



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA**

APRIL 28, 2015

Closed Session at 6:00 PM (*when scheduled*)

General Business Session at 7:00 PM

Dore J. Gilbert, M.D., Mayor

Barbara Kogerman, Mayor Pro Tempore

Andrew Blount, Council Member

Melody Carruth, Council Member

Don Sedgwick, Council Member

Location: City Council Chamber, 24035 El Toro Road, Laguna Hills, California 92653

Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a pink "Request to Speak" form available on the table at the back of the Chamber. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council/Planning Agency. Completion of the form is voluntary. All persons may attend the meeting regardless of whether this form is completed.

Members of the public wishing to address the City Council can do so during the Public Comments portion of the Agenda with a time limitation of three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

Resolution No. 96-04-09-1 established rules of decorum for public meetings held by the City of Laguna Hills. Resolution No. 96-04-09-1 is available on the table at the back of the City Council Chamber.

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER SEDGWICK

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS**1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON**

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON MATTHEW SHULMAN.

1.2 SPOTLIGHT ON LOCAL BUSINESS

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A PRESENTATION FROM SAM GREWAL, OWNER & OPERATOR, TOGOS LOCATED AT 24751 ALICIA PARKWAY, LAGUNA HILLS.

1.3 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN UPDATE FROM CHAIR KAREN ROBBINS ON THE 3/5 DARK HORSE COMMITTEE.

1.4 PRESENTATION FROM EAGLE SCOUT CANDIDATE DANIEL GREEN REGARDING THE INSTALLATION OF "LH" LETTERS ON THE HILLSIDE ACROSS FROM THE COMMUNITY CENTER

RECOMMENDATION: THAT THE CITY COUNCIL: (1) RECEIVE A PRESENTATION FROM EAGLE SCOUT CANDIDATE DANIEL GREEN; (2) APPROVE THE DESIGN CONCEPT OF THE "LH" ON THE CITY HILLSIDE SOUTHERLY OF ALICIA PARKWAY; AND (3) DIRECT STAFF TO WORK WITH THE EAGLE SCOUT CANDIDATE TO FACILITATE HIS IMPLEMENTATION OF THE WORK.

1.5 PRESENTATION OF PROCLAMATION FOR "WILDFIRE AWARENESS WEEK"

RECOMMENDATION: THAT MAYOR GILBERT PRESENT TO THE ORANGE COUNTY FIRE AUTHORITY (OCFA) BATTALION CHIEF MIKE CONTRERAS A PROCLAMATION FOR "WILDFIRE AWARENESS WEEK."

2. PUBLIC COMMENTS

This is the time to address the City Council on any matter not listed on this Agenda that is within the subject matter jurisdiction of the City Council. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

3. CONSENT CALENDAR

All matters listed under "CONSENT CALENDAR" are considered to be routine and will be enacted by one motion approving the recommendation listed on the Agenda. There will be no separate discussion unless Members of the City Council or Staff request specific items be removed from the Consent Calendar.

3.1 WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA

RECOMMENDATION: THAT THE CITY COUNCIL WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA AND DECLARE THAT SAID TITLES WHICH APPEAR ON THE PUBLIC AGENDA SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED.

3.2 APPROVAL OF MINUTES FOR APRIL 14, 2015, REGULAR MEETING

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE APRIL 14, 2015, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED APRIL 28, 2015

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$931,475.44

3.4 2015 WEED ABATEMENT PROGRAM

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING WEEDS AND RUBBISH ON SPECIFIED PRIVATE PROPERTY TO BE A PUBLIC NUISANCE, COMMENCING PUBLIC PROCEEDINGS, AND SETTING A PUBLIC HEARING FOR MAY 26, 2015."

3.5 THIRD QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2014/15

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE REPORT.

3.6 CIVIC CENTER THIRD QUARTER FINANCIAL REPORT FOR FISCAL YEAR 2014/15

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE REPORT.

3.7 REJECTION OF BIDS AND AUTHORIZATION TO RE-ADVERTISE THE SOFTBALL FIELD IMPROVEMENTS PROJECT, CIP NO. 240, FOR BIDS

RECOMMENDATION: THAT THE CITY COUNCIL REJECT ALL BIDS RECEIVED, APPROVE THE REVISED PLANS AND SPECIFICATIONS, AND AUTHORIZE THE RE-ADVERTISEMENT OF THE SOFTBALL FIELD IMPROVEMENTS PROJECT, CIP NO. 240, FOR BIDS.

3.8 SUBMISSION OF AN APPLICATION FOR COVERAGE UNDER THE SAN DIEGO REGIONAL WATER QUALITY CONTROL BOARD'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FOR POLLUTANT DISCHARGES RELATING TO THE CITY'S FOURTH OF JULY FIREWORKS DISPLAY AND ADOPTION OF A CATEGORICAL EXEMPTION DETERMINING THAT THE EVENT IS EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO TITLE 14, CHAPTER 3, SECTION 15304(E) OF THE CALIFORNIA CODE OF REGULATIONS

RECOMMENDATION: THAT THE CITY COUNCIL: (1) DIRECT STAFF TO SUBMIT AN APPLICATION FOR COVERAGE UNDER THE SAN DIEGO REGIONAL WATER QUALITY CONTROL BOARD'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FOR POLLUTANT DISCHARGES RELATING TO THE CITY'S FOURTH OF JULY FIREWORKS DISPLAY; AND (2) ADOPT A CATEGORICAL EXEMPTION.

3.9 PROPOSED LEASE WITH THE BANC OF CALIFORNIA, A NATIONAL ASSOCIATION, FOR 24031 EL TORO ROAD, SUITE 100B, LAGUNA HILLS, CALIFORNIA, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE LEASE

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE LEASE WITH THE BANC OF CALIFORNIA, A NATIONAL ASSOCIATION, FOR 24031 EL TORO ROAD, SUITE 100B, LAGUNA HILLS, CALIFORNIA, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE LEASE.

3.10 AMENDMENT TO WASTE DISPOSAL AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS

RECOMMENDATION: THAT THE CITY COUNCIL: (1) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE 2009 WASTE DISPOSAL AGREEMENT WITH THE COUNTY OF ORANGE;" AND (2) AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT.

ITEMS REMOVED FROM THE CONSENT CALENDAR**4. PLANNING AGENCY****4.1 ROLL CALL OF PLANNING AGENCY MEMBERS****4.2 PUBLIC COMMENTS**

This is the time to address the Planning Agency on any matter not listed on this Agenda that is within the subject matter jurisdiction of the Planning Agency. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

4.3 APPROVAL OF MINUTES FOR APRIL 14, 2015.

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE APRIL 14, 2015, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS**4.5 PLANNING AGENCY PUBLIC HEARINGS**

- 4.5.1 CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT/ VARIANCE/ MASTER SIGN PROGRAM (CUP/SDPM/VA/MSP) NO. 10-14-3013, A REQUEST BY PM DESIGN GROUP ON BEHALF OF RAISING CANE'S TO REDEVELOP THE PROPERTY AT 23971 EL TORO ROAD IN THE VILLAGE COMMERCIAL ZONE INCLUDING DEMOLITION OF THE EXISTING SHELL STATION AND CONSTRUCTION AND OPERATION OF A NEW DRIVE-THRU RESTAURANT, AND ADOPTION OF A NEGATIVE DECLARATION

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) RESUME THE PUBLIC HEARING FOR CUP/SDPM/VA/MSP NO. 10-14-3013 WHICH WAS CONTINUED AT THE FEBRUARY 10, 2015 PLANNING AGENCY MEETING; (2) ADOPT A RESOLUTION ADOPTING A NEGATIVE DECLARATION FOR CUP/SDPM/VA/MSP NO. 10-14-3013; AND (3) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT/ SITE DEVELOPMENT PERMIT/ VARIANCE/ MASTER SIGN PROGRAM (CUP/SDPM/VA/MSP) NO. 10-14-3013, A REQUEST BY PM DESIGN GROUP ON BEHALF OF RAISING CANE'S TO REDEVELOP THE PROPERTY AT 23971 EL TORO ROAD IN THE VILLAGE COMMERCIAL ZONE INCLUDING DEMOLITION OF THE EXISTING SHELL STATION AND CONSTRUCTION AND OPERATION OF A NEW DRIVE-THRU RESTAURANT."

PLANNING AGENCY ADJOURNMENT**5. CITY COUNCIL PUBLIC HEARINGS****6. ADMINISTRATIVE REPORTS****6.1 City Clerk**

- 6.1.1 SELECTION OF CITY REPRESENTATIVES FOR SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS ANNUAL CONFERENCE AND ASSOCIATION OF CALIFORNIA CITIES-ORANGE COUNTY LEGISLATIVE AND REGULATORY COMMITTEE

RECOMMENDATION: THAT THE CITY COUNCIL CONSIDER THE SELECTION OF CITY REPRESENTATIVES FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS ANNUAL CONFERENCE AND THE ASSOCIATION OF CALIFORNIA CITIES-ORANGE COUNTY LEGISLATIVE AND REGULATORY COMMITTEE.

6.2 Deputy City Manager/Community Services

- 6.2.1. FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING AND RESTATING CHAPTER 8-04 AND SECTIONS 6-28.010, 6-28.020, 6-28.040, 11-30.010, AND 11-30.020 OF THE LAGUNA HILLS MUNICIPAL CODE RELATING TO PARK AND RECREATIONAL FACILITY USE REGULATIONS, PUBLIC DRINKING, AND UNAUTHORIZED MOTORIZED DEVICES ON PUBLIC PROPERTY; AND THE FIRST READING AND INTRODUCTION OF AN ORDINANCE ADDING A NEW CHAPTER, CHAPTER 8-10, TO THE LAGUNA HILLS MUNICIPAL CODE RELATING TO SKATEBOARD PARK REGULATIONS

RECOMMENDATION: THAT THE CITY COUNCIL: (1) INTRODUCE FOR FIRST READING, READ BY TITLE ONLY, AND WAIVE FURTHER READING, AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 8-04 OF TITLE 8 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING PARK AND RECREATIONAL FACILITY USE REGULATIONS, AMENDING SECTIONS 6-28.010, 6-28.020, AND 6-28.040 OF TITLE 6 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING PUBLIC DRINKING, AND AMENDING SECTIONS 11-30.010 AND 11-30.020 OF TITLE 11 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING UNAUTHORIZED MOTORIZED DEVICES ON PUBLIC PROPERTY;" AND (2) INTRODUCE FOR FIRST READING, READ

BY TITLE ONLY, AND WAIVE FURTHER READING, AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 8-10 TO TITLE 8 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING SKATEBOARD PARK USE REGULATIONS."

7. **MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR**
8. **CITY COUNCIL MEMBER COMMENTS**

ADJOURNMENT

The next Regular Meeting of the City Council will be May 12, 2015, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, MELISSA AU-YEUNG, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by April 24, 2015, at 5:00 PM.



MELISSA AU-YEUNG, CITY CLERK

April 24, 2015

DATE

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (949) 707-2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours.

City Council Members receive no additional compensation or stipend as a result of simultaneously convening meetings of the Laguna Hills Planning Agency.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: APRIL 28, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER**

**ISSUE: PRESENTATION FROM EAGLE SCOUT CANDIDATE DANIEL GREEN
REGARDING THE INSTALLATION OF "LH" LETTERS ON THE HILLSIDE
ACROSS FROM THE COMMUNITY CENTER**

**RECOMMENDATION: THAT THE CITY COUNCIL: (1) RECEIVE A PRESENTATION
FROM EAGLE SCOUT CANDIDATE DANIEL GREEN; (2) APPROVE THE DESIGN
CONCEPT OF THE "LH" ON THE CITY HILLSIDE SOUTHERLY OF ALICIA PARKWAY;
AND (3) DIRECT STAFF TO WORK WITH THE EAGLE SCOUT CANDIDATE TO
FACILITATE HIS IMPLEMENTATION OF THE WORK.**

SUMMARY:

A Major Plan identified in the Fiscal Year 2013/14 and 2014/15 budget is to install "LH" letters on the hill behind the Ralph's Shopping Center across from the Laguna Hills Community Center so that the letters are visible to everyone sitting at the Laguna Hills High School stadium. Staff met with Eagle Scout candidate Daniel Green on several occasions to discuss his interest in completing the project. Staff also met with Laguna Hills High School personnel to confirm that their students can assist Mr. Green with the project.

Daniel Green attended both the December 3, 2014, and February 4, 2015, Parks and Recreation Commission meetings to present his ideas on completing the project. The proposed letters will be between 55-60 feet in height and 30-35 feet in width and will consist of decorative rocks with a solid border. The Commission approved of the proposal and directed staff to forward the project to City Council for final approval. Mr. Green will be present at the City Council meeting this evening to describe and discuss his proposal for installing the letters on the hillside, to include pictures and an update on his fundraising efforts.

FISCAL IMPACT:

Estimated costs for the project are \$350 to be funded by Mr. Green. Staff estimates annual maintenance costs for the City to be between \$150 and \$250.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: APRIL 28, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: CINDY SANDS
ADMINISTRATIVE ASSISTANT**

ISSUE: PRESENTATION OF PROCLAMATION FOR "WILDFIRE AWARENESS WEEK"

RECOMMENDATION: THAT MAYOR GILBERT PRESENT TO THE ORANGE COUNTY FIRE AUTHORITY (OCFA) BATTALION CHIEF MIKE CONTRERAS A PROCLAMATION FOR "WILDFIRE AWARENESS WEEK."

SUMMARY:

The City received a request from the Orange County Fire Authority (OCFA) to issue a proclamation declaring May 3-9, 2015, as "Wildfire Awareness Week." Staff is recommending that the City Council issue the proclamation to be presented to OCFA Battalion Chief Mike Contreras at the April 28, 2015, City Council meeting.

ATTACHMENTS:

- "Wildfire Awareness Week" Proclamation

PROCLAMATION

WILDFIRE AWARENESS WEEK

May 3 - May 9, 2015

WHEREAS, California is in a "Drought State of Emergency," and Orange County's long, hot, and dry months without adequate rainfall make our wildland areas vulnerable to severe wildfire conditions; and

WHEREAS, Orange County is currently experiencing low humidity and dry periods, which has made the brush extremely dry and flammable, creating ongoing dangerous fire conditions; and

WHEREAS, this year's "Wildfire Awareness Week" theme of, "Ready, Set, Go!," emphasizes the importance of hardening your home with fire resistant building materials, ensuring homeowners know it is their responsibility to maintain 100-feet of defensible space, and to be prepared with emergency supplies and evacuation routes as some of the most important ways to protect families and homes from wildfires; and

WHEREAS, all Californians who live, work and recreate in our state's wildland areas must recognize the high risk of wildfire, and should make every effort to be fire safe and take all precautions to protect themselves, their property, their community, and our natural resources; and

WHEREAS, "Wildfire Awareness Week" is a valuable opportunity for California's fire agencies, our partners, and our communities to reduce the risk of wildfire and increase public safety and environmental health; and

WHEREAS, Governor Jerry Brown and the California Office of Emergency Services designate the first full week of May as "Wildfire Awareness Week" throughout the state.

NOW, THEREFORE, I, Dore J. Gilbert, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby proclaim May 3 - May 9, 2015, as "Wildfire Awareness Week" in Laguna Hills.

Dated this 28th day of April 2015.

DORE J. GILBERT, M.D., MAYOR

4/28/2015 ITEM NO. 1.5

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
APRIL 14, 2015**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

Mayor Gilbert called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:03 p.m. in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: Mayor Pro Tempore Kogerman

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Mayor Gilbert, Mayor Pro Tempore Kogerman, Council Member Blount, Council Member Carruth, Council Member Sedgwick

CLOSED SESSION REPORT

There was no closed session report.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON MATTHEW SHULMAN.

Mayor Gilbert took Items No. 1.3, No. 1.4, and No.1.5 out of order on the agenda.

**1.3 CERTIFICATE OF RECOGNITION, LAGUNA HILLS AYSO REGION 1422
2015 BOYS U-12 ALL-STAR TEAM**

MAYOR GILBERT PRESENTED CERTIFICATES OF RECOGNITION TO THE LAGUNA HILLS AYSO REGION 1422 2015 BOYS U-12 ALL-STAR TEAM.

1.4 TWENTY YEAR ANNIVERSARY AWARD

MAYOR GILBERT AND CITY MANAGER CHANNING RECOGNIZED SANDRA MOGAN, DEPUTY CITY CLERK, FOR TWENTY YEARS OF

SERVICE TO THE CITY OF LAGUNA HILLS AND PRESENTED MS. MOGAN WITH A CERTIFICATE OF RECOGNITION AND GIFT.

1.5 RECOGNITION OF SANDRA MOGAN ON THE OCCASION OF HER RETIREMENT

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2015-04-14-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, RECOGNIZING SANDRA MOGAN FOR HER SERVICE TO THE CITY, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE KOGERMAN.
APPROVED BY A VOTE OF 5-0.

1.2 LAGUNA HILLS 3/5 MARINE SUPPORT COMMITTEE

THE CITY COUNCIL RECEIVED AN UPDATE FROM CHAIR KAREN ROBBINS, ON THE 3/5 DARK HORSE COMMITTEE. OWEN LITFIN AND MIKE BLAND PRESENTED AN ORAL REPORT AND POWERPOINT PRESENTATION ON THE DARK HORSE AJAX CHALLENGE.

2. PUBLIC COMMENTS

OFFICE OF CONGRESSWOMAN MIMI WALTERS

Ben Rejniak, from the office of Congresswoman Mimi Walters, introduced himself to City Council.

3. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, WITH COUNCIL MEMBER BLOUNT REMOVING ITEM 3.3, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE KOGERMAN.
APPROVED BY A VOTE OF 5-0.

3.1 WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA

THE CITY COUNCIL WAIVED READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA AND DECLARED THAT SAID TITLES WHICH APPEAR ON THE PUBLIC AGENDA SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED.

3.2 APPROVAL OF MINUTES FOR MARCH 24, 2015, REGULAR MEETING

THE CITY COUNCIL APPROVED THE MINUTES OF THE MARCH 24, 2015, REGULAR MEETING.

- 3.4 PROGRESS PAYMENT NO. 16 FOR LA PAZ OPEN SPACE PROJECT, CIP NO. 615A

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 16, IN THE NET AMOUNT OF \$1,425.00, TO ENVIRONMENTAL CONSTRUCTION, INC., FOR LA PAZ OPEN SPACE IMPROVEMENTS, CIP NO. 615A.

- 3.5 AWARD OF CONTRACT FOR THE STOCKPORT PARK IMPROVEMENTS, CIP NO. 239B

THE CITY COUNCIL AWARDED THE BASE BID CONTRACT FOR THE STOCKPORT PARK IMPROVEMENTS, CIP NO. 239B, TO HONDO COMPANY, INC., IN THE LOW BID AMOUNT OF \$255,171.00 AND AWARDED ALTERNATE BID "B" IN THE BID AMOUNT OF \$8,453.00, FOR A TOTAL CONTRACT AWARD OF \$263,624.00 AND REJECTED ALL OTHER BIDS.

- 3.6 REGISTRATION FEE FOR MARINES AND MARINE FAMILY MEMBERS PARTICIPATING IN THE CITY OF LAGUNA HILLS MEMORIAL DAY HALF MARATHON, 5K, AND 10K, HONORING THE UNITED STATES MARINE CORPS DARK HORSE BATTALION RACE EVENT.

THE CITY COUNCIL WAIVED THE FEES FOR TWENTY-FIVE (25) MARINES PARTICIPATING IN THE MEMORIAL DAY EVENT, AND ANY OTHER ACTIVE MARINE OR MARINE FAMILY MEMBER IN ADDITION TO THE 25 COMPLIMENTARY PARTICIPANTS WILL ONLY BE CHARGED THE FEES TO SUPPLY A T-SHIRT, MEDAL, TIMING CHIP, BIB, AND FINISH LINE FOOD AS OUTLINED IN THE STAFF REPORT. THIS APPLIES TO ONLY RACE REGISTRATIONS THAT ARE HANDLED BY THE 3/5 MARINE BATTALION SUPPORT COMMITTEE.

ITEMS REMOVED FROM THE CONSENT CALENDAR

- 3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED APRIL 14, 2015

Council Member Blount asked for clarification on this item. City Manager Channing stated that the fireworks display will last approximately 18 minutes and stated that the City is not authorizing payment for a back-up display.

**THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$312,572.69, BY M/COUNCIL MEMBER SEDGWICK, S/COUNCIL MEMBER BLOUNT.
APPROVED BY A VOTE OF 5-0.**

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council Meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:37 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Gilbert, Vice Chair Kogerman, Agency Member Blount, Agency Member Carruth, and Agency Member Sedgwick.

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR MARCH 24, 2015.

**THE PLANNING AGENCY APPROVED THE MINUTES OF THE MARCH 24, 2015, REGULAR MEETING, BY M/AGENCY MEMBER CARRUTH, S/VICE CHAIR KOGERMAN.
APPROVED BY A VOTE OF 5-0.**

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Gilbert reconvened the City Council Meeting at 7:38 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1 City Clerk

**6.1.1 UNSCHEDULED COMMISSION VACANCY - RICK FRAZIER,
TRAFFIC COMMISSION - LETTER OF RESIGNATION**

THE CITY COUNCIL: (1) ACCEPTED THE RESIGNATION OF RICK FRAZIER, TRAFFIC COMMISSIONER, EFFECTIVE APRIL 14, 2015; (2) SELECTED ALTERNATIVE 2 WITH THE EXPEDITED APPLICATION PERIOD; AND (3) DIRECTED STAFF TO PROCEED WITH THE APPOINTMENT PROCESS TO FILL THE UNSCHEDULED VACANCY ON THE TRAFFIC COMMISSION, PER GOVERNMENT CODE SECTION 54974, AND LAGUNA HILLS MUNICIPAL CODE SECTION 2-28.080, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE KOGERMAN.

APPROVED BY A VOTE OF 5-0.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR

7.1 COUNCIL MEMBER SEDGWICK

7.1.1 AB 1217 - COMPOSITION OF OCFA BOARD OF DIRECTORS

Stephen Wontrobski, a resident of Mission Viejo, spoke in opposition to AB 1217 and presented Council with a copy of two letters he sent to the OCFA voicing his opposition.

**THE CITY COUNCIL OPPOSED AB 1217 AND DIRECTED ST AFF TO SEND LETTERS OF OPPOSITION TO ALL APPROPRIATE PARTIES, BY M/COUNCIL MEMBER BLOUNT, S/COUNCIL MEMBER CARRUTH.
APPROVED BY A VOTE OF 5-0.**

8. CITY COUNCIL MEMBER COMMENTS

COUNCIL MEMBER CARRUTH

Council Member Carruth reported on her attendance at the Laguna Village Owners Association 40th Anniversary. Council Member Carruth also reported on her attendance at the Ted F. Martin Tertiary Treatment Plant Dedication ceremony and the ACC-OC Installation of the Board of Directors.

MAYOR PRO TEMPORE KOGERMAN

Mayor Pro Tempore Kogerman reported on her attendance at the Installation of the ACC-OC 2015-2016 Board of Directors honoring the incoming President, Al Murray, Tustin City Council Member. Mayor Pro Tempore Kogerman is serving on the Board of Directors as a representative for the 5th District. Mayor Pro Tempore Kogerman also discussed her attendance at the Ted F. Martin Tertiary Treatment Plant Dedication ceremony and presented the Council with five-minute shower timers distributed by the El Toro Water District.

Mayor Pro Tempore Kogerman reported that she is the Region 13 representative to the Orange County Council of Governments (OCCOG) and, therefore, on the Regional Council for the Southern California Association of Governments (SCAG). Mayor Pro Tempore Kogerman asked if one of the Council Members would be interested in representing the City at the upcoming SCAG 2015 Regional Conference and General Assembly in Palm Desert on May 7 – May 8, 2015. Mayor Pro Tempore Kogerman is attending as a representative of SCAG.

MAYOR GILBERT

Mayor Gilbert stated that he had received an email from Lacy Kelly inquiring as to who the City's appointment is to the ACC-OC Legislative and Regulatory Committee. Mayor Gilbert inquired as to who would like to participate on that committee and stated he would agendaize this item for the next meeting.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Gilbert adjourned the City Council Meeting at 8:00 p.m.

MELISSA AU-YEUNG, CITY CLERK

ATTEST:

DORE J. GILBERT, M.D., MAYOR

APPROVED AT MEETING OF APRIL 28, 2015.



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: APRIL 28, 2015
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
APRIL 28, 2015.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$931,475.44.

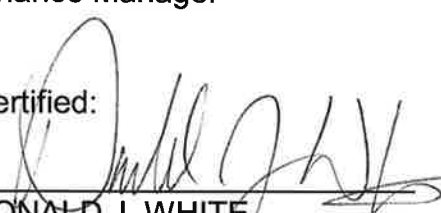
SUMMARY:

In accordance with Government Code Section 37202, the attached Warrant Register reflects the disbursements of the City of Laguna Hills for the period reported thereon. The Assistant City Manager certifies and attests to its accuracy and the availability of funds for the payment thereof. These warrants are hereby submitted to the City Council for approval of payment.

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

4-20-15
DATE

FISCAL IMPACT:

The warrant register total is \$931,475.44.

ATTACHMENTS:

1. Warrant Register

Check Register Report

Warrant Register 04/28/15

Date: 04/16/2015

Time: 2:29 pm

Page: 1

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8808960	04/06/2015	Printed		C-1007	LAW ENFORCEMENT	Law Enforcement Svcs, Apr '15	593,992.68
8808961	04/09/2015	Printed		A-0277	ALICEA, MIA	Contract Inst Svcs., Dance	15,844.50
8808962	04/09/2015	Printed		A-0331	AT&T MOBILITY	Wireless Service, Apr '15	62.54
8808963	04/09/2015	Printed		B-0276	BANK OF AMERICA	Departmental Expenditure Mar	11,698.14
8808964	04/09/2015	Printed		C-1168	CAPITAL ONE COMMERCIAL	Program Supplies, CS, Feb '15	51.23
8808965	04/09/2015	Printed		C-0023	COX COMMUNICATION	WiFi Svcs, CH, Apr '15	130.00
8808966	04/09/2015	Printed		E-0504	EL TORO WATER DISTRICT	Water Usage, Parks, Feb '15	7,727.74
8808967	04/09/2015	Printed		M-1388	MOBILE MINI, INC.	Storage Rental, CC, 3/31-4/27	83.16
8808968	04/09/2015	Printed		M-1302	MOULTON NIGUEL WATER DISTRICT	Water Usage, CC, Parks, Feb-Mar	8,488.04
8808969	04/09/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, CPMA Fees, CR# 48271	2,030.00
8808970	04/09/2015	Printed		R-1964	REFUND, COMMUNITY DEV FEES	Refund, SDPA Fees, CR# 49686	406.25
8808971	04/09/2015	Printed		S-1902	SAN DIEGO GAS & ELECTRIC	ST Lites, Mar '15	13,906.55
8808972	04/09/2015	Printed		S-1949	SMART & FINAL	Office Supplies, City Hall, Mar	71.63
8808973	04/09/2015	Printed		V-2249	US BANK VOYAGER FLEET SYS	Vehicle Fuel, Mar '15	1,702.87
8808974	04/16/2015	Printed		A-0254	A. C. LANDSCAPE, INC.	Irrigation Repairs, Apr '15	2,503.50
8808975	04/16/2015	Printed		A-0138	ALL CITY MANAGEMENT, INC.	Crossing Guard Svc, 3/15-3/28	3,693.60
8808976	04/16/2015	Printed		A-0359	ANDERSON PENNA PARTNERS, INC.	Inspection Services, Mar '15	11,732.50
8808977	04/16/2015	Printed		B-0411	BUCKNAM & ASSOCIATES, INC.	Update Pavement Mgmt System	2,788.76
8808978	04/16/2015	Printed		C-0412	C&D ELECTRIC, INC.	Lighting Repairs, Parks, Apr	3,033.12
8808979	04/16/2015	Printed		C-1178	C2 IMAGING	Printing, Engineer. & CIP# 239	230.82
8808980	04/16/2015	Printed		C-1133	CALIFORNIA YELLOW CAB	Senior Mobility Program, Mar	2,164.00
8808981	04/16/2015	Printed		C-0408	CARL WARREN & COMPANY	Processing Fee, Sml Claims Mar	2,470.44
8808982	04/16/2015	Printed		C-1154	CARRINO, MARGARET	Paleontologist Services, Mar	187.50
8808983	04/16/2015	Printed		C-1022	CDW GOVERNMENT, INC.	Server Antivirus	340.00
8808984	04/16/2015	Printed		C-1144	CHARLES ABBOTT ASSOCIATES, INC	Road Maintenance, Mar '15	19,728.52
8808985	04/16/2015	Printed		C-1139	COMPLETE OFFICE OF CALIFORNIA	Comp Office&Operating Supplies	714.43
8808986	04/16/2015	Printed		C-1176	COMPUTER SERVICE CO.	Traffic Signal Maint., Mar '15	4,667.75
8808987	04/16/2015	Printed		C-0023	COX COMMUNICATION	WiFi, CC & Signal System, Apr	309.00
8808988	04/16/2015	Printed		C-1146	CYBERSOURCE CORPORATION	Gateway Expense, Mar '15	29.00
8808989	04/16/2015	Printed		D-0453	DEPARTMENT OF CONSERVATION	Remittance, SMIP Fee, Jan-Mar	1,276.03
8808990	04/16/2015	Printed		D-0552	DUNBAR ARMORED, INC.	Courier Fee, Armored Trans, Apr	123.57
8808991	04/16/2015	Printed		E-0595	ECLIPSE MESSENGER SERVICE, INC	Delivery Service, Mar '15	23.92
8808992	04/16/2015	Printed		G-0818	GILROY, MATT	Mileage Reimb., CS, Mar '15	7.91
8808993	04/16/2015	Printed		G-0844	GREEN MART, INC.	Operating Supplies, Parks, Apr	1,026.00
8808994	04/16/2015	Printed		H-0955	HR GREEN CALIFORNIA, INC.	Professional Svcs, CIP # 101	3,856.72
8808995	04/16/2015	Printed		I-0960	IRV SEAVER MOTORCYCLES	Motorcycle Maint, PS, Mar '15	1,511.51
8808996	04/16/2015	Printed		I-0942	IRVINE RANCH WATER DISTRICT	Water Usage, Parks, Mar '15	106.48
8808997	04/16/2015	Printed		J-1080	J & S CONSTRUCTION	Maintenance, Wayfinding Signs	2,625.00
8808998	04/16/2015	Printed		J-1057	JAMEY CLARK, INC.	Graffiti Removal & Park Repair	2,038.01
8808999	04/16/2015	Printed		J-1052	JAVED, HUMZA	Mileage Reimb., Pub Wks, Mar	11.87
8809000	04/16/2015	Printed		C-1007	LAW ENFORCEMENT	Comm 800MHz Allocation, 4th Qtr	2,501.00
8809001	04/16/2015	Printed		M-1529	MERCURY DISPOSAL SYSTEM, INC.	Battery & Lightbulb Recycle	124.81
8809002	04/16/2015	Printed		M-1515	MONACH, KIMBERLYN	Consult Public Art, Oakbrook	2,610.00
8809003	04/16/2015	Printed		N-1474	NIEVES LANDSCAPE, INC.	Landscape Maintenance, Apr	74,238.05
8809004	04/16/2015	Printed		O-1546	OFFICE SOLUTIONS	Office/Operating Supplies, Apr	607.27
8809005	04/16/2015	Printed		O-1575	ORANGE COUNTY REGISTER-FREEDOM	Legal Advertising, Mar '15	1,620.19
8809006	04/16/2015	Printed		P-1824	PACKET FUSION, INC.	Maintenance, Phone System	187.50
8809007	04/16/2015	Printed		P-1811	PROMOTIONS TEES & MORE	Operating Supplies, PS, Apr	370.19
8809008	04/16/2015	Printed		Q-1707	QUEST DIAGNOSTICS	Pre-employment Drug Testing	56.61
8809009	04/16/2015	Printed		R-1830	RALPHS GROCERY COMPANY	Program Supplies, CS, Mar '15	70.06
8809010	04/16/2015	Printed		R-1934	RENEGADE RACING	Event Mgmt Svcs, 1/2 Marathon	6,000.00
8809011	04/16/2015	Printed		R-1813	RPW SERVICES, INC.	Rodent & Insect Control, Mar	2,260.00

Check Register Report

Warrant Register 04/28/15

Date: 04/16/2015

Time: 2:29 pm

Page: 2

CITY OF LAGUNA HILLS

BANK: UNION BANK- GENERAL

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK- GENERAL Checks							
8809012	04/16/2015	Printed		S-1935	SAN JOAQUIN HILLS TRANSPORT	Remit, Trans Corridor Fees, Mar	22,275.00
8809013	04/16/2015	Printed		S-2194	SECURE LIVE SCAN	Pre-employment Fingerprinting	40.00
8809014	04/16/2015	Printed		S-2253	SOCAL OFFICE TECHNOLOGIES-LEAS	Lease-Copier, CC, Apr '15	965.73
8809015	04/16/2015	Printed		S-2216	SOUTH COAST WATERS	Fac Maint, Water Feature, Apr	475.00
8809016	04/16/2015	Printed		S-1904	SOUTHERN CALIFORNIA EDISON	ST Lites, TC, Mar '15	9,968.94
8809017	04/16/2015	Printed		S-1980	STATE DEPARTMENT OF JUSTICE	Pre-employment Fingerprinting	64.00
8809018	04/16/2015	Printed		S-2201	SUNSET PROPERTY SERVICES	Street Sweeping, Mar '15	11,090.33
8809019	04/16/2015	Printed		C-1001	TRAFFIC SIGNAL MAINTENANCE	Traffic Signal Maint, May '14	36,433.30
8809020	04/16/2015	Printed		V-2224	VERIZON WIRELESS	Communication Expense, Mar '15	882.63
8809021	04/16/2015	Printed		V-2251	VIZUAL SYMPHONY, INC.	Professional Services, CIP#513	15,899.50
8809022	04/16/2015	Printed		W-2337	WEST COAST ARBORISTS, INC.	Tree Trimming, Mar '15	396.00
8809023	04/16/2015	Printed		W-2302	WEST PUBLISHING CORPORATION	Subscription, City Clk, Mar	193.67
8809024	04/16/2015	Printed		W-2377	WILLDAN	Professional Svcs, CIP # 101	17,800.00
8809025	04/16/2015	Printed		X-2400	XEROX CORPORATION	Copier Usage, Mar '15	950.37

Total Checks: 66

Checks Total (excluding void checks):

931,475.44

Total Payments: 66

Bank Total (excluding void checks):

931,475.44

Total Payments: 66

Grand Total (excluding void checks):

931,475.44



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: APRIL 28, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFELD, P.E.
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: 2015 WEED ABATEMENT PROGRAM

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING WEEDS AND RUBBISH ON SPECIFIED PRIVATE PROPERTY TO BE A PUBLIC NUISANCE, COMMENCING PUBLIC PROCEEDINGS, AND SETTING A PUBLIC HEARING FOR MAY 26, 2015."

SUMMARY:

The Public Services Department requests that the City Council adopt a Resolution to formally initiate the annual Weed Abatement Program.

BACKGROUND:

Annually, in accordance with Government Code Section 39560, et seq., the City initiates a Weed Abatement Program to control noxious or dangerous weeds for health and safety purposes and for management of fire hazards. The Weed Abatement Program procedures include the following general activities:

March 2015	Inspect properties for potential weed abatement
April 28, 2015	Adopt a Resolution declaring weeds to be a nuisance and declaring intent to abate weeds
April 30, 2015	Mail notices to property owners of abatement requirements and scheduled Public Hearing
May 26, 2015	Hold Public Hearing and adopt Resolution of abatement order
June 17, 2015	Initiate City weed abatement for non-compliant private properties
July 02, 2015	Send notice to property owners of abatement costs and scheduled Public Hearing
July 14, 2015	Hold Public Hearing on assessment of weed abatement costs
July 22, 2015	Submit costs to County Assessor's office

The attached Resolution initiates the Weed Abatement Program and authorizes the Public Services Department to send notices to property owners advising them to remove any public nuisance (weeds and rubbish among other things) that, when dry, become a fire hazard. Property owners are advised that they have 30 days to comply with cleaning their property and that they may state their objections to the Weed Abatement Notice before the City Council at a Public Hearing to be held on May 26, 2015.

The attached notice will be sent to over 500 properties. The notice includes language as required by Government Code Section 39566. To soften this language, staff will also enclose an informational letter. In the past, property owners have appropriately responded to the notices to abate weeds. Last year, City contractors did not have to perform weed abatement on any private parcels.

The Weed Abatement work is performed on a contract basis, and a five-year contract is currently out to bid. It is anticipated the contract will be awarded on May 12, 2015.

FISCAL IMPACT:

This work program will cost the City about \$40,000. Some of these costs may be recovered as an assessment upon the private parcels requiring abatement (if any), and the balance relates to the annual clearing of City-owned properties.

ATTACHMENTS:

- Resolution
- Weed Abatement List
- Weed Abatement Package

RESOLUTION NO. 2015-04-28-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING WEEDS AND RUBBISH ON SPECIFIED PRIVATE PROPERTY TO BE A PUBLIC NUISANCE, COMMENCING PUBLIC PROCEEDINGS, AND SETTING A PUBLIC HEARING FOR MAY 26, 2015

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DELCARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. Pursuant to Government Code Section 39560 et seq., weeds growing upon or in front of, and that rubbish, refuse and dirt upon or in front of certain parcels of land described in the 2015 Weed Abatement List, which is attached hereto and is incorporated herein by this reference, constitute a public nuisance.

SECTION 2. If the public nuisance is not abated and removed by the owner(s) of the parcels of land identified and described in the attached 2015 Weed Abatement List, it is the intention of the City Council of the City of Laguna Hills to have such nuisances abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code Section 39560 et seq., in which case the cost of such removal shall be assessed upon the parcel and lands from which or in front of which such weeds, rubbish, refuse and/or dirt are removed and that upon confirmation such cost will constitute a lien upon such parcel or lands until paid.

SECTION 3. The weeds growing upon or in front of those certain parcels of land identified and described in the attached 2015 Weed Abatement List are seasonal and recurrent nuisances within the meaning of Government Code Section 39562.1 and, as such, upon the second and any subsequent occurrence of such nuisance on the same parcel or parcels within the same calendar year, no further public hearings shall be held.

SECTION 4. The Director of Public Services/City Engineer of the City of Laguna Hills is hereby designated as the Public Officer to perform the abatement duties imposed by Government Code Section 39560 et seq.

SECTION 5. The City Clerk is hereby directed, pursuant to Government Code Section 39567.1, to mail written notice of the proposed abatement to all persons owning property identified and described in the attached 2015 Weed Abatement List. The City Clerk shall cause such written notice to be mailed to each person to whom such described property is assessed in the last equalized assessment roll available on the date this resolution is adopted by the City Council. Such notices shall be mailed by the City Clerk at least five (5) days prior to the time for hearing objections by the City Council. The notices mailed by the City Clerk shall be substantially in the form provided by Government Code Section 39566.

SECTION 6. A public hearing concerning proposed abatement, which shall be conducted by the City Council, is hereby set for 7:00 p.m., or as soon thereafter as is

practicable, on Tuesday May 26, 2015, in the City Hall Council Chambers located at 24035 El Toro Road, Laguna Hills, California. At such time, the City Council shall hear and consider all objections, if any, to the proposed removal of weeds, rubbish, refuse, and/or dirt. By motion or resolution at the conclusion of the public hearing, the City Council shall allow or overrule any objections. At that time, the City Council shall acquire jurisdiction to have City authorities proceed and perform the work of removal, pursuant to Government Code Section 39569, and shall issue an abatement order, which decision shall be final.

SECTION 7. A copy of this Resolution shall be kept on file with the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 28th day of April 2015.

DORE J. GILBERT, M.D., MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2015-04-28-x adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 28th day of April 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

2015 WEED ABATMENT LIST

Page 1

APN	LOT SIZE	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP	ATTENTION	LOT SIZE
588-121-01		LAGUNA VILLAGE HOA	LAGUNA VILLAGE HOA	970 CALLE AMANECER	SAN CLEMENTE	CA	92673	ATTN: JULIANA DICKENSEN	
588-141-07		MILL CREEK DR 23092	NEW VISTA SCHOOL	23092 MILL CREEK DRIVE	LAGUNA HILLS	CA	92653		E
616-221-02		MOULTON PKWY 23601	MOULTON PLAZA LLC	26076 GETTY DRIVE SUITE A	LAGUNA NIGUEL	CA	92677		
616-232-25		ANCONA 22671	ASHRAF ASHRAFIA	22671 ANCONA	LAGUNA HILLS	CA	92653		A
616-232-27		ANCONA 22685	RICHARD CARUVANA	22685 ANCONA	LAGUNA HILLS	CA	92653		A
616-232-28		ANCONA 22691	ORLANDO DELFIN	22691 ANCONA	LAGUNA HILLS	CA	92653		A
616-241-16		CATANIA 22591	EDWARD KRAUS	22591 CATANIA	LAGUNA HILLS	CA	92653		A
616-263-01		TERNI 22251	SHERYL MC DONALD	22251 TERNI	LAGUNA HILLS	CA	92653		A
616-263-02		TERNI 22241	PAUL P LEW JR	P.O. BOX 2944	LAGUNA HILLS	CA	92654		A
616-263-03		TERNI 22231	LEONARD J LEPERA	3582 S. MALL ST	IRVINE	CA	92606		A
616-263-04		TERNI 22221	MARY ANN TANGLAO	22221 TERNI	LAGUNA HILLS	CA	92653		A
616-263-05		TERNI 22211	STEPHEN N SUKHOV	22211 TERNI	LAGUNA HILLS	CA	92653		A
616-263-06		TERNI 22201	MARIBEL BISHOP	22201 TERNI	LAGUNA HILLS	CA	92653		A
616-263-07		TERNI 22202	CONNIE MAGNUSEN	22202 TERNI	LAGUNA HILLS	CA	92653		A
616-263-08		TERNI 22212	JOHN STEIN	22212 TERNI	LAGUNA HILLS	CA	92653		A
616-263-09		TERNI 22222	DESIREE OLASCOAGA	22222 TERNI	LAGUNA HILLS	CA	92653		A
616-272-12		ADAMO 22192	JAIME SANTOS	7766 VALE DRIVE	WHITTIER	CA	90602		A
616-272-14		ADAMO 22212	CHARLES OLTMAN I I	22212 ADAMO	LAGUNA HILLS	CA	92653		A
616-272-15		ADAMO 22222	DONNY TURINGAN	22222 ADAMO	LAGUNA HILLS	CA	92653		A
616-272-21		ADAMO 22252	DAVID SWETS	22252 ADAMO	LAGUNA HILLS	CA	92653		A
616-272-22		SORESINA 23732	MARIA MOERCK	23732 SORESINA	LAGUNA HILLS	CA	92653		A
616-272-23		SORESINA 23736	GABRIELE MILLER	23736 SORESINA	LAGUNA HILLS	CA	92653		A
616-272-24		SORESINA 23718	CRESENCIA ARTHUR	5112 MINNEOLA DRIVE	FALLBROOK	CA	92028		A
616-291-13		LOMBARDI 22432	GREGORY KENDRICK	22432 LOMBARDI	LAGUNA HILLS	CA	92653		A
620-032-41		25200 LA PAZ ROAD	LA PAZ OFFICE PLAZA LLC	259 S RANDOLPH AVE 140	BREA	CA	92821		
620-044-03	B = 7,501 - 15,000 SQ. FT.	GRISSOM 25022	RAYMOND C SANDSTROM	P.O. BOX 41088	LONG BEACH	CA	90853		B
620-044-04	B = 7,501 - 15,000 SQ. FT.	GRISSOM 25032	SHI-HU CHOU	25032 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-044-05	B = 7,501 - 15,000 SQ. FT.	GRISSOM 25052	DAN PAUL DURGHINESCU	25052 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-044-07	B = 7,501 - 15,000 SQ. FT.	GRISSOM 25082	ARIE W DOELITZSCH	25082 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-044-08	B = 7,501 - 15,000 SQ. FT.	GRISSOM 25092	DANIEL J COOPER	25092 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-054-02	B = 7,501 - 15,000 SQ. FT.	BARENTS 25101	ARMIDA NUNEZ	25101 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-054-03	B = 7,501 - 15,000 SQ. FT.	BARENTS 25111	BEHJAT MAHDAVI	25111 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-054-04	B = 7,501 - 15,000 SQ. FT.	BARENTS 25121	MUZAFFAR SIDDIQI	22 NEBRASKA	IRVINE	CA	92606		B
620-054-05	A = 0001 - 7,500 SQ. FT.	BARENTS 25131	JOHN SHEN	3314 MEADOWRIDGE RD	ORANGE	CA	92687		A
620-054-06	B = 7,501 - 15,000 SQ. FT.	BARENTS 25141	TRANSCEND INVESTMENT LLC	23232 PERALTA DR 220	LAGUNA HILLS	CA	92653		B
620-054-08	B = 7,501 - 15,000 SQ. FT.	BARENTS 25161	MANFRED KUNZE	25161 BARENTS	LAGUNA HILLS	CA	92653		B
620-054-09	B = 7,501 - 15,000 SQ. FT.	BARENTS 25171	MELINA CUNROD	25171 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-064-04	A = 0001 - 7,500 SQ. FT.	VESPUCCI 25151	JOAN VIGLIONE	25151 VESPUCCI	LAGUNA HILLS	CA	92653		A
620-064-05	A = 0001 - 7,500 SQ. FT.	VESPUCCI 25161	JAMES DEICHMANN	25161 VESPUCCI	LAGUNA HILLS	CA	92653		A
620-064-09	A = 0001 - 7,500 SQ. FT.	VESPUCCI 25201	STEVEN PAUL BOUY	25201 VESPUCCI	LAGUNA HILLS	CA	92653		A
620-064-12	A = 0001 - 7,500 SQ. FT.	VESPUCCI 25251	CHRIS BABAKITIS	25251 VESPUCCI	LAGUNA HILLS	CA	92653		A
620-083-10		GRISSOM RD 25272	JOHN L. KESSLER	25272 GRISSOM ROAD	LAGUNA HILLS	CA	92653		
620-142-09	B = 7,501 - 15,000 SQ. FT.	GRISSOM 25732	RYAN YOSHIO TAKAYAMA	25732 GRISSOM	LAGUNA HILLS	CA	92653		
620-142-10	B = 7,501 - 15,000 SQ. FT.	GRISSOM 25742	MARITZA ALVAREZ	25742 GRISSOM	LAGUNA HILLS	CA	92653		
620-142-11	B = 7,501 - 15,000 SQ. FT.	GRISSOM 25752	DANNY GIBSON	25752 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-191-07	A = 0001 - 7,500 SQ. FT.	LA SUEN 25002	SUSANA LUNA	2538 E. GELID AVENUE	ANAHEIM	CA	92806		A
620-191-08	A = 0001 - 7,500 SQ. FT.	LA SUEN 25012	NANCY LE GAULT	24702 LADERA DRIVE	MISSION VIEJO	CA	92691		
620-191-09	A = 0001 - 7,500 SQ. FT.	LA SUEN 25022	EMILY REAGAN	25022 LA SUEN	LAGUNA HILLS	CA	92653		
620-191-10	A = 0001 - 7,500 SQ. FT.	LA SUEN 25032	SANGALANG AMELIA	25032 LA SUEN	LAGUNA HILLS	CA	92653		B
620-191-27	B = 7,501 - 15,000 SQ. FT.	LA SUEN 25182	DEAN HENDERSON	25182 LA SUEN	LAGUNA HILLS	CA	92653		
620-191-28	B = 7,501 - 15,000 SQ. FT.	PIKE ROAD 25186	WILLIAM ESPARZA	25186 PIKE ROAD	LAGUNA HILLS	CA	92653		
620-241-04		ALICIA PKWY 25401	K&M ROYAL GROUP LLC	1281 PEACOCK HILL DRIVE	SANTA ANA	CA	92705		A
620-251-02		STOCKPORT APARTMENTS	MISSION HILLS INVESTMENT CO #2	949 S. COAST DRIVE, SUITE 600	COSTA MESA	CA	92626		A
620-282-40	B = 7,501 - 15,000 SQ. FT.	TREE TOP 25962	ROBERT BUSTAMANTE	25962 TREE TOP ROAD	LAGUNA HILLS	CA	92653		A
620-282-42	A = 0001 - 7,500 SQ. FT.	TREE TOP 25942	SANG VAN NGUYEN	15911 LAVA WAY	WESTMINSTER	CA	92683		A
620-282-44	A = 0001 - 7,500 SQ. FT.	TREE TOP 25922	KATHERINE FURLAN	25922 TREE TOP ROAD	LAGUNA HILLS	CA	92653		A
620-282-45	A = 0001 - 7,500 SQ. FT.	TREE TOP 25912	PHAN JOHN VAN	25912 TREE TOP ROAD	LAGUNA HILLS	CA	92653		A
620-283-18		TREE TOP 25802	PATRICK SUZUKIDA	25802 TREE TOP	LAGUNA HILLS	CA	92653		
620-283-19	A = 0001 - 7,500 SQ. FT.	TREE TOP 25812	TONY DELGADO	25812 TREE TOP	LAGUNA HILLS	CA	92653		A
620-283-20	A = 0001 - 7,500 SQ. FT.	TREE TOP 25822	ROGEL GALANG	27492 COUNTRY LANE ROAD	LAGUNA NIGUEL	CA	92677		
620-283-21	A = 0001 - 7,500 SQ. FT.	TREE TOP 25832	EDWARD SILVA	25832 TREE TOP ROAD	LAGUNA HILLS	CA	92653		B
620-283-22	A = 0001 - 7,500 SQ. FT.	TREE TOP 25842	ELLEN R. WAKEFIELD	25842 TREE TOP ROAD	LAGUNA HILLS	CA	92653		B
620-283-27	A = 0001 - 7,500 SQ. FT.	TREE TOP 25892	KATHY CORNETT	25892 TREE TOP ROAD	LAGUNA HILLS	CA	92653		B
620-372-13	B = 7,501 - 15,000 SQ. FT.	GRISSOM 24886	PAMELA PEREZ	24886 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-372-15	B = 7,501 - 15,000 SQ. FT.	GRISSOM 24872	CHAU QUY TRAN	24872 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-372-16	B = 7,501 - 15,000 SQ. FT.	GRISSOM 24862	RAYMOND PHUA	24862 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-372-20	B = 7,501 - 15,000 SQ. FT.	GRISSOM 24802	HAGOP JACK BALTAYAN	24802 GRISSOM ROAD	LAGUNA HILLS	CA	92653		C
620-372-23	B = 7,501 - 15,000 SQ. FT.	GRISSOM 24772	RENE JIMENEZ	24772 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-372-24	B = 7,501 - 15,000 SQ. FT.	GRISSOM 24762	YA - ING LIN	10106 ANDY REESE CT.	GARDEN GROVE	CA	92843		B
620-372-25	B = 7,501 - 15,000 SQ. FT.	GRISSOM 24752	CRAIG TALBOT	24752 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-372-26	C = 15,001 - 30,000 SQ. FT.	BARENTS 25485	JOSEPH CASTRO	25485 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-372-30	B = 7,501 - 15,000 SQ. FT.	BARENTS 25451	MAX WIENER	25451 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-372-33	B = 7,501 - 15,000 SQ. FT.	BARENTS 25421	SETH KELMAN	25421 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-372-34	B = 7,501 - 15,000 SQ. FT.	BARENTS 25411	ISAAC GIRYAN	24050 ALISO CREEK RD	LAGUNA NIGUEL	CA	92677		B
620-372-35	B = 7,501 - 15,000 SQ. FT.	BARENTS 25391	MICHAEL L TANNER	25391 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-372-36	B = 7,501 - 15,000 SQ. FT.	BARENTS 25381	MOHAMMED FAZIL	17385 SUMMER OAK PL	YORBA LINDA	CA	92886		B

4/28/2015 ITEM NO. 3.4

2015 WEED ABATMENT LIST

APN	LOT SIZE	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP	ATTENTION	LOT SIZE
620-381-11		GRISSOM 24966	ALONSO J. FRANCISCO	24966 GRISSOM ROAD	LAGUNA HILLS	CA	92653		
620-384-03	B = 7,501 - 15,000 SQ. FT.	BARENTS 25291	ZAHOOOR ALVI	25291 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-384-04	B = 7,501 - 15,000 SQ. FT.	BARENTS 25295	DONALD RABAS	25295 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-384-06	B = 7,501 - 15,000 SQ. FT.	BARENTS 25311	RICARDO SANTIAGO	25311 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-384-07	B = 7,501 - 15,000 SQ. FT.	BARENTS 25321	ROBERT KARR	25321 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-384-08	B = 7,501 - 15,000 SQ. FT.	BARENTS 25331	IRFAN HEMANI	25331 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-384-09	B = 7,501 - 15,000 SQ. FT.	BARENTS 25341	PAUL R KHOSHABA	25341 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-384-10	B = 7,501 - 15,000 SQ. FT.	BARENTS 25351	RAUL M GONZALEZ	25351 BARENTS ST.	LAGUNA HILLS	CA	92653		B
620-384-11	B = 7,501 - 15,000 SQ. FT.	BARENTS 25361	JP MORGAN CHASE BANK	7255 BAYMEADOWS WAY	JACKSONVILLE	FL	32256		B
620-384-12	B = 7,501 - 15,000 SQ. FT.	BARENTS 25371	SUSAN E BROWN	25371 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-401-01	B = 7,501 - 15,000 SQ. FT.	BARENTS 25181	HUZEFA HAKIM	25181 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-401-04	B = 7,501 - 15,000 SQ. FT.	BARENTS 25201	MARK LEAVITT	25201 BARENTS STREET	LAGUNA HILLS	CA	92653		E
620-401-05	B = 7,501 - 15,000 SQ. FT.	BARENTS 25211	CHRISTOPHER NGUYEN	25211 BARENTS STREET	LAGUNA HILLS	CA	92653		D
620-401-08		BARENTS 25241	GARRY HARVEY	25241 BARENTS STREET	LAGUNA HILLS	CA	92653		
620-401-09	B = 7,501 - 15,000 SQ. FT.	BARENTS 25251	FERECHTE SADJEDI	25251 BARENTS STREET	LAGUNA HILLS	CA	92653		
620-461-19		ALISO CREEK E/O PASEO DE VAL	P F & R D HARBORS, BEACHES, & PARKS	P. O. BOX 4048	SANTA ANA	CA	92702	ATTN: ALICIA RAISH	
620-461-21		ALISO CREEK E/O PASEO DE VAL	P F & R D HARBORS, BEACHES, & PARKS	P. O. BOX 4048	SANTA ANA	CA	92702	ATTN: ALICIA RAISH	
623-011-33		ALISO WOOD CANYONS WILDERN	RANGER STAN BENGTSO	28373 ALICIA PARKWAY	LAGUNA NIGUEL	CA	92677	ATTN: STAN BENGTSO	
625-021-07		PASEO DE VALENCIA 25661	SADDLEBACK VALLEY USD	25631 DISENO DRIVE	MISSION VIEJO	CA	92691	SADDLEBACK VALLEY UNIFIED SCHOOL DIST	E
625-211-03		ALISO MEADOWS N/W SLOPE	ALISO MEADOWS CONDOS	65381 G ALICIA PARKWAY 169	LAGUNA HILLS	CA	92653	PETER DIVAS	
625-301-54		OPEN SPACE E/O INDIAN HILLS	ALISO VIEJO COMMUNITY	81 COLUMBIA #101	ALISO VIEJO	CA	92656		
625-311-02	E = OVER 1 ACRE	4.5 ACRE PARCEL BEHIND 24701	CARMEN CARCIELLO	24701 MANDEVILLE DR.	LAGUNA HILLS	CA	92653		
625-322-26	E = OVER 1 ACRE	LA CIENEGA & LOS CERROS STR	RIDGEFIELD HOMEOWNERS ASSOCIATION	2 CORPORATE PARK # 200	IRVINE	CA	92714		E
627-033-09		CORRIDOR	STATE OF CALIFORNIA	2501 PULLMAN ST	SANTA ANA	CA	92705	RIGHT OF WAY SECTION	C
627-041-01	D = 30,001 - 43,560 SQ. FT.	NELLIE GAIL ROAD 24761	WILLIAM SULLIVAN FAMILY TRUST	24761 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		D
627-041-12	C = 15,001 - 30,000 SQ. FT.	RED LODGE PLACE 24771	PARVIZ SHAMS	1234 ANACAPA WAY	LAGUNA BEACH	CA	92651		C
627-041-13	E = OVER 1 ACRE	RED LODGE PLACE 24781	THOMAS V BOYLES	24781 RED LODGE PLACE	LAGUNA HILLS	CA	92653		E
627-041-15	E = OVER 1 ACRE	RED LODGE PLACE 24811	JOHN FITZGERALD	24811 RED LODGE PLACE	LAGUNA HILLS	CA	92653		E
627-041-17	E = OVER 1 ACRE	RED LODGE PLACE 24831	JOHN R CRAIG	P. O. BOX 3339	LAGUNA HILLS	CA	92654		E
627-041-18	E = OVER 1 ACRE	RED LODGE PLACE 24841	BARRY D ANDREWS	24841 RED LODGE PLACE	LAGUNA HILLS	CA	92653		D
627-041-24	E = OVER 1 ACRE	RED LODGE PLACE 24761	GAIL RAMSEY	24761 RED LODGE PLACE	LAGUNA HILLS	CA	92653		C
627-041-25	E = OVER 1 ACRE	RED LODGE PLACE 24762	MICHAEL J BLUMENFELD	24762 RED LODGE PLACE	LAGUNA HILLS	CA	92653		D
627-051-01	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 24891	WILLIAM F & KRISTINA FREY	24891 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		E
627-051-02		NELLIE GAIL ROAD 24911	EHLER INTER VIVOS TRUST	P.O. BOX 11	SEASIDE	OR	97138		E
627-051-04	E = OVER 1 ACRE	NELLIE GAIL ROAD 24941	HOUZHANG ESFAHANI	27671 GOLD DUST LANE	LAGUNA HILLS	CA	92653		D
627-051-05	E = OVER 1 ACRE	NELLIE GAIL ROAD 24961	SHERI ALENE TR SENTER	24961 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		D
627-051-06	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 24981	JASIM AL- ABDULLA	24981 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		D
627-051-07		NELLIE GAIL ROAD 24991	JACOB NASH	41185 GOLDEN GATE CIR #107	MURRIETA	CA	92562		
627-051-08	C = 15,001 - 30,000 SQ. FT.	HIGHWOOD CIRCLE 26971	PHILIP COLLEN	9350 WILSHIRE BLVD. #250	BEVERLY HILLS	CA	90212		E
627-051-09	C = 15,001 - 30,000 SQ. FT.	HIGHWOOD CIRCLE 26951	JOHN BARTLETT	26951 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653		
627-051-10	D = 30,001 - 43,560 SQ. FT.	HIGHWOOD CIRCLE 26931	DAVID LUBOWE	26931 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653		C
627-051-11	D = 30,001 - 43,560 SQ. FT.	HIGHWOOD CIRCLE 26921	DORMING WONG	26921 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653		
627-051-13	C = 15,001 - 30,000 SQ. FT.	HIGHWOOD CIRCLE 26881	RICHARD CROWLEY	26881 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653		C
627-051-14	E = OVER 1 ACRE	HIGHWOOD CIRCLE 26871	HAI NGUYEN	24864 MUIRLANDS BLVD.	LAKE FOREST	CA	92630		D
627-051-15	E = OVER 1 ACRE	HIGHWOOD CIRCLE 26861	EQUITY TRUST	1001 E WT HARRIS BLVD P188	CHARLOTTE	NC	28213		E
627-061-01	E = OVER 1 ACRE	HIGHWOOD CIRCLE 26872	MOHAMED ZOLFAGHARI	26872 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653		C
627-061-02	D = 30,001 - 43,560 SQ. FT.	HIGHWOOD CIRCLE 26882	JAMES D SUTHERLAND	26882 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653		D
627-061-03	C = 15,001 - 30,000 SQ. FT.	HIGHWOOD CIRCLE 26902	BILLIE LOU MITCHELL	26902 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653		C
627-061-13	D = 30,001 - 43,560 SQ. FT.	ROCKING HORSE LANE 26881	REISMAN FAMILY TRUST	26881 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653		D
627-061-14	E = OVER 1 ACRE	ROCKING HORSE LANE 26871	BEEUWSAERT FAMILY TRUST	26871 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653		D
627-061-15	E = OVER 1 ACRE	ROCKING HORSE LANE 26872	JUNE D QUIRK	26872 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653		C
627-061-17	D = 30,001 - 43,560 SQ. FT.	ROCKING HORSE LANE 26922	RONALD MILFS	26922 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653		C
627-061-18	D = 30,001 - 43,560 SQ. FT.	ROCKING HORSE LANE 26932	ROBERT LEE WESSEL	26932 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653		
627-061-20	D = 30,001 - 43,560 SQ. FT.	ROCKING HORSE LANE 26962	MICHAEL J SULLIVAN	26962 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653		
627-071-05	E = OVER 1 ACRE	NELLIE GAIL ROAD 25202	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DR	LAGUNA HILLS	CA	92653		
627-081-10	D = 30,001 - 43,560 SQ. FT.	SPOTTED PONY LANE 25372	BILL AINSWORTH	25372 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653		D
627-081-11	E = OVER 1 ACRE	SPOTTED PONY LANE 25361	KENNETH JAFFE	25361 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653		C
627-081-12	D = 30,001 - 43,560 SQ. FT.	SPOTTED PONY LANE 25371	JOHN G DONAHUE	25371 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653		D
627-081-13		SPOTTED PONY LANE 25381	STEPHEN S. O'HARA	25381 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653		E
627-081-15	C = 15,001 - 30,000 SQ. FT.	SPOTTED PONY LANE 25411	PETER PAUL STEFFEN	25411 SPOTTED PONY LN.	LAGUNA HILLS	CA	92653		C
627-081-16		SPOTTED PONY LANE 25431	ELIZABETH CAVALLO	25431 SPOTTED PONY LN	LAGUNA HILLS	CA	92653		D
627-081-19	C = 15,001 - 30,000 SQ. FT.	SPOTTED PONY LANE 25471	JAMES LUZZI	25471 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653		D
627-081-20	D = 30,001 - 43,560 SQ. FT.	SPOTTED PONY LANE 25491	JOSE DONALD J DOUGHER INCEARA	16 CORPORATE PLAZA DR	NEWPORT BEACH	CA	92660		A
627-081-21		SPOTTED PONY LANE 25511	KAMBIZ HOSN	25511 SPOTTED PONY LN	LAGUNA HILLS	CA	92653		C
627-091-01	C = 15,001 - 30,000 SQ. FT.	HIDDEN TRAIL ROAD 27076	DAVID WOJTASZEK	27076 HIDDEN TRAIL	LAGUNA HILLS	CA	92653		D
627-091-02	D = 30,001 - 43,560 SQ. FT.	HIDDEN TRAIL ROAD 27082	DEAN LARSEN TRUST	27082 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		C
627-091-03	C = 15,001 - 30,000 SQ. FT.	HIDDEN TRAIL ROAD 27086	LARRY MAILAY	27086 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		C
627-091-04	D = 30,001 - 43,560 SQ. FT.	HIDDEN TRAIL ROAD 27092	DONALD SEDGWICK	27092 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		C
627-091-05	D = 30,001 - 43,560 SQ. FT.	HIDDEN TRAIL ROAD 27096	DOUGLAS PRINS	27096 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		C
627-091-11	E = OVER 1 ACRE	WAGON WHEEL CIRCLE 25421	RICHARD CHRISTIE TRUST	25421 WAGON WHEEL CIRCLE	LAGUNA HILLS	CA	92653		C
627-091-13	D = 30,001 - 43,560 SQ. FT.	WAGON WHEEL 25451	JOHN E YOUNG	25451 WAGON WHEEL	LAGUNA HILLS	CA	92653		B
627-092-10	C = 15,001 - 30,000 SQ. FT.	HIDDEN TRAIL 27073	JEFF KEANE	27073 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		C
627-101-01		HIDDEN TRAIL 27052	JAMES V. DI MARIA	27052 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		E
627-102-04		SHENANDOAH 27152	POHAN CHIANG	27152 SHENANDOAH DRIVE	LAGUNA HILLS	CA	92653		D
627-102-05		SHENANDOAH 27182	BRIAN ROBINSON	27182 SHENANDOAH DRIVE	LAGUNA HILLS	CA	92653		D
627-102-07	D = 30,001 - 43,560 SQ. FT.	SHENANDOAH DRIVE 27181	JIM BISHOP	27181 SHENANDOAH DRIVE	LAGUNA HILLS	CA	92653		E

2015 WEED ABATMENT LIST

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APN	LOT SIZE	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP	ATTENTION	LOT SIZE
627-102-13		HIDDEN TRAIL RD 27055	ALI TABATABAI	27055 HIDDEN TRAIL RD	LAGUNA HILLS	CA	92653		D
627-102-16	D = 30,001 - 43,560 SQ. FT.	NELLIE GAIL ROAD 25072	JOHN PARK	25072 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		D
627-102-17	E = OVER 1 ACRE	LOST COLT DRIVE 27222	MICHAEL R MILLER	27222 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		E
627-102-18	D = 30,001 - 43,560 SQ. FT.	LOST COLT DRIVE 27232	TALEVICH TRUST	27232 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		E
627-111-01	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 25011	LARRY J HAMILTON	25011 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-111-02	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 25021	CHARLES SLOAN	25021 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		D
627-111-03	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 25041	ROBERT E ALVAREZ	25041 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-112-04		NELLIE GAIL ROAD 25022	TODD BARKOURAS	25022 NELLIE GAIL RD	LAGUNA HILLS	CA	92653		C
627-112-05	D = 30,001 - 43,560 SQ. FT.	NELLIE GAIL ROAD 25012	GEORGE HUNG	25012 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-112-06	D = 30,001 - 43,560 SQ. FT.	NELLIE GAIL ROAD 24992	IRVING GRAHAM AUSTIN	24992 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-112-09	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27162	WILLIAM KLAUITTER	27162 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-112-10	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27172	DEBRA MONAHAN TRUST	27172 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-112-11	D = 30,001 - 43,560 SQ. FT.	LOST COLT DRIVE 27182	DAVID J GUY	27182 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		D
627-112-13	D = 30,001 - 43,560 SQ. FT.	LOST COLT DRIVE 27196	JOANNA SWIATKOWSKA	27196 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		D
627-112-14	D = 30,001 - 43,560 SQ. FT.	LOST COLT DRIVE 27202	KAMBIZ HOSN	27202 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-112-15	E = OVER 1 ACRE	LOST COLT DRIVE 27212	PATRICK HUNT	27212 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		B
627-113-01	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27261	PERON FAMILY TRUST	27261 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-113-04	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27211	JAMES R TR BOSEMER	27211 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-113-05	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27201	SCOTT PETERSON	27201 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		D
627-113-06	B = 7,501 - 15,000 SQ. FT.	LOST COLT DRIVE 27195	NEIL D TR SLATE	27195 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		D
627-113-07		LOST COLT DRIVE 27191	TERENCE TYRRELL	27191 LOST COLT DR	LAGUNA HILLS	CA	92653		B
627-113-08	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27181	JOHN PICKETT	27181 LOST COLT DR.	LAGUNA HILLS	CA	92653		D
627-113-09		LOST COLT DRIVE 27171	MATTHEW THOMAS HRDLICKA	27171 LOST COLT DR	LAGUNA HILLS	CA	92653		C
627-113-10	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27161	ROY POLIZZI	27161 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-121-02		NELLIE GAIL ROAD 24962	JAMES RYDER	24962 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		
627-121-03	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 24942	MICHAEL P SULLIVAN	24942 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		E
627-121-05	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 24892	JAMSHID NAJAH	24892 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		D
627-121-06	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 24872	DOUGLAS DUMITRU	24872 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		D
627-121-15		LOST COLT DRIVE 27086	JOHN ADAMS	27086 LOST COLT	LAGUNA HILLS	CA	92653		
627-121-17		LOST COLT DRIVE 27102	BYRON GROVES TRUST	23232 PERALTA DR. 111	LAGUNA HILLS	CA	92653		
627-121-18	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27112	JESUS VALADEZ	27112 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-122-01	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27151	SAEED SHAFIE-POUR	27151 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		B
627-122-03	B = 7,501 - 15,000 SQ. FT.	LOST COLT DRIVE 27131	JANET SANFORD	27131 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		B
627-122-04	B = 7,501 - 15,000 SQ. FT.	LOST COLT DRIVE 27121	GERALD L BALLAS	27121 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-122-07	C = 15,001 - 30,000 SQ. FT.	BEAR GRASS CIRCLE 24831	PHILIP GUIRAL	24831 BEAR GRASS CIRCLE	LAGUNA HILLS	CA	92653		C
627-122-11		LOST COLT DRIVE 2701	ROBERT KLEIN	2701 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		
627-131-01	C = 15,001 - 30,000 SQ. FT.	MUSTANG DRIVE 25071	ROBERT J TR WILNER	25071 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		C
627-131-03		MUSTANG DRIVE 25051	CHAD & RACHEL ALVES	25051 MUSTANG DR	LAGUNA HILLS	CA	92653		C
627-131-04	C = 15,001 - 30,000 SQ. FT.	MUSTANG DRIVE 25041	JAMES M THAYER	25041 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		E
627-131-05		MUSTANG DRIVE 25031	RICHARD S. EASTON	25031 MUSTANG DR	LAGUNA HILLS	CA	92653		
627-131-06		MUSTANG DRIVE 25011	IRAJ GHANAVATI	25011 MUSTANG DR	LAGUNA HILLS	CA	92653		D
627-132-01	D = 30,001 - 43,560 SQ. FT.	MUSTANG DRIVE 25082	GARY A MAGILL	25082 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		D
627-132-02	C = 15,001 - 30,000 SQ. FT.	MUSTANG DRIVE 25062	PAUL P MOORE	25062 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		E
627-132-03		MUSTANG DRIVE 25052	PATRICK HORN	25052 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		
627-132-08		BUCKSKIN DRIVE 25131	STEVE PERRY	25131 BUCKSKIN DR	LAGUNA HILLS	CA	92653		D
627-132-09	D = 30,001 - 43,560 SQ. FT.	BUCKSKIN DRIVE 25151	SHIEN- CHIEN LIANG	25151 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653		D
627-141-03	C = 15,001 - 30,000 SQ. FT.	BUCKSKIN DRIVE 24861	JOE VARGAS	24861 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653		E
627-141-04	E = OVER 1 ACRE	BUCKSKIN DRIVE 24881	MOHAMMAD HASHEMI	24881 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653		E
627-141-05		BUCKSKIN DRIVE 24891	CODY GLENN	24891 BUCKSKIN DR	LAGUNA HILLS	CA	92653		D
627-141-12	D = 30,001 - 43,560 SQ. FT.	MUSTANG DRIVE 24971	CAROLYN PARDOE	24971 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		D
627-141-13	E = OVER 1 ACRE	MUSTANG DRIVE 24981	HODGES HARALSON	24981 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		D
627-151-02	E = OVER 1 ACRE	SADDLEHORN LANE 26561	JEFFREY L OTTMAN	26561 SADDLEHORN LANE	LAGUNA HILLS	CA	92653		E
627-151-07	B = 7,501 - 15,000 SQ. FT.	BUCKBOARD LANE 24851	FRED BARKER	24851 BUCKBOARD LN	LAGUNA HILLS	CA	92653		E
627-151-08	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 24861	ELIZABETH RITZ	24861 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		D
627-152-02	E = OVER 1 ACRE	BUCKSKIN DRIVE 24811	THO NGUYEN	501 ROWLAND AVE.	SANTA ANA	CA	92707		C
627-152-03	E = OVER 1 ACRE	BUCKBOARD LANE 24792	JOSE A FRANCO	24792 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		
627-152-04	E = OVER 1 ACRE	BUCKBOARD LANE 24802	JASON BOUQUET	24802 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		B
627-152-05	E = OVER 1 ACRE	BUCKBOARD LANE 24812	DONALD OHLIG	24812 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		E
627-161-01	D = 30,001 - 43,560 SQ. FT.	STETSON PLACE 26641	LAWRENCE R JONES	26641 STETSON PLACE	LAGUNA HILLS	CA	92653		D
627-162-01	C = 15,001 - 30,000 SQ. FT.	STETSON PLACE 26642	ANDY HENG- SHIUING LEE	26642 STETSON PLACE	LAGUNA HILLS	CA	92653		E
627-163-02	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 24862	GERARD J PAPA	24862 BUCKBOARD LN	LAGUNA HILLS	CA	92653		A
627-163-04	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 24882	CHARLES VAN DRUFF	24882 BUCKBOARD LN	LAGUNA HILLS	CA	92653		C
627-163-09	C = 15,001 - 30,000 SQ. FT.	BUCKBOARD LANE 24972	KANAN BLAKE	24972 BUCKBOARD LN	LAGUNA HILLS	CA	92653		C
627-163-11	C = 15,001 - 30,000 SQ. FT.	BUCKBOARD LANE 25002	JANET LARSON	4 SUDBURY ROAD	WELLESLEY	MA	02481		D
627-172-02	D = 30,001 - 43,560 SQ. FT.	BUCKSKIN DRIVE 24912	DARA ALBOUYEH	24912 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653		C
627-172-05	C = 15,001 - 30,000 SQ. FT.	SADDLEHORN LANE 26542	ROBERT SLOAN	26542 SADDLEHORN LN	LAGUNA HILLS	CA	92653		E
627-172-06	C = 15,001 - 30,000 SQ. FT.	SADDLEHORN LANE 26552	PETER KEMPF	26552 SADDLEHORN LN	LAGUNA HILLS	CA	92653		C
627-172-07	E = OVER 1 ACRE	SADDLEHORN LANE 26562	RAY YUE KWANG YANG	1279 TARTAN LANE	MORGANTOWN	WV	26505		C
627-172-12	D = 30,001 - 43,560 SQ. FT.	STETSON PLACE 26561	TIMOTHY J PARKER	26561 STETSON PLACE	LAGUNA HILLS	CA	92653		E
627-172-13		STETSON PLACE 26562	DONALD SMITH	P.O. BOX 3077	LAGUNA HILLS	CA	92654		E
627-172-14		STETSON PLACE 26566	TSUNG WHEI TSAI	26566 STETSON PL	LAGUNA HILLS	CA	92653		E
627-172-15	C = 15,001 - 30,000 SQ. FT.	STETSON PLACE 26576	JOSEPH LONG	23951 AZUSA ST	LAKE FOREST	CA	92630		E
627-172-16		STETSON PLACE 26592	TIMOTHY WELCH	26592 STETSON PL	LAGUNA HILLS	CA	92653		D
627-172-17	C = 15,001 - 30,000 SQ. FT.	STETSON PLACE 26602	JOHN SIRAGUSA	26602 STETSON PLACE	LAGUNA HILLS	CA	92653		C
627-172-18	C = 15,001 - 30,000 SQ. FT.	STETSON PLACE 26622	GERALD BREWER	26622 STETSON PLACE	LAGUNA HILLS	CA	92653		E
627-181-02	D = 30,001 - 43,560 SQ. FT.	BUCKSKIN DRIVE 25071	LINDA PIANTA	25051 BUCKSKIN DR	LAGUNA HILLS	CA	92653		C

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APN	LOT SIZE	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP	ATTENTION	LOT SIZE
627-181-03		BUCKSKIN DRIVE 25051	DOUGLAS NILSEN	25051 BUCKSKIN DR	LAGUNA HILLS	CA	92653		B
627-182-01	C = 15,001 - 30,000 SQ. FT.	BUCKSKIN DRIVE 24982	KITTS FAMILY TRUST	24982 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653		C
627-182-02	C = 15,001 - 30,000 SQ. FT.	BUCKSKIN DRIVE 24992	CURTIS SCHEETZ	24992 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653		B
627-182-08	D = 30,001 - 43,560 SQ. FT.	SILVER SADDLE LANE 26481	ALI TR RAFAT	26481 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653		C
627-183-01	C = 15,001 - 30,000 SQ. FT.	SILVER SADDLE LANE 26492	DEBORAH FISHER	26492 SILVER SADDLE LN	LAGUNA HILLS	CA	92653		C
627-183-02	D = 30,001 - 43,560 SQ. FT.	SILVER SADDLE LANE 26482	MICHAEL J GAHAGAN	26482 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653		E
627-183-03	D = 30,001 - 43,560 SQ. FT.	SILVER SADDLE LANE 26462	PAUL J JR STANISLAW	26462 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653		E
627-183-12	C = 15,001 - 30,000 SQ. FT.	BROKEN BIT LANE 26481	GREGORY PALMER	26481 BROKEN BIT LANE	LAGUNA HILLS	CA	92653		C
627-183-13	C = 15,001 - 30,000 SQ. FT.	BROKEN BIT LANE 26501	CARL B JR TR STILSON	26501 BROKEN BIT LANE	LAGUNA HILLS	CA	92653		B
627-191-02	B = 7,501 - 15,000 SQ. FT.	BUCKSKIN DRIVE 25211	BERNARD ABRAMS	3901 E COAST HWY 56	LAGUNA HILLS	CA	92653		B
627-191-03	B = 7,501 - 15,000 SQ. FT.	BUCKSKIN DRIVE 25231	GLEN & CAROL LEW	25231 BUCKSKIN	CORONA DEL MAR	CA	92625		C
627-191-08	C = 15,001 - 30,000 SQ. FT.	SORRELL PL 26351	JAMES ROSZAK	26351 SORRELL PL	LAGUNA HILLS	CA	92653		D
627-192-06	C = 15,001 - 30,000 SQ. FT.	BROKEN BIT LANE 26412	DAVID TOVEY	26412 BROKEN BIT LANE	LAGUNA HILLS	CA	92653		C
627-192-07	C = 15,001 - 30,000 SQ. FT.	BROKEN BIT LANE 26432	THEODORE MARAVICH	1842 SANTIAGO DRIVE	NEWPORT BEACH	CA	92660		C
627-192-08	C = 15,001 - 30,000 SQ. FT.	BROKEN BIT LANE 26452	BELLVIEW MANAGEMENT LTD	26452 BROKEN BIT LANE	LAGUNA HILLS	CA	92653		C
627-201-01	D = 30,001 - 43,560 SQ. FT.	SILVER SADDLE LANE 26491	JOHN P VORSHECK	26491 SILVER SADDLE LN	LAGUNA HILLS	CA	92653		C
627-201-03	C = 15,001 - 30,000 SQ. FT.	SILVER SADDLE LANE 26502	VICTORIA GIRARD	26502 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653		C
627-201-08	D = 30,001 - 43,560 SQ. FT.	BROKEN BIT LANE 26532	CLARENCE M CUNNINGHAM	26532 BROKEN BIT LANE	LAGUNA HILLS	CA	92653		D
627-201-09		BROKEN BIT LANE 26542	SAVAGE FAMILY TRUST	26542 BROKEN BIT LANE	LAGUNA HILLS	CA	92653		
627-201-11		BUCKBOARD LANE 25161	LOUISE LARSON	25161 BUCKBOARD LANE	LAGUNA HILLS	CA	91653		
627-201-12	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 25151	JOHN P BOGIKES	25151 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		E
627-201-13	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 25145	MARK GALLUZZO	25145 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		E
627-211-01	B = 7,501 - 15,000 SQ. FT.	BUCKBOARD LANE 25141	MICHAEL D THOMPSON	25141 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		D
627-211-02	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 25131	ARTHUR B CORISH	25131 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		C
627-211-03	E = OVER 1 ACRE	BUCKBOARD LANE 25111	TODD & CHRISTINA MUDD	25111 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		C
627-211-04	C = 15,001 - 30,000 SQ. FT.	BUCKBOARD LANE 25091	PAUL WILLIAMS	25091 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		B
627-212-03	C = 15,001 - 30,000 SQ. FT.	BUCKBOARD LANE 25072	ALAN SPALDING	25072 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		D
627-212-04	C = 15,001 - 30,000 SQ. FT.	BUCKBOARD LANE 25092	WAQAR HAIDER	25092 BUCKBOARD LN	LAGUNA HILLS	CA	92653		E
627-212-05	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 25102	RICARDO DAVALOS	25102 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		E
627-212-06	E = OVER 1 ACRE	BUCKBOARD LANE 25122	DOROTHY LANG SURVIVING TRUST	25122 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		D
627-212-07	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 25132	WILLIAM FELLERS	25132 BUCKBOARD LN	LAGUNA HILLS	CA	92653		C
627-212-08	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 25136	CARL M TR JEDNORALSKI	25136 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		C
627-231-04	C = 15,001 - 30,000 SQ. FT.	DAPPLE GREY DRIVE 26531	CHARLES FULLER	26531 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653		D
627-231-08	C = 15,001 - 30,000 SQ. FT.	DAPPLE GREY DRIVE 26611	RICHARD J MAERTZ	26611 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653		E
627-231-09	C = 15,001 - 30,000 SQ. FT.	DAPPLE GREY DRIVE 26631	KEIM JEWELL	26631 DAPPLE GREY	LAGUNA HILLS	CA	92653		D
627-232-01	D = 30,001 - 43,560 SQ. FT.	DAPPLE GREY DRIVE 26632	THOMAS W FARR	26632 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653		E
627-232-02	D = 30,001 - 43,560 SQ. FT.	DAPPLE GREY DRIVE 26602	DAVIS FAMILY TRUST	26602 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653		D
627-232-04	C = 15,001 - 30,000 SQ. FT.	DAPPLE GREY DRIVE 26552	SCOTT CONNELLA	26552 DAPPLE GREY DR.	LAGUNA HILLS	CA	92653		E
627-232-06	C = 15,001 - 30,000 SQ. FT.	DAPPLE GREY DRIVE 26512	CARLSON FAMILY TRUST	26512 DAPPLE GREY DR	LAGUNA HILLS	CA	92653		D
627-241-01	E = OVER 1 ACRE	CHAPARRAL PLACE 26411	ABBAS RAHMANI	26411 CHAPARRAL	LAGUNA HILLS	CA	92653		E
627-241-02	E = OVER 1 ACRE	CHAPARRAL PLACE 26421	JUEY KU CHANG	6 FREMONT LANE	COTO DE CAZA	CA	92679		E
627-242-05		DAPPLE GREY DRIVE 26432	SCHEELE TRUST PT	26432 DAPPLE GREY	LAGUNA HILLS	CA	92653		D
627-242-06	D = 30,001 - 43,560 SQ. FT.	DAPPLE GREY DRIVE 26452	KENNETH DOLL TRUST	26452 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653		C
627-251-02	D = 30,001 - 43,560 SQ. FT.	WILDVIEW TERRACE 26502	DONALD E NORDSTROM	26502 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653		B
627-251-03	D = 30,001 - 43,560 SQ. FT.	WILD VIEW TERRACE 26512	GREGORY R MAKIN	26512 WILD VIEW TER	LAGUNA HILLS	CA	92653		E
627-251-04	E = OVER 1 ACRE	WILD VIEW TERRACE 26522	ANTHONY L. GULLIFER	26522 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653		D
627-251-05	E = OVER 1 ACRE	WILD VIEW TERRACE 26532	MEHDI MOTADI	25921 PRAIRESTONE DR	LAGUNA HILLS	CA	92653		C
627-251-06	E = OVER 1 ACRE	WILD VIEW TERRACE 26542	KURKEN ALYANAKIYAN	2455 COLORADO BLVD #400	LOS ANGELES	CA	90041		E
627-251-07		WILD VIEW TERRACE 26552	RICHARD RUSSELL	26552 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653		C
627-251-08	E = OVER 1 ACRE	WILD VIEW TERRACE 26551	LA VONNE C HART	26551 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653		C
627-251-09	B = 7,501 - 15,000 SQ. FT.	WILD VIEW TERRACE 26541	ROBERT J BLATTENBERG	26541 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653		C
627-281-02		RANGEWOOD ROAD 25481	RONALD SOTO TRUST	25435 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		C
627-281-03	E = OVER 1 ACRE	RANGEWOOD ROAD 25491	CHET L TR REYNOLDS	25491 RANGEWOOD	LAGUNA HILLS	CA	92653		D
627-281-04		RANGEWOOD ROAD 25511	JEFFERY B. ARMOUR	20320 SW BIRCH ST #110	NEWPORT BEACH	CA	92660		C
627-281-05	E = OVER 1 ACRE	RANGEWOOD ROAD 25521	RANDALL & LISA WHITE	25521 RANGEWOOD RD.	LAGUNA HILLS	CA	92653		C
627-281-06	E = OVER 1 ACRE	RANGEWOOD ROAD 25541	JUSIDMAN TRUST	25541 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653		D
627-281-07	D = 30,001 - 43,560 SQ. FT.	RANGEWOOD ROAD 25551	AHMAD-MAHER MOUBAYED	25551 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653		C
627-281-10	E = OVER 1 ACRE	RANGEWOOD ROAD 25631	GENE WEINMEISTER	25631 RANGEWOOD RD	LAGUNA HILLS	CA	92653		C
627-281-11	D = 30,001 - 43,560 SQ. FT.	RANGEWOOD ROAD 25661	VINCENT G DI PROFIO	P. O. BOX 50698	IRVINE	CA	92619		C
627-282-10	D = 30,001 - 43,560 SQ. FT.	RANGEWOOD ROAD 25592	THOMAS FERLAUTO	25592 RANGEWOOD RD.	LAGUNA HILLS	CA	92653		C
627-282-11		RANGEWOOD ROAD 25612	ELIZABETH VIGEN	25612 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653		C
627-282-14	C = 15,001 - 30,000 SQ. FT.	RANGEWOOD ROAD 25642	DAVID MAC DONALD	25642 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653		D
627-291-02	E = OVER 1 ACRE	NELLIE GAIL ROAD 25801	JAMES SEAT	25801 NELLIE GAIL RD	LAGUNA HILLS	CA	92653		D
627-291-04	C = 15,001 - 30,000 SQ. FT.	SHERIFF ROAD 25841	VITUS CHOW	25841 SHERIFF ROAD	LAGUNA HILLS	CA	92653		C
627-291-05	E = OVER 1 ACRE	SHERIFF ROAD 25851	GEORGE FRASER	25851 SHERIFF ROAD	LAGUNA HILLS	CA	92653		D
627-291-06		SHERIFF ROAD 25871	STAFFORD TRUST	25871 SHERIFF RD	LAGUNA HILLS	CA	92653		C
627-291-07	E = OVER 1 ACRE	SHERIFF ROAD 25881	SAMUEL W LANDERS	25881 SHERIFF ROAD	LAGUNA HILLS	CA	92653		C
627-291-08	D = 30,001 - 43,560 SQ. FT.	SHERIFF ROAD 25901	ALLISON MURILLO	25901 SHERIFF ROAD	LAGUNA HILLS	CA	92653		C
627-291-09	D = 30,001 - 43,560 SQ. FT.	SHERIFF ROAD 25921	HENRY PEPPER	25921 SHERIFF ROAD	LAGUNA HILLS	CA	92653		E
627-301-01	E = OVER 1 ACRE	SHERIFF ROAD 25931	MICHAEL MILLS	25931 SHERIFF ROAD	LAGUNA HILLS	CA	92653		D
627-301-02	D = 30,001 - 43,560 SQ. FT.	SHERIFF ROAD 25941	DANIEL BUSHNER	25941 SHERIFF ROAD	LAGUNA HILLS	CA	92653		D
627-301-03	D = 30,001 - 43,560 SQ. FT.	SHERIFF ROAD 25951	JIM CHEN	25951 SHERIFF ROAD	LAGUNA HILLS	CA	92653		C
627-301-12	E = OVER 1 ACRE	BUCKLESTONE COURT 25731	JUDY LEE WRIGHT	25731 BUCKLESTONE CT.	LAGUNA HILLS	CA	92653		D
627-301-14	E = OVER 1 ACRE	BUCKLESTONE COURT 25732	WALTHER BACA	25732 BUCKLESTONE COURT	LAGUNA HILLS	CA	92653		E
627-301-15	E = OVER 1 ACRE	BUCKLESTONE COURT 25742	ROBERT C/TR LENZ	25742 BUCKLESTONE COURT	LAGUNA HILLS	CA	92653		C
627-321-01	D = 30,001 - 43,560 SQ. FT.	NELLIE GAIL ROAD 25791	TIMOTHY ENGELN	25791 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C

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APN	LOT SIZE	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP	ATTENTION	LOT SIZE
627-321-03	D = 30,001 - 43,560 SQ. FT.	NELLIE GAIL ROAD 25761	DENNIS BLOUGH	25761 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		
627-321-04	C = 15,001 - 30,000 SQ. FT.	NELLEI GAIL ROAD 25741	SHERYLE TR UL YATE	25741 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-321-05	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 25731	SHOKOH Z VAKHSHOURPOUR	25731 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-322-14	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 25792	BRENDAN FLAHERTY	25792 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-322-27	D = 30,001 - 43,560 SQ. FT.	PRAIRESTONE DRIVE 25891	THOMAS W YERKE	25891 PRAIRESTONE DRIVE	LAGUNA HILLS	CA	92653		E
627-331-01	B = 7,501 - 15,000 SQ. FT.	GALLUP CIRCLE 25511	MARYAM REZVANI	25511 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		C
627-331-07	E = OVER 1 ACRE	NELLIE GAIL ROAD 25671	KAMYAR KATOUZIAN	25671 NELLIE GAIL RD	LAGUNA HILLS	CA	92653		D
627-331-08	D = 30,001 - 43,560 SQ. FT.	NELLIE GAIL ROAD 25681	RAECHEL E TR SKINNER	25681 NELLIE GAIL RD.	LAGUNA HILLS	CA	92653		D
627-331-09	A = 0001 - 7,500 SQ. FT.	NELLIE GAIL ROAD 25691	GEORGE KATSUYAMA TRUST	25691 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		D
627-331-13	E = OVER 1 ACRE	GALLUP CIRCLE WATER TANK	MOULTON NIGUEL WATER DISTRICT	27500 LA PAZ ROAD	LAGUNA NIGUEL	CA	92677	LARRY E. DEES	C
627-331-14	E = OVER 1 ACRE	GALLUP CIRCLE WATER TANK	MOULTON NIGUEL WATER DISTRICT	27500 LA PAZ ROAD	LAGUNA NIGUEL	CA	92677	LARRY E. DEES	D
627-332-04	B = 7,501 - 15,000 SQ. FT.	NELLIE GAIL ROAD 25682	JOSEPH CHENG	25682 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		E
627-332-08	A = 0001 - 7,500 SQ. FT.	PRAIRESTONE DRIVE 25762	GREGORY P FURLONG	25762 PRAIRESTONE DR.	LAGUNA HILLS	CA	92653		
627-341-02	C = 15,001 - 30,000 SQ. FT.	PECOS ROAD 25766	ARTHUR STUART WIEDERMAN	25766 PECOS ROAD	LAGUNA HILLS	CA	92653		
627-341-04	C = 15,001 - 30,000 SQ. FT.	PECOS ROAD 25792	CHARLES K RHEE	25792 PECOS ROAD	LAGUNA HILLS	CA	92653		
627-341-06	C = 15,001 - 30,000 SQ. FT.	PECOS ROAD 25832	JOHN E STONER	25832 PECOS ROAD	LAGUNA HILLS	CA	92653		
627-344-02	E = OVER 1 ACRE	HITCHING RAIL ROAD 25942	HILLARY RADOVICH	25942 HITCHING RAIL	LAGUNA HILLS	CA	92653		
627-344-03	D = 30,001 - 43,560 SQ. FT.	SPUR BRANCH LANE 26032	JOSEPH HUANG	30611 RUE LANGLOIS	RANCHO PALOS VERDES	CA	90275		
627-351-02	C = 15,001 - 30,000 SQ. FT.	WATERWHEEL PLACE 26072	RAYMOND M SHISHIDO	26072 WATERWHEEL PLACE	LAGUNA HILLS	CA	92653		
627-351-03	C = 15,001 - 30,000 SQ. FT.	WATERWHEEL PLACE 26076	ELLEN SCHULMAN- SCHREIBER	26076 WATERWHEEL PLACE	LAGUNA HILLS	CA	92653		
627-351-07	E = OVER 1 ACRE	SPUR BRANCH LANE 26052	PATRICIA LALAIA	26052 SPUR BRANCH LN	LAGUNA HILLS	CA	92653		
627-351-08	E = OVER 1 ACRE	SPUR BRANCH LANE 26042	JOHN MARTINDALE	26042 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653		
627-351-09	E = OVER 1 ACRE	SPUR BRANCH LANE 26072	BERNARD F GIRMA	26072 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653		
627-351-10	E = OVER 1 ACRE	SPUR BRANCH LANE 26062	STEPHEN MARGETIC	26062 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653		
627-361-05	C = 15,001 - 30,000 SQ. FT.	SPUR BRANCH LANE 26131	JAMES W STRYKER	26131 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653		
627-362-02	C = 15,001 - 30,000 SQ. FT.	SPUR BRANCH LANE 26102	STEPHANIE ANTON	26102 SPUR BRANCH LN	LAGUNA HILLS	CA	92653		
627-362-03	E = OVER 1 ACRE	SPUR BRANCH LANE 26122	BABAR IQBAL	26122 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653		
627-362-04	E = OVER 1 ACRE	SPUR BRANCH LANE 26132	CHRISTOPHER KARSAZ	P.O. BOX 36616	LOS ANGELES	CA	90036		
627-362-05	E = OVER 1 ACRE	SPUR BRANCH LANE 26142	JOSEPH LEE	PO BOX 11748	SANTA ANA	CA	92711		
627-372-08	B = 7,501 - 15,000 SQ. FT.	RICH SPRING CIRCLE 25901	HOWARD E SANDLER	25901 RICH SPRING CIRCLE	LAGUNA HILLS	CA	92653		
627-372-09	E = OVER 1 ACRE	RICH SPRING CIRCLE 25902	HAL MOOREFIELD	25902 RICH SPRING CIRCLE	LAGUNA HILLS	CA	92653		
627-372-12	E = OVER 1 ACRE	HITCHING RAIL ROAD 26171	ALAN MACGILLIVRAY	26171 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653		
627-372-13	E = OVER 1 ACRE	HITCHING RAIL ROAD 26191	COLLINS FAMILY TRUST	26191 HITCHING RAIL	LAGUNA HILLS	CA	92653		
627-372-14	E = OVER 1 ACRE	HITCHING RAIL ROAD 26201	MICHAEL W MAYFIELD	26201 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653		
627-372-15	E = OVER 1 ACRE	HITCHING RAIL ROAD 26211	JOHN P GAITANIS	26211 HITCHING RAIL RD	LAGUNA HILLS	CA	92653		
627-372-16	D = 30,001 - 43,560 SQ. FT.	HITCHING RAIL ROAD 26221	IRA MARCUS	28 FAIRWAY PLACE	HALF MOON BAY	CA	94019		
627-381-02	C = 15,001 - 30,000 SQ. FT.	HITCHING RAIL ROAD 26212	CHRISTOPHER VARGA	26212 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653		
627-381-07	E = OVER 1 ACRE	SPUR BRANCH LANE 26152	JEANNE MCGOWEN-HOUGHTON	26152 SPUR BRANCH	LAGUNA HILLS	CA	92653		
627-401-01	E = OVER 1 ACRE	GALLUP CIRCLE 25435	RONALD SOTO	25435 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		
627-401-02	E = OVER 1 ACRE	GALLUP CIRCLE 25421	EVAN G GOST	25421 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		
627-401-03	E = OVER 1 ACRE	GALLUP CIRCLE 25411	MOHAMMAD T BEHROOZIAN	25411 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		
627-401-04	C = 15,001 - 30,000 SQ. FT.	GALLUP CIRCLE 25391	RANDALL LUNN	25391 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		
627-401-05		GALLUP CIRCLE 25385	CLARENCE HAUSCHILD	P.O. BOX 127	LAKE FOREST	CA	92609		
627-402-03	C = 15,001 - 30,000 SQ. FT.	BOOTSTRAP PLACE 25472	LA MOTT GERALD L	25472 BOOTSTRAP PL	LAGUNA HILLS	CA	92653		
627-402-09	B = 7,501 - 15,000 SQ. FT.	GALLUP CIRCLE 25422	NICK & MICHELLE RAHE	25422 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		
627-402-13	B = 7,501 - 15,000 SQ. FT.	BOOTSTRAP PLACE 25471	GERALD SAYER	25481 BOOTSTRAP PLACE	LAGUNA HILLS	CA	92653		
627-411-07	C = 15,001 - 30,000 SQ. FT.	GALLUP CIRCLE 25294	K. L. BUCKLEY	25294 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		
627-412-07	B = 7,501 - 15,000 SQ. FT.	GALLUP CIRCLE 25311	HAROUN YVONNE EL FORKH	25311 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		
627-422-06	C = 15,001 - 30,000 SQ. FT.	RED CORRAL ROAD 26116	VAN RHEBECK	26116 RED CORRAL ROAD	LAGUNA HILLS	CA	92653		
627-431-05		POKER FLATS PLACE 25961	WILLIAM HINN	25961 POKER FLATS PL	LAGUNA HILLS	CA	92653		
627-431-15	C = 15,001 - 30,000 SQ. FT.	RED CORRAL ROAD 26035	WILLIAM Y JUI	26035 RED CORRAL ROAD	LAGUNA HILLS	CA	92653		
627-431-16	C = 15,001 - 30,000 SQ. FT.	RED CORRAL ROAD 26041	JILL SCOGNAMIGLIO TRUST	26041 RED CORRAL ROAD	LAGUNA HILLS	CA	92653		
627-431-17		RED CORRAL ROAD 26045	SUNG FAMILY TRUST	26045 FLINTLOCK LN	LAGUNA HILLS	CA	92653		
627-431-22	B = 7,501 - 15,000 SQ. FT.	RED CORRAL ROAD 26071	VAN HOANG	26071 RED CORRAL ROAD	LAGUNA HILLS	CA	92653		
627-432-07		RED CORRAL ROAD 26012	LANIA A SLIHEET	26012 RED CORRAL	LAGUNA HILLS	CA	92653		
627-441-02	E = OVER 1 ACRE	FLINTLOCK LANE 26022	BRUCE E MENN	26022 FLINTLOCK LANE	LAGUNA HILLS	CA	92653		
627-451-06	D = 30,001 - 43,560 SQ. FT.	FLINTLOCK LANE 26062	WILLIAM F FISCHER	26062 FLINTLOCK LANE	LAGUNA HILLS	CA	92653		
627-451-16	C = 15,001 - 30,000 SQ. FT.	GLEN CANYON DRIVE 26091	GARY L BELLAN	26091 GLEN CANYON DRIVE	LAGUNA HILLS	CA	92653		
627-452-02		GLEN CANYON DRIVE 25972	TERRENCE ING	25972 GLEN CANYON	LAGUNA HILLS	CA	92653		
627-452-06		HIGHPLAINS TERRACE 25725	JOHN A TAYLOR	25725 HIGHPLAINS TER	LAGUNA HILLS	CA	92653		
627-461-01	B = 7,501 - 15,000 SQ. FT.	HIGHPLAINS TERRACE 25751	EDWARD MESCHER	25751 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653		
627-461-02	B = 7,501 - 15,000 SQ. FT.	HIGHPLAINS TERRACE 25761	HAMID HOJATI	25761 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653		
627-461-03	B = 7,501 - 15,000 SQ. FT.	HIGHPLAINS TERRACE 25771	MOHAMMAD BONAKDAR	25771 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653		
627-461-04	D = 30,001 - 43,560 SQ. FT.	HIGHPLAINS TERRACE 25781	ANTHONY LEVATINO	25781 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653		
627-461-12	E = OVER 1 ACRE	OROVILLE PLACE 26126	MANUEL E TR SIPOWICZ	26126 OROVILLE PLACE	LAGUNA HILLS	CA	92653		
627-461-13	C = 15,001 - 30,000 SQ. FT.	OROVILLE PLACE 26132	HSD KENSINGTON APTS	23361 EL TORO RD, SUITE 202	LAKE FOREST	CA	92630		
627-461-14	C = 15,001 - 30,000 SQ. FT.	OROVILLE PLACE 26152	JASON BLICKSMAN	26152 OROVILLE PLACE	LAGUNA HILLS	CA	92653		
627-461-16	D = 30,001 - 43,560 SQ. FT.	OROVILLE PLACE 26182	ROBERT WILLIAM BRUCE	26182 OROVILLE PLACE	LAGUNA HILLS	CA	92653		
627-463-03	C = 15,001 - 30,000 SQ. FT.	OROVILLE PLACE 26155	BABAK SHAHRESTANI	26155 OROVILLE PLACE	LAGUNA HILLS	CA	92653		
627-463-04	C = 15,001 - 30,000 SQ. FT.	OROVILLE PLACE 26171	JOHN BONUTTO	26171 OROVILLE PLACE	LAGUNA HILLS	CA	92653		
627-463-05	C = 15,001 - 30,000 SQ. FT.	MOUNT DIABLO ROAD 26172	MICHAEL S SUTTON	26172 MT DIABLO ROAD	LAGUNA HILLS	CA	92653		
627-463-06		MOUNT DIABLO ROAD 26152	KURT & YVETTE HEINRICHSON	26152 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	92653		
627-471-05		MOUNT DIABLO ROAD 26251	LEE LIVING TRUST	26251 MOUNT DIABLO RD	LAGUNA HILLS	CA	92653		
627-472-06	B = 7,501 - 15,000 SQ. FT.	MOUNT DIABLO ROAD 26212	ARTHUR CHEN	26212 MT DIABLO ROAD	LAGUNA HILLS	CA	92653		
627-472-07	C = 15,001 - 30,000 SQ. FT.	MOUNT DIABLO ROAD 26222	RANDY BEHRINGER	26222 MT DIABLO ROAD	LAGUNA HILLS	CA	92653		
627-472-09	D = 30,001 - 43,560 SQ. FT.	MOUNT DIABLO ROAD 26246	MARC WINTER	26246 MT DIABLO	LAGUNA HILLS	CA	92653		

4/28/2015 ITEM NO. 3.4

2015 WEED ABATMENT LIST

APN	LOT SIZE	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP	ATTENTION	LOT SIZE
627-482-01	E = OVER 1 ACRE	SADDLE ROCK PLACE 25512	DOUGLAS PICK	27068 LA PAZ RD	ALISO VIEJO	CA	92666		
627-482-02	D = 30,001 - 43,560 SQ. FT.	SADDLE ROCK PLACE 25532	ROBERT HAUGAN	25532 SADDLE ROCK PLACE	LAGUNA HILLS	CA	92653		
627-482-03	E = OVER 1 ACRE	SADDLE ROCK PLACE 25552	ROY FRATUS	25552 SADDLE ROCK PLACE	LAGUNA HILLS	CA	92653		
627-491-09	E = OVER 1 ACRE	HOUSTON TRAIL 26442	CRAIG W NICKLOFF	68 FREMONT PL	LOS ANGELES	CA	90005		
627-491-11	C = 15,001 - 30,000 SQ. FT.	HOUSTON TRAIL 26411	FREDERICK RUTH	26411 HOUSTON TRAIL	LAGUNA HILLS	CA	92653		
627-491-12	D = 30,001 - 43,560 SQ. FT.	HOUSTON TRAIL 26401	STEVEN CERVANTES	26411 HOUSTON TRAIL	LAGUNA HILLS	CA	92653		
627-511-01	B = 7,501 - 15,000 SQ. FT.	MUSTANG DRIVE 25092	DIANE LORRAINE FORTNEY	4910 CAMPUS DR	NEWPORT BEACH	CA	92660		
627-511-05	D = 30,001 - 43,560 SQ. FT.	MUSTANG DRIVE 25162	KAMRAN & SUSAN HERAVI	25162 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		
627-511-08	C = 15,001 - 30,000 SQ. FT.	MUSTANG DRIVE 25212	PATRICK G WINEGARD	25212 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		
627-511-10	C = 15,001 - 30,000 SQ. FT.	MUSTANG DRIVE 25252	ARTHUR JR ASTORINO	25252 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		
627-511-11		MUSTANG DRIVE 25272	TIMOTHY EDRINGTON	25272 MUSTANG DR	LAGUNA HILLS	CA	92653		
627-521-02	B = 7,501 - 15,000 SQ. FT.	GALLUP CIRCLE 25282	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DR	LAGUNA HILLS	CA	92653		
627-551-02		BRADFORD LANE 25651	ROBERT WHEELER	25651 BRADFORD LANE	LAGUNA HILLS	CA	92653	OCFA	
627-551-03	E = OVER 1 ACRE	BRADFORD LANE 25641	THOMAS LUDEMA	25641 BRADFORD LANE	LAGUNA HILLS	CA	92653		
627-561-05	D = 30,001 - 43,560 SQ. FT.	STRATFORD PLACE 25601	FRED MADLENER TRUST	25601 STRATFORD PLACE	LAGUNA HILLS	CA	92653		
627-561-06	E = OVER 1 ACRE	STRATFORD PLACE 25602	MOHAMED ELATROZY	25602 STRATFORD PLACE	LAGUNA HILLS	CA	92653		
627-561-17	E = OVER 1 ACRE	HARRINGTON COURT 25541	UPAINDER BAJAJ	25541 HARRINGTON COURT	LAGUNA HILLS	CA	92653		
627-561-18	E = OVER 1 ACRE	HARRINGTON COURT 25542	EDWARD L WISEMAN	25542 HARRINGTON COURT	LAGUNA HILLS	CA	92653		
627-561-19	C = 15,001 - 30,000 SQ. FT.	HARRINGTON COURT 25552	JOSEPH E WEISZ	25552 HARRINGTON COURT	LAGUNA HILLS	CA	92653		
627-571-01	D = 30,001 - 43,560 SQ. FT.	NOTTINGHAM COURT 25425	ANTHONY & KRISTIN GRILLI	25425 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653		
627-571-02	C = 15,001 - 30,000 SQ. FT.	NOTTINGHAM COURT 25441	DENNIS L MANDELL	275 DEER CT	INCLINE VILLAGE	NV	89451		
627-571-03	C = 15,001 - 30,000 SQ. FT.	NOTTINGHAM COURT 25461	RAYMOND A SIMONCELLI	25461 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653		
627-571-04	C = 15,001 - 30,000 SQ. FT.	NOTTINGHAM COURT 25481	TIMOTHY & LORI J DEAL	25481 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653		
627-571-05	C = 15,001 - 30,000 SQ. FT.	NOTTINGHAM COURT 25505	RICHARD M KIRAL	25505 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653		
627-571-06	C = 15,001 - 30,000 SQ. FT.	NOTTINGHAM COURT 25515	TIMOTHY R GALLAGHER	25515 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653		
627-571-07	C = 15,001 - 30,000 SQ. FT.	NOTTINGHAM COURT 25545	MICHAEL SHANNON THEE	25545 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653		
627-572-02		25422 NOTTINGHAM	JOHN ARMSTRONG	25422 NOTTINGHAM	LAGUNA HILLS	CA	92653	OCFA	
627-572-03		25432 NOTTINGHAM	Sohail Nakhaie	25432 NOTTINGHAM	LAGUNA HILLS	CA	92653	OCFA	
627-572-04		25442 NOTTINGHAM	John Abbate	25442 NOTTINGHAM	LAGUNA HILLS	CA	92653	OCFA	
627-572-05		25462 NOTTINGHAM	Christine Willett	25462 NOTTINGHAM	LAGUNA HILLS	CA	92653	OCFA	
627-572-06		25472 NOTTINGHAM	James Hawley	25472 NOTTINGHAM	LAGUNA HILLS	CA	92653	OCFA	
627-572-16		NOTTINGHAM COURT 25572	TRANG LE	25572 NOTTINGHAM	LAGUNA HILLS	CA	92653		
627-661-37		HILLSIDE OPEN SPACE	MOULTON RANCH III	29 TECHNOLOGY DRIVE SUITE B-100	IRVINE	CA	92618	JOHN MULLER	
627-671-01		HILLSIDE OPEN SPACE	MOULTON RANCH III	29 TECHNOLOGY DRIVE SUITE B-100	IRVINE	CA	92618	JOHN MULLER	
627-711-03		HILLSIDE OPEN SPACE	MOULTON RANCH III HOA	701 S. PARKER SUITE 1600	ORANGE	CA	92868	JOHN MULLER	
634-131-10		HILLSIDE SLOPE NORTH SIDE	VILLA SOLANA APARTMENTS	26033 MOULTON PARKWAY	LAGUNA HILLS	CA	92653	PROPERTY MANAGER	
634-131-12		HILLSIDE SLOPE NORTHEAST SIDE	VILLA SOLANA APARTMENTS	26033 MOULTON PARKWAY	LAGUNA HILLS	CA	92653	PROPERTY MANAGER	
634-131-14		HILLSIDE SLOPE WEST SIDE	VILLA SOLANA APARTMENTS	26033 MOULTON PARKWAY	LAGUNA HILLS	CA	92653	PROPERTY MANAGER	
634-131-18		OPEN SPACE	COUNTY OF ORANGE	P.O. BOX 4048	SANTA ANA	CA	92702		
634-131-23		ALICIA CREEK	ALICIA CREEK TRUST	600 B ST. SUITE 700	SAN DIEGO	CA	92101		
636-061-15		CORRIDOR	CALTRANS DISTRICT 12	3337 MICHELSON DRIVE, SUITE C N 380	IRVINE	CA	92612-8894	RIGHT OF WAY SECTION	
636-091-02	D = 30,001 - 43,560 SQ. FT.	DEPUTY CIRCLE 27602	DAVID HOLLANDER	27602 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653		
636-091-03	D = 30,001 - 43,560 SQ. FT.	DEPUTY CIRCLE 27592	THOMAS R PECK	27592 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653		
636-091-04	E = OVER 1 ACRE	DEPUTY CIRCLE 27572	JOHN BARRON	27572 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653		
636-091-05	E = OVER 1 ACRE	DEPUTY CIRCLE 27566	SAEED BEKAM	27566 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653		
636-091-06		DEPUTY CIRCLE 27562	BRUCE SAMUELSON	27562 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653		
636-091-07	D = 30,001 - 43,560 SQ. FT.	DILLON ROAD 25746	DOUGLAS E CASEY	25746 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-08	D = 30,001 - 43,560 SQ. FT.	DILLON ROAD 25752	FELIPE ANGEL	25752 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-09	D = 30,001 - 43,560 SQ. FT.	DILLON ROAD 25762	MOKHTAR RAMADAN	25762 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-10	D = 30,001 - 43,560 SQ. FT.	DILLON ROAD 25772	KHALED OBEID	25772 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-11		DILLON ROAD 25782	GREG BROWN	25782 DILLON ROAD					
636-091-13	E = OVER 1 ACRE	DILLON ROAD 25795	ROSALVA MARTINEZ GARCIA	25795 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-14	E = OVER 1 ACRE	DILLON ROAD 25791	ROSALVA MARTINEZ GARCIA	27119 PACIFIC TERRACE DRIVE	MISSION VIEJO	CA	92692		
636-091-15	E = OVER 1 ACRE	DILLON ROAD 25781	EDWARD L TR CASTILLO	25781 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-16	D = 30,001 - 43,560 SQ. FT.	DILLON ROAD 25771	HAYDER KUBA	25771 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-17	D = 30,001 - 43,560 SQ. FT.	DILLON ROAD 25761	RICHARD B ANDRADE	25761 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-18	D = 30,001 - 43,560 SQ. FT.	DILLON ROAD 25751	JOHN STAPLES	25751 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-20	D = 30,001 - 43,560 SQ. FT.	DEPUTY CIRCLE 27622	SHU - MING HSU	27622 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653		
636-111-03		BOOTHILL COURT 27521	EILEEN GARRIGAN	27521 BOOTHILL COURT	LAGUNA HILLS	CA	92653		
636-111-04	D = 30,001 - 43,560 SQ. FT.	BOOTHILL COURT 27541	KYLE R TOLLY	27541 BOOTHILL COURT	LAGUNA HILLS	CA	92653		
636-123-02	E = OVER 1 ACRE	PINTO COURT 25671	JOSEPH W FAVELA	#2 TRESTLES	LAGUNA NIGUEL	CA	92677		
636-132-01	B = 7,501 - 15,000 SQ. FT.	SUNDOWNER DRIVE 27192	JOHN STECHERT	27192 SUNDOWNER DRIVE	LAGUNA HILLS	CA	92653		
636-132-02	B = 7,501 - 15,000 SQ. FT.	SUNDOWNER DRIVE 27212	S & J TANNER-HARRISON-AYERS	27212 SUNDOWNER DRIVE	LAGUNA HILLS	CA	92653		
636-132-05	D = 30,001 - 43,560 SQ. FT.	RAPID FALLS ROAD 25901	RUDY LEKARCZYK	25901 RAPID FALLS ROAD	LAGUNA HILLS	CA	92653		
636-132-06	D = 30,001 - 43,560 SQ. FT.	RAPID FALLS ROAD 25911	NEVILLE JE HARAJAH	25911 RAPID FALLS ROAD	LAGUNA HILLS	CA	92653		
636-132-08	E = OVER 1 ACRE	RAPID FALLS ROAD 25941	LOUBNA KAMEL HIAZI	28235 LA BAJADA	LAGUNA NIGUEL	CA	92677		
636-141-04	C = 15,001 - 30,000 SQ. FT.	RODEO CIRCLE 25496	ROBERT FOSTER	25496 RODEO CIRCLE	LAGUNA HILLS	CA	92653		
636-141-05	C = 15,001 - 30,000 SQ. FT.	RODEO CIRCLE 25502	MARVIN WINKLER	10866 WILSHIRE BLVD. 10TH	LOS ANGELES	CA	90024		
636-141-07		RODEO CIRCLE 25495	HENNINGS PROPERTIES LLC	28241 CROWN VALLEY PARKWAY F-622	LAGUNA NIGUEL	CA	92677		
636-141-20		LOST TRAIL 27565	THOMAS VELLING	27565 LOST TRAIL	LAGUNA HILLS	CA	92653		
636-151-03	D = 30,001 - 43,560 SQ. FT.	LONE PINE CIRCLE 25526	CAROLYN TSAI	25526 LONE PINE CIRCLE	LAGUNA HILLS	CA	92653		
636-151-04	E = OVER 1 ACRE	LONE PINE CIRCLE 25532	KENNETH BURKE	25532 LONE PINE CIRCLE	LAGUNA HILLS	CA	92653		
636-151-08	D = 30,001 - 43,560 SQ. FT.	LONE PINE CIRCLE 25501	SIMON AKHAVEN	25501 LONE PINE CIRCLE	LAGUNA HILLS	CA	92653		
636-171-04	E = OVER 1 ACRE	STAGEWOOD COURT 27205	DANIEL P DI SANTO	27205 STAGEWOOD COURT	LAGUNA HILLS	CA	92653		
636-171-05	E = OVER 1 ACRE	STAGEWOOD COURT 27206	GREGORY LOUCHART	27206 STAGEWOOD COURT	LAGUNA HILLS	CA	92653		
636-171-09	C = 15,001 - 30,000 SQ. FT.	STAGELINE DRIVE 25261	DAVID LOWRIE	25261 STAGELINE DRIVE	LAGUNA HILLS	CA	92653		

2015 WEED ABATMENT LIST

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APN	LOT SIZE	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP	ATTENTION	LOT SIZE
636-171-10	C = 15,001 - 30,000 SQ. FT.	STAGELINE DRIVE 25291	RICHARD CALANDRO	P.O. BOX 3045	LAGUNA HILLS	CA	92654		
636-171-11	C = 15,001 - 30,000 SQ. FT.	STAGELINE DRIVE 25321	LAURENCE ROBERT	25321 STAGELINE DRIVE	LAGUNA HILLS	CA	92653		
636-171-12	C = 15,001 - 30,000 SQ. FT.	STAGELINE DRIVE 25341	GEORGE N HAYEK	25341 STAGELINE DRIVE	LAGUNA HILLS	CA	92653		
636-171-13	C = 15,001 - 30,000 SQ. FT.	STAGELINE DRIVE 25355	JAMES A TR STANFIELD	25355 STAGELINE DRIVE	LAGUNA HILLS	CA	92653		
636-171-14	C = 15,001 - 30,000 SQ. FT.	STAGELINE DRIVE 25361	BRADLEY H ELLIS	25361 STAGELINE DRIVE	LAGUNA HILLS	CA	92653		
636-182-04	D = 30,001 - 43,560 SQ. FT.	STAGELINE DRIVE 25151	DENNY W STEELE	25151 STAGELINE DRIVE	LAGUNA HILLS	CA	92653		
636-183-05	C = 15,001 - 30,000 SQ. FT.	STAGELINE DRIVE 25182	RANDALL S SUCAMELE	25182 STAGELINE DRIVE	LAGUNA HILLS	CA	92653		
636-211-05	D = 30,001 - 43,560 SQ. FT.	DEPUTY CIRCLE 27702	SAMUEL LA ROSA	8271 W. ARGYLE STREET	NORRIDGE	IL	60706		
636-321-04	C = 15,001 - 30,000 SQ. FT.	WESTRIDGE LANE 27172	JAMES PETTY JOHN	27172 WESTRIDGE LANE	LAGUNA HILLS	CA	92653		
636-321-05	C = 15,001 - 30,000 SQ. FT.	WESTRIDGE LANE 27182	KEVIN & REBECCA BARNARD	27182 WESTRIDGE LANE	LAGUNA HILLS	CA	92653		
636-321-07	C = 15,001 - 30,000 SQ. FT.	WESTRIDGE LANE 27212	ANTHONY RAVLICH	27212 WESTRIDGE LANE	LAGUNA HILLS	CA	92653		
636-321-08	C = 15,001 - 30,000 SQ. FT.	WESTRIDGE LANE 27226	HARBAHAR D FAMILY TRUST	24461 MANDEVILLE DR	LAGUNA HILLS	CA	92653		
636-321-09	C = 15,001 - 30,000 SQ. FT.	WESTRIDGE LANE 27236	MIN-YING TSENG	27236 WESTRIDGE LANE	LAGUNA HILLS	CA	92653		
636-321-11	D = 30,001 - 43,560 SQ. FT.	WESTRIDGE LANE 27266	PETER BURKHARD	27266 WESTRIDGE LANE	LAGUNA HILLS	CA	92653		
636-321-12	D = 30,001 - 43,560 SQ. FT.	WESTRIDGE LANE 27282	MATTHEW VUJOVICH	27282 WESTRIDGE LANE	LAGUNA HILLS	CA	92653		
636-321-13	E = OVER 1 ACRE	WESTRIDGE LANE 27292	FRANCIS CARDONE	27292 WESTRIDGE LANE	LAGUNA HILLS	CA	92653		
636-321-15	C = 15,001 - 30,000 SQ. FT.	SANDRIDGE LANE 24961	LARSEN TRUST	24961 SANDRIDGE CIRCLE	LAGUNA HILLS	CA	92653		
636-321-16	D = 30,001 - 43,560 SQ. FT.	SANDRIDGE CIRCLE 24971	FONG FU CHANG	24971 SANDRIDGE CIRCLE	LAGUNA HILLS	CA	92653		
636-321-17	C = 15,001 - 30,000 SQ. FT.	SANDRIDGE CIRCLE 24972	ELLEN STUEBER	24972 SANDRIDGE CIRCLE	LAGUNA HILLS	CA	92653		
636-331-02		LOST COLT DRIVE 27341	GLEN SHULMAN	27341 LOST COLT DR	LAGUNA HILLS	CA	92653		
636-331-03	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27371	HERBERT JOSEPHER	27371 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		
636-332-09	D = 30,001 - 43,560 SQ. FT.	MAVERICK CIRCLE 27472	WILLIAM ENHOLM	27472 MAVERICK CIRCLE	LAGUNA HILLS	CA	92653		
636-341-08	C = 15,001 - 30,000 SQ. FT.	DERBYHILL DRIVE 25322	AFSHIN MONTAZ	25322 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653		
636-341-09	D = 30,001 - 43,560 SQ. FT.	DERBYHILL DRIVE 25302	DAVID P REED	25302 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653		
636-341-10	C = 15,001 - 30,000 SQ. FT.	DERBYHILL DRIVE 25282	RICHARD ROBERTS	25282 DERBY HILL DRIVE	LAGUNA HILLS	CA	92653		
636-341-11	C = 15,001 - 30,000 SQ. FT.	DERBYHILL DRIVE 25272	CHARLES GRANVILLE	25272 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653		
636-341-12	C = 15,001 - 30,000 SQ. FT.	DERBYHILL DRIVE 25252	JAMES DALE MILLER	25252 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653		
636-341-15	C = 15,001 - 30,000 SQ. FT.	DERBYHILL DRIVE 25212	ANTHONY J JR D' AMATO	25212 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653		
636-341-16	E = OVER 1 ACRE	DERBYHILL DRIVE 25201	JERRY A DENHAM	25201 DERBY HILL DRIVE	LAGUNA HILLS	CA	92653		
636-341-27	B = 7,501 - 15,000 SQ. FT.	DERBYHILL DRIVE 25391	JOHN ALDRIDGE	25391 DERBYHILL DR	LAGUNA HILLS	CA	92653		
636-341-51		DERBYHILL DRIVE 25342	MICHAEL TIDUS	25342 DERBYHILL DR	LAGUNA HILLS	CA	92653		
636-342-02	D = 30,001 - 43,560 SQ. FT.	HIDDEN TRAIL ROAD 27462	KIUMARS REZA	27462 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		
636-342-03	D = 30,001 - 43,560 SQ. FT.	HIDDEN TRAIL ROAD 27472	RICHARD BEATTIE	27472 HIDDEN TRAIL RD.	LAGUNA HILLS	CA	92653		
636-342-04	D = 30,001 - 43,560 SQ. FT.	HIDDEN TRAIL ROAD 27492	RASHTCHI FAMILY TRUST	27492 HIDDEN TRAIL	LAGUNA HILLS	CA	92653		
636-342-05	D = 30,001 - 43,560 SQ. FT.	HIDDEN TRAIL ROAD 27502	SALEEM S NABER	2809 ALTIVO PLACE	FULLERTON	CA	92835		
636-351-04	E = OVER 1 ACRE	ROCKRIDGE ROAD 25142	VIEJO PETROLEUM	25146 ROCKRIDGE RD	LAGUNA HILLS	CA	92653		
636-351-09	C = 15,001 - 30,000 SQ. FT.	ROCKRIDGE ROAD 25191	GEORGE Y L HUANG	18 SAIL VIS	NEWPORT BEACH	CA	92657		
636-351-10	C = 15,001 - 30,000 SQ. FT.	ROCKRIDGE ROAD 25211	GEORGE Y L HUANG, OWNER OF 25211 ROCKR	25191 ROCKRIDGE ROAD	LAGUNA HILLS	CA	92653		
636-351-19		ABILENE COURT 25282	ARNOLD D. PURISCH	25282 ABILENE COURT	LAGUNA HILLS	CA	92653		
636-351-20		ABILENE COURT 25281	SPELLENS FAMILY TRUST	25281 ABILENE COURT	LAGUNA HILLS	CA	92653		
636-351-21		ABILENE COURT 25291	ABILENE COURT RESIDENCE LLC	15 ENTERPRISE 550	ALISO VIEJO	CA	92656		
636-351-22	C = 15,001 - 30,000 SQ. FT.	ABILENE COURT 25311	E SCOTT MEDLING	25311 ABILENE	LAGUNA HILLS	CA	92653		
636-361-02	C = 15,001 - 30,000 SQ. FT.	FARGO ROAD 27605	BRET JOHNSON	27605 FARGO ROAD	LAGUNA HILLS	CA	92653		
636-361-03	D = 30,001 - 43,560 SQ. FT.	FARGO ROAD 27621	MEHDI KOHNECHI	27621 FARGO ROAD	LAGUNA HILLS	CA	92653		
636-371-08	C = 15,001 - 30,000 SQ. FT.	GOLD DUST LANE 27642	ROBERT J DOERFLER	27642 GOLD DUST LANE	LAGUNA HILLS	CA	92653		
636-372-04	C = 15,001 - 30,000 SQ. FT.	GOLD DUST LANE 27611	CARL SAMUEL	27611 GOLD DUST LANE	LAGUNA HILLS	CA	92653		
636-372-06	C = 15,001 - 30,000 SQ. FT.	GOLD DUST LANE 27641	CORMIE TRUST	27641 GOLD DUST LANE	LAGUNA HILLS	CA	92653		
636-381-01	C = 15,001 - 30,000 SQ. FT.	HIDDEN TRAIL ROAD 27662	SAMUEL L WONG	27662 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		
636-381-02	C = 15,001 - 30,000 SQ. FT.	HIDDEN TRAIL ROAD 27672	CARL CHIMES	27672 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		
636-381-04	C = 15,001 - 30,000 SQ. FT.	HIDDEN TRAIL ROAD 27712	MARK BURKHARDT	27712 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		
636-381-09	D = 30,001 - 43,560 SQ. FT.	GOLD DUST LANE 27701	DOO GI CHO	27701 GOLD DUST LN.	LAGUNA HILLS	CA	92653		
636-381-11	C = 15,001 - 30,000 SQ. FT.	GOLD DUST LANE 27671	HOUSHANG ESFAHANI	27671 GOLD DUST LANE	LAGUNA HILLS	CA	92653		
636-382-05	B = 7,501 - 15,000 SQ. FT.	HIDDEN TRAIL ROAD 27745	MAURICIO CABRERA	27745 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		
636-391-02	D = 30,001 - 43,560 SQ. FT.	GOLD DUST LANE 27682	JON S & LINDA M SHIMAZAKI	27682 GOLD DUST LANE	LAGUNA HILLS	CA	92653		
636-391-07		HIDDEN TRAIL ROAD 27792	RICHARD NOLAN	27792 HIDDEN TRAIL	LAGUNA HILLS	CA	92653		
636-391-11	C = 15,001 - 30,000 SQ. FT.	GREENFIELD DRIVE 27692	TZE IP	27692 GREENFIELD DRIVE	LAGUNA HILLS	CA	92653		
636-391-15	D = 30,001 - 43,560 SQ. FT.	GREENFIELD DRIVE 27752	SHAHEN BAKHTIAR	28241 CROWN VALLEY PARKWAY 207	LAGUNA NIGUEL	CA	92677		
636-391-16	E = OVER 1 ACRE	GREENFIELD DRIVE 27766	JAFAR SALAMAT	13701 PLANTATION WAY	EDMOND	OK	73013		
636-391-17	E = OVER 1 ACRE	GREENFIELD 27782	PETAS FAMILY TRUST	27782 GREENFIELD DRIVE	LAGUNA HILLS	CA	92653		
636-622-60	E = OVER 1 ACRE	CORRIDOR	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DR	LAGUNA HILLS	CA	92653		

April 30, 2015

«FULL_NAME»
«MAILING_ADDRESS»
«CITY», «STATE» «ZIP»

SUBJECT: NOTICE TO DESTROY WEEDS AT ASSESSOR'S PARCEL NUMBER, «APN», «LOT_ADDRESS»

Dear Property Owner:

The City of Laguna Hills requests your assistance in reducing potential fire hazards in our community. A recent inspection of open space areas revealed that the property described by the above Assessor's Parcel Number may have vegetation (grass, weeds, brush, trees) or litter upon it, which may contribute to a hazardous fire condition. As the owner, the condition of the property is your responsibility.

The City is required to follow State law to make sure that a weed abatement program is implemented. In this regard, the required official notice to destroy weeds and remove rubbish and refuse is provided on the back of this letter. It is important to note that after June 2, 2015, property not cleared and maintained by the owner is subject to being cleared by City contracted crews when manpower and equipment are available. The charges for clearing and a \$352 administrative fee will be added to the owner's property tax statement.

THIS IS THE ONLY NOTIFICATION YOU WILL RECEIVE. Please note that if you are no longer the owner of this property, you are required by law to disclose the contents of this notice to the new owner. This disclosure must be made through escrow or by notifying this office of the new owner's name and address. Failure to properly notify the new owner may result in you being liable for charges assessed to the property.

Please refer to the enclosed information sheets that contain general information about the City's Weed Abatement Program, location of the nearest County landfill, and a list of clearing contractors for your use.

Please note that there currently may or may not be vegetation on the subject parcel which may contribute to a hazardous fire condition, however there is a potential for growth as we approach the fire season.

Property cleared and maintained free of flammable vegetation or litter is not subject to further action by this Department. Regrowth of vegetation as a result of a late rainfall may necessitate additional clearing. Property not maintained in a fire safe condition may be cleared by the City without further notice.

Please note that disking operations on steep hillsides will not be considered an appropriate weed abatement measure because of dust generation & erosion issues associated with this process. Please use alternative methods for clearing weeds from your hillside such as mowing, that are in compliance with the City's clearing requirements.

Your cooperation in doing the exterior hazard cleanup, either through your efforts or done by someone you hire, will greatly aid your fire service. With your help, we have a better chance to protect homes and improvements and keep damage to a minimum if a wildfire does sweep the area.

For further information, or if you have made permanent improvements to the subject property and feel that you should be removed from our mailing list, you may call **(949) 707-2657** Monday through Friday, or you may email staff at hjaved@ci.laguna-hills.ca.us.

Sincerely,



Kenneth H. Rosenfield, P.E.
Director of Public Services/City Engineer

NOTICE TO DESTROY WEEDS AND REMOVE RUBBISH AND REFUSE

Notice is hereby given that on the 28th day of April, 2015 the City of Laguna Hills City Council passed a Resolution declaring that noxious or dangerous weeds were growing upon or in front of the property on certain streets (or roads) in the City of Laguna Hills and that rubbish, refuse and dirt were upon or in front of the property on certain streets (or roads) in the City of Laguna Hills, including this property as more particularly described in said Resolution, and that the same constitutes a public nuisance which must be abated by the removal of the weeds, rubbish, refuse and dirt. Otherwise they will be removed and the nuisance will be abated by City of Laguna Hills authorities, in which case the cost of such removal shall be assessed upon the lots and lands from which or in front of which such weeds are removed and such cost will constitute a lien upon such lots and lands until paid. Reference is hereby made to the Resolution for further particulars. A copy of said Resolution is on file in the office of the City Clerk.

All property owners having objection to the proposed removal of such weeds are hereby notified to attend a Public Hearing before the City Council of the City of Laguna Hills scheduled for May 26, 2015, at 24035 El Toro Road, Laguna Hills, California 92653 beginning at 7:00 P.M., when their objections will be heard and given due consideration. If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City of Laguna Hills at, or prior to, the Public Hearing.

Dated this 30th day of April, 2015.



By Kenneth H. Rosenfield, Director of Public Services/City Engineer

CITY OF LAGUNA HILLS WEED ABATEMENT SUPPLEMENTAL GUIDELINES

Dear Property Owner:

The City of Laguna Hills conducts an annual weed abatement program designed to reduce fire hazards during the summer season. This year, the program is scheduled to commence in early March. The weed abatement program is done in accordance with Government Code Section 39560, et seq., and the Orange County Fire Authority standards.

Typically, in March of every year, the City's Public Services Department performs a limited "pre-canvassing" of private properties to identify properties, which have weeds or other noxious plants upon them that may pose a fire hazard during the fire season. In April, the Department sends a letter and a "Notice to Destroy Weeds" to property owners for properties that have historically been known to have weeds on them or were observed to have weeds on them during the pre-canvassing; therefore, not every property owner will receive a notice. The letters are sent to the property owners' last known address as reported by the County of Orange Tax Assessor's Office advising the owner to clear all weeds or noxious materials from their property before a pre-determined date. Those property owners that have not performed the weed abatement as required are subject to the City's contractor removing the weeds at the expense of the property owner.

The list of fire prone plant species (on the next page) within this document will be provided to owners that receive notices from the Department. Weeds identified in the list as well as any dead, overgrown, or dried out vegetation, plants, and trees must be removed within 100 feet of any structure. Please note that the 100-foot clearance also includes distances to those structures that may be located on a neighbor's property. The Public Services Department considers a structure to be an inhabitable building, such as a house, or any building that houses animals and any building that stores real property, such as a garage or storage shed.

The City wishes to avoid clearing weeds and noxious materials on private property and billing the property owner for this work; therefore, the best way to avoid this process is to clear the weeds out before the deadline stated in the official notice. Please be reminded that persons who receive a Notice to Destroy Weeds and who are not the current property owner of the property in question MUST contact the City of Laguna Hills promptly at (949) 707-2657 or the person may be required to pay for any clearing work on the property done by the City, if applicable.

The City of Laguna Hills wishes to thank you for your cooperation in making our community a safer place to live and work. If you have any questions about the City's weed abatement program, please call Humza Javed, Associate Civil Engineer, at (949) 707-2657.

Sincerely,



Humza Javed, P.E.
City of Laguna Hills

FIRE PRONE PLANT SPECIES

Certain plants are considered to be undesirable in the landscape due to characteristics that make them highly flammable. These characteristics can either be physical or chemical. Physical properties that would contribute to high flammability include large amounts of dead material retained within the plant, rough or peeling bark, and the production of copious amounts of litter. Chemical properties include the presence of volatile substances such as oils, resins, wax, and pitch. Certain native plants are notorious for containing these volatile substances.

Plants with these characteristics should not be planted or maintained on private property or hillsides. Should these species already exist on your property, they shall be removed within 100 feet of any structure. The Public Services Department considers a structure to be an inhabitable building, such as a house, or any building that houses animals and any building that stores real property, such as a garage or storage shed.

These plants are referred to as “target species” since their complete removal is a critical part of fire hazard reduction. These fire-prone plant species are (but not limited to):

<u>Botanical Name</u>	<u>Common Name</u>
Cynara Cardunculus.....	Artichoke Thistle
Ricinus Communis.....	Castor Bean Plant
Cirsium Vulgare.....	Wild Artichoke
Brassica Nigra.....	Black Mustard
Silybrum Marianum.....	Milk Thistle
Sacsola Austails.....	Russian Thistle/Tumblewood
Nicotiana Bigelevil.....	Indian Tobacco
Nicotiana Glauca.....	Tree Tobacco
Lactuca Serriola.....	Prickly Lettuce
Conyza Canadensis.....	Horseweed
Heterothaca Grandiflora.....	Telegraph Plant
Anthemix Cotula.....	Mayweed
Urtica Urens.....	Burning Nettle
Cardaria Draba.....	Noary Cress, Perennial Peppergrass
Brassica Rapa.....	Wild Turnip, Yellow / Field Mustard
Adenostoma Fasciculatum.....	Chamise
Adenostoma Sparsifolium.....	Red Shanks, Ribbon Bush
Cortaderia Selloana.....	Pampas Grass
Artemisia Californica.....	California Sagebrush
Eriogonum Fasciculatum.....	Common Buckwheat
Salvia Mellifera.....	Black Sage

Property owners shall also remove **ALL** dead, overgrown, or dried out vegetation, plants, and trees within 100 feet of any structure.

Please view typical photographs of these weeds by accessing the City’s website at www.ci.laguna-hills.ca.us – *Forms Documents and Maps - Weed Abatement Guidelines*

HAZARD REDUCTION PRIVATE CONTRACTORS

Stewart and Associates
1000 Calle Negocio
San Clemente, CA 92673
949 498 9250

Specialty Mowing Service
Larger Commercial Lots
Vertical & Flat Mowing, & Handwork
760-728-1591
800-662-3726

Natures Image
Dan Slinger
Handwork, Tractor, Discing, & Spraying
949-454-1225
949-454-1215 (Fax)

Boyce Munoz
Landscape Systems
Handwork, Discing
714-742-7843 (Cell)
949-388-4938 (Fax)

Nieves Landscape, Inc.
Tractor, Mowing & Handwork
714-641-3071

Choice Landscape & Maintenance
Seok Chweh
Mowing, Trimming & Handwork
949-212-0070

Spectrum Care
Tractor, Mowing & Handwork
949-454-6900

Ace Weed Abatement, Inc.
Tractor, Mowing & Handwork
951-243-9809

Igi's Landscape Services
Tractor, Mowing & Handwork
714-418-1667

THIS LIST IS PRESENTED AS A CONVENIENCE TO
THE PUBLIC. IT IS A PARTIAL LIST AND SHOULD NOT
BE CONSIDERED AN ENDORSEMENT BY THE CITY
OF LAGUNA HILLS.

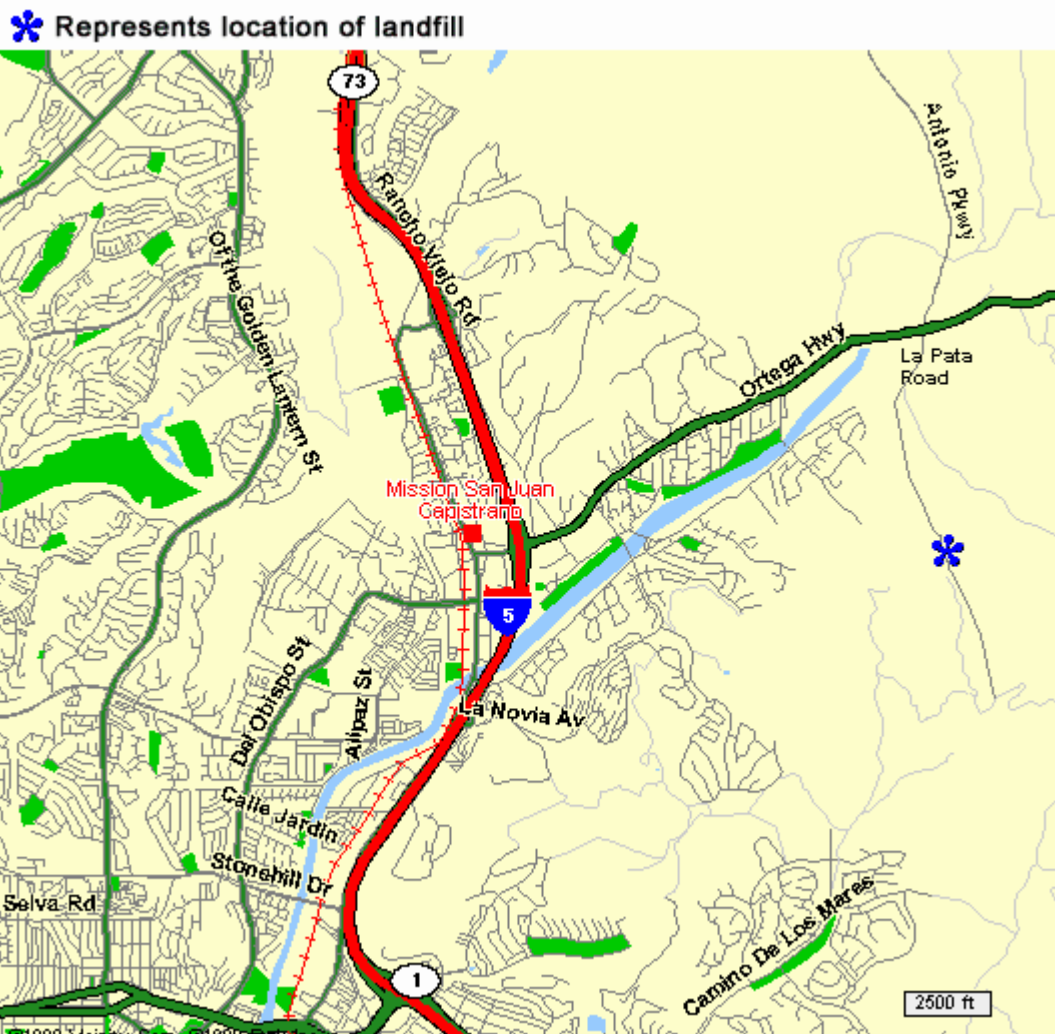
LOCATION OF NEAREST COUNTY LANDFILL:

PRIMA DESHECHA LANDFILL
32250 La Pata Avenue
San Juan Capistrano, CA 92075
County Landfills Information Number: (714) 834-4000

OPERATING HOURS

Monday through Saturday, 7 a.m. to 4 p.m. for all customers
Commercial Trucks and Dump Trucks ONLY from 4 p.m. to 5 p.m.

LOCATION MAP





City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: APRIL 28, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD J. WHITE,
ASSISTANT CITY MANAGER**

**ISSUE: THIRD QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL
YEAR 2014/15**

**RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE
REPORT.**

SUMMARY:

Attached to this report is a pamphlet entitled "City of Laguna Hills Quarterly Financial Highlights, Third Quarter, Fiscal Year 2014/15." The information presented in the pamphlet provides the City Council and City management with the results of the City's financial operations for the quarter ended March 31, 2015. The total fund balance at the end of the third quarter for all governmental funds is \$8,697,450. The report states that there are no material deviations or significant variances to report at this time, with the exception of the revenues related to the Oakbrook Village Renovation Project and contributions made and received in relation to the Laguna Hills High School athletic field turf renovation project. The Quarterly Financial Highlights also contains a condensed Treasurer's Investment Report, as of March 31, 2015, on page 6. The City's total portfolio of \$9,159,630, as of March 31, 2015, is invested in authorized securities. The City's investment policy approved by City Council resolution is the prevailing guideline in managing investments.

ATTACHMENTS:

- City of Laguna Hills Quarterly Financial Highlights
3rd Quarter FY 2014/15



CITY OF LAGUNA HILLS

Quarterly Financial Highlights

Third Quarter, Fiscal Year 2014/15

Honorable Mayor and City Council Members:

The following unaudited financial information summarizes the City's overall financial position for the current fiscal year through March 31, 2015. A Summary of Funding Sources and Uses for the nine months ended March 31, 2015 is presented in the following table:

Summary of Funding Sources & Uses For the 9 months ended March 31, 2015

	YTD Actual (million)	Budget (million)	YTD % of Budget
<i>Funding Sources</i>	\$ 16.0	\$ 23.7	68%
<i>Funding Uses</i>	17.6	23.8	74%
<i>Net Change</i>	\$ (1.5)	(\$.1)	

REPORT VARIANCES

The Comparative Statement of Operations for Governmental Funds, on page 3, shows the detail of the YTD Actual in relation to the budget. There are a number of revenue and expenditures items that would show significant deviation if the straight-line comparison was applied. In this approach, one would expect most line items to approximate 75% of budget by the end of the third quarter. However, several revenue and expenditure items do not follow this straight-line method and are received or expended unevenly over the course of the year. Government Accounting Standards Board (GASB) Statement No. 33 establishes the timing of recognition of non-exchange transactions, such as "derived tax revenue" and "imposed non-exchange revenues". In compliance with GASB No. 33, revenues from non-exchange transactions, such as property and sales tax, received in the first two months of this fiscal year were accrued in the prior fiscal year. There are also certain expenditures, such as annual insurance premiums, that are expended in full during the first part of the fiscal year. Thus, the YTD as a percentage of budget shown in this report does not necessarily indicate material deviations or budget variances. With this perspective in mind, staff has determined that there are no material budget variances to report at this time, with the exception of public art fees received related to the Oakbrook Village Renovation Project and contributions made and energy efficiency rebates received in relation to the Laguna Hills High School athletic field synthetic turf improvement project.

FUND BALANCE

Included in this pamphlet, on page 5, is a report on the City's Fund Balance as of March 31, 2015. City-managed short-term idle funds, as well as bond funds, are invested in approved securities. An abridged balance sheet, which itemizes the City's assets and liabilities, is included on page 4.

Continued on page 2

Funding Sources

The City's total funding sources comprise of general fund revenues, special fund revenues, and other financing sources. At the end of the third quarter, total funding sources were approximately \$16 million, or 68% of budget.

GENERAL FUND REVENUES

General Fund Revenues are utilized primarily to finance the City's general governmental activities. At quarter end, general fund revenues totaled \$11,460,765 or 59% of budget. Receipts of Property Tax came in at \$5,347,191 or 58% of budget. Intergovernmental Revenues, which includes sales tax revenue, were \$3,281,987, or 58% of budget. The recording of these revenue sources comply with GASB 33 which addresses the timing of recognition of nonexchange transactions, e.g. taxes and fines. Franchise fees from utility companies and transient occupancy tax comprise Franchise Taxes, which came in at 48% of budget. These receipts lag at least a quarter and no accrual was made at quarter end. Revenues from Licenses & Permits, \$859,453, and Charges for Services, \$589,182, are dependent upon development activities and came in at 88% and 63% of budget respectively. This upswing in Licenses & Permits is primarily due to the Oakbrook Village Renovation Project. Fines and Forfeitures, which includes parking and vehicle fines, ended the quarter at 97% of budget, at \$178,678,

SPECIAL REVENUES AND GRANTS

Many of the Special Revenue funding sources are tied in with the City's Capital Improvement Plan. The receipts of funding sources for certain capital projects typically lag behind the spending on the projects, as the claims are applied for during construction or after project-completion. At the end of the third quarter, special revenues receipts totaled \$4,580,670, or 110% of budget, primarily attributable to the developer fees received from the Oakbrook Village Renovation Project and water efficiency rebates received from Moulton Niguel Water District for the Laguna Hills High School athletic field synthetic turf improvement project.

OTHER FUNDING SOURCES

In accordance with GAAP, not all increases in governmental fund financial resources can be classified as revenue. Certain increases instead are reported as other financing sources, such as sales of general capital assets, proceeds of general long-term debt, and financial inflows from other funds.

Funding Uses

The City's total funding uses consist of the City's Operating Expenditures, outlay for Capital Improvement projects, debt charges and expenditures for grant related programs. At the end of the third quarter, total funding uses were approximately \$17.6 million, which was 74% of the annual budget.

OPERATING EXPENDITURES

At the end of the third quarter, operating expenditures totaled roughly \$12.6 million, which represents 71% of the total operating budget. While the total operating expenditures came in below 75% of budget, the spending levels for City Clerk are slightly higher at 76% of budget.

CAPITAL IMPROVEMENT PLAN

The amended budget of approximately \$4.1 million includes \$1 million in budget carry-overs from the re-appropriation of open capital improvement projects at year-end from the prior fiscal year. These carry-overs are for the Paseo de Valencia Widening Project, Community Center Renovation Project, Sports Complex Renovation Project, Stockport Park Playground Renovation Project, and General Park Renovation Projects.

At the end of the third quarter, total capital expenditures were \$2,472,003, or 60% of budget. The following table lists the City's capital projects by major expenditure categories:

Capital Improvement Program For the 9 Months Ended, March 31, 2015	
Streets, Signals & Lighting	\$ 2,069,887
Flood Control & Water Quality	165,456
Parks	208,652
Public Facilities	16,960
Trails & Open Space	11,048
Total	\$ 2,472,003

OTHER FUNDING USES

The City's other funding uses consist mainly of debt charges and expenditures for grant related programs. At the end of the third quarter, other funding uses totaled roughly \$2.5 million, which is largely due to the debt service payment of \$1,803,528. The \$650,000 in Special Revenue Fund Expenditures represents the City's contribution to the athletic field synthetic turf improvement project at the Laguna Hills High School.

CITY OF LAGUNA HILLS
COMPARATIVE STATEMENT OF OPERATION - GOVERNMENTAL FUNDS
FOR THE 9 MONTHS ENDED, MARCH 31, 2015

	FY 2014/15			FY 2013/14		
	Y-T-D ACTUAL	AMENDED BUDGET	YTD % of BUDGET	Y-T-D ACTUAL	AMENDED BUDGET	YTD % of BUDGET
FUNDING SOURCES						
General Fund Revenues						
Property Taxes	\$ 5,347,191	\$ 9,230,119	58%	\$ 5,108,874	\$ 8,719,005	59%
Intergovernmental Revenues	3,281,987	5,702,540	58%	3,208,938	5,559,000	58%
Franchise Taxes	1,204,274	2,512,545	48%	1,137,860	2,557,080	44%
Licenses and Permits	859,453	975,000	88%	535,817	710,000	75%
Charges for Current Services	589,182	939,930	63%	576,347	944,888	61%
Fines & Forfeitures	178,678	185,000	97%	113,161	325,000	35%
Total General Fund Revenues	<u>11,460,765</u>	<u>19,545,134</u>	59%	<u>10,680,997</u>	<u>18,814,973</u>	57%
Special Revenue Funds						
Gas Tax Fund	553,016	971,993	57%	572,853	987,179	58%
Measure M2 Fair Share	360,737	552,727	65%	398,459	533,235	75%
Measure M - Competitive	-	99,559	0%	-	338,741	0%
AB 2766 Fund	18,330	40,000	46%	18,333	40,000	46%
CDBG	28,160	150,000	19%	83,628	80,000	105%
Developer Traffic Impact Fees	-	-	-	-	-	-
Quimby Act Fees	2,136,288	2,136,288	100%	-	977,000	0%
AB 939 Surcharge Grant	-	-	-	-	3,133	0%
Beverage Recycling Fund	-	19,984	0%	-	44,710	0%
CR&R Recycling Fees	20,000	20,000	100%	20,000	20,000	100%
C&D Forfeited Deposits	25,459	49,583	51%	-	68,450	0%
Senior Mobility Program	24,997	31,500	79%	25,246	31,500	80%
Public Art Fund	320,669	-	-	-	-	-
Grants and Contributions	993,310	-	-	-	418,000	0%
Law Enforcement Grants	99,706	100,000	100%	96,124	100,000	96%
Total Special Revenue Funding	<u>4,580,670</u>	<u>4,171,634</u>	110%	<u>1,214,643</u>	<u>3,641,948</u>	33%
Other Funding Sources						
Interest Income	16,810	20,000	84%	16,282	50,000	33%
Distribution from Enterprise Fund	-	-	-	-	150,000	0%
Total Other Funding Sources	<u>16,810</u>	<u>20,000</u>	84%	<u>16,282</u>	<u>200,000</u>	8%
TOTAL FUNDING SOURCES	<u>\$ 16,058,245</u>	<u>\$ 23,736,768</u>	68%	<u>\$ 11,911,922</u>	<u>\$ 22,656,921</u>	53%
FUNDING USES						
Operating Expenditures						
City Council/Manager	\$ 792,880	1,132,555	70%	\$ 842,265	\$ 1,144,980	74%
City Clerk	270,946	355,196	76%	265,185	363,605	73%
Administrative Services	947,205	1,368,390	69%	963,705	1,388,782	69%
Information Technology	284,354	421,023	68%	201,554	326,829	62%
Community Development	885,776	1,183,253	75%	805,617	1,114,828	72%
Public Services	2,875,140	4,150,871	69%	2,963,554	4,213,571	70%
Community Services	1,291,643	1,770,991	73%	1,290,703	1,789,971	72%
Public Safety	5,222,933	7,229,935	72%	5,031,806	6,984,979	72%
Total Operating Expenditures	<u>12,570,877</u>	<u>17,612,214</u>	71%	<u>12,364,389</u>	<u>17,327,545</u>	71%
Capital Improvement Program	<u>2,472,003</u>	<u>4,097,293</u>	60%	<u>1,795,414</u>	<u>4,207,115</u>	43%
Other Funding Uses						
Debt Charges	1,803,528	1,801,387	100%	1,806,542	1,804,587	100%
Use of Reserves	12,873	87,251	15%	13,212	142,454	9%
Distribution to Enterprise Fund	-	-	-	293,691	-	-
Special Revenue Fund Expenditures						
CDBG Fund Expenditures	28,160	150,000	19%	83,628	80,000	105%
Senior Mobility Program	15,208	31,500	48%	11,730	31,500	37%
Beverage Recycling	-	19,984	0%	18,703	44,710	42%
CR&R Recycling Fund	31,914	20,000	160%	22,159	20,000	111%
Forfeited C&D Deposits	3,396	49,583	7%	8,401	68,450	12%
AB 939 Surcharge Grant	-	-	-	2,841	3,133	91%
Grants & Contributions	650,000	-	-	-	-	-
Law Enforcement Fund Expenditures	400	-	-	2,313	-	-
Total Other Funding Uses	<u>2,545,478</u>	<u>2,159,705</u>	118%	<u>2,263,220</u>	<u>2,194,834</u>	103%
TOTAL FUNDING USES	<u>\$ 17,588,357</u>	<u>\$ 23,869,212</u>	74%	<u>\$ 16,423,023</u>	<u>\$ 23,729,494</u>	69%
NET CHANGE IN FUND BALANCE	<u>\$ (1,530,112)</u>	<u>\$ (132,444)</u>		<u>\$ (4,511,101)</u>	<u>\$ (1,072,573)</u>	

CITY OF LAGUNA HILLS
ABRIDGED BALANCE SHEET - GOVERNMENTAL FUNDS (UNAUDITED)
MARCH 31, 2015

ASSETS

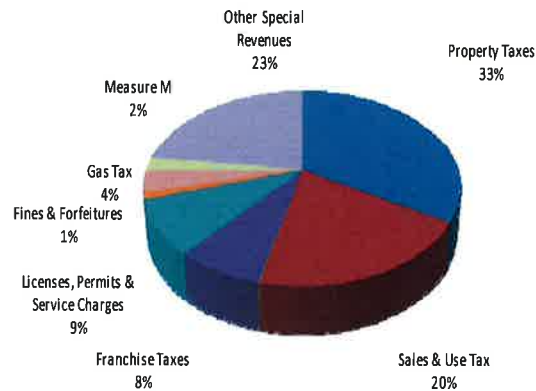
Cash and investments	\$ 9,083,278
Receivables:	
Accounts	68,405
Interest	6,799
Due from other governments	119,034
Prepaid items	<u>47,854</u>
Total assets	\$ <u>9,325,370</u>

LIABILITIES AND FUND BALANCES

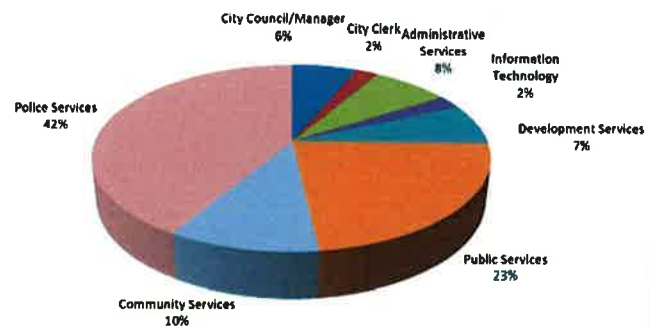
Liabilities:	
Accounts payable	\$ 191,769
Refundable deposits to contractors	410,824
Deferred revenue	9,281
Trust accounts	<u>16,047</u>
Total liabilities	<u>627,920</u>
Fund balances:	<u>8,697,450</u>
Total liabilities and fund balances	\$ <u>9,325,370</u>

REVENUES -

**General Fund &
Special Revenue Funds
FY 2014/15,
As of 03/31/15**



**OPERATING
EXPENDITURES
FY 2014/15,
As of 03/31/15**



CITY OF LAGUNA HILLS**GOVERNMENTAL FUNDS****STATEMENT OF WORKING FUNDS (UNAUDITED)****AS OF MARCH 31, 2015****Fund Balance**

General Fund	\$ 6,327,883
Gas Tax	1,052,250
CARITS	1,076,588
Senior Mobility Program	62,240
Quimby Act Park Impact Fees	(85,741)
Beverage Recycling	34,468
CR&R Recycling	(2,120)
C&D Forfeited Deposits	55,958
AB 939 Surcharge Grant	51
Public Art Fund	(234,920)
Law Enforcement Special Revenue Funds	6,373
Grants & Contributions	126,758
Debt Service	1,807,774
Total Beginning Fund Balance, as of July 1, 2014	10,227,562

Net Change in Fund Balance, as of March 31, 2015	(1,530,112)
--	-------------

Total Fund Balance, as of March 31, 2015	\$ 8,697,450
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Disposition of Working Funds

Total Cash and Demand Deposits	\$ 614,715
Total Investments	8,468,563
Total Cash and Investments (for details see Treasurer's Report)	9,083,278
Receivables Net of Liabilities	(385,829)

Total Fund Balance, as of March 31, 2015	\$ 8,697,450
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The Quarter End Financial Management Report for the Third Quarter of Fiscal Year 2014-15 is hereby submitted. The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. To the best of our knowledge and belief, the above information is reported in a manner that presents fairly the financial position and results of operation of the Governmental Funds of the City of Laguna Hills as of March 31, 2015.

Respectfully submitted,

original signed

Donald J. White
Assistant City Manager

April 21, 2015

Date

TREASURER'S INVESTMENT REPORT - ALL FUNDS (CONDENSED)
FOR THE 3RD QUARTER ENDED MARCH 31, 2015

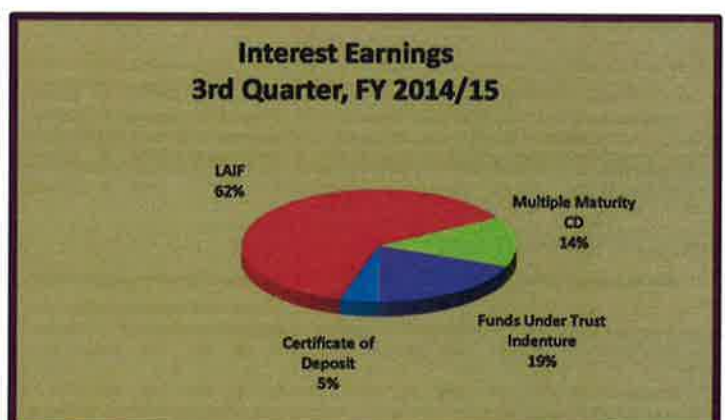
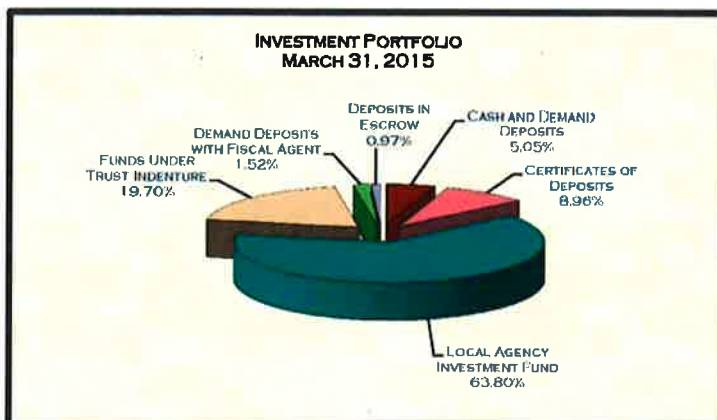
Cash and Investments by Type	3rd Quarter Beginning Book Value	Deposits	Withdrawals	3rd Quarter Ending Book Value	3rd Quarter Interest Income
Cash on Hand	\$ 1,750	\$ -	\$ -	\$ 1,750	\$ -
Demand Deposits	903,712	6,697,166	7,139,614	461,264	-
Certificates of Deposits	750,000	-	-	750,000	280
Multiple Maturity Certificates of Deposits	70,502	-	-	70,502	869
State Treasurer's Investment Fund	5,840,738	3,285	-	5,844,023	3,748
Funds Under Trust Indenture	1,806,683	1,528,048	1,530,694	1,804,038	1,156
Demand Deposits with Fiscal Agent	146,317	334,326	341,581	139,063	-
Deposits in Escrow	134,858	4,092	49,960	88,990	-
TOTAL	\$ 9,654,561	\$ 8,566,918	\$ 9,061,848	\$ 9,159,630	\$ 6,052

The City's investment policy approved by Council resolution is the prevailing guideline in managing investments. Short-term excess cash is currently invested primarily in the Local Agency Investment Fund (LAIF) administered by the State Treasurer. Funds held under trust indenture by The Bank of New York Mellon Trust Company, N.A, is a Reserve Fund established to secure the timely payment of principal and interest represented by the 2010 Refinancing Project bond issues.

The following is the summary of the cash and investments for the 3rd quarter ended March 31, 2015, compared with the same period of the previous fiscal year:

	March 31, 2015	March 31, 2014
Cash on hand	\$ 1,750	\$ 1,750
Pooled Deposits:		
Demand Deposits	600,327	610,869
Certificates of Deposits	820,502	570,502
Total Pooled Deposits	1,420,829	1,181,371
Pooled Investments:		
Local Agency Investment Fund	5,844,023	5,131,456
Restricted Cash and Investments:		
Local Agency Investment Fund	1,801,256	1,805,164
Demand Deposits	91,772	23,157
Total Cash and Investments - Governmental Funds	\$ 9,159,630	\$ 8,142,898

We believe the City's portfolio provides sufficient cash flow liquidity to meet the next six months of the City's projected operating expenditures.





City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: APRIL 28, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD WHITE
ASSISTANT CITY MANAGER

ISSUE: CIVIC CENTER THIRD QUARTER FINANCIAL REPORT FOR FISCAL YEAR 2014/15

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE REPORT.

SUMMARY:

This Civic Center 3rd Quarter Financial Report for FY 2014/2015 is intended to provide the City Council with an overview of the Civic Center leasing operation finances over the January 2015 through March 2015 period. The abridged Balance Sheet and income statement summary for the Laguna Hills Civic Center leasing operation is shown below in Tables 1 & 2. As of March 31, 2015, the balance sheet shows equity of \$17,096,816.

Table 1: Abridged Balance Sheet
As of March 31, 2015

ASSETS	
Total Current Assets	\$ 104,343
Total Fixed Assets	\$ 17,046,804
TOTAL ASSETS	\$ 17,151,147
LIABILITY & EQUITY	
Total Current Liabilities	\$ 54,331
Total Equity	\$ 17,096,816
TOTAL LIABILITIES & EQUITY	\$ 17,151,549

**Table 2: Income Statement Summary
For the 9 Months Ended March 31, 2015**

	Actuals	Budgeted	Variance
Total Income	\$ 373,644	\$ 400,262	\$ 26,618
Total Expenses	<u>\$ 440,040</u>	<u>\$ 356,421</u>	\$ (83,618)
NET INCOME/(LOSS)	<u><u>\$ (66,396)</u></u>	<u><u>\$ 43,841</u></u>	

As shown in Table 2, Essex Realty, the management company for the property, reported a net income of -\$66,396 for the nine months of leasing activity from July 1 to March 31, 2015. This negative net income is directly attributable to the one-time bad debt expense write-off of \$90,415.49. After adding back contra rent revenue associated with the City's occupied spaces, the effective net income for the period is \$346,078.

A detailed Balance Sheet, Income Statement, and Check Register for the three months in the quarter have been provided as attachments to this report.

ATTACHMENTS:

- Balance Sheet as of March 31, 2015
- Income Statement for the Period Ending March 31, 2015
- Check Register for January, February, and March 2015

Database: ESSEXREALTY
ENTITY: 742

Standard Balance Sheet
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 1
Date: 4/7/2015
Time: 10:24 AM

Accrual

Report includes an open period. Entries are not final.

Mar 2015

ASSETS

CURRENT ASSETS

Cash - Operating	25,906.03
Cash - MMA	50,446.08

TOTAL CASH AND CASH EQUIVALENTS	76,352.11
--	------------------

Accounts Receivable	6,112.38
Prepaid Insurance	21,878.54

NET ACCOUNTS RECEIVABLE	27,990.92
--------------------------------	------------------

TOTAL CURRENT ASSETS	104,343.03
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FIXED ASSETS

Land	2,854,051.00
Building	3,343,004.00
Capital Improvements	9,487,397.84
Tenant Improvements	1,134,482.37
Lease Commissions	224,885.08
Closing Costs	2,983.62

TOTAL FIXED ASSETS	17,046,803.91
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TOTAL ASSETS	17,151,146.94
---------------------	----------------------

LIABILITIES & EQUITY

CURRENT LIABILITY

Prepaid Rent & CAM	1,698.30
Accounts Payable	79.00
Accrued Expenses	13,430.00
Security Deposits	39,123.95

TOTAL CURRENT LIABILITY	54,331.25
--------------------------------	------------------

LONG TERM LIABILITY

TOTAL LONG TERM LIABILITIES	0.00
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EQUITY

Current Yr Earnings	(66,395.77)
Distribution	(700,000.00)
Capital	6,114,688.39
Paid by Owner	8,855,504.28
Funds from Owner	1,165,863.71
Retained Earnings	1,727,155.08

TOTAL EQUITY	17,096,815.69
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Database: ESSEXREALTY
ENTITY: 742

Standard Balance Sheet
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 2
Date: 4/7/2015
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Accrual

Report includes an open period. Entries are not final.

Mar 2015

TOTAL LIABILITIES & EQUITY

17,151,146.94

Database: ESSEXREALTY
ENTITY: 742

Income Statement
Income Statement
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 1
Date: 4/7/2015
Time: 10:24 AM

Accrual

Report includes an open period. Entries are not final.

	Current Period	Year-To-Date
	1 Month	9 Months
Thru:	Mar 2015	Mar 2015
INCOME		
RENTAL INCOME		
Rent	86,735.57	777,347.58
Contra Revenue	(45,830.40)	(412,473.60)
CAM Revenue	5,716.35	51,342.93
Contra CAM	(4,894.37)	(44,049.33)
TOTAL RENTAL INCOME	41,727.15	372,167.58
RECOVERY INCOME		
TOTAL RECOVERY INCOME	0.00	0.00
OTHER INCOME		
Other Revenue	0.00	1,455.56
TOTAL OTHER INCOME	0.00	1,455.56
TOTAL INCOME	41,727.15	373,623.14

EXPENSES

DIRECT OPERATING EXPENSES

Security-Fire Alarms	267.00	4,134.30
Cleaning Contract-Janitor	2,312.62	20,814.10
Add'l Cleaning-DayPorter	2,980.00	26,820.00
Cleaning Supplies	1,113.27	5,151.64
Window Cleaning	0.00	1,543.00
Mgmt Fee-Agent	3,378.00	31,316.90
HVAC Contract Services	1,316.50	11,899.00
HVAC Repair/Maint	0.00	17,971.99
Elevator Contract Service	464.09	4,117.27
Elevator Repair/Maint	195.00	195.00
Waterproofing & Roofing	0.00	450.00
Fire, Life, Safety	0.00	170.16
Plumbing Repairs/Supplies	2,231.97	3,707.11
Electrical Repair/Maint	101.99	1,947.49
Doors & Locks	0.00	815.79
Floor & Carpet Rpr/Maint	0.00	2,310.00
Pest Control	75.00	675.00
Misc Repair/Maint	0.00	4.63
Onsite Maint Personnel	0.00	7,265.54
Electricity-General	6,865.06	87,460.25
Gas	(0.70)	490.77
Water & Sewer	1,005.29	11,288.51
Property Telephone	270.52	1,983.21
Pkg Lot-Lighting	267.17	5,063.21
Pkg Lot-Sweeping	221.00	1,989.00
Landscaping Contract	2,400.00	21,600.00
Landscaping-Interior	362.00	3,258.72
Fountain Maintenance	204.00	6,716.81
Insurance	3,089.14	28,715.92

Database: ESSEXREALTY
ENTITY: 742

Income Statement
Income Statement
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 2
Date: 4/7/2015
Time: 10:24 AM

Accrual

Report includes an open period. Entries are not final.

	Current Period	Year-To-Date
	1 Month	9 Months
Thru:	Mar 2015	Mar 2015
Insurance - Earthquake	2,101.84	19,426.10
Real Estate Taxes	0.00	2,472.58
Other Miscellaneous	0.00	1.17
DSL Line	3.27	689.97
TOTAL DIRECT OPERATING EXPENSES	31,224.03	332,465.14
NET OPERATING INCOME	10,503.12	41,158.00
OTHER INCOME & EXPENSES		
Advertising & Promotion	0.00	1,583.45
Admin & Professional Exp.	7,427.50	7,934.74
Architectural Review	(4,430.00)	0.00
Tenant Space Refurb	0.00	149.65
Repairs & Maint- Indirect	484.20	7,491.21
Interest Income	(1.93)	(20.77)
Bad Debt Expense	0.00	90,415.49
TOTAL OTHER INCOME & EXPENSES	3,479.77	107,553.77
NET INCOME/(LOSS)	7,023.35	(66,395.77)

Database: ESSEXREALTY
ENTITY: 742

Check Register
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 1
Date: 2/3/2015
Time: 01:48 PM

01/15 Through 01/15

Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Due Date	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
103769	1/21/2015	01/15	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		5130-0000	Cleaning Contract-Janitor	1029671 IN	12/22/2014	12/22/2014	2,312.62	0.00	2,312.62
@	12/14 Janitorial Svc								
						Check Total:	2,312.62	0.00	2,312.62
103770	1/21/2015	01/15	ABMSER	ABM ONSITE SERVICES WEST INC					
742		5495-0000	Onsite Maint Personnel	7431108A	12/12/2014	12/12/2014	1,145.12	0.00	1,145.12
@	11/14 Engineering								
						Check Total:	1,145.12	0.00	1,145.12
103771	1/21/2015	01/15	CANOAR	CANO ARCHITECTURE CONCRETE REPAIR					
742		5565-0000	Fountain Maintenance	3341	12/10/2014	12/10/2014	4,650.00	0.00	4,650.00
@	Refurbish Fountain								
						Check Total:	4,650.00	0.00	4,650.00
103772	1/21/2015	01/15	CHRIS9	BAPPTRE LANDSCAPING INC. dba					
742		5510-0000	Pkg Lot-Lighting	508	12/11/2014	1/10/2015	1,300.00	0.00	1,300.00
@	Tree Lighting								
						Check Total:	1,300.00	0.00	1,300.00
103773	1/21/2015	01/15	MASTE5	MASTERCARE PROTECTION & CLEANING					
742		5485-0000	Floor & Carpet Rpr/Maint	19740	12/5/2014	12/5/2014	600.00	0.00	600.00
@	12/14 Carpet Cng								
						Check Total:	600.00	0.00	600.00
103774	1/21/2015	01/15	PACRIM	PACIFIC RIM MECHANICAL, INC.					
742		5410-0000	HVAC Contract Services	SRV041323	12/1/2014	12/1/2014	3,669.50	0.00	3,669.50
@	12/14 HVAC Maint								
						Check Total:	3,669.50	0.00	3,669.50
103775	1/21/2015	01/15	REGENC	REGENCY ENTERPRISES INC dba					
742		5465-0000	Electrical Repair/Maint	3220405	12/17/2014	1/16/2015	493.07	0.00	493.07
@	12/16 Light Parts								
						Check Total:	493.07	0.00	493.07

Database: ESSEXREALTY		Check Register						Page: 2	
ENTITY: 742		Essex Realty SaaS DB						Date: 2/3/2015	
		CITY OF LAGUNA HILLS						Time: 01:48 PM	
01/15 Through 01/15									
Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice		Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name		Number	Date	Due Date	Amount	Amount
Dept	Reference	Description							Amount
103776	1/21/2015	01/15	SKYLIN	CTJAMJT CORPORATION dba					
742		5490-0000	Pest Control		175542	12/22/2014	12/22/2014	75.00	0.00
@	12/14 Pest Control								75.00
							Check Total:	75.00	0.00
									75.00
103777	1/21/2015	01/15	SSDSYS	SECURITY SIGNAL DEVICES INC dba					
742		5121-0000	Security-Fire Alarms		1068461-A	12/12/2014	12/12/2014	150.00	0.00
@	01/15 Sys Maint								150.00
742		7333-0000	Repairs & Maint- Indirect		1068461-A	12/12/2014	12/12/2014	484.20	0.00
@	01/15 Sys Maint								484.20
							Check Total:	634.20	0.00
									634.20
103778	1/21/2015	01/15	002072	LAW OFFICES OF RICK J FENELLI LLP					
742		1240-0000	Tenant Improvements		742-12312014	10/7/2014	10/7/2014	648.00	0.00
@	TI Reimbursement MV Glass								648.00
							Check Total:	648.00	0.00
									648.00
103779	1/21/2015	01/15	002182	LISA SAPUTO (SHS)					
742		2100-0000	Security Deposits		013288_00001	12/12/2014	12/12/2014	750.00	0.00
@	Security Refund								750.00
742		4100-0000	Rent		013288_00001	12/12/2014	12/12/2014	612.90	0.00
@	Tenant Refunds								612.90
							Check Total:	1,362.90	0.00
									1,362.90
103780	1/21/2015	01/15	AT&T/CS1	AT&T					
742		5504-0000	Property Telephone		000006053932	12/15/2014	12/15/2014	31.96	0.00
@	1115-1214 9494587292								31.96
742		5504-0000	Property Telephone		000006053933	12/15/2014	12/15/2014	32.28	0.00
@	1115-1214 9494587929								32.28
742		5504-0000	Property Telephone		000006053935	12/15/2014	12/15/2014	141.27	0.00
@	1115-1214 9495837765								141.27
							Check Total:	205.51	0.00
									205.51
103781	1/21/2015	01/15	COXCOM	COX COMMUNICATIONS					

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Entity	P.O. Number	Account Number	Account Name							
Dept	Reference	Description								
742		6215-0004	DSL Line		0115-1681001	12/6/2014	12/6/2014	98.10	0.00	98.10
@	12/06-01/05 Exec DSL									
742		5410-0000	HVAC Contract Services		0115-8511901	12/5/2014	12/5/2014	79.00	0.00	79.00
@	12/5-1/4 EMS DSL									
Check Total:								177.10	0.00	177.10
103782	1/21/2015	01/15	ELTORO	EL TORO WATER DISTRICT						
742		5502-0000	Water & Sewer		0115-2449540	12/10/2014	12/10/2014	483.14	0.00	483.14
@	11/11-12/10 2449540	Meter #08956098								
742		5502-0000	Water & Sewer		0115-2449542	12/10/2014	12/10/2014	56.00	0.00	56.00
@	11/11-12/10 2449542	Meter #00036069								
742		5502-0000	Water & Sewer		0115-2449548	12/10/2014	12/10/2014	769.40	0.00	769.40
@	11/11-12/10 2449548	Meter #08188857								
Check Total:								1,308.54	0.00	1,308.54
103783	1/21/2015	01/15	ESSEX	ESSEX REALTY MANAGEMENT INC						
742		5305-0000	Mgmt Fee-Agent		742MgmtFee	1/1/2015	1/1/2015	3,378.00	0.00	3,378.00
@	Mgmt Fee									
Check Total:								3,378.00	0.00	3,378.00
103784	1/21/2015	01/15	ESSEX	ESSEX REALTY MANAGEMENT INC						
742		5305-0000	Mgmt Fee-Agent		742-1214R	1/7/2015	1/7/2015	106.40	0.00	106.40
@	12/14 Mgmt Fee Recon									
Check Total:								106.40	0.00	106.40
103785	1/21/2015	01/15	SCE	SOUTHERN CALIFORNIA EDISON						
742		5499-0000	Electricity-General		0115-0506934	12/23/2014	12/23/2014	3,323.59	0.00	3,323.59
@	1120-1222 2270506934	Meter #259000-050224								
742		5499-0000	Electricity-General		0115-5197749	12/26/2014	12/26/2014	3,422.73	0.00	3,422.73
@	1121-1223 2265197749	Svc Acct #3019869798								
742		5499-0000	Electricity-General		0115-5197749	12/26/2014	12/26/2014	212.76	0.00	212.76
@	1121-1223 2265197749	Svc Acct #3019869838								
742		5499-0000	Electricity-General		0115-5197749	12/26/2014	12/26/2014	636.15	0.00	636.15
@	1121-1223 2265197749	Svc Acct #3019869857								
Check Total:								7,595.23	0.00	7,595.23

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice			Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name		Number	Date	Due Date	Amount	Amount	Amount
Dept	Reference	Description								
103786	1/25/2015	01/15	002193	JULIA KNUTSON						
742		2100-0000	Security Deposits		012252_00001	1/22/2015	1/22/2015	559.44	0.00	559.44
@	Security Refund									
Check Total:								559.44	0.00	559.44
103787	1/25/2015	01/15	HATTOX	HATTOX DESIGN GROUP LLC						
742		7321-0000	Architectural Review		1412103	12/11/2014	12/11/2014	157.50	0.00	157.50
@	Design Fees #100A/B									
742		7321-0000	Architectural Review		1412104	12/11/2014	12/11/2014	500.00	0.00	500.00
@	Design Fees #300									
Check Total:								657.50	0.00	657.50
CITY OF LAGUNA HILLS Total:								30,878.13	0.00	30,878.13
Grand Total:								30,878.13	0.00	30,878.13

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103788	2/9/2015	02/15	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba				
742	111			5130-0000	1035324-IN	1/21/2015	2,312.62	2,312.62
742	111			5160-0000	1032535-IN	12/31/2014	738.01	738.01
						Check Total:	3,050.63	3,050.63
103789	2/9/2015	02/15	ASSOCI	ASSOCIATED LANDSCAPE SERVICE CO INC				
742	01/15 Int Plant Srv			5562-0000	1421	12/29/2014	362.12	362.12
						Check Total:	362.12	362.12
103790	2/9/2015	02/15	AT&T	AT&T				
742	9495837765123			5504-0000	000006153401	1/15/2015	143.13	143.13
742	9494587929811			5504-0000	000006153399	1/15/2015	32.63	32.63
742	9494587292655			5504-0000	000006153398	1/15/2015	32.31	32.31
						Check Total:	208.07	208.07
103791	2/9/2015	02/15	BKFOUN	WILLIAM P WARD JR				
742	12/14 Fountain Maint			5565-0000	1229145741	12/29/2014	202.80	202.80
						Check Total:	202.80	202.80
103792	2/9/2015	02/15	CITYLA	CITY OF LAGUNA HILLS				
742	01/0010			5805-0000	348	1/17/2015	913.66	913.66
						Check Total:	913.66	913.66
103793	2/9/2015	02/15	CONTRO	CONTROLLED KEY SYSTEMS INC				
742	Re-key office #320			7330-0000	216421	1/5/2015	149.65	149.65
						Check Total:	149.65	149.65
103794	2/9/2015	02/15	COXCOM	COX COMMUNICATIONS				
742	0017601051681001			6215-0004	81001-010615	1/6/2015	98.10	98.10
742	001760148511901			5410-0000	11901-010515	1/5/2015	79.00	79.00
						Check Total:	177.10	177.10
103795	2/9/2015	02/15	ELTORO	EL TORO WATER DISTRICT				
742	16992			5502-0000	16992-013015	1/30/2015	56.00	56.00

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Check #	Check Date	Check Pd	Vendor/Alternate	Vendor Name	Invoice			Invoice	Discount	Check
Entity	Reference		Address ID	Account Number	Number	Date	Due Date	Amount	Amount	Amount
742	16992			5502-0000	16992-011515	1/15/2015	1/15/2015	219.12	0.00	219.12
Check Total:								275.12	0.00	275.12
103796	2/9/2015	02/15	FIRESA	THE BRETHREN INC dba						
742	1560302			5121-0000	154118	1/14/2015	2/13/2015	195.00	0.00	195.00
742	1560302			5121-0000	153876	1/1/2015	1/31/2015	150.00	0.00	150.00
Check Total:								345.00	0.00	345.00
103797	2/9/2015	02/15	HATTOX	HATTOX DESIGN GROUP LLC						
742	Space Planning #320			7320-0000	1501108	1/14/2015	1/14/2015	2,710.00	0.00	2,710.00
742	Design Fees #201A/B			7321-0000	1412102	12/11/2014	12/11/2014	905.00	0.00	905.00
Check Total:								3,615.00	0.00	3,615.00
103798	2/9/2015	02/15	LIGHT4	LIGHTING TECHNOLOGY SERVICES INC						
742	12/14 Lot Lighting			5510-0000	1238959	12/23/2014	12/23/2014	124.00	0.00	124.00
742	12/14 Lot Repairs			5510-0000	1238959	12/23/2014	12/23/2014	110.62	0.00	110.62
Check Total:								234.62	0.00	234.62
103799	2/9/2015	02/15	MASTE5	MASTERCARE PROTECTION & CLEANING						
742	01/15 Carpet Cleanin			5485-0000	19958	1/19/2015	1/19/2015	660.00	0.00	660.00
Check Total:								660.00	0.00	660.00
103800	2/9/2015	02/15	MCDONN	MC DONNELL ROOFING INC						
742	Roof Leak Rpr 12/5			5445-0000	1604	12/31/2014	12/31/2014	450.00	0.00	450.00
Check Total:								450.00	0.00	450.00
103801	2/9/2015	02/15	MERCH1	MERCHANTS BULDING MAINTENANCE LLC						
742	33013			5150-0000	400585	1/1/2015	1/1/2015	2,980.00	0.00	2,980.00
Check Total:								2,980.00	0.00	2,980.00
103802	2/9/2015	02/15	NIEVES	NIEVES LANDSCAPE INC						
742	01/15 Landscape Svc			5560-0000	57254	1/1/2015	1/1/2015	2,400.00	0.00	2,400.00
Check Total:								2,400.00	0.00	2,400.00

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Entity	Reference		P.O. Number	Account Number	Number	Date	Amount	Amount
103803	2/9/2015	02/15	PACRIM	PACIFIC RIM MECHANICAL, INC.				
742	10770			5415-0000	SRV042345	12/31/2014	12/31/2014	222.50
								0.00
								222.50
								222.50
								222.50
103804	2/9/2015	02/15	REGENC	REGENCY ENTERPRISES INC dba				
742	1287741			5465-0000	3239411	1/14/2015	2/13/2015	45.77
								0.00
								45.77
								45.77
								45.77
103805	2/9/2015	02/15	SCE	SOUTHERN CALIFORNIA EDISON				
742	2270506934			5499-0000	06934-012315	1/23/2015	1/23/2015	3,080.66
								0.00
								3,080.66
								3,080.66
								3,080.66
103806	2/9/2015	02/15	SKYLIN	CTJAMJT CORPORATION dba				
742	3018			5490-0000	173681	11/24/2014	2/25/2015	75.00
742	3018			5490-0000	177449	1/28/2015	2/27/2015	75.00
								0.00
								75.00
								75.00
								150.00
103807	2/9/2015	02/15	SOUT41	SOUTH COUNTY PLUMBING INC				
742	Replace water heater			7333-0000	3941	11/26/2014	11/26/2014	485.00
								0.00
								485.00
								485.00
								485.00
103808	2/9/2015	02/15	SSDSYS	SECURITY SIGNAL DEVICES INC dba				
742	02/15 Sys. Maint			5121-0000	1076447-A	1/12/2015	1/12/2015	150.00
742	02/15 Sys. Maint			7333-0000	1076447-A	1/12/2015	1/12/2015	484.20
								0.00
								484.20
								634.20
								634.20
103809	2/9/2015	02/15	THEGAS	THE GAS COMPANY				
742	14430971474			5500-0000	71474-010715	1/7/2015	1/7/2015	116.14
								0.00
								116.14
								116.14
								116.14
103810	2/9/2015	02/15	TSCMCO	TSCM CORP.				
742	01/15 Lot Sweeping			5525-0000	1515128	1/1/2015	1/31/2015	221.00
								0.00
								221.00
								221.00
								221.00

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Entity	Reference		P.O. Number	Account Number	Number	Date	Due Date	Amount	Amount
103811	2/13/2015	02/15	ASSOC	ASSOC LANDSCAPE & DISPLAY GRP INC					
742	742			5562-0000	1780	1/28/2015	2/12/2015	362.12	362.12
							Check Total:	362.12	362.12
103812	2/13/2015	02/15	REGENC	REGENCY ENTERPRISES INC dba					
742	1287741			5465-0000	3242571	1/19/2015	2/18/2015	42.15	42.15
							Check Total:	42.15	42.15
103813	2/13/2015	02/15	SCE	SOUTHERN CALIFORNIA EDISON					
742	2265197749			5499-0000	97749-012715	1/27/2015	1/27/2015	3,859.59	3,859.59
							Check Total:	3,859.59	3,859.59
103814	2/13/2015	02/15	ESSEX	ESSEX REALTY MANAGEMENT INC					
742	320 New Lease			1260-0000	742-123014	12/30/2014	12/30/2014	2,281.27	2,281.27
742	Ste 250 Renewal			1260-0000	742-120214	12/2/2014	12/2/2014	4,694.40	4,694.40
742	742			5305-0000	742-020215	2/2/2015	2/2/2015	270.20	270.20
742	742			5305-0000	742-020115	2/1/2015	2/1/2015	3,378.00	3,378.00
							Check Total:	10,623.87	10,623.87
103815	2/23/2015	02/15	ASSOC	ASSOC LANDSCAPE & DISPLAY GRP INC					
742	01/15 Int Plant Svc			5562-0000	1421	12/29/2014	12/29/2014	362.12	362.12
							Check Total:	362.12	362.12
103816	2/23/2015	02/15	ELTORO	EL TORO WATER DISTRICT					
742	16992			5502-0000	49540-011515	1/15/2015	1/15/2015	429.77	429.77
							Check Total:	429.77	429.77
103817	2/23/2015	02/15	TSCMCO	TSCM CORP.					
742	02/15 Lot Sweeping			5525-0000	2015127	2/1/2015	3/3/2015	221.00	221.00
							Check Total:	221.00	221.00
103818	2/25/2015	02/15	HSGINC	HSG PROFESSIONAL WINDOW CLEANERS					
742	Int Wndw Washing			5180-0000	33296	2/13/2015	2/13/2015	992.00	992.00
742	Ext Wndw Washing			5180-0000	33293	2/13/2015	2/13/2015	551.00	551.00

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Entity	Reference		Address ID	Vendor Name		Invoice		Invoice	Discount	Check
			P.O. Number	Account Number	Invoice Number	Date	Due Date	Amount	Amount	Amount

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Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Entity	P.O. Number	Account Number	Account Name							
Dept	Reference	Description								
103822	3/6/2015	03/15	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba						
742		5160-0000	Cleaning Supplies	1038376-IN	1/31/2015	1/31/2015		790.08	0.00	790.08
@	111	01/15 Janitorial Supplies								
Check Total:								790.08	0.00	790.08
103823	3/6/2015	03/15	AT&T	AT&T						
742		5504-0000	Property Telephone	000006266247	2/15/2015	2/15/2015		32.69	0.00	32.69
@	9494587929811	01/15/15 - 02/14/15 949-458-7929								
742		5504-0000	Property Telephone	000006266249	2/15/2015	2/15/2015		181.45	0.00	181.45
@	9495837765123	01/15/15 - 02/14/15 949-583-7765								
742		5504-0000	Property Telephone	92655-021515	2/15/2015	2/15/2015		32.38	0.00	32.38
@	9494587292655	01/15/15 - 02/14/15 949-458-7292								
Check Total:								246.52	0.00	246.52
103824	3/6/2015	03/15	BENNE1	BENNETT'S PLUMBING INC						
742		5460-0000	Plumbing Repairs/Supplies	57561	2/9/2015	2/9/2015		278.00	0.00	278.00
@	Backflow Testing									
Check Total:								278.00	0.00	278.00
103825	3/6/2015	03/15	CONTRO	CONTROLLED KEY SYSTEMS INC						
742		4800-0000	Tenant Reimbursements	216884	1/27/2015	1/27/2015		24.58	0.00	24.58
@	Key Copies #250									
Check Total:								24.58	0.00	24.58
103826	3/6/2015	03/15	COXCOM	COX COMMUNICATIONS						
742		5410-0000	HVAC Contract Services	11901-020515	2/5/2015	2/5/2015		79.00	0.00	79.00
@	001760148511901	02/05/15 - 03/04/15 EMS DSL								
Check Total:								79.00	0.00	79.00
103827	3/6/2015	03/15	ELTORO	EL TORO WATER DISTRICT						
742		5502-0000	Water & Sewer	16992-021115	2/11/2015	3/5/2015		319.80	0.00	319.80
@	16992	01/15/15 - 02/11/15 Mtr 08188857								
742		5502-0000	Water & Sewer	49540-021115	2/11/2015	3/5/2015		453.49	0.00	453.49
@	16992-2449540	01/15/15 - 02/11/15 Mtr 08956098								
742		5502-0000	Water & Sewer	49542-021115	2/11/2015	3/5/2015		56.00	0.00	56.00
@	169922449542	01/15/15 - 02/11/15 Mtr 00036069								

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Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
Check Total:							829.29	0.00	829.29
103828	3/6/2015	03/15	FERGU1	FERGUSON ENTERPRISES INC					
742		5460-0000	Plumbing Repairs/Supplies	1666989	2/25/2015	3/7/2015	228.97	0.00	228.97
@	894354	2/25 Plumbing parts							
Check Total:							228.97	0.00	228.97
103829	3/6/2015	03/15	HATTOX	HATTOX DESIGN GROUP LLC					
742		7320-0000	Admin & Professional Exp.	1502107	2/23/2015	2/23/2015	850.00	0.00	850.00
@	Design Fees #201B								
742		7320-0000	Admin & Professional Exp.	1502108	2/23/2015	2/23/2015	800.00	0.00	800.00
@	Design Fees #201B								
742		7320-0000	Admin & Professional Exp.	1502104	2/23/2015	2/23/2015	230.00	0.00	230.00
@	Design Fees #300								
742		7321-0000	Architectural Review	1502105	2/23/2015	2/23/2015	242.50	0.00	242.50
@	Design Fees Knutson #300								
742		7321-0000	Architectural Review	1502106	2/23/2015	2/23/2015	825.00	0.00	825.00
@	Design Fees Senators Ofc #201A								
Check Total:							2,947.50	0.00	2,947.50
103830	3/6/2015	03/15	LIGHT4	LIGHTING TECHNOLOGY SERVICES INC					
742		5510-0000	Pkg Lot-Lighting	1239928	2/27/2015	2/27/2015	124.00	0.00	124.00
@	02/15 Lot Lighting								
742		5510-0000	Pkg Lot-Lighting	1239928	2/27/2015	2/27/2015	143.17	0.00	143.17
@	02/15 Lot Light Rprs								
Check Total:							267.17	0.00	267.17
103831	3/6/2015	03/15	NIEVES	NIEVES LANDSCAPE INC					
742		5560-0000	Landscaping Contract	57540	3/1/2015	3/31/2015	2,400.00	0.00	2,400.00
@	03/15 Landscape Svc								
Check Total:							2,400.00	0.00	2,400.00
103832	3/6/2015	03/15	SCE	SOUTHERN CALIFORNIA EDISON					
742		5499-0000	Electricity-General	97749-022615	2/26/2015	2/26/2015	4,293.06	0.00	4,293.06
@	2265197749	01/23/15 - 02/24/15							

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		CITY OF LAGUNA HILLS						Time: 10:24 AM	
03/15 Through 03/15									
Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Due Date	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
Check Total:							4,293.06	0.00	4,293.06
103833	3/6/2015	03/15	SKYLIN	CTJAMJT CORPORATION dba					
742		5490-0000	Pest Control	179128	2/24/2015	3/26/2015	75.00	0.00	75.00
@	3018	02/15 Pest Control							
Check Total:							75.00	0.00	75.00
103834	3/6/2015	03/15	SSDSYS	SECURITY SIGNAL DEVICES INC dba					
742		5121-0000	Security-Fire Alarms	1082763-A	2/12/2015	2/12/2015	150.00	0.00	150.00
@	3/2015 Sys Maint								
742		7333-0000	Repairs & Maint- Indirect	1082763-A	2/12/2015	2/12/2015	484.20	0.00	484.20
@	3/2015 Sys Maint								
Check Total:							634.20	0.00	634.20
103835	3/6/2015	03/15	THEGAS	THE GAS COMPANY					
742		5500-0000	Gas	71474-020615	2/6/2015	2/27/2015	60.16	0.00	60.16
@	14430971474	01/05/15 - 02/04/15 Mtr 13001720							
Check Total:							60.16	0.00	60.16
103836	3/9/2015	03/15	ESSEX	ESSEX REALTY MANAGEMENT INC					
742		5305-0000	Mgmt Fee-Agent	742-030115	3/1/2015	3/1/2015	3,378.00	0.00	3,378.00
@	742	03/15 Mgmt Fee							
Check Total:							3,378.00	0.00	3,378.00
103837	3/12/2015	03/15	AMTEC2	PACIFIC COAST ELEVATOR INC dba					
742		5435-0000	Elevator Contract Service	DVB06326315	2/20/2015	2/20/2015	1,377.09	0.00	1,377.09
@	03/15-05/15 Elevator	Svc							
Check Total:							1,377.09	0.00	1,377.09
103838	3/12/2015	03/15	BENNE1	BENNETT'S PLUMBING INC					
742		5460-0000	Plumbing Repairs/Supplies	57712	2/23/2015	2/23/2015	1,725.00	0.00	1,725.00
@	2/23 Plumbing repair	Sprinkler line							
Check Total:							1,725.00	0.00	1,725.00

Database: ESSEXREALTY
ENTITY: 742

Check Register
Essex Realty SaaS DB
CITY OF LAGUNA HILLS

Page: 4
Date: 4/7/2015
Time: 10:24 AM

03/15 Through 03/15

Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice	Due Date	Invoice	Discount	Check
Entity	P.O. Number	Account Number	Account Name	Invoice Number	Date		Amount	Amount	Amount
Dept	Reference	Description							
103839	3/12/2015	03/15	MERCH1	MERCHANTS BULDING MAINTENANCE LLC					
742		5150-0000	Add'l Cleaning-DayPorter	404159	3/1/2015	3/1/2015	2,980.00	0.00	2,980.00
@	33013	03/15 Dayporter Svc							
						Check Total:	2,980.00	0.00	2,980.00
103840	3/12/2015	03/15	PACRIM	PACIFIC RIM MECHANICAL, INC.					
742		5410-0000	HVAC Contract Services	SRV044108	3/1/2015	3/31/2015	3,669.50	0.00	3,669.50
@	C2448	Qtrly HVAC Maint							
						Check Total:	3,669.50	0.00	3,669.50
103841	3/12/2015	03/15	REGENC	REGENCY ENTERPRISES INC dba					
742		5465-0000	Electrical Repair/Maint	3279216	2/26/2015	3/28/2015	105.94	0.00	105.94
@	1287741	2/25 Lighting Supplies							
742		5465-0000	Electrical Repair/Maint	3279227	2/26/2015	3/28/2015	75.00	0.00	75.00
@	1287741	02/20 Lighting Supplies							
742		5465-0000	Electrical Repair/Maint	3279710	2/27/2015	3/29/2015	-78.95	0.00	-78.95
@	1287741	02/25 Light supply credit for inv #3275708							
						Check Total:	101.99	0.00	101.99
103842	3/19/2015	03/15	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		5130-0000	Cleaning Contract-Janitor	1041862-INa	2/23/2015	2/23/2015	2,312.62	0.00	2,312.62
@	111	02/15 Janitorial Svc							
						Check Total:	2,312.62	0.00	2,312.62
103843	3/24/2015	03/15	ABLEBU	CROWN BLDG MAINTENANCE CO INC dba					
742		5160-0000	Cleaning Supplies	1046567-IN	2/28/2015	3/30/2015	323.19	0.00	323.19
@	111	02/15 Supplies							
						Check Total:	323.19	0.00	323.19
103844	3/24/2015	03/15	AMTEC2	PACIFIC COAST ELEVATOR INC dba					
742		5440-0000	Elevator Repair/Maint	DVB29760001	3/5/2015	3/5/2015	195.00	0.00	195.00
@	320358	Right Side Car Repr							
						Check Total:	195.00	0.00	195.00
103845	3/24/2015	03/15	COXCOM	COX COMMUNICATIONS					

Database: ESSEXREALTY		Check Register						Page: 5		
ENTITY: 742		Essex Realty SaaS DB						Date: 4/7/2015		
		CITY OF LAGUNA HILLS						Time: 10:24 AM		
03/15 Through 03/15										
Check #	Check Date	Check Pd	Vendor ID	Vendor Name	Invoice Number	Invoice Date	Due Date	Invoice Amount	Discount Amount	Check Amount
Entity	P.O. Number	Account Number	Account Name							
Dept	Reference	Description								
742		6215-0004	DSL Line		81001-030615	3/6/2015	3/6/2015	3.27	0.00	3.27
@	0017601051681001	Exec. Ofc DSL final bill								
Check Total:								3.27	0.00	3.27
103846	3/24/2015	03/15	THEGAS	THE GAS COMPANY						
742		5500-0000	Gas		71474-031015	3/10/2015	3/30/2015	90.14	0.00	90.14
@	14430971474	02/04/15 - 03/06/15 Mtr 13001720								
Check Total:								90.14	0.00	90.14
CITY OF LAGUNA HILLS Total:								29,309.33	0.00	29,309.33
Grand Total:								29,309.33	0.00	29,309.33



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: APRIL 28, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: KENNETH H. ROSENFELD, P.E.
 DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER**

**ISSUE: REJECTION OF BIDS AND AUTHORIZATION TO RE-ADVERTISE THE
 SOFTBALL FIELD IMPROVEMENTS PROJECT, CIP NO. 240, FOR BIDS**

**RECOMMENDATION: THAT THE CITY COUNCIL REJECT ALL BIDS RECEIVED,
APPROVE THE REVISED PLANS AND SPECIFICATIONS, AND AUTHORIZE THE RE-
ADVERTISEMENT OF THE SOFTBALL FIELD IMPROVEMENTS PROJECT,
CIP NO. 240, FOR BIDS.**

SUMMARY:

In accordance with City Council authorization, bids for the subject project were opened on April 15, 2015. Four bids were received with the lowest Base Bid of \$974,578.00 being substantially above the pre-bid estimate of the work. Staff has analyzed the bids and recommends the rejection of all bids, approval of the re-design of certain elements of the project, and approval to re-advertise the project for bids. The re-design includes the elimination of the re-use of the existing softball field turf and the redesign, clarification of the electrical design, and an adjustment of the right field line netting. In addition, the Specifications are being revised to lengthen the number of working days in the project to make sure the required schedule is not a factor in the bid. The Landscape Architect has revised the plans and specifications accordingly and these documents are on file in the office of the City Clerk and present on the dais. Rejection of all bids, approval of revised Plans and Specifications for the Softball Field Improvements Project, CIP No. 240, and authorization to re-advertise the project for bids is recommended.

BACKGROUND:

In accordance with City Council authorization, bids for the subject project were opened on April 15, 2015. Four bids were received including the Base Bid and several Alternate Bid items. The Base Bids, by which the lowest bidder is to be determined, were as follows:

<u>Contractor</u>	<u>Base Bid</u>
Lehman Construction Inc.	\$ 974,578.00
Environmental Construction Inc.	\$ 998,138.10 (corrected value)
Green Giant Landscape Inc.	\$1,162,846.50 (corrected value)
Minako Construction	\$1,465,539.00

The Landscape Architect's pre-bid construction cost estimate was \$700,000 (not including the synthetic turf being acquired through a separate procurement). The lowest Base Bid was more than 10% above the construction cost estimate which is unusual for City projects. Staff reviewed the bids in consultation with the design Landscape Architect to determine what design elements may have contributed to the higher than anticipated bids.

In analyzing the bids for the Softball Field Improvements Project, CIP No. 240, it was identified that three construction tasks and one specification issue may have accounted for much of the cost overage described above. The project elements contributing to higher than anticipated bids included: (1) a plan to sod cut and relocate the existing Bermuda grass from the Softball Field to the "Village Green" area of the Community Center and Sports Complex; (2) the plan to provide electrical outlets at the backstop; and (3) the design of the right field line netting.

The sod relocation was a valiant effort to save the existing and good condition Softball Field Bermuda grass sod and plant it in the Village Green in order to improve the longevity of that turf. Feedback provided by Bidders to the Landscape Architect included that they could not be confident that the relocated sod would survive through the transplant process and they then protected their risk by assuming they would be faced with the cost to purchase new sod for the Village Green. Hence, the City would likely be paying double for this work effort. The elimination of the sod relocation is expected to reduce costs by approximately \$75,000. When the Soccer fields are next refurbished in summer 2016, staff will review the need and cost effectiveness of including the Village Green re-sodding in that effort.

The Little League requested an electrical outlet at the back of the backstop for their use during practices and games. This request has been included in the Alternate Bid Items and, although minor in nature and not listed in the Base Bid, the cost was much higher than expected. The plans required the design of the new electrical line to be provided by the Contractor and the price bid was then apparently inflated to cover that requirement. During this current re-design process, the Landscape Architect provided a definitive plan for the electrical line necessary to feed the new outlet to be provided in accordance with the National Electric Code and City adopted Building Codes. This new design should reduce the cost of this bid item from \$5,908 to \$1,500.

The Softball Field Improvements Project includes the addition of a variety of safety elements for both spectators and players of the new dual role for this ballfield for softball and baseball play. These elements include, but are not limited to, enhanced lighting for night play which comports with the standards of Little League, outfield wall padding,

backstop padding, left field line netting, backstop hood netting, and right field line netting. The bids for all of these elements were within expected costs except for the right field line netting. The right field line netting is intended to deflect foul balls from leaving the field and entering into the Laguna Hills High School Football Field area some distance away. The design Landscape Architect has reviewed all of the safety netting for the project relative to the appropriate heights and locations to reasonably protect spectators and other park users from errant foul balls. They determined, in consultation with a local firm with expertise in safety netting, that the combination of the hood netting, an existing landscaped slope to the right of the right field line, and the distance to persons potentially exposed to foul balls to the right of the field, the proposed right field line netting could be appropriately adjusted from 70' to 60' in height without compromising safety. A new and reduced cost pole structure was also identified for use with this netting. The modifications of the poles and netting are anticipated to reduce the price bid by approximately \$125,000.

The time provided to the contractor to construct this project may have been a cost figure in their bid. The construction time in the Specifications is being extended from 60 to 90 working days in order to reduce the possibility that time was a cost factor.

The Landscape Architect has revised the Plans and Specifications as described above and they are on file with the Office of the City Clerk and present at the dais. The new estimated construction cost for the project is \$775,000 plus the cost of the previously approved acquisition of synthetic turf.

FISCAL IMPACT:

The Community Center Softball Field Improvements Project, CIP No. 240, is included in the current year Capital Improvement Program Budget in the amount of \$200,000. The addition of synthetic turf and other amenities to the project has increased the project funding requirements. The anticipated rebates from Water Agencies for the removal of natural turf have reduced this total cost. At the time of the award of the construction contract, staff will return a budget amendment to the City Council indicating the funding sources and total project costs for approval.

CEQA FINDINGS:

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302 (replacement of existing facilities involving negligible expansion of capacity) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because the project calls for replacing the existing turf field in the same location. This project is also exempt from CEQA pursuant to Section 15301 of the CEQA Guidelines (minor alteration of existing facilities involving negligible or no expansion of the existing use) because it calls for the minor alteration of the existing field, including the addition of outfield padding, increasing the width of a concrete sidewalk, adding netting, and upgrading the existing Musco lighting system, resulting in negligible or no expansion of the existing field.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: APRIL 28, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER**

ISSUE: SUBMISSION OF AN APPLICATION FOR COVERAGE UNDER THE SAN DIEGO REGIONAL WATER QUALITY CONTROL BOARD'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FOR POLLUTANT DISCHARGES RELATING TO THE CITY'S FOURTH OF JULY FIREWORKS DISPLAY AND ADOPTION OF A CATEGORICAL EXEMPTION DETERMINING THAT THE EVENT IS EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO TITLE 14, CHAPTER 3, SECTION 15304(E) OF THE CALIFORNIA CODE OF REGULATIONS

RECOMMENDATION: THAT THE CITY COUNCIL: (1) DIRECT STAFF TO SUBMIT AN APPLICATION FOR COVERAGE UNDER THE SAN DIEGO REGIONAL WATER QUALITY CONTROL BOARD'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FOR POLLUTANT DISCHARGES RELATING TO THE CITY'S FOURTH OF JULY FIREWORKS DISPLAY; AND (2) ADOPT A CATEGORICAL EXEMPTION.

SUMMARY:

The City of Laguna Hills (City) is located within the jurisdiction of the San Diego Regional Water Quality Control Board (Regional Board) which is responsible for regulating activities that could impact water quality throughout the San Diego Region (which also includes portions of Riverside County and South Orange County). In 2011, the Regional Board adopted a permit review process for fireworks displays as a result of the numerous private and public venues that maintained fireworks displays throughout the year on or adjacent to urban shorelines in the San Diego Region. The City must submit a permit application to the Regional Board in advance of the planned Fourth of July fireworks display and complete an environmental review of the event pursuant to the California Environmental Quality Act (CEQA).

After reviewing relevant available materials, staff has concluded that the City's Fourth of July Celebration and Fireworks Display is not subject to the requirements of CEQA and recommends that the City Council adopt a Categorical Exemption.

BACKGROUND:

The City of Laguna Hills is located within the jurisdiction of the Regional Board, which regulates pollutant discharges into surface waters (rivers, streams, harbors, the ocean, etc.) associated with public fireworks displays within its service area. Examples of pollutants include airborne particulates, chemicals, and debris (paper, cardboard, wires, fuses) that are scattered by each burst charge in a fireworks display and could be deposited into local surface waters. Laguna Hills is located several miles away from the nearest body of water, but is still required to obtain a permit from the Regional Board to host a public fireworks display. The City hosts one fireworks event per year lasting approximately 20 minutes on the Fourth of July and no other events involving fireworks are held within the City during the course of the year.

Pollutant discharges associated with the event will not be significant. Based on water quality data obtained in 2011, the Regional Board determined that it was unlikely that single fireworks events of a smaller size than SeaWorld's Fourth of July and Labor Day events would cause exceedances of applicable water quality criteria in the water column of receiving waters.¹ Staff notes that SeaWorld's special events pyrotechnic displays involve approximately 1,000 pounds of fireworks while the City's is approximately 750 pounds. In addition, in 2002, the South Coast Air Quality Management District monitored and evaluated air quality impacts caused by fireworks shows similar in size to the one planned for the City's Fourth of July Celebration and determined there was no exceedance of State Relative Exposure Levels (RELs). AB2588 Health Risk Assessment values submitted as part of the evaluation also indicated that the cancer exposure risk from the fireworks displays is 1.8 in one million maximum cancer risk.²

FISCAL IMPACT:

The application for the fireworks display permit and adoption of the proposed Categorical Exemption will not have a fiscal impact. The City Council has awarded a contract for the City's Fourth of July fireworks display which currently has an approved budget of \$26,400.

¹ SDRWQCB ORDER NO. R9-2011-0022/ NPDES NO. CAG999002: General National Pollutant Discharge Elimination System (NPDES) permit for residual firework pollutant waste discharges to waters of the United States in the San Diego Region from the public display of fireworks - Adopted May 11, 2011.

² White Paper on Status of Fireworks Displays and Fireworks Regulations in the South Coast Air Basin, South Coast Air Quality Management District, July 9, 2004.

CEQA FINDINGS:

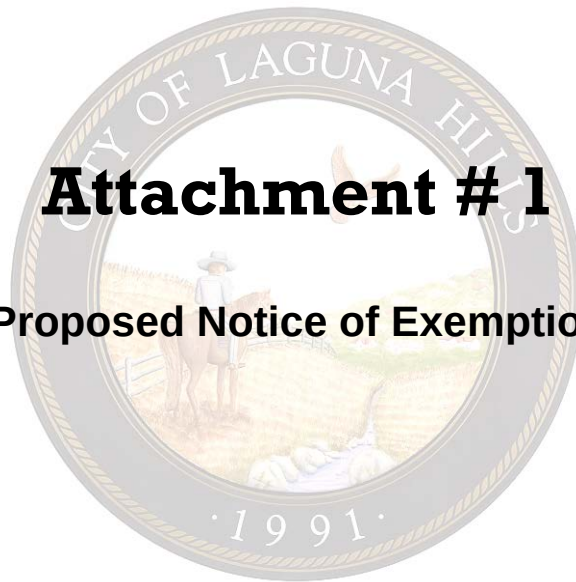
The Regional Board has determined, pursuant to Order No. R9-2011-0022 adopted May 11, 2011, that fireworks shows do not exceed relevant requirements for water quality subject to the discharge prohibitions and specifications, receiving waters limitations, and provisions incorporated into the referenced order. In addition, in 2002, the South Coast Air Quality Management District monitored and evaluated air quality impacts caused by fireworks shows similar in size to the one planned for the City's Fourth of July Celebration and determined there was no exceedance of State Relative Exposure Levels (RELs). AB2588 Health Risk Assessment values submitted as part of the evaluation also indicated that the cancer exposure risk from the fireworks displays is 1.8 in one million maximum cancer risk (*SCAQMD, July 9, 2004*). Therefore, the City's fireworks display associated with its Fourth of July Celebration will not have a significant effect on the environment. In addition, it has been determined that the City's Fourth of July fireworks display is categorically exempt from CEQA pursuant to Guideline Section No. 15304 (Class 4, Minor Alterations to Land). A Class 4 categorical exemption applies to minor and temporary uses of land having negligible or no permanent effects on the environment.

ATTACHMENTS:

- Attachment 1 - Proposed Notice of Exemption
- Attachment 2 – Application Form

Attachment # 1

Proposed Notice of Exemption



NOTICE OF EXEMPTION

TO: Orange County Clerk Recorder
County of Orange
P. O. Box 238
Santa Ana, CA 92702

FROM: City of Laguna Hills
Planning Department
24035 El Toro Road
Laguna Hills, CA 92653

Project Title: City of Laguna Hills Fourth of July Celebration and Fireworks Display

Project Location: 25555 Alicia Parkway

Project Location – City: Laguna Hills, CA Project Location – County: Orange

Project Approval Date: April 28, 2015

Description of nature, purpose, and beneficiaries of project: The City of Laguna Hills proposes to hold a Fourth of July Celebration, which includes a public fireworks display utilizing approximately 750 pounds of pyrotechnic material. The event will last several hours with the fireworks display lasting approximately 15 minutes.

Name of public agency approving project:

City of Laguna Hills

Name of person or Agency carrying out project (Lead Agency):

City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92653

Exempt Status: (Check One)

☐ Ministerial project. (Section 15073, State Guidelines)

☐ Not a project. (Section 15071(a) State Guidelines)

☐ Emergency project. (Section 15071(b) and (c) State Guidelines)

☒ Categorical Exemption. Code Number: Section 15304, Class 4(e), "Minor temporary use of land having negligible or no permanent effects on the environment."

Reason why project was exempt: The San Diego Regional Water Quality Control Board evaluated water quality impacts from individual fireworks displays and determined that it was unlikely pyrotechnic displays utilizing under 1,000 pounds of material would cause exceedances of applicable water quality criteria of receiving waters. Similarly, the South Coast Air Quality Management District determined that air quality impacts caused by displays similar in size to the one to be carried out by the City do not exceed State RELs or result in a significant increase in cancer risk from air contaminants.

Lead Agency Contact Person: David Chantarangsu Phone: 949-707-2675

Signature: _____ Title: Community Development Director

Date Submitted to County Clerk: _____



Attachment # 2

Application Form

INTRODUCTION

This application package constitutes a Report of Waste Discharge (ROWD) pursuant to California Water Code Section 13260. Section 13260 states that persons discharging or proposing to discharge waste that could affect the quality of the waters of the State, other than into a community sewer system, shall file a ROWD containing information which may be required by the appropriate Regional Water Quality Control Board (RWQCB).

This package is to be used to start the application process for all waste discharge requirements (WDRs) and National Pollutant Discharge Elimination System (NPDES) permits* issued by a RWQCB except:

- a) Those landfill facilities that must use a joint Solid Waste Facility Permit Application Form, California Integrated Waste Management Board Form E-1-77; and
- b) General WDRs or general NPDES permits that use a Notice of Intent to comply or specify the use of an alternative application form designed for that permit.

This application package contains:

- 1. Application/General Information Form for WDRs and NPDES Permits [Form 200 (10/97)].
- 2. Application/General Information Instructions.

Instructions

Instructions are provided to assist you with completion of the application. If you are unable to find the answers to your questions or need assistance with the completion of the application package, please contact your RWQCB representative. *The RWQCBs strongly recommend that you make initial telephone or personal contact with RWQCB regulatory staff to discuss a proposed new discharge before submitting your application.* The RWQCB representative will be able to answer procedural and annual fee related questions that you may have. (See map and telephone numbers inside of application cover.)

All dischargers regulated under WDRs and NPDES permits must pay an annual fee, except dairies, which pay a filing fee only. The RWQCB will notify you of your annual fee based on an evaluation of your proposed discharge. Please do NOT submit a check for your first annual fee or filing fee until requested to do so by a RWQCB representative. Dischargers applying for reissuance (renewal) of an existing NPDES permit or update of an existing WDR will be billed through the annual fee billing system and are therefore requested NOT to submit a check with their application. Checks should be made payable to the State Water Resources Control Board.

Additional Information Requirements

A RWQCB representative will notify you within 30 days of receipt of the application form and any supplemental documents whether your application is complete. If your application is incomplete, the RWQCB representative will send you a detailed list of discharge specific information necessary to complete the application process. The completion date of your application is normally the date when all required information, including the correct fee, is received by the RWQCB.

*** NPDES PERMITS:** If you are applying for a permit to discharge to surface water, you will need an NPDES permit which is issued under both State and Federal law and may be required to complete one or more of the following Federal NPDES permit application forms: Short Form A, Standard Form A, Forms 1, 2B, 2C, 2D, 2E, and 2F. These forms may be obtained at a RWQCB office or can be ordered from the National Center for Environmental Publications and Information at (513) 891-6561.



**APPLICATION/REPORT OF WASTE DISCHARGE
GENERAL INFORMATION FORM FOR
WASTE DISCHARGE REQUIREMENTS OR NPDES PERMIT**



**INSTRUCTIONS
FOR COMPLETING THE APPLICATION/REPORT OF WASTE DISCHARGE
GENERAL INFORMATION FORM FOR:
WASTE DISCHARGE REQUIREMENTS/NPDES PERMIT**

If you have any questions on the completion of any part of the application, please contact your RWQCB representative. A map of RWQCB locations, addresses, and telephone numbers is located on the reverse side of the application cover.

I. FACILITY INFORMATION

You must provide the factual information listed below for ALL owners, operators, and locations and, where appropriate, for ALL general partners and lease holders.

A. FACILITY:

Legal name, physical address including the county, person to contact, and phone number at the facility.
(**NO P.O. Box numbers!** If no address exists, use street and nearest cross street.)

B. FACILITY OWNER:

Legal owner, address, person to contact, and phone number. Also include the owner's Federal Tax Identification Number.

OWNER TYPE:

Check the appropriate Owner Type. The legal owner will be named in the WDRs/NPDES permit.

C. FACILITY OPERATOR (The agency or business, not the person):

If applicable, the name, address, person to contact, and telephone number for the facility operator. Check the appropriate Operator Type. If identical to B. above, enter "same as owner".

D. OWNER OF THE LAND:

Legal owner of the land(s) where the facility is located, address, person to contact, and phone number. Check the appropriate Owner Type. If identical to B. above, enter "same as owner".

E. ADDRESS WHERE LEGAL NOTICE MAY BE SERVED:

Address where legal notice may be served, person to contact, and phone number. If identical to B. above, enter "same as owner".

F. BILLING ADDRESS

Address where annual fee invoices should be sent, person to contact, and phone number. If identical to B. above, enter "same as owner".



APPLICATION/REPORT OF WASTE DISCHARGE GENERAL INFORMATION FORM FOR WASTE DISCHARGE REQUIREMENTS OR NPDES PERMIT



II. TYPE OF DISCHARGE

Check the appropriate box to describe whether the waste will be discharged to: A. Land, or B. Surface Water.

Check the appropriate box(es) which best describe the activities at your facility.

Hazardous Waste - If you check the Hazardous Waste box, STOP and contact a representative of the RWQCB for further instructions.

Landfills - A separate form, APPLICATION FOR SOLID WASTE FACILITY PERMIT/WASTE DISCHARGE REQUIREMENTS, California Integrated Waste Management Board Form E-1-77, may be required. Contact a RWQCB representative to help determine the appropriate form for your discharge.

III. LOCATION OF THE FACILITY

1. Enter the Assessor's Parcel Number(s) (APN), which is located on the property tax bill. The number can also be obtained from the County Assessor's Office. Indicate the APN for both the facility and the discharge point.
2. Enter the Latitude of the entrance to the proposed/existing facility and of the discharge point. Latitude and longitude information can be obtained from a U.S. Geological Survey quadrangle topographic map. Other maps may also contain this information.
3. Enter the Longitude of the entrance to the proposed/existing facility and of the discharge point.

IV. REASON FOR FILING

NEW DISCHARGE OR FACILITY:

A discharge or facility that is proposed but does not now exist, or that does not yet have WDRs or an NPDES permit.

CHANGE IN DESIGN OR OPERATION:

A material change in design or operation from existing discharge requirements. Final determination of whether the reported change is material will be made by the RWQCB.

CHANGE IN QUANTITY/TYPE OF DISCHARGE:

A material change in characteristics of the waste from existing discharge requirements. Final determination of whether the reported change would have a significant effect will be made by the RWQCB.

CHANGE IN OWNERSHIP/OPERATOR:

Change of legal owner of the facility. Complete Parts I, III, and IV only and contact the RWQCB to determine if additional information is required.

WASTE DISCHARGE REQUIREMENTS UPDATE OR NPDES PERMIT REISSUANCE:

WDRs must be updated periodically to reflect changing technology standards and conditions. A new application is required to reissue an NPDES permit which has expired.

OTHER:

If there is a reason other than the ones listed, please describe the reason on the space provided. (If more space is needed, attach a separate sheet.)



APPLICATION/REPORT OF WASTE DISCHARGE GENERAL INFORMATION FORM FOR WASTE DISCHARGE REQUIREMENTS OR NPDES PERMIT



V. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

It should be emphasized that communication with the appropriate RWQCB staff is vital before starting the CEQA documentation, and is recommended before completing this application. There are Basin Plan issues which may complicate the CEQA effort, and RWQCB staff may be able to help in providing the needed information to complete the CEQA documentation.

Name the Lead Agency responsible for completion of CEQA requirements for the project, i.e., completion and certification of CEQA documentation.

Check YES or NO. Has a public agency determined that the proposed project is exempt from CEQA? If the answer is YES, state the basis for the exemption and the name of the agency supplying the exemption on the space provided. (Remember that, if extra space is needed, use an extra sheet of paper, but be sure to indicate the attached sheet under Section VII. Other.)

Check YES or NO. Has the "Notice of Determination" been filed under CEQA? If YES, give the date the notice was filed and enclose a copy of the Notice of Determination and the Initial Study, Environmental Impact Report, or Negative Declaration. If NO, check the box of the expected type of CEQA document for this project, and include the expected date of completion using the timelines given under CEQA. The date of completion should be taken as the date that the Notice of Determination will be submitted. (If not known, write "Unknown")

VI. OTHER REQUIRED INFORMATION

To be approved, your application MUST include a COMPLETE characterization of the discharge. If the characterization is found to be incomplete, RWQCB staff will contact you and request that additional specific information be submitted.

This application MUST be accompanied by a site map. A USGS 7.5' Quadrangle map or a street map, if more appropriate, is sufficient for most applications.

VII. OTHER

If any of the answers on your application form need further explanation, attach a separate sheet. Please list any attachments with the titles and dates on the space provided.

VIII. CERTIFICATION

Certification by the owner of the facility or the operator of the facility, if the operator is different from the owner, is required. The appropriate person must sign the application form.

Acceptable signatures are:

1. **for a corporation**, a principal executive officer of at least the level of senior vice-president;
2. **for a partnership or individual (sole proprietorship)**, a general partner or the proprietor;
3. **for a governmental or public agency**, either a principal executive officer or ranking elected/appointed official.

DISCHARGE SPECIFIC INFORMATION

In most cases, a request to supply additional discharge specific information will be sent to you by a representative of the RWQCB. If the RWQCB determines that additional discharge specific information is not needed to process your application, you will be so notified.



APPLICATION/REPORT OF WASTE DISCHARGE GENERAL INFORMATION FORM FOR WASTE DISCHARGE REQUIREMENTS OR NPDES PERMIT

**I. FACILITY INFORMATION****A. Facility:**

Name:			
Address:			
City:	County:	State:	Zip Code:
Contact Person:		Telephone Number:	

B. Facility Owner:

Name:		Owner Type (Check One) 1. ☐ Individual 2. ☐ Corporation 3. ☐ Governmental Agency 4. ☐ Partnership 5. ☐ Other: _____	
Address:			
City:	State:		
Contact Person:		Telephone Number:	Federal Tax ID:

C. Facility Operator (The agency or business, not the person):

Name:		Operator Type (Check One) 1. ☐ Individual 2. ☐ Corporation 3. ☐ Governmental Agency 4. ☐ Partnership 5. ☐ Other: _____	
Address:			
City:	State:		
Contact Person:		Telephone Number:	

D. Owner of the Land:

Name:		Owner Type (Check One) 1. ☐ Individual 2. ☐ Corporation 3. ☐ Governmental Agency 4. ☐ Partnership 5. ☐ Other: _____	
Address:			
City:	State:		
Contact Person:		Telephone Number:	

E. Address Where Legal Notice May Be Served:

Address:		
City:	State:	Zip Code:
Contact Person:	Telephone Number:	

F. Billing Address:

Address:		
City:	State:	Zip Code:
Contact Person:	Telephone Number:	



APPLICATION/REPORT OF WASTE DISCHARGE GENERAL INFORMATION FORM FOR WASTE DISCHARGE REQUIREMENTS OR NPDES PERMIT



II. TYPE OF DISCHARGE

Check Type of Discharge(s) Described in this Application (A or B):

☐ **A. WASTE DISCHARGE TO LAND**

☐ **B. WASTE DISCHARGE TO SURFACE WATER**

Check all that apply:

☐ Domestic/Municipal Wastewater
Treatment and Disposal

☐ Cooling Water

☐ Mining

☐ Waste Pile

☐ Wastewater Reclamation

☐ Other, please describe: _____

☐ Animal Waste Solids

☐ Land Treatment Unit

☐ Dredge Material Disposal

☐ Surface Impoundment

☐ Industrial Process Wastewater

☐ Animal or Aquacultural Wastewater

☐ Biosolids/Residual

☐ Hazardous Waste (see instructions)

☐ Landfill (see instructions)

☐ Storm Water

III. LOCATION OF THE FACILITY

Describe the physical location of the facility.

1. Assessor's Parcel Number(s)

Facility:

Discharge Point:

2. Latitude

Facility:

Discharge Point:

3. Longitude

Facility:

Discharge Point:

IV. REASON FOR FILING

☐ New Discharge or Facility

☐ Changes in Ownership/Operator (see instructions)

☐ Change in Design or Operation

☐ Waste Discharge Requirements Update or NPDES Permit Reissuance

☐ Change in Quantity/Type of Discharge

☐ Other: _____

V. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Name of Lead Agency: _____

Has a public agency determined that the proposed project is exempt from CEQA?

☐ Yes

☐ No

If Yes, state the basis for the exemption and the name of the agency supplying the exemption on the line below.

Basis for Exemption/Agency: _____

Has a "Notice of Determination" been filed under CEQA?

☐ Yes

☐ No

If Yes, enclose a copy of the CEQA document, Environmental Impact Report, or Negative Declaration. If no, identify the expected type of CEQA document and expected date of completion.

Expected CEQA Documents:

☐ EIR

☐ Negative Declaration

Expected CEQA Completion Date: _____



APPLICATION/REPORT OF WASTE DISCHARGE GENERAL INFORMATION FORM FOR WASTE DISCHARGE REQUIREMENTS OR NPDES PERMIT



VI. OTHER REQUIRED INFORMATION

Please provide a COMPLETE characterization of your discharge. A complete characterization includes, but is not limited to, design and actual flows, a list of constituents and the discharge concentration of each constituent, a list of other appropriate waste discharge characteristics, a description and schematic drawing of all treatment processes, a description of any Best Management Practices (BMPs) used, and a description of disposal methods.

Also include a site map showing the location of the facility and, if you are submitting this application for an NPDES permit, identify the surface water to which you propose to discharge. Please try to limit your maps to a scale of 1:24,000 (7.5' USGS Quadrangle) or a street map, if more appropriate.

VII. OTHER

Attach additional sheets to explain any responses which need clarification. List attachments with titles and dates below:

You will be notified by a representative of the RWQCB within 30 days of receipt of your application. The notice will state if your application is complete or if there is additional information you must submit to complete your Application/Report of Waste Discharge, pursuant to Division 7, Section 13260 of the California Water Code.

VIII. CERTIFICATION

"I certify under penalty of law that this document, including all attachments and supplemental information, were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated 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, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Print Name: _____

Title: _____

Signature: _____

Date: _____

FOR OFFICE USE ONLY

Date Form 200 Received:	Letter to Discharger:	Fee Amount Received:	Check #:
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California Environmental Protection Agency

Bill of Rights for Environmental Permit Applicants

California Environmental Protection Agency (Cal/EPA) recognizes that many complex issues must be addressed when pursuing reforms of environmental permits and that significant challenges remain. We have initiated reforms and intend to continue the effort to make environmental permitting more efficient, less costly, and to ensure that those seeking permits receive timely responses from the boards and departments of the Cal/EPA. To further this goal, Cal/EPA endorses the following precepts that form the basis of a permit applicant's "Bill of Rights."

1. Permit applicants have the right to assistance in understanding regulatory and permit requirements. All Cal/EPA programs maintain an Ombudsman to work directly with applicants. Permit Assistance Centers located throughout California have permit specialists from all the State, regional, and local agencies to identify permit requirements and assist in permit processing.
2. Permit applicants have the right to know the projected fees for review of applications, how any costs will be determined and billed, and procedures for resolving any disputes over fee billings.
3. Permit applicants have the right of access to complete and clearly written guidance documents that explain the regulatory requirements. Agencies must publish a list of all information required in a permit application and of criteria used to determine whether the submitted information is adequate.
4. Permit applicants have the right of timely completeness determinations for their applications. In general, agencies notify the applicant within 30 days of any deficiencies or determine that the application is complete. California Environmental Quality Act (CEQA) and public hearing requests may require additional information.
5. Permit applicants have the right to know exactly how their applications are deficient and what further information is needed to make their applications complete. Pursuant to California Government code Section 65944, after an application is accepted as complete, an agency may not request any new or additional information that was not specified in the original application.
6. Permit applicants have the right of a timely decision on their permit application. The agencies are required to establish time limits for permit reviews.
7. Permit applicants have the right to appeal permit review time limits by statute or administratively that have been violated without good cause. For state environmental agencies, appeals are made directly to the Cal/EPA Secretary or to a specific board. For local environmental agencies, appeals are generally made to the local governing board or, under certain circumstances, to Cal/EPA. Through this appeal, applicants may obtain a set date for a decision on their permit and, in some cases, a refund of all application fees (ask boards and departments for details).
8. Permit applicants have the right to work with a single lead agency where multiple environmental approvals are needed. For multiple permits, all agency actions can be consolidated under a lead agency. For site remediation, all applicable laws can be administered through a single agency.
9. Permit applicants have the right to know who will be reviewing their application and the time required to complete the full review process.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: APRIL 28, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: PROPOSED LEASE WITH THE BANC OF CALIFORNIA, A NATIONAL ASSOCIATION, FOR 24031 EL TORO ROAD, SUITE 100B, LAGUNA HILLS, CALIFORNIA, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE LEASE

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE LEASE WITH THE BANC OF CALIFORNIA, A NATIONAL ASSOCIATION, FOR 24031 EL TORO ROAD, SUITE 100B, LAGUNA HILLS, CALIFORNIA, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE LEASE.

SUMMARY:

Staff has been negotiating a lease with Banc of California for the last six months and recently agreed upon the attached lease for an initial five-year term, with two five-year options to extend, for a portion of the first floor Suite 100 space. This is the space that is closest to El Toro Road and has its own existing exterior doors. The following are the key lease terms and fiscal analysis based on the initial five-year term:

Term: 5 years, with 3 five-year options to extend

Rentable Square Feet: 2,394

Upfront Capital: \$87,667

Rate: Year 1 – 1.90
Year 2 – 1.96
Year 3 – 2.02
Year 4 – 2.08
Year 5 – 2.14

Total Rent Payments: \$289,827

Net Present Value: \$77,605

Discount Rate: 12%

The proposed lease involves demising Suite 100 into two spaces (see attached Demise Plan). It also anticipates the installation of two ATM machines in the place of the existing exterior doors to the space. A new front door and entry way will be constructed immediately to the south of the existing exterior doors (see Exhibit E in the attached lease). This will necessarily involve some additional concrete paving and landscape work. The lease includes a \$30.00 per usable square foot tenant allowance. It is expected that the bank will make a substantial investment in the space beyond the tenant improvement allowance. The lease also restricts the two parking spaces immediately in front of the suite for ATM parking only. Estimated date of occupancy is September 1, 2015. Staff is recommending approval of the lease.

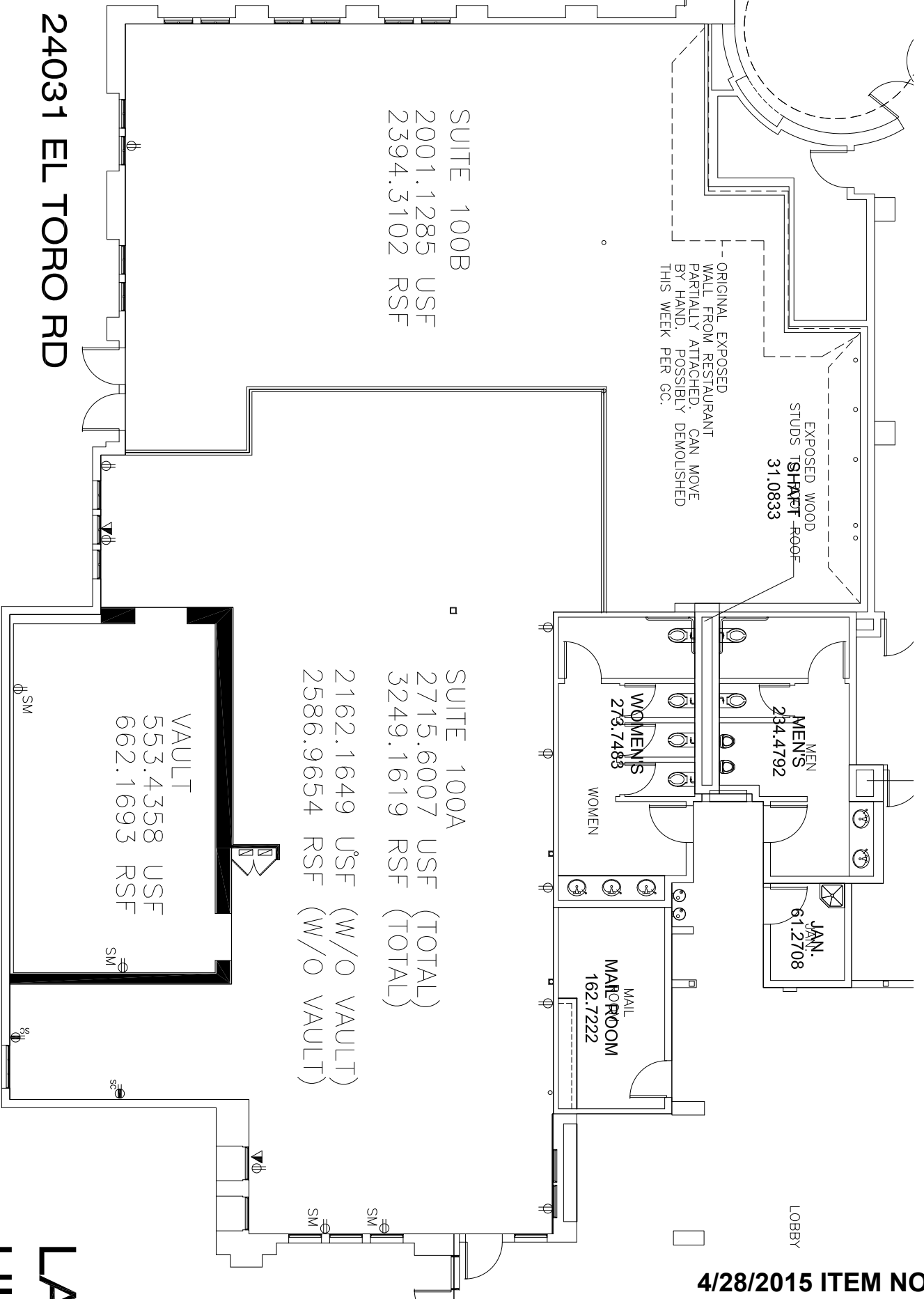
FISCAL IMPACT:

As noted above, total rent payments for the initial five-year term will total \$289,827 with a net present value of \$77,605.

ATTACHMENTS:

- Suite 100 Demise Plan
- Lease

24031 EL TORO RD





STANDARD MULTI-TENANT OFFICE LEASE - GROSS

AIR COMMERCIAL REAL ESTATE ASSOCIATION

1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Lease ("Lease"), dated for reference purposes only April 28, 2015

is made by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California

("Lessor")

and BANC of California, a National Association

("Lessee"),

(collectively the "Parties", or individually a "Party").

1.2(a) Premises: That certain portion of the Project (as defined below), known as Suite Numbers(s) 100B

First floor(s), consisting of approximately 2,394 rentable square feet and approximately 2,001

useable square feet ("Premises"). The Premises are located at: 24031 El Toro Road

in the City of Laguna Hills, County of Orange

State of California, with zip code 92654. In addition to Lessee's rights to use and occupy the

Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter

specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building

containing the Premises ("Building") or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which

they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." The Project consists of

approximately 51,943 rentable square feet. (See also Paragraph 2)

1.2(b) Parking: 4/1000 unreserved and 2 reserved vehicle ATM parking spaces at a monthly cost of

\$N/A per unreserved space and \$N/A per reserved space. (See Paragraph 2.6)

1.3 Term: Five years and N/A months ("Original Term")

commencing Upon substantial completion of TI's or 180 days from date of Lease

execution ("Commencement Date") and ending 60 months after commencement ("Expiration

Date"). (See also Paragraph 3)

1.4 Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing

N/A ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: \$4,548.60 per month ("Base Rent"), payable on the First day of each month

commencing Upon substantial completion of TI's or 180 days from date of Lease execution

(See also Paragraph 4 below)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 4.4 (See

Addendum Paragraph 1)

1.6 Lessee's Share of Operating Expense Increase: 4.61% percent (4.61%) ("Lessee's

Share"). In the event that that size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's

Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) Base Rent: \$4,548.60 for the period Month one of term

(b) Security Deposit: \$5,119.49 ("Security Deposit"). (See also Paragraph 5)

(c) Parking: \$N/A for the period N/A

(d) Other: \$N/A for N/A

(e) Total Due Upon Execution of this Lease: \$9,668.09

1.8 Agreed Use: Banking services, marketing of any other financial services and

investment products and general office

(See also Paragraph 6)

1.9 Base Year; Insuring Party. The Base Year is 2016. Lessor is the "Insuring Party". (See also Paragraphs 4.2 and 8)

1.10 Real Estate Brokers: (See also Paragraph 15 and 25)

(a) Representation: The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

☒ Essex Realty Management represents Lessor exclusively ("Lessor's Broker");

☒ Gremel Williams Commercial Real Estate represents Lessee exclusively ("Lessee's Broker"); or

☐ N/A represents both Lessor and Lessee ("Dual Agency").

(b) Payment to Brokers: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers for the brokerage

services rendered by the Brokers the fee agreed to in the attached a separate written agreement. or if no such agreement is attached, the sum of

or % of the total Base Rent payable for the Original Term, the sum of or % of the total Base

Rent payable during any period of time that the Lessee occupies the Premises subsequent to the Original Term, and/or the sum of

or % of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises.

1.11 Guarantor. The obligations of the Lessee under this Lease shall be guaranteed by N/A

("Guarantor"). (See also Paragraph 37)

1.12 **Business Hours for the Building:** 7:00 a.m. to 6:00 p.m., Mondays through Fridays (except Building Holidays) and 8:00 a.m. to 2:00 p.m. on Saturdays (except Building Holidays). "Building Holidays" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and N/A.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

☐ Janitorial services

☐ Electricity

☐ Other (specify): N/A

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☒ an Addendum consisting of Paragraphs 1 through 6;

☒ a plot plan depicting the Premises; Exhibit "A"

☒ a current set of the Rules and Regulations; Exhibit "B"

☒ a Work Letter; / Requirements for improvements or alterations by Lessee (Exhibit "D")

☐ a janitorial schedule;

☒ other (specify): Exhibit "C" Waiver and Release, Exhibit "E" Approved Preliminary Plans

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **Note: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law.

2.3 **Compliance.** Lessor warrants to the best of its knowledge that the improvements comprising the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") in effect on the Start Date. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to nonvoluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking.** So long as Lessee is not in default, and subject to the Rules and Regulations attached hereto, and as established by Lessor from time to time, Lessee shall be entitled to rent and use the number of parking spaces specified in Paragraph 1.2(b) at the rental rate applicable from time to time for monthly parking as set by Lessor and/or its licensee.

(a) If Lessee commits, permits or allows any of the prohibited activities described in the Lease or the rules then in effect, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

(b) ~~The monthly rent per parking space specified in Paragraph 1.2(b) is subject to change upon 30 days prior written notice to Lessee. The rent for the parking is payable one month in advance prior to the first day of each calendar month.~~

2.7 **Common Areas - Definition.** The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers,

shippers, customers, contractors and invitees, including, but not limited to, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 Common Areas - Lessee's Rights. Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the nonexclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 Common Areas - Rules and Regulations. Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 Common Areas - Changes. Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of the Operating Expense Increase) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 Delay In Possession. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (~~Paragraph 8.5~~ Paragraph 8.2 & 8.3 of this Lease (see Addendum Paragraph 3)). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 Operating Expense Increase. Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share of the amount by which all Operating Expenses for each Comparison Year exceeds the amount of all Operating Expenses for the Base Year, such excess being hereinafter referred to as the "Operating Expense Increase", in accordance with the following provisions:

(a) "Base Year" is as specified in Paragraph 1.9.

(b) "Comparison Year" is defined as each calendar year during the term of this Lease subsequent to the Base Year; provided, however, Lessee shall have no obligation to pay a share of the Operating Expense Increase applicable to the first 12 months of the Lease Term (other than such as are mandated by a governmental authority, as to which government mandated expenses Lessee shall pay Lessee's Share, notwithstanding they occur during the first twelve (12) months). Lessee's Share of the Operating Expense Increase for the first and last Comparison Years of the Lease Term shall be prorated according to that portion of such Comparison Year as to which Lessee is responsible for a share of such increase.

(c) The following costs relating to the ownership and operation of the Project, calculated as if the Project was at least 95% occupied, are defined as "Operating Expenses":

(i) Costs relating to the operation, repair, and maintenance in neat, clean, safe, good order and condition, but not the replacement (see subparagraph (g)), of the following:

(aa) The Common Areas, including their surfaces, coverings, decorative items, carpets, drapes and window coverings, and including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, stairways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, Common Area lighting facilities, building exteriors and roofs, fences and gates;

(bb) All heating, air conditioning, plumbing, electrical systems, life safety equipment, communication systems and other equipment used in common by, or for the benefit of, tenants or occupants of the Project, including elevators and escalators, tenant directories, fire detection systems including sprinkler system maintenance and repair.

(cc) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of trash disposal, janitorial and security services, pest control services, and the costs of any environmental inspections;

(iii) The cost of any other service to be provided by Lessor that is elsewhere in this Lease stated to be an "Operating Expense";

(iv) The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 and any deductible portion of an insured loss concerning the Building or the Common Areas;

(v) The amount of the Real Property Taxes payable by Lessor pursuant to paragraph 10;

(vi) The cost of water, sewer, gas, electricity, and other publicly mandated services not separately metered;

(vii) Labor, salaries, and applicable fringe benefits and costs, materials, supplies and tools, used in maintaining and/or cleaning the Project and accounting and management fees attributable to the operation of the Project;

(viii) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such Capital Expenditure in any given month;

(ix) The cost to replace equipment or improvements that have a useful life for accounting purposes of 5 years or less.

(x) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(d) Any item of Operating Expense that is specifically attributable to the Premises, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Premises, Building, or other building. However, any such item that is not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(e) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(c) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same. Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(f) Lessee's Share of Operating Expense Increase is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the Operating Expense Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such Year exceed Lessee's Share, Lessee shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such Year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of said statement. Lessor and Lessee shall forthwith adjust between them by cash payment any balance determined to exist with respect to that portion of the last Comparison Year for which Lessee is responsible as to Operating Expense Increases, notwithstanding that the Lease term may have terminated before the end of such Comparison Year.

(g) Operating Expenses shall not include the costs of replacement for equipment or capital components such as the roof, foundations, exterior walls or a Common Area capital improvement, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(h) Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or by insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease, Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25.75 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

4.4 (See Addendum Paragraph 1 - "Base Rent Schedule").

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use.** (See Addendum "Paragraph 2").

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises

from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.** Notwithstanding Lessor's obligation to keep the Premises in good condition and repair, Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, HVAC, fire hydrants, and the Common Areas. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof, ceilings, floors or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed \$2,000 \$5,000 in any 12 month period. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with asbuilt plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor. In addition to, and without limiting the other requirements of this Paragraph 7.3 all utilities, installations, and alterations made by Lessee shall also be subject to the provisions of Exhibit "D" attached to this Lease.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all

Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. (See Addendum Paragraph 3.)

Insurance; Indemnity.

8.1 **Insurance Premiums.** The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Manager or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a Waiver of Subrogation endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee

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shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraphs 8.1 & 8.2 of this Lease (See Addendum Paragraph 3) **Paragraph 8.3(a)**, irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.3 (e) of this Lease (see Addendum Paragraph 3) **Paragraph 8.6**.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value Insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable

adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definitions.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.**

11.1 **Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable and normal drinking and lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Premises and Common Areas 5 times per week, excluding Building Holidays, or pursuant to the attached janitorial schedule, if any. Lessor shall not, however, be required to provide janitorial services to kitchens or storage areas included within the Premises.

~~11.2 **Services Exclusive to Lessee.** Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. If a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.~~

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraphs 8.1 & 8.2 of this Lease (See Addendum Paragraph 3) Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no

further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.** (see Addendum)

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the rentable floor area of the Premises, or more than 25% of Lessee's Reserved Parking Spaces, if any, are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third-party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third-party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the AIRCommercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their

personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** ~~Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.~~ **No Right to Holdover / Lessee Holdover Option.** Except as provided otherwise in this Paragraph 26, Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease; and in the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Notwithstanding the foregoing, it is understood and agreed that at the end of the Original Term the Lessee shall have the right, subject to providing Lessor at least sixty (60) days written notice prior to the Lease Expiration Date, to holdover for up to two (2) months after the Lease Expiration Date (see, Paragraph 1.3 of this Lease) at the then-current monthly Base Rent that the Lessee is paying at the time of the Expiration Date (see, Paragraphs 1.3, 1.5, 1.7, and 4.4 of this Lease) (See, Addendum Paragraph 1 - "Base Rent Schedule"). Thereafter, Lessee shall then have the further option to holdover on a month-to-month basis at 150% of the then-current monthly Base Rent that the Lessee is paying at the time of the Expiration Date; however, it is expressly understood and agreed that Lessor and Lessee shall each have the right to either cancel or terminate this second month-to-month holdover option upon thirty (30) days written notice to the other party.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and

be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted any Option, as defined below, then the following provisions shall apply. (See, Paragraphs 26 and 52 of this Lease.)

39.1 **Definition.** "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. **Reservations.**

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

~~(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out-of-pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.~~

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable nonmonetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease

☐ is ☒ is not attached to this Lease.

49. **Accessibility; Americans with Disabilities Act.**

(a) The Premises: ☐ have not undergone an inspection by a Certified Access Specialist (CASp). ☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. ☒ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

(b) Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

50. **Tenant Improvement.** Lessor shall provide to Lessee a tenant improvement allowance up to \$30.00 per usable square foot (\$60,030.00) to be used for a bank build out of the Premises.

51. **ATM Installation.** Lessee shall have the right, at Lessee's sole cost and expense, to design, construct, install, and maintain during the Term of this Lease an exterior ATM at a mutually agreeable location on the Building; however it is expressly understood and agreed that the Parties shall mutually agree in advance and in writing as to a) the design, size, scope, and specification of said ATM, and b) the specific location that the ATM will be installed and maintained by Lessee on the Building. Lessor's approval of the design, size, scope, and specifications, as well as the proposed ATM location, shall not be unreasonably withheld.

52. **Lessee Option to Extend.** Except as provided otherwise in this Lease, Lessee shall have three (3) five (5) year options to extend this Lease under the same terms and conditions subject, however, to the following conditions: (1) Lessee shall, prior to the Lease Expiration Date, provide eighteen (18) months written notice to Lessor of Lessee's intent to exercise the Lease extension option set forth in this Paragraph; and, (2) the monthly Base Rent for the renewal term authorized by this Paragraph shall be 95% of the then-current Fair Market Value for general office space at the time Lessee elects to exercise the extended term option.

53. **Tenant Signage.** Lessee shall have the right to install and maintain at its sole cost and expense exterior commercial signage advertising Lessee's business name on the Building, as well as an individual commercial tenant monument sign advertising the Lessee's business name near the Building site entrance during the Term of this Lease provided, however, that said exterior commercial tenant signage conforms with and is in compliance at all times during the Term of this Lease with all applicable sign regulations and requirements set forth in the Laguna Hills Municipal Code. Such exterior commercial tenant signage shall be approved by Lessor, which approval shall not be unreasonably withheld, and shall be included and made a part of the Laguna Hills Civic Center sign program, and shall be reviewed and approved by Lessor as part of the Laguna Hills Civic Center sign program.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.
- WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: 24031 El Toro Road, Suite 100

Executed at: _____

On: _____

On: _____

By LESSOR:

By LESSEE:

The City of Laguna Hills

BANC of California, a National Association

By: _____

By: _____

Name Printed: Bruce E. Channing

Name Printed: Ms. Sima Parsa

Title: City Manager

Title: SVP of Corp. Real Estate and Procurement

By: _____

By: _____

Name Printed: Peggy Johns

Name Printed: Ronald J Nicolas

Title: City Clerk

Title: EVP, Chief Financial Officer

Address: 24031 El Toro Road, Suite 100

Laguna Hills, CA 92654

Address: _____

Telephone: (____) _____

Telephone: (____) _____

Facsimile: (____) _____

Facsimile: (____) _____

Email: _____

Email: _____

Federal ID No. _____

Email: _____

Federal ID No. _____

LESSOR'S BROKER:

LESSEE'S BROKER:

Essex Realty Management, Inc.

Gremel Williams Commercial Real Estate

Attn: Sandi Montez

Attn: Scott Williams

Address: 111 Corporate Drive, Suite 110

Address: _____

Ladera Ranch, CA 92694

Telephone: (949) 218-3801

Telephone: (949) 492-3900

Facsimile: (____) _____

Facsimile: (949) 492-0876

Email: _____

Email: scott@gremel-williams.com

Broker/Agent DRE License #: 00965485

Broker/Agent DRE License #: 00913878

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE (this “Addendum”) shall constitute part of that certain STANDARD MULTI-LESSEE OFFICE LEASE – GROSS (“Lease”), dated as of April 28, 2015, between The City of Laguna Hills (“Lessor”), and BANC of California, a National Association (“Lessee”). The terms of this Addendum shall be incorporated into the Lease for all purposes. In the event of any conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control.

1. Base Rent Schedule. Section 4.4 is hereby added to the Lease to read as follows:

4.4 Base Rent Schedule

4.4.1 The monthly Base Rent payable as defined in paragraph 4.1 and as set forth in paragraph 1.5 and 1.7 (a) of the Lease shall be adjusted as set forth below:

Months 1-12 \$4,548.60

Months 12-24 \$4,685.06

Months 25-36 \$4,825.61

Months 37-48 \$4,970.38

Months 49-60 \$5,119.49

2. Parking. Section 2.6 of the Lease is hereby supplemented to provide that Lessee shall be entitled to a total of two (2) parking spaces located in immediate proximity to the ATM installed at the Premises by Lessee, if any. The spaces shall be designated as being for “BANC ATM Parking Only” by Lessor, as reasonably approved by Lessee.
3. Common Areas. Lessor shall not make any changes to the Common Area pursuant to Section 2.10, which materially and adversely impact Lessee’s access, ingress, egress or visibility of the Premises or any ATM installation of Lessee and Lessor shall conduct such change in a manner which results in the minimum reasonable impact on Lessee’s use of the Premises and that of its employees and customers. .
4. Operating Expenses. Notwithstanding anything in the Lease to the contrary, Lessee shall not be responsible for any Operating Expenses in connection with the maintenance of the roof or any Building systems during the initial two (2) years of the Lease term. Furthermore, notwithstanding anything in the Lease to the contrary, Operating Expenses shall not include the following items:

- (a) costs incurred by Lessor for the repair of damage to the Building pursuant to the terms of the Lease or otherwise (other than commercially reasonable insurance deductibles);
- (b) the cost of any item reimbursable by insurance or condemnation proceeds or which would be reimbursable from insurance required to be maintained by Lessor under this Lease;
- (c) costs, including permit, license and inspection costs, incurred with respect to the installation of Lessees' or other occupants' improvements made for Lessees or other occupants in the Building or incurred in renovating or otherwise improving, decorating, painting or redecorating space for Lessees or other occupants of the Building;
- (d) marketing and promotional costs, including but not limited to leasing commissions, real estate brokerage commissions, and attorneys' fees in connection with the negotiation and preparation of letters, deal memos, letters of intent, leases, subleases and/or assignments, space planning costs, and other costs and expenses incurred in connection with lease, sublease and/or assignment negotiations and transactions with present or prospective Lessees or other occupants of the Building;
- (e) legal and accounting fees for preparation of Lessor's business documents, including the preparation of any and all income tax returns;
- (f) costs and the overhead and profit increment paid to Lessor, to affiliates or partners of Lessor, partners or affiliates of such partners, or affiliates of Lessor for goods and/or services in the Building to the extent the same exceeds the costs or the overhead and profit increment, as the case may be, of such goods and/or services rendered by unaffiliated third parties on a competitive basis;
- (g) Lessor's general corporate overhead and general and administrative expenses, including costs relating to accounting, payroll, legal and computer services;
- (h) advertising and promotional expenditures, including but not limited to Lessee newsletters and Building promotional gifts, events or parties for existing or future occupants, and the costs of signs (other than the Building directory) in or on the Building identifying the owner of the Building or other Lessees' signs;
- (i) costs incurred in connection with causing the Project and the Premises to comply with any Applicable Laws, governmental laws and regulations, including, but not limited to, the Americans With Disabilities Act and other laws and regulations regarding disabled access in violation as of the Lease Commencement Date, as such laws are locally enforced;
- (j) costs, penalties, fines, or awards and interest incurred as a result of the negligence of Lessor or its agents, employees or independent contractors in Lessor's operation of the Building, violations of law, negligence or inability or unwillingness to make payments and/or to file any income tax, other tax or informational returns when due;

- (k) costs arising from the presence or removal of hazardous or toxic materials or substances located on or about the Building prior to Lease Commencement Date;
- (l) any increase in Real Property Taxes resulting from a change of ownership or any other reason in excess of 2% per annum;
- (m) the cost of correcting defects in the design, construction or equipping of the Building or in the Building equipment;
- (n) costs incurred by Lessor in connection with rooftop communications equipment of Lessor or other persons, Lessees or occupants on the Building, unless for building operation;
- (o) costs for services normally provided by a property manager where Operating Expenses already include a management fee;
- (p) any costs, fees, dues, contributions or similar expenses for industry associations or similar organizations;
- (q) the entertainment expenses and travel expenses of Lessor, its employees, agents, partners and affiliates or any costs for sculpture, paintings or other objects of art;
- (r) any costs recovered by Lessor to the extent such cost recovery allows Lessor to recover more than 100% of Operating Expenses for any calendar year from Lessees of the Building;
- (s) Lessee improvement costs;
- (t) Any other expenses which, in accordance with generally accepted accounting principles, consistently applied, would not normally be treated as operating costs by Lessors of comparable buildings (except costs of a capital nature that are expressly permitted by the terms of this Lease and which are amortized in accordance with subsection 40 below); and
- (u) Costs of a capital nature, including, without limitation, capital improvements, capital repairs, capital equipment and capital tools, all as determined in accordance with generally accepted accounting principles, consistently applied, provided that capital expenditures that are expressly permitted by the terms of this Lease may be amortized over their useful life based on an interest rate of 8% per annum and the annual amount included in Operating Expenses, provided in no event shall the amount of capital expenses based on such amortization exceed the sum of \$10,000 in any calendar year.

To the extent that an expense is not specifically included or excluded as a component of Operating Expenses, whether such expense shall be treated as an Operating Expense shall be determined in accordance with generally accepted accounting principles, consistently applied. Lessor shall use its commercially reasonable efforts to manage the Project in a first class, economical manner.

5. Use. Section 6.1 of the Lease is hereby deleted in its entirety and replaced by the following:

“6.1. Use. The Premises shall be used only for the Agreed Use and for no other use. Lessee’s use of the Premises shall be in compliance with and subject to all Applicable Requirements relating to or affecting the Project, the Premises or the Building or the use or operation thereof, whether now existing or hereafter enacted, including, without limitation, the Americans with Disabilities Act of 1990, 42 USC 12111 et seq. (the “ADA”) as the same may be amended from time to time, any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Lessee, the Premises, the Building, or the Project (“Environmental Laws”), any transportation or traffic management plan in satisfaction of any requirement imposed on the Project by a governmental agency with jurisdiction over the Project, and any CC&Rs or any supplement thereto recorded in any official or public records with respect to the Project or any portion thereof (collectively, “Applicable Laws”). Notwithstanding anything to the contrary set forth herein, Lessee shall not be required to make structural or capital improvements to the Premises, including under any Applicable Laws, unless triggered by Lessee’s particular use or any change of use or Alteration by Lessee and Lessor shall be responsible for all costs relating to the compliance with Applicable Laws in effect on the date of this Lease. Lessee shall be responsible for obtaining any permit, business license, or other permits or licenses required by any governmental agency permitting Lessee’s use or occupancy of the Premises. Lessee shall not commit waste, overload the floors or structure of the Building, subject the Premises, the Building, the Common Area or the Project to any use which would damage the same or increase the risk of loss or violate any insurance coverage, permit any unreasonable odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Premises, take any action which would constitute a nuisance or would disturb, obstruct or endanger any other Lessees, take any action which would abrogate any warranties, or use or allow the Premises to be used for any unlawful purpose. Lessor shall not be responsible for non-compliance by any other Lessee or occupant of the Project with, or Lessor’s failure to enforce, any of the rules or regulations or CC&Rs or any other terms or provisions of such Lessee’s or occupant’s lease. Lessee shall promptly comply with the reasonable requirements of any board of fire insurance underwriters or other similar body now or hereafter constituted. Lessee shall not do any act which shall in any way encumber the title of Lessor in and to the Premises, the Building or the Project.

6. Lessee’s Compliance with Applicable Requirements. Section 6.3 is hereby supplemented to provide that notwithstanding anything to the contrary set forth herein, Lessee shall not be required to make structural or capital improvements to the Premises unless triggered by Lessee’s particular use or any change of use or Alteration by Lessee and Lessor shall be responsible for all costs relating to the compliance with Applicable Laws in effect on the date of this Lease.

7. Insurance; Indemnity. Sections 8.1 through 8.6 of the Lease are hereby deleted in their entirety and replaced by the following:

“8.1 Lessor’s Insurance. Lessor shall maintain insurance through individual or blanket policies insuring the Building against fire and extended coverage (including, if Lessor elects, “all risk” coverage, earthquake/volcanic action, flood and/or surface water insurance) for the full replacement cost of the Building, with deductibles and the form and endorsements of such coverage as selected by Lessor, together with rental abatement insurance against loss of Rent in an amount equal to the amount of Rent for a period of at least twelve (12) months commencing on the date of loss. Lessor may also carry such other insurance as Lessor may deem prudent or advisable, including, without limitation, liability insurance in such amounts and on such terms as Lessor shall determine. Lessee shall pay to Lessor, as a portion of the

Operating Expenses, the costs of the insurance coverages described herein, including, without limitation, Lessor's cost of any self-insurance deductible or retention.

8.2 Lessee's Insurance. Lessee shall, at Lessee's expense, obtain and keep in force at all times the following insurance:

(a) Commercial General Liability Insurance (Occurrence Form). A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate per location if Lessee has multiple locations, providing coverage for, among other things, blanket contractual liability, premises, products/completed operations with an "Additional Insured Managers or Lessors of Premises Endorsement" and personal and advertising injury coverage, with deletion of the exclusion for explosion, collapse or underground hazard, if applicable, and, if necessary, Lessee shall provide for restoration of the aggregate limit, and provided that the policy shall not contain any intra insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under the Lease as an "insured contract" for the performance of Lessee's indemnity obligations under the Lease;

(b) Automobile Liability Insurance. Comprehensive automobile liability insurance having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and insuring Lessee against liability for claims arising out of ownership, maintenance, or use of any owned, hired or non-owned automobiles;

(c) Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Lessee in the conduct of its operations on the Premises (including the all states endorsement and, if applicable, the volunteers endorsement), together with employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000);

(d) Property Insurance. "Special Form" property insurance including boiler and machinery comprehensive form, if applicable, covering damage to or loss of any of Lessee's personal property, fixtures, equipment and alterations, including electronic data processing equipment (collectively "Lessee's Property") (and coverage for the full replacement cost thereof including business interruption of the Lessee), together with, if the property of Lessee's invitees is to be kept in the Premises, warehouseman's legal liability or bailee customers insurance for the full replacement cost of the property belonging to invitees and located on the Premises.

(e) Business Interruption. Loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all peril commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

8.3 General.

(a) Insurance Companies. Insurance required to be maintained by Lessee shall be written by companies licensed to do business in the state in which the Premises are located and having a "General Policyholders Rating" of at least "A-" (or such higher rating as may be required by a lender having a lien on the Premises) and a financial rating of no less than VII as set forth in the most current issue of "Best's Insurance Guide."

(b) Certificates of Insurance. Lessee shall deliver to Lessor certificates of insurance and endorsements for all insurance required to be maintained by Lessee in the form acceptable to Lessor no later than seven (7) days prior to the date of possession of the Premises. Lessee shall, at least ten (10) days prior to expiration of the policy, furnish Lessor with certificates of renewal or "binders" thereof. If Lessee fails to maintain any insurance required in the Lease, Lessee shall be liable for all losses and costs suffered or incurred by Lessor (including litigation costs and attorneys' fees and expenses) resulting from said failure.

(c) Additional Insureds. Lessor, Lessor's lender, and any property management company of Lessor for the Premises shall be named as additional insureds (utilizing ISO Form CG2010 (11/85) or its equivalent) under all of the policies required by section 8.2(a). The policies required under Section 8.2(a) shall provide for severability of interest.

(d) Primary Coverage. All insurance to be maintained by Lessee shall, except for workers' compensation and employer's liability insurance, be primary, without right of contribution from insurance of Lessor. Any umbrella liability policy or excess liability policy (which shall be in "following form") shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance. The limits of insurance maintained by Lessee shall not limit Lessee's liability under the Lease.

(e) Waiver of Subrogation. Notwithstanding any other provisions of the Lease, Lessee and Lessor each waive all rights to recover damages against the other, for loss or damage caused by fire and other perils and any other risk to the extent covered by policies of insurance or required to be covered by policies of insurance which are required to be carried in accordance with this Lease. This provision is intended to waive fully, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverages obtained by each of Lessee and Lessor pursuant to the Lease shall include, without limitation, a waiver of subrogation endorsement attached to the certificate of insurance.

(f) Notification of Incidents. Lessee shall notify Lessor within twenty-four (24) hours after the occurrence of any accidents or incidents in the Premises, the Building, Common Areas or the Project which could give rise to a claim under any of the insurance policies required under this Section 8.

8. Permitted Assignee. The following is hereby inserted as Section 12.4 of the Lease:

"12.4. Permitted Assignee. Notwithstanding anything in the Lease to the contrary, without notice to or receipt of Lessor's consent and without any obligation to pay Lessor any fee or charge in connection therewith, Lessee has the right to assign the Lease, sublet the entire Premises, or transfer the leasehold interest as a result of: (i) the sale or exchange of Lessee's stock on a national exchange or a public offering of stock; (ii) a private offering or transfer of stock in connection with a merger, sale, consolidation or joint venture; (iii) a transfer to an affiliate or subsidiary of Lessee; (iv) a merger or consolidation; (v) the exchange of stock between Lessee's parent company, if any, or a subsidiary; (vi) the sale of Lessee's stock or assets; (vii) assignment to a franchise acquiring at least five (5) of Lessee's store locations in the trade area including the Premises; (viii) the sublease or assignment of all or a portion of the Premises to any subsidiary or affiliated company or service provider of Lessee, or (ix) a transfer in connection with the sale of the business. Lessee shall provide notice of the completion of such transaction within thirty (30) days thereafter. An assignee or a resulting entity described in

this paragraph shall be referred to in this Lease as a "Permitted Assignee". Any rights which are personal to the original Lessee under the lease shall inure to the benefit of any Permitted Assignee, notwithstanding any language to the contrary."

9. Breach by Lessor; Performance by Lessee on Behalf of Lessor. Section 13.6(b) of the Lease is hereby deleted in its entirety and replaced with the following:

"13.6(b). Lessee's Remedies. Lessee and all successors and assigns covenant and agree that, in the event of any actual or alleged default by Lessor, Lessee's sole and exclusive remedy shall be either to seek either specific performance or monetary damages, provided that Lessor shall not be liable for loss of business profits or consequential damages, and provided further, that any recourse for monetary damages by Lessee against Lessor shall be limited solely and exclusively to an amount which is equal to the amounts paid by Lessee to Lessor under the Lease (and Lessee hereby expressly waives and releases personal liability of Lessor in excess of such amount on behalf of itself and all persons claiming by through, or under the lease) Further, in no event shall the obligations of Lessor under the Lease constitute the personal obligations of Lessor or its partners, members, directors, officers, elected officials or shareholders, and Lessee shall have no right to seek recourse against Lessor's partners, members, directors, officers, elected officials or shareholders, or any of their personal assets for the satisfaction of any liability of Lessor with respect to the Lease. Lessee expressly waives all remedies except those specifically set forth in the Lease, including, without limitation, any right of offset or abatement except as specifically set forth in the Lease, any right to terminate the Lease under Civil Code Sections 1932(2), 1933(4) and 1941 or any other successor statute, or any statutory, legal or equitable self-help remedy including, without limitation, Civil Code Section 1942 or any other current or future law. Nothing contained in the Lease shall entitle Lessee to terminate the Lease as a result of Lessor's default nor excuse Lessee from paying Rent or Additional Rent due hereunder."

10. Estoppel Certificates. All references in the Lease to "Estoppel Certificate", including, but not limited to the definition in Section 16(a), shall refer to Lessor's standard form certificate.

11. Recordation. Lessee shall not have any right to cause the Lease or any short form or memorandum thereof to be recorded.

12. Non-Disturbance Agreement. Concurrently with the execution and delivery of this Lease, Lessor shall deliver a Non-Disturbance Agreement as described in Section 30.3 of the Lease from the holder of any Security Device affecting the Building, which agreement shall also be for the benefit of any subLessees, assigns or successors of Lessee.

13. Extended Terms. Lessee shall provide Lessor six (6) months prior written notice of Lessees intent to exercise it's Option to Extend. Lessor shall respond within thirty (30) days with a proposed Base Rent for the option based on fair market rental rates. Lessee shall accept or respond to such amount within sixty (60) days thereafter. In the event Lessor and Lessee are unable to agree on a Base Rent within such sixty (60) day period, the Base Rent shall be determined as follows: Lessor and Lessee shall each appoint an independent real estate appraiser with at least five (5) years commercial appraisal experience in the inland empire or Orange County area, and having no financial interest, relationship, or affiliation with either party. Within thirty (30) days after their appointment, each appraiser shall provide a written appraisal of Base Rent for the Extended Term, based upon the above criteria. The Base Rent for such Extended Term shall be the average of two (2) appraisals. However, if the appraisals differ by more than ten percent (10%), then a third similarly qualified appraiser shall be appointed by the first two (2) appraisers within ten (10) days thereafter, which third appraiser shall also provide a written appraisal of Base Rent. Base Rent shall then be the average

of three (3) appraisals, except that any appraisal which differs by more than ten percent (10%) from both of the other appraisals shall be discarded and the Base Rent shall be the average of two (2) remaining appraisals. If no two (2) appraisals are within ten percent (10%) of each other, then the issue of Base Rent shall be submitted to a binding arbitration before the Judicial Arbitration Mediation Services in Orange County, California, whose decision as to Base Rent shall be binding on the parties. Each party shall bear equally, the cost of the foregoing procedures.

14. Electrical Meter. Prior to delivery of the Premises to Lessee, Lessor shall install a new 200 Amp 120/208V 3 phase panel to location approved by Lessee and shall be responsible for the cost of any modification to switchgear resulting from the installation of the new meter for the Premises.

15. Preliminary Plans. Lessor hereby approves the Preliminary Plans attached hereto as Exhibit "E", including the location of the ATM.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of the Lease.

"Lessor"

THE CITY OF LAGUNA HILLS

By: Bruce E. Channing

By: _____
Its: City Manager

By: Peggy Johns

By: _____
Its: City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

“Lessee”

Banc of California, a National Association

By: Mr. Ronald J Nicolas

Its: Executive Vice President, Chief Financial Officer

By: Ms. Sima Parsa

Its: SVP of Corporate Real Estate and Procurement

EXHIBIT "A"

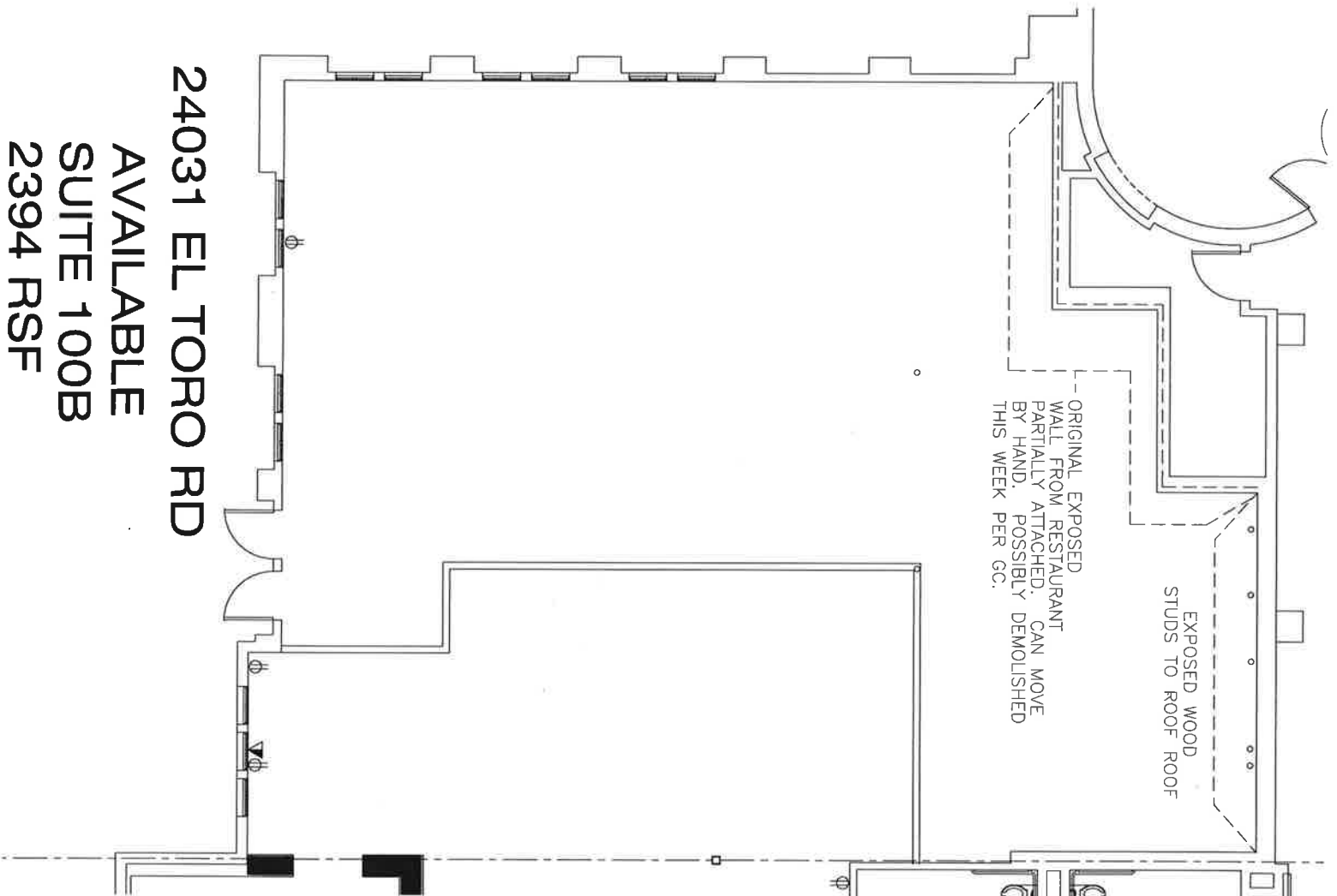


EXHIBIT B

RULES AND REGULATIONS

ATTACHED TO AND MADE A PART OF STANDARD OFFICE LEASE

The following Rules and Regulations shall be in effect at the Office Building Project. Lessor reserves the right to adopt reasonable modifications and additions hereto. In the case of any conflict between these Rules and Regulations and the Lease, the Lease shall be controlling.

1. Except with the prior written consent of Lessor, no Lessee shall conduct any retail sales or any manufacturing of any kind in or from the Premises, or any business other than that specifically provided for in the Lease.

2. Lessor reserves the right to prohibit personal goods and services vendors from access to the Office Building Project except upon such reasonable terms and conditions, including but not limited to the payment of a reasonable fee and provision for insurance coverage, as are related to the safety, care and cleanliness of the Office Building Project, the preservation of good order thereon, and the relief of any financial or other burden on Lessor occasioned by the presence of such vendors or the sale by them of personal goods or services to the Lessee or its employees. If reasonably necessary for the accomplishment of these purposes, Lessor may exclude a particular vendor entirely or limit the number of vendors who may be present at any one time in the Office Building Project. The term "personal goods or services vendors" means persons who periodically enter the Office Building Project of which the Premises are a part for the purpose of selling goods or services to a Lessee, other than goods or services, which are used by a lessee only for the purpose of conducting its business on the Premises. "Personal goods or services" include, but are not limited to, drinking water and other beverages, food, barbering services, and shoe shining services. This Section 2 shall not apply to Lessee's vendors and suppliers in connection with Lessee's operation of its business.

3. The sidewalks, halls, passages, elevators and stairways shall not be obstructed by any Lessee or used by it for any purpose other than for ingress to and egress from their respective Premises. The halls, passages, entrances, elevators, stairways, balconies and roof are not for the use of the general public, and Lessor shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Lessor shall be prejudicial to the safety, character, reputation and interests of the Office Building Project and its lessees, provided that nothing herein contained shall be construed to prevent such access to persons with whom Lessee normally deals only for the purpose of conducting its business on the Premises (such as clients, customers, office suppliers and equipment vendors, and the like) unless such persons are engaged in illegal activities. No Lessee and no employees of any Lessee shall go upon the roof of the Building without the written consent of Lessor. This Section 3 shall not apply to Lessee's vendor's suppliers in connection with Lessee's operation of its business.

4. The sashes, sash doors, windows, glass lights, and any lights or skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilet rooms, water and wash closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage, resulting from the violation of this rule shall be borne by the Lessee who, or whose clerks, agents, employees, or visitors, shall have caused it.

5. No sign, advertisement or notice visible from the exterior of the Premises or Building shall be inscribed, painted or affixed by Lessee on any part of the Office Building Project or the Premises without the prior written consent of Lessor. If Lessor shall have given such consent at any time, whether before or after the execution of this Lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of this Lease, and shall be deemed to relate only to the particular sign, advertisement or notice so consented to by Lessor and shall not be construed as dispensing with the necessity of obtaining the specific written consent of Lessor with respect to each and every such sign, advertisement or notice, as the case may be, so consented to by Lessor. Lessor shall have the right to remove any non-approved sign, advertisement or notice, without notice to and at the expense of Lessee, and Lessor shall not be liable in damages for such removal.

6. In order to maintain the outward professional appearance of the Office Building Project all window coverings to be installed at the Premises shall be subject to Lessor's prior approval. If Lessor, by a notice in writing to Lessee, shall object to any curtain, blind, shade or screen attached to or hung in, or used in connection with, any window door of the Premises, such use of such curtain, blind, shade or screen shall be forthwith discontinued by Lessee. No awnings shall be permitted on any part of the Premises.

7. Lessee shall not lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Lessor.

8. Lessee shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which shall in any way increase the rate of fire insurance on the Office Building Project, or on the property kept therein, or obstruct or interfere with the rights of other Lessees, or in any way injure or annoy them, or conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy upon the Office Building Project, or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority.

9. No Lessee shall sweep or throw or permit to be swept or thrown from the Premises any dirt or other substance into any of the corridors or halls or elevators, or out of the doors or windows or stairways of the Building. Lessee shall not use, keep or

permit to be used any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Lessor or other occupants of the Office Building Project by reason of noise, odors, fire hazards and/or vibrations, or interfere in any way with other Lessees or those having business therein, nor shall any animals or birds be kept in or about the Office Building Project.

10. Lessee and its employees, agents and invitees shall not smoke any tobacco products or any other smoking materials whatsoever in the Premises, Building, common areas or any other area of the Project except in such areas, if any, as shall be designated by Lessor for smoking, in Lessor's sole and absolute discretion.

11. No cooking shall be done or permitted by Lessee on the Premises, except for the use of a microwave oven for food or Underwriter's Laboratory approved equipment for brewing coffee, tea, and similar beverages shall be permitted, provided that such use is in compliance with law. Offices in the Office Building Project shall not be used for the storage of merchandise or for sleeping or lodging.

12. Lessee, upon the termination of its tenancy, shall deliver to Lessor all the keys of offices, rooms and toilet rooms which shall have been furnished Lessee or which Lessee shall have had made, and in the event of loss of any keys so furnished, shall pay Lessor therefore.

13. On Saturdays after 6:00pm., Sundays and legal holidays, and on other days between the hours of 9:00 p.m. and 7:00 a.m., access to the Office Building Project or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the building watchman, if any, in charge or has a pass or is properly identified. Lessee shall have access to the Building and the Premises on a 24/7 basis. Lessor shall in no case be liable for damages for the admission to or exclusion from the Office Building Project of any person whom Lessor has the right to exclude under Rule 3 above. In case of invasion, mob, riot, public excitement, or other commotion, Lessor reserves the right but shall not be obligated to prevent access to the Office Building Project during the continuance of the same by closing the doors or otherwise, for the safety of the Lessees and protection of property in the Office Building Project.

14. Lessee shall see that the windows and doors of the Premises are closed and securely locked before leaving the building and Lessee shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before Lessee or Lessee's employees leave the Building, and that all electricity, gas or air shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness Lessee shall make good all injuries sustained by other Lessees or occupants of the Building or Lessor.

15. Lessee shall not alter any lock or install a new or additional lock or any bolt on any door of the Premises without prior written consent of Lessor. If Lessor shall give its consent, Lessee shall in each case furnish Lessor with a key for any such lock.

16. Lessee shall not install equipment such as, but not limited to, electronic tabulating or computer equipment requiring electrical or air conditioning service in excess of those to be provided by Lessor under the Lease and any such equipment shall be placed in the Premises in settings approved by Lessor to adsorb or prevent any vibration, noise or annoyance.

17. No bicycle, or shopping cart, or other vehicle or any animal shall be brought into the Premises or the halls, corridors, elevators or any part of the Building by Lessee.

18. Lessor shall have the right to prohibit the use of the name of the Office Building Project or any other publicity by Lessee which in Lessor's opinion tends to impair the reputation of the Office Building Project, or their desirability for other Lessees, and upon written notice from Lessor, Lessee will refrain from or discontinue such publicity.

19. Lessee shall not erect any aerial or antenna on the roof or exterior walls of the Premises, the Building, or the Office Building Project.

20. Lessee shall not overload the floor of the Premises. In addition, Lessee shall not mark, drive nails, screw or drill into partitions, ceilings or floor of the Premises or deface the Premises.

21. No furniture, freight or equipment of any kind shall be brought into the Building or the Building's elevator without the consent of Lessor and all moving of the same into or out of the Building shall be done at such time and in such manner, as Lessor shall designate. Lessor shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Office Building Project. Safes or other heavy objects shall, if considered necessary by Lessor, stand on wood strips of such thickness as is necessary to properly distribute the weight. However, Lessor's consent to placement of Lessee's safes, heavy equipment or furniture shall not constitute a representation or warranty by Lessor that the safe, heavy equipment or furniture complies, with regard to distribution of weight and/or vibration, with the provisions of the Rule 21 nor relieve Lessee from responsibility for the consequences of noncompliance. Lessor will not be responsible for loss of or damage to any safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Lessee. There shall not be used in any space, or in the public halls of the Building, either by any Lessee or others, any hand trucks except those equipped with rubber tires and side guards.

22. Except with the written consent of Lessor, no person or persons other than those approved by Lessor shall be permitted to enter the Building for their purpose of cleaning the same. Lessee shall not cause any unnecessary labor by reason of Lessee's carelessness or indifference in the preservation of good order and cleanliness. Lessor shall in no way be responsible to any Lessee for any loss of property on the Premises, however occurring, or for any damage done to the effects of any lessee by the janitor or any other employee or any other person. Janitor service shall include ordinary dusting and cleaning by the janitor assigned to such work and shall not include cleaning of carpets or rugs, except normal vacuuming, or moving of furniture and other special services. Janitor service may not be furnished on nights when rooms are occupied after 9:00p.m.

23. Lessor will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of Lessor. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Lessor.

24. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours and in such elevators as shall be designated by Lessor.

25. Lessor reserves the right to exclude or expel from the Office Building Project any person who in the judgment of Lessor, is intoxicated or under the influence of liquor or illegal, non-prescription drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Office Building Project.

26. The requirements of Lessee will be attended to only upon application to Lessor. Contractors, vendors and employees of Lessor shall not perform any work or do anything outside of their regular duties unless under special instructions from the Lessor or Lessor's agent.

27. No vending machine shall be installed, maintained or operated upon the Premises without the written consent of the Lessor.

28. Lessor shall have the right, exercisable without notice and without liability to Lessee, to change the name and the street address of the Building and/or Office Building Project of which the Premises are a part.

29. Lessee agrees that it shall comply with all fire and security regulations that may be issued from time-to-time by Lessor and Lessee also shall provide Lessor with the name of a designated responsible employee to represent Lessee in all matters pertaining to such fire or security regulations.

30. Lessor reserves the right by written notice to Lessee, to rescind, alter or waive any rule or regulation at any time prescribed for the Office Building Project when, in Lessor's judgment, it is necessary, desirable or proper for the best interest of the Office Building Project and its lessees.

31. Lessees shall not disturb, solicit, or canvas any occupant of the Office Building Project and shall cooperate to prevent same.

34. Parking

- (a) The parking lot shall be accessible twenty-four (24) hours per day, subject to parking card or other reasonable Identification or security restriction as may be reasonably established by Lessor from time-to-time and at no cost or expense to Lessee, its customers, employees or invitees. Lessee agrees to cooperate with Lessor in completing regular maintenance of the parking lot.
- (b) Automobiles must be parked entirely within the stall lines.
- (c) All directional signs and arrows must be observed and the speed limit shall be 5 miles per hour.
- (d) Parking is prohibited in areas not striped for parking.
- (e) Lessor may refuse to permit any person who violates the within rules to park in the parking lot, and any violation of the rules shall subject the automobile to removal from the parking lot at the parker's expense.
- (f) Every parker is required to park and lock his or her own automobile. All responsibility for any loss or damage to automobile or any personal property therein is assumed by the parker.
- (g) The parking lot is for the sole purpose of parking one automobile per space. Washing, waxing, cleaning or servicing of any vehicles by the parker or his agents is prohibited.
- (h) Storage of vehicles in the parking facilities is prohibited. Lessee and Lessee's employees and visitors shall not leave vehicles in the parking lot overnight.
- (I) Lessor reserves the right to restrict customer, Lessee and Lessee's employees parking to a limited designated area or areas.

35. Lessee agrees to comply and acquaint its employees with such reasonable rules and regulations in the use of such Common areas as Lessor may adopt from time to time for the orderly and proper operation of said Common Areas.

Lessor reserves the right to make such other and further rules and regulations as in its judgment may be for the safety, care and cleanliness of the Office Building Project and for the preservation of good order therein. Lessee agrees to abide by these Rules and Regulations herein above stated and any additional rules and regulations, which are adopted hereafter.

EXHIBIT "C"

Waiver and Release.

It is the express and understood intent, purpose, desire, and agreement of the parties in the event of termination for cause or expiration of the Lease term, that Lessee, on behalf of itself, its officers, heirs, agents, shareholders, employees, subcontractors, executors, successors and assigns, shall and does hereby release and discharge Lessor, and its respective elected and appointed officials, officers, directors, employees, attorneys, accountants, consultants, other professionals, and agents, from and against the following: any claims, penalties, actions or causes of action, obligations, and demands of any kind including but not limited to, any claims arising under the California Eminent Domain Law (Title 7 (commencing with Section 1230.010) of Part 3 of the California Code of Civil Procedure), the Relocation Statutes and Regulations set forth in Chapter 16 (commencing with Section 7260) of Division 7 of the California Government Code and Subchapter 1 (commencing with Section 6000) Division 3 of Title 25 of the California Code of regulations, and claims for a "taking" or inverse condemnation arising under the United States or California Constitutions or under any federal, state, or local law, statute, ordinance, regulation, rule, official policy, court order, or common law (collectively, the "Released Claims").

The parties further acknowledge that the Released Claims include any claims for loss of business goodwill pursuant to Code of Civil Procedure §1263.510 et seq., for precondemnation damages and severance damages.

Date: _____

Lessee's Initials: _____

EXHIBIT "D"

WORK LETTER/REQUIREMENTS FOR IMPROVEMENTS OR ALTERATIONS BY LESSEE

If Lessor shall permit Lessee to construct any interior improvements (subsequent to the initial improvements to be constructed by Lessor, if any) in the Premises or to have any work performed in the Premises at any time prior to or during the Lease term by a contractor retained by Lessee ("Lessee's Work"), then Lessee shall comply with the requirements set forth herein. If Lessee's Work has been properly authorized, Lessee will receive written approval and consent for alterations to the Premises. All alterations to the Premises, excepting movable furniture and trade fixtures, shall, at Lessor's option, become a part of the realty and belong to Lessor.

1. **SUBMITTAL OF PLANS.** Prior to commencing any work in the Premises, Lessee shall submit to Lessor for approval its proposed plans for the work. Without limiting the foregoing, Lessee shall provide:

- A. A separate scale drawing denoting all proposed construction and/or demolition, if necessary.
- B. A separate drawing for each trade proposing structural, electrical, mechanical, civil or landscaping modifications.
- C. Specify all dimensions and complete references to all work to be performed in the affected areas.
- D. If adding extra electrical or mechanical equipment, provide complete operating and maintenance specifications for each item.

2. **CHECKLIST.** With respect to each project, Lessor will provide Lessee with a checklist listing the items required to be furnished to Lessor in connection with the proposed work. Lessee shall furnish to Lessor prior to, during, or upon completion of Lessee's Work, as applicable, each of the items specified in the checklist attached hereto as Attachment 1.

3. CONTRACTORS PROVIDING INTERIOR IMPROVEMENT SERVICES.

(a) The contractor employed by Lessee and any subcontractors shall be (i) duly licensed in the state in which the Premises are located, and (ii) subject to Lessor's prior written approval, which shall not be unreasonably withheld. If more than one trade is employed on a single job, state law requires the services of a general contractor in addition to contractors for specialty work being performed.

(b) Each contractor shall provide proof of licensing as a general or specialty contractor in accordance with state law. Additionally, each contractor shall furnish proof of licensing in the city or municipality in which the construction related activity is to take place.

(c) Lessee shall use Lessor's subcontractor for mechanical, electrical, plumbing, roofing and roofing consultant if available at competitive rates.

(d) Lessee and Lessee's contractors shall comply with all Applicable Laws pertaining to the performance of Lessee's Work and the completed improvements and all applicable safety regulations established by Lessor or the general contractor.

(e) Prior to commencement of any work in the Premises, Lessee and Lessee's contractors (and any subcontractors) shall obtain and provide Lessor with certificates evidencing Workers' Compensation, public liability and property damage insurance in amounts and forms and with companies satisfactory to Lessor. Each general contractor (and any subcontractor) employed on the Premises shall provide Lessor with a current certificate of insurance in effect for that contractor with a thirty day notice of cancellation or revocation clause. Insurance requirements are as follows:

- (i) Comprehensive General Liability with a \$1,000,000 Combined Single Limit covering the liability of Lessor and contractor for bodily injury and property damage arising as a result of the construction of the improvements and the services performed thereunder. Lessor and any Management Company shall be named as an additional insured.
- (ii) Comprehensive Automobile Liability with a \$1,000,000 Combined Single Limit covering

Lessor and vehicles used by contractor (and any subcontractor) in connection with the construction of the improvements.

- (iii) Workers' Compensation and Employer's Liability as required by law, for employees of the contractor (and any subcontractors) performing work on the Premises.

(f) The following requirements shall be incorporated as "Special Conditions" into the contract between Lessee and its contractors and a copy of the contract shall be furnished to Lessor prior to the commencement of Lessee's Work:

- (i) Prior to start of Lessee's Work, Lessee's contractor shall provide Lessor with a construction schedule in "bar graph" form indicating the completion dates of all phases of Lessee's Work.
- (ii) Lessee's contractor shall be responsible for the repair, replacement or clean-up of any damage done by it to other contractors' work which specifically includes accessways to the Premises which may be concurrently used by others.
- (iii) Lessee's contractor shall accept the Premises prior to starting any trenching operations. Any rework of sub-base or compaction required after the contractor's initial acceptance of the Premises shall be done by Lessee's contractor, which shall include the removal from the Project of any excess dirt or debris.
- (iv) Lessee's contractor shall contain its storage of materials and its operations within the Premises and such other space as it may be assigned by Lessor or Lessor's contractor. Should Lessee's contractor be assigned space outside the Premises, it shall move to such other space as Lessor or Lessor's contractor shall direct from time to time to avoid interference or delays with other work.
- (v) Lessee's contractor shall clean up the construction area and surrounding exterior areas daily. All trash, demolition materials and surplus construction materials shall be stored within the Premises and promptly removed from the Premises and the Project and disposed of in an approved sanitation site.
- (vi) Lessee's contractor shall provide temporary utilities, portable toilet facilities, and potable drinking water as required for its work within the Premises or outside the Building in a location reasonably approved by Lessor and shall pay to Lessor's contractor the cost of any temporary utilities and facilities provided by Lessor's contractor at Lessee's contractor's request.
- (vii) Lessee's contractor shall notify Lessor or Lessor's project manager of any planned work to be done on weekends or other than normal job hours.
- (viii) Lessee's contractor or subcontractors shall not post signs on any part of the Project or on the Premises.

4. COSTS.

(a) Lessee shall promptly pay any and all costs and expenses in connection with or arising out of the performance of Lessee's Work (including the costs of permits thereof) and shall furnish to Lessor evidence of such payment upon request.

(b) Lessor agrees that it shall contribute an amount equal to the product obtained by multiplying Thirty Dollars (\$30.00) by the number of usable square footage (2,001usf) in the Premises (such amount is sometimes hereinafter referred to as the "Lessee Improvement Allowance") equal to \$60,030 toward the cost of performing Lessee's Work ("Build-Out Cost"), which includes the cost of building materials, labor, permits and fees, architectural fees, design fees, fixtures (except trade fixtures, furniture and equipment (FF&E)) and project management costs. The Lessee Improvement Allowance shall be payable within thirty (30) days from the date Lessee's Work is completed in accordance with the terms of this Lease and Lessee has submitted to Lessor a written statement requesting such payment, provided that at the time of such request and scheduled payment:

- (I) Lessee shall not be in default of this Lease;

- (II) No liens shall have been filed and appropriate waivers, affidavits and releases of lien shall have been received by Lessor covering all work for which payment is requested;
- (III) The certificate of occupancy, if applicable, for the Premises shall have been issued; and
- (IV) Lessee's architect shall have certified in writing to Lessor that Lessee's Work has been completed in accordance with Lessee's Drawings and with applicable laws, ordinances, rules, regulations and codes.

5. CONTRACTORS BONDS.

At Lessors sole discretion, Lessor may require to obtain performance bonds to insure Interior Work.

6. MECHANIC'S LIENS.

(a) Lessee shall not suffer or permit to be enforced against the Premises or any part of the Project any mechanic's, materialman's, contractor's or subcontractor's lien arising out of any work of improvement, however it may arise.

(b) Lessee shall notify Lessor at least ten (10) days prior to the commencement of construction of any Lessee's Work and Lessor shall have the right to post and record a notice of no responsibility in conformity with applicable law. Within ten (10) days following completion of Lessee's Work, Lessee shall file a Notice of Completion and deliver to Lessor an unconditional release and waiver of lien executed by each contractor, subcontractor and materialman involved in Lessee's Work.

(c) In the event any lien is filed against the Project or any portion thereof or against Lessee's leasehold interest therein as a result of Lessee's work, Lessee shall obtain the release and/or discharge of said lien, within ten (10) days after the filing thereof. In the event Lessee fails to do so, Lessor may obtain the release and/or discharge of said lien and Lessee shall indemnify Lessor for the costs thereof, including reasonable attorney's fees, together with interest at the Applicable Interest Rate from the date of demand. Nothing herein shall prohibit Lessee from contesting the validity of any such asserted claim, provided Lessee has furnished to Lessor a lien release bond freeing the Premises from the effect of the lien claim.

7. INDEMNITY. Lessee shall indemnify, defend (with counsel satisfactory to Lessor) and hold Lessor harmless from and against any and all suits, claims, actions, loss, cost or expense (including claims for workers' compensation, attorney's fees and costs) based on personal injury or property damage, or otherwise (including, without limitation, contract and breach of warranty claims) arising from the performance of Lessee's Work. Lessee shall repair or replace (or, at Lessor's election, reimburse Lessor for the cost of repairing or replacing) any portion of the Building or item of Lessor's equipment or any of Lessor's real or personal property damaged, lost or destroyed in the performance of Lessee's Work.

8. BUILDING STANDARDS. All work shall conform to Lessor's established building standards and specifications. Lessee is required to make these standards part of the construction documents.

9. ROOF PENETRATIONS. If improvements penetrate the roof membrane, the penetrations will be sealed per Lessor/IRC roofing specifications and inspected by IRC to maintain roof warranty. The cost of inspection and all corrective work shall be borne by Lessee. Lessee shall use Lessor's original roofing contractor.

10. BUILDING MODIFICATIONS. Work will only be approved within the confines of a given space, except as shown on the preliminary plans (including the exterior work necessary for the installation of the ATM's, the relocation of the exterior door, modifications to landscaping and hardscape required in connection therewith and the installation of exterior lighting required for the ATM). Lessee will not be allowed to modify building exterior except as shown in the preliminary plans attached to the Lease as Exhibit "E" (including the exterior work necessary for the installation of the ATM's, the relocation of the exterior door, modifications to landscaping and hardscape required in connection therewith and the installation of exterior lighting required for the ATM). or mechanical and electrical service as provided to the building in common with other Lessees.

11. ELECTRICAL WORK. All electrical work shall be approved from the unit space electrical panel only. Additional service requirements shall be secured only by direction of Lessor. Lessee shall use Lessor's original electrical contractor if available at competitive rates.

12. SCHEDULE OF WORK. Lessee shall be required to provide a schedule of all work to be performed, subject to Lessor approval. All costs to produce such schedule shall be borne solely by Lessee.

13. CLEAN UP AND DISPOSAL OF CONSTRUCTION DEBRIS. Building trash containers are provided for office generated trash only and are not to be used for disposal of construction-related materials and debris. Unapproved usage will result in a penalty assessment to the Lessee equal to the cost of an extra pick-up service as provided under the current rate schedule of

regular trash removal service.

14.INSPECTION BY LESSOR. Lessor reserves the following rights: (i) the right of inspection prior to, during and at completion of all construction and/or demolition, (ii) the right to post and record a notice of nonresponsibility in conformity with California law, and (iii) the right to order, if reasonable, a total stop to all improvements underway for non-compliance with any of the requirements hereof.

15.GENERAL PROVISIONS.

(a) If Lessor has agreed to provide an allowance toward the cost of Lessee improvements (other than the initial Lessee Improvement Allowance), Lessor shall retain from such funds an amount determined by Lessor until Lessee has fully complied with the requirements hereof.

(b) All materials, work, installations and decorations of any nature whatsoever brought on or installed in the Premises before the commencement of the Term or throughout the Term shall be at Lessee's risk, and neither Lessor nor any party acting on Lessor's behalf shall be responsible for any damage thereto or loss or destruction thereof due to any reason or cause whatsoever.

(c) Nothing contained herein shall make or constitute Lessee as the agent of Lessor.

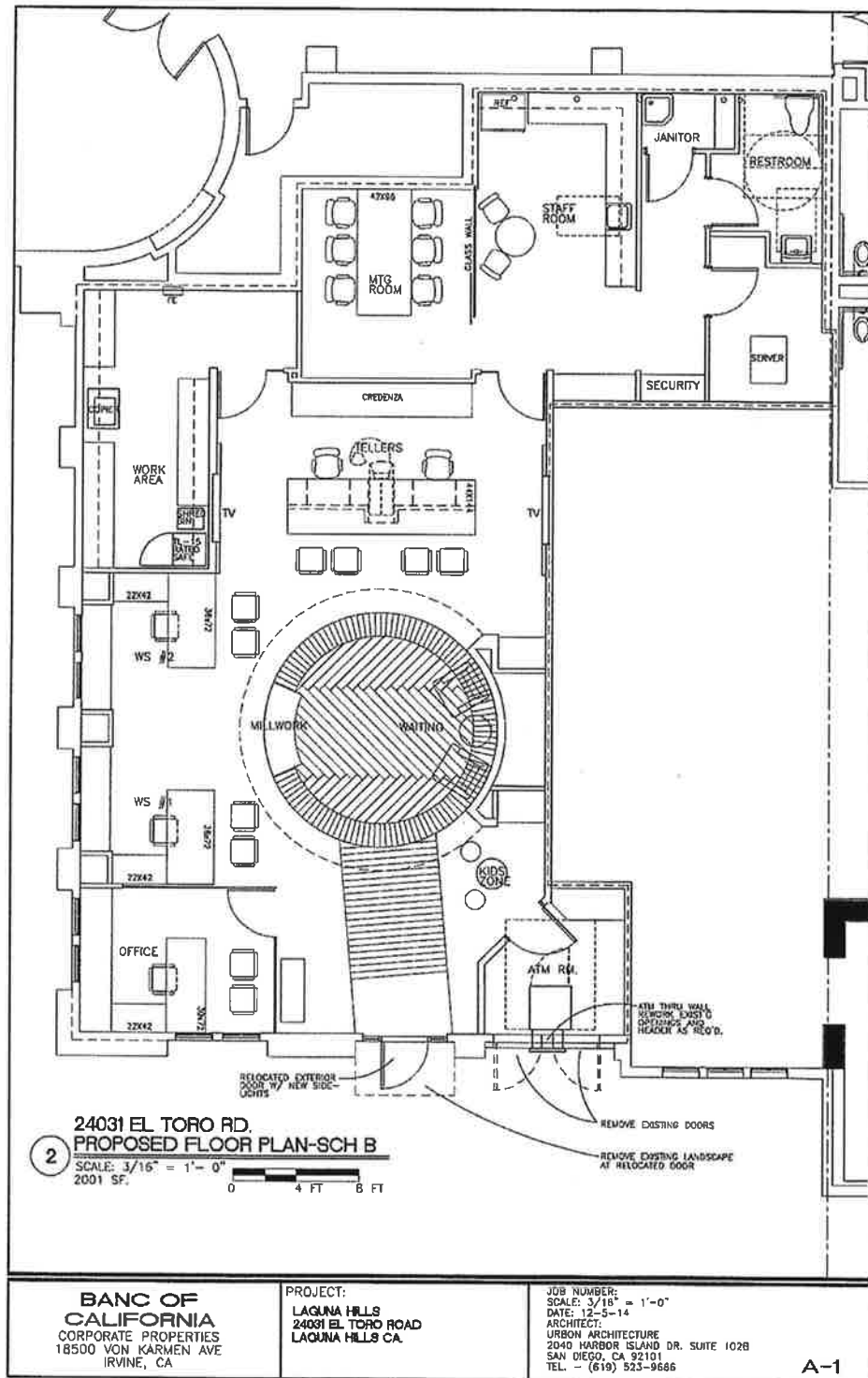
Attachment 1 to "Exhibit D"

ITEMS TO BE FURNISHED TO LESSOR FOR EACH WORK OF IMPROVEMENT

1. Plan of Alterations for Lessor Approval.
2. Contractor(s), Address, Telephone Number, Contact Person.
3. Copy of Contractor's State and City Business License.
4. Copy of Building Permit.
5. Copy of Final Inspection and Signed Building Permit Cards.
6. Copy of Certificate of Insurance Naming The City of Laguna Hills and Essex Realty Management as Additional Insured.
Insurance to include Comprehensive General Liability, Comprehensive Auto, Workers' Compensation, Employer's Liability and original Endorsement.
7. Signed Unconditional Lien Waiver in favor of Development Corporation.
8. Schedule of Work.
9. Copy of Completion and Payment Bond.
10. Architect's License and Expiration.
11. Copy of Permit Plans.
12. Copy of As-Builts.
13. Copy of Recorded Notice of Completion.
14. Certificate of Occupancy.
15. Evidence of Insurance for All-Risk/Builder's Risk Insurance to the Amount of Improvements.

EXHIBIT "E"

APPROVED PRELIMINARY PLANS





City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: APRIL 28, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER**

**ISSUE: AMENDMENT TO WASTE DISPOSAL AGREEMENT BETWEEN THE
COUNTY OF ORANGE AND THE CITY OF LAGUNA HILLS**

RECOMMENDATION: THAT THE CITY COUNCIL: (1) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE 2009 WASTE DISPOSAL AGREEMENT WITH THE COUNTY OF ORANGE;" AND (2) AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT.

SUMMARY:

The County of Orange and the cities within the county approved a Waste Disposal Agreement (WDA) in 2009 which established landfill disposal rates for cities and established parameters for management of the solid waste disposal in Orange County landfills. This Agreement also permitted the County to accept "out of county waste" for disposal (importation waste) until June 30, 2016 as a means to pay bankruptcy debt. The WDA also set certain annual waste disposal tonnage targets for what the County of Orange would need to rely on for waste disposal fee revenues. Because of the Great Recession and the success of recycling programs, the anticipated tonnage targets have not been met and Orange County has experienced revenue shortfalls. Consequently, the County of Orange and a committee of City Managers drafted the attached Amendment to The Waste Disposal Agreement (Amendment) which calls for an extension to the term of the WDA, the allowance of importation waste for the remainder of the term of the WDA, and the sharing of importation waste revenue with all Orange Cities as further described in the staff report.

BACKGROUND:

In 2009, the cities in Orange County and the County of Orange approved the WDA to govern the disposal of solid waste in Orange County landfills. The cities received

stabilized disposal rates in exchange for agreeing to deposit their solid waste at the county's three landfill facilities for a 10-year term, from July 1, 2010 to June 30, 2020. Among other terms in the WDA, the importation of waste from areas outside of Orange County is permitted; however, this provision expires on June 30, 2016.

The County uses the waste disposal revenues, including those collected from imported waste, to maintain the landfill system, preserve funds for landfill closure costs, address post-closure maintenance, and mitigate long-term risk and environmental liabilities. Cities benefit from stability in cost, convenience in local waste disposal, permanent household collection facilities, green waste acceptance, and support of city programs to meet diversion requirements.

However, with the success of solid waste diversion and recycling programs in recent years, combined with a slow recovery from the Great Recession, the in-County waste generation has dramatically decreased by approximately 30% since Fiscal Year 2004/05. This means that less waste has been disposed in local landfills resulting in County revenue shortfalls.

A committee of City Managers representing Orange County cities participated with the County staff in preparing an agreement to address the County's reduction in revenues and to ensure rate stabilization for local residents and businesses. This work effort resulted in the proposed Amendment which sets forth the continuation of future waste importation to offset the revenue reduction with in-County disposal, pays off County bankruptcy related obligations in full, establishes a sharing of net importation revenues to cities, and stabilizes disposal fees for cities.

In regards to the sharing of net importation revenues, the City of Laguna Hills' first year allocation (or Initial Payment per the Amendment) will be \$40,098 and represents 0.74% of the overall waste disposed in local landfills by Orange County cities. This payment will occur by September 30, 2016. At the end of Fiscal Year 2019/20, the County will adjust the percentages allocated to each city based on actual tonnage disposed during Fiscal Year 2017/18 through Fiscal Year 2019/20. The revised percentages will be applied to net importation revenue payments to cities for the remainder of the Agreement term.

An in-depth review of County resources concluded the amount of imported waste combined with in-County waste will remain below total disposal tonnage projections contemplated in the current WDA. The proposed 5-year extension of the WDA to 2025 for in-County waste will also provide additional stability to the system in light of more stringent State legislation and regulatory requirements such as AB 1826 (Commercial Organics Recycling), AB 1594 (Green Waste Diversion), and the 75% recycling target of AB 341 (Mandatory Commercial Recycling).

It is recommended that the City Council approve the Amendment to the WDA to provide stable rates for residents and businesses, continued service levels, ensure long-term capacity, maintain a long-term partnership between the City and County, and the sharing

of net importation revenues. Upon approvals by the Orange County cities, the proposed Amendment will be considered by the Board of Supervisors at their earliest available meeting.

FISCAL IMPACT:

The City will benefit from ongoing annual payments from the County based on sharing net importation revenues in accordance with the allocation percentages set forth in Appendix 5 of the Agreement. The City's current allocation percentage of 0.74% will generate an initial payment of \$40,098 during Fiscal Year 2016/17. Based on County of Orange worksheets, the projected importation revenue via annual payments to the City of Laguna Hills through Fiscal Year 2019/20 is \$210,393. The 0.74% allocation will be adjusted for all cities in late Fiscal Year 2019/20 and will apply to the remainder of the Agreement term (or until 2025).

ATTACHMENTS:

- Attachment A: Resolution
- Attachment B: Waste Disposal Agreement Amendment
- Attachment C: 2009 Waste Disposal Agreement

RESOLUTION NO. 2015-04-28-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE 2009 WASTE DISPOSAL AGREEMENT WITH THE COUNTY OF ORANGE.

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City Council approved a Waste Disposal Agreement (Agreement) with the County of Orange (County) at its meeting of June 9, 2009, which requires the City to dispose of all specified solid waste generated within the City to County landfills and for the County to accept all such waste at an agreed-upon rate structure, and also permits the importation of waste from outside of the County; and

WHEREAS, the Agreement became effective on or about July 23, 2009, and by its term is set to expire on June 30, 2020; and

WHEREAS, Section 3.6 (C) of the Agreement provides that the County shall not accept waste imported from outside the County at County landfills after June 30, 2016; and

WHEREAS, an Amendment to the Waste Disposal Agreement (Amendment) has been negotiated between the County and Orange County cities to extend the Agreement to June 30, 2025, to allow for the continuation of importation of waste from outside the County through the extended term of the Agreement, and to provide cities with an allocation of an agreed-upon portion of future importation revenues; and

WHEREAS, the City Council desires to ensure that solid waste generated within the City can be disposed of in a convenient, reliable and environmentally safe manner and at a reasonable cost; and

WHEREAS, the proposed Amendment meets the City Council's objectives regarding solid waste disposal through June 30, 2025, including accommodating the importation of waste from outside the County with no impact to these objectives.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council hereby finds and determines that the proposed Amendment to Waste Disposal Agreement between the County of Orange and the City

of Laguna Hills furthers the public health, safety and welfare of the Laguna Hills community.

SECTION 3. The City Council hereby finds and determines that the terms and provisions of the Amendment, in the form as submitted by City staff, are approved and that the City Manager is authorized to execute the Amendment on behalf of the City.

PASSED, APPROVED, AND ADOPTED this 28th day of April 2015.

DORE J. GILBERT, M.D., MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2015-04-28-__ adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 28th day of April 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

ATTACHMENT B

AMENDMENT TO WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and the

CITY OF _____

_____, 2015

County Amendment Authorization Date:

_____, 2015

County Notice Address:

Director
OC Waste and Recycling
300 N. Flower, Suite 400
Santa Ana, CA 92703

City Amendment Authorization Date:

_____, 2015

City Notice Address

City of _____

AMENDMENT TO WASTE DISPOSAL AGREEMENT

THIS AMENDMENT TO WASTE DISPOSAL AGREEMENT (the “Amendment”) is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the “County”), and the City designated on the cover page of this Amendment, a general law or charter city and political subdivision of the State of California (the “City”).

RECITALS

The County owns, manages and operates a sanitary landfill system for the disposal of municipal solid waste generated by the cities and the unincorporated area within the County (the “Disposal System”). The Disposal System includes three active landfills and four regional household hazardous waste collection centers.

The Disposal System is used for the disposal of municipal solid waste which is not reused, recycled or otherwise diverted from landfill disposal, pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the “Act”).

The County has entered into waste disposal agreements in 2009 (the “Original Waste Disposal Agreements”) with all of the cities in the County, including the City, as well as certain sanitary districts located in the County (the “Participating Cities”), pursuant to which the County agreed to provide disposal capacity for waste generated in or under the control of the Participating Cities, and the Participating Cities agreed to deliver or cause the delivery of waste generated in or under the control of the Participating Cities to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of, the Original Waste Disposal Agreements.

The City has determined that the execution of this Amendment by the City is in the best interest of the City and will serve the public health, safety and welfare by providing greater disposal rate stability, more predictable and reliable long-term disposal service, and sound environmental management.

The County has determined that the execution by the County of this Amendment will serve the public health, safety and welfare by providing a more stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, thereby enabling the County to plan, manage, operate and finance improvements to the Disposal System on a more prudent and sound long term, businesslike basis consistent with its obligations to the State and the holders of obligations secured by its Disposal System.

Official action approving this Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

Section 1. Amendment to Original Waste Disposal Agreement.

(a) Sections 3.6(C) and 3.6(E) of the Original Waste Disposal Agreement are deleted and replaced in their entirety, as set forth below:

“(C) Receipt of Imported Acceptable Waste on a Contract Basis. Throughout the Term hereof, the County shall have the right to enter into a contract or other agreement with any municipal or private non-County entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Disposal System for the benefit of the County and the Participating Cities and to generate Net Import Revenues. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable Disposal Agreements throughout the Term thereof. “

“(E) Application and Use of Revenues From Other Users. (1) Throughout the term hereof, all revenues received by the County from the disposal of County Acceptable Waste by the Disposal System, and all revenues received by the County from the disposal of Imported Acceptable Waste by the Disposal System (including amounts received by the County as a result of the failure of contract counterparties to deliver minimum required amounts of Imported Acceptable Waste) , shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Disposal System. Pursuant to the County’s Plan of Adjustment, the County is entitled to receive net revenues (after payment of all costs attributable to the acceptance of such Imported Acceptable Waste at the Disposal System) (“Net Import Revenues”) from the disposal of Imported Acceptable Waste by the Disposal System. Costs attributable to the disposal of Imported Acceptable Waste include deposits to the Environmental Fund, deposits to closure and postclosure reserves, City host fees (if applicable), operating costs (such as manpower expenditures, equipment, services and supplies expenditures), state surcharges, and a pro rata share of capital project costs. Net Import Revenues shall be used for the payment of bankruptcy related obligations until payment in full of such bankruptcy related obligations required to be paid from such Net Import Revenues pursuant to the Plan of Adjustment. It is estimated that payment in full of such bankruptcy related obligations required to be paid from such Net Import Revenues pursuant to the Plan of Adjustment will occur by the end of Fiscal Year 2017-18.

(2) Until the County’s obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full, Net Import Revenues shall be calculated as provided in Section (3.6)(E)(1). For any period after the County’s obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full, Net Import Revenues shall be calculated as follows:

(i) in Fiscal Year 2017-18, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess of \$17.57 per ton;

(ii) in Fiscal Year 2018-19, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported

Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess of \$18.01 per ton;

(iii) in Fiscal Year 2019-20, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess in excess of \$18.46 per ton; and

(iv) thereafter, Net Import Revenues shall be equal to 30% of the revenues received by the County from the disposal of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located).

(3) After the County's obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full (i) 50% of any Net Import Revenues (as calculated pursuant to Section 3.6(E)(2)) shall be paid to the County General Fund; and (ii) 50% of such Net Import Revenues shall be paid to the Participating Cities (and to the County, with respect to the unincorporated area) listed in Appendix 5 for use for any purpose by the Participating City, including but not limited to state mandated solid waste programs. Payments of such amounts to the County General Fund and the Participating Cities shall be made by the County within 90 days after the end of each fiscal year. The portion of Net Import Revenues specified above payable to the Participating Cities shall be apportioned in the percentages set forth in Appendix 5.

(4) The percentages set forth in Appendix 5 with respect to each Participating City will be adjusted at the end of Fiscal Year 2019-20 to reflect the percentage of actual deliveries of Acceptable Waste from each Participating City as compared to the total amount of actual deliveries from all of the Participating Cities during Fiscal Years 2017-18, 2018-19, and 2019-20. The County shall notify each Participating City of the revised percentages in Appendix 5 within 120 days after the end of Fiscal Year 2019-20. The revised percentages will be used for the allocation of Net Import Revenues generated during Fiscal Year 2020-21 and thereafter.

(b) Section 4.2(A)(z) is added to the Original Waste Disposal Agreement (immediately following Section 4.2(A)(y)) as follows:

“(z) decrease the amount of Net Import Revenues otherwise payable to the County General Fund and the Participating Cities pursuant to Section 3.6(E)(2) and Section 3.6(E)(3) and use the amount of such decrease to pay costs of the Disposal System.”

(c) Section 6.1(A) and Section 6.1(B) of the Original Waste Disposal Agreement are deleted and replaced in their entirety with the following:

“SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall continue in full force and effect until June 30, 2025, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the parties, on or before June 30, 2023, for an additional term of ten years (the “Renewal Term”) on the same terms and conditions as are applicable during the Initial Term hereof. The City shall give the County written notice of its irrevocable election to renew this Agreement on or before June 30, 2022. If the parties do not renew this Agreement by June 30, 2023, the Agreement shall expire on June 30, 2025.”

(c) The first sentence of Section 6.1(C) of the Original Waste Disposal Agreement is deleted in its entirety and replaced with the following:

“In connection with the parties’ right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(B), the parties shall, on or before June 30, 2023, negotiate an applicable change in the Contract Rate for such renewal term.”

(d) Appendix 2 of the Original Waste Disposal Agreement is deleted in its entirety and replaced with the form attached hereto.

(e) Appendix 5 shall be added to the Original Waste Disposal Agreement as a new appendix, in the form attached hereto.

(f) All other terms and conditions of the Original Waste Disposal Agreement shall remain in full force and effect.

Section 2. Initial Payment. As consideration for the execution of this Amendment by all of the Participating Cities, and subject to the occurrence of the Amendment Effective Date pursuant to Section 3, the County agrees to pay, from the County OC Waste & Recycling Enterprise Fund, the Amendment Payment to the Participating Cities listed in Appendix 5. The aggregate Amendment Payment shall be \$5,400,000, and shall be distributed to the individual Participating Cities (including the City) in the percentages set forth in Appendix 5 by September 30, 2016.

Section 3. Effectiveness of Amendment. The provisions of this Amendment shall not become effective unless and until the Amendment has been executed by the County and all of the Participating Cities. The date on which all of the Participating Cities have executed the Amendment shall be the “Amendment Effective Date.” The County shall give written notice of the Amendment Effective Date to the City. In the event that the Amendment Effective Date does not occur by June 30, 2015, this Amendment shall be automatically terminated and the County shall have no obligation to make the Amendment Payment; provided, however that the County Board of Supervisors may extend such automatic termination date to a date no later than September 30, 2015.

Section 4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES. Each of the parties to this Amendment represent and warrant that it is a political subdivision of the State of California validly existing under the Constitution and laws of the State and (ii) it has duly authorized the execution and delivery of this Amendment, and has duly executed and delivered the Amendment.

All other terms and conditions of the 2009 Original Waste Disposal Agreement not specifically changed by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Amendment to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date _____

By _____
Director, OC Waste & Recycling

Date _____

By _____
[NAME]
City Representative
City of [CITY]

Date _____

By _____
[NAME]
City Representative
City of [CITY]

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Date _____

APPENDIX 2

County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2(b)

<u>Fiscal Year</u>	<u>Tonnage</u>	<u>Cumulative</u>
FY 2015-16	2,724,250	2,724,250
FY 2016-17	2,681,153	5,405,403
FY 2017-18	2,638,746	8,044,149
FY 2018-19	2,597,017	10,641,166
FY 2019-20	2,558,522	13,199,688
FY 2020-21	2,520,605	15,720,293
FY 2021-22	2,483,256	18,203,549
FY 2022-23	2,483,256	20,686,805
FY 2023-24	2,483,256	23,170,061
FY 2024-25	2,483,256	25,653,317

APPENDIX 5

PARTICIPATING CITY ALLOCATION PURSUANT TO SECTION 3.6

<u>City</u>	<u>Allocation Percentage for Purposes of Section 3.6</u>	<u>Allocation of Initial Payment</u>
Anaheim	13.18%	\$711,509
Aliso Viejo	0.67	36,416
Buena Park	2.34	126,275
Brea	2.28	123,085
Costa Mesa	2.18	117,936
Costa Mesa Sanitary District	1.48	79,976
Cypress	2.56	138,115
Dana Point	0.99	53,278
Fullerton	4.10	221,271
Fountain Valley	1.76	95,217
Garden Grove/ GG Sanitary District	7.17	387,197
Huntington Beach	6.13	330,807
Irvine	8.22	444,036
Laguna Beach	1.14	61,796
Laguna Hills	0.74	40,098
Laguna Niguel	1.36	73,341
Laguna Woods	0.41	22,274
La Habra	1.69	91,431
Lake Forest	2.45	132,214
La Palma	0.32	17,325
Los Alamitos	0.58	31,362
Mission Viejo	2.42	130,902
Newport Beach	3.68	198,946
Orange	4.90	264,468
Placentia	1.58	85,116
Rancho Santa Margarita	1.11	60,009
Santa Ana	10.60	572,184
San Clemente	1.40	75,728
San Juan Capistrano	1.23	66,420
Seal Beach	0.82	44,292
Stanton	1.62	87,287
Tustin	1.42	76,648
Villa Park	0.21	11,081
Westminster/Midway Sanitation District	2.13	114,893
Yorba Linda	1.78	96,344
County Unincorporated	3.35	180,723
Totals	100%	\$5,400,000

Attachment C

WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and
the

CITY OF LAGUNA HILLS

Dated 7/23, 2009

County Authorization Date:

March 24, 2009

County Notice Address:

Director
OC Waste & Recycling
300 N. Flower Street, Suite 400
Santa Ana, CA 92703

City Authorization Date:

City Notice Address:

Execution Copy

4/28/2015 ITEM NO. 3.10

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FORM OF HAULER ACKNOWLEDGEMENT

WASTE DISPOSAL AGREEMENT

THIS WASTE DISPOSAL AGREEMENT is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the City designated on the cover page of this Agreement, a general law or charter city and political subdivision of the State of California (the "City").

RECITALS

The County owns, manages and operates a sanitary landfill system for the disposal of municipal solid waste generated by the cities and the unincorporated area within the County (the "Disposal System"). The Disposal System includes three active landfills and four regional household hazardous waste collection centers.

The Disposal System is used for the disposal of municipal solid waste which is not reused, recycled or otherwise diverted from landfill disposal, pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act").

The City, in the exercise of its police power and its powers under the Act, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

In 1997, the City and the County entered in a waste disposal agreement (the "Original WDA"), pursuant to which the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of, the Original WDA.

The Original WDA, as amended, will expire by its terms on **June 30, 2010**, unless the City and the County agree to renew the Original WDA.

The City and the County desire to enter into this agreement to extend, amend, and restate the Original WDA, on the terms and conditions set forth herein. The County and City acknowledge that the Original WDA shall remain in full force and effect until the Commencement Date.

The City has determined that the execution of this Agreement by the City will serve the public health, safety and welfare of the City by providing greater disposal rate stability, more predictable and reliable long-term disposal service, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Agreement will serve the public health, safety and welfare by providing a more stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, thereby enabling the County to plan, manage, operate and finance improvements to the Disposal System on a more prudent and sound long term, businesslike basis consistent with its obligations to the State and the holders of obligations secured by its Disposal System.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

“Acceptable Waste” means all garbage, refuse, rubbish and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments and which are acceptable at Class III landfills under Applicable Law.

“Act” means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded and replaced from time to time.

“Agreement” means this Waste Disposal Agreement between the County and the City as the same may be amended or modified from time to time in accordance herewith.

“Appendix” means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof

“Applicable Law” means the Act, the Orange County Code, CERCLA, RCRA, CEQA, any Legal Entitlement and any federal or state rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Disposal System, the transfer, handling, transportation and disposal of Acceptable Waste, Unacceptable Waste, or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, mitigation monitoring plans and building codes).

“Board” means the California Integrated Waste Management Board.

“Capital Costs” means all costs of the Disposal System that are classified as capital costs for purposes of the budget of the Department in accordance with procedures established by the County of Orange Auditor-Controller in compliance with the California State Controller’s Manual, including but not limited to all of the categories of costs of the Disposal System reported as “Buildings and Improvements, and Infrastructure” (Object Code 4200) or “Equipment” (Object Code 4000) in the County of Orange – Chart of Accounts, or any successor accounting or reporting system utilized by the County.

“CEQA” means the California Environmental Quality Act, codified at Cal. Pub. Res. Code Section 21000 *et seq.* as amended or superseded, and the regulations promulgated thereunder.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601 *et seq.*, as amended or superseded, and the regulations promulgated thereunder.

“Change in Law” means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Disposal System or other matters to which Applicable Law applies:

(1) the enactment, adoption, promulgation, issuance, material modification or written change in administrative or judicial interpretation on or after the Commencement Date of any Applicable Law (other than Applicable Law enacted by the County);

(2) the order or judgment of any Governmental Body (other than the County), on or after the Commencement Date, to the extent such order or judgment is not the result of willful or negligent action, error or

omission or lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Commencement Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

A "Change in Law" shall include but not be limited to any new or revised requirements relating to the funding or provision of disposal services, including but not limited to any regulations for disposal operations or activities associated with the remediation, closure, funding or monitoring of closed sites with respect to facilities comprising the Disposal System, or facilities which the County previously utilized to provide waste disposal, transfer, recycling, processing or other waste related activities.

"City" means, as applicable, the city or Sanitary District designated on the cover page of this Agreement and party to this Agreement.

"City Acceptable Waste" means all Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the City, and Residue from the foregoing wherever produced, whether within or outside the City (or Tonnage equivalencies of such Residues, as and to the extent provided in subsection 3.1(C) hereof).

"Commencement Date" means the date on which the obligations of the parties hereto commence, established as provided in Section 6.2(B) hereof.

"Contract Date" means the first date on which this Agreement has been executed by both parties hereto.

"Contract Rate" has the meaning specified in Section 4.2 hereof.

"Contract Year" means the fiscal year commencing on July 1 in any year and ending on June 30 of the following year.

"Controllable Waste" means all City Acceptable Waste with respect to which the City has the legal or contractual ability to determine the disposal location therefor and which is:

- (1) Non-Recycled City Acceptable Waste;
- (2) not generated from the operations of the Governmental Bodies which, under Applicable Law, have the independent power to arrange for the disposal of the waste they generate; and
- (3) collected and hauled by Franchise Haulers.

"County" means the County of Orange, a political subdivision of the State of California and party to this Agreement.

"County Plan" means the integrated waste management plan of the County approved by the Board pursuant to the Act as in effect from time to time.

"County Acceptable Waste" means Acceptable Waste generated in the County.

"County OC Waste & Recycling Enterprise Fund" means the waste management enterprise fund established and managed by the County pursuant to Section 25261 of the Government Code separate from its other funds and accounts for receipts and disbursements in connection with the Disposal System.

"County-wide Recycling Services" has the meaning set forth in subsection 3.7(A) hereof.

"Cumulative Tonnage Target" for any given Contract Year means the amount specified in Appendix 2 hereto with respect to such Contract Year.

"Department" means OC Waste & Recycling, and any agency, department or other Governmental Body which succeeds to the duties and powers thereof.

"Disposal Agreements" means each of the waste disposal agreements entered into between the County and any city within the County, Sanitary District or operator of any Transfer Station located in the County in accordance herewith.

"Disposal Services" means the solid waste disposal services to be provided by the County pursuant to the Service Covenant and otherwise hereunder.

"Disposal System" means the Orange County Waste Disposal System which includes solid waste disposal operations at three active landfills (Olinda Alpha, Frank R. Bowerman and Prima Deshecha); four regional Household Hazardous Waste Collection Centers; as well as services, such as monitoring and other activities, at closed refuse stations formerly operated by the County, as appropriate under Applicable Law.

"Environmental Fund" means the fund or funds held by the County to pay unanticipated costs of environmental mitigation, remediation or liability.

"Franchise Hauler" means any hauler or collector who provides Acceptable Waste collection services within the City pursuant to, or under authority granted by, a permit, contract, franchise or other agreement with the City. The term Franchise Hauler includes the City itself if Acceptable Waste collection and transportation services are provided directly by City operated municipal collection service.

"Governmental Body" means any federal, State, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

"Hazardous Substance" has the meaning given such term in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 *et seq.*), and Titles 22 and 26 of the California Code of Regulations and other regulations promulgated thereunder.

"Hazardous Waste" means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117 (West 1992 & Supp. 1996); (4) the California Public Resources Code, Section 40141 (West 1996); and (5) future additional or substitute Applicable Law pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) and the regulations contained in 10 CFR Part 40.

"Imported Acceptable Waste" means Acceptable Waste that is generated outside of the geographical boundaries of the County and delivered to the Disposal System.

"Independent Haulers" means those waste collection/hauler companies primarily engaged as a principal business in the collection and transportation of municipal solid waste generated in the County of Orange which are not obligated to deliver County Acceptable Waste to the Disposal System pursuant to a franchise, contract, permit or other authorization with a city in the County.

"Initial Term" has the meaning specified in Section 6.1(A) hereof.

"Legal Entitlement" means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Disposal System or the performance of any obligation under this Agreement or the matters covered hereby.

"Legal Proceeding" means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

"Loss-and-Expense" means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, expense, claim, demand, charge, tax, or expense, including all fees and costs.

"Net Import Revenues" has the meaning ascribed thereto in Section 3.6(E).

"Non-Recycled City Acceptable Waste" means all City Acceptable Waste other than Recycled City Acceptable Waste.

"Overdue Rate" means the maximum rate of interest permitted by the laws of the State, if applicable, or the prime rate established from time to time by the Bank of America, N.A. or its successors and assigns, plus 2%, whichever is lower.

"Participating City" means any city or Sanitary District executing a Disposal Agreement in accordance with Section 3.6(A) hereof and meeting all requisite conditions to the Commencement Date thereof.

"Plan of Adjustment" means the County's Modified Second Amended Plan of Adjustment, confirmed by the United States Bankruptcy Court Central District of California in that Conformed Order Confirming Modified Second Amended Plan of Adjustment, filed May 17, 1996.

"Posted Disposal Rate" means the per ton tipping fee charged by the County for the disposal of solid waste at the Disposal System by parties which are not entitled to disposal service at the Contract Rate pursuant to this Agreement.

"Prohibited Medical Waste" means any medical or infectious waste prohibited or restricted under Applicable Law from being received by or disposed at the Disposal System.

"Qualified Household Hazardous Waste" means waste materials determined by the Board, the Department of Health Services, the State Water Resources Control Board, or the Air Resources Board to be:

- (1) Of a nature that they must be listed as hazardous in State statutes and regulations;
- (2) Toxic/ignitable/corrosive/reactive; and
- (3) Carcinogenic/mutagenic/teratogenic;

which are discarded from households as opposed to businesses. Qualified Household Hazardous Waste shall not include Unacceptable Waste.

"Recycled City Acceptable Waste" means any otherwise Controllable Waste which is separated from Acceptable Waste by the generator thereof or by processing and which is "recycled" within the meaning of Section 40180 of the Public Resources Code.

"Renewal Term" has the meaning specified in Subsection 6.1(B) hereof.

"Residue" means any material remaining from the processing, by any means and to any extent, of City Acceptable Waste or Recycled City Acceptable Waste; provided, however, that Residue shall not include minimal amounts of material remaining after such processing (which minimal amounts shall in no event exceed 10% of the amount of such City Acceptable Waste or Recycled City Acceptable Waste prior to processing).

"Resource Conservation and Recovery Act" or "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 *et seq.*, as amended and superseded.

"Restricted Reserves" has the meaning specified in Section 4.5.

"Sanitary Districts" means the sanitary districts in the County formed pursuant to the Sanitary District Act of 1923, codified at Cal. Ann. Health & Safety Code Section 6400 *et seq.*, as amended, supplemented, superseded and replaced from time to time.

"Self-Hauled Waste" means City Acceptable Waste collected and hauled by Self-Haulers.

"Self-Hauler" means any person not engaged commercially in waste haulage who collects and hauls Acceptable Waste generated from residential or business activities conducted by such person.

"Service Coordinator" means the service coordinator for either party designated pursuant to subsection 3.5(C) hereof.

"Service Covenant" means the covenants and agreements of the County set forth in Sections 3.2 and 3.3 hereof.

"Source-Separated Household Hazardous Waste" means Qualified Household Hazardous Waste which has been segregated from Acceptable Waste originating or generated within the geographical jurisdiction of the City at the source or location of generation.

"Source-Separated Household Hazardous Waste Disposal System" means the collection centers, facilities, contracts and other arrangements owned or administered by the County for the receipt, handling and disposal of Source-Separated Household Hazardous Waste.

"State" means the State of California.

"Term" shall mean the Term of this Agreement.

"Ton" means a "short ton" of 2,000 pounds.

"Transfer Station" means any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility to which solid waste collected for the City is delivered for processing before disposal in the Disposal System.

"Unacceptable Waste" means Hazardous Waste; Hazardous Substances; Prohibited Medical Waste; Qualified Household Hazardous Waste separated from Acceptable Waste; explosives, ordnance, highly flammable substances, and noxious materials and lead-acid batteries (except if delivered in minimal quantities); drums and closed containers; liquid waste, oil, human wastes; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts, motor vehicles or major components thereof, agricultural equipment, trailers, marine

vessels and steel cable; hot loads; and any waste which the Disposal System is prohibited from receiving under Applicable Law.

"Uncontrollable Circumstance" means any act, event or condition affecting the Disposal System, the County, the City, or any of their Franchise Haulers, contractors or suppliers to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control of and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party. Examples of Uncontrollable Circumstances are:

(1) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance; and

(2) a Change in Law.

"Unincorporated Area" means those portions of the County which are not contained within the jurisdictional boundaries of incorporated cities.

"Unincorporated Area Acceptable Waste" means Acceptable Waste originating from or generated within the Unincorporated Area.

"Unrestricted Reserves" means cash and other reserves of the Disposal System which are not Restricted Reserves.

"Waste Disposal Covenant" means the covenants and agreements of the City set forth in Section 3.1 hereof.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law. This Agreement shall be governed by and construed in accordance with the Applicable Laws of the State of California.

(H) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

(I) Integration; Preservation of Certain Agreements. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and agreements between the Parties with respect to such transactions; provided, however, that this Agreement shall not supersede the following agreements:

1) MOU, dated March 10, 1992, between the City of Brea and the County of Orange regarding the Olinda Alpha Landfill as amended on April 6, 1993 and November 29, 1994;

2) MOU, dated May 11, 1995, between the City of Brea and the County of Orange regarding importation of out-of-County waste to the Olinda Alpha Landfill;

3) Settlement Agreement, dated August 1, 1984, between the City of Irvine and the County of Orange regarding the Bee Canyon Landfill (currently called Frank R. Bowerman Landfill);

4) MOU, dated May 16, 1995, between the City of Irvine and the County of Orange regarding importation of out-of-County waste to the Frank R. Bowerman Landfill;

5) MOU, dated September 12, 1995, and amended November 21, 1995, between the City of San Juan Capistrano and the County of Orange regarding importation of out-of-County waste to the Prima Deshecha Landfill;

6) MOU, dated July 1, 1997, between the City of San Clemente[, the Orange County Flood Control District] and the County of Orange regarding the Prima Deshecha Landfill; and

7) Cooperative Agreement, dated August 15, 2006, between the County and the City of Irvine.

(J) Recitals. The recitals to this Agreement are not intended to bind the parties hereto. In the event of a conflict between the recitals and the operative provisions of this Agreement, the operative provisions shall prevail. The recitals shall not be used to interpret the provisions of the Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the County.

ARTICLE III
DELIVERY AND ACCEPTANCE OF WASTE
AND PROVISION OF DISPOSAL SERVICE

SECTION 3.1 DELIVERY OF WASTE.

(A) Waste Disposal Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this Agreement, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance herewith.

(B) Recycled City Acceptable Waste. The parties hereto acknowledge the responsibility of the City to meet the recycling and landfill diversion goals contained in the Act. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Waste generated in the City and delivered to the Disposal System by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Contract Rate to the extent provided in Article IV hereof) and shall not constitute a breach of this Agreement.

(C) Waste Delivered to Transfer Station. All Residue from any processing of Controllable Waste by materials recovery, composting, recycling or other means, wherever performed, shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Where City Acceptable Waste is processed at a facility which concurrently processes other Acceptable Waste in a manner which produces commingled residue which cannot be traced to a geographic source, generic residues from such facility in Tonnage equal to the residues that would have been produced had City Acceptable Waste only been processed at the facility shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Any City Acceptable Waste or material derived or segregated therefrom which is held in storage and asserted by the possessor thereof to constitute Recycled City Acceptable Waste awaiting sale or distribution to the secondary materials markets shall constitute Controllable Waste if, when and to the extent that the storage or diversion thereof can be reasonably deemed to constitute an evasion of the Waste Disposal Covenant rather than generally recognized, accepted and prevailing practice in the Southern California materials recovery and recycling industry conducted in accordance with Applicable Law. In order for the owner and/or operator of a transfer station to be entitled to deliver Acceptable Waste from a Participating City to the Disposal System for the Contract Rate as provided in Article IV, such owner and/or operator must execute a direct agreement with the County, acknowledging and agreeing to comply with the obligation of the Participating City to cause the delivery of all Controllable Waste to the Disposal System pursuant to this Agreement. In addition, the County shall be authorized to implement procedures to determine if Acceptable Waste delivered by the owners or operators of Transfer Stations is entitled to utilize the Disposal System for the Contract Rate. Such procedures may include requiring Transfer Stations to certify, under penalty of perjury, the source of any such Acceptable Waste. If necessary, the County may require that, in order to qualify for use of the Disposal System for the Contract Rate, Transfer Stations must deliver Controllable Waste in loads containing only Controllable Waste, and not commingled with Acceptable Waste from entities which are not Participating Cities or Participating Independent Haulers.

(D) Power to Obligate Waste Disposal and Comply with this Agreement. On or before the Commencement Date, (i) any City franchise, contract, lease, or other agreement which is lawfully in effect relating to or affecting Controllable Waste shall provide, or shall have been amended to provide, that the City shall have the right without material restriction on and after the Commencement Date to direct the delivery of all Controllable Waste to a disposal location selected by the City (whether or not such Controllable Waste is delivered to a transfer station as an intermediate step prior to landfill disposal) and otherwise to comply with its obligations under this Agreement with respect to Controllable Waste and Franchise Haulers, and (ii) the City shall designate the Disposal System as the disposal location pursuant to such franchise, contract, lease or other agreement. On and after the Commencement Date and throughout the Term of this Agreement the City (a) shall not enter into any franchise, contract, lease, agreement or obligation, issue any permit, license or approval, or adopt any ordinance, resolution or law which is materially inconsistent with the requirements of the Waste Disposal Covenant, and (b) shall maintain non-exclusive or exclusive franchises or other contractual arrangements over any City Acceptable Waste which, as of the Contract Date, is subject to non-exclusive or exclusive franchise or other contractual arrangements. The City agrees that the County shall be a third party beneficiary of the obligation of Franchise Haulers to deliver Controllable Waste to the Disposal System, and may directly enforce such obligation through any legal means available. The City shall notify in writing each Franchise Hauler of the County's third party beneficiary rights.

(E) Waste Flow Enforcement. (1) The City, in cooperation with the Department, shall establish, implement, carry out and enforce a waste flow enforcement program which is sufficient to assure the delivery of all Controllable Waste to the Disposal System pursuant to and in accordance with the Waste Disposal Covenant for disposal at the times and in the manner provided herein. The waste flow enforcement program shall consist of amending City franchises, permits or authorizations with all Franchise Haulers, to the extent required by this Section and to the extent allowed by law, and shall include in addition, to the extent necessary and appropriate in the circumstances to assure compliance with the Waste Disposal Covenant, but shall not be limited to: (i) licensing or permitting Franchise Haulers, upon the condition of compliance with the Waste Disposal Covenant, (ii) providing for and taking appropriate enforcement action under any such franchise, license, or permit, such as but not limited to the suspension, revocation and termination of collection rights and privileges, the imposition of fines or collection of damages, and the exercise of injunctive relief against non-complying Franchise Haulers and (iii) causing any Transfer Station to which Controllable Waste is delivered for processing to deliver certification, under the penalty of perjury, of the amounts of Controllable Waste received and Residue remaining from processing at such Transfer Station.

(2) The City acknowledges and agrees that in the event of a breach of the Waste Disposal Covenant by the City, the City shall pay the County an amount equal to the amount that the City would have been required to pay to the County had the Waste Disposal Covenant not been breached, which shall be calculated by (x) subtracting the number of tons actually delivered during the month(s) of the breach from the number of tons that were delivered during the same month(s) closest in time when there was no such breach, even if such month(s) closest in time was prior to the Term, and (y) multiplying such amount by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2). In the event that the County terminates the Waste Disposal Agreement as a result of such breach, the damages due as a result of such termination shall be equal to (aa) the average monthly deliveries by the City for the twelve months prior to the commencement of the breach multiplied by (bb) the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2), multiplied by (cc) the number of months that would have remained in the Term of the Agreement had the termination not occurred. The parties recognize that if the City fails to meet its obligations hereunder, the County will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of such damages. Therefore, the parties agree that the damages specified above represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date hereto, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

(F) Legal Challenges to Franchise System. The City shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant against any challenge thereto, legal or otherwise (including any lawsuits against the City or the County, whether as plaintiff or defendant), by a

Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The City shall bear the cost and expense of any such Legal Proceeding or other challenge. In the event any such Legal Proceeding relating to the Waste Disposal Covenant or the City's exercise thereof establishes in a final determination that such covenant or exercise thereof is void, unlawful or unenforceable, or if any Franchise Hauler fails to deliver Controllable Waste to the Disposal System in breach of its franchise with the City on the grounds that a judicial determination made by any court or other Applicable Law has rendered its obligation to deliver Controllable Waste to the Disposal System void, unlawful or unenforceable on any legal grounds, with the result that actual waste deliveries to the Disposal System fall below the Cumulative Tonnage Targets, the County shall be entitled to avail itself of the remedies described in Section 4.2(B) hereof.

(G) Franchise Haulers. The City shall compile and provide the Department with the following information concerning all Franchise Haulers: name, address and phone number; identification number; area of collection and transportation; and franchise and permit terms.

(H) Waste Information System. The City shall cooperate with the Department in collecting information and otherwise monitoring Franchise Haulers in order to assure compliance with this Agreement. Such information may include, to the extent practicable, data pertaining to Controllable Waste collected, transported, stored, processed and disposed of, Recycled City Acceptable Waste collected, transported, stored, processed and marketed or disposed of, Franchise Haulers' franchise, permit or license terms, collection areas, transportation routes and compliance with Applicable Law; and all other information which may reasonably be required by the Department in connection with this Agreement. The City agrees to include in any revised franchise, contract, license or permit or other authorization granted to Franchise Haulers an obligation of the Franchise Hauler to provide to the County information relating to the Controllable Waste collected by such Franchise Hauler, including origins from which such Controllable Waste was collected, tonnage by type of load (residential, commercial, roll-off box), customer service levels, tonnage delivered by transfer station or material recovery facility utilized, and other related information.

(I) City Actions Affecting County. The City agrees to carry out and fulfill its responsibilities under this Agreement and Applicable Law so as to permit full and timely compliance by the County with its covenants and agreements with the State. In particular, the City agrees not to conduct, authorize or permit any disposal services for Controllable Waste to be provided in competition with the Disposal Services provided by the County hereunder, and not to take or omit to take any action with respect to Controllable Waste or its collection, transportation, transfer, storage, treatment or disposal that may materially and adversely affect the County's ability to achieve such timely compliance. Notwithstanding the foregoing, the City shall not be required to deny any permit or license or refuse to grant any approval while exercising its police powers.

(J) No Right of Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver or cause the delivery to the Disposal System of Acceptable Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Waste. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Waste to the County hereunder, and shall not permit any Acceptable Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Waste for any purpose hereunder.

(K) Annexations and Restructuring. It is the intention of the parties that this Agreement and the obligations and rights of the City hereunder, including particularly the Waste Disposal Covenant and the Contract Rate, shall, to the extent permitted by Applicable Law, extend to any territory annexed by the City (or any territory with respect to which the City assumes, after March 30, 2008, solid waste management responsibility from a Sanitary District or other public entity) and shall bind any successor or restructured Governmental Body which shall assume or succeed to the rights of the City under Applicable Law.

SECTION 3.2 PROVISION OF DISPOSAL SERVICES BY THE COUNTY.

(A) Service Covenant. Commencing on the Commencement Date, the County shall provide or cause the provision of the service of (1) receiving and disposing of all Controllable Waste at the Disposal System (or such other facilities, including transfer stations, as the County may determine to use), (2) disposing in accordance with subsection 3.2(C) hereof of Controllable Waste which, at any time and for any reason, is in excess

of the disposal capacity of the Disposal System, and (3) in accordance with subsection 3.3(C) hereof, disposing of Unacceptable Waste inadvertently accepted at the Disposal System. The County, to the maximum extent permitted under Applicable Law, shall use its best efforts to keep the Olinda Alpha, Prima Deshecha and Frank R. Bowerman Landfills open for the receipt of waste for disposal or transfer of Controllable Waste pursuant to this Agreement. The County shall do and perform all acts and things which may be necessary or desirable in connection with its covenants in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management, financing and contract work related thereto or undertaken in connection therewith. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Service Covenant consistent with its responsibilities hereunder and under this Agreement, Applicable Law and prudent solid waste management practice and environmental considerations.

(B) Particular Facilities. The Department and the City shall consult and cooperate in determining whether and to what extent from time to time other landfills other than that primarily used by the City shall be utilized to receive Controllable Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Disposal System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within 24 hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the landfill primarily used by the City as soon as possible. In the event of a temporary material increase in average daily deliveries of Controllable Waste from the City which the County reasonably believes could result in the permitted daily disposal capacity limit to be exceeded with respect to a particular landfill within the Disposal System, the County shall have the right to redirect the increased Controllable Waste to another landfill within the Disposal System for the duration of the increase in average daily deliveries; provided, however, that in such circumstances the County shall utilize reasonable efforts to first redirect waste which is not Controllable Waste.

(C) Compliance with Service Covenant Not Excused for any Reason. Commencing on the Commencement Date, the obligations of the County to duly observe and comply with the Service Covenant shall apply continuously and without interruption for the Term of this Agreement. In the event that any Change in Law or other Uncontrollable Circumstance impairs or precludes compliance with the Service Covenant by the means or methods then being employed by the County, the County shall implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

SECTION 3.3 COUNTY RIGHT TO REFUSE WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

- (1) Hazardous Waste;
- (2) Controllable Waste delivered at hours other than those provided in Section 3.5 hereof;
- (3) Waste that does not constitute Acceptable Waste;
- (4) Waste that is delivered by any party which has not executed a Waste Disposal Agreement; and
- (5) Controllable Waste consisting primarily of construction and demolition debris or inerts which may cause a particular facility's daily tonnage limit to be exceeded.

(B) Identification of Unacceptable Waste. The Department shall have the right (but not the duty or the obligation) to inspect the vehicles of all Franchise Haulers delivering material to the Disposal System, and may require that the Franchise Hauler remove any Unacceptable Waste from such vehicle before it is unloaded. If the Department determines that it is impractical to separate Controllable Waste from Unacceptable Waste in any vehicle, or if the Franchise Hauler delivering such waste is unwilling to make such separation, or if any vehicle is carrying waste which may spill or leak, then the Department may reject the entire vehicle, and the City shall forthwith remove or cause the removal of the entire delivery from the Disposal System. The Department may take all reasonable measures to prevent waste from being blown or scattered before and during unloading. The City shall cause the Franchise Haulers to observe and comply with Applicable Law, the operating rules and regulations of the Department, and the provisions of this Agreement prohibiting the delivery of Unacceptable Waste to the Disposal System.

(C) Hazardous Waste and Hazardous Substances. The parties acknowledge that the Disposal System has not been designed or permitted, and is not intended to be used in any manner or to any extent, for the handling, transportation, storage or disposal of Hazardous Waste or Hazardous Substances. Neither the County nor the City shall countenance or knowingly permit the delivery of Hazardous Waste or Hazardous Substances to the Disposal System.

(D) Disposal of Unacceptable Waste and Hazardous Waste. If Unacceptable Waste or Hazardous Waste is discovered in a vehicle at any landfill within the Disposal System, the driver of the vehicle will not be permitted to discharge the load. If a vehicle is observed unloading Unacceptable Waste or Hazardous Waste in the tipping area of a landfill within the Disposal System Department personnel will use reasonable efforts to assure that such material has been characterized, properly secured and its disposition resolved. The return or reloading onto the delivery vehicle of any Hazardous Waste, Prohibited Medical Waste or other waste requiring handling or transportation shall be conducted in accordance with Applicable Law. Whenever Hazardous Waste is detected at any landfill within the Disposal System, the Department shall take immediate action in accordance with Applicable Law.

(E) Source-Separated Household Hazardous Waste. The County shall maintain, as part of the Disposal System, a Source-Separated Household Hazardous Waste Disposal System for the disposal of Source-Separated Household Hazardous Waste. The disposal service provided by such system shall constitute part of the Disposal Services, and shall be available to Participating Cities as part of the Contract Rate. The County may impose additional fees and charges for services relating to Source-Separated Household Hazardous Waste with respect to cities which are not parties to a Disposal Agreement. The County may provide for the expansion, contraction or modification of the Source-Separated Household Hazardous Waste Disposal System and its services to the extent necessary to ensure the Disposal System's viability; provided, however, if the County chooses to reduce services, the County shall nonetheless continue to expend funds for the Source-Separated Household Hazardous Waste Disposal System each year during the term of this Agreement in an amount at least equal to the amount of funds expended for the Source-Separated Household Hazardous Waste Disposal System during fiscal year 2006-07 as adjusted by changes in the Producer Price Index.

SECTION 3.4 UNINCORPORATED AREA ACCEPTABLE WASTE. Commencing on the Commencement Date, the County in accordance with Applicable Law shall provide or cause to be provided the service of disposing of non-recycled Acceptable Waste originating or generated within the Unincorporated Area and, with respect to such waste, shall comply with the Waste Disposal Covenant as if the County constituted a City subject to the Waste Disposal Covenant hereunder. Rates charged by the County for the disposal of each class of non-recycled Acceptable Waste generated in the Unincorporated Area shall be the same as the Contract Fee charged for the disposal of each class of Controllable Waste. The County shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area) against any challenge thereto, legal or otherwise, by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The County shall bear the cost and expense of any such Legal Proceeding or other challenge (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area).

SECTION 3.5 MISCELLANEOUS OPERATIONAL MATTERS.

(A) Operating Hours. The County shall keep the Disposal System open for the receiving of Controllable Waste during such regular operating hours as may be established by the Department in the operating rules and regulations applicable to the Disposal System. The County shall utilize best efforts to maintain substantially similar hours, as were in effect on January 2, 2009, for the receipt of waste through the term of this Agreement (subject to Applicable Law).

(B) Scales and Weighing. The Department shall operate and maintain permanent scales at the Disposal System. The Department shall weigh all vehicles delivering waste by or on behalf of the City (whether or not the County accepts such waste) and prepare a daily weight record with regard to such delivery.

(C) Service Coordinator. The County and the City each shall designate in writing thirty days prior to the expected Commencement Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Service Coordinator"). Either party may designate a successor or substitute Service Coordinator at any time by notice to the other party.

(D) Review of Records. Each party may review the other party's books and records with respect to matters relevant to the performance by either party under this Agreement or otherwise related to the operation of the Disposal System to the extent allowed under the California Public Records Act (interpreted as if the parties to this Agreement were natural persons for purposes of the Public Records Act).

SECTION 3.6 OTHER USERS OF THE DISPOSAL SYSTEM.

(A) On or Before July 23, 2009. the County shall have the right to enter into waste disposal agreements with Orange County entities with respect to Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the County, including other cities in the County, Sanitary Districts, Transfer Stations and Independent Haulers, which waste disposal agreements shall have terms and provisions substantially identical to the terms and provisions of this Agreement; provided, however, that in no event shall such agreements have terms and provisions more favorable than the terms and provisions of this Agreement (including but not limited to the Contract Rate and availability of disposal capacity).

(B) After July 23, 2009. the County shall have the right to enter into waste disposal agreements with Orange County entities, including any city, Sanitary District, Transfer Station and Independent Hauler, or otherwise accept Acceptable Waste from such parties, but only within the limitations contained in this Section. Any such agreement or waste acceptance agreement must provide that the party delivering waste shall pay a Posted Disposal Rate at least 10% higher than the Contract Rate unless the County determines it is in the best interest of the Disposal System to establish a Posted Disposal Rate less than 10% higher than the Contract Rate. In no event shall the Posted Disposal Rate be equal to or less than the Contract Rate. In addition, the County shall reserve the right in any such waste disposal agreement at any time, to the extent permitted by Applicable Law, to refuse to receive and dispose of Acceptable Waste from any city, County Sanitary District, Transfer Station and Independent Hauler if and to the extent that such receipt and disposal may materially and adversely affect the ability of the County to comply with its obligations to the Participating Cities under the Disposal Agreements to which each is a party.

(C) Receipt of Imported Acceptable Waste on a Contract Basis. The County shall have the right to enter into a contract or other agreement with any municipal or private non-County entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Disposal System for the benefit of the County and the Participating Cities and to generate Net Import Revenues. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable Disposal Agreements throughout the Term thereof. The term of any such agreement for the disposal of Imported Acceptable Waste shall end by the later to occur of (i) December 31, 2015 or (ii) the date on which County general purpose revenues are no longer expended to pay debt service on the Orange County Public

Financing Authority Lease Revenue Refunding Bonds Series 2005, but in no event later than the last day of the fiscal year commencing July 1, 2015.

(D) Self Haulers. The City and the County acknowledge that Self-Haulers shall be entitled to deliver Self-Hauled Waste to the Disposal System, on a non-contract basis, at the Posted Disposal Rate. Such Self-Haulers shall not be entitled to dispose of Acceptable Waste for the Contract Rate.

(E) Application and Use of Revenues From Other Users. All revenues received by the County from the disposal of County Acceptable Waste by the Disposal System, and all revenues received by the County from the disposal of Imported Acceptable Waste by the Disposal System, shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Disposal System. Pursuant to the County's Plan of Adjustment, the County is entitled to receive net revenues (after payment of all costs attributable to the acceptance of such Imported Acceptable Waste at the Disposal System) ("Net Import Revenues") from the disposal of Imported Acceptable Waste by the Disposal System, and such Net Import Revenues may be used for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment. Costs attributable to the disposal of Imported Acceptable Waste include deposits to the Environmental Fund, deposits to closure and postclosure reserves, City host fees (if applicable), incremental operating costs (such as manpower expenditures, equipment, services and supplies expenditures), state surcharges, and a pro rata share of capital project costs. The parties acknowledge that their intention in determining to allow the importation of Imported Acceptable Waste for disposal by the Disposal System is to stabilize the Contract Rate at rates below those which would otherwise prevail in the absence of such importation.

SECTION 3.7 COUNTY PROVISION OF WASTE DIVERSION SERVICES.

(A) County-Wide Recycling Services. This Agreement does not require the County to provide for any source reduction, materials recovery, recycling, composting, or other waste diversion services by the County nor any payment therefor by the City, by Franchise Haulers or by ratepayers; provided, however, any County-Wide Recycling Services may be funded through the County OC Waste & Recycling Enterprise Fund. Any such recycling services may be expanded, contracted or modified by the County at any time in its sole discretion.

(B) Separate City-County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person to provide source reduction, materials recovery, recycling, composting or other waste diversion services. Any such program conducted by the County, whether in participation with the City, any other of the Participating Cities, other Cities, Sanitary Districts, Transfer Stations, Independent Haulers, Unincorporated Area or non-County entity, shall be operated, managed and accounted for as a program separate and distinct from the Disposal Services program contemplated by the Disposal Agreements and shall not be funded through the general revenues of the Disposal System.

ARTICLE IV CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF CONTRACT RATE. The City acknowledges that the County shall have the right to charge and collect a Contract Rate for the acceptance and disposal of Controllable Waste delivered to the System by any Franchise Hauler. The Contract Rate shall be calculated and established, and may be modified, as provided in Section 4.2 hereof. In addition, the City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Contract Rates.

SECTION 4.2 CONTRACT RATE.

(A) Establishment of Contract Rate. The Contract Rate payable by each Franchise Hauler shall be (x) \$22.00 per ton from the Commencement Date through June 30, 2010, and (y) \$29.95 per ton on and after July 1, 2010, in both cases contingent on the delivery to the Disposal System of an amount of Acceptable Waste at

least equal to the Cumulative Tonnage Targets identified in Appendix 2, and subject to adjustment necessary to reflect the circumstances set forth in this Section 4.2:

(i) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Uncontrollable Circumstances, other than Changes in Law;

(ii) costs incurred by the County (in excess of available insurance proceeds and amounts available in the Environmental Fund for such purposes) remediating environmental conditions at the Disposal System or inactive or closed disposal sites in the County, which, if uncorrected, could give rise to potential claims under CERCLA or related federal or state statutes, including costs incurred providing indemnification to any Participating City pursuant to subsection 7.3; or

(iii) tonnage shortfalls to the extent permitted by Sections 4.2(B);

(iv) average annual inflation prior to July 1, 2010 in excess of the levels set forth in Section 4.2(H) and escalation pursuant to Section 4.2(F) ;

(v) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Changes in Law; or

(vi) Capital Costs in excess of the Capital Costs at any point in time during the term hereof exceeding the Cumulative Capital Costs set forth in Appendix 3.

Prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (i), (ii) or (iii) above, the County shall utilize the following remedies in the following order of priority:

(x) reduce the costs of operating the Disposal System to the extent practicable; and

(y) utilize Unrestricted Reserves to pay costs of the Disposal System.

The County will not be required to utilize such remedies prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (iv), (v) or (vi) above.

Any adjustments to the Contract Rate permitted by this Section shall be calculated by the County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant to which the adjustment is authorized. The County agrees that it will evaluate the feasibility of long term financing for significant capital costs where appropriate.

(B) County Acceptable Waste Shortfall. In the event that the actual amount of County Acceptable Waste delivered to the Disposal System at the end of any Contract Year is less than the Cumulative Tonnage Target for such Contract Year for County Acceptable Waste, as specified in Appendix 2, the County shall utilize the following options, in the following order of priority, in order to remedy any adverse effects of such tonnage shortfall:

(i) reduce the costs of operating the Disposal System to the extent practicable;

(ii) utilize Restricted Reserves described in clause (iii) of Section 4.5 to pay costs of the Disposal System;

(iii) utilize Unrestricted Reserves to pay costs of the Disposal System; and

(iv) adjust the Contract Rate.

In the event that implementation of the steps described above does not result in sufficient revenues to satisfactorily address the shortfall in tonnage, the County shall have the right to terminate the Agreement on 60 days written

notice to the City. In addition, in the event that actual deliveries to the Disposal System exceed the Cumulative Tonnage Target as of the end of any Contract Year, the City acknowledges the County shall have the right to establish reserves intended to reflect the potential for lower than expected annual waste deliveries in subsequent years, and that any such reserves shall constitute "Restricted Reserves".

(C) [RESERVED]

(D) Interim Use of Remedies. In the event that, during any Contract Year, waste deliveries to the Disposal System are 25% or more below delivery projections for such Contract Year with the result that the County determines it is unlikely that the Cumulative Tonnage Target will be achieved as of the end of such Contract Year, the County may utilize the remedies described in Section 4.2(B) prior to the end of such Contract Year; provided, however, that if at the end of such Contract Year, the Cumulative Tonnage Target is actually met, the County shall reimburse any adjustments to the Contract Rate made pursuant to this Section to Participating Cities. Such reimbursement may be given as a credit or adjustment to the Contract Rate for future deliveries, rather than a lump sum payment.

(E) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to impose special charges for the receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps and sludge. Such special charges shall be calculated to reflect the reasonable incremental costs to the County of accepting such hard to handle materials. In addition, in the event that the Board of Supervisors of the County makes a determination to implement a facility (including but not limited to a transfer station, landfill, conversion technology facility, or a materials recovery or processing facility), which facility would be intended to provide for disposal alternatives after the closure of one or more of the landfills currently operating within the Disposal System, the County may impose an additional charge of \$0.50 per ton of Acceptable Waste in order to pay the costs of the study, development, planning, construction and/or operation of such facility.

Adjustments pursuant to this Section 4.2(E) shall not require compliance with the provisions of Section 4.2(I).

(F) Escalation. The Contract Rate shall be adjusted each July 1, beginning July 1, 2011. The change will be equal to the positive percentage change in the Consumer Price Index – All Urban Consumers, U.S. city average, All items, Not Seasonally Adjusted, Series ID CUUR0000SA0 ("CPI") as measured from the October 21 months prior to the rate adjustment to the October immediately preceding the rate adjustment. For example: The July 1, 2011 rate adjustment shall be based upon the index change from October 2009, to October 2010, referred to as year 1 and year 2 respectively in the following example .

Formula to calculate percentage change in the Contract Rate:

Step 1:

$$\left[\frac{\text{October Year 2 CPI}}{\text{October Year 1 CPI}} \right] - 1 = \% \text{ increase in Contract Rate}$$

Step 2: Current Contract Rate x (1+ % increase in Contract Rate) = Contract Rate as of July 1 Year 2

On each April 1, commencing April 1, 2011, the County shall provide the City with notice of the adjustment to the Contract Rate to be effective the following July 1. Such notice shall contain the calculation of the adjustment set forth above. The County will calculate the new Contract Rate each year.

In the event that the change in the CPI is negative, no rate adjustment will be made for that year. No adjustment under this Section 4.2(F) will take place until the October CPI index surpasses the index level as of the October immediately preceding the last annual rate adjustment pursuant to this Section 4.1(F), which will be considered "year 1" in calculating the change in the Contract Rate.

For example, if the CPI is measured as follows: October 2009 = 205, October 2010 = 204, October 2011 = 201, October 2012 = 208, then there would be no adjustment in July 2011, or July 2012, and an adjustment equal to the change from 205 to 208 would be implemented on July 1, 2013.

Adjustments pursuant to this Section 4.2(F) shall not require compliance with the provisions of Section 4.2(I).

(G) Adjustment Resulting from Increased Fees. In addition to the other adjustments specified herein, the Contract Rate shall be adjusted to reflect the imposition of new fees or increase in existing fees relating to the disposal of Controllable Waste imposed by state, federal or other agencies (i.e., the State's Integrated Waste Management fee, which is currently \$1.40 per ton). The adjustment shall be equal to the amount of any new or increased fee, and the adjustment shall take effect so as to coincide with the imposition of the new or increased fee. The County shall provide notice of any increase pursuant to this Section 4.2(G) as soon as practicable, after becoming aware of the imposition of any fees described above.

Adjustments pursuant to this Section 4.2(G) shall not require compliance with the provisions of Section 4.2(I).

(H) Calculation of Cumulative Inflation Rate. For purposes of Section 4.2(A)(iv) for adjustments prior to July 1, 2011, the inflation shall be calculated as the change in the CPI between July of the year of calculation and July 1, 2008. Inflation shall be deemed to exceed the levels set forth below if the ratio between the CPI for July for the year of calculation (calculated in accordance with the formula below) and July 2008 exceeds the ratio corresponding to such year of calculation on the table below. The ratio shall be calculated in accordance with the following formula:

(July CPI of calculation year / CPI for July 2008)

<i>Year of Calculation</i>	<i>Ratio</i>
July 1, 2008	1.0000
July 1, 2009	1.0356
July 1, 2010	1.0723

In the event the CPI is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics or otherwise generally accepted as a replacement for CPI shall be used for purposes of this Agreement. In the event of an adjustment to the Contract Rate pursuant to this section 4.2(H), such adjustment shall be applied to the Contract Rate effective until June 30, 2010, and the Contract Rate effective July 1, 2010.

Adjustments pursuant to this Section 4.2(H) shall not require compliance with the provisions of Section 4.2(I).

(I) Procedure for Rate Adjustments. In the event the County determines that it is entitled to an adjustment of the Contract Rate pursuant to Section 4.2(A) (other than 4.2(A)(iv)) or Section 4.2(B), it shall utilize the procedures described in this Section 4.2(I). The County shall be required to provide the City with at least 90 days prior written notice of the adjustment, which notice shall identify the specific event(s) or circumstances which require the adjustment. The notice shall also specify the earliest date on which the County Board of Supervisors shall consider the proposed adjustment. At least 45 days prior to such meeting of the Board of Supervisors, the County shall provide the City with a report which shall contain the following information: a description of the specific event(s) or circumstances which require the adjustment; a description (including cost estimates) of any activities (which may include, but not be limited to capital improvements to the Disposal System) required in order to remedy such event or circumstance; certification by the County that it has implemented the remedies described in Section 4.2(A) or (B) prior to requiring the rate adjustment; and a description of the methodology used by the County to calculate the adjustment to the Contract Rate (hereinafter the "County Report"). In the event the City disputes the adjustment, it shall provide the County with a written description of the reason for the dispute at least 10 days prior to the meeting of the Board of Supervisors identified in the initial notice of the County (hereinafter the "City Report"). The City Report shall be provided to the Board of Supervisors for

consideration at such meeting in connection with the proposed rate adjustment. At any time from and after the date that the County provides the City with the County Report, upon the request of either party, the City and County shall meet and confer in good faith to resolve any dispute that may arise regarding the proposed adjustment to the Contract Rate. In any such meeting, the County shall be represented by the Director of the Department or his or her designee. In the event the Board of Supervisors approves all or a portion of the proposed rate adjustment, such rate adjustment shall become effective on the date identified in the initial notice sent by the County regardless of whether or not the procedures in Section 4.2(J) are utilized, but subject to potential reimbursement pursuant to clause (11) of Section 4.2(J).

(J) Procedure for Expedited Judicial Review of Contested Rate Adjustment. In the event that, within 30 days after the effective date of any Contract Rate adjustment made pursuant to Section 4.2(I), Participating Cities which, in the aggregate, accounted for more than 50% of the County Acceptable Waste delivered to the County System in the twelve months preceding the Contract Rate adjustment, provide notice to the County of their election to utilize the procedures described in this Section 4.2(J), then the provisions of this Section 4.2(J) shall be utilized by such Participating Cities and the County to resolve the dispute over the Contract Rate Adjustment. In the event that Participating Cities which have delivered the amount of waste contemplated in the preceding sentence do not provide notice to the County of such election, the County shall have no obligation to participate in or cooperate in the implementation of the procedures described below in this Section 4.2(J).

(1) In order to pursue the expedited judicial determination described in this Section (the "Expedited Rate Determination"), the Participating Cities which have made the election described in the paragraph above (the "Challenging Cities") must commence a civil action for breach of contract (the "Action") in the Orange County Superior Court within 45 days of the date on which the Board of Supervisors approves the challenged adjustment to the Contract Rate.

(2) Within two (2) days of filing the Action, the Challenging Cities shall personally serve on the County Counsel both the summons and complaint, and a stipulation and request for the entering of an order incorporating all of the procedural provisions relating to the Expedited Rate Determination as set forth in this Section 4.2(J) (such stipulation and request for order is hereinafter referred to as the "Expedited Rate Determination Stipulation"). The Expedited Rate Determination Stipulation shall be signed by each of the Challenging Cities.

(3) Within fifteen (15) days of the date of service upon the County of the summons and complaint, and Expedited Rate Determination Stipulation, the County Counsel shall execute the Expedited Rate Determination Stipulation and personally serve upon the Challenging Cities through their counsel of record the Expedited Rate Determination Stipulation and its answer to the complaint in the Action. The Stipulation shall also include a waiver by each of the parties of their right to a jury trial of the issues raised in the Action. The City and the County mutually agree that the duty to execute the Expedited Rate Determination Stipulation and comply with the procedures set forth for Expedited Rate Determination in this Section 4.2(J) shall be, and are hereby deemed to be, ministerial duties which the law specifically enjoins upon each of them, and shall be subject to enforcement by the parties herein pursuant to Code of Civil Procedure Section 1085, *et seq.*, or by means of a complaint for specific performance.

(4) Within three (3) days of the date of service by the County upon the Challenging Cities of the fully signed Expedited Rate Determination Stipulation, the County and the Challenging Cities shall jointly make *ex parte* application to the Orange County Superior Court in the Action for the issuance of the order contained in the Expedited Rate Determination Stipulation. At such *ex parte* application, the County and the Challenging Cities shall also seek to confirm with the Orange County Superior Court the briefing schedule, and request a hearing date in accordance with the procedures set forth in this Section 4.2(J).

(5) Within ten (10) days of the date of service by the County upon the Challenging Cities of the answer in the Expedited Rate Determination, the Challenging Cities shall file with the court and personally serve upon the County the Challenging Cities' opening brief and the Record in the Expedited Rate Determination. The opening brief shall not exceed 15 pages in length. The Record shall consist of, and be limited to, the record of the proceedings before the Board of Supervisors with respect to the adjustment of the Contract Rate, including but not limited to the County Report and the City Report prepared by each or any of the Challenging Cities pursuant to Section 4.2(I), any materials filed or lodged with the Board of Supervisors and the Orange County

Waste Commission, the transcript of the proceedings of the Board of Supervisors meeting and the Orange County Waste Commission, the minutes of the Board of Supervisors and the Orange County Waste Commission meeting, and the resolution and/or other documentation evidencing action by the Board of Supervisors and the Orange County Waste Commission to adjust the Contract Rate pursuant to Section 4.2(A) or (B). The record shall also include the most recent reports prepared pursuant to Sections 4.6 and 4.7. The Expedited Rate Determination shall be decided solely on the evidence in the Record, and no extrinsic evidence shall be submitted to or considered by the court.

(6) Within ten (10) days of service by the Challenging Cities of their opening brief and the Record, the County shall file and personally serve upon the Challenging Cities the County's opposition brief. The opposition brief shall not exceed 15 pages in length.

(7) Within five (5) days of service by the County upon the Challenging Cities of the opposition brief, the Challenging Cities may file and personally serve upon the County a rebuttal brief, which shall not exceed 10 pages in length.

(8) The trial of the Expedited Rate Determination shall be conducted as a hearing which shall be conducted at the date set by the court in the *ex parte* hearing conducted pursuant to Section 4.2(J)(4), or such other date and time ordered by the court. If the court requests the parties to prepare supplemental briefs in response to any question or issue raised by the court, the parties may do so.

(9) The standard of review for the Expedited Rate Determination shall be the preponderance of the evidence based upon the Record. The burden of proof shall be borne by the Challenging Cities, and the burden of proof shall be the same as with respect to a plaintiff in a damages action for breach of contract. Both parties have participated in the drafting of this Agreement. Accordingly, nothing set forth in this Agreement shall be interpreted or construed for or against either of the parties as a consequence of their participation in the drafting of this Agreement.

(10) The court shall issue its written statement of decision and enter judgment within thirty (30) days of the date of the hearing in the Expedited Rate Determination.

(11) If the court determines that any portion of the County's adjusted Contract Rate which is the subject of the Expedited Rate Determination was improperly imposed, the County shall, within 30 days of the date of the statement of decision, reimburse to the City the amount improperly imposed, together with interest calculated at the highest percentage rate that does not constitute usury under California laws. Such reimbursement may be made in the form of a reduction in the Contract Rate for a future period (not to exceed twelve months) reasonably calculated to provide full reimbursement of the amounts described above.

(12) If for any reason the court does not sign the order contained in the Expedited Rate Determination Stipulation, the City shall, within 30 days of the court's denial of such requested order, file with the court and personally serve upon the County a motion for summary judgment and/or motion for judgment on the pleadings, in accordance with Code of Civil Procedure Section 437(c) and 438. By executing this Agreement, the parties hereby stipulate that, in the event that the Challenging Cities file such summary judgment motion and/or motion for judgment on the pleadings, the Record shall be deemed to have been incorporated into the complaint and answer filed by the Challenging Cities and the County, and no evidence outside of the Record is relevant or material to the dispute raised in the Expedited Rate Determination. The briefing schedule and hearing on such motion for summary judgment and/or motion for judgment on the pleadings shall be in accordance with Code of Civil Procedure Section 437(c). The Challenging Cities and the County shall be bound by all of the requirements and restrictions set forth in Section 4.2(J) that are not in conflict with this paragraph (12).

(13) In the event that the court both does not sign the order contained in the Expedited Rate Determination Stipulation and either does not hear or does not issue a ruling on the merits on the motion for summary judgment and/or judgment on the pleadings which is dispositive of the issues, claims and causes of action in the complaint filed by the Challenging Cities, the County and the Challenging Cities shall, within twenty days following the issuance of the Court's order or decision not to honor the parties' stipulation or not to hear the parties' motion for summary judgment, make application to the Presiding Judge of the Orange County

Superior Court for an expedited hearing or trial date. The Challenging Cities and the County shall be bound by all of the requirements and restrictions set forth in Section 4.2(J) that are not in conflict with this paragraph (13). In this regard, and without limiting the foregoing, the only evidence to be presented at the hearing or trial shall be the Record, no testimony shall be presented at the hearing or trial; and both the County and the Challenging Cities waive all rights to a jury trial, to any reconsideration of the decision of the court, to a new trial after the court renders a decision, and to any appeal or review of the decision of the court.

SECTION 4.3 RESPONSIBILITY FOR PAYMENT OF THE CONTRACT RATE.

(A) Payment by City. In the event and to the extent (1) the City uses municipal collection forces directly for the haulage of Controllable Waste to the Disposal System or (2) the City uses non-municipal Franchise Haulers for collection but nonetheless elects to pay the Contract Rate from City revenues, the City, as its own Franchise Hauler, shall have direct responsibility for payment of the Contract Rate, and shall take all such budgetary, appropriation and other action as may be necessary to provide for the timely payment of the Contract Rate. Such action may include, depending upon the means authorized by the City to provide for such payment, the levy and collection of general or special taxes, the imposition of benefit assessments, or the collection of user fees, generator charges or other similar impositions for municipal solid waste disposal. The City shall use best efforts in accordance with Applicable Law to levy and impose all such taxes, assessments, fees or charges, and will take all steps, actions and proceedings for the enforcement, collection and payment of all such amounts which shall become delinquent, to the full extent permitted by Applicable Law. To the extent provided in Section 7.5 hereof, the obligation of the City for such Contract Rates shall be limited to amounts in the City's Solid Waste Enterprise Fund. From the Commencement Date to the date of expiration or termination of this Agreement, the obligation to the City to pay the Contract Rate, to the extent the City rather than Franchise Haulers is responsible directly for payment and provided that the Service Covenant has been complied with, shall be absolute and unconditional and shall not be subject to delay or diminution by reason of set-off, abatement, counterclaim, existence of a dispute or otherwise.

(B) Payment by Franchise Haulers. With respect to Controllable Waste delivered by Franchise Haulers other than City municipal collection forces, the obligation to pay the Contract Rate shall rest with such Franchise Haulers and not with the City and, unless the City has agreed with the County to be responsible for Franchise Hauler payments, the City shall not be financially responsible for any delay or failure by such Franchise Hauler to pay the Contract Rate or any portion thereof when due. In the event of any such failure, the County and the City shall cooperate with each other and use their best efforts to obtain timely payment. Such efforts by the County may include, as appropriate, requiring cash payments for disposal rights from such Franchise Hauler and bringing a legal proceeding for payment and damages. Such efforts by the City may include, as appropriate, legal proceedings to suspend, revoke or terminate the Franchise Hauler's franchise, permit or license rights.

(C) Disputes. If the City or the Franchise Hauler disputes any amount billed by the County in any Billing Statement, the City or the Franchise Hauler shall nonetheless pay the billed amount and shall provide the County with written objection within 30 days of the receipt of such Billing Statement indicating the amount that is being disputed and providing all reasons then known to the City or the Franchise Hauler for any objection to or disagreement with such amount. If the City or the Franchise Hauler and the County are not able to resolve such dispute within 30 days after the City's or the Franchise Hauler's objection, either party may pursue appropriate legal remedies.

SECTION 4.4 BILLING OF THE CONTRACT RATE. The County shall continue to bill Contract Rates after the Commencement Date, in the same manner as it has customarily billed tipping fees. Subject to the other provisions of this Agreement, the County shall have the right to modify or amend such manner of billing on reasonable notice to affected parties.

SECTION 4.5 RESTRICTED RESERVES. For purposes of this Agreement, "Restricted Reserves" means cash and other reserves of the Disposal System which are restricted to specific uses or are otherwise being reserved by the County to meet its obligations hereunder throughout the term of the Agreement with respect to the Disposal System pursuant to any Applicable Law, contract, adopted budget, budgetary policy of the County with respect to the Disposal System, or other arrangement. Such cash and other reserves are not required to be deposited in separate accounts or funds in order to constitute "Restricted Reserves" hereunder, and may be commingled with

Unrestricted Reserves or other funds of the County attributable to the Disposal System. "Restricted Reserves" shall include, but not be limited to, the following:

- (i) reserves for closure of components of the Disposal System to the extent required by Applicable Law;
- (ii) amounts reserved by the County for funding of post closure maintenance and monitoring with respect to components of the Disposal System;
- (iii) reserves established to protect the Disposal System against the adverse financial impact of potential decreases in waste deliveries pursuant to Section 4.2(B);
- (iv) amounts reserved to pay the costs of capital improvements with respect to the Disposal System;
- (v) amounts funded from revenues during the early years of the term of the Agreement reserved to enable the County to provide disposal services for the Contract Rate during the later years of the Agreement;
- (vi) amounts temporarily held by the County prior to payment to the State or other Governmental Bodies pursuant to Applicable Law (including any fees or charges payable to the State Integrated Waste Management Board);
- (vii) reserves required to meet bond covenants pursuant to financing agreements for Disposal System assets to the extent such amounts must be legally separate and distinct from other reserves identified in this Section;
- (viii) security deposits from landfill deferred payment program users;
- (ix) amounts held by the County in the Environmental Fund (provided, however, that such amounts in the Environmental Fund will be made available and used by the County if required to pay costs relating to environmental remediation or other related costs);
- (x) AB939 surcharges;
- (xi) amounts held by the County in the Corrective Action Fund held pursuant to CCR Title 27 to demonstrate financial assurance to pay for potential groundwater contamination; and
- (xii) an amount equal to three months of budgeted expenses for the Disposal System for the current fiscal year, representing working capital of the Disposal System.

SECTION 4.6 AUDITED FINANCIAL STATEMENTS. The County shall annually, on or before January 1 each year, prepare or cause to be prepared and have on file for inspection an annual report for the preceding Contract Year, accompanied by a certificate of an independent public accountant or of the County Auditor and Controller as to the examination of the financial statements therein (describing such statements as fairly presenting the information therein in conformity with generally accepted accounting principles) relating to the Disposal System, the Disposal Services, and the fiscal activities of the County OC Waste Disposal Enterprise Fund, and including statements in reasonable detail of the financial condition of the County OC Waste Disposal Enterprise Fund as of the end of the Contract Year and revenue and expenses for the Contract Year.

SECTION 4.7 ANNUAL UPDATE OF TEN-YEAR FINANCIAL PROJECTION. The County shall annually, on or before May 1 of each year, prepare or cause to be prepared, an updated Ten-Year Financial Projection for the Disposal System. Said Financial Projection shall include at least two full years of prior actual data and ten years of future projections including the following elements:

1. County Acceptable Waste, in tons;
2. Imported Acceptable Waste, in tons;
3. Revenues and expenditures;
4. Cash fund balances, including all monies in the County Solid Waste Enterprise Fund, with specific delineation of monies in the Environmental Fund, Restricted Reserves, Unrestricted Reserves, and all other funds of the System.
5. Projected liabilities for closure and post closure as well as reasonable reserves for other environmental costs.

The purpose of the Ten-Year Financial Projection is to keep the City fully informed about the future financial condition of the Disposal System. The County shall cause a copy of the Ten-Year Financial Projection to be delivered to the City Manager of the City no later than May 1 of each year. Upon request, the County shall make available to the Cities supporting information related to the ten-year financial projection

ARTICLE V BREACH, ENFORCEMENT AND TERMINATION

SECTION 5.1 BREACH. The parties agree that in the event either party breaches any obligation under this Agreement or any representation made by either party hereunder is untrue in any material respect, the other party shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. Neither party shall have the right to terminate this Agreement except as provided in Section 5.2 and Section 5.3 hereof or as otherwise provided in this Agreement.

SECTION 5.2 CITY CONVENIENCE TERMINATION. The City shall have the right to terminate this Agreement in its sole discretion, for its convenience and without cause at any time during the Term hereof upon 90 days' written notice to the County. If the City exercises its rights to terminate the Agreement pursuant to this Section, the City shall pay the County a termination fee equal to the Contract Rate in effect at the time of such termination (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2) multiplied by the number of tons of City Acceptable Waste delivered to the Disposal System during the preceding twelve months (or, if the City had been in breach of the Waste Disposal Covenant during such prior months, such amount as would have been delivered if the City had complied with the Waste Disposal Covenant), multiplied by the number of years remaining in the Term of the Agreement.

SECTION 5.3 TERMINATION.

(A) By City. Except as expressly provided herein, the City shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the County substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the City the right to terminate this Agreement for cause under this subsection unless:

(1) The City has given prior written notice to the County stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the County and which will, in its opinion, give the City the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The County has neither challenged in an appropriate forum (in accordance with Section 5.5) the City's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the

County shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the County is continuing to take such steps to correct such breach).

(B) By County. Except as expressly provided herein, the County shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the City substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the County the right to terminate this Agreement for cause under this subsection unless:

(1) The County has given prior written notice to the City stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the City and which will, in its opinion, give the County right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The City has neither challenged in an appropriate forum (in accordance with Section 5.5) the County's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the City shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the City is continuing to take such steps to correct such breach).

SECTION 5.4 NO WAIVERS. No action of the County or the City pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of this Agreement. No course of dealing or delay by the County or the City in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the County or the City under this Agreement shall preclude any other or further exercise thereof of the exercise of any other right, power or remedy.

SECTION 5.5 FORUM FOR DISPUTE RESOLUTION. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to the Disposal System or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California having appropriate jurisdiction.

ARTICLE VI TERM

SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2020, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the parties, on or before June 30, 2018, for an additional term of ten years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof. The City shall give the County written notice of its irrevocable election to renew this Agreement on or before June 30, 2017. If the parties do not renew this Agreement by June 30, 2018, the Agreement shall expire on June 30, 2020.

(C) Contract Rate During Renewal Term. In connection with the parties' right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(B), the parties shall, on or before June 30, 2018, negotiate an applicable change in the Contract Rate for such renewal term. In determining any revisions to the

Contract Rate to be applicable during any renewal period, in addition to the circumstances described in Section 4.2(A), the parties may take into consideration the following parameters, including but not limited to:

- (i) actual cost of operations;
- (ii) population growth;
- (iii) increase or decrease in available tonnage;
- (iv) economic and disposal market conditions in the Southern California region;
- (v) changes in transportation and technology;
- (vi) closure and expansion of nearby landfills;
- (vii) capacity of the Disposal System; and
- (viii) available reserves which are in excess of the amount reasonably required as reserves.

(D) Survival; Accrued Rights. The rights and obligations of the parties hereto pursuant to Sections 3.1(E)(2), 5.1, 5.3, 5.5, 7.2, 7.3, 7.5, 7.7, 7.8, 7.9, and 7.10 hereof shall survive the termination or expiration of this Agreement, and no such termination or expiration shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination or expiration. At the end of the Term of this Agreement, all other obligations of the parties shall terminate.

SECTION 6.2 COMMENCEMENT DATE.

(A) Obligations of the Parties Prior to the Commencement Date. The parties acknowledge that the Disposal Agreements may be executed and delivered on different dates and that, except as provided in this subsection, neither the County nor the City shall be obligated to perform its obligations hereunder until the participation threshold provided herein has been met and the other conditions to the occurrence of the Commencement Date have occurred. Prior to the Commencement Date, each party hereto shall at its own expense exercise good faith and due diligence and take all steps within its reasonable control in seeking to satisfy the conditions to the Commencement Date set forth herein as soon as reasonably practicable. The County and the City, each at its own expense, shall cooperate fully with each other and the other Participating Cities in connection with the foregoing undertaking. Until the Commencement Date occurs, the Original WDAs shall remain in full force and effect.

(B) Condition to the Commencement Date. The Commencement Date for the Agreement shall be the date on which the percentage of the County's Acceptable Waste attributable to Participating Cities which have executed and delivered Disposal Agreements shall exceed 85% percent (using the percentage rates attributed to such Cities in Appendix 1). Unincorporated County is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with this Section 6.2(b) and Appendix 1 of this Agreement.

(C) Satisfaction of Condition and Commencement Date. Upon the satisfaction or waiver of the condition to the Commencement Date, the County shall give written notice thereof to the cities which have theretofore executed Disposal Agreements. The parties shall thereupon hold a formal closing acknowledging the satisfaction or waiver of the condition to the Commencement Date, certifying that the Commencement Date has occurred and designating the Participating Cities. Copies of all of the documents or instruments constituting or evidencing satisfaction of the Commencement Date conditions shall be furnished to each party prior to or on the Commencement Date.

(D) Newly Incorporated Cities. Any city within Orange County which becomes incorporated after the Commencement Date shall upon request be offered the opportunity by the County to become a Participating City. If any such City executes a Disposal Agreement and meets the applicable condition provided in subsection 6.2(B) hereof within 180 days following the date of its municipal incorporation, then such City shall be entitled to execute a Waste Disposal Agreement on substantially the same terms and conditions as this Agreement (including the Contract Rate), notwithstanding the limitations contained in Section 3.6(B).

(E) Failure of Condition. If by _____ [120 DAYS AFTER BOARD APPROVAL], or such later date as the County may agree, the condition to the Commencement Date specified in this Section is not satisfied, either party hereto may, by notice in writing to the other party, terminate this Agreement. Neither party shall be liable to the other for the termination of this Agreement pursuant to this subsection, and each of the parties shall bear its respective costs and expenses incurred in seeking to satisfy the condition to the Commencement Date. Notwithstanding anything in this Agreement to the contrary, in the event that this Agreement is terminated pursuant to this Section, the provisions of the Original WDA shall remain in full force and effect on the terms and conditions set forth therein.

ARTICLE VII GENERAL PROVISIONS

SECTION 7.1 OPERATION AND MAINTENANCE OF THE DISPOSAL SYSTEM. The County, at its cost and expense through the County Solid Waste Enterprise Fund, shall at all times operate, or caused to be operated, the Disposal System in accordance with Applicable Law and the operating rules and regulations of the Department.

SECTION 7.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the County nor the City shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The party experiencing an Uncontrollable Circumstance shall notify the other party by telecommunication or telephone and in writing, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within 15 days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such party's obligations hereunder will be delayed, (3) the estimated amount, if any, by which the Contract Rate may need to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such party under this Agreement and (5) potential mitigating actions which might be taken by the County or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. In addition, with respect to Changes in Law, the County shall diligently contest any such changes the imposition of which would have a material adverse impact on the Disposal System. While the delay continues, the County or City shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted.

(C) Impact on Contract Rate. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost to the County of meeting its obligations hereunder and providing Disposal Services to the Participating Cities in accordance herewith, the County shall be entitled to an increase in the Contract Rate as provided in Section 4.2 herein or an extension in the schedule for performance equal to the amount of the increased cost or the time lost as a result thereof. The proceeds of any insurance available to meet any such increased cost shall be applied to such purpose prior to any determination of cost increases payable under this subsection. Any cost reductions achieved through the mitigating measures undertaken by the County pursuant to subsection 7.2(B) hereof upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the

Contract Rate would have otherwise been increased or shall serve to reduce the Contract Rate to reflect such mitigation measures, as applicable.

SECTION 7.3 INDEMNIFICATION. To the extent permitted by law, the County agrees that, it will protect, indemnify, defend and hold harmless the City from and against all Loss-and-Expense arising from the City's activity as an "arranger" (for purposes of and as such term is defined under CERCLA or comparable state statutes) of municipal solid waste disposal pursuant to this Agreement. In the event the City shall determine that because of conflict or any other reason that it wishes to be defended by legal counsel other than the legal counsel provided by the County, the cost of providing such legal counsel shall be the City's sole responsibility. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement whether the County or the City provides legal counsel. Any costs incurred by the County pursuant to this Section shall be considered an Uncontrollable Circumstance cost and the County shall be entitled to adjust the Contract Rate as provided in subsection 4.2(A) herein. The County shall not, however, be required to indemnify or defend the City from and against all Loss-and-Expense arising from any willful, knowing, illegal or negligent disposal of hazardous waste (other than incidental amounts of Household Hazardous Waste commonly found in municipal solid waste and permitted to be disposed in Class III landfills under RCRA) which violates the County's landfill permits or Applicable Law. The parties agree that this provision constitutes an indemnity under CERCLA (to the extent of the specific provisions of this Section). The parties acknowledge that this subsection is not intended to and does not create any obligation on the part of the County to provide any indemnification or defense to any Franchise Hauler, whether franchised or not, or any Independent Hauler or Transfer Station, under any circumstances. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement, and shall, as a condition to this indemnity, coordinate fully with the County in the defense.

SECTION 7.4 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 7.5 LIMITED RECOURSE.

(A) To the City. Except in the event the City has not established or maintained a City Solid Waste Enterprise Fund, no recourse shall be had to the general funds or general credit of the City for the payment of any amount due the County hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the City's obligations hereunder. The sole recourse of the County for all such amounts shall be to the funds held in any such Solid Waste Enterprise Fund. All amounts held in any City Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the County. The City shall make adequate provision in the administration of any City Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

(B) To the County. No recourse shall be had to the general funds or general credit of the County for the payment of any amount due the City hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the County's obligations hereunder. The sole recourse of the City for all such amounts shall be to the funds held in the County Solid Waste Enterprise Fund in accordance with the terms of this Agreement. All amounts held in the County Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the City. The County shall make adequate provision in the administration of the County Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

SECTION 7.6 PRE-EXISTING RIGHTS AND LIABILITIES. Nothing in this Agreement is intended to affect, release, waive or modify any rights, obligations or liabilities which any party hereto may have to or against the other party as of the Contract Date relating to the disposal of waste in the Disposal System or any other related matter.

SECTION 7.7 NO VESTED RIGHTS. The City shall not acquire any vested property, license or other rights in the Disposal System by reason of this Agreement.

SECTION 7.8 LIABILITY FOR COLLECTION, TRANSPORTATION AND PROCESSING. Any liability incurred by the City as a result of collecting Acceptable Waste or processing it for diversion from landfill, or as a result of causing, franchising, permitting, licensing, authorizing or arranging any of the foregoing, shall be its sole liability, except as expressly otherwise provided herein.

SECTION 7.9 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 7.10 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both parties.

SECTION 7.11 NOTICE OF LITIGATION. Each party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 7.12 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 7.13 ASSIGNMENT OF AGREEMENT. (A) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party, which may be withheld in the other party's sole discretion. Notwithstanding the foregoing, either party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning party.

(B) Sale. The County shall not enter into any agreement for the sale of the Disposal System which provides for an effective date for such sale prior to the termination of this Agreement.

SECTION 7.14 INTEREST ON OVERDUE OBLIGATIONS. Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenue or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by Applicable Law, be deemed added to the amount due, as accrued.

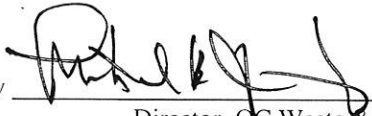
SECTION 7.15 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 7.13 hereof.

SECTION 7.16 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by notice to the other party.

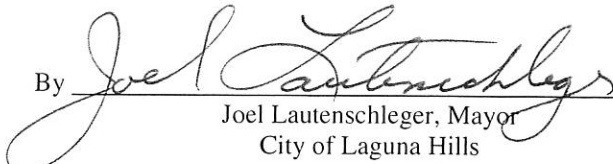
IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

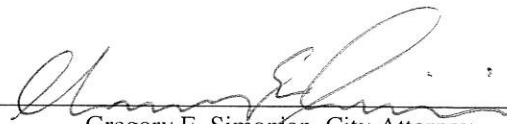
Date 6/5/09

By 
Director, OC Waste & Recycling

Date June 9, 2009

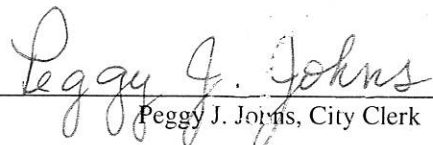
By 
Joel Lautenschleger, Mayor
City of Laguna Hills

Approved as to form:


Gregory E. Simonian, City Attorney

Attest:

Date June 9, 2009

By 
Peggy J. Johns, City Clerk

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By 
Date 06.25.09

APPENDIX 1

ESTIMATED ANNUAL TONNAGE

APPENDIX 1

PERCENTAGE OF COUNTY ACCEPTABLE WASTE ATTRIBUTABLE TO PARTICIPATING CITIES FOR PURPOSE OF SECTION 6.2(b)

Jurisdiction	Percentage of County Acceptable Waste
Anaheim	13.4%
Santa Ana	10.6%
Irvine	7.5%
Huntington Beach	6.0%
Orange	5.8%
Garden Grove	5.1%
Fullerton	4.5%
Unincorporated Orange County ⁽¹⁾	4.3%
Costa Mesa	3.6%
Newport Beach	3.0%
Lake Forest	2.6%
Buena Park	2.5%
Mission Viejo	2.3%
Westminster	2.3%
Yorba Linda	2.3%
Brea	2.1%
Tustin	2.0%
Cypress	1.9%
La Habra	1.8%
San Clemente	1.7%
Fountain Valley	1.6%
Laguna Niguel	1.6%
Placentia	1.6%
San Juan Capistrano	1.6%
Laguna Beach	1.4%
Dana Point	1.2%
Stanton	1.1%
Rancho Santa Margarita	1.0%
Laguna Hills	0.9%
Seal Beach	0.8%
Aliso Viejo	0.7%
Los Alamitos	0.5%
La Palma	0.3%
Laguna Woods	0.2%
Villa Park	0.2%
Total	100%

(1) Unincorporated County is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with Section 6.2(b) of this Agreement.

(2) A Participating City will only be included for purposing of determining the Commencement Date upon (i) execution of a Waste Disposal Agreement by that Participating City and (ii) execution of a Hauler Acknowledgement(s) by the Franchise Hauler(s) operating within such Participating City

APPENDIX 2
CUMULATIVE TONNAGE TARGETS

APPENDIX 2

**Cumulative County Acceptable Waste Tonnage Target to be Used
for Purposes of Section 4.2 (B)**

<i>Fiscal Year</i>	<i>County Acceptable Waste Tonnage</i>	<i>Cumulative County Acceptable Waste Tonnage</i>
FY 2008-09	3,170,387	3,170,387
FY 2009-10	3,092,806	6,263,193
FY 2010-11	3,185,590	9,448,783
FY 2011-12	3,344,870	12,793,653
FY 2012-13	3,445,216	16,238,869
FY 2013-14	3,514,120	19,752,989
FY 2014-15	3,549,262	23,302,251
FY 2015-16	3,565,608	26,867,859
FY 2016-17	3,582,033	30,449,892
FY 2017-18	3,598,535	34,048,427
FY 2018-19	3,615,115	37,663,542
FY 2019-20	3,631,774	41,295,316

APPENDIX 3
CUMULATIVE CAPITAL COSTS
to be Used
for Purposes of Section 4.2(A)vi

Fiscal Year (ending June 30)	Annual Capital Costs	Cumulative Capital Costs
2009	\$37,939,538	\$37,939,538
2010	\$59,343,405	\$97,282,943
2011	\$10,433,978	\$107,716,921
2012	\$13,678,113	\$121,395,034
2013	\$17,525,040	\$138,920,074
2014	\$11,259,518	\$150,179,592
2015	\$37,682,758	\$187,862,350
2016	\$5,068,800	\$192,931,150
2017	\$10,662,265	\$203,593,415
2018	\$29,397,698	\$232,991,113
2019	\$8,263,795	\$241,254,908
2020	\$45,103,805	\$286,358,713

APPENDIX 4
FORM OF HAULER ACKNOWLEDGMENT

Execution Copy

4/28/2015 ITEM NO. 3.10

FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of June 9, 2009 (the "Acknowledgment"), by and between the City of Laguna Hills (the "City") and CR&R Incorporated (the "Franchise Hauler").

WITNESSETH

WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled "Contract for the Collection, Transportation And Disposal of Municipal Solid Waste and For the Collection, and Transportation of Recyclable Materials to Processors for Diversion", dated as of September 28, 2005 (the "Franchise"); and

WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and

WHEREAS, the Franchise Authorization provides for the collection and disposal of municipal solid waste as described therein ("Franchise Waste") generated within the City; and

WHEREAS, Orange County (the "County") owns, manages and operates a sanitary landfill disposal system for municipal solid waste generated within the County; and

WHEREAS, the City and the County have heretofore entered into a Waste Disposal Agreement, dated as of June 9, 2009 (the "Disposal Agreement") determining that the execution of such Disposal Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Orange County Landfill Disposal System (the "Disposal System"); and

WHEREAS, under the Disposal Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Disposal System; and

WHEREAS, the provisions of the Waste Disposal Agreement which guarantee capacity for the long term disposal of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Disposal System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the Waste Disposal Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the Disposal Agreement through the delivery of waste by the Franchise Hauler to the Disposal System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal as provided in the Disposal Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the Disposal Agreement.

2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the Disposal Agreement, (b) the enforceability against the County or the City of the Disposal Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Designated Disposal Facility in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all residue from the processing by any means, wherever conducted, of Controllable Waste), to the Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the Disposal Agreement.

5. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Designated Disposal Facility in compliance with the Waste Disposal Covenant.

6. The Franchise Hauler shall pay the Contract Rate imposed by the County at the Designated Disposal Facility for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Disposal Agreement.

7. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in the Franchise to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

8. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

9. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

10. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the dated hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the term of the Disposal Agreement.

11. The City and Hauler agree that the County shall be an express third party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder.

12. The Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 9th day of June, 2009.

CITY OF LAGUNA HILLS

Signature: _____

Joel Lautenschleger, Mayor

CR&R INCORPORATED

Signature: _____

Dean Ruffridge
Senior Vice President

4. PLANNING AGENCY

Mayor Gilbert recessed the City Council Meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:37 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Gilbert, Vice Chair Kogerman, Agency Member Blount, Agency Member Carruth, and Agency Member Sedgwick.

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR MARCH 24, 2015.

**THE PLANNING AGENCY APPROVED THE MINUTES OF THE MARCH 24, 2015, REGULAR MEETING, BY M/AGENCY MEMBER CARRUTH, S/VICE CHAIR KOGERMAN.
APPROVED BY A VOTE OF 5-0.**

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Gilbert reconvened the City Council Meeting at 7:38 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1 City Clerk

**6.1.1 UNSCHEDULED COMMISSION VACANCY - RICK FRAZIER,
TRAFFIC COMMISSION - LETTER OF RESIGNATION**



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: APRIL 28, 2015

TO: CHAIR AND AGENCY MEMBERS

FROM: DAVID CHANTARANGSU, AICP
DIRECTOR OF COMMUNITY DEVELOPMENT

ISSUE: CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT/ VARIANCE/ MASTER SIGN PROGRAM (CUP/SDPM/VA/MSP) NO. 10-14-3013, A REQUEST BY PM DESIGN GROUP ON BEHALF OF RAISING CANE'S TO REDEVELOP THE PROPERTY AT 23971 EL TORO ROAD IN THE VILLAGE COMMERCIAL ZONE INCLUDING DEMOLITION OF THE EXISTING SHELL STATION AND CONSTRUCTION AND OPERATION OF A NEW DRIVE-THRU RESTAURANT, AND ADOPTION OF A NEGATIVE DECLARATION

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) RESUME THE PUBLIC HEARING FOR CUP/SDPM/VA/MSP NO. 10-14-3013 WHICH WAS CONTINUED AT THE FEBRUARY 10, 2015 PLANNING AGENCY MEETING; (2) ADOPT A RESOLUTION ADOPTING A NEGATIVE DECLARATION FOR CUP/SDPM/VA/MSP NO. 10-14-3013; AND (3) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT/ SITE DEVELOPMENT PERMIT/ VARIANCE/ MASTER SIGN PROGRAM (CUP/SDPM/VA/MSP) NO. 10-14-3013, A REQUEST BY PM DESIGN GROUP ON BEHALF OF RAISING CANE'S TO REDEVELOP THE PROPERTY AT 23971 EL TORO ROAD IN THE VILLAGE COMMERCIAL ZONE INCLUDING DEMOLITION OF THE EXISTING SHELL STATION AND CONSTRUCTION AND OPERATION OF A NEW DRIVE-THRU RESTAURANT."

SUMMARY:

PM Design Group on behalf of Raising Cane's (the "Applicant") has submitted plans to redevelop a 0.94-acre (+/- 41,003) commercial property for the purpose of establishing a fast-food restaurant with a drive-thru. The property is located at the northern corner of El Toro Road and Avenida de la Carlota (Carlota) and is currently developed with a Shell service station. The Applicant is requesting approval of an application that includes a site development permit (SDP), conditional use permit (CUP), master sign program (MSP) and variance (VA) in order to:

- Demolish the existing service station and all related improvements, including approximately 4,550 square feet of existing buildings;
- Construct a new 2,882 square-foot building for a fast-food restaurant (Raising Cane's) with a drive-thru lane and re-design the parking and landscaping for the site;
- Establish a new MSP for the proposed restaurant use, including the approval of an additional +/- 150 square feet of wall sign area (123 square feet permitted/ 272.5 square feet proposed); and
- Obtain a variance to the City parking standard for fast food restaurants to permit a reduction of parking spaces from 54 to 35 plus 9 drive-thru queuing spaces.

At a public hearing for this project on February 10, 2015, staff recommended that the project be denied primarily due to the likelihood that a vehicle conflict area on the site could cause back-up traffic onto El Toro Road, as well as the Applicant's proposal to only meet +/- 75 percent of the parking normally required. The Planning Agency continued the item to allow the Applicant to modify the site plan to address the primary concern of traffic backing onto El Toro. The Planning Agency further allowed more time to permit the completion of technical studies to help determine whether the parking supply would be sufficient to support this business.

To that end, the Applicant has re-designed the site to eliminate the vehicle conflict area near the El Toro driveway and moved the drive-thru entrance away from site driveways to provide more queuing area on-site. The changes have resulted in a site plan that will accommodate the expected 15-vehicle drive-thru line. The site plan includes 35 parking spaces (including one motorcycle space) plus capacity for 9 vehicles in the dedicated drive-thru lane. The code requirement is 54 parking spaces for this type of business. A variance is needed for this reduction in required parking. The provided parking is sufficient according to studies provided by the Applicant. The number of proposed parking spaces also reflects the Planning Agency's willingness to recognize drive-thru vehicle queuing capacity as a factor in determining the number of parking spaces the use should provide. The prior site plan maintained 42 spaces.

Because the Applicant has revised the site plan to address traffic concerns and has provided studies indicating that the number of parking spaces provided are sufficient for the business, given the Planning Agency previously expressed preliminary interest in supporting the proposed parking variance request during the February 10, 2015 public hearing, staff is recommending approval of the application. The project will not be detrimental to public health, safety, or welfare, and has no potential for significant environmental impacts (see "CEQA Findings", page 7).

AUTHORITY:

Pursuant to Section 9-24.010 of the Development Code (Title 9 of the Laguna Hills Municipal Code) and Table 1 of the Land Use Matrix of the Urban Village Specific Plan, drive-thru restaurants are permitted in the Village Commercial (VC) zone with a CUP. Pursuant to Section 9-92.080(G), the site layout and improvements require a SDP. Pursuant to Section 9-42.160(B), the new signs associated with the project require a MSP for the site. Additionally, the project cannot be approved without the grant of a variance to the parking standards of the Development Code. Sections 9-92.080(C), (F), (G), and (H) grant the Planning Agency authority to review and approve CUPs, Variances, SDPs, and MSPs, respectively. The findings required for the aforementioned application types are also found in Section 9-92.080 and are listed and discussed in the attached resolution.

BACKGROUND:

The project site is 0.94 acres located at the northeast corner of El Toro Road and Avenida de la Carlota. The subject site was originally developed as a service station under the jurisdiction of the County of Orange in the 1970s. Over the years, modifications to the original approval have been made, most significantly in 1993 when the car wash was added. The service station currently consists of fueling pumps and canopy, small convenience store, three service bays, and an automated self-car wash. The buildings on the site total approximately 4,550 square feet.

The original underground fuel storage tanks (USTs) on the site leaked contaminating the surrounding soil and groundwater. This is typical of USTs installed in this era. In 1992, the leaking USTs were replaced with an improved UST system and fuel lines, stopping any further leaks of contaminants. Groundwater monitoring has been in place at the site under the regulatory oversight of the State of California Regional Water Quality Control Board, Santa Ana Region (RWQCB-SAR). A prior approved remediation program (opened in 1993 to clean up the contaminants following the removal of the leaking USTs) is drawing to a close after successful remediation of soil and groundwater contamination. Based on the most recent groundwater monitoring report, monitoring of the site should be completed and ceased in the near future.

PROJECT DESCRIPTION AND ANALYSIS:

The proposed project is a redevelopment of the project site from a vehicle service station to a fast-food drive-thru restaurant. The demolition phase would involve demolition of all buildings on the subject site (totaling approximately 4,550 square feet) and complete removal of the four fuel USTs as well as a waste oil storage tank. Staff notes the existing freeway pylon sign will remain.

The proposed site plan includes a 2,882 square-foot single-story drive-thru fast-food restaurant for Raising Cane's. Site improvements would include associated surface

parking (35 spaces), a new and expanded site landscape, and a new MSP for the business.

Use

The property is located within the VC zone, which is regulated by the UVSP as directed by Chapter 9-24 of the Development Code. Pursuant to the Land Use Matrix in the UVSP (Section V, Table 1), drive-thru restaurants may be permitted through the CUP process. Generally, CUPs allow conditions of approval to be placed upon projects that might otherwise have negative impacts on surrounding environs due to their particular characteristics. The conditions are intended to be directly related to the reduction and/or elimination of any negative impacts associated with the use. Staff has included several conditions that are intended to eliminate potential issues associated with the drive-thru use. One such important condition is Condition 16, which is a City-standard condition of approval, which authorizes the Director to require a parking and/or circulation study and requires the Applicant to comply with reasonable mitigation measures indicated by such a study, should parking and/or circulation problems develop in the future.

Parking

Pursuant to Table 9-44(A) of Chapter 9-44 of the Development Code, fast-food restaurants require parking at 1 space per 50 square feet of floor area (not including restrooms). For the proposed business, this equates to 54 parking spaces. The site plan indicates that 35 parking spaces (including one motorcycle space) will be provided. At the February 10, 2015 public hearing, the Planning Agency discussed the possibility of, and expressed interest in, approving a variance for required parking based on hardships related to the site identified by the Applicant provided that technical studies demonstrated sufficient parking for the use. The parking and queuing analysis in conjunction with the summary of findings, both by Kimley Horn (see Attachment 5) show that maximum parking demand at a Raising Cane's restaurant of this size adjacent to roads with this level of traffic should have no fewer than 22 parking stalls. With 34 regulation stalls and one motorcycle stall, the project has about 35% more parking than the minimum suggested by the parking study.

Variance

A variance is a specific type of land use permit addressed in state planning law (*California Government Code sect. 65000, et seq.*) that allows a limited exception to a local agency's standards. Approval of a variance allows the property owner "to use his property in a manner basically consistent with the established regulations with such minor variations as will place him in parity with other property owners in the same zone." (*Longtin's California Land Use*, 2nd edition, sect. 3.70[1], pp. 349-350). The findings established for granting a variance allow a public agency to grant an exception without granting a special privilege or creating a precedent for approval of future variances. The basis of these findings is that there is a special condition on the property (such as size, shape, location, topography, or surroundings) that makes it different from other properties in the same area and zoning classification (in this case the VC zone). Special circumstances refer to the need to grant

a variance due to some unique attribute of/or related to the property, considered on a “case-by-case” basis.

In this case the Applicant cites several circumstances as a basis for making the required variance findings, including:

- Previous development as a service station;
- A constrained lot size due to:
 - A corner lot location on two major thoroughfares;
 - Two driveways into the property that would be difficult to move;
 - A “buffer necessitated by the I-5 Freeway;”
 - Dedications of portions of the property for street widening.
- The fact that the property is not a part of a larger commercial center or otherwise able to share parking with adjacent properties.

Are there special circumstances applicable to the property to warrant a variance?

The property is constrained by special circumstances resulting from the previous development of this corner as a service station, reductions in overall site area due to adjacent roadway widening, limitations that limit moving access to the site. Moreover, the property is unique given that it is largely surrounded by a highway and major thoroughfares (Avenida de la Carlota and El Toro Road) which have the effect of isolating the parcel and precluding City recognition of formal shared parking arrangements with the large parking lots located immediately nearby. Together, these represent special circumstances that do not apply to other properties in the vicinity of the subject property and have the effect of reducing the area available for development of parking. The overall size and shape of the subject property have changed as a result of dedications and the exercise of eminent domain for the construction of roadway improvements. In 1970, 50-feet of the westernmost portion of the subject property was dedicated to the County of Orange for the eventual widening of Avenida de la Carlota.

The subject property currently has two points of ingress/egress. For this project, the access point located at El Toro Road has been designed to be split into separate drives – entrance and exit. The second access point, located along Avenida de la Carlota, and which is located entirely on the subject property, is shared with the neighboring restaurant, Don Jose. Parcel 1 (Don Jose and Carrows) has a non-exclusive appurtenant access easement over a portion of Parcel 2 (proposed location of future Raising Cane’s). The access easement precludes movement or closure of the driveway along Avenida de la Carlota.

The subject property is adjacent to two sit down restaurants, neither of which have drive-thru facilities. The entirety of the sites – Parcels 1 and 2 combined – is an island bounded by El Toro Road, Avenida de la Carlota, Interstate 5, and an on-ramp for Interstate 5. This creates a condition for the subject parcel which is not likewise applicable to similarly situated projects in the Urban Village Specific Plan. A majority of the fast-food restaurants within the Urban Village Specific Plan are located within larger developments that afford opportunities for formal shared parking arrangements (notably, Chick-fil-A), which is not available to the subject parcel. Because the subject parcel is uniquely isolated from these large-scale developments by major roadways, it cannot obtain shared parking approvals.

Special circumstances apply to this specific use that will reduce the need for parking at the site. The drive-thru will facilitate a good portion of the restaurant business. Over 50 percent of sales are attributed to the drive-thru. Moreover, the drive-thru is capable of queuing nine cars, and up to an additional 10 cars on-site, which will alleviate the need for additional parking spaces because customers seeking quick service will utilize the drive-thru rather than parking and entering the restaurant. Additionally, 15 percent of customers are “take-out” sales. These percentages combined, along with the provided Parking-Queuing Studies, illustrate that there are available parking spaces at all times as more than 65 percent of patrons pickup their food for consumption “off-premises.”

Will the grant of a variance constitute the grant of a special privilege?

The subject site is uniquely limited because of its geographic corner setting against a Caltrans ROW, the development of the site as a service station years ago, the inflexibility of the locations of ingress/egress, and the dedication and taking of land for roadway improvements on El Toro Road. These physical constraints represent special and unusual circumstances that do not apply to the other properties in the vicinity of the subject site. The approval of the variance for the subject property, therefore, does not constitute the grant of a special favor or privilege to the Applicant, but rather is a direct result of the unique conditions applicable to the subject site.

Is the variance granted upon hardship and not convenience?

The variance will be granted upon hardship and not convenience because circumstances unique to the subject property, namely the past widening of El Toro Road, the adjacent freeway buffer, and the limited design considerations of the existing driveways, significantly constrain the subject site. These conditions have the effect of reducing the overall size and shape of the site, and limiting the possible modifications to the existing and future site design to accommodate additional parking spaces.

Will the grant of the variance be detrimental to public health and safety?

The granting of the variance relative to parking will not be detrimental to the public health, safety, and welfare of the community, nor be injurious to properties, uses or improvements

in the area because parking studies for drive-thru restaurants similar to the Applicant show that the project will provide ample parking, even with the variance. Further, the project provides an overall improvement to the existing conditions at the site. The use of directional signage and angled parking will guide traffic effectively throughout the site. The redeveloped site will improve aesthetics on a very visible corner while providing adequate, orderly circulation on-site and access to adjoining roadways and the neighboring property.

The project's drive-thru is capable of adequately queuing nine cars. This will alleviate the need for additional parking spaces because customers seeking quick, fast-food service will utilize the drive-thru rather than parking and entering the restaurant. As explained in the included parking and queuing studies, similarly-sized restaurants with drive-thru facilities require less parking than is mandated by the Laguna Hills Municipal Code. Moreover, the study indicates that the circulation and off-street parking proposed by the project is sufficient for operations and will not negatively impact the surrounding area.

Finally, the proposed project represents a substantial improvement to the project site because the existing use, a gas station, no longer fits in with the objectives of the Urban Village Specific Plan. The project will also address on-going issues related to water and soil conditions and will replace service station architecture with a modern, tasteful look.

Site Layout and Development

The Applicant has revised the site plan to address the concerns that staff and the Planning Agency had raised related to traffic backing onto El Toro Road. The site plan has been modified to move the drive-thru entrance away from the El Toro Road driveway. The El Toro Road driveway has also been split to provide exclusive in-and-out access, which will help simplify traffic flow throughout the project site. The project will utilize pavement markings as well as directional signage to ensure that traffic flows correctly throughout the site. The building itself has been sited close to the street frontages at the corner, as specified by the UVSP, and provides easy pedestrian access to the front door area from the sidewalk. Condition 32 has been added to enhance patron access from the parking areas in the north and west parking areas to the building.

The landscape plan represents a significant improvement over the existing site. The development will include landscape that is consistent with LPMC 9-46 (Landscaping Standards and Guidelines) and 9-47 (Landscape Water Efficiency). The plan utilizes drought tolerant landscape with low- to moderate-water use trees, plants, and groundcovers. The plan will incorporate street edge landscaping elements prescribed in the UVSP, including use of theme trees and pilasters placed at regular intervals along the frontage to create a unifying and consistent look throughout the Urban Village. Staff has added a condition that the El Toro Street tree be modified to be the exact tree specified in the UVSP (Condition 19). Staff has also added a condition to require that the ledgerstone used in the project will be the same or equivalent to the ledgerstone chosen by the City for use throughout the Urban Village (Condition 29).

Signs

The proposed MSP (Attachment 7) contains signs that are typical of a drive-thru restaurant, including a monument sign, internally illuminated wall signs, a menu board, and re-facing the existing legal non-conforming freeway pole sign. Additionally, the Applicant is proposing a mural (to be painted on the ledgerstone) and an additional non-traditional wall sign referred to as the "Blue Dog" sign. The Applicant is requesting a deviation from the sign standards prescribed by the Development Code for aggregate wall sign area. Deviations to the standards contained in the sign matrix (Section 9-42.090 of the Development Code) can be granted by the Planning Agency pursuant to Section 9-42.180 through the MSP process based upon design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses. The Applicant had previously requested deviations to allow for a higher monument sign and larger menu board area than permitted by the Development Code. However, the Applicant has since modified their MSP by reducing the monument sign height to 4 feet and by eliminating a "preview" menu board to reduce overall menu board sign area to 32 square feet. The Applicant is also planning an awning over the menu board for the convenience of drive-thru patrons. Due to lack of detail and staff concerns regarding the aesthetic appearance of the awning, which is located near the Avenida de la Carlota street frontage, staff has included Condition 34, requiring that the awning over the menu sign be reviewed with staff for compliance with design guidelines and modified as required, to the satisfaction of the Community Development Director. Signage requested is listed in the following table.

PROPOSED SIGNAGE			
	Number	Aggregate Size	Notes
Wall Signs (see table below for itemized listing)	6	272.5 SF	123 SF permitted. Additional +/- 150 SF deviation from code authorized with MSP.
Monument	1	18 SF, 4ft high	Complies
Menu Board	1	31.25 SF	Complies
Freeway Pole	1	144 SF	Legal non-conforming.
LED roof border	n/a	n/a	Allowed subject to MSP approval.

*SF denotes square feet

Deviations may be granted for maximum wall sign area provided that they meet the criteria for granting deviations in the Development Code (quality design, creativity, and compatibility with the architecture and uses). The wall signs proposed are as follows:

WALL SIGNS PROPOSED			
	Number	Aggregate Size	Notes
Can Signs	3	96 SF	32 SF each
"Chicken fingers" window sign	1	5 SF	Exposed neon, permanent window advertising
Mural	1	139.5 SF	Externally illuminated
"Blue Dog"	1	32 SF	Externally illuminated framed sign

The can signs and small window sign are signs that are typical for drive-thru businesses and are sign types permitted by right in the LHMC. The mural painted on the ledgestone facade, at 139.5 square feet, is very large but is a sign that complements the building architectural finishes and is similar to murals on King's Fish House across the street. It is also consistent with Section 9-42.210 of the Development Code (artistic, creative, or unique signage encouraged), as well as the UVSP sign design guidelines, which also encourages creative sign types and specifically mentions murals. The mural is a standard part of the Raising Cane's brand that also coincides with the special signage standards set forth in the UVSP. The addition of the mural, though it requires extra wall signage to be granted, is consistent with design guidelines in the UVSP and is consistent with the building design as well as surrounding land uses and sign types. For this reason, staff recommends approval of the additional wall sign area needed to accommodate the mural.

The remaining wall sign, the "Blue Dog" sign, is essentially a banner that is proposed to be framed in a permanent display case. According to the Applicant, the imagery is a standard part of the restaurant's sign package. Staff recommends that the sign not be allowed on the exterior of the building for several reasons. First, even though the banner is framed to function as a permanent sign, it is effectively a banner. Second, the business is already being allowed 240.5 square feet of wall signage (double what is permitted by right, and which has been approved for similar businesses in the area) and the site also has a non-conforming 144 square foot freeway pole sign (total excess sign area of +/- 290 square feet). Third, it does not serve to enhance the architecture of the building nor does it meet the other design guidelines for non-standard signs (design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses). This sign could easily be placed inside the establishment and achieve a similar effect for the business (honoring their namesake) without compromising Laguna Hills' sign standards and design guidelines.

Removing the sign from the exterior does not detract from the visibility or business identification, especially given the other considerable business signage and the highly visible nature of the business location. Condition 30 has been added to require removal of this sign from the Master Sign Program.

PUBLIC COMMENT:

A total of 21 public hearing notices were mailed, including all property owners within a 300-foot radius of the subject property, the tenant of the subject property, and other people and entities as required by law. Staff received one comment from a representative of Don Jose, Rick Fraser. He has concerns about granting a parking variance due to the already short supply of parking on the Don Jose and Carrows properties (staff notes Carrows has since closed). He also expressed concerns about circulation and traffic flow on the subject site and in the vicinity due to the drive-thru window. The letter is attached (Attachment 3). This comment was received prior to the site plan revisions made to address traffic back-up concerns. No additional comments have been received since the notice was mailed for the April 28th hearing.

CEQA FINDINGS:

Pursuant to California Code of Regulations, Title 14, Sections 15070(a) of the CEQA Guidelines, set forth in the California Code of Regulations, Title 14, a Negative Declaration has been prepared and is being considered for adoption in conjunction with this project. Environmental impacts have been determined to be less than significant in all categories. Pursuant to CEQA Guidelines Sections 15072(a) and 15072(b), a Notice of Intent to adopt a Negative Declaration was prepared and distributed to the public, and a public review period for the Draft Negative Declaration was held from December 16, 2014 through January 4, 2015. Subsequent to the circulation of the Negative Declaration, the Negative Declaration was revised in response to changes made to the site plan. The modifications affected the discussion in Sections 3.16 (Transportation and Traffic) and 3.18 (Mandatory Findings of Significance). The changes to the document were not substantial and it did not change the Determination in that the impacts of the project are less than significant. The document is attached (Attachment 9) and the modifications made in response to the new site plan are included as redlines.

CONCLUSION:

Staff is recommending approval of this project due to the revisions made by the Applicant to the site plan addressing traffic and circulation issues and the Planning Agency's inclination to support reduced parking on the site. The project is no longer anticipated to cause back-up onto El Toro Road. Further the Applicant has demonstrated through parking studies by Kimley-Horn that the parking demand for this particular business should only be approximately 22 spaces. The revised site plan shows 34 regulation-sized parking spaces, which represents 35% more parking than the parking studies indicated are necessary for this business. Further, the required variance findings can be made. With the approved Variance and the proposed Conditions of Approval, the project meets development standards and meets the goals, policies, and procedures of the General Plan. It represents a significant improvement over the solely auto-oriented nature of the

existing development and will incorporate many of the design guidelines and standards set forth in the UVSP.

ATTACHMENTS:

1. Proposed Resolution of Approval
2. Letter of Justification
3. Public Comments
4. Plans
5. Traffic, Parking & Queuing Studies
6. RK Engineering Memo
7. Master Sign Program
8. Proposed Resolution Adopting a Negative Declaration
9. Negative Declaration

Attachment 1

Resolution

RESOLUTION NO. PA2015-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT/ SITE DEVELOPMENT PERMIT/ VARIANCE/ MASTER SIGN PROGRAM (CUP/SDPM/VA/MSP) NO. 10-14-3013, A REQUEST BY PM DESIGN GROUP ON BEHALF OF RAISING CANE'S TO REDEVELOP THE PROPERTY AT 23971 EL TORO ROAD IN THE VILLAGE COMMERCIAL ZONE INCLUDING DEMOLITION OF THE EXISTING SHELL STATION AND CONSTRUCTION AND OPERATION OF A NEW DRIVE-THRU RESTAURANT

The Planning Agency of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, PM Design Group, on behalf of Raising Cane's ("the Applicant"), has filed an application for Conditional Use Permit/Site Development Permit/Variance/Master Sign Program (CUP/SDPM/VA/MSP) No. 10-14-3013 to redevelop the property at 23971 El Toro Road in the Village Commercial zone including demolition of the existing Shell station and construction and operation of a new drive-thru restaurant; and

WHEREAS, a Negative Declaration has been adopted for CUP/SDPM/VA/MSP No. 10-14-3013 in accordance with the requirements of the California Environmental Quality Act, Public Resources Code Sections 21000 *et seq.*, and its implementing guidelines, California Code of Regulations, Title 15, Sections 15000 *et seq.* (CEQA); and

WHEREAS, a duly noticed public hearing was held on February 10, 2015, where the Planning Agency considered evidence presented by the Community Development Department, the Applicant, and interested members of the public; and

WHEREAS, at the February 10, 2015 public hearing the Planning Agency continued the hearing to allow the Applicant to resolve parking and circulation issues; and

WHEREAS, with project parking and circulation issues being adequately resolved by staff and the Applicant, the revised project and plans were considered by the Planning Agency, along with a Negative Declaration, with evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject application at a duly noticed public hearing held on April 28, 2015.

NOW, THEREFORE, THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. That the required findings by the City for approval of CUP/SDPM/VA/MSP No. 10-14-3013 have been met and made as follows:

Conditional Use Permit

1. The proposed use is consistent with the General Plan.

The General Plan land use designation for the subject property is Village Commercial (VC). This designation provides for the development and operation of medium intensity commercial uses that serve the needs of the motoring public and convenience service needs of the local community and the regional area that take advantage of access and visibility provided by Interstate 5. Fast casual restaurants are considered medium intensity commercial uses and the drive-thru is fitting due to the location of the project site just off the I-5 freeway.

Further the project will satisfy policies of the General Plan related to enhanced landscape and pedestrian amenities. The project, with the approved conditions of approval will incorporate streetscapes that create a cohesive overall look for visitors to the area by utilizing theme street and parking lot trees and incorporating decorative pilasters along the streetscape that will provide a consistent look with other improvements in the Urban Village. The building has been oriented as close to the corner as is feasible with the drive-thru lane, locating the parking toward the rear of the property. This represents a significant improvement in development over what currently exists at the site, which is solely auto-oriented and does not further the goals of the General Plan for the Urban Village.

2. The nature, condition, and development of adjacent uses, buildings, and structures have been considered and the proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

The proposed drive-thru restaurant use is located next to two neighboring restaurants. The drive-thru has been situated along the corner street frontage in conformance with UVSP design guidelines. Additionally, the site plan has been modified to address drive-thru and parking lot queuing issues present in a previous plan. The drive-thru use, as proposed, will not cause circulation issues on the adjacent roadways. Further, the revised parking study provided for this project indicates that even with reduced project parking, about 35% more parking is provided than is expected to be needed by the project. Therefore, the reduced parking associated with the project will not contribute to parking shortage conditions that have been ascribed to neighboring restaurants through public testimony. Conditions of approval also require access to a shared on-site driveway with one of the adjoining restaurants be maintained throughout the project construction period (Condition 33) and that a construction schedule be provided to adjoining uses (Condition 15) so that they can plan for any potential disruption in operations. Adjacent uses and structures have been considered and the proposed project will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

The proposed project maintains adequate on-site vehicle circulation, landscaping, pedestrian walkways, and other required miscellaneous site improvements. Although a variance for required parking has been requested, parking studies provided by the applicant and reviewed by staff and its independent consultants show that the amount of parking proposed for the site is 35% more than what is likely to be needed. No additional entry or exit drives accessing adjacent streets are required. The El Toro driveway will be split into separate entrance and exit driveways in order to facilitate better on-site circulation, which in turn ensures that on-site traffic will not back up onto adjacent roadways. The design of the project site utilizes the quality building materials, architectural features, and massing that are compatible with the existing and planned surrounding land uses. The site is therefore adequate in size and shape to accommodate the proposed project, which can be integrated into the existing and planned uses in the vicinity.

4. All required development standards prescribed by the Laguna Hills Development Code can be achieved.

The new building, parking areas, and landscaping meet all development standards with the exception of parking. The project meets requirements for setbacks, height limits, landscape lot coverage, building orientation, and other development standards. Compliance with parking requirements will be achieved with the approval of the variance for reduction in required parking.

5. The conditions and limitations placed upon the use are necessary to insure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare.

Conditions placed on the project directly relate to the compatibility with adjacent uses and ensuring the safety of those on and around the subject site. Conditions include the authority of the Community Development Director to require a parking and/or circulation study in the event that the Director determines that it is necessary to address parking and/or circulation insufficiencies, issues, complaints, or problems relative to insuring adequate parking and circulation on the subject property (Condition 16). This condition ensures that traffic will not impact adjacent streets, causing safety issues. Other conditions related to light and glare have been placed on the use to ensure that the lighting used on the exterior including lighted signs is not distracting or dangerous to drivers and does not negatively impact adjacent properties. (Conditions 20 & 21) Conditions of approval also require access to a shared on-site driveway with an adjoining property be maintained throughout the project construction period to ensure existing local access conditions are maintained (Condition 33) and that a construction schedule be provided to the adjoining property owner (Condition 15) so that they can plan for any potential temporary disruption in their business operations.

Site Development Permit

1. The site design complies with standards of the Development Code.

The site design complies with the Development Code and the UVSP with regard to setbacks, landscaping, and overall parking lot design. The site design also complies with the UVSP in that the building is situated as close as possible to the streets, and moving the parking to the rear of the project. Parking studies in support of the requested parking variance provided by the applicant and reviewed by staff and its independent consultants show that the amount of parking proposed for the site is 35% more than what is likely to be needed for the project.

2. The site is suitable for the development.

The site is a corner location just off the freeway. The proposed drive-thru quick service restaurant is appropriate for the development in that it provides an additional dining option for businesses and residents in the Urban Village area as well as taking advantage of the high volume roadways and freeway access for vehicles that may utilize the drive-thru. The site plan's internal circulation ensures the project will not cause back-ups onto adjacent roadways and the Applicant has demonstrated through parking studies that the proposed provided parking is sufficient for the project. Conditions of approval also require the Applicant to complete the removal of existing USTs from the current automobile service station use and obtain a closure letter from the applicable regulatory agency (Condition 13). The Applicant is also required to complete a current remediation activity to ensure the site is capable of supporting additional development activity (Condition 14).

3. The project is consistent with the General Plan and applicable design guidelines.

The General Plan land use designation for the subject property is Village Commercial (VC). The land use designation is implemented by the Village Commercial zone whose standards are located within the Urban Village Specific Plan. The VC land use designation provides for the development and operation of medium intensity commercial uses that serve the needs of the motoring public and convenience service needs of the local community and the regional area that take advantage of access and visibility provided by Interstate 5. Fast casual restaurants are considered medium intensity commercial uses and the drive-thru is fitting due to the location of the project site just off the I-5 freeway.

Further, the project will satisfy policies of the General Plan related to enhanced landscape and pedestrian amenities. The project, with the approved conditions of approval will incorporate streetscapes that create a cohesive overall look for visitors to the area by utilizing theme street and parking lot trees and incorporating decorative pilasters along the streetscape that will provide a consistent look with other improvements in the Urban Village. The building has been oriented as close to the corner as is feasible with the drive-thru lane, locating the parking toward the rear

of the property. This represents a significant improvement in development over what currently exists at the site, which is solely auto-oriented and does not further the goals of the General Plan for the Urban Village. The proposed project is consistent with the General Plan and design guidelines for the Urban Village area.

4. The site design and structural components are appropriate for the site and function of the proposed uses.

The site design is appropriate for the site and function of the proposed project in that the site is designed with a drive-thru lane expected to accommodate average use and with good on-site circulation that can accommodate additional peak-time drive-thru use. The site has been designed to accommodate the drive-thru while still meeting the intent of the design guidelines for streetscape improvements and landscaping for the UVSP, including building orientation and landscape buffers along the street edge. The structure is a single-story building with two drive-thru windows (for payment and pick-up) and an interior dining area typical of a quick-service restaurant. The structural components will be reviewed during the building plan check process for compliance with the California Building Code, including the Green Building Code for compliance with energy and water efficiency standards. Compliance with the California Building Code helps to ensure that the structure is built to meet safety and accessibility requirements.

Master Sign Program

1. The design and application of the sign criteria required by the Development Code are satisfied by the proposed sign program.

The proposed MSP is in compliance with the Development Code with regard to sign type, size, and placement with the exception of the aggregate wall sign area proposed. The signs proposed in the MSP include re-facing a legal non-conforming freeway pole sign, a monument sign at the corner, a drive-thru menu board, and wall signs. The wall signs proposed include three internally illuminated can signs, which are typical of this type of business and permitted by right in the LHMC, and two other wall signs – a mural, and a framed banner, both externally illuminated. The mural is quite large causing the aggregate wall sign area to exceed that which would be permitted by right (aggregate wall sign area is nearly double that permitted by right). However, the mural, painted on the ledgerstone façade, is consistent with design guidelines in the UVSP and is consistent with the building design as well as surrounding land uses and sign types. Pursuant to LHMC Section 9-42.180, the Planning Agency is able to grant deviations to aggregate wall sign area based upon design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses. Therefore, with the approved MSP, the proposed signs satisfy the sign criteria of the Development Code as conditioned.

2. The sign program provides a compatible and harmonious design between advertising, landscaping, and building design.

As conditioned, the sign program utilizes a combination of fabricated wall signage and a hand-painted mural to identify the business. The mural adds a unique visual element to the building facade in a manner which satisfies the design quality, creativity and compatibility requirements for MSPs that include more signage than is normally permitted by the City's Sign Code. The mural complements the building architecture and is consistent with the UVSP. The building has a tasteful design and the wall signs fit well on the facades. The monument sign meets the size and height requirements of the code and is placed at the corner within the landscape buffer. The proposed landscape is well designed and complies with the landscaping and streetscape standards for the UVSP. Therefore the sign program provides a compatible and harmonious design between advertising, landscaping, and building design.

Variance

1. The strict application of the Development Code deprives the property owner of privileges enjoyed by other properties in the vicinity and in an identical land use designation because of special circumstances applicable to the subject property or intended use of the property that do not generally apply to other properties in the same zoning district such as size, shape, topography, location, or surroundings.

The property is constrained by special circumstances resulting from the previous development of this corner as a service station, reductions in overall site area due to adjacent roadway widening, limitations that limit moving access to the site. Moreover, the property is unique given that it is largely surrounded by a highway and major thorough-fares (Avenida de la Carlota and El Toro Road) which have the effect of isolating the parcel and precluding City recognition of formal shared parking arrangements with the large parking lots located immediately nearby. Together, these represent special circumstances that do not apply to other properties in the vicinity of the subject property and have the effect of reducing the area available for development of parking. The overall size and shape of subject property have changed as a result of dedications and the exercise of eminent domain for the construction of roadway improvements. In 1970, 50 feet of the westernmost portion of the subject property was dedicated to the County of Orange for the eventual widening of Avenida de la Carlota.

The subject property currently has two points of ingress/egress. For this project, the access point located at El Toro Road has been designed to be split into separate drives – entrance and exit. The second access point, located along Avenida de la Carlota, and which is located entirely on the subject property, is shared with the neighboring restaurant, Don Jose. Parcel 1 (Don Jose and Carrows) has a non-exclusive appurtenant access easement over a portion of Parcel 2 (proposed location of future Raising Cane's). The access easement precludes movement or closure of the driveway along Avenida de la Carlota.

The subject property is adjacent to two sit down restaurants, neither of which have drive-thru facilities. The entirety of the sites – Parcels 1 and 2

combined – is an island bounded by El Toro Road, Avenida de la Carlota, Interstate 5, and an on-ramp for Interstate 5. This creates a condition for the subject parcel which is not likewise applicable to similarly situated projects in the Urban Village Specific Plan. A majority of the fast food restaurants within the Urban Village Specific Plan are located within larger developments that afford opportunities for formal shared parking arrangements (notably, Chick-fil-a), which is not available to the subject parcel. Because the subject parcel is uniquely isolated from these large-scale developments by major roadways, it cannot obtain shared parking approvals. Nevertheless, the project would be consistent with the Urban Village Specific Plan's general goal of increasing pedestrian activity, and thus would benefit from pedestrian parking available nearby. The project site is located across the street from two large shopping facilities, including the Laguna Hills Mall, both of which attract a significant number of patrons and have a large number of employees. As discussed above, the Urban Village Specific Plan promotes pedestrian oriented development that facilitates movement within the specific plan area. Therefore, it is highly likely that employees and patrons of nearby shopping centers will utilize these pedestrian facilities to access Raising Cane's.

Special circumstances apply to this specific use that will reduce the need for parking at the site. The drive-thru will facilitate a good portion of the restaurant business. Over 50 percent of sales are attributed to the drive-thru. Moreover, the drive-thru is capable of queuing nine cars, and up to an additional 10 cars on site, which will alleviate the need for additional parking spaces because customers seeking quick service will utilize the drive-thru rather than parking and entering the restaurant. Additionally, 15 percent of customers are "take-out" sales. These percentages combined, along with the provided Parking-Queuing Studies, illustrate that there are available parking spaces at all times as more than 65 percent of patrons pickup their food for consumption "off premises."

A parking and queuing analysis reviewed the parking and queuing demands at three Raising Cane's in the Dallas metro area: (1) McKinney, (2) Murphy Road, and (3) Greenville. The Dallas locations all have markedly lower parking demand than would be provided at the proposed location, with McKinney, Murphy Road, and Greenville each having a total of 17, 18, and 26 parking spaces, respectively. The study found the maximum parking demand for the three sites averaged 1 space per 124 sq ft, while the average demand was 1 space per 175 sq ft. With 34 parking spaces (plus one space for motorcycles), at a ratio of 1 space per 78 square feet, the proposed project will have significantly more spaces than would be necessary at this location, as evidenced by the maximum and average parking demand at the three Dallas metro locations. The Murphy restaurant in particular is located on a highway and arterials that have comparable traffic volumes as the proposed Laguna Hills location. During maximum demand periods, the parking analysis demonstrates that the Murphy restaurant has a demand of 17 parking spaces, which is a full 17 spaces fewer than provided at the subject site. The maximum parking

demand at any study restaurant was 22 vehicles. Still 12 fewer than will be provided at the subject site.

2. The grant of the variance does not constitute the grant of special privilege not available to other properties under similar circumstance in the same zoning district.

As discussed above, the subject site is uniquely limited because of its geographic corner setting against a Caltrans ROW, the development of the site as a service station years ago, the inflexibility of the locations of ingress/egress, and the dedication and taking of land for roadway improvements on El Toro Road. These physical constraints represent special and unusual circumstances that do not apply to the other properties in the vicinity of the subject site. The approval of the variance for the subject property, therefore, does not constitute the grant of a special favor or privilege to the Applicant, but rather is a direct result of the unique conditions applicable to the subject site.

3. The variance is granted upon hardship and not convenience.

The variance will be granted upon hardship and not convenience because circumstances unique to the subject property, namely the past widening of El Toro Road, the adjacent freeway buffer, and the limited design considerations of the existing driveways, significantly constrain the subject site. These conditions have the effect of reducing the overall size and shape of the site, and limiting the possible modifications to the existing and future site design to accommodate additional parking spaces.

4. The grant of variance will not be detrimental to the public health, safety, and welfare of the community, nor be injurious to properties, uses, or improvements in the vicinity.

The granting of the variance relative to parking will not be detrimental to the public health, safety, and welfare of the community, nor be injurious to properties, uses or improvements in the area because parking studies for drive thru restaurants similar to the Applicant show that the project will provide ample parking, even with the variance. Further, the project provides an overall improvement to the existing conditions at the site. The use of directional signage and angled parking will guide traffic effectively throughout the site. The redeveloped site will improve aesthetics on a very visible corner while providing adequate, orderly circulation on site and access to adjoining roadways and the neighboring property.

Also, the Applicant will voluntarily implement a Transportation Demand Management Program that includes specific measures designed to reduce parking demand and ensure parking is adequate for the proposed project. For instance, the Applicant will (1) designate an on-site rideshare coordinator to administer the TDM Program, (2) provide bicycle parking for customers and employees near the building entrance, (3) encourage employee carpooling by posting a centralized rideshare bulletin board in an easily accessible location that will include the rideshare coordinator's name and contact information and alternate transportation information on

transit routes and schedules, ride matching, carpooling, bicycling and walking to work, (4) provide on-site food service for employees so they do not have to drive offsite, (5) provide a cash subsidy to employees who use public transportation, and (6) maintain sidewalks and convenient walking paths along the project frontage. All of these measures encourage pedestrian-friendly access to the project site. These measures are consistent with a primary goal of the Urban Village Specific Plan, namely to create a pedestrian oriented shopping, dining, and entertainment area, and will encourage alternative means of accessing Raising Cain's that do not require significant parking.

The project's drive-thru is capable of adequately queuing nine cars. This will alleviate the need for additional parking spaces because customers seeking quick service will utilize the drive-thru rather than parking and entering the restaurant. As explained in the included parking and queuing studies, similarly-sized restaurants with drive-thru facilities require less parking than is mandated by the Laguna Hills Municipal Code. Moreover, the study indicates that the circulation and off-street parking proposed by the project is sufficient for operations and will not negatively impact the surrounding area.

Finally, the proposed project represents a substantial improvement to the project site because the existing use, a gas station, no longer fits in with the objectives of the Urban Village Specific Plan. The project will also address ongoing issues related to water and soil conditions and will replace service station architecture with a modern, tasteful look that is sure to catch the attention of many passersby.

5. The variance does not grant a use not permitted by the zoning district.

Drive-thru restaurants are a permitted use in the VC zone with the approval of a Conditional Use Permit.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP/SDPM/VA/MSP No. 10-14-3013 subject to the following conditions:

General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: the project applicant, Raising Cane's, the owner(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall collectively refer to the conditional use permit, site development permit, variance, and master sign program, CUP/SDPM/VA/MSP No. 10-14-3013, approved pursuant to this Resolution.

3. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.
4. This approval constitutes approval of the proposed project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project regarding any other applicable ordinance, regulation, or requirement.
5. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
6. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
7. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the Applicant may protest the fees, dedications, reservation, or exaction imposed on this project through the conditions of approval has begun.
8. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
9. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from April 28, 2015.

10. Within 48 hours from project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Determination.
11. Prior to issuance of any City permits, the Applicant shall pay the Urban Village Specific Plan Public Art In-Lieu Fee. The fee is 0.5% of the total constructions costs for the project.

Planning

12. Details on plan sheet "No. 8" that are not explicitly referenced on the approved site plan are not approved pursuant to this Permit.
13. The underground storage tanks (USTs) on the subject site shall be removed. Prior to removal of the USTs, the Applicant shall apply for UST permanent closure and tank removal with the Orange County Health Care Agency. Further, the Applicant shall comply with all Orange County Health Care Agency regulations regarding the closure and removal of the USTs.
14. Prior to issuance of a demolition permit, the Applicant shall furnish the City with a "letter of completion" for remediation activities from the Santa Ana Regional Water Quality Control Board. If remediation is not completed, the Applicant shall delay the commencement of demolition until a completion letter is obtained.
15. Ten days prior to the issuance of a demolition permit, the Applicant shall notify the business and property owner at 23972 Avenida de la Carlota of the construction schedule and provide the City with a copy of the notice given.
16. If at any time in the future the Community Development Director determines, in his or her sole discretion, that a parking and circulation study is necessary to address parking and/or circulation insufficiencies, issues, complaints, or problems relative to insuring adequate parking and circulation on the subject property in connection with this Permit, the Applicant shall, at its sole cost and expense, be responsible for the cost of a parking and circulation study prepared by a licensed consultant selected by the City. The Applicant shall, at its sole cost and expense, be responsible for implementation of any reasonable mitigation measures deemed appropriate by the Director related to such impacts based on the findings of such study.
17. Deliveries shall be limited to non-operating hours of the store.
18. Prior to the issuance of a building permit, the Applicant shall submit a landscape and irrigation plan to the Community Development Director for review and approval. The plan shall demonstrate compliance with Laguna Hills Municipal Code Chapter 9-46 and 9-47, including installation of "Smart" landscape irrigation controllers, low precipitation-rate sprinkler heads, and water efficient landscaping, as applicable.
19. The trees used on the El Toro street frontage shall be baubinia variegata (Purple Orchid Tree) to be consistent with the Urban Village Specific Plan. The baubinia blakeana (Hong Kong Orchid Tree) shall be removed from the landscape plan and substituted with baubinia variegata.

20. Prior to the issuance of a building permit, the Applicant shall submit a lighting and photometric plan to the Community Development Director for review and approval. The lighting and photometric plans shall be incorporated into the permit plan set. The plan shall include a photometric analysis of proposed lighting and shall comply with lighting requirements of the Laguna Hills Municipal Code, including that light and glare shall not be projected beyond the boundaries of the property. Light fixtures used shall be consistent with the architecture of the building.
21. Lighted signs shall comply with LHMC 9-42.060 (lighting requirements). Lighting for signs shall not create glare, conflict with vehicular traffic, or spill over to adjacent land uses.
22. Prior to the issuance of a building permit, the Applicant shall provide evidence to the satisfaction of the Community Development Director that all equipment, including roof and ground mounted, will be completely screened from view as seen from both the parking lot of the subject property and the centerline of adjacent rights of way contiguous to the site.
23. The use shall comply with LHMC Chapter 5-28 (Smoking and Sale of Tobacco Products). Required signage and notices shall be installed prior to the issuance of a Certificate of Use and Occupancy and commencement of the use.
24. The Applicant shall obtain approvals from the El Toro Water District and shall submit proof of such approvals to the City prior to issuance of any permits.
25. The Applicant shall submit the grading plan to the Planning Division for review and approval prior to issuance of a grading permit. The grading plan shall match the approved architectural site plan.
26. No "preview" or "pre-order" board is approved with this permit. References to such shall be removed from all plan sheets prior to building permit issuance, including but not limited to the site plan, landscape plan, and all detail sheets.
27. The drive-thru lane shall be paved with enhanced pavement (i.e. pavers, stamped and stained concrete, or similar) to the satisfaction of the Community Development Director. The Applicant shall submit colors and materials for review and approval prior to the issuance of building permits.
28. Ledgestone pilasters, consistent with UVSP streetscape requirements, shall be installed on both the El Toro and Carlota street frontages, as noted on the landscape plan. Construction plans for the pilasters shall be submitted to the Community Development Department for review and approval prior to the issuance of a building permit. The improvements shall be installed prior to the issuance of a Certificate of Use and Occupancy and prior to the commencement of the use.
29. Ledgestone used for the project shall be Sepulveda Bear Canyon ledgestone, or equivalent. Ledgestone shall be installed in a dry-stack application (no visible mortar joints). Construction plans shall denote the approved material prior to the issuance of a building permit.

30. Prior to issuance of any City permits, the Applicant shall submit an updated Master Sign Program removing the “blue dog” sign (including the sign cabinet) from the Master Sign Program.
31. Prior to issuance of any City Permits, the Applicant shall submit an updated Master Sign Program noting the illumination type for all signs for which it is not currently specified.
32. Prior to issuance of building permits, the Applicant shall update the site plan to provide enhanced pedestrian walkway improvements from the north and east parking lot areas to the main building entrance to the satisfaction of the Community Development Director. Improvements shall include adequate signage, striping, ramps, curbs, and hardscaping (such as decorative pavers) to direct patrons to and from the proposed building to vehicle parking areas and adjoining rights-of-way. Specific improvements shall include the following:
 - a. Replacement of paver stones in the northerly planter island (adjacent to the drive-thru entrance) with a full width paver walkway.
 - b. The use of striping and signage to provide pedestrian pathway access across the drive-thru entrance.
 - c. Modification of landscape improvements that facilitate pedestrians entering/exiting the building from the building entrance to the easterly parking area.
 - d. Redesign of the 8-space parking island located in the center of the site to replace the paver stones indicated with a full width paver walkway that facilitates pedestrians entering/exiting the building from the building entrance to the easterly parking area across the full width of the parking island (with accommodation for landscaping at both ends of the parking island).

Site landscaping and other relevant site improvement plans shall also be updated to reflect the changes.
33. Prior to the issuance of a demolition permit, the Applicant shall submit a temporary access plan to the Community Development Department and Public Services Department for review and approval, depicting access between the project site and the Don Jose’s parking area, during demolition and construction phases. Access to and from the Don Jose’s parking area shall be provided at all times to the extent practicable.
34. Prior to the issuance of building permits, the Applicant shall submit a redesigned awning over the drive-thru menu board to the Community Development Director for review and approval. The redesigned structure shall reflect a trellis-like design, or other compatible design feature incorporating decorative columns and small roof structure similar in area and dimension to the awning indicated on the project plans. The Applicant shall submit details, including material and color details to the Planning department, demonstrating that the proposed awning is consistent with the building

architecture. The structure shall include the use of the exterior stone finishes included in the main building.

Building

35. The Applicant shall be responsible for ensuring all applicable building permits are obtained, as required by section 103 of the 2013 CA Building Code prior to commencement of any work for which a permit is required.
36. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, as required by section 107 of the 2013 CA Building Code.
37. Applicant shall submit approvals from the applicable water district prior to building permit issuance.
38. Prior to building permit issuance, the Applicant shall submit to the Building Department all required approvals from the Orange County Health Department.
39. Prior to issuance of building permits Applicant shall submit approvals from the Orange County Fire Authority or provide verification of plan submittal.
40. Prior to issuance of building permits Applicant shall submit approvals from AQMD or provide verification of plan submittal.
41. At time of permit issuance the Applicant shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by City Ordinance No. 2003-9 and to comply with mandates of the California Integrated Waste Management Board (CIWMB).
42. Applicant shall comply with all construction water quality regulations, as required by City Ordinance No. 2003-12.
43. Applicant shall comply with California Disabled Accessibility requirements, as required by Chapter 11 of the California Building Code at the time of document submittal for the purpose of permit issuance. Additionally, existing site conditions shall comply or be made to comply with applicable requirements.
44. The Applicant shall demonstrate project compliance with all requirements of the California Energy Commission at the time of permit issuance.
45. All construction shall comply with the 2013 CA Building, Plumbing, Mechanical, Electrical, and Green Building Codes with regard to A2 occupancies.

Orange County Fire Authority

46. Prior to building permit issuance, the Applicant shall submit to OCFA for review and approval an Architectural Plan (PR 200).

- 47.A deferred submittal to OCFA is required for the cooking hood fire extinguishing system.

Public Services

48. The Applicant shall submit a final grading plan and erosion control plan on 24"x 36" sheets to the City Engineer. All plans shall be prepared by a registered Civil Engineer. The grading plan shall show street, sewer, water, storm drain facility, and all proposed grading. The plans shall show the extent of topography of the grading plan and shall be sufficient to determine drainage impacts to the surrounding area. All grading shall be designed and constructed in accordance with the City's Grading and Excavation Code. The final grading plan shall be approved by the City Engineer prior to the issuance of a building permit. No concentrated drainage shall be allowed onto driveways or sidewalks and shall be conveyed to a water quality device or the street via a storm drain pipeline or culvert, as applicable.
49. Prior to issuance of any grading or building permits, the Applicant shall submit for approval by the Community Development Department and Public Services Department a water quality management plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on-site to control predictable pollutant run-off. This WQMP shall identify Low Impact Development (LID) BMPs, hydromodification, and routine structural and non-structural measures specified in the current Orange County Drainage Area Management Plan (DAMP) and the San Diego Regional Water Quality Control Board requirements. This WQMP must also:
- a. Address site design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas, conserving natural areas, preserve trees, and retaining existing site hydrology to the maximum extent practicable;
 - b. Include a design goal to maintain or replicate the pre-development hydrologic functions through site preservation, infiltration, retention, detention, evapotranspiration, and filtration treatment systems.
 - c. Incorporate applicable routine source control BMPs as defined in the DAMP and provide a detailed description of their implementation;
 - d. Incorporate applicable treatment control BMPs as defined in the DAMP to the approval of the City Engineer;
 - e. Implement Low Impact Development (LID) BMPs to reduce runoff to the maximum extent practicable.
 - f. Include an Operation and Maintenance (O&M) plan that identifies the mechanism(s) by which long-term O&M of all post construction BMPs will be provided and funded.

50. If the construction area is 1 acre or more, prior to issuance of grading permits, the Applicant shall submit a copy of the Notice of Intent (NOI) indicating that coverage has been obtained under the National Pollutant Discharge

Elimination System (NPDES) State General Permit for Storm Water Discharges Associated with Construction Activity from the State Water Resources Control Board. Evidence that the NOI has been obtained shall be submitted to the Public Services Department. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for City review on request. In addition, the applicant shall include notes on the grading plans indicating that the project will be implemented in compliance with the Statewide Permit for General Construction Activities.

51. The Applicant shall comply with hydromodification criteria and provide calculations in the Grading Plan, in accordance with Section F.1.h(5) of Order No. R9-2009-0002 NPDES Permit.
52. Prior to the grading permit close out or the issuance of a certificate of use and occupancy, the Applicant shall demonstrate compliance with the WQMP in a manner meeting the satisfaction of the City Engineer, including:
 - a. Demonstrates that all structural BMPs described in the Project WQMP have been implemented, constructed, and installed in conformance with approved plans and specifications;
 - b. Demonstrates that the applicant has complied with and/or is prepared to implement all non-structural BMPs described in the Project WQMP;
 - c. Demonstrates that an adequate number of copies of the project's approved Project WQMP are available for the future occupants;
 - d. Demonstrates that the applicant has agreed to and recorded CC&R's, an agreement, or another legal instrument approved by the City Attorney that shall require the property owner, successors, tenants (if applicable), and assigns to operate and maintain in perpetuity the post-construction BMPs described in the Project WQMP.
 - e. The Community Development Department and Public Services Department shall determine whether any proposed change in use requires an amendment to an approved Project WQMP and/or recorded document or agreement.
53. Trash/recycling enclosures shall be constructed per the City of Laguna Hills standards including a solid roof and sewer drain connection.
54. The Applicant shall submit a geotechnical report prepared by a registered engineering geologist for approval by the City Engineer. The report shall include evaluation of onsite soils and provide recommendations on pavement sections, building foundations, and a discussion of the functionality of the water quality features.
55. No work shall be performed within the public right-of-way, by the Applicant or its agents until a public property encroachment permit is issued by the City Engineer and applicable fees have been paid. The driveway modifications,

ramps, and sidewalks on the approved plans shall be constructed to the satisfaction of the City Engineer.

56. Construction traffic shall not access or depart the site during morning or evening peak periods, which are 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., Monday through Friday. The Applicant shall provide a construction vehicle routing plan for approval by the City Engineer prior to any demolition or construction work.
57. It shall be the Applicant's responsibility to protect-in-place existing public improvements. Public improvements that are damaged as a result of the proposed construction shall be the responsibility of the Applicant and/or contractor of record to repair or replace to the satisfaction of the City Engineer.
58. All on site Asphalt Concrete pavements shall be constructed with a minimum structural section of 3" Asphalt Concrete over 4" Class II Aggregate Base compacted to 95% relative compaction or greater, as recommended by the soils engineer.
59. The shared driveway on Avenida de la Carlota shall be reconstructed to be ADA accessible as shown on the approved plans and shall include any necessary modifications to the existing asphalt concrete parking lot of the project site and the Don Jose Restaurant adjacent site to create a smooth join condition.

PASSED, APPROVED, AND ADOPTED this 28th day of April, 2015.

DORE J. GILBERT, M.D., CHAIR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2015- adopted by the Planning Agency of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 28th day of April, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

Attachment 2

Letter of Justification

April 14, 2015

Katie Crockett
Assistant Planner
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Proposed Raising Cane's Restaurant
23971 El Toro Road
Laguna Hills, CA 92653

**Re: Letter of Justification with Findings for a Conditional Use Permit,
Site Development Permit, Variance and Master Sign Plan**

Dear Ms. Crockett:

Subsequent to the "Continuance" granted at the Planning Agency Hearing last February 10, 2015, and per the City of Laguna Hills Planning Application Filing Instructions, please accept this Amended Letter of Justification, which outlines the required Findings for each of the Entitlements requested by Raising Cane's including a Conditional Use Permit, Site Development Permit, Variance and the Master Sign Plan. This letter incorporates the allowances for queuing cars, granted by City Council (Planning Agency) towards parking and includes modifications to the site layout and signage package as per the guidance and feedback received from city staff.

The redevelopment of the Shell Service Station and Carwash makes a positive improvement on a noticeable corner in the city of Laguna Hills. The addition of Raising Cane's, a vibrant, community-minded tenant, will re-energize an under-utilized property at a prominent point of entry into the city's downtown area. The proposed use will join two other existing restaurant users on the same side of Avenida de la Carlota and will offer the local community as well as travelers, a new, authentic food that is praised for its freshness. As I had mentioned in my meeting with you and David, Cane's uses no microwaves and no heat lamps. Deliveries are made three times a week to ensure a fresh menu at all times. Cole slaw and lemonade are made fresh daily.

The development of one of the first Raising Cane's restaurants in California will encourage further investment in the redevelopment of properties in the immediate area.

Through continued dialogue with Planning and Engineering, we have developed a plan that captures the goals of all parties involved including the City Planning Agency, the Planning Department and the Engineering Department. We have separated the entrance and exit areas of the drive-thru, we have moved the entrance of the drive-thru farther away from the driveway on El Toro Road to avoid car stacking into the street right-of-way, and we have redesigned the El Toro Road driveway to be two

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separate driveways including one for entering traffic and one for exiting vehicles. The entrance to the drive-thru has been moved closer to the opposite side of the site, the side closer to Don Jose, which enables vehicles entering from Avenida de la Carlota to enter the queue on that side of the site. Although the project complies with most City Code standards, one component of the project's site design does not meet the intent of the Code. The parking requirement of one space per every 50 square feet equates to a need for 54 spaces based on a building footprint measuring 2,657 sqft (gross floor area). With direction provided by the Planning Agency, including the inclusion of queued automobiles towards the required parking count for this location, 35 parking spaces, including one space dedicated to motorcycle parking are provided plus another nine (9) queuing vehicles for a total of 44 parks. Stacking for vehicles waiting to enter the drive-thru remain on site without impacting any traffic on either frontage street. Additionally, bicycle parking is provided near the building entrance to Raising Cane's.

The Urban Village Specific Plan requires placement of structures adjacent to the street right-of-way to encourage pedestrian traffic, therefore, the structure's proposed location has been located in close proximity to the adjacent streets to contribute to the unified street frontage that does facilitate pedestrian access. The redeveloped site offers a pedestrian connection to the public sidewalk via an opening in the El Toro Road perimeter planter with a pathway leading to the Cane's entry. The proposed restaurant with a drive-thru is designed to capitalize on local pass-by traffic and local residents who drive to the downtown center from residential areas situated in other parts of the community to do shopping and to dine at local restaurants. The new pedestrian connection facilitates easy access for those parked offsite at local office buildings or the nearby shopping center or for those using the El Toro bus route with nearby bus stops along both frontage streets.

This Raising Cane's project delivers multiple positive attributes to the city and community including a revitalized site that will be cleaned up after more than 35 years of service station operation (removal of gas station/carwash including leaky underground storage tanks, piping, waste oil tanks and hydraulic vaults), additional jobs to the community estimated to be around 55 full and part time positions (currently an estimated seven people are employed by the service station), and less hours of operation including Monday through Thursday, 10am to 12am and Friday through Sunday, 10am to 2am. Currently the station convenience store operates 24-hours each day according to the owner. Additional positive site attributes include a noticeable increase in landscaped area that promotes a larger street front presence with more trees and ground cover, and a building designed per California's new green code.

The findings for approving the requested entitlements are divided into their respective categories as follows:

Conditional Use Permit

1. The proposed use is consistent with the General Plan in that:

The General Plan land use designation for the subject property is Village Commercial (VC). The General Plan designation provides for the development and operation of medium intensity commercial uses that serve the needs of the motoring public and convenience service needs of the local community and the regional area that take advantage of access and visibility provided by Interstate 5. Fast Casual

restaurants are considered medium intensity commercial uses and are therefore consistent with the Village Commercial designation. The proposed restaurant structure is architecturally consistent with existing developments in the area including Chic-fil-A. The project also meets other General Plan goals and policies, expanding the variety of services in the community.

2. The nature, condition and development of adjacent uses, buildings, and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures in that:

The proposed drive-thru restaurant is located in an area with two neighboring sit down restaurants. The drive-thru restaurant is located adjacent to the frontages of two streets on this corner lot in conformance with Urban Village design guidelines. There are no residential uses adjoining the subject property which sits adjacent to Interstate 5. The site has been occupied by a service station since its original development over 35 years ago. The Conditional Use Permit authorizes the replacement of the existing gas station with a new, more appropriate use, compatible with the two adjoining restaurant neighbors. Gas will continue to be available at the Chevron station across the street. The proposed Conditional Use, will not adversely affect or be materially detrimental to adjacent uses, buildings, or structures.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the he existing and planned uses in the vicinity in that:

The proposed project proposes an efficient property layout on the constrained site maintaining on-site circulation. No additional entry or exit drives accessing adjacent streets are required with the exception of splitting the existing El Toro Road driveway into separate entrance and exit driveways in order to facilitate onsite vehicle circulation. The design of the project site utilizes quality building materials, architectural features and massing that are compatible with the existing and planned surrounding land uses. The site is therefore adequate in size and shape to accommodate the proposed project, which can be integrated into the existing and planned uses in the vicinity.

4. All required development standards prescribed by the Laguna Hills Development Code can be achieved in that:

The new building, parking areas and landscaping meet all development standards including setbacks and height requirements. With the addition of the building, the site continues to meet the lot coverage requirements. Parking requirements will be satisfied with the approval of the subject Variance.

5. The conditions and limitation placed upon the site are necessary to insure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare in that:

The conditions of approval for this project, including requirements to minimize noise, traffic, light, aesthetics and water quality impacts of the project, help to ensure compatibility with surrounding uses and protect the public peace, safety and welfare. Additionally, the development of this project will ensure that attention and action are given to the issue of soil and water conditions related to past unauthorized fuel releases from this and neighboring properties.

Site Development Permit

1. The site design complies with standards of the development code in that:

With the Conditions of Approval, the project meets and/or exceeds the Development Code standards relative to height and building setbacks. However, given preexisting conditions to the subject site, including driveway locations, one of which is a shared access with a neighboring restaurant, a Variance to the city's Development Standards is necessary. The unique corner location abutting Caltrans' right-of-way represents a special and unusual circumstance which qualifies the project for the subject variance.

2. The site is suitable for the proposed development in that:

The site is an existing commercial location and the proposed development includes the redevelopment of the existing gas station with a restaurant offering drive-thru service. Restaurants with drive-thru service are permitted uses in the Village Commercial (VC) Zone subject to a Conditional Use Permit. The building is connected to both street frontages of the corner lot, utilizing the locations of one existing driveway on Avenida de la Carlota and the redesigned driveway on El Toro Road. The site is designed to facilitate traffic patterns onsite through a combination of site design, including landscaped planters, angled parking spaces and directional signage.

3. The project is consistent with the general plan and applicable design guidelines in that:

The General Plan encourages development of a community core with a wide variety of uses with a goal of ensuring development is compatible with neighboring uses, all of which benefit from the close proximity to the freeway. Since neighboring development consists of a wide variety of building styles and the Urban Village Specific Plan specifically encourages diversity in its design guidelines, the design proposed by Cane's will be compatible with surrounding development. The building architecture is designed to blend with surrounding architecture in both colors and materials, while retaining some elements necessary for Cane's unique identity. Additionally, the proposed landscaping for this location will provide a plant palette that matches the requirements of the UVSP.

4. The site design and structural components are appropriate for the site and function of the proposed uses in that:

The new building and drive-thru are designed to impact the site circulation as little as possible. Site entry and exiting are appropriate as designed due to proximity to neighbors, Caltrans ROW or the intersection. The drive-thru lane is designed for sufficient vehicle stacking including a total queue of 9 autos with 3 autos placed between the menu board and the pickup window. The design of the project utilizes building materials, architectural features, building placement and massing that are compatible with surrounding land uses.

Master Sign Program (Please refer to the separate Master Sign Program submittal package for additional information regarding the following specific requests for signs.)

1. The design and application of the sign criteria required by the Laguna Hills Development Code a

re satisfied by the proposed sign program in that:

Per the Municipal Code, Section 9-42.180 Sign Standards Matrix and through the provisions of the Master Sign Program, Raising Cane's requests the Planning Agency's approval for deviations from the standards matrix in order for this project location, set on a corner lot, to incorporate a sign program that utilizes a tasteful design and creativity that is compatible with not only this location's building architecture, but with surrounding architecture and land uses. The proposed signs are designed and located to properly identify the Raising Cane's restaurant and include an internally illuminated, double-faced monument sign, internally-illuminated wall signs, externally illuminated wall mural and "Blue Dog" wall sign. The existing highway sign will be refaced. The use of site directional signs are located as to facilitate site automobile circulation in a manner that is safe to both pedestrians and drivers. Additionally, Raising Cane's has removed a pre-order menu board, due to the sign code's restriction on total area allowed for such menu boards, and will dedicate the allowed 32 square feet towards the one menu board.

Through the Master Sign Program, Raising Cane's requests consideration and approval in two categories for sign area including the monument sign and total wall signs. Considering the monument sign, Raising Cane's proposes to locate a monument sign on the corner of the property, placed in a landscaped area and set back five feet from the right-of-way. The overall height of the sign will meet the city's sign ordinance for maximum height and will be four-feet, including the base with a total sign area of 18 sqft excluding the base. The actual illuminated 3' tall x 6' wide (18 sf) Raising Cane's sign is bordered on either side by black, steel posts and set upon a base that measures 9'-3" wide. The monument sign's base is attractively styled to complement the Raising Cane's building. The overall dimensions of the monument sign, incorporating the width of the base give the corner sign an attractive look that is balanced and tied to the building's design and the theme present throughout the surrounding area. Additionally, new, enhanced landscaping treatment around the two street frontages will complement the monument sign.

Considering Wall Signage, Raising Cane's, is allowed by the Sign Standards Matrix a total of 123 sqft based on the total of 123 lineal feet for the two elevations facing street frontages. Raising Cane's proposes six (6) wall signs including three (3) internally illuminated signs, each measuring 32sf and located on two elevations facing either street and an elevation facing the parking area, an externally illuminated Wall Mural, which measures 9' high by 15'-6" wide, an externally illuminated "Blue Dog" wall sign and a 4'-6" x 1' x 2" window sign advertising "chicken fingers." The Wall Mural, facing the intersection, is painted onto a stone finish, very similar to the mural signs utilized by Kings Fish House across the street. The Wall Mural is styled as an architectural enhancement that ties the restaurant to the community with the wording "Laguna Hills." The Cane's building mural is a company theme that is painted onto the stone finish with high quality paint, and with the use of wall mounted lighting, lends the architecture, a company-identity that is tasteful, inviting and recognizable to Cane's fans. The "Blue Dog" wall sign is externally illuminated, measuring 32 sqft and is located on the elevation facing the parking lot. The "blue dog" sign is permanent framed in stainless steel and has a unique history that has become a regular theme with all Raising Cane's restaurants.

A Blue Dog graphic was created years ago by an artist for two exhibits in Louisiana for a local fundraiser benefiting the Foundation of the Arts. Raising Cane's promoted the exhibits that raised money for the non-profit organization and soon afterwards Raising Cane's adopted the "Blue Dog" banner by placing Cane, their namesake, on a banner with a blue background. With the recent passing

of the artist, George Rodrique, Raising Cane's tradition of honoring the relationship of the artist, and his works, will live on with the tradition of the Blue Dog banner hanging on the exterior of Cane's restaurants around the world.

Cane's architecture is further enhanced through the use of a white neon band near the parapet ledge of the building.

2. The sign program provides a compatible and harmonious design between advertising, landscaping, and building design in that:

The proposed signage features basic colors with a corporate theme, a simple scripted letter style and clean, quality materials. The internally illuminated wall-mounted signs and externally illuminated wall mural on stone veneer and "Blue Dog" sign will enhance the visibility of the business in a clean, organized, fun-orientated fashion. With the implementation of conditions of approval, the Sign Program provides a compatible and harmonious design between sign advertising, landscaping, and Cane's building design and also emulates the unique look of the Urban Village Community.

Variance

The General Plan land use designation for the subject property is Village Commercial (VC). The General Plan designation provides for the development and operation of medium intensity commercial uses that serve the needs of the motoring public and convenience service needs of the local community and the regional area that take advantage of access and visibility provided by Interstate 5. Fast Casual restaurants are considered medium intensity commercial uses and are therefore consistent with the Village Commercial designation. The proposed restaurant structure is architecturally consistent with existing developments in the area including Chic-fil-A. The project also meets other General Plan goals and policies, expanding the variety of services in the community.

1. The strict application of the Development Code deprives the property owner of privileges enjoyed by other properties in the vicinity and in an identical land use designation because of special circumstances applicable to the subject property or intended use of the property that do not generally apply to other properties in the same zoning district such as size, shape, topography, location, or surroundings in that:

The property is constrained by special circumstances resulting from the previous development of this corner as a service station, reductions in overall site area due to adjacent roadway widening, limitations that limit moving access to the site, and the significant buffer necessitated by the adjacent freeway, Interstate 5. Moreover, the property is unique given that it is largely surrounded by a highway and major thorough-fares (Avenida de la Carlota and El Toro Road) which have the effect of isolating the parcel and precluding City recognition of formal shared parking arrangements with the large parking lots located immediately nearby. Together, these represent special circumstances that do not apply to

other properties in the vicinity of the subject property and have the effect of reducing the area available for development of parking.

The overall size and shape of subject property have changed as a result of dedications and the exercise of eminent domain for the construction of roadway improvements. In 1970, 50 feet of the westernmost portion of the subject property was dedicated to the County of Orange for the eventual widening of Avenida de la Carlota. The City has previously determined that a reduction in size of a parcel as a result of adjacent roadway widening is a special and unusual circumstance that warrants granting of a variance (see Resolution No. PA2011-05-10-1 [variance for construction of a Chevron Service Station-Convenience Store]).

The subject property currently has two points of ingress/egress. For this project, the access point located at El Toro Road has been designed to be split into separate drives – entrance and exit. The second access point, located along Avenida de la Carlota, and which is located entirely on the subject property, is shared with the neighboring restaurant, Don Jose. Pursuant to a grant deed previously executed between Shopping Center Associates and Shell Oil (Raising Cain's predecessor in interest), Parcel 1 (Don Jose and Carrows) has a non-exclusive appurtenant access easement over a portion of Parcel 2 (proposed location of future Raising Cain's). The access easement precludes movement or closure of the driveway along Avenida de la Carlota.

The subject property is bounded on the northeast by Interstate 5, which has a significant landscaped buffer because of the overpass at El Toro Road. The landscaped buffer, which, due to its triangular shape impacts the subject property substantially more than other properties to which it is also adjacent, is unique to the subject property and greatly changed the shape and orientation of the property. The buffer distinctively impacts the subject property to a greater extent than it does other nearby properties located along Interstate 5.

The subject property is adjacent to two sit down restaurants, neither of which have drive-thru facilities. The entirety of the sites – Parcels 1 and 2 combined – is an island bounded by El Toro Road, Avenida de la Carlota, Interstate 5, and an on-ramp for Interstate 5. This creates a condition for the subject parcel which is not likewise applicable to similarly situated projects in the Urban Village Specific Plan. A majority of the fast food restaurants within the Urban Village Specific Plan are located within larger developments that afford opportunities for formal shared parking arrangements (notably, Chick-fil-a and Dunkin Doughnuts), a luxury that is not available to the subject parcel. Because the subject parcel is uniquely isolated from these large-scale developments by major roadways, it cannot obtain shared parking approvals. Nevertheless, the project would be consistent with the Urban Village Specific Plan's general goal of increasing pedestrian activity, and thus would benefit from pedestrian parking available nearby. The project site is located across the street from two large shopping facilities, including the Laguna Hills Mall, both of which attract a significant number of patrons and have a large number of employees. As discussed above, the Urban Village Specific Plan promotes pedestrian oriented development that facilitates movement within the specific plan area. Therefore, it is highly likely that employees and patrons of nearby shopping centers will utilize these pedestrian facilities to access Raising Cane's.

The unique property layout, again developed many years ago as a gas station, precludes its ability to comply with the City's parking requirements for restaurants with drive-thru's. Raising Cane's, as it is designed, provides 35 (including one dedicated motorcycle parking space) parking spaces, which

equates to a ratio of one space per 75.91 sq ft, exceeding the standard requirement of one space per every 100 sqft for sit down restaurants in Laguna Hills or the parking standards for drive-thru restaurants in many surrounding cities. Additionally, the drive-thru will facilitate a good portion of the restaurant business. Over 50 percent of sales are attributed to the drive-thru. Moreover, the drive-thru is capable of queuing nine cars, and up to an additional 10-12 cars on site, which will alleviate the need for additional parking spaces because customers seeking quick service will utilize the drive-thru rather than parking and entering the restaurant. Additionally, 15 percent of customers are “take-out” sales. These percentages combined, along with the provided Parking-Queuing Studies, illustrate that there are available parking spaces at all times as more than 65 percent of patrons pickup their food for consumption “off premises.”

A parking and queuing analysis prepared by Kimley Horn, a traffic engineering firm, reviewed the parking and queuing demands at three Raising Cane’s in the Dallas metro area: (1) McKinney, (2) Murphy Road, and (3) Greenville. The Dallas locations all have markedly lower parking demand than would be provided at the proposed location, with McKinney, Murphy Road, and Greenville each having a total of 17, 18, and 26 parking spaces, respectively. The study found the maximum parking demand for the three sites averaged 1 space per 124 sq ft, while the average demand was 1 space per 175 sq ft. With 35 parking spaces (including one space for motorcycles), at a ratio of 1 space per 75.91sf, the proposed project will have significantly more spaces than will be required at this location, as evidenced by the maximum and average parking demand at the three Dallas metro locations. The Murphy restaurant in particular is located on a roadways with direct access to the restaurant that have equivalent traffic volumes as the proposed Laguna Hills location. During maximum demand periods, the parking analysis demonstrates that the Murphy restaurant has a demand of 14 parking spaces, which is a full 19 spaces fewer than provided at the Laguna Hills’ subject site.

This non-conforming parking shortage will not adversely impact surrounding commercial properties, as described more particularly below.

2. The grant of the variance does not constitute the grant of special privilege not available to other properties under similar circumstance in the same zoning district in that:

As discussed above, the subject site is uniquely limited because of its geographic corner setting against a Caltrans ROW (Interstate 5 buffer), the development of the site as a service station years ago, the inflexibility of the locations of ingress/egress, and the dedication and taking of land for roadway improvements on El Toro Road and Avenida de la Carlota. These physical constraints represent special and unusual circumstances that do not apply to the other properties in the vicinity of the subject site. The approval of the variance for the subject property, therefore, does not constitute the grant of a special favor or privilege to Raising Cane’s, but rather is a direct result of the unique conditions applicable to the subject site. Raising Cane’s has worked diligently with city staff to come up with a site layout that accomplishes the goals of the Specific Plan and incorporates the direction given by staff and by the Planning Agency.

3. The variance is granted upon hardship and not convenience in that:

The variance will be granted upon hardship and not convenience because circumstances unique to the subject property, namely the past widening of El Toro Road and Avenida de la Carlota, the adjacent freeway buffer, and the limited design considerations of the existing driveways, significantly constrain

the subject site. These conditions have the effect of reducing the overall size and shape of the site, and limiting the possible modifications to the existing and future site design to accommodate additional parking spaces.

4. The grant of variance is not detrimental to the public health, safety, and welfare of the community, nor be injurious to properties, uses, or improvements in the vicinity in that:

The granting of the variance relative to parking will not be detrimental to the public health, safety, and welfare of the community, nor be injurious to properties, uses or improvements in the area because it will represent an overall improvement to the existing non-vibrant conditions at the site. The use of directional signage and angled parking will guide traffic effectively throughout the site. The redeveloped site will improve aesthetics on a very visible corner while providing adequate, orderly circulation on site and access to adjoining roadways and the neighboring property.

Also, Raising Cane's will voluntarily implement a Transportation Demand Management Program that includes specific measures designed to reduce parking demand and ensure parking is adequate for the proposed use. For instance, Raising Cane's will (1) designate an on-site rideshare coordinator to administer the TDM Program, (2) provide bicycle parking for customers and employees near the building entrance, (3) encourage employee carpooling by posting a centralized rideshare bulletin board in an easily accessible location that will include the rideshare coordinator's name and contact information and alternate transportation information on transit routes and schedules, ride matching, carpooling, bicycling and walking to work, (4) provide on-site food service for employees so they do not have to drive offsite, (5) provide a cash subsidy to employees who use public transportation, and (6) maintain sidewalks and convenient walking paths along the project frontage. All of these measures encourage pedestrian-friendly access to the project site. These measures are consistent with a primary goal of the Urban Village Specific Plan, namely to create a pedestrian oriented shopping, dining, and entertainment area, and will encourage alternative means of accessing Raising Cain's that do not require significant parking.

The project's drive-thru is capable of adequately queuing nine cars. This will alleviate the need for additional parking spaces because customers seeking quick service will utilize the drive-thru rather than parking and entering the restaurant. As explained in the included parking and queuing studies, similarly-sized restaurants with drive-thru facilities require less parking than is mandated by the Laguna Hills Municipal Code. Moreover, the study indicates that the circulation and off-street parking proposed by the project is sufficient for operations and will not negatively impact the surrounding area.

Finally, the proposed project represents a substantial improvement to the project site because the existing use, a gas station, no longer fits in with the objectives of the Urban Village Specific Plan. The new restaurant will also address ongoing issues related to water and soil conditions and will replace service station architecture with a modern, tasteful look that is sure to catch the attention of many passersby.

5. The variance does not grant a use not permitted by the zoning district in that:

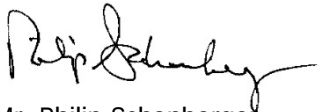
Restaurants located within the Village Commercial Zone are allowed by right with approval of a Site Development Plan and Drive-thru's are conditionally permitted in the VC zone.

With the inclusion of the parking and queuing study with this resubmittal, which focuses on three existing Raising Cane's restaurants with drive-thru's, it is demonstrated that same-sized restaurants with drive-thru's function adequately with an offering of off-street parking and a queue lane adequate for patrons. This study is presented at the city's request to illustrate that the proposed parking ratio of 1 space per 75.91 sf is sufficient for operations.

Please, if you have any questions, do not hesitate to call me.

Sincerely,

Pedro McCracken DESIGN GROUP, INC.

A handwritten signature in black ink, appearing to read "Philip Schanberger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Mr. Philip Schanberger
Project Manager
PM Design Group

Attachment 3

Public Comment Letter



ROD FRASER ENTERPRISES

1320 N. Manzanita St., Orange, CA 92867 p: 714.633.7844 f: 714.633.0897

Rodrigo's

RECEIVED

DEC 30 2014

CITY OF LAGUNA HILLS

1320 N. Manzanita St.
Orange, CA 92867
December 29, 2014

Laguna Hills Planning Department
24035 El Toro Road
Laguna Hills, CA 92653

To the Laguna Hills Planning Department,

This letter is in response to the notice of intent to adopt a negative declaration for the CUP/SDPM/VA/MSP NO. 10-14-3013, Raising Cane's proposed project located at 23971 El Toro Road, Laguna Hills, CA 92653.

As an owner of the Don Jose Mexican Restaurant that has been doing business here for over 35 years, we have deep concerns about the parking. The property is located at the corner of El Toro Road and Avenida De La Carlotta, a heavily congested intersection. A lack of parking already exists with the Don Jose and Carrows Restaurants. There are problems with both egress and ingress to the property. We also have a concern about the impact of the drive-thru window on the flow of traffic.

Thank you for your time and consideration in this matter. We look forward to hearing from you.

Sincerely,

Rick Fraser
President, Rod Fraser Enterprises

Attachment 4

Plans



Raising Cane's
Store # 190
23971 El Toro RD, Laguna Hills, CA

Planning Review Set

INDEX OF DRAWINGS

DISCIPLINE	SHEET #	SHEET TITLE	SHEET DESCRIPTION	FOR PERMIT	FOR CONSTRUCTION	NOTES
	1	COVER SHEET	COVER SHEET	Y1-0000	Y1-0000	
	2	GENERAL NOTES	GENERAL NOTES			
	3	EXISTING SITE PLAN	EXISTING SITE PLAN			
	4	PROPOSED SITE PLAN	PROPOSED SITE PLAN			
	5	EXISTING UTILITY LOCATIONS	EXISTING UTILITY LOCATIONS			
	6	PROPOSED UTILITY LOCATIONS	PROPOSED UTILITY LOCATIONS			
	7	EXISTING ROADWAY	EXISTING ROADWAY			
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Raising Cane's
23971 El Toro Road
Prototype 4-CA
Store # RC190

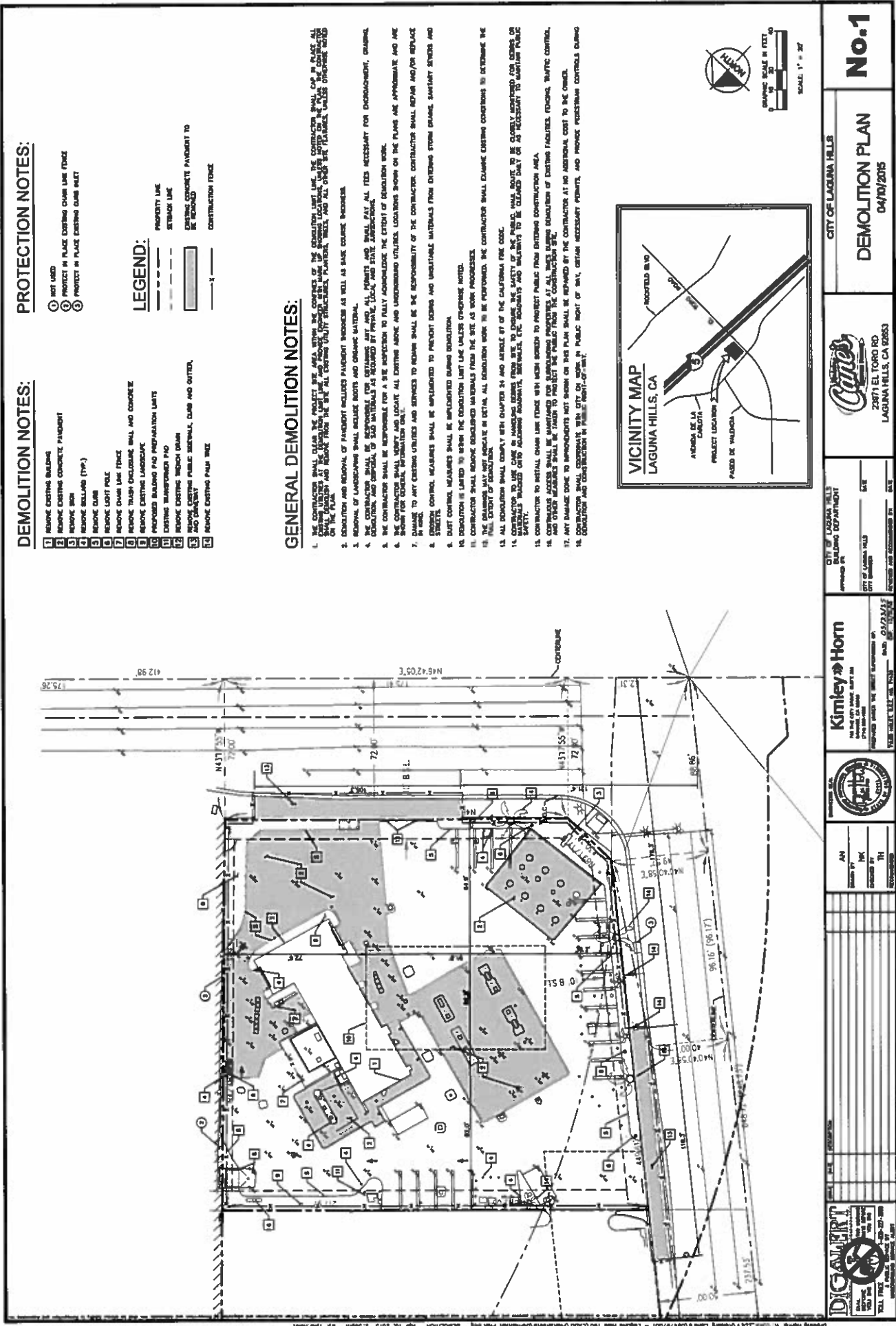


PM Group Architects
4400 Yonkers Rd. Suite 100
Yonkers, NY 10516
Tel: (914) 431-1200
Fax: (914) 431-1201
www.pmgrouppa.com

Project Name	23971 El Toro Road
Project Number	23971-01
Project Date	11/11/2015
Project Location	23971 El Toro Road, Yonkers, NY 10516
Project Owner	Raising Cane's
Project Architect	PM Group Architects
Project Engineer	PM Group Architects
Project Designer	PM Group Architects
Project Checker	PM Group Architects
Project Approver	PM Group Architects

Project Name	23971 El Toro Road
Project Number	23971-01
Project Date	11/11/2015
Project Location	23971 El Toro Road, Yonkers, NY 10516
Project Owner	Raising Cane's
Project Architect	PM Group Architects
Project Engineer	PM Group Architects
Project Designer	PM Group Architects
Project Checker	PM Group Architects
Project Approver	PM Group Architects

CS1





6000 Briarwood Road, Suite 100
Houston, Texas 77036
Tel: 281-772-2222 / Fax: 281-772-2222

Raising Cane's
23971 El Toro Road
Petaluma, CA 94954
Store # RC190

Project # 190

DESIGNED BY ARCHITECT

PVI group
Architects
10000 Wilshire Blvd, Suite 1000
Beverly Hills, CA 90210
Tel: 310-274-4444
Fax: 310-274-4444
www.pvigroup.com

Project Name: Raising Cane's
Store Number: 190
Store Address: 23971 El Toro Road
Petaluma, CA 94954

Planning Submittal

REVISIONS	
#	Description

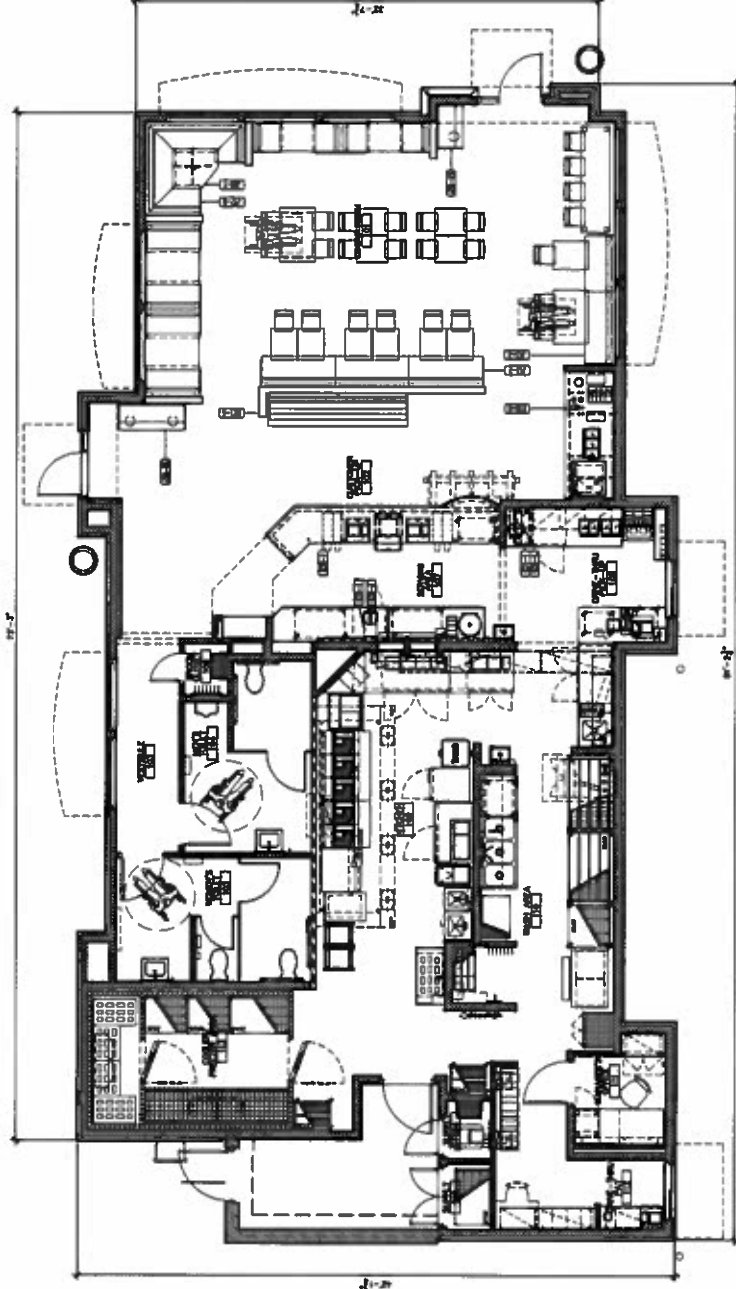
EQUIPMENT FLOOR PLAN

Project Name:	Raising Cane's
Store Number:	190
Store Address:	23971 El Toro Road Petaluma, CA 94954
Store Type:	CA

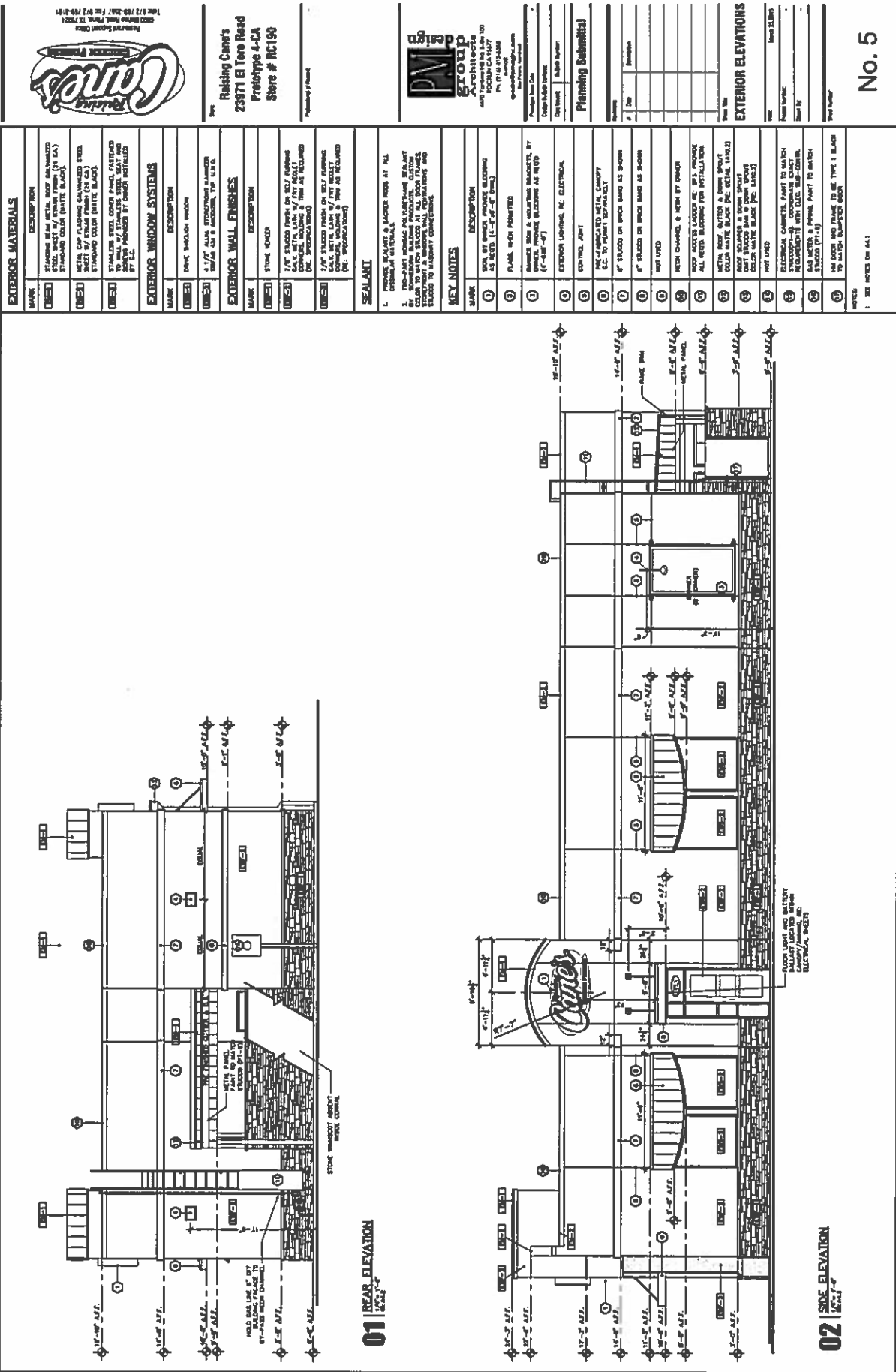
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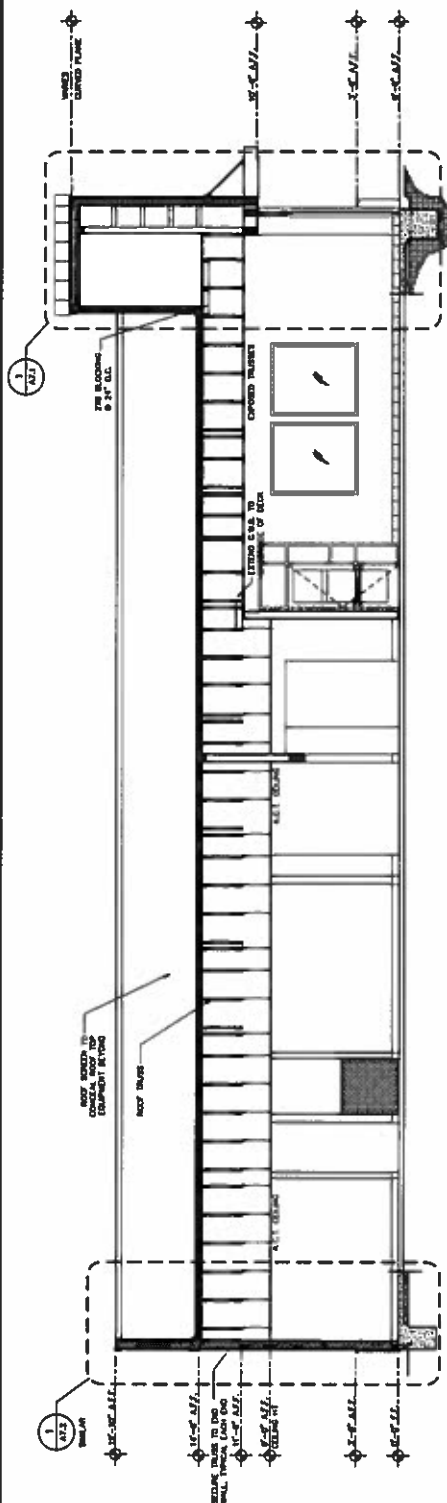
04-27-15

BUILDING STATISTICS
TOTAL BUILDING AREA (SQUARE FEET)
TOTAL FLOOR AREA (SQUARE FEET)

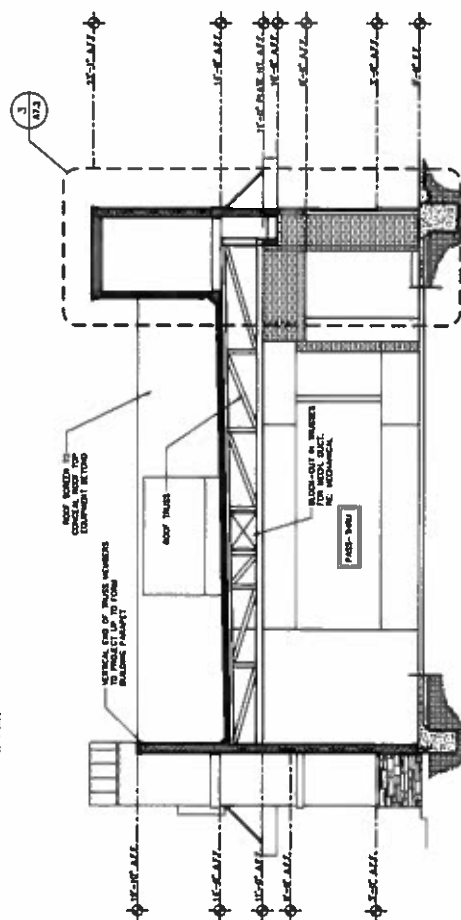


1 | EQUIPMENT FLOOR PLAN



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1 || TRANSVERSE SECTION



2 | LONGITUDINAL SECTION



Rabbing Canes
23571 El Toro Road
Prototype 4-CA
Store # RC180

Prototype of a house



Group Architects
4000 Via de la Playa, Suite 100
San Diego, CA 92108
Tel: 619-594-1000
Fax: 619-594-1001
www.grouparchitects.com

Project Name	Prototype 4-CA
Project Address	23571 El Toro Road
Project City	San Diego, CA 92108
Project State	CA
Project Zip	92108
Project Date	10/1/14
Project Status	Final
Project Owner	Group Architects
Project Designer	Group Architects
Project Engineer	Group Architects
Project Architect	Group Architects
Project Contractor	Group Architects

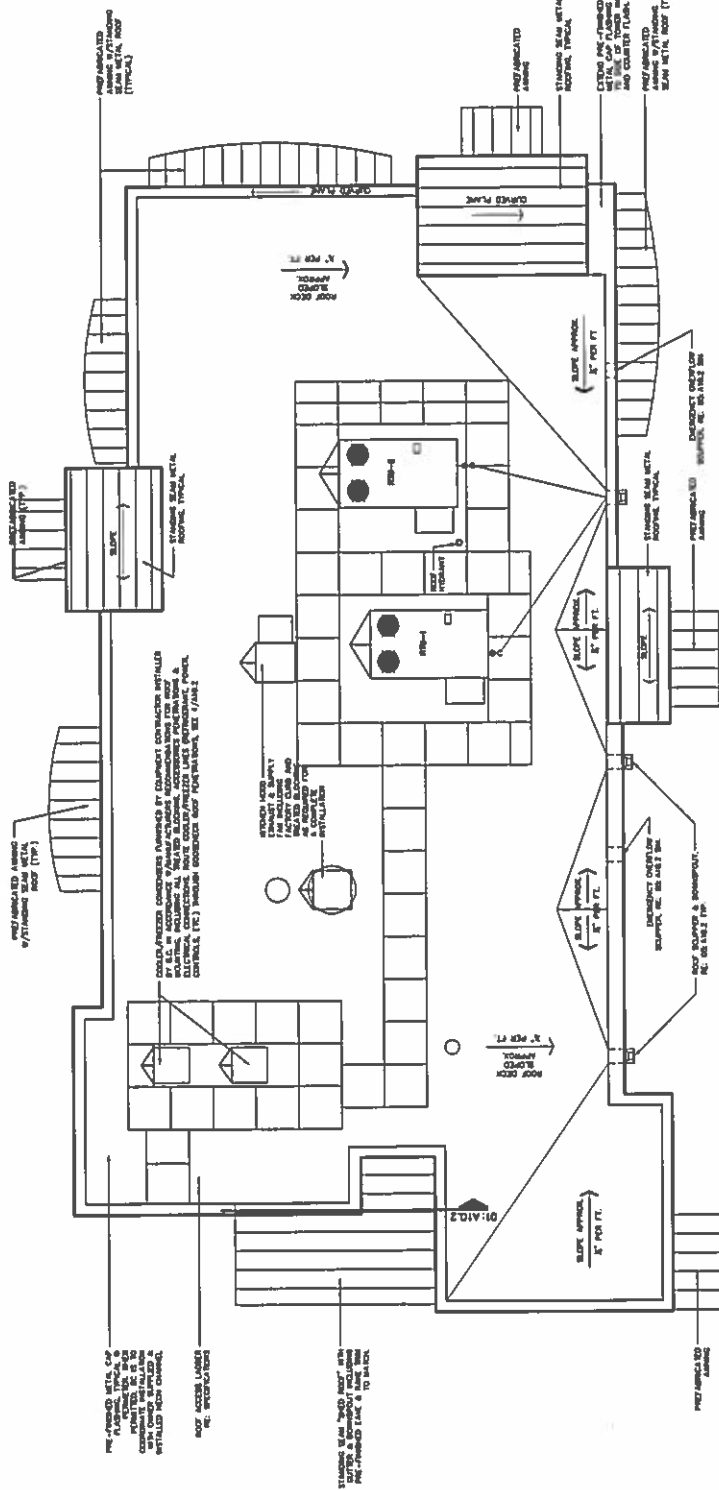
Planning Submittal

Sheet No.	1
Sheet Title	Roof Plan
Sheet Date	10/1/14
Sheet Status	Final
Sheet Owner	Group Architects
Sheet Designer	Group Architects
Sheet Engineer	Group Architects
Sheet Architect	Group Architects
Sheet Contractor	Group Architects

ROOF PLAN

Sheet No.	1
Sheet Title	Roof Plan
Sheet Date	10/1/14
Sheet Status	Final
Sheet Owner	Group Architects
Sheet Designer	Group Architects
Sheet Engineer	Group Architects
Sheet Architect	Group Architects
Sheet Contractor	Group Architects

No. 7



- #### GENERAL NOTES
- THE ROOFING SYSTEM SHALL BE AS SHOWN, INCLUDING ALL ATTACHED FLASHING, DOWNSPOUTS, AND DRAINAGE. THE ROOFING SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
 - THE ROOFING SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. THE ROOFING SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
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- #### ROOF DRAINAGE NOTES
- THE ROOF DRAINAGE SYSTEM SHALL BE AS SHOWN, INCLUDING ALL DRAINAGE, DOWNSPOUTS, AND DRAINAGE. THE ROOF DRAINAGE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
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NOTES:
CONTRACTOR TO VERIFY ROOF AND DRAINAGE REQUIREMENTS IN ALL ROOF FOR EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ROOFING SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ROOFING SYSTEM.

1 ROOF PLAN





2025 07/28/2024 File #172-789-1-171
6000 Shreve Road, Suite 100, 70120
Raising Cane's Restaurants, Inc.

Raising Cane's
23371 BI Tora Road
Prototype 4-CA
Store # RC190

Plumbing & Electric



23371 BI Tora Road
Rockledge, FL 32955
P: 772.444.4444
www.pvi-design.com

Plumbing & Electric

Plumbing & Electric

Plumbing & Electric

Plumbing & Electric

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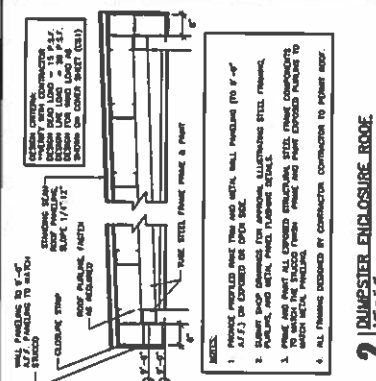
Plumbing & Electric

Plumbing & Electric

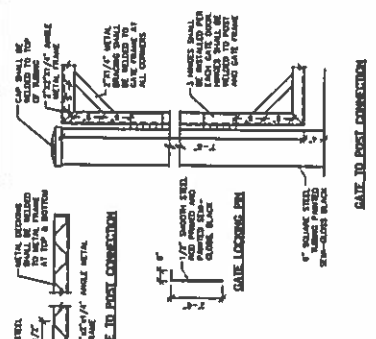
Plumbing & Electric

Plumbing & Electric

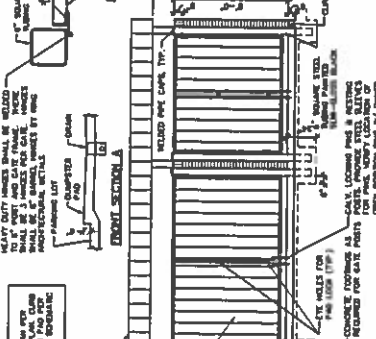
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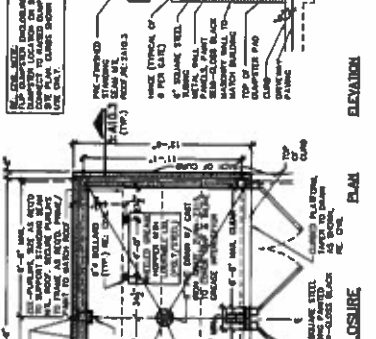
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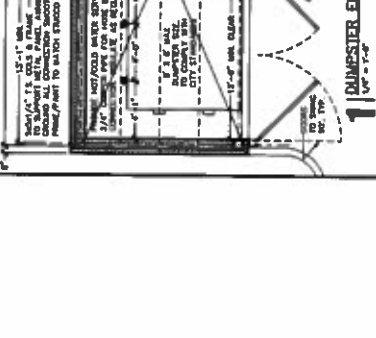
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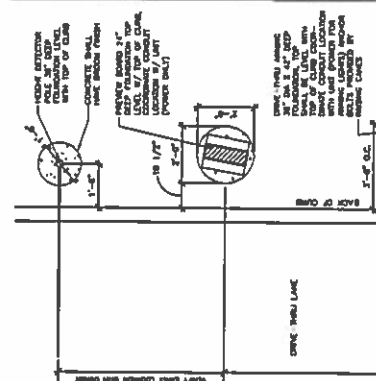
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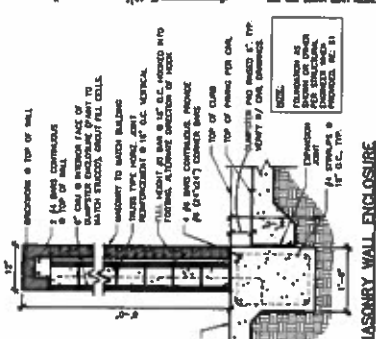
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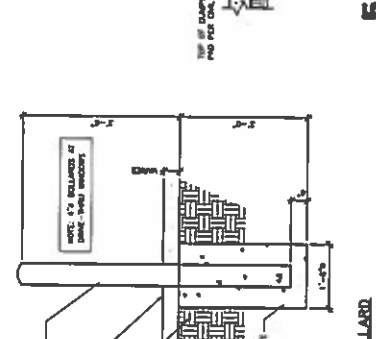
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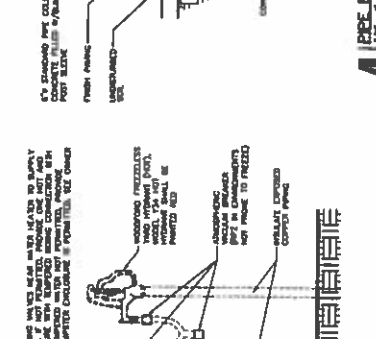
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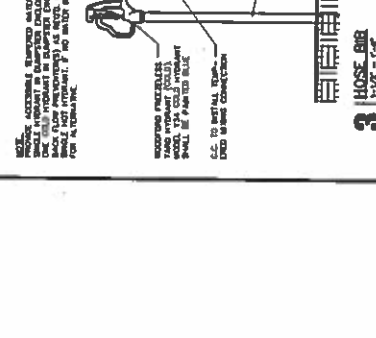
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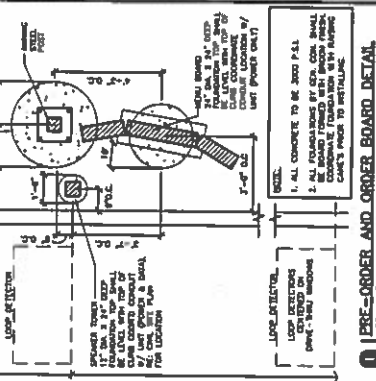
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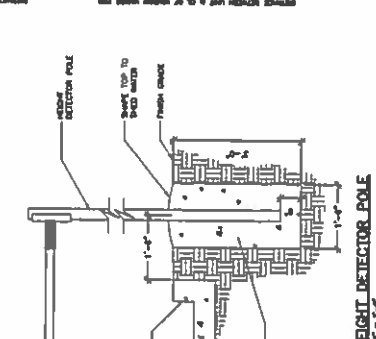
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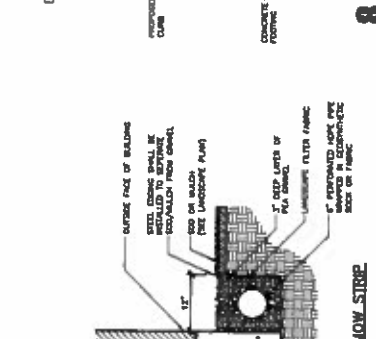
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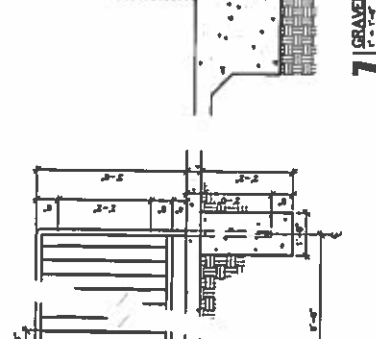
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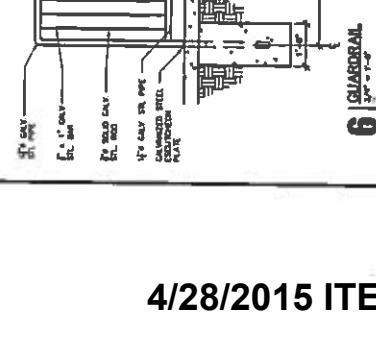
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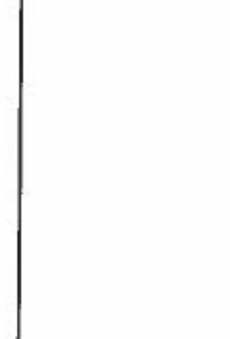
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17 | DUMPSTER ENCLOSURE ELEVATION
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18 | DUMPSTER ENCLOSURE ELEVATION
1/4\"/>



19 | DUMPSTER ENCLOSURE ELEVATION
1/4\"/>



20 | DUMPSTER ENCLOSURE ELEVATION
1/4\"/>

No. 8

9 | PRE-ORDER AND ORDER BOARD DETAIL
1/4\"/>

8 | HEIGHT DETECTOR POLE
1/4\"/>

7 | GRAVEL MOW STRIP
1/4\"/>

6 | QUADRANT
1/4\"/>

[illegible][illegible]

Cane's
RESTAURANT

10000 Highway 190, Suite 100, Houston, TX 77058
713-792-7000 Fax 713-792-7001

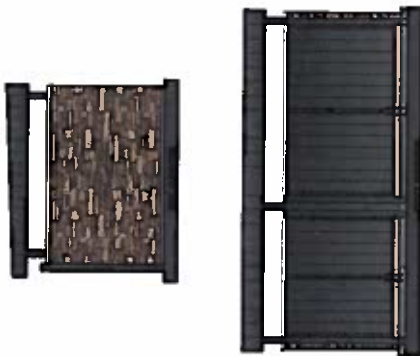
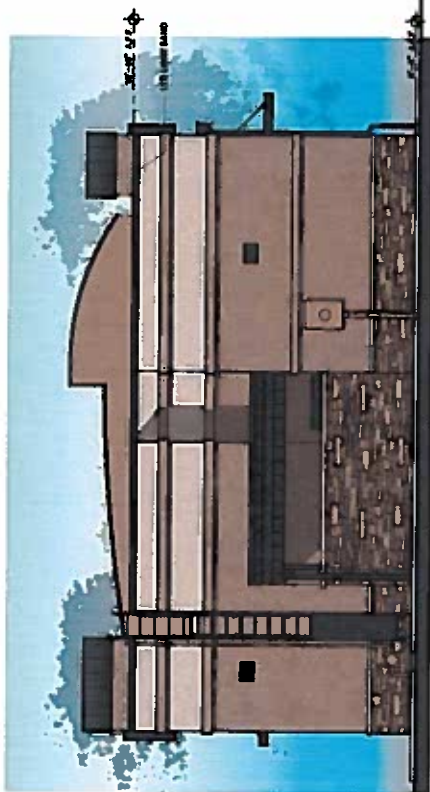
El Yore & Ave De La Carta
Laguna Hills, CA 92653
Prototype 4
Starts #190

PW DESIGN
Architectural
Solutions Group
100 E. PACE BLVD., SUITE 4
PLANO, IL 77061
PH: 972-422-0204
FAX: 972-422-0205
WWW.PWDESIGN.COM

[illegible]

Item	Quantity	Unit	Price	Total
1. EXTERIOR ELEVATIONS	1	Set	\$100.00	\$100.00

PRO4.1

[illegible]

FACILITY INFORMATION			
MATERIAL	AREA (SQ. FT.)	CONCOURSE	
STACCO	600	75%	
STRONG	50	15%	
STANDARD STEEL	120	5%	
TOTAL, SF	800	100%	

FACILITY INFORMATION			
MATERIAL	AREA (SQ. FT.)	CONCOURSE	
STACCO	1,000	100%	
STRONG	500	50%	
STANDARD STEEL	100	10%	
TOTAL, SF	1,600	100%	

FACILITY INFORMATION			
MATERIAL	AREA (SQ. FT.)	CONCOURSE	
STACCO	500	50%	
STRONG	100	10%	
STANDARD STEEL	50	5%	
TOTAL, SF	650	100%	

FACILITY INFORMATION			
MATERIAL	AREA (SQ. FT.)	CONCOURSE	
STACCO	1,000	100%	
STRONG	500	50%	
STANDARD STEEL	50	5%	
TOTAL, SF	1,550	100%	



Southwest Support City
 L&L Group Inc., P.O. Box 17324
 Tor 812 783-3337 Fax 812 788-1381

●

Raising Cane's
El Toro & Ave De La Carta
Laguna Hills, CA 92653
Prototype 4
Store #190

Not for Release

PM DESIGN
Associates
Solutions Group
100 E. 17th St., Suite 1000
Chicago, IL 60601
Tel: 312.467.7000
Fax: 312.467.7001
www.pmdesign.com

Product Name	
Company Name	
Phone No.	
Address	

ABSTRACT

SHOULD WE TEST EXTERIOR

PRO4.2



KIESEL + DESIGN
Landscape Architecture
2108 Sanderling Street
Ventura, CA 93003
805.625.6272
jack@kiesel-design.com
CLF 5206

Raising Cane's
#190
23871 E Tero Rd.
Laguna Hills, CA 92653

[illegible]

Typic Preliminary
Assigned Order
04/14/2015

DATE	NAME	DATE	NAME
10/10/10	10/10/10	10/10/10	10/10/10

Abstract

Preliminary Landscape Plan

Street Address:

No. 11

1. Introduction

Patented Name	Continuous Fibers	Count	Size	Notes
Beckings Industries	Hong Hong David Inc	6	34 Den	Standard
Manayunkilay yarns Inc	Belle Pals	7	34" Den	Standard
Chikara Inc	David Mills	5	34" Den	Standard
Calder Industries	Asahi Yarns	4	34" Den	Standard

Shrub and Groundcovers

LA	Material Name	Component Name	Quant.	Size	Notes
1	Engine Assembly	Blk For AS	10	1.64	
2	Engine Assembly	Blk For AS	10	1.64	
3	Compressor, 1 With Seal	Blk For AS	7	1.64	
4	Manufacturing Insulator	Cup Ribs	8	1.64	
5	Blk, Drive Shaft	For AS	10	2.64	
6	Blk, Drive Shaft	For AS	10	2.64	
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98	Blk, Drive Shaft	For AS	10	2.64	
99	Blk, Drive Shaft	For AS	10	2.64	
100	Blk, Drive Shaft	For AS	10	2.64	

Shrubs, Groundcovers and Perennials (Hatched Areas)

[illegible]

Scorpioides Plantae:

Personal Name	Current Name	Age
James & Gordon's Blue Rectory	Stanley's Blue Rectory	20

Activities and Groundcovers:

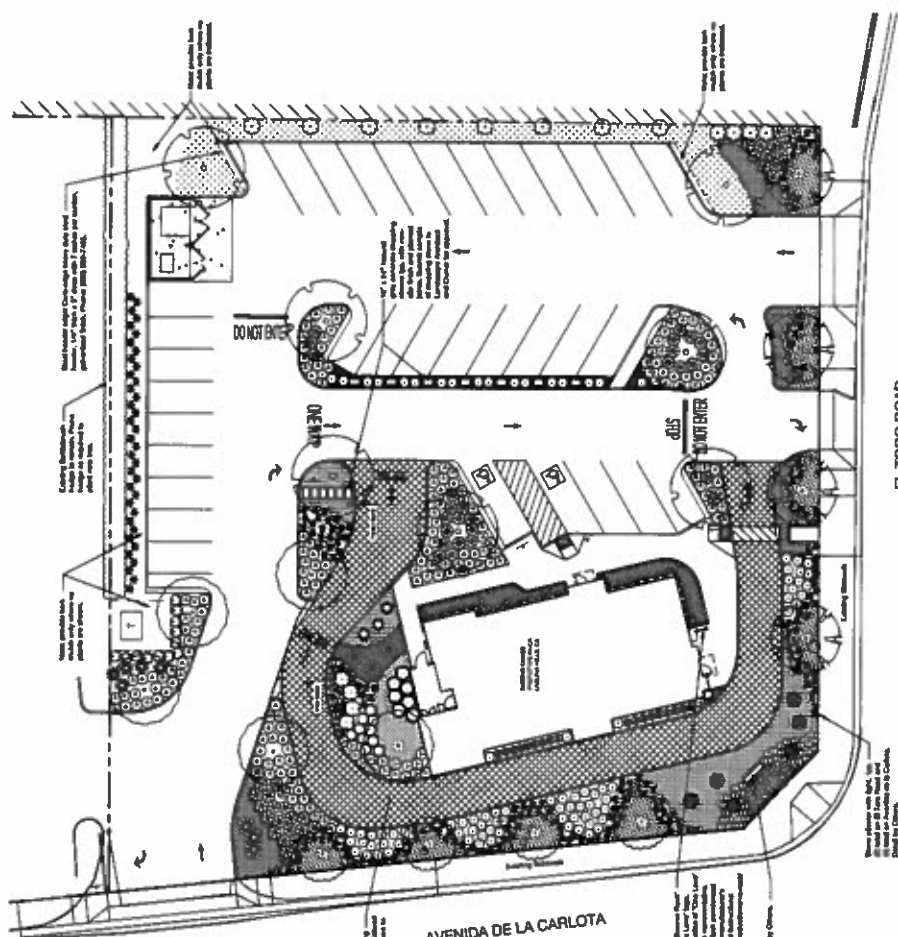
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Design Intent

the 1990s, the number of women in the U.S. labor force has increased by 10% and is expected to increase by 15% by 2000. The number of women in the U.S. labor force is expected to increase by 15% by 2000. The number of women in the U.S. labor force is expected to increase by 15% by 2000.

Inducible Sulfatases:

and Landmark Area 1,077 SF



Scale: 1/16" = 1'-0"

Attachment 5

Traffic, Parking & Queuing Studies

MEMORANDUM

To: Raising Cane's Chicken Fingers
From: Scot Johnson P.E.(TX), PTOE
Date: November 19, 2014
Subject: Raising Cane's Chicken Fingers Restaurants
Parking and Queuing Analysis



Introduction

Kimley-Horn and Associates, Inc. is pleased to submit this parking and queuing demand study of Raising Cane's Chicken Fingers restaurants in the Dallas metro area. This memorandum documents the parking and queue stacking demands at operating Raising Cane's restaurants, and is intended to be used to inform and support site development efforts for new restaurants in similar urban residential and suburban locations.

Observation Procedures

The three Raising Cane's locations were Greenville Avenue in Dallas, US 75/US 380 in McKinney, and FM 544/Murphy Road in Murphy. The McKinney and Murphy locations are within fast-growing suburbs and are located at or near the corner of major arterial thoroughfares. The Greenville Dallas location is located about 4 miles from the CBD, on a major arterial corridor in an urban residential area.

All three of the Raising Cane's stores observed have 2,724 SF of restaurant area and two driveways. The Greenville store has 26 parking spaces, the McKinney store has 17 parking spaces, and the Murphy store has 18 parking spaces – these include handicap parking. Site plans for the three restaurants are attached.

Parking operations were observed during midday peak and PM peak hours for weekday and weekend (Saturday) days. Therefore, there were four observations for each site. The data was collected on November 15, 17, and 18. For the midday session, observations were taken from 11:30 AM to 1:00 PM, and the PM observations were from 5:00 to 6:30 PM. Observations were subject to continuation if there was a recognizable peak towards the end of the period, or were terminated if a recognizable peak had been reached.

During each observation session, the number of occupied parking spaces and the number of vehicles in the drive-through queue were counted every 2 minutes. The observers situated themselves in a position so that they could monitor both the parking lot spaces and the drive-thru queue lengths. However, for the McKinney location it was hard to determine the front end of the queue due to line of sight issues. The number of cars not visible due to line of sight was two, so it was assumed that at least two cars were present at all times in the drive-thru to be a conservative count. Handicapped parking spaces were included as part of the overall parking supply. The observers also watched for restaurant patrons or staff who may have parked off of the site and walked to the building. This was

observed only at the McKinney site, where parking demand exceeded the 17 spaces on the site during the Saturday midday peak period. The observations were converted to the attached Figures.

Parking and Queue Demand - Weekday Midday

Figure 1, 2, and 3 display parking demand and queue lengths for the weekday midday observation period, for the Dallas Greenville, McKinney, and Murphy sites, respectively.

The Greenville location had a maximum weekday midday parking demand of 22 vehicles, and an average demand of 17 vehicles. The observed maximum queue was 9 vehicles, and the average queue was less than 4 vehicles.

The McKinney location had high fluctuations in weekday midday parking demand ranging from as low as four vehicles to being at maximum occupancy of 17. The average parking demand was 11 vehicles. The queues for McKinney locations were low for majority of the period except for a brief moment in the beginning of the observation period, where the maximum queue of 9 was observed. The average queue length was 4 vehicles.

The Murphy location had a maximum weekday midday parking demand of 14 vehicles, and an average demand of 11 vehicles. The observed maximum queue was 4 vehicles, and the average queue was less than 2 vehicles.

Parking and Queue Demand - Weekday PM

Figure 4, 5, and 6 display parking demand and queue lengths for the weekday PM observation period, for the Dallas Greenville, McKinney, and Murphy sites, respectively.

The Greenville location had a maximum weekday PM parking demand of 11 vehicles, and an average demand of 8 vehicles. The observed maximum queue was 11 vehicles, and the average queue was less than 7 vehicles.

The McKinney location had a maximum weekday PM parking demand of 5 vehicles, and an average demand of under 4 vehicles. The observed maximum queue was 3 vehicles, and the average queue was about 2 vehicles.

The Murphy location had a maximum weekday PM parking demand of 13 vehicles, and an average demand of 11 vehicles. The observed maximum queue was 6 vehicles, and the average queue was about 2 vehicles.

Parking and Queue Demand - Weekend Midday

Figure 7, 8, and 9 display parking demand and queue lengths for the weekend midday observation period, for the Dallas Greenville, McKinney, and Murphy sites, respectively.

The Greenville location had a maximum weekend midday parking demand of 21 vehicles, and an average demand of 16 vehicles. The observed maximum queue was 15 vehicles, and the average queue was 9 vehicles. The maximum queue of 15 vehicles was a momentary condition which lasted for less than two minutes.

The McKinney location had a maximum weekend midday parking demand of 22 vehicles, and an average demand of 15 vehicles. The peak parking demands included off-site parking being used by customers or staff. The observed maximum queue was 7 vehicles, and the average queue was under 4 vehicles.

The Murphy location had a maximum weekend midday parking demand of 12 vehicles, and an average demand of 10 vehicles. The observed maximum queue was 8 vehicles, and the average queue was about 4 vehicles.

Parking and Queue Demand - Weekend PM

Figure 10, 11, and 12 display parking demand and queue lengths for the weekend PM observation period, for the Dallas Greenville, McKinney, and Murphy sites, respectively.

The Greenville location had a maximum weekend PM parking demand of 15 vehicles, and an average demand of 11 vehicles. The observed maximum queue was 11 vehicles, and the average queue was less than 5 vehicles.

The McKinney location had a maximum weekend PM parking demand of 11 vehicles, and an average demand of 8 vehicles. The observed maximum queue was 7 vehicles, and the average queue was about 3 vehicles.

The Murphy location had a maximum weekend PM parking demand of 17 vehicles, and an average demand of 10 vehicles. The observed maximum queue was 7 vehicles, and the average queue was about 2 vehicles.

Summary

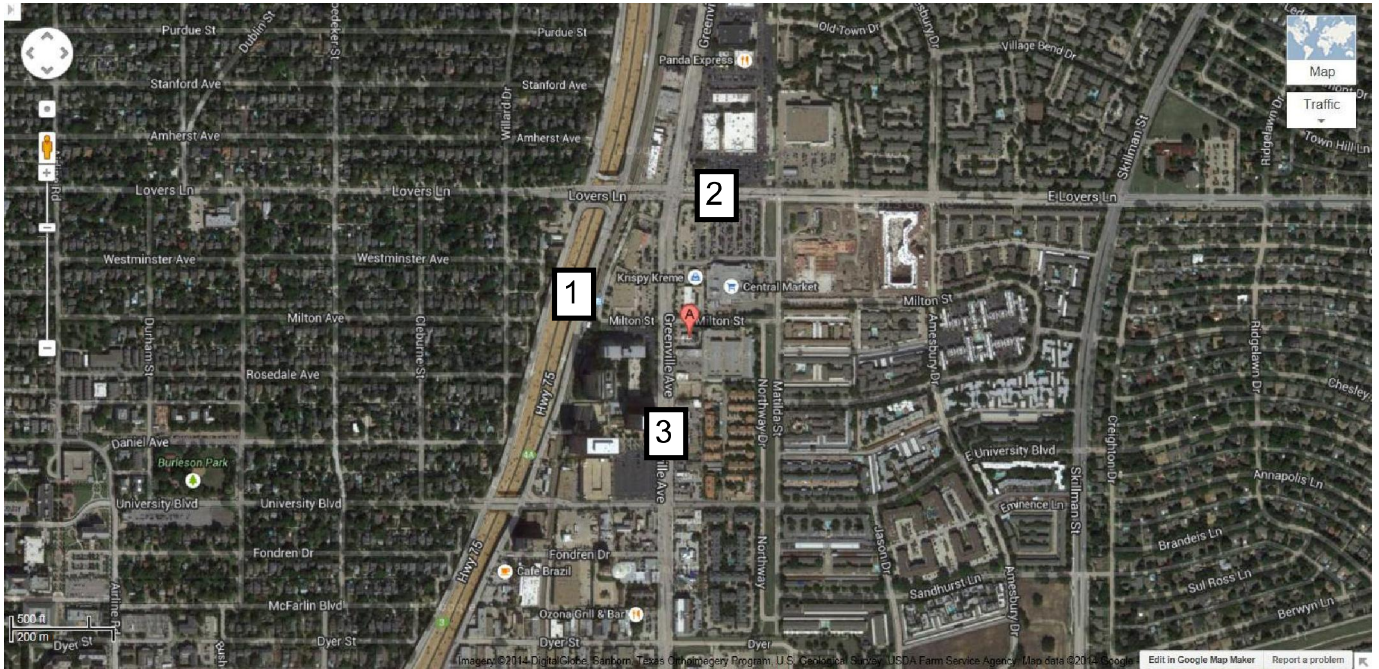
Observations on the three different Raising Cane's sites show that the maximum observed parking demand at any site and any time was 22 vehicles, with most observations showing a parking demand of between 10 and 20 vehicles during the weekday and weekend peak periods. Using the 2,724 SF restaurants observed, this translates to a maximum parking demand of 1 space per 124 SF, and an average demand around 1 space per 175 SF. The parking spaces do tend to turn over several times per hour, so the parking lot always seems active, but the true parking demand at a single time is still relatively modest.

The observations also showed the maximum drive-through queue at any time to be 15 vehicles at one restaurant (Dallas Greenville), and maximums of 8 or 9 vehicles at the other two locations. These maximum queues were observed only briefly, with typical queue demand in these peak periods being shorter by several vehicles. Most of the sites have one-way circulation in wide lanes, so the transient longer queues are not disruptive to on-site circulation. The usual prototype site's provisions for 11 queue positions would accommodate well over 95% of the queues observed in these peak periods.

END

Attachments: Restaurant Site Plans - Dallas Greenville, McKinney, Murphy
Parking and Queue Results

Raising Cane's - 5030 Greenville Avenue, Dallas, TX

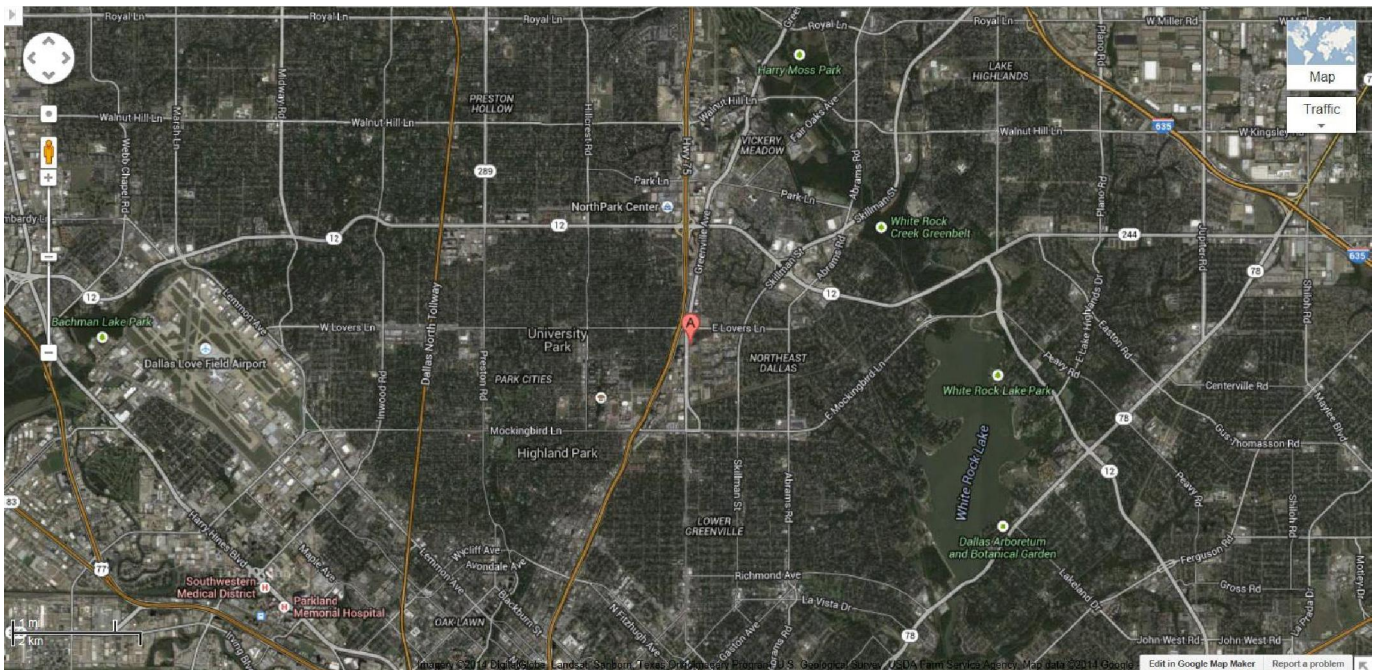


Traffic Counts:

1. US 75 Main Lanes - 346,000 ADT (2012 TxDOT)
2. Lovers Lane - 36,500 ADT (2009 TxDOT)
3. Greenville Avenue - 24,900 ADT (2009 TxDOT)

Adjacent Streets:

- A. Greenville Ave - 24,900 ADT (2009 TxDOT)





1301 Main Street, Suite 100, Baton Rouge, LA 70801
Tel: 225.383.7400 Fax: 225.353.7404
Raising Cane's Support Office

Raising Cane's
Store #76
5030 Greenville Ave
Dallas, TX 75206
Prototype 4



Project Name: Raising Cane's
Project Number: 200868.00
Date: 03/31/10
Drawn By: C.J.F.

FOR CONSTRUCTION

SITE PLAN

Date: 03/31/10
Project Number: 200868.00
Drawn By: C.J.F.

D.I.R.

GENERAL NOTES:

1. SITE LIGHTING SHALL BE SHOWN ON HOODED & ORIENTED AWAY.
2. ALL PROPOSED NEW VEHICULAR USE AREA TO BE CONCRETE PAVING.
3. ALL EXISTING SITE CURB CUTS AND DRIVEWAYS ARE TO REMAIN TO BE REFINISHED.

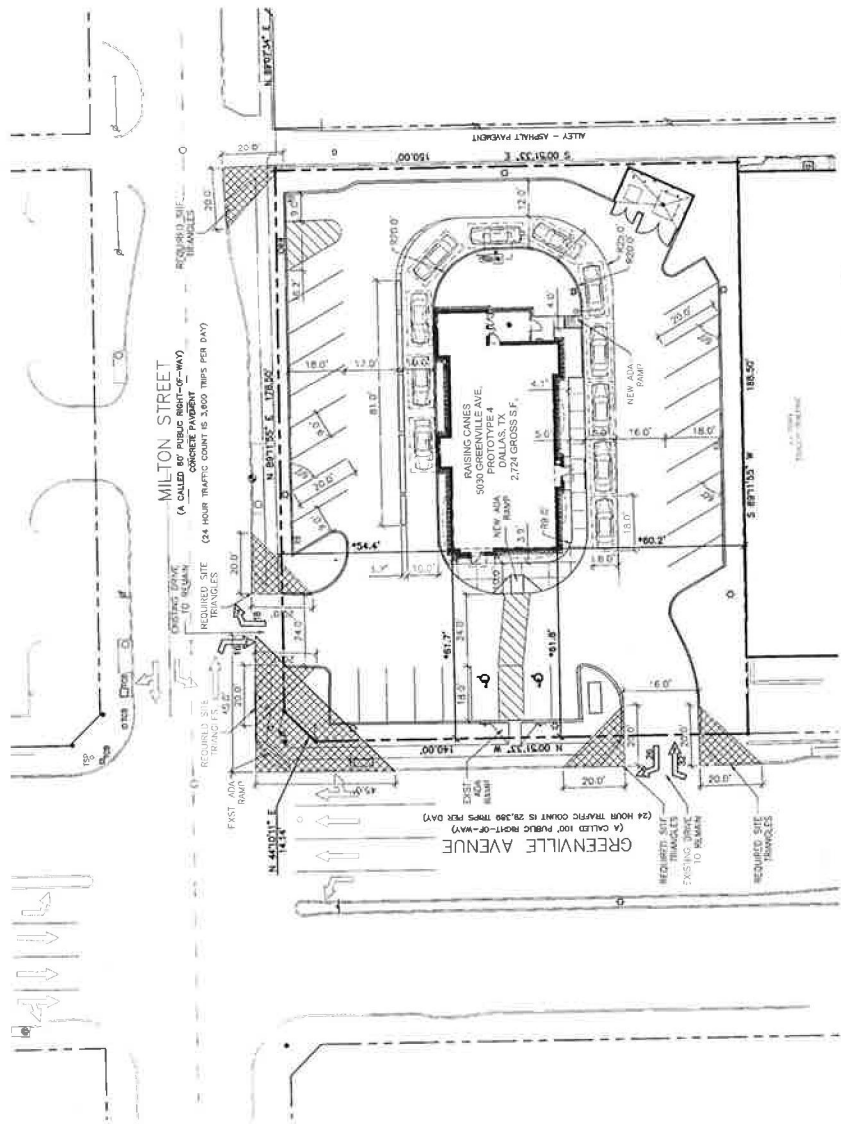
LEGEND:

- PAVING TRAFFIC DIRECTION AND VEHICLE COUNT
- NO-PAVING TRAFFIC DIRECTION
- DRIVEWAY STRUCTURE W/ 2" DUCTILE IRON GRATE (PAINT BLACK)
- NO-PAVING TRAFFIC DIRECTION
- EXISTING SITE LIGHTING

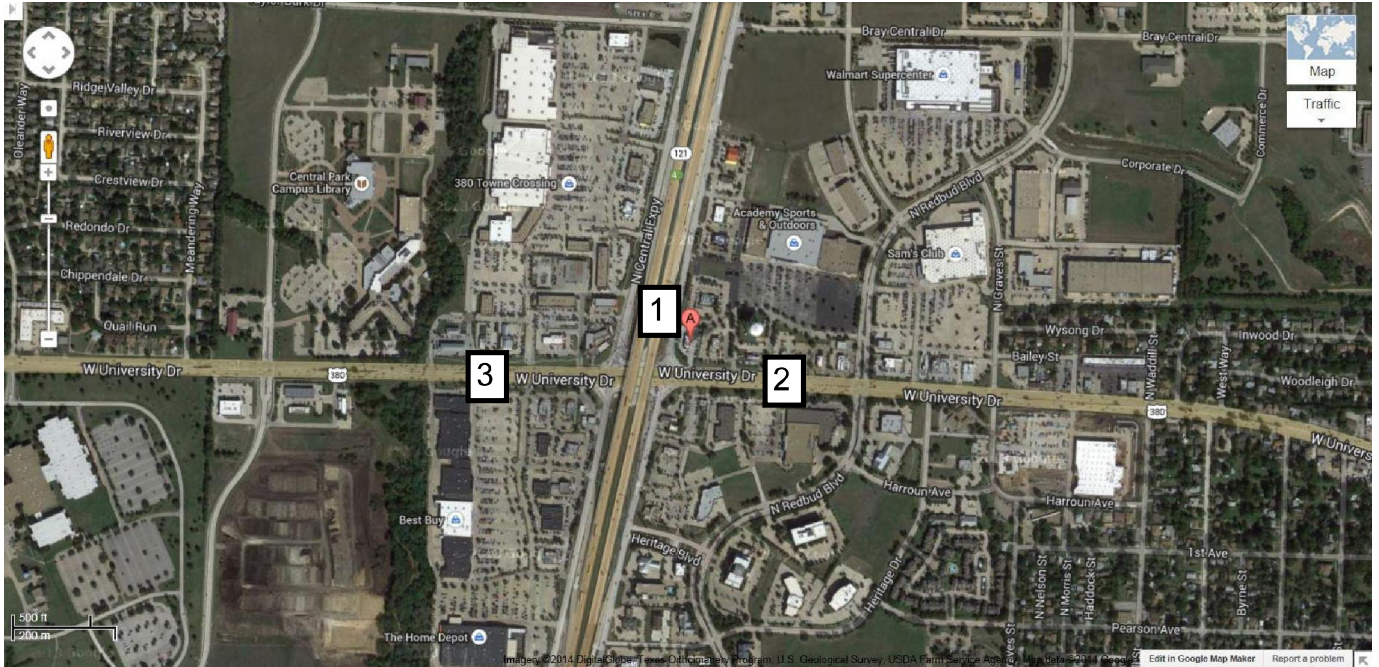
SITE STATISTICS:	
AREA OF CONCRETE PAVING (VEHICULAR USE)	18,944 SQ. FT.
GREEN OR LANDSCAPED AREA	8,407 SQ. FT. (23% GREEN SPACE)
BUILDING AREA	2,724 SQ. FT.
TOTAL SITE AREA	
29,351 SQ. FT. ON 0.67 ACRES	
PARKING STATISTICS:	
NUMBER OF PARKING SPACES	44
TOTAL TRAFFIC COUNT	27 SPACES
TOTAL TRAFFIC COUNT	27 SPACES
TOTAL TRAFFIC COUNT	27 SPACES
TOTAL PARKING SPACES REQUIRED	
28 (2 ACCESSIBLE SPACES)	
STAGING SPACES FOR 1 DRIVE THROUGH WINDOW	
8 SPACES	
TOTAL STAGING SPACES REQUIRED	
11 SPACES	
TRAFFIC STATISTICS:	
NO. OF VEHICLES	44
IN TRAFFIC COUNT	44
OUT TRAFFIC COUNT	44
TOTAL TRAFFIC COUNT	
88	

PARKING LOT NOTES:

1. PARKING SPACES MUST BE STRIPED WITH A 4" CONTRASTING STRIP (YELLOW OR CONCRETE) AND A 4" CONTRASTING STRIP (BLUE OR CONCRETE) TO BE USED TO BE DESIGNATED AS BLUE STRIPING & ETHER, A BLUE STRIPING ON A WHITE BACKGROUND OR A WHITE STRIPING ON A BLUE BACKGROUND. ALL HANDICAP PARKING SPACES REQUIRE THE BLUE STRIPING ON A WHITE BACKGROUND.
2. ALL UNPAVED AREAS AND DRIVEWAYS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAILS SHOWN IN THE PLAN SET.
3. ALL PARKING SPACES ARE TO BE AND NOT IN ACCORDANCE WITH THE TYPICAL DETAIL AS SHOWN ON THIS PLAN UNLESS OTHERWISE INDICATED ON THIS PLAN.



Raising Cane's - 1902 N. Central Expressway, McKinney, TX

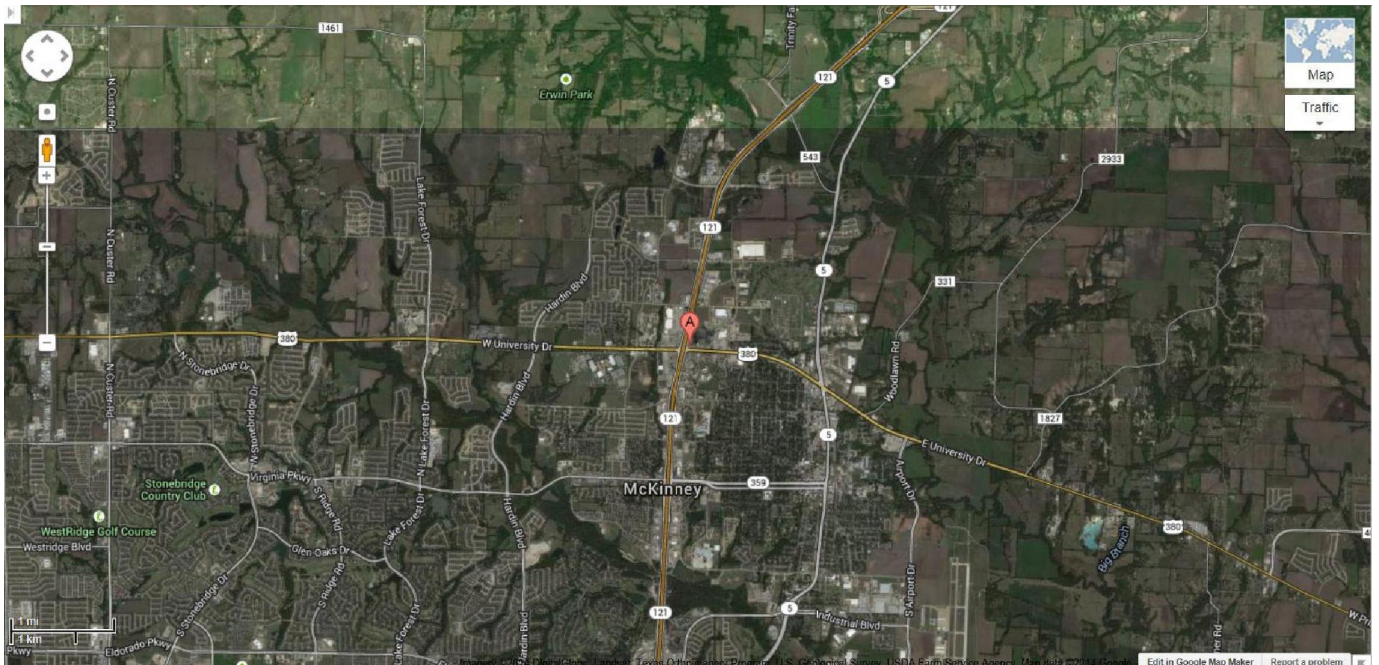


Traffic Counts:

1. US 75 Main Lanes - 96,000 ADT (TxDOT 2012)
2. US 380 East of US 75 - 36,900 ADT (McKinney 2013)
3. US 380 West of US 75 - 42,000 ADT (TxDOT 2012)

Adjacent Streets:

- A. West Bound University Dr (US 380) - 18,300 ADT (McKinney 2013)
- B. North Bound N. Central Expressway - 3,800 ADT (TxDOT 2007)





Raising Cane's
1902 N. Central Expwy.
McKinney, TX 75069
Prototype 4
Store # 123



CSRS, Inc.
637 Parker Road, Suite 201, Dallas, TX 75209
Tel: (972) 422-0077
Fax: (972) 422-0078
www.csrsinc.com

Project No. 1001
Project Name: Raising Cane's
Project Location: McKinney, TX
Project Date: June 21, 2012

FOR PERMIT
DATE: 6/21/2012
BY: [Signature]

DATE: 6/21/2012
BY: [Signature]

DATE: 6/21/2012
BY: [Signature]

DATE: 6/21/2012
BY: [Signature]

DATE: 6/21/2012
BY: [Signature]



GENERAL NOTES
1. The development of the site will be in accordance with City of McKinney development standards.
2. All current development requirements of the City are amended until the final, unless otherwise approved.
3. All materials and construction shall conform to the City of McKinney standards and specifications.
4. All curbs shall be 6" standard except where otherwise noted on plan.
5. All dimensions are to the face of curb, or the edge of building.
6. All parking spaces are 8'x18.5' (Min.).
7. Monument signs must be out of all utility easement. Building signage must comply with allowed signage footcandle. Contact Jeff Harris, Plan Examiner 972-547-7452 for details.

LOT 1, BLOCK 1
Zoning: C
Area: 2.78 Ac. (240,517 sq. ft.)
Building Area: 2,780 sq. ft.
Lot Coverage: 0.081
Front Area Ratio: 25'
Parking Required (City Regulation): 1 Sp. (Required 1 Sp.)
Handicap Parking Required: 1 Sp. (Required 1 Sp.)
Landscaping Required: 8,071 sq. ft.

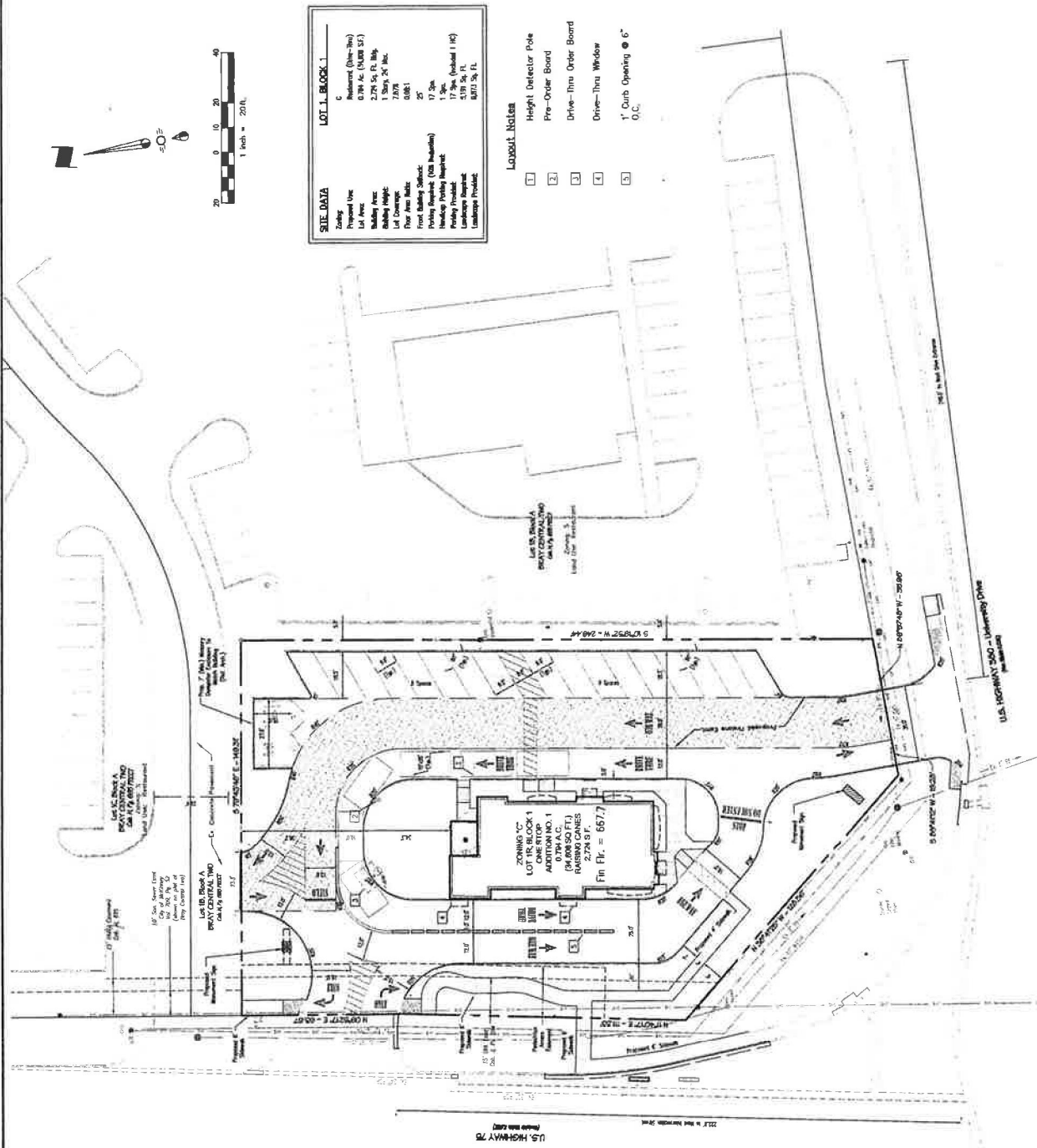
Layout Notes
1. Height Detector Pole
2. Pre-Order Board
3. Drive-Thru Order Board
4. Drive-Thru Window
5. 1' Curb Opening @ 6" O.C.

LEGEND
FIRELANE

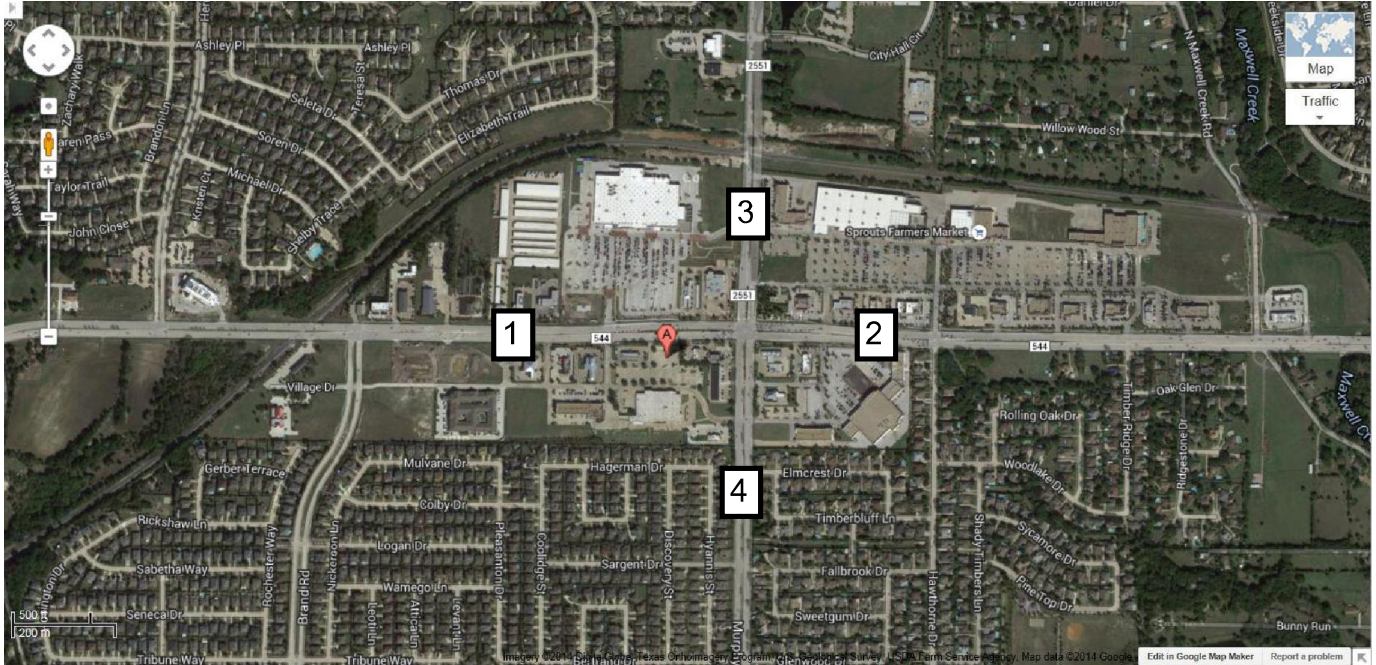
SITE PLAN
RAISING CANE'S
LOT 1, BLOCK 1, ONE STOP ADDITION NO. 1
IN THE CITY OF MCKINNEY
COLLIN COUNTY, TEXAS
0.794 Acres
ZONED: C

Developer:
Raising Cane's
5800 Tenison Parkway, Suite 200
Plano, Texas 75024
Telephone: (972) 796-3107
Fax: (972) 796-3101

Architect:
Spore Engineering, Inc.
7905 Cedar Road, Suite 100
Dallas, Texas 75241
Telephone: (972) 422-0077
Fax: (972) 422-0075
Contact: John Spore
Scale: 1"=20' July, 2012
2nd Submitted 8-13-12



Raising Cane's - 120 W. FM 544, Murphy, TX

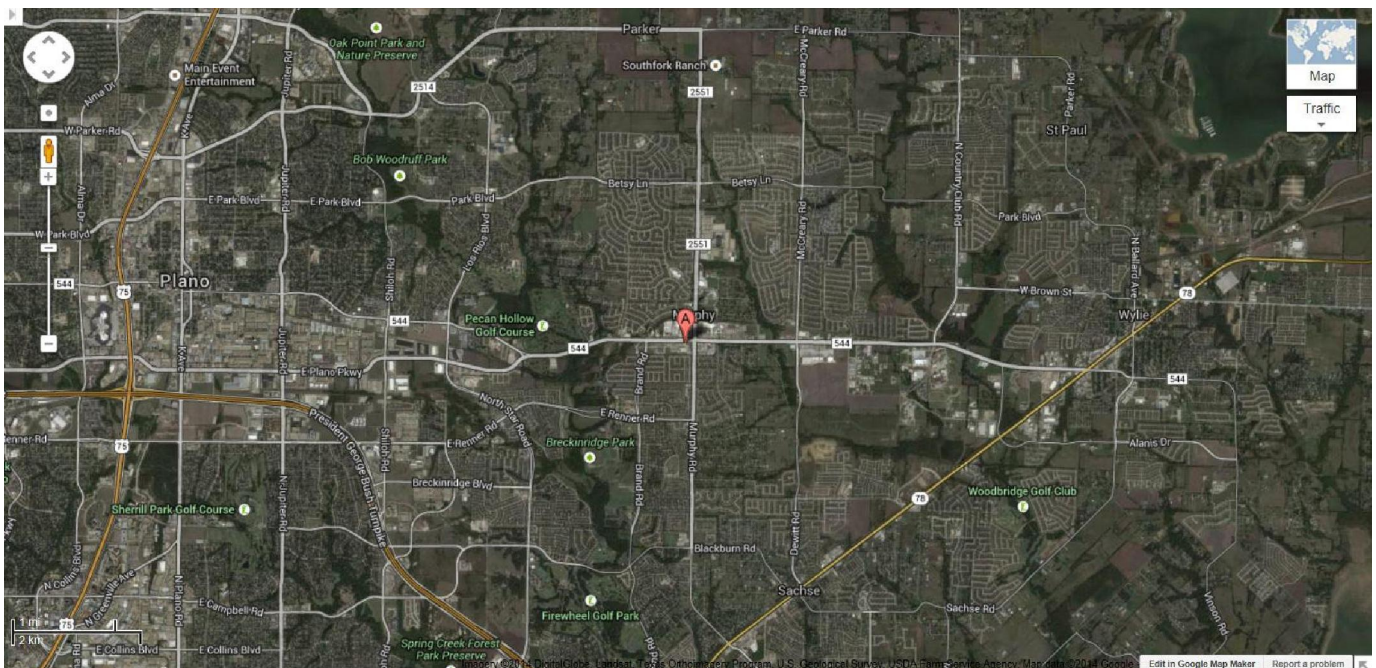


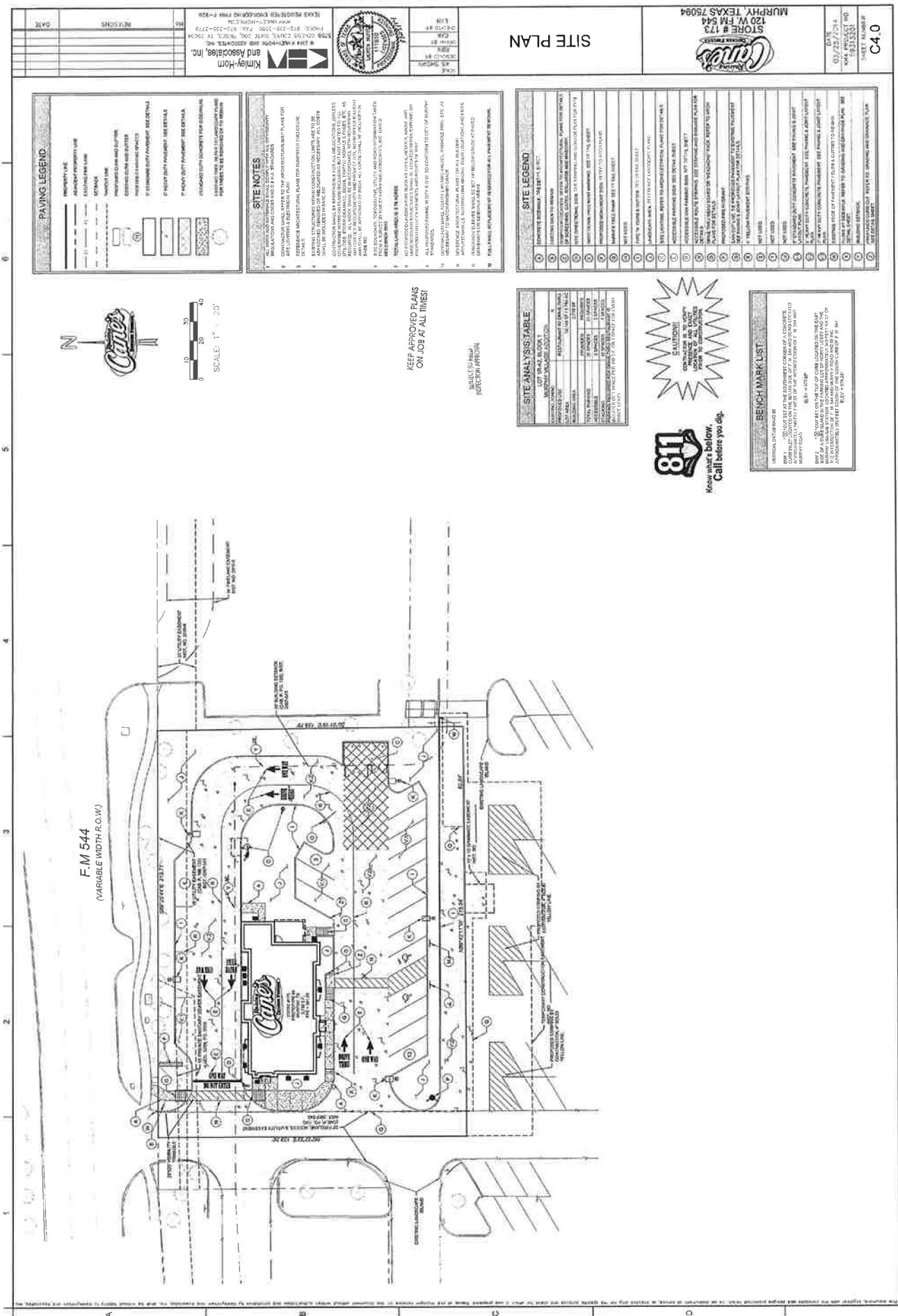
Traffic Counts:

1. FM 544 west of FM 2551 - 38,600 ADT (2011 Kimley-Horn)
2. FM 544 east of FM 2551 - 42,200 ADT (2011 TxDOT)
3. FM 2551 north of FM 544 - 19,200 ADT (2011 Kimley-Horn)
4. Murphy Road south of FM 544 - 20,000 ADT (2009 TxDOT)

Adjacent Streets:

- A. FM 544 West of FM 2551 - 38,600 ADT (2011 Kimley-Horn)
- B. Murphy Road south of FM 544 - 20,000 ADT (2009 TxDOT)





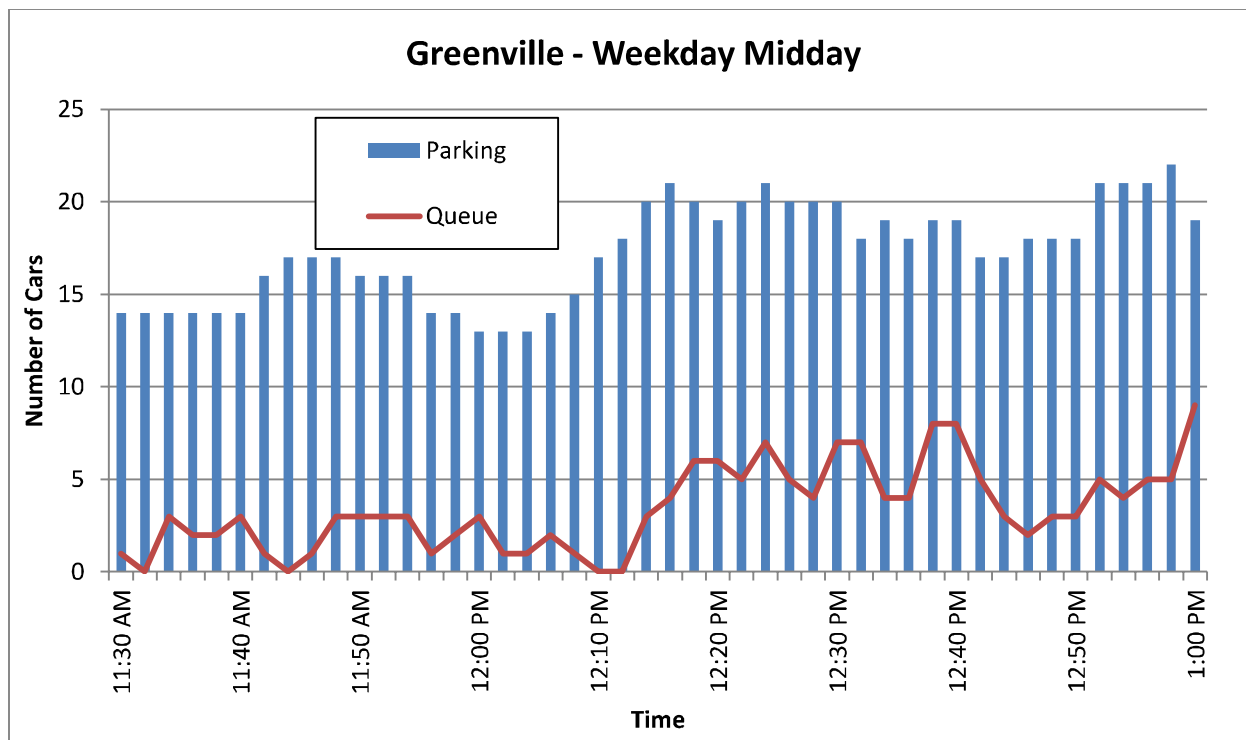


Figure 1. Greenville Weekday MIDDAY Parking Demand and Queue Length

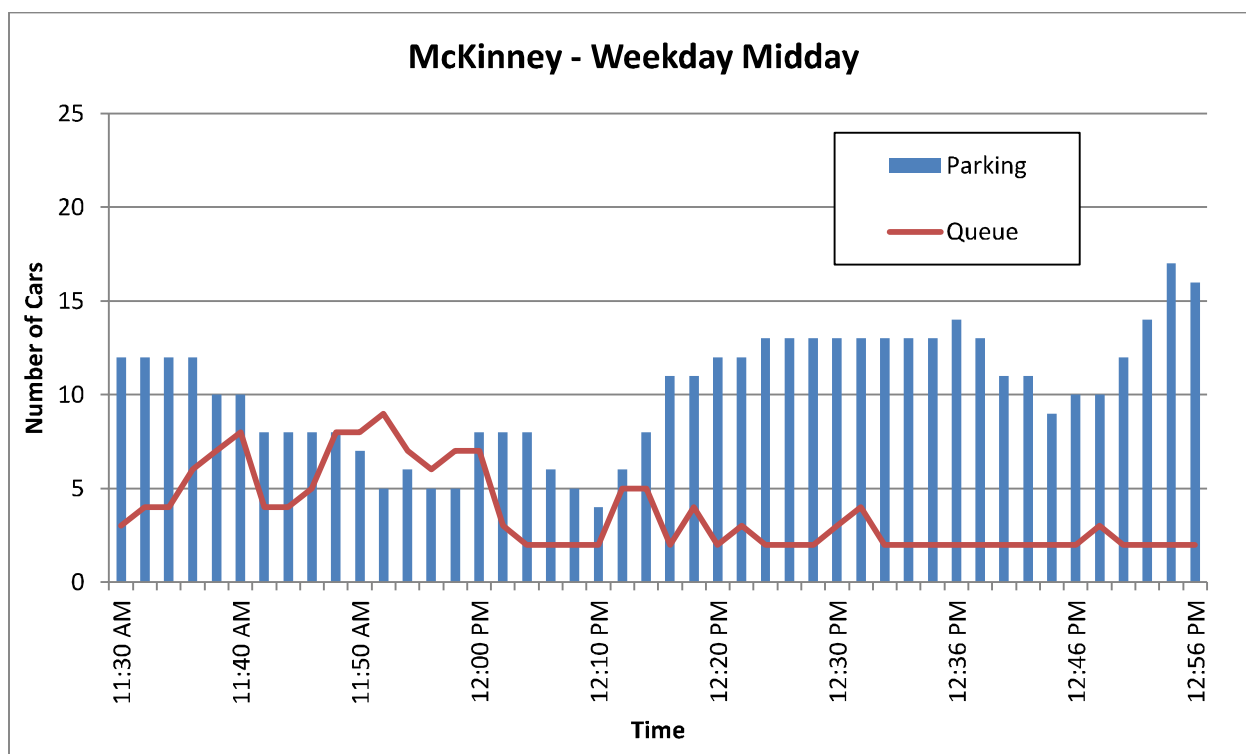


Figure 2. McKinney Weekday MIDDAY Parking Demand and Queue Length

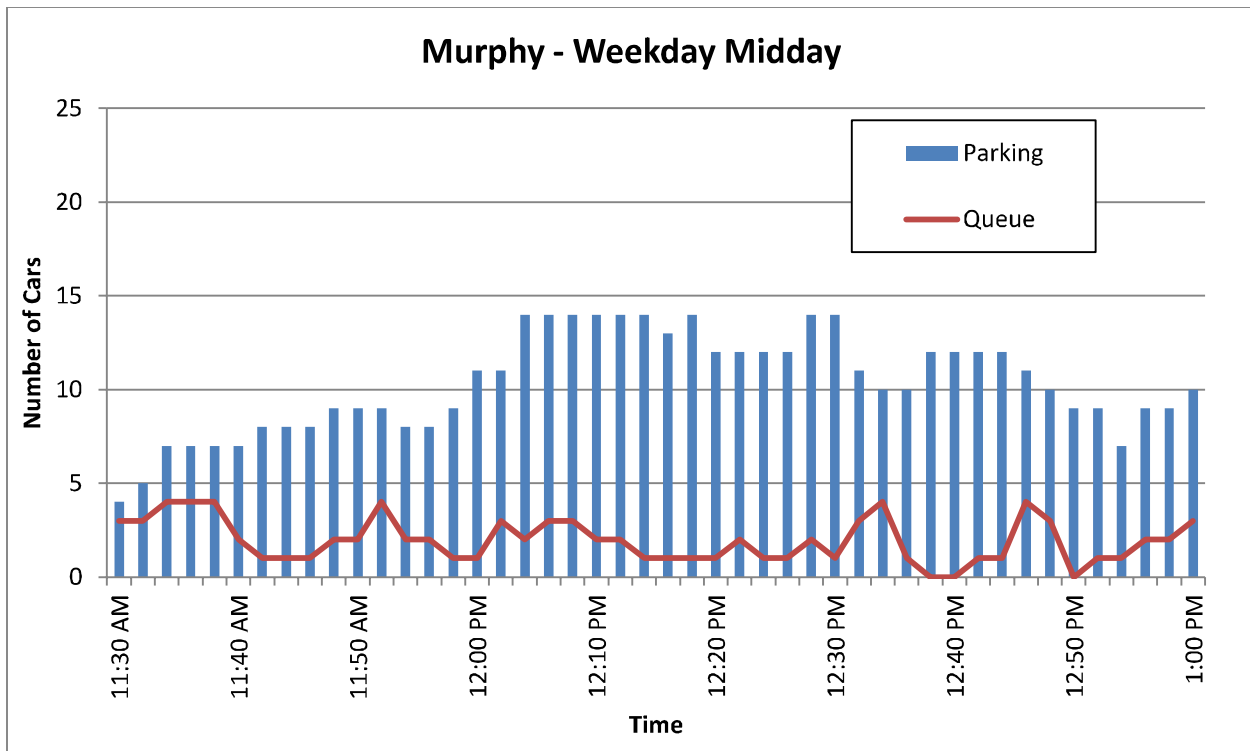


Figure 3. Murphy Weekday Midday Parking Demand and Queue Length

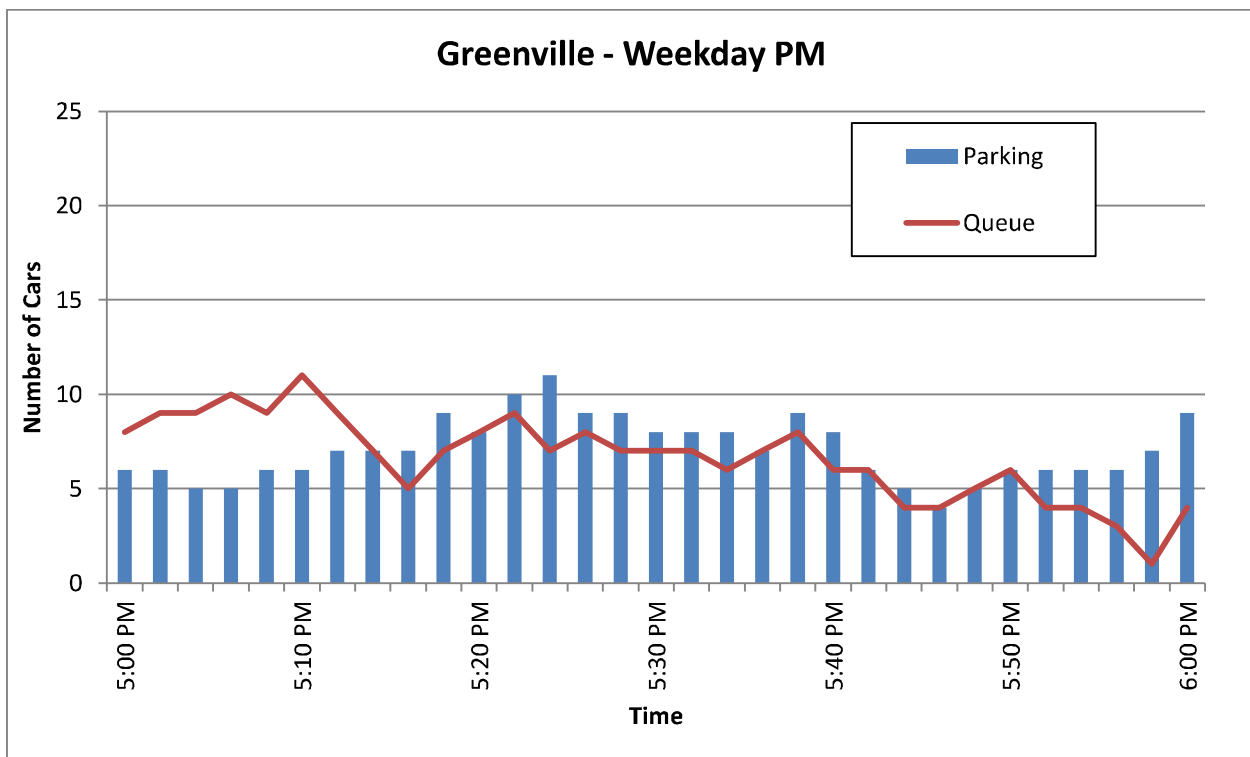


Figure 4. Greenville Weekday PM Parking Demand and Queue Length

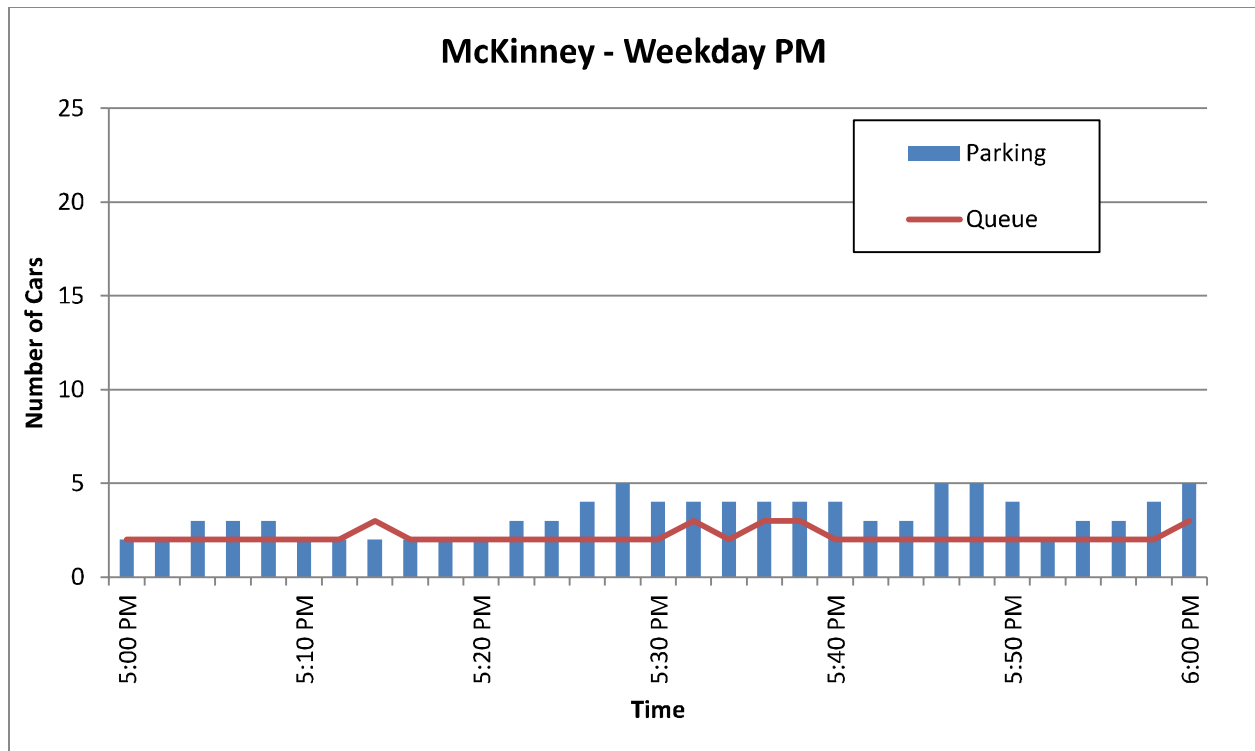


Figure 5. McKinney Weekday PM Parking Demand and Queue Length

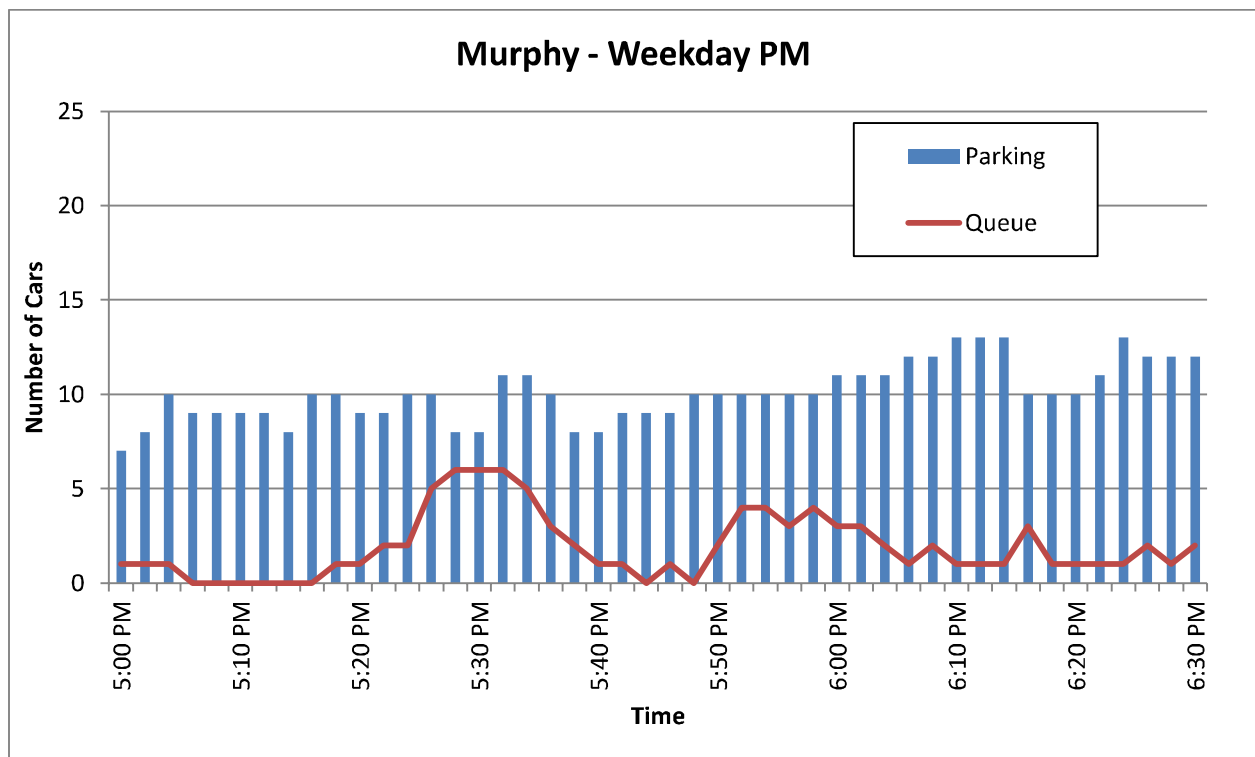


Figure 6. Murphy Weekday PM Parking Demand and Queue Length

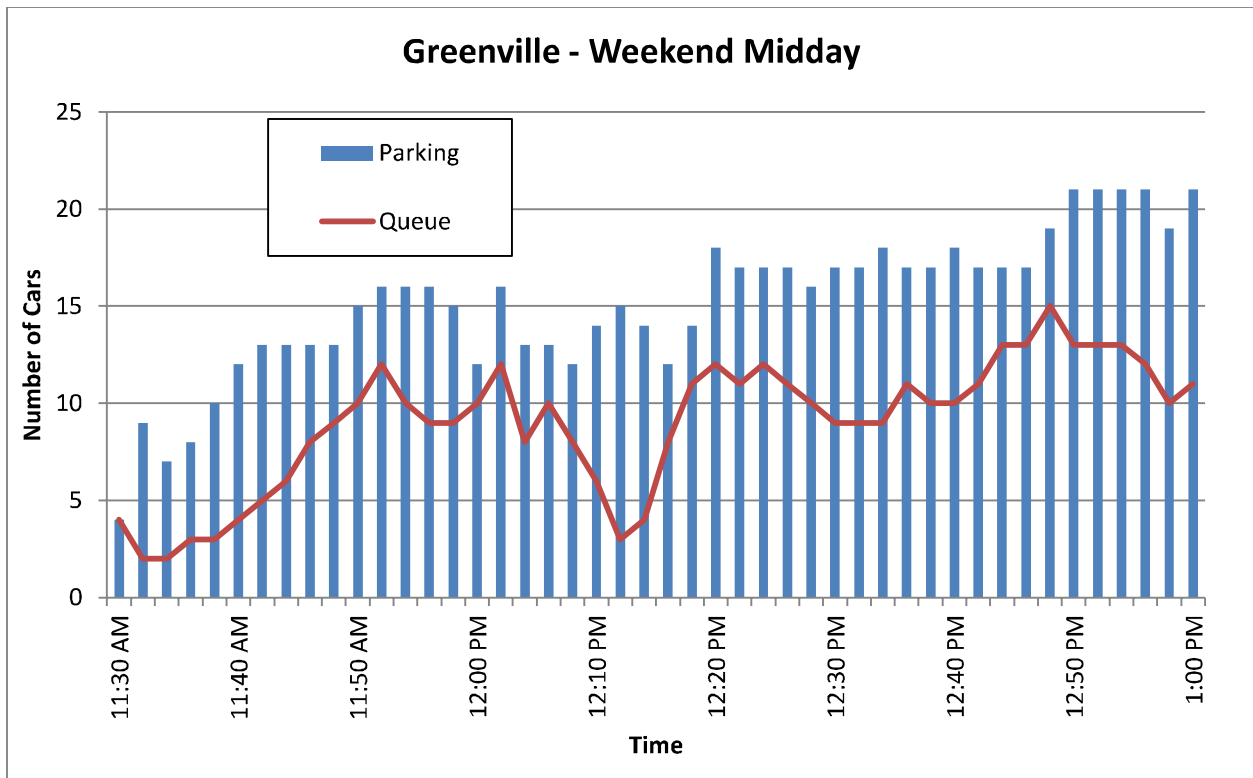


Figure 7. Greenville Weekend Midday Parking Demand and Queue Length

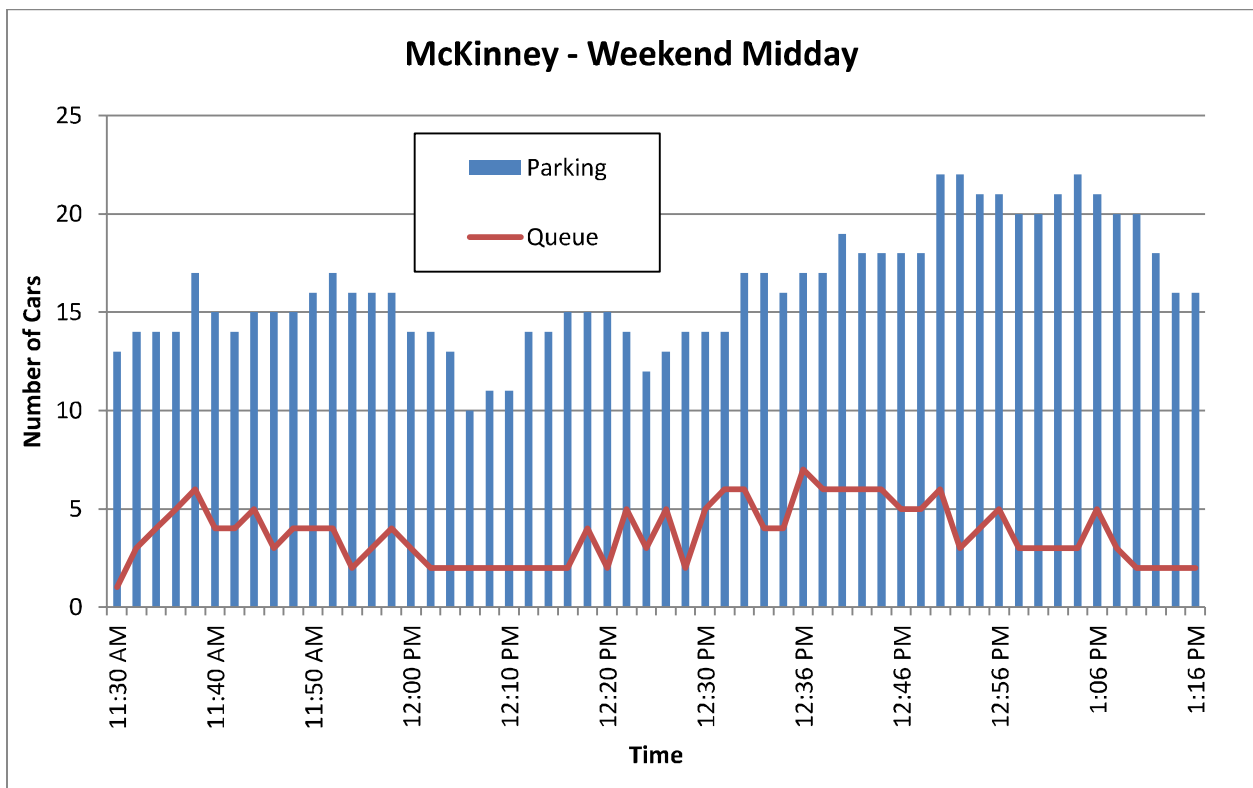


Figure 8. McKinney Weekend Midday Parking Demand and Queue Length

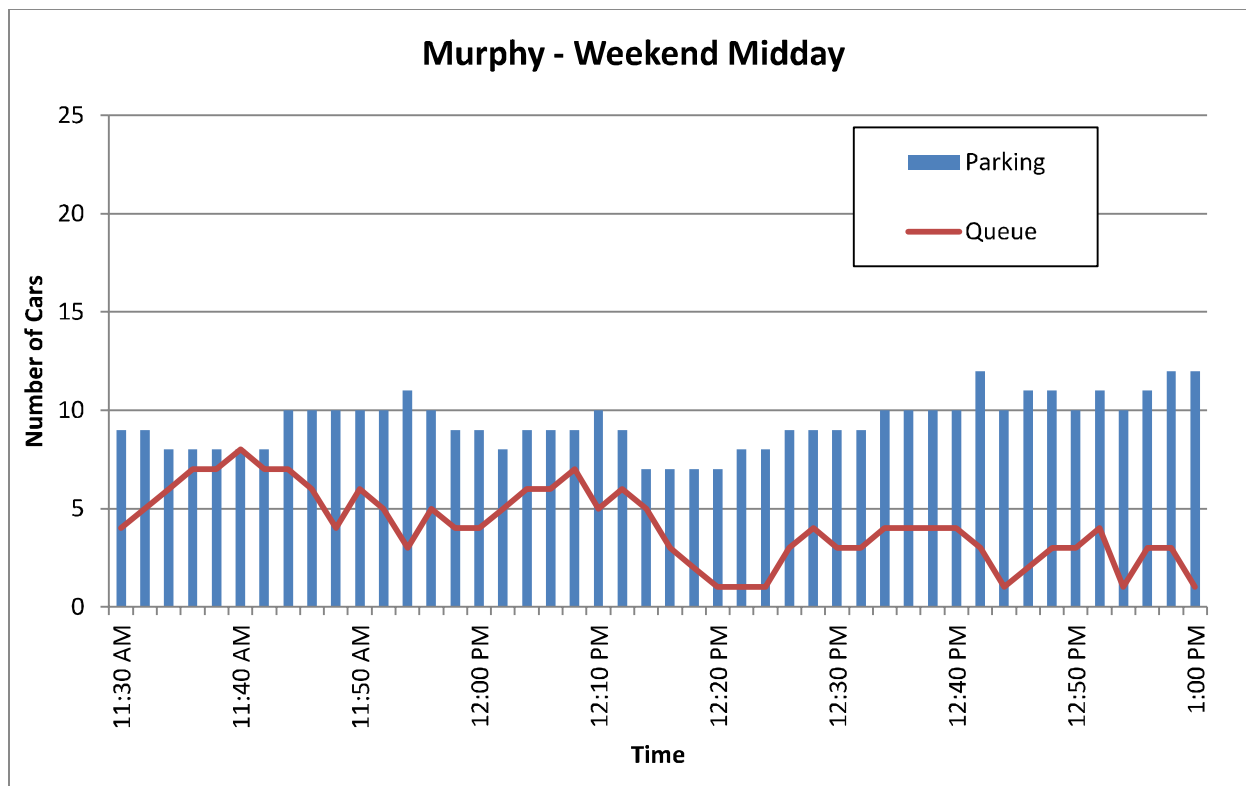


Figure 9. Murphy Weekend Midday Parking Demand and Queue Length

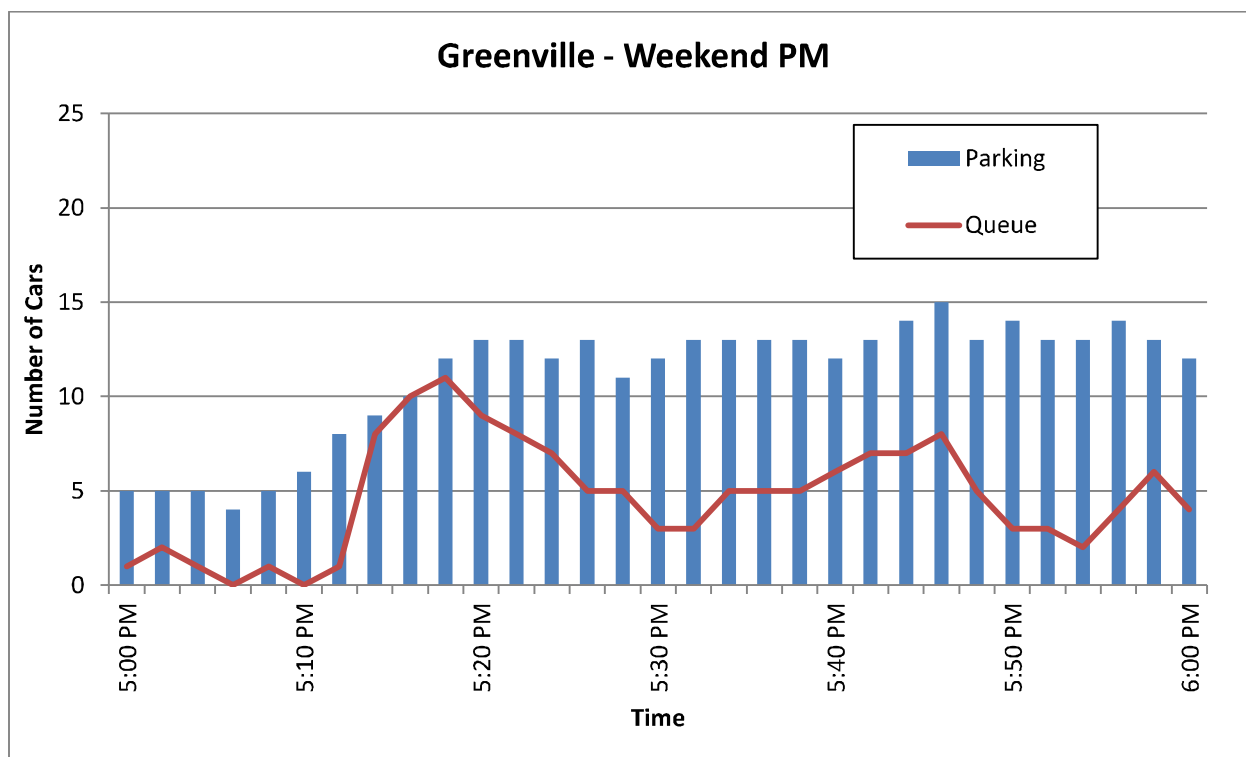


Figure 10. Greenville Weekend PM Parking Demand and Queue Length

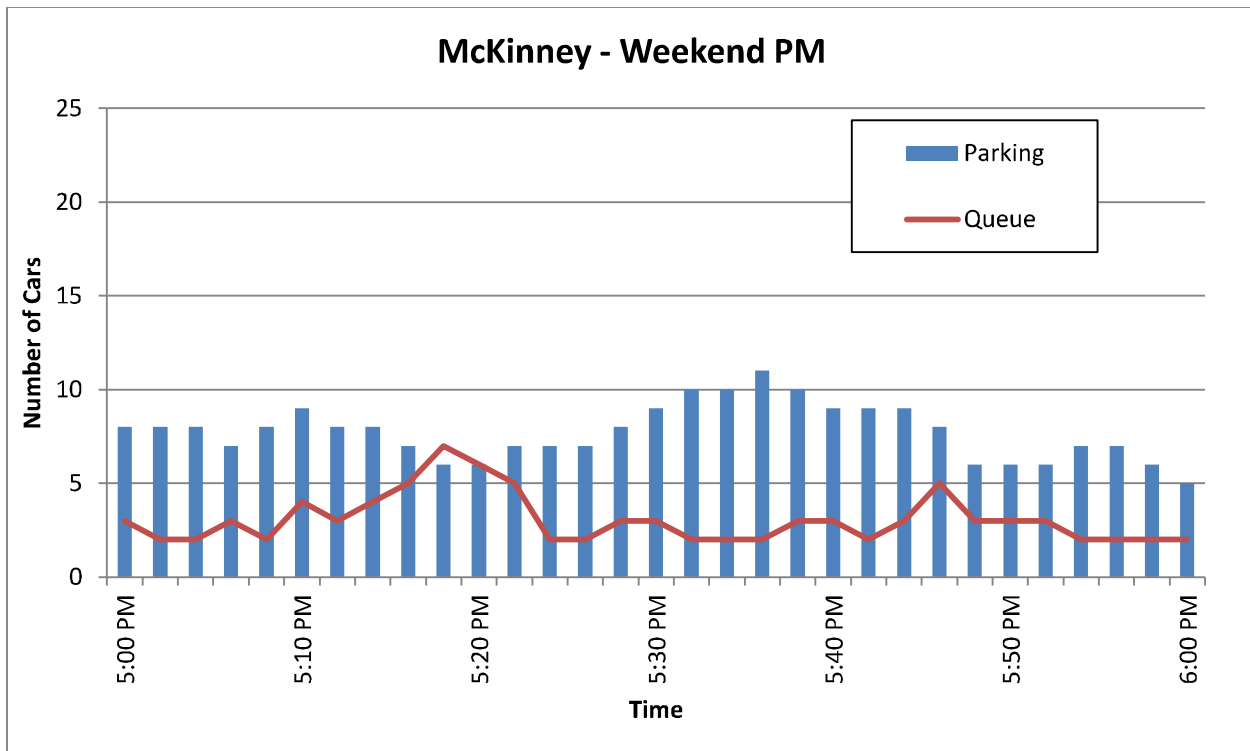


Figure 11. McKinney Weekend PM Parking Demand and Queue Length

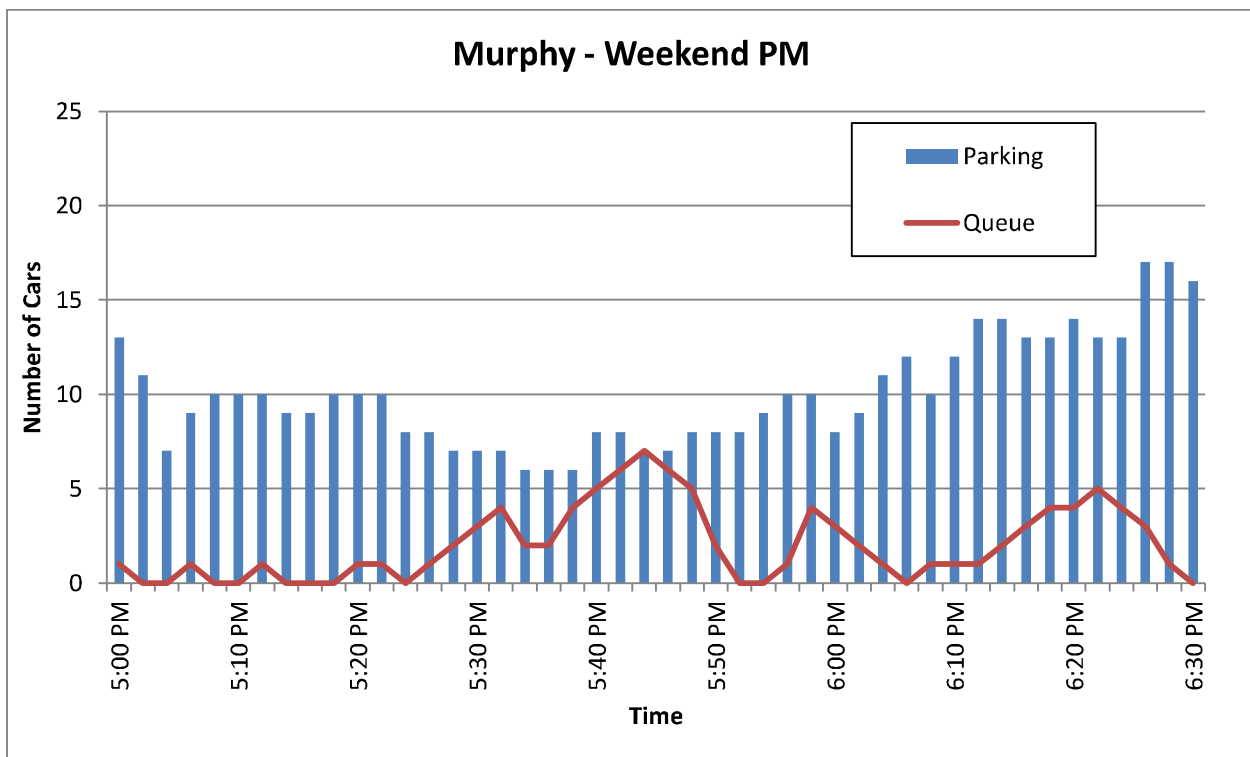


Figure 12. Murphy Weekend PM Parking Demand and Queue Length

TRIP GENERATION EVALUATION FOR
THE PROPOSED RAISING CANE'S RESTAURANT
AT EL TORO ROAD AND AVENIDA DE LA CARLOTA
IN THE CITY OF LAGUNA HILLS

INTRODUCTION

This report has been prepared to evaluate the trip generating characteristics of a proposed Raising Cane's restaurant, compared to an existing gasoline/service station use at El Toro Road and Avenida de la Carlota in the City of Laguna Hills. This information will be used to determine the level of additional traffic analysis needed, if any, to complete the entitlement process for the proposed Raising Cane's restaurant.

PROJECT DESCRIPTION

The project site is located on the corner of the intersection of El Toro Road and Avenida de la Carlota, in the City of Laguna Hills. The site consists of a gasoline/service station with eight fueling positions and a drive-through car wash. Access to the site lot is provided via two driveways: one 36-foot driveway on El Toro Road; and one 36-foot driveway on Avenida de la Carlota, which is shared with the adjacent business (a Don Jose's restaurant).

The proposed project would replace the gas station with a Raising Cane's fast food restaurant with a drive-through. The restaurant building would be 2,882 square feet, and the parking lot would provide approximately 35 parking spaces. The site driveway on El Toro would be replaced by a dedicated entrance driveway and a dedicated exit driveway. The driveway on Avenida de la Carlota will stay in the same location as existing, but be reconstructed to meet current city standards.

PROJECT TRAFFIC

Existing Roadway Volumes

Traffic counts on Arterial Highways and Freeways are compiled by the Orange County Transportation Authority (OCTA), based on data provided by local jurisdictions. The traffic counts on Interstate-5, El Toro Road, and Avenida de la Carlota adjacent to the proposed Raising Cane's restaurant are as follows:

Interstate-5: 345,000 ADT (2014)

El Toro Road: 55,600 ADT (2013)

Avenida de la Carlota: 30,800 ADT (2013)

Trip Generation

This trip generation comparison has been prepared to determine the net change in site-generated traffic that would result from the change in use from the existing gas station business to the proposed Raising Cane's restaurant. Trip generation estimates are based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition (2012).

- ITE Category 946 – Gasoline/Service Station with Convenience Market and Car Wash was used to estimate the trips generated by the current gas station business.
- ITE Category 934 – Fast-Food Restaurant with Drive-Through Window was used to estimate the trips that would be generated by the proposed Raising Cane's restaurant.

The ITE trip generation rates and resulting trip generation for the existing and proposed uses are summarized on Table 1.

- It is estimated that the gas station currently generates approximately 1,223 trips per day, with 94 trips (48 inbound and 46 outbound) in the morning peak hour, and 111 trips (57 inbound and 54 outbound) in the evening peak hour.
- It is estimated that a fast-food restaurant with drive-through would generate approximately 1,430 trips per day, with 131 trips in the morning peak hour (67 inbound and 64 outbound) and 94 trips (49 inbound and 45 outbound) in the evening peak hour.
- Since Raising Cane's restaurants do not open until 10:00 AM, the actual trips in the morning peak hour are expected to be nominal, and the daily trip generation would be reduced accordingly. For a more conservative approach, this analysis is based on the full trip-making for a fast-food restaurant.
- When pass-by reductions are taken into account, the net trip generation for each use would be commensurately less than the unadjusted trip generation rates. The ITE Trip Generation Manual indicates that the gas station pass-by rates are 62% and 56% in the morning and evening peak hours, respectively; and the fast-food pass-by rates are 49% and 50% in the morning and evening peak hours, respectively.
- Comparing the existing gas station trip generation to the proposed restaurant project trips, a fast-food restaurant with drive-through is estimated to generate 216 additional trips on a daily basis, with 32 more trips in the morning peak hour, and 3 fewer trips in the evening peak hour.

JURISDICTIONAL REQUIREMENTS

County of Orange / Orange County Transportation Authority

The project site is located on El Toro Road, which is designated as a Congestion Management Program (CMP) facility on the Orange County CMP Highway System. The intersection of Avenida de la Carlota and El Toro Road is a CMP Monitored Intersection, which means the target Level of Service of the intersection is LOS E. The City of Laguna Hills is required to maintain an acceptable Level of Service (LOS E or better) at this intersection in order to remain eligible for Measure M transportation funding. The most recent monitored Level of Service reported for this intersection (in 2013) by the City of Laguna Hills is LOS A in both the morning and evening peak hours.

The Orange County CMP states that “a Traffic Impact Analysis (TIA) will be required for CMP purposes for all proposed developments generating 2,400 or more daily trips,” and that “for developments which will directly access a CMP Highway System link, the threshold for requiring a TIA should be reduced to 1,600 or more trips per day.”

Based on the trip generation analysis outlined above, the project would generate less than 1,600 new daily trips (increase over existing traffic) and will generate less trips than existing during both peak hours. Therefore, it is not expected that a CMP-level analysis would be required for the project.

City of Laguna Hills

The City of Laguna Hills Traffic Study Guidelines state that: “A project that generates less than 50 peak hour trips or less than 500 trip ends per day; has less than a 0.01 impact to the ICU at a nearby intersection; and is consistent with the zoning/general plan designation for the property would require an access circulation / parking review letter only. This type of study would analyze specific impacts at the site itself and ensure that appropriate design measures be implemented with the project.”

Based on this standard, it can be anticipated that the City would not require a project build-out traffic study, but would likely require review of the following:

- The design, location, and sight distance for the site entries;
- The drive-through location, length, and queuing capacity;
- The on-site parking, compared to City code.
 - Note: Based on the City’s parking code requirement of “10 stalls or 1 stall per 50 square feet of gross floor area, whichever is greater,” the proposed Raising Cane’s project would require 58 parking spaces. The site plan reflects 35 parking spaces. A parking variance study may be needed.

TABLE 1 COMPARISON OF TRIP GENERATION EXISTING GAS / SERVICE STATION WITH CAR WASH VS. PROPOSED RAISING CANE'S RESTAURANT											
Land Use	ITE Code	Unit	Trip Generation Rates ¹								
			Daily	AM Peak Hour			PM Peak Hour				
				In	Out	Total	In	Out	Total		
Gasoline/Service Station w/ Conv. Mkt. & Car Wash	946	Fueling Position	152.840	6.038	5.802	11.840	7.069	6.791	13.860		
Fast-Food Restaurant w/ Drive-Through	934	KSF	496.120	23.164	22.256	45.420	16.978	15.672	32.650		
Land Use	Quantity	Unit	Trip Generation Estimates								
			Daily	AM Peak Hour			PM Peak Hour				
				In	Out	Total	In	Out	Total		
Existing Use											
Gasoline/Service Station w/ Conv. Mkt. & Car Wash	8	Fueling Position	1,223	48	46	94	57	54	111		
Pass-by Trips (62% AM, 56% PM) ^{2,3}			-121	-30	-29	-59	-32	-30	-62		
Total Existing Trips			1,102	18	17	35	25	24	49		
Proposed Use											
Fast-Food Restaurant w/ Drive-Through	2,882	KSF	1,430	67	64	131	49	45	94		
Pass-by Trips (49% AM, 50% PM) ^{2,3}			-112	-33	-31	-64	-25	-23	-48		
Total Proposed Project Trips			1,318	34	33	67	24	22	46		
Net Difference (Proposed Minus Existing)			216	16	16	32	-1	-2	-3		
¹ Source: Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition. The daily rate for the Fast-Food Restaurant was adjusted to deduct the AM Peak Hour trips, since Raising Cane's restaurants do not open until 10:00 AM.											
² Source: Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition - Volume 1: User's Guide and Handbook											
³ Note: The User's Guide and Handbook does not provide pass-by rates for daily trip generation. The daily pass-by trips shown are the sum of the AM and the PM pass-by trips.											

SUMMARY OF FINDINGS

Date: April 2, 2015

Subject: Parking Study Summary of Findings

The proposed Raising Cane's project is in Orange County and was studied for trip generation based on the Institute of Traffic Engineers (ITE) Trip Generation Manual, 9th Edition. The location is:

- Interstate-5/El Toro in Laguna Hills.

Three Texas Raising Cane's restaurants in the Dallas metropolitan area were studied for parking and queuing demand. The three locations are:

- Greenville Avenue in Dallas,
- US 75/US 380 in McKinney,
- FM 544/Murphy Road in Murphy.

Traffic counts for all four restaurants locations were collected from available data sources. The Laguna Hills restaurant property can be accessed from the following adjacent roadways: west bound on El Toro (24,300) and both directions on Avenida De La Carlota (30,800). The adjacent roadways that access the Texas restaurants and the Average Daily Trips for the adjacent roadways are provided in the Parking and Queuing Study. Below in Table 1 is a summary of the average daily traffic counts on adjacent roadways for the four projects. The Laguna Hills and Murphy locations have similar traffic counts on adjacent roadways with access to the restaurants.

Table 1 – Traffic Counts on Adjacent Roadways

Location	Adjacent 1	Adjacent 2	Total
Laguna Hills	24,300	30,800	55,100
Dallas	24,900	--	24,900
McKinney	18,300	3,800	22,100
Murphy	38,600	20,000	58,600

In Table 2 below, traffic counts on adjacent roadways and available parking of the Dallas restaurants are compared to the Laguna Hills restaurant. Additionally, the parking available at the Texas restaurants is presented as a percentage of the parking stalls proposed at the Laguna Hills restaurant.

Table 2 – Traffic Counts and Parking Provided

Location	Traffic Counts*	% of Laguna Hills Traffic	Parking Provided	% of Laguna Hills Parking
Laguna Hills	55,100	--	35	--
Dallas	24,900	45.2%	26	74.3%
McKinney	22,100	40.1%	17	48.6%
Murphy	58,600	106.4%	18	51.4%

*A sum of Traffic Counts on Adjacent Roadways

In Table 2 we can see that Murphy and Laguna Hills have comparable traffic counts, while the Murphy restaurant provides roughly 51% of the parking proposed for the Laguna Hills restaurant. Table 3 below shows the parking demand and percentage of parking used for each of the three Texas restaurants.

During a weekend afternoon observation the Murphy restaurant parking field had its largest demand for parking. At this time approximately 95% of the parking lot, 17 parking stalls, was occupied.

The McKinney restaurant was the only restaurant to experience a full parking lot condition. The full lots were observed during the Weekday Midday and Weekend Midday time periods. During the Weekday Midday condition patrons were observed parking in adjacent store parking stalls and walking to the Raising Cane's. The total maximum parking stall occupancy during these two times was 22 parking stalls.

Table 3 – Parking demand
Weekday Midday

Location	Parking Provided	Average Demand	Maximum Demand	Max Demand as % of Parking
Dallas	26	17	22	84.6%
McKinney	17	11	17	100.0%
Murphy	18	11	14	77.8%

Weekday Night

Location	Parking Provided	Average Demand	Maximum Demand	Max Demand as % of Parking
Dallas	26	8	11	42.3%
McKinney	17	4	5	29.4%
Murphy	18	11	13	72.2%

Weekend Midday

Location	Parking Provided	Average Demand	Maximum Demand	Max Demand as % of Parking
Dallas	26	16	21	80.8%
McKinney	17	15	22	129.4%*
Murphy	18	10	12	66.7%

Weekend Night

Location	Parking Provided	Average Demand	Maximum Demand	Max Demand as % of Parking
Dallas	26	11	15	57.7%
McKinney	17	8	11	64.7%
Murphy	18	10	17	94.4%

When parking use for all restaurants is compared, a maximum of 22 parking stalls are required to serve the Raising Cane's restaurants. Observations of 22 parking stalls were during Weekday Midday and Weekend Midday periods. The design of the Laguna Hills restaurant includes 35 parking stalls which is 13 stalls greater than maximum parking stall demand for all of the Texas restaurants. Table 4 below shows that if the Laguna Hills restaurant experiences the same maximum demand for parking as the Texas restaurants, that the Laguna Hills parking lot would be at most, approximately 63% full during peak demand periods.

Table 4 – Maximum Demand

Time Period	Maximum Demand	% of Laguna Hills Parking
Weekday Midday	22	62.9%
Weekday Night	11	31.4%
Weekend Midday	22	62.9%
Weekend Night	17	48.6%

In summary, the Murphy store is located on arterials that have equivalent traffic counts as the proposed Laguna Hills location. During maximum demand periods the Murphy restaurant had 17 parking stalls occupied. If the Laguna Hills restaurant experiences demands similar to the Murphy restaurant, the Laguna Hills parking lot is anticipated to be approximately 48% full.

During maximum demand periods, the McKinney restaurant had 22 parking stalls occupied but is located on adjacent roadways with less than half of the average daily trips as the Murphy restaurant and the proposed Laguna Hills restaurant location. Similarly, during maximum demand periods, the

Dallas restaurant had 22 parking stalls occupied, but like McKinney, is located on adjacent roadways with less than half of the average daily trips as the Murphy restaurant and the proposed Laguna Hills restaurant location.

The average daily trips of the adjacent roadways at the Dallas and McKinney restaurants are relatively close in number. The average parking demand varies between the two restaurants, but the maximum demands are relatively close. If the parking demand data for the Murphy restaurant is ignored, one may conclude that if average daily trips of the roads fronting a Raising Cane's increases, then the parking demand must also increase. However, the inclusion of the Murphy data shows that this is not the case. The average parking demand for the Murphy and McKinney restaurants is the same, despite the Murphy restaurant being located on adjacent roadways with average daily trips more than double that of the McKinney location. This suggests that the average daily trips of the adjacent roadways do not directly affect the demand for parking at the restaurant.

There are many possible explanations for the average daily trips and the parking demand not being directly correlated. For instance, Raising Cane's restaurants have a limited menu that only appeals to certain people and therefore the demand for the product is limited by the people that desire their food. The data collected from the three Texas locations appears to support this correlation. The restaurants are located in different sections of the greater Dallas metropolitan area, on adjacent roadways with different average daily trips, yet each restaurant experienced a peak parking demand of approximately 20 stalls at various times.

In the absence of data for Raising Cane's in California, drawing conclusions from the data collected at the Texas restaurants is appropriate for guiding design decisions for the proposed restaurant location in Laguna Hills. Using the data available and designing to the peak demand the Laguna Hills restaurant should have no fewer than 22 parking stalls.

Attachment 6

RK Engineering Memo Regarding Parking and Queuing

April 3, 2015

Kenneth Rosenfield
CITY OF LAGUNA HILLS
24035 El Toro Road
Laguna Hills, CA 92653

**Subject: Raising Cane's Restaurant Parking and Queuing Analysis Review #6,
City of Laguna Hills**

Dear Mr. Rosenfield:

Introduction

RK ENGINEERING GROUP, INC. (RK) has reviewed the revised site plan dated March 23, 2015 for the Raising Cane's Restaurant to be located at the northwest corner of El Toro Road and Avenida De La Carlota, in the City of Laguna Hills. Also, we have reviewed the additional parking study summary of findings dated March 26, 2015 along with the trip generation evaluation for the proposed Raising Cane's Restaurant dated January 2015. Also we have reviewed the previous November 19, 2014 Raising Cane's Restaurant parking and queuing analysis.

Site Plan

The applicant has made a major change to the better in the site plan for the project. This has included major modifications to the drive-thru lane which now provides a minimum of 15 vehicles used within the drive-thru lane and drive aisle. This is an improvement over the previous plans that potentially could have blocked the driveway at El Toro Road. Access to El Toro Road has been modified to include an inbound lane on the north side of the site and an outbound lane located in close proximity to the existing driveway. This eliminates the conflicts that previously would have occurred near the exit to the drive-thru lane.

Project access to Avenida De La Carlota is retained and would provide access to the adjoining restaurant property. The revised plan provides for a total of 35 parking spaces which has been reduced from the previous plan, however, it meets the expected parking demand based upon the technical studies submitted by the applicant. The site plan will require extensive pavement markings and signage to enforce the one-way traffic flow included in the site plan. However, this is identified on the site plan itself. Based upon this revised plan, it is substantially better from a traffic circulation and queuing standpoint than all of the previous plan.

Parking Study Summary of Findings (March 26, 2015)

RK has reviewed this document and found a couple of items that should be corrected in the final document. As we have discussed for the Laguna Hills site, El Tora Road currently carries approximately 55,600 ADT adjacent to the site and Avenida de La Carlota has approximately 30,800 ADT for a total frontage ADT of 86,400. This is substantially greater than what was observed at the other Raising Cane's sites in the state of Texas. Furthermore, page 2 of the document indicates that the proposed site would include 43 parking spaces. Based upon the revised March 23, 2015 site plan, there are 35 parking spaces provided. Based upon the applicants parking surveys, it appears that the proposed site can be accommodated with the proposed parking.

Trip Generation Evaluation for the Proposed Raising Cane's Restaurant (January 2015)

This document appears to be based upon a previous version of the site plan. It indicates 39 parking spaces would be provided and the driveway on El Toro Road would stay in the same location but would be reduced to 28 feet width. The parking provided is based upon the latest plan, 35 parking spaces, and the inbound and outbound driveways have been split at El Toro Road as shown on the March 23, 2015 site plan. This should be corrected. Also the traffic volumes on El Toro Road and Avenida de La Carlota are not correct based upon City information. As previously noted, El Toro Road currently has 55,600 ADT and Avenida de La Carlota has 30,800 ADT. Again on page 3 of the document, 39 parking spaces are referenced, however, 35 are currently proposed.

Conclusions

RK has reviewed the reviewed the revised site plan and other technical documents submitted for the Raising Cane's Laguna Hills Project. The revised site plan has substantially improved over previous plans and provides sufficient queuing area to accommodate projected peak demand. Also, 35 parking spaces appears to be adequate based upon the applicants parking survey of other similar sites.

Kenneth Rosenfield
CITY OF LAGUNA HILLS
April 3, 2015
Page 3

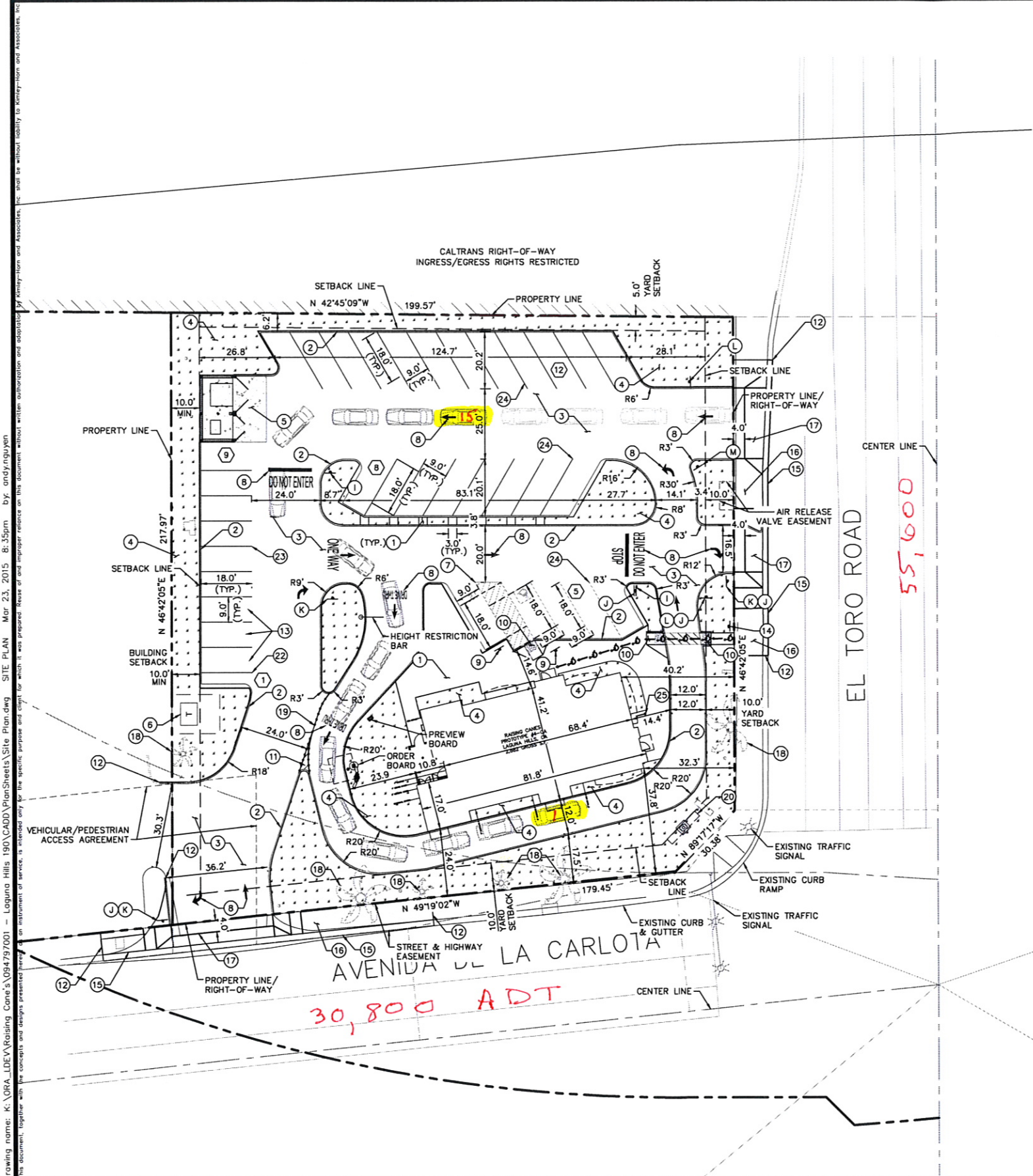
RK appreciates this opportunity to work with the City of Laguna Hills. If you have any questions regarding this, please give me a call.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Robert Kahn", followed by a long, horizontal, slightly wavy line that extends to the right.

Robert Kahn, P.E.
RK ENGINEERING GROUP, INC.
Principal

XC: Katie Crockett, City of Laguna Hills



LEGEND:

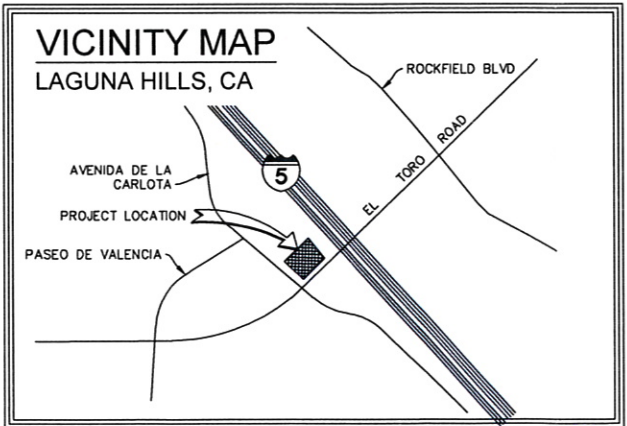
	PROPERTY LINE
	SETBACK LINE
	STANDARD DUTY ASPHALT CONCRETE PAVEMENT
	STANDARD DUTY CONCRETE PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	LANDSCAPE/PLANTER AREA
	ACCESSIBLE ROUTE (LOCATION PURPOSES ONLY, DO NOT PAINT)
	SIGN POST
	ACCESSIBLE PARKING SPACE
	DETECTABLE WARNING
	NUMBER OF PARKING SPACES

CONSTRUCTION NOTES:

- 1 CONCRETE SIDEWALK
- 2 CONCRETE CURB
- 3 STANDARD DUTY ASPHALT CONCRETE PAVEMENT
- 4 LANDSCAPE/PLANTER AREA.
- 5 TRASH ENCLOSURE AREA TO BE HEAVY DUTY CONCRETE PAVEMENT
- 6 TRANSFORMER PAD
- 7 ACCESSIBLE 60' PARKING STALL STRIPING
- 8 DIRECTIONAL MARKING
- 9 ACCESSIBLE PARKING STALL ON POLE
- 10 ACCESSIBLE RAMP WITH DETECTABLE WARNING (TRUNCATED DOMES)
- 11 4" THICK WHITE STRIPING 60', 36" O.C.
- 12 JOIN EXISTING CURB, CURB & GUTTER, SIDEWALK.
- 13 "CLEAN AIR/VAN POOL/EV" IN 12" HIGH WHITE LETTERS AT THE END OF PARKING STALL
- 14 ADA PATH OF TRAVEL SIGN
- 15 PUBLIC CURB AND GUTTER PER CITY OF LAGUNA HILLS STANDARD PLAN 120-0
- 16 PUBLIC SIDEWALK PER CITY OF LAGUNA HILLS STANDARD PLAN 1205
- 17 DRIVEWAY PER CITY OF LAGUNA HILLS STANDARD PLAN 1210
- 18 EXISTING TREES TO REMAIN
- 19 6" THICK WHITE STRIPE WITH 6" ROUND PAVEMENT MARKERS AT 24" OC.
- 20 PYLON SIGN (5.0' MIN. SETBACK)
- 21 NOT USED
- 22 STANDARD MOTORCYCLE PARKING STALL STRIPING
- 23 STANDARD 90' PARKING STALL STRIPING
- 24 STANDARD 60' PARKING STALL STRIPING
- 25 3 LOOP/5 BIKE CAPACITY BIKE RACK PER LANDSCAPE ARCHITECT'S PLANS

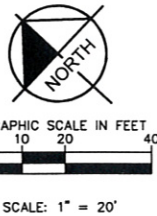
SITE DATA

PROJECT DESCRIPTION:	DEMOLITION OF EXISTING GAS STATION AND NEW CONSTRUCTION OF A RAISING CANE'S RESTAURANT		
ADDRESS:	23971 EL TORO ROAD LAGUNA HILLS, CA 92563		
ZONING DISTRICT:	VC		
LAND USE:	VILLAGE COMMERCIAL		
FLOOD ZONE:	ZONE X - AREA OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD		
TOTAL DISTURBED AREA:	41,003 S.F.	(0.94 AC)	
TOTAL PAD AREA:	2,882 S.F.	(0.07 AC)	
LOT COVERAGE:			
TOTAL SITE AREA:	41,003 S.F.	(0.94 AC)	100%
BUILDING AREA:	2,882 S.F.	(0.07 AC)	7.3%
IMPERVIOUS AREA:	26,373 S.F.	(0.60 AC)	64.5%
LANDSCAPE AREA:	11,748 S.F.	(0.27 AC)	28.2%
PARKING/LANDSCAPE BUFFER:			
FRONT:	10.0'		
REAR:	5.0'		
SIDE (E):	10.0'		
SIDE (W):	10.0'		
PARKING SUMMARY:	2,882 S.F. - 225 S.F. (RESTROOM AREAS) = 2,657 S.F. 2,657 S.F. (1 STALL/50 S.F.) = 53 STALLS REQUIRED PER CITY CODE ADA PARKING FOR 41-80 PARKING STALLS = 2 ADA PARKING STALLS REQUIRED PER CITY CODE TOTAL NUMBER OF PARKING SPACES = 35 STALLS; NUMBER OF REQUIRED DESIGNATED STALLS FOR LOW-EMITTING, FUEL-EFFICIENT, AND CARPOOL/VANPOOL VEHICLES (PER 2010 CALIFORNIA GREEN BUILDING STANDARDS) = 3.		
PARKING TABLE:	REQUIRED	PROVIDED	
STANDARD	51	29	
COMPACT (C)	-	1	
MOTORCYCLE	-	3	
DESIGNATED	3	3	
ACCESSIBLE	-	3	
TOTAL:	53	35	



SIGN INFORMATION

- 1 CMUTCD SIGN R5-1 - "DO NOT ENTER"
- 2 CMUTCD SIGN R1-1 - "STOP"
- 3 CMUTCD SIGN R3-5(RT) - "RIGHT TURN ONLY"
- 4 CMUTCD SIGN R3-2 - "NO LEFT TURN"
- 5 CMUTCD SIGN R3-1 - "NO RIGHT TURN"



DIGALERT DIAL BEFORE YOU DIG TOLL FREE 1-800-227-2600 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT	ISSUE DATE DESCRIPTION 1 03/23/2015 SITE PLAN	AN DRAWN BY NK CHECKED BY TH RECOMMENDED	ENGINEER'S SEAL Kimley»Horn 765 THE CITY DRIVE, SUITE 200 ORANGE, CA 92668 (714) 939-1030 PREPARED UNDER THE DIRECT SUPERVISION OF: TYLER HOLST, R.C.E. NO. 71438 DATE: 03/23/15 EXP: 12/31/15	CITY OF LAGUNA HILLS BUILDING DEPARTMENT APPROVED BY: _____ DATE: _____ CITY OF LAGUNA HILLS CITY ENGINEER REVIEWED AND RECOMMENDED BY: _____ DATE: _____	Raising Cane's 23971 EL TORO RD LAGUNA HILLS, CA 92653	CITY OF LAGUNA HILLS SITE PLAN 03/23/2015	No.2
---	--	---	---	--	---	--	-------------

Attachment 7

Master Sign Program

4/28/2015 1



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BRAND BOOK

NO. 4.5.1



**23971 El Toro Road/C0190
Laguna Hills, CA
04/13/2015**

SITEMAP



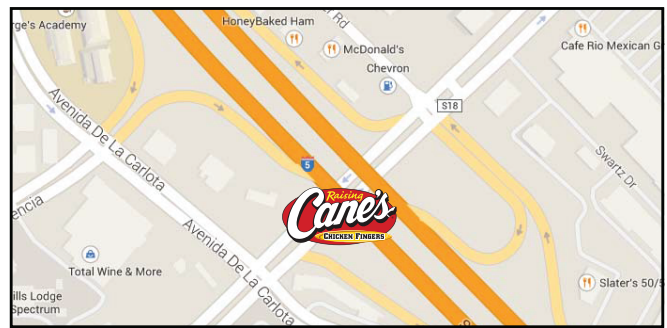
QTY.	CODE	DESCRIPTION
A	3	WS-8FT 4 x 8 Wall Sign
B	1	ONS Open Neon Sign*
C	1	CFNS Chicken Fingers Neon Sign
D	1	PMRL Painted Mural
E	1	BD-1 Blue Dog
F	1	DTMB Menu Board*
G	1	MON Monument @ 4' OAH
H	1	Pylone Freeway Pylon (reface)

TOTAL SIGN SQUARE FOOTAGE = **286.97sf**
 * for placement purposes
 not included in total square footage

CODE CHECK

Mural Allowed	BLUE DOG	MURAL
Blue Dog framed, no banner, review required	YES ☐	☒
LED Border	NO ☐	☐
	Var. Req'd ☐	☐

LOCATION MAP



4/28/2015 ITEM NO. 4.5.1

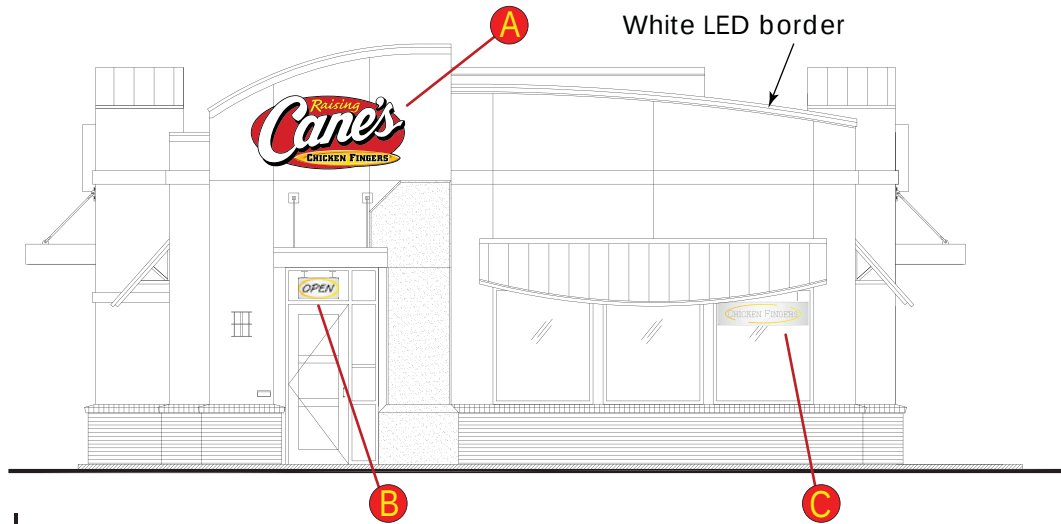


Location: Laguna Hills, CA	AGI Rep: G.W.	Drawn by: C.MIRAMONTES
Survey ID: N/A	Project Title: Raising Cane's	
Site ID: C0190	Scale: NTS	
Date: 04/13/2015	Date Revised:	

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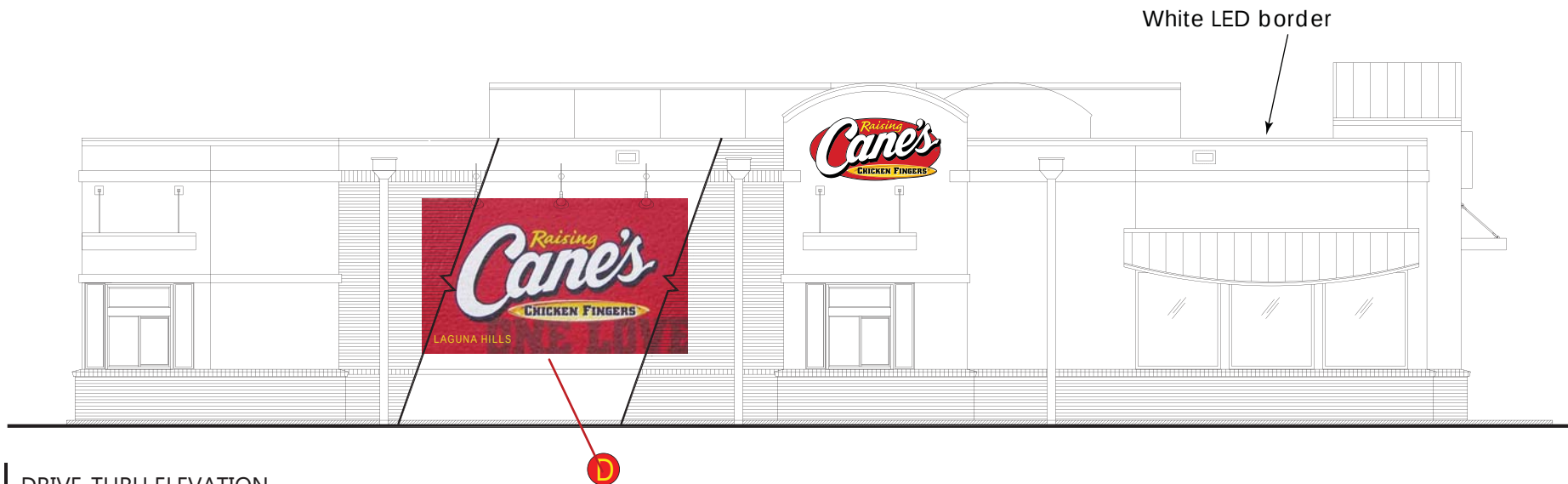
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ELEVATIONS



FRONT ELEVATION

	QTY.	CODE	DESCRIPTION
A	3	WS-8FT	4 x 8 Wall Sign
B	1	ONS	Open Neon Sign*
C	1	CFNS	Chicken Fingers Neon Sign
D	1	PMRL	Painted Mural
E	1	BD-1	Blue Dog
F	1	DTMB	Menu Board*
G	1	MON	Monument @ 4' OAH
H	1	Pylone	Freeway Pylon (reface)



DRIVE-THRU ELEVATION



Location: Laguna Hills, CA

AGI Rep: G.W.

Drawn by: C.MIRAMONTES

Survey ID: N/A

Project Title: Raising Cane's

Site ID: C0190

Scale: NTS

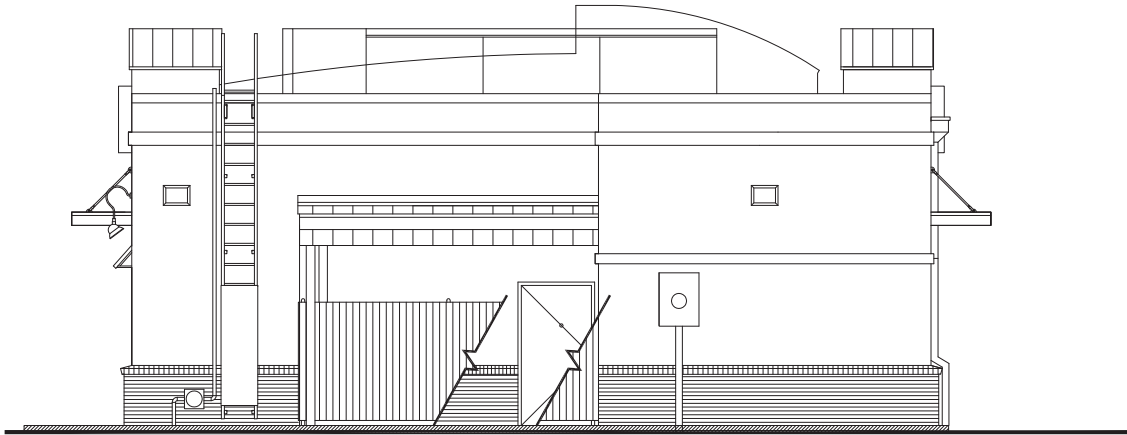
Date: 04/13/2015

Date Revised:

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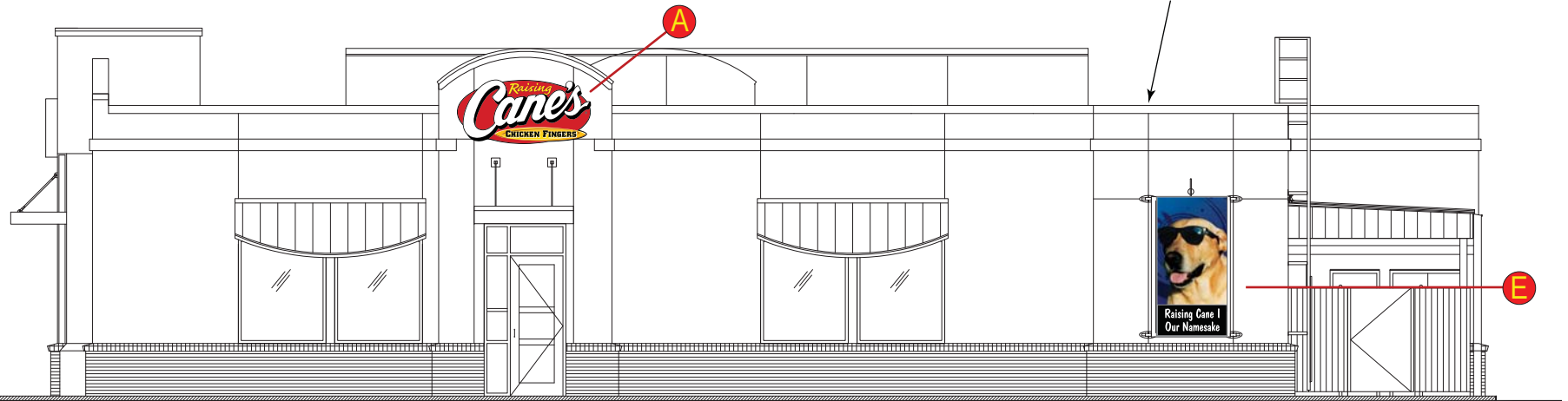
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REAR ELEVATION

	QTY.	CODE	DESCRIPTION
A	3	WS-8FT	4 x 8 Wall Sign
B	1	ONS	Open Neon Sign*
C	1	CFNS	Chicken Fingers Neon Sign
D	1	PMRL	Painted Mural
E	1	BD-1	Blue Dog
F	1	DTMB	Menu Board*
G	1	MON	Monument @ 4' OAH
H	1	Pylone	Freeway Pylon (reface)



SIDE ELEVATION

4/28/2015 ITEM NO. 4.5.1



Location: Laguna Hills, CA

AGI Rep: G.W.

Drawn by: C.MIRAMONTES

Survey ID: N/A

Project Title: Raising Cane's

Site ID: C0190

Scale: NTS

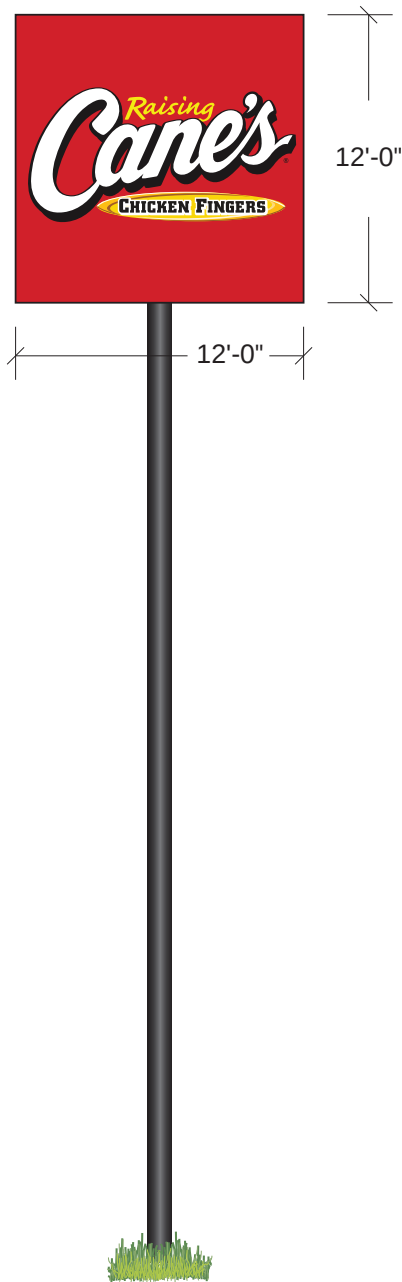
Date: 04/13/2015

Date Revised:

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** Existing Pylon sign
to be refaced*



Location: Laguna Hills, CA

AGI Rep: G.W.

Drawn by: C.MIRAMONTES

Survey ID: N/A

Project Title: Raising Cane's

Site ID: C0190

Scale: 1/8" = 1'

Date: 04/13/2015

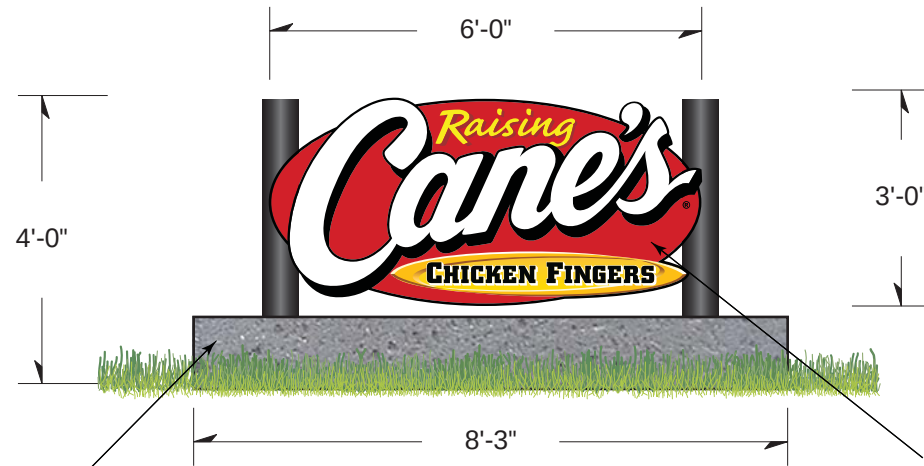
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MONUMENT



- “Cane’s” Channel Letters
- “Raising” Routed and Backed
- “Chicken Fingers” Routed and Push Thru

Stained concrete base to match color scheme of building

OPAQUE
3M #3630-53 ‘RED’

4/28/2015 ITEM NO. 4.5.1



Location: Laguna Hills, CA		AGI Rep: G.W.	Drawn by: C.MIRAMONTES
Survey ID: N/A		Project Title: Raising Cane's	
Site ID: C0190		Scale: NTS	
Date: 04/13/2015		Date Revised:	

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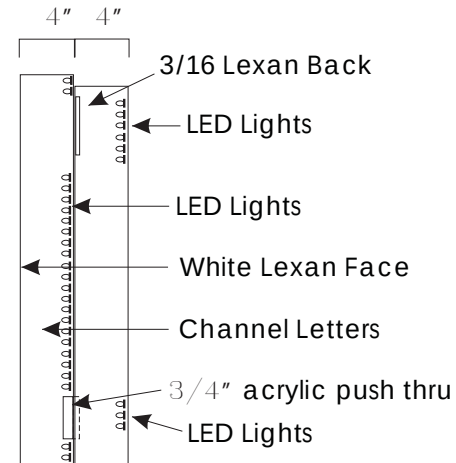
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17.31

Square Footage



ELECTRICAL DATA

VOLTAGE **120**AMPERAGE **1.8**

COLOR CHART

- 3M #3630-15 'YELLOW'
- 3M #3630-73 'RED'
- 3M #3630-53 'RED'



Location: Laguna Hills, CA

AGI Rep: G.W.

Drawn by: C.MIRAMONTES

Survey ID: N/A

Project Title: Raising Cane's

Site ID: C0190

Scale: NTS

Date: 04/13/2015

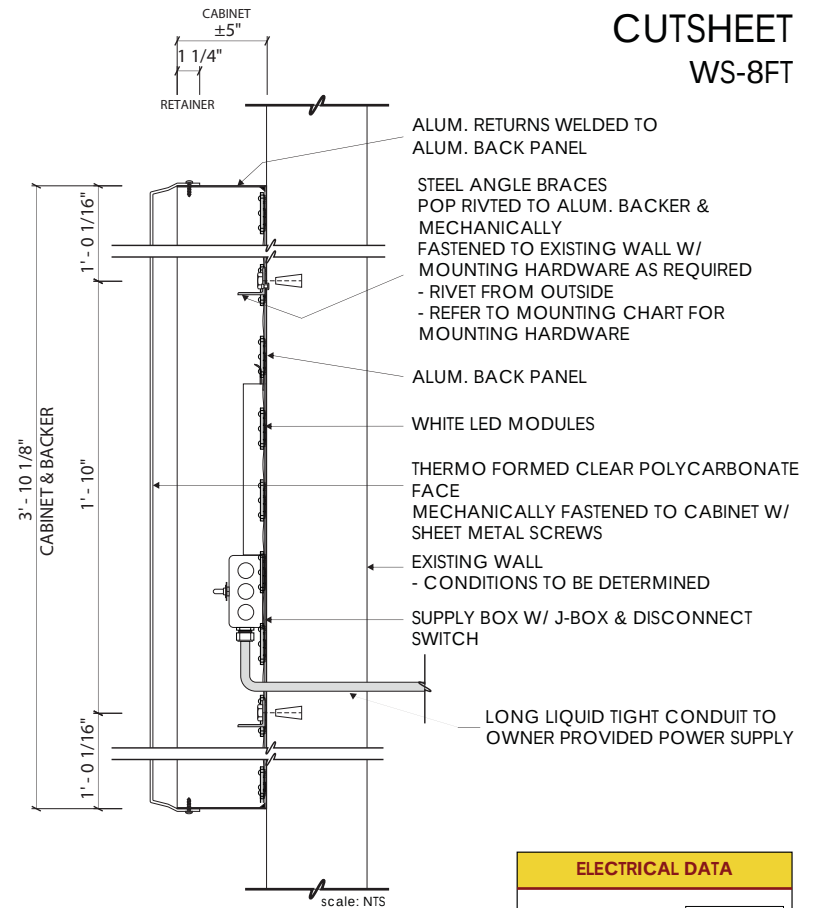
Date Revised:

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CUTSHEET WS-8FT



ELECTRICAL DATA

VOLTAGE **120**

AMPERAGE **1.8**

COLOR CHART

- 3M #3630-15 'YELLOW'
- 3M #3630-73 'RED'
- 3M #3630-53 'RED'

4/28/2015 ITEM NO. 4.5.1



Location: Location Name

AGI Rep: G.W.

Drawn by: C.MIRAMONTES

Survey ID: N/A

Project Title: Raising Cane's

Site ID: Site ID

Scale: NTS

Date: Date

Date Revised:

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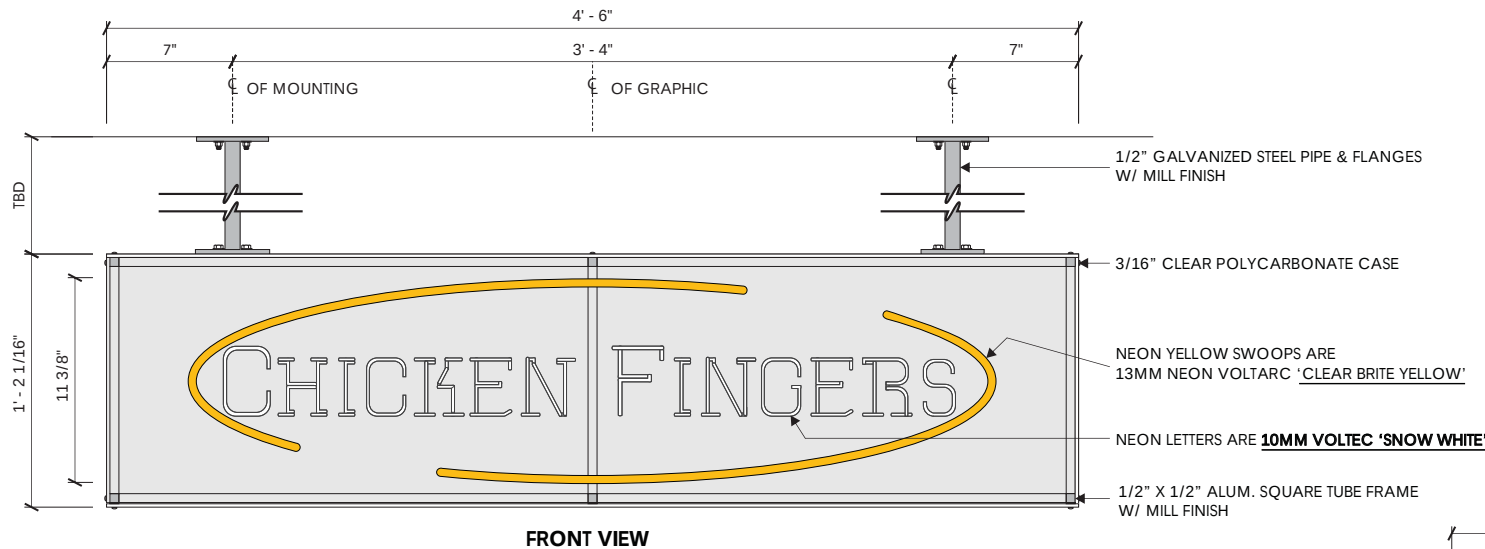


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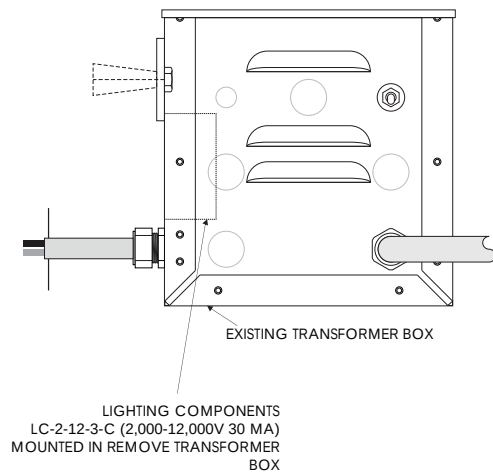
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CUTSHEET

Chicken Fingers Neon Sign



NOTES:
1.) TRANSFORMER IS MOUNTED REMOTELY
IN ATTIC. TRANSFORMERS ARE TO BE
ELECTRONIC.



ELECTRICAL TO PASS THRU MOUNTING TUBE TO ACCESS
REMOTE POWER IN ATTIC

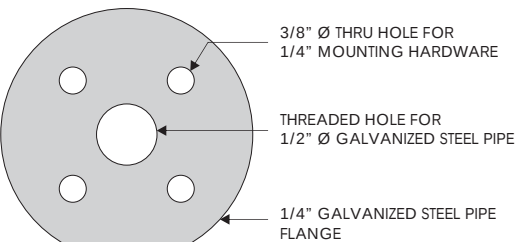
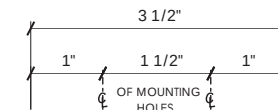
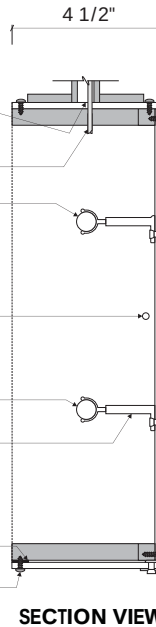
TECNOLUX SILIFLEX GTO 15
NEON YELLOW SWOOPS ARE
13MM NEON VOLTARC 'CLEAR BRITE YELLOW'

NEON LETTERS ARE **10MM VOLTEC 'SNOW WHITE'**

GRAB IT TUBE SUPPORTS ARE POP RIVETED
TO BACK OF POLYCARBONATE CASE

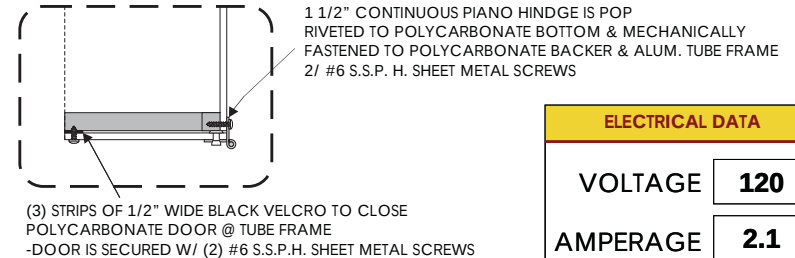
1/2" WIDE VELCRO

DOOR IS SECURED W/
(2) #5 S.S.P.H. SHEET METAL SCREWS



PIPE FLANGE DETAIL

BLOW UP DETAIL



ELECTRICAL DATA

VOLTAGE	120
AMPERAGE	2.1



Location: Location Name

AGI Rep: G.W.

Drawn by: C.MIRAMONTES

Survey ID: N/A

Project Title: Raising Cane's

Site ID: Site ID

Scale: NTS

Date: Date

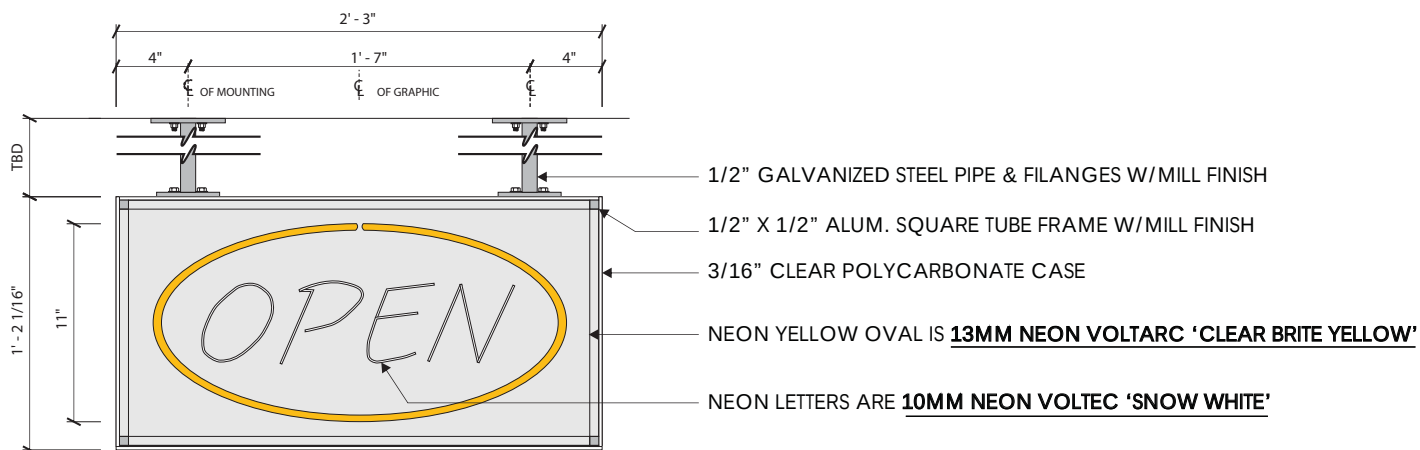
Date Revised:

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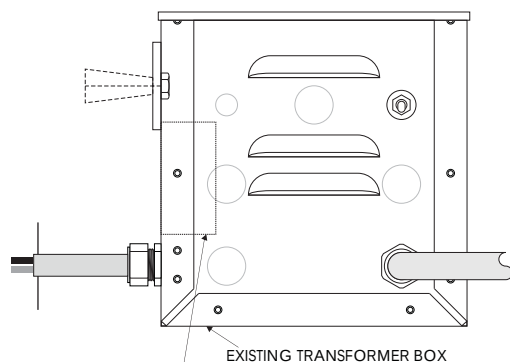
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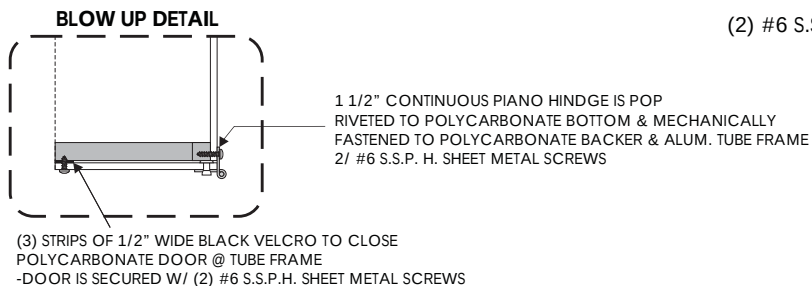
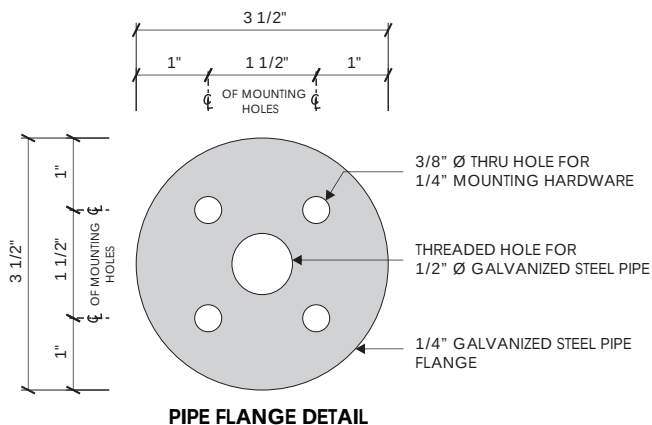
CUTSHEET ONS



NOTES:
1.) TRANSFORMER IS MOUNTED REMOTELY IN ATTIC. TRANSFORMERS ARE TO BE ELECTRONIC.



LIGHTING COMPONENTS
LC-2-12-3-C (2,000-12,000V 30 MA)
MOUNTED IN REMOVE TRANSFORMER BOX



ELECTRICAL PASS THRU MOUNTING TUBE ACCESS
REMOTE POWER IN ATTIC

TECNOLUX SILIFLEX GTO 15

NEON YELLOW SWOOPS ARE
13MM NEON VOLTARC '**CLEAR BRITE YELLOW**'

GTO WIRE

NEON LETTERS ARE **10MM VOLTEC 'SNOW WHITE'**

GRAB IT TUBE SUPPORTS ARE POP RIVETED
TO BACK OF POLYCARBONATE CASE

1/2" WIDE VELCRO

DOOR IS SECURED WITH
(2) #6 S.S.P.H. SHEET METAL SCREWS

ELECTRICAL DATA

VOLTAGE **120**

AMPERAGE **2.1**

4/28/2015 ITEM NO. 4.5.1



Location: Location Name

AGI Rep: G.W.

Drawn by: C.MIRAMONTES

Survey ID: N/A

Project Title: Raising Cane's

Site ID: Site ID

Scale: NTS

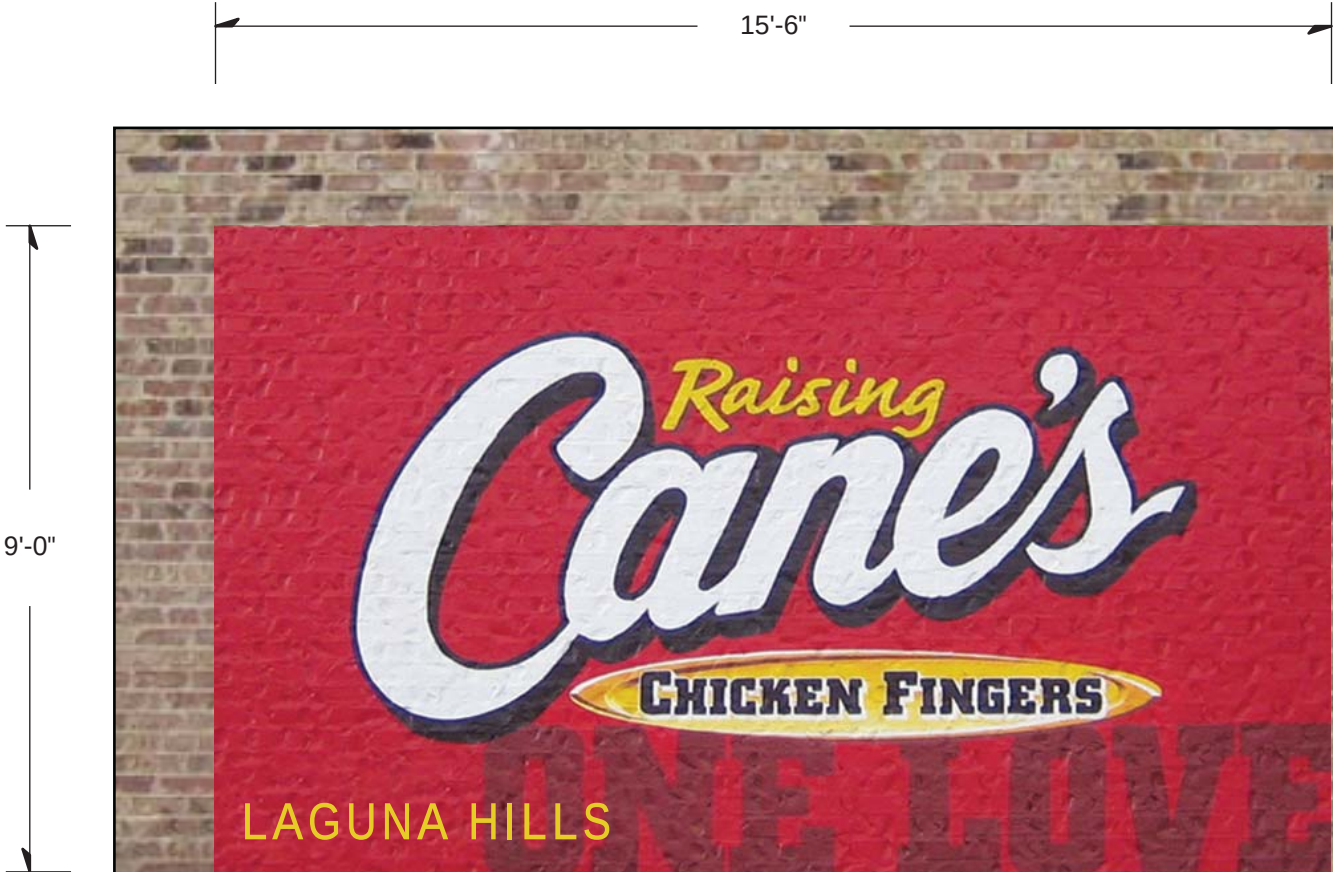
Date: Date

Date Revised:

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139.50

Square Footage

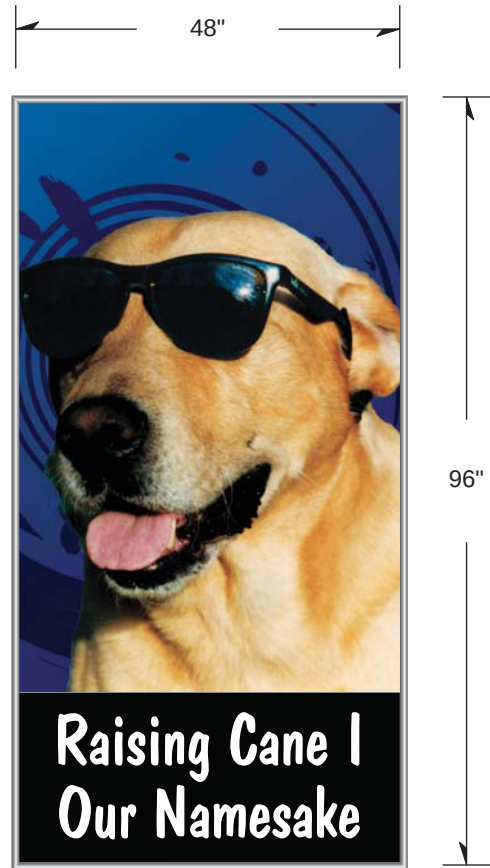
FOR ARTIST RENDERING USE ONLY
MURAL PROVIDED BY OTHER VENDOR



Location:	Location Name	AGI Rep:	G.W.	Drawn by:	C.MIRAMONTES
Survey ID:	N/A	Project Title:	Raising Cane's	This document is the sole property of Architectural Graphics, Inc. and all design, manufacturing, reproduction, use and sale rights regarding the same are expressly forbidden. It is submitted under a confidential relationship, for a special purpose, and the recipient, by accepting this document assumes custody and agrees that this document will not be copied or reproduced in whole or in part, nor its contents revealed in any manner or to any person except for the purpose for which it was tendered, nor any special features peculiar to this design be incorporated in other projects.	
Site ID:	Site ID	Scale:	NTS		
Date:	Date	Date Revised:			

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32.00

Square Footage

FRAMED RIGID MATERIAL

4/28/2015 ITEM NO. 4.5.1



Location: Location Name

AGI Rep: G.W.

Drawn by: C.MIRAMONTES

Survey ID: N/A

Project Title: Raising Cane's

Site ID: Site ID

Scale: NTS

Date: Date

Date Revised:

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CUTSHEET

Drive Thru Menu Board w/graphics



FRONT VIEW

31.25

Square Footage



Location: Location Name

AGI Rep: G.W.

Drawn by: C.MIRAMONTES

Survey ID: N/A

Project Title: Raising Cane's

Site ID: Site ID

Scale: NTS

Date: Date

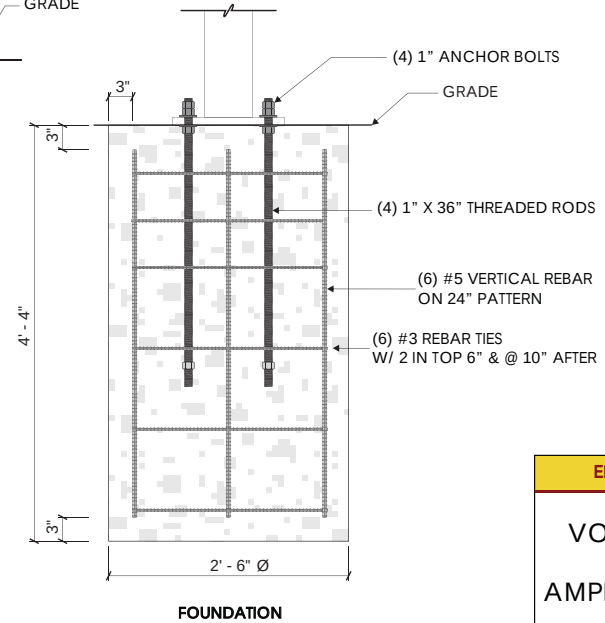
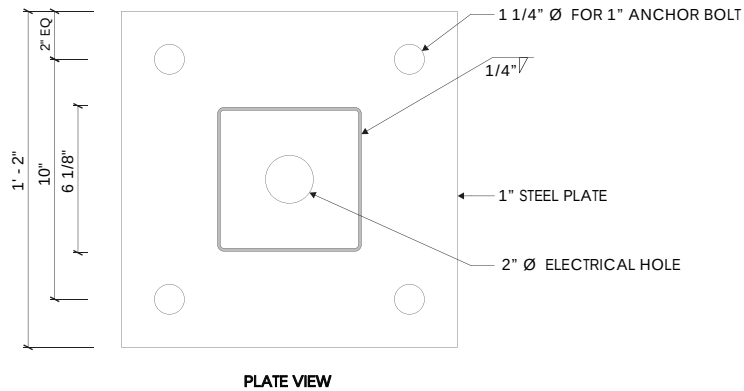
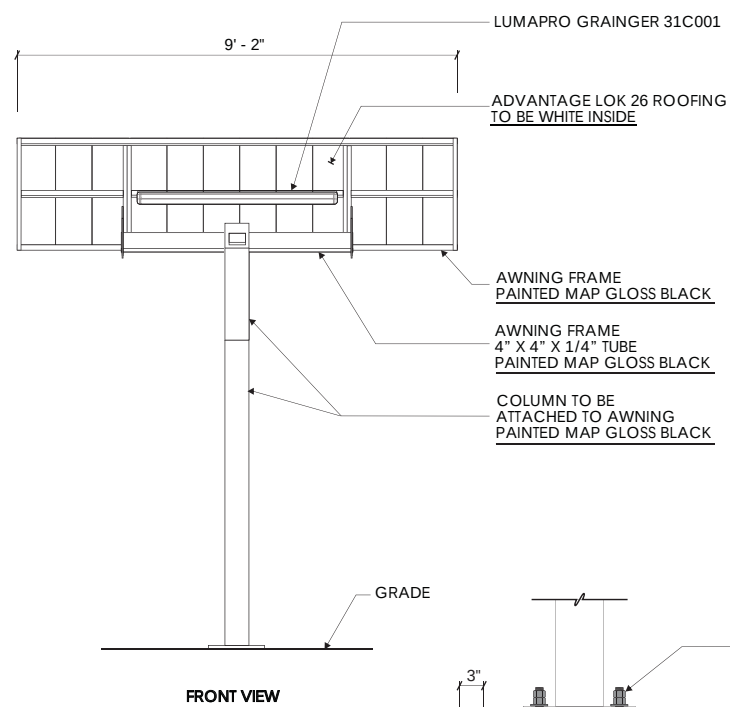
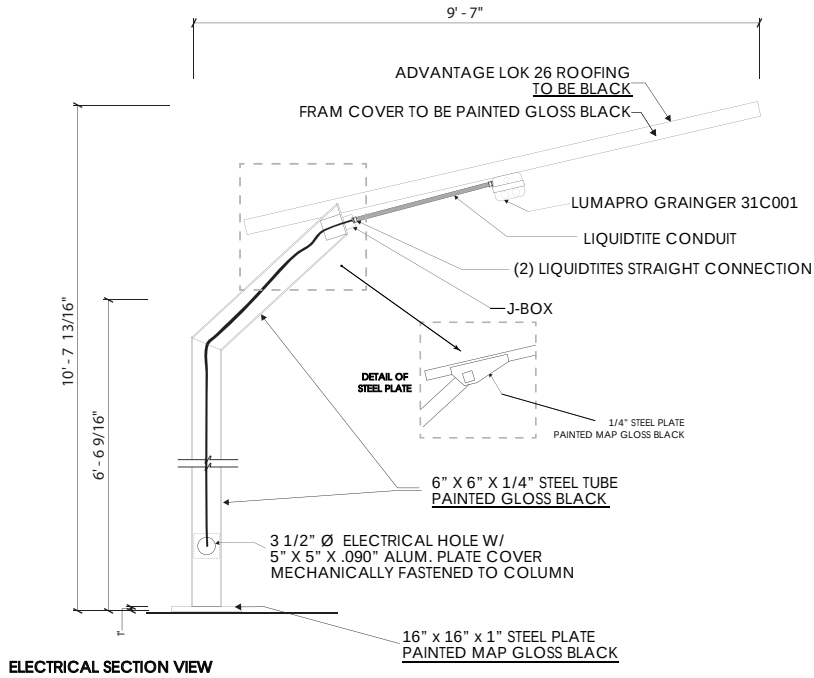
Date Revised:

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CUTSHEET DTMB



ELECTRICAL DATA

VOLTAGE	120
AMPERAGE	0.5

4/28/2015 ITEM NO. 4.5.1



Location:	Location Name	AGI Rep:	G.W.	Drawn by:	C.MIRAMONTES
Survey ID:	N/A	Project Title:	Raising Cane's	This document is the sole property of Architectural Graphics, Inc. and all design, manufacturing, reproduction, use and sale rights regarding the same are expressly forbidden. It is submitted under a confidential relationship, for a special purpose, and the recipient, by accepting this document assumes custody and agrees that this document will not be copied or reproduced in whole or in part, nor its contents revealed in any manner or to any person except for the purpose for which it was tendered, nor any special features peculiar to this design be incorporated in other projects.	
Site ID:	Site ID	Scale:	NTS		
Date:	Date	Date Revised:			



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Attachment 8

Negative Declaration Resolution of Approval

RESOLUTION NO. PA2015-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING A NEGATIVE DECLARATION FOR CONDITIONAL USE PERMIT/ SITE DEVELOPMENT PERMIT/ VARIANCE/ MASTER SIGN PROGRAM (CUP/SDPM/VA/MSP) NO. 10-14-3013, A REQUEST BY PM DESIGN GROUP ON BEHALF OF RAISING CANE'S TO REDEVELOP THE PROPERTY AT 23971 EL TORO ROAD IN THE VILLAGE COMMERCIAL ZONE INCLUDING DEMOLITION OF THE EXISTING SHELL STATION AND CONSTRUCTION AND OPERATION OF A NEW DRIVE-THRU RESTAURANT

The Planning Agency of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, PM Design Group, on behalf of Raising Cane's ("the Applicant"), has filed an application for Conditional Use Permit/Site Development Permit/Variance/Master Sign Program (CUP/SDPM/VA/MSP) No. 10-14-3013 to redevelop the property at 23971 El Toro Road in the Village Commercial zone including demolition of the existing Shell station and construction and operation of a new drive-thru restaurant; and

WHEREAS, the Planning Agency of the City of Laguna Hills is considering approval of Conditional Use Permit/Site Development Permit/Variance/Master Sign Program (CUP/SDPM/VA/MSP) No. 10-14-3013 to redevelop the property at 23971 El Toro Road in the Village Commercial zone including demolition of an existing Shell gas station and construction and operation of a new +/- 2,882 square foot drive-thru restaurant (the "Project"); and

WHEREAS, on December 16, 2014 the City of Laguna Hills completed an Initial Study for the Project and circulated a "Notice of Intent to Adopt a Negative Declaration" for the Project based on a site plan dated October 15, 2014 and a parking and queueing study prepared on November 19, 2014; and

WHEREAS, the Project was presented to the Planning Agency of the City of Laguna Hills on February 10, 2015 with a recommendation from the Community Development Department staff for denial due to parking and circulation deficiencies, and a determination that pursuant to California Code of Regulations, Title 14, Section 15270, CEQA did not apply to projects that a public agency disapproves or rejects; and

WHEREAS, at their meeting of February 10, 2015 the Planning Agency of the City of Laguna Hills continued the public hearing to allow the Applicant to revise its Project and to provide additional information related to parking and queueing at sites similar to those of the proposed Project; and

WHEREAS, the Applicant provided an updated Project site plan dated March 23, 2015 and revised parking and queueing study dated April 2, 2015 to the Community Development Department; and

WHEREAS, the Planning Agency of the City of Laguna Hills has reviewed the revised Project information and determined that the revised studies and site plan do not result in any new or significant environmental effects and no potential environmental impacts not already analyzed under the December 16, 2014 Initial Study, and that the Project, as revised, does not result in any new potential environmental effects requiring mitigation and that the revised Project information does not constitute a “substantial revision” as described by California Code of Regulations, Title 14, Section 15073.5(b), given that the Project size, scope, or intensity did not change from the project originally analyzed by the December 16, 2014 Initial Study, and that on-site parking layout and circulation design was modified to avoid potential circulation conflicts by improving the parking layout and circulation; and

WHEREAS, the Planning Agency hereby determines that based on the foregoing, pursuant to California Code of Regulations, Title 14, Section 15073.5(c), recirculation of the Project Initial Study for the adoption of a Negative Declaration is not required since: (i) the Project does not contain any mitigation measures; (ii) Project revisions to parking and circulation do not result in any significant environmental effects as evidenced by the analysis conducted by the Community Development Department staff in its report to the Planning Agency of April 28, 2010 and the City’s expert consultant review dated April 3, 2015 of the revised Project parking and queueing study dated April 2, 2015; (iii) conditions of approval do not create any significant environmental effects and are not necessary to mitigate an avoidable significant effect since the conditions merely address minor unresolved site construction details and limit the nature of the use to ensure compliance with the Laguna Hills Municipal Code; and (iiii) the revised Project site plan dated March 23, 2015, and revised parking and queueing study dated April 2, 2015, results in insignificant modifications to the Negative Declaration as described in the revised Initial Study that describe changes to the Project driveway design on El Toro Road to improve site circulation; and

WHEREAS, pursuant to the provisions of the California Environmental Quality Act, Public Resources Code Sections 21000 *et. seq.* (“CEQA”), the State’s CEQA Guidelines, California Code of Regulation, Title 14, Section 15000 *et. seq.*, the proposed Project cannot, or will not, have a significant effect on the environment and a Negative Declaration can be adopted; and

WHEREAS, the Negative Declaration was prepared and circulated in accordance with the CEQA and CEQA’s implementing guidelines; and

WHEREAS, the Planning Agency of the City of Laguna Hills held a duly noticed public hearing on April 28, 2015 to consider the Project, the proposed Negative Declaration, and all oral and written comments and testimony received prior to or at the public hearing, and all interested persons were given an opportunity to be heard.

NOW, THEREFORE, THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Planning Agency of the City of Laguna Hills has considered the proposed Negative Declaration together with comments received during the public review process.

SECTION 3. The Planning Agency of the City of Laguna Hills finds on the basis of the whole record before it, including the initial study and comments received, that there is no substantial evidence that the project will have a significant effect on the environment.

SECTION 4. The Planning Agency of the City of Laguna Hills further finds that the adoption of the Negative Declaration reflects the Planning Agency's independent judgment and analysis.

SECTION 5. Therefore, the Planning Agency of the City of Laguna Hills, in regular session assembled on April 28, 2015, does hereby adopt the Negative Declaration for the Project.

SECTION 6. The record of proceedings on which the Planning Agency's decision is based is located at the City of Laguna Hills, 24035 El Toro Road, Laguna Hills, California. The custodian of records of proceedings is the Community Development Director for the City of Laguna Hills.

PASSED, APPROVED, AND ADOPTED this 28th day of April, 2015.

DORE J. GILBERT, M.D., CHAIR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. PA2015- adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 28th day of April, 2015, by the following vote:

AYES:

Resolution No. PA2015-

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

Attachment 9

Negative Declaration



INITIAL STUDY/NEGATIVE DECLARATION

Raising Cane's CUP/SDPM/VA/MSP No. 10-14-3013

Prepared By:

City of Laguna Hills
Community Development Department
24035 El Toro Road
Laguna Hills, CA 92653

December 2014

[Revised April 2015](#)

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Comment [A1]: This is the only section revised. Revisions do not affect the determination on page 6.

Comment [A2]: Revised – related to the traffic finding revisions

Section 1: Project Description

1.1 – Project Title

Raising Cane's

1.2 – Lead Agency Name and Address

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

1.3 – Contact Person and Phone Number

Katie Crockett
Assistant Planner
City of Laguna Hills
Phone: 949.707.2672
Fax: 949.707.2633
Email: kcrockett@ci.laguna-hills.ca.us

1.4 – Project Location

The project address is 23971 El Toro Road. The project site is located along the north side of El Toro Road, east of Avenida de la Carlota (see Figure 1).

1.5 – Project Sponsor's Name and Address

PM Design Group, Philip Schanberger
17748 Sky Park Circle #260
Irvine, CA 92614

1.6 – General Plan Land Use Designation

The subject site is located within the Village Commercial land use designation.

1.7 – Zoning District

Zoning is VC (Village Commercial). The project is located within the Urban Village Specific Plan (UVSP) Area.

1.8 – Project Description

The "project" for purposes of this environmental checklist encompasses (1) the demolition of the existing gas station and removal of the associated underground storage tanks and (2) the construction of a new 2,882 square-foot single-story building for purposes of establishing a fast food restaurant with a drive-thru. The project site is a 41,003 square-foot (0.94 acres) property abutting the I-5 freeway in the City's Urban Village Specific Plan (UVSP) Area.

The demolition phase of the project will include demolition of the surface improvements at the service station, including the car wash tunnel, convenience store, service bays, and fueling pumps and canopy. Buildings to be demolished total approximately 4,550 square feet. Additionally, the four underground storage tanks for fuel will be excavated and removed as well as all fueling lines and associated equipment. A waste oil tank will also be removed from the site.

The new development will include a 2,882 square-foot single-story building for a fast-food restaurant. The site plan indicates a drive-thru lane, approximately 40 parking spaces, and new site landscaping. On-site signs for the business are also proposed in addition to the existing pole sign at the back of the property which will remain and be re-faced for the new business. The project, because it includes a drive-thru, is subject to approval of a conditional use permit (CUP) and the site development itself requires a site development permit (SDP). Additionally, because the proposed site plan indicates that the parking supply is less than what is required by the Laguna Hills Municipal Code, a variance is also being considered.

1.9 – Project History

The subject site is 0.94 acres and was originally developed as a vehicle service station under the jurisdiction of the County of Orange in the 1970s. The service station has been modified over the years

and includes a fueling canopy over the pump islands, a small convenience store, three service bays, and an automated self-car wash. The original underground storage tanks (USTs) leaked contaminating the surrounding soil and groundwater, typical of USTs at this time. In 1992 the leaking USTs were replaced with double-walled fiberglass USTs and lines. The new UST system includes spill protections to prevent further leaking and/or spills. Groundwater monitoring has occurred at the site under the regulatory oversight of the State of California Regional Water Quality Control Board, Santa Ana Region (RWQCB-SAR). The site has applied for closure of the case and cessation of site monitoring. The most recent request for case closure was denied by the RWQCB-SAR in February of 2014 with the direction to continue monitoring groundwater quality at and around the site through September 2014, at which time the case could be re-evaluated to see if it meets the RWQCB-SAR's requirements for case closure. An updated groundwater monitoring report from the site's environmental consultant, dated October 22, 2014 was sent to the RWQCB-SAR for their review. Based on the most recent groundwater monitoring report, the site may be eligible for case closure in the near future.

1.10 – Surrounding Land Uses & Setting

The subject property is located within the City's "Urban Village" and is surrounded by commercial and residential uses. The property is immediately surrounded by commercial uses, such as other restaurants, gas stations, and retail. The Laguna Hills Mall is located just to the south of the property across the intersection of El Toro and Avenida de la Carlota, and the Laguna Hills Civic Center is located to the west. The project is bordered on the north east by the I-5 freeway. While the site is almost entirely surrounded by commercial uses, St. George's Church and Academy is located approximately 500 feet to the NNW and residential properties in the City of Laguna Woods are located approximately 500 feet to the NW.

The area is served with all utilities and services needed to support commercial activities.

1.11 – Other Required Public Agency Approvals - None

Section 2: Determination

2.1 – Environmental Factors Potentially Affected

- | | | |
|--|---|---|
| ☐ Aesthetics | ☐ Agriculture Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Geology /Soils |
| ☐ Hazards & Hazardous Materials | ☐ Hydrology / Water Quality | ☐ Land Use / Planning |
| ☐ Mineral Resources | ☐ Noise | ☐ Population / Housing |
| ☐ Public Services | ☐ Recreation | ☐ Transportation / Traffic |
| ☐ Utilities / Service Systems | ☐ Mandatory Findings of Significance | |

2.2 – Determination

☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Katie Crockett
Assistant Planner, City of Laguna Hills

12/16/2014

Date

Section 3: Evaluation of Environmental Impacts

3.1 Aesthetics

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	☒
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

a) **No Impact.** The project would replace an existing aging gas and vehicle service station with a drive-thru restaurant. The buildings are of similar height (the main service station building is approximately 18 feet tall and the fueling canopy approximately 24 feet, while the new building will be 24 feet 3 inches at the tallest point) and the new building (2882 square feet) is significantly smaller in size than the service station is. While the new building design differs from the existing building style, the architectural styles found within the surrounding Urban Village area are eclectic, allowing many building styles to fit in the area. The project will also include enhanced site landscaping. A Master Sign Program for new signage is proposed, and includes wall signs, a monument sign, and a re-face of the existing legal non-conforming freeway pole-sign. The subject site is located in a commercial, urbanized area directly adjacent to the I-5 freeway. Therefore there will be no potential impact to scenic vistas due to the project.

b) **No Impact.** There are not state scenic highways in or around the project area. Therefore the project would not have an adverse impact on scenic resources within a state scenic highway.

c) **No Impact.** See discussion of aesthetics in letter a, above. Because of the existing visual character of the area, which is on a high-volume arterial, directly adjacent to a freeway, and because of the type of development proposed, the project will not degrade the existing visual character or quality of the site and its surroundings.

d) **No Impact.** The project will have site lighting not dissimilar to the site lighting existing on the subject site. The new lighting plan will be reviewed for compliance with the Laguna Hills Municipal Code, which requires lighting to be directed onto the subject property and not spill over onto adjacent properties or rights of way.

Additionally, lighted signs associated with the property will meet Laguna Hills Municipal Code requirements and are similar in character and number to signs currently existing on the property and which are typical to other properties in the project area.

3.2 – Agriculture and Forest Resources

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (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 agriculture use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by PRC section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

- a) **No Impact.** The project involves the redevelopment of an existing vehicle service station into a fast food restaurant with a drive-thru. The project does not create any impacts on farmland, such as the conversion of farmland, and the project site is not listed on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency. Therefore the project will have no impact related to conversion of farmland to other uses.
- b) **No Impact.** The site is not zoned for agriculture and there are no Williamson Act contracts in the vicinity (California Department of Conservation 2004). Therefore the project will not conflict with existing zoning for agricultural use or a Williamson Act contract.
- c) **No Impact.** No areas on or around the project area are forest land or timberland (California Department of Forestry and Fire Protection 2005). Therefore, the project will not conflict with the existing zoning for, or cause rezoning of forest land or timberland.

- d) **No Impact.** There is no forest land in or around the project site. Therefore, the project will not result in the loss of forest land or conversion of forest land to non-forest use.
- e) **No Impact.** There are no areas on or around the project area that contain Farmland or forest land. Therefore, the project will not involve any changes that could impact or result in the conversion of Farmland or forest land to non-agricultural or non-forest uses.

3.3 – Air Quality

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☒	☐
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	☐	☐	☒	☐
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☒

a) No Impact. The project site is located in the South Coast Air Basin, which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The most recent applicable air quality plan for this area is the 2012 Air Quality Management Plan (AQMP) completed by the SCAQMD. Consistency with the AQMP is determined by examining whether a project would violate or contribute to violations of an air quality standard or otherwise impede attainment of air quality improvement goals and objectives, and whether a project would exceed the local growth forecasts accounted for in the AQMP. As discussed in the following responses 3.3b and 3.3c, this project would not generate significant levels of air pollutants and would not conflict with the air quality improvement strategies in the AQMP. Any additional employment generated by the project would be well within forecasts of near-term employment growth in Laguna Hills, as identified in the Regional Transportation Plan from which the AQMP emissions projections were developed. This project would not conflict with the AQMP.

b) Less Than Significant Impact. Unmitigated operational emissions are negligible, as shown in the table below (modeled with CalEEMod 2013.2.2, in 2014). Operational emissions from the project would not approach any of the significance thresholds established by the AQMD.

Source	ROG (lbs/day)	NO _x (lbs/day)	CO (lbs/day)	SO ₂ (lbs/day)	PM ₁₀ (lbs/day)	PM _{2.5} (lbs/day)
Area Sources	0.84	<0.01	<0.01	0.00	<0.01	<0.01
Energy	0.02	0.20	0.17	<0.01	0.02	0.02
Mobile Sources	6.82	10.49	49.51	0.07	4.77	1.36
Total Unmitigated Emissions	7.68	10.69	49.69	0.07	4.79	1.38
Significance Threshold	55	55	550	150	150	55

While General Plan build-out scenario was determined to have significant, unavoidable air quality impacts, the emissions generated by the ongoing operations of the drive-thru restaurant are consistent with expected air quality impacts from growth. Further operational emissions from the drive-thru restaurant represent only a nominal increase over existing operations at the site.

The project's air quality impacts from construction were also determined using CalEEMod 2013.2.2. The following air quality impacts resulting from construction are anticipated:

Source	ROG (lbs/day)	NO _x (lbs/day)	CO (lbs/day)	SO ₂ (lbs/day)	PM ₁₀ (lbs/day)	PM _{2.5} (lbs/day)
Total Unmitigated Construction Emissions	19.08	15.19	10.33	0.02	1.74	1.28
Significance Threshold	75	100	550	150	150	55

The impacts do not exceed threshold limits for construction emissions described by AQMD. The significance thresholds used for construction and operations were from AQMD's March 2011 revision. Further, emissions from construction are only applicable during the short demolition and construction phase of the project. Due to the short time period for construction emissions and the relatively low operational emissions, the project will not violate any air quality standard nor will it substantially contribute to the projected air quality impacts of the General Plan build-out scenario.

c) Less Than Significant Impact. See 3.3a and 3.3b. The South Coast Air Basin is currently in non-attainment for both the CA and Federal air quality standards for O₃, PM₁₀, and PM_{2.5}. Construction and operational emissions for the project are shown in response 3.3b, above. The net increase in criteria pollutants from the project is nominal compared to existing operations and would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment.

d) No Impact. See 3.3a and 3.3b. Sensitive receptors are generally defined as places where children, the elderly, persons with respiratory or cardiovascular illness, and athletes and others who engage in frequent

exercise are housed or gather. Sensitive receptors include residences, schools, and park/open space areas. The project will not result in substantial pollutant concentrations since the analysis depicted in Section 3.3b does not rise above the level of significance determined by SCAQMD.

- e) **No Impact.** The project is located in an urbanized area directly adjacent to the I-5 Freeway. The nearest residences are approximately 500-feet away. Odors that may occur related to this business are exhaust from vehicles in the drive-thru lane as well as cooking odors. Both odors are typical to this project area because of the surrounding uses and roads/freeways. The project would not create new, objectionable odors in the project area.

3.4 – Biological Resources

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) 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?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

- a) **No Impact.** The project site is already developed and is surrounded by urban development. No additional land will be disturbed due to project activities. No natural habitat exists on-site or within close proximity to the site. Therefore, the proposed project would not have the potential to directly or indirectly affect any sensitive species.

- b) **No Impact.** The project site is already developed and is surrounded by urban development. No significant riparian habitat or sensitive natural community exists on-site or in close proximity to the project site. Therefore, the proposed project would not have the potential to directly or indirectly affect any riparian habitat or sensitive natural community.
- c) **No Impact.** Wetland and riparian areas within the City are identified in the Laguna Hills General Plan program EIR, which are primarily associated with Veeh Reservoir, San Diego Creek, Aliso Creek, and Oso Creek, which are not in the immediate vicinity of the project area. No federally protected wetlands exist on-site or in close proximity to the project site (US Fish & Wildlife Service website, 2014). Therefore, the proposed project would not have the potential to directly or indirectly affect any federally protected wetlands.
- d) **No Impact.** The project site is already developed and is surrounded by urban development. No wildlife migratory corridors or wildlife nursery sites exist on-site or in close proximity to the project site. Therefore, the proposed project would not have the potential to directly or indirectly interfere with the movement or migration of wildlife.
- e) **No Impact.** The City has no tree preservation policy affecting trees on private property. There are six palm trees on the subject property. There are no other biological resources on the subject property, as the project site is in an urbanized area and currently developed with a gas and vehicle service station and car wash. Therefore the project will not conflict with any local policies or ordinances protecting biological resources.
- f) **No Impact.** The Orange County Environmental Management Agency adopted the Orange County Coastal NCCP/NHP, but Laguna Hills is not a “participating city,” and, further, no “reserve land” occurs within the City. No other habitat conservation plans have been adopted to govern the use of the project site or surrounding lands. Implementation of the project will not conflict with the provisions of an adopted NCCP/HCP or other approved habitat conservation plan. Even though the City is not a participant in the Orange County Coastal NCCP/ NHP, the project site does not support candidate sensitive, or special status species, include riparian habitat or other sensitive natural communities, or include protected wetlands. Therefore the project will have no impact on any HCP or NCCP.

3.5 – Cultural Resources

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archeological resource pursuant to § 15064.5?	☐	☐	☐	☒
c) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	☐	☐	☐	☒
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

- a) No Impact.** The project involves re-development of an existing vehicle service station, originally built in the 1970s, as a drive-thru restaurant. The existing building is not a historical resource. Neither the site nor areas immediately surrounding the site have been identified as having historical resources. Therefore there will be no adverse change in the significance of any historical resource.
- b) No Impact.** The project involves re-development of an existing vehicle service station, originally built in the 1970s, as a drive-thru restaurant. No archeological resources have been identified in the past development of the subject site. The proposed project will not affect or disturb land beyond that which has already been developed. Therefore there will be no adverse change in the significance of an archeological resource.
- c) No Impact.** The project involves re-development of an existing vehicle service station, originally built in the 1970s, as a drive-thru restaurant. No paleontological resources have been identified in the past development of the subject site. The proposed project will not affect or disturb land beyond that which has already been developed. The subject site is a 0.94-acre, flat property located in an urbanized area with no unique geological features on or immediately surrounding the subject site. Therefore no destruction of paleontological resources or unique geological features will occur due to the project.
- d) No Impact.** There are no known human remains in the vicinity and the ground will not be disturbed beyond what has previously been disturbed in prior development of the site. Therefore the project will not disturb any human remains.

3.6 – Geology and Soils

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) 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? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii) Strong Seismic ground shaking	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c) Be located on a geologic unit or soil that is unstable, or would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒

a)

i) **No Impact.** There are no earthquake faults or Alquist-Priolo zones shown on the most recent map issue by the State Geologist within the vicinity of the project (State of California, Department of Conservation 2014). The General Plan does identify two faults identified by the U.S. Geological Survey that underlie

portions of the City; however, these faults have not been placed within State of California established Alquist-Priolo Earthquake Fault Zones, which are subject to special land use controls and building standards. The City has adopted the most recent comprehensive update of the California Building Code which includes the most recent state seismic requirements for structural design. All projects, including the subject project are required to acquire building permits, and are subject to the 2013 California Building Code to minimize damage from earthquakes and other geologic activity. Therefore there will be no impacts associated with the rupture of a known earthquake fault, as shown on the most recent A-P Earthquake Fault Zoning Map.

ii) Less Than Significant Impact. The project site is not located in major active fault zones; however, like the rest of California, the project area is subject to ground shaking due to seismic activity. The City has adopted the most recent comprehensive update of the California Building Code which includes the most recent state seismic requirements for structural design. All projects, including the subject project are required to acquire building permits, and are subject to the 2013 California Building Code to minimize damage from earthquakes and other geologic activity. Therefore any impacts from the project due to strong seismic ground shaking are less than significant. No mitigation measures are required.

iii and iv) No Impact. The project consists of a re-development of an existing vehicle service station with a 2,882 square-foot drive-thru restaurant. The project site does not fall within any seismic hazard zones, including liquefaction or earthquake-induced landslides, as indicated on the most recent Seismic Hazard Zone Map for the San Juan Capistrano Quadrangle (State of CA Dept of Conservation 2001). Therefore people or structures would not be subject to substantial adverse effects due to landslides or seismic-related ground failure due to the project.

b) No Impact. The project consists of a re-development of an existing vehicle service station with a 2,882 square-foot drive-thru restaurant. The project site is already developed with impervious surfaces and landscape planters; therefore there is no potential for soil erosion with current conditions. Once the project is completed, the site will again contain impervious surfaces or other finished, stabilized surfaces (parking lot, drive-thru lane, etc.) and landscape planters, posing no potential for soil erosion impacts.

c) No Impact. See section 3.6a and 3.6b, above.

d) No Impact. Laguna Hills is known to have areas of expansive soils, but the project will be required to comply with the Municipal Code, Uniform Building Code, and grading regulations, including submitting soils reports and geotechnical studies as required. Because of these requirements and the type of proposed development, there will be no impact due to expansive soil that would create substantial risks to life or property as a result of the project.

e) No Impact. The project does not involve the use of septic tanks or other alternative waste water disposal systems. All wastewater will continue to be conveyed off-site via connections to the sanitary sewer system. Therefore there will be no impact related to soils incapable of supporting the use of alternative waste water disposal systems.

3.7 – Greenhouse Gas Emissions

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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 gasses?	☐	☐	☐	☒

- a) **Less Than Significant Impact.** The General Plan Program EIR determined that implementation of the General Plan could have a significant cumulative impacts on GHG emissions if the plan's implementation would generate a substantial increase in GHG emissions relative to existing conditions. The General Plan EIR identified GHG emissions under conditions that existed in 2008 and with the implementation of the General Plan at build out. The Table 6-4 from the General Plan Program EIR depicts the analysis:

Table 6-4
City of Laguna Hills General Plan
Summary of Greenhouse Gas Emissions under Existing Conditions
and Buildout of the General Plan

Source	Existing GHG Emissions (MTCO ₂ or MTCO _{2e} /yr)	Buildout GHG Emissions (MTCO ₂ or MT CO _{2e} /yr)	Percent Increase
Construction Total (over 20-year buildout of the General Plan)	n/a	17,603	n/a
Vehicles	285,018	358,588	26%
Building Energy	86,365	101,587	18%
Embodied Energy of Water Consumption	2,268	2,370	5%
Operations Total	373,651	462,545	24%

Notes:

MTCO₂ = metric tons carbon dioxide per year

MTCO_{2e} = metric tons carbon dioxide equivalent per year

Source: Data calculated by EDAW in 2008

The project, both in construction and operations will contribute to Greenhouse Gas Emissions, as all development does. The operational level of CO_{2e} (as modeled with CalEEMod 2013.2.2, 2014) for the project is 6,506.5734 pounds per day (note in the chart above for General Plan buildout, the numbers are shown in metric tons/year). Based upon the emissions models for construction and project operation, the

low levels of emissions will not substantially contribute to GHG emissions, as this is a typical change of use for an urbanized area from a vehicle service station to a drive-thru restaurant and is within anticipated limits of GHG emissions related to build out of the General Plan. Therefore the project will not generate GHG emissions that will have a significant impact on the environment.

b) No Impact. No plans, policies, or regulations have been adopted to limit GHG emissions from an individual land use project. Buildings must be designed to comply with the California Green Building Code as well as meet requirements of the CA Energy Commission, which are existing regulations with which all new development projects are required to comply. Therefore the project will not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.

3.8 – Hazards and Hazardous Materials

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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 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?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒

a) **Less Than Significant Impact.** The proposed project involves demolition of a vehicle service station, including removal of fuel underground storage tanks (USTs) and construction of a new drive-thru restaurant.

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The proposed drive-thru restaurant use does not involve the routine transport, use, or disposal of hazardous materials. The existing USTs at the site contain gasoline, and there may be soils that have been contaminated by gasoline encountered during the removal of the USTs. Removal of USTs and tank closure is regulated by the County of Orange. Because the proposed use does not involve routine transport, use, or disposal of hazardous waste, and because the removal of the USTs at the site is highly regulated by the County of Orange, any impacts related to the transport, use, or disposal of hazardous materials will be less than significant.

- b) **Less Than Significant Impact.** The proposed project involves demolition of a vehicle service station, including removal of fuel USTs and construction of a new drive-thru restaurant. The functioning of the proposed drive-thru use does not include use of hazardous materials and therefore will not create a hazard through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment. The existing USTs at the site contain gasoline, and there may be soils that have been contaminated by gasoline encountered during the removal of the USTs. Removal of USTs and tank closure is regulated by the County of Orange, which minimizes any risk of upset and accident conditions involving the release of hazardous materials into the environment. Therefore the impact is less than significant.
- c) **Less Than Significant Impact.** The subject site is located approximately 500 feet from an Episcopal church and school. The proposed project involves demolition of a vehicle service station, including removal of fuel USTs and construction of a new drive-thru restaurant. The functioning of the proposed drive-thru use does not include use of hazardous materials so the operations of the site once the project is implemented will have no impact with regard to hazardous materials within a quarter mile of a school. The existing USTs at the site contain gasoline, and there may be soils that have been contaminated by gasoline encountered during the removal of the USTs. Removal of USTs and tank closure is regulated by the County of Orange, which minimizes any risk of exposure or release of hazardous materials. Therefore the impact is less than significant.
- d) **Less Than Significant Impact.** The subject site appears on the list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 (commonly referred to as the Cortese List). The subject site was the site of a leaking underground storage tank (UST), which released petroleum hydrocarbons in 1986. The leaking USTs were replaced in 1992 to prevent further contaminant release into soil and groundwater. Remediation of the contaminated soils and groundwater were undertaken at the site; the cleanup is overseen by the Santa Ana Regional Water Quality Control Board (RWQCB) (case #083000362T) and the County of Orange Local Oversight Program (LOP) (case #90UT018). Active remediation at the site has concluded, and the site was deemed eligible for case closure in November 2012. The case remains open for verification monitoring to ensure that the levels of hydrocarbon contaminants found in groundwater at the site continue to remain stable and/or decline. A groundwater monitoring report (Conestoga-Rovers & Associates, October 2014) was recently prepared and sent to the RWQCB for review. The report shows an overall trend of decreasing contaminants. The RWQCB and County LOP will continue to oversee monitoring of contaminants at the site until all of their regulatory requirements for closure are met and the site receives approval for case closure.

The existing USTs related to the vehicle service station will be excavated and removed as a part of the project. Due to the hydrocarbon contamination at the site and the fact that groundwater continues to show low levels of contaminants, it is reasonable to assume that there may be some soil encountered at the site during removal of the USTs may also be contaminated. Removal of USTs at any site requires a certification from the County of Orange, which regulates removal of USTs. The applicant will have to comply with the regulations of the County, including any treatment or removal of contaminated soils prior to receiving certification. Due to the improving trend in contaminant concentration at the site, the fact that active remediation is completed, and that the site will have to continue to comply with the requirements of the RWQCB and the County of Orange, impacts that would create a significant hazard to the public or the environment related to the site's inclusion on the Cortese list will be less than significant.

- e-f) No Impact.** The project site is not located within the boundaries of an airport land use plan or within the vicinity of a public or private airport or private airstrip. Therefore the project will not result in a safety hazard for people working in the project area due to project location within an airport land use plan or in close proximity to an airport or airstrip.
- g) No Impact.** The project involves the re-development of a 0.94-acre commercial property from a vehicle service station to a 2,882 square-foot drive-thru restaurant. The change in commercial use and modifications to the site plan will not impair implementation of, or physically interfere with the Laguna Hills Emergency Operations Plan (EOP).
- h) No Impact.** The City has no Very High Fire Hazard Severity areas, as designated by CAL FIRE's Fire Hazard Severity Zone maps for State Responsibility Areas adopted in 2007. CAL FIRE has developed a draft Laguna Hills Local Responsibility Fire Hazard Severity Zone map; however, this map has not been adopted by the City of Laguna Hills. While the draft local responsibility map shows several moderate and high fire hazard severity zones within the City, the project area is not located in or adjacent to any of these fire hazard zones (CAL FIRE 2011). Therefore the project will not expose people or structures to significant risk of loss, injury, or death involving wildland fires.

3.9 – Hydrology and Water Quality

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?	☐	☐	☐	☒
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate or pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream river, or substantial runoff in a manner, which would result in flooding on- or off-site?	☐	☐	☐	☒
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 substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?	☐	☐	☐	☒
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒
f) Otherwise substantially degrade water quality?	☐	☐	☐	☒
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows?	☐	☐	☐	☒
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒

j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒
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- a) **No Impact.** All new projects in the City are subject to the NPDES Stormwater Discharge Permit, including implementation of BMPs to control the discharge of pollutants. Appropriate BMPs and other requirements of the NPDES Stormwater Discharge Permit will be incorporated into the project where applicable. These are standard conditions for all projects within the City. These BMPs consist of both structural and non-structural measures including retention basins and first flush diversion devices, porous pavements, public education, street sweeping, and toxic waste collection plans. Specifically, the project will be required to prepare a site-specific Water Quality Management Plan (WQMP) prior to issuance of building or grading permits. With these standard requirements, there will be no impact related to violations of water quality standards or waste discharge requirements.
- b) **No Impact.** The City of Laguna Hills does not overlie a named groundwater basin. The project does nothing that would deplete groundwater supplies or interfere with groundwater recharge. The site is currently developed with three buildings, the balance of which is mostly paved, impermeable surfaces, with small perimeter landscape planters. The redeveloped site will also include a building and paved, impermeable areas, but will also include additional landscape (approximately 23.3% landscape coverage) as well as other stormwater BMPs in accordance with the site WQMP. Therefore no impact on groundwater supplies will occur due to the project.
- c-d) **No Impact.** There are no streams or drainage basins that run through or immediately adjacent to the project site. The site and immediately adjacent areas have curb and gutter and are connected to the sewer system. The project site is slightly less than one acre in an urbanized area and was already fully developed with a gas/service station. The site will have to manage its own stormwater runoff through BMPs as established by the WQMP for the project site. The site is not located within the 100-year or 500-year floodplain and is not identified in the General Plan as a high risk area for flooding. Therefore the project will have no impact on the drainage pattern of the area (curb/gutter/sewer system) and will have to manage its own runoff and therefore its contribution to the area runoff. No flooding on- or off-site will result due to the project.
- e-f) **No Impact.** Due to existing regulations, including requirements of NPDES Stormwater Discharge Permit, such as BMPs and LID development standards, there will be no effects on capacity of the existing stormwater drainage systems or additional sources of polluted runoff compared with the existing conditions. In fact, due to on-site stormwater retention improvements, as required for compliance with the NPDES Permit, as well as additional landscape lot coverage (and therefore less impermeable surface), it could be reasonably expected that stormwater runoff from the site would be reduced due to the project and would certainly not place any additional demand for capacity on the existing system. While runoff at a drive-thru fast food restaurant like the one proposed for the project could contain some pollution related to the business, it could be reasonably expected that polluted runoff would be reduced compared to the existing service station due to the fact that auto repair, fueling, and washing will no longer be conducted on the subject site. Therefore there will be no additional sources of polluted runoff or degradation of water quality resulting from the project.

g-h) No Impact. The project involves redevelopment of a vehicle service station to a drive-thru restaurant. It does not include development of any housing. Additionally, the project site does not fall within the 100-year or 500-year floodplain. Therefore the project will have no impacts related to placing housing within a 100-year flood hazard area or placement of structures that would impede or re-direct flood flows.

i) No Impact. The Laguna Hills General Plan Program EIR specifically points out that impacts of dam or reservoir failures could be significant for Lake Mission Viejo, since water flows down Oso Creek and could therefore affect the southeasternmost edge of the City adjacent to I-5. It also specifically mentions that local inundation and erosion effects could impact the area and water tanks immediately adjacent to the Veeh Reservoir and Sulphur Creek Reservoir. The project site is not located adjacent to any of the areas that would be impacted by flooding due to reservoir, levee, or dam failure. Therefore there will be no impacts associated with flooding due to levee, dam, or reservoir failure.

j) No Impact. Due to the City's inland location, the City including the project site, will not be affected by tsunamis. Impacts related to seiches are possible as a result of strong ground shaking causing structural damage to above-ground water tanks in certain areas of the City. Because there are no above ground water tanks in close proximity to the subject site, this will not cause impacts at the subject site. Mudflows are typically associated with areas where natural vegetation is removed from hillsides and/or cuts are made into hillsides. Due to the nature of the project site and the fact that it is immediately surrounded (especially up-hill) by urbanized areas with limited to no undeveloped hillside areas in the vicinity, there will be no potential mudslide impacts due to the project or at the project site.

3.10 – Land Use and Planning

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community	☐	☐	☐	☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

- a) **No Impact.** The project involves redevelopment of a 0.94-acre property from a vehicle service station to a drive-thru restaurant. It is located in an urbanized area abutting the I-5 freeway. Therefore the project will have no effect on established communities with respect to dividing or limiting access or connections.
- b) **No Impact.** The project involves redevelopment of a 0.94-acre property from a vehicle service station to a drive-thru restaurant. The proposed project is also consistent with the level of development anticipated in the General Plan and does not conflict with other plans adopted for the purpose of mitigating environmental effects such as the SCAG Regional Comprehensive Plan, SCAG Regional Transportation Plan, SCAG Compass Blueprint, County of Orange Growth Management Plan.
- c) **No Impact.** The site is not located within an applicable Natural Community Conservation Plan or habitat conservation plan. Therefore the project will have no impact on an applicable NCCP or habitat conservation plan.

3.11 – Mineral Resources

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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 on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

a-b) No Impact. The City is not located within an area specifically identified by the California Department of Mines and Geology as having substantial mineral resources. Additionally, the General Plan identifies no locally-important mineral resource recovery sites in Laguna Hills. No new discovery of significant mineral resources has occurred on or around the project area. Further, no additional disturbance of land is proposed from the existing conditions. Therefore, the project will have no impact on mineral resources.

3.12 – Noise

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b) Result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
d) Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
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 expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

- a) **No Impact.** The project involves re-development of an existing vehicle service station to a drive-thru restaurant. The project site is 0.94 acres in an urbanized area directly abutting the I-5 Freeway and located at an intersection of two busy arterial streets, El Toro Road and Avenida de la Carlota. The project is immediately surrounded by other commercial uses, such as other restaurants, a gas station, and retail uses. Sensitive land uses including a church/school and residential properties (in the City of Laguna Woods) are located over 500 feet away at roughly the same elevation.

The existing average ambient noise level on the subject property is approximately 65 dBA. Noise levels measured at the rear of the property (closest to the freeway) and along the edge closest to El Toro Road hover just over 70 dBA. Noise increases depending on traffic. For example, a large truck passing on the freeway produces a sound level of approximately 80 dBA. Some noises associated specifically with the

vehicle service station (existing use) include typical parking lot noise (cars starting, doors opening and closing, idling, etc.), large truck sounds (idling, air brakes, etc. both from trucks refueling as well as fuel and other deliveries to the business), car wash tunnel, and vehicle repair equipment sounds. Typical parking lot sounds associated with the business don't typically exceed the ambient noise level at the project site. The car wash tunnel (measured at about 10 feet from noise source) was approximately 85 dBA. Maximum noise level observed at the property was 95 dBA, which came from both airbrakes of a semi-truck refueling and from equipment used for vehicle repair. Both of these maximum noise readings were measured approximately 90 feet from the noise source.

The proposed use, a drive-thru restaurant, is expected to have parking lot noise similar to that of the existing use, as well as the sound from the drive-thru speaker. However, the noise sources associated with the existing use that produced noise levels exceeding the ambient level of the area (car wash, vehicle repair, and most large trucks) will not be present with the new use. The drive-thru restaurant will have some truck deliveries, but the occurrence of trucks is expected to be less than the incidence associated with the vehicle service station.

The City of Laguna Hills noise ordinance establishes a general exterior noise level for non-residential uses of 65 dBA. Ambient noise levels as well as noise sources associated with the existing use regularly exceed this noise threshold. Ambient noise next to the freeway as well as the adjacent streets regularly exceeds this level for prolonged periods of time. Other noise sources such as vehicle repair sounds exceed the threshold regularly. The car wash and vehicle repair noises, as well as most truck noise associated with the project site will be eliminated with implementation of the project. While ambient noise will remain (at levels above the threshold established by the noise ordinance) at the project site, they are not due to the drive-thru restaurant and therefore the project would not result in generation of noise levels in excess of standards in the noise ordinance.

Construction (especially the demolition, in which concrete will have to be removed) produces varying levels of noise. However, noise associated with construction, repair, remodeling, or grading is exempt from the noise ordinance provided that such noise occurs during the day from 7am to 8pm on weekdays Monday through Friday and 8am and 8pm on Saturday. The project will be required to comply with the construction hours and therefore short term construction noise will not be in conflict with the noise ordinance.

- b) Less Than Significant Impact.** See Section 3.12a above. Operations of the proposed drive-thru restaurant will not cause any groundborne vibration or noise levels. Therefore, there will be **No Impact** due to ongoing operations of the project. However, the construction phase of the project will generate groundborne noise and vibration. Groundborne noise and vibration would typically occur at the highest level during any concrete removal and grading activities. Again, these activities, like all construction, will be limited to the construction hours prescribed by the noise ordinance. Additionally, the surrounding area is all general commercial, with the nearest sensitive land uses (residences in Laguna Woods and St. George's Episcopal School) are over 500 feet away, allowing any groundborne noise and vibration to dissipate. Therefore short-term construction impacts related to groundborne noise and vibration will be less than significant.

- c) **No Impact.** See Section 3.12a. Ambient noise levels in the area are already fairly high due to the location of the project area directly adjacent to the I-5 Freeway, and at the corner of El Toro Road and Avenida de la Carlota. Noise associated with the operation of the proposed restaurant will be less than noises associated with the current business operations at the site (vehicle service station). Therefore the project will not cause any increase in ambient noise levels in the project vicinity above existing levels.
- d) **Less Than Significant Impact.** See Section 3.12a and 3.12b. Operations of the proposed restaurant will have no impact on ambient noise levels in the project vicinity. Construction equipment, machinery, and activities could temporarily increase the ambient noise level of the area above the current operations at the site. However, because any increase will be temporary, only during construction, and will comply with the noise ordinance-mandated construction hours, impacts related to temporary increases in ambient noise levels will be less than significant.
- e-f) **No Impact.** The City is not located within the boundaries of an airport land use plan or within 2 miles of a public airport or public use airport. The City is not located within the vicinity of a private airstrip. The project does not involve any residential uses. Therefore there will be no impact on people working in the project area due to excessive noise related to an airport or airstrip of any kind.

3.13 – Population and Housing

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

a) No Impact. The redevelopment of the 0.94-acre project site from a vehicle service station to a drive-thru restaurant will not cause substantial population growth. No new residences are planned nor any infrastructure expansion. The project is merely exchanging one medium-intensity commercial use (vehicle service station) to another medium-intensity commercial use (drive-thru restaurant). Therefore no substantial population growth in the area will occur either directly or indirectly related to the project.

b-c) No Impact. The project involves redevelopment of a 0.94-acre property from a vehicle service station to a drive-thru restaurant. There is no housing at the subject site, and therefore no replacement housing that will need to be constructed elsewhere. Therefore implementation of the project will not displace housing, people or necessitate replacement housing elsewhere.

3.14 – Public Services

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental 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 public services:				
a) Fire protection?	☐	☐	☐	☒
b) Police protection?	☐	☐	☐	☒
c) Schools?	☐	☐	☐	☒
d) Parks?	☐	☐	☐	☒
e) Other public facilities?	☐	☐	☐	☒

a-b) No Impact. The project involves redevelopment of a 0.94-acre property from a vehicle service station to a drive-thru restaurant. Because the project is exchanging one medium-intensity commercial use for another, there will be no additional demand for fire or police protection due to the project.

c-d) No Impact. The project involves redevelopment of a 0.94-acre property from a vehicle service station to a drive-thru restaurant. No housing is proposed as a part of this project, nor will the project directly or indirectly contribute to an increase in housing in the area. Therefore there is no impact to schools or parks as a result of this project.

e) No Impact. The project involves redevelopment of a 0.94-acre property from a vehicle service station to a drive-thru restaurant. The project site is served by El Toro Water District (water, sewer), South Orange County Wastewater Authority (wastewater treatment plant), Southern California Edison (Electricity), Southern California Gas Company (Gas), and CR&R/County of Orange Integrated Waste Management District (solid waste). Because the project involves what is basically a change from one medium-intensity commercial use to another, demand on public facilities would not increase due to the project.

3.15 – Recreation

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project 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?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☐	☐	☐	☒

- a) **No Impact.** The project involves redevelopment of a 0.94-acre property from a vehicle service station to a drive-thru restaurant. No housing is proposed as a part of this project, nor will the project directly or indirectly contribute to an increase in housing in the area. Increases in commercial space can indirectly affect population and therefore cause impacts on recreational resources. However, because the project calls for redevelopment of an existing commercial site with no new commercial area, the project will not cause an increase in population. Therefore the project will not increase the use of existing neighborhood and regional parks or other recreational facilities.
- b) **No Impact.** The project involves redevelopment of a 0.94-acre property from a vehicle service station to a drive-thru restaurant. No housing is proposed as a part of this project, nor will the project directly or indirectly contribute to an increase in housing in the area. The project does not include recreational facilities, nor will it require the construction or expansion of recreational facilities.

3.16 – Transportation and Traffic

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths and mass transit)?	☐	☐	☐	☒
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☒
e) Result in inadequate emergency access?	☐	☐	☐	☒
f) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	☐	☐	☐	☒

- a) **No Impact.** The City of Laguna Hills has adopted a standard of level of service (LOS) D or better at all intersections, except the intersection of El Toro and Avenida de la Carlota/I-5. El Toro road is a CMP arterial. Orange County CMP sets a LOS E standard for CMP intersections. The City of Laguna Hills defines significant project impact as an increase of 0.01 or more at intersections that reach LOS E or LOS F during the peak hour. The intersection at El Toro and Avenida de la Carlota/I-5 is currently LOS A (2013). A trip generation evaluation for the project was provided by Kimley-Horn and Associates (December 2014). The evaluation calculates daily trips and morning and evening peak hour trips for the existing use (service station with convenience market and car wash) and the proposed use (fast-food restaurant with drive-thru window), and then compared the results to show the net change. The drive-thru restaurant is expected to generate 216 additional daily trips, with 32 additional AM peak hour trips and 3 fewer PM peak hour trips than the existing use. While AM peak hour trips for a fast-food restaurant with drive thru would increase slightly, because the proposed restaurant, Raising Cane's, doesn't open until 10:00am, the actual AM peak hour trips generated by the project would be nominal, and when compared with the existing use, AM peak hour trips with the proposed project are expected to be 36 fewer. Since the intersection of El Toro and Carlota is not

approaching any significance thresholds, there will be no conflict with adopted level of service standards. Additionally, the right of way (including pedestrian sidewalks and bike lanes) will not be changed due to the project, except for landscape improvements in the right of way adjacent to the subject site and modification to the El Toro driveway, which do not affect performance of the circulation system. Therefore the project will not conflict with plans establishing measures of effectiveness for the performance of the circulation system.

- b) **No Impact.** See discussion in response 3.16a, above. There is no project impact or contribution to a cumulative traffic impact on El Toro Road, a CMT designated road.
- c) **No Impact.** The project involves demolition of an existing vehicle service station and the construction of a single-story 2882 square-foot drive-thru restaurant. The project would not intrude into any air traffic space and would not affect any air traffic patterns.
- d) ~~Less Than Significant Impact~~ **No Impact.** Substantial c Changes to existing rights of way are not proposed. The project site is accessed by two existing driveways, ~~which~~ The Avenida de la Carlota driveway will remain and will be updated to meet City standards. The El Toro driveway will be modified to create dedicated in and out driveways instead of one wider, combined driveway, as currently exists. The El Toro driveway has been re-designed in order to help facilitate better traffic flow on-site and prevent bottle-necks near the drive entry that could cause vehicle back-up onto El Toro Road. Because the project is a drive-thru restaurant, the City ~~also~~ evaluated the potential of the use to queue onto the rights of way and cause traffic back-up or dangerous circumstances. The site plan shows ~~a minimum 8-~~ a 9-car drive-thru lane queue, which does not block any parking aisles or spaces. There is space on the site for additional queuing, ~~but would not be ideal due to the fact that additional queuing would block parking spaces and on-site circulation.~~ Based upon the queuing analysis provided by Kimley-Horn (November 2014), ~~typical~~ queues of 8-9 cars up to 15 cars could be expected, which could be accommodated by the subject site. ~~A maximum queue of 15 cars was observed for a short peak at one comparable study location. This maximum occurred for a short period of time at the study site, and was not typical for operations. If a similar maximum occurred at the subject site, the site could accommodate such a queue in the internal driveways at the site. While not ideal, because this could block parking spaces and make on-site circulation less efficient, B~~ because all queuing can be contained on-site and such circumstances (if they occur at all) should be for short periods of time, the right of way will not be modified beyond improvements to bring the driveways up to City standards, ~~impacts related to traffic hazards would be less than significant~~ there will be no impacts related to traffic hazards.
- e) **No Impact.** No changes in existing access are proposed that would result in inadequate emergency access. The project will meet all of the City's requirements for driveway widths, drive aisle widths and general parking lot vehicle circulation. Maintaining these standards ensures that emergency access is maintained. In addition, adequate levels of service are maintained at intersections and freeway ramps within the project area resulting in adequate emergency access.
- f) **No Impact.** The City's General Plan has goals and policies that support alternative transportation, including working with OCTA to ensure public transportation remains a viable alternative to the automobile for

residents and working to improve bike and pedestrian connectivity throughout the City. The project will not affect public transportation or impact any existing bikeways or facilities. Improvements of the landscape buffer, as required by the Urban Village Specific Plan, between the sidewalks and project will increase attractiveness of the site and create a more pedestrian friendly environment on the streets abutting the project area. There will be no conflict with adopted policies, plans, or programs as a result of the project.

3.17 – Utilities and Service Systems

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☒
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☐	☒
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it had adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☒
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☐	☒

a-b) No Impact. According to the General Plan Program EIR, Southern Orange County Water Authority and the El Toro Water District represent that the remaining capacity at the Regional Treatment Plant wastewater treatment facility is sufficient to serve potential new development and redevelopment located within the City. There are no current plans to construct additional facilities within the City. The project involves redevelopment of a 0.94-acre property from a vehicle service station to a drive-thru restaurant. Because the project involves what is basically a change from one medium-intensity commercial use to another, demand on wastewater treatment facilities will not increase due to the project and wastewater treatment requirements will not be exceeded, nor will new facilities be needed due to the project.

- c) **No Impact.** The project involves redevelopment of a 0.94-acre property from a vehicle service station to a drive-thru restaurant. Due to increased landscape areas on the site as a result of the project and implementation of stormwater BMPs as required by the WQMP for the project, impervious surfaces on the subject site will slightly decrease from the existing conditions. Impervious surfaces are the areas that significantly impact stormwater drainage capacity due to the fact that water generated during storms without intervention tends to run off these surfaces and into stormwater drainage infrastructure. Because impervious surfaces are decreased and stormwater BMPs will be incorporated, it is reasonable to expect that stormwater runoff from the site will actually decrease with the implementation of the project. Therefore new or expanded stormwater facilities will not be required due to the project.
- d) **No Impact.** The project involves redevelopment of a 0.94-acre property from a vehicle service station to a drive-thru restaurant. Water requirements for the proposed use are not expected to be significantly different than the current conditions. In fact, because there will no longer be a car wash on the site, and because the project must comply with LHMC Chapter 9-47, with regard to landscape water efficiency requirements, the project may result in no additional demand on water services. Due to the change in use, the project applicant will have to provide written verification to the City prior to building permit issuance from El Toro Water District that there is sufficient water supply available. Therefore there will be no impact related to water supply or additional water entitlements due to the project.
- e) **No Impact.** See responses 3.17 a-b, above.
- f-g) **No Impact.** City is required to continue to implement existing solid waste reduction programs required by AB 939. The project will be required to use the City's solid waste removal franchisee, CR&R, which allows oversight and regulation of solid waste practices, ensuring that sites within the City, including the subject site, are adhering to solid waste diversion requirements. CR&R implements practices that divert as much waste as possible from landfills. The project involves redevelopment of an existing developed 0.94 acre-commercial property with no new development area. Therefore the project will have no impact on capacity at existing landfills and the City and all developments will continue to comply with regulations related to solid waste, including AB 939.

3.18 – Mandatory Findings of Significance

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to 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, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b) Does the 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 project have environmental effects, which will cause substantial adverse effects on human beings, whether directly or indirectly?	☐	☐	☒	☐

a) No Impact. The project involves redevelopment of a 0.94-acre property from a vehicle service station to a 2,882 square-foot fast food restaurant with a drive-thru. The project site is located directly adjacent to the I-5 freeway at the intersection of two major arterials (El Toro Road and Avenida de la Carlota). The surrounding area is urbanized and includes mostly general commercial uses. As discussed in section 3.4 (Biological resources), there is no natural habitat on or adjacent to the subject site. The project will not directly impact any fish, wildlife, or endangered plant or animal. Nor will the project indirectly impact fish, wildlife, or animals by substantially degrading habitat, as no natural habitat exists in the area. Further the project will not disturb any additional land, beyond what is already developed, and will therefore have no potential to eliminate any examples of major periods in California history or prehistory.

b) Less Than Significant Impact. The change of use at this project site is typical of an urbanized area. The project has no impact in any environmental category except the following: Geology & Soils, Air Quality, Greenhouse Gasses, Hazardous Materials, ~~and Noise, and Transportation~~. Impacts due to the project in these categories were all less than significant. With regard to Geology & Soils, the insignificant potential impact was related to seismic ground shaking, which is a risk of all development in CA. Cumulative impacts related to seismic ground shaking in an already urbanized area are not increased due to the project. Impacts related to Air Quality and GHGs are cumulative, by nature, especially in the case of very small development projects, like the subject project. Any net increase in emissions generated by the change in use of this urban parcel falls within expected increases in the levels of emissions resulting from build-out of the General Plan

and is not cumulatively significant. Any potential impacts related to hazardous materials at the site are due to the history of leaking underground fuel storage tanks at the site. These impacts are site-specific and will not have a significant cumulative impact. Noise impacts related to the project are all temporary and not associated with ongoing operations at the project site. Construction noise impacts are expected to be limited to several weeks and therefore will not contribute significantly to any cumulatively considerable noise impacts in the area. ~~Impacts in the transportation category were limited to on-site circulation issues and will therefore not be cumulatively significant.~~

- c) **Less Than Significant Impact.** The project involves the re-development of a 0.94-acre urbanized property from an existing vehicle service station to a 2,883 square-foot drive-thru restaurant. The change of use and subsequent operations of the new use will not cause any environmental effects that will cause substantial adverse effects on human beings either directly or indirectly. As discussed in the previous responses in this document, all environmental impacts caused by the project will be less than significant. With regard to Geology & Soils, the insignificant potential impact was related to seismic ground shaking, which is a risk of all development in CA. Due to the low profile, single-story building and the fact that the building must meet all CA Building Code standards, the project would not cause a substantial adverse impact to humans. The project will contribute to emissions that could impact Air Quality and GHGs, which by nature affects humans. However, because the net increase of any such emissions is well below any significance threshold and because the small net increases are well within those projected as part of the General Plan build-out scenario, the project's emissions will not cause a substantial adverse effect on humans. Contaminated soils may be found on site due to the history of a leaking UST on the site. However, based upon recent groundwater studies, we know the contamination to be decreasing. Additionally, any contaminated soils found during excavation and removal of the USTs as a part of this project will be removed, per County regulations for removal and closure of USTs. Further, no hazardous materials are a part of the ongoing operations of the use proposed for the site as a part of this project. Noise impacts, above what is currently existing at the site, are confined to construction-related noise, which occur only for a short time. Because they are short-term impacts, limited by existing regulations for constructions hours, and because there are no residences, schools, or similar sensitive uses within 500-feet, there will be no substantial adverse effects on humans due to the project. ~~Traffic impacts are confined only to on-site circulation issues and therefore will not have substantial adverse effects on humans.~~

Section 4: References

4.1 – List of Preparers

Katie Crockett, Assistant Planner, City of Laguna Hills

4.2 – Bibliography

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City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: APRIL 28, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: MELISSA AU-YEUNG
ASSISTANT TO THE CITY MANAGER**

**ISSUE: SELECTION OF CITY REPRESENTATIVES FOR SOUTHERN CALIFORNIA
ASSOCIATION OF GOVERNMENTS ANNUAL CONFERENCE AND
ASSOCIATION OF CALIFORNIA CITIES-ORANGE COUNTY LEGISLATIVE
AND REGULATORY COMMITTEE**

**RECOMMENDATION: THAT THE CITY COUNCIL CONSIDER THE SELECTION OF
CITY REPRESENTATIVES FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF
GOVERNMENTS ANNUAL CONFERENCE AND THE ASSOCIATION OF CALIFORNIA
CITIES-ORANGE COUNTY LEGISLATIVE AND REGULATORY COMMITTEE.**

SUMMARY:

At its April 14, 2015 City Council meeting, Mayor Pro Tempore Kogerman requested the City Council consider the selection of a City representative for the upcoming Southern California Association of Governments (SCAG) annual conference. The 2015 Regional Conference & General Assembly for SCAG is scheduled for Thursday, May 7, 2015, through Friday, May 8, 2015, in Palm Desert. Earlier this year, Mayor Pro Tempore Kogerman was elected as the Orange County Council of Governments (OCCOG) District 13 Regional representative and, in that capacity, is scheduled to attend the annual conference as a regional representative for SCAG. As the regional representative, Mayor Pro Tempore Kogerman will be representing the interests of the five cities located within her district. As such, the City is entitled to designate a separate City representative to protect and further the interests of the City.

Also discussed later at that same City Council meeting, Mayor Gilbert requested the City Council select a City representative to the Association of California Cities-Orange County (ACC-OC) Legislative and Regulatory Committee. The Legislative and Regulatory Committee is an important resource in ensuring that member cities have the information and tools they need to make informed decisions about State-wide and regional issues. Each member city is entitled to designate one representative on this committee. The committee meets on a monthly basis on the fourth Friday of every month.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: APRIL 28, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER**

ISSUE: FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING AND RESTATING CHAPTER 8-04 AND SECTIONS 6-28.010, 6-28.020, 6-28.040, 11-30.010, AND 11-30.020 OF THE LAGUNA HILLS MUNICIPAL CODE RELATING TO PARK AND RECREATIONAL FACILITY USE REGULATIONS, PUBLIC DRINKING, AND UNAUTHORIZED MOTORIZED DEVICES ON PUBLIC PROPERTY; AND THE FIRST READING AND INTRODUCTION OF AN ORDINANCE ADDING A NEW CHAPTER, CHAPTER 8-10, TO THE LAGUNA HILLS MUNICIPAL CODE RELATING TO SKATEBOARD PARK REGULATIONS

RECOMMENDATION: THAT THE CITY COUNCIL: (1) INTRODUCE FOR FIRST READING, READ BY TITLE ONLY, AND WAIVE FURTHER READING, AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 8-04 OF TITLE 8 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING PARK AND RECREATIONAL FACILITY USE REGULATIONS, AMENDING SECTIONS 6-28.010, 6-28.020 AND 6-28.040 OF TITLE 6 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING PUBLIC DRINKING, AND AMENDING SECTIONS 11-30.010 AND 11-30.020 OF TITLE 11 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING UNAUTHORIZED MOTORIZED DEVICES ON PUBLIC PROPERTY;" AND (2) INTRODUCE FOR FIRST READING, READ BY TITLE ONLY, AND WAIVE FURTHER READING AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 8-10 TO TITLE 8 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING SKATEBOARD PARK USE REGULATIONS."

SUMMARY:

A major plan in the current budget cycle is to update park use rules at the Skate Park with the establishment of a new skate park use section in the City's municipal code, and install a fence around the Skate Park facility to regulate use if necessary. City staff has worked with the City Attorney's office for a comprehensive Laguna Hills Municipal Code (LHMC)

update to its park and recreation facility use regulations as well as its Community Center and Sports Complex Skateboard Park facility regulations. A summary of the substantive code revisions are included in this staff report. In regards to the permitted use of the skateboard park facility, the proposed revisions carry forward the existing prohibition that scooters and bicycles are not allowed at the skateboard park facility. This is because the City is afforded liability protection from the State because skateboarding is defined as a hazardous recreational activity and scooter and bicycle use is not. Furthermore, the City's skateboard park facility was originally designed for skateboard and inline skating use only and any other use would subject the City to potential liability. The attached Ordinances were reviewed by the Parks and Recreation Commission at two meetings: February 4, 2015 and March 4, 2015. The Commission's final recommendation was for the City Council to adopt the attach Ordinances, which is further explained within this staff report. In regards to the major plan that calls for the potential installation of a fence around the skateboard park facility, it is staff's opinion that this should be put on hold for budget considerations and to allow for time to determine the effectiveness of skateboard park facility rules enforcement with the new LHMC updates as well as the posting of new signage in the park.

BACKGROUND:

A major plan in the current budget cycle is to update park use rules at the Skate Park with the establishment of a new skate park use section in the City's municipal code, and install a fence around the Skate Park facility to regulate use if necessary. To this end, staff has worked with the City Attorney's office to not only introduce a new chapter (Chapter 8-10) to the Laguna Hills Municipal Code (LHMC) code, but to also revise Chapter 8-04 (Parks and Recreation Facility Use Regulations) of the LHMC. It is important to note that the attached proposed new Chapter 8-10 (Skateboard Park Regulations) carries forward the already existing regulations in the LHMC pertaining to the skateboarding facility. These regulations include the continued prohibition of scooters and bicycles in the skateboard park facility; and also that helmets, kneepads, and elbow pads must be worn by all that use the facility as required by State law.

The revisions to Chapter 8-04 are a complete rewrite of the existing code to bring it to the standard of other local municipal park use regulations, address staff concerns with the existing code requirements, and to ensure that the code update is comprehensive enough to negate the need for any other code changes in the near future. This work effort also resulted in the update of other sections of the LHMC to coincide with the proposed changes to Chapter 8-04 of the LHMC. For instance, amendments to LHMC sections 6-28.010, 6-28.020, and 6-28.040 are recommended to revise the City's current code relating to public consumption of alcohol and to make any violations of these sections punishable in accordance to Chapter 1-32 of the LHMC. Also, sections 11-30.010 and 11-30.020 of the LHMC are amended to simply update these sections of the code with the correct reference to the revised sections of Chapter 8-04 of the LHMC.

Two meetings were held with the Parks and Recreation Commission to review the proposed LHMC revisions. The first meeting was on February 4, 2015, and upon its review of the LHMC revisions, the Parks and Recreation scheduled an adjourned regular meeting for March 4, 2015. The primary purpose of the adjourned meeting was to continue discussions on skateboard park facility rules. Several individuals from the public were present at both meetings to voice their desire for the allowance of scooters at the skateboard park facility. The majority of these individuals were not Laguna Hills residents.

Staff was also directed by the Commission, at its February 4, 2015 meeting, to research other skateboard park facilities to determine their regulations in regards to scooter and bicycle use. The Commission requested that this information be brought back to them at the March 4, 2015, meeting. Staff found that almost all of municipal skateboard park facilities surveyed are unsupervised facilities and only allow skateboarding. Only a very few of the cities surveyed allow scooting and/or bicycling at their unsupervised public facility. One example is the City of Diamond Bar that has made a business decision to assume all liability risks that may occur at their skateboard park facility. In this case, the City of Diamond Bar permits scooters and skateboarders to commingle, but does not allow bicycles, at their skateboard park facility.

The reason that the majority of municipalities only permit skateboarding at their public skateboard park facilities is because State law affords liability immunity to local governments by defining skateboarding as a hazardous recreational activity. This applies to local jurisdictions that are operating a skateboard park facility "that is not supervised on a regular basis." Specially, under State law, "neither a public entity nor a public employee is liable to any person who participates in a hazardous recreational activity" (CA Government Code, Section 831.7). Currently, the activities of scooting and bicycling are not defined in State law as a hazardous recreational activity and consequently cities are not afforded the same liability protection as skateboarding.

For clarification, this provision in State law only applies to individuals who are 12 years of age or older. Any skateboarder that is under the age of 12 does not fall under this State law provision and the City may not benefit from State liability immunity for any injuries that occur to children under the age of 12. However, another point that was made with the Parks and Recreation Commission was that the skateboard park facility was originally designed by a licensed professional to be used only for skateboarding and inline skating (i.e., rollerblading). This affords the City "design immunity" for this recreational facility; however, allowing the skateboard park facility to be used in a manner for which it was not intended (like allowing the use of scooters or bicycles) would be contrary to the original design and intended purpose of the facility and could subject the City to potential liability under a dangerous condition of public property theory of liability in the event of serious injury to a person. Under the design immunity defense, a public entity is not liable for injuries caused by an alleged dangerous condition of its property when the plan or design creating that condition was reasonably approved before construction, as was the case with the City's skateboard park facility. To establish the design immunity defense, the entity

must establish each of the following elements: (1) a causal relationship between the facility design plan and the accident; (2) discretionary approval of a plan before construction; and (3) substantial evidence supporting the reasonableness of the design. The design immunity defense could potentially be defeated if the City were to knowingly and intentionally allow the skateboard park facility to be used in a manner for which it was not intended, and such potential liability exposure would be increased by the fact that scootering and/or bicycling in an unsupervised municipal skateboard park facility is not considered a hazardous recreational activity and, therefore, the City would not be afforded immunity under current State law.

Upon much discussion and public input, The Parks and Recreation Commission, at its March 4, 2015, meeting, ultimately recommended that the City Council adopt the revised Chapter 8-04 of the LHMC and adopt the new Chapter 8-10 of the LHMC. However, this recommendation was also made with the request for staff to continue to analyze the allowance of scooters by considering supervision, specific times for this use, charging a fee, signing of waivers, and the consideration to request a park architect to revise the "design" of the facility for the inclusion of scooters.

At this time staff believes that the attached LHMC revisions should be adopted by the City Council which includes only the allowance of skateboards and inline skates at the skateboard park facility. In regards to the major plan that calls for the potential installation of a fence around the skateboard park facility, it is staff's opinion that this should be put on hold for budget considerations and to allow for time to determine the effectiveness of skateboard park facility rules enforcement with the new LHMC updates as well as the posting of new signage in the park.

A summary of the substantive code changes are provided below.

1. The addition of new code to provide ability for private parks to fall under Chapter 8-04 of the LHMC if certain requirements are fulfilled.
2. Separates, organizes, and updates the rules and regulations of the skateboard park facility found under Chapter 8-04 into a new chapter (Chapter 8-10).
3. Revises the code so that violations of the provisions of LHMC Chapter 8-04, Chapter 8-10, Section 6-28.010, Section 6-28.020, and Section 6-28.040 are subject to punishment in accordance with Chapter 1-32 of the LHMC (e.g. code violations are subject to a misdemeanor).
4. Clarifies that any recurrent athletic league, club, team or group sport activity will require a facility permit to use a park facility.
5. Added more to the list (i.e. bounces houses) of temporary placements in a park that requires a facility permit.

6. Included lessons and classes when a fee is charged as commercial activity which requires the issuance of a permit in our parks.
7. A person not having a facility permit for the use of a park shall turn over possession of the park to a person having possession of an approved facility permit.
8. No person shall fail to produce a facility permit when requested to do so for the purpose of enforcing compliance with the provisions of Chapter 8-04.
9. Clarification that the City and City co-sponsored programs and events are exempt from fees, deposits, and permit requirements.
10. Use of electric outlets is prohibited except in areas designated and under conditions established by the Director.
11. Radio controlled models and model rockets (i.e. airplanes, cars, drones, gliders) are prohibited in parks except in areas designated and under conditions established by the Director.
12. Powerless flight such as hang gliding is prohibited in parks except in areas designated and under conditions established by the Director.
13. No golfing in parks except in areas designated and under conditions established by the Director.
14. The section pertaining to the protection of foliage, landscape, historical and park structures, and equipment has been revised to also include the additional protection of archeological resources.
15. Adds sections to the code that prohibits the disturbance or taking of wildlife and prohibits the collection of research specimens unless approved by the Director.
16. Sanitation section is revised to include more restrictions such as the washing of clothes and utensils in a park.
17. Use of public restrooms section is added to the code to specify that no person shall delay, linger, or idle about without the lawful purpose for being present related to the use of a restroom.
18. Barbecues and similar devices are prohibited in parks unless approved by the issuance of a facility permit.

19. A section on trails, the use of and trespassing restrictions for trails, is added to the chapter.
20. No person shall erect structures within a park unless it is in a designated area and under conditions established by the Director.
21. Individuals shall remove any equipment from a park the he or she has custody or control over during any time that a park is closed.
22. The park closure section has been revised to include temporary closure of parks due to renovation and maintenance work.
23. A section on interfering with city functions has been added to the code.

ATTACHMENTS:

- 1) Excerpts of current LHMC: Chapter 8-04 (Parks and Recreation Facility Use Regulations); Sections 6-28.010, 6-28.020, 6-28.040 of the LHMC; Sections 11-30.010, 11-30.020 of the LHMC; Chapter 1-32 (General Penalty) of the LHMC.
- 2) Proposed Ordinance: Chapter 8-04 (Parks and Recreation Facility Use Regulations) of LHMC; Sections 6-28.010, 6-28.020, 6-28.040 of the LHMC; Sections 11-30.010, 11-30.020 of the LHMC.
- 3) Proposed Ordinance (Skateboard Park Regulations) of the LHMC.

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Chapter 8-04 PARK AND RECREATION FACILITY USE REGULATIONS

Sections:

- 8-04.010 Declaration of purpose.
- 8-04.020 Definitions.
- 8-04.030 Hours.
- 8-04.040 Facility permit.
- 8-04.050 City priority.
- 8-04.060 Vending and other commercial solicitation.
- 8-04.070 Camping.
- 8-04.080 Signs.
- 8-04.090 Firearms, weapons, fireworks.
- 8-04.100 Protection of foliage, landscape, historical and park structures, equipment.
- 8-04.110 Sanitation.
- 8-04.120 Barbecues and fires.
- 8-04.130 Animals.
- 8-04.140 Glass beverage containers.
- 8-04.150 Alcoholic beverages.
- 8-04.160 Motor vehicles or similar conveyances.
- 8-04.170 Bicycles.
- 8-04.180 Skateboarding and rollerskating.
- 8-04.190 Park closure.
- 8-04.200 Effect of park regulations and enforcement.
- 8-04.210 Eviction.
- 8-04.220 Community center and sports complex.

8-04.010 Declaration of purpose.

The purpose of this chapter is to regulate the use of city parks so that all persons may enjoy and make use of the parks. The following regulations apply to all city parks. (Prior code § 8-05.005)

8-04.020 Definitions.

As used in this chapter:

“Alcoholic beverages” means beer, wine, malt liquor, or distilled spirits.

“Athletic fields or courts” means ball diamonds, soccer fields, roller hockey rinks, volleyball and basketball courts, skateboard facilities owned and operated by the city.

“ATV” means an all terrain vehicle as defined in Section 111 of the California Vehicle Code.

“Camp” means to set up or use tents, shacks, movable structures or vehicles, bedrolls, or sleeping bags or other such paraphernalia for overnight sleeping purposes.

“Director” means the Parks and Recreation Director or his or her designee.

“Eviction” means expulsion from the park and, if applicable, revocation of a facility permit.

“Exclusive use” means the right to use a park, or portion thereof, for any activity at a specified time, to the exclusion of all others.

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“Facility permit” means written permission by the Director for a specified use of a park area or facility in a park.

“Motorcycle” means any motor vehicle, motorized bicycle, or motor-driven cycle as defined respectively in Sections [400](#), [405](#), and [406](#) of the California Vehicle Code.

“Motorized quadricycle” means a four-wheeled device, as defined in Section [407](#) of the California Vehicle Code.

“Motorized tricycle” means a three-wheeled device, as defined in Section [407](#) of the California Vehicle Code.

“Motorized scooter” means any two-wheeled device that has handlebars, is designed to be stood or sat upon by the operator, and is powered by an electric motor that is capable of propelling the device with or without human propulsion, as defined in Section [407.5](#) of the California Vehicle Code.

“Park” means all city parks, buildings and grounds, athletic fields or courts, and open space areas owned and operated by the city for park, recreation or open space purposes.

“Person” means every individual, firm, corporation, joint venture, association, social club, or any group or combination activity as a unit. (Ord. 2004-12 § 1; Ord. 98-4 § 1: prior code § 8-05.010)

8-04.030 Hours.

All parks shall be open to the public during such hours as may be established by resolution of the City Council. No person, except those having valid facility permits, shall enter or remain in any park at any time other than during such hours as the park is open to the public. (Prior code § 8-05.015)

8-04.040 Facility permit.

A. A facility permit must be obtained from the Director prior to sponsoring or conducting any of the following activities in a park:

1. For the exclusive use of any park area or park facility which has been designated by the Director as requiring a facility permit;
2. For any organized activity in which fifty (50) or more persons are expected to participate or attend, or to which the public is invited or which requires special city services. Such activity includes, but is not limited to: a picnic, rally, group meeting, parade, camp-out, play, musical event, art show, exhibition or, lecture or any type of an entertainment performance;
3. Any activity involving the erection or placement on park property of stages, booths, platforms, sculptures and other art works, or other similar structures;
4. For the sale of any goods, wares, merchandise, food or beverages in connection with a permitted group activity;
5. For any activity involving the use of amplified sound.

B. The Director is expressly delegated the authority to prescribe rules and procedures for the issuance of facility permits and to determine in his or her sole discretion whether to issue a

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permit, and in the case of a permit for amplified sound, to determine the maximum amplification permissible consistent with other persons' enjoyment in the park.

C. Facility permits shall be issued on such terms and conditions deemed reasonable by the Director to protect park property and to promote use of the park by all persons.

D. Issuance of a facility permit may be conditioned on the payment of fees as may be established by resolution of the City Council.

E. The denial of a facility permit or the terms and conditions for the issuance of a permit (except the requirement to pay facility permit fees) may be appealed in writing to the City Manager within five business days of the Director's decision. The City Manager's decision on the appeal is final. The City Manager is not required to consider a late-filed appeal.

(Prior code § 8-05.020)

8-04.050 City priority.

With the exception of park use pursuant to a facility permit, city recreational programs, including activities and events co-sponsored by the city, shall have priority of use of all athletic fields or courts. (Ord. 98-4 § 2: prior code § 8-05.023)

8-04.060 Vending and other commercial solicitation.

No person shall solicit primarily for commercial purposes in any manner, or sell or offer for sale any goods, wares, merchandise or food products, or distribute or pass out any primarily commercial handbill or advertising material, provided, however, that this section does not apply to a concession or group activity operated under a facility permit that allows such sales in connection with the permitted activity. (Prior code § 8-05.025)

8-04.070 Camping.

No person shall camp; except that group camping activities for juveniles (under eighteen (18) years of age) under adult supervision may be permitted by the Director, subject to the issuance of a facility permit. (Prior code § 8-05.030)

8-04.080 Signs.

No person shall paint, post, attach or affix any handbill, notice, sign or advertisement upon or to any bridge, fence, building, tree or other property or improvement. With permission of the Director, signs may be posted on a community bulletin board. (Prior code § 8-05.035)

8-04.090 Firearms, weapons, fireworks.

No person shall have any fireworks, firearms, air gun, BB gun, slingshot or bow or hunting arrow or any weapon in his or her possession in a park, nor shall any person discharge any fireworks or weapon upon or into any park. (Prior code § 8-05.040)

8-04.100 Protection of foliage, landscape, historical and park structures, equipment.

A. Except as may be authorized by the Director, no person shall pick flowers, foliage, berries or fruit, or cut, carve, hack, break, dig up, remove, deface, use or in any way mutilate or injure any wood, leaf mold, rock gravel, sand, tree, shrub, plant, fern, grass, turf, mold, artifact, railing, seat, building, barbecue stove, sign, fence, post, structure, toilet, lavatory, restroom, play equipment or any other object in any park.

B. No person shall deface, mar or disfigure any bridge, fence or other structure within a park, or any tree situated in any park, by painting, cutting, scratching or breaking the same or attaching or affixing anything thereto.

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C. No person shall climb any tree, or walk, stand or sit upon monuments, signs, buildings, roofs, railing, fences and gates, backstops, tables or upon other property not designated for or customarily used for such purposes.

(Prior code § 8-05.045)

8-04.110 Sanitation.

A. No person shall leave, deposit, drop or scatter any bottles, broken glass, ashes, wastepaper, cans or other rubbish, garbage, litter, refuse or other matter in any park except in a designated rubbish container. No person shall deposit any such matter in the public toilets of any park.

B. When rubbish containers are not available or are full, refuse and rubbish shall be carried away from the park.

C. No person shall excrete or leave any human waste in or on park property, except in a public toilet. Soiled diapers shall be deposited in rubbish containers or removed from the park.

(Prior code § 8-05.050)

8-04.120 Barbecues and fires.

No person shall build, light, kindle or maintain any open or outdoor fire at any place in a park except in park facilities especially provided for this purpose. No person shall bring portable BBQs or hibachis into a park. (Prior code § 8-05.055)

8-04.130 Animals.

A. Except for seeing eye dogs, cats, dogs or other domestic animals shall be restrained by a substantial leash, not to exceed six feet in length, and shall be in the charge of a person competent to restrain such animal. This section shall not prevent the city or its facility permittees from holding supervised public events in which domestic animals participate, nor shall it prohibit the Director from issuing facility permits for group activities involving domestic animals.

B. Domestic animal waste shall be removed from the park, or it shall be disposed of in park rubbish containers by the person in charge of the animal.

C. No person shall trap, kill, wound or maltreat any bird or animal, or permit any domestic animal under their control to pursue, trap, kill or wound any bird or other domestic animal.

D. Horses or pack animals are not permitted, except on designated equestrian trails.

(Prior code § 8-05.060)

8-04.140 Glass beverage containers.

No person shall bring into a park or have in his or her possession in a park a glass beverage container. (Prior code § 8-05.065)

8-04.150 Alcoholic beverages.

No person shall consume, possess or sell any alcoholic beverages within a park. (Prior code § 8-05.070)

8-04.160 Motor vehicles or similar conveyances.

Except for motorized wheelchairs or other similar conveyances for the disabled, and motorized vehicles used for park maintenance, no person shall operate or drive any motor vehicle,

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motorcycle, ATV, motorized quadricycle, motorized tricycle, or motorized scooter in a park, nor shall any person clean, wash, polish or make any repairs to any such vehicle, cycle, or scooter in a park. (Ord. 2004-12 § 2: prior code § 8-05.075)

8-04.170 Bicycles.

Bicyclists shall yield the right-of-way to pedestrians on park walkways. All bicycles shall be parked in a bicycle rack when one is provided and space is available. No person shall leave a bicycle on athletic fields or courts, in the play equipment area or on sidewalks. No person shall ride a bicycle in a park or portion thereof which has been posted as a "No Bicycling Area" pursuant to Chapter [11-32](#) of this code. (Ord. 98-4 § 3: prior code § 8-05.080)

8-04.180 Skateboarding and rollerskating.

Rollerskaters (including rollerbladers) and skateboarders shall yield the right of way to pedestrians on park walkways. No person shall leave a skateboard or rollerskates (including rollerblades) on athletic fields or courts, in the play equipment area or on sidewalks. No person shall skateboard or use rollerskates as defined in Chapter [11-32](#) of this code in a park or portion thereof which has been posted as a "No Skateboarding" or "No Rollerskating" area pursuant to Chapter [11-32](#) of this code. (Ord. 98-4 § 4: prior code § 8-05.085)

8-04.190 Park closure.

The Director may close parks or any portion thereof when such areas are filled to capacity or a hazardous condition poses potential danger to citizens, city employees or city property. Any such closure shall be for the duration of the capacity or hazardous condition situation as determined by the Director. (Prior code § 8-05.090)

8-04.200 Effect of park regulations and enforcement.

The privilege of any person to use the parks is expressly conditioned upon compliance by that person with the provisions of this chapter as they apply to such use. A violation of any provision of this chapter shall be deemed an infraction punishable by a fine not exceeding twenty-five dollars (\$25.00); a fine not exceeding one hundred dollars (\$100.00) for a second violation within one year of the first; and a fine of two hundred fifty dollars (\$250.00) for each additional violation within one year of the first. In addition, the person shall be subject to eviction from the park in which the violation occurs and other parks if necessary, all in accordance with the procedures in Section [8-04.210](#) of this chapter. This chapter shall be enforced by the Director and such of his or her agents as he or she may designate to perform said duty, as well as by peace officers having jurisdiction of any area in which a violation of any provision of the chapter may take place. (Prior code § 8-05.100)

8-04.210 Eviction.

A. A person is subject to eviction from a park when the following conditions occur:

1. The person is in violation of a park regulation;
2. The person has been warned in a manner that is reasonably calculated to reach that person that eviction may result from any further violation;
3. After receiving such warning, a further violation occurs;
4. No lesser sanction reasonably appears to suffice.

However, where a violation is of such magnitude or seriousness of violence, no warnings will be necessary prior to eviction.

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B. A group is subject to eviction from the park when any one of the following conditions occur and no lesser sanction reasonably appears to suffice:

1. There is probable cause to believe that an unlawful assembly exists pursuant to California Penal Code Section 407;
2. There is a clear and present danger of imminent violence which cannot reasonably be forestalled without evicting the entire group;
3. There exists a group sponsored or organized activity which violates one or more park regulations and such group sponsored organized activity has not ceased as a result of one or more warnings given to the permit applicant and the group as a whole;
4. There are multiple individual violations of park regulations which have not stopped following the eviction of one or more such individual violators and violations continue after the group has had a reasonable opportunity to cure them.

(Prior code § 8-05.105)

8-04.220 Community center and sports complex.

A. Any person riding a skateboard or rollerblading at the skateboard facility shall wear a helmet, elbow pads, and kneepads.

B. Because of the particular design features of the skateboard facility, skateboarding at the facility is considered stunt, trick, or luge skateboarding.

C. Signs shall be posted at the skateboard facility to afford reasonable notice:

1. That any person riding a skateboard or rollerblading must wear a helmet, elbow pads, and kneepads, and any person failing to do so will be subject to citation under the city's code;
2. That rollerblading by adults and skateboarding by persons over the age of fourteen (14) are deemed to be hazardous recreational activities and that the city may not be liable for injuries incurred by such persons participating in rollerblading and/or skateboarding at the skateboard facility.

D. Any person who is injured at the skateboard facility shall report the injury to city staff and shall complete an injury report form.

E. Any person using the skateboard facility is subject to the following rules and regulations:

1. The skateboard facility has been designed for use without the introduction of any outside obstacles, ramps, rails, or other similar materials or devices. Consequently, bringing to the facility or using any outside obstacles, ramps, rails, or other similar materials or devices at the skateboard facility is prohibited;
2. The hours of operation for the skateboard facility are from eight a.m. to ten p.m. Use of the skateboard facility outside of the hours of operation is prohibited. In addition, use of the skateboard facility after sundown when the skateboard facility lights are not on is prohibited;
3. Food and beverages are prohibited within the limits of the grinding rail at the skateboard facility;

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4. Glass products, glass bottles, glass beverage containers, and any other type of glass object or material are prohibited;
 5. The skateboard facility is a smoke-free area. The use of cigarettes, smokeless tobacco, or the use of any other type of tobacco or smoking product is prohibited;
 6. The use of scooters, as defined in Section 11-32.010, is prohibited;
 7. The use of profanity is prohibited; and
 8. The Director of Community Services, or his or her designee, may, in his or her sole discretion, regulate the hours of operation at the skateboard facility for specified groups of users. The city shall post such regulations in appropriate signage at the skateboard facility. Any first violation shall be deemed an infraction and shall be punishable as set forth in Section 11-32.080.
- F. The use of scooters, as defined in Section 11-32.010, skateboards, and bicycles are prohibited within the roller hockey rink.

(Ord. 2004-3 § 2; Ord. 2000-4 § 1)

The Laguna Hills Municipal Code is current through Ordinance 2015-3, passed February 24, 2015.

Disclaimer: The City Clerk's Office has the official version of the Laguna Hills Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: <http://www.ci.laguna-hills.ca.us/>
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Chapter 6-28 PUBLIC DRINKING

Sections:

- 6-28.010 Consumption of alcoholic beverages in public—Prohibited.
- 6-28.020 Consumption of alcoholic beverages on homeowners association's property—May be prohibited.
- 6-28.030 Posting of premises and parking lot adjacent to retail package off-sale alcoholic beverage licensee.
- 6-28.040 Possession of open container of alcoholic beverage on posted premises of retail package off-sale alcoholic beverage licensee.

6-28.010 Consumption of alcoholic beverages in public—Prohibited.

The drinking of any intoxicating liquor or any fermented malt beverage, unless specifically permitted by the prior written approval of the city, is prohibited:

- A. On any street, roadway, boulevard, alley, parking lot, sidewalk, public way, or public place in the city;
- B. In the public parking, loading, and access areas of any commercial shopping center;
- C. On any grounds owned by or under the control of a public school district or public park district within the city, or within a distance of three hundred (300) feet from any exterior boundary of such grounds, except on private residential property or within a properly licensed commercial establishment;
- D. Within any public park, public place, recreation and park district, regional park, open-space district, recreation facility, or recreational area owned and/or operated by the city, county, or any public agency. This section does not apply where the possession is within premises located in a park or other public place for which a license has been issued pursuant to Business and Professions Code Section 23000 et seq. (Division 9); and
- E. It is unlawful and an infraction subject to punishment in accordance with Chapter 1-32 of the Laguna Hills Municipal Code for any person to violate any provision of this section.

(Ord. 2003-10 § 5 (part))

6-28.020 Consumption of alcoholic beverages on homeowners association's property—May be prohibited.

- A. No person shall drink any intoxicating liquor, or any fermented malt beverage, unless specifically permitted by the prior written approval of the homeowners association, upon parks, trails, open spaces, greenbelt areas, common walkways, common driveways, or streets owned or controlled by a homeowners association where:
 - 1. The homeowners association has requested in writing that the city extend its drinking prohibition in Section 6-28.010 to either the homeowners association's entire property or any specified portion of the homeowners association's property; and
 - 2. The homeowners association has posted on the affected property a notice in substantially the following form:

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“Drinking of liquors, beers, or other fermented beverages on this [specific type] property is prohibited and subject to criminal prosecution and a fine.”

B. It is unlawful and an infraction subject to punishment in accordance with Chapter 1-32 of the Laguna Hills Municipal Code for any person to violate subsection (A) of this section.

(Ord. 2003-10 § 5 (part))

6-28.030 Posting of premises and parking lot adjacent to retail package off-sale alcoholic beverage licensee.

A. All retail package off-sale alcoholic beverage licensees licensed pursuant to Business and Professions Code Section 23000 et seq. (Division 9) shall post on the premises, including an adjacent parking lot, a notice in substantially the following form:

“Possession of unsealed or open containers of ALCOHOLIC BEVERAGES in this parking area or any public street or sidewalk is prohibited, and is subject to criminal prosecution and a fine.”

B. Posting of such notice must be clearly visible to the patrons of the licensee and parking lot and to persons on the public sidewalk. The posting consists of a wall sign which does not exceed two square feet in size and contains substantially the language set forth above.

C. The provisions of this section do not apply to a private residential parking lot which is immediately adjacent to the posted premises.

(Ord. 2003-10 § 5 (part))

6-28.040 Possession of open container of alcoholic beverage on posted premises of retail package off-sale alcoholic beverage licensee.

A. No person who has in his or her possession any bottle, can, or other receptacle containing any alcoholic beverage which has been opened, or a seal broken, or the contents of which have been partially removed, shall enter, be, or remain on the posted premises of, including the posted parking lot immediately adjacent to, any retail package off-sale alcoholic beverage licensee licensed pursuant to Business and Professions Code Section 23000 et seq. (Division 9), or on any public sidewalk immediately adjacent to the licensed and posted premises.

B. Any person violating any provision of this section is guilty of an infraction and subject to punishment in accordance with Chapter 1-32 of the Laguna Hills Municipal Code.

C. The provisions of this section do not apply to a private residential parking lot which is immediately adjacent to the posted premises.

(Ord. 2003-10 § 5 (part))

The Laguna Hills Municipal Code is current through Ordinance 2015-3, passed February 24, 2015.

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Chapter 11-30 UNAUTHORIZED MOTORIZED DEVICES ON PUBLIC PROPERTY

Sections:

11-30.010 Definitions.

11-30.020 Prohibition—City property.

11-30.010 Definitions.

A. California Vehicle Code Definitions to be Used. Whenever any words or phrases used herein are defined in the Vehicle Code of the State of California, and amendments thereto, such definitions shall apply if not elsewhere defined in this chapter.

B. Definitions of Words and Phrases. The following words and phrases when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section:

“Unauthorized motorized device,” means any motorized vehicle, cycle, or device defined in Section 8-04.020 of this code that is driven upon areas, designated in Section 11-30.020, without the permission of the City Manager or his or her designee. This chapter does not apply to the operation of any publicly owned vehicle, cycle, or device operated by a local, state, or federal government agency, or that is being operated with the permission of the City Manager or his or her designee.

(Ord. 2004-12 § 3 (part))

11-30.020 Prohibition—City property.

In addition to the prohibition in Section 8-04.160 of this code, no person shall operate or drive any unauthorized motorized device in any city owned, managed, or controlled natural area, such as a reserve area, habitat sensitive area, wilderness area, natural area, open space area, undeveloped area, turf area, or within river beds, stream beds, creek beds, wash areas, wetland areas, or trails. No person shall clean, wash, polish, or make any repairs to any such unauthorized motorized device in any such city area, as specified in this section. (Ord. 2004-12 § 3 (part))

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Chapter 1-32 GENERAL PENALTY

Sections:

- 1-32.010 Violation of municipal code—Misdemeanor.
- 1-32.020 Aiding and abetting.
- 1-32.030 Punishments.
- 1-32.040 Violations—Public nuisances.
- 1-32.050 Nuisances—Recovery of abatement expenses.

1-32.010 Violation of municipal code—Misdemeanor.

It is unlawful for any person to violate any provision or to fail to comply with any of the requirements of this code or the provisions of any code adopted by reference by this code or any provision of any ordinance of the city not included within this code. Any person violating any such provisions or failing to comply with any of the mandatory requirements of such provisions shall be guilty of a misdemeanor, unless such violation is specifically designated as constituting an infraction. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this code, or any provision of any code adopted by reference by this code, or of any other city ordinance, is committed, continued, or permitted by such person, and may be punished accordingly. (Prior code § 1-01.140)

1-32.020 Aiding and abetting.

Whenever any act or omission is made unlawful by this code, it shall include causing, permitting, aiding, abetting, suffering, or concealing the fact of such act or omission. (Prior code § 1-01.150)

1-32.030 Punishments.

- A. Any conviction of a misdemeanor under the provisions of this code shall be punishable in accordance with state law.
- B. Any conviction of an infraction under the provisions of this code shall be punishable in accordance with state law.
- C. Any provision or requirement of this code, or of any code adopted by reference by this code, or of any ordinance of the city not included within this code, the violation of which or the failure to comply with which is designated as an infraction, may, at the discretion of the prosecuting attorney, be prosecuted as a misdemeanor upon a third or subsequent violation of the same provision by the same individual within a period of one year.
- D. Any provision or requirement of this code, or of any code adopted by reference by this code, or of any ordinance of the city not included within this code, the violation of which or the failure to comply with which is declared to be a misdemeanor, may, at the discretion of the prosecuting attorney, be prosecuted as an infraction.

(Prior code § 1-01.160)

1-32.040 Violations—Public nuisances.

In addition to other penalties provided by law, any condition caused or permitted to exist in violation of any provision of this code, or any code adopted by reference by this code, or any

ATTACHMENT 1

ordinance of the city not included within this code, or any such threatened violation, is deemed a public nuisance and may be summarily abated by the city or abated by the City Attorney in a civil action. (Prior code § 1-01.170)

1-32.050 Nuisances—Recovery of abatement expenses.

- A. Whenever any person creating, causing, committing, or maintaining a public nuisance, as referred to in Section [1-32.040](#) of this chapter, or other public nuisance, as defined under state law or other applicable ordinances or regulations, has been given notice, by or on behalf of the City Attorney or by any other city officer, employee, or policing agent authorized to give such notice, to abate such nuisance or cease and desist from continuing such nuisance or violation of law, and such person fails, refuses, or neglects to comply with the notice within the time specified therein, or if such a time is not specified, then within a time reasonably sufficient to enable such compliance, such noncomplying person shall be liable to the city for any and all costs and expenses to the city involved in thereafter abating the nuisance and in obtaining compliance with or enforcing the law as referred to or encompassed within the notice.
- B. Costs and expenses, as referred to in subsection A of this section, may include, but are not limited to, any and all direct costs and expenses related to such things as personnel salaries and benefits, operational overhead, rent, interest, fees for experts or consultants, legal costs and expenses, including attorneys' fees, claims against the city arising as a consequence of the nuisance or violation, and procedures associated with collecting moneys due hereunder.
- C. The liability of any person for the payment of the costs and expenses provided for in this section may be waived in whole or in part by the City Attorney in any case wherein he or she determines, in his or her sole discretion, that the failure or refusal of such persons to comply with the notice was based upon a good faith and bona fide issue of law or fact specifically involved in the circumstances of the case. Any determination or decision of the City Attorney in this regard shall be final and conclusive and shall not be subject to appeal.
- D. Money due to the city pursuant to this section may be recovered in an appropriate civil action. Alternatively, such liability may be enforced by special assessment proceedings against the parcel of land upon which the nuisance existed, which proceedings may be conducted in a manner substantively similar to proceedings described in Sections [39574](#) et seq. of the California Government Code relating to weed abatement assessments.
- E. Pursuant to Government Code Section [38773.5\(b\)](#), the city may recover attorneys' fees in any action, administrative proceeding, or special proceeding to abate a nuisance. The recovery of attorneys' fees shall be by the prevailing party and shall be limited to those individual actions or proceedings in which the city elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fees. In no action, administrative proceeding, or special proceeding shall an award of attorneys' fees to the prevailing party exceed the amount of reasonable attorneys' fees expended by the city in the action or proceeding. Any reference made in this code to the authority of the city to recover attorneys' fees in connection with a nuisance abatement action or proceeding shall be subject to the provisions of this section.

(Ord. 2015-1 § 1; prior code § 1-01.180)

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ORDINANCE NO. 2015-

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING CHAPTER 8-04 OF TITLE 8 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING PARK AND RECREATIONAL FACILITY USE REGULATIONS, AMENDING SECTIONS 6-28.010, 6-28.020 AND 6-28.040 OF TITLE 6 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING PUBLIC DRINKING, AND AMENDING SECTIONS 11-30.010 AND 11-30.020 OF TITLE 11 OF THE LAGUNA HILLS MUNICIPAL CODE REGARDING UNAUTHORIZED MOTORIZED DEVICES ON PUBLIC PROPERTY.

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 8-04 (Park and Recreation Facility Use Regulations) of Title 8 (Recreation, Parks, and Facilities) of the Laguna Hills Municipal Code is hereby amended and restated in its entirety to read as follows:

Chapter 8-04

PARK AND RECREATION FACILITY USE REGULATIONS

Sections:

- | | |
|----------|--|
| 8-04.010 | Declaration of purpose. |
| 8-04.020 | Scope. |
| 8-04.030 | Definitions. |
| 8-04.040 | Effect, enforcement, and penalties. |
| 8-04.050 | Management of parks. |
| 8-04.060 | Hours. |
| 8-04.070 | Facility permit. |
| 8-04.080 | Exhibiting permit. |
| 8-04.090 | City priority. |
| 8-04.100 | Vending and commercial activity. |
| 8-04.110 | Electric outlets. |
| 8-04.120 | Camping. |
| 8-04.130 | Signs and printed matter. |
| 8-04.140 | Firearms, fireworks, and weapons. |
| 8-04.150 | Radio controlled models and model rockets. |
| 8-04.160 | Powerless flight. |
| 8-04.170 | Golf. |

- 8-04.180 Protection of natural, cultural, structural, archeological, and historical resources.
- 8-04.190 Disturbing or taking wildlife.
- 8-04.200 Research specimens.
- 8-04.210 Sanitation.
- 8-04.220 Public restrooms.
- 8-04.230 Barbeques and fires.
- 8-04.240 Animals.
- 8-04.250 Glass containers.
- 8-04.260 Alcoholic beverages.
- 8-04.270 Smoking.
- 8-04.280 Motor vehicles or similar conveyances.
- 8-04.290 Trails, trespassing, and closed areas.
- 8-04.300 Construction.
- 8-04.310 Equipment removal.
- 8-04.320 Bicycles.
- 8-04.330 Skateboards, rollerskates, and scooters.
- 8-04.340 Roller hockey rink – bicycles, skateboards, and scooters prohibited.
- 8-04.350 Park closure.
- 8-04.360 Interfering with city functions.
- 8-04.370 Eviction.
- 8-04.380 Fees.

8-04.010 Declaration of purpose.

The purpose of this chapter is to regulate the use of designated parks and to provide for the orderly administration and control of designated parks so that all persons may enjoy and make use of the parks. The following regulations apply to all designated parks.

8-04.020 Scope.

A. Private Parks.

1. The provisions of this chapter are enacted by the City Council, and shall apply in all privately owned parks where all of the following have occurred:

a. Either:

- i. The city has received an irrevocable offer of dedication of the park to the city and has declined said offer of dedication, or has not accepted said offer of dedication within 120 days of receipt of said offer of dedication; or

ii. All the consenting owner(s) of the park have consented in writing to application of this chapter in the park and have recommended in writing hours for the park to be open and speed limit(s) for parking areas, roadways, and streets within the park, if any;

b. The Chief of Police has given approval in writing to the application of this chapter in the park and has recommended in writing hours for the park to be open and speed limit(s) for parking areas, roadways, and streets within the park, if any; and

c. The City Council, by resolution, has designated the park as an area in which the provisions of this chapter will apply and has established hours during which the park will be open and speed limit(s) for parking areas, roadways, and streets within the park, if any; and

d. At every entrance to the park, the consenting owner has caused to be posted a prominent sign reading, "The provisions of Chapter 8-04 of the Laguna Hills Municipal Code will be enforced in this park." Said signs also shall display prominently the hours the park is open, as said hours were established by resolution of the City Council.

2. The provisions of this chapter shall be enforced so as not to impair the lawful exercise of the recorded property rights of a consenting owner.

3. A consenting owner may withdraw consent to the application of this chapter in any park to which this chapter applies. Such withdrawal of consent shall be communicated in writing, by certified mail, to the City Council. Upon receipt, the City Clerk shall immediately transmit to each member of the City Council, the Chief of Police and the City Attorney a copy of the withdrawal of consent. This chapter, in its entirety, shall become inapplicable in said park 30 days after receipt by the City Clerk of the consenting owner's written withdrawal of consent. When this chapter becomes inapplicable in a park as a result of withdrawal of a consenting owner's consent, said consenting owner shall immediately cause to be removed the signs that were posted in accordance with this chapter.

B. Public Parks. The provisions of this chapter shall, unless otherwise expressly provided, apply in all public parks and other publicly owned, operated, or maintained lands or facilities falling within the definition set forth in Section 8-04.030 of this chapter.

8-04.030 Definitions.

As used in this chapter:

"Alcoholic beverages" means alcohol, spirits, liquor, wine, beer, and every liquid or solid containing one-half of one percent or more of alcohol by volume and which is fit

for beverage purposes either alone or when diluted, mixed, or combined with other substances.

"Athletic fields or courts" means all ball diamonds, soccer fields, roller hockey rinks, and volleyball, basketball and tennis courts owned, operated, or maintained by the city, or in the case of a private park, the consenting owner.

"ATV" means an all-terrain vehicle as defined in Section 111 of the California Vehicle Code.

"Camp" means to pitch or occupy camp facilities; to live temporarily in a camp facility or outdoors; to use camp paraphernalia as described in Chapter 12-32 of this code.

"Chief of Police" means the Chief of Police Services of the city of Laguna Hills or the member of the Orange County Sheriff's Department who serves as the commanding officer for the area of Orange County which includes the city of Laguna Hills, or his or her designee.

"City" means the city of Laguna Hills.

"City Council" means the City Council of the city of Laguna Hills.

"Community Center" means any portion of, whether indoors or outdoors, the Laguna Hills Community Center building located at 25555 Alicia Parkway, Laguna Hills.

"Consenting owner" means an owner of a fee simple interest in real property comprising a designated park or an owner of any other real property interest in a designated park. The City Council is the consenting owner of all public parks in the city.

"Designated park" means a public or private park to which this chapter has been made applicable in accordance with Section 8-04.020 of this chapter.

"Director" means the Community Services Director, the Community Services Director's designee, the Deputy City Manager, or the Deputy City Manager's designee.

"Eviction" means expulsion from a designated park and, if applicable, revocation of a facility permit.

"Exclusive use" means the right of a person or group to use a public park, or portion thereof, for any activity at a specified time, on one or more occasions, to the exclusion of all others.

"Facility permit" means a written permission issued by the Director authorizing a person or group to conduct specified activities within a public park, and/or

authorizing the exclusive use of a public park, or portion thereof, by such persons or groups.

"Group" means any organization, club, team, class, association, or other formal or informal gathering or assembly of persons.

"Knives or daggers" means any knife, dirk or dagger having a blade of three (3) inches or more in length, and any snap-blade or spring-blade knife, regardless of the length of the blade, any ice pick or similar sharp stabbing tool, or any straight-edge razor or razor blade fitted to a handle. As used in this chapter, "knife or dagger" shall not include ordinary cooking utensils, ordinary tools or equipment used in connection with a lawful occupation, or for the purpose of lawful recreation.

"Model rocket" means any rocket projectile constructed of paper, wood, plastic, metal, or other composite material and propelled skyward by a model rocket motor or engine fueled by any ignitable or other explosive materials.

"Motorcycle" means any motor vehicle, motorized bicycle, or motor-driven cycle as defined respectively in Sections 400, 405, and 406 of the California Vehicle Code.

"Motorized quadricycle" means a four-wheeled device, as defined in Section 407 of the California Vehicle Code.

"Motorized tricycle" means a three-wheeled device, as defined in Section 407 of the California Vehicle Code.

"Motorized scooter" means any two-wheeled device that has handlebars, is designed to be stood or sat upon by the operator, and is powered by an electric motor that is capable of propelling the device with or without human propulsion, as defined in Section 407.5 of the California Vehicle Code.

"Person" means every individual, firm, corporation, partnership, joint venture, association, social club, fraternal organization, or any other group or combination acting as a unit.

"Private park" means a park, park-related buildings, facilities and grounds, recreational facilities, recreational areas, athletic fields or courts, and open space areas owned, operated, maintained, or controlled by party other than the city of Laguna Hills.

"Public park" means all parks, park-related buildings, facilities and grounds, recreational facilities, recreational areas, athletic fields or courts, and open space areas owned, operated, maintained, or controlled by the city.

"Roller hockey rink" means the roller hockey rink facility located at the Laguna Hills Community Center and Sports Complex at 25555 Alicia Parkway, Laguna Hills.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted cigarette, cigar, pipe, operating electronic cigarette, weed, plant, or other combustible substance in any manner or in any form.

"Wildlife" means terrestrial or aquatic mammal, bird, reptile, amphibian, fish, mollusk, arthropod, or other vertebrate or invertebrate member of the animal kingdom, including a part, product, egg, or offspring thereof.

8-04.040 Effect, enforcement, and penalties.

A. Condition ed Use of Designated Park. The privilege of any person to use a designated park is hereby expressly conditioned upon compliance by that person with the provisions of this chapter as they apply to such use. It is unlawful and subject to punishment in accordance with Chapter 1-32 of the Laguna Hills Municipal Code for any person to violate or fail to comply with any provision of this chapter.

B. Evi ction. In addition to other penalties provided for in this code, violation of any provision of this chapter shall subject the violator to eviction from the designated park in which the violation occurs, in accordance with the procedures set forth in Section 8-04.370 of this chapter.

C. Enforcement. This chapter shall be enforced by the Director and such of the Director's agents as he or she may designate to perform said duty, as well as by peace officers having jurisdiction of any area in which a violation of any provision of this chapter may take place.

8-04.050 Management of parks.

A. Th e City Council and/or the Director, or in the case of a private park, the consenting owner, may, from time to time, establish reasonable rules, procedures, policies, or regulations governing the use and enjoyment of any designated park in order to maximize the use and enjoyment of parks by the public in addition to those contained in this chapter. No person shall disobey or violate such rules, procedures, policies, or regulations.

B. Any rules, procedures, policies, or regulations established pursuant to this section shall be posted in conspicuous locations within the designated parks if necessary for the public's information. The Director is authorized to post in prominent places in designated parks signs that provide information and instruction for the public concerning any rules, procedures, policies, or regulations set forth in this chapter or established pursuant to this section.

C. The Director is hereby instructed to administer the provisions set forth in this chapter in such a way as to achieve the maximum benefit to the public.

8-04.060 Hours.

All designated parks shall be open to the public during such hours as may be established by resolution of the City Council. No person, except those having a valid facility permit issued by the Director, or in the case of a private park, a written authorization from the consenting owner, shall enter or remain in any designated park at any time other than during such hours as the designated park is open to the public.

8-04.070 Facility permit.

A. A facility permit must be obtained from the Director prior to sponsoring or conducting any of the following activities in a public park:

1. The exclusive use of any public park, or portion thereof, which has been designated by the Director as requiring a facility permit;
2. Any organized activity in which fifty (50) or more persons are expected to participate or attend, or to which the public is invited, or which requires special city services. Such group activities include, but are not limited to: picnics; gatherings; meetings; parades; camp-outs; plays; musical events; art shows; exhibitions; athletic events; concerts; expos; markets; fairs; festivals; lectures; or any type of entertainment or theatrical performances;
3. Any recurrent athletic league, club, team, or group sporting activity including but not limited to games, practices, scrimmages, exhibitions, clinics, or other team-sport or athletic-related events or activities;
4. Any activity involving the temporary erection or placement on park property of stages, booths, generators, platforms, pitching machines, sculptures, and other art works, inflatable bounce houses or similar play equipment, rock climbing walls, or other similar structures or portable recreational equipment;
5. The sale of any goods, wares, merchandise, food, or beverages in connection with a permitted group activity;
6. Any activity involving the use of live music or amplified sound or music systems including, without limitation, loudspeakers or other amplification devices or public address systems;
7. Any other activity or use identified in this chapter as requiring a facility permit.

B. The Director is expressly delegated the authority to prescribe rules and procedures for the issuance of facility permits and to determine in his or her sole discretion whether to issue a permit, and in the case of a permit for amplified sound or music, to determine the maximum amplification permissible consistent with other persons' enjoyment in the park and impacts to adjacent uses.

C. Facility permits shall be issued on such terms and conditions deemed reasonable by the Director to protect the public welfare and park property and to promote use of the park by all persons.

D. Issuance of a facility permit may be conditioned on the payment of fees and deposits, if any, as may be established by resolution of the City Council.

E. The denial of a facility permit or the terms and conditions for the issuance of a permit may be appealed in writing to the City Manager within five (5) business days of the Director's decision. The City Manager's decision on appeal is final.

F. Any person not having a facility permit for the use of a park, or portion thereof, shall surrender or turn over possession of the park, or portion thereof, to any person having possession of an approved facility permit. A person not having a facility permit shall not refuse to, or fail to, surrender the use of such park, or portion thereof, to any person who has a facility permit for the use of such park, or portion thereof.

8-04.080 Exhibiting permit.

No person shall fail to produce and exhibit a facility permit, or in the case of a private park, any written authorization granted by a consenting owner, he or she claims to have upon request of the Director, any peace officer, or any city personnel who desires to inspect said permit for the purpose of enforcing compliance with any provision of this chapter.

8-04.090 City priority.

With the exception of uses carried out pursuant to an approved facility permit, city programs, including activities and events sponsored or co-sponsored by the city, shall have priority of use of all public parks, or portions thereof, and shall be exempt from fees, deposits, and facility permit requirements set forth herein.

8-04.100 Vending and commercial activity.

No person shall sell or offer for sale any goods, wares, merchandise, food or beverage products, or provide any services, lessons, or classes within any designated park without a valid facility permit issued by the Director, or in the case of a private park, a written authorization from the consenting owner. Notwithstanding the foregoing, this section does not apply to any concession, license, or permit operated in a public park under the direct or delegated authority of the City Council, nor to any activity specifically exempted by order or resolution of the City Council.

8-04.110 Electric outlets.

No person shall use electric outlets within any designated park, except in areas designated and under conditions established by the Director, or in the case of a private park, the consenting owner.

8-04.120 Camping.

No person shall camp within any public park, except under the auspices of a program of the Community Services Department or other special event, or as may otherwise be approved by the Director, subject to a facility permit.

8-04.130 Signs and printed matter.

A. No person shall paint, post, attach, or affix any handbill, notice, sign, decal, or advertisement upon or to any bridge, fence, building, equipment, tree, structure, amenity, or other property or improvement within a designated park, except as may be approved by the Director, or in the case of a private park, the consenting owner.

B. No person shall distribute commercial or advertising material in any designated park, except as may be approved by the Director, or in the case of a private park, the consenting owner. No person so authorized to distribute commercial or advertising material shall obstruct, impede, or otherwise interfere with the free movement of any person in a designated park.

8-04.140 Firearms, fireworks, and weapons.

A. No person shall possess or discharge any fireworks, firearms, rockets, or other explosives, or possess, discharge, or use any guns or weapons of any kind, including, but not limited to, pistols, revolvers, air rifles, air soft guns, BB guns, paintball guns, bows and arrows, slingshots, wrist rockets, boomerangs, knives or daggers, clubs, maces, or batons in any designated park.

B. The provisions of subsection (A) of this section shall not be deemed to prohibit the lawful possession of a pistol, revolver, or other firearm in a designated park by a person licensed to carry a concealed weapon pursuant to Chapter 4 of Title 4 of the California Penal Code (Section 26150 et seq.).

8-04.150 Radio controlled models and model rockets.

No person shall possess or operate any radio controlled or other remotely operated model, toy, or similar device, including but not limited to airplanes, helicopters, quadcopters, drones, gliders, boats, cars, or model rockets in any designated park, except in areas designated and under conditions established by the Director, or in the case of a private park, the consenting owner.

8-04.160 Powerless flight.

No person shall possess or operate any device designed to carry a person or persons through the air in powerless flight, including but not limited to hang gliders, paragliders, parasails, or parachutes, in any designated park, except in areas designated and under conditions established by the Director, or in the case of a private park, the consenting owner.

8-04.170 Golf.

No person shall play or practice or in any way engage in the game of golf in any designated park, including, without limitation, chipping, putting, driving, or any other type of play or practice that includes hitting a golf or similar type ball with a golf or similar type club, except in areas designated and under conditions established by the Director, or in the case of a private park, the consenting owner.

8-04.180 Protection of natural, cultural, structural, archeological, and historical resources.

A. Foliage and Landscape. No person shall pick flowers, foliage, berries or fruit, or cut, carve, hack, break, dig up, remove, deface, use or in any way mutilate or injure any wood, leaf mold, rock gravel, sand, tree, shrub, plant, fern, grass, or turf in a designated park, except in areas designated and under conditions established by the Director, or in the case of a private park, the consenting owner.

B. Improvements. No person shall destroy, injure, deface, remove, mar, disfigure, paint, cut, scratch, attach, post, or affix anything to any railing, seat, building, barbecue stove, sign, fence, post, table, structure, toilet, lavatory, restroom, play equipment, bridge, tree, or any other improvement or amenity in a designated park, except in areas designated and under conditions established by the Director, or in the case of a private park, the consenting owner.

C. Monuments and Structures. No person shall climb, walk, stand, or sit upon monuments, signs, buildings, roofs, railings, fences and gates, backstops, picnic shelters, gazebos, improvements, structures, amenities, tables, or upon any other property in a designated park not designated for or customarily used for such purposes.

D. Artifacts. No person shall destroy, injure, deface, remove, dig, or disturb from its natural state any fossilized or non-fossilized paleontological specimens, cultural or archeological resources, or the parts thereof in a designated park, except in areas designated and under conditions established by the Director, or in the case of a private park, the consenting owner.

E. Archeological Resources. No person shall climb, walk, enter, ascend, descend, or traverse an archeological resource in any designated park, except in areas designated and under conditions established by the Director, or in the case of a private park, the consenting owner.

F. Historical Resources. No person shall destroy, injure, deface, remove, dig or disturb any historic structure or its furniture or fixtures, or any other cultural or archeological resource in any designated park, except in areas designated and under conditions established by the Director, or in the case of a private park, the consenting owner.

8-04.190 Disturbing or taking wildlife.

No person shall hunt, kill, wound, trap, feed, touch, tease, frighten, or intentionally disturb wildlife in any designated park, except persons in the performance of their official duties, or as may be approved by the Director, or in the case of a private park, the consenting owner.

8-04.200 Research specimens.

No person shall collect plants, wildlife, rocks, minerals, paleontological specimens, or cultural or archaeological artifacts in any designated park without a valid facility permit issued by the Director, or in the case of a private park, a written authorization from the consenting owner, in addition to any and all permits required by state or federal law. The Director, or in the case of a private park, the consenting owner, shall establish conditions for issuance of such facility permit for any designated park. No person may possess, carry, or use any trap, live trap, snare, net, kill jar, or similar device in any designated park without a valid facility permit issued by the Director, or in the case of a private park, a written authorization from the consenting owner, pursuant to this section.

8-04.210 Sanitation.

A. Use of Rubbish Receptacles. No person shall leave, deposit, drop, or scatter any bottles, broken glass, ashes, wastepaper, cans or other rubbish, garbage, litter, food waste, refuse or other waste matter in or on any designated park except in a designated trash receptacle. When trash receptacles are not available or are full, refuse and rubbish shall be carried out of the designated park. No person shall rummage through or remove the contents of any designated trash receptacle, except in areas designated and under conditions established by the Director, or in the case of a private park, the consenting owner. No person shall deposit any such matter in a toilet located in a designated park. Soiled diapers shall be deposited in a designated trash receptacle or removed from the park.

B. Washing of Clothes and Utensils. No person shall wash clothing, dishes, cooking utensils, or other utensils used in connection with the preparation or serving of food in a designated park, except in areas designated and under conditions established by the Director, or in the case of a private park, the consenting owner.

C. Cleanliness of Picnic Areas. All persons using a picnic area in a designated park shall keep said area clean and free from rubbish, litter, broken glass, garbage, refuse, or similar waste.

D. Toilets and Refuse. No person shall discharge any human or animal excreta or wastewater from a toilet or holding tank in a designated park. Toilets in designated parks are provided for the protection of the health and welfare of the general public and shall be used when so provided.

04.220 Public restrooms.

No person shall delay, linger, or idle about in the public restroom of any designated park or in the approaches or walks adjacent to any public restroom without lawful purpose for being present related to the use of such restroom, and for the purpose or having the effect of preventing, inhibiting, or impairing the intended use of the restroom by members of the public. No person shall be cited under this section unless he or she has first been notified by a peace officer or city personnel that he or she is in violation of the prohibition of this section and thereafter continues the violation.

8-04.230 Barbecues and fires.

No person shall build, light, kindle, or maintain a fire in any designated park except in park facilities specifically designed and provided for this purpose. No person shall bring portable barbecues, grills, pits, smokers, hibachis, camp stoves, or other portable cooking appliances into a designated park without a valid facility permit issued by the Director, or in the case of a private park, a written authorization from the consenting owner.

8-04.240 Animals.

A. Except for service dogs which have been specially trained and are being used by blind or disabled persons to aid and guide them in their movements, all dogs, cats, and other domestic animals in a designated park shall be restrained by a substantial leash, not to exceed six feet in length, and shall be in the charge of a person competent to restrain such animal. Domestic animals, including dogs, are not permitted to run loose or at large in any designated park.

B. No person shall permit any domestic animal under his or her control to pursue, trap, kill, or wound any wildlife or other domestic animal in a designated park.

C. Horses or pack animals are not permitted in designated parks, except on designated equestrian trails, or in areas designated and under conditions established by the Director, or in the case of a private park, the consenting owner.

D. Domestic animal waste shall be removed from the designated park, or it shall be disposed of in park trash containers by the person in charge of the animal; provided, however, that this subsection shall not apply to service dogs for blind or disabled persons or to horses or pack animals on equestrian trails.

E. This section shall not prevent the city or its facility permittees from holding supervised public, community, or other special events involving domestic animals, horses, pack animals, or other wildlife, nor shall it prohibit the Director from issuing special event facility permits for group activities involving such animals.

8-04.250 Glass containers.

No person shall bring into, or have in his or her possession, in any designated park a glass container. This prohibition shall not apply to special event activities conducted at the Community Center in accordance with applicable city policies and facility permits.

8-04.260 Alcoholic beverages.

No person shall consume, possess or sell any alcoholic beverages within a designated park. This prohibition shall not apply to special event activities conducted at the Community Center in accordance with applicable city policies and facility permits.

8-04.270 Smoking.

Smoking is unlawful and prohibited in all designated parks.

8-04.280 Motor vehicles or similar conveyances.

Except for motorized wheelchairs or other similar conveyances for the disabled, and motorized vehicles used for park maintenance, no person shall operate or drive any motor vehicle, motorcycle, ATV, motorized quadricycle, motorized tricycle, or motorized scooter in a designated park, nor shall any person clean, wash, polish, or make any repairs to any such vehicle, cycle, or scooter in a designated park without a valid facility permit issued by the Director, or in the case of a private park, a written authorization from the consenting owner.

8-04.290 Trails, trespassing, and closed areas.

A. Designation and Use. The Director, or in the case of a private park, the consenting owner, may designate horseback riding, bicycle riding, and hiking trails in designated parks. The Director, or in the case of a private park, the consenting owner, may also designate closed areas where entry is prohibited in the interest of public convenience or safety or for the preservation and protection of natural or cultural resources. No person may leave a designated trail in any designated park on foot, or on horseback or otherwise, other than for law enforcement, lifesaving, or emergency purposes or for park management, at other than designated entry or exit points. No person shall enter on foot, or horseback or otherwise, any areas in any designated park or any trail or road which the Director or, in the case of a private park, the consenting owner, has authorized be posted as a closed area.

B. Trespassing along or through Private Property. No person shall enter on or go upon the lands of another adjacent to or contiguous with any designated park, whether under cultivation, enclosed by a fence or otherwise posted to prohibit trespass, for any purpose whatsoever, without the consent in writing of the city or of the person or persons entitled to the use and occupancy thereof, except in the lawful performance of an official duty.

C. Gates. No person shall unlock or otherwise open a locked gate within any designated park without advance permission from the Director, or in the case of a private park, the consenting owner. No person opening a closed gate in any designated park shall proceed beyond said gate without first closing it.

D. Right-of-Way. All persons shall observe posted right-of-way restrictions on any trail, path, walkway, or road within any designated park. This subsection shall also apply to any such "trail courtesy" right-of-way regulations for multiple-use trails promulgated by the Director, or in the case of a private park, the consenting owner.

8-04.300 Construction.

No person shall erect structures within any designated park, except in areas designated and under conditions established by the Director, or in the case of a private park, the consenting owner, and subject to all applicable city policies, facility permits, and building codes.

8-04.310 Equipment removal.

No person shall allow any equipment over which he or she has custody or control to remain at any designated park during any time that said park is closed, unless authorized by the Director, or in the case of a private park, the consenting owner.

8-04.320 Bicycles.

A. Bicycles in Designated Parks. Bicyclists shall yield the right-of-way to pedestrians on designated park walkways. All unattended bicycles shall be parked in a bicycle rack when one is provided and space is available. No person shall leave a bicycle on the athletic fields or courts, in the play equipment area, or on sidewalks. No person shall ride a bicycle in any designated park, or portion thereof, which has been posted as a "No Bicycling Area" pursuant to Chapter 11-32 of this code.

B. Unsafe Operation. No person shall operate a bicycle in any designated park in any manner that endangers any person or animal or at a speed that is greater than is reasonably prudent, having due regard for the other users and the surface, width, and grade of the road or trail, and in no event in excess of 10 miles per hour, unless a greater speed is posted.

8-04.330 Skateboards, rollerskates, and scooters.

Rollerskaters (including rollerbladers), skateboarders, and scooter riders shall yield the right of way to pedestrians on designated park walkways. No person shall leave a skateboard, scooter, or rollerskates (including rollerblades) on the athletic fields or courts, in the play equipment area, or on sidewalks within designated parks. No person shall skateboard, rollerskate, or ride a scooter as defined in Chapter 11-32 of this code in any designated park or portion thereof which has been posted as a "No Skateboarding," "No Rollerskating," or "No Scootering" Area pursuant to Chapter 11-32 of this code.

8-04.340 Roller hockey rink – bicycles, skateboards, and scooters prohibited.

The use of bicycles, skateboards, and scooters is prohibited within the roller hockey rink.

8-04.350 Park closure.

A. Maintenance. The Director, or in the case of a private park, the consenting owner, may temporarily close any designated park, park facilities, or any portion thereof, when such areas or facilities need to be reconstructed, renovated, refurbished, repaired, or maintained.

B. Capacity or Hazardous Conditions. The Director, or in the case of a private park, the consenting owner, may close any designated park, park facilities, or any portion thereof, when such areas or facilities are filled to capacity or a hazardous condition poses potential danger to citizens, city employees, or city property. Any such closure shall be for the duration of the full capacity or hazardous condition situation as determined by the Director or, in the case of a private park, the consenting owner.

8-04.360 Interfering with city functions.

A. Interference. No person shall threaten, resist, intimidate, or intentionally interfere with an employee or volunteer of the city or other agent engaged in an official duty or on account of the performance of an official duty in a designated park.

B. Lawful Order. No person shall violate the lawful order of a city employee or other agent authorized to maintain order and control, public access, and movement during firefighting operations, search and rescue operations, wildlife management operations involving animals that pose a threat to public safety, law enforcement actions, and emergency operations that involve a threat to public safety or park resources, or other activities where the control of public movement and activities is necessary to maintain order and public safety within a designated park.

C. False Information. No person shall knowingly give a false or fictitious report or other false information to a city employee or other agent in the conduct of official duty or on an application for a permit.

D. False Report. No person shall knowingly give a false report for the purpose of misleading a city employee or agent in the conduct of official duty, or make a false report that leads to an emergency or other response by the city or other agencies.

8-04.370 Eviction.

A. A person is subject to eviction from a designated park when all of the following conditions occur and no lesser sanction reasonably appears to suffice:

1. The person is in violation of any provision of this chapter;
2. The person has been warned in a manner that is reasonably calculated to reach the person that eviction may result from any further violation;

3. After receiving such warning, a further violation occurs or, following a warning, the violation continues unabated.

B. Where a violation is of such magnitude or seriousness as to create a clear and present danger of imminent violence, damage, or harm, no warnings will be necessary prior to eviction.

C. A group is subject to eviction from a designated park when any one of the following conditions occur and no less sanction reasonably appears to suffice:

1. There is probable cause to believe that an unlawful assembly exists pursuant to California Penal Code Section 407;
2. There is a clear and present danger of imminent violence, which cannot reasonably be forestalled without evicting the entire group;
3. There exists a group sponsored or organized activity which violates one or more park regulations and such group sponsored organized activity has not ceased as a result of a peace officer or city personnel giving one or more warnings to the permit applicant and the group as a whole;
4. There are multiple individual violations of a provision or provisions of this chapter which have not stopped following the eviction of one or more such individual violators and violations continue after the group has had a reasonable opportunity to cure them.

8-04.380 Fees.

All persons using designated parks shall, prior to such use, pay applicable fees and deposits, if any, as may be established by resolution of the City Council.

SECTION 2. Section 6-28.010 (Consumption of alcoholic beverages in public—Prohibited), Subsection E, of Title 6 (Public Welfare) of the Laguna Hills Municipal Code is hereby amended to read as follows:

6-28.010 Consumption of alcoholic beverages in public—Prohibited.

E. It is unlawful and subject to punishment in accordance with Chapter 1-32 of the Laguna Hills Municipal Code for any person to violate any provision of this section.

SECTION 3. Section 6-28.020 (Consumption of alcoholic beverages on homeowners association's property—May be prohibited), Subsection B, of Title 6 (Public Welfare) of the Laguna Hills Municipal Code is hereby amended to read as follows:

6-28.020 Consumption of alcoholic beverages on homeowners association's property—May be prohibited.

B. It is unlawful and subject to punishment in accordance with Chapter 1-32 of the Laguna Hills Municipal Code for any person to violate any provision of this section.

SECTION 4. Section 6-28.040 (Possession of open container of alcoholic beverage on posted premises of retail package off-sale alcoholic beverage licensee), Subsection B, of Title 6 (Public Welfare) of the Laguna Hills Municipal Code is hereby amended to read as follows:

6-28.040 Possession of open container of alcoholic beverage on posted premises of retail package off-sale alcoholic beverage licensee.

B. It is unlawful and subject to punishment in accordance with Chapter 1-32 of the Laguna Hills Municipal Code for any person to violate any provision of this section.

SECTION 5. Section 11-30.010 (Definitions), Subsection B, of Title 11 (Vehicles and Traffic) of the Laguna Hills Municipal Code is hereby amended to revise the definition of "unauthorized motorized device" to read as follows:

"Unauthorized motorized device," means any motorized vehicle, cycle, or device defined in Section 8-04.030 of this code that is driven upon areas, designated in Section 11-30.020, without the permission of the City Manager or his or her designee. This chapter does not apply to the operation of any publicly owned vehicle, cycle, or device operated by a local, state, or federal government agency, or that is being operated with the permission of the City Manager or his or her designee.

SECTION 6. Section 11-30.020 (Prohibition—City property), of Title 11 (Vehicles and Traffic) of the Laguna Hills Municipal Code is hereby amended to read as follows:

11-30.020 Prohibition—City property.

In addition to the prohibition in Section 8-04.280 of this code, no person shall operate or drive any unauthorized motorized device in any city owned, managed, or controlled natural area, such as a reserve area, habitat sensitive area, wilderness area, natural area, open space area, undeveloped area, turf area, or within river beds, stream beds, creek beds, wash areas, wetland areas, or trails. No person shall clean, wash, polish, or make any repairs to any such unauthorized motorized device in any such city area, as specified in this section.

SECTION 7. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 8. The City Council finds that the proposed Ordinance is not subject to the California Environmental Quality Act ("CEQA") Cal. Pub. Resources Code Section 21000 et seq.) pursuant to Section 15061(b)(3) of the State CEQA Guidelines (Cal. Code of Regs., Title 14, Section 15000 et seq.) because it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment.

SECTION 9. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk

PASSED, APPROVED, AND ADOPTED this _____ day of _____
2015.

DORE J. GILBERT, M.D., MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. _____ was duly introduced
and placed upon its first reading at a Regular Meeting of the City Council on the
_____ day of _____ 2015, and that thereafter, said Ordinance
was duly adopted and passed at a Regular Meeting of the City Council held on the
_____ day of _____ 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. _____, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA, X

on the _____ day of _____ 2015, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2015, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall

Laguna Hills Community Center

La Paz Center

MELISSA AU-YEUNG, CITY CLERK

Laguna Hills, California

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA, ADDING CHAPTER 8-10 TO TITLE 8 OF
THE LAGUNA HILLS MUNICIPAL CODE REGARDING
SKATEBOARD PARK USE REGULATIONS

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA,
DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 8-10 (Skateboard Park Regulations) is hereby added to
Title 8 (Recreation, Parks, and Facilities) of the Laguna Hills Municipal Code to read as
follows:

Chapter 8-10

SKATEBOARD PARK REGULATIONS

Sections:

- | | |
|----------|--|
| 8-10.010 | Declaration of purpose and findings. |
| 8-10.020 | Definitions. |
| 8-10.030 | Hours. |
| 8-10.040 | Skateboard park rules and regulations. |
| 8-10.050 | Posting of signs required—Content. |
| 8-10.060 | Effect, enforcement, and penalties. |

8-10.010 Declaration of purpose and findings.

A. The purpose of this chapter is: (1) to promote the public peace, health, safety, and welfare by establishing rules and regulations for the use and enjoyment of the city skateboard park, which is designed and maintained for the purpose of recreational skateboard and rollerskate use only; and (2) to comply with California Health and Safety Code section 115800 by requiring the posting of signs at the skateboard park affording reasonable notice that any person riding a skateboard at the skateboard park must wear a helmet, elbow pads, and knee pads, and that any person failing to do so will be subject to citation.

B. The city skateboard park is an unsupervised facility. Because of the particular design features of the skateboard park, skateboarding and rollerskating at the skateboard park are considered stunt, trick, or luge skateboarding and rollerskating, and constitute hazardous recreational activities. All persons who use the skateboard park do so at their own risk.

8-10.020 Definitions.

As used in this chapter:

"Alcoholic beverages" means alcohol, spirits, liquor, wine, beer, and every liquid or solid containing one-half of one percent or more of alcohol by volume and which is fit

ATTACHMENT 3

for beverage purposes either alone or when diluted, mixed, or combined with other substances.

"Director" means the Community Services Director, the Community Services Director's designee, the Deputy City Manager, or the Deputy City Manager's designee.

"Eviction" means expulsion from the skateboard park.

"Laguna Hills Community Center and Sports Complex" means the Laguna Hills Community Center building, adjacent athletic fields and courts, and related park amenities located at 25555 Alicia Parkway, Laguna Hills.

"Rollerskate" means any footwear, or device which may be attached to the foot or footwear, to which wheels are attached and such wheels may be used to aid the wearer in moving or propulsion, including but not limited to in-line skates commonly known as rollerblades.

"Roller hockey rink" means the roller hockey rink facility located within the Laguna Hills Community Center and Sports Complex at 25555 Alicia Parkway, Laguna Hills.

"Skate" or "skating" means to ride, operate, or use a skateboard or rollerskates.

"Skate area" means the paved surfaces, obstacles, and features of the skateboard park specifically designed for skating, including platforms, transitions, banks, bowls, hips, ledges, coping, decking, rails, flat bars, stairs, and adjacent concrete surfaces, but excluding the picnic tables, public restrooms, and pathway linking the Laguna Hills Community Center and Sports Complex parking lot to the roller hockey rink.

"Skateboard park" means the city of Laguna Hills Skateboard Park located within the Laguna Hills Community Center and Sports Complex at 25555 Alicia Parkway, Laguna Hills.

"Skateboard" means a board of any material, which has wheels attached to it and which is propelled or moved by human, gravitational power, or mechanical energy and to which there is not fixed any device or mechanism to turn or control the wheels.

"Scooter" means any foot-operated device consisting of a narrow footboard mounted between two wheels in tandem with an upright steering handle attached to the front wheel, which is propelled by human, gravitational power, or mechanical energy, commonly known as razor or kick scooters.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted cigarette, cigar, pipe, operating electronic cigarette, weed, plant, or other combustible substance in any manner or in any form.

8-10.030 Hours.

A. The hours of operation for the skateboard park are from eight a.m. to ten p.m. Monday through Saturday, and eight a.m. to six p.m. on Sundays. Use of the skateboard park outside of the hours of operation is prohibited. In addition, use of the skateboard park after sundown when the skateboard park lights are not on is prohibited. The skateboard park hours of operation shall be displayed on the signage posted in accordance with Section 8-10.050 of this chapter.

B. The Director may, in his or her sole discretion, regulate the hours of operation at the skateboard park for specified groups of users. The city shall post such regulations, if any, on appropriate signage at the skateboard park.

8-10.040 Skateboard park rules and regulations.

The following rules and regulations shall apply to the skateboard park:

A. No person shall enter or be upon the skateboard park at any time other than the established and posted hours of operation, after sundown when the facility lights are off, or at any time when the Director has closed the skateboard park.

B. No person shall ride, operate, or use any device other than skateboards or rollerskates in the skate area. Bicycles, scooters, motorized vehicles, and all other uses and devices are prohibited at the skateboard park.

C. Pursuant to California Health and Safety Code section 115800(b), all persons riding a skateboard or rollerskates at the skateboard park facility shall wear a helmet, elbow pads, and knee pads.

D. A properly fitted and fastened helmet, elbow pads, and knee pads shall be worn at all times by all persons in the skate area, including those times when a person is not actively skating.

E. Spectators are not allowed in the skate area. No person shall enter or be upon the skate area for any purpose other than skating.

F. The skateboard park is designed for use without the introduction of any outside obstacles, ramps, rails, or other similar materials or devices. No person shall place, position, erect, or use any outside equipment, obstacles, ramps, rails, or other similar materials or devices at the skateboard park.

G. Except for recreation instructors employed or contracted by the city, no person or group shall provide instruction, coaching, or teaching of skateboarding or rollerskating at the skateboard park for any fee or compensation. No person shall pay another person at the skateboard park for instruction, coaching, or teaching.

H. Any person who is injured at the skateboard park shall report the injury to city personnel and shall complete an injury report form.

I. No person shall skate when the skate area surface is wet or other conditions exist that could adversely affect the safety of persons skating.

J. The use of profanity is prohibited.

K. Food and beverages are prohibited within the skate area.

L. Glass products, glass bottles, glass beverage containers, and any other type of glass object or material are prohibited.

M. The skateboard park is a smoke-free area. Smoking is prohibited. Additionally, the use of smokeless tobacco is prohibited.

N. Alcoholic beverages are prohibited.

8-10.050 Posting of signs required—Content.

Signs shall be posted in one or more conspicuous and visible area(s) at the skateboard park to afford reasonable notice of the provisions of this chapter, and that pursuant to California Health and Safety Code section 115800, any person riding a skateboard or rollerskating at the skateboard park facility must wear a helmet, elbow pads, and knee pads, and that any person failing to do so shall be subject to citation.

8-10.060 Effect, enforcement, and penalties.

A. Condition ed Use of the Skateboard Park. The privilege of any person to use the skateboard park is expressly conditioned upon compliance by that person with the provisions of this chapter as they apply to such use. It is unlawful and subject to punishment in accordance with Chapter 1-32 of the Laguna Hills Municipal Code for any person to violate or fail to comply with any provision of this chapter.

B. Eviction . Any violation of any provision of this chapter shall subject the violator to immediate eviction from the skateboard park and/or citation and prosecution.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 3. The City Council finds that the proposed Ordinance is not subject to the California Environmental Quality Act ("CEQA") Cal. Pub. Resources Code Section 21000 et seq.) pursuant to Section 15061(b)(3) of the State CEQA Guidelines (Cal. Code of Regs., Title 14, Section 15000 et seq.) because it can be seen with certainty that there is no possibility that this ordinance may have a significant effect on the environment.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of
 _____ 2015

 DORE J. GILBERT, M.D., MAYOR

ATTEST:

 MELISSA AU-YEUNG, CITY CLERK

ATTACHMENT 3

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. _____ was duly introduced
and placed upon its first reading at a Regular Meeting of the City Council on the
_____ day of _____ 2015, and that thereafter, said Ordinance
was duly adopted and passed at a Regular Meeting of the City Council held on the
_____ day of _____ 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

ATTACHMENT 3

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. _____, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA, X

on the _____ day of _____ 2015, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2015, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall

Laguna Hills Community Center

La Paz Center

MELISSA AU-YEUNG, CITY CLERK

Laguna Hills, California

