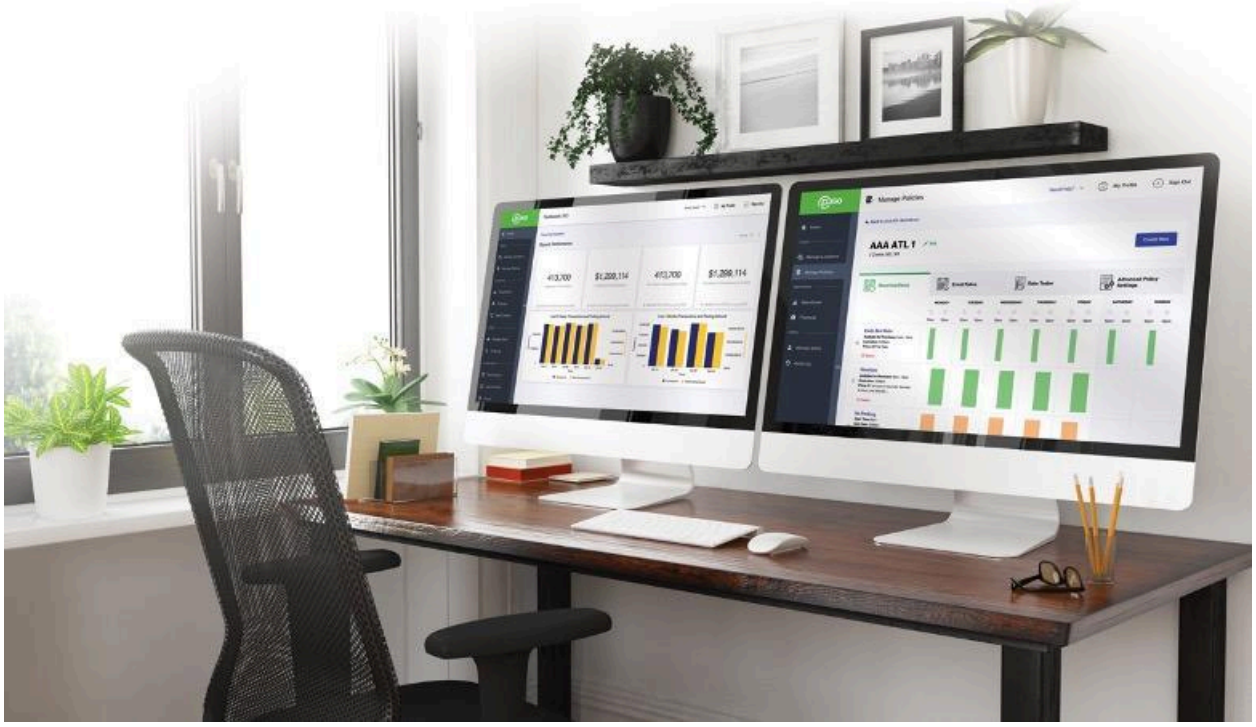
How ParkMobile Works for Operations

ParkMobile 360 puts you in control. With this user-friendly web-based solution, you can effortlessly manage your parking inventory, set policies, adjust rates, and create special event rates. It has everything you need to keep your operation running smoothly and boost your revenue. Key features of the PM360 portal include:

- **Calendar View**: ParkMobile 360 shows you daily, weekly, and monthly calendar views of all your parking policies, making it easy to visually see all your parking rates and make the necessary adjustments.
- **Rate Creator**: With ParkMobile 360, you can quickly create and import rates for specific days, weeks, or months. If you have a festival, street cleaning, or weather event, you can change and update your rates across different locations for special event rates.
- **Policy Management Across Locations**: ParkMobile 360 gives you a complete view of rates and policies across multiple locations. You can quickly apply policies from one location to another without having to rebuild a location's rate structure.
- **Rate Tester**: Before you push out a rate change, ParkMobile 360 allows you to test that rate to ensure it works properly and avoid potential customer service issues.



ParkMobile 360 allows clients to manage rates and policies in real-time. Staff can make rate changes and push them out instantly. ParkMobile can support extremely complex rate structures with multiple rates in effect at different times and days of the week, in addition to special event rates. ParkMobile 360 also includes a Rate Tester, allowing staff to easily verify customers' rates on a given date, time, and location. This tool is extremely helpful in ensuring that rates are being displayed correctly and that there are no gaps in the policies when multiple overlapping policies are in place.

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ParkMobile Dashboard

ParkMobile provides robust analytics and reporting capabilities that include the ability to consolidate all of an operation's parking data in one portal. ParkMobile Metrics provides information with regard to total transactions and revenue across varying time frames, as well as transaction statistics such as the distribution of parking by hour of day, duration, and parking cost. The financial reports contain transaction-level information, including pricing, user, zone, and payment information. These reports can be scheduled to be delivered to the user's email inbox on whatever cadence they prefer - daily, weekly or monthly.

Below are some of the key features of ParkMobile's client analytics tool:

- **Easy-To-Read Dashboard View**: Your data is delivered in an attractive, easy-to-read format with charts, KPIs, and graphs for monitoring trends and drawing insights.
- **Scheduled Reports Delivered to Your Inbox**: ParkMobile allows you to distribute the right information to the right people by scheduling daily, weekly, or monthly reporting emails to select staff members.
- **Filter By Date and Supplier**: You can filter data by date range and supplier, making it easy to pull the data you want to see and compare historical trends.
- **Download ParkMobile Reporting Data in Multiple Formats**: Quickly and easily download your data in the format that best meets your needs. Downloads are available in .xls, csv, and .pdf formats.

Below are examples of the reports and features available in the ParkMobile Dashboard:

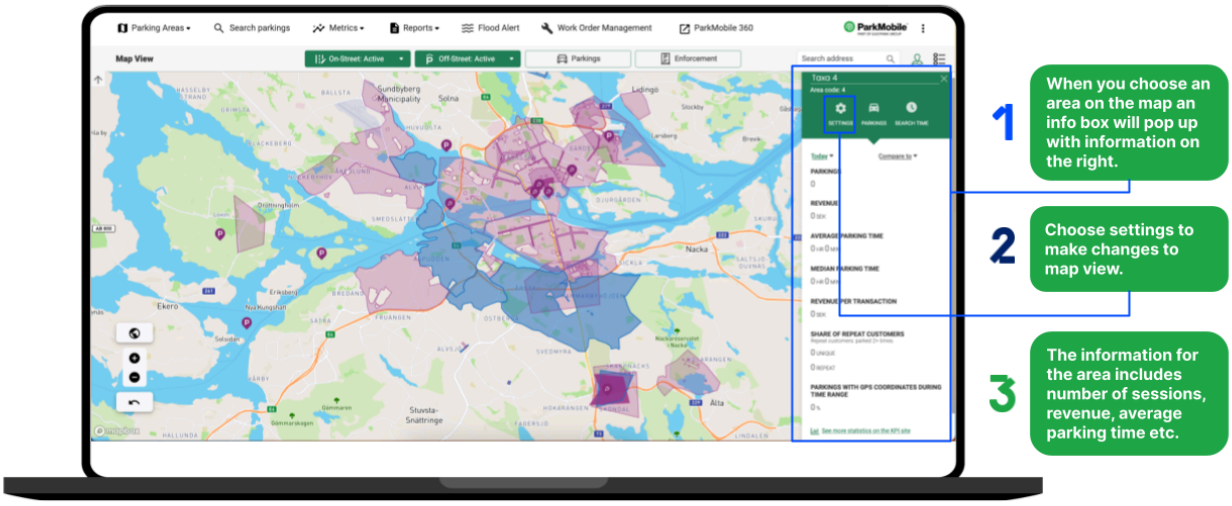

Figure - ParkMobile's client analytics map view displays parking areas on a map to quickly select the desired location's data

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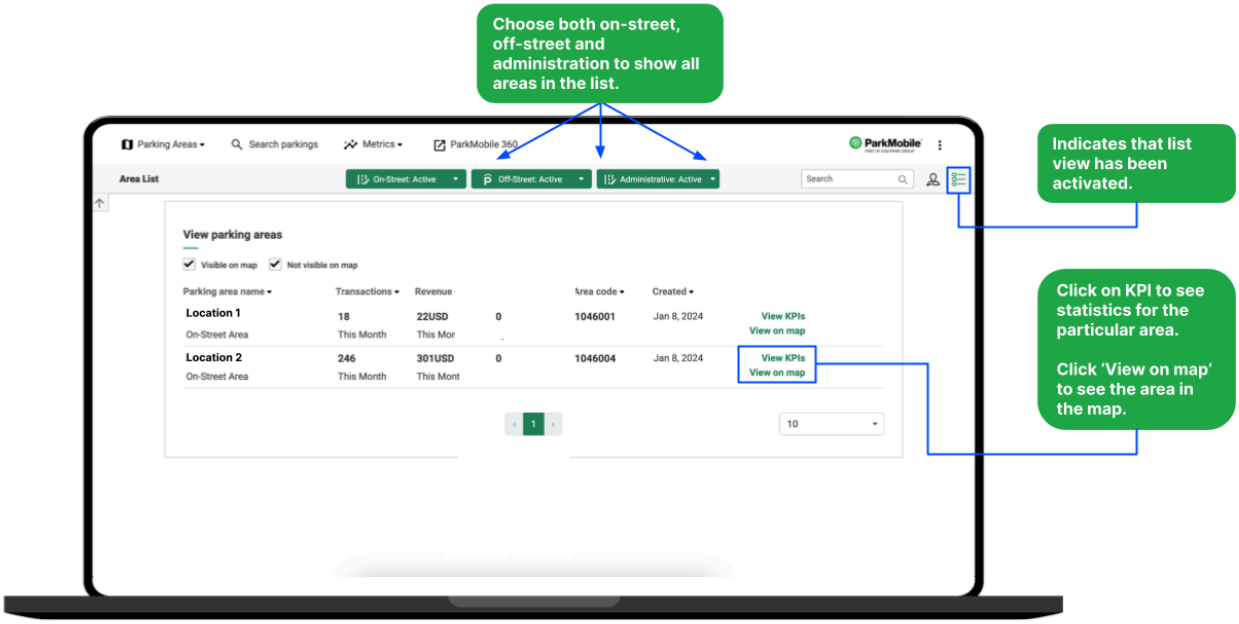

Figure - ParkMobile's client analytics location list view provides a quick glance at each parking location's performance metrics. Clicking' View KPIs' allows users to view deeper analytics.

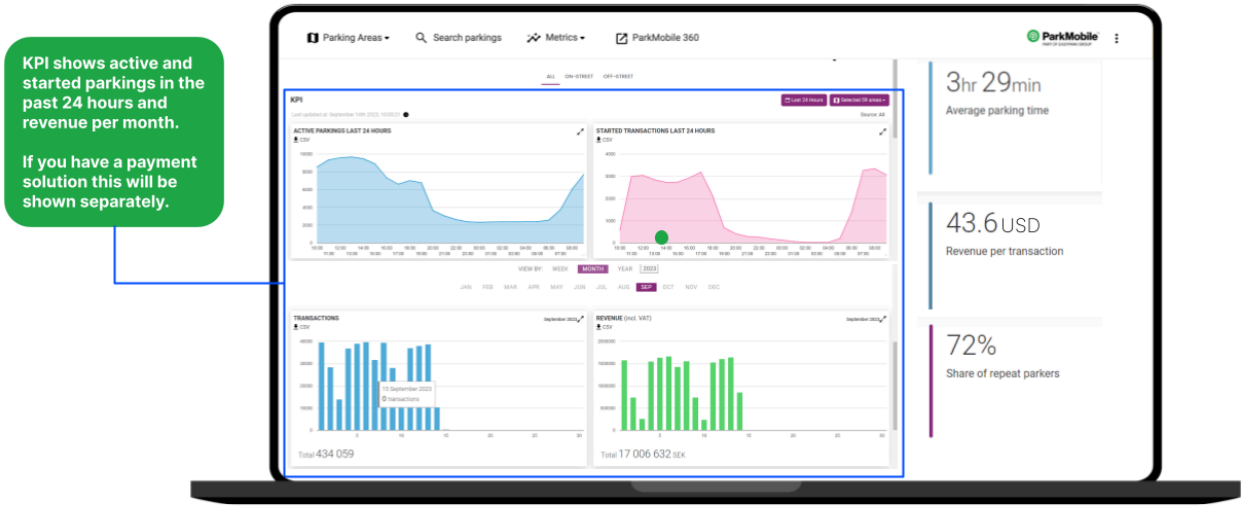

Figure - ParkMobile's client KPI analytics dashboard view provides a variety of visualizations of the program's performance metrics. Visualizations include previous 24 hours and monthly views.

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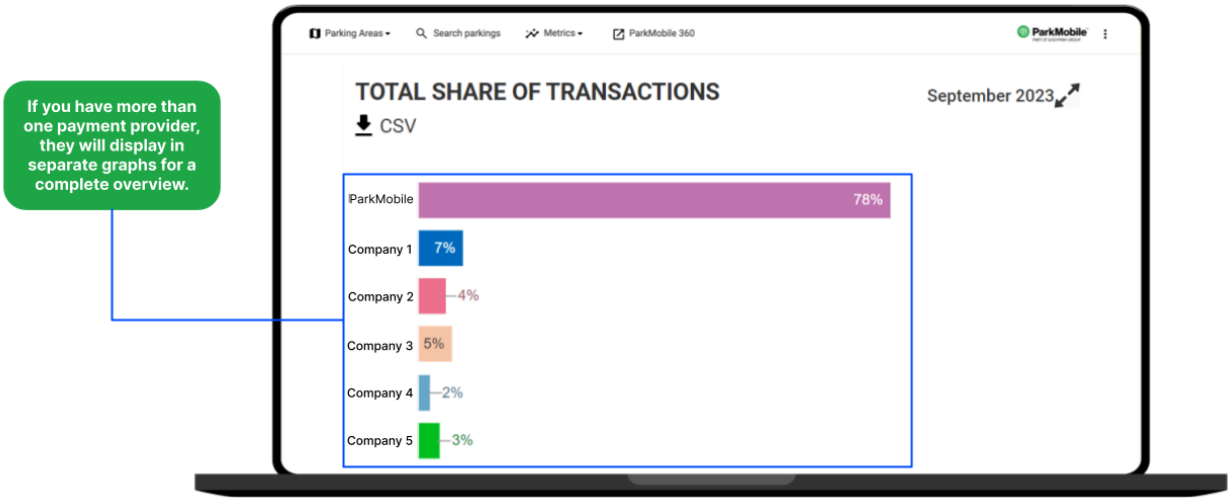

Figure - ParkMobile's multi-channel analytics view provides a breakdown of the share of transactions for all payment channels utilized by the client.

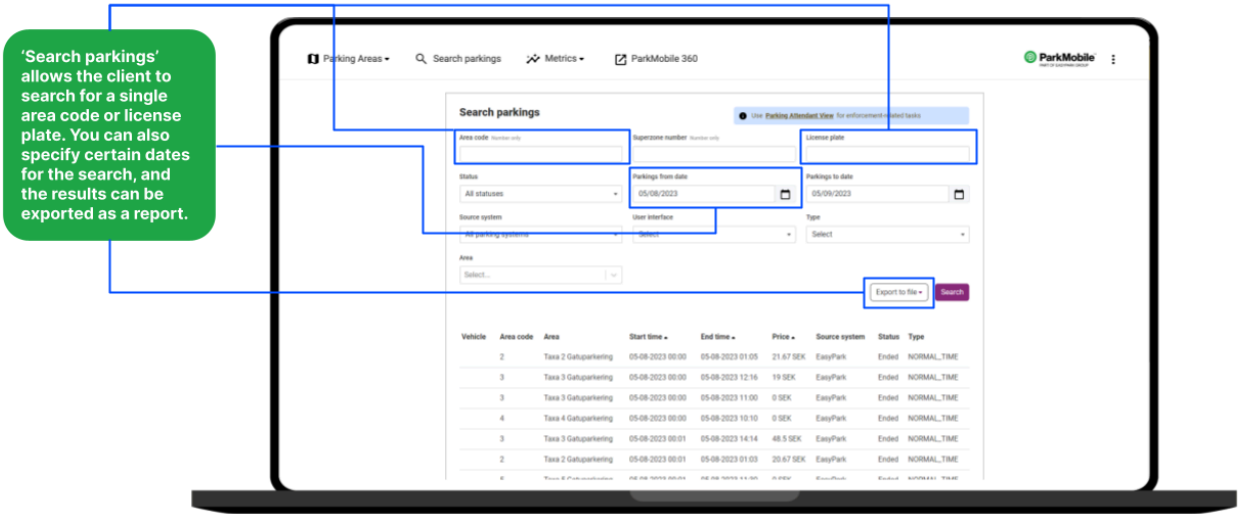

Figure - ParkMobile's search feature enables clients to filter parking sessions by area code, license plate, and date. Reports can also be exported as a report.

Integrations with Other Parking & Mobility Technologies

The ParkMobile system is purpose-built to integrate with the parking and mobility ecosystem through our unsurpassed integration capabilities and simple, easy-to-use tools.

Through our openly available Application Programming Interfaces (APIs) as well as direct partnerships, we integrate with most major industry providers, enabling our partners to adopt a best-of-breed approach to their mobility strategy and providing flexibility to move vendors and evolve with the industry. The graphic below shows all of the providers we are actively integrated with today.

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ParkMobile Signage & Marketing

Signage and Decals

ParkMobile provides all operational and promotional graphics, including all signage and decal stickers for parking equipment, at no additional charge.

Signage and decal design are critical aspect of deploying a successful mobile parking program. According to our research, almost 49% of users first learn about our app through the signage at the meter. Our team works directly with our clients to understand the hardware assets in the field and what the pay station/meter looks like to produce the best sign and decal package. We have an in-house graphic design team that creates sign proofs for approval. We can create different shapes and sizes to meet the needs of each individual client.

Best practices for mobile app signage include:

- Bigger is better. Larger stickers and signs have been proven to drive greater app adoption.
- Minimize the elements on the sign. Less is more.
- Have a large zone number that is easy to read from a distance.
- Simple instructions on how to pay.
- Show that ParkMobile is also accepted to provide more payment options

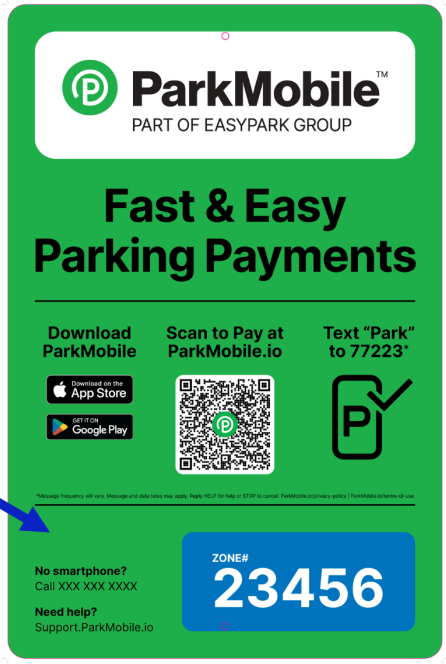
We have recently refreshed our ParkMobile signage to include “Ways to Pay” messaging, showing consumers that they have a wide variety of contactless payment options available to them with ParkMobile.

ParkMobile Standard Signage

12” x 18” Aluminum sign

Your Logo Goes Here

Please provide us with a high quality version to avoid pixilation. EPS or Vector formats are ideal.



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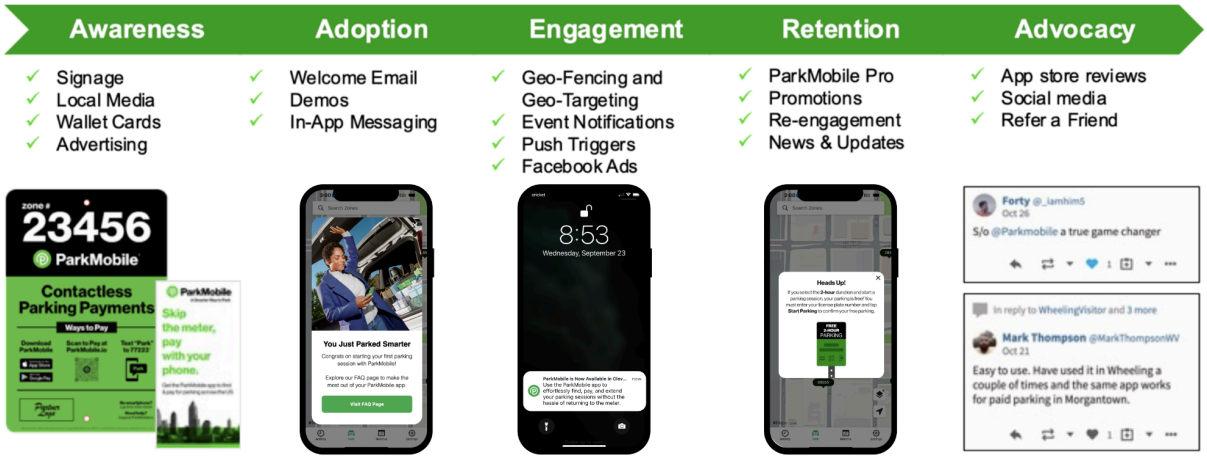
Comprehensive Marketing Services

Over the past 15 years, ParkMobile has launched in over 500 cities. Through that experience, we have learned the key marketing strategies, tactics, and best practices for introducing a mobile parking app in a new market and continually increasing the app utilization post-launch. We even wrote an e-book on the subject that you can download here.

When ParkMobile develops a marketing program for a new launch, one size does NOT fit all. To ensure the program's continued success, ParkMobile will work closely with your staff to develop the right program. ParkMobile builds our marketing programs to focus on five key areas, outlined in the diagram and sections below.



1. Awareness

When launching a new or updated mobile parking app in a market, it is critical to get the word out. The ParkMobile team deploys a variety of tactics to make sure people in the market know about the app. Awareness tactics may include local advertising on TV and radio, press outreach, targeted social media ads, street teams, and more. We will use email, in-app messages, and push notifications to activate existing ParkMobile users. ParkMobile will also look for opportunities to leverage local programming in the market. For example, in Atlanta, we created branded content for integration into a show about local restaurants called "Atlanta Eats." You can see the entire segment by clicking this link.

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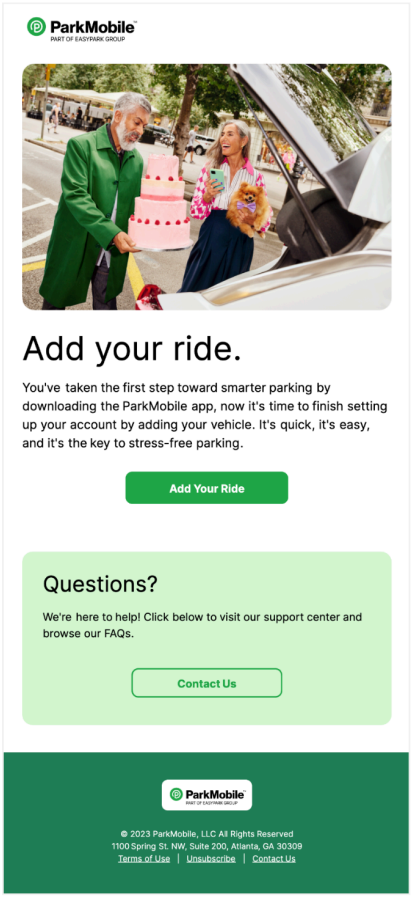
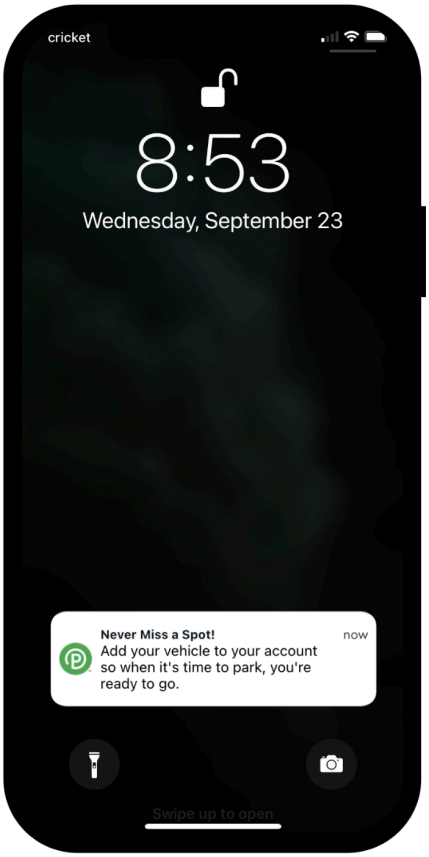
2. Adoption

Once users have downloaded the app, ParkMobile activates our onboarding program to ensure they know how to get started. We send a welcome email with links to demos on how to use the app. Then follow up to make sure the new users have the information they need. If users download the app and set up an account but don't complete a transaction, we keep messaging them to encourage usage and educate them about all the locations where they can use the app to pay for parking. As a result of our adoption tactics, almost 90% of users who download the app go on to complete a parking transaction.





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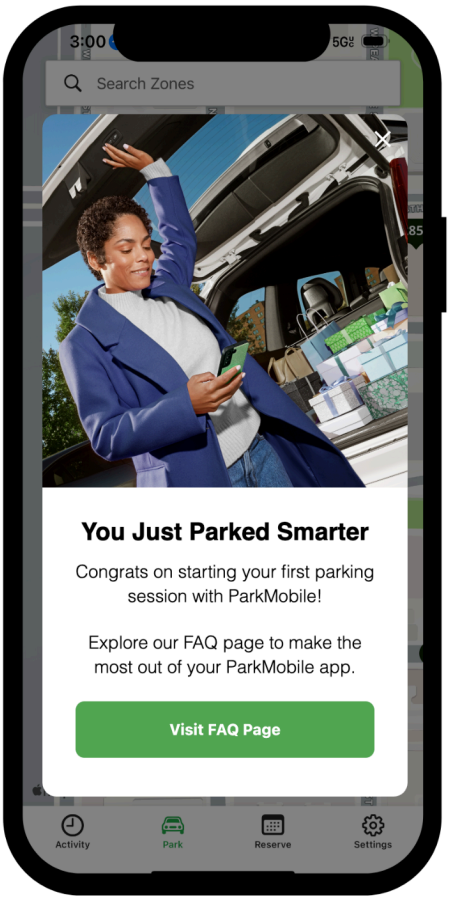
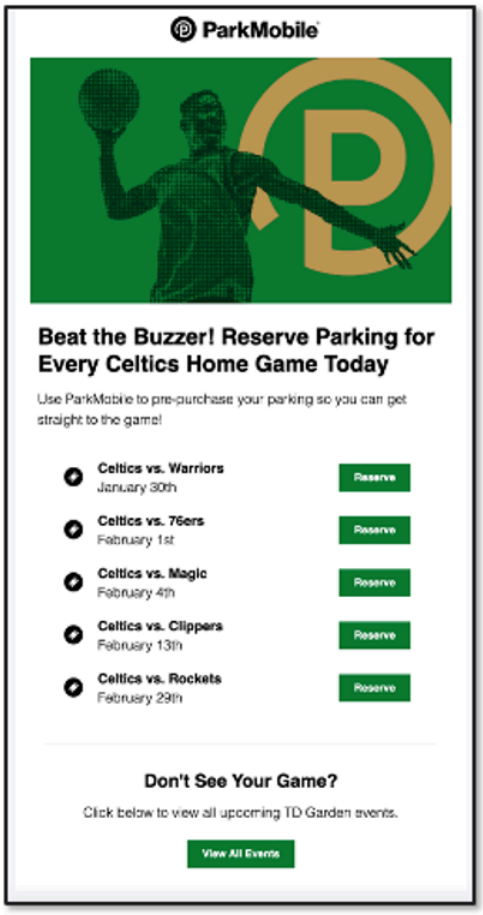
3. Engagement

Once people are using the app, we engage them on an ongoing basis with emails, in-app messages, and push notifications. The goal is to keep them engaged with ParkMobile even when they are not actively parking. In addition to the app-based engagement, we retarget users on Facebook and other social platforms to serve up tactical messages and stay top-of-mind.





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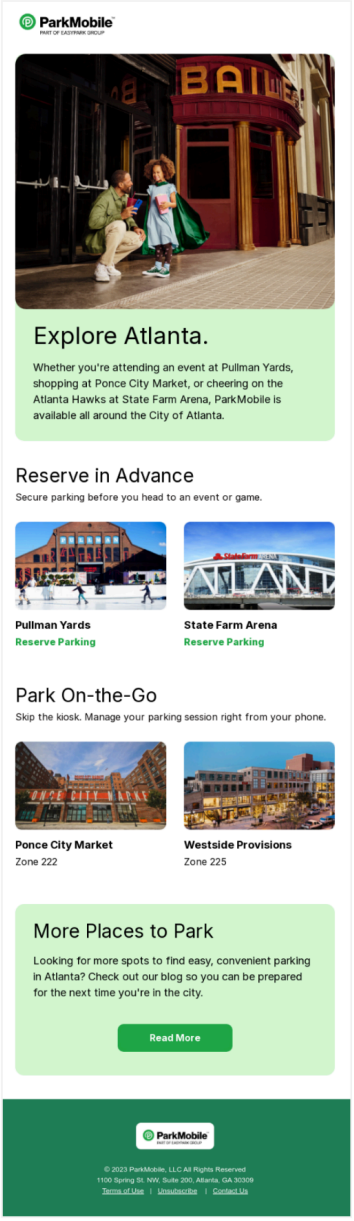
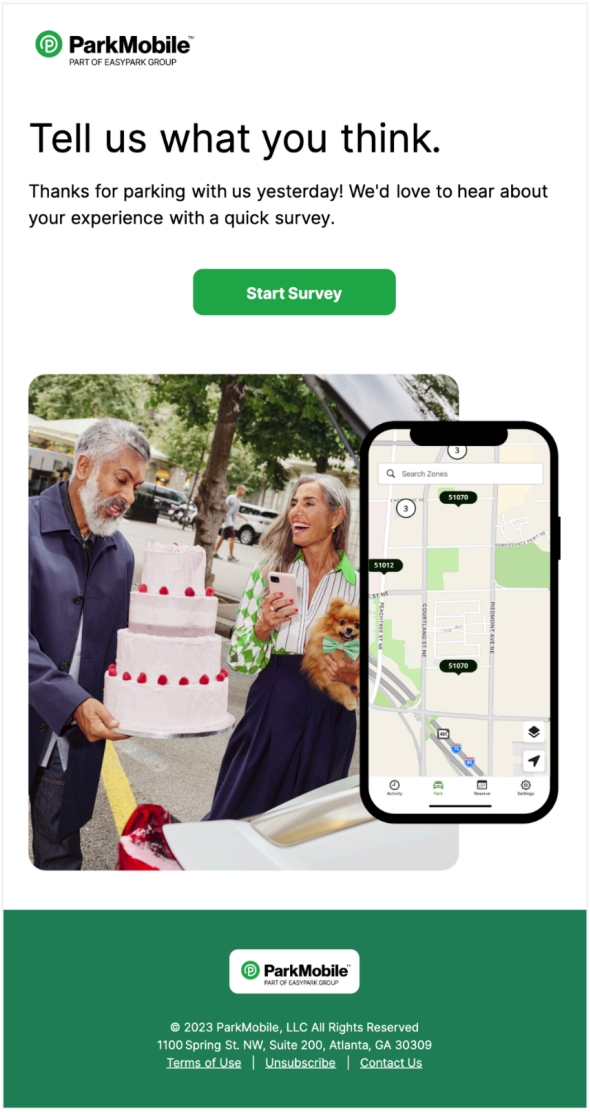
4. Retention

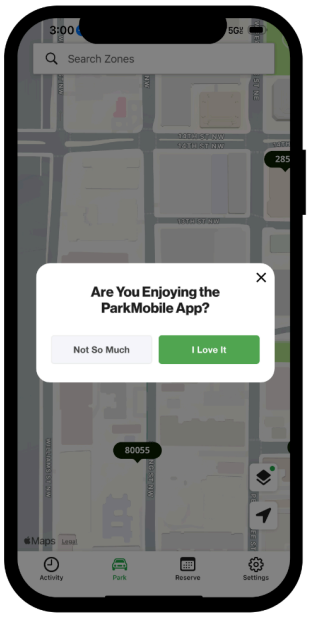
ParkMobile strives to keep users engaged with the app for the long term. We consistently communicate news and updates to members through email, social media posts, and other tactics. ParkMobile also has a re-engagement program for lapsed users who haven't used the app in several months.

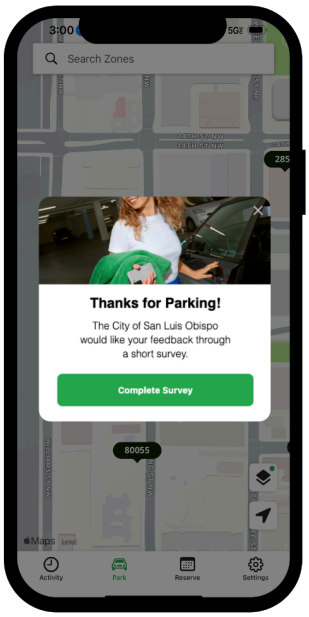


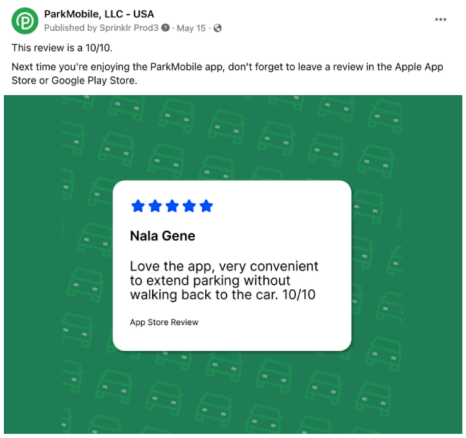


5. Advocacy

For loyal power users, ParkMobile urges them to become “ambassadors” for the ParkMobile brand through social media and app store reviews.



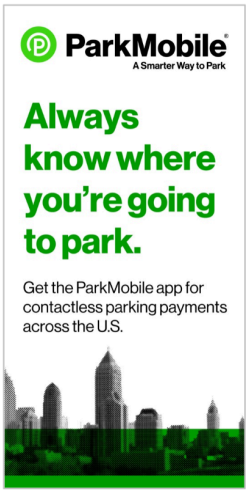


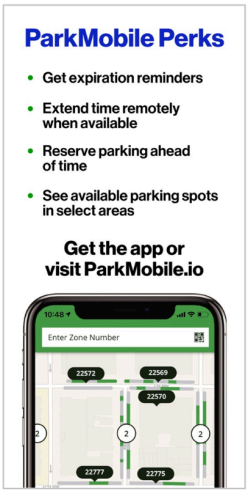


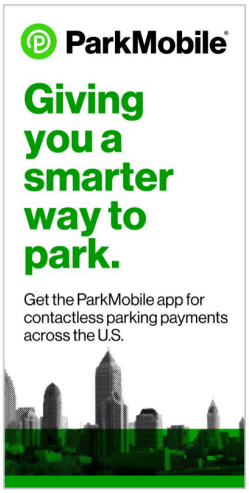
To help the adoption of your mobile parking payment program not only see early success, but also continuously grow, we will deploy a variety of marketing tactics and strategies, including, but not limited to, the options listed below as examples.

Instructional Documents and Website Content

ParkMobile can provide helpful one-pagers and wallet cards, as well as content to embed in your website, email, and social media channels.







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Customized Video Content

ParkMobile has an extensive video library of demos and tutorials that can be embedded on the parking website and used in other digital channels. We are also able to produce any custom video asset as needed to support the program. You can see our full video library here: https://vimeo.com/parkmobile.

Using ParkMobile for On/Off-street Parking an...

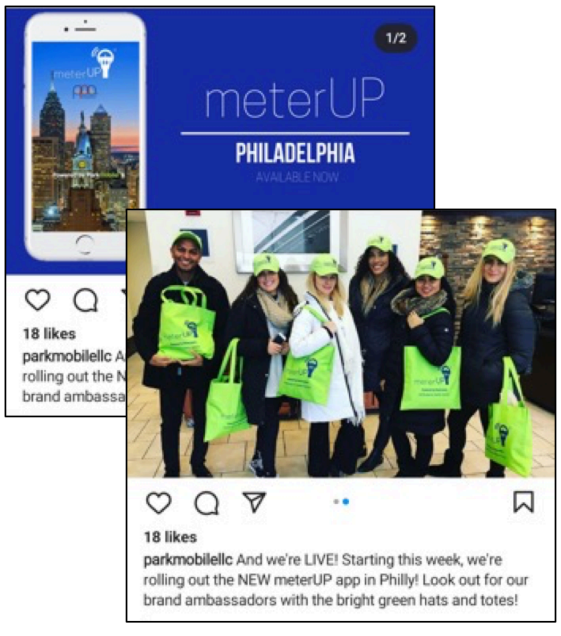
ParkMobile

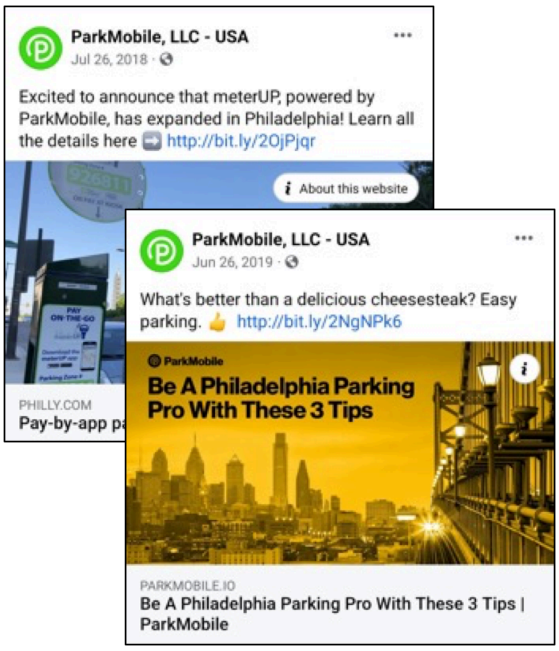
How to Use ParkMobile

ParkMobile

Social Media

ParkMobile has a very strong social media presence with over 31,700 followers on Twitter, 34,500 followers on Facebook, 5,300 on LinkedIn, and 1,650 followers on Instagram. We will leverage this industry-leading social network to raise awareness for ParkMobile's products and services across the area. We also engage with local influencers to post about ParkMobile on their social channels.





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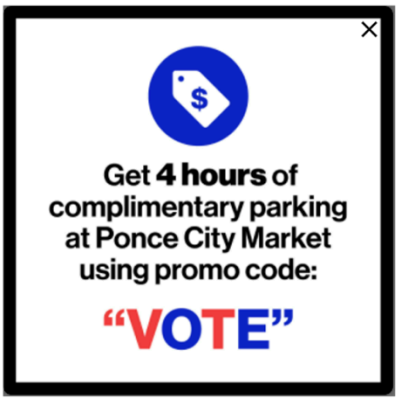
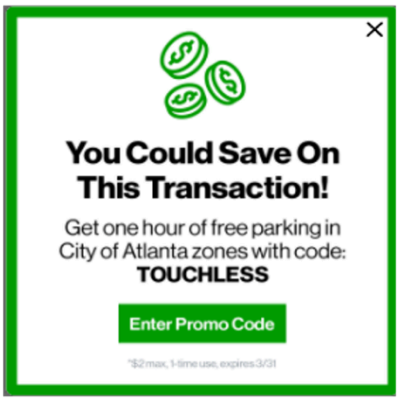
Special Events and Promotions

ParkMobile can set up special promotions for parking around the municipality. For example, you can offer “$1 off”, “free parking,” or other incentives. The ParkMobile marketing team will work with staff to design and execute a promotion that is right for you.





Branded Swag Kits

We provide our clients with swag kits that include branded items like hats, shirts, water bottles, lip balm, koozies, and more. These items can be distributed at the parking office or at other events to help raise awareness of the parking program. We also use these items when we deploy street teams as an incentive to download the app.

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Pricing & Information on Getting Started

ParkMobile's services are based on a convenience fee added to each transaction, which is paid for by the end customer. This model allows you to collect your full parking fee amount, and allows you to use our services without any up-front costs or monthly subscription fees.

ParkMobile On-Demand (Zone Parking) Pricing Option	Fees
Mobile Payment (OnDemand) Transaction Fee paid by end user. Price does not include credit card processing fees. Client or ParkMobile can serve as Merchant of Record (MOR).	**$0.45 per transaction**
ParkMobile Reservations Pricing Option	**Fees**
Pre-Paid Parking Mobile Payment (Reservations) Transaction Fee paid by the end user. Price does not include credit card processing fees. Client or ParkMobile can serve as Merchant of Record (MOR).	**15% of parking fee amount**
No Charge Parking Reservations Fee paid by client. Zero Dollar Parking Reservation using access code to unlock a non-public parking product.	**$1.00 Per transaction**

If ParkMobile is Merchant of Record (MOR), our processing fees for credit card payments are 3% plus $0.20 per transaction.

ParkMobile Services Included At No Cost

- Signage and decal stickers for the initial rollout
- Setup and Implementation
- Call Center, Customer Support, Hosting and Maintenance
- Social media, PR, standard marketing, and advertising for program launch
- Integrations with meter, enforcement and LPR vendors
- As a backup to the integrations, ParkMobile will provide a cloud-based enforcement portal with secure credentials to validate active OnDemand smart parking sessions for each of your location(s) where your smart parking services are made available.
- ParkMobile 360 Customizable Self – Administration Toolset for reporting and setting rates.

Timeline for Getting Started

From the time a contract is finalized, the time to launch is typically 40-60 days. Through our streamlined onboarding process, our implementation team will configure your rates, train your staff on back office systems, collaborate with our marketing team to plan your launch promotion, and create signage.

All ParkMobile's standard terms & conditions shall apply to this parking proposal
Proposal pricing valid for 30 days

Explanation of Options for Credit Card Processing

ParkMobile offers flexible options for handing credit card processing:

	Option 1: ParkMobile is Merchant of Record	Option 2: Client is Merchant of Record

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Rate	3% + $0.20 per transaction. This rate will be applied to transactions of all types, regardless of the card type used.	Varies depending on your arrangement with an existing merchant processor. When you are Merchant of Record, you pay a different rate on transactions depending on the specific card type used and other details.
Payment Methods accepted	All major credit and debit cards (VISA, Mastercard, Discover, American Express), as well as emerging payment methods like PayPal, Apple Pay, Google Pay, and more	Whichever credit card brands you choose to accept based on your setup with your merchant processor
Flow of Funds	ParkMobile collects all parking revenue and at the end of each month, we'll deduct ParkMobile convenience fees and credit card process fees and send you your net revenue via check or ACH	You collect all revenue into your merchant account daily (including the additional ParkMobile convenience fees added on top of your parking rates), and ParkMobile will invoice you each month for the ParkMobile convenience fees
Benefits	Choose this option if: • You don't have an existing merchant processor • Your effective rate with an existing processor isn't significantly lower than 3% + $0.20 per transaction • You want to get set up as quickly as possible (MOR can be changed at a later date) • You want to offer the widest range of payment methods • You want to simplify the accounting process	Choose this option if: • You have an existing processor with an effective rate lower than 3% + $0.20 and don't mind a more involved accounting process • Your accounting or finance team prefers this option • Receiving your revenue by the 15th of the following month creates a cashflow issue for your operation (the 15th is the latest we issue remittances, often it's earlier)
Other	All we'll need in order to set you up with this option is: • W9 • Voided check or bank letter • Completed ACH Authorization form	If you wish to be Merchant of Record, we'll need to know which processor you use. The merchant processors we integrate with are: • BridgePay • PayPal • TSYS • Point & Pay • Payment Express • Elavon • Transaction Network Services (TNS) • Chase (Chase Paymentech & Chase Spectrum) • Heartland (Heartland Bolletta & Heartland SpiDr) • FirstData (Rapid Connect, First Data Nashville, & CardConnect) • WorldPay (Vantiv & Fifth Third) • 3C Payment

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Sample Transaction Fee and Credit Card Processing Breakdown

A customer purchases on average $3.00 worth of parking.

Parking Fee Amount	$	3.00
ParkMobile Convenience Fee	$	0.45
MOR fee	$	0.30
Transaction Total (paid by consumer)	$	3.75

Credit Card Processing (Paid by the consumer)		
ParkMobile can provide turnkey credit card processing at a rate of 3% + $0.20 per transaction		
CC Processing: 3% of Transaction Total ($3.45 x 3%)	$	(0.10)
CC Processing: Fixed $0.20 per transaction	$	(0.20)
Total Credit Card Processing Cost	$	(0.30)

Total Transaction Processed (Full Parking Fee Amount + Transaction Fee + MOR fee)	$	3.75
Client's Net Revenue (Total Transaction Amount)	$	3.00

Options Regarding Convenience Fees and Credit Card Processing

If the Client wishes, we can adjust the customer convenience fee amount to help offset the Client's credit card processing. For example, using a customer convenience fee of $0.55 per transaction instead of the typical $0.45, and returning that additional $0.10 per transaction back to the Client as a revenue share. If this is of interest, please let us know and we are happy to discuss the options available.

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ParkMobile Service Agreement

This ParkMobile Service Agreement ("Agreement") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1075 Peachtree St. NE, Ste 3100, Atlanta, GA 30309 ("ParkMobile") and City of Placentia, a California Municipality, with offices at 401 East Chapman Avenue, Placentia, California 92870, United States ("Client"). This Agreement will become effective as of the last signature date below (the "Effective Date"). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

PARTY CONTACTS			
Client		**ParkMobile**	
Legal Name:	City of Placentia	**Legal Name:**	ParkMobile, LLC
Contact:	Christopher Tanio	**Sales Rep:**	
Email:	ctanio@placentia.org	**Email:**	antonio.mascino@arrive.com
Phone:	(714) 993-8132	**Phone:**	(877) 727-5457
Address:	401 East Chapman Avenue, Placentia, California 92870, United States	**Address:**	ParkMobile, LLC 1075 Peachtree St. NE Ste 3100 Atlanta, GA 30309
		For legal notices:	with a copy to ParkMobile's Legal Department at the above address and to legal@parkmobile.io.

SERVICE TERMS	
Services	ParkMobile will provide Client with the Services related to the following types of parking transactions: **On Demand**
Initial Term	1 year beginning on the Effective Date
Renewal	This Agreement will automatically renew for additional successive 1 year terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least 90 days before the end of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").
Termination	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.
Merchant of Record	The parties designate ParkMobile as the merchant of record. Client agrees. to pay ParkMobile $0.20 + 3% of the total transaction amount per transaction for this service. ParkMobile will remit any amounts due Client in arrears to Client by the 15th of the following month.

ParkMobile By Arrive

ParkMobile Service Agreement

Parking Locations	The Services will be provided to Client in the following locations / geographical territory: **All Location at discretions of client**
Signage	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.
Governing Law	State of Georgia
Schedules	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services

IMPLEMENTATION FEES			
Description	**Units**	**Rate**	**Price**
Implementation Fee	0	$0.00	$0.00
Custom Development	0	$0.00/hr	$0.00
		Total Implementation Fees:	**$0.00**

ADDITIONAL FEES	

USER FEES		
On Demand User Fee	$0.40	per transaction

The parties have executed this Agreement as of the Effective Date.

CITY OF PLACENTIA

By: _____

Name:

Title:

Date:

PARKMOBILE, LLC

By: Signed by: 54A4E31B6F3147F...

Name: David Hofer

Title: VP Sales

Date: 11/20/2025

Docusign Envelope ID: 959E7EE7-FCA9-4CD4-B23E-C714915EE718

SCHEDULE 1:
CLIENT GENERAL TERMS & CONDITIONS

1. SERVICES

1.1 General. During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.

1.2 Launch Date. The parties will mutually agree upon the launch date for the Services.

1.3 ParkMobile Application. On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.

1.4 Parking Management Services. Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.

1.5 Parking Locations. The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.

1.6 Publicity of Services. Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.

1.7 Exclusivity. Reserved.

1.8 PCI DSS. ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.

1.9 Online Client General Terms & Conditions. The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at https://parkmobile.io/client-terms with respect to the Services provided under this Agreement.

2. ACCESS & USE OF PLATFORM

2.1 Provision of Access. Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.

2.2 Documentation License. ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Services.

2.3 Use Restrictions. Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.

2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.

2.5 Changes. ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.

2.6 Suspension or Termination of Services. Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise cancel Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv) Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any other client, end user, vendor or partner of ParkMobile; or

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(v) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

3. CLIENT RESPONSIBILITIES

3.1 Use of Platform Account. Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.

3.2. Parking Information. Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.

3.3. Effect of Client Failure or Delay. ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

4. SERVICE AND SUPPORT

4.1. Scheduled Maintenance. ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

4.2 Client Support. ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to support@parkmobile.io. For issues relating to Reservation Parking Services, Client may submit a support request via email to prs@parkmobile.io. ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to applicationsupport@parkmobile.io.

4.3 End-User Support. ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

5. CONFIDENTIAL INFORMATION

5.1 General. Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

5.2 Personal Data. In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

6. INTELLECTUAL PROPERTY OWNERSHIP

6.1 Client Data. Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.

6.2 Client Brand Features. Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.3 ParkMobile IP. Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.

6.4 ParkMobile Brand Features. ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at https://parkmobile.io/company/parkmobile-media-assets/logos/. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.5. ParkMobile User Data. ParkMobile User Data remains the sole and exclusive property of ParkMobile. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

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6.6 Resultant Data. Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

6.7 Reservation of Rights. ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

7. FEES AND PAYMENT

7.1. Fees. Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.

7.2 Payment Terms. The parties designate ParkMobile as the merchant of record. Client agrees. to pay ParkMobile $0.20 + 3% of the total transaction amount per transaction for this service. On or before the 15th day of each month, ParkMobile will disburse to Client all parking fees ParkMobile received during the preceding month from ParkMobile Users on behalf of Client as a direct result of this Agreement, less any amounts owed to ParkMobile.

7.3. Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

7.4. Late Payment. If Client fails to make any payment when due then, in addition to all other remedies that may be available: (a) ParkMobile may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Client shall reimburse ParkMobile for all costs incurred by ParkMobile in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for thirty (30) days following written notice thereof, ParkMobile may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Client or any other person by reason of such suspension.

7.5. No Deductions or Setoffs. All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

7.6. Fee Increases. ParkMobile may increase fees upon sixty (60) days' written notice to Client. Notice may be via email.

7.7. Limited Payment Agent. Client appoints ParkMobile as its agent for the limited purpose of receiving, holding, and settling payments made by ParkMobile Users to Client in connection with the Services. Client acknowledges and agrees that receipt of payment from ParkMobile Users in connection with the Services by ParkMobile shall be deemed the same as receipt by Client itself.

8. REPRESENTATIONS AND WARRANTIES

8.1. Mutual. Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 ParkMobile. ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

8.3 Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

9. INDEMNIFICATION

9.1 Mutual. Each party will indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred as a result from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent it arises from a breach of the indemnifying party's representations and warranties under this Agreement.

9.2 ParkMobile. ParkMobile will indemnify, defend, and hold harmless Client from and against any and all Losses incurred by Client resulting from any Third-Party Claim that the Platform or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's IP Rights, provided that Client promptly notifies ParkMobile in writing of the claim, cooperates with

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ParkMobile, and allows ParkMobile sole authority to control the defense and settlement of such claim.

9.3 **Client.** Client will indemnify, defend, and hold harmless ParkMobile from and against any and all Losses incurred by ParkMobile resulting from any Third-Party Claim arising out of Client's disclosure or use of ParkMobile User Data in violation of this Agreement.

9.4 **Mitigation.** If any of the Services are claimed to, or in ParkMobile's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if Client's use of the Services is enjoined or threatened to be enjoined, ParkMobile may, at its option and sole cost and expense: (a) obtain the right for Client to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to Client, terminate this Agreement and require Client to immediately cease any use of the Services.

9.5 **Sole Remedy.** THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND PARKMOBILE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. LIMITATION OF REMEDIES AND DAMAGES

10.1 **Exclusion of Damages.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 **Cap on Monetary Liability.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PARKMOBILE ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3 **Exceptions.** The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to ParkMobile's obligations under Section 9 or liability for ParkMobile's gross negligence or willful misconduct.

11. ADDITIONAL TERMS

11.1 **Omnia.** ParkMobile is an awarded vendor with Omnia ("Omnia") to provide integrated parking management systems to public agencies at established rates as set forth in the applicable Omnia Contract (contract number 158974)("Omnia Contract"). Client's procurement code authorizes the use of other contracts, including the Omnia Contract, as an acceptable method of procurement of competitively bid prices. Except as supplemented by the terms of this Agreement, all terms and provisions of the Omnia Contract remain unchanged and in full force and effect.

12. GENERAL TERMS

12.1 **Assignment.** Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without ParkMobile's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

12.2 **Severability.** If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

12.3 **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.4 **Notices.** Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the

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respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specific in writing. Any notice permitted or required under this Agreement that is sent to ParkMobile shall also be sent via email to legal-notices@parkmobile.io.

12.5 Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Georgia, United States of America (including its statutes of limitations).

12.6 Amendment; Waivers. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

12.7 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12.8 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.9 Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.10 Independent Contractors. The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.11 Export Control. Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

12.12 Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

12.13 Counterparts. The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

13. DEFINITIONS

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

"Authorized User" means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

"Brand Features" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"Client Data" means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

"Documentation" means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

"IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Parking Information" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of Client's on-street parking, off-street parking, reservation

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parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

"ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitates the payment of parking transactions.

"ParkMobile User" means an end user that uses the ParkMobile Application.

"ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.

"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes “personal data” or “personal information” within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client’s Parking Locations.

"Resultant Data" means data and information related to Client’s, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.

Docusign Envelope ID: 959E7EE7-FCA9-4CD4-B23E-C714915EE718

SCHEDULE 2: SERVICES
ON-DEMAND PARKING SERVICES

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("On-Demand Parking").

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting https://app.parkmobile.io; (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from https://app.parkmobile.io to access and print parking history, receipts, and statements.

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Docusign Envelope ID: 959E7EE7-FCA9-4CD4-B23E-C714915EE718

SCHEDULE 3:
CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM

This form authorizes ParkMobile, LLC to make payment to a business electronically. **All payments will be paid in the account designated by the voided check or bank letter attached to this form once it has been verified by ParkMobile, LLC via telephone call, otherwise a check will be issued to the address on file.** It is the responsibility of the client to notify ParkMobile, LLC of any changes pertinent to electronic payments, such as changes in banking information or email address.

PAYEE/CLIENT INFORMATION

CLIENT NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
VERIFICATION CALL BACK CONTACT PERSON:
VERIFICATION TELEPHONE NUMBER:
PRIMARY FINANCE CONTACT EMAIL:
SECONDARY FINANCE CONTACT EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:
PLEASE BE SURE TO ATTACH A **VOIDED CHECK** OR **BANK LETTER** TO VERIFY THE ABOVE ACCOUNT INFORMATION

This authorizes ParkMobile, LLC to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to the account indicated above and to other accounts specified by Client in the future (the “Account”). This authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until ParkMobile receives a written termination notice from Client and has a reasonable opportunity to act on it.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2025

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
Arthur J. Gallagher Risk Management Services, LLC
1050 Crown Pointe Parkway, Suite 600
Atlanta GA 30338

CONTACT NAME: Laura McDonald
PHONE (A/C, No, Ext): 678-393-5244 **FAX (A/C, No):**
E-MAIL ADDRESS: laura_mcdonald@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Chubb Indemnity Insurance Company	12777
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ParkMobile USA, Inc.
1100 Spring Street Suite 200
Atlanta, GA 30309

COVERAGES **CERTIFICATE NUMBER:** 1152093787 **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 [X] LOC [ ] OTHER:	Y	Y	36091030	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		73651271	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			56729349	5/1/2025	5/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	71835201	5/1/2025	5/1/2026	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Placentia, its officers, officials, agents, employees, and volunteers is included as Additional Insured on a Primary and Non-Contributory basis regarding General Liability and Automobile Liability when required by a written and signed contract with the insured per forms 80-02-2367 (Rev. 5-07); 16-02-0292 (Ed. 4-24). Waiver of subrogation applies in favor of City, its officers, officials, agents, employees, and volunteers for General Liability, Automobile Liability and Workers Compensation when required by a written and signed contract with the Insured per forms 80-02-2000 (Rev. 4-01); 16-02-0292 (Ed. 4-24); WC 90 03 75 (05/18).

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
Christopher R. Ward

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Liability Insurance

General Liability

Table Of Contents

Section	Page No.
Coverages	3
Investigation, Defense And Settlements	4
Supplementary Payments	4
Coverage Territory	5
Who Is An Insured	5
Limits Of Insurance	9
Bodily Injury/Property Damage Exclusions	10
Advertising Injury/Personal Injury Exclusions	14
Medical Expenses Exclusions	15
Policy Exclusions	16
Conditions	20
Definitions	25

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Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Conditions; and Definitions, as well as the Declarations, Common Policy Conditions and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Coverages

Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Advertising Injury And Personal Injury Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **advertising injury** or **personal injury** to which this coverage applies.

This coverage applies only to such **advertising injury** or **personal injury** caused by an offense that is first committed during the policy period.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Coverages
(continued)

Medical Expenses Coverage

Subject to all of the terms and conditions of this insurance, we will pay **medical expenses** for **bodily injury** caused by an accident to which this coverage applies:

- that takes place on premises rented to or owned by you; or
- in connection with your operations;

provided that such:

- accident occurs during the policy period;
- expenses are incurred and reported to us within three (3) years of the date of the accident; and
- person who sustained such **bodily injury** submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault.

We have no other obligation or liability under this coverage.

Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured** against a **suit**, even if such **suit** is false, fraudulent or groundless.

If such a **suit** is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend:

- the **insured**; and
- if applicable, the indemnittee of the **insured**, provided the obligation to defend, or the cost of the defense of, such indemnittee has been assumed by such **insured** in an **insured contract**.

Such attorney fees and litigation expenses will be paid as described in the Supplementary Payments section of this contract.

We have no duty to defend any person or organization against any **suit** seeking damages to which this insurance does not apply.

We may, at our discretion, investigate any **occurrence** or offense and settle any claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

Supplementary Payments

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

A. the expenses we incur.

B. the cost of:

1. bail bonds; or
2. bonds required to:
   a. appeal judgments; or

Supplementary Payments (continued)

b. release attachments;

but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.

C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to $1000 a day because of time off from work.

D. costs taxed against the **insured** in the **suit**, except any:

1. attorney fees or litigation expenses; or

2. other loss, cost or expense;

in connection with any injunction or other equitable relief.

E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

This insurance applies anywhere, provided the **insured**'s responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

Who Is An Insured

Sole Proprietorships

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

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Who Is An Insured
(continued)

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

A. **bodily injury**, **advertising injury** or **personal injury**:

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or

B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Who Is An Insured
(continued)

Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

A. persons driving such equipment on a public road with your permission are **insureds**; and

B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

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

- **bodily injury** to any co-**employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

Vendors

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

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

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Vendors (continued)

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

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

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

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

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.

B. No person or organization is an **insured** with respect to the:

1. ownership, maintenance or use of any assets; or
2. conduct of any person or organization whose assets, business or organization;

Who Is An Insured

Limitations On Who Is An Insured (continued)

you acquire, either directly or indirectly, for any:

- **bodily injury** or **property damage** that occurred; or
- **advertising injury** or **personal injury** arising out of an offense first committed;

in whole or in part, before you, directly or indirectly, aquired such assets, business or organization.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds**;
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (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 twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**, except damages included in the **products-completed operations hazard**; and
- **medical expenses**.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** included in the **products-completed operations hazard**.

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for **advertising injury** and **personal injury**.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**; and
- **medical expenses**;

arising out of any one **occurrence**.

Any amount paid for damages or **medical expenses** will reduce the amount of the applicable aggregate limit available for any other payment.

Limits Of Insurance

Each Occurrence Limit (continued)

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

Damage To Premises Rented To You Limit

Subject to the Each Occurrence Limit, the Damage To Premises Rented To You Limit is the most we will pay for the sum of damages for **property damage** to any one premises while rented to you or temporarily occupied by you with permission of the owner.

Medical Expenses Limit

Subject to the Each Occurrence Limit, the Medical Expenses Limit is the most we will pay for the sum of **medical expenses**, under Medical Expenses coverage, for **bodily injury** sustained by any one person.

Bodily Injury/Property Damage Exclusions

None of the following exclusions, except "Contracts", "Expected Or Intended Injury" and "Loss In Progress", apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Aircraft, Autos Or Watercraft

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- aircraft;
- **auto**; or
- watercraft;

owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to:

A. a watercraft while ashore on premises owned by or rented to you;

B. a watercraft you do not own, provided that it:

1. is less than fifty-five (55) feet long; and
2. does not transport persons or cargo for a charge;

C. the parking of an **auto** on premises owned by or rented to you, provided the **auto** is not owned by or loaned or rented to you or the **insured**;

D. the liability for damages assumed in an **insured contract** resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft;

E. the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of **mobile equipment**; or

F. an aircraft you do not own, provided that:

1. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

Bodily Injury/Property Damage Exclusions

Aircraft, Autos Or Watercraft (continued)

2. it is rented with a trained, paid crew; and
3. it does not transport persons or cargo for a charge

Alcoholic Beverage Type Businesses

This insurance does not apply to **bodily injury** or **property damage** for which any **insured** may be held liable by reason of:

- causing or contributing to the intoxication of any person;
- furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Contracts

This insurance does not apply to **bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in an oral or written contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage**, to which this insurance applies, occurs after the execution of such contract or agreement.

Damage To Alienated Premises

This insurance does not apply to **property damage** to any premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises.

This exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

Damage To Impaired Property Or Property Not Physically Injured

This insurance does not apply to **property damage** to:

- **impaired property**; or
- property that has not been physically injured;

arising out of any:

- defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or

Bodily Injured/Property Damage Exclusions

Damage To Impaired Property Or Property Not Physically Injured (continued)

- delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

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

Damage To Owned Property

This insurance does not apply to **property damage** to any property owned by you.

Damage To Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to **property damage** to any:

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

This exclusion does not apply to the liability for damages assumed in a sidetrack agreement.

Damage To Your Product

This insurance does not apply to **property damage** to **your product** arising out of it or any part of it.

Damage To Your Work

This insurance does not apply to **property damage** to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

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

Employer's Liability

A. This insurance does not apply to **bodily injury** to an **employee** of the **insured** arising out of and in the course of:

   1. employment by the **insured**; or
   2. performing duties related to the conduct of the **insured**'s business.

B. This insurance does not apply to **bodily injury** to the brother, child, parent, sister or spouse of such **employee** as a consequence of any injury described in paragraph A. above.

This exclusion applies:

- whether the **insured** 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 any injury described in paragraphs A. or B. above.

Bodily Injured/Property Damage Exclusions

Employer's Liability (continued)

This exclusion does not apply to the liability for damages assumed by the **insured** in an **insured contract**.

Expected Or Intended Injury

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

Loss In Progress

This insurance does not apply to **bodily injury** or **property damage** that is a change, continuation or resumption of any **bodily injury** or **property damage** known by you, prior to the beginning of the policy period, to have occurred.

Bodily injury or **property damage** will be deemed to be known by you:

A. if such injury or damage is known by, or should have been known from the standpoint of a reasonable person in the circumstances of:

   1. you;
   2. any of your directors, managers, members, **officers** (or their designees) or partners (whether or not an **employee**); and

B. when any person described in paragraph A. above:

   1. reports all, or any part, of any such injury or damage to us or any other insurer;
   2. receives a claim or a demand for damages because of any such injury or damage; or
   3. becomes aware that any such injury or damage has occurred or has begun to occur.

Mobile Equipment Transportation

This insurance does not apply to **bodily injury** or **property damage** arising out of the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to any **insured**.

Advertising Injury/Personal Injury Exclusions

Breach Of Contract

This insurance does not apply to **advertising injury** or **personal injury** arising out of breach of contract.

Continuing Offenses

This insurance does not apply to **advertising injury** or **personal injury** that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

A. this insurance; or

B. a subsequent, continuous renewal or replacement of this insurance, that:

1. is issued to you by us or by an affiliate of ours;
2. remains in force while the offense continues; and
3. would otherwise apply to **advertising injury** and **personal injury**.

Contracts

This insurance does not apply to **advertising injury** or **personal injury** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in a written contract or agreement that is an **insured contract**, provided the **advertising injury** or **personal injury**, to which this insurance applies, is caused by an offense first committed after the execution of such contract or agreement.

Crime Or Fraud

This insurance does not apply to **advertising injury** or **personal injury** arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the **insured**.

Expected Or Intended Injury

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense, committed by or on behalf of the **insured**, that:

- is intended by such **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of such **insured**;

to cause injury.

Failure To Conform To Representations Or Warranties

This insurance does not apply to **advertising injury** or **personal injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

Internet Activities

This insurance does not apply to **advertising injury** or **personal injury** arising out of:

- controlling, creating, designing or developing of another's Internet site;

Advertising Injury/Personal Injury Exclusions

Internet Activities (continued)

- controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
- publication of content or material on or from the Internet, other than material developed by you or at your direction.

Media Type Businesses

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense committed by or on behalf of an **insured** whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to **personal injury** caused by an offense described in subparagraphs A., B. or C. of the definition of **personal injury**.

Prior Offenses

This insurance does not apply to **advertising injury** or **personal injury** arising out of any offense first committed before the beginning of the policy period.

Publications With Knowledge Of Falsity

This insurance does not apply to **advertising injury** or **personal injury** arising out of any electronic, oral, written or other publication of content or material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such content or material to be false.

Wrong Description Of Prices

This insurance does not apply to **advertising injury** or **personal injury** arising out of any wrong description of the price of goods, products or services.

Medical Expenses Exclusions

Athletic Activities

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person injured while taking part in athletics.

Injury To Insureds

This insurance does not apply to **medical expenses** arising out of a **bodily injury** to any **insured**, except a volunteer worker.

Medical Expenses Exclusions
(continued)

Nuclear Energy

This insurance does not apply to **medical expenses** arising out of **bodily injury** in any way related to the:

- **nuclear hazardous properties** of **nuclear material**; and
- operation of a **nuclear facility** by any person or organization.

Products-Completed Operations Hazard

This insurance does not apply to **medical expenses** arising out of **bodily injury** included in the **products-completed operations hazard**.

Workers' Compensation Or Similar Laws

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person, whether or not an **employee** of any **insured**, if benefits for such **bodily injury** are payable or must be provided under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

Policy Exclusions

Asbestos

A. This insurance does not apply to **bodily injury**, **property damage**, **advertising injury** or **personal injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.

B. This insurance does not apply to any loss, cost or expense arising out of any:

1. request, demand, order or regulatory or statutory 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 **asbestos**; or
2. claim or proceeding by or on behalf of a governmental authority or others 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 **asbestos**.

Employment-Related Practices

A. This insurance does not apply to any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:

1. arrest, detention or imprisonment;
2. breach of any express or implied covenant;
3. coercion, criticism, humiliation, prosecution or retaliation;
4. defamation or disparagement;
5. demotion, discipline, evaluation or reassignment;
6. discrimination, harassment or segregation;

Policy Exclusions

Employment-Related Practices (continued)

7. a. eviction; or

   b. invasion or other violation of any right of occupancy;

8. failure or refusal to advance, compensate, employ or promote;

9. invasion or other violation of any right of privacy or publicity;

10. termination of employment; or

11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.

B. This insurance does not apply to any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

This exclusion applies:

- whether the **insured** 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 any of the foregoing.

Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

A. enhancement or maintenance of any property; or

B. prevention of any injury or damage to any:

1. person or organization; or

2. property you own, rent or occupy.

Intellectual Property Laws Or Rights

This insurance does not apply to any actual or alleged **bodily injury**, **property damage, advertising injury** or **personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- is caused by an offense described in the definition of **advertising injury**; and
- does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury.**

Policy Exclusions
(continued)

Nuclear Energy

A. This insurance does not apply to **bodily injury**, **nuclear property damage, advertising injury** or **personal injury**:

1. with respect to which any **insured** under this policy also has status as 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 have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or

2. arising out of the **nuclear hazardous properties** of **nuclear material** and with respect to which:

   a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or

   b. the **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.

B. This insurance does not apply to **bodily injury**, **nuclear property damage, advertising injury** or **personal injury** arising out of the **nuclear hazardous properties** of **nuclear material**:

1. if the **nuclear material**:

   a. is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;

   b. has been discharged or dispersed therefrom; or

   c. is contained in **nuclear spent fuel** or **nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured**; or

2. in any way related to 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 (including its possessions or territories) or Canada, this subparagraph 2. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

Pollution

A. This insurance does not apply to **bodily injury**, **property damage**, **advertising injury** or **personal injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;

2. 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;

Policy Exclusions

Pollution (continued)

3. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:

   a. **insured**; or

   b. person or organization for whom any **insured** may be legally responsible; or

4. at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured**'s behalf is performing operations, if the:

   a. **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or

   b. 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**.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** caused by 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 operating fluids escape directly from that particular part of such **mobile equipment** designed by its manufacturer to hold, store or receive them. But, this exception does not apply if such **bodily injury** or **property damage** arises out of any discharge, dispersal, seepage, migration, release or escape of **pollutants**, that:

- was intended by the **insured**;
- would have been expected from the standpoint of a reasonable person in the circumstances of the **insured**;
- was a necessary part of operations performed by any **insured**, contractor or subcontractor; or
- occurred during the process of fueling the **mobile equipment** or changing or replenishing any operating fluid.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor.

Subparagraph A.1. above does not apply to **bodily injury** if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building.

Subparagraphs A.1. and A.4.a. above do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**.

B. This insurance does not apply to any loss, cost or expense arising out of any:

1. request, demand, order or regulatory or statutory 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

Policy Exclusions

Pollution (continued)

2. claim or proceeding by or on behalf of a governmental authority or others 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**.

Paragraph B. above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion does not apply to the liability for damages, for **property damage**, to premises while rented to you or temporarily occupied by you with permission of the owner and caused by a **hostile fire**, explosion, smoke or leakage from fire protective equipment.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

Recall Of Products, Work Or Impaired Property

This insurance does not apply to any damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- **your product**;
- **your work**; or
- **impaired property**;

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

Workers' Compensation Or Similar Laws

This insurance does not apply to any obligation of the **insured** under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

Conditions

Arbitration

We are entitled to exercise all of the **insured**'s rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

Bankruptcy

Bankruptcy or insolvency of the **insured** or of the **insured**'s estate will not relieve us of our obligations under this insurance.

Conditions
(continued)

Disclosures And Representations

We have issued this insurance:

- based upon representations you made to us; and
- in reliance upon your representations.

Unintentional failure of an **employee** of the **insured** to disclose a hazard or other material information will not violate this condition, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer**'s designee knows about such hazard or other material information.

Duties In The Event Of Occurrence, Offense, Claim Or Suit

A. You must see to it that we and any other insurers are notified as soon as practicable of any **occurrence** or offense that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:

1. how, when and where the **occurrence** or offense happened;
2. the names and addresses of any injured persons and witnesses; and
3. the nature and location of any injury or damage arising out of the **occurrence** or offense.

B. If a claim is made or **suit** is brought against any **insured**, you must:

1. immediately record the specifics of the claim or **suit** and the date received;
2. notify us and other insurers as soon as practicable; and
3. see to it that we receive written notice of the claim or **suit** as soon as practicable.

C. You and any other involved **insured** must:

1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
2. authorize us to obtain records and other information;
3. cooperate with us and other insurers in the:
   a. investigation or settlement of the claim; or
   b. defense against the **suit**; and
4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **insured** because of loss to which this insurance may also apply.

D. No **insureds** will, except at that **insured**'s own cost, make any payment, assume any obligation or incur any expense, other than for first aid, without our consent.

E. Notice given by or on behalf of:

1. the **insured**;
2. the injured person; or
3. any other claimant;

to a licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.

Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer**'s designee knows about such **occurrence** or offense.

G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer**'s designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.

H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;

B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;

C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);

Conditions

Other Insurance (continued)

D. that is insurance:

1. provided to you by any person or organization working under contract or agreement for you; or

2. under which you are included as an insured; or

E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend such **insured** against such **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured**'s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Method of Sharing

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

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

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Advertisement

Advertisement means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

Advertisement does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

Advertising Injury

Advertising injury means injury, other than **bodily injury**, **property damage** or **personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:

- copyrighted **advertisement**; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Asbestos

Asbestos means asbestos in any form, including its presence or use in any alloy, by-product or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

Auto

Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.

Bodily Injury

Bodily injury means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

Employee

Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

Hostile Fire

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Definitions
(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Impaired Property

Impaired property means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

- it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms or conditions of a contract or agreement;

if such property can be restored to use by:

- the repair, replacement, adjustment or removal of **your product** or **your work**; or
- your fulfilling the terms or conditions of the contract or agreement.

Insured

Insured means a person or an organization qualifying as an **insured** in the Who Is An Insured section of this contract.

Insured Contract

Insured contract:

A. means:

1. a lease of premises;
2. a sidetrack agreement;
3. an easement or license agreement;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

B. does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:

1. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
2. giving directions or instructions, or failing to give them.

Definitions
(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Intellectual Property Law Or Right

Intellectual property law or right means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

Leased Worker

Leased worker means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. **Leased worker** does not include a **temporary worker**.

Loading Or Unloading

Loading or **unloading**:

A. means the handling of property:

1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto** or watercraft;
2. while it is in or on an aircraft, **auto** or watercraft; or
3. while it is being moved from an aircraft, **auto** or watercraft to the place where it is finally delivered.

B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto** or watercraft.

Medical Expenses

Medical expenses means reasonable expenses for necessary:

- first aid administered at the time of an accident;
- medical, surgical, x-ray and dental services, including prosthetic devices; and
- ambulance, hospital, professional nursing and funeral services.

Mobile Equipment

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

B. vehicles maintained for use solely on premises owned by or rented to you;

C. vehicles that travel on crawler treads;

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Mobile Equipment (continued)

D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

1. power cranes, shovels, loaders, diggers or drills; or
2. road construction or resurfacing equipment such as graders, scrapers or rollers;

E. vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
2. cherry pickers and similar devices used to raise or lower workers; and

F. vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

Mobile equipment does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered **autos**:

1. equipment designed primarily for:
   a. snow removal;
   b. road maintenance, but not construction or resurfacing; or
   c. street cleaning;
2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Nuclear Facility

Nuclear facility means any:

A. **nuclear reactor**;

B. equipment or device designed or used for:

1. separating the isotopes of plutonium or uranium;
2. processing or utilizing **nuclear spent fuel**; or
3. handling, processing or packaging **nuclear waste**;

C. equipment or device used for the processing, fabricating or alloying of **nuclear material**, if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than:

1. twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or
2. two-hundred-fifty (250) grams of uranium 235; or

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Nuclear Facility (continued)

D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear 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.

Nuclear Hazardous Properties

Nuclear hazardous properties includes radioactive, toxic or explosive properties.

Nuclear Material

Nuclear material means **by-product material, source material** or **special nuclear material**.

By-product material, source material and **special nuclear material** have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.

Nuclear Property Damage

Nuclear property damage includes all forms of radioactive contamination of property.

Nuclear Reactor

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.

Nuclear Spent Fuel

Nuclear spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

Nuclear Waste

Nuclear waste means any waste material:

- containing **nuclear 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
- resulting from the operation by any person or organization of any **nuclear facility** described in subparagraphs A. or B. of the definition of **nuclear facility**.

Occurrence

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Officer

Officer means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.

Definitions
(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Personal Injury

Personal injury means injury, other than **bodily injury, property damage** or **advertising injury,** caused by an offense of:

A. false arrest, false detention or other false imprisonment;

B. malicious prosecution;

C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;

D. electronic, oral, written or other publication of material that:

1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or

2. violates a person's right of privacy; or

E. discrimination, harassment or segregation based on a person's age, color, national origin, race, religion or sex.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Products-Completed Operations Hazard

Products-completed operations hazard:

A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you and arising out of **your product** or **your work**, except:

1. products that are still in your physical possession; or

2. work that has not yet been completed or abandoned.

Your work will be deemed completed when:

- all of the work called for in your contract or agreement has been completed.
- all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.
- that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

B. does not include **bodily injury** or **property damage** arising out of:

1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**;

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Products-Completed Operations Hazard (continued)

2. the existence of tools, uninstalled equipment or abandoned or unused materials; or
3. products or operations for which the classification in our rules indicates that such products or operations are not subject to the Products-Completed Operations Aggregate Limit of insurance.

Property Damage

Property damage means:

- physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

Tangible property does not include any software, data or other information that is in electronic form.

Suit

Suit means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

Temporary Worker

Temporary worker means a person who is furnished to a party to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

Your Product

Your product:

A. means any:

1. goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
   a. you;
   b. others trading under your name; or
   c. a person or organization whose assets or business you have acquired; and
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

B. includes:

1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your product**; and
2. the providing of or failure to provide instructions or warnings.

C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

Definitions
(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Your Work

Your work:

A. means any:

1. work or operations performed by:

a. you or on your behalf; or

b. a person or organization whose assets or business you have acquired; and

2. materials, parts or equipment furnished in connection with such work or operations.

B. includes:

1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your work**; and

2. the providing of or failure to provide instructions or warnings.

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1. (☐) Specific Waiver
   Name of person or organization

   (☒) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:

3. Premium:
   The premium charge for this endorsement shall be ___1%___ percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium:

_____
Authorized Representative

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 **05-01-25** Policy No. **71835201** Endorsement No.

Insured **PARKMOBILE LLC** Premium $ **Incl.**

Insurance Company **Chubb Indemnity Insurance Company**

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Business Auto Coverage Form, the provisions of this endorsement apply.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

(1) Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership, joint venture or limited liability company;

(b) That is an "insured" under any other automobile policy;

(c) That has exhausted its Limit of Insurance under any other policy; or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor; and

(2) The "auto" is leased without a driver.

Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Persons And Organizations As Insureds Under A Written Insured Contract

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Paragraph A.1 – WHO IS AN INSURED – of SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".

However, such person or organization is an "insured" only:

(1) with respect to the operation, maintenance or use of a covered "auto"; and

(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) The permit has been issued to you.

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

This provision does not apply to other insurance to which the additional insured has also been added as an additional insured.

3. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Under SECTION II – COVERED AUTOS LIABILITY COVERAGE, subsection A. Coverage, paragraph 2. Coverage Extensions, subparagraph a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings, up to $1,000 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. – FELLOW EMPLOYEE – of SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

However, this exclusion only applies if the fellow "employee" is entitled to benefits under any of the following: workers' compensation, unemployment compensation or disability benefits law, or any similar law.

5. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $60 per day, subject to a maximum limit of $1,800.

6. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. **Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:

a. Overdue loan/lease payments at the time of the "loss";

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

c. Security deposits not returned by the lessor;

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d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance Purchased with the loan or lease: and

e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

(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".

The Auto Loan/Lease Gap Coverage insurance provided by this endorsement is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor.

7. VEHICLE VINYL WRAP COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. **Vehicle Vinyl Wrap Coverage**

In the event of a total "loss" to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of loss. Regardless of the number of "autos" deemed a total "loss", the most we will pay under this Coverage for any one "loss" is $2,000.

For purposes of this coverage, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

8. PERSONAL PROPERTY COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. **Personal Property Coverage**

We will pay up to $1,000 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This Coverage applies only:

(1) In the event of total theft of your covered "auto;" and

(2) If such wearing apparel or other personal effects cannot be recovered.

This Coverage is not subject to a deductible.

The limit shown above applies in addition to any other insurance for personal property provided elsewhere in this policy.

This coverage only applies to "autos" for which Comprehensive or Specified Causes of Loss coverages are provided under this Coverage Form.

9. REPLACEMENT WITH A HYBRID OR ALTERNATIVE FUEL SOURCE AUTO

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

f. **Replacement Of A Private Passenger Auto With A Hybrid Or Alternative Fuel Source Auto**

In the event of a total "loss" to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, we will pay the actual cash value, plus an additional 10%

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(up to a maximum of $2,500), if the replacement vehicle is a hybrid vehicle or alternative fuel source vehicle.

10. RENTAL AGENCY EXPENSE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

g. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

(1) $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;

(2) $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and

(3) $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.

(4) $7,500.00 maximum total amount for paragraphs a., b. and c. combined.

11. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

h. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

12. AIRBAG COVERAGE

Paragraph B.3.a. – EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

13. SOUND RECEIVING AND TRANSMITTING EQUIPMENT – BROADENED COVERAGE

Paragraph a. under the statement "Exclusions 4.c. and 4.d. do not apply" under EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted and replaced with the following:

a. Equipment designed solely for receiving or transmitting sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be operated solely by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

14. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. – DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

15. TWO OR MORE DEDUCTIBLES

Paragraph D. – DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or

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(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

16. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. – DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:

1. You or your authorized representative, if you are an individual;
2. A partner, or any authorized representative; if you are a partnership;
3. A member, if you are a limited liability company; or
4. An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge.

Notice to us should include:

1. How, when and where the "accident" or "loss" occurred;
2. The insured's name and address; and
3. To the extent possible, the names and addresses of any injured persons or witnesses.

17. WAIVER OF SUBROGATION

Paragraph A.5. – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization in a written contract or agreement that is executed before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS – is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

19. AUTOS RENTED BY EMPLOYEES

Paragraph 5.b. – OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS – is deleted and replaced with the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

20. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.e. (1) – POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 60 days or less; and

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21. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of – SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

All other terms and conditions remain unchanged.

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