



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, April 25, 2023 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Janine Heft, Mayor

Dave Wheeler, Mayor Pro Tempore
Erica Pezold, Council Member

Don Caskey, Council Member
Joshua Sweeney, Council Member

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

In Person Public Comments: 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 and submit the form to the City Clerk. The Request to Speak form assists the Mayor in ensuring that all persons wishing to address the City Council are recognized and ensures accurate identification of meeting participants in the City Council/Planning Agency Minutes. Completion of the form is voluntary. It is City policy to limit public testimony to up to 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.

Submission of Electronic Public Comments: Those wishing to make electronic public comments may submit their comments by email to the City Clerk at publiccomments@lagunahillsCA.gov, by 5:00 p.m. on Tuesday, April 25, 2023. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. All comments received by 5:00 p.m. on the date of the meeting will be provided to the City Council and will be provided for public inspection at the meeting. During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all electronic comments received by 5:00 p.m. on Tuesday, April 25, 2023. Email comments will NOT be read by the City Clerk during the meeting. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

Please note: The City Council is making every effort to follow the spirit and intent of the Brown Act and other applicable laws regulating the conduct of public meetings in order to maximize transparency and public access. For questions or assistance, please contact the City Clerk's Office at (949) 707-2635 or via email at jlee@lagunahillsca.gov.

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.

INVOCATION: Elder Tom Munson of Christ Community Church

PLEDGE OF ALLEGIANCE: Mayor Pro Tempore Wheeler

ROLL CALL OF CITY COUNCIL MEMBERS**1. PRESENTATIONS AND PROCLAMATIONS****1.1 Laguna Hills High School Student Liaison Report**

Recommendation: That the City Council receive an oral report from Laguna Hills High School 2023 Spring Student Liaison Alexa Richter.

1.2 Presentation of Proclamation for "DMV/Donate Life Month"

Recommendation: That the City Council issue a Proclamation declaring April 2023, as "DMV/Donate Life Month" and that Mayor Heft present the Proclamation to Leslie Eskildsen, OneLegacy Ambassador.

2. SCHEDULE OF FUTURE EVENTS**2.1 Schedule of Future Events**

Recommendation: That the City Clerk announce the upcoming meetings and events.

3. 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.

4. 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.

4.1 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.

4.2 Approval of Minutes for April 11 2023, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the April 11, 2023, Special Meeting.

4.3 Approval of Minutes for April 11, 2023, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the April 11, 2023, Regular Meeting.

4.4 Ratification of April 25, 2023, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from March 31, 2023 to April 13, 2023, in the amount of \$1,184,116.31.

4.5 Treasurer's Investment Report for March 2023

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of March 2023.

4.6 Submission of an Aerial Waste Waiver to the San Diego Regional Water Quality Control Board for Pollutant Discharges from 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 Aerial Waste Waiver to the San Diego Regional Water Quality Control Board for pollutant discharges from the City's Fourth of July fireworks display; and 2) Adopt a Categorical Exemption under CEQA pursuant to Guideline Section No. 15304 (Class 4, Minor Alterations to Land).

4.7 An Amendment to the City's Schedule of Administrative Citation Fines and Penalties Related to Implementation of Short-Term Rental Regulations.

Recommendation: That the City Council:

- 1) Find and determine that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15273 (Rates, Tolls, Fares, and Charges) of Title 14, Chapter 3 of the California Code of Regulations, and Section 21080(b)(8) of Division 13, Chapter 2.6 of the Public Resources Code; and
- 2) Adopt a Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING THE SCHEDULE OF ADMINISTRATIVE CITATION FINES AND PENALTIES."

4.8 Second Reading & Adoption of Proposed Ordinance Modifying the Parking Requirement for Low-Intensity Medical Office Uses

Recommendation: That the City Council: 1) Adopt an Ordinance entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. RZNE-0007-2023, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-44 (ACCESS AND PARKING) TO MODIFY THE PARKING REQUIREMENT FOR LOW-INTENSITY MEDICAL OFFICE USES, SPECIFICALLY CHIROPRACTIC, ACUPUNCTURE, OPTOMETRY, PHYSICAL THERAPY, AND PSYCHOTHERAPY OFFICES"; and 2) Authorize the Mayor/Mayor Pro Tempore to execute the Ordinance.

4.9 Second Reading & Adoption of Proposed Ordinance Prohibiting the Advertisement and Rental of Property for Short-Term Rental in All Residential Zones

Recommendation: That the City Council: 1) Adopt an Ordinance entitled: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 6-40 (SHORT-TERM RENTALS) TO TITLE 6 (PUBLIC WELFARE) OF THE LAGUNA HILLS MUNICIPAL CODE TO PROHIBIT THE ADVERTISEMENT AND RENTAL OF PROPERTY FOR SHORT-TERM RENTAL IN ALL RESIDENTIAL ZONES"; and 2) Authorize the Mayor/Mayor Pro Tempore to execute the Ordinance.

4.10 Authority to Advertise Citywide Sidewalk Repairs and Concrete Construction Project, CIP No. 106 and Approval of Cost Sharing Agreement for La Paz Road Sidewalk Widening Project

Recommendation: That the City Council: 1) Approve the plans and specifications for the Citywide Sidewalk Repairs and Concrete Construction Project, CIP No. 106; 2) Authorize the advertisement for bids for the Citywide Sidewalk Repairs and Concrete Construction Project, CIP No. 106; 3) Allow the City Engineer to make minor edits to the plans and specifications as necessary; 4) Approve the Cost Sharing and Cooperative Agreement for La Paz Road Sidewalk Widening Project; 5) Authorize the City Manager or City Attorney to make minor modifications to the Agreement, as necessary; 6) Authorize the City Manager to execute the Agreement; and 7) Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - "Existing Facilities."

ITEMS REMOVED FROM THE CONSENT CALENDAR**5. PLANNING AGENCY****6. CITY COUNCIL PUBLIC HEARINGS****7. ADMINISTRATIVE REPORTS****7.1. City Manager****7.2. Deputy City Manager/Community Services Director****7.2.1 2023 Fourth of July Celebration Pre-Event Report and Fireworks Agreement**

Recommendation: That the City Council: 1) Receive and file the 2023 Fourth of July Celebration pre-event report; and 2) Approve the Fireworks Display Agreement between Fireworks and Stage FX America, LLC, and the City of Laguna Hills for 2023 and authorize the City Manager to execute the Agreement.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

9. CITY COUNCIL MEMBER COMMITTEE REPORTS**9.1. Committee Assignment Reports**

Recommendation: That the City Council receive oral reports on the following City Council Committee Assignments:

1. Orange County Fire Authority (OCTA)
Board of Directors
Council Member Sweeney
April 12 Special Meeting
2. Orange County Senior Citizens Advisory Council (SCAC)
Mayor Pro Tempore Wheeler
April 14 Full Council Meeting
3. Association of California Cities - Orange County (ACC-OC)
Mayor Heft, Mayor Pro Tempore Wheeler, and Council Member Sweeney
April 17 - 20 Washington D.C. Advocacy Trip
4. OC Mosquito and Vector Control District (OCMVCD)
Board of Trustees
Council Member Pezold
April 20 Regular Meeting.

10. CITY COUNCIL MEMBER COMMENTS**ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be May 9, 2023, at 7:00 p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, JENNIFER LEE, 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 20, 2023, at 5:00 p.m.



Jennifer Lee, City Clerk

April 20, 2023

Date

It is the intention of the City of Laguna Hills to comply with the Americans with Disabilities Act in all respects. If as an attendee or a participant at this meeting you will need special assistance beyond what is normally provided, the City of Laguna Hills will attempt to accommodate you in every reasonable manner. Please 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. In addition, such writings or documents will be made available for public review on the City's website at: <https://www.lagunahillsca.gov/supplementalagenda> and at the respective public meeting.

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/Planning Agency

Staff Report

DATE: April 25, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Presentation of Proclamation for "DMV/Donate Life Month"

RECOMMENDATION: That the City Council issue a Proclamation declaring April 2023, as "DMV/Donate Life Month" and that Mayor Heft present the Proclamation to Leslie Eskildsen, OneLegacy Ambassador.

SUMMARY:

The City received a request from OneLegacy to issue a Proclamation declaring April 2023, as "DMV/Donate Life Month". More than 100,000 individuals nationwide, and more than 20,000 in California, are currently on the national organ transplant waiting list. Organ donors saved 42, 000 lives last year, the most ever. Staff is recommending that the City Council issue the Proclamation, encouraging residents to check "Yes!" when applying for or renewing their driver's license or ID card at the DMV and present the Proclamation to Leslie Eskildsen, OneLegacy Ambassador.

ATTACHMENTS:

- Proclamation - DMV/Donate Life Month April 2023



CITY OF LAGUNA HILLS

PROCLAMATION

DMV/DONATE LIFE MONTH

APRIL 2023

WHEREAS, organ, eye, tissue, marrow, and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and

WHEREAS, more than 100,000 individuals nationwide, and more than 20,000 in California, are currently on the national organ transplant waiting list; and

WHEREAS, the need for donated organs is especially urgent in Hispanic, Latino, and African American communities; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas, and small intestine can save up to eight lives; and a donation of tissue can save and heal the lives of more than 75 others; and

WHEREAS, organ donors saved more than 42,000 lives last year, the most ever; and

WHEREAS, being a registered donor does not impact the quality of life-saving medical care a person receives in an emergency; and

WHEREAS, California residents can sign up to be an organ, eye, and tissue donor when applying for or renewing their driver's license or ID cards at the California Department of Motor Vehicles.

NOW, THEREFORE, I, Janine Heft, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby proclaim April 2023 as DMV/Donate Life Month in the City of Laguna Hills, and in so doing encourage residents to check "YES!" when applying for or renewing their driver's license or ID card at the DMV.

Dated this 25th day of April 2023.

JANINE HEFT, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 25, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
 City Clerk
ISSUE: Schedule of Future Events

RECOMMENDATION: That the City Clerk announce the upcoming meetings and events.

SUMMARY:

Rooted Volunteer Planting Event

Saturday, April 29, 9:00 a.m., Knotty Pine Park

Paper Shredding and Bulky Item/E-Waste drop-off Event

Saturday, May 6, 8:00 a.m. – 12:00 p.m., Laguna Hills High School Staff Parking Lot

Build-a-Fort Registration Opens

Tuesday, May 9, 8:00 a.m.

Global Harmony Symphony Moment Musicale Chamber Series (lunchtime concert)

Tuesday, May 9, 11:30 a.m., Laguna Hills Community Center Heritage Room

City Council/Planning Agency Regular Meeting

Tuesday, May 9, 7:00 p.m., Laguna Hills Civic Center Council Chamber

Organic Waste Recycling Town Hall

Thursday, May 11, 6:30 p.m. – 8:00 p.m., Laguna Hills Community Center Heritage Room

Events, Communication, and Beautification Committee Regular Meeting

Monday, May 15, 11:00 a.m., Laguna Hills Civic Center Admin Conference Room

Traffic Commission Regular Meeting

Wednesday, May 17, 7:00 p.m., Laguna Hills Civic Center Council Chamber

Parent's Night Out

Friday, May 19, 6:00 p.m. – 8:30 p.m., Laguna Hills Community Center

Schedule of Future Events

April 25, 2023

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Global Harmony Symphony “An Evening of Mozart & More” featuring bassoon soloist

Monday, May 22, 7:00 p.m., Laguna Hills Community Center Heritage Room

City Council/Planning Agency Regular Meeting

Tuesday, May 23, 7:00 p.m., Laguna Hills Civic Center Council Chamber

Memorial Day Half Marathon, 5K, 10K

Monday, May 29, 6:20 a.m. Starting Line on Calle de la Louisa between the former mall site and Saddleback Memorial Medical Center

Memorial Day – City Hall Offices and Community Center will be Closed

Monday, May 29



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 25, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Approval of Minutes for April 11 2023, Special Meeting

RECOMMENDATION: That the City Council approve the City Council Minutes for the April 11, 2023, Special Meeting.

ATTACHMENTS:

- April 11, 2023, City Council Special Meeting Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY**

**SPECIAL MEETING
MINUTES
Tuesday, April 11, 2023**

CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Mayor Heft.

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Mayor	Present	
Dave Wheeler	Mayor Pro Tempore	Present	
Don Caskey	Council Member	Absent	
Erica Pezold	Council Member	Absent	
Joshua Sweeney	Council Member	Present	

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

A. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to California Government Code Section 54957.6(a)

City Designated Representatives: Jarad Hildenbrand, City Manager

Employee Organization: Laguna Hills City Employee Association, City Employee Organization

PUBLIC COMMENTS

There were no public comments on the closed session item.

ADJOURN TO CITY COUNCIL CONFERENCE ROOM OR COUNCIL CHAMBER

CONVENE INTO CLOSED SESSION

The City Council convened into closed session to consider the matter(s) listed above.

RECONVENE TO CITY COUNCIL CHAMBER

The City Council reconvened the City Council Meeting at 6:59 p.m. Three Council Members were present in Chamber. Council Member Caskey and Council Member Pezold were absent.

CLOSED SESSION REPORT**A. CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to California Government Code Section 54957.6(a)

Public Employee Title: Interim City Manager

City Designated Representatives: Jarad Hildenbrand, City Manager

Employee Organization: Laguna Hills City Employee Association, City
Employee Organization

City Attorney Simonian stated that the City Council convened into closed session this evening pursuant to the authorities listed on the Agenda with no reportable action taken.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 7:00 p.m.

Jennifer Lee, City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of April 25, 2023



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 25, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Approval of Minutes for April 11, 2023, Regular Meeting

RECOMMENDATION: That the City Council approve the City Council Minutes for the April 11, 2023, Regular Meeting.

ATTACHMENTS:

- April 11, 2023, City Council Regular Meeting Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY**

**REGULAR MEETING
MINUTES
Tuesday, April 11, 2023**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Mayor Heft.

INVOCATION: Council Member Sweeney

PLEDGE OF ALLEGIANCE: Council Member Sweeney

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Mayor	Present	
Dave Wheeler	Mayor Pro Tempore	Present	
Don Caskey	Council Member	Absent	
Erica Pezold	Council Member	Absent	
Joshua Sweeney	Council Member	Present	

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills High School Student Liaison Report

The City Council received an oral report from Laguna Hills High School 2023 Spring Student Liaison Audrey Masson.

1.2 Presentation of Proclamation for "National Public Safety Telecommunicators Week"

The City Council issued a Proclamation declaring April 9, 2023, through April 15, 2023, as "National Public Safety Telecommunicators Week and Mayor Heft presented the Proclamation to Baryic Hunter, Division Chief, Orange County Fire Authority.

Deputy City Manager Reynolds introduced the City's new Community Services Manager, Holland Gannon.

2. SCHEDULE OF FUTURE EVENTS

2.1 Schedule of Future Events

City Clerk Lee announce the upcoming meetings and events.

3. PUBLIC COMMENTS

The following individuals addressed the City Council on non-agendized items:

Bayaneh Nikpour and Maryam Mosallaie each provided public comments urging the City Council to adopt a Resolution condemning crimes against humanity committed by the Islamic Republic.

4. CONSENT CALENDAR

Motion to approve the Consent Calendar with Mayor Heft removing Item No. 4.5 and Mayor Pro Tempore Wheeler removing Item No. 4.7.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Wheeler, Mayor Pro Tempore
SECONDER:	Joshua Sweeney, Council Member
AYES:	Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Joshua Sweeney, Council Member
ABSENT:	Don Caskey, Council Member; Erica Pezold, Council Member

4.1 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.

4.2 Approval of Minutes for March 28, 2023, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the March 28, 2023, Regular Meeting.

4.3 Approval of Minutes for March 28, 2023, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the March 28, 2023, Special Meeting.

4.4 Ratification of April 11, 2023, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from March 17, 2023 to March 30, 2023, in the amount of \$413,239.97.

4.6 Initiation of the 2023 Weed Abatement Program

Recommendation: That the City Council adopt Resolution No. 2023-04-11-1: "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 9, 2023."

ITEMS REMOVED FROM THE CONSENT CALENDAR**4.5 2023 Laguna Hills Memorial Day Half Marathon, 10K, and 5K Event Pre-Event Update Report**

Mayor Heft removed Item No. 4.5 from the Consent Calendar to allow for discussion on the item.

Deputy City Manager Reynolds responded to Council Member requests for additional information.

Mike Bone, President, Spectrum Sports Management, Inc., responded to Council Member requests for additional information.

Recommendation: That the City Council receive and file the report.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joshua Sweeney, Council Member
SECONDER:	Janine Heft, Mayor
AYES:	Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Joshua Sweeney, Council Member
ABSENT:	Don Caskey, Council Member; Erica Pezold, Council Member

4.7 Legislative Update for the 2023 Legislative Session of the California State Legislature

Mayor Pro Tempore Wheeler removed Item No. 4.7 from the Consent Calendar to allow for discussion on the item.

Recommendation: That the City Council approve the letters of opposition to Assembly Bill 742 (Jackson) and Senate Bill 423 (Wiener) and authorize the Mayor to execute the letters.

A motion to move staff's recommendation and to direct staff to send the same letters of opposition to the City's local state representatives was moved by Mayor Pro Tempore Wheeler, seconded by Council Member Sweeney.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Wheeler, Mayor Pro Tempore
SECONDER:	Joshua Sweeney, Council Member
AYES:	Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Joshua Sweeney, Council Member
ABSENT:	Don Caskey, Council Member; Erica Pezold, Council Member

5. PLANNING AGENCY

There were no separate Planning Agency Business Items for this meeting.

6. CITY COUNCIL PUBLIC HEARINGS

6.1 Introduction and First Reading of a Proposed Ordinance Modifying the Parking Requirement for Low-Intensity Medical Office Uses

Community Development Director Longenecker reviewed the information provided in the staff report and responded to Council Member requests for additional information.

Mayor Heft opened the Public Hearing and upon seeing no one rise, closed the Public Hearing.

City Attorney Simonian responded to Council Member requests for additional information.

Recommendation: That the City Council:

- 1) Conduct a public hearing; and
- 2) Find and determine that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14, Chapter 3, Sections 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly; and

3) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. RZNE-0007-2023, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-44 (ACCESS AND PARKING) TO MODIFY THE PARKING REQUIREMENT FOR LOW-INTENSITY MEDICAL OFFICE USES INCLUDING CHIROPRACTIC, ACUPUNCTURE, OPTOMETRY, PHYSICAL THERAPY, AND PSYCHOTHERAPY OFFICES".

A motion to move staff's recommendation with the discussed edit to the ordinance title, changing the word "including" to "specifically", was moved by Council Member Sweeney, seconded by Mayor Pro Tempore Wheeler.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joshua Sweeney, Council Member
SECONDER:	Dave Wheeler, Mayor Pro Tempore
AYES:	Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Joshua Sweeney, Council Member
ABSENT:	Don Caskey, Council Member; Erica Pezold, Council Member

7. ADMINISTRATIVE REPORTS

7.1. City Manager

7.1.1 Naming of the City's New Electronic Newsletter

City Manager Hildenbrand reviewed the information provided in the staff report and responded to Council Member requests for additional information.

Recommendation: That the City Council approve "The Roundup" as the official name of the City's electronic newsletter.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Wheeler, Mayor Pro Tempore
SECONDER:	Joshua Sweeney, Council Member
AYES:	Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Joshua Sweeney, Council Member
ABSENT:	Don Caskey, Council Member; Erica Pezold, Council Member

7.2. Public Works Director/City Engineer**7.2.1 LH on the Hill Lighting**

Public Works Director/City Engineer Ames reviewed the information provided in the staff report and responded to Council Member requests for additional information.

City Manager Hildenbrand responded to Council Member requests for additional information.

Recommendation: That the City Council review the report and provide direction to City staff.

A motion to take no action on the item at this time was made by Mayor Pro Tempore Wheeler and no second was made. As a result, no action was taken on this motion.

A motion to direct staff to conduct more research on potential lighting options was moved by Council Member Sweeney, seconded by Mayor Pro Tempore Wheeler.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joshua Sweeney, Council Member
SECONDER:	Dave Wheeler, Mayor Pro Tempore
AYES:	Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Joshua Sweeney, Council Member
ABSENT:	Don Caskey, Council Member; Erica Pezold, Council Member

7.3. Community Development Director**7.3.1 Introduction and First Reading of a Proposed Ordinance Prohibiting the Advertisement and Rental of Property for Short-Term Rental in All Residential Zones**

Community Development Director Longenecker reviewed the information provided in the staff report and responded to Council Member requests for additional information.

The following individuals submitted an electronic public comment on Item No. 7.3.1 that was received, forwarded to the Council prior to the meeting, posted on the City's website, and announced into the record by City Clerk Lee:

Mazin Shakra and Patrice Mills each submitted an electronic public comment inquiring about existing short-term rentals in the City.

Neel Patel submitted an electronic public comment inquiring about staff outreach after the ordinance has passed.

Rob Stratton, Jean Samuel, Linda Azamain, and Brian Mitchell on behalf of Nellie Gail Ranch Owners Association each submitted an electronic public comment in favor of the proposed ordinance.

The following individuals addressed the City Council on Item No. 7.3.1:

Adrian Placinta and Tatiana Taleb each provided public comments in opposition to the proposed ordinance.

City Attorney Simonian responded to Council Member requests for additional information.

Recommendation: That the City Council:

- 1) Receive the staff report; and
- 2) Find and determine that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to state CEQA guidelines because it is not considered a project (14 Cal. Code Regs. § 15378) and there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment (14 Cal. Code Regs. § 15061(b)(3)); and
- 3) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 6-40 (SHORT-TERM RENTALS) TO TITLE 6 (PUBLIC WELFARE) OF THE LAGUNA HILLS MUNICIPAL CODE TO PROHIBIT THE ADVERTISEMENT AND RENTAL OF PROPERTY FOR SHORT-TERM RENTAL IN ALL RESIDENTIAL ZONES."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joshua Sweeney, Council Member
SECONDER:	Dave Wheeler, Mayor Pro Tempore
AYES:	Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Joshua Sweeney, Council Member
ABSENT:	Don Caskey, Council Member; Erica Pezold, Council Member

7.4. Chief of Police Services**7.4.1 2022 Laguna Hills Polices Services Annual Report**

Chief of Police Services Captain Burk reviewed the information provided in the staff report, provided a PowerPoint presentation, and responded to Council Member requests for additional information.

The following individual submitted an electronic public comment on Item No. 7.4.1 that was received, forwarded to the Council prior to the meeting, and posted on the City's website:

Neel Patel submitted an electronic public comment inquiring about panhandling in medians and overnight parking in the City.

Recommendation: That the City Council receive and file the 2022 Laguna Hills Police Services Annual Report.

RESULT:	RECEIVE AND FILE [UNANIMOUS]
MOVER:	Dave Wheeler, Mayor Pro Tempore
SECONDER:	Joshua Sweeney, Council Member
AYES:	Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Joshua Sweeney, Council Member
ABSENT:	Don Caskey, Council Member; Erica Pezold, Council Member

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**8.1. Mayor Pro Tempore Wheeler****8.1.1 Street/Sidewalk Vending - SB 946**

The following individual submitted an electronic public comment on Item No. 8.1.1 that was received, forwarded to the Council prior to the meeting, posted on the City's website, and announced into the record by City Clerk Lee:

Neel Patel submitted an electronic public comment inquiring about specific requirements that could be part of an ordinance.

The following individual addressed the City Council on Item No. 8.1.1:

Shelley Roe provided public comments including a handout regarding an action planning proposal to abate the street/sidewalk vending issue in her neighborhood.

City Attorney Simonian responded to Council Member requests for additional information.

Recommendation: Mayor Pro Tempore Wheeler recommends that the City Council direct City staff and the City Attorney to research and prepare an ordinance regulating street/sidewalk vendors operating within the City in accordance with SB 946.

A motion to move Mayor Pro Tempore Wheeler's recommendation and to direct staff to return to the City Council at a future meeting, no later than June 13, was moved by Mayor Pro Tempore Wheeler, seconded by Council Member Sweeney.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Wheeler, Mayor Pro Tempore
SECONDER:	Joshua Sweeney, Council Member
AYES:	Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Joshua Sweeney, Council Member
ABSENT:	Don Caskey, Council Member; Erica Pezold, Council Member

9. CITY COUNCIL MEMBER COMMITTEE REPORTS

There were no City Council Member Committee Reports.

10. CITY COUNCIL MEMBER COMMENTS

Mayor Heft

Mayor Heft announced that she will be adding the requested resolution regarding crimes against humanity committed by the Islamic Republic to a future agenda.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 9:43 p.m.

Jennifer Lee, City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of April 25, 2023



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 25, 2023
TO: Mayor and Council Members
FROM: Eric Hendrickson
Finance Director
ISSUE: Ratification of April 25, 2023, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from March 31, 2023 to April 13, 2023, in the amount of \$1,184,116.31.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from March 31, 2023 to April 13, 2023, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Finance Director certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Payables Detail Report - April 25, 2023
- Warrant Register - April 25, 2023



City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 03/31/2023 - 04/13/2023

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
04/06/2023	DOCU-TRUST	0049476	Offsite Data Storage, Mar '23	100-155-700030	150.00
04/06/2023	TYLER TECHNOLOGIES, INC.	025-415279	Software Supp, EnerGov Annual	100-195-720050	387.83
04/06/2023	COX COMMUNICATION	031723	Maint, 5/23 - 4/24	100-195-630000	617.12
04/06/2023	COX COMMUNICATION	031723a	T-1 Line, Mar '23	100-195-630000	32.14
04/06/2023	COX COMMUNICATION	031923	Cable, City Hall, Mar '23	100-195-630000	182.62
04/06/2023	MOULTON NIGUEL WATER DISTRICT	033023	WiFi, City Hall, Mar '23	100-355-635000	121.19
04/06/2023	OC ATAC	033123	Water Usage, Public Works, Mar '23	100-420-695000	105.00
04/06/2023	SWEENEY, JOSHUA	040323	Orange County ATAC Awards	100-155-612002	75.00
04/06/2023	GRIEGO-SANDS, CINDY	040323	Ceremony, May '23	100-155-613000	66.42
04/06/2023	SOUTHERN CALIFORNIA EDISON	040323 - Acct #70016247	Travel Reimbursement, ACC	100-356-631400	1,230.37
04/06/2023	SOUTHERN CALIFORNIA EDISON	040323 - Acct #70016247	Advocacy Trip, Mar '23	100-356-631900	4,327.83
04/06/2023	SOUTHERN CALIFORNIA EDISON	040323 - Acct #7002345C	Mileage Reimbursement, Gen Gov, 1/9 - 3/31/23	100-355-631000	(1,148.95)
04/06/2023	SOUTHERN CALIFORNIA EDISON	040323 - Acct #7002345C	Street Lights, Traffic Control, Feb & Mar '23	100-356-631400	12,944.36
04/06/2023	ORACLE AMERICA, INC.	100758689	Street Lights, Traffic Control, Feb & Mar '23	100-195-720050	85.95
04/06/2023	THE JAMES KELLY BAND	1106	Offsite Backup, Mar '23	100-000-140000	500.00
04/06/2023	VITUITY - URGENT CARE SERVICES,	1304K20515	Deposit, Music for Summer Concert Series, Jul '23	100-195-617000	100.00
04/06/2023	SECURE LIVE SCAN	13593	Recruitment, Mar '23	100-195-617000	30.00
04/06/2023	GOV'T FINANCE OFFICERS ASSN	15430	Pre-employment Fingerprinting, Mar '23	100-155-700050	530.00
04/06/2023	TPX COMMUNICATIONS	168550138-0	Certificate of Achievement Review Fee, FY2022	100-195-630000	689.57
04/06/2023	CSMFO	200016758	Communications Expense, Apr '23	100-155-611000	45.00
04/06/2023	OC COUNCIL OF GOVERNMENTS	2022-182	OC Chapter Meeting, Apr '23	100-195-720050	3,000.00
04/06/2023	SPECTRUM SPORTS MANAGEMENT, INC.	2023-63	Software Support Services, Aerial Photos	100-310-695507	10,000.00
04/06/2023	SHUTE, MIHALY WEINBERGER LLP	280710	Event Management Services, 1/2 Marathon	100-155-700011	383.00
04/06/2023	THE LIFE TRENDS GROUP, TLTG, INC.	28761	Professional Services, Legal, Feb '23	100-195-646000	1,866.66
04/06/2023	NEXUSTEK	292687	AED Supplies, Mar '23	100-195-720050	925.00
04/06/2023	ALWAYS ADVANCING	31374	Professional Services, Software Support, Feb '23	100-310-695507	2,058.00
04/06/2023	MANUFACTURING AND PROMOTIONS LLC	88098146 COMDEV	1/2 Marathon Expense, Mar '23	100-225-613100	384.32
04/06/2023	WEX BANK	88098448 POLSVCS	Vehicle Fuel, Mar '23	100-420-613100	117.98
04/06/2023	MOBILE MINI, INC.	9017183913	Vehicle Fuel, Mar '23	100-310-641000	82.97
04/06/2023	MOBILE MINI, INC.	9017196977	Storage Rental, Community Center, 3/21 - 4/17/23	100-310-641000	217.80
04/06/2023	REGIONAL FIRST AID, INC	91346	Storage Rental, Community Center, 3/22 - 4/18/23	100-310-620500	70.69
04/06/2023	QUEST DIAGNOSTICS	9203521752	Office Supplies, Comm Ctr, Mar '23	100-195-617000	19.80
04/06/2023	STUDIO TWO BLACK DIAMOND	99938	Pre-employment Drug Testing, Mar	100-155-622000	16.16
04/06/2023	SOUTHERN COMPUTER WAREHOUSE	INV00770802	Operating Supplies, Mar '23	100-195-720050	6.61
04/06/2023	SINTA DESIGN	lhbm_030423	Software License, Mar '23	100-310-695507	1,190.00
04/06/2023	COUNTY OF ORANGE	STTM000924	1/2 Marathon Expense, Mar '23	100-420-646000	69.50
			Communications Charges, 12/1/22 - 12/31/22		

Attachment: Payables Detail Report - April 25, 2023 (3140 : Warrant Register, April 25, 2023)

Payables Detail Report

Payment Dates: 03/31/2023 - 04/13/2023

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
04/12/2023	HIGH LEVEL SECURITY SOLUTIONS, INC.	5557	Private Security Patrol, Apr '23	100-420-720850	11,870.25
04/13/2023	AT AND T - CALNET 3	000019752971	Traffic Signal, Public Works, Mar '23	100-356-630000	24.49
04/13/2023	SOUTHERN CALIFORNIA NEWS	0000562753	Legal Advertising, Mar '23	100-155-624001	1,088.44
04/13/2023	MOULTON NIGUEL WATER DISTRICT	033023a	Water Usage, Public Works, Mar '23	100-355-635000	5,965.15
04/13/2023	IRVINE RANCH WATER DISTRICT	040323	Water Usage, Public Works, Mar '23	100-355-635000	87.23
04/13/2023	SAN DIEGO GAS AND ELECTRIC	040423	Street Lights, Traffic Control, Mar '23	100-356-631400	12,829.06
04/13/2023	EL TORO WATER DISTRICT	041223	Water Usage, Public Works, Feb '23	100-355-635000	6,849.77
04/13/2023	KNIGHT, LORNA	041323	Contract Instructor Services, Yoga	100-310-721500	126.00
04/13/2023	HABASH, JOHN	041323	Contract Instructor Services, Dance	100-310-721500	112.00
04/13/2023	BASICS OF SKATEBOARDING	041323	Contract Instructor Services, Skateboard Instr	100-310-721500	129.50
04/13/2023	KNIGHT, LORNA	041323a	Contract Instructor Services, Yoga	100-310-721500	367.50
04/13/2023	CALIFORNIA CITY MANAGEMENT FOUNDATION	0550	CCMF 2023-24 Membership	100-000-140000	400.00
04/13/2023	ARC DOCUMENT SOLUTIONS, LLC	12046012	Printing Services, Engineering, CIP 168-H, Mar '23	100-600-790600	249.98
04/13/2023	ARC DOCUMENT SOLUTIONS, LLC	12058967	Printing Services, Engineering, Apr	100-355-623000	77.31
04/13/2023	ANDERSON PENNA PARTNERS, INC.	135383	Inspection Services, Mar '23	100-355-700255	8,910.00
04/13/2023	ANDERSON PENNA PARTNERS, INC.	135400	Inspection Services, Mar '23	100-355-700255	200.00
04/13/2023	DATA TICKET, INC.	150065	Process Fee, Parking Citations, Mar	100-420-720823	1,012.30
04/13/2023	GREENBELT GROWERS	17445	Landscape Maintenance, Mar '23	100-355-720700	3,000.00
04/13/2023	WEST COAST ARBORISTS, INC.	197790	Tree Trimming Services, Mar '23	100-355-720702	24,464.00
04/13/2023	WEST COAST ARBORISTS, INC.	197791	Tree Trimming Services, Mar '23	100-355-720702	2,398.50
04/13/2023	FRIEDMAN IMAGING	2023013	Grading Permits - Microfiche, Apr '23	100-355-622000	3,432.09
04/13/2023	TRAUMA INTERVENTION PROGRAMS, INC	2920	Community Program, TIP, 4/1/23 - 6/30/23	100-420-720821	910.32
04/13/2023	DE NOVO PLANNING GROUP	3819	LH Housing, Rezone and ODS Program, Apr '23	100-225-700225	17,897.50
04/13/2023	SMART AND FINAL	3831400001101	Office & Operating Supplies, Mar '23	100-155-622000	91.75
04/13/2023	SMART AND FINAL	3831400001101	Office & Operating Supplies, Mar '23	100-195-620000	79.98
04/13/2023	SMART AND FINAL	3831400001101	Office & Operating Supplies, Mar '23	100-195-622000	20.97
04/13/2023	SMART AND FINAL	3831400011203	Special Events, DDDD, Feb '23	100-310-695500	19.98
04/13/2023	SMART AND FINAL	3831400021801	Office & Operating Supplies, Mar '23	100-155-622000	55.41
04/13/2023	SMART AND FINAL	3831400021801	Office & Operating Supplies, Mar '23	100-195-620000	64.70
04/13/2023	SMART AND FINAL	3831400021801	Office & Operating Supplies, Mar '23	100-195-622000	16.48
04/13/2023	CROSTOWN ELECTRICAL AND DATA, INC.	4296-23-002	Traffic Signal Maintenance, Feb '23	100-356-720420	3,644.70
04/13/2023	CROSTOWN ELECTRICAL AND DATA, INC.	4296-23-003	Traffic Signal Maintenance, Mar '23	100-356-720420	3,644.70
04/13/2023	CROSTOWN ELECTRICAL AND DATA, INC.	4507 - 4570	Traffic Signal Maintenance, Mar '23	100-356-720420	14,549.73
04/13/2023	RJ ELECTRIC	61745	Parks Contract Repair, Mar '23	100-355-720701	202.00
04/13/2023	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	647401	Pre-employment Fingerprinting, Mar '23	100-195-617000	32.00
04/13/2023	CHARLES ABBOTT ASSOCIATES, INC	65594 - A (City Property/	Public Works Other, Oso Trail, Mar	100-355-720401	675.00
04/13/2023	CHARLES ABBOTT ASSOCIATES, INC	65594 - B (Facilities)	Public Works Other, Civic Center Maint, Mar '23	100-355-720401	1,049.48
04/13/2023	CHARLES ABBOTT ASSOCIATES, INC	65594 - C (Parks)	Public Works Other, Parks, Mar '23	100-355-720401	10,916.00
04/13/2023	CHARLES ABBOTT ASSOCIATES, INC	65596	Professional Services, Mar '23	100-225-700000	27,539.74
04/13/2023	JAMEY CLARK, INC.	73781	Park Repairs, Public Works, Mar '23	100-355-720701	90.00
04/13/2023	JAMEY CLARK, INC.	73782	Graffiti Removal, Public Works, Mar '23	100-355-720500	553.13
04/13/2023	JAMEY CLARK, INC.	73805	Graffiti Removal, Public Works, Mar '23	100-355-720500	585.00
04/13/2023	JAMEY CLARK, INC.	73806	Graffiti Removal, Public Works, Apr	100-355-720500	622.14
04/13/2023	JAMEY CLARK, INC.	73810	Graffiti Removal, Public Works, Apr	100-355-720500	135.00
04/13/2023	NIEVES LANDSCAPE, INC.	74158	Monthly and Misc Landscape, Mar	100-355-720700	87,636.69
04/13/2023	NIEVES LANDSCAPE, INC.	74437	Monthly and Misc Landscape, Apr '23	100-355-720700	519.00
04/13/2023	NIEVES LANDSCAPE, INC.	74438	Equipment / Machinery, Apr '23	100-355-910000	1,538.00
04/13/2023	NIEVES LANDSCAPE, INC.	74439	Monthly and Misc Landscape, Apr '23	100-355-720700	24.12
04/13/2023	NIEVES LANDSCAPE, INC.	74440	Monthly and Misc Landscape, Apr '23	100-355-720700	160.18

Attachment: Payables Detail Report - April 25, 2023 (3140 : Warrant Register, April 25, 2023)

Payables Detail Report

Payment Dates: 03/31/2023 - 04/13/2023

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
04/13/2023	NIEVES LANDSCAPE, INC.	74441	Equipment / Machinery, Apr '23	100-355-910000	1,155.58
04/13/2023	RJ ELECTRIC	78539T	Parks Contract Repair, Mar '23	100-355-720701	6,370.00
04/13/2023	ORANGE COUNTY JUMPERS LLC	79414	Program Expense, 1/2 Marathon	100-310-695507	850.00
04/13/2023	FEDERAL EXPRESS CORPORATION	8-093-54907	Operating Supplies, GIS System, Mar '23	100-355-622000	41.82
04/13/2023	ALL CITY MANAGEMENT, INC.	84630	Crossing Guard Services, 3/19/23 - 4/1/23	100-420-720822	7,212.83
04/13/2023	WEX BANK	87432574 COMSVCS	Vehicle Fuel, Feb '23	100-310-613100	(2.98)
04/13/2023	WEX BANK	88097847 PUBWKS	Vehicle Fuel, Mar '23	100-355-613100	432.11
04/13/2023	WEX BANK	88098014 COMSVCS	Vehicle Fuel, Mar '23	100-310-613100	159.22
04/13/2023	REGIONAL FIRST AID, INC	90528	Office Supplies, Comm Ctr, Feb '23	100-310-620500	79.71
04/13/2023	VERIZON WIRELESS	9931020714	Communication Expense, Mar '23	100-195-630000	979.79
04/13/2023	STUDIO TWO BLACK DIAMOND	99939	Printing Services, Apr '23	100-195-623000	141.61
04/13/2023	PALMERS LANDSCAPE	CD-0939-POOLR-0131-20	Refund, Pool Bond, REC-008976-	100-000-228001	500.00
04/13/2023	SALT AND SEA POOLS	CD-0940-POOLR-0123-20	Refund, Pool Bond, REC-008550-	100-000-228001	500.00
04/13/2023	TAYLOR, ROBERT	CD-0941-BLDR-0032-202	Refund, C&D Deposit, REC-009555-2023	100-000-227001	690.00
04/13/2023	IPERMIT LLC	CD-0942-PLMR-0043-202	Refund, Permit Fees, REC-009825-2023	100-000-221011	2.00
04/13/2023	IPERMIT LLC	CD-0942-PLMR-0043-202	Refund, Permit Fees, REC-009825-2023	100-000-221012	4.00
04/13/2023	IPERMIT LLC	CD-0942-PLMR-0043-202	Refund, Permit Fees, REC-009825-2023	100-000-442000	153.09
04/13/2023	IPERMIT LLC	CD-0943-MECR-0015-202	Refund, Permit Fees, REC-009606-2023	100-000-221011	1.00
04/13/2023	IPERMIT LLC	CD-0943-MECR-0015-202	Refund, Permit Fees, REC-009606-2023	100-000-221012	4.00
04/13/2023	IPERMIT LLC	CD-0943-MECR-0015-202	Refund, Permit Fees, REC-009606-2023	100-000-442000	66.76
04/13/2023	MASSOTH, CHRISTOPHER	CD-0944-ELER-0011-2023	Refund, Permit Fees, REC-009936-2023	100-000-442000	191.07
04/13/2023	BANK OF AMERICA VISA CARD	CITYCLERK 03.20.23 - 01	Allianz Global Assistance	100-155-612000	62.08
04/13/2023	BANK OF AMERICA VISA CARD	CITYCLERK 03.20.23 - 02	City Clerks Association of California	100-155-610000	200.00
04/13/2023	BANK OF AMERICA VISA CARD	CITYCLERK 03.20.23 - 03	City Clerks Association of California	100-155-611000	500.00
04/13/2023	BANK OF AMERICA VISA CARD	CITYCLERK 03.20.23 - 04	International Institute of Municipal Clerks	100-155-610000	185.00
04/13/2023	BANK OF AMERICA VISA CARD	CITYCLERK 03.20.23 - 05	Courtyard by Marriott	100-155-612000	919.65
04/13/2023	BANK OF AMERICA VISA CARD	CITYCLERK 03.20.23 - 06	City Clerks Association of California	100-155-611000	75.00
04/13/2023	BANK OF AMERICA VISA CARD	COMDEV 03.20.23 - 01	American Planning Association	100-225-610000	20.00
04/13/2023	BANK OF AMERICA VISA CARD	COMDEV 03.20.23 - 02	Aliso Viejo Towing	100-225-646100	203.56
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 01	King's Fish House	100-310-611000	141.91
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 02	Amazon.com	100-310-620500	140.07
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 03	Amazon.com	100-310-620500	317.81
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 04	SPS Industrial Inc.	100-310-645500	241.63
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 05	Villa Roma Market and Deli	100-310-695500	2,099.33
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 06	City of Aliso Viejo	100-310-695507	280.65
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 07	City of Aliso Viejo	100-310-695507	8.42
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 08	Willscot Mobile Mini	100-310-641000	1,452.41
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 09	Baja Fish Tacos	100-310-611000	112.14
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 10	GoDaddy.com	100-195-720050	20.17
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 11	OC Register Subscription	100-310-626000	24.79
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 12	City of Laguna Niguel	100-310-695507	190.00
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 13	Elavon Srv Fee City of LA	100-310-695507	4.47
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 14	Apple.com	100-310-695502	10.99
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 15	Best Buy	100-195-940000	660.02
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 16	FlexiSpot	100-195-940000	624.93
04/13/2023	BANK OF AMERICA VISA CARD	COMSVCS 03.21.23 - 17	GoToMeeting	100-195-720050	192.00
04/13/2023	SALMON, ANTHONY	FRD-0299	Refund, Facility Deposit, R #1035105.002	100-000-222000	500.00
04/13/2023	BANK OF AMERICA VISA CARD	GENGOV1 03.20.23 - 01	octax.org	100-155-612000	100.00
04/13/2023	BANK OF AMERICA VISA CARD	GENGOV1 03.20.23 - 02	NeoGov / GovernmentJobs.com	100-195-617000	199.00
04/13/2023	BANK OF AMERICA VISA CARD	GENGOV1 03.20.23 - 03	The Mexican Taco	100-155-622000	75.00

Attachment: Payables Detail Report - April 25, 2023 (3140 : Warrant Register, April 25, 2023)

Payables Detail Report

Payment Dates: 03/31/2023 - 04/13/2023

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
04/13/2023	BANK OF AMERICA VISA CARD	GENGOV1 03.20.23 - 04	Rodrigo's Mexican Grill	100-155-622000	160.86
04/13/2023	BANK OF AMERICA VISA CARD	GENGOV1 03.20.23 - 05	CA Park and Rec Society	100-195-617000	75.00
04/13/2023	BANK OF AMERICA VISA CARD	GENGOV1 03.20.23 - 06	Amazon.com	100-155-622000	86.19
04/13/2023	BANK OF AMERICA VISA CARD	GENGOV1 03.20.23 - 07	Sauced BBQ	100-155-612002	83.65
04/13/2023	BANK OF AMERICA VISA CARD	GENGOV1 03.20.23 - 08	John Wayne Airport	100-155-612002	40.00
04/13/2023	BANK OF AMERICA VISA CARD	GENGOV1 03.20.23 - 09	NeoGov / GovernmentJobs.com	100-195-617000	199.00
04/13/2023	BANK OF AMERICA VISA CARD	GENGOV1 03.20.23 - 10	APWA - Work Zone	100-195-617000	495.00
04/13/2023	BANK OF AMERICA VISA CARD	GENGOV1 03.20.23 - 11	John Wiley & Sons, Inc.	100-195-617000	655.00
04/13/2023	BANK OF AMERICA VISA CARD	GENGOV1 03.20.23 - 12	Classic Chinese Restaurant	100-155-622000	231.14
04/13/2023	OFFICE SOLUTIONS	I-02111075	Office/Operating Supplies, Apr '23	100-195-620000	388.11
04/13/2023	OFFICE SOLUTIONS	I-02111075	Office/Operating Supplies, Apr '23	100-195-622000	280.12
04/13/2023	OFFICE SOLUTIONS	I-02111443	Operating Supplies, Apr '23	100-195-622000	14.32
04/13/2023	ORANGE COUNTY TREASURER-TAX COLLECTOR	MAR 23	Parking Fee Surcharge, Mar '23	100-420-720823	3,624.00
04/13/2023	BANK OF AMERICA VISA CARD	POLSVCS 03.20.23 - 01	Costco Wholesale	100-420-622000	83.75
04/13/2023	BANK OF AMERICA VISA CARD	POLSVCS 03.20.23 - 02	The Toll Roads of OC	100-420-646100	3.23
04/13/2023	BANK OF AMERICA VISA CARD	POLSVCS 03.20.23 - 03	The Toll Roads of OC	100-420-646100	2.70
04/13/2023	BANK OF AMERICA VISA CARD	POLSVCS 03.20.23 - 04	Costco Wholesale	100-420-695000	25.97
04/13/2023	BANK OF AMERICA VISA CARD	POLSVCS 03.20.23 - 05	Costco Wholesale	100-420-695000	53.61
04/13/2023	BANK OF AMERICA VISA CARD	POLSVCS 03.20.23 - 06	Walmart	100-420-622000	111.42
04/13/2023	BANK OF AMERICA VISA CARD	POLSVCS 03.20.23 - 07	Starbucks	100-420-695000	15.45
04/13/2023	BANK OF AMERICA VISA CARD	POLSVCS 03.20.23 - 08	Starbucks	100-420-695000	72.05
04/13/2023	BANK OF AMERICA VISA CARD	POLSVCS 03.20.23 - 09	Amazon Prime	100-420-622000	16.15
04/13/2023	BANK OF AMERICA VISA CARD	PUBWKS 03.20.23 - 01	Amazon.com	100-355-622000	101.74
04/13/2023	BANK OF AMERICA VISA CARD	PUBWKS 03.20.23 - 02	Amazon.com, S Remo / S Maria	100-355-720401	2,692.67
			Pocket Park Gazebo		
04/13/2023	BANK OF AMERICA VISA CARD	PUBWKS 03.20.23 - 03	Norman's Nursery, Rooted Campaign	100-310-695500	3,011.23
04/13/2023	COUNTY OF ORANGE	SH 64982	Fingerprint ID System Charges, Apr	100-420-720835	1,188.00
04/13/2023	OCSO LAW ENFORCEMENT	SH 65011	Law Enforcement Services, Apr '23	100-420-720800	802,811.81
	CONTRACT, OC TREASURER-TAX				
04/13/2023	PACKET FUSION, INC.	SLSI-1007734	Conference Phone, Apr '23	100-195-940000	724.68
Fund 100 - GENERAL FUND Total:					1,144,686.70
Fund: 212 - MEASURE M					
04/13/2023	PACIFIC SHORES MASONRY, INC.	1308-01C	Repairs to Existing Bus Station, Mar	212-355-720400	12,114.00
04/13/2023	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	22-2303413	Street Maintenance, Mar '23	212-355-720400	37.77
04/13/2023	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA	320230385	Street Maintenance, Mar '23	212-355-720400	141.25
04/13/2023	CHARLES ABBOTT ASSOCIATES, INC	65594	Road Maintenance, Mar '23	212-355-720400	27,136.59
Fund 212 - MEASURE M Total:					39,429.61
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
04/13/2023	ARC DOCUMENT SOLUTIONS, LLC	12046012	Printing Services, Engineering, CIP 168-H, Mar '23	600-000-490100	(249.98)
04/13/2023	ARC DOCUMENT SOLUTIONS, LLC	12046012	Printing Services, Engineering, CIP 168-H, Mar '23	600-251-950168	249.98
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					-
Grand Total:					1,184,116.31

Attachment: Payables Detail Report - April 25, 2023 (3140 : Warrant Register, April 25, 2023)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	1,144,686.70	1,144,686.70
212 - MEASURE M	39,429.61	39,429.61
600 - CAPITAL IMPROVEMENT PROJECT	-	-
Grand Total:	1,184,116.31	1,184,116.31

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-140000	Prepaid Expenditures	900.00	900.00
100-000-221011	Building Standards Fee	3.00	3.00
100-000-221012	SB1186 ADA CASp Fees	8.00	8.00
100-000-222000	Refundable Deposits	500.00	500.00
100-000-227001	Security Deposit - Waste	690.00	690.00
100-000-228001	Swimming Pool Bonds	1,000.00	1,000.00
100-000-442000	Building Related Permits	410.92	410.92
100-155-610000	Memberships and Dues Expense	385.00	385.00
100-155-611000	Training and Education	620.00	620.00
100-155-612000	Travel, Conferences & Meetings	1,081.73	1,081.73
100-155-612002	Travel - ACC-OC	198.65	198.65
100-155-613000	Mileage Reimbursement	66.42	66.42
100-155-622000	Operating Supplies	716.51	716.51
100-155-624001	Advertising - Legal	1,088.44	1,088.44
100-155-700011	Legal Services-Litigation	383.00	383.00
100-155-700030	Professional Svcs- City Clerk	150.00	150.00
100-155-700050	Professional Services - Financial	530.00	530.00
100-195-617000	Recruitment	1,804.80	1,804.80
100-195-620000	Office Supplies	532.79	532.79
100-195-622000	Operating Supplies	331.89	331.89
100-195-623000	Printing	141.61	141.61
100-195-630000	Telephone & Communication	2,501.24	2,501.24
100-195-646000	Maint & Rep-Equip & Machinery	1,866.66	1,866.66
100-195-720050	Contract Serv-Software Support	4,617.56	4,617.56
100-195-940000	Computer Hardware & Software	2,009.63	2,009.63
100-225-610000	Memberships and Dues Expense	20.00	20.00
100-225-613100	Vehicle-Fuel	384.32	384.32
100-225-646100	Maint & Repairs - Vehicles	203.56	203.56
100-225-700000	Prof. Svcs - Building & Safety	27,539.74	27,539.74
100-225-700225	Housing Element	17,897.50	17,897.50
100-310-611000	Training and Education	254.05	254.05
100-310-613100	Vehicle-Fuel	156.24	156.24
100-310-620500	Office Supplies - Comm Ctr	608.28	608.28
100-310-626000	Subscriptions & Books	24.79	24.79
100-310-641000	Rent/Lease - Equipment	1,753.18	1,753.18
100-310-645500	Maint&Repair-Facility Comm Ctr	241.63	241.63
100-310-695500	Special Events-Program Service	5,130.54	5,130.54
100-310-695502	Special Needs Program	10.99	10.99
100-310-695507	Marathon 5k	14,581.54	14,581.54
100-310-721500	Contract Services-Program Svce	735.00	735.00
100-355-613100	Vehicle-Fuel	432.11	432.11
100-355-622000	Operating Supplies	3,575.65	3,575.65
100-355-623000	Printing	77.31	77.31
100-355-631000	Utilities - Electric	(1,148.95)	(1,148.95)
100-355-635000	Utilities - Water	13,023.34	13,023.34
100-355-700255	Improvement Inspection	9,110.00	9,110.00
100-355-720401	Other Public Works Maintenance	15,333.15	15,333.15
100-355-720500	Graffiti Removal	1,895.27	1,895.27
100-355-720700	Landscape Maintenance Contract	91,339.99	91,339.99
100-355-720701	Parks Contract Repair	6,662.00	6,662.00

Attachment: Payables Detail Report - April 25, 2023 (3140 : Warrant Register, April 25, 2023)

Payables Detail Report

Payment Dates: 03/31/2023 - 04/13/2023

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-355-720702	Tree Maintenance	26,862.50	26,862.50
100-355-910000	Equipment & Machinery	2,693.58	2,693.58
100-356-630000	MOE Telephone &	24.49	24.49
100-356-631400	MOE Electricity-Streetlights &	27,003.79	27,003.79
100-356-631900	MOE Electricity On-bill Financing	4,327.83	4,327.83
100-356-720420	MOE Traffic Signal Maintenance	21,839.13	21,839.13
100-420-613100	Vehicle-Fuel	117.98	117.98
100-420-622000	Operating Supplies	211.32	211.32
100-420-646000	Maint & Rep-Equip & Machinery	69.50	69.50
100-420-646100	Maint & Repairs - Vehicles	5.93	5.93
100-420-695000	CommunityAsstnc/PublicRelation	272.08	272.08
100-420-720800	General Law Enforcement	802,811.81	802,811.81
100-420-720821	Trauma Intervention Program	910.32	910.32
100-420-720822	Crossing Guard Services	7,212.83	7,212.83
100-420-720823	Parking Citation Processing	4,636.30	4,636.30
100-420-720835	Fingerprint Identification Svc	1,188.00	1,188.00
100-420-720850	Private Security Patrol	11,870.25	11,870.25
100-600-790600	Transfer Out to Capital Imprv.	249.98	249.98
212-355-720400	Street Maintenance	39,429.61	39,429.61
600-000-490100	Transfer In- General Fund	(249.98)	(249.98)
600-251-950168	TrafficSignalImprovCoordination	249.98	249.98
Grand Total:		1,184,116.31	1,184,116.31

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,184,116.31	1,184,116.31
Grand Total:	1,184,116.31	1,184,116.31

Attachment: Payables Detail Report - April 25, 2023 (3140 : Warrant Register, April 25, 2023)



City of Laguna Hills, CA

Warrant Register - April 25, 2023

By Check Number

Date Range: 03/31/2023 - 04/13/2023

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
1869	A-0382	ALWAYS ADVANCING MANUFACTURING AND PROMOTIONS LLC	04/06/2023	2,058.00
1870	C-1191	COUNTY OF ORANGE	04/06/2023	69.50
1871	C-0023	COX COMMUNICATION	04/06/2023	831.88
1872	C-0358	CSMFO	04/06/2023	45.00
1873	D-0561	DOCU-TRUST	04/06/2023	150.00
1874	G-0710	GOV'T FINANCE OFFICERS ASSN	04/06/2023	530.00
1875	G-0843	GRIEGO-SANDS, CINDY	04/06/2023	66.42
1876	M-1388	MOBILE MINI, INC.	04/06/2023	300.77
1877	M-1302	MOULTON NIGUEL WATER DISTRICT	04/06/2023	121.19
1878	N-1493	NEXUSTEK	04/06/2023	925.00
1879	O-1611	OC ATAC	04/06/2023	105.00
1880	O-1568	OC COUNCIL OF GOVERNMENTS	04/06/2023	3,000.00
1881	O-1610	ORACLE AMERICA, INC.	04/06/2023	85.95
1882	Q-1707	QUEST DIAGNOSTICS	04/06/2023	19.80
1883	R-1985	REGIONAL FIRST AID, INC	04/06/2023	70.69
1884	S-2194	SECURE LIVE SCAN	04/06/2023	30.00
1885	S-2296	SHUTE, MIHALY WEINBERGER LLP	04/06/2023	383.00
1886	S-2267	SINTA DESIGN	04/06/2023	1,190.00
1887	S-1904	SOUTHERN CALIFORNIA EDISON	04/06/2023	11,795.41
1888	S-1904	SOUTHERN CALIFORNIA EDISON	04/06/2023	5,558.20
1889	S-2295	SOUTHERN COMPUTER WAREHOUSE	04/06/2023	6.61
1890	S-2308	SPECTRUM SPORTS MANAGEMENT, INC.	04/06/2023	10,000.00
1891	S-2209	STUDIO TWO BLACK DIAMOND	04/06/2023	16.16
1892	S-2314	SWEENEY, JOSHUA	04/06/2023	75.00
1893	J-1091	THE JAMES KELLY BAND	04/06/2023	500.00
1894	T-2682	THE LIFE TRENDS GROUP, TLTG, INC.	04/06/2023	1,866.66
1895	T-2698	TPX COMMUNICATIONS	04/06/2023	689.57
1896	T-2656	TYLER TECHNOLOGIES, INC.	04/06/2023	387.83
1897	V-2254	VITUITY - URGENT CARE SERVICES, PC	04/06/2023	100.00
1898	W-2450	WEX BANK	04/06/2023	502.30
1899	A-0138	ALL CITY MANAGEMENT, INC.	04/13/2023	7,212.83
1900	A-0359	ANDERSON PENNA PARTNERS, INC.	04/13/2023	9,110.00
1901	A-0360	ARC DOCUMENT SOLUTIONS, LLC	04/13/2023	327.29
1902	C-0457	CALIFORNIA CITY MANAGEMENT FOUNDATION	04/13/2023	400.00
1903	C-1144	CHARLES ABBOTT ASSOCIATES, INC	04/13/2023	67,316.81
1904	C-1190	COUNTY OF ORANGE	04/13/2023	1,188.00
1905	C-1122	CROSTOWN ELECTRICAL AND DATA, INC.	04/13/2023	21,839.13
1906	D-0461	DATA TICKET, INC.	04/13/2023	1,012.30
1907	D-0578	DE NOVO PLANNING GROUP	04/13/2023	17,897.50
1908	E-0504	EL TORO WATER DISTRICT	04/13/2023	6,849.77
1909	F-0604	FEDERAL EXPRESS CORPORATION	04/13/2023	41.82
1910	F-0720	FRIEDMAN IMAGING	04/13/2023	3,432.09
1911	G-0865	GREENBELT GROWERS	04/13/2023	3,000.00
1912	Z-CD-0411	IPERMIT LLC	04/13/2023	230.85
1913	I-0942	IRVINE RANCH WATER DISTRICT	04/13/2023	87.23
1914	J-1057	JAMEY CLARK, INC.	04/13/2023	1,985.27
1915	Z-CD-0412	MASSOTH, CHRISTOPHER	04/13/2023	191.07
1916	M-1302	MOULTON NIGUEL WATER DISTRICT	04/13/2023	5,965.15
1917	N-1474	NIEVES LANDSCAPE, INC.	04/13/2023	91,033.57
1918	O-1546	OFFICE SOLUTIONS	04/13/2023	682.55
1919	C-1003	ORANGE COUNTY TREASURER-TAX COLLECTOR	04/13/2023	3,624.00
1920	P-1844	PACIFIC SHORES MASONRY, INC.	04/13/2023	12,114.00
1921	P-1824	PACKET FUSION, INC.	04/13/2023	724.68

Attachment: Warrant Register - April 25, 2023 (3140 : Warrant Register, April 25, 2023)

Warrant Register - April 25, 2023

Check Number	Vendor Number	Vendor Name
1922	Z-CD-0319	PALMERS LANDSCAPE
1923	R-1977	RJ ELECTRIC
1924	Z-CS-0408	SALMON, ANTHONY
1925	Z-CD-0340	SALT AND SEA POOLS
1926	S-1902	SAN DIEGO GAS AND ELECTRIC
1927	O-1575	SOUTHERN CALIFORNIA NEWS GROUP
1928	S-1980	STATE DEPARTMENT OF JUSTICE ACCOUNTING OFFICE
1929	S-2209	STUDIO TWO BLACK DIAMOND
1930	Z-CD-0348	TAYLOR, ROBERT
1931	T-2042	TRAUMA INTERVENTION PROGRAMS, INC
1932	U-2165	UNDERGROUND SERVICE ALERT OF SO CALIFORNIA
1933	V-2224	VERIZON WIRELESS
1934	W-2337	WEST COAST ARBORISTS, INC.
1935	W-2450	WEX BANK
1936	A-0365	AT AND T - CALNET 3
1937	B-0430	BASICS OF SKATEBOARDING
1938	H-0959	HABASH, JOHN
1939	K-1126	KNIGHT, LORNA
1940	O-1599	ORANGE COUNTY JUMPERS LLC
1941	R-1985	REGIONAL FIRST AID, INC
1942	S-1949	SMART AND FINAL
1943	W-2450	WEX BANK

Date Range: 03/31/2023 - 04/13/2023

Payment Date	Payment Amount
04/13/2023	500.00
04/13/2023	6,572.00
04/13/2023	500.00
04/13/2023	500.00
04/13/2023	12,829.06
04/13/2023	1,088.44
04/13/2023	32.00
04/13/2023	141.61
04/13/2023	690.00
04/13/2023	910.32
04/13/2023	179.02
04/13/2023	979.79
04/13/2023	26,862.50
04/13/2023	432.11
04/13/2023	24.49
04/13/2023	129.50
04/13/2023	112.00
04/13/2023	493.50
04/13/2023	850.00
04/13/2023	79.71
04/13/2023	349.27
04/13/2023	156.24
Total Regular:	352,157.41

Attachment: Warrant Register - April 25, 2023 (3140 : Warrant Register, April 25, 2023)

Warrant Register - April 25, 2023

Date Range: 03/31/2023 - 04/13/2023

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0002441	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	04/12/2023	11,870.25
DFT0002443	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	04/13/2023	802,811.81
DFT0002444	B-0276	BANK OF AMERICA VISA CARD	04/13/2023	17,276.84
Total Bank Draft:				831,958.90

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	105	75	0.00	352,157.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	51	3	0.00	831,958.90
EFT's	0	0	0.00	0.00
	156	78	0.00	1,184,116.31

Attachment: Warrant Register - April 25, 2023 (3140 : Warrant Register, April 25, 2023)

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	105	75	0.00	352,157.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	51	3	0.00	831,958.90
EFT's	0	0	0.00	0.00
	156	78	0.00	1,184,116.31

Fund Summary

Fund	Name	Period	Amount
998	POOL	4/2023	1,184,116.31
			1,184,116.31



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 25, 2023
TO: Mayor and Council Members
FROM: Eric Hendrickson
Finance Director
ISSUE: Treasurer's Investment Report for March 2023

RECOMMENDATION: That the City Council receive and file the Treasurer's Investment Report for the month of March 2023.

SUMMARY:

The Treasurer's Investment Report for the month of March 2023 is submitted herewith. The City's total portfolio as of March 31, 2023 was \$25,272,233. The pooled cash portfolio managed by the City Treasurer consisted of cash on hand, demand deposits, State Local Agency Investment Fund (LAIF) and Investment Trust of California (CalTRUST) investments and totaled \$23,706,883. Restricted cash and investments totaled \$1,565,351, and is mainly comprised of reserve funds for the 2010 bond issuance.

Interest income for the month of March was \$62,903. FY 2022-2023 year-to-date interest earnings of \$241,138 are 241% of the annual budget of \$100,000.

The average yield on the City's total portfolio for the month of March was 3.87%, compared to the prior month of 3.67%. The improvement in portfolio yield in March compared to February was the result of the rising interest rate environment, as dictated by the Federal Reserve.

ATTACHMENTS:

- March 2023 Treasurer's Report

City of Laguna Hills
Treasurer's Investment Report
March 2023

	Market Value	Book Value	% of Portfolio	Maximum Policy Limit	Yield to Maturity for Month (Annualized)
Pooled Cash & Investments					
Bank of the West Checking Accounts	\$ 1,432,881	\$ 1,432,881	6%	n/a	0.35%
Petty Cash	1,500	1,500	0%	n/a	0.00%
Petty Cash Recreation	500	500	0%	n/a	0.00%
Cash with Fiscal Agent - Essex Community Ctr Mgmt	69,994	69,994	0%	n/a	0.00%
Cash with Fiscal Agent - DBI Flexible Spending Acct	32,074	32,074	0%	n/a	0.00%
State Local Agency Investment Fund (LAIF)	5,550,467	5,655,724	24%	75%	2.83%
Investment Trust of California (CalTRUST)	16,443,708	16,443,708	69%	75%	4.54%
Certificates of Deposit	70,502	70,502	0%	50%	5.12%
	<u>23,601,625</u>	<u>23,706,883</u>	<u>100%</u>		<u>3.86%</u>
Restricted & Designated Cash & Investments					
BNY Mellon (2010 Bond - Lease Payment Fund)	1,051,967	1,051,967	n/a	n/a	4.38%
BNY Mellon (2010 Bond - Reserve Fund)	398,115	398,115	n/a	n/a	4.38%
Cash with Fiscal Agent - Essex Civic Center Mgmt	115,269	115,269	n/a	n/a	0.00%
	<u>1,565,351</u>	<u>1,565,351</u>			<u>4.06%</u>
Totals	<u>\$ 25,166,976</u>	<u>\$ 25,272,233</u>			<u>3.87%</u>

Pooled Cash & Investment - Interest Earnings

For the month of March 2023	\$ 62,903
FY 2022-23 to Date	241,138
FY 2022-23 Budget	100,000

Certification:

I hereby certify that the above investment report includes all cash and investments of the City and is in conformance with all State laws and the City's investment policy approved by the City Council on December 13, 2022. At the time of the report, there is sufficient liquidity and anticipated revenues available to meet the City's budgeted expenditure requirements for the next six months.


Eric Hendrickson
Finance Director/Deputy City Treasurer



Pooled Cash Report

City of Laguna Hills, CA

For the Period Ending 3/31/2023

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
100-000-101100	Claim on Cash - General Fund	16,730,874.57	(480,370.60)	16,250,503.97
210-000-101210	Claim on Cash - Gas Tax	659,845.21	65,117.45	724,962.66
211-000-101211	Claim on Cash - SB1 RMRA	347,776.94	55,718.38	403,495.32
212-000-101212	Claim on Cash - Measure M	27,812.95	111,140.58	138,953.53
214-000-101214	Claim on Cash - AB 2766	246,835.57	(24,430.54)	222,405.03
221-000-101221	Claim on Cash - Senior Mobility Program	191,339.29	8,623.92	199,963.21
301-000-101301	Claim on Cash - CARITS	1,276,481.26	-	1,276,481.26
305-000-101305	Claim on Cash - Beverage Recycling	8,548.60	-	8,548.60
306-000-101306	Claim on Cash - CR&R Recycling Fee	182,510.68	(47,134.16)	135,376.52
307-000-101307	Claim on Cash - C&D Forfeited Deposits	(12,588.12)	60,519.69	47,931.57
309-000-101305	Claim on Cash - SB1383	33,083.20	(7,626.68)	25,456.52
311-000-101310	Claim on Cash - Quimby ACT Park Impact Fee	2,000,000.00	-	2,000,000.00
312-000-101312	Claim on Cash - SB1186 ADA Compliance	28,319.89	-	28,319.89
322-000-101322	Claim on Cash - Water Conservation	343,539.41	-	343,539.41
400-000-101400	Claim on Cash - Grants & Contributions	(126,182.13)	-	(126,182.13)
401-000-101401	Claim on Cash - Public Art Fund	192,179.58	-	192,179.58
411-000-101401	Claim on Cash - Public Art Fund	350,000.00	-	350,000.00
421-000-101421	Claim on Cash - Law Enforcement - State	153,688.97	4,985.55	158,674.52
451-000-101451	Claim on Cash - Liability Self-Insurance	94,552.78	(7,433.31)	87,119.47
452-000-101452	Claim on Cash - Parks Equipment Mtnc	365,700.00	-	365,700.00
454-000-101454	Claim on Cash - Sports Complex Equipment Mtnc	120,000.00	-	120,000.00
455-000-101455	Claim on Cash - Community Ctr Equipment Mtnc	120,000.00	-	120,000.00
456-000-101456	Claim on Cash - Storm Drain/Slope Repair Resrv	31,770.82	-	31,770.82
TOTAL CLAIM ON CASH		<u>23,366,089.47</u>	<u>(260,889.72)</u>	<u>23,105,199.75</u>

Reconciling items (outstanding checks and deposits in transit): 601,683.25

Pooled Cash & Investments Book Value: 23,706,883.00

GENERAL FUND RESERVES (as of most recent year end 6/30/2022)

Fund Balance Type	
Non-spendable	128,954
Assigned	769,926
Unassigned	12,895,569
Total	13,794,449

Attachment: March 2023 Treasurer's Report (3142 : Treasurer's Report for March 2023)

BANK OF THE WEST

A trade name used by BMO Harris Bank N.A.

P.O. Box 2830, Omaha, NE 68103-2830

Account Statement

March 1, 2023 - March 31, 2023

Page 1 of 6



>009662 3528027 0001 008230 10Z

CITY OF LAGUNA HILLS

GENERAL

24035 EL TORO RD

LAGUNA HILLS CA 92653-3103

At your service

bankofthewest.com



1-800-488-2265



1-800-659-5495 TTY

ANALYZED CHECKINGCITY OF LAGUNA HILLS
GENERAL**ACCOUNT SUMMARY**

Beginning Balance	\$1,105,062.34
80 Credits	2,452,326.18
0 Deposits	0.00
39 Withdrawals	-2,124,507.92
0 Checks	0.00
Ending Balance	\$1,432,880.60

EARNINGS SUMMARY

Interest this statement period	\$0.00
Interest credited year-to-date	\$0.00
Interest credited prior year	\$0.00
Annual percentage yield earned	0.00%
Average monthly balance	\$1,104,183.46

For your protection:

Examine this statement promptly. Any discrepancy must be reported within 30 days. Consumer customers: A discrepancy regarding an electronic payment or line of credit must be reported within 60 days.



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Attachment: March 2023 Treasurer's Report (3142 : Treasurer's Report for March 2023)

09662 3528027 020063 040125 0001/0003

California State Treasurer

Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

April 03, 2023

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CITY OF LAGUNA HILLS

CITY MANAGER
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

[Tran Type Definitions](#)

Account Number:

March 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
3/8/2023	3/8/2023	RW	1724655	1685006	ERIC HENDRICKSON	-500,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	6,155,724.30
Total Withdrawal:	-500,000.00	Ending Balance:	5,655,724.30

Attachment: March 2023 Treasurer's Report (3142 : Treasurer's Report for March 2023)



CalTRUST
PO Box 2709
Granite Bay, CA 95746
www.caltrust.org
Email: admin@caltrust.org
Fax: 402-963-9094
Phone: 833-CALTRUST (225-8787)

Investment Account Summary

03/01/2023 through 03/31/2023

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Mar 31 (\$)	Value on Mar 31 (\$)	Average Cost Amount (\$)	Cumulative Change in Value (\$)
CITY OF LAGUNA HILLS						
BlackRock FedFund		16,443,707.550	1.00	16,443,707.55	16,443,707.55	0.00
Portfolios Total value as of 03/31/2023				16,443,707.55		

DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount (\$)	Amount In Shares	Balance in Shares	Price per Share (\$)	Balance (\$)	Average Cost Amt (\$)	Realized Gain/(Loss) (\$)
BlackRock FedFund CITY OF LAGUNA HILLS Account Number: 20100027310								
Beginning Balance	03/01/2023			16,380,804.720	1.00	16,380,804.72		
Accrual Income Div Reinvestment	03/31/2023	62,902.83	62,902.830	16,443,707.550	1.00	16,443,707.55	0.00	0.00
Change in Value						0.00		
Closing Balance as of	Mar 31			16,443,707.550	1.00	16,443,707.55		

Attachment: March 2023 Treasurer's Report (3142 : Treasurer's Report for March 2023)



BNY MELLON

The Bank of New York Mellon Trust Company, N.A.

CITY OF LAGUNA HILLS
DONALD WHITE
ASSISTANT CITY MANAGER
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653-3103

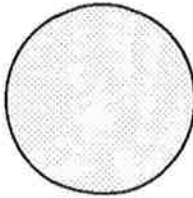
Go Paperless.
Securely access your accounts online to view your statements. Ask your BNY Mellon contact how we can help you access your account balances and activity in real time, receive your reports, enter your own transactions or submit an audit confirmation online. Also be sure to ask how NEXEN(SM) Gateway, our new cloud-based ecosystem, can help you.

Visit us at www.bnymellon.com

Account Overview

Percent of all
Investments

Asset Classification	Market Value
100% CASH AND SHORT TERM	1,051,966.55
100% TOTAL OF ALL INVESTMENTS	1,051,966.55



Summary of Assets Held by Asset Classification

Asset Classification	Market Value	Cost	Accrued Income	Estimated Annual Income	Market Yield
CASH AND SHORT TERM	1,051,966.55	1,051,966.55	0.00	46,113.00	4.38 %
ACCOUNT TOTALS	1,051,966.55	1,051,966.55	0.00	46,113.00	4.38 %

Summary of Cash Transactions by Transaction Category

Transaction Category	Current Period			Year-to-Date		
	Income	Principal	Realized Gains/Losses	Income	Principal	
NING BALANCE	0.00	0.00		0.00	0.00	0.00
DENDS	3,321.82	0.00	0.00	12,369.70		367,190.63
ES AND REDEMPTIONS	0.00	0.00	0.00	0.00		12,369.70
ER CASH ADDITIONS	0.00	3,321.82	0.00	0.00		367,190.63
ER CASH DISBURSEMENTS	3,321.82 -	0.00	0.00	12,369.70 -		367,190.63 -

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Account Statement

Statement Period 03/01/2023 Through 03/31/2023

Account LAGUNA HILLS 2010 LEASE PYMT FD
Base Currency = USD

CLIENT SERVICE MANAGER: JOHN KIM
BNYM CORPORATE TRUST
400 SOUTH HOPE ST.
LOS ANGELES, CA 90071
+12136306145
JOHN.KIM@BNYMELLON.COM

THE BANK OF NEW YORK MELLON TRUST CO., NA
ACCOUNT # LAGUNA HILLS 2010 RESERVE FD
ASSETS HELD

Total Book Value \$398,115.13
Total Market Value \$398,115.13
Total Est Annual Income \$0.00

ASSETS HELD

Shares/Par Value	Asset	Book Value (Cost) AVG Book	Market Value Market Price	EST Ann Income	Market Yield
CASH AND SHORT TERM INVESTMENTS					

398,115.130	JP MORGAN US TRSY PLUS PREM 3920 CUSIP: X9USD0003	398,115.13 1.00	398,115.13 1.00	0.00	0.000
*** TOTAL					
CASH AND SHORT TERM INVESTMENTS					

ACCOUNT TOTALS					

				0.00	0.000

BlackRock Liquidity Funds

FedFund (Institutional shares)

March 2023 Factsheet

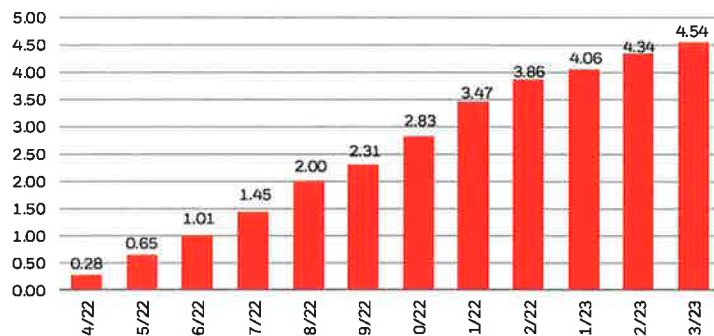
Investment objective

FedFund seeks as high a level of current income as is consistent with liquidity and stability of principal.

Investment policy

FedFund invests at least 99.5% of its total assets in cash, U.S. Treasury bills, notes and other obligations issued or guaranteed as to principal and interest by the U.S. Government, its agencies or instrumentalities, and repurchase agreements secured by such obligations or cash.

Performance (30-day yield %)*,1



7-day SEC yield as of 3/31/23 was 4.72%².

* Sources: BlackRock, Inc. and JP Morgan.

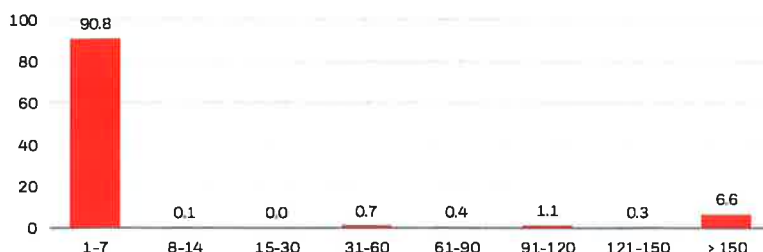
The investment advisor and/or other service providers for the BlackRock FedFund (Institutional Shares) sometimes waive a portion of their fees or reimburse expenses to the Fund. When they do, operating expenses are reduced and total returns to shareholders in the Fund increase. These waivers and reimbursements can be discontinued at any time. Without such waivers and reimbursements, which were in effect for all or a portion of the period shown, the 7-day SEC yield would be 4.70%².

% Net total return³ (3/31/23)

1 year	3 year	5 year	10 year	Since inception
2.58	0.89	1.30	0.79	2.86

Performance data represents past performance and does not guarantee future results. Yields will vary. Current performance may be lower or higher than the performance data quoted. Please call 800-441-7450 or log on to www.blackrock.com/cash to obtain performance data current to the most recent month-end.

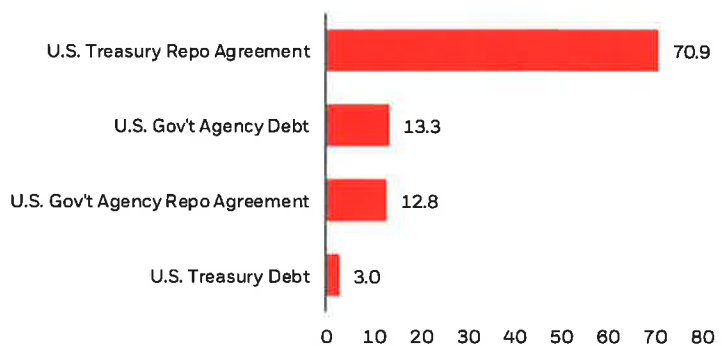
% Maturity distribution (days)



Fund details

Symbol	TFDXX
Size	\$138,406.4 million
Inception	October 1, 1975
Strategy	Government
Fund type	Institutional
NAV type	Constant
Minimum investment	\$3 million
Trading deadline	5pm (ET)
Weighted average maturity (WAM) ⁴	25 days
Weighted average life (WAL) ⁵	39 days
Standard and Poor's ⁶	AAAm
Moody's ⁶	Aaa-mf
Gross expense ratio [†]	0.19%
Net expense ratio [†]	0.17%
CUSIP #	09248U700
Portfolio #	0081

[†] Expenses are as of the most current prospectus. Investment dividend expense, interest expense, acquired fund fees and expenses and certain other fund expenses are included in the Net. BlackRock may contractually agree to waive or reimburse certain fees and expenses until a specified date. Contractual waivers are terminable upon 90 days' notice by a majority of the fund's non-interested trustees or by a vote of the majority of the outstanding voting securities of the fund. The investment advisor and/or other service providers may also voluntarily agree to waive certain fees and expenses which can be discontinued at any time without notice. When waivers or reimbursements are in place, the operating expenses are reduced and total returns to the shareholder in the fund increase. Please see the prospectus for additional information.

Asset allocation %⁴

[†] Does not reflect other receivables and payables.



PMIA/LAIF Performance Report as of 04/05/23



PMIA Average Monthly Effective Yields⁽¹⁾

March	2.831
February	2.624
January	2.425

Quarterly Performance Quarter Ended 12/31/22

LAIF Apportionment Rate ⁽²⁾ :	2.07
LAIF Earnings Ratio ⁽²⁾ :	0.00005680946709337
LAIF Fair Value Factor ⁽¹⁾ :	0.981389258
PMIA Daily ⁽¹⁾ :	2.29
PMIA Quarter to Date ⁽¹⁾ :	1.98
PMIA Average Life ⁽¹⁾ :	287

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 02/28/23 \$200.5 billion

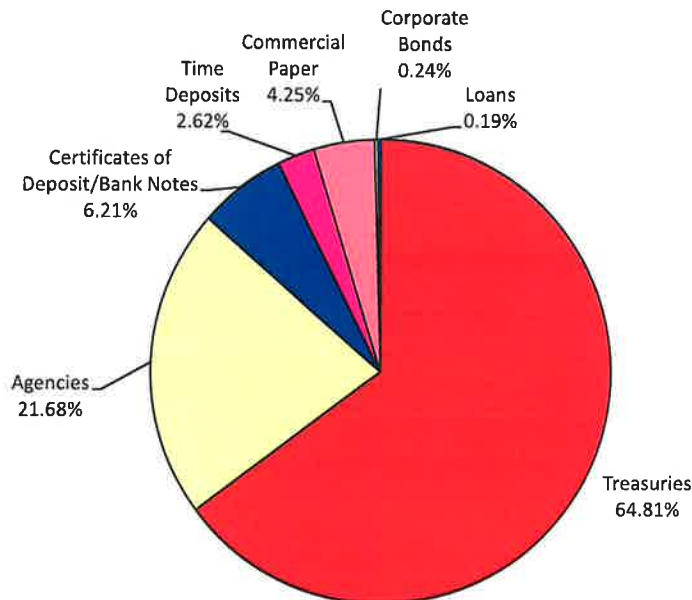


Chart does not include \$3,158,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

Attachment: March 2023 Treasurer's Report (3142 : Treasurer's Report for March 2023)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 25, 2023

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager/Community Services Director

ISSUE: Submission of an Aerial Waste Waiver to the San Diego Regional Water Quality Control Board for Pollutant Discharges from 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 Aerial Waste Waiver to the San Diego Regional Water Quality Control Board for pollutant discharges from the City's Fourth of July fireworks display; and 2) Adopt a Categorical Exemption under CEQA pursuant to Guideline Section No. 15304 (Class 4, Minor Alterations to Land).

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). The Regional Board has determined that large aerial fireworks displays may require a permit because pollutants associated with fireworks can be damaging to water quality. The permit requirement was enacted 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 area. In 2014, the Regional Board adopted Order No. R9-2014-0041 establishing a waiver for fireworks displays that take place over land.

The City must submit an Aerial Waste Waiver 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).

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 from fireworks displays 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. Because the City's Fourth of July fireworks display is located over land, it is eligible for an Aerial Waste Waiver from the Regional Board to host a public fireworks display. The City hosts one fireworks event per year lasting approximately 18 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 800 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

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.

The City must submit an Aerial Waste Waiver 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).

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.

FISCAL IMPACT:

The application for the fireworks display permit and adoption of the proposed Categorical Exemption will have no fiscal impact.

ATTACHMENTS:

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

Attachment 1

Notice of Exemption

Attachment: Attachment 1 - Notice of Exemption (3145 : Fourth of July Waiver)

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency _____

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Attachment: Attachment 1 - Notice of Exemption (3145 : Fourth of July Waiver)

Attachment 2

Application Form

Attachment: Attachment 2 - Application Form (3145 : Fourth of July Waiver)

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:

1. Those landfill facilities that must use a joint Solid Waste Facility Permit Application Form, California Integrated Waste Management Board Form E-1-77; and
2. 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



State of California Regional Water Quality Control Board

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

INSTRUCTIONS

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, phone number, and email 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, phone number, and email. 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, telephone number, and email 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".

Address where annual fee invoices should be sent, 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".

II. TYPE OF DISCHARGE

Mark the appropriate box to describe whether the waste will be discharged to: Land or 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

- 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.
- 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.
- 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.)

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.



**State of California
Regional Water Quality Control Board**

**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 _____ Email _____

B. FACILITY OWNER:

Name _____

Address _____

City/State/Zip Code _____

Contact Person _____

Telephone Number _____ Email _____

Federal Tax ID _____

Owner Type (*Mark one*):

Individual Corporation Governmental Agency Partnership

Other: _____

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

Name _____

Address _____

City/State/Zip Code _____

Contact Person _____

Telephone Number _____ Email _____

Operator Type (*Mark one*):

Individual Corporation Governmental Agency Partnership

Other: _____

D. OWNER OF THE LAND

Name _____

Address _____

City/State/Zip Code _____

Contact Person _____

Telephone Number _____ Email _____

Owner Type (*Mark one*):

Individual

Corporation

Governmental Agency

Partnership

Other: _____

E. ADDRESS WHERE LEGAL NOTICE MAY BE SERVED

Address _____

City/State/Zip Code _____

Contact Person _____

Telephone Number _____ Email _____

F. BILLING ADDRESS

Address _____

City/State/Zip Code _____

Contact Person _____

Telephone Number _____ Email _____

II. TYPE OF DISCHARGE*Check Type of Discharge(s) Described in this Application:***Waste Discharge to Land****Waste Discharge to Surface Water***Check all that apply:*

Animal or Aquacultural Wastewater

Land Treatment Unit

Animal Waste Solids

Landfill (*see instructions*)

Biosolids/Residual

Mining

Cooling Water

Storm Water

Domestic/ Municipal Wastewater
Treatment and Disposal

Surface Impoundment

Dredge Material Disposal

Waste Pile

Hazardous Waste (*see instructions*)

Wastewater Reclamation

Industrial Process Wastewater

Other, *please describe* _____

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*Check all that apply:*

New Discharge or Facility

Change in Design or Operation

Change in Quantity/Type of Discharge

Changes in Ownership/Operator (see instructions)

Waste Discharge Requirements Update or NPDES Permit Reissuance

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:*_____
_____*Has a "Notice of Determination" been filed under CEQA?*

Yes

No

If Yes, enclose a copy of the CEQA document, Environmental Impact Report (EIR), 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: _____

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/Planning Agency

Staff Report

DATE: April 25, 2023

TO: Mayor and Council Members

FROM: Larry Longenecker
Community Development Director

ISSUE: An Amendment to the City's Schedule of Administrative Citation Fines and Penalties Related to Implementation of Short-Term Rental Regulations.

RECOMMENDATION: That the City Council:

- 1) Find and determine that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15273 (Rates, Tolls, Fares, and Charges) of Title 14, Chapter 3 of the California Code of Regulations, and Section 21080(b)(8) of Division 13, Chapter 2.6 of the Public Resources Code; and
 - 2) Adopt a Resolution entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING AND RESTATING THE SCHEDULE OF ADMINISTRATIVE CITATION FINES AND PENALTIES."
-

BACKGROUND:

The City Council introduced Ordinance No. 2023-2 on April 11, 2023, confirming that short-term rentals are a prohibited land use in all residential areas and zones in the City of Laguna Hills. Second reading and adoption of the ordinance is scheduled for April 25, 2023, and the ordinance will become effective 31 days later, on May 26, 2023.

The proposed amendment accomplishes the following:

1. Separates the penalties for infractions and misdemeanors, with the misdemeanor penalties higher than penalties for infractions. Misdemeanors can go as high as \$1,000. Penalties for Infractions are on a sliding scale set by State law.

Amendment to the Schedule of Administrative Citation Fines and Penalties

April 25, 2023

Page 2

-
2. Penalties will conform to the Government Code where the second and subsequent violations are measured 12 months from the first violation rather than in a calendar year.
 3. Recently added penalties for recycling (which are lower than standard infraction penalties per SB 1383) will remain.
 4. Establishes a \$1,000 administrative penalty for each short-term rental offense.
 5. Establishes an 18% interest rate for late payment of fines for administrative citations.

ATTACHMENTS:

- Attachment 1 - Proposed Resolution

RESOLUTION NO. 2023-04-25-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAGUNA HILLS, CALIFORNIA, AMENDING AND
RESTATING THE SCHEDULE OF ADMINISTRATIVE
CITATION FINES AND PENALTIES

WHEREAS, California Government Code Section 53069.4 authorizes general law cities to adopt an Administrative Citation Program and related fines and penalties; and

WHEREAS, the City Council, at its regular meeting of September 11, 2018, adopted an ordinance enacting an Administrative Citation Program for violations of the Laguna Hills Municipal Code, as defined, as well as any ordinances adopted by the City Council; and

WHEREAS, Chapters 1-36 and 13-08 of the Laguna Hills Municipal Code provide that the amount of the Administrative Citation Program fines and penalties shall be set forth in a schedule of administrative fines and penalties established by resolution of the City Council; and

WHEREAS, the City Council desires to amend and restate Resolution Nos. 2018-09-11-1 and 2021-11-09-04 establishing and amending the schedule of fines and penalties for administrative citations to: 1) implement the regulations enacted in Ordinance No. 2023-2; 2) specify the penalties for violations of the Code punishable as infractions and misdemeanors; 3) clarify the late payment penalty; and 4) establish a late payment interest assessment.

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

SECTION 1. Adoption and Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2. Adoption of Amended and Restated Administrative Citation Fines and Penalties. The City Council hereby approves and adopts the Administrative Citation Program Fines and Penalties Schedule as set forth in **Exhibit "A,"** a copy of which is attached hereto and incorporated herein by reference. The City Clerk is hereby authorized and directed to incorporate the Administrative Citation Program fines and penalties established herein, as set forth in **Exhibit "A"** attached hereto, into the City's Comprehensive Fee Schedule.

SECTION 3. Environmental Exemption. The adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15273 of CEQA Guidelines and Section 21080(b)(8) of the Public Resources Code; and in accordance with such determination, City staff is hereby directed to file a Notice of Exemption upon adoption of this Resolution.

SECTION 4. Rescission of Resolution Nos. 2018-09-11-1 and 2021-11-09-4. Resolution Nos. 2018-09-11-1 and 2021-11-09-4 are hereby rescinded.

SECTION 5. Severability. If any penalty adopted by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such fee, rate, or charge shall be deemed a separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of the remaining penalties adopted or revised herein. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. Effective Date. This Resolution shall be effective on May 26, 2023.

PASSED, APPROVED, AND ADOPTED this 25th day of April 2023.

JANINE HEFT, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2023-04-25-X adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 25th day of April 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

Exhibit “A”

Administrative Citation Program Fines and Penalties Schedule

Standard Administrative Citation Penalties for Infractions

First violation	\$100
Second violation within one year	\$200
Third violation within one year	\$500
All subsequent violations within one year of the first violation	\$500

Standard Administrative Citation Penalties for Misdemeanors

For violations of regulations punishable as misdemeanors the penalty shall be \$1,000 for each offense.

Local Building and Safety Code Administrative Citation Penalties

First violation	\$100
Second violation within one year	\$500
Third violation within one year	\$1,000
All subsequent violations within one year	\$1,000
All subsequent violations in commercial properties within two years of the first violation	\$2,500

Administrative Citation Penalties for Chapter 5-32 Solid Waste and Recycling Violations

First violation	\$50
Second violation within one year	\$100
Third violation within one year	\$250
All subsequent violations within one year of the first violation	\$250

Administrative Citation Penalties for Chapter 6-40 Short-Term Rentals Violations

The administrative citation for violations of the regulations in Chapter 6-40 pertaining to Short-Term Rentals shall be \$1,000 for each offense.

Late Payment Penalties; Interest

Except for Title 13 Animal Control penalties, payment for Administrative Citations is due by or before 30 days from the date the Citation is issued. Late payments are subject to a one-time penalty of 25% of the amount of the citation, which shall become part of the penalty required to be paid. In addition to such assessment, the person shall pay to the

City interest at the rate of 1.5% per month, 18% per annum, or the maximum legal rate, whichever is higher, on all unpaid penalty amounts from the date payment was due.

Administrative Citation Penalties for Violations of Title 13 – Animal Control

First violation	\$300
Second violation within one year	\$350
Third violation within one year	\$400
Fourth violation within one year	\$450
Fifth violation within one year	\$500
Sixth violation within one year	\$550
All subsequent violations within one year of the first violation	\$550

Late Penalties – Title 13 Animal Control

Payment for Administrative Citations is due by or before 30 days from the date the Citation is issued. A late penalty in the same amount of the underlying fine amount due pursuant to the above table shall accrue and be charged for any fine not paid within fifteen (15) days of the due date, such that the total amount due is double the unpaid penalty amount.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 25, 2023

TO: Mayor and Council Members

FROM: Jennifer Lee
City Clerk

ISSUE: Second Reading & Adoption of Proposed Ordinance Modifying the Parking Requirement for Low-Intensity Medical Office Uses

RECOMMENDATION: That the City Council: 1) Adopt an Ordinance entitled: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. RZNE-0007-2023, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-44 (ACCESS AND PARKING) TO MODIFY THE PARKING REQUIREMENT FOR LOW-INTENSITY MEDICAL OFFICE USES, SPECIFICALLY CHIROPRACTIC, ACUPUNCTURE, OPTOMETRY, PHYSICAL THERAPY, AND PSYCHOTHERAPY OFFICES”; and 2) Authorize the Mayor/Mayor Pro Tempore to execute the Ordinance.

SUMMARY:

The proposed ordinance will update Chapter 9-44 (Access and Parking) of the Laguna Hills Municipal Code to decrease the number of parking stalls required from a minimum of 1 stall per 150 square feet of building area to a minimum of one stall for each 300 square feet of building area for low-intensity medical office uses, Including Chiropractic, Acupuncture, Optometry, Physical Therapy, and Psychotherapy Office. The proposed parking requirement for low-intensity medical office uses is equal to the parking requirement for other professional offices.

A copy of the proposed Ordinance and the Staff Report for the introduction of the Ordinance, including attachments, are included as attachments to this report. The City Council introduced the Ordinance by a vote of 3-0 (Council Member Caskey and Council

Second Reading & Adoption of Proposed Ordinance Modifying Parking Requirement
April 25, 2023
Page 2

Member Pezold were absent) on April 11, 2023. It is now in order to adopt the Ordinance and to authorize the Mayor/Mayor Pro Tempore to sign the Ordinance.

ATTACHMENTS:

- Proposed Ordinance Modifying Parking Requirements for Low-Intensity Medical Offices
- April 11, 2023, Ordinance Introduction Staff Report Including Attachments

ORDINANCE NO. 2023-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. RZNE-0007-2023, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-44 (ACCESS AND PARKING) TO MODIFY THE PARKING REQUIREMENT FOR LOW-INTENSITY MEDICAL OFFICE USES, SPECIFICALLY CHIROPRACTIC, ACUPUNCTURE, OPTOMETRY, PHYSICAL THERAPY, AND PSYCHOTHERAPY OFFICES

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and

WHEREAS, Chapter 9-44 (Access and Parking) of Title 9 of the LHMC establishes the required number of parking stalls for generic and individual allowable uses of property, to ensure that all land uses provide adequate off-street parking facilities; and

WHEREAS, Chapter 9-44 (Access and Parking) of Title 9 of the LHMC currently requires a minimum of one parking stall for each 150 square feet of gross floor area for all medical and dental office uses, with no distinction between intensities of use typically associated with various types of medical office uses; and

WHEREAS, the City has received multiple inquiries and requests to consider a less-restrictive off-street parking stall requirement for low-intensity medical office uses such as chiropractic, acupuncture, optometry, physical therapy, and psychotherapy offices, all with similar operating characteristics including: limited practitioners and minimal support staff; extended one-on-one visits with the practitioner; visits by appointment only; and serving a narrow client base; and

WHEREAS, the City Council desires to require the number of parking stalls, in accordance with Chapter 9-44 (Access and Parking) of Title 9 of the LHMC, that accurately reflects the intensity of different medical office uses while ensuring all medical office uses provide adequate off-street parking facilities; and

WHEREAS, this Ordinance is a City-initiated zoning text amendment subject to Chapter 9-90 of the LHMC. Adoption of an amendment to the LHMC is a legislative act of the City Council subject to consideration and approval of an ordinance after a public hearing (LHMC §§ 9-90.050 and 9-90.060); and

WHEREAS, the City Council of the City of Laguna Hills has held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a public hearing held on April 11, 2023.

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA,
DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The City Council of the City of Laguna Hills hereby finds and determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14, Chapter 3, Sections 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly. Approval of the Ordinance does not approve any development project. Approval of the Ordinance modifies parking stall requirements for specific medical office uses already permitted and existing in the City.

SECTION 3. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-44 (Access and Parking), Table 9-44.A (Number of Parking Stalls Required), is hereby amended to read as follows:

Use	Required Number of Stalls
Office Uses	
Medical and Dental Office	1 stall/150 SF-GFA, except that chiropractic, acupuncture, optometry, physical therapy, and psychotherapy offices shall provide 1 stall/300 SF-GFA

SECTION 4. This Ordinance shall take effect on May 26, 2023, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 5. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 6. 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 7. 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 25th day of April 2023.

JANINE HEFT, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. 2023-X was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the 11th day of
April 2023, and that thereafter, said Ordinance was duly adopted and passed at a
Regular Meeting of the City Council held on the 25th day of April 2023, by the following
vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

JENNIFER LEE, 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. 2023-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. RZNE-0007-2023, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-44 (ACCESS AND PARKING) TO MODIFY THE PARKING REQUIREMENT FOR LOW-INTENSITY MEDICAL OFFICE USES, SPECIFICALLY CHIROPRACTIC, ACUPUNCTURE, OPTOMETRY, PHYSICAL THERAPY, AND PSYCHOTHERAPY OFFICES

on the 20th day of April 2023, and on the X day of X 2023, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, by the 14th day of April 2023, and the X day of X 2023, 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

JENNIFER LEE, CITY CLERK
Laguna Hills, California



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 11, 2023

TO: Mayor and Council Members

FROM: Larry Longenecker
Community Development Director

ISSUE: Introduction and First Reading of a Proposed Ordinance Modifying the Parking Requirement for Low-Intensity Medical Office Uses

RECOMMENDATION: That the City Council:

- 1) Conduct a public hearing; and
 - 2) Find and determine that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14, Chapter 3, Sections 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly; and
 - 3) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. RZNE-0007-2023, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-44 (ACCESS AND PARKING) TO MODIFY THE PARKING REQUIREMENT FOR LOW-INTENSITY MEDICAL OFFICE USES INCLUDING CHIROPRACTIC, ACUPUNCTURE, OPTOMETRY, PHYSICAL THERAPY, AND PSYCHOTHERAPY OFFICES".
-

SUMMARY:

Currently, the City's Development Code requires a minimum parking ratio of one stall

Parking Requirement for Low-Intensity Medical Office Uses

April 11, 2023

Page 2

for each 150 square feet of building area for all medical and dental office uses, compared to one stall for each 300 square feet of building area for other professional offices. The City receives requests from time to time for relief from the more restrictive medical office parking ratio, typically from chiropractors, acupuncturists, optometrists, physical therapists, and psychotherapists, claiming their uses have lower-intensity operating characteristics than other medical uses. These characteristics include: limited practitioners and minimal support staff; extended one-on-one visits with the practitioner; visits by appointment only; and serving a narrow client base. In contrast, typical clinics and medical and dental offices tend to have: more practitioners and/or larger support staffs; queues in waiting rooms; overlapping of patient visits; and they accommodate more emergency visits.

Based on these inquiries, staff researched the issue, concluded that certain low-intensity medical office uses do warrant a less restrictive parking ratio, and initiated an ordinance for City Council consideration. The proposed ordinance requires a minimum of one stall for each 300 square feet of building area for low-intensity medical office uses, equal to the parking requirement for other professional offices.

BACKGROUND:

In accordance with the City's Development Code, medical office uses are a permitted use in the City's Commercial, Office, and Mixed-Use zoning districts, through approval of an administrative Site Development Permit. In accordance with Development Code Table 9-44.A, Number of Parking Stalls Required (see Attachment 2), all medical and dental office uses require one off-street parking stall for each 150 square-feet of gross floor area (GFA) of the medical or dental tenant space. The Development Code minimum parking ratio for medical and dental offices is higher than other office uses, as summarized in Table 1, below:

Table 1, Number of Parking Stalls Required – Office Uses

Office Use	Code Required Number of Stalls
Business and professional office (except medical)	1 stall/300 SF-GFA
Financial services (banks, savings and loans, credit unions)	1 stall/250 SF-GFA
Medical and dental office	1 stall/150 SF-GFA
Veterinary office	1 stall/200 SF-GFA

Parking Requirement for Low-Intensity Medical Office Uses

April 11, 2023

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DISCUSSION:

Inquiries and requests for parking relief are made to the City from time to time by medical professionals considering locating or expanding their medical practice in the City of Laguna Hills, at locations that do not provide the minimum parking ratio required for medical and dental offices: one parking stall for each 150 square feet of tenant space area, in accordance with Development Code Table 9-44.A (see Table 1, above, and Attachment 2). These requests for parking relief typically come from a specific group of medical office uses, including chiropractors, optometrists, physical therapists, acupuncturists, and psychotherapists (treating mental conditions by verbal interaction), claiming to have lower-intensity operating characteristics than traditional clinics and doctors' and dentists' offices, thereby warranting a less restrictive minimum parking ratio.

Claims have been made to the City that requiring low-intensity medical office uses to satisfy the same parking requirement (1 stall/150 s.f.) as higher-intensity medical office uses restricts low-intensity uses to medical office buildings with adequate parking to meet the restrictive medical office parking standard. These medical office buildings typically charge higher rent due to the additional parking provided, and requiring the same amount of parking for all medical office uses, including low-intensity uses, has the potential to artificially tighten the rental market for medical office space, thereby inflating rental rates for all medical professionals.

Certain low-intensity medical office uses, such as chiropractic, acupuncture, optometry, physical therapy, and psychotherapy offices have similar operational characteristics and can be categorized differently than more intense medical office uses, such as clinics and traditional doctors' and dentists' office uses. Typical low-intensity operational characteristics include: limited practitioners and minimal support staff; extended one-on-one visits with the practitioner; visits by appointment only; and they serve a narrow client base.

In contrast, typical clinics and medical and dental offices tend to have: more practitioners and/or larger support staffs; queues in waiting rooms; overlapping of patient visits; and they accommodate emergency visits. These more intense medical office uses generate high trip volumes and demand relatively high parking requirements, such that the current Development Code requirement of one stall for each 150 square feet of tenant area is warranted. No change is proposed for these more intense medical office uses.

Parking Requirement for Low-Intensity Medical Office Uses

April 11, 2023

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Other medical office uses, however, such as chiropractic, acupuncture, optometry, physical therapy, and psychotherapy typically do not warrant the higher Development Code parking requirement for medical and dental offices. Because these low-intensity medical office uses generate fewer trips and disperse these trips more evenly throughout the day, they require fewer parking stalls than more intensive medical uses. The proposed ordinance recognizes this distinction in parking demand and requires a minimum parking ratio of one parking stall for each 300 square feet of tenant space, equal to parking required for other professional offices.

ATTACHMENTS:

- Attachment 1- Proposed Ordinance Adopting Modified Parking Requirement for Low-Intensity Medical Office Uses
- Attachment 2- Development Code Table 9-44.A, Number of Parking Stalls Required, Excerpt for Office Uses

ORDINANCE NO. 2023-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. RZNE-0007-2023, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-44 (ACCESS AND PARKING) TO MODIFY THE PARKING REQUIREMENT FOR LOW-INTENSITY MEDICAL OFFICE USES INCLUDING CHIROPRACTIC, ACUPUNCTURE, OPTOMETRY, PHYSICAL THERAPY, AND PSYCHOTHERAPY OFFICES

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and

WHEREAS, Chapter 9-44 (Access and Parking) of Title 9 of the LHMC establishes the required number of parking stalls for generic and individual allowable uses of property, to ensure that all land uses provide adequate off-street parking facilities; and

WHEREAS, Chapter 9-44 (Access and Parking) of Title 9 of the LHMC currently requires a minimum of one parking stall for each 150 square feet of gross floor area for all medical and dental office uses, with no distinction between intensities of use typically associated with various types of medical office uses; and

WHEREAS, the City has received multiple inquiries and requests to consider a less-restrictive off-street parking stall requirement for low-intensity medical office uses such as chiropractic, acupuncture, optometry, physical therapy, and psychotherapy offices, all with similar operating characteristics including: limited practitioners and minimal support staff; extended one-on-one visits with the practitioner; visits by appointment only; and serving a narrow client base; and

WHEREAS, the City Council desires to require the number of parking stalls, in accordance with Chapter 9-44 (Access and Parking) of Title 9 of the LHMC, that accurately reflects the intensity of different medical office uses while ensuring all medical office uses provide adequate off-street parking facilities; and

WHEREAS, this Ordinance is a City-initiated zoning text amendment subject to Chapter 9-90 of the LHMC. Adoption of an amendment to the LHMC is a legislative act of the City Council subject to consideration and approval of an ordinance after a public hearing (LHMC §§ 9-90.050 and 9-90.060); and

WHEREAS, the City Council of the City of Laguna Hills has held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a public hearing held on April 11, 2023.

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA,
DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The City Council of the City of Laguna Hills hereby finds and determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14, Chapter 3, Sections 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in physical change to the environment, directly or indirectly. Approval of the Ordinance does not approve any development project. Approval of the Ordinance modifies parking stall requirements for specific medical office uses already permitted and existing in the City.

SECTION 3. Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-44 (Access and Parking), Table 9-44.A (Number of Parking Stalls Required), is hereby amended to read as follows:

Use	Required Number of Stalls
Office Uses	
Medical and Dental Office	1 stall/150 SF-GFA, except that chiropractic, acupuncture, optometry, physical therapy, and psychotherapy offices shall provide 1 stall/300 SF-GFA

SECTION 4. This Ordinance shall take effect on _____, 2023, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 5. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 6. 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 7. 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 X day of X 2023.

JANINE HEFT, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. 2023-X was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the X day of X
2023, and that thereafter, said Ordinance was duly adopted and passed at a Regular
Meeting of the City Council held on the X day of X 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

JENNIFER LEE, 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. 2023-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. RZNE-0007-2023, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-44 (ACCESS AND PARKING) TO MODIFY THE PARKING REQUIREMENT FOR LOW-INTENSITY MEDICAL OFFICE USES INCLUDING CHIROPRACTIC, ACUPUNCTURE, OPTOMETRY, PHYSICAL THERAPY, AND PSYCHOTHERAPY OFFICES

on the X day of X 2023, and on the X day of X 2023, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, by the X day of X 2023, and the X day of X 2023, 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

JENNIFER LEE, CITY CLERK
Laguna Hills, California

Table 9-44.A (Continued)
NUMBER OF PARKING STALLS REQUIRED

Use	Required Number of Stalls
Industrial Uses	
General manufacturing and processing uses (not including buildings used exclusively for warehouse purposes)	1 stall/400 SF of industrial/manufacturing area, plus 1 stall/250 SF of office use, plus 1 stall/1,000 SF of warehouse area
Mini-storage warehouse	1 stall/2,000 SF-GFA
Recreational vehicle and boat storage	5 stalls (minimum) or, 1 stall/10,000 SF of storage area, whichever is greater
Recycling center	1 stall/250 SF-GFA of office area, plus 1 stall/1,000 SF of warehouse area, plus 1 stall/10,000 SF of yard area.
Research and development	1 stall/250 SF-GFA
Towing facilities – indoor vehicle impound and indoor towing service business – (indoor only)	5 stalls (minimum) or 1 stall/10,000 SF of storage area, whichever is greater
Warehouses (used exclusively for storage)	1 stall/1,500 SF of warehouse area, plus 1 stall/250 SF of office use
Office Uses	
Business and professional office (except medical)	1 stall/300 SF-GFA
Financial services (banks, savings and loans, credit unions)	1 stall/250 SF-GFA
Medical and dental office	1 stall/150 SF-GFA
Veterinary office	1 stall/200 SF-GFA
Commercial Uses—Retail and Service	
Art galleries	1 stall/500 SF-GFA
Automobile/truck/RV sales	1 stall/400 SF indoor GFA plus 1 stall/4,000 SF outdoor retail area
Automotive service and repair	2 stalls, plus 3 stalls/service bay (service bays do not count as stalls) or 1 stall/500 SF gross floor area when no bays are defined
Bed and breakfast	2 covered and assigned stalls, plus 1 stall/guest room
Car wash	6 stalls per tunnel (plus additional stacking and drying areas as necessary to match capacity)
Furniture stores and home furnishing showrooms (only where items are ordered primarily for home delivery or installation, such as carpet/flooring, window coverings and windows)	1 stall/500 SF-GFA
Gas station	2 stalls, plus additional parking as required for convenience store or auto service/repair uses. The gas station convenience store parking requirement shall be 1 stall/800 SF-GFA. Parking spaces abutting air and water service shall not be included in the total number of parking spaces.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 25, 2023
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Second Reading & Adoption of Proposed Ordinance Prohibiting the Advertisement and Rental of Property for Short-Term Rental in All Residential Zones

RECOMMENDATION: That the City Council: 1) Adopt an Ordinance entitled: “AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 6-40 (SHORT-TERM RENTALS) TO TITLE 6 (PUBLIC WELFARE) OF THE LAGUNA HILLS MUNICIPAL CODE TO PROHIBIT THE ADVERTISEMENT AND RENTAL OF PROPERTY FOR SHORT-TERM RENTAL IN ALL RESIDENTIAL ZONES”; and 2) Authorize the Mayor/Mayor Pro Tempore to execute the Ordinance.

SUMMARY:

The proposed ordinance will add Chapter 6-40 to Title 6 of the Laguna Hills Municipal Code prohibiting the advertisement and rental of property for short-term rental in all residential zones.

A copy of the proposed Ordinance and the Staff Report for the introduction of the Ordinance, including attachments, are included as attachments to this report. The City Council introduced the Ordinance by a vote of 3-0 (Council Member Caskey and Council Member Pezold were absent) on April 11, 2023. It is now in order to adopt the Ordinance and to authorize the Mayor/Mayor Pro Tempore to sign the Ordinance.

Second Reading & Adoption of Proposed Ordinance Prohibiting STRs

April 25, 2023

Page 2

ATTACHMENTS:

- Proposed Ordinance Prohibiting the Advertisement and Rental of Property for Short-Term Rental
- April 11, 2023, Ordinance Introduction Staff Report Including Attachments

ORDINANCE NO. 2023-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA, ADDING CHAPTER 6-40 (SHORT-TERM
RENTALS) TO TITLE 6 (PUBLIC WELFARE) OF THE
LAGUNA HILLS MUNICIPAL CODE TO PROHIBIT THE
ADVERTISEMENT AND RENTAL OF PROPERTY FOR
SHORT-TERM RENTAL IN ALL RESIDENTIAL ZONES

WHEREAS, short-term rentals (STRs) are a prohibited use under the City's Zoning and Development Code (Title 9 of the Laguna Hills Municipal Code); Section 9-10.050 of the Laguna Hills Municipal Code provides that, "Uses not specified in the master list or within the chapter for each zone are prohibited"; because short-term rentals are not an enumerated use under the Zoning and Development Code, they are prohibited; and

WHEREAS, STRs do not conform with the intended use of dwelling units as defined under the City's Zoning and Development Code; Chapter 9-04 (Definitions) of the Laguna Hills Municipal Code defines "Dwelling unit" as "one or more rooms, designed, occupied, or intended for occupancy as a separate living quarter with cooking, sleeping, and sanitary facilities provided within the dwelling unit for the exclusive use of a single-family housekeeping unit.", and includes in the definition of "Single-family housekeeping unit" the provision that "occupancy of the dwelling unit is stable as opposed to transient"; because STRs constitute transient occupancy of a dwelling unit, they are prohibited; and

WHEREAS, notwithstanding the prohibition against STRs, the City has received numerous noise and neighborhood disturbance complaints and has become aware of various residential properties being rented as STRs over the years and must now directly confirm that their operations in the City are prohibited; and

WHEREAS, the City of Laguna Hills has been monitoring the STR phenomenon since 2016 to determine whether such commercial businesses operating within residential areas and neighborhoods are consistent with the City's vision for residential character and quality of life as reflected in the General Plan pertaining to Respect for Existing Neighborhoods, particularly Policy LU-2.4: Protect existing neighborhoods from the encroachment of incompatible activities and land uses because the City values the character of its existing neighborhoods, as they contribute to the extraordinary quality of life in the City; and Policy N-1.3: Limit future residential and other noise sensitive land uses in areas exposed to high levels of noise / utilize strategies to reduce noise experienced by sensitive uses at the point of reception; and

WHEREAS, the City Council reviewed and discussed the issue of STRs operating as businesses within residential areas, zones, and districts at its regular City Council meetings of June 28, 2022, August 23, 2022, September 27, 2022, and February 28, 2023, and invited interested members of the public to address the City Council on the issue; and

WHEREAS, the conduct of STR business operations within residential areas and neighborhoods presents significant potential for creating negative secondary impacts and unreasonable nuisance conditions on surrounding residential properties related to noise, traffic, safety, parking, etc., and threatens an essential feature that defines the residential neighborhood character (i.e., knowing one's neighbors and developing neighborly relations with them); and

WHEREAS, the potential for further degradation of residential neighborhood character throughout neighborhoods in the City of Laguna Hills due to several surrounding cities already having adopted STR prohibition ordinances or interpreting their municipal codes as prohibiting STRs, including the neighboring cities of Aliso Viejo, Lake Forest, Laguna Niguel, and Irvine, plus others throughout the greater Orange County area, renders those remaining cities in the county that allow STRs "opportunity areas" for expansion of the commercial STR residential business model. It has now become evident that without clarifying the prohibition against STRs and providing for the express prohibition of STRs by the City, the City will become such an "opportunity area," which potentially could result in accelerated and further expansion of numerous STRs within individual residential areas and neighborhoods in the City over time; and

WHEREAS, STRs are associated with well-documented negative secondary impacts which have a detrimental effect on the public health, safety, and general welfare of residential areas and neighborhoods, including but not limited to, additional traffic, excessive noise, disorderly conduct, overcrowding, vandalism, parking problems, accumulation of refuse, crime, and the overall degradation of a neighborhood's residential character and quality; and

WHEREAS, the City has received numerous complaints about nuisance conditions and negative secondary impacts caused by STRs operating in single-family residential neighborhoods; and

WHEREAS, in declaring a housing crisis in the State of California, the Legislature has determined that the lack of housing is a critical problem that threatens the economic, environmental, and social quality of life in California. The City must preserve its available housing stock for residents and long-term renters who contribute to the City's cultural diversity, quality and character of its existing single and multi-family residential neighborhoods, and economic vitality. STRs remove housing stock that could otherwise be made available for traditional rental housing, diminish the inventory in the for-sale housing market, and contribute to the State's declared housing crisis; and

WHEREAS, STRs constitute a commercial use of residential property, similar to other transient lodging accommodation uses such as hotels, motels, and bed and breakfasts. The commercial (non-residential) nature of STRs constitutes an incompatible use within residentially zoned areas and districts, with the potential to create a host of undesirable spillover effects, which ultimately negatively impacts the quality and character of neighborhoods. Although STRs are currently a prohibited use because they are not a specific enumerated use within the City's Zoning and Development Code, this issue of

compatibility between residential and commercial uses is addressed by the existing prohibition of bed and breakfasts and hotel operations in all residentially zoned districts. This ordinance ensures that the separation of commercial business uses and residential uses is clearly maintained within all residential areas, zones, and districts; and

WHEREAS, this ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7, of the California Constitution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. Code Adoption. Chapter 6-40 (Short-Term Rentals) is hereby added to Title 6 (Public Welfare) of the Laguna Hills Municipal Code to read in its entirety as follows:

CHAPTER 6-40 SHORT-TERM RENTALS

Sections:

6-40.010 – Intent and Purpose.

6-40.020 – Definitions.

6-40.030 – Prohibitions.

6-40.010 – Intent and Purpose.

The purpose and intent of this Chapter is to prohibit the advertisement for, operation, and/or establishment of short-term rental of any residential dwelling, dwelling unit, or room in a dwelling in all residential areas, zones, and districts of the City of Laguna Hills.

6-40.020 – Definitions.

For purposes of this Chapter, the following words and phrases shall have the meaning set forth below, unless another or different meaning is clearly intended from the context in which the phrase or words are used.

"Advertisement" means any printed or lettered announcement, whether in a magazine, newspaper, handbill, notice, display, billboard, poster, email, Internet website or application, online marketplace, or any other form.

"Short-term rental" shall mean the rental of any residential dwelling, dwelling unit, or room in a dwelling (in whole or in part), accessory structure (in whole or in part), accessory dwelling unit (in whole or in part), and/or a recreational vehicle located upon a parcel or a portion thereof, by owner(s) or lessee(s) to another person or group of people for occupancy, dwelling, lodging, or sleeping purposes in any residential area, zone, or district of the City of Laguna Hills for a period of less than 30 consecutive calendar days. A short-term rental includes any contract or agreement that initially defined the rental term to be greater than 30 consecutive calendar days and which was subsequently amended, either verbally or in writing, to permit the occupant(s) of the owners' or lessees' short-term rental to surrender the subject dwelling unit before the expiration of the initial rental term that results in an actual rental term of less than 30 consecutive calendar days. The rental of rooms or units within city-approved hotels, motels, and bed and breakfasts shall not be considered to be a short-term rental.

6-40.030 – Prohibitions.

- A. It shall be unlawful for any person or entity to offer or make available for rent or to rent (by way of a rental agreement, lease, license, or any other means, whether oral or written), for compensation or any consideration, a short-term rental.
- B. No person or entity shall place or maintain any advertisement for a short-term rental prohibited by this Chapter.
- C. It shall be unlawful for any person or entity to occupy, pursuant to a rental agreement, lease, license, or any other means, whether oral or written, for compensation or any consideration, a short-term rental.

SECTION 3. CEQA Clearance. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to state CEQA guidelines because it is not considered a project (14 Cal. Code Regs. § 15378) and there is no possibility that this ordinance or its implementation would have a significant negative effect on the environment (14 Cal. Code Regs. § 15061(b)(3)).

SECTION 4. Severability. 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 5. 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 25th day of April 2023.

JANINE HEFT, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2023-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 11th day of April 2023, and that thereafter, said ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 25th day of April 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

JENNIFER LEE, 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. 2023-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 6-40 (SHORT-TERM RENTALS) TO TITLE 6 (PUBLIC WELFARE) OF THE LAGUNA HILLS MUNICIPAL CODE TO PROHIBIT THE ADVERTISEMENT AND RENTAL OF PROPERTY FOR SHORT-TERM RENTAL IN ALL RESIDENTIAL ZONES

on the 20th day of April 2023, and on the X day of X 2023, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, by the 14th day of April 2023, and the X day of X 2023, 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

JENNIFER LEE, CITY CLERK
Laguna Hills, California



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 11, 2023

TO: Mayor and Council Members

FROM: Larry Longenecker
Community Development Director

ISSUE: Introduction and First Reading of a Proposed Ordinance Prohibiting the Advertisement and Rental of Property for Short-Term Rental in All Residential Zones

RECOMMENDATION: That the City Council:

- 1) Receive the staff report; and
 - 2) Find and determine that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to state CEQA guidelines because it is not considered a project (14 Cal. Code Regs. § 15378) and there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment (14 Cal. Code Regs. § 15061(b)(3)); and
 - 3) Introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 6-40 (SHORT-TERM RENTALS) TO TITLE 6 (PUBLIC WELFARE) OF THE LAGUNA HILLS MUNICIPAL CODE TO PROHIBIT THE ADVERTISEMENT AND RENTAL OF PROPERTY FOR SHORT-TERM RENTAL IN ALL RESIDENTIAL ZONES."
-

SUMMARY:

Short-Term Rentals (STRs) were discussed by the City Council at its June 28, 2022, meeting, with ten Nellie Gail Ranch residents complaining about an extremely large house party causing a public nuisance on June 18, 2022, located at 25166 Rockridge Road. The City Council directed staff to research the issue and explore options to

Short-Term Rental Ordinance

April 11, 2023

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regulate STRs. Staff surveyed neighboring cities and learned that a majority of them do not allow STRs. The City also retained a STR compliance consultant, Rentalscape, which determined that as of June 2022 there were 29 active STRs operating in the City, including 9 STRs where only a room is rented, with the remainder of the dwelling occupied by the homeowner, and 20 STRs where the entire dwelling is rented.

The City Council further discussed STRs on August 23, 2022 and September 27, 2022, when the Council directed staff to conduct a resident survey regarding STRs. The resident survey, considered by the City Council on February 28, 2023, indicated that 71% of respondents support a ban on STRs. At the February 28 meeting, the City Council directed City staff and the City Attorney to prepare an ordinance (Attachment 1) confirming that STRs are prohibited uses in all residential areas, zones, and districts in the City of Laguna Hills.

BACKGROUND:

Short-Term Rentals (STRs) are residential properties, or portions thereof, that are rented for transient lodging or transient occupancy of less than 30 consecutive calendar days. At the regular City Council meeting on June 28, 2022, Mayor Wheeler introduced Agenda Item 8.1.1, Short-Term Rentals, and invited the public to address the City Council on the item. Ten members of the public spoke in opposition to STRs, primarily homeowners within the Nellie Gail Ranch residential community living in proximity to 25166 Rockridge Road, a residence where an STR was used as an extremely large party house on June 18, 2022, which created significant public nuisance conditions. Following public testimony and City Council discussion, the Council directed staff to research and explore options to regulate STRs.

Staff provided an update to the City Council on August 23, 2022 and September 27, 2022, at which time the City Council directed staff to further research the issue and to conduct a survey (Attachment 2) of the City's residents regarding STRs. On February 28, 2023, the Council considered the resident survey, received public testimony, and directed City staff and the City Attorney to prepare an ordinance (Attachment 1) confirming that STRs are prohibited uses in the City. The February 28, 2023, City Council meeting minutes and staff report are provided in Attachments 3 and 4, respectively.

Short-Term Rental Ordinance

April 11, 2023

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City Survey

Staff researched how other cities currently address STRs. Four neighboring cities have banned STRs, including: Aliso Viejo in 2015; Lake Forest in 2017; Laguna Niguel in 2017; and Irvine in 2018. Dana Point and Anaheim prohibit new STRs, but existing STRs are allowed to continue operating until the owner elects to cease operations, or until the property is sold. Dana Point and Anaheim collect TOT for the existing STRs. Fountain Valley is the most recent city to ban all STRs.

Resident STR Survey Results

Staff prepared and conducted an on-line STR survey with both multiple-choice and open-ended questions. The survey was launched on November 14, 2022, ran for 18 days, and closed on December 1, 2022. Residents were advised about the STR survey using a resident email list, posting to social media (Facebook, Twitter, and Instagram), and with a press release posted on the City's website. The City received a total of 140 survey responses, with 71% of respondents supporting a ban on STRs within the City. A summary of the resident survey results is provided in Attachment 2, including responses to an open-ended question asking residents for additional comments.

Laguna Hills Short-Term Rentals

To better understand the scope and scale of STRs operating in Laguna Hills in violation of the City's Development and Zoning Code, staff engaged Rentalscape, an STR compliance consultant. According to the Rentalscape data, there were a total of 29 STRs located in Laguna Hills as of June 2022. Eight of the STRs are single rooms available for rent within a home occupied by the homeowner or tenant. One of the STRs is a detached accessory structure located on a property with the primary dwelling occupied by the homeowner. One of the STRs is an apartment home, two of the STRs are townhomes, and 17 of the STRs are single-family homes.

A total of 14 of the STRs are located in communities with no homeowners' association or property management. Eight of the STRs are located within the Nellie Gail Ranch community, three of the STRs are located within the Laguna Village townhome community in North Laguna Hills, one of the STRs is located in the Crestline townhome community at Moulton and Alicia Parkways, and one STR is located in the Quail Creek condominium community at Moulton Parkway and La Paz Road. One of the STRs is located in the Alicia Plaza apartment community at Paseo de Valencia and Laguna Hills Drive, and one STR is located in the Reata apartment building in Oakbrook Village.

The Orange County Sheriff's Department reports that since January 2018 calls for service, typically for loud party calls, were made for ten of the City's 29 STRs, with repeat calls for four of the ten.

Negative Secondary Impacts to Residential Neighborhoods

Prior to the advent of the online marketplace and the various web-based hosting sites (e.g., Airbnb, VRBO, HomeAway, Travelocity, etc.) that provide for residential-based STR of whole homes or individual rooms within homes, the concept of transient lodging was associated almost entirely with commercial hotels and motels. With the increase in popularity and availability of hosting platforms, the City began monitoring the STR phenomenon in approximately 2016. Unlike cities that are a big draw for vacationers like beach cities or a resort city like Anaheim (with Disneyland Resort), Laguna Hills has not attracted a high level of interest in STRs. For this reason, the City (until recently) had not experienced significant neighborhood conflicts that often are associated with STRs in these other cities.

Recently, however, significant complaints from Laguna Hills residents have arisen and the potential for STR guests to disrupt the quality of life for neighboring properties has increased. In part, this is due to the fact that vacationers tend to stay up later than permanent residents conversing, playing music, dancing, enjoying backyard amenities (e.g., pools and spas), etc., which can be of concern to adjacent and surrounding residents. Even more problematic, in many instances (and all too frequently) residential dwellings are specifically rented as a STR for the sole purpose of throwing large parties, which create significant negative secondary impacts as well as nuisance conditions. These so-called "nuisance conditions" can reduce the quality of life for permanent residents, particularly when they occur on a regular basis.

Moreover, there also is potential for much greater impacts to neighboring properties with certain STR operations that are either not well-managed, or that operate as commercial entertainment event facilities. Such operations often include large gatherings of guests for parties, birthday parties, anniversaries, weddings, or similar "entertainment events." In addition to the above noted "nuisance conditions," these business operations can also create traffic and parking demands that exceed the capacity of the property to accommodate. They often may include amplified music, live music, increased trash, public urination, loitering outside on the street by event attendees, as well as potential criminal conduct.

Short-Term Rental Ordinance

April 11, 2023

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Recently, one neighborhood's concerns regarding the City's monitoring approach regarding STR operations (and, more specifically, an STR property located at 25166 Rockridge Road) became readily apparent. According to correspondence and public testimony received, the subject STR generated significant negative secondary impacts on the neighborhood and public nuisance conditions, including excessive noise and parking impacts, trash, loitering, public urination, the blocking of streets, smoking, and suspicious activity; all of which the complaining residents believed were not conducive to the quiet enjoyment of their residential neighborhood. The adversely affected residents expressed opposition to the notion of transient occupancy of STRs by unknown persons; they did not believe this type of business operation was consistent with the City's idea of "community" or "neighborhood."

City Council Deliberations

After receiving public input on June 28, 2022, August 23, 2022, and September 27, 2022, on February 28, 2023, the City Council deliberated and voted, unanimously, to provide direction to City staff and the City Attorney to further research this issue and to prepare an ordinance confirming the prohibition of STRs in all residential zones in the City. The Council generally shared the concerns of the numerous residents who spoke in opposition to allowing the operation of STR commercial businesses in residential areas and neighborhoods. A copy of the proposed Ordinance confirming the prohibition of short-term rental of any residential dwelling, dwelling unit, or room in a dwelling in all residential areas, zones, and districts in the City is attached hereto as Attachment 1.

STR Ordinance Penalties

Pursuant to Section 1-32.010 of the Municipal Code, violations of City ordinances are punishable as misdemeanors, which carry a penalty of up to \$1,000 fine and/or six months in County jail. The \$1,000 fine is the maximum permissible fine for an ordinance violation in a general law city, pursuant to Government Code section 36901.

Furthermore, Section 1-32.060 of the Municipal Code provides that in addition to the foregoing penalties, violations of City ordinances are subject to administrative fines or penalties in an amount established by resolution of the City Council in accordance with Government Code section 53069.4. Section 1-36.050.C provides that for purposes of administrative fines, each and every day a violation exists constitutes a separate and distinct offense that is subject to the fine.

Short-Term Rental Ordinance

April 11, 2023

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City Council Resolution No. 2018-09-11-1 establishes the administrative citation fines and penalties for violations of current regulations in the Municipal Code. Upon adoption of the proposed STR ordinance, staff will bring a resolution to add an administrative citation penalty for violations of the STR ordinance. The proposed penalty will be set at \$1,000 per violation, per each day that the violation exists. If adopted, the first citation for an illegal STR may be in the amount of \$2,000 in the event that the City finds evidence that a property owner illegally advertised their residential property for rent as a STR, and for the rental of the property as an illegal STR. Then, the illegal STR will be subject to \$1,000 fines for each day that the violation exists, and additional \$1,000 fines if the property owner continues to advertise the illegal STR.

CEQA FINDINGS:

The adoption of the proposed Ordinance is not a project under the California Environmental Quality Act ("CEQA") pursuant to Title 14 California Code of Regulations Section 15378, and further, even if it were considered a project, the proposed amendment is exempt pursuant to Title 14 California Code of Regulations Section 15061(b)(3), in that it proposes no activity that may have a significant effect on the environment and will not cause a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

ATTACHMENTS:

- Attachment 1 – Proposed Ordinance
- Attachment 2 – Resident STR Survey Results
- Attachment 3 – February 28, 2023, City Council Meeting Minutes
- Attachment 4 – February 28, 2023, City Council Staff Report with Attachments

ORDINANCE NO. 2023-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA, ADDING CHAPTER 6-40 (SHORT-TERM
RENTALS) TO TITLE 6 (PUBLIC WELFARE) OF THE
LAGUNA HILLS MUNICIPAL CODE TO PROHIBIT THE
ADVERTISEMENT AND RENTAL OF PROPERTY FOR
SHORT-TERM RENTAL IN ALL RESIDENTIAL ZONES

WHEREAS, short-term rentals (STRs) are a prohibited use under the City's Zoning and Development Code (Title 9 of the Laguna Hills Municipal Code); Section 9-10.050 of the Laguna Hills Municipal Code provides that, "Uses not specified in the master list or within the chapter for each zone are prohibited"; because short-term rentals are not an enumerated use under the Zoning and Development Code, they are prohibited; and

WHEREAS, STRs do not conform with the intended use of dwelling units as defined under the City's Zoning and Development Code; Chapter 9-04 (Definitions) of the Laguna Hills Municipal Code defines "Dwelling unit" as "one or more rooms, designed, occupied, or intended for occupancy as a separate living quarter with cooking, sleeping, and sanitary facilities provided within the dwelling unit for the exclusive use of a single-family housekeeping unit.", and includes in the definition of "Single-family housekeeping unit" the provision that "occupancy of the dwelling unit is stable as opposed to transient"; because STRs constitute transient occupancy of a dwelling unit, they are prohibited; and

WHEREAS, notwithstanding the prohibition against STRs, the City has received numerous noise and neighborhood disturbance complaints and has become aware of various residential properties being rented as STRs over the years and must now directly confirm that their operations in the City are prohibited; and

WHEREAS, the City of Laguna Hills has been monitoring the STR phenomenon since 2016 to determine whether such commercial businesses operating within residential areas and neighborhoods are consistent with the City's vision for residential character and quality of life as reflected in the General Plan pertaining to Respect for Existing Neighborhoods, particularly Policy LU-2.4: Protect existing neighborhoods from the encroachment of incompatible activities and land uses because the City values the character of its existing neighborhoods, as they contribute to the extraordinary quality of life in the City; and Policy N-1.3: Limit future residential and other noise sensitive land uses in areas exposed to high levels of noise / utilize strategies to reduce noise experienced by sensitive uses at the point of reception; and

WHEREAS, the City Council reviewed and discussed the issue of STRs operating as businesses within residential areas, zones, and districts at its regular City Council meetings of June 28, 2022, August 23, 2022, September 27, 2022, and February 28, 2023, and invited interested members of the public to address the City Council on the issue; and

WHEREAS, the conduct of STR business operations within residential areas and neighborhoods presents significant potential for creating negative secondary impacts and unreasonable nuisance conditions on surrounding residential properties related to noise, traffic, safety, parking, etc., and threatens an essential feature that defines the residential neighborhood character (i.e., knowing one's neighbors and developing neighborly relations with them); and

WHEREAS, the potential for further degradation of residential neighborhood character throughout neighborhoods in the City of Laguna Hills due to several surrounding cities already having adopted STR prohibition ordinances or interpreting their municipal codes as prohibiting STRs, including the neighboring cities of Aliso Viejo, Lake Forest, Laguna Niguel, and Irvine, plus others throughout the greater Orange County area, renders those remaining cities in the county that allow STRs "opportunity areas" for expansion of the commercial STR residential business model. It has now become evident that without clarifying the prohibition against STRs and providing for the express prohibition of STRs by the City, the City will become such an "opportunity area," which potentially could result in accelerated and further expansion of numerous STRs within individual residential areas and neighborhoods in the City over time; and

WHEREAS, STRs are associated with well-documented negative secondary impacts which have a detrimental effect on the public health, safety, and general welfare of residential areas and neighborhoods, including but not limited to, additional traffic, excessive noise, disorderly conduct, overcrowding, vandalism, parking problems, accumulation of refuse, crime, and the overall degradation of a neighborhood's residential character and quality; and

WHEREAS, the City has received numerous complaints about nuisance conditions and negative secondary impacts caused by STRs operating in single-family residential neighborhoods; and

WHEREAS, in declaring a housing crisis in the State of California, the Legislature has determined that the lack of housing is a critical problem that threatens the economic, environmental, and social quality of life in California. The City must preserve its available housing stock for residents and long-term renters who contribute to the City's cultural diversity, quality and character of its existing single and multi-family residential neighborhoods, and economic vitality. STRs remove housing stock that could otherwise be made available for traditional rental housing, diminish the inventory in the for-sale housing market, and contribute to the State's declared housing crisis; and

WHEREAS, STRs constitute a commercial use of residential property, similar to other transient lodging accommodation uses such as hotels, motels, and bed and breakfasts. The commercial (non-residential) nature of STRs constitutes an incompatible use within residentially zoned areas and districts, with the potential to create a host of undesirable spillover effects, which ultimately negatively impacts the quality and character of neighborhoods. Although STRs are currently a prohibited use because they are not a specific enumerated use within the City's Zoning and Development Code, this issue of

compatibility between residential and commercial uses is addressed by the existing prohibition of bed and breakfasts and hotel operations in all residentially zoned districts. This ordinance ensures that the separation of commercial business uses and residential uses is clearly maintained within all residential areas, zones, and districts; and

WHEREAS, this ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7, of the California Constitution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. Code Adoption. Chapter 6-40 (Short-Term Rentals) is hereby added to Title 6 (Public Welfare) of the Laguna Hills Municipal Code to read in its entirety as follows:

CHAPTER 6-40

SHORT-TERM RENTALS

Sections:

6-40.010 – Intent and Purpose.

6-40.020 – Definitions.

6-40.030 – Prohibitions.

6-40.010 – Intent and Purpose.

The purpose and intent of this Chapter is to prohibit the advertisement for, operation, and/or establishment of short-term rental of any residential dwelling, dwelling unit, or room in a dwelling in all residential areas, zones, and districts of the City of Laguna Hills.

6-40.020 – Definitions.

For purposes of this Chapter, the following words and phrases shall have the meaning set forth below, unless another or different meaning is clearly intended from the context in which the phrase or words are used.

"Advertisement" means any printed or lettered announcement, whether in a magazine, newspaper, handbill, notice, display, billboard, poster, email, Internet website or application, online marketplace, or any other form.

“Short-term rental” shall mean the rental of any residential dwelling, dwelling unit, or room in a dwelling (in whole or in part), accessory structure (in whole or in part), accessory dwelling unit (in whole or in part), and/or a recreational vehicle located upon a parcel or a portion thereof, by owner(s) or lessee(s) to another person or group of people for occupancy, dwelling, lodging, or sleeping purposes in any residential area, zone, or district of the City of Laguna Hills for a period of less than 30 consecutive calendar days. A short-term rental includes any contract or agreement that initially defined the rental term to be greater than 30 consecutive calendar days and which was subsequently amended, either verbally or in writing, to permit the occupant(s) of the owners’ or lessees’ short-term rental to surrender the subject dwelling unit before the expiration of the initial rental term that results in an actual rental term of less than 30 consecutive calendar days. The rental of rooms or units within city-approved hotels, motels, and bed and breakfasts shall not be considered to be a short-term rental.

6-40.030 – Prohibitions.

- A. It shall be unlawful for any person or entity to offer or make available for rent or to rent (by way of a rental agreement, lease, license, or any other means, whether oral or written), for compensation or any consideration, a short-term rental.
- B. No person or entity shall place or maintain any advertisement for a short-term rental prohibited by this Chapter.
- C. It shall be unlawful for any person or entity to occupy, pursuant to a rental agreement, lease, license, or any other means, whether oral or written, for compensation or any consideration, a short-term rental.

SECTION 3. CEQA Clearance. This ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to state CEQA guidelines because it is not considered a project (14 Cal. Code Regs. § 15378) and there is no possibility that this ordinance or its implementation would have a significant negative effect on the environment (14 Cal. Code Regs. § 15061(b)(3)).

SECTION 4. Severability. 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 5. 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 X day of April 2023.

JANINE HEFT, MAYOR

ATTEST:

JENNIFER LEE, CITY CLERK

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

I, Jennifer Lee, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2023-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the X day of X 2023, and that thereafter, said ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the X day of X 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

JENNIFER LEE, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

JENNIFER LEE, 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. 2023-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 6-40 (SHORT-TERM RENTALS) TO TITLE 6 (PUBLIC WELFARE) OF THE LAGUNA HILLS MUNICIPAL CODE TO PROHIBIT THE ADVERTISEMENT AND RENTAL OF PROPERTY FOR SHORT-TERM RENTAL IN ALL RESIDENTIAL ZONES

on the X day of X 2023, and on the X day of X 2023, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, by the X day of X 2023, and the X day of X 2023, 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

JENNIFER LEE, CITY CLERK
Laguna Hills, California

Survey Results

1. Are you a resident of Laguna Hills?

Yes, and I own my home: 93%

Yes, and I rent my home: 4%

No: 3%

2. Are you aware of any short-term rentals operating near your home?

Yes: 49.3%

No: 42.1%

I don't know: 8.6%

3. How would you feel about having a short-term rental operating near your home?

Not an issue: 24.4%

Somewhat uncomfortable: 3.6%

Very uncomfortable: 72%

4. Have you ever been disrupted by short-term rentals in your neighborhood?

Yes: 45%

No: 55%

5. What might be your biggest concern with a short-term rental operating near your home?

No concerns: 9.3%

Parking impacts: 24.3%

Noise impacts: 6.4%

Safety/security concerns: 56.4%

Trash or otherwise impacting the visual appeal of the neighborhood: 3.6%

6. Do you believe short-term rentals should be allowed in Laguna Hills?

Yes, with no specific regulations imposed: 10%

Yes, with regulations considered through a permit process: 18.6%

No, short-term rentals should not be allowed in Laguna Hills: 71.4%

7. Please provide any additional comments you have regarding short-term rentals in Laguna Hills.

Please see next page.

Short term rentals in homes do nothing but cause disruption and are a business.

If we go to us to allow they should be taxed to cover cost of additional law enforcement.

They haven't been a problem.

Short term rentals should not be allowed in our city. These are unregulated by the rental websites and they have no control over the renters, safety of the neighborhood, do not enforce their own rules/contractual obligations, and the fines imposed are minimal compared to the nuisances the neighbors have to endure. Renters are often loud past the time limit, have large parties, disturb the residents, and bring crime into the neighborhoods. At a bare minimum there should be a 30+ day limit on rentals if permitted and they should have to file for a permit. Our surrounding cities already limit or prohibit STR's (AV, LN, SJC, Irvine, LB,LF, Tustin 31+ day). There should be No Grandfathered STRs allowed. Please help keep our city safe, beautiful and a great place for families by prohibiting short term rentals.

Short term rentals bring noise and security concerns. If it's short term there is no pride of ownership. Brings property values down. We want to live in homes where we know our neighbors.

How about minimum 2 or 3 weeks? Not sure about 30 days.

Noise impacts, trash or otherwise impacting the visual appeal of the neighborhood, and parking impacts.

Leave property owners alone.

There seems to be a direct correlation between the care people give their property and the time they spend it that property. ie. owners take better care of their property and community than renters do. This seems evident when looking at Lake Forest.

Laguna Hills is a community of families raising their kids and trying to live the best quality of life. Short term rentals have no place in family neighborhoods. With increased crime why invite more opportunities for crime and noise? As residents we have a right to live in a quiet calm area where we don't have to worry about revolving door parties and increased safety concerns that come along with short term rentals. There is a reason cities are not allowing these.

HOAs have tried to impose restrictions in bylaws, however, due to state laws, not much can be done with existing Short term rental businesses

There is a house on our street that is on Air BNB and a few months ago a motorcycle club rented it out and the next morning they were riding up and down our street and revving their engines for the longest time. Very unsafe and too loud. This is a family neighborhood and usually quiet, which we all love. Another time they rented to someone who threw a party and there were tons of cars and young people out in the street and partying. Not something we should have to deal with in our neighborhood!

Turning a single family dwelling into a small hotel is not an intended use or what is was zoned for. The constant transient nature of people, vehicles and party rental trucks a STR in itself causes makes neighborhood watch impossible. Use of the Sheriff to police unruly events is using a resource for a purpose it was not intended for. Hotels exist within our City for the intended purposes and the City collects the appropriate taxes for their use. There is no benefit to allow STRs to exist other than the greed of the individual property owner who wants to use their property outside the normal limits.

Tax them like hotels with TOT. It's not fair for our hotel owners to compete with Airbnb and VRBO that don't have TOT tax on them.

Noise ordinance which already in place for all.

I don't see a problem with short term rentals in my neighborhood. What concerns me more are the half way homes housing people in drug recovery. There are many just in my neighborhood.

Plenty of hotels in the area to accommodate visitors especially in the area proposed.

Thank you for considering the concerns of the residents.

Short term rentals do not fit into a community with young children. We need to have homes available to families and people who want to be part of a community for a long time.

Short-term rentals are detrimental to the community in which they reside - from safety/security, to noise, trash, lowering property values, and overall disruption to the sense of community are just a few of the reasons Laguna Hills must follow our local cities like Irvine, Costa Mesa, Fountain Valley (to name a few) ...and ban STR's

Absolutely not in favor for STR's in Laguna Hills. The very big reason is safety & security, not to mention loud noises, trash all over on the street & adjoining streets. It's been scary due to weapon sensors have been used & guests urinating on the streets

Last weekend the airbnb next door had 25 cars parked in our cul-de-sac overnight and had bright lights and equipment in the yard and driveway because they were filming a movie.

I know the residents next to the short term rentals in our neighborhood are living a nightmare. I feel strongly that those, as well as recovery houses, have no place here. Safety and crime are becoming larger issues every passing month and these do not impact our quality of life in a positive way. People move to Laguna Hills to be part of a residential community, not in the middle of a party town.

It's the party aspect that's the issue. Noise trash security concerns

Most cities are banning them, and for specific reasons. Hopefully they will be disallowed in all neighborhoods.

We already have a shortage of homes, short term rentals just encourage investors to purchase homes and rent out short term. It takes properties away from people who actually want to live here.

I lived a couple of doors down from an vacation rental and the noise was unbearable people are on vacation and wanting to have fun so they stay up late, play music, talk loud etc. The police was often being called on the vacationers.

Am aware of several "care/rehab facilities" in my neighborhood and do not want those either. They are disruptive in all ways listed above-noise,safety, parking etc.

We already allow drug rehab homes to be our neighbors so why would it be worse? We've had super loud arguments, people vomiting over the balcony, loud music and people yelling down to us when we are in our backyard ALL from a dry rehab, so no, a short term rental really isn't a big deal. I am very concerned about the parking impact, noise impact, safety, and security problems. I have had conversations with Nellie Gail neighbors who have had bad experiences with short-term renters on their streets.

This creates an unsafe feeling in an otherwise quiet and safe neighborhood. It was never our intention to live near short term rentals with constant turnover and limited accountability. I'm concerned for the safety of my children and also worried about noise issues.

Between 5 year unfinished construction, renters who don't take care of the house or lawn and now hoards of people filling a short term rental (20 cars) the value of homes on our street has to be impacted. Shame on the HOA and city for allowing this!

We believe that short term rentals create an unnecessary security (gun violence) and noise nuisance for permeant homeowners who have worked their whole lives to purchase a single-family home in order to enjoy a peaceful and secure lifestyle. Short term rental owners are profiting at the expense of their neighbor's well-being and there can be no good justification to support such a business in a residential neighborhood.

The short term rental doesn't even have to be close to you to hear very load noise - the sound travels through the backyards etc.

The city of Encinitas has quite stringent requirements for short term rentals, which might be worth looking at

We saw first hand the impunity of the participants at the party in Nellie Gail. Very unsafe for all neighbors.

I moved here 3 years ago from my home in Danta CA Ynez. In 2015 a vacation rental opened next door to me. It was a constant nuisance . Think about it . It's a vacation rental and it becomes a party house . That's the only reason I moved from a home I loved for over 20 years ..Hotels do no belong in our neighborhoods . I was shocked to find that Nellie Gail had no restrictions .,

Large home across street currently short term rental. Lots of cars every week, noise, parties and strangers coming and going all times of the night. Feel very unsafe. So sad that Nellie Gail and Laguna Hills allows this type of activity.

I would actually like reasonable regulations for short-term rentals (e.g. limitations on number of occupants, vehicles, noise restrictions, etc.), but not through a permit process. Limiting short term rentals by requiring permits opens the way for political favoritism. Property owners should have relatively free rein to operate their properties as long as they are not disturbing neighbors so as to be a nuisance.

The noise and trash are also concerns, for example current weekends at the park when empty marijuana debris is left on the trails . There are plenty of commercial venues to rent--why rent out homes in a residential community?

Laguna Hills is not a resort town. It is a neighborhood. Each development has its own flavor and personality.

Short term renters have no vested interest in the community - parties, trash, security issues typically accompany short term renters. Vandalism following parties is not unusual.

We deserve to live a peaceful life, we pay for this peace of mind, with short term rental, out quality of life is worse than living in apartment

We live in Nellie Gail and the short term rentals are so disruptive and negatively impact our neighborhood.

Short-term rentals in Nellie Gail have become increasingly disturbing

I believe STR can be run responsibly with rules. Our family have rented STR to be near us. We used to run a STR. We had quiet hours, parking restrictions, no parties, no loud outside noise and other rules plus we required 4 reviews that were positive. We never had an issue. I actually think with rules, STR can control their tenants more than Long Term.

Not good for our home prices.

All short term rentals need to be abolished

Very little complaints associated with sounds and partying in this area. The visitors is good for business in the area and this will also help grow the value of our properties much faster than other areas as a destination city. We live in an area people would want to visit. We should be proud of that and not discourage. We shouldn't be scared this is the new America people now can work from different locations and most these people are professionals post Covid. This is not your Vegas crowd. Keep that in mind. This is not a retirement community that is Laguna woods next door.

Noise and unruly crowd with large parties causing a lot of disturbance in neighborhood

We had an issue on our street, where the renter was having a raging party. It was so out of control the police wouldn't even get involved.

It has been scary, horrible experiences on my street & adjacent streets. Trash is all over.... it's been loud with bad language & loud music. It is pretty scary when a person witnesses weapon sensor is being used at the party.

Very concerned about personal safety.

Short term rentals are prone to abuse by design. There's no sense of ownership, little to no sense of obligations by the renters to respect the sanctity of the neighborhood.

It's disruptive due to the number of strangers who come into the neighborhood. Drugs are often used in these rental party places and the noise is unacceptable. Please no short term rentals.

Mayor Heft received consensus to take Item No. 7.2.1 out of order on the Agenda.

7. ADMINISTRATIVE REPORTS

7.2. Community Development Director

7.2.1 Short-Term Rentals

Community Development Director Longenecker reviewed the information provided in the staff report and responded to Council Member requests for additional information.

City Attorney Simonian responded to Council Member requests for additional information.

The following individuals submitted an electronic public comment on Item No. 7.2.1 that was received, forwarded to the Council prior to the meeting, posted on the City's website, and announced into the record by City Clerk Lee:

Mary and Bruce Freeman, residents of Laguna Hills, submitted an electronic public comment in favor of a ban on short term rentals.

The following individuals address the City Council on Item No. 7.2.1:

Evan Gost, a resident of Laguna Hills, provided public comments in opposition to a ban on short term rentals.

Martin Wildgoose, a resident of Laguna Hills, provided public comments in opposition of a ban on short term rentals.

Brian Mitchel, on behalf of the Nellie Gail Ranch Owners Association, provided public comments in favor of regulatory option two provided in the staff report.

Karen Litfin, a resident of Laguna Hills, provided public comments in favor of a ban in short term rentals.

Patrice Mills, a resident of Laguna Hills, provided public comments in opposition to a ban on short term rentals.

Jason Bush, a resident of Laguna Hills, provided public comments in opposition to a ban on short term rentals.

Bruce Freeman, a resident of Laguna Hills, provided public comments in favor of a ban on short term rentals.

Recommendation: That the City Council receive the survey results and provide direction to staff.

A motion to direct staff to draft a ban on short term rentals for review and approval by the City Council was moved by Council Member Pezold, seconded by Council Member Wheeler.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Council Member
SECONDER:	Dave Wheeler, Council Member
AYES:	Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Joshua Sweeney, Council Member

4. CONSENT CALENDAR

Motion to approve the Consent Calendar with Council Member Caskey removing Item No. 4.9 and Council Member Caskey and Council Member Pezold removing Item No. 4.12.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Council Member
SECONDER:	Dave Wheeler, Mayor Pro Tempore
AYES:	Janine Heft, Mayor; Dave Wheeler, Mayor Pro Tempore; Don Caskey, Council Member; Erica Pezold, Council Member; Joshua Sweeney, Council Member

4.1 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.

4.2 Approval of Minutes for January 24, 2023, Special Meeting

Recommendation: That the City Council approve the City Council Minutes for the January 24, 2023, Special Meeting.

4.3 Approval of Minutes for January 24, 2023, Regular Meeting

Recommendation: That the City Council approve the City Council/Planning Agency Minutes for the January 24, 2023, Regular Meeting.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 25, 2023

TO: Mayor and Council Members

FROM: Joe Ames, P.E., T.E.
Public Works Director/City Engineer

ISSUE: Authority to Advertise Citywide Sidewalk Repairs and Concrete Construction Project, CIP No. 106 and Approval of Cost Sharing Agreement for La Paz Road Sidewalk Widening Project

RECOMMENDATION: That the City Council: 1) Approve the plans and specifications for the Citywide Sidewalk Repairs and Concrete Construction Project, CIP No. 106; 2) Authorize the advertisement for bids for the Citywide Sidewalk Repairs and Concrete Construction Project, CIP No. 106; 3) Allow the City Engineer to make minor edits to the plans and specifications as necessary; 4) Approve the Cost Sharing and Cooperative Agreement for La Paz Road Sidewalk Widening Project; 5) Authorize the City Manager or City Attorney to make minor modifications to the Agreement, as necessary; 6) Authorize the City Manager to execute the Agreement; and 7) Find that environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Section 15301 as a Class 1 Categorical Exemption - "Existing Facilities."

SUMMARY:

The bid documents for the subject project, including the plans, specifications, contract and bid proposal form, have been prepared and are included as an attachment to this report. It is recommended that the City Council approve the plans and specifications for this project, the Cost Sharing and Cooperative Agreement for La Paz Road Sidewalk Widening Project with Saddleback Valley Unified School District (District) for the sidewalk widening and retaining wall construction work on the south side of La Paz Road along the frontage of Valencia Elementary School, and find the project not subject to environmental review under the California Environmental Quality Act (CEQA).

Authority to Advertise Citywide Sidewalk Repairs and Concrete Construction Project, CIP No. 106
April 25, 2023
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BACKGROUND:

At the January 10, 2023, City Council meeting, the City Council adopted Resolution 2023-01-10-3 amending the fiscal years 2021-2022 & 2022-2023 Biennial Budget to allocate funds for Sidewalk Repairs, Capital Improvement Project (CIP) No. 106. The accompanying report at the January 10, 2023, meeting indicated the Public Works Department (Department) identified several locations City-wide where sidewalk replacements are needed and proposed to prepare bid specifications for the replacement of sidewalk in several locations. The report also indicated the Department proposed to include additive, alternative bid items for widening the sidewalk on the south side of La Paz Road along the frontage of Valencia Elementary School and widening the sidewalk on the north side of La Paz Road between The Hills Hotel driveway and Rickenbacker Road. The widening would add approximately one foot more width to the existing sidewalk. City staff previously identified the need for widening the sidewalk along La Paz Road. Since the January 10, 2023, City Council meeting, City staff also identified a need to replace turf grass located within the Laguna Hills Community Center's service driveway with concrete because the existing turf grass has not been able to handle vehicular traffic. Accordingly, City staff prepared the attached bid documents to address these needs, and the attached Cost Sharing and Cooperative Agreement for La Paz Road Sidewalk Widening Project with Saddleback Valley Unified School District.

Due to the anticipated dollar value of the proposed sidewalk widening and retaining wall work on the south side of La Paz Road fronting Valencia Elementary School, this work has been included in the base bid along with the City-wide sidewalk replacements. The sidewalk widening and retaining wall project is proposed to be cost-shared with Saddleback Valley Unified School District. This work will also require the District to dedicate an easement to the City for right-of-way purposes. District staff plan to place the Cost Sharing and Cooperative Agreement for La Paz Road Sidewalk Widening Project for approval on the April 20, 2023, District Board of Education meeting agenda.

The widening of the sidewalk on the north side of La Paz Road between The Hills Hotel and Rickenbacker Road, and the Laguna Hills Community Center service driveway work are listed as additive, alternative bids in the bid schedule. This work would be contingent on the bids received relative to the available budget.

Authority to Advertise Citywide Sidewalk Repairs and Concrete Construction Project, CIP
No. 106
April 25, 2023
Page 3

CEQA FINDINGS:

The removal and replacement of sidewalk, and proposed 1' widening of the existing sidewalk on La Paz Road is not subject to the California Environmental Quality Act pursuant to Section 15301(c) (minor alteration of existing sidewalks and similar facilities) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because the project has negligible or no expansion of use.

FISCAL IMPACT:

The construction cost estimate for the project is \$385,000. The current budget for CIP No. 106 is \$235,000. With the anticipated cost share from Saddleback Valley Unified School District of \$150,000, the current budget should be sufficient.

ATTACHMENTS:

- Citywide Sidewalk Repairs and Concrete Construction Project CIP 106 Bid Set
- Cost Share and Cooperative Agreement for La Paz Road Sidewalk



**CITY OF LAGUNA HILLS
CALIFORNIA**

**PUBLIC WORKS PLANS
AND SPECIFICATIONS FOR
CITYWIDE SIDEWALK REPAIRS & CONCRETE CONSTRUCTION
PROJECT, CIP NO. 106**

PREPARED BY

CITY OF LAGUNA HILLS
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

APRIL 2023

IMPORTANT DATES:

June 1, 2023, 10:00 a.m.

June 13, 2023

June 26, 2023

July 5, 2023 (Preferred)

Bids Due to the City

Proposed City Council Award of Contract

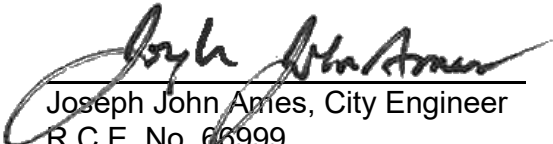
Proposed Issuance of Notice to Proceed

Mobilize and start construction of La Paz Road
sidewalk and retaining wall, if awarded

CITY OF LAGUNA HILLS

SPECIFICATIONS FOR
CITYWIDE SIDEWALK REPAIRS & CONCRETE CONSTRUCTION PROJECT,
CIP NO. 106

Approved By:



Joseph John Ames, City Engineer
R.C.E. No. 66999
Expiration Date 9/30/2024

04/13/2023

Date

CITY OF LAGUNA HILLS

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**CITY OF LAGUNA HILLS
NOTICE INVITING BIDS FOR CONSTRUCTION OF**

4.10.a

CITYWIDE SIDEWALK REPAIRS & CONCRETE CONSTRUCTION PROJECT, CIP NO. 106

NOTICE IS HEREBY GIVEN that sealed bids for the **CITYWIDE SIDEWALK REPAIRS & CONCRETE CONSTRUCTION PROJECT, CIP NO. 106** ("Project") in the City of Laguna Hills will be received at the Office of the City Engineer of the 24035 El Toro Road, Laguna Hills, until **10:00 a.m. on Thursday, June 1, 2023**, at which time they will be publicly opened and read aloud.

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including removal and replacement of existing structures, demolition, construction, and other miscellaneous improvements as shown in the plans and specifications and as required to complete the work.

AWARD OF CONTRACT: The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder **on the Bid Schedule**, and reject all other bids, as it may best serve the interest of the City. Within three (3) days of bid opening contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within ten (10) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement, Bonds (Faithful Performance and Material and Labor) and Insurance.

CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid **Class A Contractor's License**, or a combination of Class C Contractor's Licenses as necessary to perform the work, at the time of submitting bids, in accordance with provisions of Chapter 9, Division III of the California Business and Professions Code.

WAGE RATE REQUIREMENTS: The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for the contract. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

RETAINAGE FROM PAYMENTS: The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payments by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public

NB-1

LH 6909-01/2020

Contract Code. If the Contractor chooses not to exercise its rights under Public Contract Code Section the full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion, if no stop notices have been filed. The City may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the City.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS: Contract Documents may be inspected without charge at the Public Works Department, City Hall, 24035 El Toro Road, Laguna Hills, California 92653. Contract Documents are available in portable document form (PDF) on the City's website: <http://www.lagunahillsca.gov/bids>. It is the contractor's responsibility to ensure they are on the City's Plan Holder's List and they obtain any addendums or clarifications that are issued by the City on the City's website prior to submitting a bid. For any questions regarding acquisition of Contract Documents, contact Julie Comella at jcomella@lagunahillsca.gov.

Dated this 25th day of April, 2023.

City of Laguna Hills, California

BY _____
JENNIFER LEE, CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92653

Published: Saddleback Valley News

CITY OF LAGUNA HILLS
INSTRUCTIONS TO BIDDERS
FOR
CITYWIDE SIDEWALK REPAIRS & CONCRETE CONSTRUCTION PROJECT,
CIP NO. 106

1. PROPOSAL FORMS

Bids shall be submitted in writing on the Proposal forms provided by the City of Laguna Hills (hereinafter "CITY" or "City"). All blank spaces in the bid forms must be correctly filled in and all information requested therein must be clearly and legibly set forth in the manner and form indicated. All spaces for bid prices and lump sum price for which the bid is made, must be filled in, in both words and figures. All prices and notations must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed by the person or persons signing the bid. Bidder acknowledges and agrees that by failing to complete the bid forms in their entirety, as set forth above, the CITY may find the bidder's entire bid non-responsive and may cause the rejection of the bidder's proposal at the discretion of the CITY.

2. PROPOSAL GUARANTEE (BID BOND)

In accordance with Public Contract Code Section 20170, proposals must be accompanied by a proposal guarantee consisting of either cash, a cashier's check, a certified check or bid bond payable to the CITY in the minimum amount of ten percent (10%) of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. **IF A BIDDER TO WHOM A CONTRACT IS AWARDED FAILS OR REFUSES TO EXECUTE THE CONTRACT DOCUMENTS OR FURNISH THE REQUIRED INSURANCE POLICIES AND BONDS AS SET FORTH IN THOSE DOCUMENTS, THE PROPOSAL GUARANTEE SHALL BE FORFEITED TO THE CITY.** The proposal guarantees of all bidders will be held until the successful bidder has properly executed all Contract Documents.

3. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

4. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

5. DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening time deadline set forth in the "Notice Inviting Sealed Bids." Late proposals will not be considered and will be returned to the bidder unopened. Proposals shall be enclosed in a sealed envelope plainly marked on the outside, "CITYWIDE SIDEWALK REPAIRS & CONCRETE CONSTRUCTION PROJECT, CIP NO. 106- DO NOT OPEN WITH REGULAR MAIL."

6. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY's designated official prior to the bid-opening time deadline set forth in the "Notice Inviting Sealed Bids". The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, provided there is time remaining to do so. Proposals may not be withdrawn after the bid opening without forfeiture of the proposal guarantee.

7. NONRESPONSIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it nonresponsive and may cause its rejection. The completed proposal forms shall be without inter-lineation, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

8. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes that may be applicable. Bidder acknowledges and agrees that CITY shall not be responsible for the payment of any increase in Sales Tax, Use Tax, or any other tax that takes effect after award.

9. DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the Business and Professions Code.

10. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, he or she may submit to the City Engineer a written request for an interpretation or correction thereof five (5) working days prior to the scheduled bid opening. The person submitting the request

will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

11. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the Contract Documents and shall be returned with them. Before submitting a bid, each bidder shall confirm as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render bid non-responsive and may result in its rejection by the CITY.

12. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

13. AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsive-responsible bidder as determined solely by the CITY. At the time of contract award, the successful bidder shall hold a Class A Contractor's License, or a combination of Class C Contractor's License(s), as required to perform the work, issued by the State of California. Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

Within three (3) days of bid opening contractor must submit a revised bid bond with numerical dollar values, both in words and with digits of bid amount. Within ten (10) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required executed Contract Agreement, executed Bonds (Faithful Performance and Material and Labor) and Insurance. Submission of these documents shall be at the Low Bidder's sole cost and expense and shall not be made reimbursable by City. Award of Contract, if made, shall be solely the determination of the City Council.

No bidder may withdraw its proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

14. PREVAILING WAGE RATES

The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research.

It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this Agreement. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor and its subcontractors shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to Section 6109 of the public Contract Code, or engage in the performance of any contract for public work on a public works project if the contractor or subcontractor is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the contract. The possibility of wage increases is one of the elements to be considered by the bidder in determining his bid, and will not under any circumstances be considered as the basis of a claim against the CITY on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section 12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

15. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to CITY along with the other required Contract Documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

16. CLAYTON ACT AND CARTWRIGHT ACT

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

17. SUBLETTING AND SUBCONTRACTING.

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name business address, California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid or \$10,000, whichever is greater. If a subcontractor's California contractor license number or public works contractor registration number are submitted incorrectly in the bid, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to CITY within 24 hours after the bid opening

If the bidder fails to list a subcontractor for a portion of work or if the bidder lists more than one subcontractor of the same portion of work in excess of 1/2 of 1% of the total bid or \$10,000, whichever is greater, the bidder agrees that it is fully qualified to perform that portion of work itself, and that the bidder shall perform that portion of work itself. If after award of the contract, the bidder actually subcontracts that portion of work, except as provided in Public Contract Code Section 4107 or 4109, the bidder shall be subject to the penalties listed in Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

18. SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, which is incorporated herein by this reference, the Contractor may substitute securities for any monies withheld by the CITY to ensure performance under the Contract or, in the alternative, may request payment of retention earned directly to an escrow agent.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the CITY, with a State or Federally chartered bank as the escrow agent or require the City to deposit 5% of each progress payment with the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the CITY, pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the CITY approved securities with the escrow agent, the escrow agent shall notify the CITY within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for CITY approval, and be held in the escrow account to meet the Contractor's obligations. The escrow agent shall hold said securities until such time as the escrow agent receives written notification from the CITY that the Contractor has satisfactorily completed his Contract obligations.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion, if no stop notices have been filed. The CITY may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the CITY.

BIDDER'S NAME _____

CITY OF LAGUNA HILLS

PROPOSAL FOR CITYWIDE SIDEWALK REPAIRS & CONCRETE CONSTRUCTION PROJECT, CIP NO. 106

TO **CITY OF LAGUNA HILLS**, as CITY:

In accordance with CITY's "Notice Inviting Sealed Bids", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Standard Specifications, Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, General Specifications, Special Provisions and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the Bid Security accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before the commencement of any work under this Contract, if awarded.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any CITY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that

said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME: _____ DATE _____, 20____.

BIDDER'S ADDRESS: _____ BY _____
(Print Name)

(Signature)

PHONE: () _____ TITLE _____

Subscribed and sworn to before me
this _____ day of _____, 20____ BY _____
(Print Name)

(Signature of Notary Public) _____
(Signature)

(Attach Jurat) _____ TITLE _____

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Email: _____ Telephone: (____) _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

Subscribed and sworn to before me
this _____ day of _____, 20__.

By _____
(Print Name)

(Signature of Notary Public)

(Signature)

Title _____

(SEAL)

Date _____, 20__

BIDDER'S NAME _____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors in excess of ½ of 1% of the total bid amount or ten thousand dollars (\$10,000), whichever is greater as follows (add additional pages as necessary) (Bidder must include all requested information):

Subcontractor Name _____
 Address _____
 License No. and Class _____
 DIR Registration No. _____
 Phone No. _____ Email: _____
 Percent of Total Contract _____
 Specific Scope of Work _____

Subcontractor Name _____
 Address _____
 License No. and Class _____
 DIR Registration No. _____
 Phone No. _____ Email: _____
 Percent of Total Contract _____
 Specific Scope of Work _____

Subcontractor Name _____
 Address _____
 License No. and Class _____
 DIR Registration No. _____
 Phone No. _____ Email: _____
 Percent of Total Contract _____
 Specific Scope of Work _____

Subcontractor Name _____
 Address _____
 License No. and Class _____
 DIR Registration No. _____
 Phone No. _____ Email: _____
 Percent of Total Contract _____
 Specific Scope of Work _____

BIDDER'S NAME _____

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

Agency Name _____
 Address _____
 Phone No. _____ Contact: _____
 Description of Work _____

Agency Name _____
 Address _____
 Phone No. _____ Contact: _____
 Description of Work _____

Agency Name _____
 Address _____
 Phone No. _____ Contact: _____
 Description of Work _____

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Name _____
 Address _____
 Phone No. _____

Name _____
 Address _____
 Phone No. _____

Name _____
 Address _____
 Phone No. _____

Name _____
 Address _____
 Phone No. _____

CONTRACTOR'S LICENSING STATEMENT

BIDDER certifies that the following is true and correct. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number _____

DIR Registration No. _____

Name of Individual Contractor (Print or type):

Signature of Owner(s) _____

Business Address _____

or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation _____

Business Address _____

Corporation organized under the laws of the State of _____

Name of President of Corp./ Company

Name of Secretary of Corp./ Company

Subscribed and sworn to before me
this _____ day of _____, 20____

By: _____
(Signature)

(Signature of Notary Public)

By: _____
(Print Name and Title)

(SEAL)

(SEAL)

BIDDER'S BOND**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT WHEREAS, _____ (the "Principal") has submitted a bid (the "Bid") to the
(NAME OF BIDDER)
 City of Laguna Hills, California (the "City") for construction of the
 _____ (the "Work"), as specifically set forth in documents
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
 entitled _____, Dated: _____, 20____ (the "Specifications").
(TITLE OF BID PACKAGE)

AND WHEREAS, the Principal is required to provide bidder's security in an amount equal to at least ten percent (10%) of the amount of the Bid and has chosen to satisfy this obligation by providing this bond.

NOW, THEREFORE, we, the Principal, and _____ (the "Surety"), an admitted
(NAME OF SURETY)
 surety insurer in the State of California, are held firmly bound unto the City of Laguna Hills in the sum of _____ and ____/100 DOLLARS (\$_____), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, this amount being ten percent (10%) of the total amount of the Bid.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If (a) the City accepts the Bid and awards the Principal a contract for the Work, and (b) within the time and manner required under the Specifications or by law, after the prescribed forms are presented to the Principal for signature, the Principal executes a written contract for construction of the Work in accordance with the Bid and delivers the required faithful performance and payment bonds and insurance policies, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.
2. The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the

BID BOND (Page 2 of 2)

time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____.

PRINCIPALSURETY

(Principal Name) (Seal)

(Surety Name) (Seal)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals

Attach Notary Acknowledgments for All Signatures

Attach Power-of-Authority if Executed by Attorney-in-Fact

BIDDERS NAME _____

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

In conformance with Public Contract Code Section 7106, the party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

Signed _____

Title

Subscribed and sworn to before me
this _____ day of _____, 20____.

Signature of Notary Public

(SEAL)

BIDDERS NAME _____

**CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
CITYWIDE SIDEWALK REPAIRS & CONCRETE CONSTRUCTION PROJECT, CIP NO. 106**

BASE BID

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL COST
1	Mobilization	LS	1		
Various Locations Throughout City – See Appendix B:					
2	Remove and Replace 4" PCC Sidewalk (including Pruning and Trimming Tree Roots), Various Locations, per SPPWC No. 112-2 and OCPW Std. Plan No. 112-2-OC.	3,200	SF		
3	Remove and Replace PCC 6" Curb (including 12" Thick, 12" Wide AC Slot Patch adjacent to PCC Curb), Various Locations, per SPPWC No. 120-2 and OCPW Std. Plan No. 120-2-OC	120	LF		
4	Remove and Replace PCC 8" Curb (including 12" Thick, 12" Wide AC Slot Patch adjacent to PCC Curb), Various Locations, per SPPWC No. 120-2 and OCPW Std. Plan No. 120-2-OC	60	LF		
5	Remove and Replace PCC Parkway Culvert per OCPW Plan No. 1309	110	SF		
6	Remove and Replace PCC Driveway Apron per OCPW Std. Plan No. 1210	50	SF		
La Paz Road, Southerly Side: Sidewalk Widening and Retaining Wall Work – See Appendix B:					
7	Clearing and Grubbing	1	LS		
8	Remove Existing Landscape and Dispose	1	LS		
9	Remove and Cap Existing Irrigation and Dispose	1	LS		
10	Sawcut and Remove Existing Concrete Sidewalk and Dispose	1,400	SF		
11	Remove Conflicting Portions or Demolish Existing Down Drain and Outlet Structure	2	EA		
12	Remove Existing Retaining Wall at Bus Stop	1	EA		
13	Remove Existing Retaining Curb at Manholes	3	EA		
14	Remove Existing Sign and Salvage for Reuse	4	EA		
15	Construct PCC 4" Sidewalk per SPPWC No. 112-2 and OCPW Std. Plan No. 112-2-OC	1,800	SF		
16	Construct 3'4" to 4'8" Height Retaining Wall per Plan including Drainage Conveyance	350	LF		
17	Construct 5'4" to 6'0" Height Retaining Wall per Plan including Drainage Conveyance	30	LF		
18	Construct Down Drain and Outlet Structure per Plan	2	EA		
19	Install Salvaged Sign on Telespar	4	EA		
20	Survey and Construction Staking	1	LS		
21	Traffic Control including Temporary Traffic Control Plan	1	LS		
22	Fabricate Notification Sign and Install	2	EA		
23	Install and Adjust Irrigation Systems	1	LS		
24	Provide and Install Shrub on Slope – 1 Gallon	450	EA		

Attachment: Citywide Sidewalk Repairs and Concrete Construction Project CIP 106 Bid Set (3137 : Authority to Advertise Citywide Sidewalk

BIDDERS NAME _____

**CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
CITYWIDE SIDEWALK REPAIRS & CONCRETE CONSTRUCTION PROJECT, CIP NO. 106**

BASE BID CONTINUED

25	Provide Ninety (90) Day Landscape Maintenance	1	LS		
TOTAL "BASE BID" IN FIGURES					\$

TOTAL BASE BID IN WORDS:

_____ DOLLARS

AND _____ CENTS

AT THE AGENCY'S SOLE DISCRETION ANY COMBINATION OF ADDITIVE ALTERNATE BIDS MAY ALSO BE AWARDED.

**ADDITIVE ALTERNATE BID "A": LA PAZ ROAD, NORTHERLY SIDE: SIDEWALK AND CURB WORK
SEE APPENDIX B**

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL COST
1	Mobilization	1	LS		
2	Sawcut and Remove Existing Concrete Sidewalk and Dispose	3,200	SF		
3	Construct 4" PCC Sidewalk (including Pruning and Trimming Tree Roots) per SPPWC No. 112-2 and OCPW Std. Plan No. 112-2-OC.	4,000	SF		
4	Remove and Replace 8" PCC Curb (including 12" Thick, 12" Wide AC Slot Patch adjacent to PCC Curb), Various Locations, per SPPWC No. 120-2 and OCPW Std. Plan No. 120-2-OC	50	LF		
4	Traffic Control including Temporary Traffic Control Plan	1	LS		
TOTAL ADDITIVE ALTERNATE BID "A" IN FIGURES					\$

TOTAL ADDITIVE ALTERNATE BID "A" IN WORDS:

_____ DOLLARS

AND _____ CENTS

BIDDERS NAME _____

**CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
CITYWIDE SIDEWALK REPAIRS & CONCRETE CONSTRUCTION PROJECT, CIP NO. 106**

AT THE AGENCY'S SOLE DISCRETION ANY COMBINATION OF ADDITIVE ALTERNATE BIDS MAY ALSO BE AWARDED.

ADDITIVE ALTERNATE BID "B": COMMUNITY CENTER SERVICE DRIVEWAY CONCRETE WORK
SEE APPENDIX B

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL COST
1	Mobilization	1	LS		
2	Remove Existing Turf Grass and Soil, Construct 6.5" PCC Over 12" of Compacted Subgrade per Detail	850	SF		
TOTAL ADDITIVE ALTERNATE BID "B" IN FIGURES					\$

TOTAL ADDITIVE ALTERNATE BID "B" IN WORDS:

_____ DOLLARS

AND _____ CENTS

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. PAYMENT FOR QUANTITIES WILL BE MADE FOR ACTUAL MATERIALS USED ON THE JOB. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ALL OR ANY ITEM FROM THE CONTRACT. IF THERE IS A CONFLICT BETWEEN THE UNIT PRICE PROVIDED AND TOTAL COST, THE UNIT PRICE SHALL PREVAIL. IF THERE IS A CONFLICT BETWEEN THE "TOTAL BID FIGURES" AND THE "TOTAL BID IN WORDS", THE "TOTAL BID IN WORDS" SHALL PREVAIL.

THE DETERMINATION OF THE LOWEST RESPONSIBLE BIDDER SHALL BE ON THE BASIS OF THE COMPARISON OF THE BASE BID ONLY.

AT THE AGENCY'S SOLE DISCRETION ANY COMBINATION OF ADDITIVE ALTERNATE BIDS MAY ALSO BE AWARDED.

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
CITYWIDE SIDEWALK REPAIRS & CONCRETE CONSTRUCTION PROJECT, CIP NO. 106

PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 20____.

BIDDER _____

Subscribed and sworn to before me this _____ day of _____, 20____.

SIGNATURE NOTARY PUBLIC _____ (Attach Jurat)

By _____
(PRINT)

(SIGNATURE)

(SEAL)

Title _____

CITY acknowledges that this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the minimum amount of ten percent (10%) of the total bid.

By _____

Title _____

BIDDERS NAME _____

BIDDER'S CERTIFICATION FOR**ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE
REQUIREMENTS FOR PUBLIC WORKS CONSTRUCTION
CITY OF LAGUNA HILLS**

BIDDER agrees, acknowledges and is fully aware of the insurance requirements as specified in the INSTRUCTIONS TO BIDDERS FOR CITYWIDE SIDEWALK REPAIRS & CONCRETE CONSTRUCTION PROJECT, CIP NO. 106 AND IN THE SPECIAL PROVISIONS FOR CITYWIDE SIDEWALK REPAIRS & CONCRETE CONSTRUCTION PROJECT, CIP NO. 106 and accepts all conditions and requirements contained therein.

 Bidder

 By

 Date
******* SUBMIT THIS EXECUTED FORM WITH THE BID**

CITY OF LAGUNA HILLS

CONTRACT AGREEMENT FOR

CITYWIDE SIDEWALK REPAIRS & CONCRETE CONSTRUCTION PROJECT, CIP NO. 106

THIS CONTRACT AGREEMENT (hereinafter "Agreement" or "Contract" or "Contract Agreement") is made and entered into for the above stated Project this _____ day of _____, 20____, BY AND BETWEEN THE **CITY OF LAGUNA HILLS**, as CITY, and _____, as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and all appendices attached hereto, together with this Contract Agreement and all required bonds, insurance coverage, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (hereinafter collectively the "Contract Documents"). All of the provisions of said Contract Documents are attached hereto and are incorporated by reference herein and made a part of this Contract Agreement as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents

ARTICLE V

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE VII

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

ARTICLE VIII

To the fullest extent permitted by law, CONTRACTOR shall defend (at CONTRACTOR's sole cost and expense), indemnify, protect, and hold harmless CITY, its elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (CONTRACTOR's employees included), or for damage to property, including property owned by CITY, which Claims arise out of, pertain to, or are related to CONTRACTOR's performance under the Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the CITY, its elected and appointed officials, officers, employees, agents, and volunteers, shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of CITY.

ARTICLE IX

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the City Manager, which work rules shall be additional terms and conditions for providing the work and services to the CITY pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the City Manager.

[SIGNATURES ON NEXT PAGE]

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

CONTRACTOR:

 JANINE HEFT, MAYOR
 CITY OF LAGUNA HILLS

 (CORPORATION (NAME - TYPE))

BY: _____
 (PRINT)

ATTEST:

 (SIGNATURE)

 JENNIFER LEE, CITY CLERK
 CITY OF LAGUNA HILLS

 (TITLE)

BY: _____
 (PRINT)

 GREGORY E. SIMONIAN, CITY ATTORNEY
 CITY OF LAGUNA HILLS

 (SIGNATURE)

 (TITLE)

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED, ATTACH JURAT.

(PAGE 1 OF 2)

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____, the City of Laguna Hills, California
(DATE OF AWARD)
 ("City") awarded a public works contract (the "Contract"), delineated as Contract
 No. _____, for the _____, as
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
 specified in the Contract, to, _____, a
(NAME OF CONTRACTOR)

_____, hereby designated as the "Principal", which
(CONTRACTOR ENTITY TYPE i.e.; INC., LLC., ETC.)
 Contract is attached hereto, and which Contract and all documents incorporated therein
 by reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to
 furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and _____ (the
(NAME OF SURETY)
 "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto
 the City of Laguna Hills in the sum of _____ and ____/100
 DOLLARS (\$_____), lawful money of the United States of America, for the
 payment of which sum, well and truly be made, we bind ourselves, our heirs, executors,
 administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly do and perform all of the covenants and obligations of the Contract, including the provisions for liquidated damages in said Contract, and including any and all amendments, supplements, and alterations made to the Contract as provided therein, on the Principal's part to be done and performed at the times and in the manner specified in the Contract, and shall indemnify and save harmless the City, its officers and agents as specified in the Contract, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;
2. In the event the Principal fails to fully perform all requirements in accordance with the terms and conditions of the Contract, then the Surety shall enforce performance by the Principal or shall pay the City for the same in an amount not exceeding the amount specified in this bond.

Attachment: Citywide Sidewalk Repairs and Concrete Construction Project CIP 106 Bid Set (3137 : Authority to Advertise Citywide Sidewalk

FAITHFUL PERFORMANCE BOND
(PAGE 2 OF 2)

3. In the event suit is brought upon this bond by the City and judgment is recovered, as part of the obligation secured hereby and in addition to the face amount specified in this bond, the Surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees to be fixed by the court.

4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____ .

<u>PRINCIPAL</u>	<u>SURETY</u>
(Principal Name)	(Surety Name)
(Seal)	(Seal)
By: _____	By: _____
(Signature)	(Signature)
(Print Name and Title)	(Print Name and Title)
By: _____	By: _____
(Signature)	(Signature)
(Print Name and Title)	(Print Name and Title)

Principal Address and Telephone:
Surety Address and Telephone

Affix Corporate Seals
Attach Notary Acknowledgments for All Signatures
Attach Power-of-Attorney if Executed by Attorney-in-Fact

(PAGE 1 OF 2)

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, on _____, the City of Laguna Hills, California
(DATE OF AWARD)
 ("City") awarded a public works contract (the "Contract"), delineated as Contract No. _____,
 for the _____, as specified in the
(NAME OF PROJECT AND/OR DESCRIPTION OF WORK)
 Contract, to, _____, a _____
(NAME OF CONTRACTOR) (CONTRACTOR ENTITY)
 _____, **hereby** designated as the "Principal", which
TYPE i.e.; INC., LLC., ETC.)
 Contract is attached hereto, and which Contract and all documents incorporated therein by
 reference are expressly incorporated into this bond by reference.

AND WHEREAS, the Principal is required under the terms of the Contract to give this
 bond in connection with the execution of the Contract.

NOW, THEREFORE, we, the Principal, and _____
 (the "Surety"), an admitted surety insurer in the State of California, are held firmly bound unto
 the City of Laguna Hills in the sum of _____ and
 ____/100 DOLLARS (\$_____), lawful money of the United States of America, for
 the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors,
 administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

1. If the Principal, or its subcontractors, or their respective heirs, executors,
 administrators, successors or assigns, shall fail to pay (a) any of the persons named in Section
 9100 of the California Civil Code, (b) any amounts due under the California Unemployment
 Insurance Code with respect to work or labor performed under the Contract, or (c) any
 amounts required to be deducted, withheld, and paid over to the Employment Development
 Department from the wages of employees of the Principal and its subcontractors pursuant to
 Section 13020 of the California Unemployment Insurance Code with respect to such work or
 labor, then the Surety shall pay for the same, in an aggregate amount not exceeding the sum
 specified in this bond. In case suit is brought upon this bond, the Surety will pay reasonable
 attorney's fees to be fixed by the court.

PAYMENT (LABOR AND MATERIAL) BOND
(PAGE 2 OF 2)

2. This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, additions, omissions or other modifications to the terms of the Contract, or in the work to be performed or the material to be furnished under the Contract, or in the specifications or plans, whether or not made pursuant to the terms of the Contract, shall in any manner release either the Principal or Surety or affect the Surety's obligations on this bond, and it does hereby waive notice of any such changes, extensions, alterations, additions, omissions or other modifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on the ____ day of _____, 20____.

PRINCIPAL

SURETY

(Principal Name) (Seal)

(Surety Name) (Seal)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

By: _____
(Signature)

By: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

Principal Address and Telephone:

Surety Address and Telephone

Affix Corporate Seals
Attach Notary Acknowledgments for All Signatures
Attach Power-of-Attorney if Executed by Attorney-in-Fact

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City prior to performing any work on the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

Contractor

By _____
(PRINT)

(SIGNATURE)

Title

Date

Section 3700 of the Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

COMPENSATION INSURANCE CERTIFICATE

TO BE SUBMITTED WITH CONTRACT

CITY OF LAGUNA HILLS**GENERAL SPECIFICATIONS
FOR****CITYWIDE SIDEWALK REPAIRS & CONCRETE CONSTRUCTION PROJECT, CIP NO. 106****SCOPE OF WORK**

The work to be performed and completed by Contractor consists of including removal and replacement of existing structures, demolition, construction, and all other incidental work in this specification document.

LOCATION OF WORK

The Project is located at various locations within Laguna Hills, CA as shown on the plans.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within **40 working days** after the date of the Notice to Proceed.

TRAFFIC REQUIREMENTS

The Contractor shall provide delineation in accordance with the latest updated version of the California Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall schedule the order of his work such that no travel lanes are closed before 9:00 A.M. or after 3:30 P.M. daily. A minimum of one through travel lane and all turning lanes in all directions shall be maintained during construction between 9:00 A.M. and 3:30 P.M. The same number of travel lanes currently in use (at the time of bid) shall be opened to traffic each and every day between 3:30 P.M. and 9:00 A.M. No work that interferes with public traffic shall be performed after 3:30 P.M. or before 9:00 A.M. No street closures shall be made. The traffic signal and traffic signal detectors shall remain operational during the construction until their replacement is scheduled within 5 days of disruption. Night work shall only be allowed with approved, written approval by the City Engineer, at the contractor's request, and shall be completed at no additional cost if approved.

Separation between travel lanes shall be accomplished by the use of delineators placed at a maximum of 15' on center. Traffic channelization at intersections shall be accomplished by the use of delineators placed at a maximum of 10' on center.

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1(800) 422-4133. Contractor shall provide the City with proof of contact with USA upon request.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

NAME	ADDRESS	CITY, STATE, ZIP	ATTENTION	Phone Number
AT&T	3939 E. Coronado St.	Anaheim, CA 92807	Robert Fleisher	714/618-9129
OCTA	550 S. Main Street	Orange, CA 92613-1584	Kyle Poff	714/560-5816
Southern California Edison	14155 Bake Parkway	Irvine, CA 92718	Chris Schafer	949/458-4413
Gas Company	1919 South State College	Anaheim, CA 92806	Andrew Alday	714/385-3377
Gas Company Southern Region Transmission	P. O. Box 1100	Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
CR&R	P.O. Box 1100	San Juan Capistrano, CA 92693-1100	Mike Campuzano	949/254-1779
Moulton Niguel Water District	27500 La Paz Road	Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Communication	27121 Towne Centre Drive	Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company (714) 634-3185 at least 2 working days prior to the start of construction.

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not, and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period, and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities.

By submitting a bid, the Contractor acknowledges the above referenced utility work to be done in conjunction with this Project. The Contractor shall schedule his work and conduct his operations so as to permit access and time for the required utility work to be accomplished during the progress of the work.

The Contractor shall coordinate with each utility company as to the extent of required work and the time required to do so. The Contractor shall include this time in his schedule. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters will be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk. The Contractor shall prepare a Stormwater Pollution Prevention Plan, shall use Best Management Practices and comply with all NPDES and State Construction Permit requirements pertaining to water quality to minimize adverse water quality impacts from the project before initiating construction. The payment for this work of plan preparation and field implementation, as required, and compliance with permits is deemed included in the lump sum price paid for Mobilization and no additional compensation shall be allowed therefore.

REMOVAL OF WATER

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. No concrete footing or floor shall be laid in water nor shall water be allowed to rise over them until the concrete or mortar has set at least two (2) hours. Water shall not be allowed to rise unequally against any walls for a period of twenty-eight (28) days. Dewatering for the structures and pipelines shall commence when ground water is first encountered, and shall be continuous until such time as water can be allowed to rise in accordance with the above statement. Dewatering shall be accomplished by well points or some other method which will insure a dry hold and preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the City Engineer.

Dewatering methods and disposal of water from dewatering operations shall be the sole responsibility of the Contractor and shall conform to the requirements of the State Regional Water Quality Control Board, the requirements of the National Pollution Discharge Elimination System (NPDES), and the Federal Clean Water Act. Full compensation for dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

WASTE DISPOSAL

Contractor shall only utilize waste containers from the City Franchisee, CR&R, (P. O. Box 1100, San Juan Capistrano, CA 92693-1100, 949-728-0446 Ext. 1232) for all recyclables and waste debris. Contractor shall record the quantity (tons) of recyclable or green waste materials diverted from land fills and report this data to the City at the end of the project.

STANDARD SPECIFICATIONS

The Standard Specifications of the City are contained in the 2018 edition of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, also known as the "Greenbook", including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern

California District of the Associated General Contractors of California, which is incorporated herein by this reference. Copies of these Standard Specifications are available from the publisher:

BNi Building News
Division of BNi Publications, Inc.
990 Park Center Drive, Suite E
Vista, California 92801
(760) 734-1113

The Standard Specifications set forth above will control the general provisions for this Contract except as amended by the Plans, General Specifications, Special Provisions, or other Contract Documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, addition, or that are specifying options are stated in the Special Provisions.

In case of conflict between the Standard Specifications and the General Specifications or Special Provisions, the General Specifications and Special Provisions shall take precedence over and be used in lieu of such conflicting portions of the Standard Specifications.

References in the Special Provisions to "CALTRANS Standard Specifications" shall mean the latest edition of the Standard Specifications of the State of California, Department of Transportation. Copies of these specifications and standard drawings may be obtained from:

California Department of Transportation
Publications Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815-3800
Telephone (916) 263-0822
Fax (916) 263-0470

References in the Special Provisions to Standard Plans shall mean the Standard Plans for Public Works Construction, latest edition (written and promulgated by the Public Works Standards, Inc.), and, where applicable and as determined and selected by the City Engineer, those specific standard plans of the City of Laguna Hills, the County of Orange and/or the State Department of Transportation, latest editions.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

The City has determined that the work on this Project requires work of labor categories which are subject to the State of California Department of Industrial Relations prevailing rates of per diem wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the work provided pursuant to the Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of the Agreement.

Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

a) The Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City") and Contractor agree to be bound by all the provisions thereof as though set forth in full herein.

b) Contractor shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the effective date of this Agreement.

c) Contractor agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (h are on file with City, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the term of this Agreement.

d) Pursuant to California Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

e) Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. Contractor shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (See, e.g., Cal. Labor Code §1815.)

f) Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of

the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to an applicable apprenticeship committee that can supply apprentices to the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

RESOLUTION OF CONSTRUCTION CLAIMS

California Public Contract Code (PCC) section 9204 as adopted by Assembly Bill 626 prescribes a process to present, confer, and mediate all construction claims relating to the City's public works project.

"Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or another public improvement of any kind.

"Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested for (A) a time extension, including, without limitation for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled, or the amount the payment of which is disputed by the local agency. (PCC 9204(c)(1))

For any claim subject to this article, PCC section 9204 requires the following:

- a) The claim shall be submitted by the Contractor in writing, sent by registered mail or certified mail with return receipt requested and must include the documents necessary to substantiate the claim. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims. However, upon receipt of

a claim, the City, and the Contractor may, by mutual agreement, extend the time period provided by statute.

- b) For claims of all amounts, the City shall respond within 45 days of receipt of the claim, and provide the claimant a written statement identifying which portion of the claim is disputed and which portion of the claim is undisputed. If the City requires approval from the City Council, and the City Council does not meet within the 45-day period to respond, the City shall have up to three days to issue its response following the City Council meeting.
- c) For all portions of a claim determined to be undisputed, the City must process payment to the claimant within 60 days of issuing the City's written determination.
- d) If the claimant disputes the City's response, or if the City fails to respond within the time limits provided, the claimant may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand must be sent in writing by registered or certified mail, return receipt requested. Upon receipt of a demand, the City must schedule a meet and confer conference within 30 days for settlement of the disputed claim.
- e) Within 10 business days following the conclusion of the meet and confer conference, if any portion of the claim remains in dispute, the City shall provide the claimant an addition written statement identifying the portion of the claim that is undisputed and the portion that remains in dispute.
- f) For all portions of a claim determined to be undisputed, the City must process payment to the claimant within 60 days of issuing the City's written determination.
- g) Any remaining undisputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation in which the parties share the cost evenly. The City and the claimant shall mutually agree on a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree, each party shall select a mediator and those mediators shall jointly select a qualified, neutral third party to mediate the remaining undisputed claim. Each party shall bear the respective costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside of PCC section 9204.

Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under PCC Section 20104.4 to mediate after litigation has been commenced.

PCC Section 9204 does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program if mediation under this section does not resolve the parties' dispute.

Should the City fail to respond to a claim, or fail to issue written statements as required, the Contractor's claim is deemed denied. A claim denied by reason of the City's failure to respond shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

Amounts not paid in a timely manner as required by PCC 9204 shall bear interest at seven percent per annum.

NOTICE OF THIRD-PARTY CLAIMS

In accordance with PCC Section 9201, the City will provide timely notification to Contractor of the receipt of any third-party claim relating to the Agreement. The Contractor agrees to reimburse the City for its reasonable costs incurred in providing such notice.

CLAYTON ACT AND CARTWRIGHT ACT

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

CITY OF LAGUNA HILLS

SPECIAL PROVISIONS FOR SPECIFICATIONS FOR

CITYWIDE SIDEWALK REPAIRS & CONCRETE CONSTRUCTION PROJECT, CIP NO. 106

PART 1 - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS.

1-2 DEFINITIONS.

City	- City of Laguna Hills
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Orange
Engineer	- City Engineer
Federal	- United States of America
State	- State of California
Contractor	- Contractor, its workers, employees and agents
Project	- Community Center and Sports Complex Site Improvements

1-3 ABBREVIATIONS.

1-3.2 Common Usage. [Add the following to this section]:

MUTCD	- Manual of Uniform Traffic Control Devices, including the California Supplement
OCPW	- Orange County Public Works Department
SPPWC	- Standard Plans for Public Works Construction
SSPWC	- Standard Specifications for Public Works Construction
FHWA	- Federal Highway Administration
HUD	- Housing and Urban Development

1-7 AWARD AND EXECUTION OF CONTRACT.

Within three (3) days of bid opening contractor must submit:

- If a bid bond is submitted with a 10% of Bid designation for the amount as noted in the City Approved Bid Bond form, a revised Bid Bond with numerical dollar values, both in words and with digits, shall be submitted to the City within three (3) days of bid opening.

Within five (5) working days after the date of the Notice of Apparent Low Bidder, the Contractor shall execute and return the following documents to the City:

- All Insurance Requirements set forth herein
- Two (2) Original Signed Contract Agreements

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following documents to the City:

- Faithful Performance Bond
- Material and Labor Bond
- Construction Schedule
- Traffic Control Plan
- Water Pollution Control Plan
- Form W-9
- Encroachment Permit Application
- Construction Materials Submittals

FAILURE TO COMPLY WITH ALL OF THE ABOVE WILL RESULT IN ANNULMENT OF THE AWARD AND FORFEITURE OF THE PROPOSAL GUARANTEE AT THE SOLE DISCRETION OF City.

The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials. A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the Contract and bonds for the corporation have the authority to do so.

1-7.2 Contract Bonds. [Replace section with the following]:

Both the Faithful Performance Bond and the Material and Labor Bond shall each be for not less than one hundred percent (100%) of the total Contract amount. The Material and Labor Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will be held for one year after the date of recordation of the Notice of Completion.

Prior to the acceptance of any bond, the City shall verify that the surety is an admitted surety in the State of California. If requested by the City, the Contractor shall provide other information specified in the Code of Civil Procedure Section 995.660 to enable the City to verify the sufficiency of the bond.

Should any bond become insufficient, the Contractor shall correct the insufficiency within ten (10) calendar days after receiving notice from the City. The Contractor shall provide the City with evidence of the correction within ten (10) calendar days of said correction. Should any surety at any time be unsatisfactory to the City, written notice will be given to the Contractor to that effect. No further payments shall be deemed due or will be payable under the Contract until Contractor submits an acceptable bond from a surety accepted by the City. Changes to the work or extensions of time made pursuant to the Contract Agreement shall in no way release the Contractor or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

SECTION 2 – SCOPE OF WORK.

2-1.1 PLANS AND SPECIFICATIONS [Add the following to this section]:

The Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-constructed conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement has been met.

2-2 PERMITS. [Add the following to this section]:

Prior to the start of any work, the Contractor shall take out the applicable City and State permits and make arrangements for City and State inspections. Requests for inspections shall be made to the City at least 24 hours in advance of need. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City will waive any City permit fees.

Further, Contractor shall ensure that its employees, agents, contractors, and subcontractors conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to nondiscrimination, sexual harassment, and ethical behavior throughout the duration of the Contract. Contractor shall not retain or employ an unlicensed subcontractor to perform work pursuant to this Contract. Contractor shall notify the City immediately and in writing of its employees', agents', contractors' or subcontractors' inability to obtain or maintain, irrespective of the pendency of any appeal, any such licenses, permits, approvals, certificate, waivers, and exemptions that may be required. Such inability shall be cause for termination of this Contract

2-3 RIGHT-OF-WAY. [Add the following to this section]:

The City will acquire all rights of way, easements and rights of entry as required for this Project. The Contractor shall verify that the acquisition(s) is completed prior to beginning any work outside of the public right of way. All cost for re-mobilization, downtime, etc. due to delays in obtaining the required rights of way, easements and rights of entry shall be included in all other items of work and no additional compensation will be allowed. In the event the required easements have not yet been acquired by the City, the Contractor shall conduct its operation so as to confine its work to the limits of the existing right-of-way.

2-8 EXTRA WORK.**2-8.2 Payment.****2-8.3 Markup.**

(a) **Work by Contractor.** [Add the following to this section]: The following percentages shall be the maximum added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor	20
2) Materials	15
3) Equipment Rental	15
4) Other Items and Expenditures	15

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

(b) **Work by Subcontractor.** [Add the following to this section]: When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the

subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order and pickup or yard trucks used by the above personnel. These costs shall be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

The costs of rental equipment shall not exceed the equipment rental rates in the surcharge and Equipment Rental Rates, as published by the State of California Business, Transportation, and Housing Agency and the California Department of Transportation, Division of Construction for the current fiscal year.

2-10 DISPUTED WORK. [Add the following to this section]:

If the Contractor and the City are unable to reach an agreement on disputed work, the City may direct the Contractor to proceed as directed. The City shall have the option, at its own discretion, to pay for said work through unilateral change order executed by the City after conducting its own analysis of the reasonable costs thereof. Although not to be construed as proceeding under extra work provisions in Section 3-3, the Contractor shall keep and furnish records of disputed work in accordance with Section 3-3.

In any case where the Contractor believes extra compensation is due the Contractor for work or materials not clearly covered in the Contract, or not ordered by the City as "extra work", the Contractor shall notify the City in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which Contractor bases the claim. If such notification is not given, or the City is not afforded proper supporting documentation by the Contractor for keeping strict account of actual cost, then the Contractor shall be deemed to have waived the claims for such extra compensation. Such notice by the Contractor, and the fact that the City has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The validity of the claim must be determined by the City. If the City determines that the claim is well founded, it shall be allowed and paid for as "extra work"; if the City determines that the claim is not well founded, it shall be disallowed and not paid.

SECTION 3 – CONTROL OF THE WORK.

3-10 SURVEYING.

3-10.4 Permanent Survey Markers. [Add the following to this section]:

Prior to start of construction, the Contractor shall inventory all existing survey monuments and ties within the Project limits. Monument records are for information purposes only, and can be provided by the City upon request. The Contractor is responsible for ensuring that all survey monuments and ties are restored. The Contractor shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor. A copy of the filing shall be provided to the City prior to commencement of any work.

The Contractor shall obtain prior approval from the Engineer before setting new survey monuments. When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey marker is located, the Contractor shall install a new survey monument

to the new grade within seven (7) days of finished paving. The survey monument shall be installed to match the existing type destroyed. The Contractor will then reset ties and file a Corner Record Form in the Office of the County Surveyor.

3-10.5 Survey Services. [Add the following to this section]:

The Contractor will provide the initial surveying and the initial construction staking, if required for the construction of this Project. The cost of any additional surveying and/or construction staking primarily for the convenience of the Contractor and for replacement of stakes lost for any reason will be the responsibility of the Contractor. The Contractor shall make all requests in writing for construction stakes at least 48 hours in advance of the day required.

The Contractor shall be responsible for the finished work's conforming to the lines, grades and benchmarks given by the Engineer. The Contractor shall establish supplementary benchmarks, elevations, lines and grades and any other necessary controls which are not established by the Engineer and which are necessary to complete the work. Compensation for above work by the Contractor shall be included within the various items of work and no additional compensation will be allowed.

SECTION 4 - CONTROL OF MATERIALS

4-3 INSPECTIONS.

4-3.1 General. [Add the following to this section]:

The City will pay for inspection and materials testing. The Contractor shall pay for retests and re-inspections due to failure to meet Specifications. If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or City holidays, it shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees as provided by the Material Inspector and City Engineer. When Special Inspection is required, the Contractor shall notify the City and pay inspection fees 24 hours in advance. A 24 hour advance notice will be given during working hours, exclusive of Saturday, Sunday or City holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives. If the Contractor is directed by the City to work under this Contract more than 8 hours/day or more than 40 hours/week, the Special Inspection Fee requirements will be waived.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS. [Add the following to this section]:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all City, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

5-3 LABOR.

5-3.3 Payroll Records. [Add the following to this section]:

Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. Verified payroll records shall be submitted to the City by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

5-4 INSURANCE.**5-4.5 Compliance with Insurance Requirements.** [Add the following to this section]:

Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any work or services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

5-4.5.1 Types of Insurance Required. [Add the following to this section]:

As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (Insurance Services Office form CG 00 01) written on an occurrence basis with limits of at least two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) in the general aggregate, and four million dollars (\$4,000,000.00) for completed operations aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance (Insurance Services Office form CA 001) written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its

workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5-4.5.2 Acceptability of Insurers. [Add the following to this section]:

Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Line Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5-4.5.3 Insurance Endorsements. [Add the following to this section]:

Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

(1) Additional Insured: The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

(2) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to "ongoing operations", (2) exclude "contractual liability", (3) restrict coverage to "sole" liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(3) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Contractor's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for completed operations to effectuate this requirement.

5-4.5.4 Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5-4.5.6 Primary and Non-Contributing Insurance.

All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5-4.5.7 Waiver of Subrogation.

All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subcontractors.

5-4.5.8 Evidence of Coverage.

Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5-4.5.9 Requirements Not Limiting.

Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5-4.5.10 Enforcement of Agreement (Non-Estoppel).

Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5-4.5.11 Insurance for Subcontractors.

Contractor shall either: (1) include all subcontractors engaged in any work or services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subcontractors performing any work or services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section.

5-4.5.12 Other Insurance Requirements.

The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

A. Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Contractor agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to

monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the work or services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

5-4.5.13 Contractor's Liability; City Not Liable; Claims Resolution

A. Contractor's liability. The Contractor shall be responsible for any loss or damage that may occur to:

- The work or any part thereof;
- Any of the materials or other things used or employed in performing the work;
- Any injury to any person or persons, either workers or the public;
- Any damage to property resulting from any cause which might have been prevented by the Contractor, including defects or obstructions at any time before completion of the work and its final acceptance.

B. City ordered precautions. If, in the opinion of the City Engineer, the precautions taken by Contractor are not safe or adequate at any time during the term of the Contract, the City Engineer may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the City Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the City Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

C. City not liable. The City shall not be answerable or accountable in any manner, for any loss or damage that may occur to any of the following from any cause which might have been prevented by the Contractor:

- The work or any part thereof;
- Any of the materials or other things used or employed in performing the work;
- Any injury to any person or persons, either workers or the public;
- Any damage to property.

D. Claims Resolution. From time to time during the period of this contract, the City and/or the Contractor may be served with third-party claims, as a result of alleged conduct by Contractor. The following procedures shall be followed by City and Contractor:

For claims received by Contractor:

(1) Contractor shall provide City on a monthly basis details regarding any claim for damages to persons or property, including, date claim made, date of alleged damages, type of damages, alleged cause of damages and, as claims are resolved, details regarding Contractor's denial or payment of such claim and the reasons for denial or payment.

(2) Contractor shall resolve or deny any claim received within thirty (30) days of receipt. If Contractor is unable to resolve a claim within the thirty (30) days set forth

above, it shall, prior to the expiration of the thirty (30) days request and extension in writing from the City.

For claims received by City:

(1) City shall process any claims received pursuant to Chapter 3-12 (Claims Against the City) of the Laguna Hills Municipal Code.

(2) If after investigation of the claim, the City determines the Contractor is liable under this Contract, City shall tender the claim to the Contractor for proper handling and resolution.

E. Retention of Claimed Damages by City. The City may retain so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City until disposition has been made of such suits or claims for damages aforesaid.

5-7 SAFETY.

5-7.1.3 Traffic and Access. [Add the following to section]:

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall notify in writing all affected property owners of the proposed construction schedule a minimum of forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed. The "Notices" will be furnished by the Contractor.

Pedestrian access shall be maintained at all times during construction and shall be in accordance with the Americans With Disabilities Act.

5.7.2 Safety Orders

5.7.2.1 General. [Add the following to this section]:

The Contractor shall comply with the provisions of any City ordinances or regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation which is five feet or more in depth and into which a person is required to descent.

In accordance with Section 6705 of the Labor Code, prior to any excavation involving an expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to Engineer a written detailed

plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

Prior to beginning of excavations requiring shoring, the Contractor shall designate in writing to the Engineer someone whose responsibility it is to supervise the Project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring and bracing.

In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during construction of the Project.

In accordance with Section 7104 of the Public Contract Code, any public works contract which involves excavations that extend deeper than four feet below the surface shall provide as follows:

- I. That the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
 - A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - B. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally as inherent in work of the character provided for in the contract.
- II. The local public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
- III. That, in the event that a dispute arises between City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5-7.2.2.1 Storage of Equipment and Materials in Public Streets. [Add the following section]:

The Contractor is required to, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case the Contractor shall submit to City written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of site to be approved by City. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-Project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to City. The Notice of Completion will not be issued until said release is submitted.

5-7.2.2.2 Street Closures, Detours, Barricades. [Add the following section]:

The Contractor shall perform lane closures and all traffic control operations in accordance with the applicable details in the California MUTCD, latest edition. No work shall be performed until the required lane closure traffic control has been installed and approved by the City. If the City does not feel that the Contractor is properly and safely implementing the MUTCD details, then work shall be stopped until such time as the Contractor can successfully remedy the deficiencies.

Portable delineators (traffic cones are not allowed), which conform to the California MUTCD, latest edition, shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 25 feet. The minimum lane transitions shall be a 50 to 1 taper. Double base delineators will be required.

The Contractor shall schedule the order of his work such that no travel lanes are closed before 9:00 A.M. or after 3:30 P.M. daily. A minimum of one through travel lane and all turning lanes in all directions with flaggers will be required at all times. The same number of travel lanes currently in use shall be opened to traffic during non-working hours. No street closures shall be made unless indicated on the approved traffic control plans. The traffic signal and traffic signal detectors shall remain operational continuously during the construction, and traffic loops that require replacement shall be disrupted no more than 5 calendar days before their replacement. **No night work will be allowed, unless otherwise specified on the Plans or as approved by the City. Weekend work may be allowed subject to approval by the City.**

The Contractor shall provide, at his expense, advanced warning signs advising the public of the impending major construction project and his proposed schedule. Said signs shall be posted at all major approaches to the construction zones a minimum of one week prior to the start of construction.

The Contractor shall designate at least one worker solely for the provision and maintenance of traffic control.

The Contractor shall be responsible for providing temporary access to all intersecting streets and driveways throughout the workday and at the end of each workday. A minimum of one access point shall be maintained for each commercial business during their normal business hours. **Pedestrian access shall be maintained at all times and temporary and permanent pedestrian access shall be in accordance with the Americans with Disabilities Act.**

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area and shall be maintained in a new or like new condition, free of damage and graffiti.

If the traffic delineators are damaged, displaced or not in an upright position, from any cause, said delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

The Contractor shall furnish competent flagmen to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the California MUTCD. The equipment shall be furnished and kept clean and in good repair by the Contractor, at Contractor's expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at its own expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access.

1. Fire Department: Orange County Fire Authority, (714) 573-6000
2. Police Department: Orange County Sheriff's Department, (714) 647-7000
3. School Districts: Saddleback Valley Unified: (949) 586-1234, Capistrano Unified: (949) 489-7000
4. Trash Collection: CR&R, (877) 728-0446
5. Street Sweeping: Sunset Property Services, (949) 551-5151
6. Transit Operations: Orange County Transportation Authority (OCTA), (714) 560-6282
7. Fire Department: Station 18, (949) 858-9369
8. Mail Service: US Postal Service

The City Engineer may add additional entities to this list at his discretion.

All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction. Where construction detours and signing conflict with existing signing, the Contractor shall cover existing signs in a manner approved by the City. The Contractor shall also provide temporary traffic restriping, or reflective white or yellow plastic tabs, at the conclusion of each working day, if not sooner, as directed by the City, for any centerline, painted median or lane line that is obliterated by construction.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices. No later than 10 days after the award of the Contract, the Contractor shall furnish to the City, names, and telephone numbers of three persons responsible for this emergency service. In the event these persons do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be responsible for any cost incurred.

Prior to the start of each work day, the Contractor shall perform all necessary work incidental to and commensurate with the proper signing, detouring, barricading, etc., heretofore and hereinafter specified that is required for that particular day's schedule of operations. No construction shall be permitted until such signing and detouring operations have been completed and approved by the City.

Personal vehicles of the Contractor's employees shall only be parked in an allowed area as delineated by the City, and shall not be parked on the traveled way at any time, including any section closed to public traffic.

The Contractor shall also ensure that access to all side streets and driveways are maintained at all times. Work in front of or within driveways and side streets shall be conducted in a manner where at no time is access to property denied. Portions of driveway approaches that are not ready to be opened for traffic at the end of the workday shall be steel plated per the requirements noted in the previous paragraph. The Contractor shall use temporary AC surfacing at his own expense for traffic control as required to maintain traffic in a safe non-disruptive manner.

SECTION 6 - PROSECUTION AND PROGRESS OF WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

6-1.0 General. [Add the following section]:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. The schedule shall establish the order of work which minimizes disruption of existing travel lanes.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the respective Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Liquidated damages will be assessed pending receipt of any outstanding reports, as set forth in Section 6-9.1 below.

6-1.3 Construction Schedule (Critical Path Method) [Add the following section]:

The Contractor shall submit to the Engineer practicable critical path method (CPM) progress schedules in conformance with these Special Provisions. Whenever the term "schedule" is used in this section it shall mean CPM progress schedule illustrated by the Gantt Bar method. The schedule shall be prepared by qualified and experienced scheduling staff.

Schedules shall show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation or operations. The Contractor is responsible for assuring that

all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

The Contractor shall produce schedules using computer software and shall furnish compatible software for the Engineer's exclusive possession and use. The Contractor shall furnish network diagrams, narrative reports, tabular reports and schedule data as parts of each schedule submittal.

The number of activities shall be sufficient to assure adequate planning of the Project, to permit monitoring and evaluation of progress, and to do an analysis of time impacts.

Schedule activities shall include the following:

- A. A clear legible description.
- B. Start and finish dates.
- C. A duration of not less than one working day, except for event activities, and **not more than 40 working days**, unless otherwise authorized by the Engineer.
- D. At least one predecessor and one successor activity, except for Project start and finish milestones.
- E. Required constraints.
- F. Codes for responsibility, stage, work shifts, location and contract pay item numbers.

The Contractor may show a scheduled completion date that is later than the Contract completion date on an update schedule, after the baseline schedule is accepted. The Contractor shall provide an explanation for a late scheduled completion date in the narrative report that is included with the schedule.

The Engineer's review and acceptance of schedules shall not waive any Contract requirements and shall not relieve the Contractor of any obligation thereunder or responsibility for submitting complete and accurate information. Schedules that are rejected shall be correct by the Contractor and resubmitted to the Engineer within five (5) working days of notification by the Engineer, at which time a new review period of one week will begin.

Errors or omissions on schedules shall not relieve the contractor from finishing all work within the time limit specified for completion of the Contract. If, after, a schedule has been accepted by the Engineer, either the Contractor or the Engineer discovers that any aspect of the schedule has an error or omission, it shall be corrected by the Contractor on the next schedule.

Payment for the Project schedule and revisions/updates to the schedule shall be made under other items of work and no additional payment shall be made therefore.

6-1.4 Acceleration. [Add the following section]:

The City reserves the right to accelerate the work of the Contract at any time during its performance. In the event the City directs acceleration, such directive will be given to the Contractor in writing. The Contractor shall keep cost and other Project records related to the acceleration directive separately from the normal Project cost records and shall provide a written record of acceleration costs to the City on a daily basis.

In the event the Contractor believes that some action or inaction on the part of the City constitutes an acceleration directive, the Contractor shall immediately notify the City in writing that the Contractor considers the actions or inactions an acceleration directive. The Contractor shall not accelerate their work efforts until the City responds to the written notification. If acceleration is then directed or required by the City, all cost records referred to in the previous paragraph shall be maintained by the Contractor and provided to the City on a daily basis.

In order to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will only be overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will only be the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

6-3 TIME OF COMPLETION.

6-3.1 General. [Add the following to this section]:

The time for completion shall be as set forth in the General Specifications.

6-3.2 Contract Time Accounting. [Add the following to this section]:

The Contractor's activities shall be confined to the hours between 8:00 AM and 4:00 PM, Monday through Friday, excluding holidays, unless otherwise specified. Work shall be prohibited any time on Saturday, Sunday or Federal Holidays except as provided herein. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates (premium time) including benefits, overhead, and travel time and are established based on the City's current fee schedule or professional services agreement for construction inspection services. The service fees will be deducted from any amounts due the Contractor.

Construction activities during City Special Events may be restricted by City to exclude all or part of the work on primary arterial or access roads to the Special Events as determined by Engineer. The Contractor shall be responsible to ascertain the exact times of any such events within his proposed construction schedule which may restrict his operation and shall adjust his schedule accordingly. The construction restrictions shall only be for the actual days the events occur. All costs for maintaining traffic control, protection of work site and re-mobilization shall be deemed as included in the lump sum contract for their respective items and no additional compensation will be allowed.

6-3.3 Completion, Acceptance, and Warranty. [Add the following section]:

Work will be deemed completed on the same date when the Notice of Completion is recorded with the County of Orange.

6-9 LIQUIDATED DAMAGES. [Add the following to this section]:

It is agreed by the parties to the Contract that time is of the essence and that in the case that all the work is not complete before or upon the expiration of the time limit set forth, damage will be

sustained by the City. For each consecutive calendar day in excess of the time specified for the completion of the work, the Contractor shall pay to the City \$500.00. In addition, the City shall have the right to charge to the Contractor and to deduct from payments for the work the actual cost to the City of engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the Contract and which accrue during the period of such delay. The expenses and damages described above shall be deducted from any money due the Contractor under this contract. The Contractor and his sureties shall be liable for any excess cost.

6-9.1 Additional Liquidated Damages. [Add the following section]:

Additional liquidated damages will also be assessed in the amount of \$500.00 per calendar day for failure to follow a construction schedule or timely submit periodic progress reports as described in Section 6 of these Special Provisions.

Additional liquidated damages will also be assessed in the amount of \$500.00 per calendar day for failure to mobilize to the Project site within 10 working days of the date of the Notice of Proceed as specified in these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \$1,000.00 per day for failure to restore damaged utilities within three (3) working days as specified in Section 5 of these Special Provisions.

Additional liquidated damages shall be assessed in the amount of \$500.00 per day for failure to comply with, or implement, or maintain the Storm Water Pollution Protection Plan (SWPPP) or Water Pollution Control Plan (WPCP), as required, by the City's NPDES permit with the San Diego Regional Water Quality Board.

Additional liquidated damages shall be assessed in the amount of \$500.00 per incident that the Contractor fails to install the Best Management Practices (BMP's) within 24 hours of notification as described in Section 7-8.6.2 of the Special Provisions.

SECTION 7 - MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.2 Partial and Final Payment. [Add the following to this section]:

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month. The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-constructed conditions. The City shall withhold from the final payment \$15,000 in the event that the Contractor fails to return the control set of Plans and Specifications showing the as-constructed conditions.

SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract Agreement.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the City, and deposited with a State or Federally chartered bank

as the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the City, pursuant to the construction contract. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive interest thereon. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the City approved securities with the escrow agent, the escrow agent shall notify the City within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for City approval, and be held in the escrow account to meet the Contractor's obligations. Said securities shall be held by the escrow agent until such time as the escrow agent receives written notification from the City that the Contractor has satisfactorily completed his contract obligations.

Alternatively, the Contractor may request and the City shall make payment of retention earned directly to the escrow agent at the expense of the Contractor. The Contractor may direct the investment of the payment into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

The full five percent (5%) retention will be deducted from all payments. The City shall hold retainage from the Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the Contract work, and pay retainage to the Contractor based on these acceptances. The Contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Contract work by the City. Federal law (49 CFR Section 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion. . The City may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the City.

7-3.3 Delivered Materials. [Add the following to this section]:

Materials and equipment delivered but not incorporated into the work shall not be included in the estimate for progress payment.

7-3.4 Mobilization. [Add the following to this section]:

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site; for the establishment of all offices, buildings and other facilities necessary for the work on

this Project; and for all other work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the Project site. Mobilization is deemed to include all aspects of mobilization and de-mobilization work occurring during the life of the Project for any reason.

Full compensation for mobilization shall be included in the Contract **LUMP SUM** price bid for **Mobilization** and shall include full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein, and no additional compensation will be allowed. Mobilization shall not exceed 5% of the entire bid, excluding mobilization and as shown in the Proposal Bid Sheet.

SECTION 9 – FACILITIES FOR CONTRACT PERSONNEL. [Add this section]:

9-1 EXTENDED FIELD OFFICE OVERHEAD COST.

Within fourteen (14) calendar days after receipt of the Notice to Proceed, the Contractor shall submit written statement to the City detailing its field office overhead costs which are time related. The City will review this first cost submittal and reach a written agreement with the Contractor on a daily field office overhead cost rate which shall be memorialized in a no cost change order. The daily rate agreed to in this change order will be applicable throughout the duration of the Contract. No field office costs will be paid until such an agreement is reached between the City and the Contractor and the change order concerning this daily rate is executed by both parties. Progress payments will be withheld pending receipt of the above-referenced cost submittal and executed change order.

The individual cost components of the daily field office overhead rate shall represent costs which increase as a direct result of any time extension caused solely and exclusively by an act or omission of the City. This listing may include such cost items as on-site project management, supervision, Engineering and clerical salaries; on-site utilities and rent; on-site company vehicles and their operating expenses; and site maintenance and security expenses. Field office overhead costs which are unaffected by increased time shall not be allowable cost in calculating the daily field office overhead rate. These non-time related costs include, but are not limited to, acquisition and installation of stationary equipment; temporary construction facilities; utilities and office furnishings (unless such items are rented or leased); the preparation of the site including clearing, grubbing, grading, fencing, mobilizations and demobilization costs; and the costs of permits, bonds and insurance coverage for the Project.

The individual wage cost components used to calculate the daily field office rate shall be supported by actual employee payroll records, not salary ranges or estimates. Hourly rates for management, supervisory, engineering, and clerical employees shall be based upon 2080 work hours per year and shall not include allowances for holidays, vacations, or sick time.

When applicable, the daily field office overhead rate shall be multiplied by the number of days the Contract is delayed or extended by change order and shall be added to the agreed upon change order cost. The days of delay shall be those caused solely by the acts or omissions of the City and documented by a time impact analysis prepared and submitted by the Contractor. In the event a deductive change order is issued which reduces time under the Contract, the daily field office overhead rate shall be used to calculate the deductive amount. No allowance for overhead costs and no profit allowance shall be added to the extended field office overhead cost.

SECTION 10 - RESPONSIBILITIES OF THE CONTRACTOR [Add this section]:

10-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

10-1.1 General.

Conduct of the Work. The Contractor shall behave, at all times, in a courteous, professional manner. While on site, or entering or exiting the site, there shall be no extraneous activity that might cause disruption to the Project site, surrounding areas, or residents. Failure to comply may result in the suspension of work, or removal of contractor's staff from the Project.

Noise Levels. A noise level limit of 86 dbA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

10-2 COOPERATION AND COLLATERAL WORK.

The Contractor is advised as to the possibility of other construction projects within the proposed construction zone by the City, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule its work and conduct its operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the City Engineer in the event of a delay in scheduling caused solely by this concurrent work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

10-3 PROJECT SITE MAINTENANCE.

10-3.1 Cleanup and Dust Control.

The Contractor shall keep adjacent properties clean and free of rubbish and debris in a timely manner as necessary and/or as directed by the Engineer.

The Contractor shall implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and nonstormwater at the job site before they come in contact with storm drain systems and receiving waters.

10-3.1.1 Construction Cleaning [Add the following section]:

The Contractor shall:

- (a) Initiate and maintain a daily program to prevent accumulation of debris on-site and along access roads and haul routes. Maintain areas under Contractor's control free of waste materials, debris, weeds 6" high, and rubbish. Maintain site in a clean and orderly condition.
- (b) Provide suitable covered containers for deposit of debris and rubbish. Dispose of accumulation of extraneous materials, prohibit overloading of trucks to prevent spillages on access and haul routes and provide daily inspection of haul routes to enforce requirements.
- (c) The Contractor shall supply self-loading motorized street sweepers equipped with a functional water spray system as part of his daily program.
- (d) Schedule at a minimum, weekly collection and disposal of debris. Provide additional

collections and disposals of debris whenever the weekly schedule is inadequate to prevent accumulation.

The Contractor shall remove debris from closed or remote spaces prior to closing the space, control cleaning operations to minimize dust and other particulates and immediately remove clay and earth which adhere to the paved surface of the roadway. Remove by hand scraping, washing, sweeping, and/or other method(s) which will leave a clean non-skid surface without impairing, injuring or loosening the surface.

The Contractor is required to control dust throughout the life of the Contract. The control may be required by job conditions or City Engineer. In any case, the Contractor shall use water or other means to control the dust. No chemical agents may be used without written authorization from the Agency. The Contractor shall be solely responsible for safety problems, accidents or any other complications or claims arising from inadequate dust control.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

No separate payment will be made for any work performed or material used in cleaning the Project. Full compensation for such cleaning shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefore.

10-4 WATER POLLUTION CONTROL

10-4.1 Best Management Practices (BMPs)

Per the Federal Clean Water Act, the Contractor is required to eliminate pollution to waters of the United States in regards to this Project. This Project will require the Contractor to implement "Best Management Practices".

The Contractor shall submit a Water Pollution Control Plan (WPCP) as detailed in Appendix A. The Contractor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed that addresses his or her anticipated construction operations and meets the intent of the NPDES requirements. The Contractor shall obtain a Notice of Intent (NOI) from the State Water Resources Control Board and pay all related fees. The NOI shall be submitted as part of the WPCP. After the Notice of Award, the Contractor shall submit to the City a finalized and signed WPCP, which establishes the construction BMP requirements, for review and approval. No work will be allowed to begin without an approved WPCP on file with the City.

The Contractor shall utilize Best Management Practices (BMP's) outlined in the WPCP during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the primary Water Pollution Control measures anticipated for this Project include, but are not limited to, covering all storm drain inlets in the Project vicinity with water permeable fabric and gravel bags prior to performing any adjacent AC grinding, removal or paving operations or PCC ramp lip grinding; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel/sand bags on-hand when excavating new PCC sidewalk/ramp/curb/gutter improvements in the event of rain; properly containing all PCC treatment materials such as the coloring agents, exposed aggregate etching chemicals and surface treatment chemicals required to install the detectable warning mats; properly covering all

incoming material trucks and all out going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the work area and haul routes to the satisfaction of the Owner's Representative.

The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. San Diego Regional Water Quality Control Board
2. County of Orange

10-4.1.2 Payment

Full compensation for conforming to Subsection 7-8.6, including providing all necessary **Best Management Practices** shall be considered as included in the Contract **LUMP SUM** price for Best Management Practices and shall include finalizing and implementing the WPCP in accordance with the "Draft" WPCP and as detailed herein, and shall include full compensation for encroachment permit processing as related to the WPCP, furnishing all labor, tools, materials, and incidentals for implementing said approved / finalized WPCP.

10-6 CONTRACTORS RESPONSIBILITIES FOR WORK

Until Acceptance of the Work, the Contractor shall have the responsibility, charge and care of the Work and of the materials to be used therein (including materials for which it has received partial payment or materials which have been furnished by the City) and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the material occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of his responsibility for the work and materials as herein specified. If ordered by the City Engineer, the Contractor shall at his expense properly store materials which have been partially paid for by the City or which have been furnished by the City. Such storage by the Contractor shall be on behalf of the City, the City shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored, except on written authorization from the City.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act as though instructed to do so by the City.

PART 2 - CONSTRUCTION MATERIALS

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

PORTLAND CEMENT CONCRETE

201-1.1.2 Concrete Specified by Class and Alternate Class. [Add the following]:

The class of concrete shall be 520-C-2500 with a maximum slump of four (4) inches for all sidewalks, curbs and gutters. The class of concrete shall be 560-C-3250 or as specified by the Engineer for all foundations, driveways, and cross gutters. The concrete for the cross-gutters and driveways shall be designed for early high strength.

201-1.1.3 Concrete Specified by Special Exposure. [Add the following]:

Test for Portland Cement Concrete

1. All material shall comply with Orange County Standards, American Concrete Institute (Act 1) and Uniform Building Code.
2. Product Data:
 - a) Submit complete materials list of items proposed for the work. Identify materials source.
 - b) Submit admixture, curing compound, retarder, and accessory item product data.
 - c) Submit material certificates for aggregates, reinforcing, and joint fillers.
3. Submit concrete delivery tickets. Show the following:
 - a) Batch number
 - b) Mix by class or sack content with maximum size aggregate
 - c) Admixture
 - d) Air content
 - e) Slump
 - f) Time of loading
4. Submit concrete test reports.
5. Provide field quality control testing and inspection during concrete operations.
6. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples, and assist test agency and their representatives in execution of their function.

7. Testing:

- a) Provide slump test on first load of concrete delivered each day and whenever requested due to changes in consistency or appearance of concrete.
- b) Provide air indicator test and air meter tests for all air entrained concrete.
 - i) Perform air indicator test with a "Chase" AE 35 or equal air indicator, and air meter test in accordance with ASTM C231 or 173. Test first load of concrete delivered each day.
 - ii) Furnish copies of field records and test reports as listed for strength tests.
- c) Strength Testing:
 - i) Provide 1 set of 3 test specimens for each 50 cubic yards placed in any one day. Secure samples in accordance with ADTM C31.
 - ii) Test 1 specimen at 7 days and 2 specimens at 29 days in accordance with ASTM C39.
 - iii) Furnish copies of field records and test reports as follows:
 - 2 copies to City's representative
 - 1 copy to Contractor
 - 1 copy to Ready Mix supplier
- d) Record the exact location of the concrete in the work represented by each set of cylinders and show on test reports.
- e) Provide an insulated moist box for protection of the test cylinders until shipped to the laboratory.

201-1.2 Materials

201-1.2.1 Portland Cement. [Replace the first sentence of the first paragraph]:

All cement to be used or finished shall be Type V.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.2 Premolded Joint Filler. [Replace with the following]:

The Contractor shall use ¼" bituminous type expansion joint filler only.

201-4 CONCRETE CURING MATERIALS

201-4.1 Membrane Curing Compounds.

SP-25

Contractor shall use TYPE II "Hunts" clear curing compound, unless otherwise specified by the Engineer.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS

211-1.1 Laboratory Maximum Density. [Replace with the following]:

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D 1557.

211-1.2 Field Density. [Add the following paragraph]:

Field density tests will be made by the Engineer during the course of construction at the expense of the Agency. If field density tests indicate that any portion of the compacted subgrade has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas which have failed compaction will be performed by the Engineer at the Contractor's expense. The Contractor's compensation may be reduced for asphalt concrete compaction not in conformance with these specifications in accordance with the CalTrans Compaction Reduction Procedure.

PART 3 - CONSTRUCTION METHODS

300-1 CLEARING AND GRUBBING

300-1.3.2 Requirements. [Add the following]:

(d) Miscellaneous

In addition to the work outlined in subsection 300-1 of the Standard Specifications, the following items of work are included under Clearing and Grubbing unless otherwise covered by a specific bid item:

- (1) Mobilization/demobilization including multiple occurrences of mobilization/demobilization.
- (2) Clearing, removal, and disposal of debris generated from the work.
- (3) Hand removal and disposal of all vegetation, trees, tree roots, trash and other objectionable material from the affected portion of the project and areas adjoining thereto on a daily basis.
- (4) Protection of existing plant materials and fencing.
- (5) Preparation of a Stormwater Pollution Prevention Plan.
- (6) Sediment and erosion control implementation, Water Quality Best Management Practices and compliance with NPDES and State Construction Permit.

- (7) Protection and maintenance of existing improvements, including but not limited to fencing, storm drains, parking lot, sidewalks, utilities, and traffic controls within the construction zone, except those specifically directed by the Engineer to be removed or relocated.
- (8) Maintain dust control at all times. Developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work.
- (9) Daily clean up of work site. Daily litter removal. Daily street sweeping. Recycling of waste materials and provisions for refuse containers.
- (10) Preparation of a Traffic Control Plan and providing and maintaining traffic control and all signs, barricades and flashers necessary to maintain proper control and issuance of notices of access changes or parking space closures.
- (11) Notices to property owners, coordination with others and coordination with utility companies.
- (12) Surveying for establishment of line and grade (if any).
- (13) Submittal of a Parking Management plan that outlines a minimum of 75% of parking spaces to remaining available at all times during course of work.
- (14) Other items of work as directed in these Special Provisions.

300-1.4 Payment. [Add the following]:

Unless otherwise specified, compensation for clearing and grubbing shall be paid for at the **LUMP SUM** contract price and no additional compensation will be allowed. Payment shall include full compensation furnishing all labor, materials, tools, equipment and doing all work involved in clearing and grubbing as specified. Payment shall be limited to not more than 50.0% per progress payment.

300-2 UNCLASSIFIED EXCAVATION

300-2.2 Unsuitable Material [Add Subsection 300-1.3.2(a). "Bituminous Pavement" as Subsection 3090-2.2.3 and amend as follows]:

The areas and quantities shown on the plans are given only for the Contractor's aid in planning the work and/or preparing bids. The Engineer shall designate the limits to be removed and these designated areas shall be considered to take precedence over the areas shown on the plans. No guarantee is made that areas or quantities shown will equal the areas or quantities designated by the Engineer. Spilled or loose blocks of pavement and pavement cracks wider than 3/8 inch will be deemed justification for extending or adding to the removal and replacement of asphalt or Portland cement concrete pavement.

The areas indicated for removal and replacement shall be excavated to the full depth of the proposed pavement section for asphalt concrete removal and replacement. Where directed by the Engineer, additional aggregate base and/or native soil shall be removed to correct a subsurface problem.

300-2.6 Surplus Material. [Add the following]:

All surplus material shall be disposed of in a legal manner at the expense of the Contractor.

300-2.9 Payment

Payment for all unclassified excavation or fill, saw cutting, hauling, and disposal shall be included in the unit price for the various items of related work and no additional compensation will be allowed therefore.

SECTION 301 – TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS**301-1 SUBGRADE PREPARATION****301-1.3 Relative Compaction.** [Add the following paragraph after the first paragraph]:

Existing or new subgrade shall be compacted to 95% relative compaction in the top 12" of subgrade. Compaction requirements shall be as specified in Subsection 211-2.3 of the Standard Specifications.

301-2.4 Measurement and Payment. [Add the following]:

Payment for subgrade specifications shall be included in the unit price for the various items of related work and shall include full compensation for all labor, materials, equipment, and compaction for doing all work for setting the base.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION**303-5 CONCRETE CURBS, WALKS, GUTTERS, V-DITCHES, CROSS GUTTERS, WHEEL STOPS, ALLEY INTERSECTIONS, ACCESS RAMPS AND DRIVEWAYS****303-5.1 Requirements.****303-5.1.1 General.** [Add the following paragraph]:

Construction of Portland Cement Concrete curb and gutter, rolled curb, cross gutter, sidewalk, driveway approach, driveways, tree wells, v-ditches, and access ramps shall be constructed in accordance with the Contract Documents as modified herein and shall include the removal and replacement of 12" wide by 12" deep by "length of work of PCC" of deep lift AC paving.

Contractor shall take note that there are a variety of concrete sidewalk finishes and colors at the various locations of the identified work. Contractor shall match the existing color, texture and finish of the concrete being replaced.

Sawcutting, excavation, grading, preparation of subgrade and installation of crushed aggregate base if necessary for the construction of these items shall be included in each corresponding bid item and no additional compensation will be made therefore.

All cement products shall be Type V.

Curing compound shall be Type II conforming to the provisions in Section 201-4, "Concrete Curing Compound," of the Specifications. Contractor shall exercise caution in using such curing compounds so as to avoid spraying any cars which may be parked adjacent to the work site.

Contractor shall match existing curb face height and gutter width.

The Contractor shall schedule his operations so that P.C.C. work shall be constructed within forty-eight (48) hours subsequent to removals at any given locations.

As soon as the concrete will allow, strip the forms and trowel smooth the curb face and top. Tool the edges of expansion joints with an approved 1/8 edging tool.

After curing, AC deeplift shall be placed per pave-out detail. Completed curb and gutter, curb, sidewalk, cross-gutter, v-ditches, and driveways shall be protected from damage until accepted.

Concrete curbs, walks, gutters, v-ditches, wheel stops, and driveways shall conform to the Standard Specifications as modified by OCPW Standard Plan 1803 and herein. Prior to acceptance of the curb and gutter constructed by the Contractor, a flow test shall be conducted by the Contractor in the presence of the Engineer. Any new work found to be defective shall be repaired or replaced by the Contractor in accordance with Subsection 303-5.7 of the Standard Specifications.

Access ramps shall be constructed in accordance with Caltrans Standard Plan RSP A88A or equivalent, monolithic pour of curb and gutter and ramp, including a back-of-walk retaining curb and sidewalk as directed and as needed, and including cast in place blue truncated dome panels by Armor-Tile.

Any irrigation system damages shall be repaired to City's satisfaction.

303-5.2 Forms.

303-5.2.1 Standard Forms. [Add the following]:

1. Use flexible metal, 1" lumber or plywood forms to form radius bends.
2. Install, align and level forms, stake and brace forms in place. Maintain following grade and alignment tolerances.
 - a) Top of Form: Maximum 1/8" in 10'-0".
 - b) Vertical Face: Maximum 1/4" in 10'-0".
3. The Contractor shall include all fine grading and compaction with regard to setting forms during concrete placement.

303-5.4 Joints.

303-5.4.1 General. [Add to the first paragraph]:

The surface sidewalks shall be marked into rectangles of not less than 12 square feet nor more than 20 square feet with a scoring tool which will leave the edges rounded or scored to match the adjoining sidewalk.

A monolithic pour of sidewalk and curb and gutter shall not be permitted except at the access ramp locations.

303-5.4.2 Expansion Joints. [Modify second paragraph as follows]:

The expansion joints consisting of pre-molded Expansion Joint Filler (Bituminous Fiber Type) ¼-inch thick, shall be installed on all curb, gutter, and sidewalk as specified below:

1. At beginnings and ends of all curb and sidewalk returns.
2. Adjacent to walls and buildings at locations where sidewalk is constructed over the full width between the curb and walls.
3. As an alternate to weakened plane joints.
4. At a maximum of twenty (20) feet spacing in the curb and gutter.
5. At any other location where required by the Engineer.

Provide expansion joints using pre-molded joint filler at concrete work abutting curbs, walks, and other fixed objects.

1. Locate expansion joints as indicated. When not indicated, provide joints at maximum 10'-0" on center for curbs and walks. Align joints in abutting curbs and walks.
2. Install joint fillers full-width and depth of joint. Recess top edge below finished where joint sealants are indicated.
3. Install joint fillers full-width and depth of joint. Provide top edge flush with adjacent finished surface.
4. Provide joint fillers in single lengths for the full slab width, whenever possible. Fasten joint filler sections together when multiple lengths are required.
5. Where intersecting joints occur, joint top edge and continue any spliced joints without deviation of form line or direction.
6. Protect the top edge of the joint filler during concrete placement.

303-5.9 Measurement and Payment. [Amend paragraph with the following]:

The compensation for the removal of existing sidewalk, curb and gutter, local depression, ramps, driveway approach, driveway, cross-gutter, v-ditches, including removal of tree roots, protection of irrigation, and repair of irrigation damaged by the contractor, including saw-cutting to construct sidewalk, curb and gutter, curb, driveway approach, driveway, cross-gutter, v-ditch, and access ramp with blue truncated dome panels by Armor-Tile, the

use of high early strength concrete and removal, protection, and reinstallation of bus bench and trash receptacle, if any, and the matching of concrete color, texture and finish shall be included in each corresponding bid item, and no additional compensation shall be allowed.

The price bid for Concrete Surfacing to include full payment for all materials, labor, equipment and incidentals to remove existing equipment and construct concrete improvements.

303-7.1 General

All excavation, backfill and other earthwork incidental to performance of the work shall conform to the requirements of "Earthwork" Section 300.

PART 4 EXISTING IMPROVEMENTS

SECTION 402 – UTILITIES

402-7 LOCATION. [Add the following section]:

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

The existence and locations of utilities shown on the drawings have been determined by a search of the available records as provided by the respective utility owner. The exact locations have not been determined by potholing unless so indicated on the drawings. The Contractor shall determine the exact location of all existing utilities prior to commencing work. **Contractor agrees to be fully responsible for any and all damages which may be caused by his failure to exactly locate and preserve any and all underground utilities, whether shown on the plans or not.** In the event the Contractor encounters underground utilities not shown on the plans, he shall verify the exact location of the utility and immediately notify the Engineer, regardless of whether the unknown utility conflicts with the proposed construction or not. In the event of such a previously unknown conflict, the Contractor shall immediately notify the Engineer as to the extent, if any, of delays or additional costs resulting from said conflict. The Contractor shall perform work and provide necessary materials to disconnect or relocate existing utilities as indicated. Record on record drawings all existing utility termination points before disconnecting.

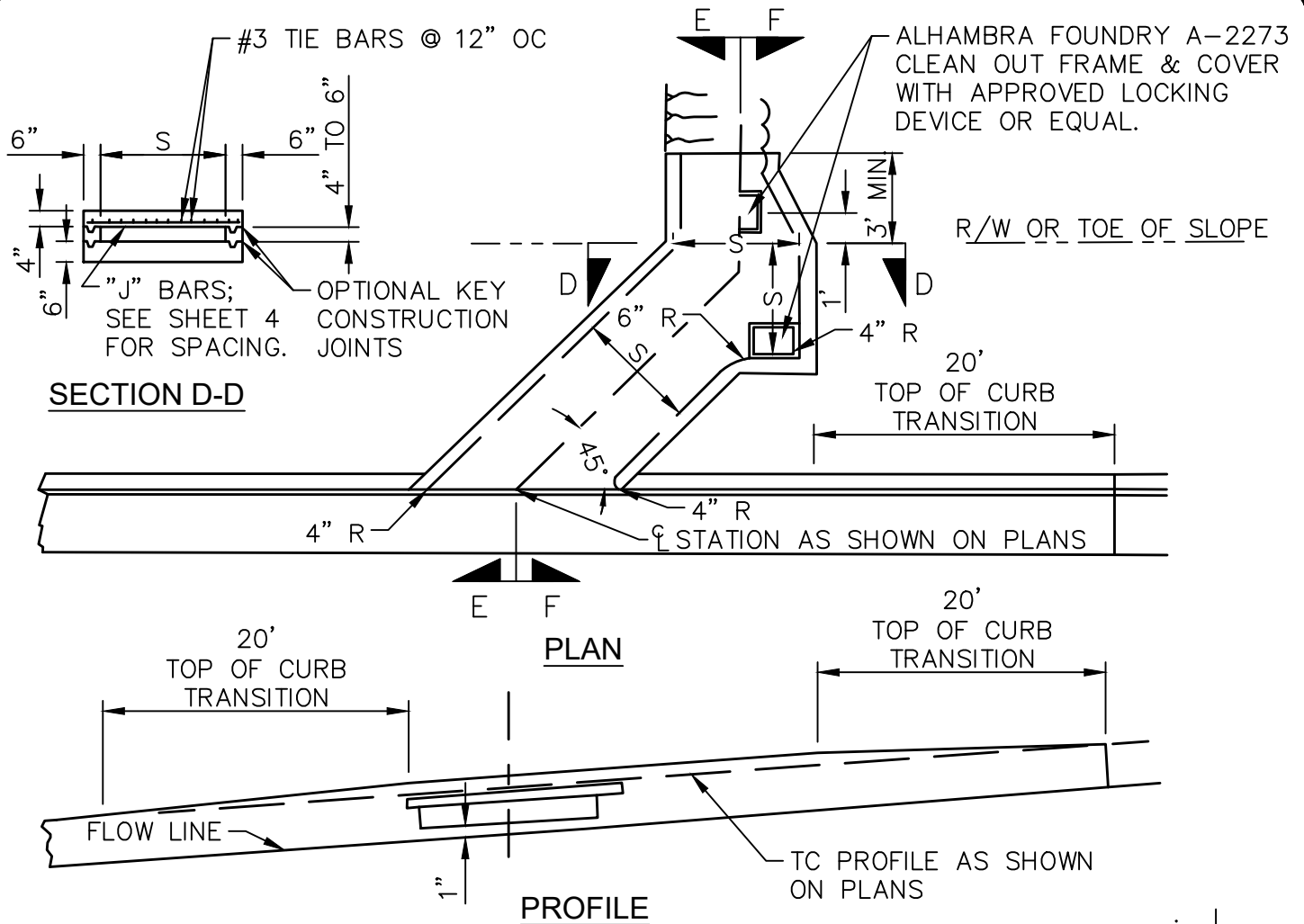
When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in operation.

In the event the Contractor damages an existing utility line, the Contractor shall restore damaged utilities within three (3) working days.

Pursuant to Government Code Section 4215, if any main or trunkline utility facilities that are not indicated in the drawings, plans or specifications and are determined by Contractor to be located on the site of any construction project that is a subject of the contract, the City shall assume the responsibility for timely removal, relocation, or protection of the existing main or trunkline utility facilities. The Contractor will be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of City or the utility owner to provide for removal or relocation of such utility facilities. Nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall

relieve the City from identifying main or trunklines in the plans or specifications. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays which are responsibility of the utility. Nothing herein shall be construed to relieve the utility from any obligation as required either by law or contract to pay the cost of removal or relocation of existing utility facilities. If the Contractor, while performing the contract, discovers utility facilities not identified by the City in the Contract Plans or Specifications, Contractor shall immediately notify the Engineer and utility in writing. The public utility, whether they are the owner, has sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

Appendix A
APPLICABLE STANDARD PLANS

**NOTES:**

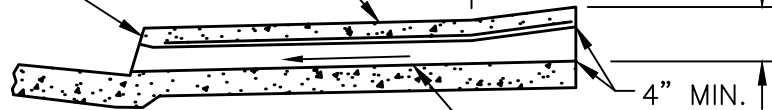
1. SEE SHEET 4 FOR DETAILS AND NOTES.
2. SPAN "S" AND HEIGHT OF OPENING AND CURB FACE AT CULVERT SHALL BE NOTED ON PLANS.

$3\frac{1}{2}" \times 3" \times \frac{5}{16}"$
FACE ANGLE

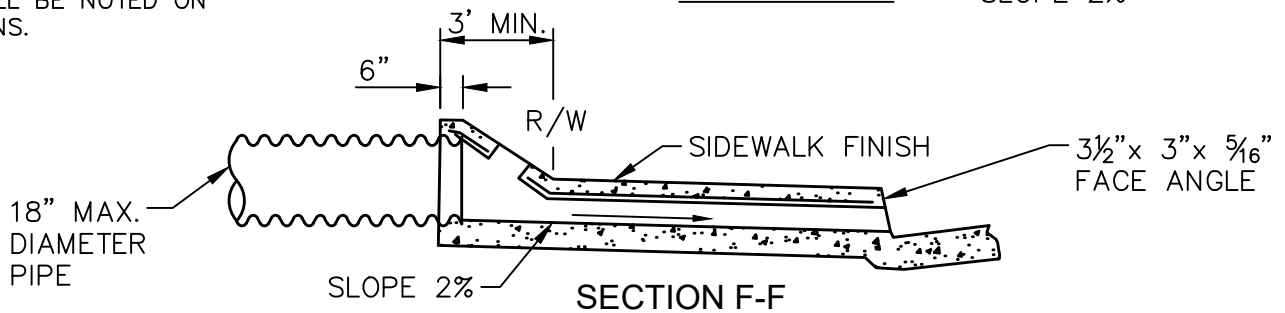
SIDEWALK FINISH

3' MIN. R/W

18" MAX. DEPTH

**SECTION E-E**

SLOPE 2%



COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved

Khalid Bazmi
Khalid Bazmi, County Engineer

Revision: August 2018

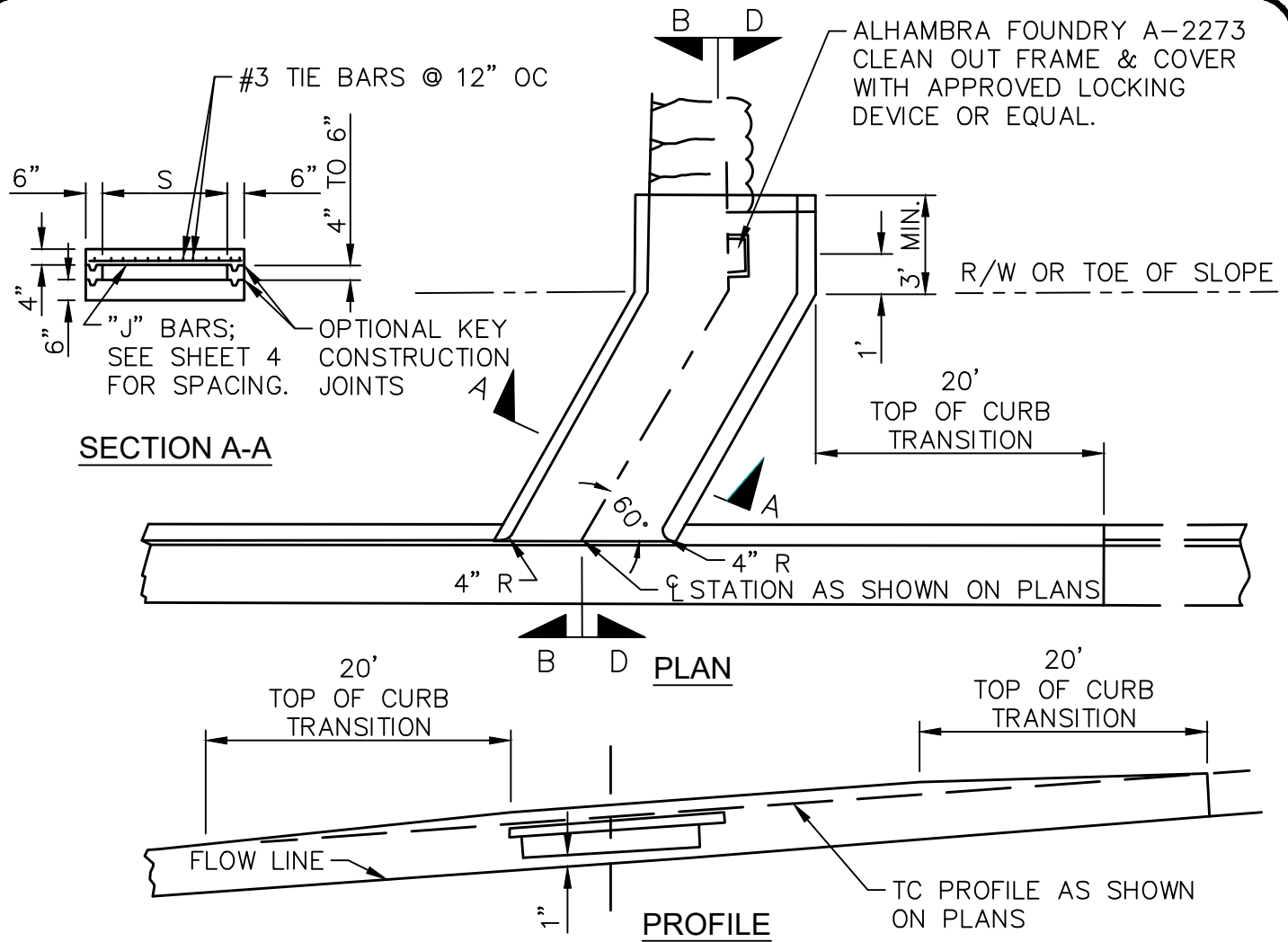
STD. PLAN

1309

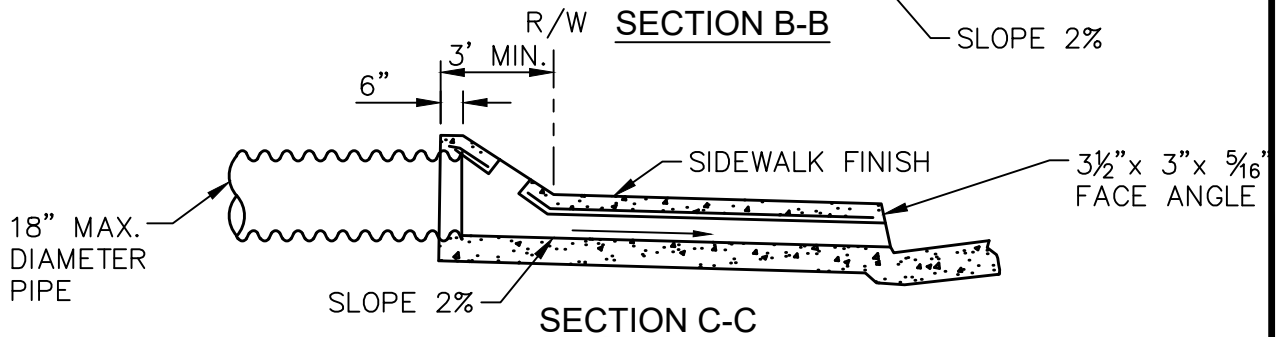
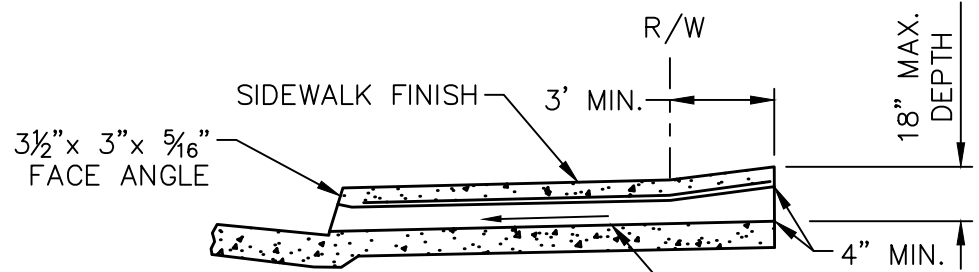
SHT. 1 OF 4

PARKWAY CULVERT TYPE - "A"

Packet Pg. 193

**NOTES:**

1. SEE SHEET 4 FOR DETAILS AND NOTES.
2. SPAN "S" AND HEIGHT OF OPENING AND CURB FACE AT CULVERT SHALL BE NOTED ON PLANS.



COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved

Khalid Bazmi, County Engineer

Revision: August 2018

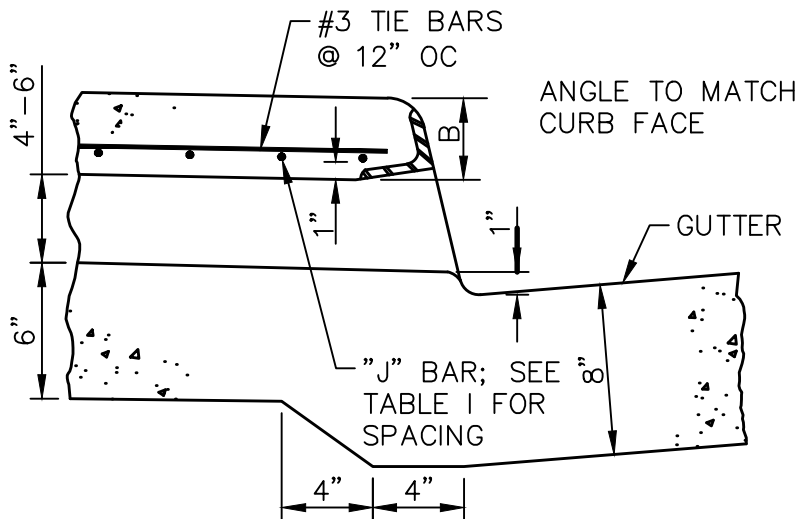
PARKWAY CULVERT TYPE - "B"

STD. PLAN

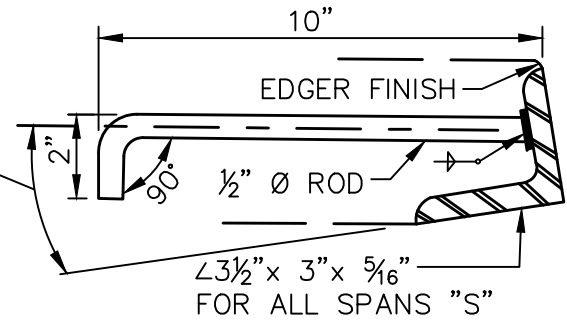
1309

SHT. 2 OF 4

Packet Pg. 194



OUTLET DETAIL



LENGTH OF CURB OPENING	NO. OF ANCHORS
3' OR LESS	2
3'-6" TO 6'-0"	3

FACE ANGLE ANCHOR
DETAIL

Span S	B	STEEL SIZE	SCHEDULE SPACING C-C	J-BARS LENGTH
2'-0"	3"	#3	7"	2'-9"
2'-6"	"	"	"	3'-3"
3'-0"	"	"	"	3'-9"
3'-6"	"	"	6"	4'-3"
4'-0"	"	"	5"	4'-9"
4'-6"	4"	"	6 1/2"	5'-3"
5'-0"	"	"	5"	5'-9"
5'-6"	"	"	4"	6'-3"
6'-0"	"	"	3 1/2"	6'-9"

TABLE 1

GENERAL NOTES:

1. USE PARKWAY CULVERT – TYPE "A" WHEN INLET VELOCITIES ARE 10 FEET PER SECOND OR GREATER.
2. USE PARKWAY CULVERT – TYPE "B" WHEN INLET VELOCITIES ARE LESS THAN 10 FEET PER SECOND.
3. USE PARKWAY CULVERT – TYPE "C" WHEN INLET VELOCITIES ARE LESS THAN 5 FEET PER SECOND.
4. FLOOR OF PARKWAY CULVERT SHALL HAVE A STEEL TROWEL FINISH.
5. ALL EXPOSED METAL SHALL BE GALVANIZED AFTER FABRICATION.
6. HEIGHT OF CURB OPENING FOR TYPES "A" & "B" PARKWAY CULVERTS WILL VARY WITH TYPE OF CURB.
7. SPAN "S" AND HEIGHT OF CURB OPENING WILL BE DETERMINED FROM THE REQUIRED HYDRAULIC CAPACITY AND LIMITED TO THE DIMENSION IN TABLE 1.
8. REINFORCING STEEL SHALL BE 1 INCH CLEAR TO INSIDE OF CULVERT, UNLESS OTHERWISE SHOWN.

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved

Khalid Bazmi
Khalid Bazmi, County Engineer

Revision: August 2018

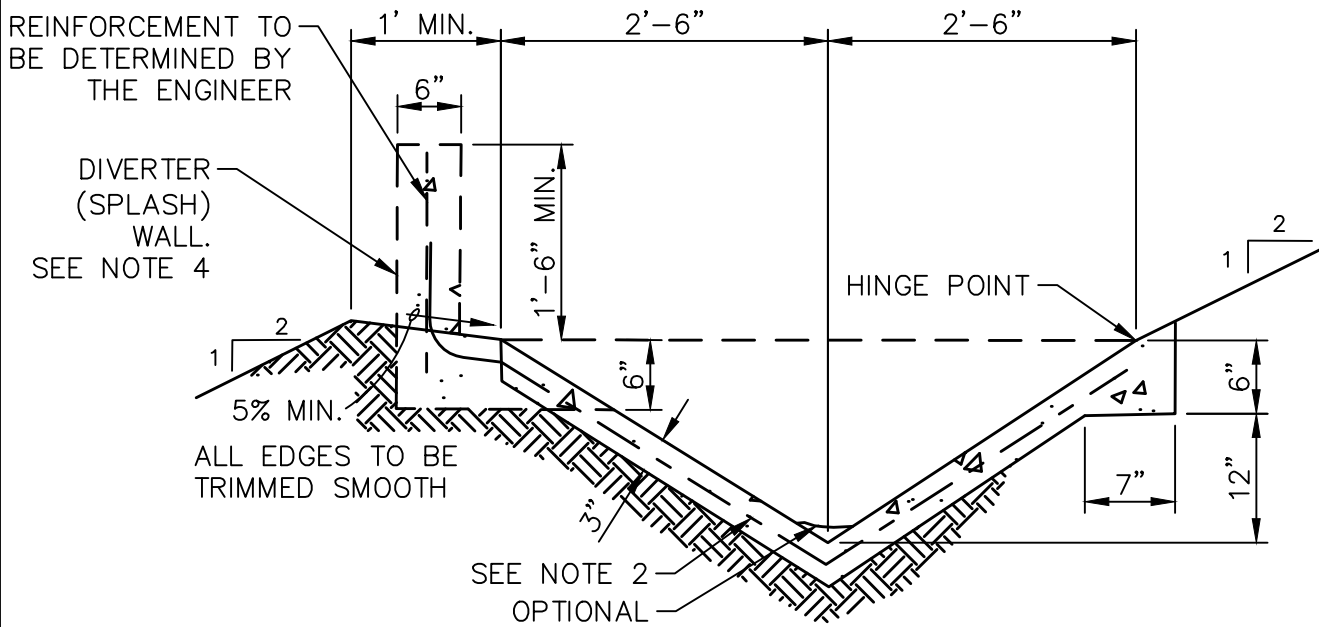
STD. PLAN

1309

SHT. 4 OF 4

PARKWAY CULVERT - DETAILS AND NOTES

Packet Pg. 196



TERRACE DRAIN

NOTES:

1. CONCRETE SHALL BE TYPE II OR V, CLASS 520-C-2500 OR 520-C-2500P (IF PUMPED) CONFORMING TO THE REQUIREMENTS OF OCPW STANDARD PLAN 1803. AIR-PLACED CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF SECTION 303-2, "AIR-PLACED CONCRETE," AND METHOD OF PLACEMENT SHALL CONFORM TO SECTION 303-2.1.3, "METHOD B (SHOTCRETE)" OF THE GREENBOOK, UNLESS OTHERWISE ALLOWED FOR BY THE ENGINEER.
2. REINFORCING SHALL BE 6-INCH X 6-INCH - W 1.4 X W 1.4 WWM OR ENGINEER APPROVED EQUAL. REINFORCEMENT SHALL HAVE A MINIMUM OF 1-INCH CLEAR COVER AND SHALL BE PROPERLY FIXED AND SUPPORTED DURING PLACEMENT OF CONCRETE.
3. GROUND SHALL BE PRE-WETTED TO THE SATISFACTION OF THE ENGINEER PRIOR TO PLACEMENT OF CONCRETE.
4. CONCRETE OR CONCRETE BLOCK DIVERTER (SPLASH) WALL SHALL BE CONSTRUCTED WHEN DOWN DRAIN TERMINATES AT TERRACE DRAIN. SEE PLAN FOR LOCATION AND DETAILS.

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved

Khalid Bazmi
Khalid Bazmi, County Engineer

Revision: August 2018

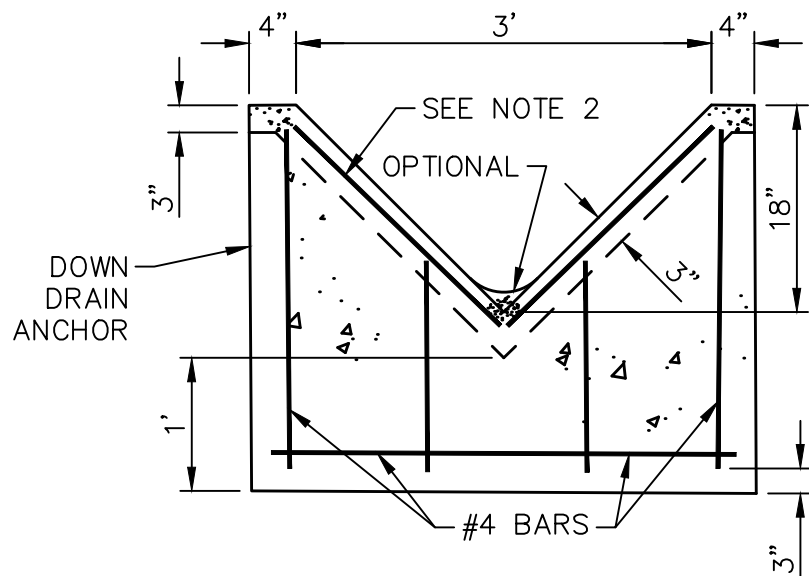
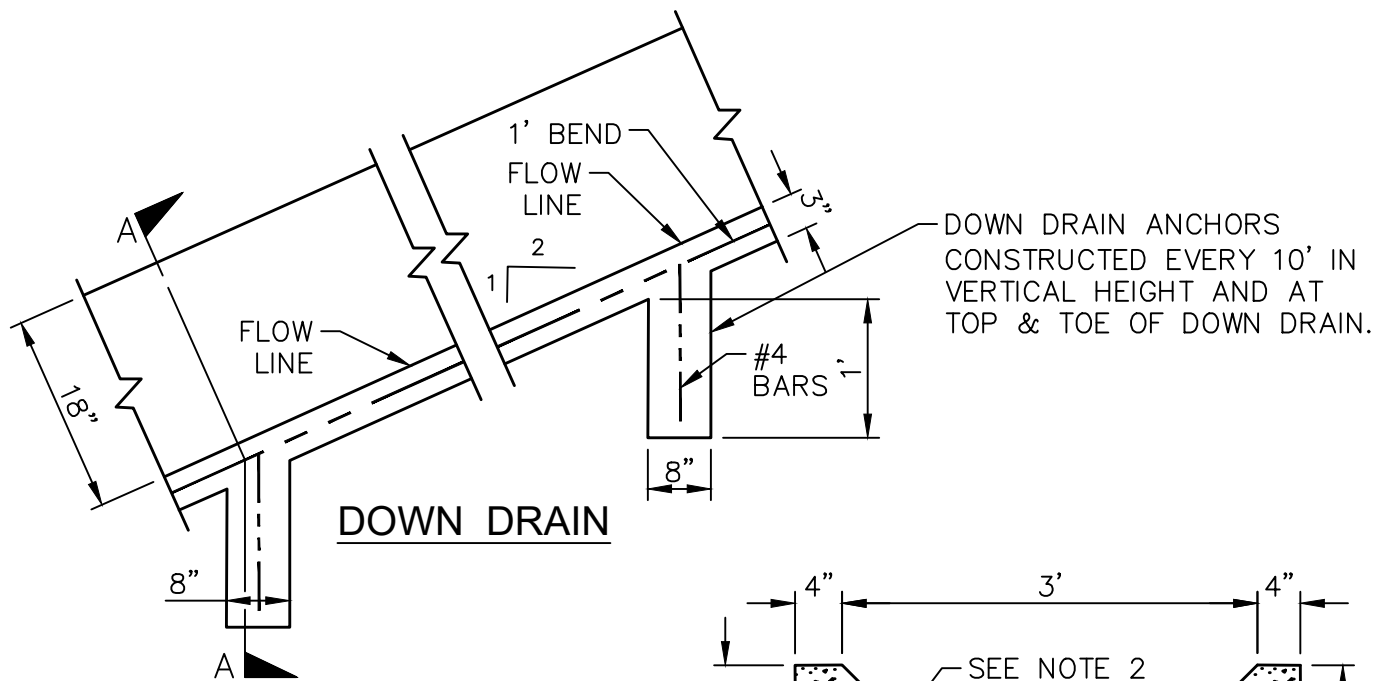
STD. PLAN

1321

SHT. 1 OF 3

TERRACE AND DOWN DRAIN

Packet Pg. 197



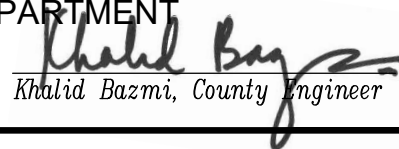
SECTION A-A

NOTES:

1. CONCRETE SHALL BE TYPE II OR V, CLASS 520-C-2500 OR 520-C-2500P (IF PUMPED) CONFORMING TO THE REQUIREMENTS OF OCPW STANDARD PLAN 1803. AIR-PLACED CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF SECTION 303-2, "AIR-PLACED CONCRETE," AND METHOD OF PLACEMENT SHALL CONFORM TO SECTION 303-2.1.3, "METHOD B (SHOTCRETE)" OF THE GREENBOOK UNLESS OTHERWISE ALLOWED FOR BY THE ENGINEER.
2. REINFORCING SHALL BE 6-INCH X 6-INCH - W 1.4 X W 1.4 WWM OR ENGINEER APPROVED EQUAL. REINFORCEMENT SHALL HAVE A MINIMUM OF 1-INCH CLEAR COVER AND SHALL BE PROPERLY FIXED AND SUPPORTED DURING PLACEMENT OF CONCRETE.
3. GROUND SHALL BE PRE-WETTED TO THE SATISFACTION OF THE ENGINEER PRIOR TO PLACEMENT OF CONCRETE.

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved


 Khalid Bazmi, County Engineer

Revision: August 2018

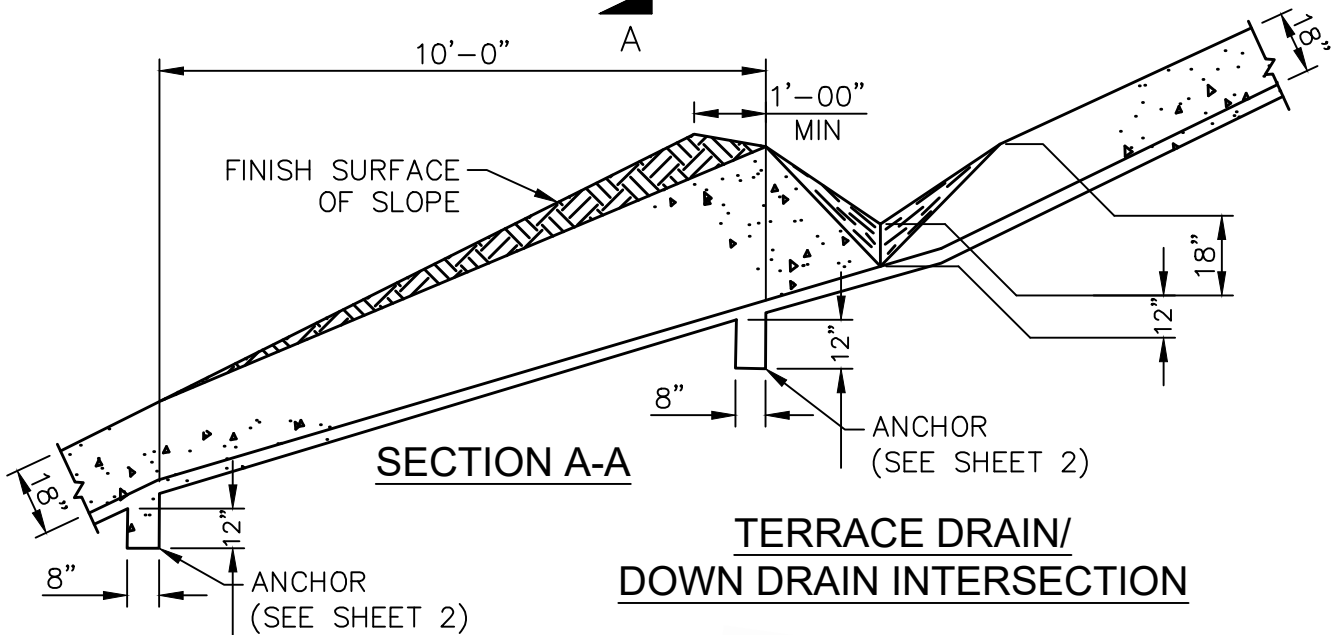
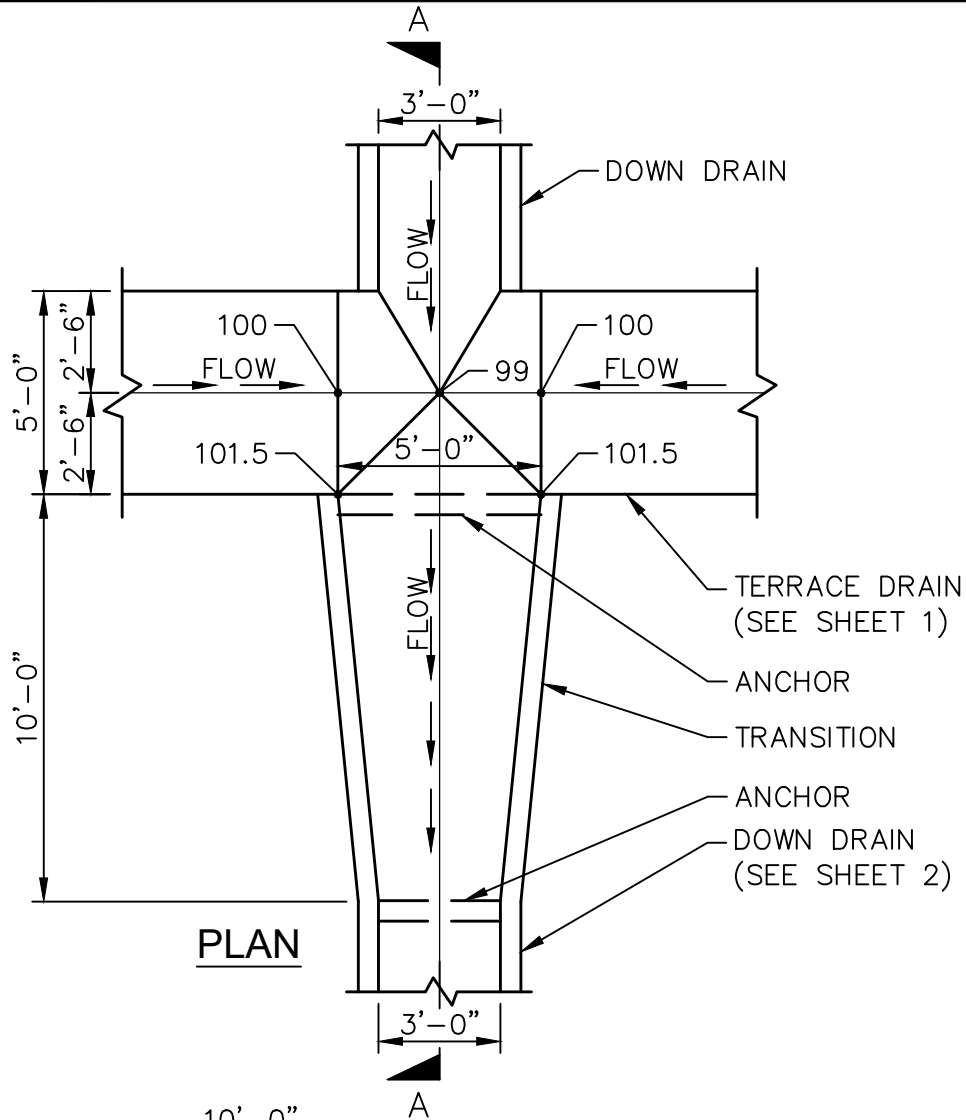
TERRACE AND DOWN DRAIN

STD. PLAN

1321

SHT. 2 OF 3

Packet Pg. 198



COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved

Khalid Bazmi
Khalid Bazmi, County Engineer

Revision: August 2018

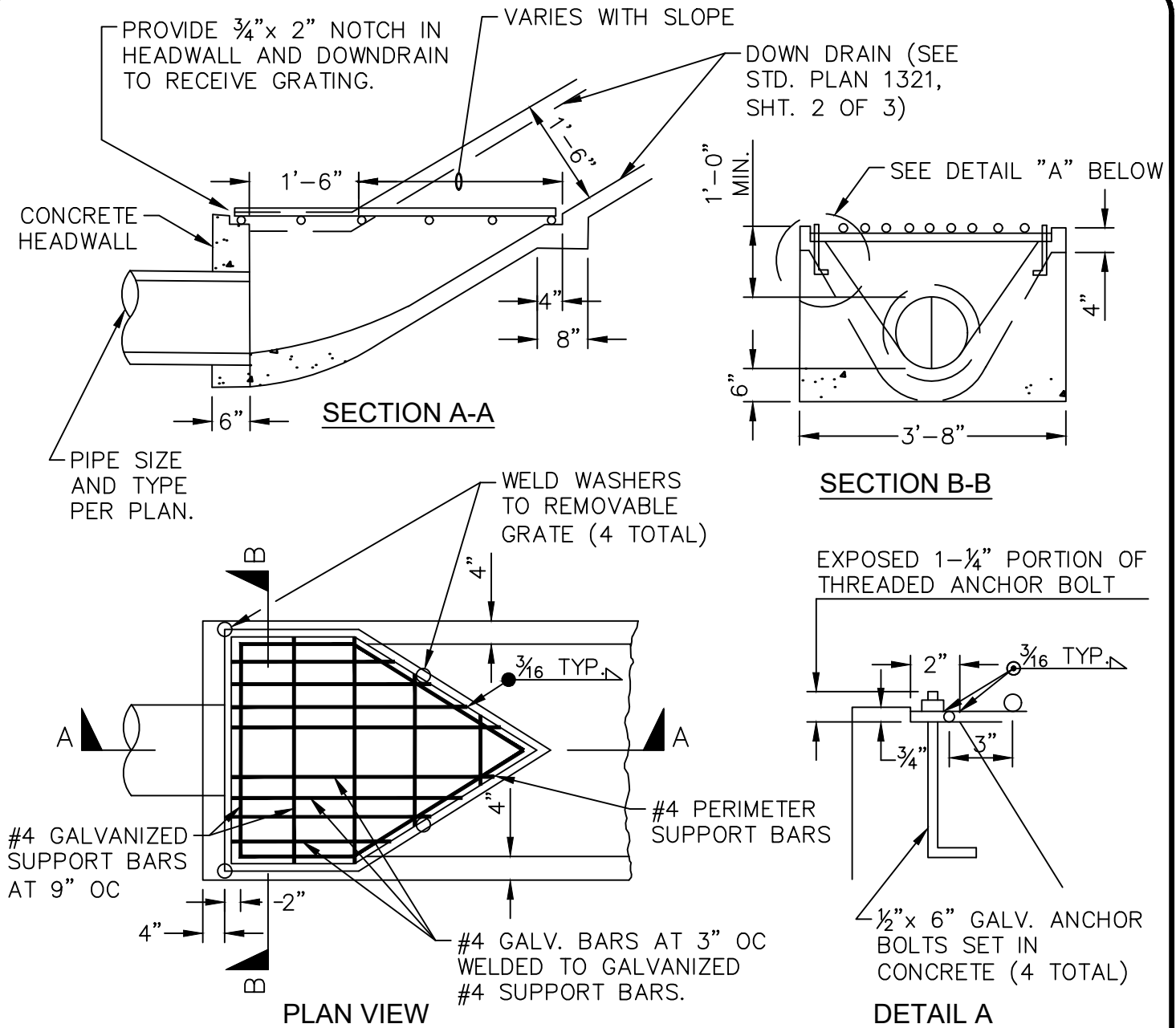
TERRACE AND DOWN DRAIN

STD. PLAN

1321

SHT. 3 OF 3

Packet Pg. 199



NOTES:

1. GROUND SHALL BE PRE-WETTED TO THE SATISFACTION OF THE ENGINEER PRIOR TO PLACEMENT OF CONCRETE.
2. REINFORCING SHALL BE 6-INCH X 6-INCH - W 1.4 X W 1.4 WWM OR ENGINEER APPROVED EQUAL. REINFORCEMENT SHALL HAVE A MINIMUM OF 1-INCH CLEAR COVER AND SHALL BE PROPERLY FIXED AND SUPPORTED DURING PLACEMENT OF CONCRETE.
3. GRATE SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Approved

Khalid Bazmi
Khalid Bazmi, County Engineer

Revision: August 2018

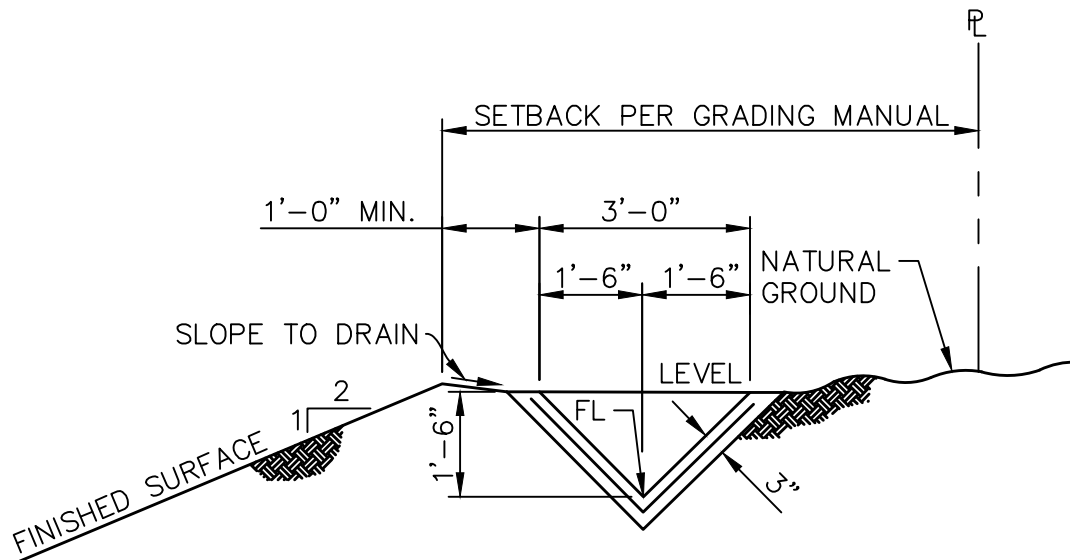
DOWNDRAIN TO PIPE TRANSITION

STD. PLAN

1331

SHT. 1 OF 1

Packet Pg. 200



NOTES:

1. CONCRETE SHALL BE TYPE II OR V, CLASS 520-C-2500 OR 520-C-2500P (IF PUMPED) CONFORMING TO THE REQUIREMENTS OF OCPW STANDARD PLAN 1803. AIR-PLACED CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF SECTION 303-2, "AIR-PLACED CONCRETE," AND METHOD OF PLACEMENT SHALL CONFORM TO SECTION 303-2.1.3, "METHOD B (SHOTCRETE)" OF THE GREENBOOK UNLESS OTHERWISE ALLOWED FOR BY THE ENGINEER.
2. REINFORCING SHALL BE 6-INCH X 6-INCH - W 1.4 X W 1.4 WWM OR ENGINEER APPROVED EQUAL. REINFORCEMENT SHALL HAVE A MINIMUM OF 1-INCH CLEAR COVER AND SHALL BE PROPERLY FIXED AND SUPPORTED DURING PLACEMENT OF CONCRETE.
3. GROUND SHALL BE PRE-WETTED TO THE SATISFACTION OF THE ENGINEER PRIOR TO PLACEMENT OF CONCRETE.
4. ANCHORS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD PLAN 1321 (SHEET 2) WHEN SLOPE EQUALS OR EXCEEDS 2:1.

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Revision: August 2018

Approved

Khalid Bazmi
Khalid Bazmi, County Engineer

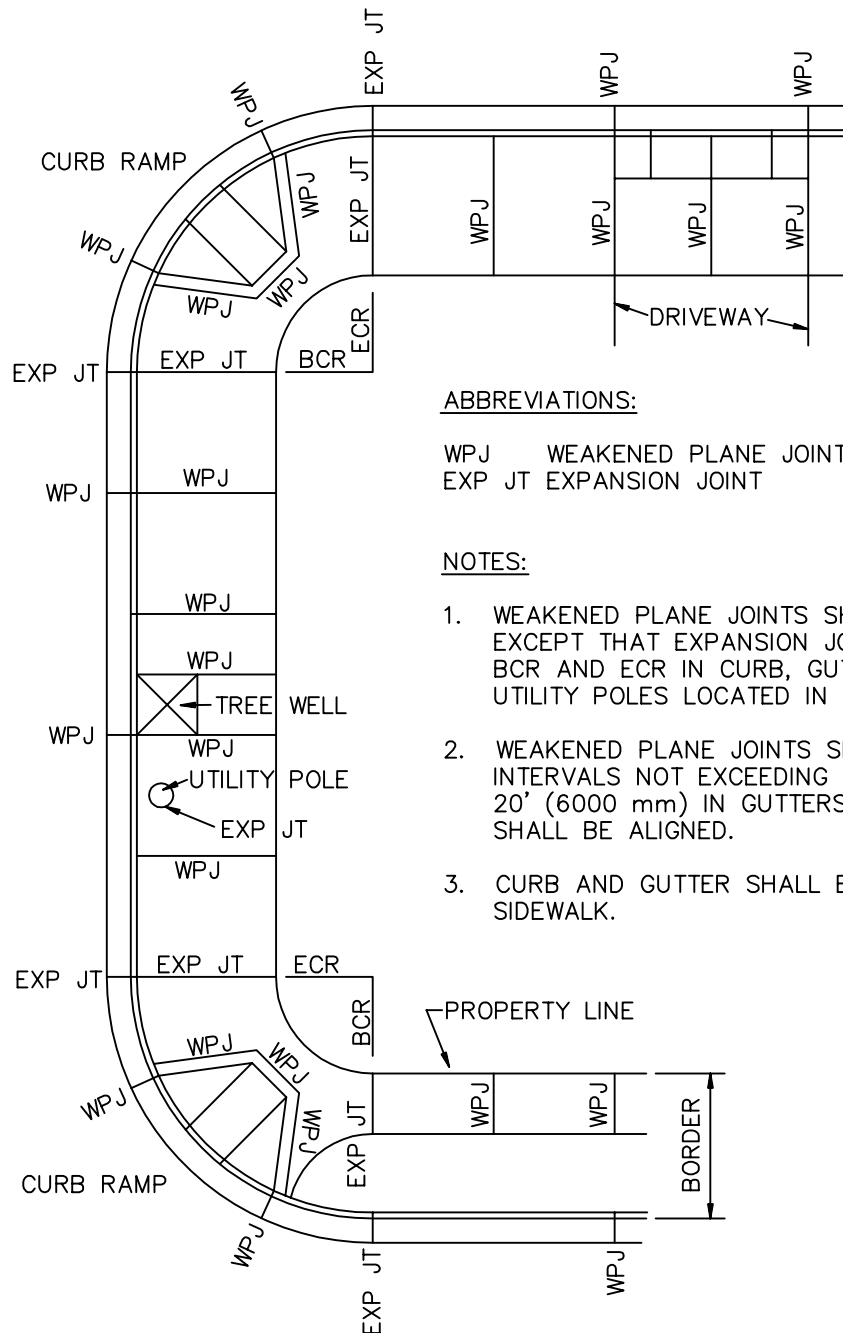
STD. PLAN

1332

SHT. 1 OF 1

INTERCEPTOR DRAIN

Packet Pg. 201



ABBREVIATIONS:

WPJ WEAKENED PLANE JOINT BCR BEGINNING OF CURB RETURN
EXP JT EXPANSION JOINT ECR END OF CURB RETURN

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

112-2

SHEET 1 OF 1

SEE OCPW STANDARD PLAN 112-2-OC FOR CONDITIONS

Packet Pg. 202

THE FOLLOWING STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION, OF THE PUBLIC WORKS STANDARDS, INC. HAVE BEEN ADOPTED BY OCPW WITH CONDITIONS WHICH SHALL APPLY TO OCPW USE. THE CONDITIONS ARE LISTED BELOW.

<u>SPPWC #</u>	<u>OCPW #</u>	<u>NAME AND CONDITIONS</u>
112-2	112-2-OC	<u>CURB AND SIDEWALK JOINTS</u>

1. WEAKENED PLANE JOINTS (WPJ) SHALL BE CONSTRUCTED IN CURB AND AND GUTTER NOT EXCEED 10 FEET.
2. WPJ SHALL BE A DEPTH OF $\frac{1}{4}$ TO $\frac{1}{3}$ OF THE CONCRETE THICKNESS.
3. EXPANSION JOINT (EXP JT) SHALL BE FULL DEPTH.
4. SIDEWALK:

WPJ SHALL BE QUICKJOINTS AND FINISHED WITH A BUTTERFLY TOOL ($R=\frac{1}{8}$ inch).

 - a. FORMED CURB AND GUTTER:

EXP JT SHALL BE $\frac{1}{4}$ INCH THICK PREMOLDED FILLER (ASPHALT SATURATED FIBER) IN THE TOP OF CURB, FACE OF CURB AND ACROSS THE GUTTER, AS REQUIRED BY THE ENGINEER.
 - b. EXTRUDED CURB AND GUTTER:

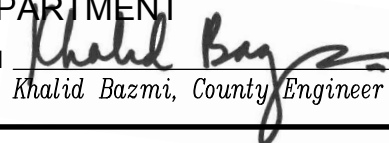
EXP JT SHALL BE CUT (HAND TOOLED) IN THE TOP OF CURB, FACE OF CURB, AND ACROSS THE GUTTER OR SAWCUT (WITHIN 24 HOURS).
 - c. GUTTER TRANSITION:

EXP JT SHALL BE $\frac{1}{4}$ INCH THICK PREMOLDED FILLER, AS REQUIRED BY THE ENGINEER.
5. METER BOXES AND VAULTS SHALL HAVE WPJ SIMILAR TO TREE WELL DETAIL.
6. PREMOLDED FILLER ($\frac{1}{4}$ INCH THICK ASPHALT SATURATED FIBER) SHALL BE PLACED BETWEEN SIDEWALK RETURN AND CURB.

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Revision: August 2018

Approved


Khalid Bazmi, County Engineer

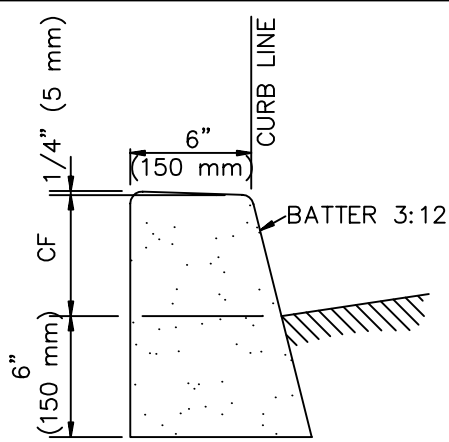
STD. PLAN

112-2-OC

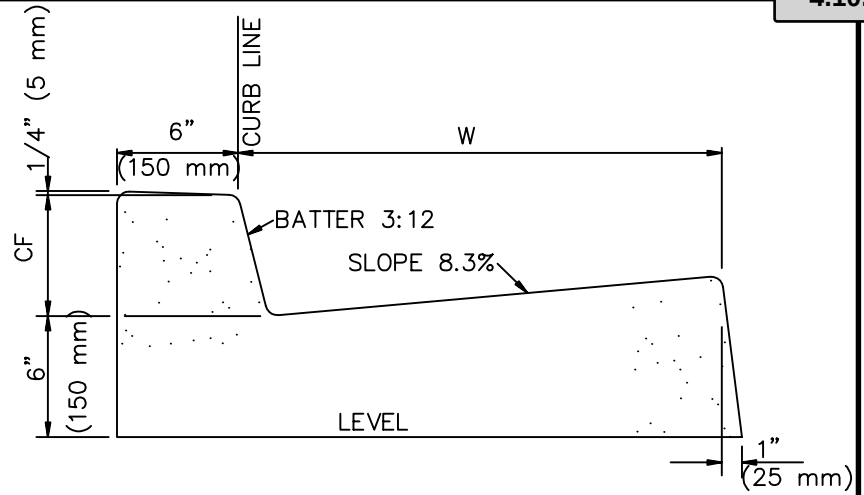
SPPWC STANDARD PLANS - CURB & SIDEWALK JOINTS

SHT. 1 OF 1

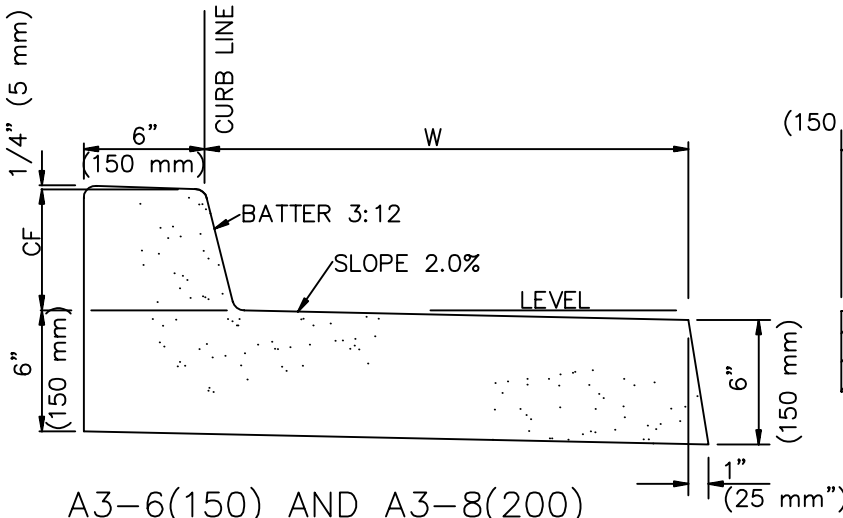
Packet Pg. 203



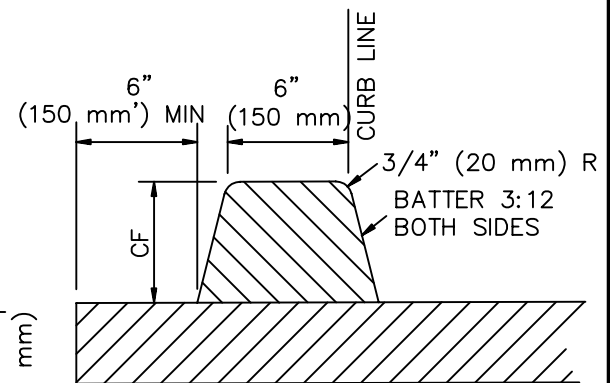
A1-6(150) AND
A1-8(200)



A2-6(150) AND A2-8(200)



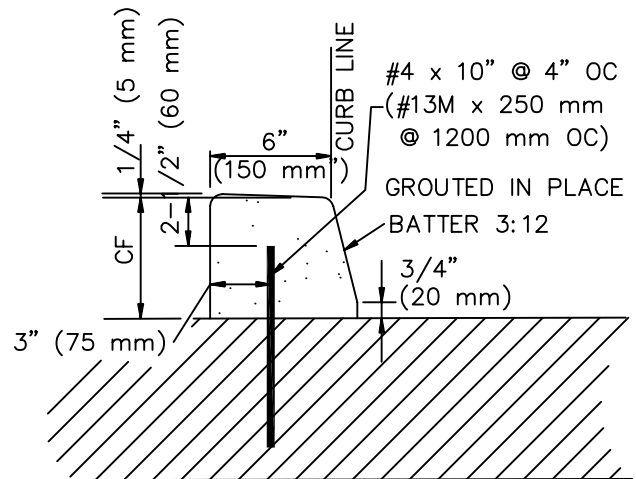
A3-6(150) AND A3-8(200)



D1-6(150) AND
D1-8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1-6(150) AND C1-8(200)

STANDARD PLAN FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

CURB AND GUTTER – BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

120-2

SHEET 1 OF 1

SEE OCPW STANDARD PLAN 120-2-OC FOR CONDITIONS

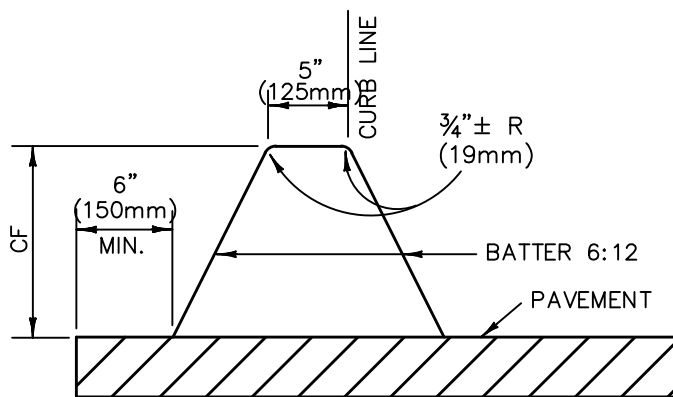
Packet Pg. 204

THE FOLLOWING STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION, OF THE PUBLIC WORKS STANDARDS, INC. HAVE BEEN ADOPTED BY OCPW WITH CONDITIONS WHICH SHALL APPLY TO OCPW USE. THE CONDITIONS ARE LISTED BELOW.

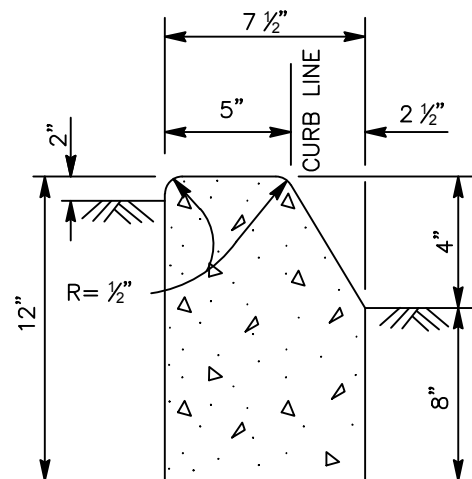
SPPWC #	OCPW #	NAME AND CONDITIONS
120-2	120-2-OC	CURB AND GUTTER-BARRIER

1. TYPE A-2. PLACE ASPHALT CONCRETE SURFACING $\frac{3}{8}$ INCH ABOVE EDGE OF PCC GUTTER, EXCEPT IN THE CASE OF CURB RAMPS WHERE THE ASPHALT CONCRETE SURFACING SHALL BE FLUSH WITH THE PCC GUTTER.
2. TYPE D-1. TACK AC PAVEMENT WITH EMULSIFIED ASPHALT AT RATE OF 0.05 GALLONS PER SQUARE YARD PRIOR TO PLACING AC CURB. ALTERNATE D1 CURB MAY BE CONSTRUCTED USING A BATTER OF 6:12 AND 5 INCHES TOP WIDTH AS SHOWN PER DETAIL "A" BELOW.
3. FOR THE TYPE A2-6(150) CURB, THE "W" DIMENSION SHALL BE 1 FOOT-6 INCHES, UNLESS OTHERWISE INDICATED ON THE PLANS.
4. CURB TYPE SHALL BE SELECTED ACCORDING TO THE FOLLOWING TABLE:

	< 45 mph	≥ 45 mph
MEDIAN	A1-6(150)	SEE DETAIL "B" BELOW
ADJACENT TO SIDEWALK	A2-6(150)	A2-6(150)



ALTERNATE D1-6(150)
DETAIL "A"



DETAIL "B"

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Revision: August 2018

Approved

Khalid Bazmi
Khalid Bazmi, County Engineer

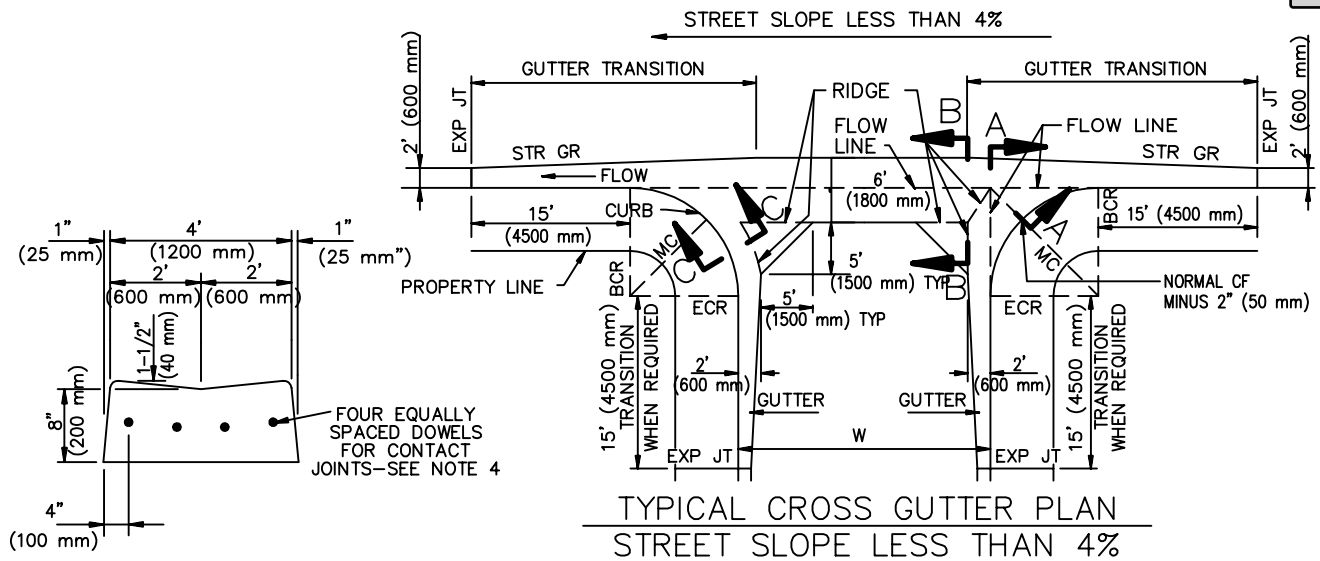
STD. PLAN

120-2-OC

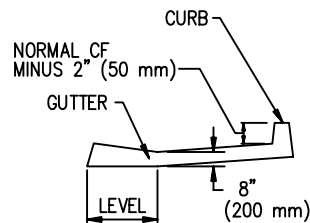
SPPWC STANDARD PLAN - CURB AND GUTTER-BARRIER

SHT. 1 OF 1

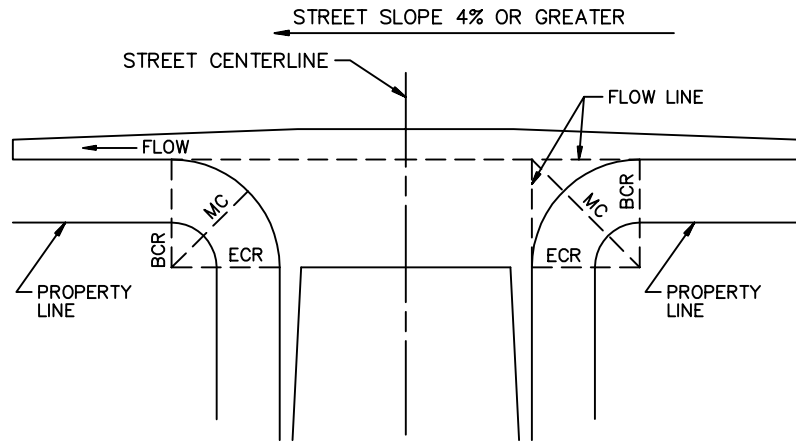
Packet Pg. 205



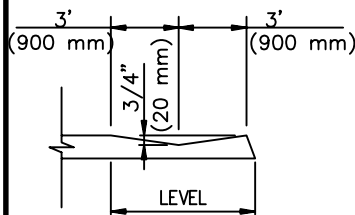
LONGITUDINAL GUTTER



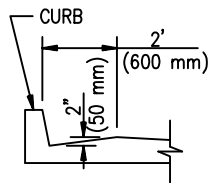
SECTION A-A



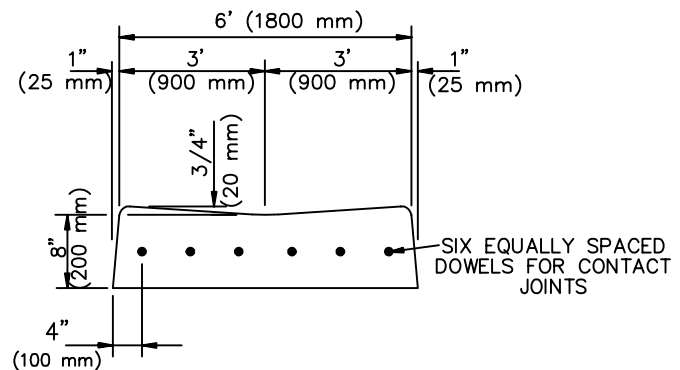
TYPICAL CROSS GUTTER PLAN STREET SLOPE MORE THAN 4%



SECTION B-B



SECTION C-C



SECTION D-D

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

CROSS AND LONGITUDINAL GUTTERS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

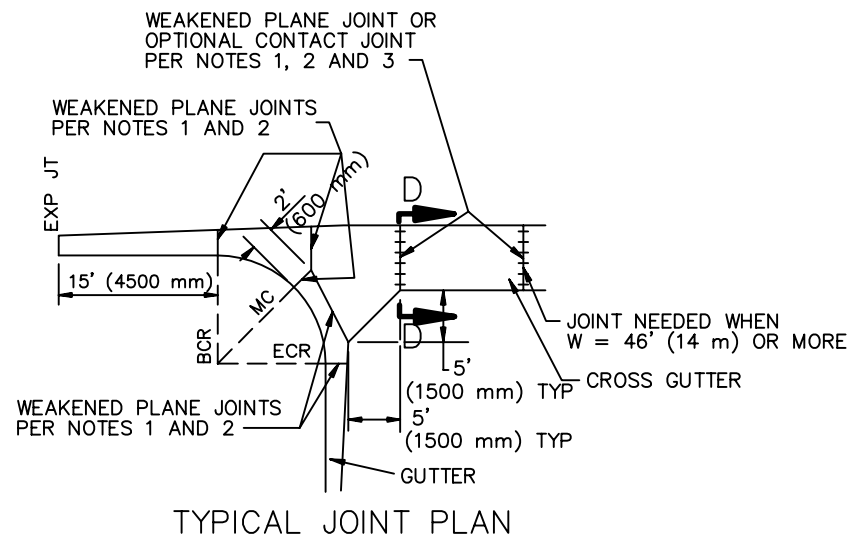
STANDARD PLAN

122-2

SHEET 1 OF 2

Packet Pg. 206

SEE OCPW STANDARD PLAN 122-2-OC FOR CONDITIONS



NOTES:

1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CROSS AND LONGITUDINAL GUTTERS

STANDARD PLAN

122-2

SHEET 2 OF 2

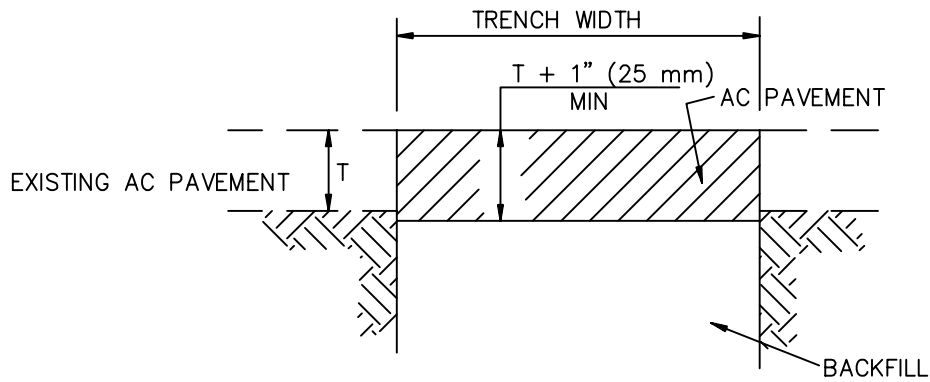
Packet Pg. 207

SEE OCPW STANDARD PLAN 122-2-OC FOR CONDITIONS

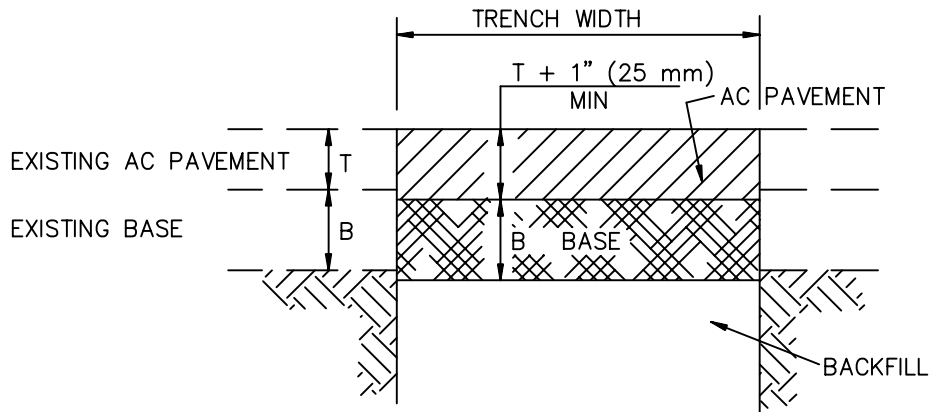
<u>SPPWC #</u>	<u>OCPW #</u>	<u>NAME AND CONDITIONS</u>
122-2	122-2-OC	CROSS AND LONGITUDINAL GUTTERS

-
- The diagram illustrates a typical cross-section of a road structure. Key features and dimensions include:
- Overall Width:** 30 feet, divided into two 15-foot sections by a central centerline (CL).
 - Subgrade Transition:** Indicated by asterisks (*) at the 15-foot points from the centerline.
 - Pavement Structure:**
 - LEVEL LINE:** A horizontal line representing the original ground level.
 - PAVEMENT LIP:** A curved line representing the top of the pavement, with a 1-inch thickness indicated.
 - CROSS GUTTER/SPANDREL:** A central drainage feature with a 6-inch width (referenced to Note 4) and an 8-inch depth.
 - Dimensions:**
 - 4 feet from the centerline to the edge of the pavement lip.
 - 1 inch for the pavement thickness.
 - 1 inch for the gutter/spandrel width.
- TYPICAL SECTION**
- * SUBGRADE TRANSITION

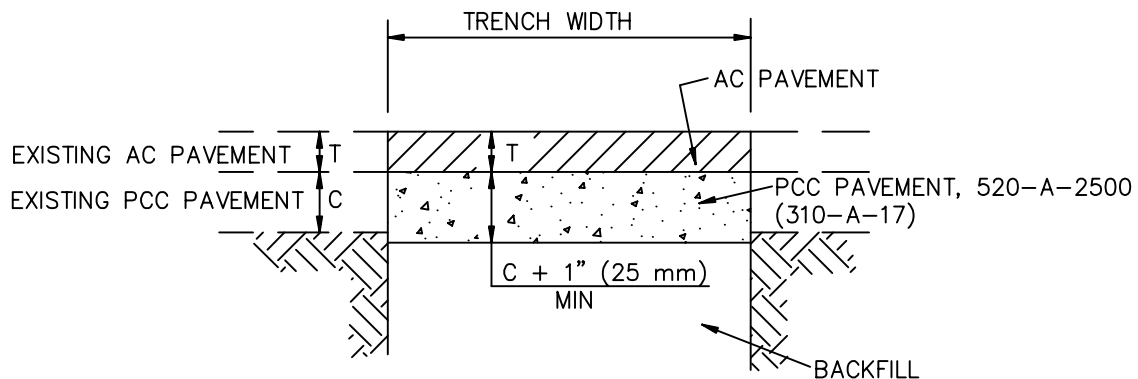
Packet Pg. 208



CASE I – WITHOUT BASE



CASE II – WITH BASE



CASE III – AC PVMT ON PCC PVMT

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 2005, 2009

ASPHALT CONCRETE PAVEMENT REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

133-3

SHEET 1 OF 2

Packet Pg. 210

SEE OCPW STANDARD PLAN 133-3-OC FOR CONDITIONS

NOTES:

- 1. BACKFILL AND DENSIFICATION SHALL CONFORM TO SSPWC 306-1.3.
- 3. TEMPORARY RESURFACING SHALL BE PLACED PER SSPWC 306-1.5.1.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**ASPHALT CONCRETE PAVEMENT
REPLACEMENT**

STANDARD PLAN

133-3

SHEET 2 OF 2

SEE OCPW STANDARD PLAN 133-3-OC FOR CONDITIONS

THE FOLLOWING STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION, OF THE PUBLIC WORKS STANDARDS, INC. HAVE BEEN ADOPTED BY OCPW WITH CONDITIONS WHICH SHALL APPLY TO OCPW USE. THE CONDITIONS ARE LISTED BELOW.

SPPWC # OCPW # NAME AND CONDITIONS

133-3 133-3-OC ASPHALT CONCRETE PAVEMENT REPLACEMENT

1. DELETE NOTES 1 AND 3 OF SPPWC STANDARD PLAN 133-3.
2. PAVEMENT REPLACEMENT SHALL BE "T-CUT" TO EXTEND 12 INCHES BEYOND EACH SIDE OF TRENCH WIDTH. PAVEMENT REMOVAL IN THE AREA OF ADDITIONAL WIDTH SHALL BE BY COLD PLANE OR OTHER METHOD APPROVED BY THE ENGINEER. DEPTH OF REMOVAL SHALL BE AT LEAST 0.15 FEET ON ARTERIAL HIGHWAYS AND AT LEAST 0.12 FEET ELSEWHERE.
3. FULL TRAVEL LANE REPLACEMENT OR GRINDING WITH AT LEAST 0.15 FEET CAP IS REQUIRED ON ALL ARTERIAL HIGHWAYS IN ACCORDANCE WITH SECTION 6-3-60 (D) OF THE ORANGE COUNTY CODIFIED ORDINANCE.
4. FULL TRAVEL LANE REPLACEMENT OR GRINDING WITH AT LEAST 0.12 FEET CAP IS REQUIRED ON ANY STREET IF THE EXISTING SURFACE COURSE HAS BEEN IN PLACE FOR LESS THAN 2 YEARS.
5. SURFACE COURSE AND BASE COURSE ASPHALT CONCRETE PAVEMENT SHALL BE OF THE SAME MIX AS THE EXISTING ASPHALT CONCRETE PAVEMENT(S) UNLESS OTHERWISE APPROVED BY THE ENGINEER.
6. ALL PAVEMENT REMOVALS SHALL BE MADE ON STRAIGHT LINE SAW CUTS A MINIMUM OF 1½ INCHES DEEP. IF CUT LINE IS LESS THAN 36 INCHES FROM A CUT LINE, EXPANSION JOINT OR EDGE, THE EXISTING PAVEMENT SHALL BE REMOVED TO CUT LINES, EXPANSION JOINT OR EDGE OR AS DIRECTED BY THE ENGINEER.
7. DURING EXCAVATION AND SUBGRADE PREPARATION, THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO ENSURE THE PROTECTION OF ALL IMPROVEMENTS, WHETHER PUBLIC OR PRIVATE, INCLUDING UTILITIES AND THEIR SERVICES, FROM ANY DAMAGE THAT COULD OCCUR DUE TO CONTRACTOR'S OPERATION.
8. BACKFILL AND DENSIFICATION SHALL BE DONE IN CONFORMANCE WITH SECTION 306-1.3, "BACKFILL AND DENSIFICATION," OF THE GREENBOOK, EXCEPT AS FOLLOWS:

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Revision: August 2018

Approved


Khalid Bazmi, County Engineer

STD. PLAN

133-3-OC

SPPWC STANDARD PLAN - ASPHALT CONCRETE PAVEMENT REPLACEMENT

SHT. 1 OF 2

Packet Pg. 212

THE FOLLOWING STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2009 EDITION, OF THE PUBLIC WORKS STANDARDS, INC. HAVE BEEN ADOPTED BY OCPW WITH CONDITIONS WHICH SHALL APPLY TO OCPW USE. THE CONDITIONS ARE LISTED BELOW.

<u>SPPWC #</u>	<u>OCPW #</u>	<u>NAME AND CONDITIONS</u>
133-3	133-3-OC	<u>ASPHALT CONCRETE PAVEMENT REPLACEMENT</u>

- a. TRENCH BACKFILL SHALL BE DENSIFIED TO A MINIMUM OF 90 PERCENT RELATIVE COMPACTION.
 - b. WHEN PAVEMENT IS TO BE PLACED DIRECTLY ON SUBGRADE MATERIAL, THE TOP 6 INCHES OF SUBGRADE MATERIAL SHALL BE COMPACTED TO A RELATIVE COMPACTION OF 95 PERCENT.
9. TEMPORARY PAVEMENT REPLACEMENT SHALL BE PLACED AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE SPECIFIED BY THE ENGINEER. IT SHALL BE PLACED LEVEL WITH THE EXISTING PAVEMENT ON COMPACTED TRENCH BACKFILL AND SHALL BE A MINIMUM OF 2 INCHES THICK.
 10. PERMANENT PAVEMENT RESURFACING SHALL BE DONE WITHIN TWO (2) WEEKS AFTER BACKFILLING OF TRENCHES HAS BEEN COMPLETED, AND ONLY AFTER SETTLEMENT HAS TAKEN PLACE AND THE FILL SURFACE HAS SUFFICIENTLY DRIED. ALL CUTS SHALL BE CLEAN AND STRAIGHT.
 11. CONTACT SURFACES OF EXISTING PAVEMENT, MANHOLE FRAMES AND SHAFTS AND CONCRETE SURFACES SHALL BE GIVEN A TACK COAT BEFORE PERMANENT ASPHALT TRENCH RESURFACING IS PLACED.
 12. UNLESS PERMANENT PAVEMENT IS PLACED IMMEDIATELY, TEMPORARY BITUMINOUS RESURFACING 2 INCHES THICK SHALL BE PLACED AND MAINTAINED AT LOCATIONS DETERMINED BY THE ENGINEER WHEREVER EXCAVATION IS MADE THROUGH PAVEMENT, SIDEWALK OR DRIVEWAYS. IN SIDEWALK AREAS, THE TEMPORARY BITUMINOUS RESURFACING SHALL BE AT LEAST 1 INCH THICK; IN ALL OTHER AREAS IT SHALL BE AT LEAST 2 INCHES THICK. AT MAJOR INTERSECTIONS AND OTHER CRITICAL LOCATIONS, A GREATER THICKNESS MAY BE ORDERED. TEMPORARY RESURFACING SHALL BE PLACED AS SOON AS THE CONDITION OF THE BACKFILL IS SUITABLE TO RECEIVE IT AND SHALL REMAIN IN PLACE UNTIL THE CONDITION OF THE BACKFILL IS SUITABLE FOR PERMANENT RESURFACING.

COUNTY OF ORANGE, OC PUBLIC WORKS DEPARTMENT

Revision: August 2018

Approved

Khalid Bazmi, County Engineer

STD. PLAN

133-3-OC

SPPWC STANDARD PLAN - ASPHALT CONCRETE PAVEMENT REPLACEMENT

SHT. 2 OF 2

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Appendix B
PROJECT PLANS

VARIOUS LOCATIONS CONCRETE WORK LIST

SEE BID ITEMS 2 - 6

DIMENSIONS ARE ESTIMATES ONLY. LIST MAY NOT BE ALL INCLUSIVE.

WIDTH (FT)	LENGTH (FT)	SQ FT	TYPE	LOCATION
10	20	200	SIDEWALK	26701 MOULTON
10	10	100	SIDEWALK	26701 MOULTON
4.5	10	45	SIDEWALK	INDIAN HILL @ AUTUM HILL
5	20	100	SIDEWALK	INDIAN HILL @ AUTUM HILL
4.5	6	27	SIDEWALK	INDIAN HILL @ AUTUM HILL
4.5	5	23	SIDEWALK	INDIAN HILL @ SAND CREEK
4.5	19.5	88	SIDEWALK	INDIAN HILL @ SAND CREEK
4.5	19.5	88	SIDEWALK	INDIAN HILL @ ASH CREEK
4.5	10	45	SIDEWALK	INDIAN HILL @ HOLLY HILL
4.5	25	113	SIDEWALK	INDIAN HILL @ HOLLY HILL
5.5	40.5	223	SIDEWALK	SANTA VITTORIA BEHIND 22666 GENOVA
4.5	25	113	SIDEWALK	SANTA VITTORIA @ CENTINELA
4.5	13	59	SIDEWALK	ES SANTA VITTORIA 280FT SO SANTA MARIA
7.5	20.5	154	SIDEWALK	WB LA PAZ 1000FT W/O ALAMEDA (ES CULVERT)
7.5	20.5	154	SIDEWALK	WB LA PAZ 1000FT W/O ALAMEDA (WS CULVERT)
4	50	200	SIDEWALK	ACROSS FROM 25351 ERICSON
4	39	156	SIDEWALK	EARHART BETWEEN ERICSON & LAS BOLSAS
4	26	104	SIDEWALK	25272 COSTEAU
4	21	84	SIDEWALK	25471 GRISSOM
4	24.5	98	SIDEWALK	ACROSS FROM 25161 DE SALLE
6	30	180	SIDEWALK	ACROSS FROM 25046 MACKENZIE
6	20.5	123	SIDEWALK	ACROSS FROM 25401 MACKENZIE
4	4	16	SIDEWALK	24992 CAMBERWELL
			SIDEWALK & DRIVE	
4.5	20	90	APPROACH	25546 OAK LEAF
4	43	172	SIDEWALK	25442 CHAMPLAIN
6	10	60	SIDEWALK	24032 EL TORO
4.25	16.67	71	SIDEWALK	ACROSS FROM 23621 MARSALA

WIDTH (FT)	LENGTH (FT)	SQ FT	TYPE	LOCATION
7.5	14.5	109	SIDEWALK CULVERT	LH DR BETWEEN PDV & INDIAN HILL
	LENGTH (FT)		TYPE	LOCATION
	100		6 IN CURB & GUTTER	25485 BARENTS
	6		6 IN CURB & GUTTER	27121 WOODBLUFF
	LENGTH (FT)		TYPE	LOCATION
	20		8 IN CURB & GUTTER	24035 EL TORO
	23		8 IN CURB & GUTTER	23161 MOULTON

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE. PAYMENT FOR QUANTITIES WILL BE MADE FOR ACTUAL MATERIALS USED ON THE JOB. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO ADD OR DELETE LOCATIONS.



**CITY OF LAGUNA HILLS
LA PAZ ROAD SIDEWALK WIDENING
PROJECT FROM
PASEO DE VALENCIA TO GRISSOM ROAD**

CIP NO. 106

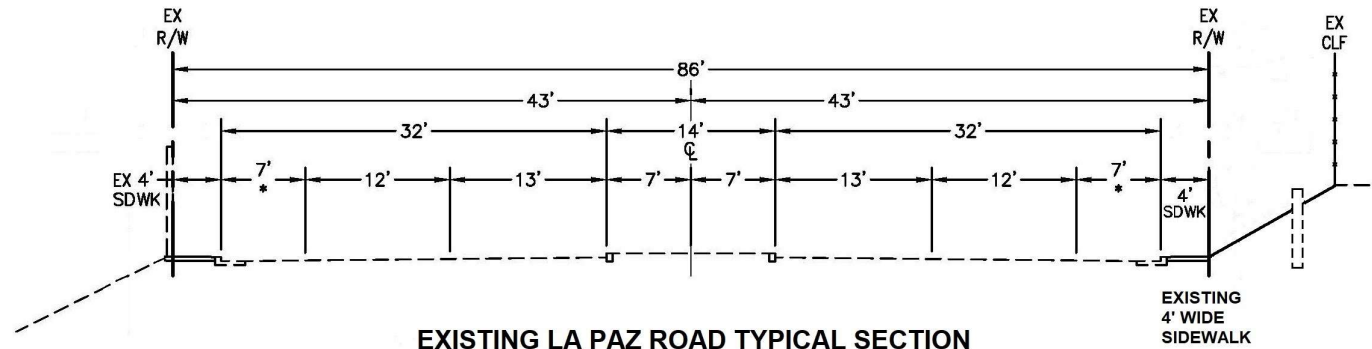


Table of Contents:
Sheet 1: Location Map
Sheet 2: Typical Cross Sections
Sheet 3: Construction Details and
Construction Notes

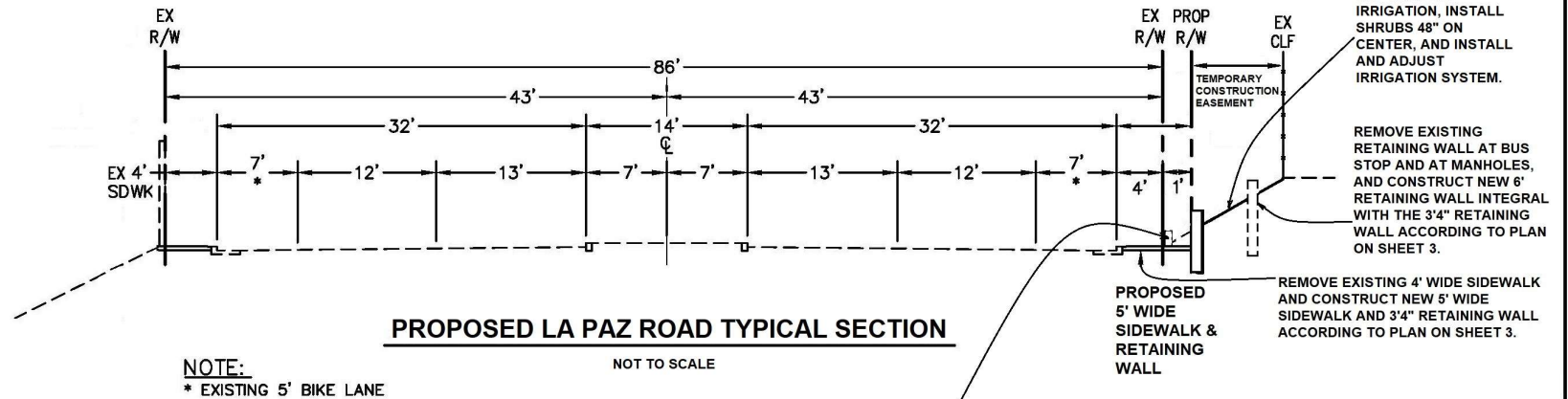
Under the Responsible Charge:

Joseph John Ames
RCE 66999 Exp. 09/30/2024

SHEET 1



NOTE:
* EXISTING 5' BIKE LANE



NOTE:
* EXISTING 5' BIKE LANE

REMOVE CONFLICTING PORTIONS OF DOWNDRAINS AND OUTLET STRUCTURES AND RECONSTRUCT DOWNDRAINS AND OUTLET STRUCTURES PER OCPW STD. PLAN 1309 AND 1321. CONTRACTOR SHALL SUBMIT WRITTEN WORK PLAN FOR REVIEW AND APPROVAL BY THE CITY.

REMOVE EXISTING LANDSCAPING AND DISPOSE, REMOVE AND CAP EXISTING IRRIGATION, INSTALL SHRUBS 48" ON CENTER, AND INSTALL AND ADJUST IRRIGATION SYSTEM.

REMOVE EXISTING RETAINING WALL AT BUS STOP AND AT MANHOLES, AND CONSTRUCT NEW 6' RETAINING WALL INTEGRAL WITH THE 3'4" RETAINING WALL ACCORDING TO PLAN ON SHEET 3.

REMOVE EXISTING 4' WIDE SIDEWALK AND CONSTRUCT NEW 5' WIDE SIDEWALK AND 3'4" RETAINING WALL ACCORDING TO PLAN ON SHEET 3.

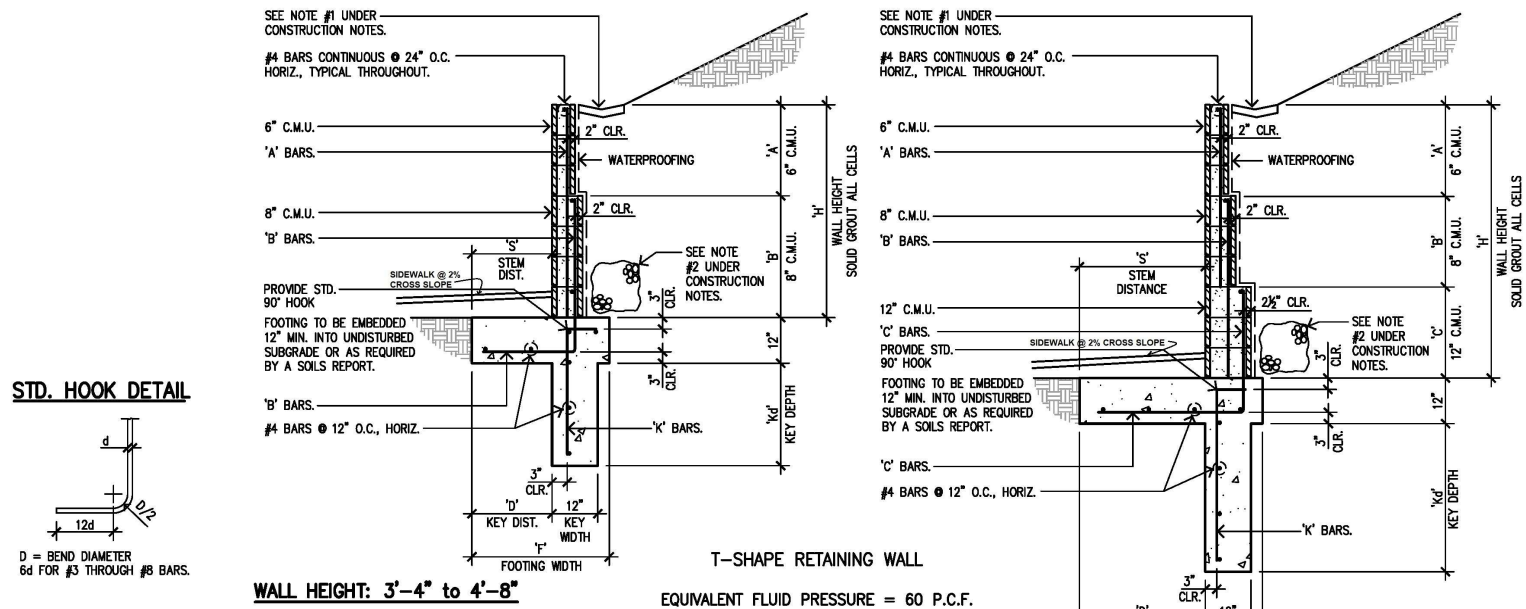
PROPOSED 5' WIDE SIDEWALK & RETAINING WALL

EX PROP R/W

EX CLF

TEMPORARY CONSTRUCTION EASEMENT

SHEET 2

**MATERIAL NOTES:**

- ALL CONSTRUCTION METHODS AND MATERIALS SHALL BE IN CONFORMANCE WITH THE LATEST ADOPTED EDITION OF THE CBC/IBC.
- CONCRETE BLOCK SHALL BE NORMAL WEIGHT UNITS (135 PCF), CONFORMING TO CBC/IBC SEC. 2103, AND ASTM C 90. ALL CONCRETE BLOCK SHALL HAVE A DESIGN STRENGTH OF $f_m = 2,000$ psi.
- GROUT SHALL CONFORM TO CBC/IBC SEC. 2103 & ASTM C 476 WITH $f_c = 2,000$ PSI.
- MORTAR SHALL BE TYPE M WITH $f_c = 2,500$ psi AND SHALL CONFORM TO CBC/IBC SEC. 2103 & ASTM C 270.
- CONCRETE TO BE IN CONFORMANCE WITH CBC/IBC CHAPTER 19 & SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2,500 PSI AT 28 DAYS.
- IF PROVISIONS FOR CONCRETE SULFATE EXPOSURE ARE REQUIRED BY THE PERMITTING AGENCY, CONCRETE IN CONTACT WITH SOIL SHALL BE IN ACCORDANCE WITH ACI 318, TABLE 19.3.1.1.
- CEMENT SHALL CONFORM TO ACI 318, CHAPTER 19, ASTM C 150.
- WATER USED IN GROUT, MORTAR, AND CONCRETE SHALL BE CLEAN AND FREE FROM DELETERIOUS SUBSTANCES.
- KEEP CONCRETE DAMP CONTINUOUSLY FOR 14 DAYS.
- NO ADMIXTURES OF ANY KIND ARE ALLOWED WITHOUT APPROVAL FROM THIS OFFICE PRIOR TO CONSTRUCTION.
- MORTAR BED JOINTS USED IN CONSTRUCTION SHALL NOT EXCEED $\frac{3}{8}$ " THICKNESS.
- ALL REINFORCING BARS SHALL BE COMPLETELY EMBEDDED IN MORTAR OR GROUT AND SHALL HAVE A COVER OF NOT LESS THAN 2 INCHES.
- ALL REINFORCING STEEL SHALL BE DEFORMED BARS & CONFORM TO ASTM A615 GRADE 40 FOR #4 BARS AND SMALLER, AND GRADE 60 FOR #5 BARS AND LARGER.
- LAP SPICES TO BE 24" MINIMUM OR AS SPECIFIED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SHORING AND PROVIDING BRACING DURING CONSTRUCTION AND/OR ERECTION TO SUPPORT ALL LOADS TO WHICH THE STRUCTURES AND SUPPORTING SOIL MAY BE SUBJECTED.

CONSTRUCTION NOTES:

- APPROVED DRAINAGE CONVEYANCE SHALL BE PROVIDED PER OCPW STD. PLAN 1321.
- PROVIDE 1 CU. FT PER FT OF GRAVEL $\frac{1}{2}$ " TO $\frac{1}{4}$ " WRAPPED IN FILTER FABRIC MIRAFI 140N OR EQUAL. PROVIDE DRAINAGE BEHIND WALL BY EITHER:
A) OMITTING THE VERTICAL MORTAR JOINTS (HEAD JOINTS) OF THE FIRST COURSE ABOVE FINISH GRADE AT 32" ON CENTER & 2" DIAMETER WEEPHOLES AT 6" ON CENTER MAXIMUM, 3" ABOVE FINISH GRADE. THIS IS NOT PERMITTED ON DOWNSLOPE CONDITIONS.
B) 4" DIA. SCHEDULE 40 PERFORATED PIPE. PLACE PERFORATIONS DOWN WITH OUTLET @ END OF WALL.
- LAY CONCRETE MASONRY UNITS IN A RUNNING BOND.
- VERTICAL EXPANSION JOINTS IN THE WALL ARE REQUIRED AT 25' ON CENTER MAXIMUM AND AT RE-ENTRANT OR 90° CORNERS.
- THIS PLAN DEPICTS THE RETAINING WALL IN A COMPLETED STATE ONLY. THE RETAINING WALL INSTALLER IS RESPONSIBLE FOR JOB SITE CONDITIONS AND THE SAFETY OF ALL PERSONS AND PROPERTY DURING THE COURSE OF CONSTRUCTION.
- C.M.U. BLOCKS SHALL BE SPLIT-FACE BLOCK. AT THE CONCLUSION OF CONSTRUCTION, CONTRACTOR SHALL APPLY SI-COAT 530 ANTI-GRAFFITI PROTECTIVE COATING PER THE SPECIFICATIONS.

NOTES:

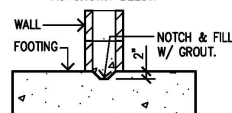
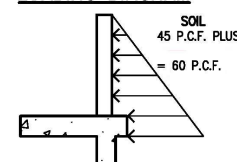
ALL FOOTING STEEL TO BE 3" CLR. FROM EARTH.
LAP ALL STEEL 24" MIN.

WALL SCHEDULE

FOOTING INFORMATION						WALL INFORMATION					
WALL HEIGHT 'H'	FOOTING WIDTH 'F'	'A' BARS	'K' BARS	KEY DISTANCE 'D'	KEY DEPTH 'Kd'	STEM DISTANCE 'S'	6" C.M.U. 'A'	8" C.M.U. 'B'	'B' BARS	12" C.M.U. 'C'	'C' BARS
1'-4"	2'-0"	-	-	9"	3"	9"	1'-4" #4 @ 16"	-	-	-	-
2'-0"	2'-0"	-	-	9"	9"	9"	2'-0" #4 @ 16"	-	-	-	-
2'-8"	2'-0"	-	#4 @ 16"	9"	1'-0"	9"	2'-8" #4 @ 16"	-	-	-	-
3'-4"	2'-3"	-	#4 @ 16"	1'-0"	1'-6"	1'-0"	1'-4" #4 @ 16"	2'-0" #4 @ 16"	-	-	-
4'-0"	2'-9"	-	#4 @ 16"	1'-6"	2'-0"	1'-6"	2'-0" #4 @ 16"	2'-0" #4 @ 16"	-	-	-
4'-8"	3'-3"	-	#4 @ 8"	2'-0"	2'-3"	2'-0"	2'-8" #4 @ 16"	2'-0" #4 @ 16"	-	-	-
5'-4"	3'-6"	-	#4 @ 8"	2'-3"	2'-9"	2'-3"	1'-4" #4 @ 16"	2'-0" #4 @ 16"	2'-0" #4 @ 16"	-	-
6'-0"	4'-0"	-	#4 @ 8"	2'-9"	3'-3"	2'-9"	2'-0" #4 @ 16"	2'-0" #4 @ 16"	2'-0" #4 @ 16"	2'-0" #4 @ 8"	-

SHEAR KEY

FIRST COURSE MAY BE SET IN FOOTING OR USE SHEAR KEY AS SHOWN BELOW

**LOADING DIAGRAM**

SHEET 3

Si-COAT® 530™ | Anti-Graffiti Protective Coating



Benefits

- **Easy application** – single coat application with minimal site preparation.
- **Cost effective** – less labor and application costs due to simplicity of use.
- **Versatility** – Use on metal, concrete, brick, stone, wood, fiberglass and pre-existing coatings.
- **Superior Performance** – anti-stick properties aid in graffiti removal.
- **Non-sacrificial** – long lasting, durable.
- **Aesthetically pleasing** – will not damage pre-existing coverings nor peel.
- **Quick Dry Time.**
- **5 Year Limited Warranty**



Si-COAT® 530™ is a clear single application coating that is a long-lasting solution to graffiti tagging

Product Description

Si-COAT® 530™ is a clear, semi-gloss, permanent (non-sacrificial) one coat anti-graffiti protective coating suitable for use over metal, concrete, brick, stone, wood, fiberglass and pre-existing coatings. This single component, room temperature vulcanizing (RTV), moisture cure polysiloxane product provides excellent durability and long service life. Si-COAT 530 forms chemical bonds directly with the host surface to enhance adhesion properties without the need for abrasive blasting, priming, and extensive site preparation. Most Graffiti can be removed from coated areas using water under low pressure - 1200 psi (*ASTM D7089 Cleanability Level One*).

Cost Savings

The simple single coat system of Si-COAT 530 minimizes labor costs and installation time over other multi-coat anti-graffiti coatings. The cost savings are amplified by minimal site preparation required before application; again saving time, labor, and material costs.

The non-sacrificial nature of Si-COAT 530 means that the product will withstand many repeated graffiti removal cycles without the need of being reapplied. Further cost savings are noticed when removing the graffiti tagging, compared to other products, as no proprietary cleaners are needed.

Superior Performance

Si-COAT 530 is suitable for use over metal, concrete, brick, stone, wood, fiberglass and pre-existing coatings - however, test patches should be performed as product may have a darkening effect on some surfaces.

The protective coating remains flexible allowing it to remain intact through thermal expansion and contraction of the substrate. These properties also make the product able to bridge hairline surface cracks. Si-COAT 530 allows moisture vapor to escape while preventing water penetration allowing for enhanced protection of the coated surface to conditions such as dampness, weather damage and other above grade conditions.

Si-COAT® 530™ | Anti-Graffiti Protective Coating



Packaging

Si-COAT® 530™ is available in 1 US gal (3.8L) and 5 US gal (18.9L) containers.

Shelf Life

When stored in the original unopened container at or below 90°F (32°C) Si-COAT 530 has a shelf life of 12 months. Store Si-COAT 530 in dry, shaded conditions away from sources of heat and/or ignition.

Safety Precautions

This product is intended for use only by professional applicators in industrial situations in accordance with the advice given in this document, the Technical Data Sheet (TDS), the Material Safety Data Sheet (MSDS) and the container(s). Si-COAT 530 should not be used without reference to the TDS and MSDS that CSL Silicones Inc. provides to its customers.

All work involving the application and use of this product should be performed in compliance with all relevant national Health, Safety & Environmental standards and regulations.

When applying in confined spaces ensure adequate ventilation and/or respiratory equipment.



CSL Silicones Inc.
144 Woodlawn Rd. W.
Guelph, ON, Canada N1H 1B5
+1 519.836.9044
+1 800.265.2753
www.cslsilicones.com

Physical Properties

(typical properties - values not to be used as specifications)

UNCURED	
Appearance	Thick Paint
Viscosity	5,000 ± 2,000cP
Sag	20 minimum (Leneta Anti-Sag Meter)
Cure System	Neutral, moisture cure
CURED At standard conditions [77°F (25°C) and 50% relative humidity] for 7 days	
Hardness	35 (ASTM D2240, Shore A)
Tensile Strength	200 psi (19kg/cm²) (ASTM D412)
Elongation at Break	230% (ASTM D412)
Temperature Stability	Continuous: -40 to 392°F (-40 to 200°C)

System Compatibility

Primer is not needed prior to applying Si-COAT 530 to most common substrates. A field adhesion test is recommended prior to application, especially on painted surfaces.

Application Temperature Range

41 to 140°F (5 to 60°C) – ambient

41 to 266°F (5 to 130°C) – substrate

Theoretical Coverage

DFT	8 mils (203 µ)	10 mils (254 µ)
sq. ft/US gal	140	112
sq.m/L	3.5	2.8

Dry Time

At standard conditions [77°F (25°C) and 50% relative humidity – 10 mils wet film thickness]

Skin-over Time	30 minutes
Tack-free Time	60 minutes
Cure Through	4 to 6 hours

Technical Data Sheet

Si-COAT® 530™
Anti-Graffiti Protective Coating



Reviewed 27/11/13
Si-Coat® 530™ TDS rev 5
All trademarks registered. All rights reserved

Si-COAT® 530™

Anti-Graffiti Coating

TECHNICAL DATA SHEET

Page 2 of 6

1 Introduction

Si-COAT 530 is a clear, semi-gloss, permanent (non-sacrificial) one coat anti-graffiti protective coating suitable for use over metal, concrete, brick, stone, wood, fiberglass and pre-existing coatings. This single component, room temperature vulcanizing (RTV), moisture cure polysiloxane product provides excellent durability and long service life.

As a result of its specific chemistry, Si-COAT 530 forms chemical bonds with the host surface to enhance adhesion properties without the need for abrasive blasting, priming, and extensive site preparation.

Due to the hydrophobicity of the coating, most graffiti-tagging can easily be removed from protected surfaces using water under low pressure – 1200 psi (ASTM D7089 Cleanability Level One).

For best results, Graffiti tagging should be removed from the Si-COAT 530 coating as soon as possible using a regular cold water pressure washer. In the instance that graffiti has been left on for a longer time period (greater than 10 days) and is stubborn to remove with cold water then a warm water pressure wash may be necessary.

In the **extremely rare** instance that stubborn graffiti media (specialty paints with adhesion primers that have been left to cure for extended periods of time) is not removed 100% with warm water then apply a commercially available alkaline based cleaner and rinse off immediately.

Note: Before applying alkaline cleaner to the coating, test a small patch in an inconspicuous area. Contact CSL Silicones Inc. for information and/or recommendations on which cleaners are most suitable for specific problems.

2 Product Description

A single component, room temperature vulcanizing (RTV), moisture cure, polysiloxane coating giving excellent durability and long service life.

3 Intended Uses

Suitable for use in applications where a surface needs to be protected from graffiti since most marking media can be easily removed from the coated surface, due to the excellent hydrophobicity of the coating. Si-COAT 530 is suitable for use over metal, concrete, brick, stone, wood, fiberglass and pre-existing coatings - however, test patches should be performed as product may have a darkening effect on some surfaces.



Si-COAT® 530™

Anti-Graffiti Coating

TECHNICAL DATA SHEET

Page 3 of 6

4 Practical Information

Color	Clear
Gloss Level	Semi-gloss
Volume Solids	~70%
Typical Thickness	8 to 10 mil (203 to 254 micron) dry film thickness (DFT).
Application Rate	<i>Equivalent to...</i> ~11 to ~14 mil (~290 to ~363 microns) wet film thickness (WFT).

Approx.
Theoretical
Coverage*Application thickness is dependent on washing frequency.*

DFT	8.0 mils (203 µ)	10.0 mils (254 µ)
sq. ft/US gal	140	112
sq.m/L	3.5	2.8

Practical Coverage = Theoretical Coverage x [100% - Loss%]

Allow appropriate
loss factor:

Airless spray, brush or roller

Method of
Application:Temperature
Range41 to 140°F (5 to 60°C) [ambient]
41 to 266°F (5 to 130°C) [substrate]

Drying Time:

Skin-over Time	30 minutes*
Tack-free Time	60 minutes*
Cure Through	4 to 6 hours*
Full Physical Characteristics	7 days*

*At standard conditions [77°F (25°C) and 50% relative humidity - 10 mils wet film thickness]

5 Regulatory Data

Flash Point	104°F (40°C) minimum
Product Weight	7.93 lb/US gallon (0.95 kg/liter) minimum
VOC	1.93 lb/US gallon (230.10 g/liter) maximum

6 Physical Properties(Typical properties -
values not to be used as
specifications)

UNCURED		
	Appearance	Thick Paint
	Viscosity	5,000 ± 2,000cP
	Sag	20 minimum (Leneta Anti-Sag Meter)
	Cure System	Neutral, moisture cure
CURED At standard conditions [77°F (25°C) and 50% relative humidity] for 7 days		
	Hardness	35 (ASTM D2240, Shore A)
	Tensile Strength	200 psi (19kg/cm²) (ASTM D412)
	Elongation at Break	230% (ASTM D412)
	Temperature Stability	Continuous: -40 to 392°F (-40 to 200°C)

Si - COAT® 530™

Anti-Graffiti Coating

TECHNICAL DATA SHEET

Page 4 of 6

7 Surface Preparation & Surface Cleanliness

All surfaces to be coated should be free of dirt, dust, chalking paint, mortar spatter, all loose rust, all loose mill scale, old caulking, grease, oil, release agents, curing compounds, laitance and other foreign matter including frost. Any paint that is peeling, flaking, cracking, blistering or lifting must be removed. Old coating that does not meet ASTM standard D3359 ("Measuring Adhesion by Tape Method") with a minimum rating of 4A or 4B must be removed. All edges of old coating must be feathered down to remove the sharp edge.

In order to achieve the above conditions, the *suggested* surface preparation standards are SSPC-SP2 (hand tool cleaning), SSPC-SP3 (power tool cleaning) or SSPC-SP12/NACE No. 5 (water jetting/blasting).

For surfaces prepared by water jetting/blasting, the SSPC-VIS 4(I)/NACE No. 7 standards for surface cleanliness should be followed.

The visual surface cleanliness must conform, at minimum, to the Vis WJ-4 condition directly after water jetting/blasting.

Non-visual surface cleanliness must conform, at minimum, to the SC-2 condition with a provision for up to 7 ppm (10 µg/cm²) chloride contamination. Soluble ferrous ion levels should be below 7 ppm (10 µg/cm²) and sulfate contamination less than 12 ppm (17 µg/cm²).

Flash rusting may occur after water jetting/blasting. As per the SSPC-VIS 4(I)/NACE No. 7 standard, the maximum flash rusting condition tolerable is L (light flash rusting that is evenly distributed or in patches, very tightly adherent and not heavy enough to mark objects rubbed/brushed against it).

Hence, the overall visual/non-visual surface condition after water jetting/blasting is WJ-4 L/SC-2 (with a provision for up to 7 ppm (10 µg/cm²) chloride contamination).

Si-COAT® 530™

Anti-Graffiti Coating

TECHNICAL DATA SHEET

Page 5 of 6

8 Coating Application

Mixing	Si-COAT 530 is supplied as a one-part coating (no component mixing necessary). However, since the coating is a thixotropic gel it is necessary to <u>mix by an air powered agitator (300 – 400 rpm) for a minimum of 5 minutes</u> , to insure an even consistency of coating is obtained without air in suspension.
Application	All surfaces should be clean and dry prior to application. The coating should be applied in a manner that prevents runs, sags, drips, spills, etc. and that completely covers surfaces without holidays (gaps). The temperature of the surface to be coated should be between 41 and 140°F (5 and 60°C) and environmental temperature should be at least 5°F (3°C) above the dew point prior to and during application. When working with Si-COAT 530 in high humidity and/or high temperature environments, it is recommended to use a pail lid adapter fitted with an agitator. This will prevent the product from skinning over and curing in the pail during application. Ideally apply using Brush or Roller; may also be applied using an airless sprayer, but it is not recommended, as it will leave a milky appearance. Apply at a rate that will achieve a minimum of 8 mils (203 µ) DFT. Roller and brush application will require multiple coats to achieve desired DFT.
Thinner	Not recommended. <i>Thinners may inhibit the curing mechanism of the coating.</i>
Cleaner	Naphtha, Odorless Mineral Spirits or MEK.
Work Stoppages & Restarts	Work stoppages are not recommended with only partial utilization of a container of Si-COAT 530. If work must stop after only a portion of a container of Si-COAT 530 is used, seal to minimize air and moisture contact with the coating by covering the surface of the coating with a sheet of polyethylene film, then reseal the container to be airtight. Upon reopening the container to restart work, peel back the polyethylene film. If curing of the coating has occurred, use a utility knife to cut the cured coating away from the wall of the container. Peel away the cured layer of coating to expose fresh coating underneath.
Clean-up	Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with cleaner as selected from above. Fully cured coating is environmentally benign (will not harm) and is suitable for landfill disposal. However, always check local environmental regulations before disposal.

Si-COAT® 530™

Anti-Graffiti Coating

TECHNICAL DATA SHEET

Page 6 of 6

9 Product Characteristics

Surface finish is dependent on application method. Avoid using a combination of application methods whenever possible. Superior aesthetic appearance will be obtained with airless spray application.

If over coating your Si-COAT 530 after prolonged weathering or ageing, ensure the coating is fully cleaned to remove all surface contamination such as dust, grease, oil, salt crystals, traffic fumes, etc. before application of a further coat of Si-COAT 530.

Do not apply to substrate temperatures below 41°F (5°C).

When applying Si-COAT 530 in confined spaces ensure adequate ventilation and/or respiratory equipment is available. Consult the Si-COAT 530 MSDS for further details.

Si-COAT 530 has excellent tolerance to airborne chemical exposure. When severe chemical or solvent splashing/pooling is likely to occur please contact CSL Silicones Inc. for information regarding suitability.

10 Systems Compatibility

Primer is not needed prior to applying Si-COAT 530 to most common substrates. A field adhesion test is recommended prior to application, especially on painted surfaces.

11 Safety Precautions

This product is intended for use only by professional applicators in industrial situations in accordance with the advice given in this document, the Material Safety Data Sheet (MSDS) and the container(s), and should not be used without reference to the MSDS that CSL Silicones Inc. has provided to its customers. All work involving the application and use of this product should be performed in compliance with all relevant national, Health, Safety & Env. standards & regulations.

In the event welding or flame cutting is performed on metal coated with this product, dust and fumes may be emitted that will require the use of appropriate personal protective equipment and adequate local exhaust ventilation.

If in doubt regarding the suitability of use of this product, consult CSL Silicones Inc. for further advice.

12 Packaging

	<i>Product Volume</i>	<i>Product Weight</i>	<i>Shipping Weight</i>
<i>Package Size</i>			
1 US gal unit	1.0 US gal (3.8 liter)	8.0 lb (3.6 kg)	9.2 lb (4.17 kg)
5 US gal unit	5.0 US gal (18.9 liter)	39.7 lb (18.0 kg)	43 lb (19.5 kg)

13 Storage

Shelf Life	Minimum 12 months from date of manufacture at 90°F (32°C). Subject to re-inspection thereafter. Store in dry, shaded conditions away from sources of heat or ignition.
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Disclaimer

The information given in this sheet is not intended to be exhaustive and any person using the product for any purpose other than that specifically recommended in this document without first obtaining written confirmation from CSL Silicones Inc. as to the suitability of the product for the intended purpose does so at his/her own risk. The information contained herein has been prepared in good faith to comply with applicable federal and provincial (state) law(s). However, no warranty of any kind is given or implied and CSL Silicones Inc. will not be responsible for any damages, losses or injuries that may result from the use of any information contained herein. While CSL endeavors to ensure all advice it gives about the product (whether in this document or otherwise) is correct, we have no control over either the quality or condition of the substrate or the many factors affecting the use and application of the product. Therefore, unless CSL specifically agrees in writing to do so, it does not accept any liability whatsoever or howsoever arising from the performance of the product, or for any consequential loss or damage arising out of the use of the product. Any warranty, if given, or specific Terms & Conditions of Sale are contained in CSL's Terms & Conditions of Sale, a copy of which can be obtained upon request. The information contained herein is liable to modification from time-to-time in light of experience and CSL's policy of continuous product improvement.

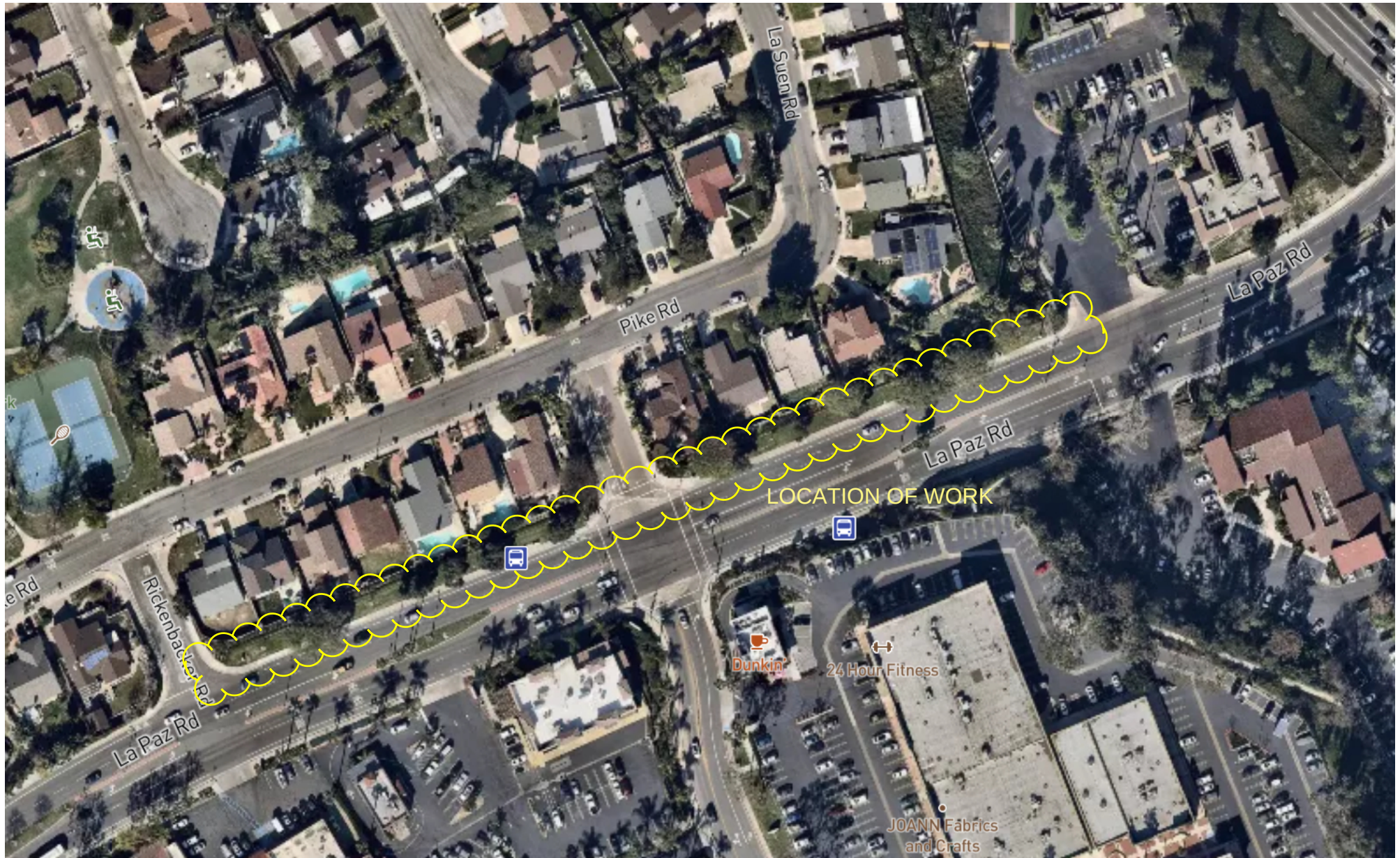
It is the user's responsibility to check that this document is current prior to using the product. This document must not be used for specification writing.

CSL Silicones Inc.
144 Woodlawn Road West
Guelph, ON N1H 1B5
CANADA

Toll Free: 800 265 2753
Tel: 519 836 9044
Fax: 519 836 9069

www.cslsilicones.com





1" = 150 ft

CIP 106

04/12/2023

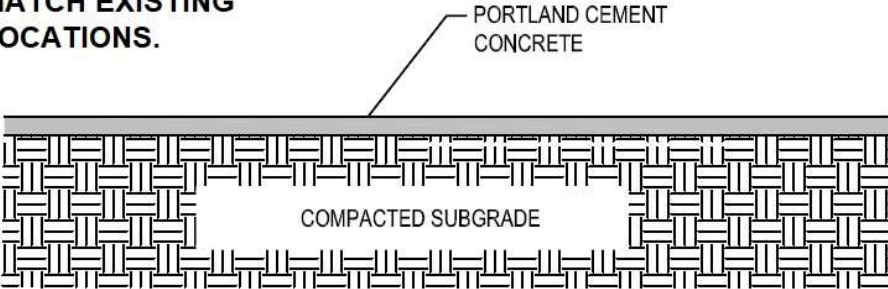


This map may represents a visual display of related geographic information. Data provided here on is not guarantee of acutual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

**ADDITIVE, ALTERNATE BID "B", COMMUNITY CENTER SERVICE DRIVEWAY CONCRETE WORK
25555 ALICIA PARKWAY, LAGUNA HILLS, CA 92653**

**REMOVE
EXISTING TURF
GRASS AND SOIL,
CONSTRUCT 6.5"
PCC OVER 12" OF
COMPACTED
SUBGRADE PER
DETAIL HEREON.**

**PROVIDE
WEAKENED
PLANE JOINTS -
MATCH EXISTING
LOCATIONS.**



	HEAVY DUTY
PORTLAND CEMENT CONCRETE	6.5"
COMPACTED SUBGRADE	12"

**SUBGRADE SHALL BE SCARIFIED TO A DEPTH OF 12+ INCHES, MOISTURE
CONDITIONED TO 3 TO 5 PERCENT ABOVE OPTIMUM, AND RECOMPACTED TO AT
LEAST 90 PERCENT OF THE ASTM D-1557 MAXIMUM DRY DENSITY.**

COST SHARING AND COOPERATIVE AGREEMENT FOR LA PAZ ROAD SIDEWALK WIDENING PROJECT

THIS COST SHARING AND COOPERATIVE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between the City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California, ("City") and the Saddleback Valley Unified School District, a local educational agency organized and existing under the laws of the State of California ("District").

WHEREAS, City and District have determined that it is in their mutual interest, and the public's interest, to remove the existing four-foot wide sidewalk and construct a new five-foot wide sidewalk and retaining wall adjacent to Valencia Elementary School, on the eastern edge of La Paz Road between Paseo De Valencia and Grissom Road in Laguna Hills, CA, as depicted in Exhibit "A" attached hereto and incorporated herein by this reference ("Project"); and

WHEREAS, District agrees that City should act as lead agency for environmental clearance, design, engineering and administration of the construction contract for the Project; and

WHEREAS, City and District desire to enter into this Agreement to define areas of responsibility for design, engineering and construction of the Project and the District's payment of its share of the Project costs.

NOW THEREFORE, IT IS AGREED by the parties as follows:

- A. City shall be designated as Lead Agency for environmental clearance, design, engineering, procurement and Project construction. City shall obtain all licenses, permits, and approvals as may be required by law for the performance of this Agreement.
- B. City will design the Project and prepare construction documents, including, but not limited to, plans, specifications and procurement documents and shall obtain the District Engineer's approval of the plans and specifications for the Project.
- C. City is designated as Project Engineer, Contracting and Construction Agent, hereinafter referred to as "Engineer," for the parties to do and perform all things necessary in order to construct Project in accordance with the approved plans and specifications and to execute and deliver all documents required in connection with the construction and completion of Project, including its Notice of Completion and final accounting report.
- D. Within 60 days following execution of this Agreement by both Parties, District shall grant at no cost to City a permanent easement for public sidewalk purposes along the District's frontage on La Paz Road, as identified in Exhibit "A." The form of this easement shall be mutually agreed upon by the City Attorney and General Counsel for the District. City shall prepare the legal description and plat exhibits for the easement at no cost to District.
- E. In addition to the permanent easement above, District hereby grants to City a temporary right of entry permitting City, its employees, contractors, and agents to access the District property identified in Exhibit "A" to construct the Project, including without limitation the

Cooperative Agreement
La Paz Road Sidewalk Widening Project

- proposed retaining wall to be located on District property. The temporary right of entry granted herein shall terminate upon recordation of the Notice of Completion for the Project.
- F. City and District shall share in the cost of the Project by providing local funds as necessary to complete the Project. The current estimated cost for the Project is \$300,000 (three-hundred-thousand dollars). City and District shall each pay one-half (50%) of the total Project costs. Notwithstanding the forgoing, it is understood and agreed by the parties that the District's total payment obligation shall not exceed \$150,000 (one-hundred-fifty-thousand dollars).
 - G. City shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the costs of the Project and shall make such materials available at all reasonable times until three (3) years from the date of final payment by the District and copies thereof shall be furnished to District upon request.
 - H. City shall require its contractor to name District, its elected officials, officers and employees as an additional insured and to indemnify District, its elected officials, officers and employees to the same extent that the contractor is required to indemnify City, its elected officials, officers and employees.
 - I. City shall obtain the written concurrence of the District's Engineer or their designee, for any contract change order (CCO) of Project which would affect the Project design or increase the estimated cost of the Project.
 - J. Prior to accepting the improvements under the contract for the Project, City shall obtain the District Engineer's written approval of the construction as it affects the retaining wall erected on District property. Approval shall be withheld only for work not completed per the approved plans and specifications for Project. After providing such written approval, District shall assume ownership and sole responsibility for maintenance of the proposed retaining wall to be located on District property.
 - K. City shall furnish District with one set of "Record" construction drawings for the Project and a copy of the Notice of Completion.
 - L. District shall at all times during the progress of construction of Project have access to the work thereon for the purpose of inspection and, should the District Engineer deem any remedial measures to be necessary, the District Engineer shall notify City thereof for communication to the contractor.
 - M. After award of a construction contract by City, District shall, within thirty (30) days of being invoiced by City, deposit with City the District's one-half (50%) share of Project costs, which amount shall not exceed \$150,000 (one-hundred-fifty-thousand dollars).
 - N. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each remaining term,

Cooperative Agreement
La Paz Road Sidewalk Widening Project

provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- O. District and City each hereby agree to indemnify, defend, protect and hold harmless the other party, and its elected and appointed officials, officers, employees, representatives, volunteers, and agents from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, workers' compensation benefits, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses of any kind or nature, arising from the activities of the indemnitor or its officers, agents, or employees on the Project or any breach of contract, negligent acts, omissions or breach of law, or willful misconduct of the indemnitor, or its officers, agents, or employees arising out of the performance of, or failure to perform, any provisions of this Agreement. Neither party assumes liability for the acts or omissions of persons other than each party's respective officers, agents, or employees. In the event judgment is entered against both parties because of joint or concurrent negligence of both parties, or their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. The respective obligations of the parties pursuant to this Section shall survive expiration or earlier termination of this Agreement.
- P. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to any party or any other person shall be in writing and delivered either in person or by depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

To: LAGUNA HILLS
Attn: Jarad L. Hildenbrand

City Manager

24035 El Toro Road

Laguna Hills, CA 92653

To: DISTRICT
Attn: _____

25631 Peter A. Hartman Way

Mission Viejo, CA 92691

- Q. This Agreement may be executed and delivered in any number of counter parts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile or electronic signatures will be permitted.
- R. Neither this Agreement, nor any of the parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either party without the prior written consent of the other party in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment

Cooperative Agreement
La Paz Road Sidewalk Widening Project

shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

- S. The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this Agreement.
- T. Should litigation arise out of this Agreement or the performance thereof, each party shall be responsible for its own costs and expenses, including attorneys' fees.
- U. The Recitals set forth above are hereby incorporated into this Agreement as if set forth in full.
- V. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

Cooperative Agreement
La Paz Road Sidewalk Widening Project

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF LAGUNA HILLS

SADDLEBACK VALLEY
UNIFIED SCHOOL DISTRICT

By: _____
Jarad L. Hildenbrand
City Manager

By: _____

ATTEST:

ATTEST:

By: _____
Jennifer Lee
City Clerk

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian
City Attorney

By: _____



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 25, 2023

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager/Community Services Director

ISSUE: 2023 Fourth of July Celebration Pre-Event Report and Fireworks Agreement

RECOMMENDATION: That the City Council: 1) Receive and file the 2023 Fourth of July Celebration pre-event report; and 2) Approve the Fireworks Display Agreement between Fireworks and Stage FX America, LLC, and the City of Laguna Hills for 2023 and authorize the City Manager to execute the Agreement.

SUMMARY:

The City of Laguna Hills will host its annual 4th of July celebration at the Laguna Hills Sports Complex on Tuesday, July 4, 2023. The special event will be held from 4:00 pm to approximately 9:30 pm and includes a number of activities in addition to the fireworks show as outlined in this report. An event estimated budget is also provided in this staff report under the Fiscal Impact section. Staff recommends that the Council authorize the City Manager to execute the attached proposed Fireworks Display Agreement ("Agreement") with Fireworks and Stage FX America, LLC ("FA"), for the 2023 fireworks display. The proposed show, Program A, will have approximately one thousand one hundred (1,100) shells, at a cost of \$35,000. The show will be approximately 18 minutes in length.

BACKGROUND:

The City of Laguna Hills will host its annual 4th of July celebration at the Laguna Hills Sports Complex on Tuesday, July 4, 2023. The event will begin at 4 pm and the following is the tentative schedule of the event.

Event Schedule

4:00 PM – 8:50 PM	Activities, games, food and vendor/information booths
4:00 PM – 6:00 PM	Music provided by sound equipment vendor functioning as DJ with recorded music. Band setup.
6:00 PM – 8:50 PM	Family Style Band live music
8:50 PM	Mayor’s Welcome/Comments/Presentation of Colors
9:00 PM	National Anthem
9:05 PM – 9:23 PM	Firework show

The elements for this event are further described below.

Activities/Games: Five (5) inflatables will be rented this year to provide activities for children. Last year the City rented the following inflatables for games: Soccer Kick, Double Hoop Shot, and Football Toss. Two (2) additional larger inflatables (40-foot Obstacle Course and Spacewalk-Airwalk) were also rented. Staff intends to rent similar inflatables for this year’s event.

Two (2) carnival rides will also be rented for this year. Last year the two carnival rides were “Tilt a Whirl” and “Gravitron.”

Face painting and children’s crafts will also be offered this year.

Music: This year staff has arranged for Family Style band to provide music entertainment. This OC-based band has been playing blues, soul and rock and roll at local venues for more than 30 years and was the featured band for the City of Laguna Hills first annual Heritage Day event last year. Family Style band will be playing from 6 pm to approximately 9 pm.

The sound company hired for this event will provide music to the audience from 4 pm – 6pm while Family Style sets up their equipment in the Town Green Gazebo. As was the case last year, additional speakers will be installed at the rear of the soccer fields to improve the audio reception of both the band and presenters.

2023 Fourth of July Celebration Pre-Event Report and Fireworks Agreement

April 25, 2023

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Additional Entertainment: Due to the popularity of Abe Lincoln and George Washington character actors at last year's event, staff has scheduled them to return again for this year's 4th of July event.

Food: Staff reached out to the non-profit groups that have previously sold food items at the event. To date, the Laguna Hills High School Football Booster and Water Polo Booster have indicated they would like to return to the event this year. No other non-profit groups have expressed an interest in participating at this time and staff will continue to reach out to local non-profits. Last year the following local non-profits were present and the refreshments that they provided are also listed.

- Boy Scouts: hot Dogs, chips, water
- LHHS Music Boosters: nachos, churros, popcorn and candy
- Armenian Festival: chicken kabobs and rice
- LHHS Water Polo Boosters: shaved ice and water
- LHHS Football Boosters: soda, water and Gatorade

To ensure that there is an adequate amount of food for those in attendance, staff also intends to secure food trucks for 4th of July event this year. Last year there were a total of six (6) food trucks serving food.

Information Booths & Displays: It is planned to once again incorporate information booths and displays into the 4th of July event this year. Staff will coordinate what information is included in the City's information booth and what type of trinkets will be passed out to the public. Last year some of the information booths and displays included the City of Laguna Hills booth, OC Sheriff booth and displays, MV Animal Services booth and enforcement truck, Chamber of Commerce booth, OCFA fire engine, and 3/5 Support Committee booth and 3/5 Marine displays.

Staff is in the process of coordinating what booths and displays will be at this year's event. It is anticipated that "Team Dark Horse" will be present to support the adopted Marines of the 3/5 Battalion at this year's event. Marine's from the 3/5 Battalion may also be present.

2023 Fourth of July Celebration Pre-Event Report and Fireworks Agreement

April 25, 2023

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2023 Fireworks Display Agreement

In accordance with the City's purchasing ordinance (LHMC 3-08.110(L), subsections (10) and (11)), contracts for recreation services and entertainment services are exempt from the informal procurement procedures established in Section 3-08.080 of the LHMC. However, staff followed the informal procedures of the purchasing ordinance and contacted three pyro-tech vendors requesting quotes for this year's 4th of July fireworks display. Only one proposal was submitted to the City by FA. It is important to note that FA has a proven track record of success in producing the City's annual fireworks display, which is extremely important considering the fact that failed shows have occurred prior to contracting with FA.

Staff's recommendation is for the City Council to approve the attached proposed Agreement and to authorize the City Manager to execute the Agreement with FA for this year's fireworks show. The proposed show for 2023, which is Program A, consists of approximately one thousand one hundred (1,100) shells, at a cost of \$35,000. The fireworks display will be approximately 18 minutes in length.

For the City Council's reference, FA's Program B firework show is attached to this report (see Attachment 2). Program B is the show that was fired last year in celebration of the City's 30th year of incorporation. This was a work program in the current budget cycle which specifically stated to "Increase the firework display shell count for the 2022 Fourth of July event to enhance the 2022 Fourth of July Celebration event" in recognition of 30 years of cityhood. Program B consists of approximately one thousand two hundred sixty-nine (1,269) shells at a cost of \$40,500.

FISCAL IMPACT:

The proposed budget for the 2023 4th of July event is \$90,000. See the table below for budget details. This includes a cost of \$35,000 for FA's Program A firework display. Program A is staff's recommendation. The anticipated net expense for this event is \$85,000 which accounts for an estimate of \$5,000 in revenue from ticket sales.

Program B was the show last year to recognize the City's 30th Anniversary. The cost for FA's Program B is \$40,500.

2023 Fourth of July Celebration Pre-Event Report and Fireworks Agreement

April 25, 2023

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2023 4th of July Event Budget Summary

Band	\$6,500
Electrician	\$2,000
Face painting/character actors	\$1,800
Firework Display (Program A)	\$35,000
Inflatables (Games/Bouncers)	\$5,000
Janitorial and HS custodial	\$1,100
Misc./supplies	\$1,500
OC Sheriff	\$14,000
Portables (toilets/sinks)	\$2,000
Rentals (Tables, chairs, booths)	\$2,500
Security	\$2,600
Sound Company	\$3,500
Two Carnival Rides	\$12,500
Total	\$90,000

ATTACHMENTS:

- Attachment 1 -Proposed Fireworks Display Agreement 2023
- Attachment 2 - Program B Firework Show

ATTACHMENT 1

Proposed Fireworks Display Agreement 2023

FIREWORKS DISPLAY AGREEMENT Fireworks and Stage FX America, Inc.

THIS FIREWORKS DISPLAY AGREEMENT (the “Agreement”) is made, entered into, and effective this ____ day of April 2023, by and between the CITY OF LAGUNA HILLS, a California general law city organized and existing under the laws of the State of California (“City”), and FIREWORKS AND STAGE FX AMERICA, INC, a California corporation, dba FIREWORKS AMERICA (“FA”).

RECITALS

- A. FA designs, produces, and conducts public fireworks displays; and
- B. City desires to engage FA to design, produce and perform a public fireworks display on July 4, 2023, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, both parties hereto do mutually agree as follows.

AGREEMENT

1. Engagement. City hereby engages FA to provide to City one public fireworks display ("Display"), and FA accepts such engagement upon all of the promises, terms and conditions hereinafter set forth.

1.1 FA Duties. FA shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by City) relating to the Display, and insurance covering the Display. Subject to Paragraph 18, FA shall provide the Display in substantial conformance with the duration, quantities and format outlined in the “Independence Day” Scope of Work, a copy of which is attached hereto as Exhibit “A” and is incorporated herein by this reference and made a part of this Agreement as though set forth fully herein. In the event of any inconsistency between the terms contained in Exhibit “A” and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 City Duties. City shall provide the Site, as defined in Paragraph 2, for the discharge of the Display, access to the Site, security for the Site as set forth in Paragraph 11, and any authorization necessary for FA to utilize the Site for the Display.

1.3 FA Performance. As a material inducement to the City entering into this Agreement, FA acknowledges and understands that the Display contracted for under this Agreement requires specialized skills and abilities and that, consistent with this understanding, FA represents and warrants that it shall conduct the Display and perform all related services and work under this Agreement in a skillful and competent manner, and that it shall be held to a standard of quality and performance prevalent in the pyrotechnic industry for such Display service and work and with the standards recognized as being employed by contractors in the pyrotechnic field in the

State of California. FA further represents and warrants that it is skilled in the field of public fireworks displays and that it holds the necessary skills and abilities to satisfy the standard of quality and performance as set forth in this Agreement. FA further represents and warrants that it and all of its employees and subcontractors, if approved, providing services under this Agreement shall have sufficient skill and experience to perform the Display services and work assigned to them. All Display services and work shall be completed to the reasonable satisfaction of the City.

1.4 Term. This Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of all Display services and work.

2. Time and Place. The Display shall take place on July 4, 2023 ("Scheduled Date"), at approximately 9:00 p.m. ("Scheduled Time"), at the Laguna Hills High School located at 25401 Paseo de Valencia, Laguna Hills, CA, between the Tennis Court and Baseball Field, which is adjacent to the Laguna Hills Community Center located at 25555 Alicia Parkway, Laguna Hills, CA ("Site"). The Display will be under the direct supervision and control of a lead FA pyrotechnician as set forth in Paragraph 3. It is agreed that FA shall be the exclusive fireworks supplier and producer for the Display contracted for herein. City reserves the right to determine the actual start and stop time of the Display.

3. Lead Pyrotechnician.

3.1 Experience. The Display shall be conducted by and discharged under the direct supervision and control of a lead FA pyrotechnician that: (i) has a minimum of three years of experience providing public fireworks displays; and/or (ii) has successfully provided no less than ten public fireworks displays.

3.2 Verification of Credentials. FA shall furnish City with the name of the lead FA pyrotechnician responsible for the Display, a copy of his/her Basic Commercial or Special Effects 1st Class License, and a written summary of his/her prior experience and credentials. FA shall provide the documentation required by this Paragraph to the City by no later than May 26, 2023.

4. Fees, Interest, and Expenses.

4.1 Fee. City agrees to pay FA a fee of \$35,000.00 (Thirty Five Thousand Dollars) ("Display Fee") for the Display. City shall pay to FA \$17,500.00 (Seventeen Thousand Five Hundred Dollars) of the Display Fee as a deposit ("Deposit") upon execution of this Agreement by both parties. Except as otherwise provided below, the balance of the Display Fee shall be paid by City no later than July 18, 2023.

4.2 Interest. In the event that the Display Fee is not paid in a timely manner, City will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance.

4.3 Expenses. FA shall pay all normal expenses directly related to the Display including, but not limited to, freight, insurance as set forth herein, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics, and those additional items outlined as FA's responsibility under this Agreement. City shall pay all costs related to the Display not supplied by FA including, but not limited to, all

governmental fees and taxes, including sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to the Display.

5. Force Majeure. City agrees to partially assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, epidemic, pandemic and quarantine restrictions, and other causes beyond the control of FA, which may prevent the Display from being safely discharged on the Scheduled Date. If, for any such reason, FA is not reasonably able to safely discharge the Display on the Scheduled Date, City may: (i) reschedule the Display on a mutually agreed upon date occurring no later than September 5, 2023 and pay to FA the balance of the Display Fee within 15 business days of completion of the rescheduled Display; or (ii) cancel the Display, forfeit the Deposit, and be relieved of any obligation to pay to FA the balance of the Display Fee.

6. Rescheduling. City shall have the option to unilaterally reschedule the Display at any time prior to the Scheduled Date. Except as provided otherwise in Paragraph 5, if City elects to reschedule the Display, it shall pay to FA the balance of the Display Fee within 15 business days of completion of the rescheduled Display plus: (i) 5% of the Display Fee, or \$1,750.00 (One Thousand Seven Hundred Fifty Dollars), if the City notifies FA of the request to reschedule before 12:00 a.m. on July 3, 2023; or (ii) 15% of the Display Fee, or \$5,250.00 (Five Thousand Two Hundred Fifty Dollars), if the City notifies FA of the request to reschedule on or after 12:00 a.m. on July 3, 2023. The Display shall be rescheduled on a mutually agreed upon date occurring no later than September 5, 2023.

7. Right to Cancel, Substantial Delay or Postponement.

7.1 Right to Cancel. City shall have the option to unilaterally cancel the Display at any time prior to the Scheduled Date. If City elects to cancel the Display prior to the Scheduled Date for any reason other than force majeure pursuant to Paragraph 5, or other than FA's inability to perform as a result of operator error, or other than malfunction or failure of pyrotechnic equipment or materials as provided in Paragraph 7.2(C), or other than FA's failure to fulfill its obligations under this Agreement, FA shall retain the Deposit, and the City shall pay to FA as liquidated damages: (i) 50% of the balance of the Display Fee, or \$8,750.00 (Eight Thousand Seven Hundred Fifty Dollars), if the City notifies FA of the cancellation at least 30 days prior to the Scheduled Date; (ii) 75% of the balance of the Display Fee, or \$13,125.00 (Thirteen Thousand One Hundred Twenty Five Dollars), if the City notifies FA of the cancellation 15 to 29 days prior to the Scheduled Date; or (iii) 100% of the balance of the Display Fee, or \$17,500.00 (Seventeen Thousand Five Hundred Dollars), if the City notifies FA of the cancellation less than 15 days prior to the Scheduled Date.

7.2 Substantial Delay or Postponement. Both parties agree that the City will suffer damages as a result of any substantial delay or postponement of the Display resulting from operator error, or malfunction or failure of the pyrotechnic equipment or materials, and therefore agree to the following liquidated damages provisions:

A. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display within 5 to 15 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a gap(s)

or break(s) in the program lasting 2 to 5 minutes in total, FA shall pay to the City as liquidated damages 20% of the Display Fee, or \$7,000.00 (Seven Thousand Dollars).

B. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display more than 15 to 30 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 5 to 15 minutes in total, FA shall pay to the City as liquidated damages 40% of the Display Fee, or \$14,000.00 (Fourteen Thousand Dollars).

C. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display for more than 30 minutes after the Scheduled Time, or at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 15 minutes in total, the City, in its sole discretion, may cancel the Display without incurring any liability for payment to FA and without any obligation to reschedule the Display. In either event, it is expressly agreed that FA shall pay to the City as liquidated damages 50% of the Display Fee, or \$17,500.00 (Seventeen Thousand Five Hundred Dollars) with no further payment being owed by either FA or City.

8. Notice of Rescheduling or Cancellation.

8.1 Notice Prior to Scheduled Date. In the event that the City elects to reschedule or cancel the Display prior to the Scheduled Date, the City shall communicate its decision to Scott Danielson of FA at go4pyro@aol.com and/or by phone to (800) 464-7976.

8.2 Notice on Scheduled Date. In the event that the City elects to reschedule or cancel the Display on the Scheduled Date, the City shall communicate its decision to Scott Danielson of FA at go4pyro@aol.com and/or by phone to (800) 464-7976. In addition, the City shall inform the lead FA pyrotechnician onsite of its decision as appropriate.

9. City Contract Officer. The City Manager, or his/her designee, shall be solely authorized to make decisions concerning this Agreement and the Display including, but not limited to, requests to reschedule or cancel the Display.

10. Safety. FA shall comply with applicable federal, state and local laws and regulations and employ safety policies and procedures, programs, protocols and other measures consistent with recognized applicable industry standards and practices. At all times before and during the Display, it shall be within FA's sole discretion and control to determine whether or not the Display may be safely discharged or continued. It shall not constitute a breach of this Agreement by FA to determine that the Display cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of FA. Conditions or circumstances resulting from operator error, or malfunction or failure of the pyrotechnic equipment or materials shall not be deemed "beyond the reasonable control of FA" for purposes of this Paragraph and shall remain subject to the liquidated damages provisions set forth in Paragraph 7.2.

11. Security. City shall provide and maintain sufficient security personnel, barricades, and police services before, during and after the Display until the lead FA pyrotechnician declares the

Site clear. The City shall also provide and maintain a shell casing fallout area clear of any buildings, cars and spectators with a minimum 500-foot radius, or as may otherwise be specified by the current edition of *National Firework Protection Association 1123: Code for Fireworks Display* ("NFPA 1123"), as a Fire Safety Zone ("FSZ") from the time the fireworks are delivered to the Site until the lead FA pyrotechnician declares the Site clear. The approximate location and scope of the FSZ is depicted in Exhibit "B" attached hereto. It is understood and agreed that FA will cease the discharge of all fireworks due to any security breach of the FSZ. FA shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the City's failure to maintain the 500-foot radius FSZ clear of any buildings, cars, or spectators. Furthermore, City shall be responsible for any property damage to the Laguna Hills High School Tennis Court, Baseball Field, Track and/or Football Field solely within the FSZ caused by ordinary fallout from the Display. City acknowledges and agrees that FA's responsibilities are limited to the Display and that FA is relying on City to maintain the aforementioned FSZ and to comply with all Federal, State, and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the FSZ. Any inspections of the FSZ by or on behalf of City made during setup of the Display shall be in accordance with the current edition of NFPA 1123, and under the direct supervision of the lead FA pyrotechnician. Any such inspection shall not interfere with the safety of the setup, discharge, or disassembly of the Display. The lead FA pyrotechnician may, at his/her sole discretion, cancel any inspection that in his/her opinion may compromise the safety of the setup, discharge, or disassembly of the Display.

12. Continuity. FA shall establish Display "continuity" (i.e., test and confirm the functionality of electrically fired pyrotechnic lines, channels and circuits) by no later than 7:00 p.m. on the Scheduled Date, or no less than two hours prior to the Scheduled Time as such time may be modified by the City.

13. Contract Subject to Government Regulation. This Agreement and FA's obligations and FA's performance hereunder are subject to all applicable Federal, State, and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in any necessary permits, as set forth in Paragraph 14 ("Display Permits"). In the event any Federal, State, or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Display or in the event the Display Permits in any way limit or restrict the sale, performance or operation of said exhibition, FA shall limit or restrict its performance of the Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of Display Permits. The City acknowledges that any such limit or restriction placed on the performance or operation of the Display shall in no way result in or entitle City to a reduction or abatement in the full contract price.

14. Permits. FA agrees to apply for permits for the firing of pyrotechnics from the Orange County Fire Authority, and if required, the FAA. The City shall be responsible for any fees associated with these permits, including standby fees. The City shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for police services, other fire departments, road closures, event/activity or land use permits or any permission or permit required by any local, regional, state or federal government.

15. Cleanup. FA shall be responsible for the removal of all Display equipment and any live pyrotechnics from the Site. The City shall be responsible for cleaning the Site and FSZ.

16. Insurance and Indemnification.

16.1 Insurance. FA shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against any and all claims for injuries against persons or damages to property resulting from FA's performance under this Agreement. FA shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City and the Saddleback Valley Unified School District, their elected and appointed officials and officers, employees, agents, and volunteers as additional insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of FA's obligation to indemnify City and the Saddleback Valley Unified School District, their elected and appointed officials and officers, agents, employees, and volunteers.

16.1.1 Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

A. Comprehensive general liability and personal injury with limits of at least five million dollars (\$5,000,000.00) per occurrence, six million dollars (\$6,000,000.00) in the general aggregate, and six million dollars (\$6,000,000.00) for products and completed operations; the commercial general liability policy shall name the City of Laguna Hills and the Saddleback Valley Unified School District as additional insureds;

B. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;

C. Workers' compensation insurance in the statutory amount as required by the State of California, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

For any claims related to this Agreement, FA's insurance coverage shall be primary insurance as respects City and the Saddleback Valley Unified School District, and their respective elected and appointed officials and officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City or the Saddleback Valley Unified School District and their respective elected officials, officers, employees, agents, and volunteers shall be in excess of FA's insurance and shall not contribute with it. For workers' compensation and employer's liability insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected and appointed officials and officers, employees, agents, and volunteers.

16.1.2 Sufficiency of Insurers. Insurance required herein shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund.

16.1.3 Verification of Coverage. FA shall furnish City with both certificates of insurance and original endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City by no later than May 30, 2023. City reserves the right to require FA's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for workers' compensation policies.

16.1.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City and the Saddleback Valley Unified School District, their elected officials, officers, employees, agents, and volunteers; or, FA shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

16.1.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City and the Saddleback Valley Unified School District, their directors, officials, officers, employees, agents, and volunteers.

16.2 Indemnification. To the fullest extent permitted by law, FA shall defend (at FA's sole cost and expense with legal counsel reasonably acceptable to the City), indemnify, protect, and hold harmless City and the Saddleback Valley Unified School District, their elected and appointed officials, officers, directors, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (FA's employees included), for damage to property, including property owned by City and the Saddleback Valley Unified School District, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to FA's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit FA's indemnification obligation or other liability hereunder.

17. Attorney Fees. In the event any dispute between the parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court

costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

18. Substitutions. FA shall have the right, at its discretion, to substitute any fireworks it deems necessary provided same does not detract from the aesthetic value or quality of the Display. This includes, but is not limited to, shell sizes, quantities, types and brand names. Any substitutions shall in no way result in or entitle City to a reduction or abatement of the full contract price.

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

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof, and may not be changed, modified, renewed or extended except by a written agreement, signed by both parties.

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

22. Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

23. Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of FA, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, FA shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. FA shall not contract with any other entity to perform the Display service and work required without prior written consent of City. If FA is permitted to subcontract any part of this Agreement by City, FA shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any approved FA subcontractor and City.

24. Independent Contractor.

A. The legal relationship between the parties is that of an independent contractor, and nothing herein shall be deemed to make FA a City employee. During the performance of this Agreement, FA and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing

the Display services under this Agreement on behalf of FA shall at all times be under FA's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of FA or any of its officers, employees, or agents, except as set forth in this Agreement. FA, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of FA's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. FA shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of FA in its business or otherwise a joint venturer or a member of any joint enterprise with FA.

B. FA shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to FA, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to FA as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to FA for the performance of the Display services and work under this Agreement. City shall not be liable for compensation or indemnification to FA, its officers, employees, or agents, for injury or sickness arising out of performing the Display services and work hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 4 herein of any nature relating to salary, taxes, or benefits of FA's officers, employees, servants, representatives, subcontractors, or agents, FA shall indemnify City for all such financial obligations.

25. Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties. The terms of this Agreement are contractual and the result of negotiation between the parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

26. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. Any waiver by the parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the parties from enforcing the full provisions hereof.

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

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

29. Third Party Beneficiary. Except as may be expressly provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

30. Notice. Except as set forth in Paragraph 8, any notice, request, demand, direction, or other communication required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return-receipt-requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City:

City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, CA 92653
Telephone: (949) 707-2600
Facsimile: (949) 707-2614

To Fireworks and Stage FX America, INC:

Fireworks America
Attention: Scott Danielson, President
12485 Highway 67 North
Lakeside, CA. 92040
Telephone: (800) 464-7976
Facsimile: (619) 938-8273

31. Binding Effect. This Agreement shall not be binding on either party until executed by both City and FA.

32. Corporate Authority. Each of the undersigned represents and warrants that (i) the party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the party for which he/she is signing,

(iii) by so executing this Agreement, the party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the party for which he/she is signing is bound.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“CITY”
City of Laguna Hills

Date: _____

By: _____
 Jarad Hildenbrand,
 City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
 Gregory E. Simonian,
 City Attorney

By: _____
 Jennifer Lee,
 City Clerk

“FA”
Fireworks and Stage FX America, Inc.

Date: _____

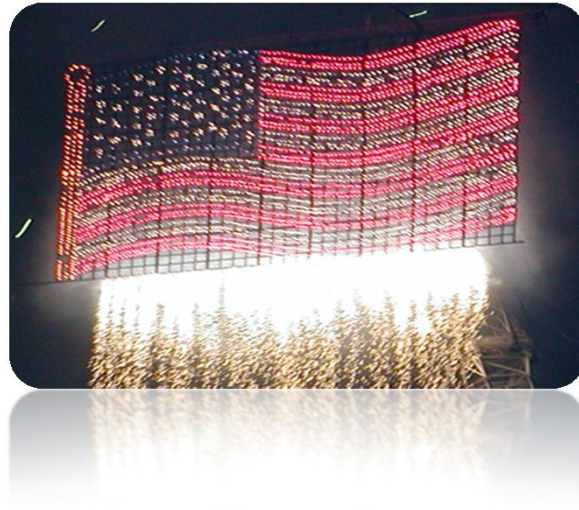
By : _____
 Scott Danielson, President

Date: _____

By : _____
 Kevin Brueckner, Secretary

Exhibit A
Scope of Work
for
City of Laguna Hills
2023 Fourth of July Celebration

City of Laguna Hills



Presents

Independence Day **A Fireworks Extravaganza** 7/4/2023

Produced by



"The Difference Is Quality"

City of Laguna Hills
Independence Day
July 4, 2023

National Anthem

Program

A

Rockets Red Glare

4" 2

Bombs Bursting in Air

4" 3

Red, White & Blue Finale

4" 3

Main Show (continued)

Program

A

Streaking Tiger Tails

3" 10

Aerial Grand Finale

Color/Multicolor Finale

3" 500

4" 16

Finale Crown

5" 10

Main Show

Color, Multi-Color, Flitter, Glitter,
Electric Color & Color Changing Shells

3" 180

4" 74

5" 50

Distinctive & Unique Aerial Shells

3" 150

4" 62

5" 40

Totals

Program

A

Shells

3" 840

4" 160

5" 100

Total Shells 1100

Running Time in Minutes

18.0

Price

Program A

\$35,000.00



City of Laguna Hills
Show Concept, Services List,
and Miscellaneous Details

Services List:

Fireworks America to Provide:

- 1) Permit Filings as Required
- 2) Storage and Delivery of fireworks
- 3) All Equipment to produce the display
- 4) Insurance Aggregate amount of \$6,000,000 (Combined Single Limits)
- 5) Worker's Compensation Insurance (Statute)
- 6) Sound Track
- 7) Choreography

City of Laguna Hills to Provide:

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Permit Fees
- 4) Standby Firefighter Fees, if req'd
- 5) Sound System and Playback
- 6) Adequate Permit Time as listed below.
- 7) Suitable Restroom and Handwash facilities for the crew

Minimum Time Required

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the minimum permit times.

Land Based Shows based require a minimum of 30 days to permit based on Local and State Ordinance, FAA and other requirements.

Water based shows require a minimum of 60 days to permit based on all of the above PLUS Coast Guard requirements.

Please plan your show accordingly.

Operators and Assistants:

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

Continued

Payment Terms:

50% of the Sum is to be paid to FA at the signing of the Contract, Balance Net 10 Days After Display

Method of Discharge:

The show will be fired electrically. Each fireworks event will have its own ignitor for precise timing. Fireworks America will provide the firing panel, cable, distribution system and power for the show.

Choreography:

The program will be choreographed utilizing the latest innovation in computerized-fireworks choreography. This will allow maximum accuracy in firing and timing of the display. The fireworks will follow the music precisely and provide an exhilarating experience for the viewer.



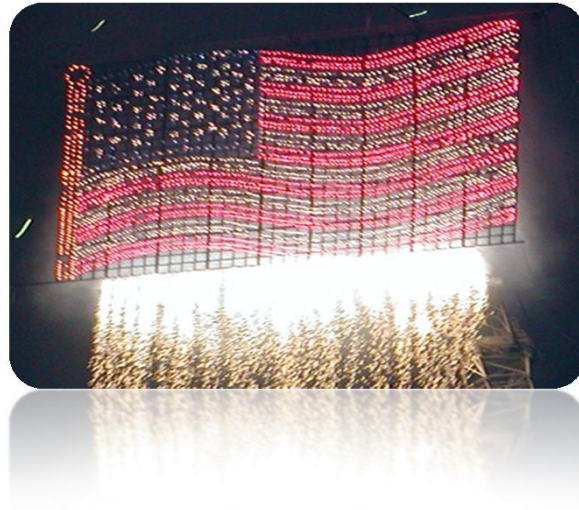
Exhibit B
Approximate Fire Safety Zone
for
City of Laguna Hills
2023 Fourth of July Celebration



ATTACHMENT 2

Program B Firework Show

City of Laguna Hills



Presents

Independence Day **A Fireworks Extravaganza** 7/4/2023

Produced by



"The Difference Is Quality"

City of Laguna Hills
Independence Day
July 4, 2023

National Anthem

Program

B

Rockets Red Glare

4"

2

Bombs Bursting in Air

4"

3

Red, White & Blue Finale

4"

3

Main Show (continued)

Program

B

Streaking Tiger Tails

3"

10

Aerial Grand Finale

Color/Multicolor Finale

3"

500

4"

16

Finale Crown

5"

10

Main Show

Color, Multi-Color, Flitter, Glitter,
Electric Color & Color Changing Shells

3"

315

4"

108

5"

77

Distinctive & Unique Aerial Shells

3"

140

4"

60

5"

25

Totals

Program

B

Shells

3"

965

4"

192

5"

112

Total Shells

1269

Running Time in Minutes

20.0

Price

Program B

\$40,500.00



City of Laguna Hills
Show Concept, Services List,
and Miscellaneous Details

Services List:

Fireworks America to Provide:

- 1) Permit Filings as Required
- 2) Storage and Delivery of fireworks
- 3) All Equipment to produce the display
- 4) Insurance Aggregate amount of \$6,000,000 (Combined Single Limits)
- 5) Worker's Compensation Insurance (Statute)
- 6) Sound Track
- 7) Choreography

City of Laguna Hills to Provide:

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Permit Fees
- 4) Standby Firefighter Fees, if req'd
- 5) Sound System and Playback
- 6) Adequate Permit Time as listed below.
- 7) Suitable Restroom and Handwash facilities for the crew

Minimum Time Required

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the minimum permit times.

Land Based Shows based require a minimum of 30 days to permit based on Local and State Ordinance, FAA and other requirements.

Water based shows require a minimum of 60 days to permit based on all of the above PLUS Coast Guard requirements.

Please plan your show accordingly.

Operators and Assistants:

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

Continued

Payment Terms:

50% of the Sum is to be paid to FA at the signing of the Contract, Balance Net 10 Days After Display

Method of Discharge:

The show will be fired electrically. Each fireworks event will have its own ignitor for precise timing. Fireworks America will provide the firing panel, cable, distribution system and power for the show.

Choreography:

The program will be choreographed utilizing the latest innovation in computerized-fireworks choreography. This will allow maximum accuracy in firing and timing of the display. The fireworks will follow the music precisely and provide an exhilarating experience for the viewer.

