
**CITY COUNCIL
REGULAR
MEETING**



**APRIL 24, 2012
7:00 PM**

AGENDA

Melody Carruth, Mayor

Joel Lautenschleger, Mayor Pro Tempore
Randal Bressette, Council Member

Barbara Kogerman, Council Member
L. Allan Songstad, Jr., Council Member

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

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

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER SONGSTAD

ROLL CALL OF CITY COUNCIL MEMBERS

- 1. PRESENTATIONS AND PROCLAMATIONS**
- 2. PUBLIC COMMENTS**

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

2.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

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

3. MINUTES

3.1 REGULAR MEETING, APRIL 10, 2012

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE APRIL 10, 2012, REGULAR MEETING.

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 MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS, SAID TITLES, WHICH APPEAR ON THE PUBLIC AGENDA, SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED

RECOMMENDATION: THAT THE CITY COUNCIL WAIVE READING OF ORDINANCES AND RESOLUTIONS.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED APRIL 24, 2012

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$1,068,699.96.

4.3 PROGRESS PAYMENT NO. 13 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159

RECOMMENDATION: THAT THE CITY COUNCIL: (1) APPROVE PROGRESS PAYMENT NO. 13, IN THE NET AMOUNT OF \$189,800.99, TO SEMA CONSTRUCTION, INC.; (2) APPROVE CONTRACT CHANGE ORDER NO. 5; (3) APPROVE AMENDMENT NO. 7 TO AGREEMENT FOR

CONSULTING SERVICES WITH PARSONS BRINCKERHOFF, INC.; AND (4) APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH ATHALYE CONSULTING ENGINEERING SERVICES, FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

4.4 2012 WEED ABATEMENT PROGRAM

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING WEEDS AND RUBBISH ON SPECIFIED PRIVATE PROPERTY TO BE A PUBLIC NUISANCE, COMMENCING PUBLIC PROCEEDINGS, AND SETTING A PUBLIC HEARING FOR MAY 22, 2012."

4.5 SECOND CALL FOR PROJECTS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM (ECP) TIER 1 GRANT

RECOMMENDATION: THAT THE CITY COUNCIL: (1) APPROVE THE GRANT APPLICATION FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM TIER 1 GRANT; (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM TIER 1 GRANT UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE LAGUNA HILLS DEBRIS GATES PROJECT;" AND (3) AUTHORIZE THE SOLE-SOURCE SELECTION OF G2 CONSTRUCTION, INC., FOR THIS WORK.

4.6 AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE THE ADVERTISEMENT FOR BIDS OF THE CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H.

ITEMS REMOVED FROM THE CONSENT CALENDAR

5. PLANNING AGENCY

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

5.2 PUBLIC COMMENTS

This is the time to address the Planning Agency on any matter not listed on this Agenda that is within the subject matter jurisdiction of the Planning Agency.

Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

5.3 MINUTES

5.3.1 REGULAR MEETING, APRIL 10, 2012

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE APRIL 10, 2012, REGULAR MEETING.

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.4.1 ZONING TEXT AMENDMENT NO. 01-12-2163, AN ORDINANCE ADDING CHAPTER 9-93, ENTITLED "REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES," TO THE LAGUNA HILLS MUNICIPAL CODE, PROVIDING A PROCEDURE FOR GRANTING REASONABLE ACCOMMODATION IN THE CITY'S ZONING AND LAND USE REGULATIONS, POLICIES, AND PRACTICES PURSUANT TO FEDERAL AND STATE FAIR HOUSING LAWS.

RECOMMENDATION: THAT THE PLANNING AGENCY RECEIVE AND FILE THE REPORT.

PLANNING AGENCY ADJOURNMENT

6. JOINT PLANNING AGENCY/CITY COUNCIL MEETING

6.1 ROLL CALL OF JOINT PLANNING AGENCY/CITY COUNCIL MEETING

6.2 PUBLIC COMMENTS

6.3 PUBLIC HEARINGS

6.3.1 SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/PARKING USE PERMIT NO. 12-11-2131, A REQUEST BY MOULTON LA PAZ, LLC, TO REMODEL AND EXPAND THE MOULTON LA PAZ SHOPPING CENTER AT 26534-26562 MOULTON PARKWAY, INCLUDING THE ADDITION OF APPROXIMATELY 30,000 SQUARE FEET OF NEW COMMERCIAL SPACE, UPDATED FACADES, AND NEW PARKING LOT LAYOUT AND LANDSCAPING, CONSIDERATION OF A DETERMINATION THAT THE DISPOSAL OF CERTAIN CITY-OWNED REAL PROPERTY

INCLUDED IN THE DEVELOPMENT PROPOSAL IS IN CONFORMANCE WITH THE GENERAL PLAN, AND CONSIDERATION AND APPROVAL BY THE CITY COUNCIL OF A PROPOSED REAL PROPERTY PURCHASE AND SALE AGREEMENT ENTITLED "AGREEMENT FOR PURCHASE AND SALE BY AND BETWEEN MOULTON LA PAZ, LLC, AND CITY OF LAGUNA HILLS," CONCERNING THE PROPOSED SALE OF PARCEL 1 (3.365 ACRES) OF FINAL PARCEL MAP NO. 2009-134 TO ALLOW FOR THE REMODEL AND EXPANSION OF THE MOULTON LA PAZ SHOPPING CENTER.

RECOMMENDATION: THAT THE PLANNING AGENCY AND THE CITY COUNCIL CONDUCT A JOINT PUBLIC HEARING AND TAKE THE FOLLOWING ACTIONS:

(1) THAT THE PLANNING AGENCY ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/PARKING USE PERMIT NO. 12-11-2131, A REQUEST BY MOULTON LA PAZ, LLC, TO REMODEL AND EXPAND THE MOULTON LA PAZ SHOPPING CENTER LOCATED AT 26534-26562 MOULTON PARKWAY, INCLUDING THE ADDITION OF APPROXIMATELY 30,000 SQUARE FEET OF NEW COMMERCIAL SPACE, UPDATED FACADES, AND NEW PARKING LOT LAYOUT AND LANDSCAPING; AND CONSIDERATION OF A DETERMINATION THAT THE DISPOSAL OF CERTAIN CITY-OWNED REAL PROPERTY INCLUDED IN THE DEVELOPMENT PROPOSAL IS IN CONFORMANCE WITH THE GENERAL PLAN;" AND

(2) THAT THE CITY COUNCIL CONSIDER AND APPROVE THE PROPOSED REAL PROPERTY PURCHASE AND SALE AGREEMENT ENTITLED: "AGREEMENT FOR PURCHASE AND SALE BY AND BETWEEN MOULTON LA PAZ, LLC, AND THE CITY OF LAGUNA HILLS," CONCERNING THE PROPOSED SALE OF PARCEL 1 (3.365 ACRES) OF FINAL PARCEL MAP NO. 2009-134 TO ALLOW FOR THE REMODEL AND EXPANSION OF THE MOULTON LA PAZ SHOPPING CENTER, AND AUTHORIZE THE MAYOR TO EXECUTE SAME.

JOINT CITY PLANNING AGENCY/CITY COUNCIL ADJOURNMENT

7. ADMINISTRATIVE REPORTS

7.1 City Manager

7.2 Public Services Director/City Engineer

7.2.1 PROJECT SELECTION FOR STATE-LOCAL PARTNERSHIP
PROGRAM FUNDING THROUGH THE ORANGE COUNTY
TRANSPORTATION AUTHORITY

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE STAFF TO SUBMIT AN APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR STATE-LOCAL PARTNERSHIP PROGRAM FUNDING IN ACCORDANCE WITH THE PRIORITY OF PROJECT LISTING DESCRIBED HEREIN.

7.2.2 AUTHORIZATION TO ADVERTISE FOR BIDS FOR TURF
RENOVATION AT THE COMMUNITY CENTER AND SPORTS
COMPLEX, CIP NO. 238

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PLANS AND SPECIFICATIONS, AUTHORIZE THE SOLE-SOURCE PURCHASE OF SAND AND TURF MATERIALS, AND AUTHORIZE THE ADVERTISEMENT FOR BIDS FOR THE TURF RENOVATION AT THE COMMUNITY CENTER AND SPORTS COMPLEX, CIP NO. 238.

7.2.3 LA PAZ ROAD SIDEWALK ADJACENT TO VALENCIA
ELEMENTARY SCHOOL

RECOMMENDATION: THAT THE CITY COUNCIL REVIEW THE OPTIONS TO WIDEN THE SIDEWALK ALONG LA PAZ ROAD ADJACENT TO VALENCIA ELEMENTARY SCHOOL AND DIRECT STAFF TO INCLUDE THE PROJECT IN THE NEXT CAPITAL IMPROVEMENT PROGRAM BUDGET CYCLE DISCUSSIONS.

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

9. CITY COUNCIL MEMBER COMMENTS

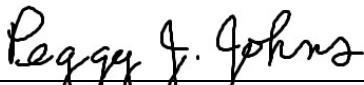
10. CLOSED SESSION

ADJOURNMENT

The next Regular Meeting of the City Council will be May 08, 2012, at 7:00 PM, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, PEGGY J. JOHNS, 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 La Paz Center by April 20, 2012, at 5:00 PM.



PEGGY J. JOHNS, CITY CLERK

April 20, 2012**DATE**

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

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

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY REGULAR MEETING
MINUTES
APRIL 10, 2012**

CALL TO ORDER

Mayor Carruth called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:00 PM in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills.

PLEDGE OF ALLEGIANCE: Council Member Bressette

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Mayor Carruth, Mayor Pro Tempore Lautenschleger, Council Member Bressette, Council Member Kogerman, and Council Member Songstad

1. PRESENTATIONS AND PROCLAMATIONS

1.1 TEN YEAR ANNIVERSARY AWARD

MAYOR CARRUTH RECOGNIZED PEGGY JOHNS, CITY CLERK, FOR TEN YEARS OF SERVICE TO THE CITY OF LAGUNA HILLS AND PRESENTED A CERTIFICATE OF RECOGNITION AND GIFT.

2. PUBLIC COMMENTS

TELEPHONE SURVEY

Loree Blough, Laguna Hills, indicated she had received a telephone call wherein the caller had indicated they were conducting a survey regarding the City of Laguna Hills' government structure.

City Manager Channing indicated the City of Laguna Hills was not conducting any type of survey.

PARKS AND RECREATION COMMISSION PROPOSAL

Jeff McPherson, Laguna Hills, indicated he had concerns regarding the Parks and Recreation Commission proposal to ban golf, model rockets, and radio controlled devices in the City parks.

2.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON JEENA BONUTTO.

3. MINUTES

3.1 REGULAR MEETING, MARCH 27, 2012

MOTION TO APPROVE THE MINUTES OF THE MARCH 27, 2012, REGULAR MEETING, BY M/COUNCIL MEMBER BRESSETTE, S/MAYOR PRO TEMPORE LAUTENSCHLEGER.

APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER SONGSTAD ABSTAINED).

4. CONSENT CALENDAR

MOTION TO APPROVE THE CONSENT CALENDAR, BY M/COUNCIL MEMBER BRESSETTE, S/MAYOR PRO TEMPORE LAUTENSCHLEGER, WITH COUNCIL MEMBER KOGERMAN REMOVING ITEM NO. 4.4.

APPROVED BY A VOTE OF 5-0.

4.1 MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS, SAID TITLES, WHICH APPEAR ON THE PUBLIC AGENDA, SHALL BE DETERMINED TO HAVE BEEN READ BY TITLE AND FURTHER READING WAIVED

THE CITY COUNCIL WAIVED READING OF ORDINANCES AND RESOLUTIONS.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDING APRIL 10, 2012.

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$165,301.75.

4.3 2012 FOURTH OF JULY FIREWORKS SHOW AGREEMENT

THAT THE CITY COUNCIL AUTHORIZED THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH PYRO ENGINEERING, INC., APPROVED AS TO FORM BY THE CITY ATTORNEY, FOR THE 2012 FOURTH OF JULY FIREWORKS SHOW.

ITEMS REMOVED FROM THE CONSENT CALENDAR**4.4 PUBLIC INFORMATION MEETING FOR THE PASEO DE VALENCIA
WIDENING IMPROVEMENT PROJECT, CIP NO. 145A**

Council Member Kogerman removed this item from the Consent Calendar to inquire from staff regarding the timing and funding of the Paseo de Valencia Widening Improvement project.

**MOTION TO RECEIVE AND FILE THE REPORT, BY M/COUNCIL MEMBER
KOGERMAN, S/COUNCIL MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.**

5. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:34 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Carruth, Vice Chair Lautenschleger, Agency Member Bressette, Agency Member Kogerman, and Agency Member Songstad

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES**5.3.1 REGULAR MEETING, MARCH 27, 2012**

**MOTION TO APPROVE THE MINUTES OF THE MARCH 27, 2012, REGULAR
MEETING, AS REFERENCED IN CITY COUNCIL MINUTES BEGINNING ON
PAGE 3, BY M/AGENCY MEMBER BRESSETTE, S/AGENCY MEMBER
KOGERMAN.**

**APPROVED BY A VOTE OF 4-0-1 (AGENCY MEMBER SONGSTAD
ABSTAINED).**

5.4 PLANNING AGENCY PUBLIC HEARINGS

**5.4.1 CHANGED PLAN NO. 11-11-2113, A REQUEST BY AT&T
MOBILITY TO MODIFY AN EXISTING COMMUNICATIONS
FACILITY, LOCATED AT 25655 NELLIE GAIL ROAD IN THE
COMMUNITY/PRIVATE INSTITUTION (C/PI) ZONING DISTRICT**

Chair Carruth opened the Public Hearing.

Alex Tsaturov, AT&T Representative, spoke on Changed Plan No. 11-11-2113, to modify an existing Communications Facility, located at 25655 Nellie Gail Road and answered questions from the Planning Agency.

There were five Laguna Hills residents that spoke in opposition to modifying the existing Communications Facility located at 25655 Nellie Gail Road.

Alex Tsaturov, AT&T representative, indicated that he had read and agreed to all of the Conditions of Approval.

Chair Carruth closed the Public Hearing.

**MOTION TO ADOPT RESOLUTION NO. PA2012-04-10-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CHANGED PLAN NO. 11-11-2113, A REQUEST BY AT&T MOBILITY TO MODIFY AN EXISTING COMMUNICATIONS FACILITY, LOCATED AT 25655 NELLIE GAIL ROAD IN THE COMMUNITY/PRIVATE INSTITUTION (C/PI) ZONING DISTRICT.
APPROVED BY A VOTE OF 5-0.**

PLANNING AGENCY ADJOURNMENT

6. JOINT CITY COUNCIL/PLANNING AGENCY MEETING

6.1 ROLL CALL OF JOINT CITY COUNCIL/PLANNING AGENCY MEETING

Present: Mayor/Chair Carruth, Mayor Pro Tempore/Vice Chair Lautenschleger, Council Member/Agency Member Bressette, Council Member/Agency Member Kogerman, and Council Member/Agency Member Songstad

6.2 PUBLIC COMMENTS

There were no Public Comments.

6.3 PUBLIC HEARINGS

6.3.1 SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/PARKING USE PERMIT NO. 12-11-2131, A REQUEST BY VINTAGE REAL ESTATE TO REMODEL AND EXPAND THE MOULTON LA PAZ SHOPPING CENTER AT 26534-26562 MOULTON PARKWAY, INCLUDING THE ADDITION OF APPROXIMATELY 30,000 SQUARE FEET OF NEW COMMERCIAL SPACE, UPDATED FACADES, AND NEW PARKING LOT LAYOUT AND LANDSCAPING; AND CONSIDERATION OF A DETERMINATION THAT THE DISPOSAL OF CERTAIN PUBLIC PROPERTY INCLUDED IN THE DEVELOPMENT PROPOSAL IS IN CONFORMANCE WITH THE GENERAL PLAN.

Mayor/Chair Carruth opened the Public Hearing.

Michael Anderson, spoke in favor of the proposed remodel and expansion of the Moulton La Paz Shopping Center.

Nickki Anderson, spoke in favor of the proposed remodel and expansion of the Moulton La Paz Shopping Center.

Mayor/Chair Carruth closed the Public Hearing.

**MOTION THAT THE CITY COUNCIL/PLANNING AGENCY CONTINUE SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/PARKING USE PERMIT NO. 12-11-2131, AND CONSIDERATION OF A DETERMINATION THAT THE DISPOSAL OF CERTAIN PUBLIC PROPERTY INCLUDED IN THE DEVELOPMENT PROPOSAL IS IN CONFORMANCE WITH THE GENERAL PLAN TO A DATE CERTAIN OF APRIL 24, 2012, BY M/COUNCIL MEMBER/AGENCY MEMBER BRESSETTE, S/MAYOR PRO TEMPORE/VICE CHAIR LAUTENSCHLEGER.
APPROVED BY A VOTE OF 5-0.**

JOINT CITY COUNCIL/PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 9:09 PM. All Council Members were present.

7. ADMINISTRATIVE REPORTS

7.1 City Manager

The City Manager made no reports.

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

8.1 COUNCIL MEMBER KOGERMAN

8.1.1 DISCUSSION OF THE PREPARATION OF A RESOLUTION TO ESTABLISH A FEE OF ONE PERCENT OF COX COMMUNICATIONS GROSS REVENUES FROM FRANCHISE FEES TO SUPPORT PUBLIC, EDUCATIONAL AND GOVERNMENT PROGRAMMING (PEG) TO BE PRODUCED BY LAGUNA HILLS HIGH SCHOOL

Art Yoon, Director of Public Affairs for Cox Communications, spoke about the pros and cons of the establishment of a fee of one percent of Cox Communications gross revenues from franchise fees to support public, educational, and government programming to be produced by Laguna Hills High School.

There were six residents that spoke in favor of the establishment of a fee of one percent of Cox Communications gross revenues.

There was one resident that was opposed to the establishment of a fee of one percent of Cox Communications gross revenues.

There was no action taken by the City Council.

9. CITY COUNCIL MEMBER COMMENTS

MAYOR PRO TEMPORE LAUTENSCHLEGER

Mayor Pro Tempore Lautenschleger indicated that he presented Certificates of Recognition from the City to the Laguna Hills High School wrestling team for their 15th consecutive League Championship.

Mayor Pro Tempore Lautenschleger reported on his attendance at the League of California Cities meeting in Ontario, California, on March 29, 2012.

Mayor Pro Tempore Lautenschleger reported on his attendance at the Southern California Association of Governments two-day meeting held in Laguna Hills.

10. CLOSED SESSION

Mayor Carruth recessed the meeting into Closed Session at 10:35 PM.

10.1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to Government Code Section 54956.8

Property: 24031 El Toro Road, Suite 301, Laguna Hills

Agency Negotiator: Bruce Channing, City Manager and Don White, Assistant City Manager

Negotiating Parties: City of Laguna Hills and the Law Offices of Fay Blix

Under Negotiation: Terms and Conditions of Lease Payment

10.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to subdivision (a) of Government Code Section 54956.9

Name of Case: Kirsten Cook, et al., vs. Transportation Corridor Agency, et al., Orange County Superior Court Case No.: 30-2012-00551394-CU-EI-CJC.

10.3 CONFERENCE WITH LABOR NEGOTIATOR (CONTINUED)

Pursuant to Government Code Section 54957.6

Agency Negotiator: Daniel C. Cassidy, Special Labor Counsel

Unrepresented Employee: City Manager

Under Negotiation: Terms and conditions of employment

Mayor Carruth reconvened the meeting at 11:20 PM. All Council Members were present.

There was no reportable action taken in Closed Session.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Carruth declared the meeting adjourned at 11:20 PM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

MELODY CARRUTH, MAYOR

APPROVED AT MEETING OF _____

CITY OF LAGUNA HILLS
AGENDA REPORT
ADMINISTRATIVE SERVICES DEPARTMENT

**ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
 APRIL 24, 2012.**

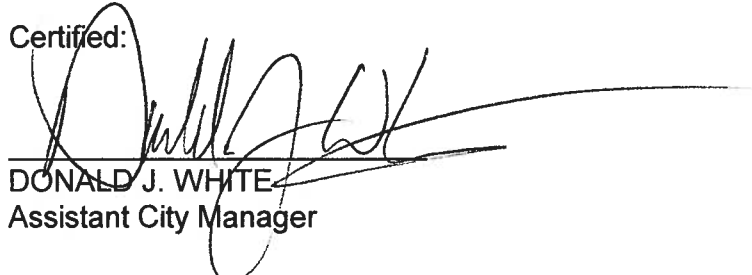
SUMMARY:

In accordance with Government Code Section 37202, the Finance Manager prepares the attached warrant register, which reflects the disbursements of the City of Laguna Hills for the period reported thereon. The Assistant City Manager certifies that funds are available for the payment thereof. These warrants are hereby submitted to the City Council for approval of payment.

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

4-18-12
DATE

FISCAL IMPACT:

The warrant register total is \$ 1,068,699.96

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER
IN THE AMOUNT OF \$ 1,068,699.96.**

ATTACHMENTS:

1. **Warrant Register**

**CITY OF LAGUNA HILLS
WARRANT REGISTER
April 24, 2012**

4/24/2012 ITEM NO. 4.2

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
PREPAID WARRANTS:			
AT&T- CALNET 2	Communication Expense, Alarm System, 2-Way Line, Switchboard, Modem, T-1 Line and Traffic Control, Mar '12	8803092	\$ 2,117.26
AT&T MOBILITY	Wireless Service, Mar '12	8803073	60.92
BANK OF AMERICA	Departmental Operating Expenditures, Mar '12	8803093	7,015.12
CARLSEN, SANDY	Mileage Reimbursement, City Clerk, Jan - Mar '12	8803100	19.98
CHEVRON	Vehicle Fuel, Mar '12	8803074-078	1,955.70
CYBERSOURCE CORPORATION	eCommerce Payment Gateway Service, Online Permits, Community Development, Mar '12	8803106	29.00
DATA TICKET, INC.	Refund, Parking Citation Deposit	8803079	33.00
ECONOMICS, INC.	Professional Fees, Recycling Program, Feb '12	8803110	4,360.40
EL TORO WATER DISTRICT	Water Usage, Parks, Feb '12	8803080	8,362.98
FITZGERALD, ROBERT	Refund SAP Fees, CR# 43625	8803112	500.00
GEOSCAPE LANDSCAPE CONT	Refund, Pool Bond, CR# 42217	8803113	500.00
HOME DEPOT	Program Supplies, Community Services, Feb '12	8803116	63.48
HSBC BUSINESS SOLUTIONS	Program Supplies, Community Services, Mar '12	8803117	253.96
IRVINE RANCH WATER DISTRICT	Water Usage, Parks, Mar '12	8803119	102.53
JAVED, HUMZA	Mileage Reimbursement, Public Works, Mar '12	8803121	64.38
LAGUNA HILLS GRAD NITE - 2012	Community Assistance, Public Safety Laguna Hills High School Grad Night '12	8803085	4,000.00
MOGAN, SANDI	Mileage Reimbursement, City Clerk, Jan - Mar '12	8803126	21.65
MONACH, KIMBERLYN	Professional Fees, Public Art Program, Mar '12	8803127	1,470.00
MOULTON NIGUEL WATER DISTRICT	Water Usage, Parks, Mar '12	8803082	200.74
MOULTON NIGUEL WATER DISTRICT	Water Usage, Parks, Feb - Mar '12	8803128	6,891.49
MUNICIPAL WATER DISTRICT	Meeting Expense, Administrative Services, May '12	8803129	115.00
OPP, BRIAN	Refund, C&D Deposit, CR# 43054	8803132	238.80
OROS CONSULTING SERVICES, LLC	Professional Fees, Computer Consulting Services, Mar '12	8803083	4,485.00
PYRO ENGINEERING, INC.	Program Expense Deposit, 4th of July Event, Community Services	8803137	12,000.00

**CITY OF LAGUNA HILLS
WARRANT REGISTER
April 24, 2012**

VENDOR	DESCRIPTION	CHECK	
		NO.	AMOUNT
REFUND, COMMUNITY SVCS PROGRAM	J. Doan, V# 2002338.002	8803139	65.00
REFUND, FACILITY RENTAL DEPOSIT	S. Wong, V# 2002325.002	8803140	250.00
REFUND, FACILITY RENTAL DEPOSIT	M. Wenzel, V# 2002329.002	8803141	100.00
REFUND, FACILITY RENTAL DEPOSIT	L. Diehm, V# 2002330.002	8803142	500.00
REFUND, FACILITY RENTAL DEPOSIT	Laguna Hills High School, V# 2002333.002	8803143	500.00
REFUND, FACILITY RENTAL DEPOSIT	J. Slama/South Coast Singers, V# 2002321.002	8803144	500.00
REFUND, FACILITY RENTAL DEPOSIT	A. Vasquez, V# 2002324.002	8803145	500.00
REFUND, FACILITY RENTAL DEPOSIT	Wolverine Boys Basketball Boosters, V#2002322.002	8803146	500.00
SAN DIEGO GAS & ELECTRIC	Electric Usage, Street Lights, Mar '12	8803149	11,538.87
SONGSTAD, ALLAN	Reimbursement, Travel and Meeting Expense, LOCC, Feb '12	8803152	54.00
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, Mar '12	8803084	828.52
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, Mar '12	8803154	9,179.21
TARGET STORES	Program Supplies, Community Services, Feb - Mar '12	8803158	713.71
VERIZON WIRELESS	Communication Expense, Mar '12	8803162	725.65
WELLS FARGO FINANCIAL LEASING	Lease - Copier, Community Center, May '12	8803164	571.60
Total Prepaid Warrants:		\$	81,387.95
REGULAR WARRANTS:			
A. C. LANDSCAPE, INC.	Water Management Services, Irrigation Repairs, Mar '12	8803086	\$ 200.00
ALL CITY MANAGEMENT, INC.	Crossing Guard Services, 02/12/12 - 03/10/12	8803087	6,156.00
AMTEC	Professional Fees, Arbitrage Rebate Computation	8803088	600.00
ANIMAL PEST MGMT SERVICES, INC.	Coyote Control Program, Mar '12	8803089	2,500.00
AQUA CHILL OF MISSION VIEJO, INC.	Water Filtration Service, Community Center, Apr '12	8803090	81.89
BUREAU VERITAS NORTH AMERICA	Professional Fees, El Toro Rd @ Carola Street Improvements CIP # 164 and La Paz	8803094	16,231.50
C & A ATHLETICS	Open Space Riparian Habitat CIP # 615		
	Program Supplies, Community Services, Mar '12	8803095	787.44

**CITY OF LAGUNA HILLS
WARRANT REGISTER
April 24, 2012**

4/24/2012 ITEM NO. 4.2

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
C&D ELECTRIC, INC.	Lighting Repairs and Inspections, Parks, Mar - Apr '12	8803096	584.54
C2 REPROGRAPHICS	Printing Expense, Engineering, Mar '12	8803097	46.76
CA BUILDINGS STANDARD COMMISSION	Remittance, Building Fees Collected, Jan - Mar '12	8803098	805.50
CALIFORNIA OFFICE SYSTEMS	Usage - Copier, City Hall, Mar '12	8803099	212.18
CDW GOVERNMENT, INC.	Computer Software, City Clerk and Public Works, Mar '12	8803101	418.94
CERVANTES, EDWARD	Contract Instructor Fee, Cooking Class Spring Session, Community Services	8803102	142.80
CHARLES ABBOTT ASSOCIATES, INC.	Professional Fees, Plan Checking and Building & Safety Services, Mar '12	8803103	5,117.52
COMPLETE OFFICE OF CALIFORNIA	Office Supplies, Community Center, Mar '12	8803104	311.38
COUNTY OF ORANGE\IPF&RD	Remittance, CARITS & Moulton Pkwy Fees Collected, Jan - Mar '12	8803105	30,518.81
DATA TICKET, INC.	Parking Citation Processing Fee and Equipment Lease, Feb '12	8803107	2,472.17
DEPARTMENT OF CONSERVATION	Remittance, SMIP Fees Collected, Jan - Mar '12	8803108	1,354.14
ECONOMICS, INC.	Professional Fees, Recycling Program, Mar '12	8803109	2,054.17
FAUBEL PUBLIC AFFAIRS	Professional Fees, Combined Issue, City Views/Community Services Summer 2012 Activity Guide	8803111	700.00
GORMAN, RON	Contract Instructor Fee, Guitar Spring Session, Community Services	8803114	378.00
GOVPARTNER	Hosting Fees, Request Partner, Mar '12	8803115	500.00
IRV SEAVER MOTORCYCLES	Motorcycle Maintenance, Police Services, Feb '12	8803118	352.10
JAMEY CLARK, INC.	Miscellaneous Park Repairs, Janitorial Services and Graffiti Removal, Mar '12	8803120	6,856.53
LABELS AND FOLDERS.COM	Office Supplies, City Clerk, Mar '12	8803122	137.62
LAW ENFORCEMENT	Law Enforcement Services, Apr '12	8803123	545,032.08
LINDY OFFICE PRODUCTS	Operating Supplies, Apr '12	8803124	4.32
MIGLIACCIO, JENNIFER	Contract Instructor Fee, Early Childhood Spring Session, Community Services	8803125	4,480.00
NIEVES LANDSCAPE, INC.	Monthly Landscape Services, Apr '12	8803130	73,105.47
OFFICE SOLUTIONS	Office and Operating Supplies, Mar - Apr '12	8803131	634.42
ORANGE COUNTY FIRE AUTHORITY	Remittance, Fire Fees Collected, Mar '12	8803133	1,240.00
ORANGE COUNTY REGISTER	Subscription, Community Center, 04/06/12 - 06/01/12	8803134	79.30
ORANGE COUNTY REGISTER-FREEDOM	Legal Advertising, City Clerk, Mar '12	8803135	679.78

**CITY OF LAGUNA HILLS
WARRANT REGISTER
April 24, 2012**

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
ORANGE COUNTY TREASURER	Parking Fee Surcharge, Feb '12	8803136	1,268.75
ORANGE COUNTY TREASURER	Road Maintenance, Feb '12	8803147	25,224.15
QUIKSILVER COURIER	Delivery Service, Mar '12	8803138	29.64
RPW SERVICES, INC.	Rodent Control, Parks, Mar '12	8803148	1,560.00
SAN JOAQUIN HILLS TRANSPORT	Remittance, Transportation Corridor, Fees Collected, Mar '12	8803150	36,850.60
SEMA CONSTRUCTION, INC.	Progress Payment #13, La Paz Widening @ I-5 CIP # 159	8803151	189,800.99
SOUTH COAST WATERS	Facility Maintenance, Water Feature, Community Center, Apr '12	8803153	475.00
STANDARD TEL NETWORKS, LLC	Communication Maintenance Agreement, City Hall, Apr '12 - Mar '13	8803155	4,165.00
STATE DEPARTMENT OF JUSTICE	Pre-employment Fingerprinting, Mar '12	8803156	32.00
SUNSET PROPERTY SERVICES	Street Sweeping, Mar '12	8803157	10,740.43
TECH WASH SERVICES, INC.	Graffiti Removal, Mar '12	8803159	2,625.00
THE LIFE TRENDS GROUP, INC.	Employee Training, AED/CPR Certification, Mar '12	8803160	1,497.81
VCS ENVIRONMENTAL	Professional Fees, Environmental Review, Moulton/La Paz Project, Mar '12	8803161	1,847.50
WATKINS, CRAIG	Umpire Fees, Adult Softball, Community Services	8803163	180.00
WEST COAST ARBORISTS, INC.	Tree Planting, Urban Reforestation, CIP # 320 and Tree Trimming, Mar '12	8803165	5,837.00
XEROX CORPORATION	Usage - Copier, City Hall, Mar '12	8803166	402.78
Total Regular Warrants:			\$ 987,312.01
**WARRANT REGISTER TOTAL **			\$ 1,068,699.96

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES

**ISSUE: PROGRESS PAYMENT NO. 13 FOR LA PAZ ROAD WIDENING AT I-5
IMPROVEMENT PROJECT, CIP NO. 159**

SUMMARY:

Work on the La Paz Road Widening at I-5 Improvement Project, CIP No. 159, began on April 7, 2011, and is being performed by SEMA Construction, Inc. Work performed in March included engineering, progress scheduling, site management, inlet protection, street sweeping, rain event planning, storm water sampling, signage, traffic control, clearing and grubbing, excavation, steel reinforcement, slope protection, asphalt concrete, signal and lighting, mobilization, and electrical. The contractor has submitted the thirteenth progress payment request for approval including Contract Change Order No. 5. The Change Order is necessary to address various items of extra work. Approval of the Progress Payment and Change Order is recommended. In addition, it is recommended that the City Council approve Amendment No. 7 to Agreement for Consulting Services with Parsons Brinckerhoff, Inc., and Amendment No. 1 to Professional Services Agreement with Athalye Consulting Services, Inc., for minor changes to each consultant's scope of work, fee and schedule.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A ten (10) percent retention is withheld from each payment to assure final performance of the work. The contractor for the project, SEMA Construction, Inc., has submitted the thirteenth progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
1	RE Office	.06	LS	\$ 50,000.00	\$ 3,000.00
2	Progress Schedule	.06	LS	\$ 3,000.00	\$ 180.00
3	Time Related Overhead	11	WD	\$ 2,000.00	\$ 22,000.00
4	Construction Site Mgmt	.20	LS	\$ 10,000.00	\$ 2,000.00
7	Temp Fiber Roll	2,375	LF	\$ 2.20	\$ 5,225.00
9	Temp Check Dam	120	LF	\$ 1.80	\$ 216.00
11	Street Sweeping	.10	LS	\$ 25,000.00	\$ 2,500.00
14	Rain Event Action Plan	2	EA	\$ 100.00	\$ 200.00
16	Storm Water Sampling	1	EA	\$ 400.00	\$ 400.00

Agenda Report
Progress Payment No. 13 for La Paz Road Widening
at I-5 Improvement Project
Page 2

17	Lead Compliance Plan	.25	LS	\$ 7,900.00	\$ 1,975.00
18	Construction Signage	.10	LS	\$ 40,400.00	\$ 4,040.00
19	Traffic Control System	.10	LS	\$ 55,700.00	\$ 5,570.00
25	Temp Signal & Lighting	.05	LS	\$ 89,500.00	\$ 4,475.00
26	Portable Message Signs	.10	LS	\$ 1,600.00	\$ 160.00
44	Clearing and Grubbing	.06	LS	\$100,000.00	\$ 6,000.00
45	Roadway Excavation	225	CY	\$ 6.73	\$ 1,514.25
52	Ditch Excavation	50	CY	\$ 37.00	\$ 1,850.00
53	Imported Borrow	225	CY	\$ 10.00	\$ 2,250.00
68	Hot Mix Asphalt (A)	9.10	TN	\$ 78.50	\$ 714.35
71	Hot Mix Asphalt (D)	122	LF	\$ 3.00	\$ 366.00
83	Bar Steel (RW)	6,400	LB	\$.92	\$ 5,888.00
108	Rock Slope (No. 3)	4.20	CY	\$ 270.00	\$ 1,134.00
109	Minor Conc (Ditch)	18	CY	\$ 320.00	\$ 5,760.00
110	Rock Slope Pro Fabric	19.30	SY	\$ 3.50	\$ 67.55
123	Crash Cushion	1	EA	\$ 14,400.00	\$ 14,400.00
124	Conc Barrier	460	LF	\$ 47.00	\$ 21,620.00
131	Signal & Light (1)	.05	LS	\$126,497.46	\$ 6,324.87
135	Ramp Meter System (3)	.03	LS	\$ 13,900.00	\$ 417.00
137	Fiber Communications	.10	LS	\$ 61,900.00	\$ 6,190.00
139	Mobilization	.06	LS	\$402,578.80	\$ 24,154.73
CCO No. 5	B1 – Comp Day	1	LS	\$ 22,000.00	\$ 22,000.00
	C1 – Ped Button	1	LS	\$ 1,881.00	\$ 1,881.00
	D1 – Modify CBS DS	1	LS	\$ 6,449.58	\$ 6,449.58
	F1 – Concrete Gutter	1	LS	\$ 17,000.00	\$ 17,000.00
	G1 – Irrigation La Paz	1	LS	\$ 12,421.33	\$ 12,421.33
	H1 – Patch Column	1	LS	\$ 546.33	\$ 546.33
Total To Date				\$2,722,878.24	
Less Prior Billing				<u>\$2,511,988.25</u>	
Total This Period				\$ 210,889.99	\$210,889.99
Less 10% Retention					<u>\$(21,089.00)</u>
					\$189,800.99

CONTRACT CHANGE ORDER NO. 5

Attached for City Council approval is Contract Change Order No. 5 (CCO #5) for various items of extra work incurred or expected to be incurred by the Contractor necessary to complete the work. This CCO #5 also closes out some work in previous Contract Change Orders, adds miscellaneous work (primarily for underground construction), and adds eleven compensable working days to the contract per additional work in previous Contract Change Orders. The total increase in the contract value is \$61,004.59 and approval of CCO #5 is recommended.

AMENDMENT NO. 7 TO AGREEMENT FOR CONSULTING SERVICES WITH PARSONS BRINCKERHOFF, INC.

Attached for City Council approval is Amendment No. 7 to the Agreement with our Design and Construction Support Consultant for the project. The Amendment acknowledges a name change of the firm, extends the term of the services to the expected project completion date, and adds compensation for construction support and for additional bid and design services provided. The total increase in the contract value is \$44,904.00 and approval of Amendment No. 7 is recommended.

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH ATHALYE CONSULTING ENGINEERING SERVICES, INC.

Attached for City Council approval is Amendment No. 1 to the Agreement with our Construction Management Consultant to address an extension of the term of their services and related additional work for inspection and material testing. The total increase in the contract value is \$77,000.00 and approval of Amendment No. 1 is recommended.

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the La Paz Road Widening at I-5 Improvement Project, CIP No. 159.

RECOMMENDATION: THAT THE CITY COUNCIL: (1) APPROVE PROGRESS PAYMENT NO. 13, IN THE NET AMOUNT OF \$189,800.99, TO SEMA CONSTRUCTION, INC.; (2) APPROVE CONTRACT CHANGE ORDER NO. 5; (3) APPROVE AMENDMENT NO. 7 TO AGREEMENT FOR CONSULTING SERVICES WITH PARSONS BRINCKERHOFF, INC.; AND (4) APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH ATHALYE CONSULTING ENGINEERING SERVICES, FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

ATTACHMENTS:

- Change Order No. 5
- Amendment No. 7 to Agreement for Consulting Services (Parsons Brinckerhoff)
- Amendment No. 1 to Professional Services Agreement (Athalye)

**CITY OF LAGUNA HILLS
CONTRACT CHANGE ORDER**

CONTRACT CHANGE ORDER NO. 5

SHEET 1 OF 5 SHEETS

PROJECT: La Paz Widening at I-5, CIP No. 159

CONTRACTOR: SEMA Construction

In accordance with contract provisions, the following changes in the contract and/or contract work are hereby authorized and as compensation therefore, the following addition to or deductions from the contract price are hereby approved.

Note: This change order is not effective until approved by the City Engineer.

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price, and force account. Unless otherwise stated, rates for rental of equipment are actually used and no allowance will be made for idle time.

Change requested by: City

This change order provides compensation to SEMA Construction for the following extra work:

A1. Supplement #1 to CCO #1 – FINAL:

The final amounts to be paid for CCO #1 shall be as follows:

- Part A1, Yellow Traffic Stripe (Hazardous Waste): \$13,217.09 (no adjustment)
- Part B1, Extra Work at T&M for Misc. Removals, \$2,685.35 (reduced \$1,314.65)
- Part B2, Extra Work at T&M for Water Meter, \$4,099.25 (reduced \$2,400.75)

This change order shall therefore adjust the final contract amount by (\$3,715.40)

Lump Sum Amount = (\$3,715.40)

Total Contact Value Adjustment for CCO 5, A1: \$(3,715.40)

By reason of this order the time of completion will be adjusted as follows:

A: No Adjustment

B1: Supplement #2 to CCO #2 - FINAL:

The total final compensation for Extra Work CCO #2 shall remain \$58,014.87 as provided under CCO #2 and the Supplement #1 to CCO #2 in CCO #4 Part C1. This Supplement #2 therefore

CONTRACT CHANGE ORDER NO. 5

provides no additional compensation for CCO #2 for Extra Work performed and addresses the time extension only.

This CCO #5 shall provide compensation for Time Related Overhead for an 11 day time extension. Bid Item #3 shall increase by 11 Working Days for a total increase in contract value of \$22,000. The 11 day time extension shall be considered to be a negotiated settlement for a time extension for this work rather than acceptance of Time Impact Analysis (TIA) #2 as submitted by SEMA Construction. As part of this negotiated settlement, SEMA Construction agrees that this 11 day time extension plus a previously granted 10-day non-compensable extension granted as a Suspension on Weekly Statement of Working Days #41 shall be a settlement for the submitted TIA #1 and TIA #2. SEMA Construction waives any additional claims for time extensions for all issues on the project through January 04, 2012.

Increase in Bid Item 3 at Contract Unit Price, 11 days x \$2,000 per day= \$22,000.00

Total Contract Value Increase CCO #5, B1: \$22,000.00

By reason of this order the time of completion will be adjusted as follows:

B1: 11 Working Days, Compensable for Time Related Overhead as explained above

C1: Extra Work At Agreed Lump Sum:

Provide a separate Pedestrian Push Button (PPB) Post for the SE corner of Cabot Road and La Paz Road instead of mounting the PPB on the traffic signal pole F on sheet E-1 of the contract plans. The final locations of Signal Pole F and PPB post shall be as directed by the Engineer. Work shall be performed per Caltrans standard plans.

Lump Sum Amount = \$1,881.00

Total Lump Sum Contract Value Increase CCO #5, C1: \$1,881.00

By reason of this order the time of completion will be adjusted as follows:

C1: No Time Extension

D1: Extra Work At Agreed Lump Sum:

Modify two catch basins, DS 12c and 12e as the attached details (Sheets 1 and 2) in order to fit within the median island.

Lump Sum Amount = \$6,449.58

CONTRACT CHANGE ORDER NO. 5

Total Lump Sum Contract Value Increase CCO #5, D1: \$6,449.58

By reason of this order the time of completion will be adjusted as follows:

D1: No Time Extension

E1: Extra Work At Contract Unit Price:

Provide additional excavation (roadway excavation) and backfill (import borrow) in Stage 2 as directed by the Engineer, generally running from the middle of Retaining Wall #2 to the box culvert in the required over-excavation area.

Increase in Bid Item 45, Roadway Ex. 225 CY @ \$6.73/CY = \$1514.25

(Revised Final Pay Quantity for Bid Item 45 = 22,325 CY)

Increase in Bid Item 53, Imported Borrow, 225 CY @ \$10/CY = \$2,250.00

(Revised Final Pay Quantity for Bid Item 53 = 4925 CY)

Total Unit Price Increase CCO #5, E1: \$3,764.25

By reason of this order the time of completion will be adjusted as follows:

E1: No Time Extension

F1: Extra Work At Agreed Lump Sum Price:

This Part F1 shall provide a new Bid Item for the concrete curbs behind retaining walls #2, 3, and 4, plus the tie-back wall as shown on the various retaining wall and tie-back wall plans.

New Bid Item 140, Minor Concrete (Wall Gutter, Lump Sum) = \$17,000.

Total Lump Sum Increase CCO #5, F1: \$17,000

By reason of this order the time of completion will be adjusted as follows:

F1: No Time Extension

G1: Extra Work At Time & Materials (T&M):

Install a new 8" irrigation cross-over through the abandoned 24" RCP crossing at La Paz at approximate STA 18+00, Clean the RCP, install the cross-over, and backfill with slurry. Use this new cross-over to connect to extensions #2 and #3 as shown on Irrigation Plan IP-1.

Final Amount = \$12,421.33

CONTRACT CHANGE ORDER NO. 5

Total Final Increase CCO #5, G1: \$12,421.33

By reason of this order the time of completion will be adjusted as follows:

G1: No Time Extension

H1: Extra Work At Time & Materials (T&M):

Patch spalled bridge columns as directed by the Engineer

Final Amount = \$548.33

Total Final Increase CCO #5, H1: \$548.33

By reason of this order the time of completion will be adjusted as follows:

H1: No Time Extension

I1: Extra Work At Contract Unit Price:

Provide a new drainage system frame and grate for Drainage System 9b. The inlet was changed from OS inlet to a G4 inlet with a bicycle rated grate. This CCO #5 provides additional compensation at contract unit price for the new frame and grate.

Increase in Bid Item #112, Miscellaneous Iron & steel, 285 lb \$2.30 lb = \$655.50
(Revised Final Pay Quantity for Bid Item #112 = 11,185 lb)

Total Unit Price Increase CCO #5, I1: \$655.50

By reason of this order the time of completion will be adjusted as follows:

I1: No Time Extension

J1: Extra Work At Agreed Lump Sum Price:

Perform the following electrical modifications:

J1a: Delete all loop detectors at the Cabot/La Paz Intersection except for advance loops. The intersection will operate off video cameras and advance loops.

J1b: Remove and salvage the existing traffic controller, cabinet, and battery back-up for the La Paz/Cabot Road Intersection and deliver it to the Caltrans District 12 yard. Pick up a new controller cabinet, controller, and battery back-up at the Caltrans District 12 yard and install this new assembly instead of relocating the existing. The new controller shall be Model 2070 instead of the existing Model 170.

CONTRACT CHANGE ORDER NO. 5

J1c: Remove and replace the existing City of Laguna Hills signal interconnect conduit and cable in the sidewalk adjacent to Retaining Wall #1. The existing conduit is not shown on the contract plans. The existing cable end is coiled in the splice cabinet to be relocated and is not connected. The existing conduit and cable should be intercepted in the sidewalk area beyond the beginning of Retaining Wall #1 (approximately) and replace in the new street section so as to avoid conflicts with the new Retaining Wall #1 footing, new drainage structures to be built, and other conflicts between the new construction and the current location of the conduit and cable. No splicing of the cable shall be permitted.

J1d: Relocate the meter pedestal at 25207 La Paz Road, meter #6447768, approximate STA 14+10. The meter pedestal shall be relocated to approximately STA 13+65 as directed by the Engineer. This meter serves a light for the city monument in the median island. This lighting circuit is to be restored as part of this change order to match the existing configuration. The existing street crossing into the median shall be re-used. Coordinate with SDG&E directly to complete the meter pedestal relocation.

Extra Work at Agreed Lump Sum Price = \$0.00

Total Lump Sum Increase CCO #5, J1: \$0.00

By reason of this order the time of completion will be adjusted as follows:

J1: No Time Extension

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in this Change Order, plus all payment for the interruption of schedules.

Extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of this Change Order shall indicate that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and all suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

CONTRACT CHANGE ORDER NO. 5

SUMMARY OF CONTRACT TIME

Original Contract Date:	April 7, 2011
Original Contract Time:	275
Original Completion Date:	May 18, 2012
Time Extension this C.O.:	11
Total Contract Time Extension:	11
Revised Contract Time:	286
Revised Final Completion Due Date:	See Weekly Statement of Working Days
Time Subject to Liquidated Damages:	None
Actual Final Completion Date:	TBD

Original Contract Price	<u>\$4,228,879.00</u>
Prev. Authorized Changes	<u>\$ 184,037.40</u>
This Change (Add)	<u>\$ 61,004.59</u>
Amended Contract Price	<u>\$4,473,920.99</u>

If the Contractor does not sign acceptance of this order, his attention to the requirements of the specifications as to proceeding with the order work and filing a written protest within the time therein specified.

Approved by:

Accepted by:

Director of Public Services

Date

Contractor

Date

Print Name:

AZZAM SAAD
V.B. Contracts

**AMENDMENT NO. 7
TO
AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT ("Amendment No. 7") is made and entered into, to be effective the 24th day of April, 2012, by and between the CITY OF LAGUNA HILLS, hereinafter referred to as "City," and Parsons Brinckerhoff, Inc., formerly PB AMERICAS, INC., hereinafter referred to as "Consultant."

RECITALS

A. City and Consultant previously entered into an Agreement for Consulting Services, which was made and entered into on June 22, 2004, concerning the provision of consulting, design, and engineering services in connection with the construction of certain improvements at La Paz Road and the I-5/La Paz Road interchange (CIP No. 159).

B. Effective November 1, 2011, PB Americas, Inc., a New York Corporation, changed its name to Parsons Brinckerhoff, Inc., a New York Corporation.

C. City and Consultant desire to amend the Agreement for Consulting Services to authorize Consultant to perform additional services.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, THE PARTIES AGREE TO AMEND the Agreement for Consulting Services entered into and effective the 22nd day of June, 2004, hereinafter the "Original Agreement", as amended by Amendment No. 1 on March 8, 2005, Amendment No. 2 on October 24, 2006, Amendment No. 3 on February 12, 2008,

Amendment No. 4 on October 28, 2008, Amendment No. 5 on October 13, 2009, and Amendment No. 6 on May 11, 2010, to the Agreement for Consulting Services, hereinafter "The Amendments," by and between City and Consultant, as follows:

Section 1. Amendment to Scope of Work

Section 1 of the Original Agreement is hereby amended to modify the Scope of Work such that Consultant shall provide additional services by extending the Scope of Work to include design and bid support related tasks described in Exhibit "A", and construction support services described in Exhibit "B", which are attached hereto and incorporated herein by reference.

Section 2. Amendment to Commencement and Completion of Services

Section 2 of the Original Agreement is hereby amended to change the completion date for services provided under the Original Agreement to June 30, 2013.

Section 3. Billing and Payment

Section 3 of the Original Agreement is hereby amended to provide that the total cost to City for Consultant's services provided under the Original Agreement shall not exceed \$1,388,540.00 as detailed in Exhibit "C", which is attached hereto and incorporated herein by reference. Said total cost shall be the total cost of the Original Agreement plus the additional fees authorized pursuant to The Amendments plus additional fees authorized pursuant to this Amendment No. 7. The fees detailed in Exhibits "A" and "B" are specifically identified as fees to be paid on a time and materials, not to exceed, fee basis.

Section 4. Effect of Amendment

This Amendment No. 7 to the Original Agreement only amends the sections of the Original Agreement described above and all other terms and conditions of the Original Agreement shall remain in full force and effect.

Section 5. Corporate Authority

The persons executing this Amendment No. 7 on behalf of the Parties hereto warrant that (1) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment No. 7, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

Section 6. Recitals

The parties acknowledge and agree that the foregoing recitals are true and correct and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed and entered this Amendment No. 7 to the Original Agreement to be effective on the day and year first herein above written.

/ (Signatures next page)

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CONSULTANT:

Parsons Brinckerhoff, INC.,
a New York Corporation

By: _____
Robert J. Close
Vice President

CITY OF LAGUNA HILLS:

By: _____
Bruce E. Channing
City Manager

ATTEST:

By: _____
Peggy J. Johns, City Clerk

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian, City Attorney

EXHIBIT "A"

ADDITIONAL DESIGN AND BID SUPPORT SCOPE OF WORK:

1. Provide cross-sections of pay items for the evaluation of quantities by Contractor and Construction Manager.	\$10,811.00
2. Revise the Traffic Signal drawings to rely upon video traffic detection in lieu of loop detection.	\$ 2,785.00
3. Update drainage design plans to reflect latest Caltrans standard.	\$ 5,545.00
4. Update final plans to match Caltrans revisions and City directed changes to plans.	<u>\$11,263.00</u>
Total	\$30,404.00

EXHIBIT "B"

ADDITIONAL CONSTRUCTION FIELD SUPPORT SCOPE OF WORK:

1. Extend the work of the Landscape Architect to address field changes in irrigation systems, review plant materials at nursery, spot plantings and coordinate with MNWD.	\$10,500.00
2. Extend the work of the Geotechnical Engineer to address changed field conditions requiring additional field observations, laboratory testing and material evaluations.	<u>\$ 4,000.00</u>
Total	\$14,500.00

EXHIBIT "C"

AGREEMENT

FEE

Original Agreement effective June 22, 2005	\$612,817.00
Amendment No. 1 effective March 8, 2005	\$ 48,915.00
Amendment No. 2 effective October 24, 2006	\$214,184.00
Amendment No. 3 effective February 12, 2008	\$120,294.00
Amendment No. 4 effective October 28, 2008	\$ 87,822.00
Amendment No. 5 effective October 13, 2009	\$121,742.00
Amendment No. 6 effective May 11, 2010	\$137,862.00
Amendment No. 7 effective April 24, 2012	<u>\$ 44,904.00</u>
	\$1,388,540.00

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
CONSULTING ENGINEERING CONSTRUCTION MANAGEMENT SERVICES
(Athalye Consulting Engineering Services, Inc.)**

THIS FIRST AMENDMENT to the Athalye Consulting Engineering Services Professional Services Agreement (the "Amendment") is made and entered into to be effective the 24th day of April 2012, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as the "City"), and ATHALYE CONSULTING ENGINEERING SERVICES, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant previously entered into a professional services agreement for the provision of construction management services, including the provision of construction survey services and material and geotechnical testing, as well as other consulting engineering services, in connection with the construction of certain improvements at the La Paz Road and Interstate 5 Interchange (CIP No. 159), which agreement was made and entered into on March 23, 2010, (the "Agreement"). Sections 2.3 (Changes in Scope of Work), 3.4 (Term), 10.3 (Amendments), and 1.8 (Additional Services) provide that the professional services contract may be amended in writing at any time by mutual consent of the Parties.

B. The Parties now desire to amend the Agreement to authorize the Consultant to perform additional services beyond what was included within the Scope of Work set forth in Section 1.1 of the Agreement, to extend the term of the Agreement set forth in Section 3.4 of the Agreement, and to provide for additional compensation as set forth in Section 2.1 of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 1.1, entitled "Scope of Services and Standard of Performance," of the Agreement: Section 1.1 of the Agreement is hereby amended as follows:

Section 1.1 of the Agreement is hereby amended to modify the "Services" or "Work," as defined in the Agreement, such that Consultant shall provide the additional services and related tasks set forth and described in Exhibit "A," which is attached hereto and incorporated herein by reference.

2. Amendment to Section 3.4, entitled "Term," of the Agreement: Section 3.4 of the Agreement is hereby amended in its entirety to read as follows:

Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect until completion of the Services but not exceeding four (4) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "A") and pursuant to Section 3.2 above, unless extended by mutual written agreement of the Parties.

3. Amendment to Section 2.1, entitled "Maximum Contract Amount," of the Agreement: Section 2.1 of the Agreement is hereby amended in its entirety and restated to read as follows:

For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation/Fees, dated March 15, 2010, which is attached hereto as Exhibit "C" and is incorporated herein by reference, but not exceeding the total maximum contract amount of eight hundred seventy six thousand three hundred seventeen dollars and 00/100 (\$876,317) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "C". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Work may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Work. The maximum amount of City's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, consultant shall nevertheless complete the Work without liability on the City's part for further payment beyond the Maximum Contract Amount.

4. Full Force and Effect. This modifying Amendment is supplemental to the Agreement and is by reference made a part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provision of this Amendment shall in all respects govern and control.

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

IN WITNESS WHERE OF, the Parties have executed and entered into this Amendment to the Agreement as of the date first written above.

"CITY"

CITY OF LAGUNA HILLS, a California
municipal corporation

By: _____
Melody Carruth, Mayor

ATTEST:

By: _____
Peggy John, City Clerk

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian,
City Attorney

"CONSULTANT"

Athalye Consulting Engineering Services,
Inc., a California corporation

By: _____
Ashok Athalye, P.E.
President

By: _____
Aruna Athalye
Secretary

EXHIBIT A



26457 Rancho Parkway South, Lake Forest, CA 92630 • Tel: 949-837-6749 • Fax: 949-837-5128 • Email: aathalve@athalveinc.com

April 15, 2012

City of Laguna Hills
Attn: Kenneth H. Rosenfield, Director of Public Services
24035 El Toro Road
Laguna Hills, CA 92653

Subject: La Paz Road Widening, CIP 159, Athalve Budget

Dear Mr. Rosenfield:

The current budget for Athalve Consulting Engineering Services (Athalve) for managing, inspecting, testing, and survey for the subject project may fall short of the needed amount for the project. Therefore, I am requesting an additional \$77,000 at this time as the estimated increase needed for Athalve to complete its added work.

As you know, our charges for most of our services are on a time-and-materials basis. Additionally, we are in a position of having to follow the schedule of the construction contractor, SEMA Construction (SEMA). Therefore, our ability to stay within our budget depends in part upon SEMA's progress on the project. Most of the budget increase we are requesting is for additional inspection hours to cover the work as required by the Caltrans permit.

Using one inspector for 8 hours and 2 hours per day (on average) for the Resident Engineer, our daily construction management and inspection team charges \$1045 per day at the current rate. We anticipate additional days at this time as follows that will put us beyond our original budget:

1. 11 Working Days per CCO #5 (pending time extension for SEMA Construction)
2. 9 Days (Estimated) for projected future non-working days (cancelled work due to rain, etc., when SWPPP inspection and other work items continue)
3. 10 Days (Estimated) of service during Landscape Maintenance (during maintenance period after project acceptance, not in the original scope-of-work)
4. 30 Days of Suspensions of Work. The project has been issued 30 days of suspension to date. Our services continue during these suspensions, in part, as contract administration and SWPPP/Safety inspections must continue per Caltrans requirements. Our initial budget did anticipate the required 275 working days plus some non-working days and suspension days. At this time, we estimate that restoring 30 days of service to our budget will provide the compensation needed for suspensions beyond the initial budget estimate.
5. \$14,300 estimated amount for survey, material testing, and CPM Scheduling assistance. Most of this estimated amount is contingency for anticipated additional survey needs. As the project is completed, I expect that an additional effort will be required of survey for paving La Paz Road. Our contract plans show a simple grind-and-overlay. However, matching the improvements to the existing conditions may require additional survey to profile La Paz Road prior to the overlay and provide grades.

Athalve has also performed additional work beyond our original scope. The MNWD inspections of the recycled water line, right-of-way analysis by Psomas, restaking by Psomas, and environmental services by Ninyo & Moore have cost \$22,764, which was paid through our original budget. Therefore, our net increase requested is actually \$54,236 for covering the original project.

Total fees as indicated will be based on the level of effort to actually required to properly administer and inspect the project. If the level of effort is less than the estimate, the City will be invoiced for the lower amount. Should additional services be required to accomplish the project objectives, said services will be provided following prior notification of, and approval by, the City of Laguna Hills by Addendum.

Please call me on my cell phone at (714) 713-0804 or email at dtiberi@athalyeinc.com if you have any questions or require additional information.

Sincerely,

Athalye Consulting Engineering Services, Inc.

A handwritten signature in blue ink that reads "David Tiberi".

David Tiberi, PE, CCM, PMP

Project Manager

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES

ISSUE: 2012 WEED ABATEMENT PROGRAM

SUMMARY:

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

BACKGROUND:

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

March 2012	Inspect properties for potential weed abatement
April 24, 2012	Adopt a Resolution declaring weeds to be a nuisance and declaring intent to abate weeds
April 26, 2012	Mail notices to property owners of abatement requirements and scheduled Public Hearing
May 22, 2012	Hold Public Hearing and adopt Resolution of abatement order
June 20, 2012	Initiate City weed abatement for non-compliant private properties
June 28, 2012	Send notice to property owners of abatement costs and scheduled Public Hearing
July 10, 2012	Hold Public Hearing on assessment of weed abatement costs
July 24, 2012	Submit costs to County Assessor's office

The attached Resolution initiates the Weed Abatement Program and authorizes the Public Services Department to send notices to property owners advising them to remove any public nuisance (weeds and rubbish among other things) that, when dry, become a fire hazard. Property owners are advised that they have 30 days to comply with cleaning their property and that they may state their objections to the Weed Abatement Notice before the City Council at a Public Hearing to be held on May 22, 2012.

The attached notice will be sent to approximately 530 properties. The notice includes language as required by Code. To soften this language, staff will also enclose an informational letter. In the past, property owners have appropriately responded to the notices to abate weeds. Last year, City contractors performed weed abatement on one private parcel.

The Weed Abatement work is performed on a contract basis, with a five-year contract issued to Igi's Landscape Services on April 13, 2010.

FISCAL IMPACT:

The work has been budgeted for Fiscal Year 2012-2013 in the amount of \$40,000. Some of these costs will be recovered as an assessment upon the private parcels requiring abatement (if any), and the balance relates to the annual clearing of City-owned properties.

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING WEEDS AND RUBBISH ON SPECIFIED PRIVATE PROPERTY TO BE A PUBLIC NUISANCE, COMMENCING PUBLIC PROCEEDINGS, AND SETTING A PUBLIC HEARING FOR MAY 22, 2012."

ATTACHMENTS:

- Resolution
- Weed Abatement List
- Weed Abatement Package

RESOLUTION NO. 2012-04-24-

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 22, 2012

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

SECTION 1. Pursuant to Government Code Section 39560 et seq., weeds growing upon or in front of, and that rubbish, refuse, and dirt upon or in front of certain parcels of land described in the 2012 Weed Abatement List, which is attached hereto and is incorporated herein by this reference, constitute a public nuisance.

SECTION 2. If the public nuisance is not abated and removed by the owner(s) of the parcels of land identified and described in the attached 2012 Weed Abatement List, it is the intention of the City Council of the City of Laguna Hills to have such nuisances abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code Section 39560 et seq., in which case the cost of such removal shall be assessed upon the parcel and lands from which or in front of which such weeds, rubbish, refuse, and/or dirt are removed and that upon confirmation such cost will constitute a lien upon such parcel or lands until paid.

SECTION 3. The weeds growing upon or in front of those certain parcels of land identified and described in the attached 2012 Weed Abatement List are seasonal and recurrent nuisances within the meaning of Government Code Section 39562.1 and, as such, upon the second and any subsequent occurrence of such nuisance on the same parcel or parcels within the same calendar year, no further public hearings shall be held.

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

SECTION 5. The City Clerk is hereby directed, pursuant to Government Code Section 39567.1, to mail written notice of the proposed abatement to all persons owning property identified and described in the attached 2012 Weed Abatement List. The City Clerk shall cause such written notice to be mailed to each person to whom such described property is assessed in the last equalized assessment roll available on the date this resolution is adopted by the City Council. Such notices shall be mailed by the City Clerk at least five (5) days prior to the time for hearing objections by the City Council. The notices mailed by the City Clerk shall be substantially in the form provided by Government Code Section 39566.

SECTION 6. A public hearing concerning proposed abatement, which shall be conducted by the City Council, is hereby set for 7:00 p.m., or as soon thereafter as is practicable, on Tuesday, May 22, 2012, in the City Hall Council Chambers located at 24035 El Toro Road, Laguna Hills, California. At such time, the City Council shall hear and consider all objections, if any, to the proposed removal of weeds, rubbish, refuse, and/or dirt. By motion or resolution at the conclusion of the public hearing, the City Council shall allow or overrule any objections. At that time, the City Council shall acquire jurisdiction to have City authorities proceed and perform the work of removal, pursuant to Government Code Section 39569, and shall issue an abatement order, which decision shall be final.

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

PASSED, APPROVED, AND ADOPTED this 24th day of April 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2012-04-24- adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 24th day of April 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

APN	LOT SIZE	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP	ATTENTION	LOT SIZE
588-111-17		SOUTH POINTE 23441	WATER GARDENS BUSINESS CENTER	11812 SAN VICENTE BLVD 510	LOS ANGELES	CA	90049	CO TERRA ENTERPRISES, INC.	
588-121-01		LAGUNA VILLAGE HOA	LAGUNA VILLAGE HOA	970 CALLE AMANECER	SAN CLEMENTE	CA	92673	ATTN: JULIANA DICKENSEN	
588-141-07		MILL CREEK DR 23092	NEW VISTA SCHOOL	23092 MILL CREEK DRIVE	LAGUNA HILLS	CA	92653		E
616-221-02		MOULTON PLAZA LLC	MOULTON PLAZA LLC	28076 GETTY DRIVE SUITE A	LAGUNA HILLS	CA	92677		
616-235-25		ANCONA 22871	ASHRAF ASHRAFNA	22871 ANCONA	LAGUNA HILLS	CA	92653		A
616-235-27		ANCONA 22885	RICHARD CARUVANA	22885 ANCONA	LAGUNA HILLS	CA	92653		A
616-235-28		ANCONA 22891	ORLANDO DELFIN	22891 ANCONA	LAGUNA HILLS	CA	92653		A
616-241-16		CATANIA 22591	EDWARD KRAUS	22591 CATANIA	LAGUNA HILLS	CA	92653		A
616-263-01		TERNI 22251	SHERYL MC DONALD	22251 TERNI	LAGUNA HILLS	CA	92653		A
616-263-02		TERNI 22241	PAUL P LEW JR	P.O. BOX 2944	LAGUNA HILLS	CA	92654		A
616-263-03		TERNI 22231	LEONARD J LEPERA	3582 S. MALL ST	IRVINE	CA	92606		A
616-263-04		TERNI 22221	MARY ANN TANGLAO	22221 TERNI	LAGUNA HILLS	CA	92653		A
616-263-05		TERNI 22211	STEPHEN N SUKHOV	22211 TERNI	LAGUNA HILLS	CA	92653		A
616-263-06		TERNI 22201	MARIBEL BISHOP	22201 TERNI	LAGUNA HILLS	CA	92653		A
616-263-07		TERNI 22202	CONNIE MAGNUSEN	22202 TERNI	LAGUNA HILLS	CA	92653		A
616-263-08		TERNI 22212	JOHN STEIN	22212 TERNI	LAGUNA HILLS	CA	92653		A
616-263-09		TERNI 22222	DESIREE OLASCOAGA	22222 TERNI	LAGUNA HILLS	CA	92653		A
616-272-12		ADAMO 22182	JAIME SANTOS	7766 VALE DRIVE	WHITTIER	CA	90602		A
616-272-14		ADAMO 22212	CHARLES OLTMAN II	22212 ADAMO	LAGUNA HILLS	CA	92653		A
616-272-15		ADAMO 22222	DONNY TURINGAN	22222 ADAMO	LAGUNA HILLS	CA	92653		A
616-272-21		ADAMO 22252	DAVID SWETS	22252 ADAMO	LAGUNA HILLS	CA	92653		A
616-272-22		SORESINA 23732	MARIA MOERCK	23732 SORESINA	LAGUNA HILLS	CA	92653		A
616-272-23		SORESINA 23736	GABRIELE MILLER	23736 SORESINA	LAGUNA HILLS	CA	92653		A
616-272-24		SORESINA 23718	CRESCENCIA ARTHUR	5112 MINNEOLA DRIVE	FALLBROOK	CA	92028		A
616-291-13		LOMBARDI 22432	GREGORY KENDRICK	22432 LOMBARDI	LAGUNA HILLS	CA	92653		A
620-032-41		25200 LA PAZ ROAD	LA PAZ OFFICE PLAZA LLC	259 S RANDOLPH AVE 140	BREA	CA	92621		A
620-044-03	B = 7,501 - 15,000 SQ. FT.	GRISSOM 25022	RAYMOND C SANDSTROM	P.O. BOX 41088	LONG BEACH	CA	90853		B
620-044-04	B = 7,501 - 15,000 SQ. FT.	GRISSOM 25032	SHIHU CHOU	25032 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-044-05	B = 7,501 - 15,000 SQ. FT.	GRISSOM 25052	DAN PAUL DURHINESCU	25052 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-044-07	B = 7,501 - 15,000 SQ. FT.	GRISSOM 25082	ARIE W DOELITZSCH	25082 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-044-08	B = 7,501 - 15,000 SQ. FT.	GRISSOM 25092	DANIEL J COOPER	25092 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-054-02	B = 7,501 - 15,000 SQ. FT.	BARENTS 25101	ARMIDA NUNEZ	25101 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-054-03	B = 7,501 - 15,000 SQ. FT.	BARENTS 25111	BEHJAT MAHDAVI	25111 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-054-04	B = 7,501 - 15,000 SQ. FT.	BARENTS 25121	MUZAFFAR SIDDIQI	22 NEBRASKA	IRVINE	CA	92606		B
620-054-05	A = 0001 - 7,500 SQ. FT.	BARENTS 25131	JOHN SHEN	3314 MEADOWBRIDGE RD	ORANGE	CA	92667		B
620-054-06	B = 7,501 - 15,000 SQ. FT.	BARENTS 25141	TRANSCEND INVESTMENT LLC	23232 PERALTA DR 220	LAGUNA HILLS	CA	92653		B
620-054-08	B = 7,501 - 15,000 SQ. FT.	BARENTS 25161	MANFRED KUNZE	25161 BARENTS	LAGUNA HILLS	CA	92653		B
620-054-09	B = 7,501 - 15,000 SQ. FT.	BARENTS 25171	MELINA CUNROD	25171 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-064-04	A = 0001 - 7,500 SQ. FT.	VESPUCCI 25151	JOAN VIGLIONE	25151 VESPUCCI	LAGUNA HILLS	CA	92653		A
620-064-05	A = 0001 - 7,500 SQ. FT.	VESPUCCI 25161	JAMES DECHMANN	25161 VESPUCCI	LAGUNA HILLS	CA	92653		A
620-064-09	A = 0001 - 7,500 SQ. FT.	VESPUCCI 25201	STEVEN PAUL BOUY	25201 VESPUCCI	LAGUNA HILLS	CA	92653		A
620-064-12	A = 0001 - 7,500 SQ. FT.	VESPUCCI 25251	CHRIS BABAKITIS	25251 VESPUCCI	LAGUNA HILLS	CA	92653		A
620-083-10	B = 7,501 - 15,000 SQ. FT.	GRISSOM RD 25272	JOHN L KESSLER	25272 GRISSOM ROAD	LAGUNA HILLS	CA	92653		A
620-142-09	B = 7,501 - 15,000 SQ. FT.	GRISSOM 25732	RYAN YOSHIO TAKAYAMA	25732 GRISSOM	LAGUNA HILLS	CA	92653		A
620-142-10	B = 7,501 - 15,000 SQ. FT.	GRISSOM 25742	MARITZA ALVAREZ	25742 GRISSOM	LAGUNA HILLS	CA	92653		A
620-142-11	B = 7,501 - 15,000 SQ. FT.	GRISSOM 25752	DANNY GIBSON	25752 GRISSOM ROAD	LAGUNA HILLS	CA	92653		A
620-191-07	A = 0001 - 7,500 SQ. FT.	LA SUEN 25002	SUSANA LUNA	2538 E. GELID AVENUE	ANAHEIM	CA	92806		A
620-191-08	A = 0001 - 7,500 SQ. FT.	LA SUEN 25012	NANCY LE GAULT	24702 LADERA DRIVE	MISSION VIEJO	CA	92691		A
620-191-09	A = 0001 - 7,500 SQ. FT.	LA SUEN 25022	MIRZA FAIZ BAIG	25022 LA SUEN	LAGUNA HILLS	CA	92653		A
620-191-10	A = 0001 - 7,500 SQ. FT.	LA SUEN 25032	SANGALANG AMELIA	25032 LA SUEN	LAGUNA HILLS	CA	92653		A
620-191-27	B = 7,501 - 15,000 SQ. FT.	LA SUEN 25182	DEAN HENDERSON	25182 LA SUEN	LAGUNA HILLS	CA	92653		B
620-191-28	B = 7,501 - 15,000 SQ. FT.	PIKE ROAD 25186	WILLIAM ESPARZA	25186 PIKE ROAD	LAGUNA HILLS	CA	92653		B
620-241-04		ALICIA PKWY 25401	K&M ROYAL GROUP LLC	1281 PEACOCK HILL DRIVE	SANTA ANA	CA	92705		A
620-251-02		STOCKPORT APARTMENTS	MISSION HILLS INVESTMENT CO #2	949 S. COAST DRIVE, SUITE 600	COSTA MESA	CA	92626		A
620-282-40	B = 7,501 - 15,000 SQ. FT.	TREE TOP 25962	ROBERT BUSTAMANTE	25962 TREE TOP ROAD	LAGUNA HILLS	CA	92653		A
620-282-42	A = 0001 - 7,500 SQ. FT.	TREE TOP 25962	SANG VAN NGUYEN	15911 LAVA WAY	WESTMINSTER	CA	92683		A
620-282-44	A = 0001 - 7,500 SQ. FT.	TREE TOP 25922	KATHERINE FURLAN	25922 TREE TOP ROAD	LAGUNA HILLS	CA	92653		A
620-282-45	A = 0001 - 7,500 SQ. FT.	TREE TOP 25912	PHAN JOHN VAN	25912 TREE TOP ROAD	LAGUNA HILLS	CA	92653		A
620-283-18		TREE TOP 25902	PATRICK SUZUKIDA	25902 TREE TOP	LAGUNA HILLS	CA	92653		A
620-283-19	A = 0001 - 7,500 SQ. FT.	TREE TOP 25812	TONY DELGADO	25812 TREE TOP	LAGUNA HILLS	CA	92653		A
620-283-20	A = 0001 - 7,500 SQ. FT.	TREE TOP 25822	ROGEL GALANG	27482 COUNTRY LANE ROAD	LAGUNA NIGUEL	CA	92677		A
620-283-21	A = 0001 - 7,500 SQ. FT.	TREE TOP 25822	EDWARD SILVA	25832 TREE TOP ROAD	LAGUNA HILLS	CA	92653		B
620-283-22	A = 0001 - 7,500 SQ. FT.	TREE TOP 25842	ELEN R. WAKEFIELD	25842 TREE TOP ROAD	LAGUNA HILLS	CA	92653		B
620-283-27	A = 0001 - 7,500 SQ. FT.	TREE TOP 25992	KATHY CORNETT	25992 TREE TOP ROAD	LAGUNA HILLS	CA	92653		B
620-371-10	A = 0001 - 7,500 SQ. FT.	BARENTS 25452	DANIEL CONSTANTINESCU	P.O. Box 3404	LAGUNA HILLS	CA	92654		B
620-371-13	A = 0001 - 7,500 SQ. FT.	GRISSOM 24896	PAMELA PEREZ	24896 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-372-16	B = 7,501 - 15,000 SQ. FT.	GRISSOM 24872	CHAU QUY TRAN	24872 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-372-17	B = 7,501 - 15,000 SQ. FT.	GRISSOM 24862	RAYMOND PHUA	24862 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-372-20	B = 7,501 - 15,000 SQ. FT.	GRISSOM 24602	HAGOP JACK BALTAYAN	24802 GRISSOM ROAD	LAGUNA HILLS	CA	92653		C
620-372-23	B = 7,501 - 15,000 SQ. FT.	GRISSOM 24772	RENE JIMENEZ	24772 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-372-24	B = 7,501 - 15,000 SQ. FT.	GRISSOM 24762	VA - ING LIN	10106 ANDY REESE CT.	GARDEN GROVE	CA	92643		B
620-372-25	B = 7,501 - 15,000 SQ. FT.	GRISSOM 24752	CRAIG TALBOT	24752 GRISSOM ROAD	LAGUNA HILLS	CA	92653		B
620-372-26	C = 15,001 - 30,000 SQ. FT.	BARENTS 25485	JOSEPH CASTRO	25485 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-372-30	B = 7,501 - 15,000 SQ. FT.	BARENTS 25461	MAX WIENER	25461 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-372-33	B = 7,501 - 15,000 SQ. FT.	BARENTS 25421	SETH KILMAN	25421 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-372-34	B = 7,501 - 15,000 SQ. FT.	BARENTS 25411	ISAAC GIRVAN	20050 ALISO CREEK RD	LAGUNA NIGUEL	CA	92677		B
620-372-35	B = 7,501 - 15,000 SQ. FT.	BARENTS 25391	MICHAEL L TANNER	25391 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-372-36	B = 7,501 - 15,000 SQ. FT.	BARENTS 25381	MOHAMMED FAZIL	17385 SUMMER OAK PL	YORBA LINDA	CA	92686		B

APN	LOT SIZE	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP	ATTENTION	LOT SIZE
620-381-11	B = 7,501 - 15,000 SQ. FT.	GRISWOLD 24996	ALONSO J. FRANCISCO	24966 GRISWOLD ROAD	LAGUNA HILLS	CA	92653		B
620-384-03	B = 7,501 - 15,000 SQ. FT.	BARENTS 25291	ZAHOR ALVI	25291 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-384-04	B = 7,501 - 15,000 SQ. FT.	BARENTS 25295	DONALD RABAS	25295 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-384-05	B = 7,501 - 15,000 SQ. FT.	BARENTS 25301	PRESLEY JR GUJO	25301 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-384-07	B = 7,501 - 15,000 SQ. FT.	BARENTS 25321	RICARDO SANTIAGO	25321 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-384-08	B = 7,501 - 15,000 SQ. FT.	BARENTS 25331	ROBERT KARR	25331 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-384-09	B = 7,501 - 15,000 SQ. FT.	BARENTS 25341	IRFAN HEMANI	25341 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-384-10	B = 7,501 - 15,000 SQ. FT.	BARENTS 25351	PAUL R. KHOSHABA	25351 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-384-11	B = 7,501 - 15,000 SQ. FT.	BARENTS 25351	RAUL M. GONZALEZ	25351 BARENTS ST.	LAGUNA HILLS	CA	92653		B
620-384-12	B = 7,501 - 15,000 SQ. FT.	BARENTS 25361	JP MORGAN CHASE BANK	7255 BAYMEADOWS WAY	JACKSONVILLE	FL	32256		B
620-401-01	B = 7,501 - 15,000 SQ. FT.	BARENTS 25181	SUSAN E BROWN	25371 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-401-03	B = 7,501 - 15,000 SQ. FT.	BARENTS 25195	HUZEFA HAKIM	25181 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-401-04	B = 7,501 - 15,000 SQ. FT.	BARENTS 25211	TIFFANY ELIZABETH KONG	25195 BARENTS STREET	LAGUNA HILLS	CA	92653		B
620-401-05	B = 7,501 - 15,000 SQ. FT.	BARENTS 25201	MARK LEAVITT	25201 BARENTS STREET	LAGUNA HILLS	CA	92653		E
620-401-08	B = 7,501 - 15,000 SQ. FT.	BARENTS 25241	CHRISTOPHER NGUYEN	25211 BARENTS STREET	LAGUNA HILLS	CA	92653		D
620-401-09	B = 7,501 - 15,000 SQ. FT.	BARENTS 25241	GARRY HARVEY	25241 BARENTS STREET	LAGUNA HILLS	CA	92653		D
620-461-19	B = 7,501 - 15,000 SQ. FT.	BARENTS 25251	FERECHE SADIJI	25251 BARENTS STREET	LAGUNA HILLS	CA	92653		D
620-461-21	B = 7,501 - 15,000 SQ. FT.	BARENTS 25251	ALISO CREEK E/O PASEO DE VAL	P. O. BOX 4048	SANTA ANA	CA	92702	ATTN: RON BROADBELT	
620-461-33	B = 7,501 - 15,000 SQ. FT.	BARENTS 25291	ALISO CREEK E/O PASEO DE VAL	P. O. BOX 4048	SANTA ANA	CA	92702	ATTN: STAN BENGTON	
625-021-07	B = 7,501 - 15,000 SQ. FT.	BARENTS 25681	RANGER STAN BENGTON	28373 ALICIA PARKWAY	LAGUNA NIGUEL	CA	92677		
625-211-03	B = 7,501 - 15,000 SQ. FT.	BARENTS 25681	SADDLEBACK VALLEY USD	25631 DISCOW DRIVE	MISSION VIEJO	CA	92691	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRE	
625-301-54	B = 7,501 - 15,000 SQ. FT.	BARENTS 25681	ALISO MEADOWS CONDOS	65381 G ALICIA PARKWAY 169	LAGUNA HILLS	CA	92653	PETER DIVAS	
625-311-02	B = 7,501 - 15,000 SQ. FT.	BARENTS 25681	ALISO VIEJO COMMUNITY	81 COLUMBIA #101	ALISO VIEJO	CA	92656		
625-322-26	B = 7,501 - 15,000 SQ. FT.	BARENTS 25681	CARMEN CARCIELLO	24701 MANDEVILL DR	LAGUNA HILLS	CA	92653		
627-033-09	B = 7,501 - 15,000 SQ. FT.	BARENTS 25681	RIDGEFIELD HOMEOWNERS ASSOCIATION	2 CORPORATE PARK # 200	LAGUNA HILLS	CA	92714		
627-033-10	B = 7,501 - 15,000 SQ. FT.	BARENTS 25681	STATE OF CALIFORNIA	2501 PULLMAN ST	SANTA ANA	CA	92705	RIGHT OF WAY SECTION	
627-041-01	B = 7,501 - 15,000 SQ. FT.	BARENTS 24761	WILLIAM SULLIVAN FAMILY TRUST	3337 MICHELSON DRIVE #380	IRVINE	CA	92653		D
627-041-12	B = 7,501 - 15,000 SQ. FT.	BARENTS 24771	PARVIZ SHAMS	24761 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		D
627-041-13	B = 7,501 - 15,000 SQ. FT.	BARENTS 24781	THOMAS V BOYLES	1234 ANACAPA WAY	LAGUNA BEACH	CA	92651		C
627-041-15	B = 7,501 - 15,000 SQ. FT.	BARENTS 24811	JOHN FITZGERALD	24781 RED LODGE PLACE	LAGUNA HILLS	CA	92653		E
627-041-17	B = 7,501 - 15,000 SQ. FT.	BARENTS 24831	JOHN R CRAIG	24811 RED LODGE PLACE	LAGUNA HILLS	CA	92653		E
627-041-18	B = 7,501 - 15,000 SQ. FT.	BARENTS 24841	BARRY D ANDREWS	P. O. BOX 3339	LAGUNA HILLS	CA	92654		D
627-041-24	B = 7,501 - 15,000 SQ. FT.	BARENTS 24761	GAIL RAMSEY	24841 RED LODGE PLACE	LAGUNA HILLS	CA	92653		C
627-041-25	B = 7,501 - 15,000 SQ. FT.	BARENTS 24762	MICHAEL J BLUMENFELD	24762 RED LODGE PLACE	LAGUNA HILLS	CA	92653		D
627-051-01	B = 7,501 - 15,000 SQ. FT.	BARENTS 24891	WILLIAM F & KRISTINA FREY	24761 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		E
627-051-02	B = 7,501 - 15,000 SQ. FT.	BARENTS 24891	EHLER INTER VIVOS TRUST	P. O. BOX 11	SEASIDE	OR	92738		E
627-051-04	B = 7,501 - 15,000 SQ. FT.	BARENTS 24841	HOUSHANG ESFAHANI	27671 GOLD DUST LANE	LAGUNA HILLS	CA	92653		D
627-051-05	B = 7,501 - 15,000 SQ. FT.	BARENTS 24881	SHERI ALENE TR SENTER	24861 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		D
627-051-06	B = 7,501 - 15,000 SQ. FT.	BARENTS 24881	JASIM AL-ABDULLA	24981 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		D
627-051-07	B = 7,501 - 15,000 SQ. FT.	BARENTS 24891	BOB LINDLEY	24981 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		D
627-051-08	B = 7,501 - 15,000 SQ. FT.	BARENTS 24891	PHILIP COLLEN	9350 WILSHIRE BLVD. #250	BEVERLY HILLS	CA	90212		E
627-051-09	B = 7,501 - 15,000 SQ. FT.	BARENTS 24891	JOHN BARTLETT	26951 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653		C
627-051-10	B = 7,501 - 15,000 SQ. FT.	BARENTS 24891	DAVID LUBOWE	26931 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653		C
627-051-11	B = 7,501 - 15,000 SQ. FT.	BARENTS 24891	DORMING WONG	26921 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653		C
627-051-13	B = 7,501 - 15,000 SQ. FT.	BARENTS 24891	RICHARD CROWLEY	26881 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653		C
627-051-14	B = 7,501 - 15,000 SQ. FT.	BARENTS 24891	HAI NGUYEN	24864 MURLANDS BLVD	LAKE FOREST	CA	92630		D
627-051-15	B = 7,501 - 15,000 SQ. FT.	BARENTS 24891	EQUITY TRUST	1001 E WT HARRIS BLVD P188	CHARLOTTE	NC	28213		E
627-061-01	B = 7,501 - 15,000 SQ. FT.	BARENTS 26861	MOMAHED ZOLFAGHARI	26872 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653		C
627-061-02	B = 7,501 - 15,000 SQ. FT.	BARENTS 26872	JAMES D SUTHERLAND	26882 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653		D
627-061-03	B = 7,501 - 15,000 SQ. FT.	BARENTS 26892	BILLIE LOU MITCHELL	26902 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653		D
627-061-13	B = 7,501 - 15,000 SQ. FT.	BARENTS 26891	REISMAN FAMILY TRUST	26881 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653		D
627-061-14	B = 7,501 - 15,000 SQ. FT.	BARENTS 26871	BEEUWSEART FAMILY TRUST	26871 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653		D
627-061-15	B = 7,501 - 15,000 SQ. FT.	BARENTS 26872	JUNE D QUIRK	26872 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653		D
627-061-17	B = 7,501 - 15,000 SQ. FT.	BARENTS 26922	RONALD MILFS	26922 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653		C
627-061-18	B = 7,501 - 15,000 SQ. FT.	BARENTS 26932	ROBERT LEE WESSEL	26932 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653		C
627-061-20	B = 7,501 - 15,000 SQ. FT.	BARENTS 26962	MICHAEL J SULLIVAN	26962 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653		C
627-071-05	B = 7,501 - 15,000 SQ. FT.	BARENTS 25212	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DR	LAGUNA HILLS	CA	92653		D
627-081-10	B = 7,501 - 15,000 SQ. FT.	BARENTS 25372	BILL AINSWORTH	25372 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653		D
627-081-11	B = 7,501 - 15,000 SQ. FT.	BARENTS 25361	KENNETH JAFFE	25361 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653		C
627-081-12	B = 7,501 - 15,000 SQ. FT.	BARENTS 25371	JOHN G DONAHUE	25371 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653		D
627-081-13	B = 7,501 - 15,000 SQ. FT.	BARENTS 25381	STEPHENS O CHARRA	25381 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653		E
627-081-15	B = 7,501 - 15,000 SQ. FT.	BARENTS 25411	PETER PAUL STEFFEN	25411 SPOTTED PONY LN.	LAGUNA HILLS	CA	92653		D
627-081-16	B = 7,501 - 15,000 SQ. FT.	BARENTS 25431	ELIZABETH CAVALLO	25431 SPOTTED PONY LN.	LAGUNA HILLS	CA	92653		D
627-081-20	B = 7,501 - 15,000 SQ. FT.	BARENTS 25471	JAMES LUZZI	25471 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653		D
627-081-21	B = 7,501 - 15,000 SQ. FT.	BARENTS 25511	JOSE DONALD J DOUGHER INCEARA	16 CORPORATE PLAZA DR	NEWPORT BEACH	CA	92660		C
627-091-01	B = 7,501 - 15,000 SQ. FT.	BARENTS 25511	KAMRIZ HOSN	25511 SPOTTED PONY LN	LAGUNA HILLS	CA	92653		A
627-091-02	B = 7,501 - 15,000 SQ. FT.	BARENTS 27076	DAVID WOUTASZEK	27076 HIDDEN TRAIL	LAGUNA HILLS	CA	92653		D
627-091-03	B = 7,501 - 15,000 SQ. FT.	BARENTS 27086	DEAN LARSEN TRUST	27086 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		C
627-091-04	B = 7,501 - 15,000 SQ. FT.	BARENTS 27086	LARRY MAILAY	27086 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		C
627-091-05	B = 7,501 - 15,000 SQ. FT.	BARENTS 27092	DONALD SEDGWICK	27092 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		C
627-091-11	B = 7,501 - 15,000 SQ. FT.	BARENTS 27096	DOUGLAS PRINGS	27096 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		C
627-091-13	B = 7,501 - 15,000 SQ. FT.	BARENTS 25421	RICHARD CHRISTIE TRUST	25421 WAGON WHEEL CIRCLE	LAGUNA HILLS	CA	92653		C
627-092-10	B = 7,501 - 15,000 SQ. FT.	BARENTS 25451	JOHN E YOUNG	25451 WAGON WHEEL CIRCLE	LAGUNA HILLS	CA	92653		B
627-101-01	B = 7,501 - 15,000 SQ. FT.	BARENTS 27073	JEFF KEANE	27073 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		C
627-101-02	B = 7,501 - 15,000 SQ. FT.	BARENTS 27052	JAMES V DI MARIA	27052 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		E
627-102-04	B = 7,501 - 15,000 SQ. FT.	BARENTS 27152	POHAN CHIANG	27152 SHEVANDOH DRIVE	LAGUNA HILLS	CA	92653		D
627-102-05	B = 7,501 - 15,000 SQ. FT.	BARENTS 27182	BRIAN ROBINSON	27182 SHEVANDOH DRIVE	LAGUNA HILLS	CA	92653		D

2012 WEED ABATMENT LIST

APN	LOT SIZE	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP	ATTENTION	LOT SIZE
627-102-07	D = 30,001 - 43,560 SQ. FT.	SHENANDOAH DRIVE 27181	JIM BISHOP	27181 SHENANDOAH DRIVE	LAGUNA HILLS	CA	92653		E
627-102-13	HIDDEN TRAIL RD 27055		ALI TABATABAI	27055 HIDDEN TRAIL RD	LAGUNA HILLS	CA	92653		D
627-102-16	D = 30,001 - 43,560 SQ. FT.	NELLIE GAIL ROAD 25072	JOHN PARK	25072 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		D
627-102-17	E = OVER 1 ACRE	LOST COLT DRIVE 27222	MICHAEL R MILLER	27222 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		E
627-102-18	D = 30,001 - 43,560 SQ. FT.	LOST COLT DRIVE 27232	TALEVICH TRUST	27232 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		E
627-111-01	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 25011	LARRY J HAMILTON	25011 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-111-02	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 25021	CHARLES SLOAN	25021 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-111-03	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 25041	ROBERT E ALVAREZ	25041 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-112-04	D = 30,001 - 43,560 SQ. FT.	NELLIE GAIL ROAD 25022	TODD BARKOURAS	25022 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-112-05	D = 30,001 - 43,560 SQ. FT.	NELLIE GAIL ROAD 25012	GEORGE HUNG	25012 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-112-06	D = 30,001 - 43,560 SQ. FT.	NELLIE GAIL ROAD 24992	IRVING GRAHAM AUSTIN	24992 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-112-09	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27162	WILLIAM KAWITTER	27162 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-112-10	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27172	DEBRA MONAHAN TRUST	27172 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-112-11	D = 30,001 - 43,560 SQ. FT.	LOST COLT DRIVE 27182	DAVID J GUY	27182 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		D
627-112-14	D = 30,001 - 43,560 SQ. FT.	LOST COLT DRIVE 27186	JOANNA SWIAKOWSKA	27186 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		D
627-112-15	E = OVER 1 ACRE	LOST COLT DRIVE 27202	KAMRIZ HOSH	27202 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-113-01	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27212	PATRICK HUNT	27212 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-113-02	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27261	PERON FAMILY TRUST	27261 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		B
627-113-04	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27211	JAMES R TR BOSEMER	27211 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-113-05	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27201	SCOTT PETERSON	27201 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-113-06	B = 7,501 - 15,000 SQ. FT.	LOST COLT DRIVE 27195	NEIL D TR SLATE	27195 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		D
627-113-07	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27191	TERENCE TYRRELL	27191 LOST COLT DR	LAGUNA HILLS	CA	92653		B
627-113-08	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27181	JOHN PICKETT	27181 LOST COLT DR	LAGUNA HILLS	CA	92653		D
627-113-09	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27171	MATTHEW THOMAS HRDLICKA	27171 LOST COLT DR	LAGUNA HILLS	CA	92653		D
627-113-10	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27161	ROY POLIZZI	27161 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-121-02	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 24982	JAMES RYDER	24982 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-121-03	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 24942	MICHAEL P SULLIVAN	24942 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		E
627-121-05	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 24892	JAMSHID NAJAH	24892 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		D
627-121-06	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 24872	DOUGLAS DIMITRU	24872 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		D
627-121-15	LOST COLT DRIVE 27086		JOHN ADAMS	27086 LOST COLT	LAGUNA HILLS	CA	92653		C
627-121-16	LOST COLT DRIVE 27092		CLARENCE P BECMAR	27092 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-121-17	LOST COLT DRIVE 27102		BYRON GROVES TRUST	27102 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-121-18	LOST COLT DRIVE 27112		JESUS VALADEZ	27112 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-122-01	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27151	SAEED SHAFIE-POUR	27151 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		B
627-122-03	B = 7,501 - 15,000 SQ. FT.	LOST COLT DRIVE 27131	JANET SANFORD	27131 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		B
627-122-04	B = 7,501 - 15,000 SQ. FT.	LOST COLT DRIVE 27121	GERALD L BULLAS	27121 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		C
627-122-07	C = 15,001 - 30,000 SQ. FT.	BEAR GRASS CIRCLE 24831	PHILIP GURAL	24831 BEAR GRASS CIRCLE	LAGUNA HILLS	CA	92653		C
627-131-01	C = 15,001 - 30,000 SQ. FT.	MUSTANG DRIVE 25071	ROBERT J TR MILNER	25071 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		C
627-131-04	C = 15,001 - 30,000 SQ. FT.	MUSTANG DRIVE 25051	CHAD & RACHEL ALVES	25051 MUSTANG DR	LAGUNA HILLS	CA	92653		C
627-131-05	C = 15,001 - 30,000 SQ. FT.	MUSTANG DRIVE 25041	JAMES M THAYER	25041 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		E
627-131-06	MUSTANG DRIVE 25031		RICHARD S. EASTON	25031 MUSTANG DR	LAGUNA HILLS	CA	92653		E
627-132-01	D = 30,001 - 43,560 SQ. FT.	MUSTANG DRIVE 25082	IRAJ GHANAVATI	25011 MUSTANG DR	LAGUNA HILLS	CA	92653		D
627-132-02	C = 15,001 - 30,000 SQ. FT.	MUSTANG DRIVE 25062	GARY A MAGILL	25062 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		D
627-132-03	C = 15,001 - 30,000 SQ. FT.	MUSTANG DRIVE 25052	PAUL P MOORE	25062 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		E
627-132-08	BUCKSKIN DRIVE 25131		PATRICK HORN	25052 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		E
627-132-09	D = 30,001 - 43,560 SQ. FT.	BUCKSKIN DRIVE 25151	STEVE PERRY	25131 BUCKSKIN DR	LAGUNA HILLS	CA	92653		D
627-141-03	C = 15,001 - 30,000 SQ. FT.	BUCKSKIN DRIVE 24861	JOE VARGAS	25151 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653		E
627-141-04	E = OVER 1 ACRE	BUCKSKIN DRIVE 24881	MOHAMMAD HASHEMI	24861 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653		E
627-141-05	BUCKSKIN DRIVE 24891		CODY GLENN	24891 BUCKSKIN DR	LAGUNA HILLS	CA	92653		E
627-141-12	D = 30,001 - 43,560 SQ. FT.	MUSTANG DRIVE 24971	CAROLYN PARDOE	24971 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		D
627-141-13	E = OVER 1 ACRE	MUSTANG DRIVE 24981	HODGES HARALSON	24981 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		D
627-151-02	E = OVER 1 ACRE	SADDELEHORN LANE 26561	JEFFREY L OTTMAN	24961 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		D
627-151-07	B = 7,501 - 15,000 SQ. FT.	BUCKBOARD LANE 24851	FRED BARKER	26561 SADDLEHORN LANE	LAGUNA HILLS	CA	92653		E
627-151-08	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 24861	ELIZABETH RITZ	24851 BUCKBOARD LN	LAGUNA HILLS	CA	92653		E
627-152-02	E = OVER 1 ACRE	BUCKSKIN DRIVE 24811	THO NGUYEN	24861 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		D
627-152-03	E = OVER 1 ACRE	BUCKBOARD LANE 24792	JOSE A FRANCO	501 ROWLAND AVE.	SANTA ANA	CA	92707		C
627-152-04	E = OVER 1 ACRE	BUCKBOARD LANE 24802	JASON BOUQUET	24792 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		C
627-152-05	E = OVER 1 ACRE	BUCKBOARD LANE 24812	DONALD OHIG	24802 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		B
627-161-01	D = 30,001 - 43,560 SQ. FT.	STETSON PLACE 26641	LAWRENCE R JONES	24812 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		E
627-162-01	D = 30,001 - 30,000 SQ. FT.	STETSON PLACE 26642	ANDY HENG-SHIUNG LEE	26641 STETSON PLACE	LAGUNA HILLS	CA	92653		D
627-163-02	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 24862	GERARD J PAPA	26642 STETSON PLACE	LAGUNA HILLS	CA	92653		E
627-163-04	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 24862	CHARLES VAN DRUFF	24862 BUCKBOARD LN	LAGUNA HILLS	CA	92653		A
627-163-09	C = 15,001 - 30,000 SQ. FT.	BUCKBOARD LANE 24972	KANAN BLAKE	24862 BUCKBOARD LN	LAGUNA HILLS	CA	92653		C
627-172-02	C = 15,001 - 30,000 SQ. FT.	BUCKSKIN DRIVE 25002	JANET LARSON	24972 BUCKBOARD LN	LAGUNA HILLS	CA	92653		C
627-172-05	C = 15,001 - 30,000 SQ. FT.	SADDELEHORN LANE 26542	DARA ALBOUYEH	4 SUDBURY ROAD	WELLESLEY	MA	02481		D
627-172-06	C = 15,001 - 30,000 SQ. FT.	SADDELEHORN LANE 26552	PETER SLOAN	24912 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653		C
627-172-07	E = OVER 1 ACRE	SADDELEHORN LANE 26562	PETER KEMPF	26542 SADDLEHORN LN	LAGUNA HILLS	CA	92653		E
627-172-12	D = 30,001 - 43,560 SQ. FT.	STETSON PLACE 26561	RAY YUE KWANG YANG	26552 SADDLEHORN LN	LAGUNA HILLS	CA	92653		C
627-172-13	STETSON PLACE 26562		TIMOTHY J PARKER	26561 STETSON PLACE	MORGANTOWN	WV	26505		C
627-172-14	STETSON PLACE 26566		DONALD SMITH	P.O. BOX 3077	LAGUNA HILLS	CA	92654		E
627-172-15	C = 15,001 - 30,000 SQ. FT.	STETSON PLACE 26576	TSUNG WHEI TSAI	26566 STETSON PL	LAGUNA HILLS	CA	92653		E
627-172-16	C = 15,001 - 30,000 SQ. FT.	STETSON PLACE 26592	JOSEPH LONG	23951 AZUSA ST	LAKE FOREST	CA	92630		E
627-172-17	C = 15,001 - 30,000 SQ. FT.	STETSON PLACE 26602	TIMOTHY WELCH	26592 STETSON PL	LAGUNA HILLS	CA	92653		D
627-172-18	C = 15,001 - 30,000 SQ. FT.	STETSON PLACE 26622	JOHN SIRAGUSA	26602 STETSON PLACE	LAGUNA HILLS	CA	92653		C
627-181-02	D = 30,001 - 43,560 SQ. FT.	BUCKSKIN DRIVE 25071	GERALD BREWER	26622 STETSON PLACE	LAGUNA HILLS	CA	92653		E
627-181-03	BUCKSKIN DRIVE 25051		LINDA PANTA	25051 BUCKSKIN DR	LAGUNA HILLS	CA	92653		C
627-181-03	BUCKSKIN DRIVE 25051		DOUGLAS NILSEN	25051 BUCKSKIN DR	LAGUNA HILLS	CA	92653		B

APN	LOT SIZE	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP	ATTENTION	LOT SIZE
627-182-01	C = 15,001 - 30,000 SQ. FT.	BUCKSKIN DRIVE 24982	BUCKSKIN FAMILY TRUST	24982 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653		C
627-182-02	C = 15,001 - 30,000 SQ. FT.	BUCKSKIN DRIVE 24982	CURTIS SCHEETZ	24982 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653		B
627-182-03	D = 30,001 - 43,560 SQ. FT.	SILVER SADDLE LANE 26481	AL TR RAFAT	26481 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653		C
627-183-01	D = 30,001 - 43,560 SQ. FT.	SILVER SADDLE LANE 26482	DEBORAH FISHER	26482 SILVER SADDLE LN	LAGUNA HILLS	CA	92653		C
627-183-02	D = 30,001 - 43,560 SQ. FT.	SILVER SADDLE LANE 26482	MICHAEL J GAHAGAN	26482 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653		E
627-183-03	D = 30,001 - 43,560 SQ. FT.	SILVER SADDLE LANE 26482	PAUL J JR STANISLAW	26482 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653		E
627-183-04	C = 15,001 - 30,000 SQ. FT.	BROKEN BIT LANE 26481	GREGORY PALMER	26481 BROKEN BIT LANE	LAGUNA HILLS	CA	92653		B
627-183-05	C = 15,001 - 30,000 SQ. FT.	BROKEN BIT LANE 26501	CARL B JR TR STILSON	26501 BROKEN BIT LANE	LAGUNA HILLS	CA	92653		B
627-191-02	B = 7,501 - 15,000 SQ. FT.	BUCKSKIN DRIVE 25211	BERNARD ABRAMS	3901 E COAST HWY 56	LAGUNA HILLS	CA	92653		B
627-191-03	B = 7,501 - 15,000 SQ. FT.	BUCKSKIN DRIVE 25231	GLEN & CAROL LEW	25231 BUCKSKIN	CORONA DEL MAR	CA	92625		C
627-191-04	C = 15,001 - 30,000 SQ. FT.	SORRELL PL 26351	JAMES ROSZAK	26351 SORRELL PL	LAGUNA HILLS	CA	92653		C
627-192-06	C = 15,001 - 30,000 SQ. FT.	BROKEN BIT LANE 26412	DAVID TOVEY	26412 BROKEN BIT LANE	LAGUNA HILLS	CA	92653		D
627-192-07	C = 15,001 - 30,000 SQ. FT.	BROKEN BIT LANE 26432	THEODORE MARAVICH	1842 SANTIAGO DRIVE	NEWPORT BEACH	CA	92660		C
627-192-08	C = 15,001 - 30,000 SQ. FT.	BROKEN BIT LANE 26452	BELLVIEW MANAGEMENT LTD	26452 BROKEN BIT LANE	LAGUNA HILLS	CA	92653		C
627-201-01	D = 30,001 - 43,560 SQ. FT.	SILVER SADDLE LANE 26491	JOHN P VORSHECK	26491 SILVER SADDLE LN	LAGUNA HILLS	CA	92653		C
627-201-03	C = 15,001 - 30,000 SQ. FT.	SILVER SADDLE LANE 26502	VICTORIA GIRARD	26502 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653		C
627-201-04	D = 30,001 - 43,560 SQ. FT.	BROKEN BIT LANE 26532	CLARENCE M CUNNINGHAM	26532 BROKEN BIT LANE	LAGUNA HILLS	CA	92653		D
627-201-09	D = 30,001 - 43,560 SQ. FT.	BROKEN BIT LANE 26542	SAVAGE FAMILY TRUST	26542 BROKEN BIT LANE	LAGUNA HILLS	CA	92653		D
627-201-11	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 25161	LOUISE LARSON	25161 BUCKBOARD LANE	LAGUNA HILLS	CA	91653		E
627-201-12	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 25151	JOHN P BOGIKES	25151 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		E
627-211-01	B = 7,501 - 15,000 SQ. FT.	BUCKBOARD LANE 25145	MARK GALLUZZO	25145 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		E
627-211-02	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 25141	MICHAEL D THOMPSON	25141 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		D
627-211-03	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 25131	ARTHUR B CORISH	25131 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		D
627-211-04	C = 15,001 - 30,000 SQ. FT.	BUCKBOARD LANE 25091	TODD & CHRISTINA MUDD	25111 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		D
627-212-03	C = 15,001 - 30,000 SQ. FT.	BUCKBOARD LANE 25072	ALAN SPALDING	25072 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		B
627-212-04	C = 15,001 - 30,000 SQ. FT.	BUCKBOARD LANE 25072	WAQAR HAIDER	25072 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		D
627-212-05	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 25102	RICARDO DVALOS	25092 BUCKBOARD LN	LAGUNA HILLS	CA	92653		D
627-212-06	E = OVER 1 ACRE	BUCKBOARD LANE 25122	DOROTHY LANG SURVIVING TRUST	25102 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		E
627-212-07	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 25132	WILLIAM FELLERS	25102 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		D
627-212-08	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 25136	CARL M TR JEDNORALSKI	25136 BUCKBOARD LANE	LAGUNA HILLS	CA	92653		D
627-212-11	D = 30,001 - 43,560 SQ. FT.	BUCKBOARD LANE 25202	JOHN PHILLIPS	25202 BUCKBOARD LN	LAGUNA HILLS	CA	92653		C
627-231-04	C = 15,001 - 30,000 SQ. FT.	DAPPLE GREY DRIVE 26531	CHARLES FULLER	26531 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653		D
627-231-08	C = 15,001 - 30,000 SQ. FT.	DAPPLE GREY DRIVE 26611	KEIM J MAERTZ	26611 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653		D
627-231-09	C = 15,001 - 30,000 SQ. FT.	DAPPLE GREY DRIVE 26631	KEIM JEWELL	26631 DAPPLE GREY	LAGUNA HILLS	CA	92653		D
627-232-01	D = 30,001 - 43,560 SQ. FT.	DAPPLE GREY DRIVE 26632	THOMAS W FARR	26632 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653		D
627-232-02	D = 30,001 - 43,560 SQ. FT.	DAPPLE GREY DRIVE 26602	DAVIS FAMILY TRUST	26602 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653		D
627-232-04	C = 15,001 - 30,000 SQ. FT.	DAPPLE GREY DRIVE 26552	SCOTT CONNELLA	26552 DAPPLE GREY DR	LAGUNA HILLS	CA	92653		E
627-232-06	C = 15,001 - 30,000 SQ. FT.	DAPPLE GREY DRIVE 26512	CARLSON FAMILY TRUST	26512 DAPPLE GREY DR	LAGUNA HILLS	CA	92653		D
627-241-01	E = OVER 1 ACRE	CHAPARRAL PLACE 26411	ABBAS RAHMANI	26411 CHAPARRAL	LAGUNA HILLS	CA	92653		D
627-241-02	E = OVER 1 ACRE	CHAPARRAL PLACE 26421	JUET KU CHANG	6 FREMONT LANE	COTO DE CAZA	CA	92679		E
627-242-05	D = 30,001 - 43,560 SQ. FT.	DAPPLE GREY DRIVE 26432	SCHHEEL TRUST PT	26432 DAPPLE GREY	LAGUNA HILLS	CA	92653		D
627-242-06	D = 30,001 - 43,560 SQ. FT.	DAPPLE GREY DRIVE 26452	KENNETH DOLL TRUST	26452 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653		D
627-251-02	D = 30,001 - 43,560 SQ. FT.	WILDVIEW TERRACE 26502	DONALD E NORDSTROM	26502 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653		B
627-251-03	D = 30,001 - 43,560 SQ. FT.	WILD VIEW TERRACE 26512	GREGORY R MAKIN	26512 WILD VIEW TER	LAGUNA HILLS	CA	92653		E
627-251-04	E = OVER 1 ACRE	WILD VIEW TERRACE 26522	ANTHONY L GULLIFER	26522 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653		D
627-251-05	E = OVER 1 ACRE	WILD VIEW TERRACE 26532	MEHDI MOTADI	25921 PRAIRESTONE DR	LAGUNA HILLS	CA	92653		D
627-251-06	E = OVER 1 ACRE	WILD VIEW TERRACE 26542	KURKEN ALYANAKIYAN	2455 COLORADO BLVD #400	LOS ANGELES	CA	90041		E
627-251-07	E = OVER 1 ACRE	WILD VIEW TERRACE 26552	RICHARD RUSSELL	26552 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653		C
627-251-08	B = 7,501 - 15,000 SQ. FT.	WILD VIEW TERRACE 26541	LA VONNE C HART	26551 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653		C
627-261-02	E = OVER 1 ACRE	WILD VIEW TERRACE 26541	ROBERT J BLATTENBERG	26541 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653		C
627-261-03	E = OVER 1 ACRE	WILD VIEW TERRACE 26541	RONALD SOTO TRUST	26541 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653		C
627-261-04	E = OVER 1 ACRE	WILD VIEW TERRACE 26541	CHET L TR REYNOLDS	25435 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		D
627-261-05	E = OVER 1 ACRE	WILD VIEW TERRACE 26541	JEFFERY B ARMOUR	20320 SW BIRCH ST #110	NEWPORT BEACH	CA	92660		C
627-261-06	E = OVER 1 ACRE	WILD VIEW TERRACE 26541	RANDALL & LISA WHITE	25521 RANGWOOD RD	LAGUNA HILLS	CA	92653		C
627-261-07	D = 30,001 - 43,560 SQ. FT.	WILD VIEW TERRACE 26541	JUSIDMAN TRUST	25541 RANGWOOD ROAD	LAGUNA HILLS	CA	92653		D
627-261-10	E = OVER 1 ACRE	WILD VIEW TERRACE 26541	AHMAD-MAHER MOUBAYED	25551 RANGWOOD ROAD	LAGUNA HILLS	CA	92653		D
627-261-11	D = 30,001 - 43,560 SQ. FT.	WILD VIEW TERRACE 26561	GENE WEINMEISTER	25631 RANGWOOD RD	LAGUNA HILLS	CA	92653		C
627-261-12	D = 30,001 - 43,560 SQ. FT.	WILD VIEW TERRACE 26561	VINCENT G DI PROFIO	P O BOX 50698	IRVINE	CA	92619		C
627-262-10	D = 30,001 - 43,560 SQ. FT.	WILD VIEW TERRACE 26562	THOMAS FERLAUTO	25592 RANGWOOD RD	LAGUNA HILLS	CA	92653		C
627-262-11	C = 15,001 - 30,000 SQ. FT.	WILD VIEW TERRACE 26562	ELIZABETH VIGEN	25612 RANGWOOD ROAD	LAGUNA HILLS	CA	92653		C
627-262-14	E = OVER 1 ACRE	WILD VIEW TERRACE 26542	DAVID MAC DONALD	25642 RANGWOOD ROAD	LAGUNA HILLS	CA	92653		D
627-261-02	E = OVER 1 ACRE	NELLIE GAIL ROAD 25801	JAMES SEAT	25801 NELLIE GAIL RD	LAGUNA HILLS	CA	92653		D
627-261-04	C = 15,001 - 30,000 SQ. FT.	SHERIFF ROAD 25841	VITUS CHOW	25841 NELLIE GAIL RD	LAGUNA HILLS	CA	92653		D
627-261-05	E = OVER 1 ACRE	SHERIFF ROAD 25851	GEORGE FRASER	25851 SHERIFF ROAD	LAGUNA HILLS	CA	92653		C
627-261-06	E = OVER 1 ACRE	SHERIFF ROAD 25871	STAFFORD TRUST	25871 SHERIFF RD	LAGUNA HILLS	CA	92653		D
627-261-07	E = OVER 1 ACRE	SHERIFF ROAD 25881	SAMUEL W LANDERS	25881 SHERIFF ROAD	LAGUNA HILLS	CA	92653		C
627-261-08	D = 30,001 - 43,560 SQ. FT.	SHERIFF ROAD 25901	ALLISON MURILLO	25901 SHERIFF ROAD	LAGUNA HILLS	CA	92653		C
627-261-09	D = 30,001 - 43,560 SQ. FT.	SHERIFF ROAD 25921	HENRY PEPPER	25921 SHERIFF ROAD	LAGUNA HILLS	CA	92653		E
627-301-01	E = OVER 1 ACRE	SHERIFF ROAD 25931	MICHAEL MILLS	25931 SHERIFF ROAD	LAGUNA HILLS	CA	92653		E
627-301-02	D = 30,001 - 43,560 SQ. FT.	SHERIFF ROAD 25941	DANIEL BUSHNER	25941 SHERIFF ROAD	LAGUNA HILLS	CA	92653		D
627-301-03	D = 30,001 - 43,560 SQ. FT.	SHERIFF ROAD 25951	JIM CHEN	25951 SHERIFF ROAD	LAGUNA HILLS	CA	92653		D
627-301-12	E = OVER 1 ACRE	BUCKLESTONE COURT 25731	JUDY LEE WRIGHT	25731 BUCKLESTONE CT	LAGUNA HILLS	CA	92653		D
627-301-14	E = OVER 1 ACRE	BUCKLESTONE COURT 25732	WALTER BACA	25732 BUCKLESTONE COURT	LAGUNA HILLS	CA	92653		E
627-301-15	E = OVER 1 ACRE	BUCKLESTONE COURT 25742	BUCKLESTONE COURT	25742 BUCKLESTONE COURT	LAGUNA HILLS	CA	92653		E
627-321-01	D = 30,001 - 43,560 SQ. FT.	NELLIE GAIL ROAD 25791	TIMOTHY ENGLEN	25791 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-321-03	D = 30,001 - 43,560 SQ. FT.	NELLIE GAIL ROAD 25761	DENNIS BLOUGH	25761 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-321-04	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 25741	SHERYLE TR ULTYATE	25741 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C

2012 WEED ABATMENT LIST

APN	LOT SIZE	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP	ATTENTION	LOT SIZE
627-321-05	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 25731	SHOKOH Z VAKSHOURPOUR	25731 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-322-14	C = 15,001 - 30,000 SQ. FT.	NELLIE GAIL ROAD 25732	BREKON FASHERTY	25732 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-322-27	D = 30,001 - 43,560 SQ. FT.	PRAIRESTONE DRIVE 25891	THOMAS W YERKE	25891 PRAIRESTONE DRIVE	LAGUNA HILLS	CA	92653		E
627-331-01	D = 7,501 - 15,000 SQ. FT.	GALLUP CIRCLE 25311	MARYAM REZAYANI	25311 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		C
627-331-07	D = OVER 1 ACRE	NELLIE GAIL ROAD 25671	RAECHEL E TR SKINNER	25671 NELLIE GAIL RD	LAGUNA HILLS	CA	92653		D
627-331-08	D = 30,001 - 43,560 SQ. FT.	NELLIE GAIL ROAD 25681	GEORGE KATSUYAMA TRUST	25681 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		C
627-331-09	A = 0,001 - 7,500 SQ. FT.	NELLIE GAIL ROAD 25681	MOULTON NIGUEL WATER DISTRICT	27500 LA PAZ ROAD	LAGUNA NIGUEL	CA	92677	LARRY E. DEES	D
627-331-13	E = OVER 1 ACRE	GALLUP CIRCLE WATER TANK	JOSEPH CHENG	25682 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653		D
627-332-04	B = 7,501 - 15,000 SQ. FT.	NELLIE GAIL ROAD 25682	JOSEPH CHENG	27500 LA PAZ ROAD	LAGUNA NIGUEL	CA	92677	LARRY E. DEES	D
627-332-08	A = 0,001 - 7,500 SQ. FT.	PRAIRESTONE DRIVE 25762	GREGORY P FURLONG	25762 PRAIRESTONE DR	LAGUNA HILLS	CA	92653		E
627-341-02	C = 15,001 - 30,000 SQ. FT.	PECOS ROAD 25766	ARTHUR STUART WIEDERMAN	25766 PECOS ROAD	LAGUNA HILLS	CA	92653		
627-341-04	C = 15,001 - 30,000 SQ. FT.	PECOS ROAD 25792	CHARLES K RHEE	25792 PECOS ROAD	LAGUNA HILLS	CA	92653		
627-341-06	C = 15,001 - 30,000 SQ. FT.	HITCHING RAIL ROAD 25832	JOHN E STONER	25832 PECOS ROAD	LAGUNA HILLS	CA	92653		
627-344-02	E = OVER 1 ACRE	HITCHING RAIL ROAD 25942	HILLARY RADOVICH	25942 HITCHING RAIL	LAGUNA HILLS	CA	92653		
627-344-03	D = 30,001 - 43,560 SQ. FT.	SPUR BRANCH LANE 26032	JOSEPH HUANG	30611 RUE LANGLOIS	RANCHO PALOS VERDES	CA	90275		
627-351-02	C = 15,001 - 30,000 SQ. FT.	WATERWHEEL PLACE 26072	RAYMOND W SHSHUDO	26072 WATERWHEEL PLACE	LAGUNA HILLS	CA	92653		
627-351-03	C = 15,001 - 30,000 SQ. FT.	WATERWHEEL PLACE 26076	ELLEN SCHULMAN SCHREIBER	26076 WATERWHEEL PLACE	LAGUNA HILLS	CA	92653		
627-351-07	E = OVER 1 ACRE	SPUR BRANCH LANE 26052	PATRICIA LAJAN	26052 SPUR BRANCH LN	LAGUNA HILLS	CA	92653		
627-351-08	E = OVER 1 ACRE	SPUR BRANCH LANE 26042	JOHN MARTINDALE	26042 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653		
627-351-09	E = OVER 1 ACRE	SPUR BRANCH LANE 26072	BERNARD F GIRMA	26072 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653		
627-351-10	E = OVER 1 ACRE	SPUR BRANCH LANE 26062	STEPHEN MARGETIC	26062 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653		
627-361-05	C = 15,001 - 30,000 SQ. FT.	SPUR BRANCH LANE 26131	JAMES W STRYKER	26131 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653		
627-362-02	C = 15,001 - 30,000 SQ. FT.	SPUR BRANCH LANE 26092	JACQUES TR ZELL	26092 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653		
627-362-03	E = OVER 1 ACRE	SPUR BRANCH LANE 26102	STEPHANIE ANTON	26102 SPUR BRANCH LN	LAGUNA HILLS	CA	92653		
627-362-04	E = OVER 1 ACRE	SPUR BRANCH LANE 26132	BABAR IQBAL	26132 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653		
627-362-04	E = OVER 1 ACRE	SPUR BRANCH LANE 26142	CHRISTOPHER KARSZAZ	P.O. BOX 36616	LOS ANGELES	CA	90036		
627-372-08	B = 7,501 - 15,000 SQ. FT.	RICH SPRING CIRCLE 25901	JOSEPH LEE	PO BOX 11748	SANTA ANA	CA	92711		
627-372-09	E = OVER 1 ACRE	RICH SPRING CIRCLE 25902	HOWARD E SANDLER	25901 RICH SPRING CIRCLE	LAGUNA HILLS	CA	92653		
627-372-12	E = OVER 1 ACRE	HITCHING RAIL ROAD 26171	ALAN MAGGILLVIRAY	25902 RICH SPRING CIRCLE	LAGUNA HILLS	CA	92653		
627-372-13	E = OVER 1 ACRE	HITCHING RAIL ROAD 26191	COLLINS FAMILY TRUST	26171 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653		
627-372-14	E = OVER 1 ACRE	HITCHING RAIL ROAD 26201	MICHAEL W MAYFIELD	26191 HITCHING RAIL	LAGUNA HILLS	CA	92653		
627-372-15	E = OVER 1 ACRE	HITCHING RAIL ROAD 26211	JOHN P GATTANIS	26201 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653		
627-372-16	D = 30,001 - 43,560 SQ. FT.	HITCHING RAIL ROAD 26211	IRA MARCUS	26211 HITCHING RAIL RD	LAGUNA HILLS	CA	92653		
627-381-07	C = 15,001 - 30,000 SQ. FT.	HITCHING RAIL ROAD 26212	CHRISTOPHER VARGA	281 FAIRWAY PLACE	HALF MOON BAY	CA	94019		
627-401-01	E = OVER 1 ACRE	GALLUP CIRCLE 25435	JEANNE MCGOWEN-HOUGHTON	26212 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653		
627-401-02	E = OVER 1 ACRE	GALLUP CIRCLE 25435	RONALD SOTO	26152 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653		
627-401-03	E = OVER 1 ACRE	GALLUP CIRCLE 25431	EVAN G GOST	25435 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		
627-401-04	C = 15,001 - 30,000 SQ. FT.	GALLUP CIRCLE 25391	MOHAMMAD T BEHROOZIAN	25421 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		
627-401-05	C = 15,001 - 30,000 SQ. FT.	GALLUP CIRCLE 25385	RANDALL LUNN	25411 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		
627-402-03	C = 15,001 - 30,000 SQ. FT.	BOOTSTRAP PLACE 25472	CLARENCE HAUSCHILD	23911 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		
627-402-09	B = 7,501 - 15,000 SQ. FT.	GALLUP CIRCLE 25422	NICK & MICHELLE RAHE	25472 BOOTSTRAP PL	LAGUNA HILLS	CA	92653		
627-402-13	B = 7,501 - 15,000 SQ. FT.	BOOTSTRAP PLACE 25471	GERALD SAYER	25422 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		
627-411-07	C = 15,001 - 30,000 SQ. FT.	GALLUP CIRCLE 25294	K. L. BUCKLEY	25481 BOOTSTRAP PLACE	LAGUNA HILLS	CA	92653		
627-412-02	B = 7,501 - 15,000 SQ. FT.	GALLUP CIRCLE 25311	HAROUN YOUNNE EL FORKH	25294 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		
627-431-05	C = 15,001 - 30,000 SQ. FT.	POKER FLATS PLACE 25961	VAN RHEEBEK	25311 GALLUP CIRCLE	LAGUNA HILLS	CA	92653		
627-431-16	C = 15,001 - 30,000 SQ. FT.	RED CORRAL ROAD 26035	WILLIAM HINN	26116 RED CORRAL ROAD	LAGUNA HILLS	CA	92653		
627-431-17	C = 15,001 - 30,000 SQ. FT.	RED CORRAL ROAD 26041	JILL SCOGNAMIGLIO TRUST	25961 POKER FLATS PL	LAGUNA HILLS	CA	92653		
627-431-22	B = 7,501 - 15,000 SQ. FT.	RED CORRAL ROAD 26045	SUNG FAMILY TRUST	26035 RED CORRAL ROAD	LAGUNA HILLS	CA	92653		
627-432-07	E = OVER 1 ACRE	FLINTLOCK LANE 26022	RANIA A SLIHEET	26041 RED CORRAL ROAD	LAGUNA HILLS	CA	92653		
627-441-02	D = 30,001 - 43,560 SQ. FT.	FLINTLOCK LANE 26062	BRUCE E MENN	26071 RED CORRAL ROAD	LAGUNA HILLS	CA	92653		
627-451-16	C = 15,001 - 30,000 SQ. FT.	GLEN CANYON DRIVE 26091	WILLIAM F FISCHER	26072 RED CORRAL	LAGUNA HILLS	CA	92653		
627-452-02	D = 30,001 - 43,560 SQ. FT.	GLEN CANYON DRIVE 25972	GARY L BELLAN	26022 FLINTLOCK LANE	LAGUNA HILLS	CA	92653		
627-452-06	B = 7,501 - 15,000 SQ. FT.	HIGHPLAINS TERRACE 25725	TERRENCE ING	26062 FLINTLOCK LANE	LAGUNA HILLS	CA	92653		
627-461-01	B = 7,501 - 15,000 SQ. FT.	HIGHPLAINS TERRACE 25751	EDWARD MESCHER	26091 GLEN CANYON DRIVE	LAGUNA HILLS	CA	92653		
627-461-02	B = 7,501 - 15,000 SQ. FT.	HIGHPLAINS TERRACE 25761	AMID HOUATI	25972 GLEN CANYON	LAGUNA HILLS	CA	92653		
627-461-03	B = 7,501 - 15,000 SQ. FT.	HIGHPLAINS TERRACE 25771	MOHAMMAD BONAKDAR	25725 HIGHPLAINS TER	LAGUNA HILLS	CA	92653		
627-461-12	E = OVER 1 ACRE	OROVILLE PLACE 26126	ANTHONY LEVATINO	25751 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653		
627-461-13	C = 15,001 - 30,000 SQ. FT.	OROVILLE PLACE 26132	MANUEL E TR SIPOWICZ	25771 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653		
627-461-14	C = 15,001 - 30,000 SQ. FT.	OROVILLE PLACE 26152	HSD KENSINGTON APTS	25781 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653		
627-461-16	D = 30,001 - 43,560 SQ. FT.	OROVILLE PLACE 26162	ROBERT WILLIAM BRUCE	26126 OROVILLE PLACE	LAGUNA HILLS	CA	92653		
627-463-03	C = 15,001 - 30,000 SQ. FT.	OROVILLE PLACE 26155	BAKAB SHAHRESTANI	26152 OROVILLE PLACE	LAGUNA HILLS	CA	92653		
627-463-04	C = 15,001 - 30,000 SQ. FT.	OROVILLE PLACE 26171	JOHN BONUTTI	26155 OROVILLE PLACE	LAGUNA HILLS	CA	92653		
627-463-05	C = 15,001 - 30,000 SQ. FT.	OROVILLE PLACE 26172	MICHAEL S SUTTON	26171 OROVILLE PLACE	LAGUNA HILLS	CA	92653		
627-471-05	C = 15,001 - 30,000 SQ. FT.	OROVILLE PLACE 26152	KURT & YVETTE HEINRICHSON	26172 MT DIABLO ROAD	LAGUNA HILLS	CA	92653		
627-472-06	B = 7,501 - 15,000 SQ. FT.	OROVILLE PLACE 26212	LEE LIVING TRUST	26152 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	92653		
627-472-07	C = 15,001 - 30,000 SQ. FT.	OROVILLE PLACE 26212	ARTHUR CHEN	26212 MT DIABLO RD	LAGUNA HILLS	CA	92653		
627-472-08	D = 30,001 - 43,560 SQ. FT.	OROVILLE PLACE 26246	RANDY BEHRINGER	26222 MT DIABLO ROAD	LAGUNA HILLS	CA	92653		
627-482-01	E = OVER 1 ACRE	SADDLE ROCK PLACE 25512	MARC WINTER	27068 LA PAZ RD	LAGUNA HILLS	CA	92653		
627-482-02	D = 30,001 - 43,560 SQ. FT.	SADDLE ROCK PLACE 25532	DOUGLAS PICK	25532 SADDLE ROCK PLACE	LAGUNA HILLS	CA	92653		
627-482-03	E = OVER 1 ACRE	SADDLE ROCK PLACE 25552	ROY FRATUS	25552 SADDLE ROCK PLACE	LAGUNA HILLS	CA	92653		

APN	LOT SIZE	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP	ATTENTION	LOT SIZE
627-491-09	E = OVER 1 ACRE	HOUSTON TRAIL 26442	CRAIG W NICKLOFF	68 FREMONT PL	LOS ANGELES	CA	90005		
627-491-11	C = 15,001 - 30,000 SQ. FT.	HOUSTON TRAIL 26411	FREDERICK RUTH	26411 HOUSTON TRAIL	LAGUNA HILLS	CA	92653		
627-491-12	D = 30,001 - 43,560 SQ. FT.	HOUSTON TRAIL 26401	STEVEN CERVANTES	26411 HOUSTON TRAIL	LAGUNA HILLS	CA	92653		
627-511-01	B = 7,501 - 15,000 SQ. FT.	MUSTANG DRIVE 25092	DIANE LORRAINE FORTNEY	4910 MUSTANG DR	NEWPORT BEACH	CA	92660		
627-511-05	D = 30,001 - 43,560 SQ. FT.	MUSTANG DRIVE 25162	KAMRAN & SUSAN HERAVI	25162 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		
627-511-08	C = 15,001 - 30,000 SQ. FT.	MUSTANG DRIVE 25212	PATRICK G WINEGARD	25212 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		
627-511-10	C = 15,001 - 30,000 SQ. FT.	MUSTANG DRIVE 25292	ARTHUR JR ASTORINO	25292 MUSTANG DRIVE	LAGUNA HILLS	CA	92653		
627-511-11	C = 15,001 - 30,000 SQ. FT.	MUSTANG DRIVE 25272	TIMOTHY EDINGTON	25272 MUSTANG DR	LAGUNA HILLS	CA	92653		
627-521-02	B = 7,501 - 15,000 SQ. FT.	GALLUP CIRCLE 25282	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DR	LAGUNA HILLS	CA	92653		
627-551-02	E = OVER 1 ACRE	BRADFORD LANE 25651	ROBERT WHEELER	25651 BRADFORD LANE	LAGUNA HILLS	CA	92653	OCFA	
627-551-03	D = 30,001 - 43,560 SQ. FT.	BRADFORD LANE 25641	THOMAS LUDUMA	25641 BRADFORD LANE	LAGUNA HILLS	CA	92653		
627-561-06	D = 30,001 - 43,560 SQ. FT.	STRATFORD PLACE 25601	FRED MADLER TRUST	25601 STRATFORD PLACE	LAGUNA HILLS	CA	92653		
627-561-16	E = OVER 1 ACRE	STRATFORD PLACE 25602	MOHAMED ELATROZY	25602 STRATFORD PLACE	LAGUNA HILLS	CA	92653		
627-561-17	E = OVER 1 ACRE	HARRINGTON COURT 25541	PHONG BUI	25551 HARRINGTON COURT	LAGUNA HILLS	CA	92653	OCFA	
627-561-18	E = OVER 1 ACRE	HARRINGTON COURT 25542	EDWARD L WESEMAN	25541 HARRINGTON COURT	LAGUNA HILLS	CA	92653		
627-561-19	D = 30,001 - 43,560 SQ. FT.	HARRINGTON COURT 25552	JOSEPH E WEISZ	25542 HARRINGTON COURT	LAGUNA HILLS	CA	92653		
627-571-01	D = 30,001 - 43,560 SQ. FT.	HARRINGTON COURT 25425	ANTHONY & KRISTIN GRILLI	25552 HARRINGTON COURT	LAGUNA HILLS	CA	92653		
627-571-02	C = 15,001 - 30,000 SQ. FT.	NOTTINGHAM COURT 25461	DENNIS L MANDELL	25425 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653		
627-571-03	C = 15,001 - 30,000 SQ. FT.	NOTTINGHAM COURT 25461	RAYMOND A SIMONCELLI	275 DEER CT	INCINE VILLAGE	NV	89451		
627-571-04	C = 15,001 - 30,000 SQ. FT.	NOTTINGHAM COURT 25481	TIMOTHY & LORI J DEAL	25481 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653		
627-571-05	C = 15,001 - 30,000 SQ. FT.	NOTTINGHAM COURT 25505	RICHARD M KIRAL	25505 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653		
627-571-06	C = 15,001 - 30,000 SQ. FT.	NOTTINGHAM COURT 25515	TIMOTHY R GALLAGHER	25515 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653		
627-571-07	C = 15,001 - 30,000 SQ. FT.	NOTTINGHAM COURT 25545	MICHAEL SHANNON THEE	25545 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653		
627-572-02	D = 30,001 - 43,560 SQ. FT.	25422 NOTTINGHAM	JOHN ARMSTRONG	25422 NOTTINGHAM	LAGUNA HILLS	CA	92653	OCFA	
627-572-03	D = 30,001 - 43,560 SQ. FT.	25433 NOTTINGHAM	Souli Nakhale	25432 NOTTINGHAM	LAGUNA HILLS	CA	92653	OCFA	
627-572-04	D = 30,001 - 43,560 SQ. FT.	25442 NOTTINGHAM	John Abadie	25432 NOTTINGHAM	LAGUNA HILLS	CA	92653	OCFA	
627-572-05	D = 30,001 - 43,560 SQ. FT.	25462 NOTTINGHAM	Christina Villert	25462 NOTTINGHAM	LAGUNA HILLS	CA	92653	OCFA	
627-572-06	D = 30,001 - 43,560 SQ. FT.	25472 NOTTINGHAM	James Hawley	25472 NOTTINGHAM	LAGUNA HILLS	CA	92653	OCFA	
627-572-16	D = 30,001 - 43,560 SQ. FT.	NOTTINGHAM COURT 25572	TRANG LE	25572 NOTTINGHAM	LAGUNA HILLS	CA	92653		
627-581-37	HILLSIDE OPEN SPACE	HILLSIDE OPEN SPACE	MOULTON RANCH III	29 TECHNOLOGY DRIVE SUITE B-100	IRVINE	CA	92618	JOHN MULLER	
627-571-01	HILLSIDE OPEN SPACE	HILLSIDE OPEN SPACE	MOULTON RANCH III	29 TECHNOLOGY DRIVE SUITE B-100	IRVINE	CA	92618	JOHN MULLER	
627-711-03	HILLSIDE OPEN SPACE	HILLSIDE OPEN SPACE	MOULTON RANCH III HOA	701 S. PARKER SUITE 1600	ORANGE	CA	92668	JOHN MULLER	
634-131-06	LAGUNA COURT 26110	LAGUNA COURT 26110	T-PAC INVESTMENTS INC	2650 HALL AVE A101	COSTA MESA	CA	92626		
634-131-12	HILLSIDE SLOPE NORTH SIDE	HILLSIDE SLOPE NORTH SIDE	VILLA SOLANA APARTMENTS	26033 MOUNTAIN PARKWAY	LAGUNA HILLS	CA	92653	PROPERTY MANAGER	
634-131-14	HILLSIDE SLOPE NORTH EAST SIDE	HILLSIDE SLOPE NORTH EAST SIDE	VILLA SOLANA APARTMENTS	26033 MOUNTAIN PARKWAY	LAGUNA HILLS	CA	92653	PROPERTY MANAGER	
634-131-18	HILLSIDE SLOPE WEST SIDE	HILLSIDE SLOPE WEST SIDE	VILLA SOLANA APARTMENTS	26033 MOUNTAIN PARKWAY	LAGUNA HILLS	CA	92653	PROPERTY MANAGER	
634-131-23	OPEN SPACE	OPEN SPACE	ALICIA CREEK TRUST	P.O. BOX 4048	SANTA ANA	CA	92702		
636-061-15	ALICIA CREEK	ALICIA CREEK	CALTRANS DISTRICT 12	600 B ST. SUITE 700	SAN DIEGO	CA	92101	RIGHT OF WAY SECTION	
636-091-02	D = 30,001 - 43,560 SQ. FT.	DEPUTY CIRCLE 27602	DAVID HOLLANDER	27602 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653		
636-091-03	D = 30,001 - 43,560 SQ. FT.	DEPUTY CIRCLE 27592	THOMAS R PECK	27592 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653		
636-091-04	E = OVER 1 ACRE	DEPUTY CIRCLE 27572	JOHN BARRON	27572 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653		
636-091-05	E = OVER 1 ACRE	DEPUTY CIRCLE 27566	SAEED BEKAM	27566 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653		
636-091-06	D = 30,001 - 43,560 SQ. FT.	DEPUTY CIRCLE 27562	BRUCE SAMUELSON	27562 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653		
636-091-07	D = 30,001 - 43,560 SQ. FT.	DILLON ROAD 25746	DOUGLAS E CASEY	25746 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-08	D = 30,001 - 43,560 SQ. FT.	DILLON ROAD 25752	FELIPE ANGEL	25752 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-09	D = 30,001 - 43,560 SQ. FT.	DILLON ROAD 25762	MOKHTAR RAMADAN	25762 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-10	D = 30,001 - 43,560 SQ. FT.	DILLON ROAD 25772	KHALED OBEID	25772 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-11	D = 30,001 - 43,560 SQ. FT.	DILLON ROAD 25782	GREG BROWN	25782 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-13	E = OVER 1 ACRE	DILLON ROAD 25795	ROSALVA MARTINEZ GARCIA	25795 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-14	E = OVER 1 ACRE	DILLON ROAD 25791	ROSALVA MARTINEZ GARCIA	27119 PACIFIC TERRACE DRIVE	MISSION VIEJO	CA	92692		
636-091-15	D = 30,001 - 43,560 SQ. FT.	DILLON ROAD 25781	EDWARD L TR CASTILLO	25781 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-16	D = 30,001 - 43,560 SQ. FT.	DILLON ROAD 25771	HAYDER KUBA	25771 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-17	D = 30,001 - 43,560 SQ. FT.	DILLON ROAD 25761	RICHARD B ANDRADE	25761 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-18	D = 30,001 - 43,560 SQ. FT.	DILLON ROAD 25751	JOHN STAPLES	25751 DILLON ROAD	LAGUNA HILLS	CA	92653		
636-091-20	D = 30,001 - 43,560 SQ. FT.	DEPUTY CIRCLE 27622	SHU J MING HSU	27622 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653		
636-111-03	D = 30,001 - 43,560 SQ. FT.	BOOTHILL COURT 27521	EILEEN GARRIGAN	27521 BOOTHILL COURT	LAGUNA HILLS	CA	92653		
636-111-04	D = 30,001 - 43,560 SQ. FT.	PINTO COURT 25671	JOSEPH W FAVELA	27541 BOOTHILL COURT	LAGUNA HILLS	CA	92653		
636-123-02	B = 7,501 - 15,000 SQ. FT.	SUNDOWNER DRIVE 27192	JOHN STECHERT	27192 SUNDOWNER DRIVE	LAGUNA HILLS	CA	92677		
636-123-03	B = 7,501 - 15,000 SQ. FT.	SUNDOWNER DRIVE 27212	S J TANNER-HARRISON-AYERS	27212 SUNDOWNER DRIVE	LAGUNA HILLS	CA	92653		
636-123-05	D = 30,001 - 43,560 SQ. FT.	RAPID FALLS ROAD 25901	RUDY LEKARCZYK	25901 RAPID FALLS ROAD	LAGUNA HILLS	CA	92653		
636-123-06	D = 30,001 - 43,560 SQ. FT.	RAPID FALLS ROAD 25911	NEVILLE JEHARAJAH	25911 RAPID FALLS ROAD	LAGUNA HILLS	CA	92653		
636-123-08	E = OVER 1 ACRE	RAPID FALLS ROAD 25941	LOUBNA KAMEL HIAZI	28235 LA BAJADA	LAGUNA NIGUEL	CA	92677		
636-141-04	C = 15,001 - 30,000 SQ. FT.	RODEO CIRCLE 25496	ROBERT FOSTER	25496 RODEO CIRCLE	LAGUNA HILLS	CA	92653		
636-141-05	C = 15,001 - 30,000 SQ. FT.	RODEO CIRCLE 25502	MARVIN WINKLER	10866 WILSHIRE BLVD. 10TH	LOS ANGELES	CA	90024		
636-141-07	RODEO CIRCLE 25495	RODEO CIRCLE 25495	HENNINGS PROPERTIES LLC	28241 CROWN VALLEY PARKWAY F-622	LAGUNA NIGUEL	CA	92677		
636-141-20	LOST TRAIL 27565	LOST TRAIL 27565	THOMAS VELLING	27565 LOST TRAIL	LAGUNA HILLS	CA	92653		
636-151-03	D = 30,001 - 43,560 SQ. FT.	LONE PINE CIRCLE 25526	CAROLYN TSI	25526 LONE PINE CIRCLE	LAGUNA HILLS	CA	92653		
636-151-04	E = OVER 1 ACRE	LONE PINE CIRCLE 25532	KENNETH BURKE	25532 LONE PINE CIRCLE	LAGUNA HILLS	CA	92653		
636-151-08	D = 30,001 - 43,560 SQ. FT.	LONE PINE CIRCLE 25501	SIMON AKHAVEN	25501 LONE PINE CIRCLE	LAGUNA HILLS	CA	92653		
636-171-04	D = 30,001 - 43,560 SQ. FT.	RAPID FALLS ROAD 25602	ERIKA CARTER	25602 RAPID FALLS ROAD	LAGUNA HILLS	CA	92653		
636-171-17	E = OVER 1 ACRE	STAGWOOD COURT 27205	DANIEL P DI SANTO	27205 STAGWOOD COURT	LAGUNA HILLS	CA	92653		
636-171-05	E = OVER 1 ACRE	STAGWOOD COURT 27206	GREGORY LOUCHAR	27206 STAGWOOD COURT	LAGUNA HILLS	CA	92653		
636-171-09	C = 15,001 - 30,000 SQ. FT.	STAGLINE DRIVE 25261	DAVID LOWRIE	25261 STAGLINE DRIVE	LAGUNA HILLS	CA	92653		
636-171-10	C = 15,001 - 30,000 SQ. FT.	STAGLINE DRIVE 25291	RICHARD CALANDRO	P.O. BOX 3045	LAGUNA HILLS	CA	92654		
636-171-11	C = 15,001 - 30,000 SQ. FT.	STAGLINE DRIVE 25321	LAURENCE ROBERT	25321 STAGLINE DRIVE	LAGUNA HILLS	CA	92653		

2012 WEED ABATMENT LIST

APN	LOT SIZE	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP	ATTENTION	LOT SIZE
636-171-12	C = 15,001 - 30,000 SQ. FT.	STAGELINE DRIVE 25341	GEORGE N HAYEK	25341 STAGELINE DRIVE	LAGUNA HILLS	CA	92653		
636-171-13	C = 15,001 - 30,000 SQ. FT.	STAGELINE DRIVE 25355	JAMES A TR STANFIELD	25355 STAGELINE DRIVE	LAGUNA HILLS	CA	92653		
636-171-14	C = 15,001 - 30,000 SQ. FT.	STAGELINE DRIVE 25361	BRADLEY H ELLIS	25361 STAGELINE DRIVE	LAGUNA HILLS	CA	92653		
636-182-04	D = 30,001 - 43,560 SQ. FT.	STAGELINE DRIVE 25151	DENNY W STEELE	25151 STAGELINE DRIVE	LAGUNA HILLS	CA	92653		
636-185-05	C = 15,001 - 30,000 SQ. FT.	STAGELINE DRIVE 25182	RANDALL S SUCAMELE	25182 STAGELINE DRIVE	LAGUNA HILLS	CA	92653		
636-211-05	D = 30,001 - 43,560 SQ. FT.	DEPUTY CIRCLE 27702	SAMUEL LA ROSA	8271 W ARGYLE STREET	NORRIDGE	IL	60706		
636-321-04	C = 15,001 - 30,000 SQ. FT.	WESTRIDGE LANE 27172	JAMES PETTY JOHN	27172 WESTRIDGE LANE	LAGUNA HILLS	CA	92653		
636-321-05	C = 15,001 - 30,000 SQ. FT.	WESTRIDGE LANE 27182	KEVIN & REBECCA BARNARD	27182 WESTRIDGE LANE	LAGUNA HILLS	CA	92653		
636-321-07	C = 15,001 - 30,000 SQ. FT.	WESTRIDGE LANE 27212	ANTHONY RAVICH	27212 WESTRIDGE LANE	LAGUNA HILLS	CA	92653		
636-321-08	C = 15,001 - 30,000 SQ. FT.	WESTRIDGE LANE 27236	HARBAHAR D FAMILY TRUST	24461 MANDEVILLE DR	LAGUNA HILLS	CA	92653		
636-321-09	C = 15,001 - 30,000 SQ. FT.	WESTRIDGE LANE 27266	PETER BURKHARDT	27266 WESTRIDGE LANE	LAGUNA HILLS	CA	92653		
636-321-11	D = 30,001 - 43,560 SQ. FT.	WESTRIDGE LANE 27282	MIN-YING TSENG	27282 WESTRIDGE LANE	LAGUNA HILLS	CA	92653		
636-321-12	D = 30,001 - 43,560 SQ. FT.	WESTRIDGE LANE 27292	MATTHEW VUJOVICH	27292 WESTRIDGE LANE	LAGUNA HILLS	CA	92653		
636-321-13	E = OVER 1 ACRE	SANDRIDGE LANE 24961	FRANCIS CARONE	24961 SANDRIDGE CIRCLE	LAGUNA HILLS	CA	92653		
636-321-15	C = 15,001 - 30,000 SQ. FT.	SANDRIDGE CIRCLE 24971	LARSEN TRUST	24971 SANDRIDGE CIRCLE	LAGUNA HILLS	CA	92653		
636-321-16	D = 30,001 - 43,560 SQ. FT.	SANDRIDGE CIRCLE 24972	FONG FU CHANG	24972 SANDRIDGE CIRCLE	LAGUNA HILLS	CA	92653		
636-321-17	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27341	ELEN STUEBER	27341 LOST COLT DR	LAGUNA HILLS	CA	92653		
636-331-02	C = 15,001 - 30,000 SQ. FT.	LOST COLT DRIVE 27371	GLEN SHULMAN	27371 LOST COLT DRIVE	LAGUNA HILLS	CA	92653		
636-331-03	D = 30,001 - 43,560 SQ. FT.	MAVERICK CIRCLE 27472	HERBERT JOSEPH	27472 MAVERICK CIRCLE	LAGUNA HILLS	CA	92653		
636-332-09	D = 30,001 - 43,560 SQ. FT.	MAVERICK CIRCLE 27472	WILLIAM ENHOLM	27472 MAVERICK CIRCLE	LAGUNA HILLS	CA	92653		
636-341-08	C = 15,001 - 30,000 SQ. FT.	DERBYHILL DRIVE 25322	AFSHIN MOMTAZ	25322 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653		
636-341-09	D = 30,001 - 43,560 SQ. FT.	DERBYHILL DRIVE 25302	DAVID P REED	25302 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653		
636-341-10	C = 15,001 - 30,000 SQ. FT.	DERBYHILL DRIVE 25282	RICHARD ROBERTS	25282 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653		
636-341-11	C = 15,001 - 30,000 SQ. FT.	DERBYHILL DRIVE 25272	CHARLES GRANVILLE	25272 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653		
636-341-12	C = 15,001 - 30,000 SQ. FT.	DERBYHILL DRIVE 25252	JAMES DALE MILLER	25252 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653		
636-341-15	C = 15,001 - 30,000 SQ. FT.	DERBYHILL DRIVE 25212	ANTHONY J JR D'AMATO	25212 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653		
636-341-16	E = OVER 1 ACRE	DERBYHILL DRIVE 25201	JERRY A DENHAM	25201 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653		
636-341-27	C = 15,001 - 30,000 SQ. FT.	DERBYHILL DRIVE 25391	JOHN ALDRIDGE	25391 DERBYHILL DR	LAGUNA HILLS	CA	92653		
636-341-51	B = 7,501 - 15,000 SQ. FT.	DERBYHILL DRIVE 25342	MICHAEL TIDUS	25342 DERBYHILL DR	LAGUNA HILLS	CA	92653		
636-342-02	D = 30,001 - 43,560 SQ. FT.	HIDDEN TRAIL ROAD 27462	KUMARS REZA	27462 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		
636-342-03	D = 30,001 - 43,560 SQ. FT.	HIDDEN TRAIL ROAD 27472	RICHARD BEATTIE	27472 HIDDEN TRAIL RD	LAGUNA HILLS	CA	92653		
636-342-04	D = 30,001 - 43,560 SQ. FT.	HIDDEN TRAIL ROAD 27492	RASHTCHI FAMILY TRUST	27492 HIDDEN TRAIL RD	LAGUNA HILLS	CA	92653		
636-342-05	D = 30,001 - 43,560 SQ. FT.	HIDDEN TRAIL ROAD 27502	SALJEEM S NABER	2809 ALTIVO PLACE	LAGUNA HILLS	CA	92653		
636-351-04	E = OVER 1 ACRE	ROCKRIDGE ROAD 25142	VIEJO PETROLEUM	25146 ROCKRIDGE RD	LAGUNA HILLS	CA	92653		
636-351-08	C = 15,001 - 30,000 SQ. FT.	ROCKRIDGE ROAD 25181	RADHAKRISHN GANDHI	25181 ROCKRIDGE RD	LAGUNA HILLS	CA	92653		
636-351-09	C = 15,001 - 30,000 SQ. FT.	ROCKRIDGE ROAD 25191	GEORGE Y L HUANG	18 SAIL VIS	LAGUNA HILLS	CA	92653		
636-351-10	C = 15,001 - 30,000 SQ. FT.	ROCKRIDGE ROAD 25211	GEORGE Y L HUANG, OWNER OF 25211 ROCKR	18 SAIL VIS	LAGUNA HILLS	CA	92653		
636-351-19		ABILENE COURT 25282	ARNOLD D PURISCH	25282 ABILENE COURT	LAGUNA HILLS	CA	92653		
636-351-20		ABILENE COURT 25281	SPELLENS FAMILY TRUST	25281 ABILENE COURT	LAGUNA HILLS	CA	92653		
636-351-21	C = 15,001 - 30,000 SQ. FT.	ABILENE COURT 25291	ABILENE COURT RESIDENCE LLC	15 ENTERPRISE 550	LAGUNA HILLS	CA	92653		
636-351-22	C = 15,001 - 30,000 SQ. FT.	ABILENE COURT 25311	E SCOTT MEDLING	25311 ABILENE	LAGUNA HILLS	CA	92653		
636-361-02	C = 15,001 - 30,000 SQ. FT.	FARGO ROAD 27605	BRET JOHNSON	27605 FARGO ROAD	LAGUNA HILLS	CA	92653		
636-361-03	D = 30,001 - 43,560 SQ. FT.	FARGO ROAD 27621	MEHDI KOHNECHI	27621 FARGO ROAD	LAGUNA HILLS	CA	92653		
636-371-08	C = 15,001 - 30,000 SQ. FT.	GOLD DUST LANE 27642	ROBERT J DOERFLER	27642 GOLD DUST LANE	LAGUNA HILLS	CA	92653		
636-372-04	C = 15,001 - 30,000 SQ. FT.	GOLD DUST LANE 27611	CARL SAMUEL	27611 GOLD DUST LANE	LAGUNA HILLS	CA	92653		
636-372-06	C = 15,001 - 30,000 SQ. FT.	GOLD DUST LANE 27641	CORMIE TRUST	27641 GOLD DUST LANE	LAGUNA HILLS	CA	92653		
636-381-01	C = 15,001 - 30,000 SQ. FT.	HIDDEN TRAIL ROAD 27662	SAMUEL L WONG	27662 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		
636-381-02	C = 15,001 - 30,000 SQ. FT.	HIDDEN TRAIL ROAD 27672	CARL CHIMES	27672 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		
636-381-04	C = 15,001 - 30,000 SQ. FT.	HIDDEN TRAIL ROAD 27712	MARK BURKHARDT	27712 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		
636-381-09	D = 30,001 - 43,560 SQ. FT.	GOLD DUST LANE 27701	DOO GI CHO	27701 GOLD DUST LN	LAGUNA HILLS	CA	92653		
636-382-05	B = 7,501 - 15,000 SQ. FT.	GOLD DUST LANE 27671	HOUSHANG ESFAHANI	27671 GOLD DUST LANE	LAGUNA HILLS	CA	92653		
636-391-02	D = 30,001 - 43,560 SQ. FT.	HIDDEN TRAIL ROAD 27745	MAURICIO CABRERA	27745 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653		
636-391-07	D = 30,001 - 43,560 SQ. FT.	HIDDEN TRAIL ROAD 27792	JON S & LINDA M SHIMAZAKI	27682 GOLD DUST LANE	LAGUNA HILLS	CA	92653		
636-391-11	C = 15,001 - 30,000 SQ. FT.	HIDDEN TRAIL ROAD 27792	RICHARD NOLAN	27792 HIDDEN TRAIL	LAGUNA HILLS	CA	92653		
636-391-15	D = 30,001 - 43,560 SQ. FT.	GREENFIELD DRIVE 27692	TZE IP	27692 GREENFIELD DRIVE	LAGUNA HILLS	CA	92653		
636-391-16	D = 30,001 - 43,560 SQ. FT.	GREENFIELD DRIVE 27752	SHAHHEEN BAKHTIAR	28241 CROWN VALLEY PARKWAY 207	LAGUNA HILLS	CA	92677		
636-391-17	E = OVER 1 ACRE	GREENFIELD DRIVE 27766	JAFAR SALAMAT	13701 PLANTATION WAY	EDMOND	OK	73013		
636-622-60	E = OVER 1 ACRE	CORRIDOR	PETAS FAMILY TRUST	27782 GREENFIELD DRIVE	LAGUNA HILLS	CA	92653		
			NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DR	LAGUNA HILLS	CA	92653		

April 26, 2012

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

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

Dear Property Owner:

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

The City is required to follow State law to make sure that a weed abatement program is implemented. In this regard, the required official notice to destroy weeds and remove rubbish and refuse is provided on the back of this letter. It is important to note that after June 1, 2012, property not cleared and maintained by the owner is subject to being cleared by City contracted crews when manpower and equipment are available. The charges for clearing and a \$352 administrative fee will be added to the owner's property tax statement.

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

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

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

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

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

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

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

Sincerely,



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

NOTICE TO DESTROY WEEDS AND REMOVE RUBBISH AND REFUSE

Notice is hereby given that on the 24th day of April, 2012 the City of Laguna Hills City Council passed a Resolution declaring that noxious or dangerous weeds were growing upon or in front of the property on certain streets (or roads) in the City of Laguna Hills and that rubbish, refuse and dirt were upon or in front of the property on certain streets (or roads) in the City of Laguna Hills, including this property as more particularly described in said Resolution, and that the same constitutes a public nuisance which must be abated by the removal of the weeds, rubbish, refuse and dirt. Otherwise they will be removed and the nuisance will be abated by City of Laguna Hills authorities, in which case the cost of such removal shall be assessed upon the lots and lands from which or in front of which such weeds are removed and such cost will constitute a lien upon such lots and lands until paid. Reference is hereby made to the Resolution for further particulars. A copy of said Resolution is on file in the office of the City Clerk.

All property owners having objection to the proposed removal of such weeds are hereby notified to attend a Public Hearing before the City Council of the City of Laguna Hills scheduled for May 22, 2012, at 24035 El Toro Road, Laguna Hills, California 92653 beginning at 7:00 P.M., when their objections will be heard and given due consideration. If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City of Laguna Hills at, or prior to, the Public Hearing.

Dated this 26th day of April, 2012.



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

CITY OF LAGUNA HILLS WEED ABATEMENT SUPPLEMENTAL GUIDELINES

Dear Property Owner:

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

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

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

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

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

Sincerely,



Humza Javed, P.E.
City of Laguna Hills

FIRE PRONE PLANT SPECIES

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

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

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

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

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

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

HAZARD REDUCTION PRIVATE CONTRACTORS

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

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

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

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

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

Kathie Aarnodt
Executive-Suite Services, Inc.
(Commercial)
818-993-6300
Email: janitor99@hotmail.com

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

J&J Landscaping
Juan Zarate
Handwork, Discing, Mowing & Palms
714-953-7477

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

PV Maintenance
Tractor, Mowing & Handwork
949-795-5227

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

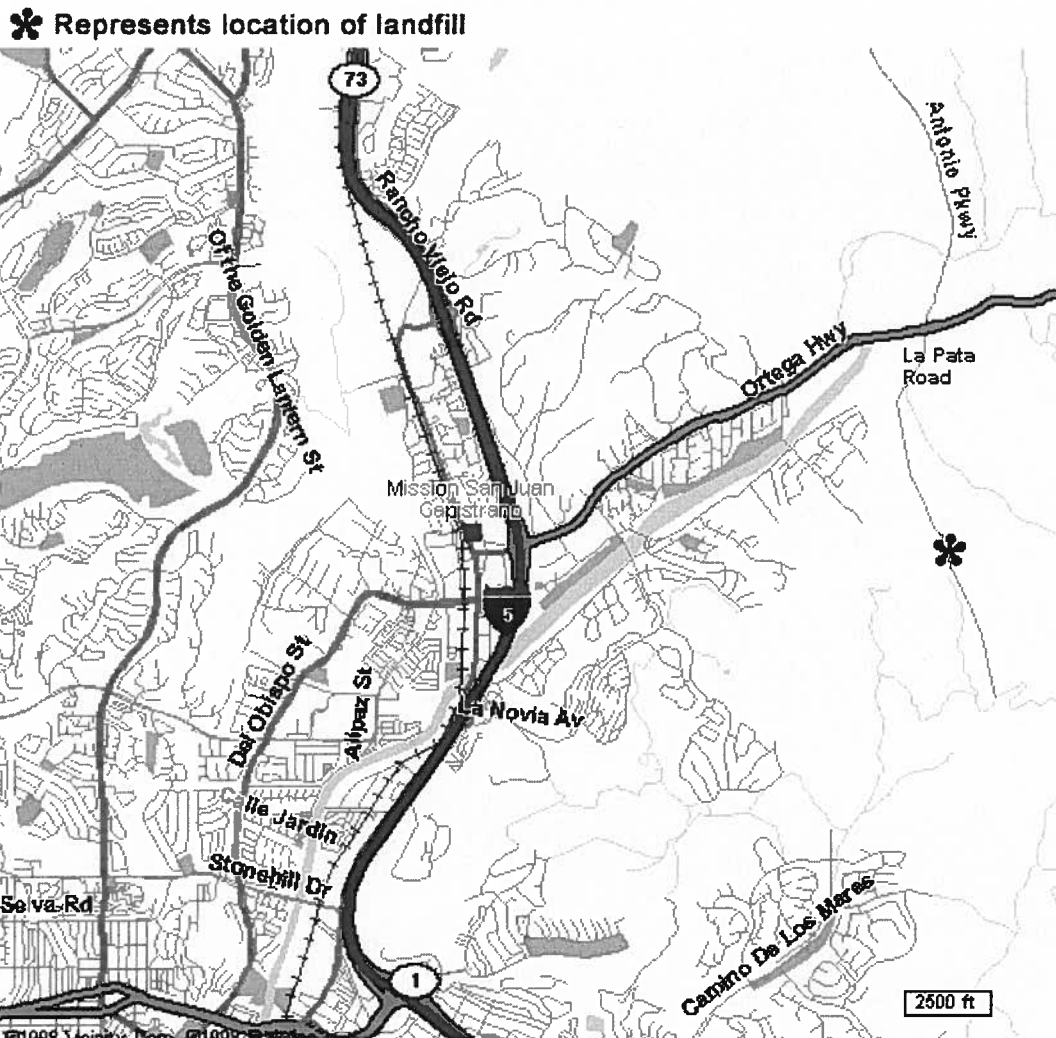
LOCATION OF NEAREST COUNTY LANDFILL:

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

OPERATING HOURS

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

LOCATION MAP



CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES

**ISSUE: SECOND CALL FOR PROJECTS FOR THE MEASURE M2
ENVIRONMENTAL CLEANUP PROGRAM (ECP) TIER 1 GRANT**

SUMMARY:

Measure M2 provides for two percent of gross revenue to be dedicated to protecting Orange County beaches and waterways from the conveyance of urban runoff associated with transportation-generated pollution. The Measure M2 Environmental Cleanup Program (ECP) Tier 1 Grant ensures that funds will be used on a countywide competitive basis to meet Federal Clean Water Act standards for controlling transportation-generated pollution by funding nationally recognized Best Management Practices (BMPs) for water quality benefits. Staff proposes to submit an application for the installation of debris gates (retractable catch basin screens) on 59 catch basin locations throughout the City as a part of this second call for projects for this funding program. It is recommended that the City Council approve of the submission of an ECP funding application and adopt a Resolution as required.

BACKGROUND:

On February 21, 2012, the Orange County Transportation Authority (OCTA) issued the second call for projects for the Measure M2 ECP Tier 1 Grant. An estimated \$2.8 million in Measure M2 funds for Fiscal Year 2012-2013 are being made available to eligible applicants, which include Orange County cities and the County of Orange, on a competitive basis. The maximum grant amount is \$100,000 per project, with a \$500,000 maximum per agency. A total of up to \$19.5 million is available for the Tier 1 Grant over a seven-year window from Fiscal Year 2011-2012 through Fiscal Year 2017-2018.

The Measure M2 ECP Tier 1 Grant is designed to mitigate the more visible forms of pollutants, such as litter and debris that collect on the roadways and in the catch basins prior to being deposited into waterways and the ocean. It consists of funding for equipment purchases and installation of screens, filters, and inserts at catch basins. Funds allocated by OCTA for each awarded project will be available by July 1, 2012, and projects must begin construction by June 30, 2013. A minimum match of 25% is required for this program. The matching funds can be provided by cash contributions and/or in-kind services. In-kind services can include salaries and benefits for employees who work directly on the project including on-going operation and maintenance of the equipment.

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Measure M2 ECP Tier 1 Grant
Page 2

Previously, the City was awarded \$61,950 for the installation of 69 debris gates from the first call of ECP funding in Fiscal Year 2011-2012. This project is currently under construction and is anticipated to be complete in May 2012. Staff recommends applying for an additional \$70,350 for 59 new debris gate locations as part of the Fiscal Year 2012-2013 second call for projects. The minimum 25% matching requirements can be achieved from staff's ongoing inspection and County crew maintenance of the proposed debris gates. A Resolution in support of the funding application is required and is attached.

Staff prepared the Measure M2 ECP Tier 1 Grant application based upon a proposal from G2 Construction, Inc. (formerly U.S. Enviro-Net Services, Inc.) for its "CAM lock automatic retractable debris gates," attached. Since 2005, G2 Construction, Inc. has installed debris gates on over 170 catch basin inlets throughout the City. They are currently in the process of installing 69 additional debris gates at various locations throughout the City based upon the Fiscal Year 2011-2012 ECP first call program. The debris gates are designed to remain closed during dry weather to prevent trash, debris, animals, and pollutants from entering the catch basin. The unwanted debris stays next to the curb for routine street sweeper pickup. During heavy rain events, the gate automatically rises to prevent street flooding without staff assistance. Once the water flow slows down, the gate automatically closes and remains closed when dry. The gates do require occasional maintenance to remain in good working order.

It is proposed that a sole-source purchase of the debris gates provided by G2 Construction be approved based upon information previously provided documenting the cost effectiveness of this product, the unique function of this product, ease of maintenance of this product, and consistency of this product throughout the City.

FISCAL IMPACT:

This project is included in the Fiscal Year 2012-2013 Capital Improvement Program Budget, CIP No. 412, in the amount of \$65,000. More grant funds are anticipated to be awarded to the City by OCTA than was expected at the time of the budget preparation. The total project cost is estimated to be \$95,032 which will consist of \$70,350 in grant funds and a future match requirement of \$24,682. The matching funds for the grant will be provided through in-kind services over a ten-year period within the Public Works Operating Budget through the work of the City's Public Works Supervisor and County catch basin cleaning crews. The current General Fund allocation to this project in the Capital Improvement Program Budget will be reallocated to the Operating Budget for the in-kind services, as necessary.

RECOMMENDATION: THAT THE CITY COUNCIL: (1) APPROVE THE GRANT APPLICATION FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM TIER 1 GRANT; (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM TIER 1 GRANT UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE LAGUNA HILLS DEBRIS GATES PROJECT;" AND (3) AUTHORIZE THE SOLE-SOURCE SELECTION OF G2 CONSTRUCTION, INC., FOR THIS WORK.

ATTACHMENTS:

- Resolution
- G2 Construction, Inc., Proposal dated 4/6/12

RESOLUTION NO. 2012-04-24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM TIER 1 GRANT UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE LAGUNA HILLS DEBRIS GATES PROJECT

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

WHEREAS, Orange County Local Transportation Ordinance No.3, dated July 24, 2006, and is known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan, makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation-generated pollution (urban runoff) and improve overall water quality; and

WHEREAS, the Environmental Cleanup Program (ECP) Tier 1 Grant consists of funding purchases and installation to catch basins with Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects; and

WHEREAS, Orange County Transportation Authority (OCTA) has established the procedures and criteria for reviewing proposals; and

WHEREAS, the City of Laguna Hills possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project; and

WHEREAS, by formal action the City of Laguna Hills authorizes the nomination of the Debris Gates Project, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the City of Laguna Hills to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of Laguna Hills will maintain and operate the equipment acquired and installed; and

WHEREAS, the City of Laguna Hills will give OCTA's representatives access to and the right to examine all records, books, papers or documents related to the funded Measure M2 ECP Tier 1 Grant; and

WHEREAS, the City of Laguna Hills will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and that the project will be carried to completion with reasonable diligence; and

WHEREAS, the City of Laguna Hills will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other Federal, State, and/or local laws, rules and/or regulations;

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

SECTION 1. The City Council of the City of Laguna Hills hereby authorizes Bruce E. Channing as the official representative of the City of Laguna Hills to apply for the Measure M2 ECP Tier 1 Grant for the Debris Gates Project.

SECTION 2. The City Council of the City of Laguna Hills agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

PASSED, APPROVED, AND ADOPTED this 24th day of April 2012.

MELODY CARRUTH, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
2012-04-24-___ adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 24th day of April 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

G2 Construction, Inc.
State contractors license #801253 - A, C8, C60
13331 Garden Grove Blvd. unit "K"
Garden Grove, CA 92843

STORM DRAIN DEVICE PROPOSAL

Customer: **City of Laguna Hills**
24035 El Toro Dr.
Laguna Hills, CA 92653
Phone: 949-707-2657
Fax: 949-707-2633
Contact: Humza Javed, P.E. - Project Engineer / Manager
Project Location: **Various locations throughout City of Laguna Hills.**

Prepared: 4/6/2012

By: John Alvarado
Phone: 714.448.8080

jalvarado@g2construction.com

G2 proposes "ARS" C.B. inlet screens for the following locations;

		C.B. "W"	ARS Devices	Amount
1).	Paseo De Valencia S/W corner	14'	Y	\$ 1,350.00
2).	Paseo De Valencia at Mc Kenzie	21'	Y	\$ 1,950.00
3).	Paseo de Valencia E/O Mc Kenzie	10'	Y	\$ 700.00
4).	Paseo de Valencia E/O Mc Kenzie	14'	Y	\$ 1,350.00
5).	Paseo de Valencia N/W of Cabot	28'	Y	\$ 2,550.00
6).	Paseo de Valencia S/W of Cabot in Trans.	14'	Y	\$ 1,350.00
7).	Cabot S/O PD Valencia W/S	7'	Y	\$ 700.00
8).	Cabot S/O PD Valencia E/S	7'	Y	\$ 700.00
9).	Oso Prkwy W/B from Cabot	21'	Y	\$ 1,950.00
10).	Oso Prkwy W/B, E/O Bridlewood	14'	Y	\$ 1,350.00
11).	Oso Prkwy W/B, E/O Nottingham	14'	Y	\$ 1,350.00
12).	Oso Prkwy W/B, @ Nelli Gail	14'	Y	\$ 1,350.00
13).	Oso Prkwy W/B, Westhaven	21'	Y	\$ 1,950.00
14).	Oso Prkwy W/B @ Westhaven	7'	Y	\$ 700.00
15).	Oso Prkwy W/B @ Moulton Prkwy	10'	Y	\$ 700.00
16).	Oso Prkwy E/B @ Moulton Prkwy	7'	Y	\$ 700.00
17).	Oso Prkwy E/B, past Westhaven	14'	Y	\$ 1,350.00
18).	Oso Prkwy E/B @ Nelli Gale	21'	Y	\$ 1,950.00
19).	Oso Prkwy E/B @ Nottingham	21'	Y	\$ 1,950.00
20).	Oso Prkwy E/B @ Nottingham	21'	Y	\$ 1,950.00
21).	Oso prkwy E/B @ Bridlewood	14'	Y	\$ 1,350.00
22).	Oso Prkwy E/B @ Cabot	14'	Y	\$ 1,350.00
23).	Rapid Falls E/B @ Lost Trail	35'	Y	\$ 3,300.00
24).	Rapid Falls W/B @ Lost Trail	35'	Y	\$ 3,300.00
25).	Empty Saddle N/B, N/O Hidden Trail	3.5'	Y	\$ 350.00
26).	Empty saddle N/B, N/O Hidden Trail	21'	Y	\$ 1,950.00
27).	Empty saddle N/B, N/O Hidden Trail	14'	Y	\$ 1,350.00
28).	Empty saddle S/B, N/O Hidden Trail	14'	Y	\$ 1,350.00
29).	Nelli Gail N/B approaching Oso Pkwy	21'	Y	\$ 1,950.00
30).	Nelli Gail S/B leaving Oso Pkwy	21'	Y	\$ 1,950.00

Page One total..... \$ 46,100.00

Page #1, continues on page #2.

4/24/2012 ITEM NO. 4.5

G2 Construction, Inc.

State contractors license #801253 - A, C8, C60

13331 Garden Grove Blvd. unit "K"

Garden Grove, CA 92843

STORM DRAIN DEVICE PROPOSAL

Customer: **City of Laguna Hills**
 24035 El Toro Dr.
 Laguna Hills, CA 92653
 Phone: 949-707-2657
 Fax: 949-707-2633
 Contact: Humza Javed, P.E. - Project Engineer / Manager
 Project Location: **Various locations throughout City of Laguna Hills.**

Prepared: 4/6/2012

By: John Alvarado
 Phone: 714.448.8080

jalvarado@g2construction.com

G2 proposes "ARS" C.B. inlet screens for the following locations;

		ARS	Amount
	C.B. "W"	Devices	
31).	Moulton N/B past Oso Prkwy	3.5' Y	\$ 350.00
32).	La Paz E/B, from Moulton Pkwy	14' Y	\$ 1,350.00
33).	La Paz E/B, E/O Alameda	14' Y	\$ 1,350.00
34).	La Paz E/B, E/O Alameda	14' Y	\$ 1,350.00
	Alicia Pkwy / Paseo de Valencia Area		\$ -
35).	Creekview Southend S/O Cresta	10' N	\$ 600.00
36).	Christina Ct. S/O Carlota	3.5' N	\$ 300.00
37).	Christina Ct. at Carlota	10' N	\$ 600.00
38).	Carlota N/O Christina Ct.	14' N	\$ 1,200.00
39).	Kennington Dr. E/O Valencia	10' N	\$ 600.00
40).	Kennington Dr. E/O Valencia	7' N	\$ 600.00
41).	Kennington Dr. E/O Valencia	10' N	\$ 600.00
42).	Georgia Sue N/O Jorie Dr.	7' N	\$ 600.00
43).	Kim Cir S/O Georgia Sue	7' N	\$ 600.00
44).	Gerogia Sue Dr. E/O Paige Cir.	10' N	\$ 600.00
45).	Paige Cir. S/O Georgia Sue	7' N	\$ 600.00
46).	Sara In. E/O Paige Cir.	10' N	\$ 600.00
47).	Hon Ave. W/O Alicia Prkwy N/S	10' N	\$ 600.00
48).	Hon Ave. W/O Alicia Prkwy S/S	10' N	\$ 600.00
49).	Costeau St. W/O Alicia Pkwy N/S	21' N	\$ 1,800.00
50).	Costeau St. W/O Alicia Pkwy S/S	7' N	\$ 600.00
51).	Southport S/O Salford W/S	10' N	\$ 600.00
52).	Southport S/O Salford E/S	10' N	\$ 600.00
53).	Wilkes Pl. W/O Alicia Pkwy N/S	5' N	\$ 350.00
54).	Wilkes Pl. W/O Alicia Pkwy S/S	14' N	\$ 1,200.00
55).	Wilkes at Woolrich N/S	14' N	\$ 1,200.00
56).	Wilkes at Woolrich S/S	21' N	\$ 1,800.00
57).	Wilkes S/O Derby Cir.	21' N	\$ 1,800.00
58).	Wilkes at Stockport Park W/S	10' N	\$ 600.00
59).	Wilkes at Stockport Park E/S	10' N	\$ 600.00

Page 2 of 2.

Page Two total..... \$ 24,250.00

Page One total..... \$ 46,100.00

Project Total..... \$ 70,350.00

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES

**ISSUE: AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CITYWIDE
PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H**

SUMMARY:

Every two years, the City undertakes a pavement rehabilitation project focused upon residential streets. Of the six geographic zones established in the Pavement Management Program (PMP), streets within two zones are scheduled for maintenance along with related repairs to concrete improvements of curbs, sidewalks, driveways, cross gutters, and some access ramps. As the age of the City's local streets has reached the 30 to 40-year range, the pavement maintenance has shifted from localized repairs followed by surface seals to major maintenance of localized repairs followed by new asphalt concrete overlays of the pavement surfacing. Selected streets in two pavement zones, Zones A and D, are scheduled for pavement rehabilitation in the summer of 2012, consistent with the budget for this work. The Plans and Specifications for the subject project have been prepared by staff and are on file with the office of the City Clerk. Approval of the Plans and Specifications and authorization to advertise the project for bids is recommended.

BACKGROUND:

The single largest asset of the City is the public right-of-way and the associated street improvement infrastructure. The City regularly invests funding in this asset to repair and improve the life of the street system. Shortly after the City's incorporation, a PMP was established to create a system to plan and budget for the preservation of the City's street improvements. The PMP established six geographic zones throughout the City representing approximately one-sixth of the total City pavement area in each zone. The PMP is updated every two years, assigns a numeric value to each street (the Pavement Condition Index or PCI) representing the condition of the pavement on a zero to one hundred point scale, and estimates the budget needed to improve the streets to an acceptable level. For cost efficiencies, the City has historically implemented a pavement rehabilitation project in two of the Zones every two years.

The subject pavement rehabilitation project is scheduled for the summer of 2012 in Zones A and D. As the age of the City's local streets has reached the 30 to 40-year range, this maintenance work has shifted from localized repairs followed by surface seals to major maintenance consisting of localized pavement removal and replacement followed by new asphalt concrete overlays of the pavement surfacing. Selected streets in both pavement Zones A and D are scheduled for pavement rehabilitation in the summer of 2012 and are depicted on the attached area maps. The streets selected for

this major maintenance have been chosen based upon the PCI, a current field review, and the budget. Repairs to concrete improvements of curbs, sidewalks, driveways, cross gutters, and some access ramps throughout Zones A and D are also included in the project. The streets in these Zones that are not scheduled for maintenance at this time will be maintained in future years. In order to prepare the project for construction beginning in early July 2012, it is necessary to advertise the project for bids at this time.

The plans and specifications for the Citywide Pavement Rehabilitation Project, CIP No. 101-H, have been completed by staff and are on file with the office of the City Clerk. The Engineer's Estimate for this project is \$1,750,000. Depending upon the bid results, somewhat fewer streets or additional streets may be included in the project.

FISCAL IMPACT:

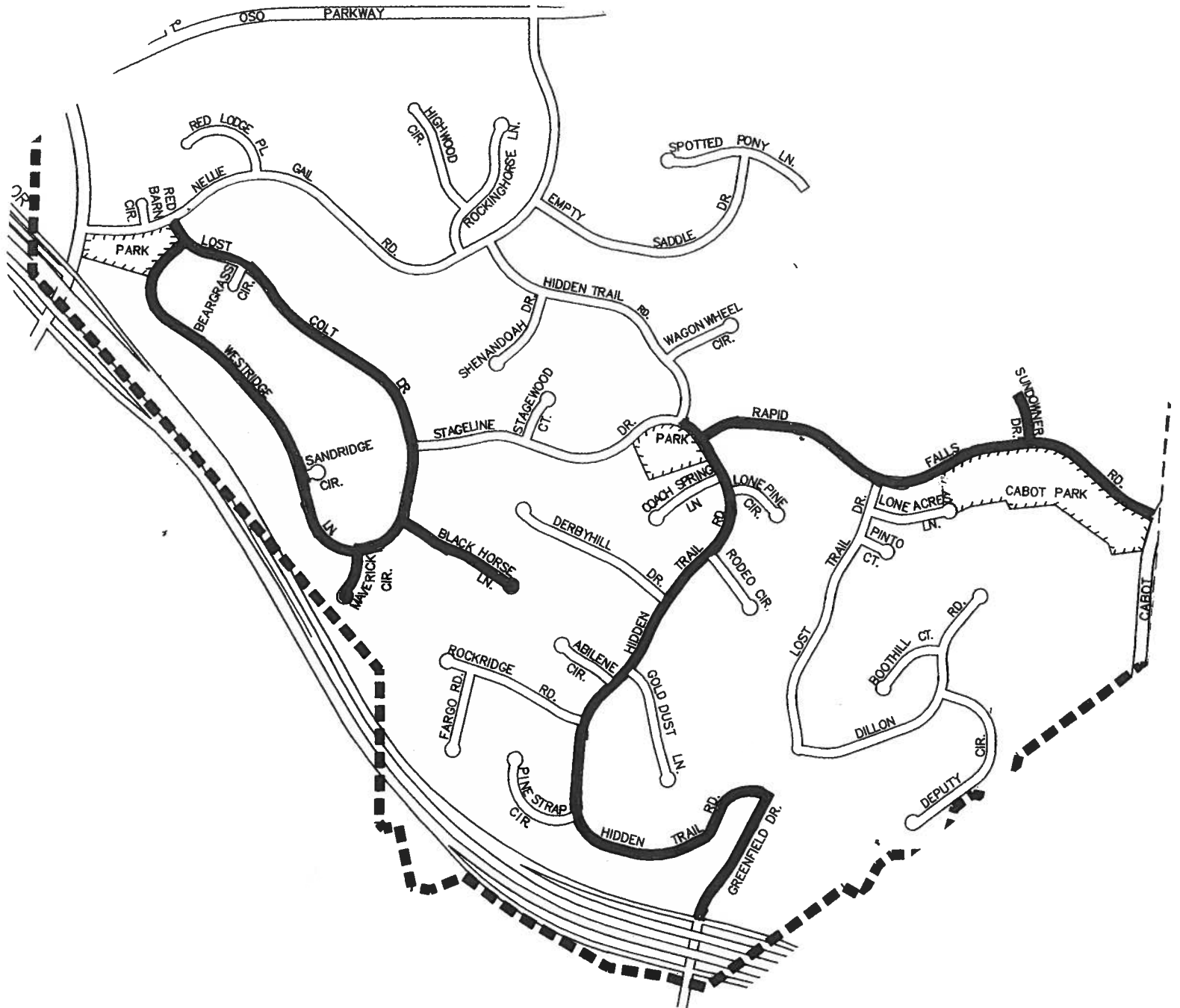
The Citywide Pavement Rehabilitation Project, CIP No. 101-H, is included in the Fiscal Year 2012-2013 Capital Improvement Program Budget in the amount of \$1,762,000.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE THE ADVERTISEMENT FOR BIDS OF THE CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-H.

ATTACHMENTS:

- Zone A area map (two sheets)
- Zone D area map

ZONE A



CITY OF LAGUNA HILLS

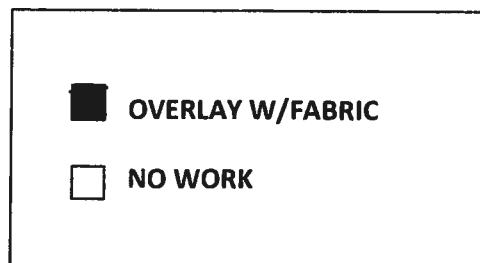
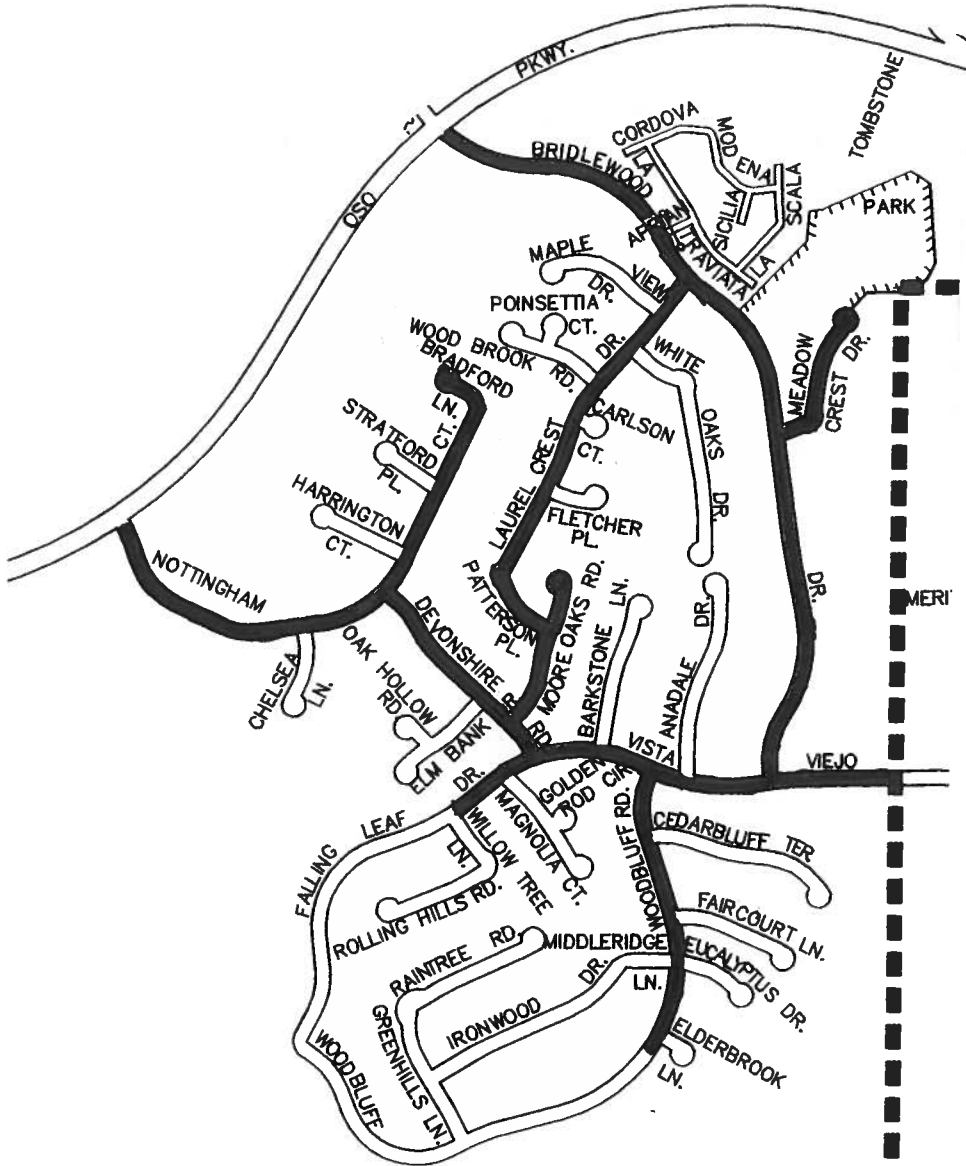
PAGE 1 OF 2

■ OVERLAY W/FABRIC

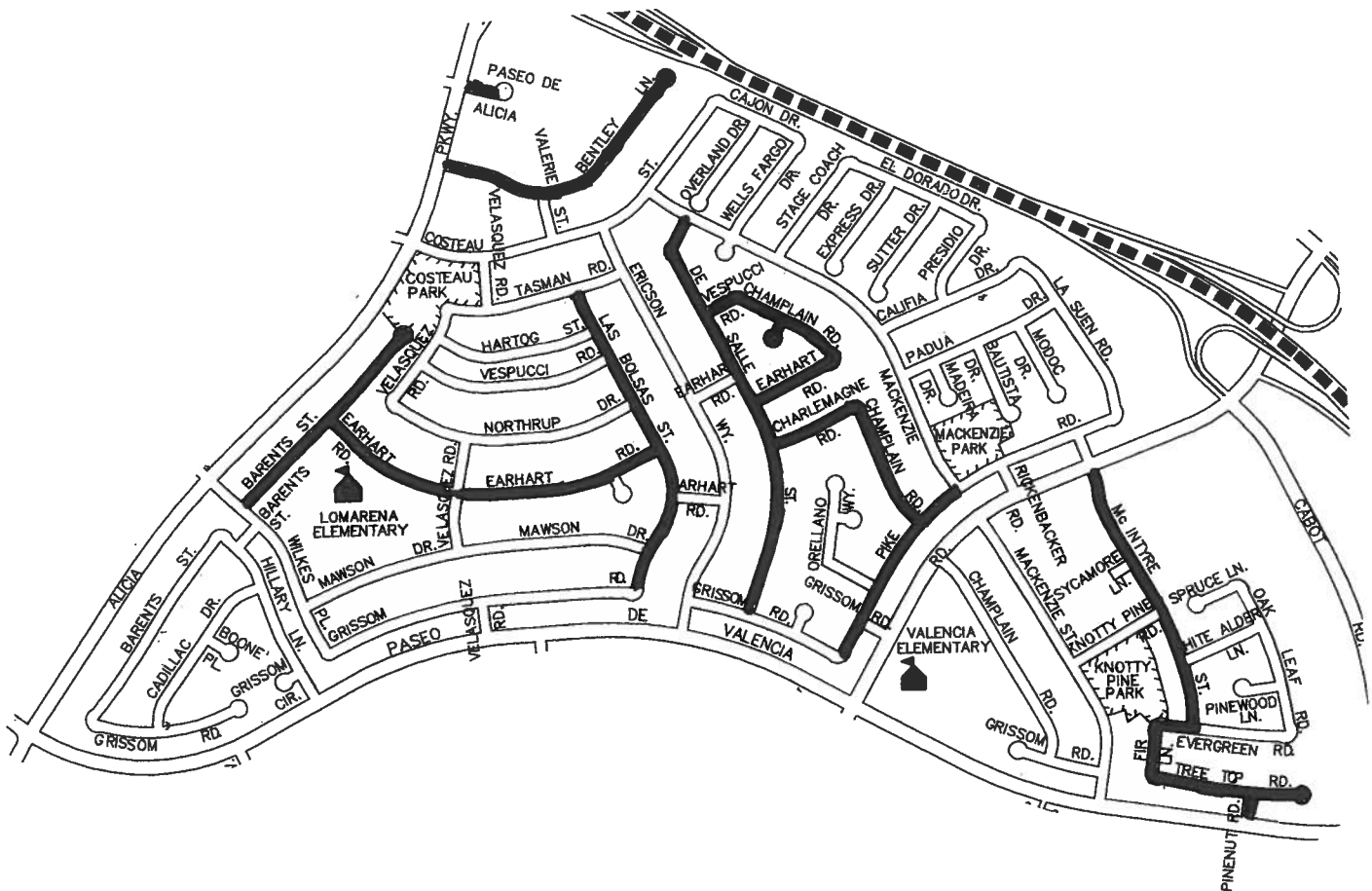
□ NO WORK

4/24/2012 ITEM NO. 4.6

ZONE A



ZONE D



■ OVERLAY W/FABRIC
□ NO WORK

ITEMS REMOVED FROM THE CONSENT CALENDAR

**4.4 PUBLIC INFORMATION MEETING FOR THE PASEO DE VALENCIA
WIDENING IMPROVEMENT PROJECT, CIP NO. 145A**

Council Member Kogerman removed this item from the Consent Calendar to inquire from staff regarding the timing and funding of the Paseo de Valencia Widening Improvement project.

**MOTION TO RECEIVE AND FILE THE REPORT, BY M/COUNCIL MEMBER
KOGERMAN, S/COUNCIL MEMBER BRESSETTE.
APPROVED BY A VOTE OF 5-0.**

5. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:34 PM.

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Carruth, Vice Chair Lautenschleger, Agency Member Bressette, Agency Member Kogerman, and Agency Member Songstad

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES

5.3.1 REGULAR MEETING, MARCH 27, 2012

**MOTION TO APPROVE THE MINUTES OF THE MARCH 27, 2012, REGULAR
MEETING, AS REFERENCED IN CITY COUNCIL MINUTES BEGINNING ON
PAGE 3, BY M/AGENCY MEMBER BRESSETTE, S/AGENCY MEMBER
KOGERMAN.**

**APPROVED BY A VOTE OF 4-0-1 (AGENCY MEMBER SONGSTAD
ABSTAINED).**

5.4 PLANNING AGENCY PUBLIC HEARINGS

**5.4.1 CHANGED PLAN NO. 11-11-2113, A REQUEST BY AT&T
MOBILITY TO MODIFY AN EXISTING COMMUNICATIONS
FACILITY, LOCATED AT 25655 NELLIE GAIL ROAD IN THE
COMMUNITY/PRIVATE INSTITUTION (C/PI) ZONING DISTRICT**

Chair Carruth opened the Public Hearing.

Alex Tsaturov, AT&T Representative, spoke on Changed Plan No. 11-11-2113, to modify an existing Communications Facility, located at 25655 Nellie Gail Road and answered questions from the Planning Agency.

There were five Laguna Hills residents that spoke in opposition to modifying the existing Communications Facility located at 25655 Nellie Gail Road.

Alex Tsaturov, AT&T representative, indicated that he had read and agreed to all of the Conditions of Approval.

Chair Carruth closed the Public Hearing.

**MOTION TO ADOPT RESOLUTION NO. PA2012-04-10-1, A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CHANGED PLAN NO. 11-11-2113, A REQUEST BY AT&T MOBILITY TO MODIFY AN EXISTING COMMUNICATIONS FACILITY, LOCATED AT 25655 NELLIE GAIL ROAD IN THE COMMUNITY/PRIVATE INSTITUTION (C/PI) ZONING DISTRICT.
APPROVED BY A VOTE OF 5-0.**

PLANNING AGENCY ADJOURNMENT

6. JOINT CITY COUNCIL/PLANNING AGENCY MEETING

6.1 ROLL CALL OF JOINT CITY COUNCIL/PLANNING AGENCY MEETING

Present: Mayor/Chair Carruth, Mayor Pro Tempore/Vice Chair Lautenschleger, Council Member/Agency Member Bressette, Council Member/Agency Member Kogerman, and Council Member/Agency Member Songstad

6.2 PUBLIC COMMENTS

There were no Public Comments.

6.3 PUBLIC HEARINGS

6.3.1 SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/PARKING USE PERMIT NO. 12-11-2131, A REQUEST BY VINTAGE REAL ESTATE TO REMODEL AND EXPAND THE MOULTON LA PAZ SHOPPING CENTER AT 26534-26562 MOULTON PARKWAY, INCLUDING THE ADDITION OF APPROXIMATELY 30,000 SQUARE FEET OF NEW COMMERCIAL SPACE, UPDATED FACADES, AND NEW PARKING LOT LAYOUT AND LANDSCAPING; AND CONSIDERATION OF A DETERMINATION THAT THE DISPOSAL OF CERTAIN PUBLIC PROPERTY INCLUDED IN THE DEVELOPMENT PROPOSAL IS IN CONFORMANCE WITH THE GENERAL PLAN.

CITY OF LAGUNA HILLS

AGENDA REPORT COMMUNITY DEVELOPMENT

**ISSUE: ZONING TEXT AMENDMENT NO. 01-12-2163, AN ORDINANCE
 ADDING CHAPTER 9-93, ENTITLED "REASONABLE
 ACCOMMODATION FOR PERSONS WITH DISABILITIES," TO THE
 LAGUNA HILLS MUNICIPAL CODE, PROVIDING A PROCEDURE FOR
 GRANTING REASONABLE ACCOMMODATION IN THE CITY'S
 ZONING AND LAND USE REGULATIONS, POLICIES, AND
 PRACTICES PURSUANT TO FEDERAL AND STATE FAIR HOUSING
 LAWS.**

SUMMARY:

The public notice for this zoning text amendment was incorrectly distributed as a Planning Agency item when this item is subject to review by the City Council. Therefore, staff must provide the proper public notice as a City Council agenda item and anticipates bringing this item forward for review by the City Council at the regular meeting of May 8, 2012. No action is required of the Planning Agency at this time.

**RECOMMENDATION: THAT THE PLANNING AGENCY RECEIVE AND FILE THIS
REPORT.**

CITY OF LAGUNA HILLS

AGENDA REPORT COMMUNITY DEVELOPMENT

ISSUE: **SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/PARKING USE PERMIT NO. 12-11-2131, A REQUEST BY MOULTON LA PAZ, LLC, TO REMODEL AND EXPAND THE MOULTON LA PAZ SHOPPING CENTER AT 26534-26562 MOULTON PARKWAY, INCLUDING THE ADDITION OF APPROXIMATELY 30,000 SQUARE FEET OF NEW COMMERCIAL SPACE, UPDATED FACADES, AND NEW PARKING LOT LAYOUT AND LANDSCAPING, CONSIDERATION OF A DETERMINATION THAT THE DISPOSAL OF CERTAIN CITY-OWNED REAL PROPERTY INCLUDED IN THE DEVELOPMENT PROPOSAL IS IN CONFORMANCE WITH THE GENERAL PLAN, AND CONSIDERATION AND APPROVAL BY THE CITY COUNCIL OF A PROPOSED REAL PROPERTY PURCHASE AND SALE AGREEMENT ENTITLED "AGREEMENT FOR PURCHASE AND SALE BY AND BETWEEN MOULTON LA PAZ, LLC, AND CITY OF LAGUNA HILLS," CONCERNING THE PROPOSED SALE OF PARCEL 1 (3.365 ACRES) OF FINAL PARCEL MAP NO. 2009-134 TO ALLOW FOR THE REMODEL AND EXPANSION OF THE MOULTON LA PAZ SHOPPING CENTER.**

SUMMARY:

Moulton La Paz, LLC, the owner of the Moulton La Paz Shopping Center, (the "Applicant") has submitted plans to remodel and expand the Moulton La Paz Shopping Center at located at 26534-26562 Moulton Parkway in the Community Commercial Zoning District (CC). The proposed development project will include expanding the shopping center over an unimproved City-owned open space parcel formally described as Parcel 1 (3.365 acres) of Final Parcel Map No. 2009-134, which staff has recommended be sold by the City to the Applicant for just over \$2.75 million. The proposed sale of the property requires City Council approval of the attached agreement entitled "AGREEMENT OF PURCHASE AND SALE BY AND BETWEEN MOULTON LA PAZ, LLC AND CITY OF LAGUNA HILLS" (the "Purchase and Sale Agreement").

Approximately 30,000 square feet of new general commercial space will be created. The buildings in the existing center will be remodeled to provide a cohesive look between the new and old portions of the center. Additionally, parking and landscaping will be completely renovated. The Applicant has demonstrated that the project complies with all aspects of the Laguna Hills Municipal Code. A Site Development Permit is nevertheless required for development projects such as the proposed project. Additionally, a Parking Use Permit is required for the subject project due to the fact that,

much like other commercial retail centers, parking is shared among the multiple buildings and uses in the shopping center.

Because the project involves items which both the City of Laguna Hills' Planning Agency and City Council must approve for the project to go forward, the items are being considered through a joint Public Hearing between the Planning Agency and City Council and the requested entitlements and Purchase and Sale Agreement are being processed concurrently. The Planning Agency is required to consider and act on the project's requested zoning approvals and the City Council is required to consider and act on the proposed Purchase and Sale Agreement. In addition to the sale of the land, other key features of the Agreement relate to easements the City will provide in favor of the development, or that the City will retain over the development. These include the following:

- The City will provide an offsite easement encumbering nearly 30,000 square feet of land on City property contiguous to the proposed development for the purpose of allowing improvements for water quality and storm water runoff that benefit the proposed project;
- The City will receive new storm drain easements to ensure adequate drainage in the area is maintained;
- The City will retain substantial easements of approximately 1-acre over Parcel 1 for landscaping and trails;
- The City will provide the development with the opportunity to use a portion of its landscaping and trail easement area for "biofilter" improvements; and
- The City acknowledges an access easement across Parcel 1 from La Paz Road to the shopping center.

Staff has negotiated one-time payments of \$211,416 in exchange for certain easements.

Neighborhood concerns have been raised over the project primarily as a result of views adjoining residential properties will have of higher roof design features proposed as part of the renovation of the existing buildings. Concerns have also been raised over how new buildings will alter or block existing views of Moulton Parkway and La Paz Road, the San Joaquin Hills to the west, and the open space parcel. Concerns have also been expressed over additional noise, traffic, light and glare from increased activity on the site from new development. A history of inadequate property maintenance of the slopes at the rear of the center behind existing retail buildings has also been raised as a point of concern.

The City will be relying on the General Plan Program Environmental Impact Report (the "PEIR") as the environmental clearance for the project. To describe how the proposed project is consistent with the PEIR, an environmental checklist was prepared to compare specific project impacts with impacts analyzed in the PEIR. Staff's conclusion is that the impacts anticipated as a result of the project are addressed in the PEIR, and that mitigation from the PEIR has been required to avoid significant impacts.

Finally, the project directly implements the City's 2009 General Plan which identifies the extension of the project's proposed commercial development into Parcel 1 as a key opportunity resulting in the redevelopment of the area, improving the pedestrian environment along La Paz Road, ensuring adequate drainage facilities, retaining local and regional trails, and enhancing the visual appeal of the open space corridor.

The entire project, including the renovation of the existing Moulton La Paz Shopping Center, is contingent on the City selling Parcel 1 to the Applicant. The sale of Parcel 1 to the Applicant will provide the City with funding necessary to complete the landscape renovation and environmental remediation of the remaining open space corridor area (also known as Parcel 2).

AUTHORITY:

Actions by both the Planning Agency and the City Council will be required on different aspects of the project. The Planning Agency will:

- Consider the development proposal for the commercial center (as described in the plans and justification letter submitted for SDPM/CUP/PUP No. 12-11-2131), including the new construction and design of the center and a parking use permit for shared parking pursuant to Chapters 9-28 and 9-92 of the Laguna Hills development code; and
- Consider a determination that the proposed disposal (sale) of certain publicly-owned real property included in the development proposal is in conformance with the General Plan, pursuant to Section 65402 of the California Government Code and as described by Attachment 3 to this report.

The City Council will:

- Consider the proposed sale of the certain unimproved City-owned real property described more particularly as Parcel 1 (3.365 acres) of Final Parcel Map No. 2009-134, through approval of the proposed Purchase and Sale Agreement set forth as Attachment 2 to this report. Government Code Section 37350 authorizes cities to dispose of real property under its ownership.

BACKGROUND:

During the most recent General Plan update (2009), the City Council designated the northeast corner of Moulton Parkway and La Paz Road, and more particularly the subject site as an “opportunity area.” According to the General Plan, an opportunity area is a site where future land use change is very likely to occur throughout the planning horizon of the General Plan. Opportunity areas represent sites in Laguna Hills that offer centrality and favorable market conditions and fulfill current needs for the City’s commercial and housing markets in a changing economy. The Moulton La Paz Opportunity Area is characterized by unimproved open space, placed in such a way that it creates a natural opportunity for commercial expansion at the intersection of Moulton Parkway and La Paz Road, while maintaining and promoting an improved scenic, passive-use open space corridor and trail system on the majority of the space. At the time of the adoption of the General Plan, in anticipation of this project, a portion of the open space corridor closest to the intersection (and the existing commercial center) was re-designated as Community Commercial and was subsequently re-zoned CC.

At a future date, the City Council will be presented with a project to environmentally remediate, restore, and enhance Parcel 2 (7.903 acres) of Final Parcel Map No. 2009-134, which is the remainder of the City’s open space along the north side of La Paz Road, between the commercial center and Alameda Avenue (a distance of approximately 1,400 feet). This open space landscape enhancement project is in its preliminary design phase (see Attachment 10 for concept plan); however, the City and the Applicant have been working cooperatively to coordinate the design of both projects to ensure compatibility and accessibility between the two uses.

Throughout the General Plan update process, the City held public meetings to seek resident input over potential land use changes proposed for the General Plan. One such workshop was held on May 22, 2008, where the City held a workshop to review land use alternatives for the Moulton and La Paz open space. To ensure local neighborhood input was included, City records indicate all property owners bordering the Moulton La Paz Opportunity Area were sent a notice of the workshop and 16 residents from the neighborhood attended the workshop meeting. Furthermore, General Plan Update workshops and public hearings were published in the Laguna Hills City Views publication as well as area newspapers. Attachment 6 identifies the various notices and publications the City provided to the residents of the City and neighborhoods surrounding the General Plan Opportunity Areas.

PROJECT DESCRIPTION AND ANALYSIS:

The proposed renovation and expansion of the Moulton La Paz Shopping Center specifically includes the following:

- Renovation of existing shopping center buildings to a “California Coastal” architectural style. This will include roof and façade elements to provide more architectural articulation as well as new colors and materials. The existing shopping center is 6.69 acres, comprised of 22 stores in four buildings with a total floor area of 59,107 square feet. The roof design features add architectural prominence and quality to the center unlike the present design which lacks visual appeal and quality.
- Expansion of the existing center onto approximately 3.3 acres of unimproved open space area currently owned by the City. The expansion of the commercial center will produce a net increase of 29,098 square feet of commercial area accomplished through the construction of a new +/- 20,400 square foot free-standing market in the southwest portion of the site, the construction of a new 8,400 square foot free-standing retail building in the southeast portion of the site, a new 3,300 square foot retail building on the west side of the site adjacent to Moulton Parkway, and the renovation of an existing +/- 8,000 square foot retail building resulting in a partial demolition of the building down to 4,920 square feet. All new and reconfigured buildings will be designed in the aforementioned “California Coastal” style.
- Renovation of the existing parking area. The parking area will be re-graded, re-striped, and landscaped to be more efficient and functional as well as integrate the new parking areas. Angled parking will be eliminated in favor of 90 degree parking stalls. New tree wells will be installed in the parking area to add visual quality to the center’s main parking field. Currently the main parking area has about 10 tree well/ planter areas covering over 60,000 square feet whereas the planned renovations will add 30 more tree well/ planter areas. The renovation of the center will also include the construction of on-site underground water detention facilities to ensure compliance with the City’s water discharge obligations under its municipal storm water National Pollutant Discharge Elimination System (NPDES) permit applicable to the project area.
- Parking Use Permit (PUP). The Municipal Code establishes different parking ratios for different types of uses. These ratios treat each individual use in the project as a stand-alone use at maximum demand. At a shopping center, the PUP process allows the City to review and determine parking efficiencies between uses. A parking study essentially recognizes that parking demand for different uses in a shopping center varies throughout the day and determines the appropriate number of spaces needed to meet the various parking demand periods. For example, the peak parking for restaurant uses is typically mid-day during the week and during the evenings on weekends. For a grocery use, peak periods typically occur during the early evening during the week. The parking study evaluates the peak parking demand for all uses and determines the number of spaces needed to meet the peak demand.

A parking supply-demand analysis was conducted by Linscott, Law & Greenspan which used a methodology combining shared parking usage patterns (recognizing the demand for different types of uses vary). Using this methodology, the parking study found that there is adequate parking for all existing and proposed uses at the subject site, and it is reasonable for all project components to share the parking facilities. The parking supply-demand analysis determined that peak parking would result in a demand for 324 spaces versus a supply of 444 spaces. Therefore, there will be an adequate parking supply for the project after the project is built out.

- Site grading. The scope of improvements proposed will also include grading of up to 11,000 cubic yards over the entire project site (including vacant Parcels 1 and 2), the grubbing and clearing of existing stands of eucalyptus trees (totaling approximately 80 in number) located on the City-owned open space Parcel 2, and the construction of water quality improvements designed to temporarily retain and retard the flow of a small amount of storm water runoff to comply with NPDES/Hydro modification requirements. Staff notes that 11,000 cubic yards of grading is roughly the equivalent of between six and nine inches of grading over the entire open space parcel (+/- 11.2 acres).

Staff notes that approval of a Master Sign Program is not part of the project approvals requested at this time. A condition of approval requires the Applicant to file a Master Sign Program application for review and approval (**Condition 22**). The applicant's "Letter of Justification" is included as Attachment 4.

Neighborhood Concerns

In addition to the staff review process used to ensure the project complies with the City's development standards, a number of contacts were made with residents in the neighborhood, who live north and east of the shopping center, to identify issues residents may have with the proposed renovations and expansion of the center. Besides the mandated public notice requirements, staff provided a courtesy notice to property owners within 300 feet in early February, advising owners of the proposed project. Staff also met with approximately 30 residents at an informational meeting on April 3, 2012. Comments collected by staff are included as Attachment 8.

Individual site visits were also made to eight properties on Sundance Avenue (3 homes), Los Alamitos Avenue (4 homes), and Monte Royale (1 home). Staff has also met with and spoken with individual homeowners on several occasions.

While a variety of issues have been raised, the following describes the issues that neighbors have raised as primary concerns - namely aesthetics, noise, and traffic.

Aesthetics

The proposed project will create articulated roof lines, a variety of exterior wall treatments, and varied wall planes in a well designed "California Coastal" architectural

theme which communicates the City's character as a highly desirable place to live. While existing buildings are typically 25 feet high, the in-line building (Shops A, Shops B, and Pad A) renovations will introduce new architectural roof elements such as decorative hip and gable roof features over some tenant spaces that reach as high as 41 feet. The proposed market building also reaches 44 feet. The development standards for the CC zone list 40 feet as the maximum height of buildings, however, LHMC Section 9-02.070 grants the Community Development Director the authority to grant minor deviations to development code standards, including height limits, so long as the deviation does not exceed 10 percent. In this case, staff supports the additional four feet of height because of the building roof line articulation and design features the height allows.

Generally, the new roof elements are spaced every 20-40 feet to add visual interest to the redesigned building facades and do not cover the entire roof surface area. Only the front building facades receive this treatment leaving the roof structure behind the facades as-is. They tend to have a depth of around 20 feet over a roof area that has a depth of 60 to 100 feet depending on the size of the tenant space. Between the roof elements, the existing building heights are typically maintained. The smaller new retail buildings (Shops C and D and Pad B) will exhibit the same features – main building roof lines will be maintained around 25 feet with decorative roof elements reaching up to 35 feet and a depth of 20 feet over roofs that span 60 feet. Page 14 of the plans depicts roof cross sections at various points on existing and new buildings. Where new elements are proposed over existing roof lines, the cross sections help identify the difference between existing and new roof line height.

The proposed market building located adjacent to La Paz Road will be of a different architectural character since the building bulk and mass is more substantial measuring 130 feet by 170 feet. The building roof line varies between 28 to 44 feet with higher roof elements located at building corners and the main building entrance. Although gable and hip roof elements are also used, the elements have more depth and bulk as a result of the market's larger building footprint.

During discussions, site visits, and meetings with residents, staff's assessment is that four "categories" of view issues emerged. One property owner on Monte Royale raised concerns over views of the open space and La Paz Road. Owners on the north half of Los Alamitos Avenue have concerns over maintaining views of the San Joaquin Hills to the west, views of new façade roof lines, and views of equipment. Owners on the south half of Los Alamitos Avenue were concerned about maintaining their views of the San Joaquin Hills to the west. Owners on Sundance Avenue were concerned about the introduction of more negative visual elements via new façade roof lines being introduced to their existing views of roof top equipment and roof parapets.

To address the concerns from residents living on Monte Royale and Los Alamitos Avenue regarding views, and to understand how these design elements might affect views to the west, a view shed analysis was conducted using photo simulations, cross-

sections, and site visits. Homes used in the analysis were 26485, 26495 and 26501 Los Alamitos Avenue and 24632 Monte Royale Street. These properties were chosen since they maintain the lowest grade elevations in relation to the planned renovations. Therefore, they have the potential to be the most directly affected by higher design elements relative to views of the open space and of the hills to the west. The critical vantage point from the homes was determined to be at five feet above the grade of existing back yards at the existing rear walls of homes which has been identified at 276 feet (mean sea level or msl) resulting in a critical vantage point of 281 feet msl. The rear walls of homes at the ground floor were used since vistas from interior spaces like kitchens and living rooms located at the rear of residences were observed during site visits.

The residence at 26485 Los Alamitos Avenue was selected to understand potential view issues for homes on the north side of Los Alamitos Avenue. Homes to the north have more direct views of the center's parking area and existing façade and roof. Existing roof top equipment is also visible and becomes more prominent further north on Los Alamitos Avenue. Simulated views are found on Page 15 of the project plans. Because of the open views, proposed façade roof lines are visible as well as new buildings in the foreground. However the view of the San Joaquin Hills to the west remains intact. In Attachment 7, the photos for 26471 Los Alamitos Avenue also depict the view of existing equipment which is typical for homes on the north half of Los Alamitos Avenue.

For the homes located on Monte Royale (24632 Monte Royale) and the south half of Los Alamitos Avenue (26495 & 26501 Los Alamitos Avenue) only roof elements that reach 32 feet or higher will exceed the building pad height of residences. The only element that exceeds 32 feet is the cupola over the Shops B building which is identified at 36 feet. For the property at 24632 Monte Royale Street, the south half of new building Shops D will be visible. However, staff believes landscape screening proposed will reduce or eliminate the view of the structure from the property. This landscaping will be included as part of the proposed project and as part of the improvement of the City's remaining open space area east of the Moulton La Paz shopping center site. In addition a proposed landscaped berm located behind the building will screen roughly half of the building height. The east building elevation depicted on Page 7 of the project plans illustrates the approach described above.

Homes further north were not included in the simulations of the San Joaquin Hills since new construction height is below the critical vantage point of the home. For example the property at 26471 Los Alamitos is at 282 feet resulting in a critical vantage point of 287 feet at the rear house wall. The height of the most visible roof element will be at 285 feet and is determined not to be in the line of sight a viewer may have of the San Joaquin Hills. Since homes further north along Los Alamitos and Sundance Avenues (which are contiguous to the shopping center on the north/ northeast side) are higher in elevation than homes used in the analysis, no additional simulations or cross-sections were necessary as the proposed new construction will be 5 to 10 feet or more below the critical vantage point of each property.

Although homes north/northeast of the project did not have their views of the San Joaquin Hills impacted, several residents expressed concerns that the proposed renovations will exacerbate the already poor visual quality of their views of the shopping center which is dominated by the center's roof and roof top equipment. Homes on the north half of Los Alamitos Avenue and on Sundance Avenue have fairly open views of the existing shopping center parking area, roof structures and roof-top equipment. While the height of the roof structure will not be changed, roof parapets will increase in height over existing conditions. Attachment 7 depicts the existing views certain homes have of the center's rooftops. As a result of the existing conditions, adjoining property owners believe new improvements will only add to the existing negative visual conditions, especially as viewed from second story living spaces. Several comments were received during public outreach activities advocating for the elimination of new roof elements from the plan. Staff noted new buildings will be located between 300 and 500 feet away from homes and will not have the same affect due to distance from residences and proposed new landscape screening in the parking areas.

Noise

While noises customary to neighborhood commercial centers, such as people talking, music, personal vehicle, trash truck, and delivery noise, have been present at the existing center, additional commercial space is proposed, adding to the existing noises already present at the site. Noise from trash pick-up at new trash enclosures and deliveries related to the proposed market are the two main sources of potential new noise associated with the project. There is one new trash enclosure at the south end of Shops B that is approximately 150 feet from the nearest residence. This distance combined with the vertical grade change as well as a block retaining wall between the trash enclosure and the residences provides sound attenuation to limit the noise impacts of trash pick-up. The market will have regular deliveries as a part of its typical operations. Care has been taken in providing as much sound attenuation as needed to limit the noise associated with deliveries that can be heard by neighboring properties. The loading dock area is approximately 350 feet from the nearest residence to the east and 500 feet from residences to the north. Sounds associated with the loading dock area are further attenuated by the grade change between the center and residential properties, a wall that screens the loading dock area, and buildings (Shops B and new Shops D). Further the project operations will be subject to the noise ordinance (LHMC 5-24), which has very restrictive allowable noise levels during nighttime hours (between the hours of 10:00 pm and 7:00 am) (see **Condition 24**).

Construction noise will also occur during construction of the project. This will be a short-term impact, applicable only during construction. Should the Planning Agency and City Council approve the project at this time, the Applicant expects that construction will be completed by April 2013. As in the case of operational noise, all construction will be required to comply with the noise ordinance. Construction is permitted from 7:00 am – 8:00 pm Monday-Friday; 8:00 am – 8:00 pm on Saturday; and no construction is permitted on Sundays or Federal Holidays.

The attached Initial Study (Attachment 5) describes potential noise sources and project design features and improvements that reduce noise to an acceptable level as dictated by the Municipal Code and the City's General Plan including the Program EIR.

Traffic

The net addition of approximately 30,000 square feet of commercial space will not have any significant impacts on traffic circulation in the surrounding area. To define exactly to what extent traffic would be impacted, a traffic study was prepared by the engineering and planning firm of Linscott, Law & Greenspan on December 23, 2011, and updated on March 16, 2012. The traffic study projects that the proposed project would result in an increase of 2,297 daily trips on the circulation network and up to 190 peak hour trips. Surrounding intersections and the project driveways were studied. Based on level of service (LOS) ratings of A through F with LOS A being best, all study intersections will remain at LOS A except at the intersection of Moulton Parkway and Alicia Parkway where the existing LOS was LOS B and will remain at LOS B. The Public Services Department has reviewed the traffic study for accuracy and sufficiency, and no negative impacts on traffic are expected as a result of this project. The study also addressed left turn lanes from eastbound La Paz Road into the shopping center and predicted that the existing storage space for 5 vehicles was sufficient for the peak demand which was not expected to exceed 1 vehicle. The minimum acceptable LOS the City accepts is LOS D except for certain arterials which can drop to LOS E. Because the project does not result in any significant traffic impacts based on accepted traffic engineering principles, no traffic signals were warranted.

PURCHASE & SALE AGREEMENT DISCUSSION:

This project was anticipated in the City's 2009 General Plan Update and was specifically identified as an Opportunity Study Area. The General Plan states: "The key opportunity in this area is to extend the Community Commercial land use designation about 150 feet south. This would result in the loss of approximately 2.2 acres of unimproved, dedicated open space. This open space primarily consists of dirt and interspersed eucalyptus trees. The extension of the Community Commercial designation could allow redevelopment of the area with a minor expansion of square footage..." (General Plan Update, page LU-24). Consistent with the land use designations and the goals, policies, and objectives of the City's Updated General Plan, the City now seeks to utilize Parcel 1 for its highest and best use as retail commercial, while creating a funding source for the environmental remediation, restoration, and enhancement of the remaining open space area (Parcel 2) and the City's Landscape and Equestrian Trail Easement through the sale of Parcel 1 to the Applicant for commercial development. In fact, the entire project, including the renovation of the existing Moulton La Paz Shopping Center, is contingent on the City selling Parcel 1 to the Applicant. Parcel 1 is approximately 3.365 gross acres and is encumbered with a City Landscape and Equestrian Trail Easement covering about 1 acre. The proposed

sale of Parcel 1 to the Applicant will add about 2.34 net acres to the Moulton La Paz Shopping Center and will allow the Applicant to proceed with the proposed center remodel and expansion project, while providing the City with funding necessary to complete the landscape renovation and environmental remediation of Parcel 2 (i.e., the remaining open space corridor area).

Staff has been in discussions with the Applicant since the General Plan Update process began in 2008, but the proposed project was delayed by the economic recession. Negotiations began in earnest this past September after the Applicant secured a commitment from a major grocer tenant. The City had the property appraised in October of 2011 with an addendum to that appraisal dated April 3, 2012. The agreed upon purchase price of the property is at or above the fair market value of the property in "as-is" condition. The cost to bring the property to a level and ready for development condition is estimated in excess of \$1.25 million and will be borne by the Applicant.

Attached to this report (Attachment 2) is the proposed Purchase and Sale Agreement. The following are some of the more salient business terms related to the proposed sale:

1. The purchase price is \$2,760,677.
2. The property will be sold by the City to Moulton La Paz, LLC, (the "Buyer") in "as-is" condition. All improvements necessary to bring the property to a level pad and ready for development condition, including the relocation of the existing storm drain, will be borne by the Buyer.
3. Within five (5) business days after the Effective Date of the Agreement, Buyer shall deposit (i) ten percent (10%) of the Purchase Price with the Escrow Agent in immediately available federal funds (the "**10% Deposit**") and (ii) an additional two percent (2%) of the Purchase Price with the Escrow Agent in immediately available federal funds (the "**2% Deposit**") (the 10% Deposit and 2% Deposit are collectively referred to as the "**Deposit**") If Buyer fails to deposit the Deposit within the time period provided, Seller may terminate this Agreement by written notice to Seller and Escrow Agent, in which case the Agreement shall be null and void .
4. If the Closing occurs, the Deposit shall be paid to the City and credited against the Purchase Price at the Closing. If the Closing does not occur in accordance with the terms of the Agreement without default (beyond any applicable notice and cure period) by Buyer, the Deposit shall be delivered by Escrow Agent to Buyer; provided, however, that, concurrently with the expiration of the Inspection Period, the 2% Deposit shall become entirely non-refundable for any reason except in the event Closing does not occur due to a default (beyond any applicable notice and cure period) by the City.

5. The City will grant to the Buyer a non-exclusive water quality easement (the "Water Quality Easement") over 29,798 square feet in the westerly portion of Parcel 2 in favor of Parcel 1 and adjacent Lot 25 of Tract 11237 to be used as credit for compliance with NPDES and other state and federal water quality and storm water runoff requirements. As consideration for the City granting this Water Quality Easement, the Buyer will pay the City \$56,616 in cash upon the close of escrow. The presence of this Water Quality Easement will not compromise or change the character of the open space.
6. The City will grant to Buyer a temporary construction license to allow the Buyer to enter Parcel 2 for the purpose of constructing an earthen berm on the westerly end of Parcel 2 and grading the Water Quality Easement area.
7. After the Buyer has brought the City's Landscape and Equestrian Trail Easement and the Water Quality Easement to finished grades, as defined on a City-approved grading plan, the Buyer will provide a line and grade certification satisfactory to the City's Engineer for purposes of allowing City to construct and maintain landscaping and related improvements within the Landscape and Equestrian Trail Easement. City agrees to grant to the Buyer the right to install and maintain biofilter improvements over portions of the City's Landscape and Equestrian Trail Easement for purposes of water quality filtration. As consideration for this right and to help off-set City's landscaping and maintenance costs associated with the Landscape and Equestrian Trail Easement, the Buyer will pay the City \$154,800.
8. The City reserves a new storm drain easement within Parcel 1 to accommodate the future relocation and realignment of the existing storm drain, to be constructed by and at the sole cost of the Buyer. Upon completion of the storm drain relocation work, the City will vacate portions of the existing storm drain easement located in Parcel 1.
9. The City will indemnify the Buyer against future liability claims arising out of the public's use of the public trail within the City's Landscape and Equestrian Trail Easement.
10. In connection with the pending Quiet Title Action, the City will be granting to the Buyer a new vehicular and pedestrian access easement over a portion of the City's Landscape and Equestrian Trail Easement Area from La Paz Road in substantially the same location as the current access easement location for the benefit of adjacent Lot 25.

In addition to standard conditions for closing, the escrow established by the proposed Purchase and Sale Agreement includes as a condition, the entry and recordation of a final judgment in the Quiet Title Action in favor of the City. The City has filed a Quiet Title action designed to vacate and confirm the removal of the open space land use

restriction recorded against Parcel 1, as well as any actual or potential clouds on title, and to confirm the property's use for commercial purposes. (*City of Laguna Hills vs. Moreland Development Company, et al.*, Orange County Superior Court Case No. 30-2011 00517430.)

The total consideration to be paid by Moulton La Paz, LLC, to the City (purchase price + water quality easement + landscape and trail easement improvements) is **\$2,972,093**. During the biennial budget process last year, staff anticipated that the sale of Parcel 1 would occur in 2013-14. As a result, the City's adopted Capital Improvement Plan (CIP) allocates \$175,000 in 2013-14 for design work related to the renovation of the open space area (Parcel 2) with an additional \$1,575,000 allocated for construction/improvements in 2014-15. The source of funding for this project was the proceeds from the sale of Parcel 1. Staff has revised cost estimates for the renovation of Parcel 2 and the landscaping of the landscape and trail easement in the amount of \$1.5 million. It is staff's intention to begin design work following the opening of escrow and complete the renovation and landscaping project for the remainder of the Parcel 2 open space corridor next fiscal year in coordination with the applicant's project. To effectuate this plan, staff will bring a budget amendment to the City Council at a future meeting. This leaves net proceeds from the sale of Parcel 1 of approximately \$1,472,000. It is the City's policy and practice to use one-time revenue sources to fund capital projects or reserves. Staff recommends that the City Council defer any deliberations or decisions regarding these one-time net proceeds to the 2013-15 biennial budget process next spring when allocation decisions can be made in the context of the entire budget. Attachment 11 provides an illustration of how renovations on Parcel 2 might proceed.

General Plan Consistency

Because of the proposed sale of Parcel 1, the City must determine that the proposed sale of the property is consistent with the General Plan pursuant to Section 65402 of the Government Code. Attachment 3 of the report identifies how the proposed sale is consistent with the General Plan and relies heavily on the General Plan's description of the open space as an opportunity area providing for the expansion of an existing commercial area, open space enhancement, and trail enhancement. Therefore staff has recommended that the proposed sale of the property be found by the Planning Agency to be consistent with the Laguna Hills General Plan.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The City of Laguna Hills, as lead agency, prepared a Program Environmental Impact Report entitled City of Laguna Hills General Plan Program Environmental Impact Report, June 2009, State Clearinghouse #20080811100 ("PEIR"). The City Council for the City of Laguna Hills certified the PEIR on July 14, 2009. The City filed a Notice of Determination on July 15, 2009. The Moulton La Paz Project was expressly anticipated and studied in the PEIR. The City has prepared an initial study checklist and has

determined that the Moulton La Paz Project is within the scope of the PEIR. Based on the initial study completed, the Moulton La Paz Project will not result in any new significant adverse effects that were not examined in the Program EIR, or require any new mitigation measures pursuant to CEQA Guidelines Section 15162. The applicable mitigation measures identified in the PEIR are incorporated into the design of the Project and will be imposed as conditions of approval, as appropriate. The City has determined, therefore, that no additional documentation is required. (Public Resources Code §§ 21083.3, 21166; Cal. Code Regs., Tit. 14, §§ 15168, 15162, 15183.) Attachment 5 is the project's Initial Study environmental checklist which explains project impacts and identifies how the project is consistent with the PEIR.

CONCLUSION:

Several neighbors have expressed concerns directly relating to their views. Staff has made every effort to understand these concerns and has worked with the Applicant to address these concerns. Staff believes the careful design of the center will provide an attractive, high-quality look, while balancing the desires of the neighboring property owners to protect the views that they have historically enjoyed. Further, while these views have been a benefit to the affected properties, the zoning designation of the existing shopping center parcel has been CC since the City adopted its first zoning map, and the development standards have not changed since that time. For example development standards of the CC zone allow building heights of up to 40 feet. When the Aliso Hills Planned Community Development Plan was approved by the County of Orange in 1976, the area that is currently commercially developed was designated as Planning Area 10 (Neighborhood Commercial). While staff and the applicant have tried to be sensitive to views in the project's design process, there is no City ordinance which protects the right to a view. As indicated previously, for the property at 24632 Monte Royale Street, staff believes landscape screening proposed will reduce or eliminate the view of the structure from the property.

Staff believes the photo simulations and site sections prepared illustrate that visual impacts to neighboring properties on the south half of Los Alamitos Avenue and Monte Royale as a result of façade improvements to the Shops B building will be minimal. Pages 15-19 of the project plans depict the views described above. While portions of the proposed roof elements will rise above the pad levels of the properties referenced above, the elements do not intrude into the view of the San Joaquin Hills the homes on Los Alamitos presently enjoy. At worst, the existing views of the shopping center, parking area and buildings will be most visible from the property at 26485 Los Alamitos (Page 15 of the development plans) which already has the most direct view of the center. For the residence at 26495 Los Alamitos, the cupola shown at the center of the Shops B building will come into view but the view of the San Joaquin Hills is unobstructed. The same is true for the property at 26501 Los Alamitos (Page 17 of the development plans).

For properties along Sundance Avenue and the north half of Los Alamitos Avenue which are adjacent to the Major/ Shops A building which expressed concerns about the condition of their views being worsened, staff has added **Condition 28** to require additional landscaping be provided on the slopes behind the existing buildings to provide a landscape screen of the existing roof tops and equipment. The goal of the screening is to diminish the view of existing commercial building rooftops and equipment while not blocking views the homes have over the center to the south and west. The landscaping provided will also serve as a visual buffer to new roof features. Included in the condition is a requirement for landscape maintenance which is not presently in place over the property. Attachment 10 provides an illustration depicting how Condition 28 would improve the existing views to the shopping center without impinging on the more substantial views properties on Sundance enjoy to the south.

In addition to the numerous neighbor contacts, staff also reached out to the homeowners associations of Falcon Hill and Moulton La Paz to ensure they were aware of the project. No concerns were expressed over impacts to the associations.

Staff has evaluated the project based on its conformance with the General Plan, its compliance with the Laguna Hills Municipal Code, and has also evaluated the project pursuant to CEQA requirements. Based on this review staff recommends that:

- The Planning Agency approve SDP/CUP/PUP No. 12-11-2131 subject to conditions of approval and find that the proposed sale of Parcel 1 for the purpose of private commercial development is in conformance with the General Plan. The proposed development project is in conformity with what is anticipated for the Moulton La Paz Opportunity Area, as set forth in the 2009 General Plan. The proposed remodel and expansion of the Moulton La Paz Shopping Center will provide services to the surrounding community as well as economic benefit for the City, taking advantage of the highest and best use of the property. The high-quality design of the center communicates the City's character as a highly desirable place to live.
- The City Council consider and approve of the proposed real property purchase and sale agreement entitled, "Agreement for Purchase and Sale By and Between Moulton La Paz, LLC, and the City of Laguna Hills," concerning the proposed sale of parcel 1 (3.365 acres) of Final Parcel Map No. 2009-134, to allow for the remodel and expansion of the Moulton La Paz Shopping Center.

Without the proposed renovations, the applicant has advised that the new development proposed for the center cannot and will not occur. The redevelopment of the center is a priority for the community as indicated in the City's General Plan. The project advances the community's desire for a high standard of living by proposing attractive development that reflects the community's values. The project strengthens the City's economic base by adding new development to the tax base as well as creating new sales tax. In turn these revenues are invested back into the community to fund police and fire services,

recreation programs, and fund street improvements. Without the renovations, the visual and physical quality of the center will continue to decline.

Although there are items of controversy with neighboring property owners, conditions of approval seek to address the items of controversy and avoid impacting residents such as Condition 28 which requires landscaping to be used to screen existing roof top structures and equipment. The project has also been designed in a manner which ensures that no significant environmental impacts are created to ensure consistency with the General Plan and its environmental impact report.

RECOMMENDATION: THAT THE PLANNING AGENCY AND THE CITY COUNCIL CONDUCT A JOINT PUBLIC HEARING AND TAKE THE FOLLOWING ACTIONS:

(1) THAT THE PLANNING AGENCY ADOPT A RESOLUTION ENTITLED, "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/PARKING USE PERMIT NO. 12-11-2131, A REQUEST BY MOULTON LA PAZ, LLC, TO REMODEL AND EXPAND THE MOULTON LA PAZ SHOPPING CENTER LOCATED AT 26534-26562 MOULTON PARKWAY, INCLUDING THE ADDITION OF APPROXIMATELY 30,000 SQUARE FEET OF NEW COMMERCIAL SPACE, UPDATED FACADES, AND NEW PARKING LOT LAYOUT AND LANDSCAPING; AND CONSIDERATION OF A DETERMINATION THAT THE DISPOSAL OF CERTAIN CITY-OWNED REAL PROPERTY INCLUDED IN THE DEVELOPMENT PROPOSAL IS IN CONFORMANCE WITH THE GENERAL PLAN;" AND

(2) THAT THE CITY COUNCIL CONSIDER AND APPROVE THE PROPOSED REAL PROPERTY PURCHASE AND SALE AGREEMENT ENTITLED, "AGREEMENT FOR PURCHASE AND SALE BY AND BETWEEN MOULTON LA PAZ, LLC, AND THE CITY OF LAGUNA HILLS," CONCERNING THE PROPOSED SALE OF PARCEL 1 (3.365 ACRES) OF FINAL PARCEL MAP NO. 2009-134 TO ALLOW FOR THE REMODEL AND EXPANSION OF THE MOULTON LA PAZ SHOPPING CENTER, AND AUTHORIZE THE MAYOR TO EXECUTE SAME.

ATTACHMENTS:

1. Resolution of Approval
2. Proposed Purchase and Sale Agreement and Associated Attachments
3. General Plan Conformance Attachment
4. Letter of Justification
5. Initial Study
6. General Plan Process Notification Information
7. Neighborhood Photos

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8. April 3 Neighborhood Meeting Comments
9. Perimeter Landscape Screening Concept
10. Sundance Ave Photo View Study
11. Concept Open Space Plan
12. Grading Plan
13. Development Plans

RESOLUTION NO. PA2012-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT/CONDITIONAL USE PERMIT/ PARKING USE PERMIT NO. 12-11-2131, A REQUEST BY MOULTON LA PAZ, LLC, TO REMODEL AND EXPAND THE MOULTON LA PAZ SHOPPING CENTER LOCATED AT 26534-26562 MOULTON PARKWAY, INCLUDING THE ADDITION OF APPROXIMATELY 30,000 SQUARE FEET OF NEW COMMERCIAL SPACE, UPDATED FACADES, AND NEW PARKING LOT LAYOUT AND LANDSCAPING; AND CONSIDERATION OF A DETERMINATION THAT THE PROPOSED DISPOSAL OF CERTAIN CITY-OWNED REAL PROPERTY INCLUDED IN THE DEVELOPMENT PROPOSAL IS IN CONFORMANCE WITH THE GENERAL PLAN.

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

WHEREAS, commencing in 2007 the City of Laguna Hills conducted a comprehensive update to its General Plan which resulted in an amendment to the City's Land Use Element whereby a +/- 2.2-acre portion of an approximate 11.268 acre City-owned open space parcel was identified for commercial development; formally known as the "Moulton and La Paz Opportunity Area," the adoption of the City's General Plan Update in 2009 resulted in new "Community Commercial" General Plan and zoning designations over a +/-2.2-acre portion of the City-owned 11.268 acre open space parcel; and

WHEREAS, on December 8, 2009, the City approved Final Parcel Map No. 2009-134, which subdivided the City's 11.268 acre unimproved open space lot into two parcels, Parcel 1 (+/- 3.365 acres) and Parcel 2 (+/- 7.903 acres); and

WHEREAS, the City Council of the City of Laguna Hills is considering approval of a proposed Purchase and Sale Agreement between Moulton La Paz, LLC, the owner of the Moulton La Paz Shopping Center, and the City, whereby Parcel 1 of Final Parcel Map No. 2009-134, which includes the +/- 2.2-acre Moulton and La Paz Opportunity Area, will be sold to effectuate the development of the Moulton and La Paz Opportunity Area, and pursuant to California Government Code Section 65402, the Planning Agency must find that the proposed sale of the property, including the location and purpose and extent of the disposition, is in conformance with the General Plan; and

WHEREAS, the owner of the Moulton La Paz Shopping Center, Moulton La Paz, LLC, located at 26534-26562 Moulton Parkway, (the "Applicant") filed zoning applications designated as Site Development Permit/ Conditional Use Permit/ Parking Use Permit (SDPM/CUP/PUP) No. 12-11-2131, with the consent of the City to the extent such applications involve City-owned open space Parcel 1 of Final Parcel Map

No. 2009-134, requesting land use entitlement approvals for the proposed remodel and expansion of the Moulton La Paz Shopping Center (the "Project"); and

WHEREAS, the City of Laguna Hills, as lead agency, prepared a Program Environmental Impact Report entitled, "City of Laguna Hills General Plan Program Environmental Impact Report," dated June 2009, State Clearinghouse #20080811100 (the "PEIR") the City Council of the City of Laguna Hills certified the PEIR on July 14, 2009; and the City filed a Notice of Determination on July 15, 2009; and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject applications at a public hearing, which was noticed for April 10, 2012, and continued to April 24, 2012.

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

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

SECTION 2. The proposed sale of property that is currently City-owned, known as Parcel 1 (+/- 3.365 acres) of Final Parcel Map No. 2009-134, to be developed as part of the development project proposed as part of zoning applications in SDPM/CUP/PUP No. 12-11-2131, is hereby found to be in conformity with the City of Laguna Hills General Plan in that the zoning applications will allow a +/-30,000 square foot expansion of the Moulton La Paz Shopping Center and the redevelopment of the site in a manner which results in the placement of additional freestanding commercial buildings closer to Moulton Parkway and La Paz Road and enhancement of the pedestrian environment along La Paz Road. Local and regional trails, existing road right-of-way, and existing storm drain facilities located at the corner of Moulton Parkway and La Paz Road will be retained. These are all land use goals and objectives of the Moulton and La Paz Opportunity Area as described on Pages LU-24 and LU-25 of the City's General Plan Land Use Element. Therefore, the proposed sale of the property will result in a development and use of the property which is consistent with the City of Laguna Hills General Plan.

SECTION 3. The Project was expressly anticipated and studied in the PEIR. The City has prepared an initial study checklist and has determined that the Project is within the scope of the PEIR. Based on the initial study completed, the Project will not result in any new significant adverse impacts that were not examined in the PEIR, or require any new mitigation measures pursuant to CEQA Guidelines Section 15162. The applicable mitigation measures identified in the PEIR are incorporated into the design of the Project and will be imposed as conditions of approval, as appropriate. The City determines, therefore, that no additional documentation is required. (Public Resources Code §§ 21083.3, 21166; Cal. Code Regs., Tit. 14, §§ 15168, 15162, 15183.).

SECTION 4. The required findings by the City for approval of SDPM/CUP/PUP No. 12-11-2131 have been met and made as follows:

Site Development Permit

1. The site design complies with standards of the development code in that:

The Project meets all development standards for properties within the Community Commercial zone. The height limit for the zone is 40 feet. Some roof elements proposed in this Project are up to 44 feet high. However, the development code provides for small, 10 percent increases in height limits that can be administratively approved by the Community Development Director. Staff supports the four foot height increase proposed in this project due to the building articulation that is achieved by these architectural features. The applicant has demonstrated that all other development standards including parking and landscaping have been met.

2. The site is suitable for the proposed development in that:

The site is comprised of an existing shopping center and a commercially zoned, unimproved vacant lot. The portion of the site currently developed has, since the subdivision of this area as a part of the Aliso Hills Planned Community, been rezoned for commercial use, and since the City's incorporation had the same development standards, including height limits. The vacant lot is directly adjacent to the existing commercial center and is located at the intersection of Moulton Parkway and La Paz Road, which could be considered a "gateway" to the City. Developing the vacant lot as a part of the existing shopping center takes advantage of the best and highest use for the property, which has been left underutilized. The proposed Project meets all development standards for the zone and will provide additional uses, such as a market, and an enhanced aesthetic appeal, while maintaining attractive perimeter landscaping and retaining and improving the existing trail.

From an environmental standpoint, the development is also suitable for the site in that the Project does not create any new or significant environmental impacts that were not already considered in the PEIR. There are no significant impacts as a result of the Project on the neighborhoods surrounding the Project, and there are no significant impacts the development may have on the project site itself resulting in unsuitable development conditions. Additional analysis conducted in a Project initial study determined that impact categories addressing air quality, noise, traffic and circulation, light and glare, soils and geology, and hydrology would not result in any significant impacts on the site or surrounding neighborhoods. As identified by the project initial study, the Project will not exceed air quality thresholds of significance for construction and are below thresholds established by the South Coast Air Quality Management District. An analysis of noise impacts indicate that permanent increases in noise in the area are expected to be less than 3 dBA, which is the threshold of significance for noise. A traffic study prepared for the Project did not identify any significant increases in traffic - a study of key intersections around the project site concluded that additional traffic from the Project would not decrease the Level of Service (LOS) at those studied intersections below an LOS of A.

Concerning light and glare, conditions of approval and the City's development code require light and glare not to exceed certain thresholds which the development has been conditioned to comply. The Project is also going to remediate any unsafe soil or geologic conditions. A preliminary geotechnical investigation dated November 14, 2011, makes recommendations to ensure that development of the site is feasible from a geotechnical standpoint. From a hydrological standpoint, improvements proposed to be integrated into the site will ensure that the development complies with applicable water quality requirements of county, state and federal agencies.

3. The Project is consistent with the City's General Plan and applicable design guidelines in that:

The General Plan identified the subject site as an "opportunity area," in which additional commercial development was expected to occur in conjunction with enhancements to the visual appeal and pedestrian environment of the site. The Project implements the General Plan's vision for the Opportunity Area by resulting in the expansion of commercial activity into the existing open space property and preserving and enhancing passive open space opportunities for pedestrian, biking and equestrian users. In addition for the proposed new development and remodeling of existing commercial space, particular attention was paid to the design of the building frontages facing the streets in order to make the corner more attractive to motorists as well as those utilizing the sidewalks and trails in the area such as pedestrians, bicyclists, and equestrians. The existing shopping center is being remodeled, including updates to buildings, landscaping, and parking, to provide a cohesive design between the old and new portions of the center.

4. The site design and structural components are appropriate for the site and function of the proposed uses in that:

Much of the Project makes use of existing buildings, changing only the façades to enhance the appearance of the center. The new buildings have been sited in ways that meet all development standards, while making the best use of available space and maintaining a cohesive flow between the old and new portions of the center. The additional uses proposed, including a market, a bank, and other general commercial businesses are appropriate uses for this type of neighborhood shopping center.

Conditional Use Permit/Parking Use Permit

1. The proposed use is consistent with the General Plan in that:

The General Plan encourages shared parking to make the most efficient use of available land and reducing the amount of land devoted to parking by integrating multiple use and creative parking solutions that still provide adequate parking for all uses. The reduced parking makes efficient use of the available space by sharing parking for all uses on the project site, while still providing adequate parking. The Applicant has demonstrated that adequate parking will be provided for all proposed uses on the project

site through completion of a parking study conducted by a licensed professional.

2. The nature, condition and development of adjacent uses, buildings and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures in that:

The Applicant has demonstrated that there is adequate parking on the project site for the proposed uses. Additionally, the site's surroundings and topography do not lend themselves to the ability of patrons of the commercial center using adjacent properties for parking. Therefore the parking use permit will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity in that:

The Applicant has demonstrated that the proposed site can accommodate enough parking to adequately serve the existing and proposed uses on the subject site. Furthermore, the parking will not only be sufficient in size, but will be improved in quality due to attractive design and landscaping.

4. All required development standards prescribed by the Laguna Hills Development Code can be achieved in that:

The site presently maintains 444 parking spaces. The Development Code sets forth theoretical parking ratios for individual uses. While the site is deficient in parking if each use is taken as a stand-alone business that requires its own parking. However, the Code allows for shared use of parking facilities, similar to what is encountered in a shopping center with multiple uses such as the Moulton La Paz Project. The Code allows for reduced parking for such situations, when the applicant can demonstrate that the provided parking is adequate for the proposed uses, as was demonstrated in the parking study conducted for this Project. While City parking code ratios require 642 spaces, existing demand and future development are expected to result in an actual peak demand of 384 spaces leaving a surplus of 60 spaces.

5. The conditions and limitations placed upon the use are necessary to insure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare in that:

The conditions imposed on the parking use permit are intended to maintain continued functionality of the parking use plan thereby insuring compatibility with adjacent uses and the preservation of public safety and welfare.

6. The proposed joint parking permit is consistent with the intent and purpose of the development code in that:

By establishing theoretical parking ratios for different types of uses, the development code intends to anticipate the amount of parking that will be needed to adequately serve proposed uses, thereby ensuring parking availability and relative ease of parking for patrons, which is consistent

with goals of the General Plan. Despite a decrease in parking from the theoretical number of parking spaces that would be required per the parking ratios listed in the development code, the Applicant has demonstrated through completion of a parking study that adequate parking exists for all proposed uses on the site, thereby meeting the intent of the development code in establishing parking standards. While City parking code ratios require 642 spaces, existing demand and future development are expected to result in an actual peak demand of 384 spaces leaving a surplus of 60 spaces.

7. The joint parking use permit provides a reasonable and enforceable means for all uses to share parking facilities in that:

The parking areas (existing and proposed) on the project site are open and available for patrons of all buildings and uses on the site, as is typical for similar shopping centers. There are no physical barriers keeping any user from using any portion of the parking fields provided on site. With the conditions of approval, the Applicant will be required to record a covenant agreement establishing and maintaining in perpetuity approved reciprocal access and joint use parking program, unless the two subject lots are merged into one lot through a lot merger prior to building permit final.

8. The requirement for parking established by the joint parking use permit shall assure that parking demands for the participating uses are continually met:

The parking study conducted for this Project demonstrates that with the current proposed mix of uses, there is adequate parking for all uses, even at expected peak periods. With the conditions of approval, any new type of tenant (such as was not identified in the parking study) must submit an updated joint use parking plan to the Community Development Director to ensure consistency with the established joint use parking permit, thereby assuring that parking demands continue to be met for all uses on the subject site.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve SDPM/CUP/PUP No. 12-11-2131, subject to the following conditions of approval:

General

1. This approval constitutes approval of the proposed Project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the Project regarding any other applicable ordinance, regulation, or requirement.
2. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of said Site Development Permit and associated entitlements granted herein by the Laguna Hills Planning Agency.

3. As a condition of issuance of the permit approvals granted herein, the Applicant, hereby agrees, at its sole cost and expense and to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City, its officers, employees, agents, and consultants, from any claim, action, or proceeding brought by a third party against the City, its officers, employees, agents, and consultants, which seeks to attack, challenge, set aside, void, or annul an approval of the City Council, Planning Agency, or other decision-making body, or staff action concerning this Project. The City agrees to promptly notify the Applicant of any such claim filed against the City and to fully cooperate in the defense of any such action. The City may, but is not obligated to, at its sole cost and expense, elect to participate in the defense of any such action under this condition.
4. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval.
5. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of SDPM/CUP/PUP No. 12-11-2131 within 60 days of the Planning Agency's approval.
6. The Site Development Permit and associated entitlements shall expire and be of no further force or effect if the permit approvals are not implemented within two years from April 24, 2012.
7. Within 30 days from the date of approval, the Applicant shall reimburse the City for fees associated with filing the Notice of Determination, including posting fees and Department of Fish and Game fees, if applicable.
8. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the Applicant may protest any fees, dedications, reservation or other exaction imposed in connection with this Project through these conditions of approval begins on the date that the Planning Agency adopts its resolution approving this Project and related permits.
9. Applicant acknowledges that the City, not the Applicant, is the current fee owner of Parcel 1 (+/- 3.365 acres) of Final Parcel Map No. 2009-134 for which Applicant is now seeking certain development and land use entitlements from the City. Applicant understands and agrees that before any permit approvals and associated entitlements granted to Applicant herein for the Project shall have any force and effect, Applicant must acquire title to Parcel 1 from the City by a written Agreement of Purchase and Sale ("Agreement") approved by the City Council. As part of any sale Agreement to acquire Parcel 1, Applicant acknowledges that certain condition precedents must be satisfied before the City may sell Parcel 1 to Applicant, including but not limited to, a consistency finding pursuant to Government Code Section 65402 and the entry of a final judgment in that Orange County Superior Court case styled

as City of Laguna Hills v. Moreland Development Company, et al., Case No. 30-2011 00517430, in favor of the City removing from Parcel 1 any open space or other land use restrictions, as well as any actual or potential clouds on title, as requested by the action (the "Quiet Tile Action"). The permit approvals and associated entitlements granted herein are hereby made expressly contingent upon the City Council's approval of said Agreement for sale and compliance by the Applicant with all terms and conditions set forth therein. As a condition for issuance of the permit approvals and associated entitlements, Applicant hereby understands and agrees that if for any reason whatsoever the Agreement for sale is never entered into by and between the City and the Applicant, the close of escrow on Parcel 1 does not occur pursuant to the terms of the Agreement, or the Agreement entered into is terminated for whatever cause or reason, then any and all land use entitlements, approvals, permits, signage, or other rights acquired or relating to Applicant's Project or Parcel 1, including this permit ("Project Entitlements"), shall be revoked, void, and forever canceled. As a further condition for issuance of the permit approvals, if the Project Entitlements are revoked, voided, and canceled as provided herein, Applicant hereby agrees to waive any and all rights, claims, or damages relating to the Project Entitlements and such other permits or land use entitlements acquired in connection with the Project and Parcel 1, and the Applicant hereby agrees to irrevocably hold harmless and release the City, its elected and appointed officers and officials, agents, and employees, from any and all claims, losses, liabilities, damages, costs and expenses of any kind whatsoever that Applicant may have or thereafter incur arising from or related to the Project Entitlements or Parcel 1.

10. Per General Plan Program EIR mitigation measure **AQ-1**, the Applicant shall apply the following measures, as applicable, during construction of the Project to reduce the amount of fugitive dust in accordance with SCAQMD Rule 403:
 - Dust suppression at construction sites using vegetation, surfactants, and other chemical stabilizers;
 - Wheel washers for construction equipment;
 - Watering down of all construction areas;
 - Limit speeds at construction sites to 15 miles per hour; and,
 - Covering of aggregate or similar material during transportation of material.
11. Per General Plan Program EIR mitigation measure **AQ-2**, the Applicant shall implement the following measures, as applicable, during construction of the Project to reduce exhaust emissions from construction equipment:

- Commercial electric power shall be provided to the project site in adequate capacity to avoid or minimize the use of portable gas-powered electric generators and equipment;
- Where feasible, equipment requiring the use of fossil fuels (e.g., diesel) shall be replaced or substituted with electrically driven equivalents (provided that they are not run via a portable generator set);
- To the extent feasible, alternative fuels and emission controls shall be used to further reduce exhaust emissions;
- On-site equipment shall not be left idling when not in use;
- The hours of operations of heavy-duty equipment and/or the amount of equipment in use at any one time shall be limited;
- Staging areas for heavy-duty construction equipment shall be located as far as possible from sensitive receptors; and,
- Before construction contracts are issued, the Applicant shall perform a review of new technology, in consultation with the SCAQMD, as it relates to heavy-duty equipment, to determine what (if any) advances in emissions reductions are available for use and are economically feasible. Construction contract and bid specifications shall require contractors to utilize the best available and economically feasible technology on an established percentage of the equipment fleet. It is anticipated that in the near future, both NO_x and PM₁₀ control equipment will be available.

Building

12. The Applicant shall obtain applicable building permits, as required by Section 105 of the 2010 California Building Code, prior to commencement of any work for which a permit is required.
13. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, as required by Section 107 of the 2010 California Building Code.
14. The Applicant shall secure any required approvals from the Orange County Fire Authority and City Planning and Engineering Departments prior to issuance of any required building permit.
15. The Applicant shall ensure compliance with the California Disabled Accessibility requirements, as required by Chapter 11 of the California Building Code.
16. The Applicant shall comply with all California Energy requirements, as required by the California Energy Commission.

17. All construction shall comply with applicable building codes including the 2010 California Building, Plumbing, Mechanical, Electrical, and Green Building Codes in regards to applicable occupancy types.
18. The Applicant shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by the City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of the California Integrated Waste Management Board (CIWMB).
19. The Applicant shall comply with all applicable general construction Water Quality Ordinances, as required by the City of Laguna Hills, and Ordinance No. 2003-12.

OCFA

20. Prior to issuance of Building Permits, the Applicant shall submit to Orange County Fire Authority for review and approval all plans as directed by OCFA. Plans required may include Fire Master Plan (Service Code PR 145), Fire Sprinkler System Plans (Service Codes PR430-PR455), Underground Piping for Private Hydrants and Fire Sprinkler Systems (Service Codes PR470-PR475), and Refrigeration and Vapor Detections/Alarm System (Service Codes PR340 and PR500-520). All facets of the project shall comply with regulations of the Orange County Fire Authority. The Applicant may contact OCFA at (714) 573-6133 for additional information.

Planning

21. Outdoor security and other lighting, including illuminated signs, shall be designed and maintained so as not to illuminate beyond the project boundary. All exterior lights shall be focused inward and away from surrounding uses and adjacent residential properties.
22. Prior to issuance of any building permit or sign permits for any permanent new site signage, the Applicant shall apply for, and receive approval of a master sign program pursuant to Section 9-42.160 of the Laguna Hills development code, to be reviewed and approved by the Planning Agency.
23. Per General Plan Program EIR mitigation measure **GCC-7**, prior to building permit final, the Applicant shall install bike racks and hitching posts at near the entrance to the project from the City's landscape and equestrian trail easement area (near the south elevation of new "Shops D"). Prior to installation, a plan for such amenities shall be submitted to the Community Development Director for his or her review and approval.
24. Per General Plan Program EIR mitigation measure **N-3**, all noise generated by the Project, including construction noise, delivery noise, and other operational noise shall at all times meet noise requirements pursuant to LHMC section 5-24 (Noise Control).
25. Prior to any building permit final, the Applicant shall install trail crossing safety features at the La Paz Road project driveway,

- including pavement material change and safety signage, to the satisfaction of the Community Development Director.
26. Prior to any building permit final, if the Applicant has not completed a lot merger to combine the two lots comprising the remodeled and expanded shopping center site (i.e., Parcel 1 of Final Parcel Map No. 2009-134 and adjacent Lot 25 of Tract 11237), the Applicant shall record a covenant agreement, approved as to form by the City Attorney, establishing and maintaining in perpetuity reciprocal access and joint use of parking facilities, as required by Laguna Hills Municipal Code Section 9-44.070.
 27. Prior to the issuance of a building permit for the new market building, the Applicant shall submit construction plans for the façade renovations of the existing retail buildings. Building permits for the façade renovations for the retail buildings shall be issued prior to the issuance of building permits for the new market building. Façade renovations shall have passed framing inspection prior to the issuance of occupancy of the market. No permits for Shops C or D, or Pad B shall be issued unless and until the façade renovations to the existing retail buildings are complete as evidenced by approval of a final building inspection.
 28. The Applicant shall submit as a part of plans submitted to the City for building permit issuance all landscape documentation as required by the City of Laguna Hills Water Efficient Landscape Ordinance (LHMC §9-47). Applicable landscape features pursuant to this ordinance may include the installation of “Smart” landscape irrigation controllers, low precipitation-rate sprinkler heads, and water efficient landscaping. The plan shall include a landscape rehabilitation plan for review and approval by the Community Development Department, for the existing slopes located behind existing retail buildings. The plan shall, to the maximum extent practicable, include tree and shrub planting which screens roof top equipment, and building wall facades, mansards, or parapet walls. Landscaping installed to satisfy this condition shall be perpetually maintained in accordance with Section 9-46.080 of the Laguna Hills Development Code. Landscaping shall be installed prior to the issuance of final occupancy for the market.
 29. If at any time in the future the Community Development Director determines, in his or her sole discretion, that a parking and circulation study is necessary to address parking and/or circulation issues relative to any change in any use or any portion of any use (i.e., change in tenant mix) in the Moulton La Paz Shopping Center, the Applicant shall, at its sole cost and expense, be responsible for the cost of preparing a parking and circulation study prepared by a licensed consultant selected by the City. The Applicant shall, at its sole cost and expense, be responsible for implementation costs of any reasonable mitigation measures deemed appropriate by the

Community Development Director related to such impacts based on the findings of such study

Public Services

30. Prior to grading permit issuance, the Applicant shall have prepared and submit a final grading plan and erosion control plan on 24"x 36" sheets to the City Engineer. All plans shall be prepared by a registered Civil Engineer. The grading plan shall show street, sewer, water, storm drain facility, and all proposed grading. The plans shall show the topography of the grading plan for the site along with the adjacent areas sufficient to determine drainage impacts to the surrounding area. All grading shall be designed and constructed in accordance with the City's Grading and Excavation Code. The final grading plan shall be approved by the City Engineer prior to the issuance of a grading permit or a building permit. No drainage shall be allowed onto driveways or sidewalks and shall be conveyed to the street or storm drain system via pipe/culvert.
31. Prior to grading permit issuance, the Applicant shall have prepared and submit a hydrology study of the site and contributing watershed in accordance with the County of Orange Hydrology Manual. The study shall be prepared by a registered Civil Engineer.
32. The Applicant shall grade the City Landscape and Trail Easement area to the satisfaction of the City Engineer during the course of grading operations for the site. The trail grading shall meet the standards of the County of Orange for Regional Trails including a level trail width of not less than 16' in all locations. The trail shall connect to the Moulton Parkway underpass located at the northeast corner of Moulton Parkway at La Paz Road in a manner meeting the satisfaction of the City Engineer. The trail will cross the main access drive of the site that traverses from La Paz Road to Lot 25 of Tract 11237. Special treatment of this crossing in terms of grade, site distance and access shall be provided to the satisfaction of the City Engineer.
33. Prior to grading permit issuance, the Applicant shall prepare plans for the relocation of the existing 66" storm drain that traverses the site of Parcel 1 of Parcel Map 2009-134 to remove the storm drain from any proposed building pads and show the construction of a new 66" realigned storm drain in a location and manner as approved by the City Engineer. The design effort of the storm drain relocation and realignment shall include the submission of a hydraulic analysis study of all of the storm drain systems on said Parcel 1 to confirm the adequacy of size. The storm drain design and construction shall be consistent with the standards of the County of Orange including the use of Reinforced Concrete Pipe (RCP), placement of junction structures and access points and all meeting the approval of the City Engineer.

34. The Applicant shall construct the new 66" storm drain and related drainage facilities during the course of the grading operations of the site while constantly maintaining and protecting in place the existing fully operational drainage facilities on the site. No drainage facility shall be allowed to be obstructed at any time. The portions of the 66" storm drain to be disabled and to remain on site but not be used upon the completion of the new 66" storm drain shall either be removed or bulk headed upon satisfactory completion of the new 66" storm drain system to the satisfaction of the City Engineer.
35. No building structure shall be allowed to be constructed as a result of the Project over and on top of any City-owned and maintained storm drain pipe or system located on Parcel 1.
36. Prior to issuance of any grading or building permits, the Applicant shall submit for approval to the City Engineer a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on-site to control predictable pollutant run-off and to reduce water runoff peak discharges through hydromodification treatment as required by the applicable NPDES permit. This WQMP shall identify Low Impact Development (LID) BMPs and routine structural and non-structural measures specified in the current Orange County Drainage Area Management Plan (DAMP) and the San Diego Regional Water Quality Control Board requirements. This WQMP must also:
 - a. Address site design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas, conserving natural areas, and retaining existing site hydrology to the maximum extent practicable;
 - b. Include a design goal to maintain or replicate the pre-development hydrologic functions through site preservation, infiltration, retention, detention, evapotranspiration, and filtration treatment systems;
 - c. Incorporate applicable routine source control BMPs as defined in the DAMP and provide a detailed description of their implementation;
 - d. Incorporate applicable treatment control BMPs as defined in the DAMP to the approval of the City Engineer;
 - e. Implement Low Impact Development (LID) BMPs to reduce runoff to the maximum extent practicable; and
 - f. Include an Operation and Maintenance (O&M) plan that identifies the mechanism(s) by which long-term O&M of all post construction BMPs will be provided and funded. Annually, the Applicant shall report on all maintenance performed on the BMP's in a manner meeting the approval of the City Engineer.
37. Prior to issuance of grading permits, the Applicant shall submit a copy of the Notice of Intent (NOI) indicating that coverage has been

obtained under the National Pollutant Discharge Elimination System (NPDES) State General Permit for Storm Water Discharges Associated with Construction Activity from the State Water Resources Control Board. Evidence that the NOI has been obtained shall be submitted to the Public Services Department. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for City review on request. In addition, the Applicant shall include notes on the grading plans indicating that the project will be implemented in compliance with the Statewide Permit for General Construction Activities.

38. The Applicant shall comply with hydromodification criteria and provide calculations in the hydrology study in accordance with Section F.1.h(5) of Order No. R9-2009-0002 NPDES Permit.
39. Prior to permit issuance, the Applicant shall submit a truck access plan demonstrating that all on-site access routes are capable to accommodate truck access and truck turning radii.
40. Prior to the grading permit close out or the issuance of a certificate of use and occupancy, the Applicant shall demonstrate compliance with the WQMP in a manner that meets the satisfaction of the City Engineer, as follows:
 - a) Demonstrates that all structural BMPs described in the Project WQMP have been implemented, constructed, and installed in conformance with approved plans and specifications;
 - b) Demonstrates that the Applicant has complied with and/or is prepared to implement all non-structural BMPs described in the Project WQMP;
 - c) Demonstrates that an adequate number of copies of the Project's approved Project WQMP are available for the future occupants;
 - d) Demonstrates that the Applicant has agreed to and recorded CC&R's, an agreement, or another legal instrument, approved by the City Attorney that shall require the property owner, successors, tenants (if applicable), and assigns to operate and maintain in perpetuity the post-construction BMPs described in the Project WQMP; and,
 - e) The Community Development Department and Public Services Department shall determine whether any proposed change in use requires an amendment to an approved Project WQMP and/or recorded document or agreement.
41. Existing and new trash/recycling enclosures shall be constructed per the City of Laguna Hills standards including a roof structure and drain connection to the sewer meeting the standards of the Moulton Niguel Water District.

42. Any loading dock drainage system shall be connected to the sewer and shall meet the standards of the Moulton Niguel Water District.
43. Prior to issuance of grading permits, the Applicant shall submit a geotechnical report prepared by a registered Engineering Geologist/Civil Engineer for approval by the City Engineer. The report shall include evaluation of onsite soils and provide recommendations on pavement sections, building foundations, grading recommendations, retaining walls, oversteep slopes and a discussion of the functionality of the water quality features.
44. Prior to permit issuance, the Applicant shall pay all applicable City development fees to the satisfaction of the City Engineer and Community Development Director, including but not limited to transportation mitigation fees.
45. Project improvement plans and related documents shall be reviewed and approved by the City Engineer; said plans shall be prepared by a State of California Registered Civil Engineer and shall conform to City standards. All plans shall be provided on 24" x 36" mylar. Upon project completion, drawings of record shall be provided on mylar and electronically in a format acceptable to City.
46. No work shall be performed within the public right-of-way, by the Applicant unless and until a public property encroachment permit is issued by the City Engineer.
47. The Applicant shall provide an Americans with Disabilities Act (ADA) site review of existing pathways, sidewalks and access ramps for both on-site access and adjacent to the site access along the accessible pathways. The accessible pathway shall not include a path within any drive aisle, except as necessary to cross a drive aisle at 90° to the drive aisle. The report shall be prepared by a professional whose expertise lies in the field and shall include an implementation plan to correct all deficiencies noted.
48. Construction truck and equipment traffic shall not access or depart the site during morning or evening peak periods, which are 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., Monday through Friday. The Applicant shall provide a construction vehicle routing plan for approval by the City Engineer prior to any demolition, grading or construction work.
49. All parking lots and drives shall be constructed of asphalt concrete over crushed aggregate base over subgrade, or equal, and compacted to a relative compaction of 95% or equivalent. The structural pavement thickness shall be no less than 4" AC over 6" AB, or more, and as required by the project soils engineer and approved by the City Engineer.
50. The Applicant shall protect in place the existing access driveway on the north side of La Paz Road, the centerline of which is located approximately 464' easterly of the easterly curb of Moulton Parkway,

and protect in place all improvements in the public right of way. It shall be the Applicant's responsibility to protect-in-place any and all existing public improvements and utilities at all times during construction. Public improvements and utilities that are damaged or destroyed as a result of the Project shall be the sole responsibility of the Applicant to repair and/or replace to the satisfaction of the City Engineer prior to the issuance of any Certificate of Occupancy.

PASSED, APPROVED, AND ADOPTED this 24th day of April, 2012.

MELODY CARRUTH, CHAIR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. PA2012- adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 24th day of April, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PEGGY J. JOHNS, CITY CLERK

COPY

AGREEMENT OF PURCHASE AND SALE
BY AND BETWEEN
MOULTON LA PAZ, LLC
AND
CITY OF LAGUNA HILLS

Date: April 24, 2012

Property: Vacant Land: Northeast Corner of Moulton Parkway & La Paz
Road, Laguna Hills, CA

AGREEMENT OF PURCHASE AND SALE

This **AGREEMENT OF PURCHASE AND SALE** (the "**Agreement**") is entered into by and between the CITY OF LAGUNA HILLS, a California municipal corporation (the "**Seller**" or "**City**"), and MOULTON LA PAZ, LLC, a Delaware limited liability company (the "**Buyer**").

R E C I T A L S :

WHEREAS, on December 8, 2009, the City approved Final Parcel Map 2009-134, which subdivided +/-11.268 acres designated as Lot "A" (Open Space) of Final Tract Map No. 11237 into two parcels, Parcel 1 (+/- 3.365 acres) and Parcel 2 (+/- 7.903 acres); and

WHEREAS, the City has found that Parcel 1 presently serves no beneficial purpose to the neighboring subdivision or to the public at large as the land has never been developed as scenic open space or for regional trail purposes as originally intended, but has been the subject of neglect and become a blighted eyesore consisting of bare dirt, exposed pipes and manhole covers, and discarded trash and debris; and

WHEREAS, through the comprehensive update of the City's General Plan, which was approved and adopted on July 14, 2009, the City established the Moulton and La Paz Opportunity Area changing the land use designation and then zoning of Parcel 1 from Open Space (OS) to Landscape Corridor (OS-3) and Community Commercial (CC); and

WHEREAS, consistent with the land use designations and the goals, policies, and objectives of the City's updated General Plan, on January 18, 2011, in accordance with section 7050 of the Government Code, and section 8335 of the Streets and Highway Code, the City recorded a "Resolution of Vacation," terminating and vacating the open space land use restriction against Parcel 1 based upon changed and blighted conditions so the land may be utilized for its highest and best use as a commercial retail center, while creating a unique funding opportunity by using sale proceeds from Parcel 1 for the environmental remediation, restoration, and enhancement of the remaining Parcel 2 open space; and

WHEREAS, on October 21, 2011, the City filed a complaint for quiet title and declaratory relief in Orange County Superior Court styled as CITY OF LAGUNA HILLS v. MORELAND DEVELOPMENT COMPANY, et al., Case No. 30-2011 00517430, seeking to remove any and all potential or actual clouds on title for Parcel 1 and to resolve any actual or potential adverse claims against the City's fee ownership of Parcel 1, including, but not limited to, a judicial declaration that the open space land use restriction for Parcel 1, imposed by virtue of Final Map No. 11237, has been rendered null and void, and of no further legal effect ("**Quiet Title Action**"); and

WHEREAS, Parcel 1 is situated adjacent to a lot improved with an existing shopping center, including 315 parking stalls, known as the Moulton La Paz Shopping Center owned by

Moulton La Paz, LLC, designated as Lot 25 of Tract No. 11237 with mailing addresses of 26534 through 26562 Moulton Parkway, Laguna Hills, CA 92653 (collectively, "**Lot 25**"); and

WHEREAS, Seller and Buyer enter into this Agreement to sell Parcel 1 to Buyer with the intent and purpose that Parcel 1 will be developed by Buyer as a commercial retail shopping center compatible with the current use of Lot 25, including, but not limited to: (1) acknowledging the need for a separately recorded new easement on Parcel 1 for road access to Lot 25 from La Paz Road across Parcel 1 if the existing access easement is extinguished by the Quiet Title Action; (2) preserving a landscape and equestrian trail easement in favor of the City over Parcel 1 that parallels La Paz Road; (3) preserving a road right of way easement on Parcel 1 parallel to portions of La Paz Road and Moulton Parkway for the existing road; (4) obligating Buyer to pay for, at its sole cost and expense, the removal, relocation, and/or installation, if necessary, of any utilities, including public storm drains, located on Parcel 1; (5) providing a water quality easement to Buyer on Parcel 2 and setting forth the Buyer's obligations with regard to the water quality improvements to be built and maintained on such easement; (6) providing Buyer limited rights to construct, repair, maintain and use certain biofilter improvements and an access road within portions of the City's reserved landscape and equestrian trail easement on Parcel 1; and, (7) preserving storm drain easements of record on Parcel 1 and providing Buyer limited rights to construct, repair, maintain and use an access road through a portion of the City reserved storm drain easement on Parcel 1.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and agreements hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I

Sale of Property; Other Rights

1.1 Description of Property. Seller owns certain vacant land referred to in the Recitals as "Parcel 1," consisting of approximately +/- 3.365 acres of a portion of Assessor's Parcel No. 625-221-03, located at the northeast corner of Moulton Parkway and La Paz Road in the City of Laguna Hills, County of Orange, State of California, more specifically described by the legal description set forth in **Exhibit A**, attached hereto and incorporated herein by reference, and as further depicted on the plat map attached hereto as **Exhibit B**, together with all rights, privileges and easements appurtenant to Seller's interest in the land, if any, and all of Seller's interest in any intangible property used or useful in connection with the foregoing, contract rights, warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy which benefit foregoing (the "**Property**").

1.2 Sale of Property. Seller hereby agrees to sell, assign and convey to Buyer and Buyer agrees to purchase from Seller, all of Seller's right, title and interest in and to the Property except such right, title and interest as specifically excluded or reserved herein by Seller as set forth in this Agreement and the Grant Deed attached hereto as **Exhibit C** and incorporated herein by reference.

1.3 Excluded and Reserved Property Interests. Subject to the provisions of Section 14 below, it is hereby acknowledged and agreed by Buyer that upon conveyance of the Property, the Property shall be burdened by the easements set forth in the Grant Deed (**Exhibit C**), or other separately recorded instrument, as follows:

1.3.1 City Equestrian Trail/Landscape Easement. A permanent non-exclusive municipal Equestrian Trail/Landscape Easement over a portion of Parcel 1 legally described and graphically depicted in **Exhibit D** attached hereto and incorporated herein by reference.

1.3.2 Storm Drain Easement No. 1 (Existing Storm Drain). Any and all storm drains ("Storm Drain Easement No. 1") as legally described and graphically depicted on Parcel Map No. 2009-134 recorded on July 14, 2010, Instrument No. 2010000333027, Book 369, pages 24-27, Records of Orange County, a copy of such maps attached as **Exhibit E** hereto and incorporated herein by reference. Storm Drain Easement No. 1 is currently improved with an operating storm drain.

1.3.3 Storm Drain Easement No. 2 (Future Realigned Storm Drain). A permanent non-exclusive "Storm Drain Easement No. 2" as legally described and graphically depicted in **Exhibit F** attached hereto and incorporated herein by reference. Storm Drain Easement No. 2, shall be for the non-exclusive use of Seller, and is currently unimproved with any structures or storm drain.

1.3.4 La Paz Access Road Easement. An Access Road for the benefit of Lot 25 running across the Property from La Paz Road to Lot 25 legally described and graphically depicted in **Exhibit G** attached hereto and incorporated herein by reference, shall be agreed to, confirmed, created and recorded via the final judgment in the pending Quiet Title Action.

1.3.5 Existing La Paz Road Right-of-Way. A permanent exclusive easement on Parcel 1 for the existing road right-of-way as the right turn lane from La Paz Road to Moulton Parkway as legally described and graphically depicted in **Exhibit M** attached hereto and incorporated herein by reference and as set forth and reserved in the Grant Deed (**Exhibit C**) attached hereto.

1.4 Water Quality Easement. Seller shall grant to Buyer by a separately recorded instrument a non-exclusive easement over the southwesterly portion of Parcel 2 in favor of Parcel 1 and Lot 25 to be used, if legally feasible, for compliance by Buyer with NPDES and other state, federal and local water quality and storm water runoff requirements due to the development of the Project (the "Water Quality Easement"). The scope of the Water Quality Easement shall be limited solely to installation, construction, reconstruction, repair, refurbishment, rehabilitation, inspection, operation, maintenance, and use of improvements exclusively for the temporary ponding and drainage, including all appurtenances thereto, of on-site storm water from Parcel 2 only and including ingress and egress for said purposes over, thorough, and above Parcel 2. The parties understand and agree that within the Water Quality Easement the land shall be graded by Buyer to a degree reasonably acceptable to City and certain improvements will be built by Buyer within the Water Quality Easement, such as a storm water

retaining basin of no greater than eighteen (18) inches in depth and a landscaped earthen berm, which will also serve as an aesthetic feature. Buyer shall be responsible for all costs and fees to install, construct, reconstruct, repair, refurbish, rehabilitate, inspect, maintain, and operate the improvements which the Buyer installs within the Water Quality Easement and the berm. Prior to construction of any improvements (the "Water Quality Improvements") within the Water Quality Easement, including the earthen berm, the plans and specifications for any such improvements, including any water quality improvements and berm, shall be approved and permitted by the City in its reasonable discretion, but such improvements shall be substantially similar in design, scope, and quality as specified in Exhibit L attached hereto and incorporated herein. So long as the Water Quality Improvements are consistent with the specifications contained on Exhibit L, the City Engineer shall approve such plans, which approval shall not be unreasonably withheld. Attached hereto and incorporated herein as Exhibit H is the form of the grant of the Water Quality Easement to be separately recorded at the Close of Escrow.

1.4.1 Temporary Construction License and Indemnity for Water Quality Easement. Seller hereby grants Buyer, its agents, employees, contractors, and assigns, a temporary right of ingress and egress onto Parcel 2 to construct and install the Water Quality Improvements and earthen berm, including that portion of Parcel 2 described in Exhibit H and any other area on Parcel 2 necessary to construct the improvements as approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. The duration of this right shall automatically cease upon termination of this Agreement and the failure of the parties to complete the transaction contemplated by this Agreement, or completion of work described in Section 1.4 above, whichever occurs first. Buyer shall remove any equipment at the termination of this license and leave Parcel 2 in a condition modified to incorporate the work described in Section 1.4 but otherwise substantially similar prior to Buyer's use and access. To the fullest extent permitted by law, Buyer shall, and does hereby agree to indemnify, defend, and hold the Seller, its elected and appointed officers and officials, employees, agents, attorneys and their respective successors and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs, and expenses (including but not limited to attorneys' fees) for bodily injury, sickness, disease or death, or injury to or destruction of property to the extent resulting from or arising out of, the negligence or willful misconduct of Buyer, its officers, agents, contractors, or employees, in connection with or relating to Buyer's performance under this license. Prior to Buyer entering Parcel 2 to conduct any work of improvement, Buyer and each of its agents and contractors, at Buyer's sole cost and expense, shall obtain, maintain and deliver to Seller evidence of commercial general liability and property damage insurance on an "occurrence" basis with limits of not less than Two Million Dollars (\$2,000,000) in the aggregate for liability coverage and not less than One Million Dollars (\$1,000,000) in the aggregate for property damage. All indemnity obligations under this Section shall survive the expiration or termination of this Agreement.

ARTICLE II

Purchase Price/Consideration

2.1 Purchase Price. The purchase price for the Property shall be TWO MILLION SEVEN HUNDRED FIFTY THOUSAND SIX HUNDRED SEVENTY SEVEN DOLLARS AND ZERO CENTS (\$2,750,677.00), (the "**Purchase Price**"), which after adjustment by any prorated amounts as provided for herein, shall be paid to Seller by Buyer in cash upon the Close of Escrow.

2.2 Water Quality Easement Price. As additional consideration for the Seller's grant of the Water Quality Easement set forth in Section 1.4 above, Buyer shall pay to Seller in cash at the Close of Escrow the amount of FIFTY-SIX THOUSAND SIX HUNDRED SIXTEEN DOLLARS AND ZERO CENTS (\$56,616.00).

2.3 Biofilter Improvements on City's Equestrian Trail/Landscape Easement. As additional consideration for Buyer's right to install Biofilter Improvements (as defined in Section 14.2 below) upon the City's Equestrian Trail/Landscape Easement and for landscape remediation associated therewith, Buyer shall pay to Seller in cash at the Close of Escrow the amount of ONE HUNDRED FIFTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$154,800.00).

ARTICLE III

Open of Escrow and Deposit; Independent Consideration

3.1 Open of Escrow. Within five (5) business days after this Agreement is fully executed, Buyer and Seller shall open escrow at Stewart Title of California, Inc., 525 North Brand Boulevard, Glendale, CA 91203, Escrow Officer Larry McGuire, Senior Title Officer, Vice President, telephone no. 818-502-2723, Fax no. 818-241-9173, and e-mail lmcguire@stewart.com (the "**Escrow Agent**") and the parties shall deliver to Escrow Agent a fully executed copy of this Agreement. This Agreement shall be effective only upon the date when a fully executed copy of this Agreement has been deposited with the Escrow Agent (the "**Effective Date**").

3.2 Deposit. Within five (5) business days after the Effective Date of this Agreement as defined herein, Buyer shall deposit (i) ten percent (10%) of the Purchase Price with the Escrow Agent in immediately available federal funds (the "**10% Deposit**") and (ii) an additional two percent (2%) of the Purchase Price with the Escrow Agent in immediately available federal funds (the "**2% Deposit**") (the 10% Deposit and 2% Deposit are collectively referred to herein as the "**Deposit**"). If Buyer fails to deposit the Deposit within the time period provided, Seller may terminate this Agreement by written notice to Seller and Escrow Agent, in which case this Agreement shall be null and void and neither party shall have any further rights or obligations to the other hereunder, except as otherwise may be set forth in this Agreement.

3.3 Interest Bearing. The Deposit may be held in an interest-bearing escrow account by Escrow Agent in an institution as directed by Buyer and reasonably acceptable to Seller.

3.4 Application of Deposit. If the Closing as defined below occurs the Deposit shall be paid to Seller and credited against the Purchase Price at the Closing. If the Closing does not occur in accordance with the terms hereof without default (beyond any applicable notice and cure period) by Buyer, the Deposit shall be delivered by Escrow Agent to Buyer; provided, however, that, notwithstanding any provision to the contrary contain in this Agreement, concurrently with the expiration of the Inspection Period (defined in Section 5.1 below), the 2% Deposit shall become entirely non-refundable for any reason except in the event Closing does not occur due to a default (beyond any applicable notice and cure period) by Seller.

3.5 Independent Consideration. Concurrently with Buyer's execution of this Agreement, Buyer shall deliver to Seller, by means of a cashier's check, an amount equal to One Hundred and 00/100 Dollars (\$100.00) as independent consideration for Seller's performance under this Agreement ("**Independent Consideration**"), separate from the Deposit and the Purchase Price. The Independent Consideration is independent of any other consideration provided hereunder, shall be fully earned by Seller upon the Effective Date hereof, and is not refundable under any circumstances. Upon Close of Escrow, as defined below, Buyer shall be credited the Independent Consideration against the Purchase Price.

ARTICLE IV

Close of Escrow

4.1 Close of Escrow. Within five (5) business days after entry of the final judgment by the trial court in the Quiet Title Action, Seller shall record the final judgment and provide Buyer and Escrow Agent with written notice of the recording of the final judgment, including setting forth the date of the recordation ("**Quiet Title Recording Date**"). For purposes of this Agreement, final judgment shall mean entry of final judgment in favor of the City by the trial court in the Quiet Title Action, exclusive of any parties' or any other persons exercise of its rights of appeal. Unless extended by the mutual agreement of Buyer and Seller, within one hundred eighty (180) days after the Governmental Approval Date (defined in Section 16.4 below) escrow shall close ("**Close of Escrow**"). The Close of Escrow shall be held through escrow at the offices of the Escrow Agent, or at such other place agreed to by Seller and Buyer. Notwithstanding the foregoing, "**Closing**" shall be deemed to have occurred when the Escrow Agent has been instructed by both parties to release escrow and to record the Grant Deed and any other instruments required herein. The date of Closing is referred to in this Agreement as the "**Closing Date.**" If the Closing does not occur within one hundred eighty (180) days after the Governmental Approval Date, or as otherwise extended by the parties, this Agreement shall be terminated and shall become null and void, except as otherwise may be set forth in this Agreement. If any party or other person to the Quiet Title Action exercises its right of appeal or otherwise challenges the trial court's final judgment, then Seller or Buyer may elect to terminate this Agreement upon written notice to the other and this Agreement shall become null and void and the Deposit shall be returned to Buyer in full.

4.2 Title Insurance. As a condition to the Close of Escrow, Buyer's fee title to the Property shall be insured at the Close of Escrow by an ALTA Extended Coverage Owner's Policy of Title Insurance ("**Title Policy**") in the amount of the Purchase Price, issued by Stewart Title of California, Inc., together with all endorsements requested by Buyer, provided, however,

the Title Policy shall insure Buyer's fee interest in the Property free and clear of all liens, encumbrances, restrictions, and right-of-way, subject only to (i) those exceptions and encumbrances set forth in Section 1.3 above, (ii) the preprinted standard exceptions in such Title Policy, exceptions approved or deemed approved by Buyer pursuant to Section 6.2, (iii) non-delinquent real property taxes and special assessments, and (iv) any exceptions arising from Buyer's actions (collectively, "**Permitted Title Exception(s)**"). Buyer shall be responsible to have prepared and delivered to Stewart Title of California, Inc., an ALTA survey of the Property, at Buyer's expense. Buyer shall pay the additional premium for extended coverage in excess of a standard CLTA policy and any endorsements requested by Buyer. The Close of Escrow shall not be extended due to Buyer's Title Policy requirements. Notwithstanding the foregoing, if Buyer fails to provide an ALTA survey for the Property acceptable to Stewart Title of California, Inc., for purposes of issuing the Title Policy, then the Title Policy to be issued on the Close of Escrow shall be an ALTA extended coverage Owner's Policy of Title Insurance which shall include a general survey exception.

4.3 Prorations. All matters involving prorations or adjustments, if any, to be made in connection with Closing and not specifically provided for in some other provision of this Agreement shall be adjusted as of midnight of the day immediately preceding the Closing Date, with Buyer to be treated as the owner of the Property, for purposes of prorations of income and expenses, on and after the Closing Date.

4.3.1 Taxes. Real estate taxes and special assessments, if any, shall be prorated as of the Closing Date. All taxes imposed due to a change of use of the Property after the Closing Date shall be paid by the Buyer.

4.3.2 Insurance. There shall be no proration of Seller's insurance premiums or assignment of Seller's insurance policies. Buyer shall be obligated (at its own election) to obtain any insurance coverage deemed necessary or appropriate by Buyer.

4.3.3 Utilities. Buyer and Seller hereby acknowledge and agree that the amounts, if any, of all telephone, electric, sewer, water and other utility bills, trash removal bills, janitorial and maintenance service bills and all other operating expenses relating to the Property and allocable to the period prior to the Closing Date, if any, shall be determined and paid by Seller.

4.3.4 Calculations. All prorations, if any, shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty five (365) day year.

4.4 Closing Costs. Seller shall pay (i) that portion of the Title Policy premium for standard CLTA owner's coverage, (ii) all documentary transfer taxes assessed by the County and the City, (iii) one-half (½) of the Escrow Holder's fee. In addition Seller shall pay outside of Escrow all legal and professional fees and costs of attorneys and other consultants and agents retained by Seller. Buyer shall pay through Escrow (w) all document recording charges, (x) the additional Title Policy premium for ALTA extended coverage and any title endorsements requested by Buyer, and (y) one-half (½) of the Escrow Holder's fee and all charges for the

ALTA Survey. Buyer shall pay outside of Escrow all costs and expenses related to the Due Diligence Investigations, and all legal and professional fees and costs of attorneys and other consultants and agents retained by Buyer.

ARTICLE V

Buyer's Right of Inspection and Survey

5.1 Right to Inspect Property. Commencing on the Effective Date and continuing through the date that is sixty (60) days following the Governmental Approval Date (the "**Inspection Period**"), Buyer and its agents shall have the right during business hours (with reasonable advance notice to Seller), at Buyer's sole cost and expense and at Buyer's and its agents' sole risk, to perform inspections and tests or otherwise verify the physical and environmental condition of the Property and/or the area on Parcel 2 where buyer will be performing work or installing the water quality improvements and related earthen berm, the character, quality, value and general utility of the Property, the zoning, land use, environmental and building requirements and restrictions applicable to the Property, the state of title to the Property, and any other factors or matters relevant to Buyer's decision to purchase the Property and to perform such other analyses, inquiries and investigations as Buyer shall deem necessary or appropriate; provided, however, that in no event shall Buyer or its agents or representatives conduct any intrusive physical testing, drilling, boring, sampling or removal of, on or through the surface of the Property (or any part or portion thereof) including, without limitation, any ground borings (collectively, "**Physical Testing**"), without Seller's prior written consent. To the extent within the possession or control of Seller, Seller shall make available to Buyer and Buyer's representatives for inspection and right to copy any environmental studies, soils studies, agency submittals, correspondence regarding contamination, monitoring or remediation activities, and all other documents, records, notices, and other information and documentation pertaining to the environmental condition of the Property, remediation efforts with respect thereto, and governmental orders, decrees, and/or agreements relating thereto, plans, specifications, maps, past surveys and other similar materials relating to the physical and environmental condition of the Property ("**Reports**") to the extent such Reports; provided, however, that in no event shall Seller be obligated to deliver to Buyer any documents and materials of a proprietary nature, such as internal valuation analysis, projections, software, marketing materials, and materials constituting the work product of Seller or its agents and attorneys. Seller makes no representations or warranties regarding the sufficiency, truthfulness, completeness or accuracy of the Reports or that the Reports are complete copies of the same. Buyer acknowledges and understands that all such materials made available by Seller are only for Buyer's convenience in making its own examination and determination prior to the expiration of the Inspection Period as to whether it wishes to purchase the Property, and, in so doing, Buyer shall rely exclusively upon its own independent investigation, verification and evaluation of every aspect of the Property and not upon any of the Reports or materials supplied by Seller. Buyer, in Buyer's sole and absolute discretion, may determine whether or not the Property is acceptable to Buyer within the Inspection Period.

5.1.1 Physical Testing. In the event Buyer desires to conduct any Physical Testing of the Property, then Buyer shall submit to Seller, for Seller's approval, a written detailed description of the scope and extent of the proposed Physical Testing, which approval

may be given or withheld in Seller's reasonable discretion. If Seller does not approve the Physical Testing or approves only a portion thereof, Buyer may, at its option, elect to (i) terminate this Agreement by sending written notice to Seller and Escrow Agent prior to the end of the Inspection Period, or (ii) conduct that portion of the Physical Testing approved by Seller and forego any other disapproved Physical Testing of the Property. In the event Buyer terminates this Agreement as provided in this section 5.1.1, the Deposit shall be returned to Buyer by Escrow Agent and this Agreement shall terminate and be of no further force and effect other than as provided herein. In no event shall Seller be obligated as a condition of this transaction to perform or pay for any environmental remediation of the Property recommended by any such Physical Testing. After making such tests and inspections, Buyer agrees to promptly restore any improvements and surface of the Property to its condition prior to such tests and inspections (which obligation shall survive the Closing or any termination of this Agreement). Prior to Buyer entering the Property to conduct any Physical Testing described above, Buyer and each of its agents and contractors, at Buyer's sole cost and expense, shall obtain, maintain and deliver to Seller evidence of commercial general liability and property damage insurance on an "occurrence" basis with limits of not less than Two Million Dollars (\$2,000,000) in the aggregate for liability coverage and not less than One Million Dollars (\$1,000,000) in the aggregate for property damage.

5.1.2 Inspection Obligations. Buyer and its agents and representatives shall: (a) not unreasonably interfere with the use of the Property; (b) not unreasonably interfere with the operation and maintenance of the Property; (c) not damage any part of the Property; (d) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (e) restore the surface of the Property to the condition in which the same was found before any such inspection or tests were undertaken; (f) not reveal or disclose any information obtained during the Inspection Period concerning the Property to anyone outside Buyer's organization other than its agents, consultants, representatives, lenders, financial partners and their agents; and (g) comply, at its sole cost and expense, with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting its inspection of the Property and Physical Testing.

5.1.3 Indemnity for Inspections. To the fullest extent permitted by law, Buyer shall, and does hereby agree to indemnify, defend and hold the Seller, its elected and appointed officers and officials, employees, agents, attorneys and their respective successors and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to attorneys' fees) arising out of Buyer's or Buyer's agents' actions taken in, on or about the Property in the exercise of the inspection right granted herein; provided, however, such indemnification obligation shall not be applicable to, and Buyer shall not have any liability whatsoever with respect to, Buyer's mere discovery of any pre existing adverse physical condition or "Hazardous Substances" (as that term is defined in Exhibit I) at the Property or any disturbance or dispersion of such pre-existing Hazardous Substances, to the extent any tests conducted are performed in accordance with commercially reasonable business practices and any reasonable conditions imposed by Seller with respect to the method of Buyer's performance of the same. Buyer's obligations pursuant to this section shall survive the Closing and/or any termination of this Agreement.

5.2 Survey. During the Inspection Period, Buyer shall have the right to conduct a survey (the "Survey"). If the Survey discloses any matters which are unacceptable to Buyer, in Buyer's sole and absolute discretion, Buyer may terminate this Agreement by written notice to Seller and Escrow Agent no later than three (3) business days after the expiration of the Inspection Period and the Deposit shall be paid by Escrow Agent to Buyer. Any survey matter shown on the survey not disapproved in writing within said time period (or otherwise shown on the survey as of the last day of the Inspection Period) shall be deemed approved by Buyer and shall constitute a Permitted Title Exceptions hereunder. Seller may, at its sole election, on or before the Closing Date, have any Survey matters to which Buyer has objected removed; provided, however, in no event will Seller be obligated to do so or otherwise be obligated to incur costs with respect thereto. If Buyer fails, for any or no reason, to obtain the Survey during the Inspection Period, Buyer will be deemed to have waived any requirement set forth in this Agreement regarding the Survey and all matters which would be shown on a current survey of the Property had a Survey been obtained, shall also be considered "**Permitted Title Exceptions.**"

5.3 Independent Examination. Buyer hereby acknowledges that it has been, or will have been given, prior to the termination of the Inspection Period, a full, complete and adequate opportunity to make such legal, factual and other determinations, analyses, inquiries and investigations as Buyer deems necessary or appropriate in connection with the acquisition of the Property. Buyer is relying upon its own independent examination of the Property and all matters relating thereto and not upon any statements of Seller or of any its elected and appointed officers and officials, employees, agents or attorneys of Seller with respect to acquiring the Property. Seller shall not be deemed to have represented or warranted in any manner whatsoever the completeness or accuracy of any studies, investigations and reports heretofore or hereafter furnished to Buyer. The provisions of this section shall survive Closing and/or termination of this Agreement.

5.4 Termination Right. In the event that Buyer, at its sole and absolute discretion, determines that it does not desire to acquire the Property based upon the results and findings of its review, inspection, tests and/or survey, Buyer shall provide written notice to Seller and Escrow Agent no more than three (3) business days after the end of the Inspection Period, and this Agreement shall terminate, the Deposit shall be paid to Buyer and thereupon neither party shall have any further rights or obligations to the other hereunder except for any surviving termination obligations provided herein. If Buyer shall fail to timely notify Seller in writing of its election to terminate this Agreement as provided herein, time being of the essence, Buyer's termination right provided in this section shall immediately be null and void, and otherwise constitute Buyer's waiver of the termination right provided in this section.

ARTICLE VI

Quiet Title Action and Title Review

6.1 Quiet Title Action. Buyer hereby acknowledges that the Property (Parcel 1) is currently the subject of a Quiet Title Action designed, among other things, to extinguish and confirm the removal of the open space land use restriction, as well as any and all potential or actual clouds on title, recorded against the Property (Parcel 1) and confirm the Property's use for

commercial purposes and thus, this Agreement is made expressly contingent upon the successful completion and entry of a final judgment in the Quiet Title Action in favor of the Seller. Buyer agrees and covenants that it shall take the conveyance of the fee interest subject to the Permitted Title Exceptions. If the final judgment in the Quiet Title Action is not reasonably satisfactory to Buyer, including any failure to remove the open space or any other land use restrictions or other clouds on title sought to be removed by the Seller, then escrow shall not and cannot close, the Deposit shall be returned to Buyer, and this Agreement shall terminate and thereupon neither party shall have any further rights or obligations to the other hereunder except for any surviving termination obligations provided herein. Seller has no obligation or duty whatsoever to appeal or otherwise challenge the judgment of the trial court in the Quiet Title Action. Upon entry of final judgment by the trial court and upon exhaustion of all appeal periods, Seller shall file, if necessary, a notice of withdrawal of pendency of action for the Quiet Title Action pursuant to Code of Civil Procedure section 405.50.

6.2 Title Review. After the Quiet Title Recording Date, Buyer shall obtain and deliver to Seller a preliminary report for the Property (the "**Preliminary Title Report**"). Buyer shall notify Seller no later than ninety (90) days after the Quiet Title Recording Date (the "**Title Approval Period**") in writing of any title exceptions identified in the Preliminary Title Report of which Buyer reasonably disapproves (the "**Disapproval Notice**"). Any exception shown in the Preliminary Title Report as of the end of the Title Approval Period, or otherwise not disapproved in writing prior to expiration of the Title Approval Period shall be deemed approved by Buyer and shall constitute a "Permitted Title Exception." Within ten (10) days after Seller's receipt of a Disapproval Notice, Seller shall notify Buyer in writing whether Seller intends to remove any of Buyer's disapproved exceptions. If Seller notifies Buyer of an intention to eliminate the disapproved exceptions, Seller shall do so prior to the Close of Escrow. If Seller indicates to Buyer in writing within the time allowed that Seller does not intend to remove any of Buyer's disapproved exceptions, Buyer shall take the Property subject to the disapproved exceptions unless Buyer elects in writing within ten (10) days after receipt of Seller's notice to terminate this Agreement and in such case, the Deposit shall be returned to Buyer.

ARTICLE VII

"As Is Purchase and Sale"

7.1 As Is Sale. As a material inducement to Seller to enter into this Agreement and to convey the Property to Buyer, Buyer hereby acknowledges, covenants, and agrees as follows:

(a) **Buyer's Acknowledgment of "AS IS" Sale.** Buyer is purchasing the Property "as is" and "where is" condition and "with all faults" subject only to the terms, covenants and conditions of this Agreement. Other than the express representations and warranties of Seller contained in this Agreement, neither Seller, nor any person or entity acting by or on behalf of Seller, nor any officer, official, employee, agent, affiliate, predecessor, successor, or assign of any of the foregoing has made any representation, or warranty to Buyer or upon which Buyer is relying, or in connection with which Buyer has made or will make any decisions concerning the decision to purchase the Property or the value or quality of the Property or its vicinity, including, without limitation, (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the income to be derived from the

Property, (c) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including, without limitation, the Americans with Disabilities Act and any rules and regulations promulgated thereunder or in connection therewith, (e) the habitability, merchantability or fitness for a particular purpose of the Property, or (f) any other matter with respect to the Property, and specifically that, except as provided herein, Seller has not made, does not make and specifically disclaims any representations regarding solid waste, as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., Part 261 (Identification and Listing of Hazardous Waste), or the disposal or existence, in or on the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, California Health and Safety Code Sections 25117 and 25316 and other applicable state laws, and regulations promulgated thereunder. Buyer further acknowledges and agrees that, except as expressly provided in this Agreement, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and not on any information whatsoever provided or to be provided by Seller.

(b) **Buyer's Bargaining Position.** Buyer acknowledges, represents and warrants that Buyer is not in a significantly disparate bargaining position with respect to Seller in connection with the transaction contemplated by this Agreement; that Buyer freely and fairly agreed to this acknowledgment as part of the negotiations for the transaction contemplated by this Agreement; that Buyer is represented by legal counsel in connection with this transaction and Buyer has conferred with such legal counsel concerning this waiver. The provisions of this section shall survive Closing and/or termination of this Agreement.

(c) **Buyer's General Release.** As of the Close of Escrow, Buyer on its own behalf and on behalf of its members, partners, employees, representatives, officers, directors, agents, related and affiliated entities, successors and assigns hereby fully and irrevocably release Seller from any and all claims that the Buyer may have or thereafter acquire against Seller for any cost, loss, liability, damage, expense, demand, action or cause of action ("**Claims**") arising from or related to any matter of any nature relating to, and condition of, the Property including any latent or patent construction defects, errors or omissions, compliance with law matters, Hazardous Substances (as hereafter defined) and other environmental matters within, under or upon, or in the vicinity of the Property, any statutory or common law right Buyer may have to receive disclosures from Seller, including, without limitation, any disclosures as to the Property's location within areas designated as subject to flooding, fire, seismic or earthquake risks by any federal, state or local entity, the need to obtain flood insurance, the certification of water heater bracing and/or the advisability of obtaining title insurance, or any other condition or circumstance affecting the Property, its financial viability, use or operation, or any portion thereof. This release includes claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist in its favor which, if known by Buyer, would materially affect Buyer's release of Seller. In connection with the general release set forth in this section, Buyer specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER

FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Notwithstanding anything to the contrary set forth in this section, the foregoing release is not intended to and does not cover a breach by Seller of (ii) any representations or warranties of Seller set forth herein and/or (ii) any obligations and agreements of Seller in this Agreement that expressly survive the Close of Escrow. The foregoing acknowledgement, waiver and release shall survive the Close of Escrow and the recordation of the Grant Deed.

ARTICLE VIII

Representations and Warranties of Seller

8.1 Seller's Representations. Seller hereby represents, warrants and covenants to Buyer that based upon the Seller's actual knowledge, with no duty of inquiry or investigation, the matters set forth in this Article VIII are true and correct as of the Effective Date with respect to the Property, or as a condition precedent of Closing, these matters will be true and correct as of the Closing:

8.1.1 Authority. This Agreement has been duly authorized, executed and delivered by Seller and is the legal, valid and binding obligation of Seller. All documents to be executed by Seller which are to be delivered at Closing, will (i) be duly authorized, executed and delivered by Seller, (ii) be legal, valid and binding obligations of Seller, and (iii) not violate, to the best of Seller's knowledge, any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject. After the Effective Date, the City Manager is hereby authorized to approve and execute any and all documents necessary to effectuate or to implement the intent and purpose of this Agreement.

8.1.2 No Default. The execution and delivery of this Agreement, and consummation of the transaction described in this Agreement, will not, to the best of Seller's actual knowledge, constitute a default under any contract to which Seller is a party and relating to the Property and the sale of the Property herein contemplated does not require the consent of any party not a signatory hereto.

8.1.3 No Suits. Except for the Quiet Title Action, to the best of Seller's actual knowledge, there is no action, suit or proceeding pending against Seller and relating to or arising out of the ownership, management or operation of the Property, in any court or before or by and federal, state, or municipal department, commission, board, bureau or agency or other governmental instrumentality.

8.1.4 Hazardous Substances. To the best of Seller's actual knowledge, Seller has received no written notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice from any governmental authority having jurisdiction over the Property or Parcel 2 that Hazardous Substances (as defined in Exhibit I) are located on the Property or Parcel 2 in violation of any Environmental Law (as defined in Exhibit I).

8.1.5 Eminent Domain. To the best of Seller's actual knowledge, Seller has not received written notice from any governmental authority of any pending eminent domain or similar condemnation proceeding affecting any portion of the Property.

8.1.6 No Leases and Occupants. To the best of Seller's actual knowledge, Seller is not a party to any unrecorded leases, contracts or other agreements affecting the Property that would be binding upon the Property after Closing and there are no occupants on the Property.

8.2 Seller's Knowledge. For purposes of this Agreement and any document delivered at Closing, whenever the phrases "to the best of Seller's actual knowledge," the "knowledge" of Seller, or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only, and not any implied, imputed or constructive knowledge, without any independent investigation having been made or any implied duty to investigate.

8.3 Buyer Waiver of Representation. Notwithstanding anything to the contrary contained in this Article, Buyer acknowledges that Buyer shall not be entitled to rely on any representation made by Seller in this Article to the extent, prior to or at Closing, Buyer shall have or obtained actual knowledge of any information that was contradictory to such representation or warranty; provided, however, if Buyer determines prior to Closing that there is a breach of any of the representations and warranties made by Seller above, then Buyer may, at its option, by sending to Seller and Escrow Agent written notice of its election either (i) terminate this Agreement or (ii) waive such breach and proceed to Closing with no adjustment in the Purchase Price and Seller shall have no further liability as to such matter thereafter. In the event Buyer terminates this Agreement for the reasons set forth above, the Deposit shall be refunded to Buyer, and neither Buyer nor Seller shall thereafter have any other rights or remedies hereunder other than as provided herein.

8.4 Survival. The express representations and warranties made in this Agreement shall not merge into any instrument or conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced, if at all, on or before the one year anniversary following the Closing Date and, if not commenced on or before such date, thereafter such representations and warranties shall be void and of no force or effect. Nothing herein shall constitute a waiver by City of the requirement that Buyer shall comply with the Government Claims Act and City's claim process.

ARTICLE IX

Representations and Warranties of Buyer

9.1 Buyer's Representations. Buyer hereby represents, warrants and covenants to Seller, based upon Buyer's actual knowledge, that the matters set forth in this Article IX are true and correct as of the Effective Date with respect to the Property, or as a condition precedent of Closing, these matters will be true and correct as of the Closing:

9.1.1 Authority. Buyer is a Delaware Limited Liability Company duly formed and organized under the laws of the State of Delaware and in good standing and authorized to do business in the State of California. This Agreement has been duly authorized, executed and delivered by Buyer, is the legal, valid and binding obligation of Buyer, and does not violate any provision of any agreement or judicial order to which Buyer is a party, or to which Buyer is subject. All documents to be executed by Buyer which are to be delivered at Closing, at the time of Closing will be duly authorized, executed and delivered by Buyer, at the time of Closing will be legal, valid and binding obligations of Buyer, and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject.

9.1.2 Bankruptcy or Debt of Buyer. Buyer has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Buyer's creditors, suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally.

9.1.3 No Financing Contingency After Inspection Period. It is expressly acknowledged by Buyer that this transaction is not subject to any financing contingency, and no financing for this transaction shall be provided by Seller.

9.1.4 No Consents. No consent to the acquisition of the Property by Buyer is required to be obtained from any person or entity, including, without limitation, any governmental agency or public administrative body in connection with the performance of Buyer's obligations hereunder.

9.2 Survival. The express representations and warranties made in this Agreement shall not merge into any instrument or conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of such representations and warranties shall be commenced, if at all, on or before the one year anniversary following the Closing Date and, if not commenced on or before such date, thereafter such representations and warranties shall be void and of no force or effect. Nothing herein shall constitute a waiver by City of the requirement that Buyer shall comply with the Government Claims Act and City's claim process.

ARTICLE X

Closing Conditions/Contingencies

10.1 Conditions to Seller's Obligation to Close. The obligations of Seller under this Agreement to sell the Property and consummate any other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date except to the extent that any of such conditions may be waived by Seller in writing at Closing:

10.1.1 Buyer Has Satisfied its Representations and Warranties. All representations and warranties of Buyer in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date and Buyer shall have performed and complied with all covenants and agreements required by this Agreement to be performed or complied with by Buyer prior to the Closing Date.

10.1.2 Closing Statement. A closing statement duly executed by Buyer setting forth the Purchase Price and any adjustments thereto.

10.1.3 Consideration. Payment of the Purchase Price and all other consideration set forth in Article II of this Agreement, after all adjustments are made at the Closing as herein provided, including a credit to Buyer for the Deposit and the Independent Consideration, by wire transfer or other immediately available federal funds, which amount shall be received in escrow by the Escrow Agent on or before 12:00 p.m. Pacific Standard Time the day before the Closing.

10.1.4 Project Entitlements. The City has approved all necessary land use entitlements relating to the development of the Property for what has been referred to as the Moulton-La Paz Shopping Center Project (the "**Project**") and the Project applicant has accepted, without objection or institution of any legal or administrative process, all of the City imposed project entitlements and conditions of approval for the Project, and the time period for challenging any such approval by any third party has lapsed without appeal. For purposes of this Agreement, the requisite land use entitlements shall include, but are not limited to, design review and approval, a site development permit, and a conditional use permit/parking use permit (collectively, "**Project Entitlements**"). Nothing herein is a representation or warranty that City, City Council or Planning Agency will grant any or all of the Project Entitlements to Buyer.

10.1.5 Quiet Title Action. Compliance with the contingencies of Article VI, Section 6.1, including the entry and recordation of a final judgment in the Quiet Title Action, removing any open space or other land use restrictions or clouds on title as requested by the action to allow the Project to proceed and be completed, and the expiration of any applicable appeal period with respect thereto without appeal.

10.1.6 City Council Action and Consistency Finding. Satisfaction of the contingencies set forth in Article XVI, Sections 16.2 and 16.3, of this Agreement, which consist of the approval of the Project Entitlements by City Council/Planning Agency and a consistency finding pursuant to Government Code section 65402, and the time period for challenging any such finding by any third party has lapsed.

10.1.7 Other Documents. Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement.

10.1.8 Buyer's Performance. Buyer shall have duly performed in all material respects each and every covenant of Buyer hereunder, including confirmation by Seller of the receipt from Buyer of the Independent Consideration.

10.2 Conditions to Buyer's Obligation to Close. The obligations of Buyer under this Agreement to purchase the Property and consummate any other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date except to the extent that any of such conditions may be waived by Buyer in writing at Closing:

10.2.1 Seller Has Satisfied its Representations and Warranties. All representations and warranties of Seller in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date and Seller shall have performed and complied with all covenants and agreements required by this Agreement to be performed or complied with by Buyer prior to the Closing Date.

10.2.2 Closing Statement. A closing statement duly executed by Seller setting forth the Purchase Price and any adjustments thereto.

10.2.3 Recordable Grant Deed. A Grant Deed in recordable form duly executed and acknowledged by Seller conveying to Buyer the Property substantially in the form attached hereto as **Exhibit C.**

10.2.4 Title Policy. Buyer's obtaining a satisfactory ALTA Extended coverage Owner's Policy of Title Insurance for the issuance of a title policy in favor of Buyer with a liability amount equal to the Purchase Price showing Buyer's fee interest in the Property subject only to any Permitted Title Exceptions as referenced in this Agreement.

10.2.5 Project Entitlements. The City has approved all Project Entitlements, the Project applicant has accepted, without objection or institution of any legal or administrative process, all of the City imposed Project Entitlements and conditions of approval for the Project and the time period for challenging any such approval by any third party has lapsed without appeal. Nothing herein is a representation or warranty that City, City Council, or Planning Agency will grant any or all of the Project Entitlements to Buyer.

10.2.6 Quiet Title Action. Compliance with the contingencies of Article VI, Section 6.1, including the entry and recordation of a final judgment in the Quiet Title Action, removing any open space or other land use restrictions or clouds on title as requested by the action to allow the Project to proceed and be completed, and the expiration of any applicable appeal period with respect thereto without appeal.

10.2.7 City Council Action and Consistency Finding. Satisfaction of the contingencies set forth in Article XVI, Sections 16.2 and 16.3, of this Agreement, which consist of the approval of the Project Entitlements by City Council/Planning Agency and a consistency finding pursuant to Government Code section 65402, and the expiration of any applicable appeal period with respect thereto without appeal.

10.2.8 Seller's Performance. Seller shall have duly performed in all material respects each and every covenant of Seller hereunder.

10.2.9 Other Documents. Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions which are the subject of this Agreement.

10.2.10 Recordable Water Quality Easement. A Water Quality Easement in recordable form duly executed and acknowledged by Seller in the form attached hereto as **Exhibit H.**

10.2.11 City Approval of Drawings and Specifications; Permits. The City has approved applicable drawings and specifications and has granted all permits, licenses and approvals necessary to commence and complete the Water Quality Improvements, the Storm Drain Relocation Work, the Access Road, the Biofilter Improvements and any grading work required of Buyer within Parcel 2 and/or Equestrian Trail/Landscape Easement pursuant to the terms hereof, all to Buyer's reasonable satisfaction.

If Buyer terminates this Agreement by notice to Seller because of the failure of any such condition precedent set forth in this Section 10.2, then Escrow Holder shall return the 10% Deposit to Buyer within three (3) business days following Buyer's deemed termination of this Agreement, and Seller and Buyer shall each pay one half (½) of any Escrow cancellation fees or charges, and except for Buyer's indemnity and confidentiality obligations under the Agreement that expressly survive termination of the Agreement, the parties shall have no further rights or obligations to one another under this Agreement.

ARTICLE XI

Risk of Loss

11.1 Condemnation and Casualty. If, prior to the Closing Date, all or any portion of the Property is taken by condemnation or eminent domain, or is the subject of a pending taking which has not been consummated, or if a Hazmat Termination Event (defined below) occurs, Buyer shall have the right, exercisable by giving written notice to Seller within ten (10) days after receiving written notice of such taking, either (i) to terminate this Agreement, in which event the Deposit shall be immediately returned to Buyer, any other money or documents in Escrow shall be returned to the party depositing the same, and (ii) to accept the Property in its then condition, without a reduction in the Purchase Price, and to receive an assignment of all of Seller's rights to any (X) condemnation award or proceeds payable by reason of such taking or (Y) insurance proceeds payable by reason of such Hazmat Termination Event. If Buyer elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award or proceeds without Buyer's prior written consent. As used herein a "**Hazmat Termination Event**" shall be deemed to mean the release of Hazardous Materials or other substances on the Real Property which shall cost in excess of Fifty Thousand Dollars (\$50,000) to remediate.

ARTICLE XII

Default

12.1 Default by Seller. IN THE EVENT THE CLOSING AND THE TRANSACTIONS CONTEMPLATED HEREBY DO NOT OCCUR AS PROVIDED HEREIN BY REASON OF THE DEFAULT OF SELLER, BUYER MAY ELECT, AS THE SOLE AND EXCLUSIVE REMEDY OF BUYER, TO: (a) TERMINATE THIS AGREEMENT AND UNLESS EXPRESSLY PROVIDED OTHERWISE HEREIN, RECEIVE THE DEPOSIT FROM THE ESCROW AGENT, AND IN SUCH EVENT, NEITHER SELLER NOR BUYER SHALL HAVE ANY FURTHER LIABILITY WHATSOEVER TO THE OTHER PARTY HEREUNDER; OR (b) ENFORCE SPECIFIC PERFORMANCE OF SELLER'S OBLIGATION TO CONVEY THE PROPERTY, WITHOUT ADJUSTMENT TO, OR CREDIT AGAINST, THE PURCHASE PRICE; OR (c) WAIVE SUCH BREACH AND PROCEED TO CLOSING. BUYER SHALL BE DEEMED TO HAVE AUTOMATICALLY ELECTED TO TERMINATE THIS AGREEMENT IF BUYER FAILS TO DELIVER TO SELLER WRITTEN NOTICE OF ITS INTENT TO FILE A CAUSE OF ACTION FOR SPECIFIC PERFORMANCE AGAINST SELLER ON OR BEFORE TEN (10) DAYS AFTER WRITTEN NOTICE OF TERMINATION FROM SELLER OR TEN (10) DAYS AFTER THE ORIGINALLY SCHEDULED CLOSE OF ESCROW, WHICHEVER SHALL OCCUR FIRST, OR HAVING GIVEN SELLER NOTICE, FAILS TO FILE A LAWSUIT ASSERTING SUCH CAUSE OF ACTION WITHIN FORTY FIVE (45) DAYS AFTER THE ORIGINALLY SCHEDULED CLOSE OF ESCROW.

Seller's Initials

Buyer's Initials

12.2 Default by Buyer. IN THE EVENT THE CLOSING AND THE TRANSACTIONS CONTEMPLATED HEREBY DO NOT OCCUR AS PROVIDED HEREIN BY REASON OF ANY DEFAULT OF BUYER, BUYER AND SELLER AGREE IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE DAMAGES WHICH SELLER MAY SUFFER. THEREFORE, BUYER AND SELLER HEREBY AGREE A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT SELLER WOULD SUFFER IN THE EVENT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), A SUM EQUAL TO THE DEPOSIT, EXCLUSIVE OF THE INDEPENDENT CONSIDERATION. UPON SUCH DEFAULT BY BUYER, SELLER SHALL HAVE THE RIGHT TO RECEIVE THE DEPOSIT FROM THE ESCROW AGENT AS ITS SOLE AND EXCLUSIVE REMEDY AND THEREUPON THIS AGREEMENT SHALL BE TERMINATED AND NEITHER SELLER NOR BUYER SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER EXCEPT WITH RESPECT TO THE SURVIVING TERMINATION OBLIGATIONS. THE AMOUNT OF THE DEPOSIT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR BUYER'S DEFAULT AND FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREBY EXPRESSLY WAIVED BY SELLER. THE PAYMENT OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT

IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THE PARTIES HAVE SET FORTH THEIR INITIALS BELOW TO INDICATE THEIR AGREEMENT WITH THE LIQUIDATED DAMAGES PROVISION CONTAINED IN THIS SECTION.

Seller's Initials

Buyer's Initials

12.3 Indemnities; Defaults after Closing or Termination. The limitations on the parties' remedies set forth in Sections 12.1 and 12.2 will not be deemed to prohibit either party from (i) specifically seeking indemnification from the other for any matter with respect to which such other party has agreed hereunder to provide indemnification or from seeking damages from such other party in the event it fails or refuses to provide such indemnification; (ii) subject to the terms, conditions and limitations of this Agreement, seeking damages incurred during the period of time after Closing that a representation or warranty given as of the Closing Date by the other party hereunder survives Closing, for the other party's breach of such representation or warranty discovered after such Closing; or (iii) subject to the terms, conditions and limitations of this Agreement seeking damages or such equitable relief as may be available for the other party's failure to perform after any termination of this Agreement any obligation hereunder which expressly survives such termination; provided, however, that in no event whatsoever will either party be entitled to recover from the other any punitive, consequential, including any alleged loss of profits, or speculative damages.

SELLER'S INITIALS

BUYER'S INITIALS

ARTICLE XIII

Brokers

13.1 Brokers. Buyer and Seller each represent and warrant to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby to whom a brokerage or other commission or fee may be payable. Buyer and Seller agree to indemnify, defend and hold the other harmless from any claims resulting from its breach of the warranties, representations and covenants made by it in this Article.

ARTICLE XIV

Post-Closing Improvements and Obligations

14.1 Relocation of Storm Drain. Buyer and Seller acknowledge that the Project Entitlements if granted by City, City Council or Planning Agency to Buyer for the Project and development of the Property will interfere with Storm Drain Easement No. 1. By the Grant Deed, Seller has reserved Storm Drain Easement No. 2 as an alternate site for the installation of a realigned storm drain over and through Parcel 1. If the Project Entitlements are approved, then Buyer shall perform such work (the "Storm Drain Relocation Work"), at Buyer's sole cost and

expense, required to (i) remove or disable those portions of the current storm drain in Storm Drain Easement No. 1 no longer to be used by City and (ii) relocate, reroute, and realign the storm drain within the boundaries of Storm Drain Easement No. 2, as approved by the City Engineer through the City's customary and usual application and permitting process, which approval shall not be unreasonably withheld. The parties understand and agree that the Storm Drain Relocation Work shall be of the scope, type, and quality and be performed in substantial compliance with the specifications set forth in Exhibit N attached hereto and incorporated herein. Buyer shall be solely responsible for all costs and expenses for the construction, installation, removal, disabling, and realignment of all storm drains for the Project, whether the work occurs on Parcel 1 or Parcel 2.

14.1.1 Abandonment of Storm Drain Easement No. 1. Upon Buyer relocating and realigning all or any portion of the storm drain now located within Storm Drain Easement No. 1 to within the boundaries of Storm Drain Easement No. 2, as approved by the City, and acceptance of the new relocated and realigned storm drain system by the City, City staff shall recommend to the City Council the vacation and abandonment of those portions of Storm Drain Easement No. 1 as legally described and depicted on Exhibit K attached hereto and incorporated herein by reference. Notwithstanding the foregoing, it is expressly understood and agreed by the parties that Buyer shall keep and maintain the storm drain within Storm Drain Easement No. 1 as a fully operational and functional system and shall not interfere with its operation unless and until the City accepts in writing the relocated, realigned and fully operational storm drain system within Storm Drain Easement No. 2 and Parcel 2; provided, however, that the City shall accept the same as long as such work is performed in accordance with the terms of Section 14.1.

14.1.2 Temporary Construction License and Indemnity for Storm Drain Relocation. Seller hereby grants Buyer, its agents, employees, contractors, and assigns, a temporary right of ingress and egress onto Parcel 2 and within the City's Equestrian Trail/Landscape Easement to construct and perform the Storm Drain Relocation Work as approved by City. Buyer's use and access license as to Parcel 2 shall automatically cease upon termination of this Agreement and the failure of the parties to complete the transaction contemplated by this Agreement, or completion of the work as approved by City relating to the storm drain realignment, whichever occurs first. Buyer shall remove any equipment at the termination of this license. To the fullest extent permitted by law, Buyer shall, and does hereby agree to indemnify, defend and hold the Seller, its elected and appointed officers and officials, employees, agents, attorneys and their respective successors and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to attorneys' fees) for bodily injury, sickness, disease or death, or injury to or destruction of property to the extent resulting from, or arising out of, the negligence or willful misconduct of Buyer, its officers, agents, contractors, or employees, in connection with or relating to Buyer's performance of the Storm Drain Relocation Work. Prior to Buyer entering Parcel 2 to conduct any work of improvement, Buyer and each of its agents and contractors, at Buyer's sole cost and expense, shall obtain, maintain and deliver to Seller evidence of commercial general liability and property damage insurance on an "occurrence" basis with limits of not less than Two Million Dollars (\$2,000,000) in the aggregate for liability coverage and not less than One Million

Dollars (\$1,000,000) in the aggregate for property damage. All indemnity obligations under this Section shall survive the expiration or termination of this Agreement.

14.1.3 Limited Use by Buyer of City's Storm Drain Easement No. 2.

Seller acknowledges and agrees that Buyer will be using the area within the City's Storm Drain Easement No. 2 on a limited basis to install and use an access road from La Paz Road over Parcel 1 to Lot 25 (the "Access Road") in the area shown on **Exhibit G**. Buyer's limited use in this regard shall not materially interfere, impede, or otherwise materially conflict with the City Storm Drain Easement No. 2.

14.2 Limited Use by Buyer of City's Equestrian Trail/Landscape Easement. Seller acknowledges and agrees that Buyer will be performing work within or otherwise making limited use of the area within the City's Equestrian Trail/Landscape Easement, including, without limitation, (a) relocating the storm drain as provided in Section 14.1 above, (b) installing and using an access road from La Paz Road over Parcel 1 to Lot 25 (the "Access Road") in the area shown on **Exhibit G**, and (c) installing and maintaining certain biofilter related improvements limited to those areas depicted in **Exhibit J** attached hereto and incorporated herein by reference (the "Biofilter Improvements"). At Buyer's sole cost and expense, Buyer shall design, construct, and complete the Access Road, the Storm Drain Relocation Work, and Biofilter Improvements, but as additional consideration for the Biofilter Improvements being located, installed, and maintained within the City's Equestrian Trail/Landscape Easement and for landscape remediation to be performed by the City after installation by Buyer of the Biofilter Improvements, Buyer shall pay to Seller the amount set forth in Section 2.3 of this Agreement. Buyer shall submit plans for the Biofilter Improvements to the City and the type, scope and quality of the Biofilter Improvements must be approved by the City Engineer and in any and all events, shall not materially interfere, impede, or otherwise materially conflict with the public use and enjoyment of the City's Equestrian Trail/Landscape Easement. City shall be responsible for any additional hardscape and landscape improvements on the Equestrian Trail/Landscape Easement upon completion of the approved Biofilter Improvements and the City, at its sole cost and expense, shall maintain and replace landscaping within the easement area and keep and maintain the same in a neat, clean, and sanitary condition and, generally, otherwise keep the same aesthetically consistent with the Project.

14.2.1 Indemnity. City shall indemnify, defend and hold Buyer harmless from any loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property (collectively, "Claims") arising from or related to the public's use of the Equestrian Trail/Landscape Easement and/or the City's construction, maintenance, repair and/or operation of the same. The City shall not be liable for such Claims to the extent and in the proportion that the same is ultimately determined to be attributable to the negligence or willful misconduct of Buyer. All indemnity obligations under this Section shall survive the expiration or termination of this Agreement.

14.3 Finished Grade. As part of Buyer's works of improvement as described in this Agreement, Buyer agrees to bring the entirety of the City's Equestrian Trail/Landscape Easement and the Water Quality Easement within Parcel 2 to finished grades, as defined on City-approved grading plans, and Buyer shall provide a line and grade certification

satisfactory to the City Engineer for purposes of allowing City to construct and maintain landscaping and related improvements within the City's Equestrian Trail/Landscape Easement and the Water Quality Easement.

14.4 Mutual Cooperation. Buyer and Seller shall mutually cooperate, consult and coordinate in advance with each other with regard to the timing of the improvements to be made within the City's Equestrian Trail/Landscape Easement and the Water Quality Easement so as not to cause the other to expend or incur unnecessary or duplicative costs and expenses.

ARTICLE XV

Miscellaneous

15.1 Buyer's Waiver of Any and All Damages Regarding Project Expenses. The parties acknowledge that Buyer has and will expend substantial funds in seeking land use and Project Entitlements relating to the development of the Property and what has been commonly referred to as the Moulton-La Paz Shopping Center Project (the "Project") including, but are not limited to, costs and expenses incurred relating to design review and approval, a site development permit, a conditional use permit/parking use permit, environmental inspection and documentation, negotiation and preparation of this Agreement, and a master sign program approval (collectively, "Project Expenses"). Notwithstanding any other provisions or terms of this Agreement, if this Agreement is terminated or Close of Escrow does not occur for any reason whatsoever, whether fault may be ascribed to one party or the other, Buyer understands and agrees that it is solely responsible for any and all costs and expenses incurred in processing the Project Entitlements and any other approvals required by the City or third party for the Project and development of the Property and therefore, Buyer hereby waives any and all rights, claims, or damages relating to the Project Expenses and all other costs and expenses incurred by Buyer relating to pursuing the Project and the Property Entitlements and hereby irrevocably releases the City, its agents and employees, from any and all claims, losses, liabilities, damages, and expenses of any kind whatsoever that the Buyer may have or thereafter acquire against the City for such costs and expenses.

15.2 Notices. All notices, demands and requests which may be given or which are required to be given by any party to this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either: (1) on the date personally delivered to the address below, as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed; (2) **on the third (3rd)** business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (3) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service (i.e., FedEx, UPS, or DHL) addressed to such party at the address specified below; or (4) on the date sent via facsimile transmission, if sent prior to 12:00 p.m. Pacific Standard Time to the facsimile numbering below and as evidenced by printed confirmation with the successful electronic transmission of the message, or if delivered later than 12:00 p.m. Pacific Standard Time, service shall be considered on the next business day.

For purposes of this section, the addresses of the parties for all notices are as follows:

To Buyer:

Moulton La Paz, LLC
c/o Vintage Capital Group
11611 San Vicente Boulevard, 10th Floor
Los Angeles, California 90049
Attn: Kenneth E. Hocker, Executive Vice President
Telephone No.: 310-806-6587
Email: khocker@vintagecapitalgroup.com

with copies to:

Allen Matkins Leck Gamble Mallory & Natsis LLP
1901 Avenue of the Stars, Suite 1800
Los Angeles, California 90067-6019
Attn: David A. Alvarado, Esq.
Telephone No.: 310-788-2465
Fax No.: 310-788-2410
Email: dalvarado@allenmatkins.com

To Seller:

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
Attn: Donald J. White, Assistant City Manager
Telephone: (949) 707-2600
Fax No.: (949) 707-2633
E-mail: dwhite@ci.laguna-hills.ca.us

with copies to:

Woodruff, Spradlin & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, California 92626
Attn: Gregory E. Simonian, City Attorney
Phone: (714) 415-1021
Fax No.: (714) 415-1121
E-mail: gsimonian@wss-law.com

To Escrow Agent:

Stewart Title of California, Inc.
525 North Brand Boulevard
Glendale, California 91203
Attn: Larry McGuire, Senior Title Officer/Vice President
Telephone No.: 818-502-2723
Fax No.: 818-241-9173
Email: lmcguire@steward.com

15.3 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflict of laws principles thereof. Venue for any action relating to or concerning this Agreement shall be exclusively with the Superior Courts for the State of California, Orange County.

15.4 Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

15.5 Business Days. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof. If any date herein set forth for the performance of any obligations of Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located.

15.6 Counterpart Copies and Facsimile Signatures. This Agreement may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement. Any facsimile of any original document shall be treated as an original document. The party submitting any facsimile must also submit a copy of the original to the other party within a reasonable time after the transmission of the facsimile.

15.7 Standard Escrow Instructions. Each party agrees to execute any reasonable standard instructions as may be necessary or proper in order to consummate the transactions contemplated by this Agreement as requested by Escrow Agent; provided, however, in the event of a conflict between the terms hereof and the terms of such standard instructions, the terms hereof shall control.

15.8 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

15.9 Assignment. Buyer shall not have the right to assign this Agreement without Seller's prior written consent, which consent may be given or withheld in Seller's sole and absolute discretion. Any assignment without Seller's prior written consent shall void and terminate this Agreement. Seller consents in advance to an assignment by Buyer to (i) any entity controlling, controlled by, or under common control with Buyer, or (ii) any entity in which Buyer possesses or retains a development or managerial role with respect to the Property and the development and/or operation thereof. Any assignee shall assume all of Buyer's obligations hereunder and succeed to all of Buyer's rights and remedies hereunder and any assignment and assumption must be in writing and delivered to Seller at least five (5) business days prior to the Closing Date.

15.10 Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Buyer have contributed substantially and materially to the preparation of this Agreement. There shall be no presumption in the interpretation hereof that any ambiguity is to be resolved against any party hereto. The parties hereto waive expressly each and all provisions of California Civil Code Section 1654, which provides: "IN CASES OF UNCERTAINTY NOT REMOVED BY THE PRECEDING

RULES, THE LANGUAGE OF A CONTRACT SHOULD BE INTERPRETED MOST STRONGLY AGAINST THE PARTY WHO CAUSED THE UNCERTAINTY TO EXIST."

15.11 Entire Agreement. This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Buyer, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Each party reserves the right to waive any of the terms or conditions of this Agreement which are for their respective benefit and to consummate the transaction contemplated by this Agreement in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver must be in writing signed by the party for whose benefit the provision is being waived.

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

15.13 Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.14 Amendments. Any amendments to this Agreement shall be effective only when duly executed by Seller and Buyer.

15.15 Exhibits. All exhibits attached hereto are incorporated herein by reference.

15.16 Time. Time is of the essence in the performance of each of the parties' respective obligations contained herein.

15.17 Recitals. The foregoing Recitals are true and correct and incorporated herein by reference.

ARTICLE XVI

City Council/Planning Agency Approvals

16.1 City Council Approval of Agreement. Buyer acknowledges that this Agreement is subject to and must be approved by vote of the City Council of the City of Laguna Hills and signed by its authorized agent; if not so approved and signed, then this Agreement shall have no force or effect and the parties shall have no obligations to each other.

16.2 City Council/Planning Agency Approval of Project Entitlements. Seller and Buyer acknowledge and agree that this Agreement is contingent upon the City Council/Planning Agency of the City of Laguna Hills approving Project Entitlements for the entire Moulton-La

Paz Shopping Center Project as may be submitted by the Project applicant (Moulton La Paz, LLC). Buyer acknowledges that such Project Entitlements are solely within the legislative, quasi-judicial discretion of the City Council/Planning Agency of the City of Laguna Hills and nothing in this Agreement is a promise or representation by Seller to Buyer that such entitlements will be granted in any form or manner. If any Project Entitlements are not granted by the date that is ninety (90) days following Buyer's execution of this Agreement, or, limited to the dissatisfaction of Buyer, then Buyer may terminate this Agreement upon written notice to Seller.

16.3 General Plan Consistency. City shall present for consideration to its Planning Agency, in accordance with Government Code Section 65402, the terms and conditions of the sale of the Property in order for the Planning Agency to make a finding that the disposition of the Property, as set forth herein, is consistent with the City's General Plan ("**Consistency Finding Matter**"). Buyer acknowledges that such consistency finding is solely within the discretion of the Planning Agency and the City of Laguna Hills and nothing in this Agreement is a promise or representation by Seller to Buyer of any result or outcome. If the Planning Agency fails to make a consistency finding by the date that is ninety (90) days following Buyer's execution of this Agreement, in accordance with Government Code Section 65402, then this Agreement shall terminate and be of no further force and effect unless otherwise provided herein and the Deposit shall be returned to Buyer.

16.4 Outside Date. Notwithstanding any provision to the contrary contained herein, if the Governmental Approval Date has not occurred by the date that is 365 days from the Effective Date, Buyer shall have the right to terminate this Agreement. In the event Buyer terminates this Agreement, the Deposit shall be returned to Buyer by Escrow Agent and this Agreement shall terminate and be of no further force and effect other than as provided herein. As used herein, the "**Governmental Approval Date**" shall mean and refer to the date that is the latest to occur of (i) the date the City Council of the City of Laguna Hills has approved this Agreement as provided in Section 16.1, (ii) the date the City Council/City Planning Agency of the City of Laguna Hills approves all Project Entitlement as provided in Section 16.2, (iii) the date the Planning Agency makes a finding that the disposition of the Property is consistent with the City's General Plan as provided in Section 16.3, and (iv) the Quiet Title Recording Date.

16.5 CEQA Compliance. The parties acknowledge that the City, as lead agency, prepared a Program Environmental Impact Report entitled City of Laguna Hills General Plan Program Environmental Impact Report, June 2009, State Clearinghouse #20080811100 ("PEIR"). The City Council for the City of Laguna Hills certified the PEIR on July 14, 2009. The City filed a Notice of Determination on July 15, 2009. The Moulton La Paz Project was expressly anticipated and studied in the PEIR. The City has prepared an initial study checklist and has determined that the Moulton La Paz Project is within the scope of the PEIR. Based on the initial study completed, the Moulton La Paz Project, which expressly provided for the sale of Parcel 1 as set forth herein, will not result in any new significant adverse effects that were not examined in the Program EIR, or require any new mitigation measures pursuant to CEQA Guidelines Section 15162. The applicable mitigation measures identified in the PEIR are incorporated into the design of the Project and will be imposed as conditions of approval, as appropriate. The City has determined, therefore, that no additional documentation is required. (Public Resources Code §§ 21083.3, 21166; Cal. Code Regs., Tit. 14, §§ 15168, 15162, 15183.)

16.6 Further Assurances. Buyer and Seller hereby covenant that each will, at any time and from time to time upon request by another, and without the assumption of any material additional liability thereby, execute and deliver such further documents and do such further acts as such party may reasonably request in order to fully effect the purpose and intent of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the date or dates set forth below:

SELLER:

CITY OF LAGUNA HILLS, a California
municipal corporation

By: _____
Name: Melody Carruth
Title: Mayor

Date: _____

Attest:

By: _____
Name: Peggy Johns
Title: City Clerk

Approved as to form by:

WOODRUFF, SPRADLIN & SMART

By: _____
Name: Gregory E. Simonian
Title: City Attorney

BUYER:

MOULTON LA PAZ, LLC, a Delaware
limited liability company

By: _____
Name: Fred C. Sands
Title: Chairman

Date: _____

By: _____
Name: Mark Slomann
Title: Chief Finance and Operating Officer

Date: _____

**EXHIBITS AVAILABLE
FOR
PUBLIC REVIEW
AND INSPECTION
IN THE
OFFICE OF THE CITY CLERK**

CITY OF LAGUNA HILLS

SUBJECT: Finding of Conformance with General Plan
Disposal (Sale) of Public Property as Described in SDPM/CUP/PUP No.
12-11-2131

Pursuant to California Government Code section 65402, the Planning Agency must find that the planned sale of the property is in conformance with the General Plan. The following items show that the sale of Parcel 1 of Final Parcel Map No. 2009-134 ("Parcel 1") to the applicant for purposes of development as described in the application for SDPM/CUP/PUP No. 12-11-2131 is in conformance with the General Plan.

- The City adopted a comprehensive update of its General Plan in July 2009 which identified the subject site as an "Opportunity Area." Opportunity Areas are those wherein future land use change is very likely to occur. In the case of the Moulton La Paz Opportunity Area, the land use change involved re-zoning of what is now known as Parcel 1 from open space to the Community Commercial zoning designation.
- The General Plan anticipated that Parcel 1 would contain expanded commercial area, as permitted in the CC zone, with the opportunity to enhance the existing commercial center to enhance the visual appeal of the center. Additionally, a portion of Parcel 1 along La Paz Road would be maintained as open space, including maintaining and improving the existing trail.
- Selling the property to the owner of the existing Moulton La Paz center allows Parcel 1 to be developed as a cohesive expansion of the existing center. This allows for greater flexibility in the design and layout of the new development on Parcel 1. Since the businesses located on Parcel 1 share parking and ingress/egress with the existing center, more space on Parcel 1 can be preserved for a landscape and trail easement along La Paz Road, as intended in the General Plan:

*"Local and regional trails and adequate drainage facilities at the corner of Moulton Parkway and La Paz Road will be retained and opportunities to enhance the visual appeal of the open space corridor will be explored."
(General Plan pp. LU25-26)*

- The proposed project has no residential component, as specified by the General Plan for this opportunity area (General Plan p. LU25).
- The center expansion combined with the City's adjacent open space plan meets General Plan Policies LU-1.6 and LU-2.2 by providing a strong link to the neighborhood center to attractive passive open space for pedestrians, cyclists, and equestrians. The proposed neighborhood center will have a direct entrance from the open space trail with bike racks and hitching posts.

“Policy LU-1.6: Increase opportunities for pedestrian and bicycle connections to activity centers by well-designed and shaded pathways.” (General Plan p. LU-31)

“Policy LU-2.2: Improve connections with surrounding uses by enhancing landscaping, providing pedestrian connections, incorporating green areas, and planting street trees.” (General Plan p. LU-31)

- The modifications and additions to the existing commercial center take into account the proximity to residential neighborhoods through the design of the buildings and type of uses proposed, meeting General Plan Policies LU-2.6 and LU-2.8. If this parcel was built out to its maximum potential under the development standards for the CC zone, the entirety of all buildings could be 40 feet high with two stories, making impacts to neighbors significant, especially those directly behind the center. Such impacts could include blocked views, increased noise (due to closer proximity to roof equipment), and loss of privacy due to windows from second stories. Instead, the developer has chosen a more conservative route, taking advantage of the maximum height limit only for relatively small roof features to add interest to the front of existing facades and placing the tallest, most massive structure (the market) further from residential properties. Additionally, no high traffic uses, such as drive-thrus are proposed for the center, preserving the neighborhood shopping center identity. While some residents remain concerned about the heights of some elements impacting their views, the developer has put forth the effort to balance sensitive neighborhood design with the visual appeal and economic marketability of the center.

“Policy LU-2.6: Discourage high traffic-generating uses such as drive-throughs adjacent to sensitive land uses such as schools, medical and assisted care facilities, and residential neighborhoods.” (General Plan p. LU-32)

“Policy LU-2.8: Minimize impacts to surrounding neighborhoods and land uses through context-sensitive site design and architecture.” (General Plan p. LU-32)

- The proposed sale for purposes of developing Parcel 1 also meets several General Plan Policies related to the General Plan Goal to “Encourage infill development that involves the revitalization of property in an economically and environmentally sustainable manner” (General Plan Goal LU-3, pp. LU-32-33)

“Policy LU-3.2: Encourage new development that uses land efficiently and offers flexibility to changing resident and shopping needs, contributing to the long-term vitality of the community.” (General Plan p. LU-32)

“Policy LU-3.3: Encourage safe, efficient pedestrian connections are made between adjacent neighborhoods, sidewalks, parking areas, and entrances to stores.” (General Plan p. LU-33)

“Policy LU-3.13: Use landscaping and urban design techniques to break up large parking areas and long monotonous walls in new

development and redevelopment projects.” (General Plan p. LU-33).

ATTACHMENT: General Plan Excerpt: Moulton La Paz Opportunity Area

Incorporating urban design techniques that combine elements of urban planning, architecture, and landscape architecture in the Land Use Plan will:

- Enhance the City's unique identity and character and contribute to a positive City image;
- Stimulate investment and strengthen the economic vitality of the City;
- Contribute to a positive physical image and identity of the City;
- Maintain and protect the value of property; and
- Maintain a high quality of life without causing unnecessary high public or private costs for development or unduly restricting private enterprise, initiative, or innovation in design.

Economic Development

Sustainable economic development and fiscal health are important goals for the City of Laguna Hills. Proactively pursuing economic development will provide more job opportunities for the City's residents and will produce more revenue, allowing the City to provide higher levels of service and provide community amenities and facilities. Economic development also increases opportunities for local businesses and property owners. Laguna Hills will also promote economic development as a way to improve the City's regional desirability, revitalize existing commercial areas, and enhance quality of life for all City residents.

The City has several strengths that make Laguna Hills a competitive and desirable business environment. The City's location within south Orange County and access to I-5 and SR-73 are significant assets for Laguna Hills. The City also has a strong job market with large office, professional, retail, and service employment centers. The City's jobs-to-housing ratio is 2.4, which is significantly higher than surrounding jurisdictions and Orange County as a whole. The Urban Village Specific Plan area, Alicia Gateway, and North Business Park areas provide multiple opportunities for residential development, mixed use, and commercial development. The City also has existing infrastructure in place to serve new development. Upgrading or expanding infrastructure may be necessary to facilitate additional growth.

The City recognizes that businesses are an important source of the City's economic well-being. Sales tax is the largest General Fund revenue source to the City (36 percent), and a significant contributor to the economic vitality of the City. Property taxes and motor vehicle in lieu fees also contribute significantly to the City's General Fund revenues at approximately 30 and 13 percent, respectively. Per capita retail sales remain consistently strong and are the second highest in the City's market area.

Retaining existing jobs and expanding and attracting new businesses are critically important to the City. The City will promote public-private partnerships, incentives, and a supportive business climate to retain and expand existing and attract new businesses.

New development or redevelopment in key areas will provide local opportunities and attract visitors and residents from the region, contributing to the financial base of Laguna Hills. The City will pursue additional shopping, entertainment, cultural activities, and performing arts venues in Laguna Hills to meet more needs locally, while benefiting the City and residents. Mixed use development will support small business enterprises and entrepreneurship as well as provide a variety of housing opportunities to the community. These development opportunities are available in the Urban Village Specific Plan area, Alicia Gateway, North Business Park, and Via Lomas areas. The City's aging commercial centers will also be redeveloped over time, providing additional economic opportunities.

The City will actively market suitable areas and sites with adequate infrastructure for new and expanding businesses and will collaborate with local and regional organizations to promote the City and advertise local events. As part of its economic development strategy, the City will also prioritize capital infrastructure requirements and pursue innovative financing mechanisms to enable timely implementation of such improvements.

OPPORTUNITY AREAS

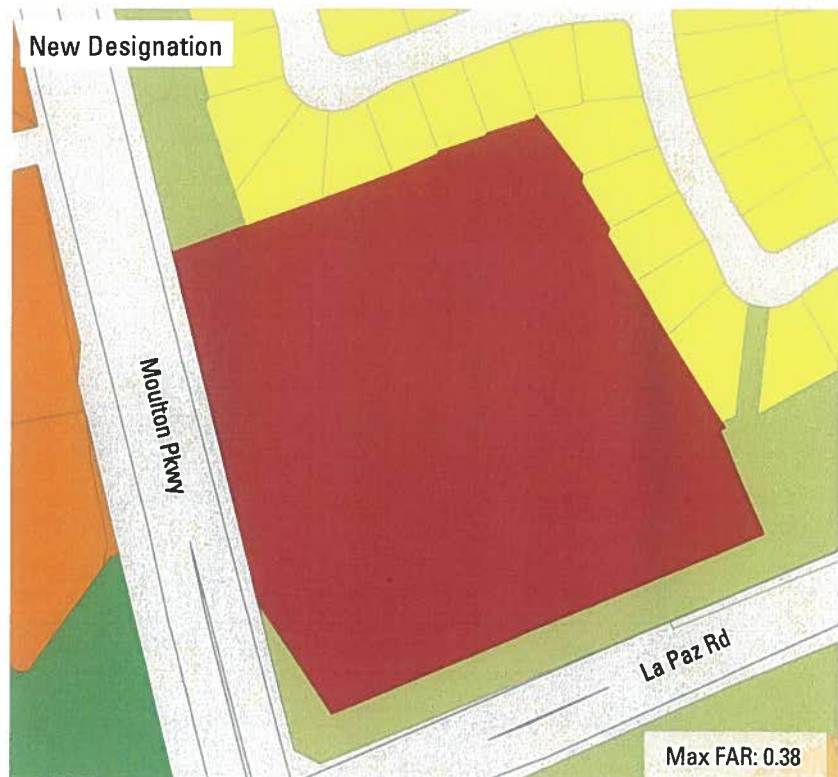
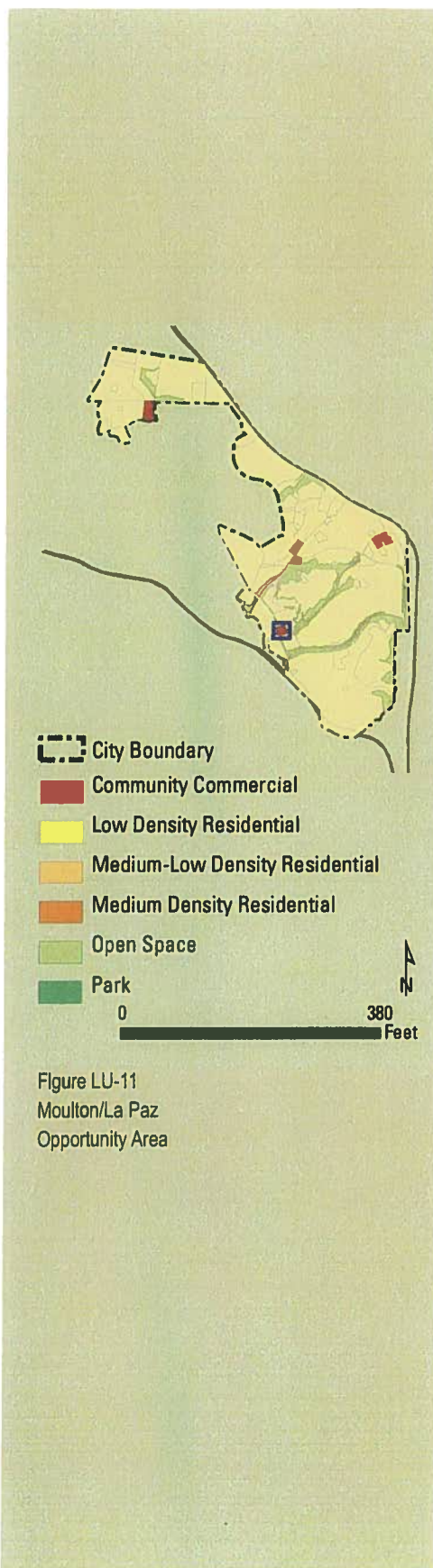
Opportunity areas represent sites within the City of Laguna Hills where future land use change is very likely to occur throughout the planning horizon of the General Plan. Each opportunity area has unique characteristics, opportunities, and constraints. The selection of the land use opportunity areas was the result of several months of collaboration and conversation between the public, City officials, City staff, and property owners. The selected opportunity areas represent sites in Laguna Hills that offer centrality and favorable market conditions and fulfill current needs for the City's commercial and housing markets in a changing economy. Finally, these sites offer the best potential for fulfilling the community's vision for Laguna Hills as described in the Guiding Themes.

As described in the following sections, this General Plan adjusts the land use designations in the opportunity areas. Outside of the opportunity areas, no major land use changes are anticipated to occur. The opportunity areas include Alicia Gateway, Via Lomas, and Moulton and La Paz.

Moulton and La Paz

The Moulton and La Paz opportunity area is located in southwest Laguna Hills and is bounded roughly by Moulton Parkway to the west, La Paz Road to the south, Alameda Avenue to the east, and the Moulton La Paz neighborhood to the north. Figure LU-11 depicts the location of the Moulton and La Paz opportunity area.

The predominant land use within the corridor is open space. Located near the southwest corner of this area is the Moulton/La Paz Center consisting of



commercial land uses, including neighborhood retail stores, restaurants, and professional offices. The General Plan designation for this area is Community Commercial.

The key opportunity in this area is to extend the Community Commercial land use designation about 150 feet south. This would result in the loss of approximately 2.2 acres of unimproved, dedicated open space. This open space primarily consists of dirt and interspersed eucalyptus trees. The extension of the Community Commercial designation could allow redevelopment of the area with a minor expansion of square footage to commercial buildings, and reorient commercial buildings toward the street. Reorientation would improve the pedestrian environment along La Paz Road and create an active presence on the street by placing parking behind buildings away from the street. No residential development is allowed in this opportunity area. Local and regional trails and

adequate drainage facilities at the corner of Moulton Parkway and La Paz Road will be retained and opportunities to enhance the visual appeal of the open space corridor will be explored.

The Land Use Plan for Moulton and La Paz is based upon development objectives established in the goals and policies of the Land Use Element and is consistent with the vision established in the Guiding Themes. Redevelopment may provide some additional square footage for new business opportunities, which would contribute to the City's fiscal health and economic sustainability. This area could also be reconfigured to stimulate pedestrian activity on adjacent streets. Sustainable building methods and energy efficiency principles will also enhance the environment. Figure LU-12 illustrates planning concepts for the Moulton and La Paz opportunity area.

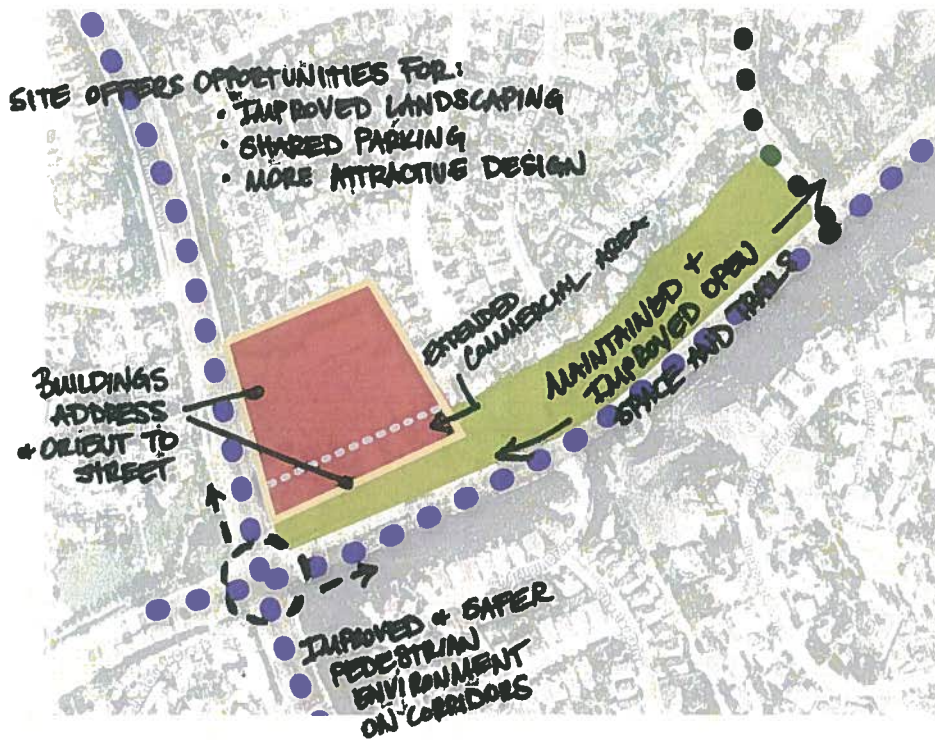


Figure LU-12
Moulton/La Paz Opportunity
Area Planning Concept

FUTURE STUDY AREAS

The City of Laguna Hills contains future study areas that have been considered for revitalization in the future. The Land Use Plan does not change any of the land use designations in the areas identified as future study areas. However, opportunities exist to redevelop, improve, or intensify some of the land uses in the future study areas. This section describes the North Business Park, Urban Village, La Paz Gateway, and Alicia Parkway/Aliso Hills Park Triangle future study areas. Figure LU-13 depicts the locations of the future study areas.

**Letter of Justification
Moulton La Paz Shopping Center
Vintage Real Estate, LLC**

History and Overview

The existing Moulton La Paz Shopping Center (Project) owned by Vintage Real Estate, LLC (Vintage), a Fred Sands Company, is located at 26534 – 26562 Moulton Parkway, along the east side of Moulton Parkway, north of La Paz Road in the City of Laguna Hills, California (Please see Exhibit 1 Vicinity Map). The existing single level center opened in 1987 on 6.9 acres has twenty-two (22) stores located in four (4) buildings with a total floor area of 59,107 square feet (SF) and 315 parking stalls. (See Exhibit 2-Existing Site Plan) The major tenants today are O'Reilly Auto Parts, Chuck E. Cheese and Big 5 Sporting Goods.

In the five (5) mile trade area surrounding the project, there is a population of 306,687 people with an average household income of \$119,067 and a median age of forty (40) years.

The project site is currently zoned "CC" and is designated at "Community Commercial" on the City of Laguna Hills Land Use Map.

Current Center

Moulton La Paz Shopping Center has successfully provided a variety of retail and restaurant goods and services for the surrounding Laguna Hills community. Vintage markets the existing center to potential new tenants on a day-to-day basis in addition to all the International Council of Shopping Center events across the United States. The property has always had a positive cash flow even in the current economic conditions.

Almost as soon as the City amended the General Plan and rezoned the adjacent 3.36 acre City owned parcel at the northeast corner of Moulton Parkway and La Paz Road to Retail/Commercial, Vintage and the City began to discuss the purchase of the property by Vintage.

Benefits of Combining Properties

Combining the City parcel with the existing shopping center is the highest and best use for the property. Site plan studies laying out the City parcel as a stand-alone site not connected to the existing adjacent center, clearly indicate that the potential to develop and generate income from a stand-alone project, located only on the City parcel, is less than the economic potential generated in combining the two sites and creating a composite site layout. The best site layout is achieved by using the current existing parking field in combination with new buildings and parking on the City parcel. Combining the two properties together, allows efficiencies of use and parking that cannot be achieved if the properties remain separate. Therefore, Vintage is willing to pay the City more for the parcel than can be paid by a separate third party developer who would be able to only use the City's 3.36 acre site.

Increasing the land and building area of the existing retail center by combining the two properties will enable a newer larger Moulton La Paz Shopping Center to attract and accommodate a variety of new national and local tenants and retail uses currently unavailable to the community in this location. A larger composite center will allow Vintage to secure an anchor tenant which will create the capability to lease to superior tenants that are more suited to the community. Vintage believes the best anchor tenant for the center will be a higher end market.

Having a high end market as the anchor will serve as the catalyst to energize the center allowing Vintage to be able to:

- i) re-tenant and re-merchandise the center with a more desirable, higher-level tenant mix that would better reflect the needs and preferences of the community;
- ii) develop new re-designed building facades for the new and existing buildings;
- iii) allow the lease-up for current vacancies with quality tenants;
- iv) attract a client base and tax dollars from outside the Laguna Hills' city limits;
- v) significantly increase the sales tax and property tax revenue to the City from the project and;
- vi) offer shopping goods and services for the surrounding community that are not currently available.

These new tenants will generate substantial improvement in the overall retail tenant mix of the composite center that will allow the current Project's existing building facades to be redesigned in a more attractive manner to appeal to both a wider variety of new tenants as well as the community. Overall, the new mix of tenants, some as large as 20,000+ SF, will benefit the surrounding community by providing retail and restaurant services currently not available. It is Vintage's goal to secure tenants that will be especially suited to the specific needs of the surrounding community.

Proposed Project Overview

The proposed Project includes the construction of three new buildings with a total area of 32,100 SF to accommodate a 20,400 SF anchor store, and 11,700 SF of retail space within Shops C and Shops D. The proposed Project also includes a 3,002 SF net floor area reduction by modifying the existing 7,922 SF O'Reilly Auto Parts into a 4,920 SF bank (See Exhibit 3-Proposed Site Plan). Upon completion, of the proposed expanded Project, the Moulton La Paz Shopping Center will have a total floor area of 88,205 SF, which represents a net floor area increase of 29,098 SF over the existing floor area of 59,107 SF. A total of 444 parking spaces will be provided at Moulton La Paz Shopping Center upon completion of the proposed Project.

Access to the project site will continue to be provided from two existing driveways on Moulton Parkway and one existing driveway on La Paz Road. Exhibit 3 presents the proposed site plan for the Moulton La Paz Shopping Center prepared by Fuscoe Engineering and Nadel Architects.

Slightly less than 50% of the existing center's parking field will be re-graded to reduce the existing parking field slopes to make the entire existing parking field more level and more acceptable to future tenants such as a grocery or market. The entire existing center's parking field will be re-surfaced, re-stripped and re-landscaped to match the new parking that will be constructed on the City's parcel. There will be a smooth transition and easy access from the existing parking onto the new parking. The result will be a composite site parking field that will appear completely new because it will be new and constructed together at one time.

The leasing goals of Vintage are to secure a larger anchor tenant that would justify the complete redevelopment of the Moulton La Paz Shopping Center. This would include a considerable design upgrade of all of the existing building facades facing the streets and tying the upgraded existing building design to the new design of the three new buildings. Nadel architects are proposing a "California Style" of architecture.

Architectural Design

The existing retail center's design and environment is primarily functional in nature. The absence of distinct architectural features and materials in the current façade design fails to provide an inviting pedestrian scale and sense of place. The proposed redesign and repositioning of the composite Project reimages the older buildings together with the new buildings into a California Coastal vernacular. Great attention has been given to both the new and existing components of the composite Project to insure that a cohesive architecture style will be found in all aspects of the design.

Distinct architectural features providing interest and scale, proposed variation of parapet heights, roof elements, louvered awnings and shade structures will collectively create an inviting 'shopping village' environment. A rich and varied palette of chosen colors will further emphasize this village feel. The result will be to be a new positive amenity to the local community. Articulated exterior elevations fronting the surrounding streets will create a presence that is more contiguous with the surrounding, distinct architectural style of Laguna Hills, thus reinforcing the desirable lifestyle of this Southern California Coastal Community.

Parking and Traffic

Linscott Law & Greenspan engineers met with City of Laguna Hills Public Services staff and determined that four intersections should be studied. A complete summary of finding and conclusions was generated in an 88 page report provided to staff. Briefly,

- i) the four key study intersections currently operate and are forecast to continue to operate at an acceptable service level during the AM and PM peak hours with the addition of Project generated traffic to existing traffic;
- ii) All three project driveways are forecast to operate at acceptable or better standards during the AM and PM peak hour for the new Project. Motorist entering and exiting

- the Project site will be able to do so comfortably, safely and without undue congestion;
- iii) Internal circulation for the proposed Project site plan is adequate for small service/delivery trucks, trash trucks and large trucks;
 - iv) The results of the shared parking analysis, which is based on the ULI Shared Parking methodology, validate that the proposed parking supply in the expanded Project, will provide adequate parking at the Project during peak hours of a "typical" weekday and weekend day.

Landscape

All the existing landscaping along the full length of Moulton Parkway will be replaced with new. The existing bridle trail will be improved and re-landscaped as well. The main existing parking field will be planted in Brisbane Box (*Tristania*) trees arranged in a "point grid" that suggest an orchard or "parking plaza" for the Project. Each *Tristania* will set in six foot by six foot (6' x 6') diamond cut in the asphalt trimmed with a flush concrete edge and filled with decomposed granite to allow for water flow through to the tree roots. The trees will be planted per City Code.

The existing landscape planting was designed and installed in 1987. The shopping center's most prominent landscape element is the off-site landscape within the Equestrian Trail and the existing open space spine. This landscape is dominated by existing *Eucalyptus* trees, which provide a pleasing skyline backdrop to the east for the buildings. Turf was been planted in the existing end islands, which does little to break up the expanse of the existing parking lot asphalt. The perimeter planting along Moulton Parkway is a mix of turf, *Agapanthus Africanus* ("Lily-of-the-Nile"), *Tulbaghia violacea* ("Society Garlic"), *Ligustrum Japonicum* 'Texanum' ("Wax-Leaf Privet") and various over-trimmed shrubs. The planting on the slope behind the existing buildings complements that of the nearby slopes of the adjacent residential neighborhoods.

The proposed landscape concept for the new Moulton La Paz Center features a formally ordered landscape ("culture") set within an informal landscape ("nature") that will extend the proposed landscape for the Open Space Spine along La Paz Road into the center. The order within the center is created by a grid of *Tristania* trees planted within the Primary Parking Lot. These regularly spaced and aligned trees disguise the irregularities in the arrangement of the existing buildings and create a "plaza" that "happens to have cars within it." The native and drought tolerant plants that are proposed for the secondary parking lots, building foundation planting and the perimeter continue the species and naturalistic style that will be the signature of the City's proposed Open Space Spine's landscape. The landscape concept for the new Moulton La Paz Center is inspired by the striking character and beauty of the existing skyline planting and the sensible proposals for the enhancement of the Open Space Spine.

Because of special tenant leasing possibilities, Vintage wants to work closely with the City to move as quickly as possible to secure the purchase of the City property. Vintage wants to be

Letter of Justification
Moulton La Paz Shopping Center

back in front of the City Council in the upcoming mid-March meeting. The goal is to start construction in April 2012 and have the market open by December-January of 2013.

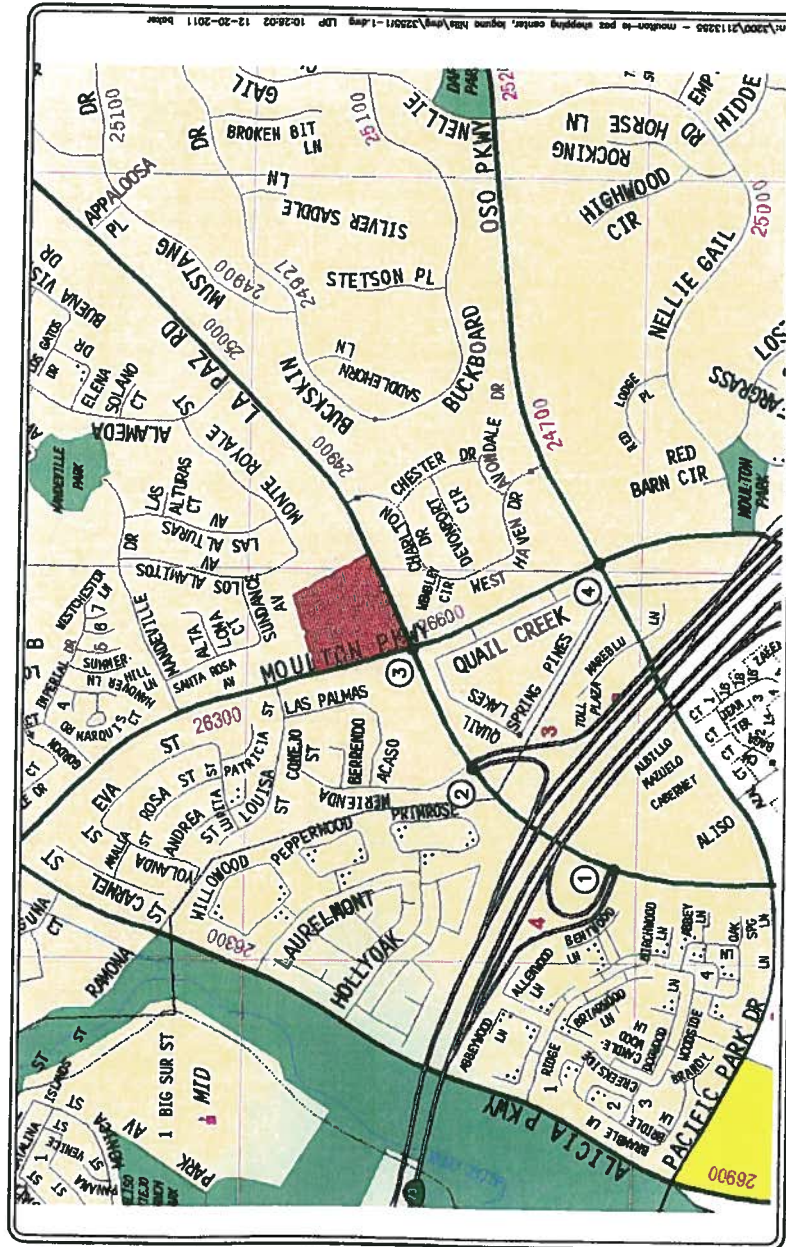


Exhibit 1

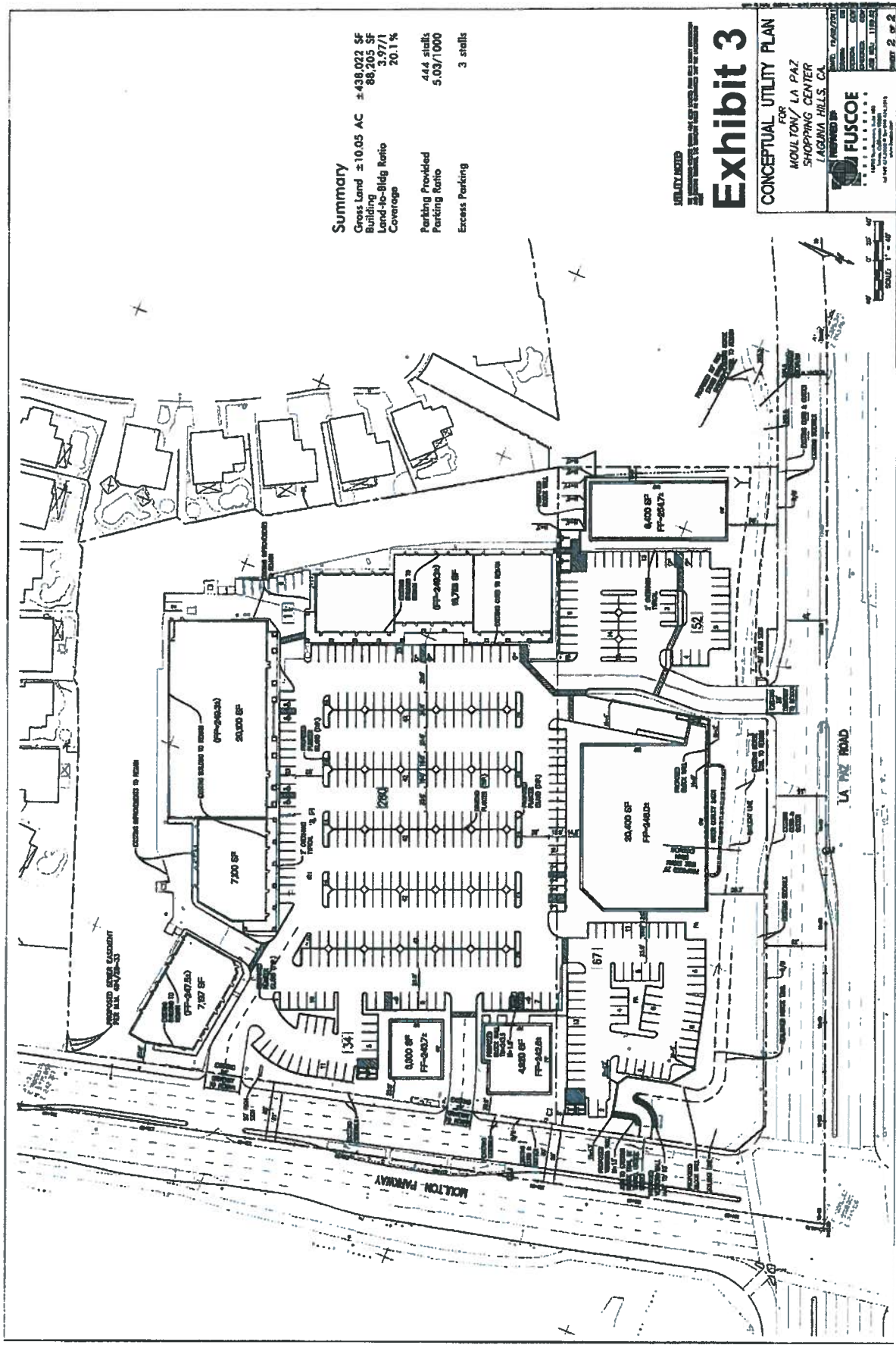
Letter of Justification
Moulton La Paz Shopping Center



Exhibit 2

Letter of Justification

Moulton La Paz Shopping Center



Summary

Gross Land	± 10.05 AC	± 438,022 SF
Building		88,205 SF
Land-to-Bldg Ratio		3.97/1
Coverage		20.1 %
Parking Provided		444 stalls
Parking Ratio		5.03/1000
Excess Parking		3 stalls

NOT TO SCALE

Exhibit 3

CONCEPTUAL UTILITY PLAN

FOR
MOULTON/ LA PAZ
SHOPPING CENTER
LAGUNA HILLS, CA



FUSCOE
11111 S. LA BREA AVE.
LOS ANGELES, CA 90001
TEL: (213) 475-1111
FAX: (213) 475-1112
WWW.FUSCOE.COM

DATE: 12/15/2011
BY: J. FUSCOE
CHECKED: J. FUSCOE
SCALE: 1" = 40'



INITIAL STUDY

Moulton La Paz

SDPM/MSP/CUP/PUP No. 12-11-2131

Prepared By:

City of Laguna Hills
Community Development Department
24035 El Toro Road
Laguna Hills, CA 92653

April 2012

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Section 1: Project Description

1.1 – Project Title

Moulton La Paz

1.2 – Lead Agency Name and Address

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

1.3 – Contact Person and Phone Number

Katie Crockett
Planning Aide
City of Laguna Hills
Phone: 949.707.2672
Fax: 949.707.2633
Email: kcrockett@ci.laguna-hills.ca.us

1.4 – Project Location

The project site is located along the north side of La Paz Road, east of Moulton Parkway (see Figure 1).

1.5 – Project Sponsor's Name and Address

Moulton La Paz, LLC
11611 San Vicente Blvd, 10th Floor
Los Angeles, CA 90049

1.6 – General Plan Land Use Designation

The subject site is located within the Community Commercial and Open Space 3 (Landscape Corridor) land use designations.

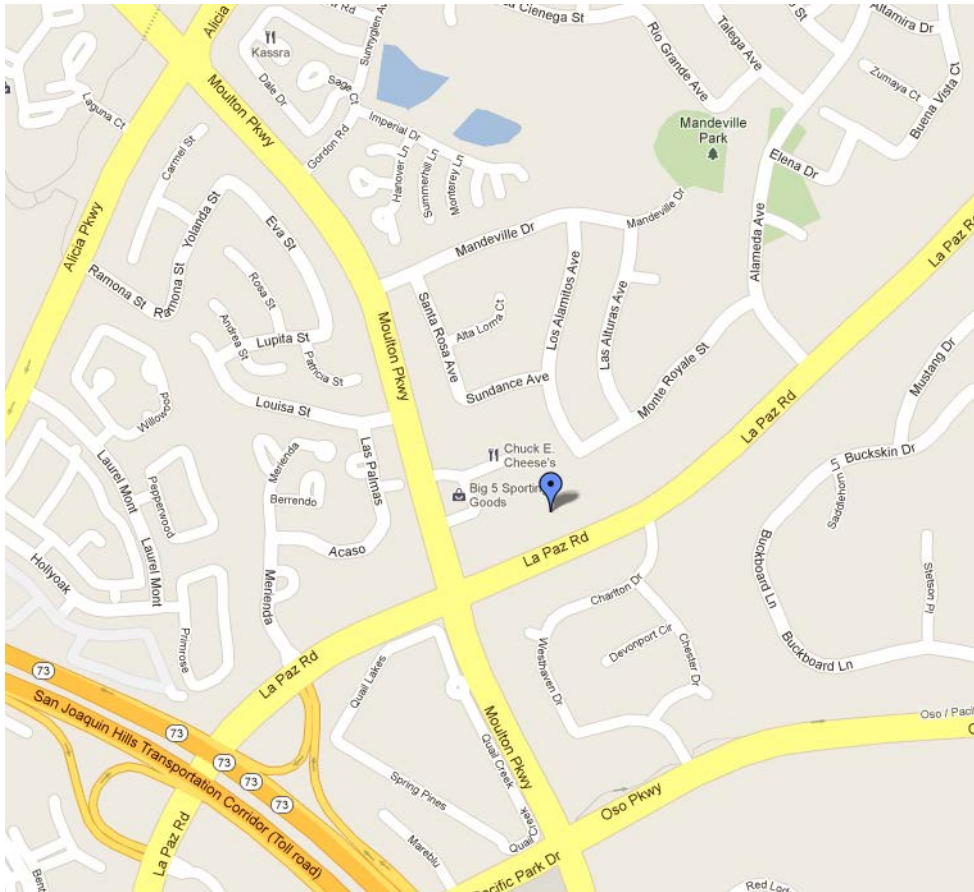
1.7 – Zoning District

CC (Community Commercial) and OS-3 (Landscape Corridors)

1.8 – Project Description

The “project” for purposes of this environmental checklist encompasses one project in two distinct phases. The first phase is the renovation of the existing Moulton La Paz shopping center and its expansion over Parcel 1 (3.365 acres) of Final Parcel Map No. 2009-134, located at the intersection of Moulton Parkway and La Paz Road, while the second phase involves the environmental remediation, restoration, and enhancement to Parcel 2 (7.903 acres) of Final Parcel Map No. 2009-134, a City-owned open space landscape corridor, including trail improvements, minor grading, and landscaping. The project will take place over +/- 17.8 acres involving an existing 6.69 acre shopping center and a City-owned parcel of 11.2 acres.

Figure 1: Vicinity Map



Phase 1 – Developer's Renovation and Expansion of the Moulton La Paz Shopping Center

The Moulton La Paz shopping center is currently 6.69 acres, comprised of 22 stores in 4 buildings with a total floor area of 59,107 square feet and associated parking fields and landscape area. The existing center is zoned CC (community commercial). This designation has been in existence for this property since the City developed its first zoning map upon incorporation. The development standards for this zoning designation have not changed since this zoning district was established. The project involves expansion of the existing center onto approximately 3.3 acres of open space area currently owned by the City (see Appendix A). The expansion of the commercial center will produce a net increase of 29,098 square feet of commercial area accomplished through the construction of a new +/- 20,400 square foot free-standing market in the southwest portion of the site, the construction of a new 8,400 square foot free standing retail building in the southeast portion of the site, a new 3,300 square foot retail building on the west side of the site adjacent to Moulton Parkway, and the renovation of an existing +/- 8,000 square foot retail building resulting in a partial demolition of the building down to 4,920 square feet. The exterior of all buildings in the existing center will be remodeled to provide an updated look, consistent with the architecture of the new buildings.

While existing buildings are typically 25-30 feet high, the renovations will introduce new architectural roof elements such as decorative hip and gable roof features over some tenant spaces that reach as high as 40 feet. There are nine such features for existing "in-line" buildings located adjacent to the north and east

property lines. The in-line buildings are +/- 400 feet in length. Generally, the new roof elements are spaced every 20-40 feet to add visual interest to the redesigned building facades and do not cover the entire roof surface area. They a depth of approximately 20 feet over a roof that spans 60 to 100 feet depending on the size of the tenant space. Between the roof elements, the existing building heights will be maintained. The new retail buildings less than 10,000 square feet will exhibit the same features – main building roof lines will be maintained around 25 feet with decorative roof elements reaching up to 35 feet and a depth of 20 feet over roofs that span 60 feet.

The proposed market building located adjacent to La Paz Road will be of a different architectural character since the building bulk and mass is more substantial measuring 130 feet by 170 feet. The building roof line varies between 28 to 44 feet with higher roof elements located at building corners and the main building entrance. Although gable and hip roof elements are also used, the elements have more depth and bulk than the roof elements of the smaller retail buildings to account for the market's larger building footprint.

Other appurtenant site improvements will also be redesigned, renovated, or reconfigured. The existing parking field will be re-graded, striped, and landscaped to be more efficient and functional as well as integrate the new parking areas. The renovation of the center will also include the construction of on-site underground water detention facilities to ensure compliance with the City's water discharge obligations under its municipal storm water National Pollutant Discharge Elimination System (NPDES) permit applicable to the project area. See Appendix B for site plan information.

Since the Phase 1 commercial shopping center improvements will result in development on a portion of a city-owned open space parcel (i.e., Parcel 1), the project includes the sale of +/- 3 acres of the open space parcel to the property owner of the existing shopping center. To facilitate the sale, the City Council must approve a "Purchase and Sale Agreement". The Agreement conveys the +/- 3 acres of land owned by the City which is needed to complete the Phase 1 improvements to the owner of the shopping center and also provides easements for landscaping, an equestrian trail, storm drains, access, and water quality improvements. Although the sale conveys +/- 3 acres of property, easements retained by the City will allow the City to set aside and reserve approximately one-acre for open space purposes related to equestrian trail purposes. The project contemplates the concurrent processing of the environmental clearance, the land use entitlements, and approval of a proposed Purchase and Sale Agreement.

The scope of improvements proposed for Phase 1 will also include grading of 11,000 cubic yards over the entire project site, the grubbing and clearing of existing stands of eucalyptus trees (totaling around 80 in number) located on the City-owned open space Parcel 2, and the construction of water quality improvements designed to retain 0.04 acre feet of storm water runoff to comply with NPDES/Hydro modification requirements. The bulk of the grading will raise the elevation of the open space parcel on which the proposed market building, a new retail building, and the related parking areas will be constructed in order to be compatible with the grades of the existing shopping center. For example the existing in-line shops maintain a "finished floor" (FF) elevation of 249 feet while the proposed market building will maintain a finished floor elevation of 246 feet. The existing grades over the open space parcel are as low as 237 feet on the low end and as high as 252 feet on the high end. As a result of the varying

grades on the open space parcel, lower areas of the parcel will receive artificial fill and higher areas will be lowered as needed in order for the parcel to be at a grade compatible with the rest of the center.

Phase 2 –The City’s Open Space Environmental Remediation and Restoration Project

In a second phase to the project, the City will environmentally remediate, restore, and enhance Parcel 2 (7.903 acres) of Final Parcel Map No. 2009-134, which is the remainder of its open space along the north side of La Paz Road, between the commercial center and Alameda Avenue. Although there is an existing unimproved equestrian trail, Parcel 2 has never been developed as scenic open space or for regional trail purposes as originally intended. Instead, it is the subject of neglect, it has not been irrigated or maintained, and has become a blighted eyesore consisting of bare dirt, exposed pipes and manhole covers, interspersed eucalyptus trees, trash, and random debris. In its current condition, Parcel 2 serves no beneficial purpose to the neighboring subdivision or to the public at large. The City's proposed environmental remediation, restoration, and enhancement of Parcel 2 will include renovations to the existing unimproved equestrian trail such as fencing and a dedicated trail path, new pedestrian walking and biking paths, and new landscaping consisting of over 200 trees, the installation of ground cover, and new slope planting. General decorative pedestrian bollard pathway lighting will also be included but will not exceed four feet in height. Appendix C depicts the proposed open space improvement plans.

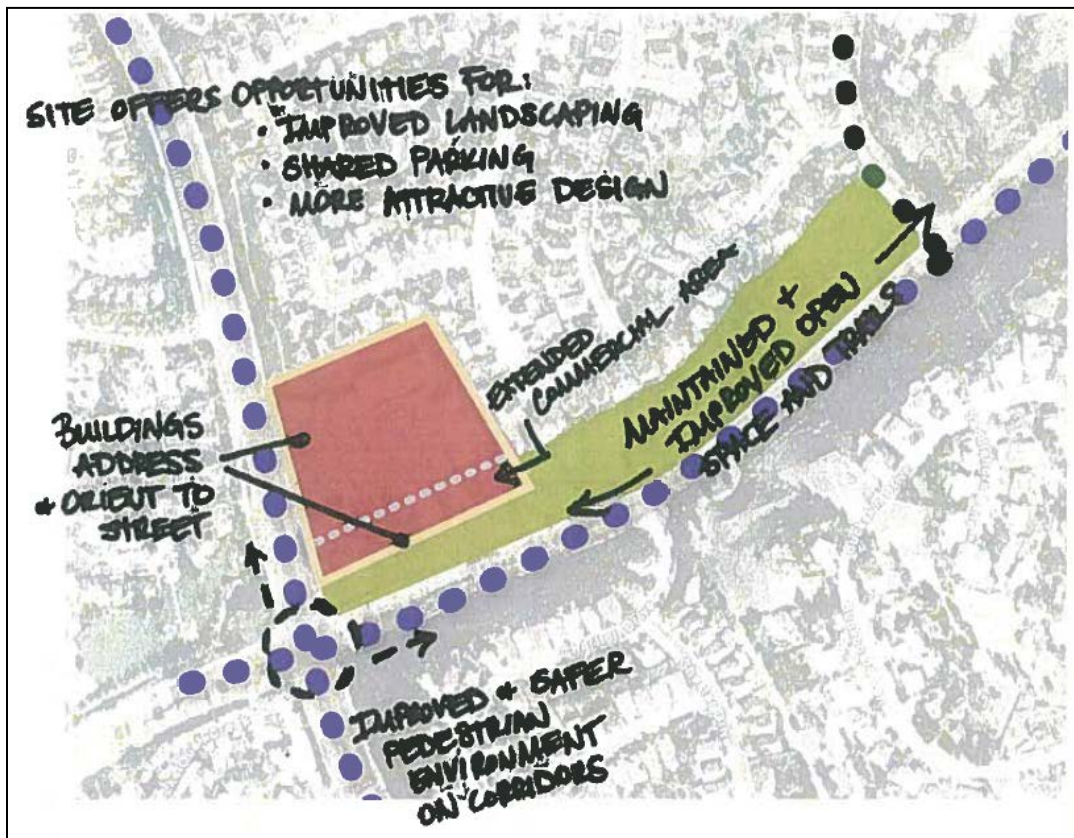
To accomplish the remediation and restoration of the City’s open space parcel in Phase 2, any fine site grading not completed in Phase 1 will occur and is expected to require the movement of less than 500 cubic yards. Installation of all landscaping and irrigation improvements, construction of new trails, enhancements to the existing equestrian trail, sidewalks, street trees and appurtenant improvements such as light bollards for trail lighting, equestrian trail fencing, landscaping boulders, park signage, low seat walls are anticipated. General site drainage improvements will include the installation of concrete swales and small 4-inch underground area drains as needed. Since the site slopes naturally from east to west, all drainage would be directed to a proposed detention basin to be installed in Phase 1.

1.9 – Project History

During the most recent General Plan update (2009), the City designated this site as an “opportunity area.” According to the General Plan, an opportunity area is a site where future land use change is very likely to occur throughout the planning horizon of the General Plan. Opportunity areas represent sites in Laguna Hills that offer centrality and favorable market conditions and fulfill current needs for the City’s commercial and housing markets in a changing economy. The Moulton La Paz opportunity area is characterized by open space, placed in such a way that it creates a natural opportunity for commercial expansion at the intersection of Moulton Parkway and La Paz Road, while maintaining an improved open space corridor and trail system on the majority of the space. At the time of the adoption of the General Plan, in anticipation of this project, a portion of the open space corridor closest to the intersection (and the existing commercial center) was re-designated as Community Commercial and was subsequently re-zoned Community Commercial. No changes were made in the development standards for this zoning designation.

While the City considered other opportunities for the site, the owners of the existing center and the City both recognized the potential for the additional commercially zoned parcel to be incorporated into the existing center, creating one cohesive center, as opposed to a second stand-alone center.

Figure 2: General Plan Opportunity Area Concept



1.10 – Use of the Previously Certified Program EIR

As a part of the General Plan comprehensive update process, the City of Laguna Hills General Plan Program EIR (State Clearinghouse Number 20080811100) was certified pursuant to the requirements of the California Environmental Quality Act, Public Resources Code Sections 21000 *et seq.*, and its implementing guidelines, California Code of Regulations, Title 14, Sections 15000 *et seq.* (collectively, “CEQA”). As defined by CEQA Guidelines Section 15168(a), “A program EIR is an EIR which may be prepared on a series of actions that can be characterized as one large project and are related either: (1) Geographically; (2) As logical parts in a chain of contemplated actions; (3) In connection with issuance of rules, regulations, plans, or other general criteria to govern the conduct of a continuing program; or (4) As individual activities carried out under the same authorizing statutory or regulatory authority and having generally similar environmental effects which can be mitigated in similar ways.”

The Program EIR evaluated potential environmental impacts expected due to implementation of all aspects of the General Plan, including expected new construction. CEQA Guidelines Section 15168(c) states that “Subsequent activities in the program must be examined in light of the program EIR to determine whether an additional environmental document must be prepared.” The following are the regulations for using a program EIR for subsequent projects as listed in CEQA Guidelines 15168(c):

1. If a later activity would have effects that were not examined in the program EIR, a new initial study would need to be prepared leading to either an EIR or a negative declaration.
2. If the agency finds that pursuant to Section 15162¹, no new effects could occur or no new mitigation measures would be required, the agency can approve the activity as being within the scope of the project covered by the program EIR, and no new environmental document would be required.
3. An agency shall incorporate feasible mitigation measures and alternatives developed in the program EIR into subsequent actions in the program.
4. Where the subsequent activities involve site specific operations, the agency should use a written checklist or similar device to document the evaluation of the site and the activity to determine whether the environmental effects of the operation were covered in the program EIR.
5. A program EIR will be most helpful in dealing with subsequent activities if it deals with the effects of the program as specifically and comprehensively as possible. With a good and detailed analysis of the program, many subsequent activities could be found to be within the scope of the project described in the program EIR, and no further environmental documents would be required.

Staff has prepared this document and checklist to evaluate whether or not the General Plan Program EIR has adequately analyzed the potential impacts of the Moulton La Paz project. The analysis contained in this Initial Study incorporates by reference the documentation contained in the City of Laguna Hills General Plan Program EIR. Therefore, each topic discussed in this Initial Study includes an overview of the impacts to the environment evaluated in the certified General Plan Program EIR, a comparison between this proposed project's effects on the environment and the effects evaluated by the General Plan Program EIR, and a determination as to whether or not the proposed project's physical effects on the environment are within the scope of those analyzed in the General Plan Program EIR to ensure that no new significant impacts occur that were not disclosed under the General Plan Program EIR. The applicable mitigation measures that are being carried forward and incorporated into the project are also identified in this Initial Study to ensure that the potentially significant effects identified by the City's General Plan Program EIR as a result of the implementation of the City's general plan are mitigated (pursuant to CEQA Guidelines Section 15168(c)).

¹ CEQA Guidelines Section 15162 sets forth the basis for requiring subsequent environmental documents. No subsequent environmental document is required unless one or more of the following circumstances is present: (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following: (a) The project will have one or more significant effects not discussed in the previous EIR or negative declaration; (b) Significant effects previously examined will be substantially more severe than shown in the previous EIR; (c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or (d) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

In addition, Public Resources Code Section 21083.3. provides that certain projects that are consistent with the development density established by existing general plan policies for which an EIR was certified do not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site that were not addressed in the prior EIR. (See also CEQA Guidelines § 15183.) This Initial Study also documents the project's consistency with the requirements of Public Resources Code Section 21083.3.

1.11 – Surrounding Land Uses & Setting

The subject property is surrounded by residential uses. Residential uses to the south and west are separated from the site by Moulton Parkway and La Paz Road, divided six-lane roads at the intersection. Traffic counts taken in 2008 indicated the intersection of Moulton La Paz operates at a Level of Service A. State Route 73 is located approximately 1,500 feet to the west from the site as is the City boundary with Aliso Viejo.

The project site sits lower than residential uses to the north, south, and east by approximately 25 to 50 feet and is roughly at the same grade as residential uses to the west. Residential uses to the north and east are 25-40 feet higher than the existing shopping center that is part of the project while residential uses to the south are over 50 feet higher. A linear +/- 10.8 acre open space area owned by the City which runs along La Paz Road is generally 10-15 feet lower than residential uses that abut it to the north. As a result of the existing topography in the area, some homes contiguous to the shopping center on Monte Royale, Sundance and Los Alamitos Avenues have views of the San Joaquin Hills west of the City. Homes contiguous to the City's open space have views of La Paz Road and the vegetated slope of an adjoining residential neighborhood across La Paz Road to the south. The City's open space provides a +/- 250 foot buffer between La Paz Road and homes located on Monte Royale.

The City's open space parcel is the westerly terminus of what once was a tributary branch of Aliso Creek. The drainage course has since been removed as a result of the installation of a 66-inch RCP storm drain in the early 1980s. The resultant open space extends up La Paz Road an additional mile to Paseo De Valencia. The open space area which is part of the project includes stands of eucalyptus trees. The entire parcel has been routinely maintained and is covered in mulch for weed abatement purposes. Subterranean tunnels located at the parcel's west property line and midway up the south property line provide equestrian users in the area with a trail linkage between the City's Nellie Gail residential equestrian community south of the site and equestrian trail opportunities outside the City to the west.

The area is served with all utilities and services needed to support suburban residential and commercial activities.

1.12 – Other Required Public Agency Approvals - None

Section 2: Determination

2.1 – Environmental Factors Potentially Affected

- | | | |
|--|---|---|
| ☐ Aesthetics | ☐ Agriculture Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Geology /Soils |
| ☐ Hazards & Hazardous Materials | ☐ Hydrology / Water Quality | ☐ Land Use / Planning |
| ☐ Mineral Resources | ☐ Noise | ☐ Population / Housing |
| ☐ Public Services | ☐ Recreation | ☐ Transportation / Traffic |
| ☐ Utilities / Service Systems | ☐ Mandatory Findings of Significance | |

2.2 – Determination

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☒ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are incorporated in the design of the project or imposed upon the proposed project, nothing further is required pursuant to Public Resources Code Sections 21168 and 21083.3; Title 14, Chapter 3, Sections 15162, 15168, and 15183 of the California Code of Regulations.



David Chantarangsu

Community Development Director, City of Laguna Hills

4/19/2012

Date

Section 3: Evaluation of Environmental Impacts

3.1 Aesthetics

Program EIR Overview:

Discussion of aesthetic issues related to implementation of the General Plan is contained in section 5.1 of the General Plan Program EIR. The General Plan Program EIR states that Laguna Hills is an urbanized area, so additional development in the General Plan is not expected to have significant impacts on aesthetics in most cases. However, the City does have many landscape corridors such as the landscape corridor along La Paz Road in the project area. Additionally, the EIR notes that existing regulations are in place to protect existing development from negative aesthetic impacts, including the Municipal Code and Zoning Ordinances. The EIR concluded that with incorporation of the recommended mitigation measures, implementation of the General Plan would not result in any significant aesthetic impacts.

Specific project impacts were identified in the General Plan Program EIR indicating that the conversion of a portion of the City's open space to a commercial land use, as proposed by the project, could result in a potentially significant impact to scenic resources. However the General Plan EIR concluded that the implementation of mitigation measures would reduce any potentially significant impacts to a less than significant level.

Discussion of Project Impacts: The project would result in the conversion of approximately 2.2 acres of existing open space to a commercial land use as anticipated in the General Plan Program EIR.

General Plan EIR Mitigation Measures:

Mitigation Measures identified in the General Plan Program EIR and applicable to the Moulton La Paz project are listed below:

A-1 The City shall plan and encourage strong unifying gateways at major entrances to the City and in community activity centers, and new private and public infrastructure and development projects to achieve strong gateway features through the use of signage and iconic design, architecture, and/or landscaping components that communicate Laguna Hills' identity and character.

A-2 [The City shall] Enhance the City's identity and promote walkability by developing a program whereby businesses or residents may sponsor street furniture, public art, and/or landscaped areas; continue to install public amenities such as streetscape, lighting, and landscaping.

A-3 The City shall require that as new development and revitalization projects come forward, the City will work with developers to preserve scenic vistas and vistas of natural and man-made landmarks visible from public locations and streets.

A-5 Review discretionary proposals to assess the compatibility of proposed development with adjacent/surrounding uses and activities, including the requirement of site design, buffers, architectural and

buffering techniques, and other measures to be incorporated into projects to ensure compatibility between uses and activities.

A-6 Review development and revitalization projects for consistency with Zoning Ordinance Section 9-40, Design Regulations and Standards.

Level of Significance after Mitigation. No unavoidable significant impacts related to Aesthetics were identified in the General Plan Program EIR.

Moulton La Paz Project Checklist and Responses

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	☒
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

a) No Impact. For the proposed project, the General Plan Program EIR determined that new development on the open space parcel had the potential to affect scenic vistas and resources since a portion of an open space resource would be converted to a commercial land use. However the EIR concluded that with incorporation of mitigation measures A-1 through A-3, impacts on scenic vistas would be less than significant. The proposed project implements mitigation measures A-1 through A-3 by providing a strong architectural design. Existing commercial buildings maintain very little wall articulation, expansive mansard roofs and a stucco exterior that was very typical of strip commercial shopping centers built in the 1980s and which has very little visual interest. It does not depict the higher quality architectural standards that mark the City's residential neighborhoods or newer commercial projects. The proposed project will create articulated roof lines, a variety of exterior wall treatments, and varied wall planes in a well designed "California Coastal" theme which communicates the City's character as a highly desirable place to live. Improvements proposed for the open space parcel will enhance the identity of the Moulton-La Paz intersection which is a gateway into the City from Highway 133 which is a significant transportation corridor in south Orange County. These will include well-designed and integrated landscape improvements that include over 200 trees and native ground covers, an equestrian trail, bike and pedestrian pathways, and

passive open space amenities. The area adjacent to La Paz Road will be included in the design to ensure it provides a pleasant driving environment and enhances the overall quality of the community in the area.

The EIR also addressed impacts that new development in Opportunity Areas may have as a result of the implementation of the General Plan on adjacent and surrounding land uses by the implementation of mitigation measures A-3 through A-6; however, mitigation measure A-4 is not applicable to this project.²

To ensure compliance with mitigation measures A-3, A-5 and A-6, an extensive review of existing scenic vistas was conducted to avoid impacts to residential land uses located to the north and east of the project. Properties to the east are single-family residences which abut the shopping center and have a view of the San Joaquin Hills located to the west. The view of the hillsides is possible since the home sites are elevated above the shopping center by 25 feet. Homes located north of the project on Sundance Avenue have limited views of the San Joaquin Hills and the proposed improvements will not affect those views since the homes will look over proposed new roof elements. All homes have varying degrees of views of roof structures, parapets, and roof top mechanical equipment of the existing commercial buildings.

To evaluate impacts which may limit views of the San Joaquin Hills, a view shed analysis was conducted using photo simulations, cross-sections, and site visits. Homes used in the analysis were 26485, 26495 and 26501 Los Alamitos Avenue. These properties were chosen because they maintain the lowest elevation of homes in the neighborhood and are in close proximity to the center. As a result, these homes have the potential for views to be obstructed by some of the taller roof elements. The critical vantage point from the homes was determined to be at five feet above the grade of existing back yards at the existing rear walls of these homes. The grade of the existing back yards has been identified at 276 feet. The resulting critical vantage point is 281 feet. The rear walls of homes at the ground floor were used since vistas from interior spaces like kitchens and living rooms located at the rear of residences were observed during site visits. Based on a critical vantage point of 281 feet, and because the finished pad of Shops B (the building that would be the most prominent in this view shed) is 249 feet, roof elements that reach 32 feet or higher will be visible from the residences. Since each of the three identified properties has a different perspective of the shopping center, each property is addressed separately:

26485 Los Alamitos (see sheet 15 of project plans)

From the critical vantage point at this property, the roof of existing Shops A and the current O'Reilly Auto Parts building are visible. With implementation of the project, the reconfigured O'Reilly building (proposed Pad B and Shops C) will remain visible. These buildings are at the other side of the project site, along Moulton Parkway and will not be high enough to affect views of the San Joaquin Hills from 26485 Los Alamitos due to their location below the line of sight from this residence to the hills. With implementation of the project, the new market building will also be visible from 26485 Los Alamitos, but does not rise to a level high enough to block scenic vistas of the San Joaquin Hills. New roof elements on Shops A and B will be visible from 26485 Los Alamitos. Specifically, the 36-foot high roof element above Chuck-E-Cheese as well as a 38-foot high roof element in the middle of Shops B (above Parmida) will be visible. From the critical vantage point, while both of these elements are visible, neither rise high enough to block views to the San Joaquin Hills.

² Mitigation measure A-4 calls for an update to the City's Zoning Ordinance and Zoning Map in order to add the Planned Community Residential Zone and Neighborhood Mixed Use Zone, neither of which apply to this project.

26495 Los Alamitos (see sheet 16 of project plans)

From the critical vantage point at this property, the roof of existing Shops A and the roof of the current O'Reilly Auto Parts building are visible. With implementation of the project, the roofs of the new market and the reconfigured O'Reilly building (proposed Pad B and Shops C) will both be visible; however, neither rise high enough to block views of the San Joaquin Hills from the critical vantage point due to the line of sight from the critical vantage point to the hills. With implementation of the project some roof elements on Shops A and B will be visible. Of particular concern at this property was the roof element in the middle of shops B (above Parmida) due to this property's proximity to that element. However, due to the horizontal distance from the tower element to the critical vantage point and the relatively small mass of that particular roof element, the roof element is not imposing and will not block the view to the San Joaquin Hills from the critical vantage point at 26495 Los Alamitos.

26501 Los Alamitos (see sheet 17 of project plans)

Due to the lower elevation of this property and existing landscaping, only very small portions of existing buildings can be seen from the critical vantage point at this property. With implementation of the project, the small portions of Shops A, the roof element in the middle of Shops B, market roof elements, and portions of the reconfigured O'Reilly buildings will be visible. The portions that will be visible are largely obstructed with landscaping. Much like the previous two properties, the roof lines of the new buildings and roof elements do not rise high enough to block any views of the San Joaquin Hills from the critical vantage point of this property due to the line of sight from the critical vantage point to the hills.

24632 Monte Royale (see sheet 18 of project plans)

The finished floor elevation at this property is approximately 276.1 feet. While this property has no direct view of the San Joaquin Hills, staff noted that due to this property's relatively lower elevation, new Shops D will be visible to some extent from this property. Some portions of shops D will rise above the finished grade of this residence, but not above the critical vantage point. The east elevation (rear of the building) of new Shops D may be visible; however, due to its horizontal distance from the residence, it will not be imposing. Further, the building will be further screened from view by extensive landscaping as well as a landscape berm which will screen the lower half of the building (see sheet 7 of project plans and Appendix C).

Homes further north were not included since the new construction height is below the critical vantage point of the home. For example the property at 26471 Los Alamitos is at 282 feet resulting in a critical vantage point of 287 feet at the rear house wall. The height of the most visible roof element will be at 285 feet and is determined not to be in the line of sight a viewer may have of the San Joaquin Hills. Since homes further north along Los Alamitos and Sundance Avenues (which abut the shopping center on the north side) are higher in elevation than homes used in the analysis, no additional simulations or cross-sections were necessary. The proposed new construction will be 5 to 10 feet or more below the critical vantage point of each property. Homes to the south and east were also not included since the project will either not interfere with views these properties may have of the San Joaquin Hills or they have no view of the San Joaquin Hills.

Homes across from the site on the south side of La Paz Road are over 50 feet higher than the shopping center and new construction will not interfere with existing views those properties may have. Homes on the

north side of La Paz Road are limited to views of the open space lot. These homes may also see the rear building wall of one of the proposed 8,400 square foot, freestanding retail buildings. However the new building will be located 140 feet away from the nearest residence which is also 25 feet higher than the shopping center. The landscaping anticipated to be part of the City's open space parcel improvements will result in the planting of a line of trees across the rear of the retail building's east elevation which will minimize potential visual impacts.

Even though new building construction and modifications to existing buildings would result in new roof elements higher than existing conditions, anticipated impacts of the proposed project are consistent with the analysis contained in the General Plan Program EIR which determined that new construction would incorporate adequate design techniques to protect properties around Opportunity Areas from significant impacts related to scenic vistas and resources. There will be no impact on scenic vistas as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. The applicable mitigation measures identified in the General Plan Program EIR are incorporated into the design of the project. Therefore the project is within the scope of the General Plan Program EIR and no further analysis is required.

- b) No Impact.** The General Plan Program EIR determined that the implementation of the General Plan would not affect a state scenic highway area; therefore, no impacts occur as a result of the proposed project.
- c) No Impact.** See 1a. In addition, the General Plan Program EIR concludes that while the visual character and quality will be changed in the Opportunity Area due to the conversion of approximately 2.2 acres of open space to commercial use, any impacts to the visual quality and character of the area are not significant, with the implementation of mitigation measures identified in the General Plan Program EIR (A-1 through A-3). La Paz Road, including the portion that runs along the open space portion of the project site, is designated as a "Landscape Corridor" in the General Plan. The open space parcel consists largely of unimproved open space, including dirt and interspersed eucalyptus trees. The remainder of the project site consists of a commercial strip center. While approximately 2.2 acres of unimproved open space will be converted to commercial use for the purpose of expanding the existing shopping center, existing trails, drainage areas, and landscape along the edge of the commercial center along La Paz will be maintained and/or improved. Additionally, the remaining +/- 8 acres of remaining open space area on the east of the shopping center, along La Paz Road, will be enhanced with multipurpose trails and new landscaping for passive recreation as described in Section 1a.

Homes on Los Alamitos and Sundance have fairly open views of the existing shopping center parking area, roof structures and roof-top equipment. While the height of the roof structures will not be changed and new buildings will be located 125 feet to 500 feet away, roof parapets will increase in height over existing conditions. Within the General Plan Program EIR, mitigation measure A-5 was specifically crafted to reduce potential compatibility impacts between existing neighborhoods and future development. Mitigation Measure A-5 reads as follows:

- A-5** Review discretionary proposals to assess the compatibility of proposed development with adjacent/surrounding uses and activities, including the requirement of site design, buffers,

architectural and buffering techniques, and other measures to be incorporated into projects to ensure compatibility between uses and activities.

To ensure the project reduces or avoids impacts to the existing neighborhood from the construction of new buildings and new roof elements, the project includes substantial landscaping to help screen new improvements from existing homes. The project design also does not substantially raise new roof elements where the roof elements are to be located directly adjacent to existing residential properties. Most of the existing roof line of the commercial buildings remains at 20 feet. While several new elements will result in increases over existing height, the increases are architecturally and visually proportionate to the planned renovations and are limited in size. For example, where buildings are 70 to 100 feet deep, the proposed roof elements are only 20 to 40 feet deep. Proposed roof elements directly adjacent to residential properties are also limited in number to reduce the bulk and mass of the architectural design. For example, the length of the roof line is +/- 660 feet, however, the length of the roof line with new roof elements identified above 25 feet is roughly 200 feet. Seven of nine of these elements have been treated with a pitched roof design to minimize bulk and mass as roof height increases. The remaining two elements are designed as parapet roofs which reach a height of 29 feet. But as previously described the depth of these elements is limited to no more than 40 feet in depth. Landscaping will help screen these elements.

These improvements, in concert with the improved visual appeal of the commercial center, will enhance the visual quality at this corner and along La Paz Road while creating a center that better fits with the character of this community which is also described in Section 1a. These activities implement mitigation measures A-1 and A-2 of the General Plan Program EIR. Impacts on the visual character or quality of the site and its surroundings as a result of the project have already been identified and reviewed in the General Plan Program EIR. The applicable mitigation measures identified in the General Plan Program EIR are incorporated into the design of the project. Therefore the project is within the scope of the General Plan Program EIR and no further analysis is required.

- d) No Impact.** Additional lighting from new construction and lighting resulting from modifications to the existing buildings will include parking lot lighting, building lighting, and illuminated signage. The additional lighting will be due to the increase in size of the commercial area, which as previously mentioned, is between the existing commercial site and the existing roadways and reflects only about 2.2 acres of additional commercially developed area. Any new lighting included in the open space areas to be improved will consist of very low level lighting (for example, small lighted bollards, or other similar devices), except where safety mandates increased lighting (in and around the trail tunnel under Moulton Parkway, for example). The Laguna Hills Municipal Code Sections 9-40.170, 9-42.060, 9-44.040(E), and 9-44.060(I) address the use of different lighting types (parking lot, signage, safety) and require that lighting shall be directed onto the subject property so as not to project light and glare onto adjacent properties. The General Plan Program EIR notes that such limits are already included within the Municipal Code and concludes that implementation of the General Plan, including the plans for this project, would limit light and glare to acceptable levels. Design requirements already included within the Municipal Code which limit light and glare affecting residential property adjacent to commercial uses require that: (1) illuminated signs located within one hundred fifty (150) feet of any residential use not be illuminated between the hours of ten p.m.

and six a.m.; (2) sign illumination shall not result in glare being directed toward surrounding properties or upon abutting streets; (3) exterior lighting directed at a sign shall be shielded to ensure that the light is projected only upon the sign; (4) flashing, twinkling, racing, rotating, or changing intensities of light value shall not be permitted on any electrical sign; and (5) the intensity of any lighted sign shall not exceed a lumen value of 0.5 footcandles at ten feet from the sign or a maximum of four hundred thirty (430) milliamperes cool-white radiance or as otherwise approved by a master sign program.

These provisions will be included in project approvals which ensure that the proposed project will have no impact associated with light and glare. The project's impacts fit within the scope of the General Plan Program EIR and no further analysis is required.

3.2 – Agriculture and Forest Resources

Program EIR Overview:

Discussion of agricultural and forest resources related to implementation of the General Plan are discussed in section 5.2 of the Program EIR. The General Plan Program EIR states that the City consists primarily of urban land and City-maintained open space. Consequently, no farmland or forest land exists within the General Plan area, including the Moulton La Paz project area. Thus, there are no impacts associated with agricultural and forest resources. Therefore the project does not create any new impacts pertaining to Agriculture and Forest Resources and is consistent with the General Plan Program EIR and no further analysis is required.

Discussion of Project Impacts: The project does not impact agricultural or forest resources for the reasons described below.

General Plan EIR Mitigation Measures:

The General Plan Program EIR identified no impacts associated with Agriculture or Forest Resources and therefore no Mitigation Measures were required.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agriculture use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by PRC section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

- a) **No Impact.** The project involves the redevelopment of an existing 6.69 acre shopping center and an 11.2 acre open space parcel which is used to buffer residential uses on Monte Royale Street from La Paz Road. The project does not create any impacts on farmland, such as the conversion of farmland, and the project site is not listed on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency. Therefore the project is consistent with the General Plan Program EIR and no further analysis is required.
- b) **No Impact.** The site is not zoned for agriculture and there are no Williamson Act contracts in the vicinity (California Department of Conservation 2004). The project involves the redevelopment of an existing 6.69 acre shopping center and an 11.2 acre open space parcel which is used to buffer residential uses on Monte Royale Street from La Paz Road. Therefore, there will be no impact on agricultural uses or Williamson Act contracts. Therefore the project is consistent with the General Plan Program EIR and no further analysis is required.
- c) **No Impact.** No areas on or around the project area are zoned for forest land or timberland (California Department of Forestry and Fire Protection 2005). The project involves the redevelopment of an existing 6.69 acre shopping center and an 11.2 acre open space parcel which is used to buffer residential uses on Monte Royale Street from La Paz Road. Therefore, the project will not conflict with the existing zoning for, or cause rezoning of forest land or timberland. Therefore the project is consistent with the General Plan Program EIR and no further analysis is required.
- d) **No Impact.** There is no forest land in or around the project site. The project involves the redevelopment of an existing 6.69 acre shopping center and an 11.2 acre open space parcel which is used to buffer residential uses on Monte Royale Street from La Paz Road. Therefore, the project will not result in the loss of forest land or conversion of forest land to non-forest use. Therefore the project is consistent with the General Plan Program EIR and no further analysis is required.
- e) **No Impact.** There are no areas on or around the project area that contain Farmland or forest land. The project involves the redevelopment of an existing 6.69 acre shopping center and an 11.2 acre open space parcel which is used to buffer residential uses on Monte Royale Street from La Paz Road. Therefore, the project will not involve any changes that could impact or result in the conversion of Farmland or forest land to non-agricultural or non-forest uses. Therefore the project is consistent with the General Plan Program EIR and no further analysis is required.

3.3 – Air Quality

Program EIR Overview:

Discussion of air quality issues related to implementation of the General Plan are discussed in section 5.3 of the General Plan Program EIR. The EIR determined that implementation of the General Plan would have significant short-term construction related impacts at both the project and cumulative levels, have significant long-term operational air quality impacts at both the project and cumulative levels, would result in emissions in excess of thresholds for criteria air pollutants (and precursors) for which the region is in nonattainment, and would significantly impact sensitive receptors as a result of toxic air contaminants (TAC). The EIR also determined that impacts from objectionable odors would be less than significant.

Discussion of Project Impacts: The project has individual impacts that are less than significant from construction and operational emissions since they do not exceed the levels of significance for air quality emissions as determined by the South Coast Air Quality Management District. However the project contributes cumulative air emissions consistent with the impacts analyzed in the General Plan Program EIR.

General Plan EIR Mitigation Measures:

Mitigation Measures identified in the General Plan Program EIR and applicable to the Moulton La Paz project are listed below:

AQ-1 The City shall implement the following measures to reduce the amount of fugitive dust that is re-entrained into the atmosphere from unpaved areas, parking lots, and construction sites:

1. Require the following measures to be taken during the construction of all projects to reduce the amount of dust and other sources of PM₁₀, in accordance with SCAQMD Rule 403:
 - Dust suppression at construction sites using vegetation, surfactants, and other chemical stabilizers
 - Wheel washers for construction equipment
 - Watering down of all construction areas
 - Limit speeds at construction sites to 15 miles per hour
 - Covering of aggregate or similar material during transportation of material
2. Adopt incentives, regulations, and/or procedures to reduce paved road dust emissions through targeted street sweeping of roads subject to high traffic levels and silt loadings.
3. Pave currently unpaved roads and parking lots or establish and enforce 15 miles per hour speed limits on low-use unpaved roads as permitted under California Vehicle Code section 22365.

AQ-2 The City shall require each project applicant, as a condition of project approval, to implement the following measures to reduce exhaust emissions from construction equipment:

1. Commercial electric power shall be provided to the project site in adequate capacity to avoid or minimize the use of portable gas-powered electric generators and equipment.
2. Where feasible, equipment requiring the use of fossil fuels (e.g. diesel) shall be replaced or substituted with electrically driven equivalents (provided that they are not run via a portable generator set).

3. To the extent feasible, alternative fuels and emission controls shall be used to further reduce exhaust emissions.
4. On-site equipment shall not be left idling when not in use.
5. The hours of operations of heavy-duty equipment and/or the amount of equipment in use at any one time shall be limited.
6. Staging areas for heavy-duty construction equipment shall be located as far as possible from sensitive receptors.
7. Before construction contracts are issued, the project applicants shall perform a review of new technology, in consultation with the SCAQMD, as it relates to heavy-duty equipment, to determine what (if any) advances in emissions reductions are available for use and are economically feasible. Construction contract and bid specifications shall require contractors to utilize the best available and economically feasible technology on an established percentage of the equipment fleet. It is anticipated that in the near future, both NO_x and PM₁₀ control equipment will be available.

AQ-6 The City shall work with project proponents to ensure that safe and attractive sidewalks, walkways, bike lanes, and crosswalks that facilitate use are provided in accordance with City standards. The City shall work with developers to construct links to adjacent communities, using open space easements and utility easements when appropriate.

AQ-7 The City shall provide bike support facilities (e.g., bicycle racks, personal lockers, showers, and other bicycle support facilities) in new development and revitalization projects to encourage bicycle riding as a transportation mode. The City shall adopt a formal bike support facility ordinance and/or guidelines applicable to private and public development.

AQ-14 The City shall evaluate proposed development projects throughout the City using LEED standards, GreenPoint Rated, and/or other green building standards. The City encourages all future development and major renovation projects within the following General Plan designations to achieve LEED certification, and/or other green certifications: High Density Residential, Village Commercial, Freeway Commercial, Community Commercial, Office Professional, Mixed Use, Neighborhood Mixed Use, and Community/Private Institution. The City shall investigate the potential to offer density bonus incentives on residential projects that achieve LEED certification, and other green certifications and ratings.

AQ-16 The City shall work with the SCAQMD and the SCAG to implement the AQMP and meet all federal and state air quality standards for pollutants. The City shall participate in any future amendments and updates to the AQMP. The City shall also implement, review, and interpret the General Plan and future discretionary projects in a manner consistent with the AQMP to meet standards and reduce overall emissions from mobile and stationary sources.

AQ-18 The City shall review all future development proposals for potential regional and local air quality impacts per CEQA. If potential impacts are identified, mitigation will be required to reduce the impact to a level less than significant, where technically and economically feasible.

AQ-19 The City shall implement the following measures to minimize exposure of sensitive receptors and sites to health risks related to air pollution:

1. Encourage site plan designs to provide the appropriate set-backs and/or design features that reduce TACs at the source.
2. Encourage the applicants for sensitive land uses to incorporate design features (e.g., pollution prevention, pollution reduction, barriers, landscaping, ventilation systems, or other measures) in the planning process to minimize the potential impacts of air pollution on sensitive receptors.
3. Actively participate in decisions on the siting or expansion of facilities or land uses (e.g., freeway expansions), to ensure the inclusion of air quality mitigation measures.
4. Where decisions on land use may result in emissions of air contaminants that pose significant health risks, consider options, including possible relocation, recycling, redevelopment, rezoning, and incentive programs.
5. Activities involving idling trucks shall be oriented as far away from and downwind of existing or proposed sensitive receptors as feasible.
6. Strategies shall be incorporated to reduce the idling time of main propulsion engines through alternative technologies such as IdleAire, electrification of truck parking, and alternative energy sources for TRUs to allow diesel engines to be completely turned off.

Level of Significance after Mitigation. Implementation of the General Plan will result in potentially significant impacts to air quality that cannot be fully mitigated. A Statement of Overriding Considerations was adopted pursuant to Sections 15093 and 15126(b) of the CEQA Guidelines for these unavoidable significant impacts.

Moulton La Paz Project Checklist and Responses

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☐	☒
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	☐	☐	☐	☒
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒

e) Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☒
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- a) **No Impact.** The General Plan Program EIR analyzed the General Plan's impacts against the federal and state framework of air quality plans, air quality standards and rules including regional air quality planning plans, and rules and regulations of the South Coast Air Quality Management District.

Impacts were assessed in terms of short-term construction impacts resulting from construction activity anticipated as the general plan achieves build-out in addition to long-term operational impacts as projects are completed and come on line. The long-term impacts analysis included area and mobile source emissions as well as emissions from stationary sources. Impacts to sensitive receptors were also analyzed as a result of the City's implementation of the General Plan. At one intersection within the City (Avenida de la Carlota and El Toro Road), the EIR also included an analysis of a "CO hotspot" due to anticipated congestion at the intersection that would cause the intersection's efficiency to operate below an acceptable level. The General Plan Program EIR also evaluated impacts from rail sources from an existing rail line which lies on the City's eastern boundary as well as the potential for odors.

Short-term impacts from construction were determined to be significant and unavoidable as were long-term impacts, and emissions from stationary sources. Consequently, the General Plan Program EIR also determined that implementation of the General Plan would conflict with SCAQMD air quality planning efforts and would result in a significant and unavoidable impact. Other impacts described above were determined to be less than significant with the application of mitigation or due to the fact that the impacts did not rise to a level of significance. Although certain impacts were determined to be significant and unavoidable, mitigation measures were listed for projects anticipated to become operational as part of the City's implementation of the General Plan to reduce impacts to the greatest extent feasible.

The proposed project is consistent with the activities the General Plan anticipated for build out and is therefore consistent with the General Plan Program EIR's analysis. Page 3-10 of the General Plan Program EIR described activity at the site to include the construction of an additional 30,000 square feet of non-residential development, and various improvements to the open space located adjacent to La Paz Road through increased landscaping and by creating an active presence on the street. The proposed project includes all of these elements as described by the project's second phase which provides for active bike and pedestrian trails in addition to on-going use of the existing equestrian trail. The applicable mitigation measures identified in the General Plan Program EIR are incorporated into the design of the project and will be made conditions of project approval. Mitigation measures AQ-1 and AQ-2 apply to short-term impacts from construction. Mitigation measures AQ-6, AQ-7, AQ-14, AQ-16, and AQ-18 apply to operational impacts. Therefore the project is within the scope of the General Plan Program EIR and no further analysis is required.

- b) **No Impact.** See 3.3a. In addition the Program EIR predicted the following significant operational emissions as a result of the City's implementation of its General Plan (from Table 5.3-4 of the General Plan EIR):

**Table 5.3-4
Summary of Modeled Operational Emissions of Criteria Air Pollutants and Precursors –
2030 Conditions upon Buildout of the General Plan**

Source	Emissions (lb/day) ¹					
	ROG	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Area Sources ²	103.7	20.5	209.1	<0.1	30.8	29.6
Mobile Sources ³	120.2	136.1	1165.9	3.9	648.1	125.6
Total Unmitigated Emissions	223.9	156.6	1374.9	3.9	678.9	155.2
SCAQMD Significance Threshold	55	55	550	150	150	55

Notes:

SCAQMD = South Coast Air Quality Management District; lb/day = pounds per day; CO = carbon monoxide; NO_x = oxides of nitrogen; PM₁₀ = particulate matter less than or equal to 10 microns in diameter; PM_{2.5} = particulate matter less than or equal to 2.5 microns in diameter; ROG = reactive organic gases; SO_x = oxides of sulfur.

¹ Emissions modeled using the URBEMIS 2007 (Version 9.2.4) computer model, based on trip generation rates obtained from the analysis prepared for this project and proposed land uses identified in Chapter 3.0, Project Description, and Section 5.14, Transportation and Circulation, of this Program EIR.

² For this estimate, default model assumptions were used for the number of residences that would contain hearth features.

³ Trip generation rates were obtained from the traffic analysis for the respective land uses (see Section 5.14, Transportation and Circulation).

Refer to Appendix F for detailed assumptions and modeling output files.

Source: Data modeled by EDAW in 2008

Impacts to ROG, NO_x, CO, PM₁₀ and PM_{2.5} exceeded SCAQMD thresholds and the General Plan Program EIR determined that impacts were significant and unavoidable even after the application of mitigation measures. The project will have a pro rata share of impacts as a result of the construction of 30,000 square feet of additional commercial improvements to the property. Air Quality Modeling used to ascertain the project's share yielded the following results (URBEMIS 2007 Version 9.2.4 was used to maintain consistency with the General Plan Program EIR analysis which also utilized URBEMIS 2007 Version 9.2.4.):

Source	ROG (lbs/day)	NOX (lbs/day)	CO (lbs/day)	SOX (lbs/day)	PM10 (lbs/day)	PM2.5 (lbs/day)
Area Sources	0.45	0.33	3.33	0	0.01	0.01
Mobile Sources	10.14	12.16	106.64	0.13	21.16	4.13
Total Unmitigated Emissions	10.59	12.49	106.97	0.13	21.17	4.14
Significance Threshold	55	55	550	150	150	55

The low level of emissions associated with the project in the operational phase is consistent with the small increment of development the project represents under the General Plan build out scenario. Nonetheless, the applicable mitigation measures identified in the General Plan Program EIR are incorporated into the design of the project and will be made conditions of approval (AQ-6, AQ-7, AQ-14, AQ-16, and AQ-18).

Therefore the project's operational impacts are within the scope of the General Plan Program EIR and no further analysis is required.

The project's air quality impacts from construction were determined using URBEMIS 2007 Version 9.2.4. The following air quality impacts resulting from construction are anticipated:

Source	ROG (lbs/day)	NOX (lbs/day)	CO (lbs/day)	SOX (lbs/day)	PM10 (lbs/day)	PM2.5 (lbs/day)
Total Unmitigated Construction Emissions	32.95	54.71	31.75	.01	100.37	22.95
Significance Threshold	75	100	550	150	150	55

The impacts do not exceed threshold limits for construction emissions described by AQMD. The significance thresholds used for construction and operations were from AQMD's March 2011 revision.

Although the project's impacts are limited individually, the General Plan Program EIR determined that air quality impacts from construction and mobile and stationary sources on a regional basis were significant and unavoidable. Since the project is consistent with the increment of development anticipated on the site, no new impacts occur that were not already anticipated and analyzed under the General Plan Program EIR. No cumulative significant impacts were determined for local mobile sources in the General Plan Program EIR.

The applicable mitigation measures identified in the General Plan Program EIR are incorporated into the design of the project and will be made conditions of project approval. Therefore the project's impacts are within the scope of the General Plan Program EIR and no further analysis is required.

- c) **No Impact.** See 3.3a and 3.3b. The General Plan Program EIR determined that emissions resulting from the City's implementation of the General Plan would result in air pollutant levels for which the region is in nonattainment even after the implementation of mitigation measures. The project is consistent with the level of development anticipated at the project site and is therefore within the scope of the General Plan Program EIR and no further analysis is required. The applicable mitigation measures (AQ-1, AQ-2, AQ-6, AQ-7, AQ-14, AQ-16, and AQ-18) identified in the General Plan Program EIR are incorporated into the design of the project and will be made conditions of project approval to ensure the project's impacts do not exceed those impacts identified by the General Plan Program EIR.
- d) **No Impact.** See 3.3a and 3.3b. The General Plan Program EIR defines sensitive receptors as places where children, the elderly, persons with respiratory or cardiovascular illness, and athletes and others who engage in frequent exercise are housed or gather. Sensitive receptors include residences and park/open space areas. The General Plan Program EIR determined that operational activities would result in emissions as

described above that would expose sensitive receptors to substantial pollutant concentrations, and determined they had the potential to be significant and unavoidable even after the application of mitigation. Individually, the project will not result in substantial pollutant concentrations since the analysis depicted in Section 3.3b does not rise above the level of significance determined by SCAQMD. From a cumulative approach, the General Plan Program EIR determined that implementation of the General Plan had the potential to make a significant, cumulatively considerable contribution to emissions which would expose sensitive receptors to pollutant concentrations which exceeded significance levels. However, the project is consistent with the level of development anticipated for the site and no new impacts beyond those already analyzed in the General Plan Program EIR will occur. Therefore the project is within the scope of the General Plan Program EIR and no further analysis is required.

- e) No Impact.** The General Plan Program EIR concludes that there will be no significant impacts, short-term or long-term, due to odors associated with the implementation of the General Plan. Specifically, the EIR discusses Southern California Air Quality Management District (SCAQMD) thresholds and rules. SCAQMD identifies several land use types that are known to cause odors, including agriculture, wastewater treatment plants, rail yards, and dairies. The General Plan identifies only one major potential source of odor in the City (a composting facility on Moulton Parkway) and states that the General Plan does not propose the development of any major odor sources such as the ones listed by SCAQMD. The Moulton La Paz Project fits within this parameter because it proposes no uses that are typically associated with a major source of odor, and is comprised of only typical commercial uses such as retail and restaurants. The General Plan Program EIR also concludes that short-term construction related odors, such as that from diesel equipment, and long-term mobile odor sources, such as exhaust fumes from vehicles on adjacent roadways would not be significant. The project will use equipment during construction that may produce odors, but these will be temporary and fall within the parameters of the General Plan Program EIR. Exhaust fumes from vehicles on the roadways adjacent to the project are already in existence. The project is not expected to contribute a significant amount of odors from mobile sources and falls within the parameters of the General Plan Program EIR. There will be no impact due to odors as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is within the scope of the General Plan Program EIR and no further analysis is required.

3.4 – Biological Resources

Program EIR Overview:

Discussion of biological resources related to implementation of the General Plan is located in section 5.4 of the Program EIR. The General Plan Program EIR states that there are limited areas of native vegetation, isolated to patches that occur in stream channels or drainages, hillsides paralleling some roadways, and small urban canyons. It also notes that some of these native habitats are interspersed with non-native, disturbed vegetative cover. According to the General Plan Program EIR, there are some sensitive vegetation communities in Laguna Hills, specifically, southern arroyo willow forest, coastal brackish marsh, coastal sage scrub, and mulefat scrub. However, none of these sensitive vegetative communities occur within the Moulton La Paz Project Area. Additionally, the General Plan Program EIR identifies no known sensitive plant species in Laguna Hills.

Discussion of Project Impacts: The project will result in the removal of a stand of eucalyptus trees that currently exists on the City's open space. Trees removed will be replaced on an inch-for-inch basis as required by adopted Mitigation Measure B-4 in the General Plan Program EIR. The project does not impact sensitive species or their habitat.

General Plan EIR Mitigation Measures:

Mitigation Measures identified in the Program EIR and applicable to the Moulton La Paz project are listed below:

B-1 Activities implemented under the General Plan will undergo project-specific review for potential impacts to biological resources in accordance with CEQA. The City shall require that all General Plan implementation activities adhere to California and federal legislation that protects all sensitive plants, wildlife, habitats and wetlands. The City shall work closely with the USACE, USFWS, RWQCB, and the CDFG during the discretionary project permitting and CEQA review of any project that may result in the alteration of a stream bed, involve the removal of vegetation in wetland and riparian habitats, disturb waters of the U.S. or otherwise impacts sensitive biological resources. If recommended or required by the resource agencies, project-specific measures to mitigate potential impacts and sensitive species, such as native birds and bats, will be established as conditions of project approval. Mitigation measures for habitat and species may include, but are not limited to, avoidance, enhancement, restoration, or a combination of any of the three.

B-2 The City shall continue to implement the National Pollutant Discharge Elimination System (NPDES) stormwater permits issued by the state and RWQCB. The City shall also require new development and revitalization projects to incorporate BMPs pursuant to the NPDES permit to ensure compliance with applicable state and federal regulations.

B-3 As a condition of project-specific approval, the City shall require new development and redevelopment to provide adequate on-site and off-site stormwater and flood management facilities to control direct and indirect erosion and discharges of pollutants and/or sediments. To determine the facility and BMP needs, the City will require, when necessary, a hydrological/drainage analysis be performed by a state-licensed and City-approved engineer, with the cost of said analysis the responsibility of the project applicant.

B-4 In accordance with the City of Laguna Hills Tree Protection Ordinance, a permit shall be required from the Public Services Director to plant, move, spray, trim, remove, prune, replace, cut, or otherwise disturb any tree in any public place. Section 8-08.050 of the Laguna Hills Tree Protection Ordinance requires that trees be replaced by the caliper inch measured at diameter breast height (DBH). For every inch of DBH removed, an equal number of caliper inches shall be replaced. For example, the removal of one 12-inch tree shall necessitate the planting of a total of 12 inches of new tree(s).

Level of Significance after Mitigation. No unavoidable significant impacts related to Biological Resources were identified in the Program EIR.

Moulton La Paz Project Checklist and Responses

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or	☐	☐	☐	☒

other approved local, regional, or state habitat conservation plan?				
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- a) **No Impact.** Pursuant to General Plan Program EIR mitigation measure B-1, a biological assessment of the site was prepared by VCS Environmental on February 17, 2012. The site evaluation determined that there are no known candidate, sensitive, or special status species that will be affected directly or through habitat modification by the implementation of the project. There will be no impact on sensitive plant species as a result of the project that has not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with the General Plan Program EIR and no further analysis is required.
- b) **No Impact.** The project site is already developed and is surrounded by urban development. No significant riparian habitat or sensitive natural community exists on-site or in close proximity to the project site. Therefore, the proposed project would not have the potential to directly or indirectly affect any riparian habitat or sensitive natural community. An evaluation of the site by VCS confirmed the absence of riparian habitat and other sensitive natural communities. Therefore the project is consistent with the General Plan Program EIR and no further analysis is required.
- c) **No Impact.** The General Plan Program EIR identifies that there are wetland and riparian areas within the City, primarily associated with Veeh Reservoir, San Diego Creek, Aliso Creek, and Oso Creek. While the Program EIR identifies a minor "hydrology feature" along the northern side of La Paz Road on the project site, the project site is already developed and is surrounded by urban development. In the early 1980s, a 66-inch RCP pipe was installed which permanently modified the hydrology feature by placing its water source in an underground storm drain. No federally protected wetlands exist on-site or in close proximity to the project site. Therefore, the proposed project would not have the potential to directly or indirectly affect any federally protected wetlands. In addition a field evaluation conducted by VCS confirmed the absence of such features on the site. Therefore the project is consistent with the General Plan Program EIR and no further analysis is required.
- d) **No Impact.** The project site is already developed and is surrounded by urban development. No wildlife migratory corridors or wildlife nursery sites exist on-site or in close proximity to the project site. Therefore, the proposed project would not have the potential to directly or indirectly interfere with the movement or migration of wildlife. Therefore the project is consistent with the General Plan Program EIR and no further analysis is required.
- e) **No Impact.** The General Plan Program EIR concluded that with incorporation of mitigation measure B-4, impacts involving conflicts with local policies or ordinances protecting biological resources would be less than significant. The City's only applicable policy is in Chapter 8-08 of the Laguna Hills Municipal Code, which governs trees and shrubs in public places. The City has no tree preservation policy affecting trees on private property. The open space portion of the Moulton La Paz project, however, will be subject to Chapter 8-08, which requires a permit issued by the Public Services Director prior to removal of any trees in public places. General Plan Program EIR mitigation measure B-4 is incorporated into the design of the project and will be made a condition of project approval. Generally, trees removed must be replaced by the caliper inch, such that for every inch of DBH (diameter at breast height) removed, an equal number of caliper inches shall be

replaced, as required by the Public Services Director. The project will result in the removal of approximately 80 eucalyptus trees which the City will be required to replace on an inch-for-inch basis. Since the project implements the applicable General Plan Program EIR mitigation measure offsetting the loss of trees on the open space parcel, the project's impacts fit within the scope of the General Plan Program EIR.

- f) No Impact.** The General Plan Program EIR concluded that implementation of the General Plan was not expected to conflict with the provisions of an adopted natural community conservation plan, habitat conservation plan, or other adopted conservation plans; therefore, impacts would be less than significant. The General Plan Program EIR states that while the Orange County Environmental Management Agency adopted the Orange County Coastal NCCP/NHP, Laguna Hills is not a "participating city," and, further, no "reserve land" occurs within the City. No other habitat conservation plans have been adopted to govern the use of the project site or surrounding lands. Implementation of the Moulton La Paz project will not conflict with the provisions of an adopted NCCP/HCP or other approved habitat conservation plan, and will therefore not result in significant impacts. Even though the City is not a participant in the Orange County Coastal NCCP/ NHP, the project site does not support candidate sensitive, or special status species, include riparian habitat or other sensitive natural communities, or include protected wetlands. A biological assessment of the site was prepared by VCS Environmental on February 17, 2012 and no such biological resources were found to occur on the site. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

3.5 – Cultural Resources

Program EIR Overview:

Discussion regarding cultural resources related to implementation of the General Plan is found in Section 5.5 of the Program EIR. The General Plan Program EIR states that implementation of the General Plan is not likely to impact historical or archaeological resources since a majority of the new development anticipated under the General Plan will involve infill and redevelopment of existing developed areas, making the likelihood of finding new or undiscovered archaeological or paleontological resources limited. In addition the potential to impact paleontological resources or result in disturbance of human remains as a result of the implementation of the City's General Plan was also determined to be less than significant provided development projects were reviewed to ensure that resources are conserved in compliance with CEQA. Additionally, no known resource in the project area is currently listed or eligible for listing in the National Register of Historic Places or the California Register of Historic Resources.

Discussion of Project Impacts: The project will result in ground disturbing activities such as grading, and clearing and grubbing. Due to previous disturbances to the site involving substantial excavation and grading, no impacts will occur.

General Plan EIR Mitigation Measures:

The General Plan Program EIR identifies no significant impacts associated with Cultural Resources and therefore no mitigation is required.

Moulton La Paz Project Checklist and Responses

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archeological resource pursuant to § 15064.5?	☐	☐	☐	☒
c) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	☐	☐	☐	☒
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

a) No Impact. The General Plan Program EIR states that no historical resources were identified though the cultural resources site records search which included the project site; therefore the EIR concluded that

impacts to the significance of historical resources would be less than significant. No historical resources in the project area have been identified since the adoption of the Program EIR. Therefore there are no new impacts on historic resources as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

- b) No Impact.** The General Plan Program EIR concludes that development resulting from the implementation of the General Plan will have less than significant impacts on archaeological resources. Research conducted for the General Plan EIR revealed 14 archaeological sites in within the City, indicating the potential for other archaeological resources to exist within the City as a whole, but did not identify the project site. However any archaeological resources on the commercially developed area would already have been discovered in the initial development of the center and open space parcel. The portion of open space to be developed commercially was also previously improved with fill grading of around 10 feet, an underground storm drain and equestrian trail improvements. Previous improvements to the land would have unearthed potential resources or placed additional fill over them as part of county-approved grading for Tract 11236 or 11237. Fill up to 30 feet in depth was also placed in the open space parcel up to Alameda Avenue.

The remaining open space area will not be significantly altered in a way that will disturb undiscovered archaeological resources as proposed grading will generally result in ground disturbing activities to within a few feet of the existing grade which consists of unnatural fill of up to 30 feet. Since modifications to the open space parcel will be limited to ground disturbance within a few feet of existing grade, there will be no new impacts on archaeological resources as a result of the project that have not already been identified and reviewed in the General Plan Program EIR which determined that no mitigation was required. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

- c) No Impact.** The Program EIR concludes that development resulting from the implementation of the General Plan will have less than significant impacts on paleontological resources or unique geological features. There are no known paleontological resources or unique geological features in the project area. The chances of discovering new, unknown paleontological resources in the course of the project are nil due to previous development of the site (see discussion above in response 3.5b). There will be no new impacts on paleontological resources as a result of the project that have not already been identified and reviewed in the General Plan Program EIR which determined that no mitigation was required. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

- d) No Impact.** The General Plan Program EIR concludes that development resulting from implementation of the General Plan will have less than significant impacts on disturbance of human remains. The Program EIR states that there is a potential for human remains to be found in undeveloped areas, but concludes that based on the history and amount of development that has already been undertaken in the area, the potential to disturb human remains by carrying out development as prescribed in the General Plan will have less than significant impacts. A portion of the project site includes currently undeveloped open space area. However, the area has been previously developed as described in Section 3b. In the unlikely event of accidental discovery of any human remains, the County Coroner shall be notified immediately and

construction activities will be halted in accordance with Health and Safety Code Section 7050.5. If the remains are found to be Native American, Health and Safety Code Section 7050.5, subdivision (c), and Public Resources Code 5097.98 (as amended by AB 2641) shall be followed. There will be no new impacts to human remains as a result of the project that have not already been identified and reviewed in the General Plan Program EIR which also determined that no mitigation was required to address impacts to resources. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

3.6 – Geology and Soils

Program EIR Overview:

Discussion regarding geology and soils related to implementation of the General Plan are discussed in section 5.6 of the General Program EIR. The General Plan Program EIR determined that although new development would be exposed to hazards from ground shaking, seismic activity and earthquake induced landslides and liquefaction, mitigation measures would reduce potential impacts below a level of significance. The EIR also determined that the implementation of the General Plan may allow development to occur in areas that contain potential significant geologic hazards such as landslides, debris flows and expansive soils. However mitigation measures identified in the General Plan Program EIR would also reduce potential impacts below a level of significance.

General Plan EIR Mitigation Measures:

Mitigation Measures identified in the Program EIR and applicable to the Moulton La Paz project are listed below:

GS-2 The City shall continually update development standards and adopt the latest building construction codes to guide future development and redevelopment in areas with known geologic and seismic-related hazards.

GS-3 The City shall require geologic and/or geotechnical studies for proposed new development and redevelopment projects located in areas identified as susceptible to landslides and liquefaction, and binding mitigation strategies must be adopted. Compliance with the recommendations set forth in site-specific geologic and/or geotechnical studies will be made a condition of the site development permit for subsequent projects. In addition, the City may require applicants to incorporate measures to stabilize and maintain slopes on a site-by-site basis, such as, but not limited to, proper planting, irrigation, retaining walls, and benching.

GS-4 The City shall continually monitor and encourage remediation of unstable slope areas, particularly in areas characterized by the presence of crib walls or where historical anecdotal evidence of instability exists.

Discussion of Project Impacts: The project would result in additional development that will be exposed to geologic hazards such as seismic shaking. However no site specific geologic hazards are associated with the project. The project will be required to comply with applicable mitigation measures identified in the General Plan Program EIR to ensure impacts to proposed new development are reduced below a level of significance, such as compliance with the California Building Code.

Level of Significance after Mitigation. No unavoidable significant impacts related to Geology and Soils were identified in the General Plan Program EIR.

Moulton La Paz Project Checklist and Responses

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii) Strong Seismic ground shaking	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c) Be located on a geologic unit or soil that is unstable, or would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒

a)

i) **No Impact.** The General Plan Program EIR concluded that with incorporation of mitigations measures GS-1 and GS-2, impacts to fault rupture would be less than significant in the implementation of the General Plan. There are no earthquake faults or Alquist-Priolo zones shown on the most recent map issue by the

State Geologist within the vicinity of the project (State of California, Department of Conservation 2012). The General Plan does identify two faults identified by the U.S. Geological Survey that underlie portions of the City; however, these faults have not been placed within State of California established Alquist-Priolo Earthquake Fault Zones, which are subject to special land use controls and building standards. Mitigation Measure GS-2 would apply to this project. GS-2 involves ensuring building codes, which contain regulations relating to building stability in the event of seismic activity, are up to date. The City has adopted the most recent comprehensive update of the California Building Code which includes the most recent state seismic requirements for structural design. All projects, including the Moulton La Paz project are required to acquire building permits, and are subject to the 2010 California Building Code to minimize damage from earthquakes and other geologic activity. There will be no new impacts due to fault rupture as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Since the mitigation measures identified in the General Plan Program EIR are incorporated into the design of the project and will be made conditions of project approval, such as compliance with the building code to offset potential impacts from ground rupture from an earthquake fault, the project is within the scope of the General Plan Program EIR and no further analysis is required.

ii) No Impact. The General Plan Program EIR concluded that with incorporation of GS-1 and GS-2, impacts due to ground shaking would be less than significant. The project site is not located in major active fault zones; however, like the rest of California, the project area is subject to ground shaking due to seismic activity. The General Plan Program EIR states that with the implementation measures listed above in item a. i., impacts related to ground shaking in the General Plan area, including the Moulton La Paz project area, would be less than significant. See above response (a.i.) for discussion relating to applicable mitigation measures identified in the General Plan Program EIR. There will be no impacts due to ground shaking as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Since the mitigation measures identified in the General Plan Program EIR are incorporated into the design of the project and will be made conditions of project approval, such as compliance with the building code to offset potential impacts from seismic ground shaking, the project is within the scope of the General Plan Program EIR and no further analysis is required.

iii) No Impact. The General Plan Program EIR concluded that with incorporation of GS-3, impacts due to ground failure/liquefaction would be less than significant. The Program EIR shows a narrow liquefaction hazard area along the southern portion of La Paz Road, including the portion that abuts the project site. A preliminary geotechnical investigation prepared for the project dated November 14, 2011 indicated that no special requirements were needed to address impacts from liquefaction. However the report noted that once detailed project grades became known, further analysis should be conducted since isolated pockets of areas subject to liquefaction are thought to exist roughly 8 feet below grade. Expected displacement was identified in the range of 1/4 inch to 1-1/4 inches but the report concluded that development of the site was feasible from a geotechnical standpoint. Recommendations included in the report can be found on pages 8-11 and are generally described as follow:

- Grubbing and clearing
- Removal of old fill and over-excavation

- Monitored grading
- 90 percent compaction
- Moisture content control
- Imported soil testing
- Limits on size of fill material such as rocks or broken concrete
- Following applicable guidelines, codes and ordinances
- Use of appropriate 2010 California Building Code site specific seismic design parameters
- Additional review of foundation and grading plans
- Preparation of a supplemental geotechnical investigation with additional subsurface exploration once actual design grades are determined.

Pursuant to GS-3, new construction associated with the Moulton La Paz Project will be subject to a condition of approval requiring geotechnical studies and compliance with recommendations in those geotechnical studies prior to permit issuance for the disturbed areas that may be subject to liquefaction (i.e. the portions of the project areas directly adjacent to La Paz Road). There will be no impacts due to ground failure/liquefaction as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Since mitigation measures identified in the General Plan Program EIR are incorporated into the design of the project and will be made conditions of project approval, such as approval of geologic and/ or geotechnical studies and compliance with the recommendations in those studies prior to issuance of a building permit, the project is within the scope of the impacts described by the General Plan Program EIR and no further analysis is required.

iv) No Impact. The Program EIR concluded that with incorporation of GS-3 and GS-4, impacts due to landslides would be less than significant. The General Plan Program EIR shows very small portions of the slope area above the project site as potential landslide hazard zones, simply due to the steep nature of the slope. A slope area borders a portion of the project area, with homes at the top of the slope, and the project area down-slope. Currently, the slope area that abuts the existing commercial site is well vegetated to protect from slides and other similar issues. A preliminary geotechnical investigation prepared for the project dated November 14, 2011 indicated that landslide was not an issue of concern for the project. Also, the development of the additional commercial area will not have any impact on the slope area, and the existing vegetation will all be maintained. The slope area abutting the existing open space corridor on La Paz Road is much smaller and not as steep as the portion abutting the commercial center. The City plans to re-landscape and add trail and passive recreation areas in the open space corridor. Slope planting will be maintained or re-landscaped in this area, reducing the possibility of displacement of soils and other slope materials. As previously noted, the slope areas abutting the open space area are minor slopes, and as such are not shown as landslide hazard areas in the General Plan Program EIR. No slope areas identified as landslide hazard zones will be disturbed as a part of the Moulton La Paz Project. The Moulton La Paz Project will be subject to a condition of approval requiring final geotechnical studies and compliance with the recommendations in those studies prior to permit issuance for the disturbed areas that may be subject to landslide (i.e. the portions of the project areas directly adjacent to La Paz Road), as required in mitigation measure GS-3 of the Program EIR. There will be no impact due to landslides as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Since mitigation measures identified in the General Plan Program EIR are incorporated into the design of the project and will be made

conditions of project approval, such as approval of geologic and/ or geotechnical studies prior to issuance of a building permit, the project is within the scope of the impacts described by General Plan Program EIR and no further analysis is required.

- b) No Impact.** The General Plan Program EIR concluded that impacts due to soil erosion would be less than significant. The General Plan Program EIR states that existing regulations in place, including local and state building codes and requirements for erosion control and grading activities, safeguard against soil erosion. The conditions resulting from the implementation of the Moulton La Paz project will not result in substantial soil erosion or the loss of top soil. All area will be paved or landscaped. The portion of the project consisting of commercial center will be finished with largely impervious surfaces with intermittent landscape planters and required drainage. The perimeter of the commercial area and the remaining City open space corridor will be landscaped with trees, shrubs, native grasses, and other ground cover. These conditions are not conducive to loss of topsoil or soil erosion. All construction and grading activities of the Moulton La Paz project will be subject to building and water quality controls requiring erosion control measures on disturbed soil during construction activities (these are standard Conditions of Approval for all development projects). Part of the project also includes the construction of an on-site retention pond which will have the effect of metering the flow of water out of the retention pond and into the watershed which will reduce the potential for erosion. There will be no impact on soil erosion as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. The project is required by law to comply with the City's water quality requirements which include hydro modification provisions under the City's MS4 NPDES permit prior to issuance of a building permit. Therefore the project is within the scope of the impacts described by General Plan Program EIR and no further analysis is required.
- c) No Impact.** See section 3.8a and 3.8b, above. The General Plan Program EIR states that subsidence due to groundwater withdrawal is possible in areas of Laguna Hills; however, there are no records of such subsidence occurring in the General Plan project area. The General Plan Program EIR concludes that impacts due to unstable geology units in the General Plan area, including the Moulton La Paz project would be less than significant with mitigation incorporation. Specifically, the General Plan Program EIR states that Mitigation Measure GS-5 should be incorporated to mitigate any impacts from unstable geology units. Mitigation measure GS-5 requires groundwater studies for projects with known or suspected high groundwater levels and requires incorporation of construction approaches to protect structures from potential unstable geology. A preliminary geotechnical investigation prepared for the project dated November 14, 2011 indicated that ground water was encountered in the area where new building construction is proposed at a depth of 17 feet. The report concluded that no special requirements are needed to facilitate the anticipated construction since the soil is capable of supporting the proposed development, subject to the recommendations described above. Consequently, the project area is not subject to impacts from ground water, so this mitigation measure would not apply to this project. However a final geotechnical study will be prepared to further document the site's suitability for construction. There will be no impact due to unstable geology units as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

- d) No Impact.** The General Plan Program EIR concluded that due to other codes and requirements for building projects already in place, impacts associated with expansive soils would be less than significant. Laguna Hills is known to have areas of expansive soils, but the project will be required to comply with the Municipal Code, Uniform Building Code, and grading regulations, including submitting soils reports and geotechnical studies as required. There will be no impact due to expansive soil that would create substantial risks to life or property as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.
- e) No Impact.** The General Plan Program EIR concluded that development planned as a part of the Program EIR would have no significant impacts on wastewater systems. The project does not involve the use of septic tanks. All wastewater will continue to be conveyed off-site via connections to the sanitary sewer system. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

3.7 – Greenhouse Gas Emissions

Program EIR Overview:

Discussion regarding greenhouse gas emissions related to implementation of the General Plan are discussed in section 6.3 (Global Climate Change) of the Program EIR. The EIR concluded that the implementation of the General Plan would result in a 24 percent increase over baseline conditions analyzed before the implementation of the General Plan. The EIR determined that this impact was significant and unavoidable.

Discussion of Project Impacts: The project will result in an incremental increase in development that will contribute a proportionate share of increased GHG emissions that was anticipated in the General Plan EIR.

General Plan Mitigation Measures

Mitigation Measures identified in the General Plan Program EIR and applicable to the Moulton La Paz project are listed below:

GCC-2 The City shall evaluate proposed development projects throughout the City using LEED standards, GreenPoint Rated, and/or other green building standards. The City encourages all future development and major renovation projects within the following General Plan designations to achieve LEED certification, and/or other green certifications: High Density Residential, Village Commercial, Freeway Commercial, Community Commercial, Office Professional, Mixed Use, Neighborhood Mixed Use, and Community/Private Institution. The City shall investigate the potential to offer density bonus incentives on residential projects that achieve LEED certification and other green certifications and ratings.

GCC-6 The City shall work with project proponents to ensure that safe and attractive sidewalks, walkways, bike lanes, and crosswalks that facilitate use are provided in accordance with City standards. The City shall work with developers to construct links to adjacent communities, using open space easements and utility easements where appropriate.

GCC-7 The City shall provide bicycle support facilities (e.g., bicycle racks, personal lockers, showers, and other bicycle riding support facilities) in new development and revitalization projects to encourage bicycle riding as a transportation mode. The City shall adopt a formal bike support facility ordinance and/or guidelines applicable to private and public development.

GCC-11 The City shall encourage water conservation throughout Laguna Hills in the following ways:

1. Encourage water developments to apply water-conserving principles, including such techniques and materials as native or low water use (drought-tolerant) plants, low precipitation sprinkler heads, bubblers, drip irrigation systems, and timing devices.
2. Support the production of recycled water and develop new uses for recycled water.
3. Apply water conservation techniques/project “water budgets” to achieve a significant reduction over historic use and over average uses for the proposed type of development by incorporation of water conservation devices, such as low-flow toilets, flow restriction devices, and water conserving appliances in new public and private development and rehabilitation projects.

Level of Significance after Mitigation. Implementation of the General Plan will result in potentially significant impacts related to GHG emissions that cannot be fully mitigated. A Statement of Overriding Considerations was adopted pursuant to Sections 15093 and 15126(b) of the CEQA Guidelines for these unavoidable significant impacts.

Moulton La Paz Project Checklist and Responses

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gasses?	☐	☐	☐	☒

a) **No Impact.** The General Plan Program EIR determined that implementation of the General Plan could have a significant cumulative impacts on GHG emissions if the plan's implementation would generate a substantial increase in GHG emissions relative to existing conditions. The General Plan EIR identified GHG emissions under conditions that existed in 2008 and with the implementation of the General Plan at build out. The Table 6-4 from the General Plan Program EIR depicts the analysis:

Table 6-4
City of Laguna Hills General Plan
Summary of Greenhouse Gas Emissions under Existing Conditions
and Buildout of the General Plan

Source	Existing GHG Emissions (MTCO ₂ or MTCO _{2e} /yr)	Buildout GHG Emissions (MTCO ₂ or MT CO _{2e} /yr)	Percent Increase
Construction Total (over 20-year buildout of the General Plan)	n/a	17,603	n/a
Vehicles	285,018	358,588	26%
Building Energy	86,365	101,587	18%
Embodied Energy of Water Consumption	2,268	2,370	5%
Operations Total	373,651	462,545	24%

Notes:

MTCO₂ = metric tons carbon dioxide per year

MTCO_{2e} = metric tons carbon dioxide equivalent per year

Source: Data calculated by EDAW in 2008

The General Plan Program EIR determined that the resultant 24% increase in GHG emissions over 2008 conditions was significant and unavoidable. The General Plan Program EIR included 14 mitigation measures in an effort to reduce potential impacts from GHG emissions as a result of the implementation of the General Plan. Of the 14 mitigation measures included as part of the General Plan Program EIR, 4 mitigation measures are applicable to new development. These applicable mitigation measures identified in the General Plan Program EIR are incorporated into the design of the project and will be made conditions of project approval in an effort to reduce GHG.

The proposed project is consistent with the level of development anticipated for the site therefore the project is consistent with the impacts and within the scope of analysis conducted for the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

b) No Impact. See 3.7a.

3.8 – Hazards and Hazardous Materials

Program EIR Overview:

Discussion regarding hazards and hazardous materials related to implementation of the General Plan are discussed in section 5.7 of the General Plan Program EIR. The General Plan concluded that impacts as a result of the implementation of the General Plan would be less than significant.

Discussion of Project Impacts: The project will result in an incremental increase in development that was anticipated under the General Plan Program EIR but does not include the use of hazardous materials or result in the creation of improvements, or the establishment uses or activities that increase the level of exposure of people or improvements to hazardous conditions.

General Plan EIR Mitigation Measures:

The General Plan Program EIR identified no significant potential impacts with regard to hazards and hazardous materials; therefore, no mitigation was required.

Moulton La Paz Project Checklist and Responses

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result	☐	☐	☐	☒

in a safety hazard for people residing or working in the project area?				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒

a) No Impact. The General Plan Program EIR concludes that because the current regulatory environment provides a high level of protection from hazardous materials within, transported to, and stored at commercial or industrial facilities within the planning area, no significant impacts are expected due to the implementation of the General Plan. Further, the project site will consist of typical commercial area (retail and restaurant space) and open space. Typical uses for this type of property are not expected to involve the use, storage, or transportation of hazardous materials. Impacts related to hazardous materials transport, use, disposal, or spill were adequately addressed in the General Plan Program EIR and no impacts beyond those studied in the EIR will result from implementation of the project. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

b) No Impact. See 3.8a.

c) No Impact. The subject site is not within one-quarter mile of an existing or planned school. Therefore there are no impacts and no further study is required. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

d) No Impact. The General Plan Program EIR identified all sites within the City on the list of hazardous materials sites (commonly referred to as the Cortese List). Despite these occurrences, the Program EIR determined that impacts related to hazardous materials sites would be less than significant due to existing regulations and permit requirements. The subject site is not currently on the Cortese List (nor was it on the list at the time of the preparation of the EIR). There will be no impact related to the Cortese List that has not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

e) No Impact. The General Plan area, including the project site, is not located within the boundaries of an airport land use plan or within the vicinity of a public or private airport. Therefore, the General Plan Program EIR determined that no further study was required and no impacts would occur.

f) No impact. See 3.8e.

g) No Impact. The General Plan Program EIR determined that the relatively small scale of any new development that would result from implementation of the General Plan was not expected to impair implementation of, or physically interfere with the Laguna Hills Emergency Operations Plan (EOP). Potential impacts regarding interference with emergency response or evacuation plans was adequately studied in the Program EIR and impacts were determined to be less than significant; no further study is required. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

h) No Impact. The General Plan Program EIR concluded that impacts due to wildland fires would be less than significant. The City has no Very High Fire Hazard Severity areas, as designated by CAL FIRE's Fire Hazard Severity Zone maps for State Responsibility Areas adopted in 2007. CAL FIRE has developed a draft Laguna Hills Local Responsibility Fire Hazard Severity Zone map; however, this map has not been adopted by the City of Laguna Hills. While the draft local responsibility map shows several moderate and high fire hazard severity zones within the City, the project area is not located in or adjacent to any of these fire hazard zones (CAL FIRE 2011). There will be no impact associated with wildland fires as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

3.9 – Hydrology and Water Quality

Program EIR Overview:

Discussion of hydrology and water quality issues related to implementation of the General Plan are discussed in section 5.8 of the General Plan Program EIR. The General Plan Program EIR determined that impacts to hydrology and water quality would result from future storm water runoff from new impervious surfaces included in new development. Flooding was also identified as a potential impact in certain areas of the City adjacent to Aliso Creek, Veeh Reservoir, Mill Creek, and in a zone northwest of Alicia Parkway in the southern portion of the City. But, the General Plan Program EIR concluded that impacts resulting from the implementation of the General Plan would be less than significant after mitigation. As relates to this project, mitigation measures that apply to new development ensure that new construction implements low impact development standards and include BMPs to comply with the city's clean water requirements in its MS4 NPDES permit.

Discussion of Project Impacts: The project will result in an incremental increase in impervious surfaces that will be subject to City development requirements that must comply with LID standards and BMP requirements under the City's MS4 NPDES permit. Project improvements will include water runoff infiltration areas, a small water runoff detention basin, and underground stormwater runoff storage improvements that will modify peak stormwater flows off the site into the regional storm drain network in order to reduce erosion.

General Plan EIR Mitigation Measures:

Mitigation Measures identified in the Program EIR and applicable to the Moulton La Paz Project are listed below:

HWQ-1 The City shall adopt, amend, and/or continue to enforce City policies, regulations, and programs to decrease stormwater and urban runoff pollution while considering the following:

1. Promote the use of low impact development (LID) standards in new development and redevelopment projects.
2. Continue to implement the National Pollutant Discharge Elimination System (NPDES) stormwater permits issued by the State and Regional Water Quality Control Board. Require new development and revitalization projects to incorporate Best Management Practices (BMPs) pursuant to the NPDES permit to ensure that the City complies with applicable state and federal regulations.
3. Educate residents regarding surface water quality pollutants, especially those that may result from community activities, such as car washes.

Further as a condition of project approval, require new development and redevelopment to provide adequate on-site and off-site stormwater and flood management facilities to control direct and indirect erosion and discharges of pollutants and/or sediments. To determine the facility and BMP needs, the City will require, when necessary, a hydrological/drainage analysis be performed by a state-licensed and City-approved engineer, with the cost of said analysis the responsibility of the project applicant.

HWQ-2 The City shall coordinate with the OCFCD to ensure regularly scheduled maintenance of flood control channels and completion of necessary repairs to promote flood protection facilities capable of accommodating 100 year storm flows. Coordinate with the OCFCD and water districts regarding any needed improvements to

existing aboveground water tanks. Work with the District to identify new flood control improvements, and establish installation programs for improvements.

Level of Significance after Mitigation. The General Plan EIR identified no significant, unavoidable impacts associated with hydrology and water quality.

Moulton La Paz Checklist and Responses

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?	☐	☐	☐	☒
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate or pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream river, or substantial runoff in a manner, which would result in flooding on- or off-site?	☐	☐	☐	☒
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?	☐	☐	☐	☒
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒
f) Otherwise substantially degrade water quality?	☐	☐	☐	☒
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within a 100-year flood hazard area structures, which	☐	☐	☐	☒

would impede or redirect flood flows?				
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

a) No Impact. The Program EIR concluded that impacts due to waste discharge and water quality would be less than significant. The Program EIR concludes that the City is required to comply with the requirements of the NPDES Stormwater Discharge Permit, including implementation of BMPs to control the discharge of pollutants, for all projects within the City. Appropriate BMPs and other requirements of the NPDES Stormwater Discharge Permit will be incorporated into the project where applicable. These are standard conditions for all projects within the City. These BMPs consist of both structural and non-structural measures including retention basins and first flush diversion devices, porous pavements, public education, street sweeping, and toxic waste collection plans. There will be no impacts due to waste discharge and water quality as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

b) No Impact. The General Plan Program EIR concluded that no significant impacts associated with groundwater resources would occur. The City of Laguna Hills does not overlie a named groundwater basin. The Program EIR states that implementation of the General Plan, including the Moulton La Paz project, does not have the potential to convert existing groundwater recharge areas into urban uses. There will be no impacts on groundwater supplies as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

c) No Impact. The General Plan Program EIR concluded that there would be no significant impacts associated with alteration of existing drainage patterns including streams or rivers that may cause flooding on- or off-site with implementation of mitigations measures. There is a natural drainage area that flows through the subject site along La Paz Road; however, the site is not located within the 100-year or 500-year floodplain and is not identified in the General Plan as a high risk area for flooding. The General Plan states that development within Laguna Hills has been planned and constructed in conformance with the National Flood Insurance Program, and the existing flood control and stormwater drainage systems have both been designed and created to accommodate the anticipated growth and future land development within the City. The existing drainage infrastructure on the site will be re-routed, where necessary, and protected in place where possible. The Program EIR concluded that with existing regulations and implementation of mitigation measures HWQ-1 and HWQ-2, impacts would be less than significant. The applicable mitigation measures identified in the General Plan Program EIR are incorporated into the design of the project and will be made conditions of project approval, as required in HWQ-1, including using LID standards in the newly developed lot and parking lot areas and meeting the requirements of the NPDES stormwater permit to prevent excessive runoff from the subject site. The open space area drainage areas will be protected and enhanced with native vegetation to further reduce flooding, runoff, and erosion concerns. There will be no impacts

associated with alteration of existing drainage patterns that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

d) No impact. See 3.9c.

e) No Impact. The General Plan Program EIR concluded that there would be no significant impacts associated with additional runoff water or degradation of water quality. The General Plan Program EIR states that due to existing regulations, including requirements of NPDES Stormwater Discharge Permit, such as BMPs and LID development standards, effects on runoff and negative impacts to water quality would be less than significant. Additionally, as mentioned above in response 3.9 c and 3.9d, HWQ-1 will be implemented which deals with requiring and enforcing the existing regulations such as those listed above, further preventing any impacts with runoff and degradation of water quality. This mitigation measure is incorporated in the design of the project and will be made a condition of project approval as applicable. Specifically, representatives from the shopping center project have been working with the City Public Services Department to incorporate BMPs and LID standards, including several methods of retaining stormwater on-site and natural stormwater filtration including bioremediation of water in specified landscape areas. The open space project will improve landscape coverage on the open space site, increasing opportunity for natural stormwater filtration and providing an ideal area for runoff (which already occurs at this location due to drainage patterns) to be slowed and recharged into the ground. There will be no impacts associated with additional runoff or degradation of water quality that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

f) No impact. See 3.9e.

g) No Impact. The General Plan Program EIR concluded that there would be no significant impacts associated with placing housing or structures within the 100-year flood hazard area with incorporation of mitigation measures HWQ-1 and HWQ-2. These mitigation measures are incorporated in the design of the project. While there are areas within these designations within the Program EIR project area, the Moulton La Paz project is not located within a 100-year flood hazard area (or 500-year flood hazard area) as mapped on the most recently published Flood Insurance Rate Map (Federal Emergency Management Agency 2009). Because the project would not place structures within a designated flood hazard area, those mitigation measures would not be applicable for this checklist response for this project. There will be no impacts associated with structures or housing being located within a 100-year flood hazard area that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

h) No impact. See 3.9h.

i) No Impact. The Program EIR concluded that while there are opportunities for flooding due to failure of a levee, dam, or reservoir within the City, these impacts would be less than significant with mitigation measures HWQ-1 and HWQ-2. These mitigation measures are incorporated in the design of the project. The

Program EIR specifically points out that impacts of dam or reservoir failures could be significant for Lake Mission Viejo, since water flows down Oso Creek and could therefore affect the southeasternmost edge of the City adjacent to I-5. It also specifically mentions that local inundation and erosion effects could impact the area and water tanks immediately adjacent to the Veeh Reservoir and Sulphur Creek Reservoir. The project site is not located adjacent to any of the areas that would be impacted by flooding due to reservoir, levee, or dam failure and therefore, the mitigation measures would not apply to the checklist response for the project. There will be no impacts associated with flooding due to levee, dam, or reservoir failure due to implementation of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

- j) **No Impact.** The General Plan Program EIR concluded that there will be no significant impacts related to seiches, tsunamis, or mudflows as a result of implementation of the General Plan. The General Plan Program EIR states that due to the City's inland location, the City including the Moulton La Paz project site, will not be affected by tsunamis. Potential impacts related to seiches are discussed in the Program EIR as possible as a result of strong ground shaking causing structural damage to above-ground water tanks in certain areas of the City. Because there are no above ground water tanks in close proximity to the subject site, this is not expected to cause potential impacts at the project site. The General Plan Program EIR discusses mudflows as a possibility in areas where natural vegetation is removed from hillsides and/or cuts are made into hillsides. However, the EIR notes that standard erosion control practices, and avoidance of steepened slopes near developed areas would limit any potential impacts to less than significant. In the Moulton La Paz project, the hillsides around the commercial area will not be disturbed and the existing hillside vegetation will be protected in place, causing no potential mudslide impacts in this area. The open space area, which has minimal slope areas along its northern perimeter, will not be planted with additional vegetation, limiting any potential for mudslides at that location. There will be no impacts associated with tsunami, seiche, or mudflow that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

3.10 – Land Use and Planning

Program EIR Overview:

Discussion of land use and planning issues related to implementation of the General Plan are discussed in section 5.9 of the General Plan Program EIR. The General Plan Program EIR did not identify any mitigation measures applicable to site-specific development project. However, the General Plan Program EIR indicates that these projects must be considered in terms of their impact on the City's job's housing balance and fiscal stability and ability to provide their fair share of infrastructure.

Discussion of Project Impacts: The project will result in an incremental increase in development in the planning area that was anticipated by the General Plan Program EIR. The project will create the need for additional infrastructure improvements which will be provided by the project.

General Plan EIR Mitigation Measures:

Mitigation Measures identified in the General Plan Program EIR and applicable to the Moulton La Paz Project are listed below:

LU-1 The City shall review discretionary development proposals to assess the project's effect on the community's jobs/housing balance and fiscal stability. Ensure developments provide their fair share of infrastructure such as utilities, roads, parks, and recreational opportunities or pay in-lieu fees toward the development/extension of these facilities.

Level of Significance after Mitigation. The General Plan Program EIR identified no significant, unavoidable impacts associated with land use and planning.

Moulton La Paz Checklist and Responses

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community	☐	☐	☐	☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or	☐	☐	☐	☒

natural community conservation plan?				
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- a) **No Impact.** The General Plan Program EIR concluded that implementation of the General Plan would result in a less than significant impact with regard to division of an existing community. The General Plan Program EIR specifically notes that development planned as a part of the General Plan focuses on redevelopment of existing urbanized areas, rather than developing in a way that would divide existing communities by significantly altering land use patterns (General Plan PEIR page 5.9-6). The Moulton La Paz project will not cause a divide in an established community, as it proposes only a +/- 30,000 square foot expansion to an existing commercial center within an urbanized area and complies with applicable codes including the Laguna Hills Development Code. Existing trail and sidewalk connections in the area and on the project area site will be maintained or improved. No project improvements are proposed that modify the existing street circulation system.

The additional commercial space created by this project was included in the scope of the General Plan and the Program EIR for the General Plan project area. Impacts related to community division as a result of the implementation of the Moulton La Paz project are within the scope of the General Plan Program EIR and no further study is required. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

- b) **No Impact.** The General Plan Program EIR concluded that there would be no significant impacts related to conflicts with existing plans, policies, or regulations adopted for the purpose of avoiding or mitigating environmental effect with the implementation of mitigation measures, not all of which are applicable to this project. The EIR studied the impacts of implementation of the General Plan and its associated employment and population growth on consistency with applicable land use plans, policies, or regulations, including the SCAG Regional Comprehensive Plan, SCAG Regional Transportation Plan, SCAG Compass Blueprint, County of Orange Growth Management Plan, and the Laguna Hills Municipal Code. The General Plan Program EIR analyzed consistency between the General Plan and 41 applicable SCAG policies taken from the SCAG policy documents identified above. The General Plan Program EIR determined that the implementation of the General Plan was completely consistent with SCAG policies. The proposed project is also consistent with the level of development anticipated in the General Plan and therefore with the level of analysis in the EIR.

As it relates to this project, LU-1 addresses evaluating individual projects for effects on the jobs/housing balance in the community. This mitigation measure is incorporated into the design of the project. The subject project adds no housing. While the project does produce an increase in commercial retail/restaurant space of approximately 30,000 square feet, this increase is not significant enough to impact the jobs/housing balance in the community. The project is likely to add around 50 temporary construction jobs and 50-100 new permanent jobs to the local economy. In May 2011, data collected by the Southern California Association of Governments (SCAG) identified over 18,800 jobs located within the community. The project would result in a 0.005 percent increase in the number of jobs in the community which is not a significant number. The City's jobs housing balance, which is presently at 1.79 jobs/ household, would remain virtually unchanged as a result of the project.

There will be no impacts associated with conflicts concerning land use planning, policy, or regulations that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

- c) **No Impact.** The General Plan Program EIR concluded that impacts related to conflicts with applicable habitat conservation plans or natural community conservation plans would be less than significant. The site is not located within an applicable Natural Community Conservation Plan or habitat conservation plan. Therefore the Moulton La Paz project will have no impact on an applicable NCCP or habitat conservation plan and falls within the scope of the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

3.11 – Mineral Resources

Program EIR Overview:

Discussion of impacts to mineral resources related to implementation of the General Plan are discussed in section 5.6 (Geology, Soils, and Mineral Resources) of the General Plan Program EIR. The General Plan Program EIR identifies no areas used for extraction of mineral resources, nor are any areas in the City specifically identified by the California Department of Mines and Geology as having substantial mineral resources. The General Plan Program EIR identifies that some areas in the southern and western portions of the City (the general location of the Moulton La Paz project) are designated as “MRZ 1”. Areas with an MRZ 1 designation are areas where adequate information exists to indicate that no significant mineral deposits are present, or where it has been determined that little likelihood exists for their presence (EDAW/AECOM 2009). The California Surface Mining and Reclamation Act of 1975 does not require local governments to protect land designated as MRZ 1

Discussion of Project Impacts: The project will result in an incremental increase in development in the planning area that was anticipated under the General Plan Program EIR.

General Plan EIR Mitigation Measures:

Impacts related to mineral resources as a result of the implementation of the General Plan were found to be less than significant. Therefore, no mitigation is required.

Moulton La Paz Checklist and Responses

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

a) No Impact. The General Plan Program EIR concluded that impacts related to the loss of availability of a known or locally-important mineral resource that would be of value to the region and residents of the state would be less than significant. The General Plan Program EIR states that the City is not located within an area specifically identified by the California Department of Mines and Geology as having substantial mineral resources. The General Plan identifies that only areas designated as MRZ 1 are located in the project area. MRZ 1 areas are known to not have significant mineral resources or are not likely to have significant mineral resources and are not required to be protected. No new discovery of significant mineral resources has

occurred on or around the project area since adoption of the General Plan Program EIR. Therefore, the Moulton La Paz project will have no impact on mineral resources and was adequately studied in the Program EIR.

b) No impact. See Section 3.11a.

3.12 – Noise

Program EIR Overview:

Discussion of noise issues related to implementation of the General Plan are discussed in section 5.10 of the General Plan Program EIR. The General Plan Program EIR evaluated noise impacts in the planning area anticipated as a result in the increase in traffic on roadways but determined that the application of mitigation would reduce impacts below a level of significance. Noise impacts from individual projects were not evaluated but were subject to mitigation that requires noise impacts to be less than significant by complying with City noise standards that limit maximum noise levels, construction hours, and days. New development is also subject to mitigation that requires uses to operate within the requirements of the City's noise ordinance.

Discussion of Project Impacts: The project will result in an incremental increase in development in the planning area which will generate short-term increases in noise as a result of construction along with long-term increases in noise as a result of increased traffic and parking lot activity near single-family residences. However, these increases in noise do not rise above the threshold of significance. The new project will add 190 trips at the highest peak hour and 2,297 average daily trips. The General Plan Program EIR predicted that roadway noise would result in a 1.5 dBA increase in noise level in the area before the implementation of the General Plan. The project is expected to increase noise by 1dBA as a result of activity on the site.

General Plan EIR Mitigation Measures:

Mitigation Measures identified in the Program EIR and applicable to the Moulton La Paz Project are listed below:

N-1 The City shall review development proposals to ensure that the noise standards and compatibility criteria set forth in the Noise Element are met. The City shall consult Noise Element guidelines and standards for noise compatible land uses to determine the suitability of proposed developments relative to existing and forecasted noise levels. The City shall enforce California Title 24 Noise Standards to ensure an acceptable interior noise level of 45 dBA CNEL in habitable rooms. The City shall require acoustical analysis for all discretionary projects where any of the following apply:

1. The project will create or impact noise sensitive land uses and is located within the existing or future 60 dBA CNEL or higher contour.
2. The project will add more than 10 percent to the volume of average daily traffic of any arterial street.
3. The project will add 1,000 or more vehicles in the peak hour on adjacent roadways.
4. The project will introduce noise or vibration sources associated with mechanical equipment operations, entertainment, maintenance, and facility operations.
5. The project is a proposed residential use in the vicinity of existing and proposed commercial areas.
6. The project is a mixed use development that includes a residential component. The focus of this type of acoustical study is to determine likely interior and exterior noise levels and recommend appropriate design features to reduce noise.

N-3 The City shall review the locations of proposed projects with the potential to generate noise in relation to sensitive receptors through the discretionary project review process. The City shall limit delivery or service hours for stores and businesses with loading areas, docks, or trash bins that gain access on driveways next to

residential and other noise sensitive areas. The City shall only approve exceptions if full compliance with the nighttime limits of the noise regulations is achieved.

N-4 The City shall require all construction activity to comply with the limits (maximum noise levels, hours, and days of allowed activity) established in City noise regulations to reduce impacts associated with temporary construction noise to the extent feasible. Trucks associated with construction activities shall follow designated truck routes, where appropriate.

Level of Significance after Mitigation. No unavoidable significant impacts related to Noise were identified in the Program EIR.

Moulton La Paz Checklist and Responses

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b) Result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c) Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
d) Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

- a) **No Impact.** The General Plan Program EIR concluded that with the incorporation of mitigation measures N-1 and N-3, impacts related to compliance with established noise standards would be less than significant. The mitigation measures identified in the General Plan Program EIR are incorporated into the design of the project. Although the project is located within close proximity to residential land uses which are noise sensitive land uses, the project will not result in a permanent increase in noise that results in an impact that was not already analyzed in the General Plan Program EIR. The General Plan Program EIR identifies transportation as the most significant noise producing source. Major transportation corridors in the City include I-5, the SR-73 Toll Road, and major local roadways. La Paz Road and Moulton Parkway are the major local roadways adjacent to the site. The SR-73 Toll Road is also located approximately 1,500 feet southwest of the site.

The EIR identified the following existing noise conditions in 2009:

Road	Segment	CNEL at 100 Feet	Distance to 70 dBA contour	Distance to 65 dBA contour	Distance to 60 dBA contour	Distance to 55 dBA contour
La Paz	West of Moulton	71.9	93	295	933	2,951
La Paz	East of Moulton	71.4	82	260	824	2,605

Existing traffic essentially exposes residential uses around the project to noise levels that approach 65dBA along the southern edges of the Monte Royale neighborhood adjacent to the project site. On the western edge of the residential uses adjacent to the project site on Santa Rosa Avenue, the 65 dBA contour encroaches into the neighborhood a distance of approximately 250 feet from the east edge of the Moulton Avenue Parkway right-of-way.

The General Plan Program EIR predicted that noise levels from future traffic levels resulting from the implementation of the General Plan would remain the same along La Paz Road but would encroach further into the neighborhood an additional 300 feet east, nearly reaching Los Alamitos Avenue. Despite the further encroachment of the 65 dBA noise contour impacts were deemed not to be significant since the increase in noise was predicted to be 1.5 dBA.

Studies have shown that the smallest perceptible change in sound level for a person with normal hearing sensitivity is approximately 3 dBA. A change of at least 5 dBA would be noticeable and would likely evoke a community reaction. A 10 dBA increase is subjectively heard as a doubling in loudness and would most certainly cause a community reaction. Also, for every doubling of distance between a noise source and the receptor, dBA will generally decrease 4-7 dBA.

Construction Phase Noise Impacts

In general, construction activities resulting on the project site would increase ambient noise levels in the vicinity on an intermittent, but temporary, basis. Noise levels during construction would fluctuate depending on the construction phase, equipment type and duration of use, distance between the noise source and receptor, and the presence or absence of barriers between the noise source and receptor. The General Plan Program EIR identified that the application of mitigation measure N-4 would reduce impacts below a level of significance. This mitigation measure identified in the General Plan Program EIR is incorporated into the design of the project and will be made a condition of project approval.

Parking Lot Noise

The proposed project would provide at-grade parking on the project site. Various noise events, including noise related to automobile movement near driveways, car alarms, car horns, door slams, and tire squeals, may occur within the proposed parking areas. Parking activity would generate a noise level of approximately 59.5 dBA at the nearest sensitive receptor to the project site at 26501 Los Alamitos Avenue (i.e., approximately 70 feet to the north from planned parking improvements). When added to the existing ambient noise level of around 65 dBA, parking lot activity would result in a new ambient noise level of 66 dBA since noise is cumulative. However, at an increase of 1 decibel the incremental increase in noise would be less than the 3-dBA perceptibility threshold. Thus, parking lot activity would result in a less-than-significant impact.

Loading Dock Noise. Local carrier vehicles and vendor vehicles accessing the project site have the potential to increase ambient noise levels on the project site and in its vicinity. The proposed grocery use would receive several deliveries per day from a variety of vehicles.

A heavy-duty truck typically generates a noise level of approximately 75 dBA at 50 feet. The nearest sensitive receptors would be located approximately 280 feet west of the loading dock. Therefore predicted noise levels would decrease by nearly 30dBA at the nearest receptor residence and loading dock noise levels would be approximately 45 dBA. Additional design features such as the use of a loading dock enclosure wall, would ensure that no sensitive receptor would have a direct line-of-sight to the loading dock area. This would decrease loading dock area noise levels by at least 10 dBA at the nearest sensitive receptor. As a result, loading dock noise at the nearest sensitive receptor would be approximately 35 dBA.

Considering the analysis of noise impacts as described above there will be no impacts associated with noise that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

- b) No Impact.** See Section 3.12a above. Short-term impacts from construction would occur as a result of the operation of heavy equipment such as trucks, scrapers and bulldozers during initial grading on the open space parcel. The General Plan Program EIR determined that impacts related to excessive vibration and groundborne noise would be reduced by the implementation of mitigation measures N-1 and N-3. These mitigation measures identified in the General Plan Program EIR are incorporated into the design of the project. Considering the analysis of noise impacts as described above there will be no impacts associated with noise that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.
- c) No Impact.** See Section 3.12a and 3.12b.
- d) No Impact.** See Section 3.12b.
- e) No Impact.** The City is not located within the boundaries of an airport land use plan or within 2 miles of a public airport or public use airport. The City is not located within the vicinity of a private airstrip. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

f) No Impact. See Section 3-12e.

3.13 – Population and Housing

Program EIR Overview:

Discussion regarding population and housing related to implementation of the General Plan are discussed in section 5.11 of the General Plan Program EIR. The General Plan Program EIR states that new development pursuant to the General Plan could result in approximately 457 new dwelling units and 1,031,530 square feet of non-residential building floor area in the planning area by 2030. While new residential units and jobs are expected to be developed under the General Plan, the General Plan Program EIR concluded that implementation of the General Plan will not directly induce a substantial increase in housing or associated population growth.

Discussion of Project Impacts: The proposed project adds no new housing units to the City’s housing stock.

General Plan EIR Mitigation Measures:

Impacts to population and housing as a result of implementation of the General Plan were found to be less than significant. Therefore, no mitigation is required.

Moulton La Paz Project Checklist and Responses

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

- a) No Impact.** The General Plan Program EIR concluded that both indirect and direct impacts due to substantial population growth would be less than significant. The General Plan Program EIR analyzed expected increases and housing units and commercial square-footage as a result of implementation of the General Plan as well as SCAG projections for jobs and housing. The General Plan Program EIR projections were based on expected increases in housing and commercial space, including potential changes in identified “opportunity areas,” including the Moulton La Paz project area for which the General Plan anticipated an addition of approximately 30,000 commercial square feet. The General Plan also concluded that while some improvement of roads or infrastructure is expected to occur, it would be sized to serve only

new development anticipated under the General Plan. No roads or infrastructure would be extended into areas not currently served.

The Moulton La Paz project proposes no residential units, but will add a net increase of approximately 30,000 square feet of commercial area. While several new businesses are expected to occupy the additional commercial square-footage, the businesses for this relatively small area are not expected to produce a “substantial” increase in population growth as a result of the slight increase in economic activity at the site. Further, this additional commercial space was specifically planned for in the General Plan, and the General Plan Program EIR found any increases in population growth to be less than significant. There will be no impact on population growth as a result of the project that has not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

b) No Impact. The General Plan Program EIR concluded that implementation of the General Plan would not displace substantial numbers of people or housing and will not result in a significant impact. Primarily this is based upon the fact that most redevelopment anticipated by the General Plan occurs in areas where there is no existing housing to be displaced. The Moulton La Paz project area is one area specifically designated by the General Plan as an “opportunity area” for future development. The Moulton La Paz project site has no existing residential development. Therefore, there will be no people or housing displaced by implementation of the project. There will be no impacts as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

c) No Impact. See Section 3-13b.

3.14 – Public Services

Program EIR Overview:

Discussion regarding public services related to implementation of the General Plan are discussed in section 5.12 of the Program EIR.

Discussion of Project Impacts: The proposed project adds additional building improvements on private property that will rely on public services for fire and police protection, solid waste disposal, water service, waste water treatment, energy systems, and storm drain infrastructure to serve a +/- 30,000 square foot expansion of an existing shopping center

General Plan EIR Mitigation Measures:

PSU-1 The City shall review all development projects in consultation with the appropriate water district to ensure adequate water supplies, treatment, and distribution capacity for all projects will be achieved without a negative impact to the community. For those projects subject to SB 610 and/or SB 221, the City shall require a Water Supply Assessment or water supply verification demonstrating available water supplies exist to support the proposed development project. In the event that sufficient uncommitted capacity does not exist, the City shall not grant discretionary approval until capacity becomes available.

PSU-2 The City shall implement applicable provisions in the MNWD and ETWD Urban Water Master Plans to ensure that adequate water supplies are available to meet the needs of current and future growth, as well as during an emergency event or drought. The City shall support efforts by these agencies to research and employ new technologies that improve water services and/or sustainability of water supplies in Laguna Hills.

PSU-3 The City shall implement solid waste diversion programs as well as public education programs as outlined in the City's Source Reduction and Recycling Element required by Assembly Bill 939. As part of this program, work with the private sector contractor providing solid waste services within the City to ensure that appropriate recycling containers, procedures, and education are readily available throughout the community.

PSU-4 The City shall promote the use of the County of Orange's Household Hazardous Waste Collections Centers for the proper disposal of hazardous waste. Continue to identify locations where residents can properly dispose of hazardous waste and advertise these locations at public counters and on the City's website.

Level of Significance after Mitigation. No unavoidable significant impacts related to Public Services were identified in the Program EIR.

Moulton La Paz Checklist and Responses

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact

		Incorporated		
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?	☐	☐	☐	☒
b) Police protection?	☐	☐	☐	☒
c) Schools?	☐	☐	☐	☒
d) Parks?	☐	☐	☐	☒
e) Other public facilities?	☐	☐	☐	☒

a) No Impact. The General Plan Program EIR concluded that impacts associated with fire protection and emergency services would be less than significant. The General Plan assumed an expansion of commercial area at the Moulton La Paz project area of approximately 30,000 square feet. The General Plan Program EIR analyzed this and other projected commercial and residential increases in light of the ratio of firefighters to residents that OCFA maintains. The General Plan Program EIR concluded that even with projected increases, no additional fire protection personnel would be expected to be required due to current levels of staffing over the minimum ratio. The project would place no demands on Fire protection services that have not already been adequately studied in the General Plan Program EIR. Additionally, discretionary projects are reviewed by OCFA prior to the City granting an entitlement or building permit. As such, the Moulton La Paz project has been reviewed by OCFA who has communicated no concerns related to this project's demand on fire protection services. There will be no impacts as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

b) No Impact. The General Plan Program EIR concluded that impacts associated with police protection would be less than significant. Police services (Orange County Sheriff's Department) does not utilize a personnel-to-population ratio. Levels of personnel are determined by OCSD analyzing demographics, calls for service, population, and crime trends. The General Plan Program EIR concludes that while it is not possible to determine with certainty that future growth would not result in the need for new police protection facilities or personnel, the OCSD does not have plans for the immediate or future expansion of police facilities, staff, or general equipment inventory within the planning area at General Plan buildout. Since the General Plan assumed a 30,000 square foot commercial expansion at the Moulton La Paz project site, impacts related to police protection have been adequately addressed by the General Plan Program EIR and no significant impacts are expected. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

- c) **No Impact.** The General Plan Program EIR concluded that impacts associated with schools as a result of General Plan implementation would be less than significant. The General Plan Program EIR analyzed the number of additional students that may result from implementation of the General Plan using Saddleback Valley Unified School District student generation rates. The student generation rates are specifically tied to the number of dwelling units. The General Plan Program EIR concluded that while additional students may be generated by the implementation of the General Plan, it is not anticipated that district capacity would be exceeded in the future. The Moulton La Paz project involves no addition of dwelling units. The Moulton La Paz projects potential impacts on school facilities has been adequately addressed by the General Plan Program EIR and no impacts beyond those identified in the General Plan Program EIR will occur. There will be no impacts as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore, the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.
- d) **No Impact.** The General Plan resulted in the re-zoning of approximately 2.2 acres of open space to a commercial land use designation. The EIR evaluated the conversion of the open space and its effects on parks and determined that the impact would be less than significant. There will be no impacts as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.
- e) **No Impact.** The General Plan Program EIR concluded that the implementation of the General Plan would require mitigation measures to address impacts to water and solid waste (energy is addressed in Section 3.7 – Greenhouse Gas Emissions from area sources). Mitigation measure PSU-1, related to water requires the City to review projects with the appropriate water district to ensure adequate capacity and to implement the applicable provisions in the applicable district's Urban Water Master Plan. This mitigation measure identified in the General Plan Program EIR is incorporated into the design of the project.

The project lies within the Moulton Niguel Water District which adopted its Urban Water Management Plan (UWMP) in 2011. The plan states that *"(the district) is capable of providing their customers all their demands with significant reserves in multiple dry years from 2015 through 2035 with a demand increase of 7.2%. This is true even if the demand projections were to be increased by a large margin."* The Plan recognized that the service area was built out and that additional demand would come from projects involving redevelopment of existing uses. MNWD was notified of the City's general plan update, including the future land uses anticipated in the general plan update such as the Moulton La Paz Project. As MNWD updated its UWMP, no special consideration was given to the City's general plan update. To meet state-mandated water reduction requirements known as SBx7-7, MNWD identified 14 best management practices to implement to reduce water demand. However none of these BMPs directly addresses new development in commercial districts. Therefore no special conditions need apply to the project to implement mitigation measures that were adopted as part of the General Plan Program EIR.

For solid waste, the EIR determined that on-going work to implement waste diversion practices and promotion of the County's solid waste would mitigate potential impacts below a level of significance. General Plan Program EIR Mitigation Measure PSU-3 specifically requires that the City implement solid waste diversion programs. It is expected that the operational phase of the project would meet with the same success rate for waste diversion within the City which already exceeds the 50 percent diversion

requirement. The mitigation measure identified in the General Plan Program EIR is incorporated into the design of the project. See also Section 3.17f.

There will be no new impacts as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

3.15 – Recreation

Program EIR Overview:

Impacts to recreation in the City related to implementation of the General Plan are discussed in section 5.3 of the General Plan Program EIR. The General Plan Program EIR determined that no significant impacts would occur as a result of the implementation of the General Plan and that no mitigation was required.

Discussion of Project Impacts: The proposed project would result in new commercial construction over an open space parcel as anticipated in the General Plan Program EIR.

General Plan EIR Mitigation Measures:

Impacts on recreation facilities as a result of implementation of the General Plan were found to be less than significant.

Moulton La Paz Checklist and Responses

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☐	☐	☐	☒

a) No Impact. The General Plan Program EIR concluded that impacts associated with the increased use and physical deterioration of recreational resources within the planning area would be less than significant. The General Plan analyzed current (2007) and projected (2030) park acreage needs. The General Plan notes that currently (as of 2007) there is a surplus of 20.23 acres of parkland in Laguna Hills. While the project does call for an increase in commercial space, which can indirectly affect population and therefore cause impacts on recreational resources, the expansion is under 30,000 square feet and is not expected to cause a significant increase in population (see Section 3.13 Population and Housing). Additionally, this increase in commercial area was specifically planned for in the General Plan and as such, factored into the General Plan EIR study. The General Plan specifically mentions the commercial area increase and subsequent decrease in the dedicated open space area. The General Plan notes that this area is not used for recreational purposes (except the trail which will be improved and maintained) and is not included in the parkland calculations, therefore, it does not affect the study conducted for the General Plan Program EIR. Additionally, it mentions the open space area which will remain next to the shopping center along La Paz, which the City has plans to

improve and maintain. While this area is not included in the parkland calculations, it will provide an enhanced opportunity for recreation for residents and visitors. The project is consistent with the amount of land anticipated to be converted from open space to commercial usage. There will be no impacts as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

- b) No Impact.** The General Plan Program EIR concluded that impacts resulting from expansion of recreational facilities on the project site or required new or expanded recreational facilities due to implementation of the General Plan would have to be determined on a case-by-case basis, and if project-level significant impacts are identified, specific mitigation measures would be required for that project. The shopping center does not include recreational facilities, except the existing trail along La Paz, a small portion of which crosses the expanded shopping center parcel. This trail will be improved and maintained as part of the project as described by the Project Description in Phase 2. The City-owned portion of open space will remain dedicated open space. While not included in parklands calculations (see above response for 3.15 a), this area will be improved and maintained by the City as described in the Project Description. The improvements are planned to consist of an additional bikeway trail segment, retaining and improving the existing County trail, and improved and maintained landscaping. The General Plan Program EIR anticipated the development of the open space in this project and plans associated with the project coincide with development analyzed in the General Plan EIR. There will be no new impacts as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

3.16 – Transportation and Traffic

Program EIR Overview:

The General Plan's impacts on transportation and circulation are addressed in section 5.14 of the General Plan Program EIR. This analysis was based, in part, on the General Plan Update Mobility Element Traffic Study prepared by Austin-Faust Associates dated December 8, 2008. While traffic levels would generally increase as a result of the implementation of the General Plan, the EIR determined that no significant impacts would occur and that no mitigation was required.

Discussion of Project Impacts: The proposed project would result in an increase of 2,297 daily trips on the circulation network and up to 190 peak hour trips. A traffic study prepared for the project indicates that the project will not result in any significant impacts.

General Plan EIR Mitigation Measures:

Impacts to transportation and traffic as a result of implementation of the General Plan were found to be less than significant. Therefore, no mitigation is required.

Moulton La Paz Project Checklist and Responses

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths and mass transit)?	☐	☐	☐	☒
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
e) Result in inadequate emergency access?	☐	☐	☐	☒
f) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	☐	☐	☐	☒

a) No Impact. The General Plan Program EIR concluded that impacts associated with conflicts with applicable plans measuring the performance of the circulation system would be less than significant. The General Plan Program EIR states that the General Plan traffic study shows that none of the study intersections were forecasted to be deficient. The City of Laguna Hills has adopted a standard of level of service (LOS) D or better at all intersections, with one exception covered under the County's CMP program. The General Plan Program EIR Traffic Study used a trip generation forecast based on the addition of 30,000 square feet of general commercial space, and anticipated 1,598 average daily trips would be generated by the project. The traffic study conducted by LL&G for the Moulton La Paz project, with more detailed use information, projects 2,297 net trips generated. (See Appendix D, Traffic Study). While the number of trips projected by the traffic study for this project exceeds the number of expected trips for this project in the General Plan, this does not represent a significant increase because intersections surrounding the project site are shown in the traffic study to continue operating at LOS A with the addition of the project, in compliance with established standards. There will be no new impacts as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

b) No Impact. The Program General Plan EIR concluded that impacts associated with level of service standards established by the county congestion management agency would be less than significant. The General Plan Program EIR states that development pursuant to the General Plan would not exceed level of service standard established by the County's CMP. Moulton Parkway and SR-73 are specifically identified in the CMP and are adjacent to the project area. The County's CMP requires generally that a LOS E or higher be maintained at designated intersections. The nearest designated intersection is SR-73 at Moulton Parkway, in

the City of Laguna Niguel. This intersection was not specifically studied because of its distance from the project site; however, SR-73 at La Paz road was studied. The traffic study shows that this intersection will remain at LOS A after implementation of the project (Linscott Law & Greenspan 2011). The traffic study for the project shows consistency with the traffic projections done for the General Plan, which are within requirements of the County CMP. There will be no impacts associated with level of service standards established by the County CMP that were not studied in the General Plan Program EIR. There will be no new impacts as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

- c) **No Impact.** The General Plan Program EIR concluded that impacts associated with changes in air traffic patterns would be less than significant because there are no airports located within or adjacent to the City. There will be no impacts as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. There will be no new impacts as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.
- d) **No Impact.** The General Plan Program EIR concluded that impacts associated with dangerous roadway design and emergency access would be less than significant. Implementation of the General Plan would not include traffic improvements or designs that would have the potential to make existing and future roadways unsafe. The General Plan contains a program to adopt a formal traffic calming policy to slow traffic on local streets or divert traffic from roadways not intended for high traffic volumes, increasing overall safety on roadways. There will be no new impacts as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.
- e) **No Impact.** No changes in existing access are proposed that would result in inadequate emergency access. The project will meet all of the City's requirements for driveway widths, drive aisle widths and general parking lot vehicle circulation. Maintaining these standards ensures that emergency access is maintained. In addition, adequate levels of service are maintained at intersections and freeway ramps within the planning area resulting in adequate emergency access. There will be no new impacts as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.
- f) **No Impact.** The General Plan Program EIR concluded that impacts associated with alternative transportation would be less than significant. The General Plan has goals and policies that support alternative transportation, including working with OCTA to ensure public transportation remains a viable alternative to the automobile for residents and working to improve bike and pedestrian connectivity throughout the City. The Moulton La Paz project will not affect public transportation. The General Plan identified an existing Class II bikeway (striped land on the road designated for one-way bike traffic) along La Paz road, which will not be affected by the project. The project will improve non-auto connectivity on the project site through maintenance and improvement of existing trails, the addition of a bikeway through the open space area, and improved landscaping which contribute to the comfort of pedestrians and bikers through the project

site. Additionally there will be a connection from the open space lot into the commercial site. There will be no impacts associated with alternative transportation as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

3.17 – Utilities and Service Systems

Program EIR Overview:

Discussion of utilities and service systems issues related to implementation of the General Plan are discussed in section 5.12 (Public Services and Utilities) of the General Plan Program EIR. Only issues related to water supply were determined to have a potentially significant impact in the EIR.

Discussion of Project Impacts: The proposed project would result in additional development that would require support by from existing infrastructure. Since all services and utilities are available no impacts are anticipated. For water, a review of the most current Urban Water Management Plan from the Moulton Niguel Water District indicated that the District will have a reliable water supply for 20 years commencing in 2011. Therefore no significant impacts will occur.

General Plan EIR Mitigation Measures:

Mitigation Measures identified in the Program EIR and applicable to the Moulton La Paz Project are listed below:

PSU-1 The City shall review all development projects in consultation with the appropriate water district to ensure adequate water supplies, treatment, and distribution capacity for all projects will be achieved without a negative impact to the community. For those projects subject to SB 610 and/or SB 221, the City shall require a Water Supply Assessment or water supply verification demonstrating available water supplies exist to support the proposed development project. In the event that sufficient uncommitted capacity does not exist, the City shall not grant discretionary approval until capacity becomes available.

PSU-2 The City shall implement applicable provisions in the MNWD and ETWD Urban Water Master Plans to ensure that adequate water supplies are available to meet the needs of current and future growth, as well as during an emergency event or drought. The City shall support efforts by these agencies to research and employ new technologies that improve water services and/or sustainability of water supplies in Laguna Hills.

PSU-3 The City shall implement solid waste diversion programs as well as public education programs as outlined in the City's Source Reduction and Recycling Element required by Assembly Bill 939. As part of this program, work with the private sector contractor providing solid waste services within the City to ensure that appropriate recycling containers, procedures, and education are readily available throughout the community.

PSU-4 The City shall promote the use of the County of Orange's Household Hazardous Waste Collections Centers for the proper disposal of hazardous waste. Continue to identify locations where residents can properly dispose of hazardous waste and advertise these locations at public counters and on the City's website.

Level of Significance after Mitigation. The General Plan Program EIR identified no significant, unavoidable impacts associated with utilities and service systems.

Moulton La Paz Checklist and Responses

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☒
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☐	☒
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it had adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☒
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☐	☒

- a) No Impact.** The General Plan Program EIR concluded that impacts associated with wastewater facilities would be less than significant. According to the General Plan Program EIR, Southern Orange County Water Authority and the Moulton Niguel Water District represent that the remaining capacity at the Regional Treatment Plant wastewater treatment facility is sufficient to serve potential new development and redevelopment located within the City. There are no current plans to construct additional facilities within the City. The expansion of commercial space at the Moulton La Paz project site was planned during the General Plan update process and would have been factored in to this conclusion. The General Plan also states that existing review policies require the City to work with the appropriate water district (for this project, Moulton Niguel Water District) to ensure that sufficient wastewater infrastructure is available for each project that comes forward, as reflected in Mitigation Measure PSU-1. This is standard practice prior to issuance of a building permit for new development and will apply to the new commercial development for

the Moulton La Paz project. The mitigation measure identified in the General Plan Program EIR is incorporated into the design of the project. There will be no impact since the project does not exceed wastewater treatment requirements or facilities that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

b) No impact. See Section 3.17a.

c) No Impact. The General Plan Program EIR concluded that impacts associated with stormwater drainage facilities would be less than significant. The General Plan states that while new commercial and residential development would result from implementation of the General Plan, this would not substantially increase the amount of impervious surfaces within the City. Impervious surfaces are the areas that significantly impact stormwater drainage capacity due to the fact that water generated during storms without intervention tends to run off these surfaces and into stormwater drainage infrastructure. The General Plan states that in order to further optimize the existing system and maintain existing drainage features, the City will continue to work with Orange County Flood Control Department to construct and maintain flood control facilities for the planning area. The expansion of the commercial area will add impervious surfaces; however, the project applicant is already working with the City to incorporate LID standards, hydromodification requirements, and BMPs to capture and retain stormwater on-site, reducing the amount of runoff during rain events and increasing stormwater recharge into the ground, including stormwater retention basins and bioremediation areas for stormwater runoff. The open space parcel currently has a 37,000 cubic foot stormwater storage capacity. Improvement and maintenance of this open space area will not increase impervious surfaces, and will in fact increase vegetation in the open space area. An increase in vegetation also keeps stormwater runoff on site longer, allowing more to recharge, leaving less to runoff into off-site stormwater facilities. There will be no impacts as a result of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

d) No Impact. See Section 3.14e. In addition, the General Plan Program EIR concluded that while implementation of the policies and programs in the General Plan would continue and expand conservation efforts within the planning area, and mitigation measures PSU-1 and PSU-2 would help ensure that adequate water supplies are available to meet the needs of current and future growth, uncertainty remains about the long-term supply of water within the southern California region. Therefore, impacts associated with the provision of adequate water supplies to the General Plan area would be potentially significant and unavoidable. The General Plan states that the Moulton Niguel Water District Urban Water Management Plan (2005) indicates that the district expects to have adequate water supply available to meet the demand posed by growth within its jurisdiction. The MNWD's latest UWMP adopted in 2011 reiterates the ability of the district to meet water demand through 2035.

The General Plan notes regulations that would offset some impacts on water supply such as LID standards and water efficient landscaping and irrigation. The actual additional water required for the proposed project is relatively small, with water required for under 30,000 square feet of additional commercial space, plus water for irrigation on both the commercial and open space lots. All landscape areas, including the areas on

the commercial site as well as the open space parcel will be required to meet landscape water efficiency requirements, including drought-tolerant plants and water efficient irrigation, standard for all projects with significant amounts of landscape. While this project itself would not put a significant additional demand on water supply, the General Plan indicated that cumulatively with all development that could occur in the region and the finite and somewhat unpredictable water supply, impacts as a result of the General Plan on water supply could be significant and unavoidable. However, a statement of overriding considerations was adopted stating that the potential impacts are outweighed by other positive factors. The Moulton La Paz project is within the intensity of development anticipated and is consistent with the scope of impacts the General Plan Program EIR analyzed in regard to water supply and no impacts beyond those in the EIR will occur due to implementation of the project. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

- e) **No Impact.** See responses 3.17 a and b, above. There will be no impact due to exceeding the wastewater treatment requirements or facilities that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.
- f) **No Impact.** The program EIR concluded that with incorporation of mitigation measures PSU-3 and PSU-4, impacts related to solid waste would be less than significant. New development and associated population growth under the General Plan will increase demand for solid waste collection and disposal capacity. The General Plan states that the population projections associated with implementation of the General Plan are slightly less than the SCAG projections associated with the Integrated Waste Management Department (IWMD) projections. Therefore no significant impacts are expected. The General Plan goes on to state that the City is required to continue to implement existing solid waste reduction programs required by AB 939. Mitigation measure PSU-3 requires the City to work with the private sector contractor providing solid waste services within the City to ensure that appropriate recycling procedures, containers, and education are available throughout the City. PSU-4 requires the City to promote the use of Orange County's Household Hazardous Waste Collection Centers for the proper disposal of hazardous waste. While these mitigation measures do not specifically apply to this project, these mitigation measures are in place and are considered part of the project's design. The project will be required to use the City's solid waste removal franchisee, which allows oversight and regulation of solid waste practices, ensuring that sites within the City are adhering to solid waste diversion requirements. There will be no impacts associated with solid waste due to implementation of the project that have not already been identified and reviewed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.
- g) **No Impact.** See 3.17f.

3.18 – Mandatory Findings of Significance

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☐	☒
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, whether directly or indirectly?	☐	☐	☐	☒

a) No Impact. The project results in incremental impacts that are part of a series of approvals that were anticipated under the General Plan Program EIR. The EIR analyzed this project's impacts on Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology & Soils, Hazards & Hazardous Materials, Hydrology/ Water Quality, Noise, Transportation/ Traffic, and Utilities where effects had the potential to degrade the quality of the environment as a result of the implementation of the General Plan. The General Plan Program EIR determined that air quality impacts and water supply impacts were significant and unavoidable. In addition impacts related to greenhouse gases were also determined to be significant and unavoidable. A Statement of Overriding Considerations was adopted for these impacts as a result. Other impacts were determined to be less than significant after the application of mitigation measures. Still other areas were not determined not to have a significant effect on the environment and therefore required no mitigation.

The proposed project does not result in any new impacts that were not previously analyzed as described by the responses to this checklist. Where applicable, mitigation measures identified in the General Plan Program EIR will be conditioned to be a part of this project's development approvals to ensure that impacts that could be mitigated remain below a level of significance.

- b) No Impact.** The project results in incremental impacts that are part of a series of approvals that were anticipated under the General Plan Program EIR. The EIR analyzed this project's cumulative impacts on Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology & Soils, Hazards & Hazardous Materials, Hydrology/ Water Quality, Noise, Transportation/ Traffic, and Utilities where effects had the potential to result in cumulatively significant impacts as a result of the implementation of the General Plan. The General Plan Program EIR determined that cumulative air quality impacts and water supply impacts were significant and unavoidable. In addition cumulative impacts related to greenhouse gases were also determined to be significant and unavoidable. A Statement of Overriding Considerations was adopted as a result. The project does not result in any additional cumulative impacts that were not already analyzed in the General Plan Program EIR. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.
- c) No Impact.** The project results in incremental impacts that are part of a series of approvals that were anticipated under the General Plan Program EIR. The EIR analyzed this project's impacts on Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology & Soils, Hazards & Hazardous Materials, Hydrology/ Water Quality, Noise, Transportation/ Traffic, and Utilities where effects had the potential to adversely affect human beings as a result of the implementation of the General Plan. The General Plan Program EIR determined that air quality impacts were significant and unavoidable. In addition impacts related to greenhouse gases were also determined to be significant and unavoidable. A Statement of Overriding Considerations was adopted for these impacts as a result. The proposed project does not result in any new impacts that were not previously analyzed as described by the responses to this checklist that would further affect human beings. Therefore the project is consistent with impacts identified by the General Plan Program EIR and no further analysis is required.

Section 4: References

4.1 – List of Preparers

Katie Crockett, Planning Aide, City of Laguna Hills

David Chantarangsu, Community Development Director, City of Laguna Hills

4.2 – Bibliography

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Section 5: Summary of Mitigation Measures

The following is a summary of the General Plan EIR Mitigation Measures applicable to the Moulton La Paz project and a description of how each is applied to the project

A-1 The City shall plan and encourage strong unifying gateways at major entrances to the City and in community activity centers, and new private and public infrastructure and development projects to achieve strong gateway features through the use of signage and iconic design, architecture, and/or landscaping components that communicate Laguna Hills' identity and character.

This mitigation measure is incorporated into the project design. The project incorporates a "California Coastal" style of architecture and uses a variety of architectural details and materials to enhance the visual quality of the buildings on the site. Additionally, landscaping chosen will reflect native, drought-tolerant plants on both the commercial property and open space area. The new architecture at the center will create a strong "entry" to the City at the corner of Moulton and La Paz.

A-2 [The City shall] Enhance the City's identity and promote walkability by developing a program whereby businesses or residents may sponsor street furniture, public art, and/or landscaped areas; continue to install public amenities such as streetscape, lighting, and landscaping.

This mitigation measure is incorporated into the project design. Improvements proposed for the open space parcel will enhance the identity of the Moulton-La Paz intersection which is a gateway into the City from Highway 133 which is a significant transportation corridor in south Orange County. These will include well-designed and integrated landscape improvements that include over 200 trees and native ground covers, an equestrian trail, bike and pedestrian pathways, and passive open space amenities.

A-3 The City shall require that as new development and revitalization projects come forward, the City will work with developers to preserve scenic vistas and vistas of natural and man-made landmarks visible from public locations and streets.

This mitigation measure is incorporated into the project design. The City has been working with the developer to balance the architectural features of the center with the desires of residents to protect their views. The developer has done research including line-of-sight studies and cross sections to demonstrate the effect the new development will have on residents' views from their homes.

A-5 Review discretionary proposals to assess the compatibility of proposed development with adjacent/surrounding uses and activities, including the requirement of site design, buffers, architectural and buffering techniques, and other measures to be incorporated into projects to ensure compatibility between uses and activities.

This mitigation measure is incorporated into the project design. While this project does not incorporate new types of uses into the existing neighborhood, the site has been designed to take into account compatibility with neighboring uses. A view shed analysis was conducted using photo simulations, cross-sections, and thorough site visits. Care has been taken in locating new trash enclosures as far from the residential area as possible, while still

maintaining functionality of the for the businesses served by the enclosures. Access from the open space area to the commercial center has also been incorporated into the site design, including pathways between the parcels, safe trail crossings, and hitching posts and bike racks at the commercial center.

A-6 Review development and revitalization projects for consistency with Zoning Ordinance Section 9-40, Design Regulations and Standards.

This mitigation measure has been incorporated into the project design. The project has been reviewed for consistency with the Design Regulations and Standards in Section 9-40 of the Zoning Ordinance, including trash enclosure design, lighting, and architectural articulation.

AQ-1 The City shall implement the following measures to reduce the amount of fugitive dust that is re-entrained into the atmosphere from unpaved areas, parking lots, and construction sites:

1. Require the following measures to be taken during the construction of all projects to reduce the amount of dust and other sources of PM₁₀, in accordance with SCAQMD Rule 403:
 - Dust suppression at construction sites using vegetation, surfactants, and other chemical stabilizers
 - Wheel washers for construction equipment
 - Watering down of all construction areas
 - Limit speeds at construction sites to 15 miles per hour
 - Covering of aggregate or similar material during transportation of material
2. Adopt incentives, regulations, and/or procedures to reduce paved road dust emissions through targeted street sweeping of roads subject to high traffic levels and silt loadings.
3. Pave currently unpaved roads and parking lots or establish and enforce 15 miles per hour speed limits on low-use unpaved roads as permitted under California Vehicle Code section 22365.

This mitigation measure has been incorporated as a condition of project approval (see conditions of approval).

AQ-2 The City shall require each project applicant, as a condition of project approval, to implement the following measures to reduce exhaust emissions from construction equipment:

1. Commercial electric power shall be provided to the project site in adequate capacity to avoid or minimize the use of portable gas-powered electric generators and equipment.
2. Where feasible, equipment requiring the use of fossil fuels (e.g. diesel) shall be replaced or substituted with electrically driven equivalents (provided that they are not run via a portable generator set).
3. To the extent feasible, alternative fuels and emission controls shall be used to further reduce exhaust emissions.
4. On-site equipment shall not be left idling when not in use.
5. The hours of operations of heavy-duty equipment and/or the amount of equipment in use at any one time shall be limited.
6. Staging areas for heavy-duty construction equipment shall be located as far as possible from sensitive receptors.

7. Before construction contracts are issued, the project applicants shall perform a review of new technology, in consultation with the SCAQMD, as it relates to heavy-duty equipment, to determine what (if any) advances in emissions reductions are available for use and are economically feasible. Construction contract and bid specifications shall require contractors to utilize the best available and economically feasible technology on an established percentage of the equipment fleet. It is anticipated that in the near future, both NO_x and PM₁₀ control equipment will be available.

This mitigation measure has been incorporated as a condition of project approval (see conditions of approval).

AQ-6 The City shall work with project proponents to ensure that safe and attractive sidewalks, walkways, bike lanes, and crosswalks that facilitate use are provided in accordance with City standards. The City shall work with developers to construct links to adjacent communities, using open space easements and utility easements when appropriate.

This mitigation measure has been incorporated into the design of the project. The remaining city open space parcel (Parcel 2) will contain, in addition to sidewalks along the road, a bikeway and trail through the open space area. The City will maintain a landscape and trail easement over Parcel 1 along La Paz Road.

AQ-7 The City shall provide bike support facilities (e.g., bicycle racks, personal lockers, showers, and other bicycle support facilities) in new development and revitalization projects to encourage bicycle riding as a transportation mode. The City shall adopt a formal bike support facility ordinance and/or guidelines applicable to private and public development.

This mitigation measure has been incorporated into the design of the project. Bike racks will be installed at the commercial center.

AQ-14 The City shall evaluate proposed development projects throughout the City using LEED standards, GreenPoint Rated, and/or other green building standards. The City encourages all future development and major renovation projects within the following General Plan designations to achieve LEED certification, and/or other green certifications: High Density Residential, Village Commercial, Freeway Commercial, Community Commercial, Office Professional, Mixed Use, Neighborhood Mixed Use, and Community/Private Institution. The City shall investigate the potential to offer density bonus incentives on residential projects that achieve LEED certification, and other green certifications and ratings.

This mitigation measure will be adopted as a condition of project approval. Applicable construction will be required to comply with the California Green Building Standards.

AQ-16 The City shall work with the SCAQMD and the SCAG to implement the AQMP and meet all federal and state air quality standards for pollutants. The City shall participate in any future amendments and updates to the AQMP. The City shall also implement, review, and interpret the General Plan and future discretionary projects in a manner consistent with the AQMP to meet standards and reduce overall emissions from mobile and stationary sources.

This mitigation measure has been incorporated into the project design. The City has evaluated the subject project in a manner consistent with the AQMP to meet standards to reduce overall emissions.

AQ-18 The City shall review all future development proposals for potential regional and local air quality impacts per CEQA. If potential impacts are identified, mitigation will be required to reduce the impact to a level less than significant, where technically and economically feasible.

This mitigation measure has been incorporated into the design of the project. The City has reviewed the project for potential regional and local air quality impacts and has found that any impacts on air quality from this project were previously studied and identified by the General Plan Program EIR and General Plan Program EIR mitigation measures have been applied to the project where applicable.

AQ-19 The City shall implement the following measures to minimize exposure of sensitive receptors and sites to health risks related to air pollution:

1. Encourage site plan designs to provide the appropriate set-backs and/or design features that reduce TACs at the source.
2. Encourage the applicants for sensitive land uses to incorporate design features (e.g., pollution prevention, pollution reduction, barriers, landscaping, ventilation systems, or other measures) in the planning process to minimize the potential impacts of air pollution on sensitive receptors.
3. Actively participate in decisions on the siting or expansion of facilities or land uses (e.g., freeway expansions), to ensure the inclusion of air quality mitigation measures.
4. Where decisions on land use may result in emissions of air contaminants that pose significant health risks, consider options, including possible relocation, recycling, redevelopment, rezoning, and incentive programs.
5. Activities involving idling trucks shall be oriented as far away from and downwind of existing or proposed sensitive receptors as feasible.
6. Strategies shall be incorporated to reduce the idling time of main propulsion engines through alternative technologies such as IdleAire, electrification of truck parking, and alternative energy sources for TRUs to allow diesel engines to be completely turned off.

The applicable measures above have been incorporated into the design of the project or will be adopted as a condition of approval. Number 5, above, has been incorporated into the design of the project, and construction equipment idling is addressed by mitigation measure AQ-2, which is incorporated as a condition of approval. The condition of approval requires construction equipment to be turned off when not in use and to be located as far from possible from sensitive receptors (such as residences) when in use.

B-1 Activities implemented under the General Plan will undergo project-specific review for potential impacts to biological resources in accordance with CEQA. The City shall require that all General Plan implementation activities adhere to California and federal legislation that protects all sensitive plants, wildlife, habitats and wetlands. The City shall work closely with the USACE, USFWS, RWQCB, and the CDFG during the discretionary project permitting and CEQA review of any project that may result in the alteration of a stream bed, involve the removal of vegetation in wetland and riparian habitats, disturb waters of the U.S. or otherwise impacts sensitive biological resources. If recommended or required by the resource agencies, project-specific measures to

mitigate potential impacts and sensitive species, such as native birds and bats, will be established as conditions of project approval. Mitigation measures for habitat and species may include, but are not limited to, avoidance, enhancement, restoration, or a combination of any of the three.

This mitigation measure has been incorporated into the design of the project. The site does not involve alteration of a stream bed, involve the removal of vegetation in wetland and riparian habitats, or disturb waters of the U.S. A biological resources survey was prepared by VCS Environmental on February 17, 2012, which found that there are no sensitive biological species on the subject site.

B-2 The City shall continue to implement the National Pollutant Discharge Elimination System (NPDES) stormwater permits issued by the state and RWQCB. The City shall also require new development and revitalization projects to incorporate BMPs pursuant to the NPDES permit to ensure compliance with applicable state and federal regulations.

This mitigation measure has been incorporated into the project design. Public Services has reviewed the project. The developer has been required to add features to reduce stormwater runoff and demonstrate that the project can and will comply with the NPDES permit and incorporate BMPs.

B-3 As a condition of project-specific approval, the City shall require new development and redevelopment to provide adequate on-site and off-site stormwater and flood management facilities to control direct and indirect erosion and discharges of pollutants and/or sediments. To determine the facility and BMP needs, the City will require, when necessary, a hydrological/drainage analysis be performed by a state-licensed and City-approved engineer, with the cost of said analysis the responsibility of the project applicant.

This mitigation measure has been incorporated into the project design and is a condition of project approval (see conditions of approval). The developer has submitted hydrology and drainage reports to the Department of Public Services and has been working with the City to ensure this project is compliant.

B-4 In accordance with the City of Laguna Hills Tree Protection Ordinance, a permit shall be required from the Public Services Director to plant, move, spray, trim, remove, prune, replace, cut, or otherwise disturb any tree in any public place. Section 8-08.050 of the Laguna Hills Tree Protection Ordinance requires that trees be replaced by the caliper inch measured at diameter breast height (DBH). For every inch of DBH removed, an equal number of caliper inches shall be replaced. For example, the removal of one 12-inch tree shall necessitate the planting of a total of 12 inches of new tree(s).

This mitigation measure will be incorporated into the project design for the open space parcel. The open space portion of this project will be required to replace trees lost in accordance with the Tree Protection Ordinance. Prior to the City undertaking the renovation of this open space area, the Public Services Director will ensure that trees are being replaced in an appropriate manner pursuant to the Tree Protection Ordinance.

GS-2 The City shall continually update development standards and adopt the latest building construction codes to guide future development and redevelopment in areas with known geologic and seismic-related hazards.

This mitigation measure is a condition of project approval (see conditions of approval). The City of Laguna Hills has adopted the 2010 California Building Code. All projects, including the subject project, are required to comply with the CBC.

GS-3 The City shall require geologic and/or geotechnical studies for proposed new development and redevelopment projects located in areas identified as susceptible to landslides and liquefaction, and binding mitigation strategies must be adopted. Compliance with the recommendations set forth in site-specific geologic and/or geotechnical studies will be made a condition of the site development permit for subsequent projects. In addition, the City may require applicants to incorporate measures to stabilize and maintain slopes on a site-by-site basis, such as, but not limited to, proper planting, irrigation, retaining walls, and benching.

This mitigation measure is incorporated into the project design. At the commercial center, existing slopes behind shops A and B will not be disturbed, and the existing landscaping on those slope areas will be protected in place. A preliminary geotechnical investigation prepared for the project dated November 14, 2011 indicated that no special requirements were needed to address impacts from liquefaction. Additional geotechnical studies will be required prior to building permit issuance, if required by the California Building Code. A retaining wall will be constructed on the north side of new Shops D to help to create a flat pad for the new building. This retaining wall will be constructed in accordance with the California Building Code and geotechnical studies and soils reports will be prepared as required. The slope areas in the remaining open space parcel were designed and graded as a part of the subdivision and construction of homes in tract 11237. These slope areas will remain, and only fine grading for purposes of landscaping will take place.

GS-4 The City shall continually monitor and encourage remediation of unstable slope areas, particularly in areas characterized by the presence of crib walls or where historical anecdotal evidence of instability exists.

This mitigation measure is incorporated into the project design. See explanation for mitigation measure GS-3.

GCC-2 The City shall evaluate proposed development projects throughout the City using LEED standards, GreenPoint Rated, and/or other green building standards. The City encourages all future development and major renovation projects within the following General Plan designations to achieve LEED certification, and/or other green certifications: High Density Residential, Village Commercial, Freeway Commercial, Community Commercial, Office Professional, Mixed Use, Neighborhood Mixed Use, and Community/Private Institution. The City shall investigate the potential to offer density bonus incentives on residential projects that achieve LEED certification and other green certifications and ratings.

This mitigation measure is incorporated into the design of the project and will be adopted as a condition of approval (see conditions of approval). All new structures are required to comply with California Green Building Standards.

GCC-6 The City shall work with project proponents to ensure that safe and attractive sidewalks, walkways, bike lanes, and crosswalks that facilitate use are provided in accordance with City standards. The City shall work with developers to construct links to adjacent communities, using open space easements and utility easements where appropriate.

This mitigation measure is incorporated into the project design and will be adopted as a condition of approval (see conditions of approval). The project will have an easement over a portion of the property along La Paz road for maintenance of the existing multi-use trail that will be improved as a part of this project. The trail connects with trails in other cities. Additionally, the City's open space parcel will have a new bikeway and the multi-purpose trail will be improved.

GCC-7 The City shall provide bicycle support facilities (e.g., bicycle racks, personal lockers, showers, and other bicycle riding support facilities) in new development and revitalization projects to encourage bicycle riding as a transportation mode. The City shall adopt a formal bike support facility ordinance and/or guidelines applicable to private and public development.

This mitigation measure is incorporated into the design of the project and will be adopted as a condition of project approval (see conditions of approval). The open space parcel will contain a bikeway. The City and the developer of the shopping center have been working together to ensure that there is a connection between the open space and the shopping center. The shopping center will be providing bike racks and hitching posts at the entrance to the shopping center from the open space area.

GCC-11 The City shall encourage water conservation throughout Laguna Hills in the following ways:

1. Encourage water developments to apply water-conserving principles, including such techniques and materials as native or low water use (drought-tolerant) plants, low precipitation sprinkler heads, bubblers, drip irrigation systems, and timing devices.
2. Support the production of recycled water and develop new uses for recycled water.
3. Apply water conservation techniques/project "water budgets" to achieve a significant reduction over historic use and over average uses for the proposed type of development by incorporation of water conservation devices, such as low-flow toilets, flow restriction devices, and water conserving appliances in new public and private development and rehabilitation projects.

This mitigation measure is incorporated into the design of the project and will be adopted as a condition of project approval. The City open space will be planted with drought-tolerant plants and will be a natural drainage area and riparian habitat. The commercial center will be required to comply with LHMC section 9-47 Landscape Water Efficiency (see conditions of approval).

HWQ-1 The City shall adopt, amend, and/or continue to enforce City policies, regulations, and programs to decrease stormwater and urban runoff pollution while considering the following:

1. Promote the use of low impact development (LID) standards in new development and redevelopment projects.
2. Continue to implement the National Pollutant Discharge Elimination System (NPDES) stormwater permits issued by the State and Regional Water Quality Control Board. Require new development and

revitalization projects to incorporate Best Management Practices (BMPs) pursuant to the NPDES permit to ensure that the City complies with applicable state and federal regulations.

3. Educate residents regarding surface water quality pollutants, especially those that may result from community activities, such as car washes.

Further as a condition of project approval, require new development and redevelopment to provide adequate on-site and off-site stormwater and flood management facilities to control direct and indirect erosion and discharges of pollutants and/or sediments. To determine the facility and BMP needs, the City will require, when necessary, a hydrological/drainage analysis be performed by a state-licensed and City-approved engineer, with the cost of said analysis the responsibility of the project applicant.

This mitigation measure has been incorporated into the design of the project. The project incorporates BMPs to reduce stormwater runoff. The applicant has been working with the Public Services Department and has conducted hydrological studies for the project site. The required on-site stormwater management facilities have been incorporated into the project design. Additionally, measures have been incorporated to prevent flooding in the commercial center from the open space parcel, including creating a natural water retention basin during peak rain and runoff periods.

HWQ-2 The City shall coordinate with the OCFCD to ensure regularly scheduled maintenance of flood control channels and completion of necessary repairs to promote flood protection facilities capable of accommodating 100 year storm flows. Coordinate with the OCFCD and water districts regarding any needed improvements to existing aboveground water tanks. Work with the District to identify new flood control improvements, and establish installation programs for improvements.

This mitigation measure has been incorporated into the design of the project. The project area is not located within a 100-year or 500-year flood hazard area.

LU-1 The City shall review discretionary development proposals to assess the project's effect on the community's jobs/housing balance and fiscal stability. Ensure developments provide their fair share of infrastructure such as utilities, roads, parks, and recreational opportunities or pay in-lieu fees toward the development/extension of these facilities.

This mitigation measure is incorporated into the design of the project. The project adds no housing and the jobs/housing balance would remain virtually unchanged as a result of the project.

N-1 The City shall review development proposals to ensure that the noise standards and compatibility criteria set forth in the Noise Element are met. The City shall consult Noise Element guidelines and standards for noise compatible land uses to determine the suitability of proposed developments relative to existing and forecasted noise levels. The City shall enforce California Title 24 Noise Standards to ensure an acceptable interior noise level of 45 dBA CNEL in habitable rooms. The City shall require acoustical analysis for all discretionary projects where any of the following apply:

1. The project will create or impact noise sensitive land uses and is located within the existing or future 60 dBA CNEL or higher contour.
2. The project will add more than 10 percent to the volume of average daily traffic of any arterial street.

3. The project will add 1,000 or more vehicles in the peak hour on adjacent roadways.
4. The project will introduce noise or vibration sources associated with mechanical equipment operations, entertainment, maintenance, and facility operations.
5. The project is a proposed residential use in the vicinity of existing and proposed commercial areas.
6. The project is a mixed use development that includes a residential component. The focus of this type of acoustical study is to determine likely interior and exterior noise levels and recommend appropriate design features to reduce noise.

This mitigation measure is incorporated into the design of the project. None of the above standards (1-6) are present in the proposed project. Therefore, no acoustical analysis is required.

N-3 The City shall review the locations of proposed projects with the potential to generate noise in relation to sensitive receptors through the discretionary project review process. The City shall limit delivery or service hours for stores and businesses with loading areas, docks, or trash bins that gain access on driveways next to residential and other noise sensitive areas. The City shall only approve exceptions if full compliance with the nighttime limits of the noise regulations is achieved.

This mitigation measure is incorporated into the design of the project. The project is located next to a residential area. While much of this center is existing and trash removal and delivery services already take place regularly, the project does propose new buildings and uses that will generate additional deliveries and trash services. Additionally the project will be required to comply with LHMC section 5-24 Noise Control (see conditions of approval).

N-4 The City shall require all construction activity to comply with the limits (maximum noise levels, hours, and days of allowed activity) established in City noise regulations to reduce impacts associated with temporary construction noise to the extent feasible. Trucks associated with construction activities shall follow designated truck routes, where appropriate.

This mitigation measure is incorporated into the design of the project. All construction in Laguna Hills is limited to 7:00 am – 8:00 pm Monday – Friday and 8:00 am – 8:00 pm Saturday. No construction is permitted on Sundays or Federal Holidays. The subject project, like all construction projects in the City will be limited to these hours by the Municipal Code (LHMC 5-24). Any trucks associated with construction activities are subject to the same hours. No special truck route is required, as Moulton Parkway and La Paz Road are both arterials that are customarily subject to heavier traffic.

PSU-1 The City shall review all development projects in consultation with the appropriate water district to ensure adequate water supplies, treatment, and distribution capacity for all projects will be achieved without a negative impact to the community. For those projects subject to SB 610 and/or SB 221, the City shall require a Water Supply Assessment or water supply verification demonstrating available water supplies exist to support the proposed development project. In the event that sufficient uncommitted capacity does not exist, the City shall not grant discretionary approval until capacity becomes available.

This mitigation measure is incorporated into the design of the project. There are adequate water supplies, treatment, and distribution capacity for this project.

PSU-2 The City shall implement applicable provisions in the MNWD and ETWD Urban Water Master Plans to ensure that adequate water supplies are available to meet the needs of current and future growth, as well as during an emergency event or drought. The City shall support efforts by these agencies to research and employ new technologies that improve water services and/or sustainability of water supplies in Laguna Hills.

This mitigation measure is incorporated into the design of the project.

PSU-3 The City shall implement solid waste diversion programs as well as public education programs as outlined in the City's Source Reduction and Recycling Element required by Assembly Bill 939. As part of this program, work with the private sector contractor providing solid waste services within the City to ensure that appropriate recycling containers, procedures, and education are readily available throughout the community.

This mitigation measure is incorporated into the design of the project.

PSU-4 The City shall promote the use of the County of Orange's Household Hazardous Waste Collections Centers for the proper disposal of hazardous waste. Continue to identify locations where residents can properly dispose of hazardous waste and advertise these locations at public counters and on the City's website.

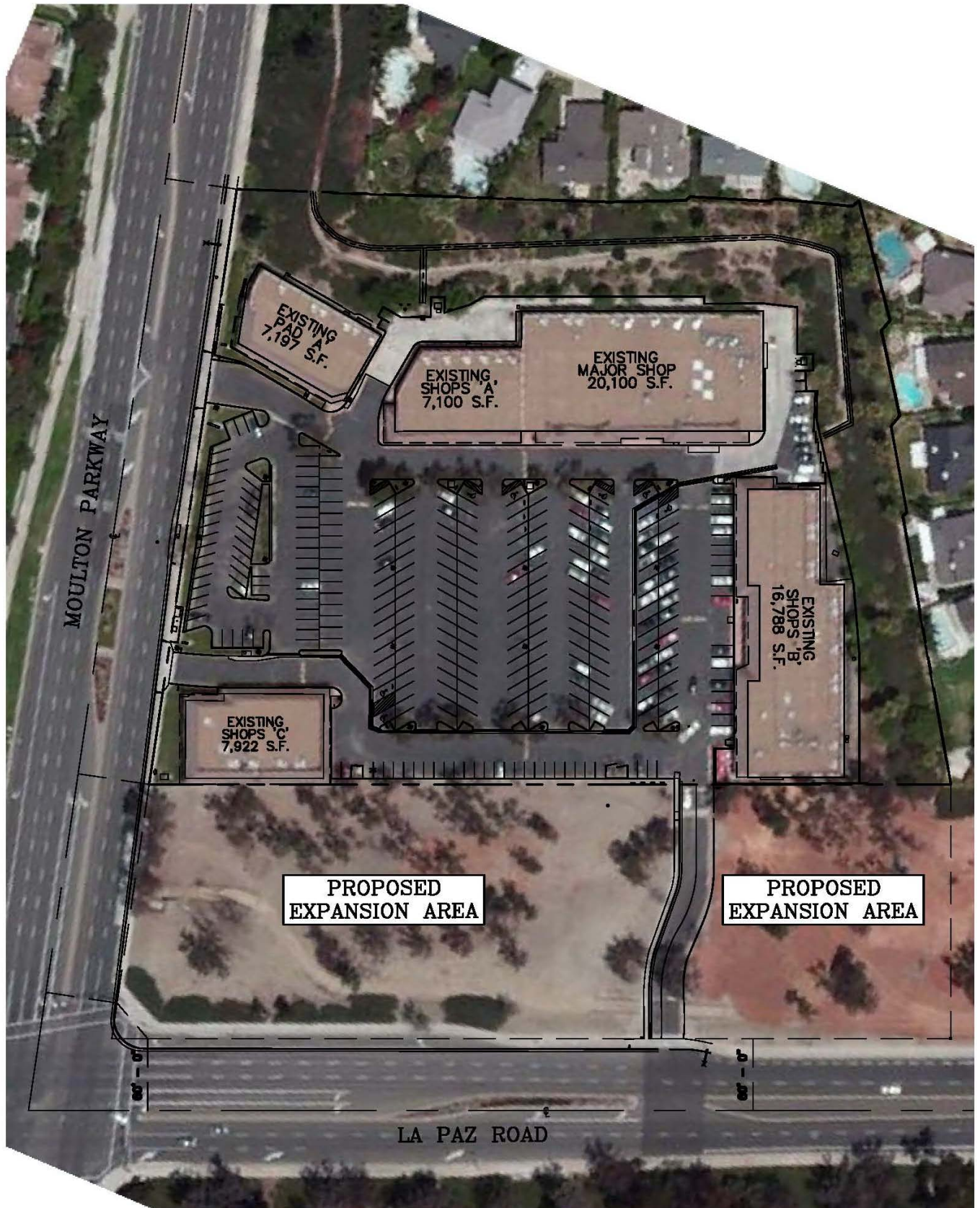
This mitigation measure is incorporated into the design of the project.

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Appendix Materials

- A. Shopping Center Aerial View (Existing Center and Parcel 1)
- B. Site Plan (Existing Center and Parcel 1)
- C. Concept Open Space Plan (Parcel 2)
- D. Traffic Study (Linscott, Law & Greenspan)

APPENDIX A



Source: Fuscoe Engineering/Nadel Architects, Bing Maps

4/24/2012 ITEM NO. 6.3.1



MOULTON / LA PAZ SHOPPING CENTER
LAGUNA HILLS, CA.

[illegible]



APPENDIX D

Traffic Study
Linscott Law & Greenspan
March 16, 2012

REVISED TRAFFIC IMPACT ANALYSIS AND PARKING STUDY
MULTON LA PAZ RETAIL CENTER
EXPANSION PROJECT
Laguna Hills, California
March 16, 2012
(original dated December 23, 2011)

Prepared for:
VINTAGE REAL ESTATE, LLC
11611 San Vicente Boulevard, 10th Floor
Los Angeles, CA 90049

LLG Ref. 2-11-3255-1



Prepared by:
Shane Green, P.E.
Transportation Engineer II

Under the Supervision of:
Richard E. Barretto, P.E.
Principal

**Linscott, Law &
Greenspan, Engineers**
1580 Corporate Drive
Suite 122
Costa Mesa, CA 92626
714.641.1587 T
714.641.0139 F
www.llgengineers.com

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APPENDIX

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REVISED TRAFFIC IMPACT ANALYSIS AND PARKING STUDY
MOULTON LA PAZ RETAIL CENTER EXPANSION

Laguna Hills, California
March 16, 2012
(original dated December 23, 2011)

1.0 INTRODUCTION

This Traffic Impact Analysis and Parking Study addresses the potential traffic impacts and parking requirements associated with the proposed Moulton La Paz Retail Center Expansion project (hereinafter referred to as Project). The existing neighborhood retail center is located at 26534 – 26562 Moulton Parkway, along the east side of Moulton Parkway, north of La Paz Road in the City of Laguna Hills, California.

This report documents the findings of a traffic impact analysis, as well as a parking analysis, conducted by Linscott, Law & Greenspan, Engineers (LLG) to determine the potential impacts associated with the proposed Project. The traffic analysis evaluates the existing operating conditions at six (6) key intersections within the project vicinity, estimates the trip generation potential of the proposed expansion, and forecasts future intersection operating conditions at completion/occupancy of the project. Where necessary, roadway and/or intersection improvements/mitigation measures are identified.

The parking study evaluates the future parking demand at the center and the availability of parking after completion of the proposed Project. The parking analysis evaluates the Project's parking requirements based on the City of Laguna Hills Municipal Code, the methodology outlined in Urban Land Institute's (ULI) *Shared Parking Second Edition* and existing parking surveys. The City Code parking analysis also considers the requirements in *Section 9-44.070, Joint Use of Parking Facilities*.

This traffic impact analysis satisfies the requirements of the City of Laguna Hills *Traffic Study Guidelines, dated August 2010* and is consistent with the current *Congestion Management Program (CMP) for Orange County*. The traffic study specifications for this analysis was developed in collaboration with the City of Laguna Hills staff. The traffic study has been revised to address City staff comments provided in February 2012.

The Project site has been visited and an inventory of adjacent area roadways and intersections was performed. Existing peak hour traffic information has been collected at six (6) study locations on a "typical" weekday for use in the preparation of intersection level of service calculations.

This traffic report analyzes existing, existing plus project, and future weekday peak hour traffic conditions for a near-term cumulative traffic setting upon completion and opening of the proposed Project in 2013. Information concerning cumulative projects (planned and/or approved) in the vicinity of the Project has been researched at the City of Laguna Hills, City of Laguna Niguel and

City of Aliso Viejo. Based on our research, three (3) planned projects were considered in the cumulative traffic analysis for this Project.

1.1 Study Area

Six (6) key intersections, plus the three (3) existing site driveways, have been selected to evaluate existing and future traffic operating conditions. Of the six (6) study intersections, five (5) are located within the City of Laguna Hills and one (1) is located in the City of Aliso Viejo. The six (6) intersections listed below provide regional and local access to the study area and define the extent of the boundaries for this traffic impact investigation.

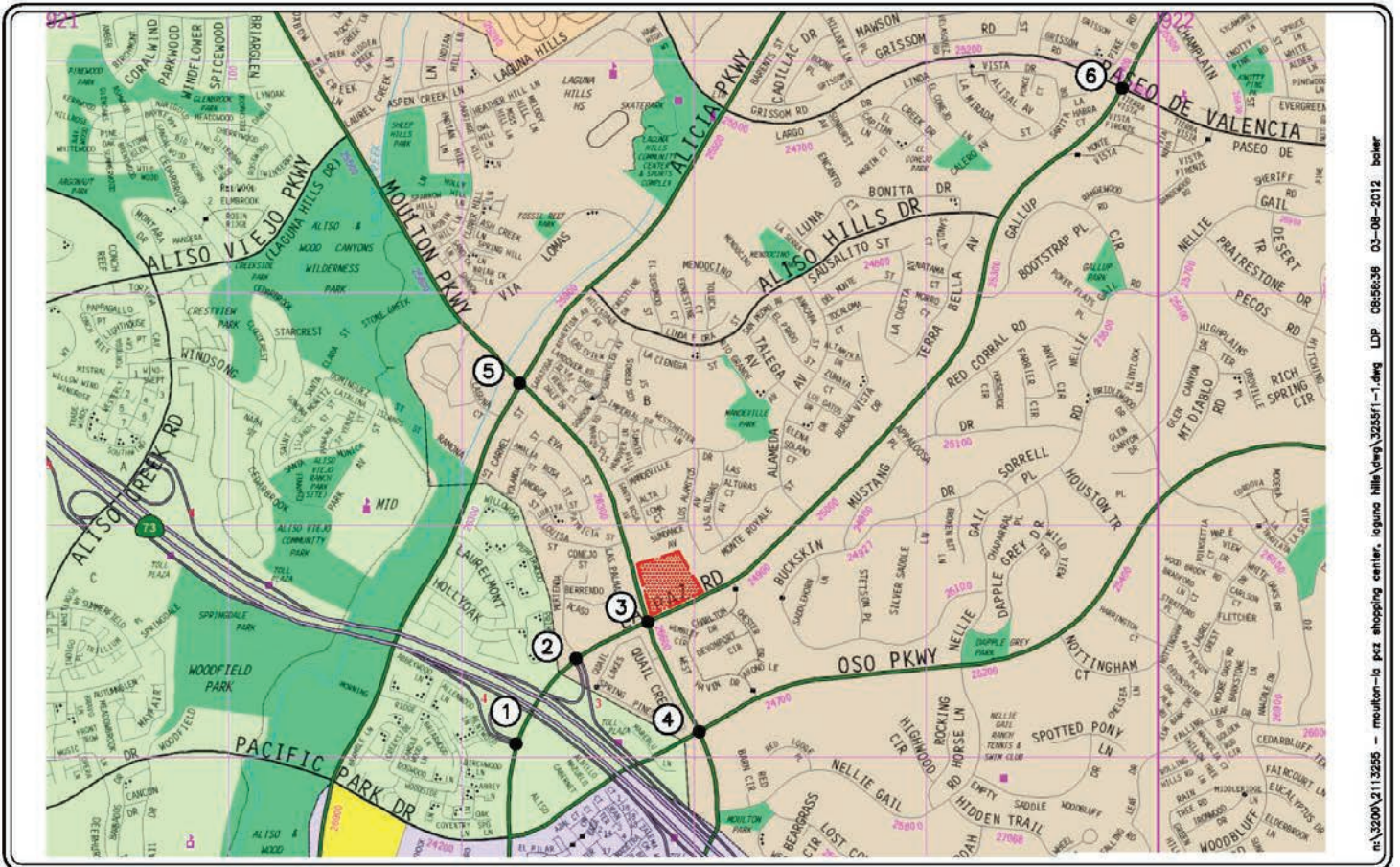
1. SR-73 SB Ramps / Aliso Viejo Plaza at La Paz Road (City of Aliso Viejo)
2. SR-73 NB Ramps/ Merienda at La Paz Road (City of Laguna Hills)
3. Moulton Parkway at La Paz Road (City of Laguna Hills)
4. Moulton Parkway at Oso Parkway (City of Laguna Hills)
5. Moulton Parkway at Alicia Parkway (City of Laguna Hills)
6. La Paz Road at Paseo De Valencia (City of Laguna Hills)
7. Moulton Parkway at Project Driveway North
8. Moulton Parkway at Project Driveway South
9. Project Driveway at La Paz Road

Figure 1-1 presents a Vicinity Map, which illustrates the general location of the project and depicts the study locations and surrounding street system. Level of Service (LOS) calculations for the AM and PM peak hours at these six (6) study intersections and three project driveways were performed to evaluate the future potential traffic impacts associated with anticipated area growth, related projects, and the proposed Moulton La Paz Retail Center Expansion project.

1.2 Study Scope

Included in this traffic and parking analysis, per the City's traffic study specifications, are:

- Existing traffic counts,
- Estimated project traffic generation/distribution/assignment,
- Estimated cumulative project traffic generation/distribution/assignment,
- AM and PM peak hour capacity analyses for existing conditions,
- AM and PM peak hour capacity analyses for existing plus project conditions,
- AM and PM peak hour capacity analyses for future (Year 2013) conditions without and with project traffic,
- Site Access and Internal Circulation Evaluation,
- Parking Analysis,
- Congestion Management Program Compliance Assessment, and
- Caltrans Evaluation.



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**LINSOTT
LAW &
GREENSPAN**
engineers

N
NO SCALE

SOURCE: THOMAS BROS.
KEY

= STUDY INTERSECTION

= PROJECT SITE

FIGURE 1-1

VICINITY MAP

MOULTON LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS

20 PROJECT DESCRIPTION

21 Existing Development

Moulton La Paz Retail Center is an existing neighborhood commercial center that is generally located north of La Paz Road and east of Moulton Parkway in the City of Laguna Hills, California. The existing retail center is comprised of four buildings with a total floor area of 59,107 square-feet (SF). The project site is currently zoned “CC” and is designated at “Community Commercial” in the City’s Land Use Map.

Table 2-1 presents a summary of the project’s existing and proposed land uses/tenants, building unit, hours of operation, and associated floor areas as of November 2011. As shown, approximately 6,400 SF of the retail-designated floor area is currently vacant and 52,707 SF is currently occupied. Parking at the site is now provided by a total of 315 parking spaces. **Figure 2-1** presents the existing site plan for the Moulton La Paz Center. This figure illustrates the location of the vacant retail suites.

22 Proposed Project

The proposed Project includes the construction of three new buildings with a total floor area of 32,100 SF to accommodate a 20,400 SF grocery store, and 11,700 SF of retail space within Shops C and Shops D. The proposed Project also includes modification and conversion of an existing 7,922 SF retail building, now occupied by O’Reilly Auto Parts, to a 4,920 SF bank, resulting in a net floor area reduction of 3,002 SF. Upon completion of the proposed expansion Project, the Moulton La Paz Retail Center will have a total floor area of 88,205 SF, which represents a net floor area increase of 29,098 SF over the existing floor area of 59,107 SF. A total of 444 parking spaces will be provided at the Moulton La Paz Retail Center upon completion of the proposed Project.

Access to the project site will continue to be provided from two existing driveways on Moulton Parkway and one existing driveway on La Paz Road. **Figure 2-2** presents the proposed site plan for the Moulton La Paz Retail Center, prepared by Fuscoe Engineering / Nadel Architects.

TABLE 2-1
EXISTING AND PROPOSED DEVELOPMENT SUMMARY¹

Tenant		Business Type	Hours of Operation	Square-Footage (SF)
Suite / Existing Development				
34A	Gold Max of CA	Retail	M-F: 10-6pm; Sa: 10-6pm; Su: closed	3,087 SF
34C	Vacant Retail Suite	Retail	n/a	1,040 SF
34D	Laguna Hills Dental	Medical Office	M-F: 10-6pm; Sa: closed; Su: closed	1,040 SF
34E	Vacant Retail Suite	Retail	n/a	2,030 SF
38A	Vacant Retail Suite	Retail	n/a	1,650 SF
38A-1	Bicisport Bicycles	Retail	M-F: 11-6pm; Sa: 11-5pm; Su: 12-4pm	1,500 SF
38C	W Salon	Beauty/Nail Salon	M-F: 8:30-7:30pm; Sa: 8:30-6pm; Su: closed	2,450 SF
38E	Aliso Hills Tae Kwon Do	Service Retail	M-Th: 12-8:30pm; F: 12-7:30pm; Sa: 9-12:30pm; Su: closed	1,400 SF
38F	Big 5 Sporting Goods	Retail	M-F: 10-9pm; Sa: 9-9pm; Su: 10-7pm	8,000 SF
38H	Chuck E. Cheese	Restaurant	M-Th: 9-10pm; F-Sa: 9-11pm; Su: 9-10pm	12,200 SF
48A	House of Blinds	Home furnishing	M-F: 10-5pm; Sa: 10-2pm; Su: closed	960 SF
48B	Stone Expo	Home furnishing	M-F: 9:30-5pm; Sa: 10-2pm; Su: closed	960 SF
48C	Zen Nails Spa	Beauty/Nail Salon	M: closed; Tu-Sa: 9:30-7pm; Su: 11-5pm	960 SF
48D	Stress Busters	Retail	M: 12-6pm; Tu-F: 9-8pm; Sa: 9-5pm; Su: 12-6pm	1,920 SF
48F	Madeline's French Pastry Shop	Rest/Take Out	M-Su: 9:30-7pm	1,120 SF
48G	Judi's Pet Grooming	Animal boarding/grooming	M: closed; Tu-Sa: 8-5pm; Su: closed	1,120 SF
48H	Parmida Persian Cuisine	Restaurant	M: 11-5pm; Tu-Th: 11-9pm; F-Sa: 11-1am; Su: 11-7pm	1,580 SF
48J	Edible Arrangements	Rest/Take Out	M-F: 8-7pm; Sa: 8-5pm; Su: 10-3pm	1,688 SF
48K	Vacant Retail Suite	Retail	n/a	1,680 SF
48L	Polo Cleaners	Dry Cleaner	M-Th: 7-7pm; F: 7-5pm; Sa: 8:30-5pm; Su: closed	1,600 SF
48M	Baja Fresh	Restaurant	M-F: 10:30-9pm; Sa-Su: 10:30am-9pm	3,200 SF
62	O'Reilly Auto Parts	Retail	M-Sa: 7:30-9pm; Su: 8-8pm	7,922 SF
Total Existing Building Square-Footage:				59,107 SF
Proposed Development				
Proposed Fresh Market		Retail/Grocery		20,400 SF
O'Reilly Auto Parts Conversion ²		Retail		-7,922 SF
Proposed Bank Pad "B" ²		Financial Service		4,920 SF
Proposed Shops "C"		Retail		3,300 SF
Proposed Shops "D"		Retail		8,400 SF
Total "Net" Additional Building Square-Footage:				29,098 SF
Moulton La Paz Retail Center Total Proposed Square-Footage:				88,205 SF

¹ Source: Vintage Real Estate, LLC - as of December 7, 2011. Of the existing 59,107 SF of floor area, 52,707 is currently occupied and 6,400 SF retail-designated floor area within four suites (e.g. 34C, 34E, 38A, and 48K) is now vacant.

² Proposed Project includes the conversion/modification of 7,922 SF of existing retail floor area to a 4,920 SF bank. Modification of existing building will result in a loss of 3,002 SF of existing retail floor area.



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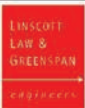
SOURCE: FUSCOE ENGINEERING/NADEL ARCHITECTS, BING

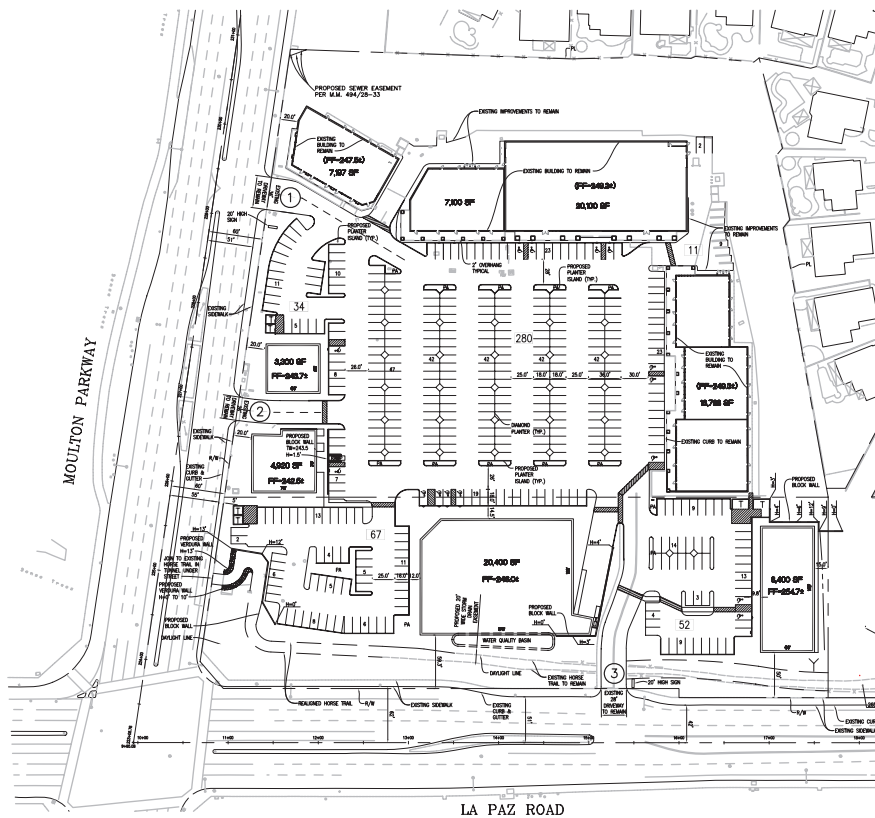
KEY
 = PROJECT SITE DRIVEWAY

FIGURE 2-1

EXISTING SITE PLAN

MOULTON LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS





SOURCE: FUSCOE ENGINEERING/NADEL ARCHITECTS

KEY

② = PROJECT SITE DRIVEWAY

FIGURE 2-2

PROPOSED SITE PLAN

MOULTON LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS



30 EXISTING CONDITIONS

31 Regional Access

The San Joaquin Hills Transportation Corridor (State Route 73) provides regional access to the City of Laguna Hills. SR-73 is a toll road which extends from the I-405 Freeway Interchange in Costa Mesa to the north and the I-5 Freeway Interchange to the south in the Laguna Niguel. Direct access to the project site from the SR-73 is provided via a full interchange at La Paz Road.

32 Street Network

The local street network within the City of Laguna Hills that services the Moulton La Paz Retail Center includes La Paz Road, Oso Parkway, and Moulton Parkway. The following discussion provides a brief synopsis of these key area streets. The descriptions are based on an inventory of existing roadway conditions.

La Paz Road is a four to six lane divided roadway oriented in the southwest/northeast direction that borders the project site on the south. Parking is not permitted on either side of the roadway within the Project vicinity. Class II (on-street) bike lanes are currently provided on La Paz Road within the project vicinity. The posted speed limit is 45 miles per hour (mph). Within the Project study area, traffic signals exist along La Paz Road at the SR-73 SB Ramps/Aliso Viejo Plaza, the SR-73 NB ramps/Merienda, Moulton, Parkway and Paseo De Valencia. La Paz Road is classified as a Primary Arterial in the City's Mobility Element.

Oso Parkway is a six lane divided roadway oriented in the southwest/northeast direction. Parking is not permitted on either side of the roadway within the Project vicinity. The posted speed limit is 50 mph. Both Class I (bike path) and Class II (on-street) bikeways are provided on Oso Parkway east of Moulton Parkway within the project vicinity. Within the Project study area, a traffic signal exists along Oso Parkway at Moulton Parkway. Oso Parkway is classified as a Major Arterial in the City's Mobility Element.

Moulton Parkway is a six lane divided roadway oriented in the north/south direction that borders the project site on the west. Parking is not permitted on either side of the roadway within the Project vicinity. The posted speed limit is 45 mph. Class II (on-street) bike lanes now exists on Moulton Parkway, north of La Paz Road within the project vicinity. Within the City's Mobility Element, Moulton Parkway is classified as a six-lane Smart Street Arterial.

Paseo De Valencia is generally a four lane divided roadway oriented in the east/west direction north of the project site. West of Alicia Parkway, Paseo De Valencia becomes a six lane divided roadway. Parking is not permitted on either side of the roadway within the Project vicinity. The posted speed limit is 45 mph. Class II (on-street) bike lanes now exists on Paseo De Valencia within the project vicinity. Within the City's Mobility Element, Paseo De Valencia is classified as a Major Arterial.

Alicia Parkway is a six lane divided roadway oriented in the north/south direction west of the project site. Parking is not permitted on either side of the roadway within the Project vicinity. The posted speed limit ranges from 45 to 50 mph. Class II (on-street) bike lanes now exists on Alicia

Parkway within the project vicinity. Within the Project study area, a traffic signal exists along Alicia Parkway at Moulton Parkway. Within the City's Mobility Element, Alicia Parkway is classified as a Major Arterial.

Figure 3-1 presents an inventory of the existing roadway conditions for the arterials and intersections evaluated in this report. This figure identifies the number of travel lanes for key arterials, as well as intersection configurations, posted speed limit, parking restrictions and controls for the key area study intersections.

3.3 Existing Traffic Volumes

Six key study intersections have been identified as the locations at which to evaluate existing and future traffic operating conditions. Some portion of potential project-related traffic will pass through each of these intersections, and their analysis will reveal the expected relative impacts of the project. These key locations were selected for evaluation based on discussions with City of Laguna Hills staff and in consideration of Orange County CMP requirements.

Existing AM peak hour and PM peak hour traffic volumes for the four of six key study intersections and the three project driveway evaluated in this report were obtained from manual turning movement counts conducted by Pacific Traffic Data Services in November 2011 and supplemented with counts at two (2) additional locations collected by Transportation Studies, Inc. in March 2012.

Figures 3-2 and **3-3** depict the existing AM and PM peak hour traffic volumes at the key study intersections, respectively. **Appendix A** contains the detailed existing manual turning movement count sheets for key study intersections evaluated in this report.

3.3.1 Intersection Capacity Utilization (ICU) Method of Analysis

In conformance with City of Laguna Hills and Orange County CMP requirements, existing AM and PM peak hour operating conditions for the key signalized study intersections were evaluated using the Intersection Capacity Utilization (ICU) method. The ICU technique is intended for signalized intersection analysis and estimates the volume to capacity (V/C) relationship for an intersection based on the individual V/C ratios for key conflicting traffic movements. The ICU numerical value represents the percent signal (green) time, and thus capacity, required by existing and/or future traffic. It should be noted that the ICU methodology assumes uniform traffic distribution per intersection approach lane and optimal signal timing.

Per City of Laguna Hills requirements, the ICU calculations use a lane capacity of 1,700 vehicles per hour (vph) for left-turn lanes and through lanes. Per the City's requirements, an adjustment of 0.85 was used for right-turn movements where there is a dedicated right-turn lane. This adjustment results in a right-turn lane capacity of 1,445 vph. A clearance adjustment factor of 0.05 was added to each Level of Service calculation.

For the one signalized study intersection located in the City of Aliso Viejo (i.e. SR-73 SB Ramps/Aliso Viejo Plaza at La Paz Road), the ICU calculations use a lane capacity of 1,700 vehicles

per hour (vph) for left-turn lanes, through lanes and right-turn lanes. A clearance adjustment factor of 0.05 was added to each Level of Service calculation.

The ICU value translates to a Level of Service (LOS) estimate, which is a relative measure of the intersection performance. The ICU value is the sum of the critical volume to capacity ratios at an intersection; it is not intended to be indicative of the LOS of each of the individual turning movements. The six qualitative categories of Level of Service have been defined along with the corresponding ICU value range and are shown in **Table 3-1**

3.3.2 Highway Capacity Manual (HCM) Method of Analysis (Unsignalized Intersections)

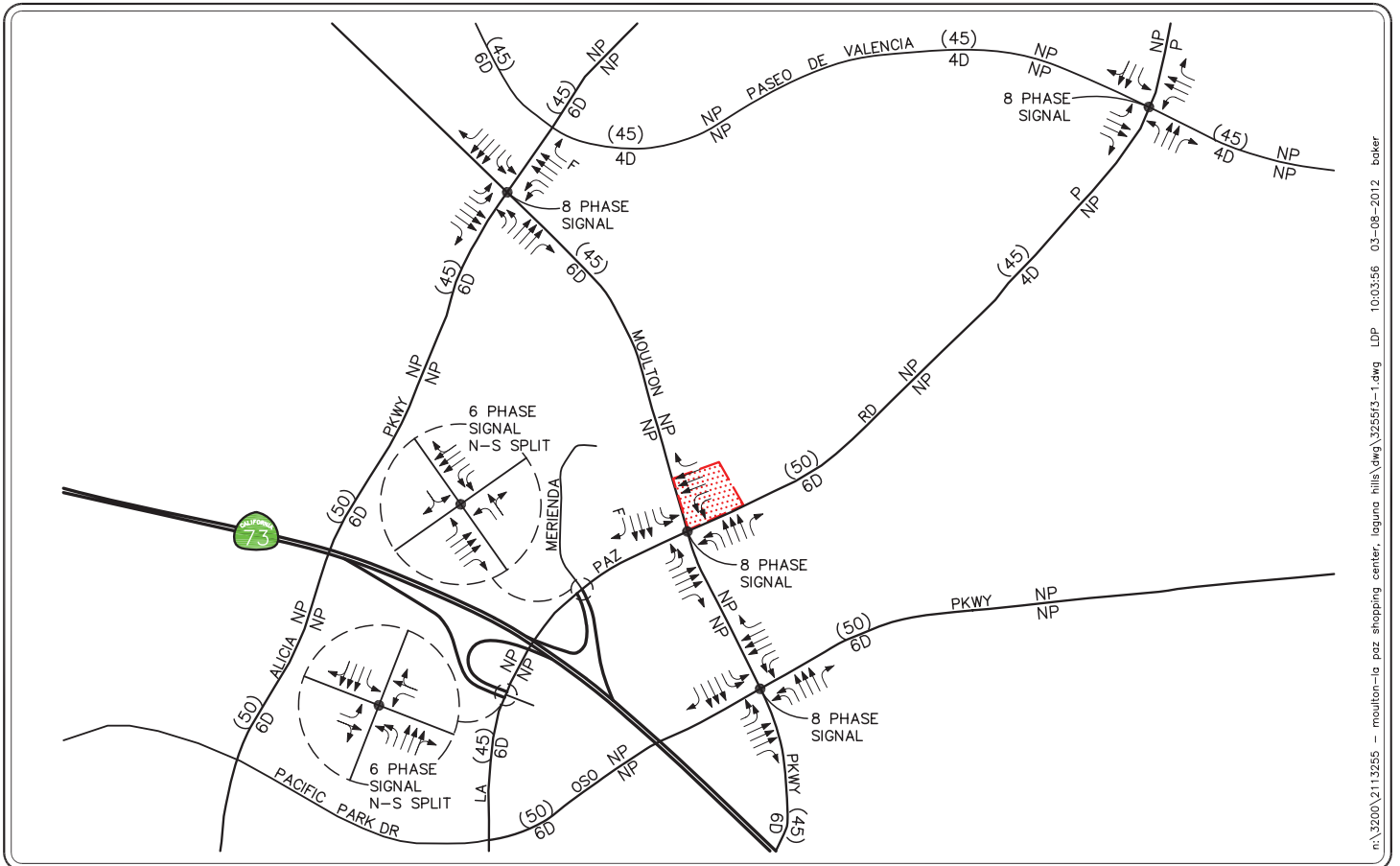
The 2000 HCM unsignalized methodology for stop-controlled intersections was utilized for the analysis of the three project driveways, all of which are unsignalized intersections. This methodology estimates the average control delay for each of the subject movements and determines the level of service for each movement. For all-way stop controlled intersections, the overall average control delay measured in seconds per vehicle, and level of service is then calculated for the entire intersection. For one-way and two-way stop-controlled (minor street stop-controlled) intersections, this methodology estimates the worst side street delay, measured in seconds per vehicle and determines the level of service for that approach. The HCM control delay value translates to a Level of Service (LOS) estimate, which is a relative measure of the intersection performance. The six qualitative categories of Level of Service have been defined along with the corresponding HCM control delay value range, as shown in **Table 3-2**.

3.3.3 Level of Service Criteria

According to the City of Laguna Hills, LOS D is the minimum acceptable condition that should be maintained during the peak commute hours. Within the City of Aliso Viejo, the intersection performance standard is LOS C.

3.4 Existing Level of Service Results

Table 3-3 summarizes the existing peak hour service level calculations for the six key study intersections based on existing traffic volumes and current street geometry. As shown, all six key intersections currently operate at LOS A during both the AM peak hour and PM peak hour. **Appendix B** contains the ICU/LOS calculation worksheets for the key study intersections.



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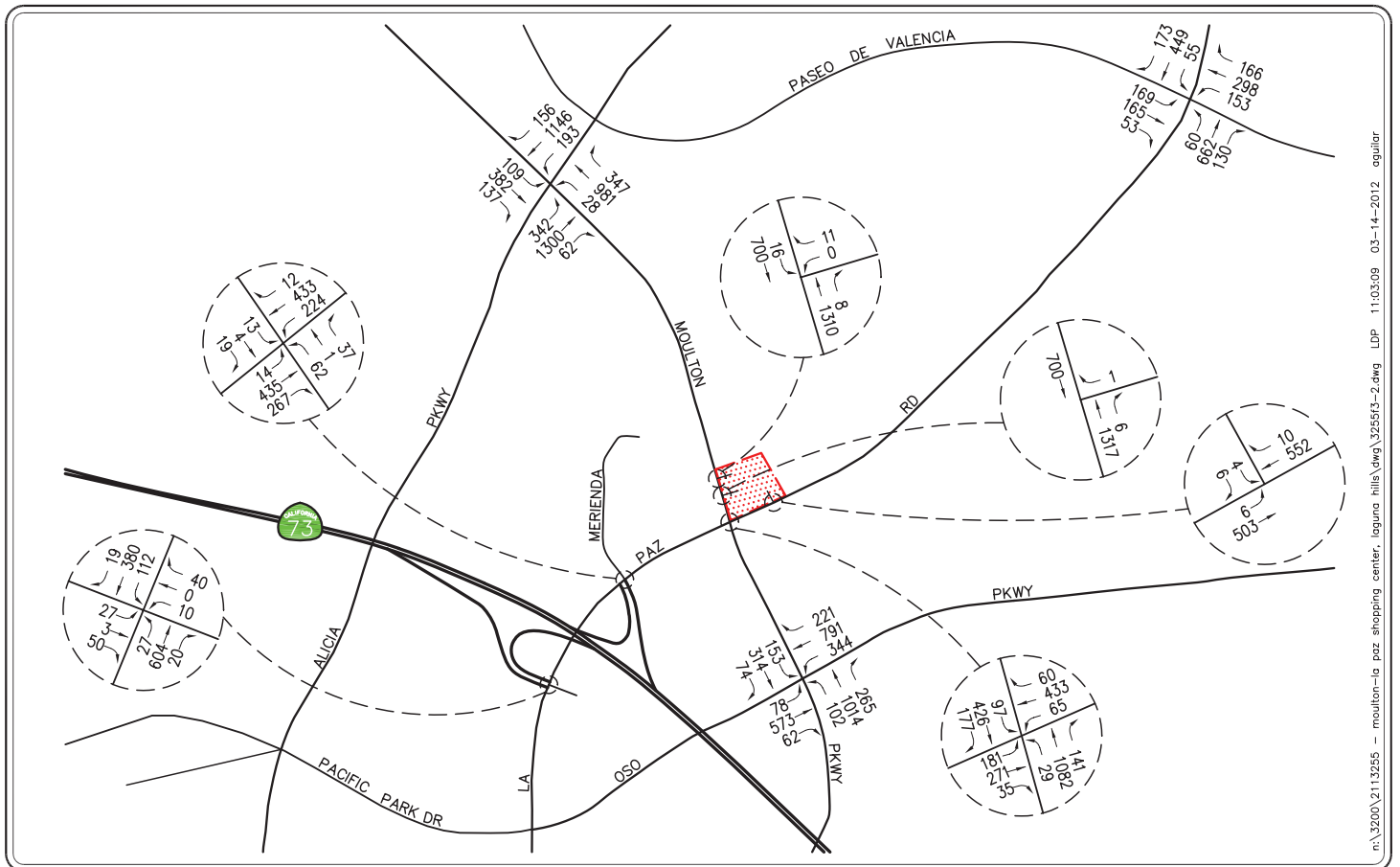
NO SCALE

- KEY**
- ← = APPROACH LANE ASSIGNMENT
 - = TRAFFIC SIGNAL
 - P = PARKING, NP = NO PARKING
 - U = UNDIVIDED, D = DIVIDED
 - 2 = NUMBER OF TRAVEL LANES
 - (XX) = POSTED SPEED LIMIT (MPH)
 - F = FREE-RIGHT
 - [Red Hatched Box] = PROJECT SITE

FIGURE 3-1

EXISTING ROADWAY CONDITIONS AND INTERSECTION CONTROLS

MOULTON LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS



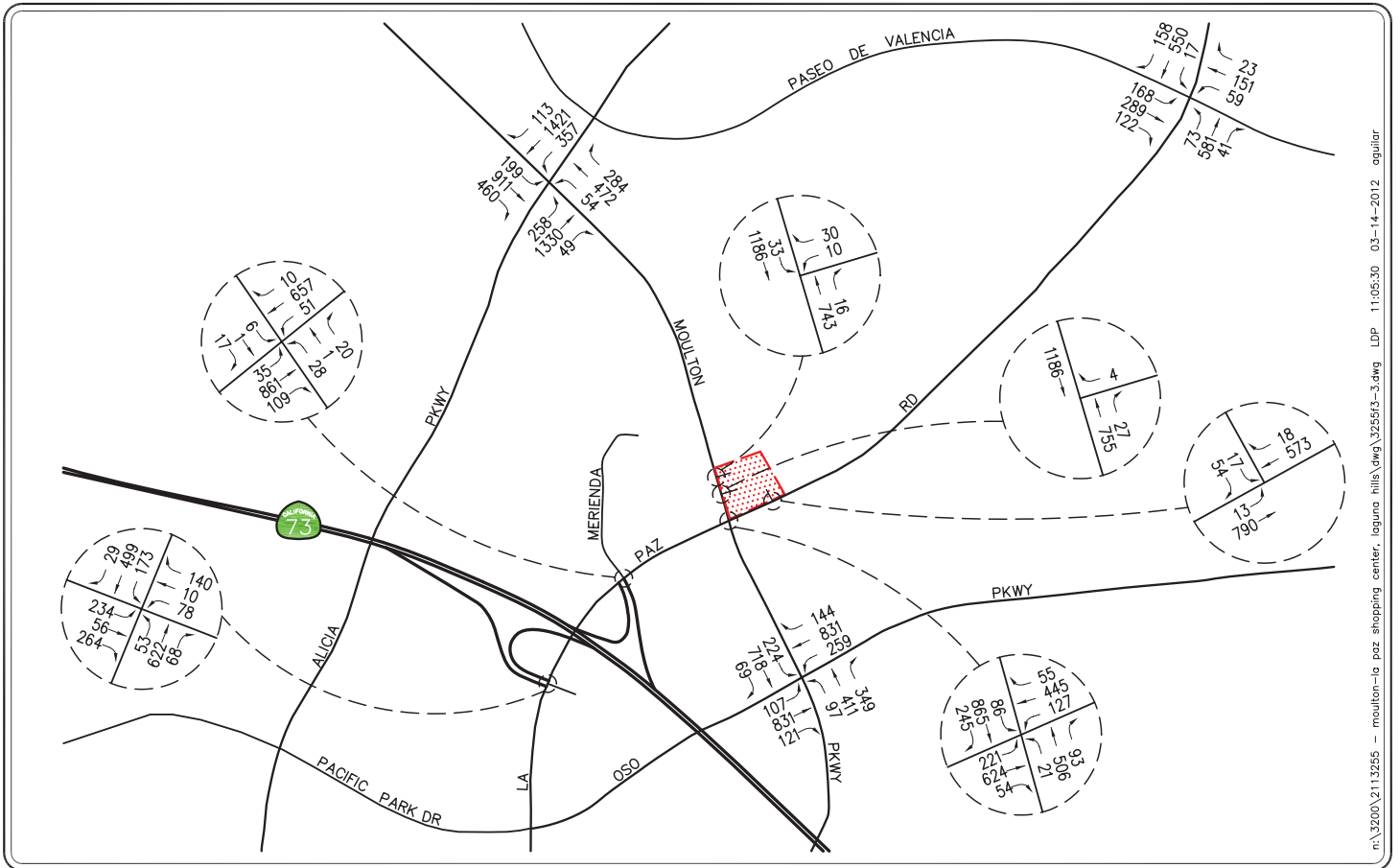
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KEY



FIGURE 3-2

EXISTING AM PEAK HOUR TRAFFIC VOLUMES
MOULTON-LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS



KEY

= PROJECT SITE

FIGURE 3-3

EXISTING PM PEAK HOUR TRAFFIC VOLUMES

MOULTON-LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS

TABLE 3-1
LEVEL OF SERVICE CRITERIA FOR SIGNALIZED INTERSECTIONS

Level of Service (LOS)	Intersection Capacity Utilization Value (V/C)	Level of Service Description
A	0.00 - 0.60	Free Flow; Very low delay, less than 10.0 seconds per vehicle.
B	0.61 - 0.70	Rural Design; Delay in the range of 10.1 to 20 seconds per vehicle.
C	0.71 - 0.80	Urban Design; Delay in the range of 20.1 to 35 seconds per vehicle.
D	0.81 - 0.90	Maximum Urban Design; Delay ranges from 35.1 to 55 seconds per vehicle.
E	0.91 - 1.00	Capacity; Delay ranges from 55.1 to 80 seconds per vehicle.
F	≥ 1.01	Forced Flow; Delay in excess of 80 seconds per vehicles.

TABLE 3-2
LEVEL OF SERVICE CRITERIA FOR UNSIGNALIZED INTERSECTIONS³

Level of Service (LOS)	Highway Capacity Manual Delay Value (sec/veh)	Level of Service Description
A	≤ 10.0	Little or no delay
B	> 10.0 and ≤ 15.0	Short traffic delays
C	> 15.0 and ≤ 25.0	Average traffic delays
D	> 25.0 and ≤ 35.0	Long traffic delays
E	> 35.0 and ≤ 50.0	Very long traffic delays
F	> 50.0	Severe congestion

³ Source: *Highway Capacity Manual 2000*, Chapter 17 (Unsignalized Intersections).

TABLE 3-3
EXISTING PEAK HOUR LEVELS OF SERVICE⁴

Key Intersections		Time Period	Control Type	ICU	LOS
1.	SR-73 SB Ramps/Aliso Viejo Plaza at La Paz Road	AM	6Ø Traffic	0.272	A
		PM	Signal	0.444	A
2.	SR-73 NB Ramps/Merienda at La Paz Road	AM	6Ø Traffic	0.310	A
		PM	Signal	0.250	A
3.	Moulton Parkway at La Paz Road	AM	8Ø Traffic	0.429	A
		PM	Signal	0.385	A
4.	Moulton Parkway at Oso Parkway	AM	8Ø Traffic	0.507	A
		PM	Signal	0.521	A
5.	Moulton Parkway at Alicia Parkway	AM	8Ø Traffic	0.600	A
		PM	Signal	0.674	B
6.	La Paz Road at Paseo De Valencia	AM	8Ø Traffic	0.464	A
		PM	Signal	0.444	A

Note:

Bold ICU/LOS values indicate adverse service levels based on City LOS standards.

⁴ Appendix B contains ICU/LOS sheets for key study intersections.

4.0 TRAFFIC FORECASTING METHODOLOGY

In order to estimate the traffic impact characteristics of the proposed Project, a multi-step process has been utilized. The first step is traffic generation, which estimates the total arriving and departing traffic on a peak hour and daily basis. The traffic generation potential is forecast by applying the appropriate vehicle trip generation equations or rates to the project development tabulation.

The second step of the forecasting process is traffic distribution, which identifies the origins and destinations of inbound and outbound project traffic. These origins and destinations are typically based on demographics and existing/expected future travel patterns in the study area.

The third step is traffic assignment, which involves the allocation of project traffic to study area streets and intersections. Traffic assignment is typically based on minimization of travel time, which may or may not involve the shortest route, depending on prevailing operating conditions and travel speeds. Traffic distribution patterns are indicated by general percentage orientation, while traffic assignment allocates specific volume forecasts to individual roadway links and intersection turning movements throughout the study area.

With the forecasting process complete and project traffic assignments developed, the impact of the proposed project is isolated by comparing operational (LOS) conditions at selected key intersections using expected future traffic volumes with and without forecast project traffic. The need for site-specific and/or cumulative local area traffic improvements can then be evaluated and the significance of the project's impacts identified.

5.0 PROJECT TRAFFIC CHARACTERISTICS

5.1 Project Traffic Generation

Traffic generation is expressed in vehicle trip ends, defined as one-way vehicular movements, either entering or exiting the generating land use. Generation factors and/or equations used in the traffic forecasting procedure are found in the 8th Edition of *Trip Generation*, published by the Institute of Transportation Engineers (ITE) [Washington, D.C., 2008], or San Diego Traffic Generators, dated April 2002, published by San Diego Associated Governments (SANDAG).

Table 5-1 summarizes the trip generation rates and/or equations used in forecasting the vehicular trips generated by the proposed the Project as well as the existing development. The trip generation potential of the proposed Project was estimated using trip rates/equations from ITE Land Use 814: Specialty Retail Center and ITE Land Use 850: Supermarket and SANDAG: Financial Institution/Walk-in Bank trip rates. The trip generation “credit” for the existing land use to be removed was estimated using trips for ITE Land Use 861: Auto Parts Sales.

Table 5-2 summarizes the Project’s trip generation forecast for a typical weekday. As shown in the upper portion of this table, the trip generation potential of the existing land use totals 441 daily trips, with 16 trips (8 inbound, 8 outbound) during the AM peak hour and 27 trips (13 inbound, 14 outbound) during the PM peak hour. Based on common traffic engineering practices, the traffic generated by the existing land use may be considered to represent a “trip credit” for the project site, against which the impact of the proposed Project might be compared.

Review of the lower portion of *Table 5-2* shows that the proposed Project is expected to generate 2,738 daily trips, 105 AM peak hour trips (67 inbound, 38 outbound) and 217 PM peak hour trips (104 inbound, 113 outbound). A comparison of the proposed Project’s trip generation potential to that of the existing land use indicates that the proposed Project will result in 2,297 additional daily trips, with 89 net trips (59 inbound, 30 outbound) during the AM peak hour and 190 net trips (91 inbound, 99 outbound) during the PM peak hour.

Please note that to account for trips that come directly from the everyday traffic stream on the adjoining streets (i.e., Moulton Parkway, La Paz Road), applicable pass-by reduction factors, noted in the footnotes of *Table 5-2*, were incorporated into the ADT, AM and PM peak hour traffic forecasts.

The potential traffic impacts of the aforementioned total proposed Project trips are evaluated in the traffic analysis section of this report at the study driveways. The potential traffic impacts of the aforementioned net Project trips (after applying the applicable pass-by reduction factors) are evaluated in the traffic analysis section of this report at the study intersections.

TABLE 5-1
PROJECT TRAFFIC GENERATION RATES⁵

ITE Land Use Code / Project Description	Daily 2-Way	AM Peak Hour			PM Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
<u>Generation Factors:</u>							
▪ 814: Specialty Retail Center (TE/1000 SF)	44.32	0.61	0.39	1.00 ⁶	1.19	1.52	2.71
▪ 850: Supermarket (TE/1,000 SF)	102.24	2.19	1.40	3.59	5.36	5.14	10.50
▪ 861: Auto Parts Sales (TE/1000 SF)	61.91	1.10	1.11	2.21	2.93	3.05	5.98
▪ 911: Financial Institution / Walk-in Bank (TE/1000 SF) ⁷	150.00	4.20	1.80	6.00	4.80	7.20	12.00

Note:

- TE/1000 SF = Trip ends per 1,000 square-feet of development

⁵ Source: *Trip Generation*, 8th Edition, Institute of Transportation Engineers (ITE), Washington, D.C. (2008).

⁶ AM peak hour trips rate for Land Use 814: Specialty Retail Center were estimated using the AM peak hour average trips rates for ITE Land Use: 820: Shopping Center.

⁷ Source: *San Diego Traffic Generators*, dated April 2002, published by San Diego Associated Governments (SANDAG).

TABLE 5-2
PROJECT TRAFFIC FORECAST

ITE Land Use Code / Project Description	Daily 2-Way	AM Peak Hour			PM Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
<u>Existing Land Use:</u>							
▪ 861: Auto Parts Sales (7,922 SF)	490	9	9	18	23	24	47
Less Pass-by Trips ⁸ :	<u>-49</u>	<u>-1</u>	<u>-1</u>	<u>-2</u>	<u>-10</u>	<u>-10</u>	<u>-20</u>
Existing "Net" Trip Credit:	441	8	8	16	13	14	27
<u>Proposed Project Trip Generation:</u>							
▪ 814: Specialty Retail Center (Shops "C" - 3,300 SF)	146	2	1	3	4	5	9
▪ 814: Specialty Retail Center (Shops "D" - 9,500 SF)	421	6	4	10	12	14	26
▪ 850: Supermarket (20,400 SF)	2,086	45	29	74	109	105	214
▪ 911: Financial Institution / Walk-in Bank (4,920 SF)	<u>738</u>	<u>21</u>	<u>9</u>	<u>30</u>	<u>24</u>	<u>35</u>	<u>59</u>
Proposed Project Trip Generation:	3,391	74	43	117	149	159	308
Less Pass-by Trips ⁸ :	<u>-653</u>	<u>-7</u>	<u>-5</u>	<u>-12</u>	<u>-45</u>	<u>-46</u>	<u>-91</u>
Proposed Project "Net" Trip Generation:	2,738	67	38	105	104	113	217
Total Proposed Project "Net" Trip Generation Potential after adjustment for Pass-By Trips (Proposed Project "Net" Trips minus Existing "Net" Trip Credit)	2,901 <u>-604</u> 2,297	65 <u>-6</u> 59	34 <u>-4</u> 30	99 <u>-10</u> 89	126 <u>-35</u> 91	135 <u>-36</u> 99	261 <u>-71</u> 190

Note:

- TE/1000 SF = Trip ends per 1,000 square-feet of development

⁸ Pass-By Trips are trips made as intermediate stops on the way from an origin to a primary trip destination. Pass-by trips are attracted from traffic passing the site on adjacent streets (i.e. existing traffic on Moulton Parkway and La Paz Road), which contain direct access to the generator. For this analysis, the following pass-by reduction factors were used (Source: *Trip Generation Handbook*, ITE October June 2004):

- ☐ Specialty Retail: AM Peak Hour – estimated to be 10% PM Peak Hour – 10% (Source: SANDAG *Traffic Generators*)
- ☐ Auto Parts Sales: AM Peak Hour – estimated to be 10% PM Peak Hour - 43%
- ☐ High-Turnover Rest: AM Peak Hour – estimated to be 10% PM Peak Hour - 43%
- ☐ Supermarket: AM Peak Hour – estimated to be 10% PM Peak Hour – 34%
- ☐ Financial Inst: AM Peak Hour – estimated to be 10% PM Peak Hour – 25% (Source: SANDAG *Traffic Generators*)
- ☐ Daily pass-by percentage for Specialty Retail, Auto Parts Sales and Financial Institutions estimate to be 10%. For High-Turnover Restaurants and Supermarket uses, the daily pass-by percentage is estimated to be 25%.

5.2 Project Traffic Distribution and Assignment

Figure 5-1 presents the traffic distribution patterns for the proposed Project. Project traffic volumes both entering and exiting the project site have been distributed and assigned to the adjacent street system based on the following considerations:

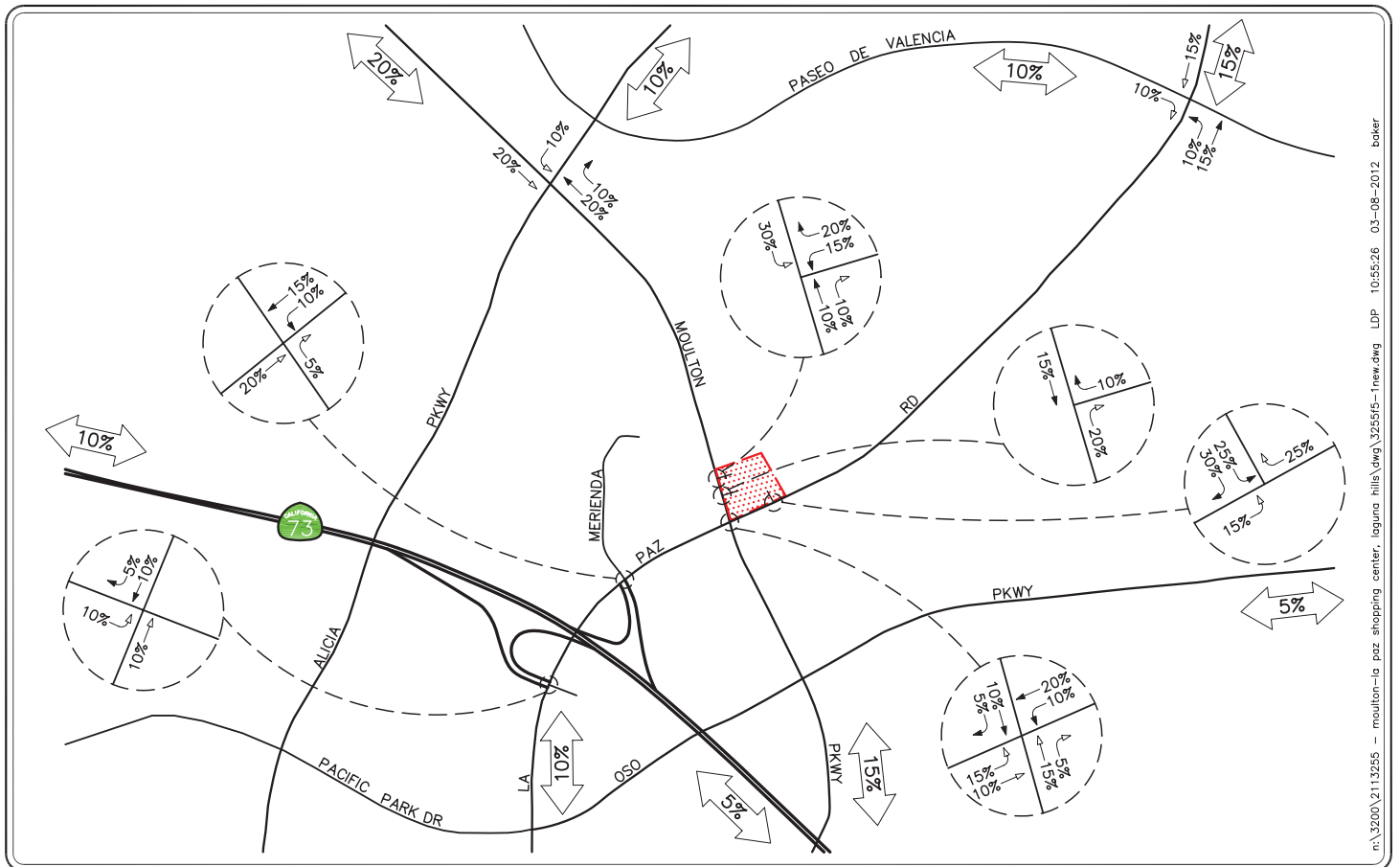
- the site's proximity to major traffic carriers (i.e. Moulton Parkway, La Paz Road, etc),
- expected localized traffic flow patterns based on adjacent street channelization and presence of traffic signals,
- ingress/egress availability at the project site,
- existing peak hour driveway volumes, and
- input from City staff.

The anticipated AM and PM peak hour project traffic volumes associated with the proposed Project are presented in **Figures 5-2** and **5-3**, respectively. The traffic volume assignments presented in **Figures 5-2** and **5-3** reflect the traffic distribution characteristics shown in **Figure 5-1** and the net traffic generation forecast presented in **Table 5-1**.

5.3 Existing Plus Project Traffic Conditions

The existing plus project traffic conditions have been generated based upon existing conditions and the estimated project traffic. These forecast traffic conditions have been prepared pursuant to the City's guidelines as well as the California Environmental Quality Act (CEQA) guidelines, which require that the potential impacts of a Project be evaluated upon the circulation system as it currently exists. This traffic volume scenario and the related intersection capacity analyses will identify the roadway improvements necessary to mitigate the direct traffic impacts of the Project, if any.

Figures 5-4 and **5-5** present projected AM and PM peak hour traffic volumes at the six key study intersections and three project driveway with the addition of the trips generated by the proposed Project to existing traffic volumes, respectively.



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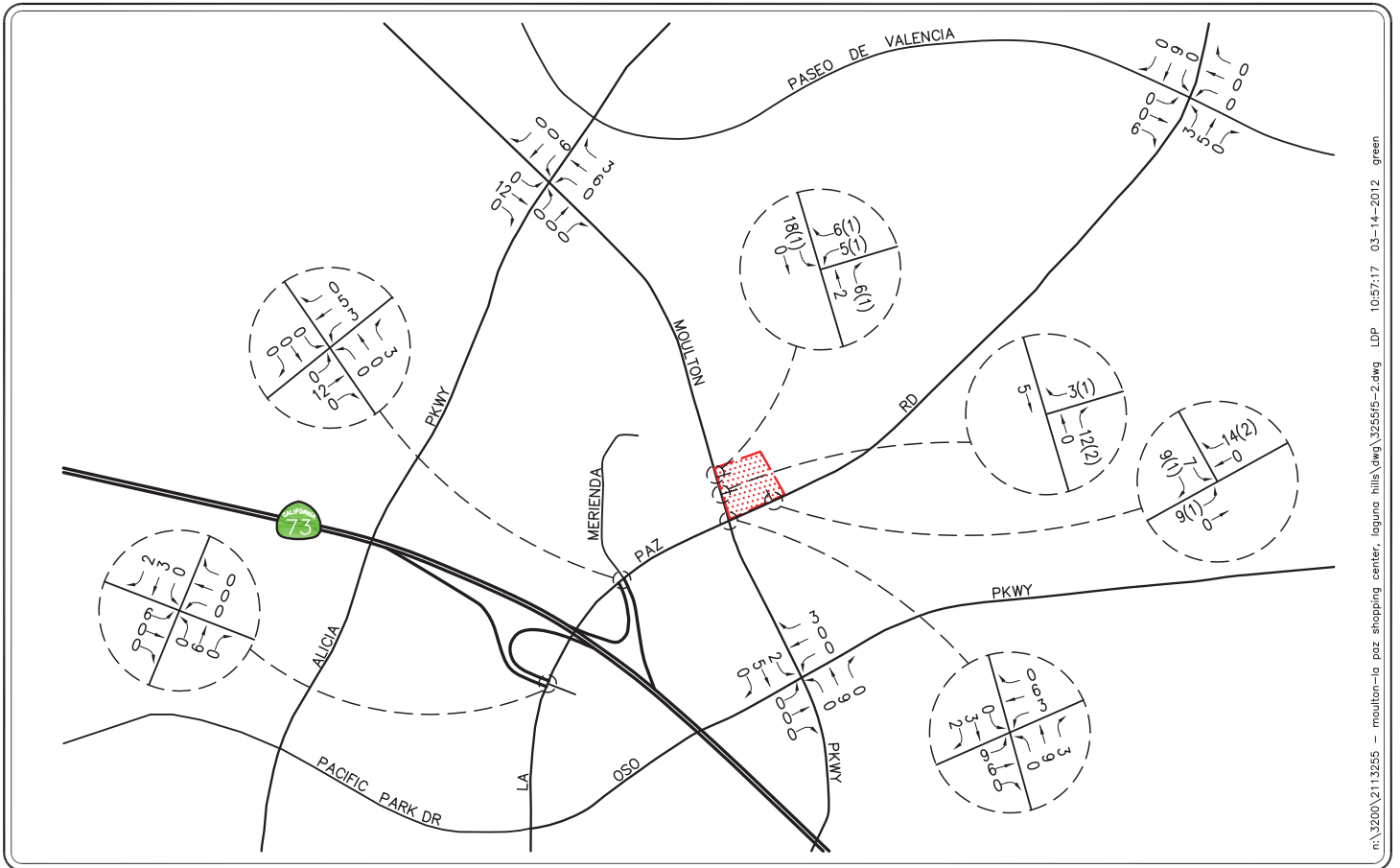


NO SCALE

KEY
 ← = INBOUND PERCENTAGE
 → = OUTBOUND PERCENTAGE
 [Red Hatched Box] = PROJECT SITE

FIGURE 5-1

PROJECT TRAFFIC DISTRIBUTION
 MOULTON-LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS



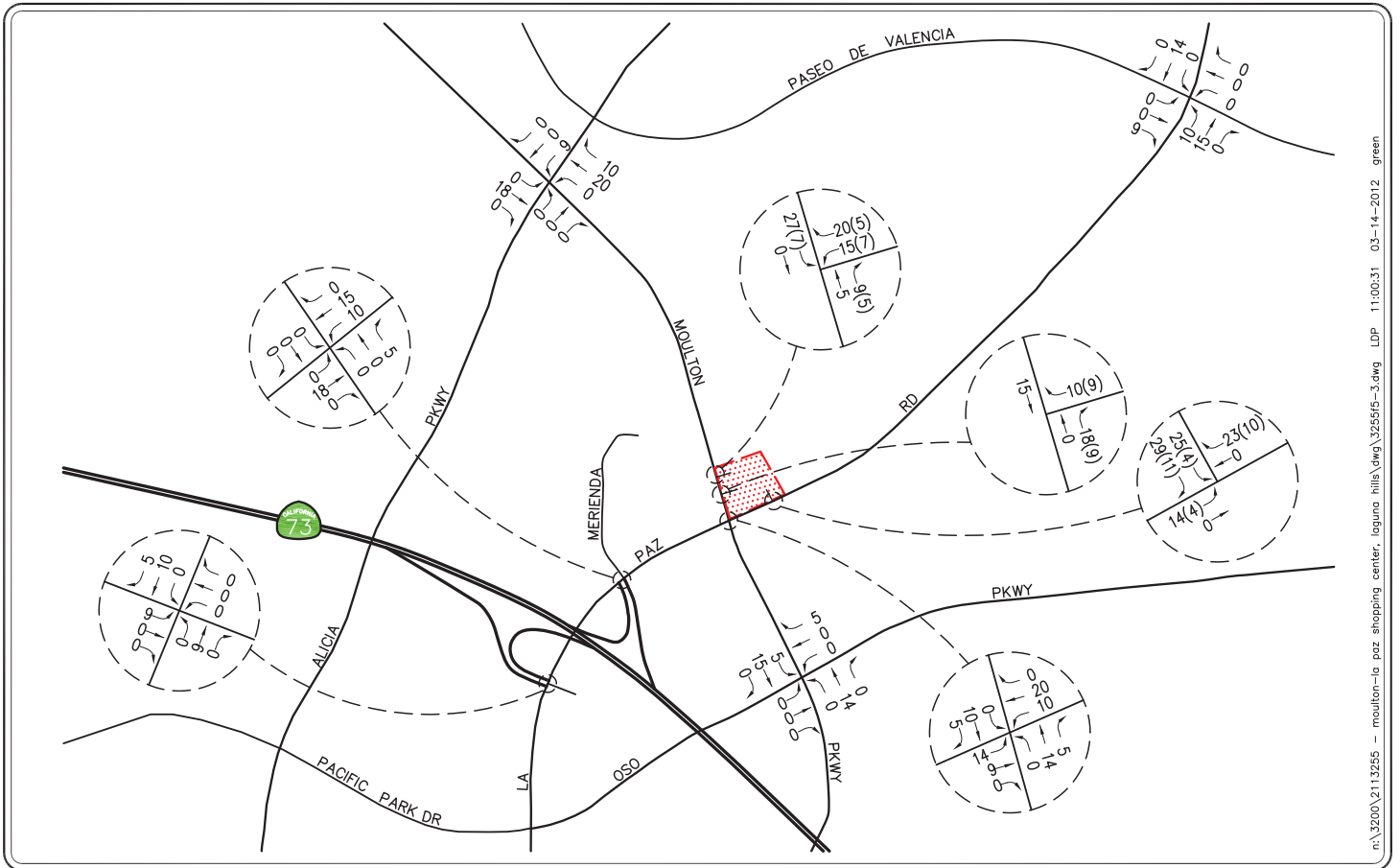
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KEY
 = PROJECT SITE
 (XX) = PASS-BY VOLUME

FIGURE 5-2

AM PEAK HOUR PROJECT TRAFFIC VOLUMES
 MOULTON LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS



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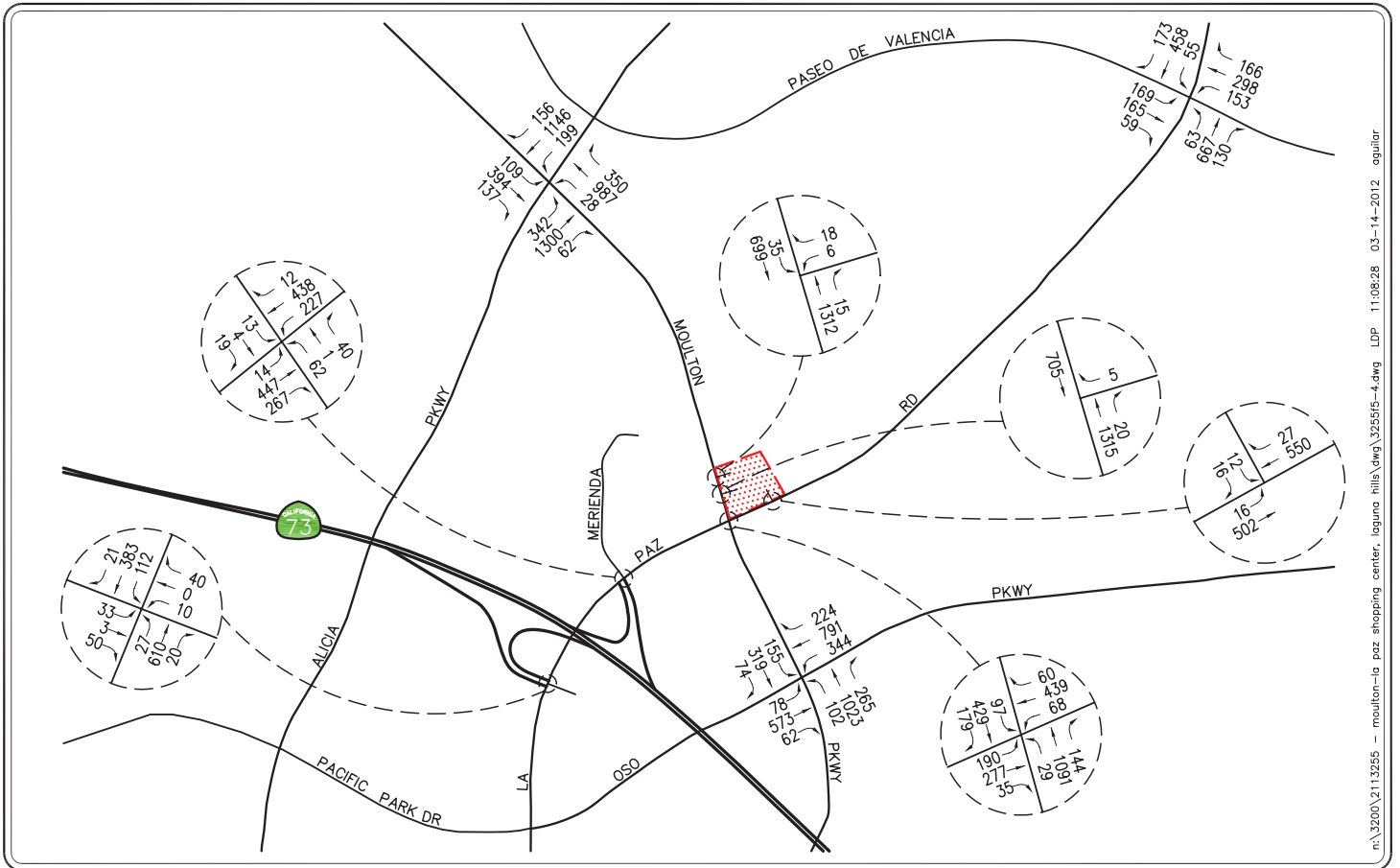
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KEY

- = PROJECT SITE
- (XX) = PASS-BY VOLUME

FIGURE 5-3

PM PEAK HOUR PROJECT TRAFFIC VOLUMES
MOULTON LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS



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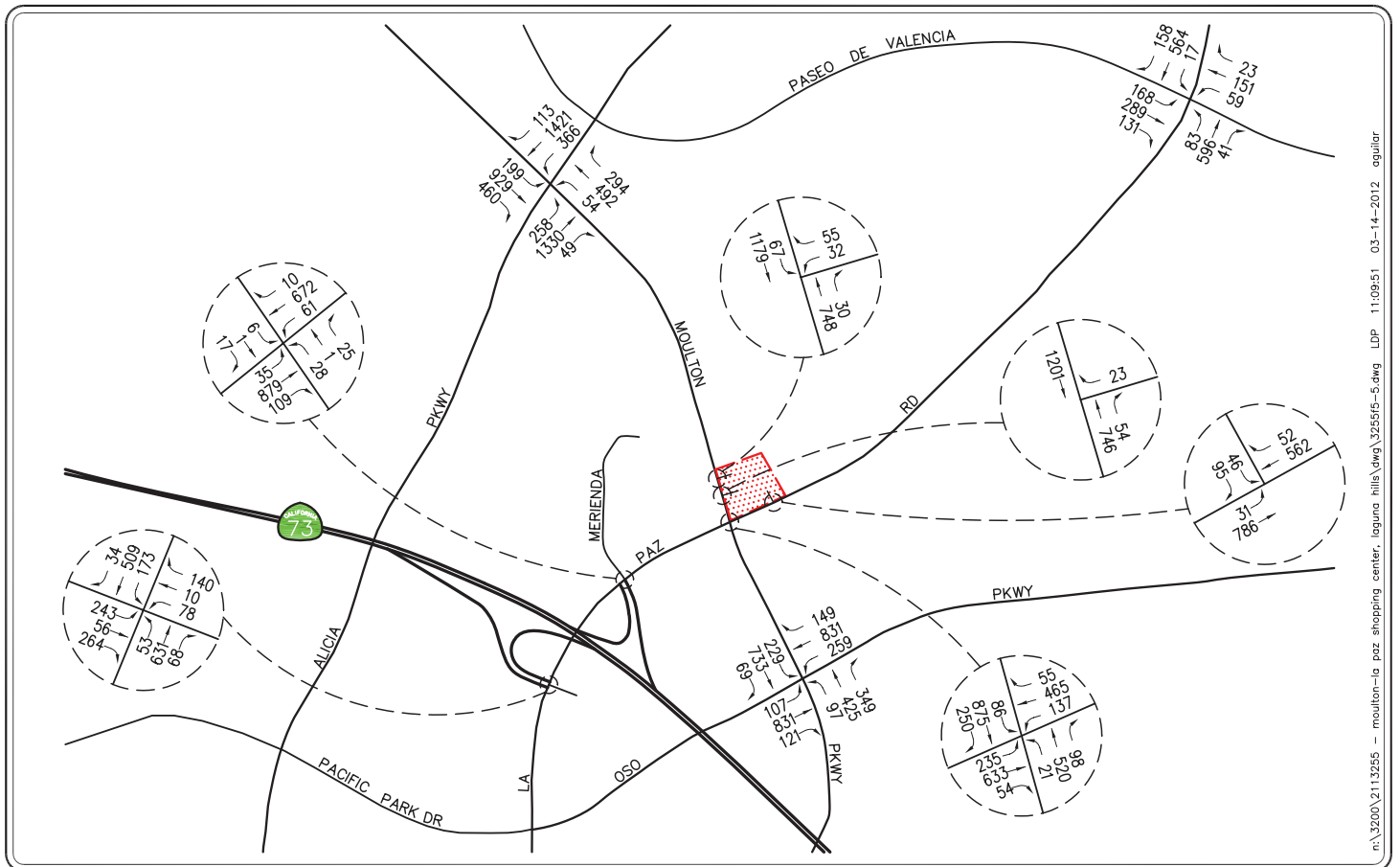
KEY

 = PROJECT SITE

FIGURE 5-4

EXISTING PLUS PROJECT
AM PEAK HOUR TRAFFIC VOLUMES

MOULTON-LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS



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NO SCALE

KEY

 = PROJECT SITE

FIGURE 5-5

EXISTING PLUS PROJECT
PM PEAK HOUR TRAFFIC VOLUMES

MOULTON-LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS

60 FUTURE TRAFFIC CONDITIONS

61 Ambient Traffic

Horizon year, background traffic growth estimates have been calculated using an ambient traffic growth factor. The ambient traffic growth factor is intended to include unknown and future related projects in the study area, as well as account for regular growth in traffic volumes due to the development of projects outside the study area. The future growth in traffic volumes has been calculated at one percent (1.0%) per year. Applied to the Year 2011 existing traffic volumes, this factor results in a 2.0% growth in existing volumes to the horizon year 2013.

62 Related Projects Traffic Characteristics

In order to make a realistic estimate of future on-street conditions prior to implementation of the proposed Project, the status of other known development projects (related projects) within a two-mile radius of the proposed project has been researched at the City of Laguna Hills, City of Laguna Niguel and City of Aliso Viejo in December 2011. With this information, the potential impact of the proposed Project can be evaluated within the context of the cumulative impact of all ongoing development.

Based on our research, there is one (1) related project in the City of Laguna Niguel and two (2) related projects in the City of Aliso Viejo that have either been built, but not yet fully occupied, or are being processed for approval. These three (3) related projects have been included as part of the cumulative background setting. With the City of Laguna Hills, there are no related projects within the project vicinity according to City staff.

Table 6-1 provides a brief description for each of the three related projects. **Figure 6-1** graphically illustrates the location of the three related projects. These related projects are expected to generate vehicular traffic, which may affect the operating conditions of the key study intersections.

Table 6-2 summarizes the trip generation potential for all three related projects on a daily and peak hour basis for a typical weekday. As shown, the related projects are expected to generate 3,948 daily trips, with 298 trips (89 inbound, 209 outbound) anticipated during the AM peak hour and 356 trips (217 inbound, 139 outbound) produced during the PM peak hour. The AM and PM peak hour traffic volumes associated with the three related projects in Year 2013 are presented in **Figures 6-2** and **6-3**, respectively.

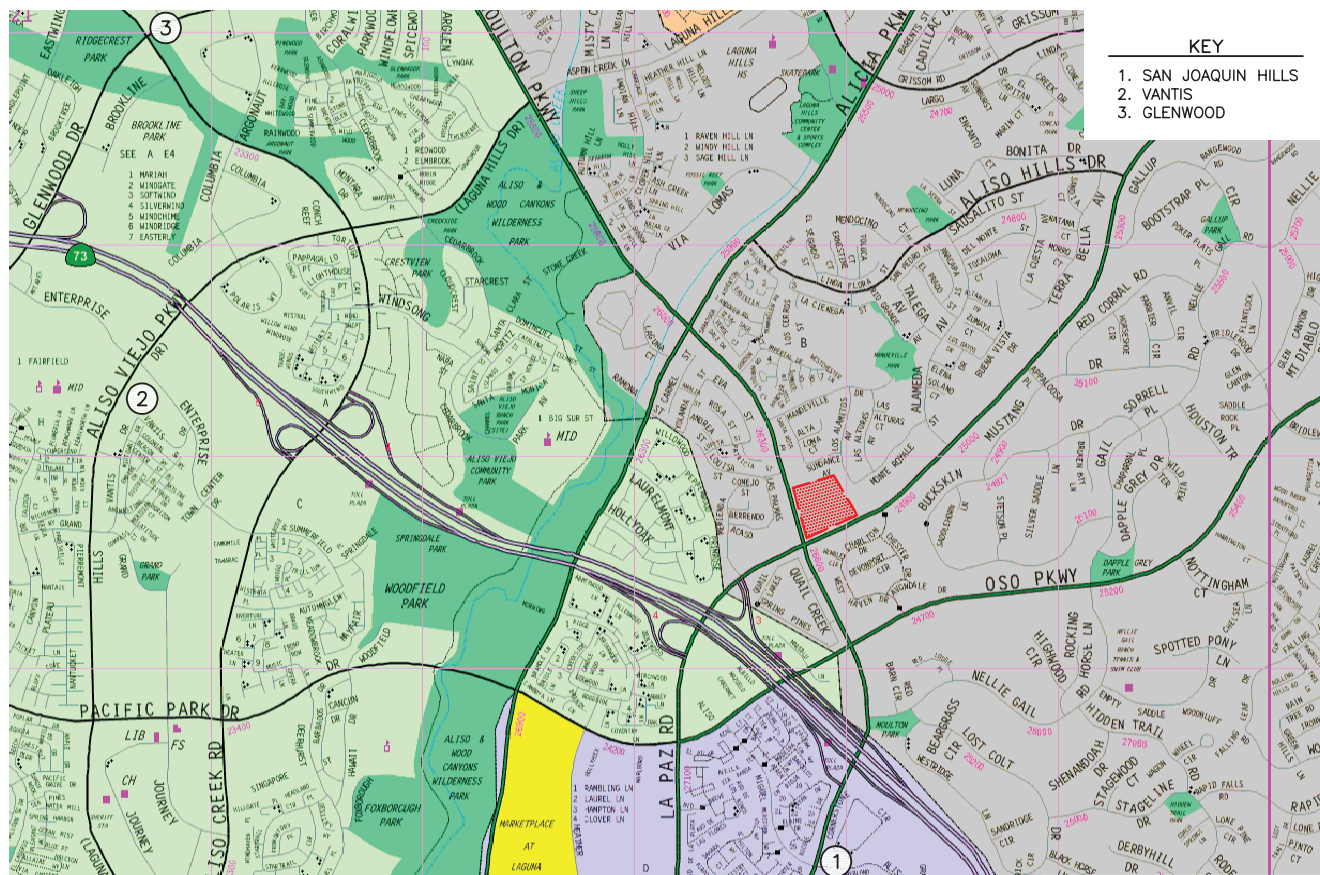
63 Year 2013 Traffic Volumes

Figures 6-4 and **6-5** present the AM and PM peak hour cumulative traffic volumes at the six key study intersections for the Year 2013, respectively.

Figures 6-6 and **6-7** illustrate the Year 2013 forecast AM and PM peak hour traffic volumes, with the inclusion of the trips generated by the proposed Project, respectively. This traffic volume scenario and the related intersection capacity analyses will identify the roadway improvements necessary to mitigate the cumulative traffic impacts of the project, if any.

TABLE 6-1
LOCATION AND DESCRIPTION OF RELATED PROJECTS

Cumulative Project	Location/Address	Description
<u>Laguna Niguel</u>		
1. San Joaquin Hills	Southeast corner of Moulton Parkway and Aliso Niguel	79 single family units
<u>Aliso Viejo</u>		
2. Vantis	Southeast corner of Aliso Viejo Parkway and Enterprise	202 condominium units
3. Glenwood	Northeast corner of Glenwood Drive and Aliso Creek Road	87 single family units , 50 condominium units, 39,059 SF Center including a Golf Clubhouse, a Community Center, and an Aquatic Center



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SOURCE: THOMAS BROS.
KEY

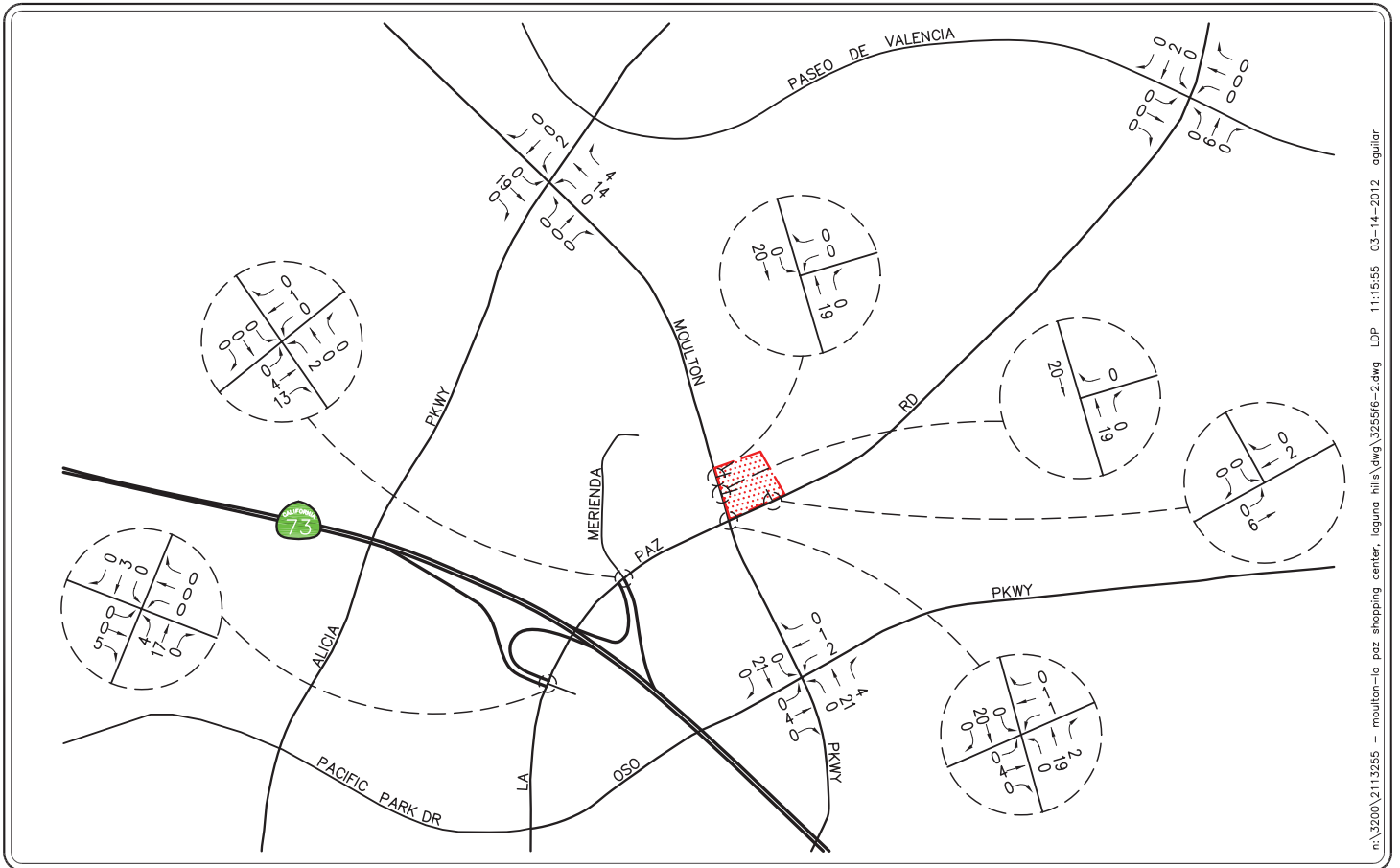
- # = LOCATION OF CUMULATIVE PROJECTS
- [Red Hatched Box] = PROJECT SITE

FIGURE 6-1

LOCATION OF RELATED PROJECTS
MOULTON LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS

TABLE 6-2
RELATED PROJECTS TRAFFIC GENERATION FORECAST

Cumulative Project Description	Daily 2-Way	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
<u>Laguna Niguel</u>							
1. San Joaquin Hills	756	15	44	59	51	29	80
<u>Aliso Viejo</u>							
2. Vantis	1,174	14	75	89	71	34	105
3. Glenwood	2,018	60	90	150	95	76	171
Total Cumulative Project Trip Generation Potential	3,948	89	209	298	217	139	356



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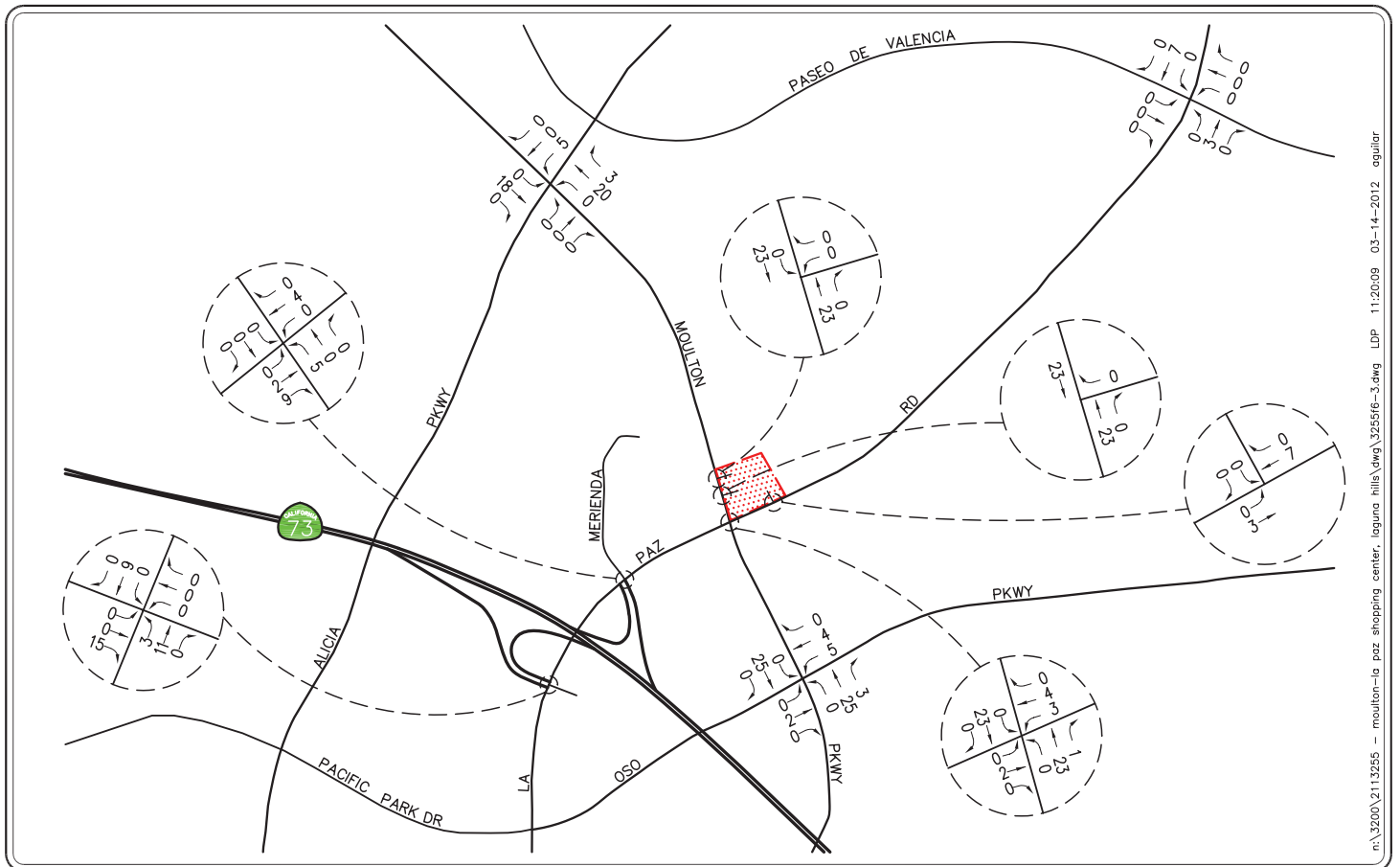
NO SCALE

KEY
 = PROJECT SITE

FIGURE 6-2

YEAR 2013 RELATED PROJECTS
 AM PEAK HOUR TRAFFIC VOLUMES

MOULTON-LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS



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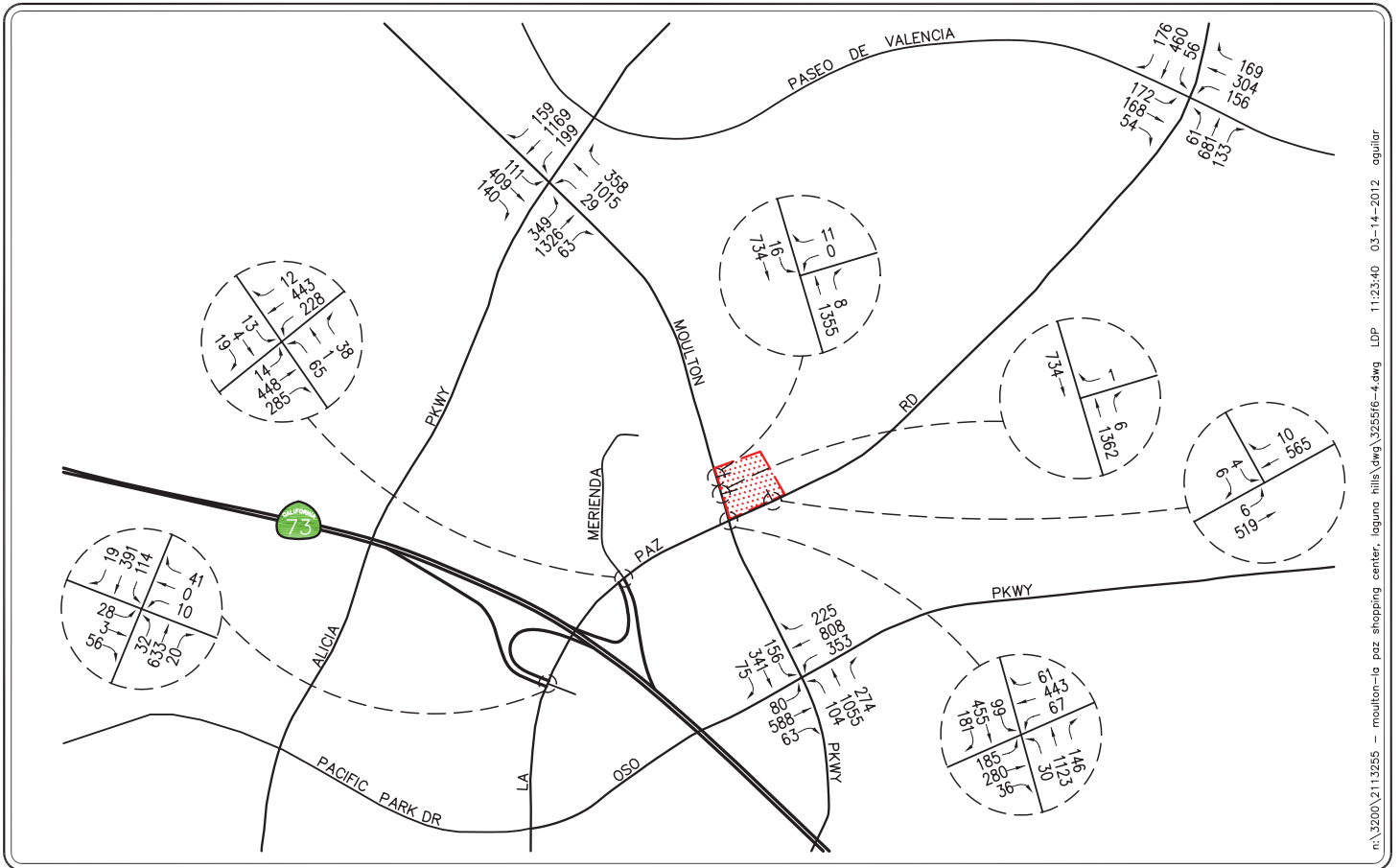
KEY

 = PROJECT SITE

FIGURE 6-3

YEAR 2013 RELATED PROJECTS
PM PEAK HOUR TRAFFIC VOLUMES

MOULTON-LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS



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NO SCALE

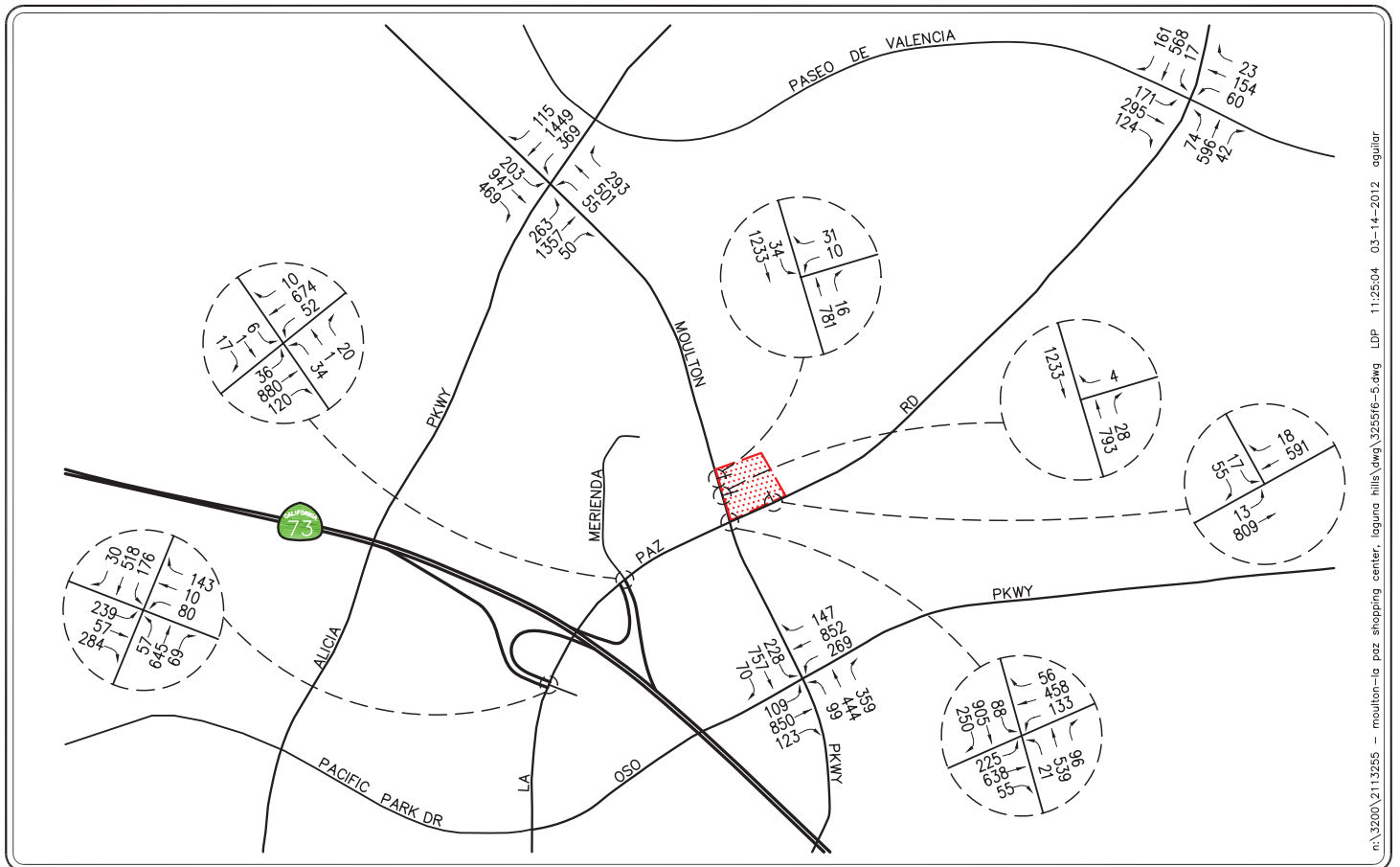
KEY

 = PROJECT SITE

FIGURE 6-4

YEAR 2013 AM PEAK HOUR BACKGROUND TRAFFIC VOLUMES

MOULTON-LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS



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NO SCALE

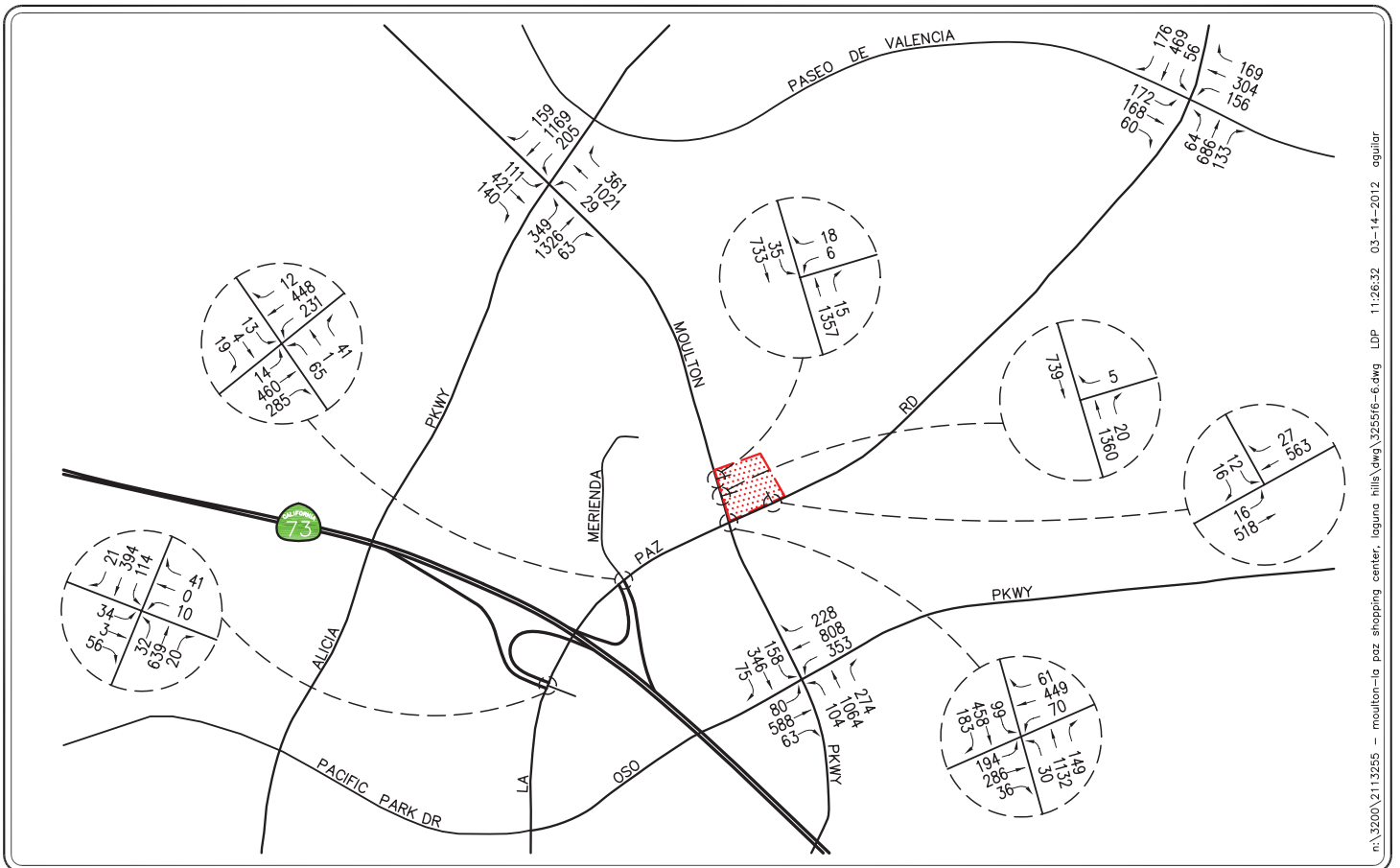
KEY

 = PROJECT SITE

FIGURE 6-5

YEAR 2013 PM PEAK HOUR
BACKGROUND TRAFFIC VOLUMES

MOULTON-LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS



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NO SCALE

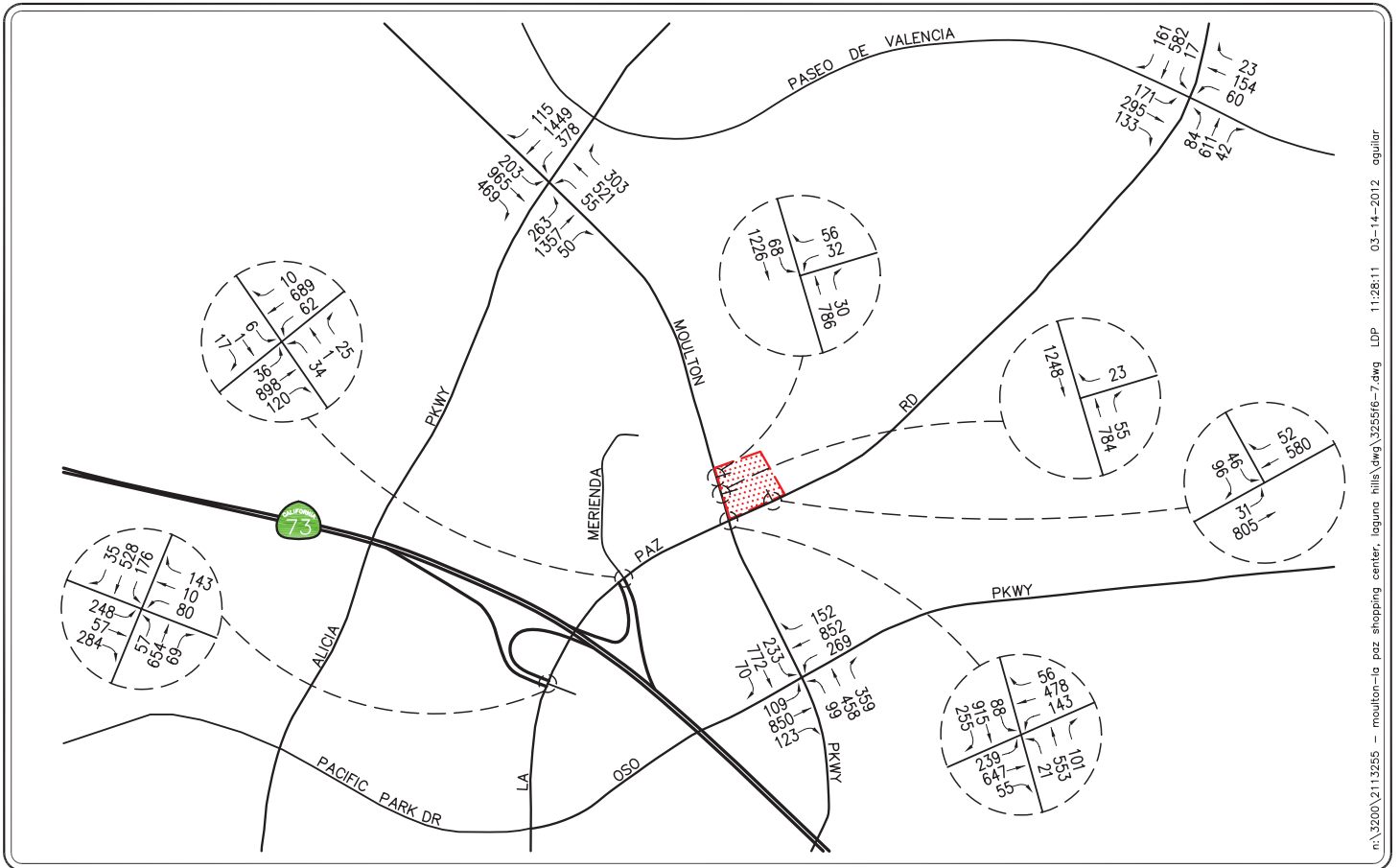
KEY

 = PROJECT SITE

FIGURE 6-6

YEAR 2013 AM PEAK HOUR
TRAFFIC VOLUMES WITH PROJECT

MOULTON-LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS



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NO SCALE

KEY

 = PROJECT SITE

FIGURE 6-7

YEAR 2013 PM PEAK HOUR
TRAFFIC VOLUMES WITH PROJECT

MOULTON-LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS

7.0 TRAFFIC IMPACT ANALYSIS METHODOLOGY

The relative impact of the added project traffic volumes generated by the proposed Project during the AM and PM peak hours was evaluated based on analysis of future operating conditions at the six key study intersections, without, then with, the proposed Project. The previously discussed capacity analysis procedures were utilized to investigate the future volume-to-capacity relationships and service level characteristics at each study intersection.

7.1 Impact Criteria and Thresholds

7.1.1 *City of Laguna Hills*

For those study intersections within the jurisdiction of the City of Laguna Hills (i.e. all locations except intersections #1 SR-73 Southbound Ramps at La Paz Road), impacts to local and regional transportation systems are considered significant if:

- An unacceptable peak hour Level of Service (LOS) at any of the key intersections is projected. The City of Laguna Hills General Plan identifies LOS D (ICU = 0.81 - 0.90) to be the minimum acceptable LOS for all intersections; and
- The project increases traffic demand at the study intersection by 1% of capacity (ICU increase ≥ 0.010) causing or worsening LOS E or F (ICU > 0.90).

7.1.2 *City of Aliso Viejo*

For those study intersections within the jurisdiction of the City of Aliso Viejo (i.e. SR-73 Southbound Ramps at La Paz Road), impacts to local and regional transportation systems are considered significant if:

- An unacceptable peak hour Level of Service (LOS) at any of the key intersections is projected. The City of Aliso Viejo General Plan identifies LOS C (ICU = 0.71 - 0.80) to be the minimum acceptable LOS for all intersections.

7.2 Traffic Impact Analysis Scenarios

The following scenarios are those for which volume/capacity calculations have been performed at the six key intersections for Existing plus Project and Project Buildout (Year 2013) Traffic Conditions:

- A. Existing Traffic Conditions;
- B. Existing Plus Project Traffic Conditions;
- C. Scenario (B) with Improvements, if necessary;
- D. Near-Term (Year 2013) Cumulative Traffic Conditions,
- E. Near-Term (Year 2013) Cumulative plus Project Traffic Conditions;
- F. Scenario (E) with Improvements, if necessary;

80 PEAK HOUR INTERSECTION CAPACITY ANALYSIS

81 Existing Plus Project Analysis

Table 8-1 summarizes the peak hour Level of Service results at the six key study intersections for Existing plus Project traffic conditions. The first column (1) of ICU/LOS values in *Table 8-1* presents a summary of existing AM and PM peak hour traffic conditions (which were also presented in *Table 3-3*). The second column (2) lists Existing plus Project traffic conditions. The third column (3) shows the increase in ICU value due to the added peak hour Project trips and indicates whether the traffic associated with the Project will have a significant impact based on the LOS standards and significant impact criteria defined in this report.

81.1 Existing Plus Project Traffic Conditions

Review of Columns 2 and 3 of *Table 8-1* indicates that traffic associated with the proposed Project ***will not*** significantly impact any of the six key study intersections, when compared to the LOS standards and significant impact criteria specified in this report. The six key study intersections currently operate and are forecast to continue to operate at LOS A during the AM and PM peak hours with the addition of Project generated traffic to existing traffic. *Appendix B* presents the existing plus project ICU/LOS calculations for the key study intersections.

82 Year 2013 Traffic Conditions

Table 8-2 summarizes the peak hour Level of Service results at the six key study intersections for the Project Buildout(Year 2013) traffic conditions. The first column (1) of ICU/LOS values in *Table 8-2* presents a summary of existing AM and PM peak hour traffic conditions. The second column (2) lists projected cumulative traffic conditions (existing plus ambient plus related projects traffic) based on existing intersection geometry, but without any traffic generated from the proposed Project. The third column (3) presents forecast Year 2013 traffic conditions with the addition of Project traffic. The fourth column (4) shows the increase in ICU value due to the added peak hour Project trips and indicates whether the traffic associated with the Project will have a significant impact based on the LOS standards and significant impact criteria defined in this report.

82.1 Year 2013 Cumulative Traffic Conditions

An analysis of future (Year 2013) background traffic conditions indicates that the addition of ambient traffic growth and related projects traffic ***will not*** adversely impact any of the six key study intersections. The six key study intersections are forecast to continue to operate at LOS A during the AM and PM peak hours with the addition of ambient traffic growth and related projects traffic.

82.2 Year 2013 Cumulative Plus Project Conditions

Review of Columns 3 and 4 of *Table 8-2* indicates that traffic associated with the proposed Project ***will not*** significantly impact any of the six key study intersections, when compared to the LOS standards and significant impact criteria specified in this report. The six key study intersections are forecast to continue to operate at LOS A the addition of project generated traffic in the Year 2013. *Appendix B* presents the ICU/LOS calculations for the key study intersections.

TABLE 8-1
EXISTING PLUS PROJECT PEAK HOUR INTERSECTION CAPACITY ANALYSIS

Key Intersection	Time Period	(1) Existing Traffic Conditions		(2) Existing Plus Project Traffic Conditions		(3) Significant Impact ⁹	
		ICU	LOS	ICU	LOS	Increase	Yes/No
1. SR-73 SB Ramps/Aliso Viejo Plaza at La Paz Road	AM	0.272	A	0.274	A	0.002	No
	PM	0.444	A	0.448	A	0.004	No
2. SR-73 NB Ramps/Merienda at La Paz Road	AM	0.310	A	0.313	A	0.003	No
	PM	0.250	A	0.259	A	0.009	No
3. Moulton Parkway at La Paz Road	AM	0.429	A	0.435	A	0.006	No
	PM	0.385	A	0.392	A	0.007	No
4. Moulton Parkway at Oso Parkway	AM	0.507	A	0.510	A	0.003	No
	PM	0.521	A	0.522	A	0.001	No
5. Moulton Parkway at Alicia Parkway	AM	0.600	A	0.602	B	0.002	No
	PM	0.674	B	0.677	B	0.003	No
6. La Paz Road at Paseo De Valencia	AM	0.464	A	0.465	A	0.001	No
	PM	0.444	A	0.454	A	0.010	No

Note:

Bold ICU/LOS values indicate adverse service levels based on the Cities LOS standards.

⁹ Significant impact criteria is defined in Section 7.0.

TABLE 8-2
YEAR 2013 PEAK HOUR INTERSECTION CAPACITY ANALYSIS

Key Intersections	Time Period	(1) 2011 Existing Traffic Conditions		(2) Year 2013 Cumulative Traffic		(3) Year 2013 Cumulative Plus Project Traffic		(4) Significant Impact ¹⁰	
		ICU	LOS	ICU	LOS	ICU	LOS	Increase	Yes/No
1. SR-73 SB Ramps/Aliso Viejo Plaza at La Paz Road	AM	0.272	A	0.281	A	0.282	A	0.001	No
	PM	0.444	A	0.454	A	0.459	A	0.005	No
2. SR-73 NB Ramps/Merienda at La Paz Road	AM	0.310	A	0.323	A	0.326	A	0.003	No
	PM	0.250	A	0.254	A	0.263	A	0.009	No
3. Moulton Parkway at La Paz Road	AM	0.429	A	0.440	A	0.446	A	0.006	No
	PM	0.385	A	0.397	A	0.404	A	0.007	No
4. Moulton Parkway at Oso Parkway	AM	0.507	A	0.522	A	0.524	A	0.002	No
	PM	0.521	A	0.532	A	0.534	A	0.002	No
5. Moulton Parkway at Alicia Parkway	AM	0.600	A	0.614	B	0.615	B	0.001	No
	PM	0.674	B	0.689	B	0.691	B	0.002	No
6. La Paz Road at Paseo De Valencia	AM	0.464	A	0.473	A	0.475	A	0.002	No
	PM	0.444	A	0.454	A	0.464	A	0.010	No

Note:

Bold ICU/LOS values indicate adverse service levels based on City LOS standards.

¹⁰ Significant impact criteria is defined in Section 7.0.

90 SITE ACCESS AND INTERNAL CIRCULATION EVALUATION

91 Level of Service Analysis For Project Access

Access to the project site is provided via three existing unsignalized driveways. Moulton Parkway currently has two unsignalized driveways located north of La Paz Road. The northern driveway is a full access driveway while the southern driveway is a right-turn in/right-turn out only driveway. The driveway located along La Paz Road east of Moulton Parkway is currently a full access unsignalized driveway. No changes are proposed at all three of these driveways under future conditions.

Table 9-1 summarizes the intersection operations at the proposed project driveway under existing plus project and Year 2013 plus project traffic conditions. The operations analysis for the project driveway is based on the *Highway Capacity Manual 2000* (HCM 2000) methodology. Review of **Table 9-1** shows that all three project driveways are forecast to operate at acceptable LOS C or better during the AM and PM peak hours for existing plus project and Year 2013 plus project traffic conditions. The throat length at the Project driveway is sufficient for storing potential queuing vehicles. As such, motorists entering and exiting the Project site from this driveway will be able to do so comfortably, safely and without undue congestion. **Appendix C** presents the existing plus project and Year 2013 plus project level of service calculation worksheets for the project driveways.

92 Queuing Analysis

To validate the adequacy of the proposed stacking/storage lengths, a queuing evaluation was prepared for the three project driveways. The queuing evaluation was conducted based on projected Year 2013 plus project peak hour driveway traffic volumes and the Highway Capacity Manual (HCM) unsignalized methodology.

Project Driveway (North) at Moulton Parkway: Based on the HCM service level calculation, which calculates a critical (95th percentile) queue value in number of vehicles, the AM peak hour and PM peak hour queue length is not more than one (1) vehicle for the inbound and outbound movements at Project Driveway (North) and Moulton Parkway. Review of the proposed site plan indicates that southbound left-turn pocket and Project Driveway (North) provide adequate stacking sufficient enough to accommodate all of the inbound and outbound vehicles.

Project Driveway (South) at Moulton Parkway: The AM peak hour and PM peak hour queue length is not more than one (1) vehicle for the outbound movement at Project Driveway (South) and Moulton Parkway. Review of the proposed site plan indicates that Project Driveway (South) provide adequate stacking sufficient enough to accommodate all of the outbound vehicles.

Project Driveway at La Paz Road: The AM peak hour and PM peak hour queue length is not more than one (1) vehicle for the inbound movement. The AM peak hour and PM peak hour queue length is not more than two (2) vehicles for the outbound movements. Review of the proposed site plan indicates that the eastbound left-turn pocket and Project Driveway provide adequate stacking sufficient enough to accommodate all of the inbound and outbound vehicles.

9.3 Internal Circulation

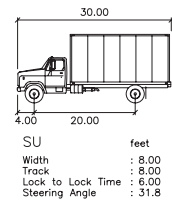
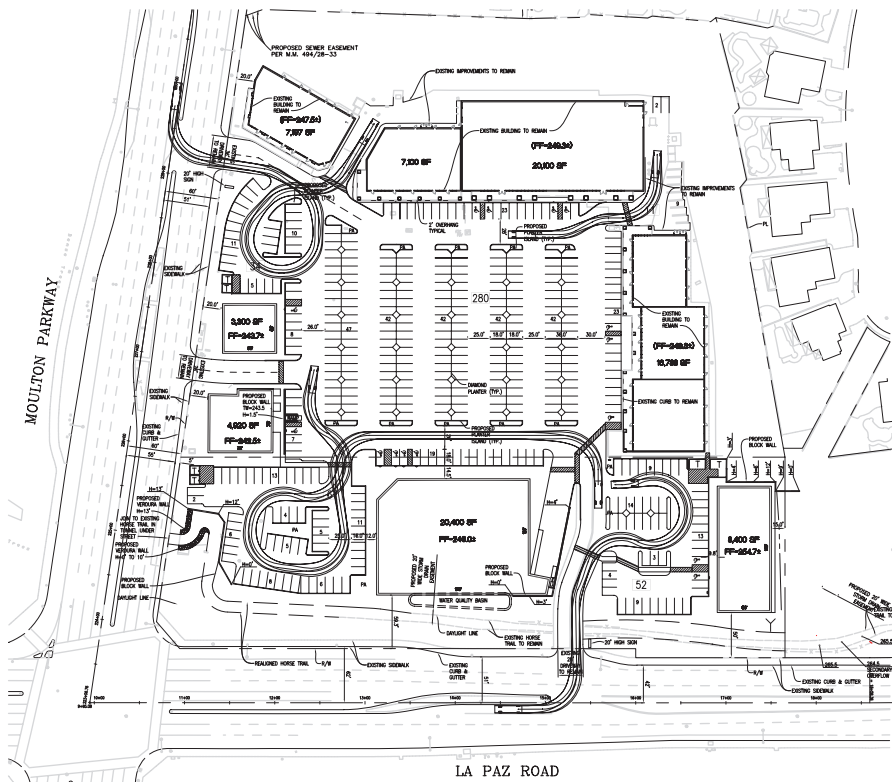
The on-site circulation was evaluated in terms of vehicle-pedestrian conflicts. Based on our review of the proposed site plan, the overall layout is adequate and the access to the proposed Project. Based on our review of the proposed site plan, all internal drive aisle widths and parking stall widths satisfy the City's minimum requirements as outlined in City of Laguna Hills Municipal Code (*Title 9: Zoning & Subdivisions, Chapter 9-44, Access and Parking, Section 9-44.060 Design standards of parking facilities*).

The internal circulation layout for the Project has been reviewed and is adequate to accommodate the service/delivery trucks, trash trucks and large 5-axles trucks that would service the existing and proposed uses, including the proposed grocery store. We have confirmed that small service/delivery trucks can access the Project site from both Moulton Parkway and La Paz Road and circulate throughout the site. Further, we have confirmed that full-sized (WB-50) service/delivery trucks can enter the site from La Paz Road to access the loading/delivery area of the proposed grocery store and circulate counterclockwise to exit the site at the northerly site driveway on Moulton Parkway. It should be noted that full-sized (WB-50) trucks accessing the site will likely infringe on the outbound travel lanes. Therefore, truck deliveries should be limited to non-peak business hours to minimize any possible conflicts.

Figure 9-1 illustrates the turning movements required of a small service/delivery truck (SU-30) as it circulates throughout the site, while **Figure 9-2** illustrates the required truck maneuvers of a WB-50 as it circulates through the site while entering the driveway along La Paz Road.

TABLE 9-1
PROJECT DRIVEWAY PEAK HOUR INTERSECTION CAPACITY ANALYSIS

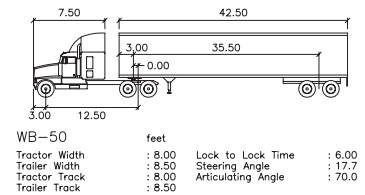
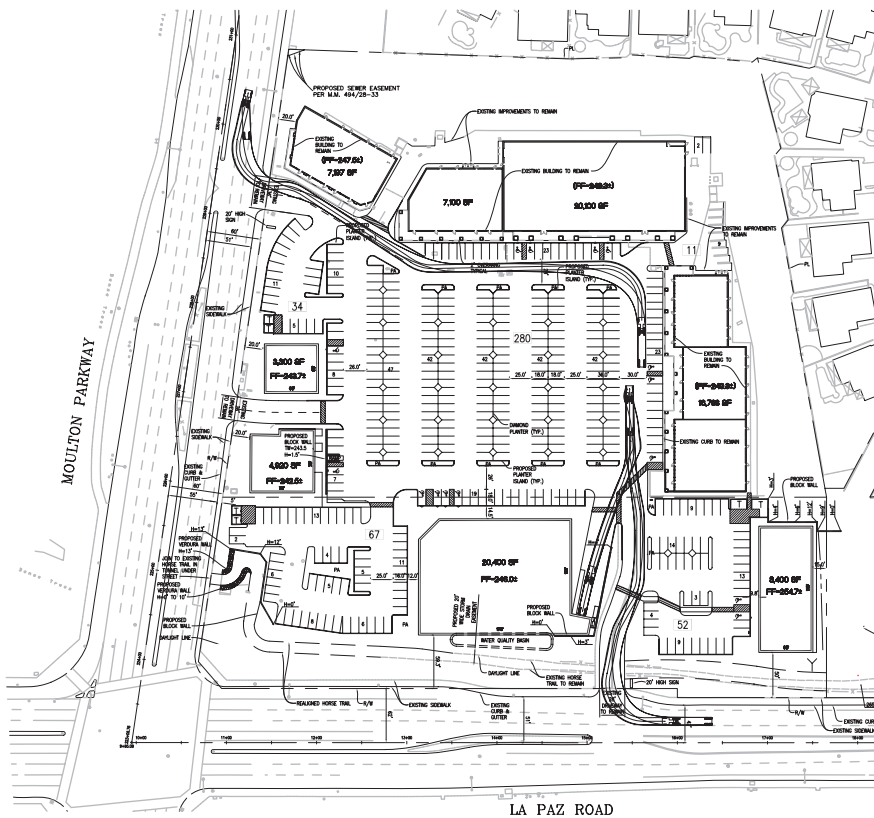
Project Driveway	Time Period	Intersection Control	(1) Year 2011 Existing Plus Project Traffic Conditions		(2) Year 2013 Cumulative Plus Project Traffic	
			Delay (s/v)	LOS	Delay (s/v)	LOS
▪ Project Dwy (North) at Moulton Pkwy	AM	One-Way	14.8	B	15.2	C
	PM	Stop	13.4	B	13.7	B
▪ Project Dwy (South) at Moulton Pkwy	AM	One-Way	11.4	B	11.6	B
	PM	Stop	10.1	B	10.2	B
▪ La Paz Rd at Project Dwy	AM	One-Way	13.5	B	13.7	B
	PM	Stop	18.3	C	18.9	C



SOURCE: FUSCOE ENGINEERING/NADEL ARCHITECTS

FIGURE 9-1

SU-30 TRUCK TURNING MOVEMENTS
MOULTON LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS



SOURCE: FUSCOE ENGINEERING/NADEL ARCHITECTS

FIGURE 9-2

WB-50 TRUCK TURNING MOVEMENTS
MOULTON LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS



100 AREA-WIDE TRAFFIC IMPROVEMENTS

For those intersections where future traffic volumes are expected to result in poor operating conditions, this report identifies planned/recommended roadway improvements that change the intersection geometry to increase capacity. These capacity improvements involve roadway re-striping to reconfigure (add lanes) to specific approaches of a key intersection. The identified improvements are expected to: mitigate the impact of area-wide deficiencies, and/or improve Levels of Service to an acceptable range.

101 Existing Plus Project Traffic Conditions

The results of the intersection capacity analysis presented previously in *Table 8-1* shows that the proposed Project will not significantly impact any of the six key study intersections under the “Existing Plus Project” traffic scenario. Given that acceptable service levels have been identified, no improvements are required under this traffic scenario.

102 Year 2013 Plus Project Traffic Conditions

The results of the intersection capacity analyses presented previously in *Table 8-2* shows that the proposed Project will not significantly impact any of the six key study intersections under the “Year 2013 Plus Project” traffic scenario. Given that acceptable service levels have been identified, no improvements are required under this traffic scenario.

11.0 PARKING SUPPLY-DEMAND ANALYSIS

This parking analysis for the proposed Project involves determining the expected parking needs, based on the size and type of existing and proposed development components.

For this Project, there are three appropriate methods that can be used to estimate the site's peak parking requirements. These methods include:

- Application of City code requirements (which typically treat each use in the project as a “stand alone” use at maximum demand);
- Application of shared parking usage patterns by time-of-day (which recognizes that the parking demand for each land use component varies by time of day, day of week, and/or month of year); and
- Application of parking survey information combined with the shared parking methodology, which combines actual parking demand data with proposed uses based on city code and time of day profiles.

The shared parking methodology is certainly applicable to a development such as Moulton La Paz Retail Center, as the individual land uses (i.e., office, bank, restaurant, and retail) experience peak demands at different times of the day and the parking survey/shared parking combination is the most accurate parking requirement forecast.

11.1 City Code Parking Analysis

As a benchmark, the number of parking spaces required to support the proposed Project was calculated using the parking Code requirements outlined in the City of Laguna Hills Municipal Code (*Title 9: Zoning & Subdivisions, Chapter 9-44, Access and Parking, Section 9-44.050 Required Parking*) and comparing it to the Project's proposed parking supply as indicated in the site plan.

11.1.1 Proposed Parking Supply

Based on information provided in the proposed project site plan, a total of 444 parking spaces would be provided on surface lots located throughout the site.

11.1.2 Proposed Project Parking Requirements

Per *Table 9-44.A – Number of Parking Stall Required* of the City's Municipal Code, the following parking ratios were used to calculate the parking requirements for the proposed Project:

- **Financial Services / Banks:** one (1) space per 250 SF-GFA
- **Medical / Dental Office:** one (1) space per 150 SF-GFA
- **Furniture / Home Furnishing Showrooms:** one (1) space per 500 SF-GFA
- **General Retail:** one (1) space per 200 SF - Gross Floor Area (GFA)
- **Restaurants, Dine-In:** one (1) space per 100 SF-GFA for 1st 4,000 SF-GFA, plus one (1) space per 50 SF-GFA above 4,000 SF-GFA
- **Restaurants, Take-Out:** one (1) space per 250 SF-GFA
- **Animal Boarding/grooming:** one (1) space per 400 SF-GFA

- **Beauty/Nail Salon :** three (3) spaces per beautician chair
- **Dry Cleaner:** one (1) space per 400 SF-GFA

Table 11-1 summarizes the projected parking requirements for the Project using the above-referenced parking codes. As shown, direct application of the City’s code to the proposed development results in a code-parking requirement of 642 spaces, which overstates the amount that would be needed to accommodate the existing and proposed mix of uses within the retail center. With a proposed parking supply of 444 spaces, a theoretical parking deficiency of 198 parking spaces is forecast.

These parking requirements reflect the total parking demand of the center assuming each use is a “freestanding” development at maximum demand and does not consider the “sharing” of parking spaces or time of day parking demand needs.

However, as previously mentioned, there is an opportunity to share parking spaces based on the utilization profile of each land use component and the differing hours of operations of the existing mix of tenants at the Project site. Consistent with *Section 9-44.070, Joint Use of Parking Facilities* of the Municipal Code, the following section calculates the parking requirements for the proposed project based on the shared parking methodology approach.

TABLE 11-1
CITY CODE PARKING REQUIREMENTS¹¹

Unit	Tenant	Business Type	Square-Footage	(SF)	City of Laguna Hills Parking Code	Spaces Required
Existing Development						
34A	Gold Max of CA	Retail	3,087	SF	1 space per 200 SF-GFA	15
34C	Vacant Retail Suite	Retail	1,040	SF	1 space per 200 SF-GFA	5
34D	Laguna Hills Dental Care	Medical Office	1,040	SF	1 space per 150 SF-GFA	7
34E	Vacant Retail Suite	Retail	2,030	SF	1 space per 200 SF-GFA	10
38A	Vacant Retail Suite	Retail	1,650	SF	1 space per 200 SF-GFA	8
38A-1	Bicisport Bicycles	Retail	1,500	SF	1 space per 200 SF-GFA	8
38C	W Salon (19 stations)	Beauty/Nail Salon	2,450	SF	3 spaces per beautician chair	57
38E	Aliso Hills Tae Kwon Do	Service Retail	1,400	SF	1 space per 200 SF-GFA	7
38F	Big 5 Sporting Goods	Retail	8,000	SF	1 space per 200 SF-GFA	40
38H	Chuck E. Cheese	Restaurant	12,200	SF	1 space per 100 SF-GFA for 1st 4,000 SF-GFA, plus 1 space per 50 SF-GFA above 4,000 SF-GFA	204
48A	House of Blinds	Home furnishing	960	SF	1 space per 500 SF-GFA	2
48B	Stone Expo	Home furnishing	960	SF	1 space per 500 SF-GFA	2
48C	Zen Nails Spa (4 stations)	Beauty/Nail Salon	960	SF	3 spaces per beautician chair	12
48D	Stress Busters	Retail	1,920	SF	1 space per 200 SF-GFA	10
48F	Madeline's French Pastry Shop	Restaurant-Take Out	1,120	SF	1 space per 250 SF-GFA	4
48G	Judi's Pet Grooming	Animal boarding/grooming	1,120	SF	1 space per 400 SF-GFA	3
48H	Parmida Persian Cuisine	Restaurant	1,580	SF	1 space per 100 SF-GFA	16
48J	Edible Arrangements	Restaurant-Take Out	1,688	SF	1 space per 250 SF-GFA	7
48K	Vacant Retail Suite	Retail	1,680	SF	1 space per 200 SF-GFA	8
48L	Polo Cleaners	Dry Cleaner	1,600	SF	1 space per 400 SF-GFA	4
48M	Baja Fresh	Restaurant	3,200	SF	1 space per 100 SF-GFA	32
62	O'Reilly Auto Parts	Retail	7,922	SF	1 space per 200 SF-GFA	40
Proposed Expansion Project						
--	Proposed Fresh Market	Retail/Grocery	20,400	SF	1 space per 200 SF-GFA	102
--	O'Reilly Auto Parts Conversion	Retail	-7,922	SF	1 space per 200 SF-GFA	-40
--	Proposed Bank Pad "B"	Financial Service	4,920	SF	1 space per 250 SF-GFA	20
--	Proposed Shops "C"	Retail	3,300	SF	1 space per 200 SF-GFA	17
--	Proposed Shops "D"	Retail	8,400	SF	1 space per 200 SF-GFA	42
Total Proposed Square-Footage:			88,205	SF	Total Parking Requirement	642
Total Parking Supply						444
Total Parking Surplus / Deficiency (+/-)						-198

¹¹ Source: City of Laguna Hills Municipal Code, Chapter 9-44.050 Required Parking.

11.2 Shared Parking Analysis

11.21 *Shared Parking Rationale and Basis*

Accumulated experience in parking demand characteristics indicates that a mixing of land uses results in an overall parking need that is less than the sum of the individual peak requirements for each land use. Due to the existing and proposed mixed-use characteristics of the Moulton La Paz Retail Center, opportunities to share parking can be expected. The objective of this shared parking analysis is to project the peak (existing) parking requirements for the project based on the combined demand patterns of different land uses at the site.

Shared parking calculations recognize that different uses often experience individual peak parking demands at different times of day, or days of the week, or even months of the year. When uses share a common parking footprint, the total number of spaces needed to support the collective whole is determined by adding parking profiles (by time of day, week, and year), rather than individual peak ratios as represented in the City of Laguna Hills Municipal Code.

There is an important common element between the traditional "code" and the Shared Parking calculation methodologies; the peak parking ratios, or "highpoint" for each land use's parking profile, typically equals the "code" parking ratio for that use. The analytical procedures for Shared Parking Analyses are well documented in the *Shared Parking, 2nd Edition* publication by the Urban Land Institute (ULI).

Shared parking calculations for the Moulton La Paz Retail Center utilize hourly parking accumulations developed from field studies of single developments in free-standing settings, where travel by private auto is maximized. These characteristics permit the means for calculating peak parking needs when land use types are combined. Further, the shared parking approach will result, at other than peak parking demand times, in an excess amount of spaces that will service the overall needs of the project.

Consistent with *Section 9-44.070, Joint Use of Parking Facilities* of the Municipal Code, the project applicant proposes the use of shared parking to demonstrate that sufficient parking will be provided at all times for all uses, using the guidelines published by the Urban Land Institute *Shared Parking, 2nd Edition* publication and the results of parking surveys conducted at the Project site .

11.22 *Parking Surveys*

To determine the existing parking demand of the existing uses at the Project site, parking surveys were conducted on a weekday (Friday) and one weekend day (Saturday) by Pacific Traffic Data Services, under the guidance of LLG. The parking surveys were performed at half-hour intervals between 7:00 AM and 9:00 PM on Friday, November 18, 2011, and Saturday, November 19, 2011.

The parking surveys consisted of counting the number of parked vehicles within the entire retail center site. This information reflects a more precise parking demand for the retail center, specifically, the parking demand associated with 52,707 SF of occupied floor area. The parking supply during the surveys totaled 315 parking spaces.

A summary of the results of the parking surveys that were performed on a recent Friday and Saturday is summarized in **Table 11-2**. This table presents the parking demand at the study site for each hour during the count dates. As shown in *Table 11-2*, the peak parking demand observed at the retail center on Friday, November 18, 2011, totaled *191 vehicles (60.6% utilization)* at 6:00 PM, while the peak parking demand on Saturday, November 19, 2011, was observed to total *215 vehicles (68.3% utilization)* at 2:00 PM. The surplus of spaces observed at both these peak hours would be more than sufficient to accommodate the shared parking requirements of the existing and proposed mix of tenants, as documented in the following survey-shared parking analysis. **Appendix D** contains the detailed parking survey count sheets.

11.23 Shared Parking Ratios and Profiles

The hourly parking demand profiles (expressed in percent of peak demand) utilized in this analysis and applied to the Moulton La Paz Retail Center, including the proposed grocery store, are based on profiles developed by the Urban Land Institute (ULI) and published in *Shared Parking, 2nd Edition*. The ULI publication presents hourly parking demand profiles for several general land uses: office, retail, restaurant, cinema, residential (Central Business District: CBD and non-CBD), hotel (consisting of separate factors for guest rooms, restaurant/lounge, conference room, and convention area). These factors present a profile of parking demand over time and have been used directly, by land use type, in the analysis of this project.

Since one of the primary uses for the proposed expansion Project is retail space, the ULI retail use profiles are applied directly. In doing so, there is an intermediate step in expressing ULI profiles as a percentage of the week-long peak, thus arriving at a weekday profile and weekend profile each expressed as a percentage of the baseline parking ratio (ULI actually starts with separate ratios for weekday and weekend day, and develops profiles for each accordingly; we've found it more convenient to translate both profiles to a percent of expected maximum demand, which, for retail, turns out to be on a Saturday). The resulting profiles represent the most likely hourly parking demand profile, and are applied to the City's retail parking ratio of 1 space per 200 SF-GFA. Peak demand for retail uses occurs between 1:00 PM–2:00 PM on weekdays, and 2:00 PM–4:00 PM on weekends.

The bank profiles were also directly derived from ULI. For bank uses peak demand occurs between 2:00 PM and 6:00 PM on weekdays, while the Saturday peak demand for bank uses occurs between 11:00 AM and 12:00 PM. The peak-parking ratio for bank uses exactly equals the City's Parking Code requirement of 1 space per 250 SF. For this analysis, the weekend profile was adjusted to indicate that banks, in general, are now open until 4:00 PM on Saturdays.

TABLE 11-2
PARKING SURVEY SUMMARY¹²

Time of Day	Friday, November 18, 2011		Saturday, November 19, 2011	
	Number of Parked Cars	Percent Utilization ¹³	Number of Parked Cars	Percent Utilization ¹³
7:00 AM	13	4.1%	15	4.8%
7:30 AM	33	10.5%	18	5.7%
8:00 AM	26	8.3%	29	9.2%
8:30 AM	30	9.5%	37	11.7%
9:00 AM	48	15.2%	56	17.8%
9:30 AM	54	17.1%	94	29.8%
10:00 AM	67	21.3%	129	41.0%
10:30 AM	59	18.7%	141	44.8%
11:00 AM	96	30.5%	144	45.7%
11:30 AM	93	29.5%	153	48.6%
12:00 PM	127	40.3%	163	51.7%
12:30 PM	121	38.4%	199	63.2%
1:00 PM	132	41.9%	213	67.6%
1:30 PM	129	41.0%	208	66.0%
2:00 PM	148	47.0%	215	68.3%
2:30 PM	153	48.6%	179	56.8%
3:00 PM	136	43.2%	144	45.7%
3:30 PM	145	46.0%	138	43.8%
4:00 PM	153	48.6%	140	44.4%
4:30 PM	160	50.8%	125	39.7%
5:00 PM	167	53.0%	133	42.2%
5:30 PM	174	55.2%	131	41.6%
6:00 PM	191	60.6%	113	35.9%
6:30 PM	185	58.7%	111	35.2%
7:00 PM	188	59.7%	106	33.7%
7:30 PM	187	59.4%	93	29.5%
8:00 PM	122	38.7%	80	25.4%
8:30 PM	79	25.1%	69	21.9%
9:00 PM	36	11.4%	53	16.8%

¹² On-site parking surveys conducted by Pacific Traffic Data Services represents "shared parking demand" of 52,707 SF of occupied floor area; 6,400 SF of retail floor area of 59,107 SF of floor area is currently vacant.

¹³ Parking utilization percentages calculated based on an existing on-site parking availability of 315 spaces.

11.24 Survey Data Shared Parking Demand Analysis

In order to determine the peak-parking requirement for the Moulton La Paz Retail Center upon completion of the proposed expansion and full occupancy of the center with the proposed uses, utilization of the survey data for the existing land uses that was collected in November 2011 is combined with the parking demand within the shared parking model for the proposed use(s).

Tables 11-3 and **11-4** present the forecast parking demand for the Project for a Friday and Saturday based on the survey-shared parking methodology. These tables present an approach which applies the City code parking requirement and site-specific time of day parking profiles to the proposed uses (i.e. retail and bank) for the weekday time frame while directly applying the parking survey results as a time of day parking profile for the occupied square-footage within the Project.

Column (1) of these tables presents a summary of the parking survey data collected at the site while the Columns (2) through (6) present the parking accumulation characteristics and parking demand of the existing retail use to be removed and the proposed uses for the hours of 7:00 AM to 9:00 PM. Column (7) presents the expected joint-use parking demand for the entire site on an hourly basis, while Column (8) summarizes the hourly parking surplus/deficiency for the Project compared to a proposed parking supply of 444 spaces.

Based on our experience, the shared parking approach summarized in *Tables 11-3* through *11-4* are believed to be the most appropriate in evaluating the parking supply-demand relationships for the Moulton La Paz Retail Center. The results in these tables are the focus of this parking investigation and recommendations.

Appendix D contains the shared parking analysis calculation worksheets for these weekday and weekend day parking scenarios.

TABLE 11-3
SURVEY BASED WEEKDAY (FRIDAY 11-18-2011) SHARED PARKING DEMAND ANALYSIS¹⁴

Land Use	Existing Occupied Retail Center ¹⁵	General Retail Reduction	Vacant Retail Shops	Proposed Fresh Market	Proposed Retail Shops "C" & "D"	Banking Institution	Shared Parking Demand	Comparison w/ Parking Supply 444 Spaces	
Size	52,707 KSF	-7,922 KSF	6,400 KSF	20,400 KSF	11,700 KSF	4,920 KSF			
Pkg Rate ¹⁶		5.00 /KSF	5.00 /KSF	5.00 /KSF	5.00 /KSF	4.00 /KSF			
Gross Spaces	Observed	-40 Spc.	32 Spc.	102 Spc.	59 Spc.	20 Spc.		Surplus / (Deficiency)	
Time of Day	Hourly Parking Demand ¹⁷	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces		No. of Spaces	Percent
7:00 AM	33	(3)	2	7	4	0	43	401	90.3%
8:00 AM	30	(7)	6	18	11	11	69	375	84.5%
9:00 AM	54	(15)	12	40	22	19	132	312	70.3%
10:00 AM	67	(25)	20	63	36	20	181	263	59.2%
11:00 AM	96	(32)	25	80	46	14	229	215	48.4%
12:00 PM	127	(35)	27	89	51	14	273	171	38.5%
1:00 PM	132	(36)	28	92	53	14	283	161	36.3%
2:00 PM	153	(35)	27	89	51	16	301	143	32.2%
3:00 PM	145	(33)	26	84	49	14	285	159	35.8%
4:00 PM	160	(33)	26	84	49	17	303	141	31.8%
5:00 PM	174	(35)	27	88	50	20	324	120	27.0%
6:00 PM	191	(35)	27	88	50	0	321	123	27.7%
7:00 PM	188	(35)	27	88	50	0	318	126	28.4%
8:00 PM	122	(29)	24	75	44	0	236	208	46.8%
9:00 PM	79	(19)	16	51	29	0	156	288	64.9%

¹⁴ Source: ULI - Urban Land Institute "Shared Parking," Second Edition, 2005.

¹⁵ Source: Vintage Real Estate, LLC - as of November 2011. Of the existing 59,107 SF of floor area, 52,707 is currently occupied and 6,400 SF retail-designated floor area within four suites (e.g. 34C, 34E, 38A, and 48K) is now vacant.

¹⁶ Parking rates for all land uses based on City of Laguna Hills Code parking requirements.

¹⁷ Parking surveys completed by Pacific Traffic Data Services (PTDS).

TABLE 11-4
SURVEY BASED WEEKEND (SATURDAY 11-19-2011) SHARED PARKING DEMAND ANALYSIS¹⁸

Land Use	Existing Occupied Retail Center ¹⁹	General Retail Reduction	Vacant Retail Shops	Proposed Fresh Market	Proposed Retail Shops "C" & "D"	Banking Institution	Shared Parking Demand	Comparison w/ Parking Supply 444 Spaces	
Size Pkg Rate ²⁰	52.707 KSF	-7.922 KSF 5.00 /KSF	6.400 KSF 5.00 /KSF	20.400 KSF 5.00 /KSF	11.700 KSF 5.00 /KSF	4.920 KSF 4.00 /KSF			
Gross Spaces	Observed	-40 Spc.	32 Spc.	102 Spc.	59 Spc.	20 Spc.			
Time of Day	Hourly Parking Demand ²¹	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces	Number of Spaces		Surplus / (Deficiency)	
								No. of Spaces	Percent
7:00 AM	18	(3)	2	7	4	0	28	416	93.7%
8:00 AM	37	(6)	5	16	10	11	73	371	83.6%
9:00 AM	94	(16)	13	40	23	19	173	271	61.0%
10:00 AM	141	(23)	18	58	34	20	248	196	44.1%
11:00 AM	153	(29)	23	72	42	14	275	169	38.1%
12:00 PM	199	(34)	27	86	50	14	342	102	23.0%
1:00 PM	213	(37)	29	94	54	14	367	77	17.3%
2:00 PM	215	(40)	32	102	59	16	384	60	13.5%
3:00 PM	144	(40)	32	102	59	14	311	133	30.0%
4:00 PM	140	(38)	31	98	57	17	305	139	31.3%
5:00 PM	133	(37)	29	93	53	20	291	153	34.5%
6:00 PM	113	(33)	26	83	48	0	237	207	46.6%
7:00 PM	106	(30)	25	78	45	0	224	220	49.5%
8:00 PM	80	(27)	22	68	40	0	183	261	58.8%
9:00 PM	53	(21)	17	54	32	0	135	309	69.6%

¹⁸ Source: ULI - Urban Land Institute "Shared Parking," Second Edition, 2005.

¹⁹ Source: Vintage Real Estate, LLC - as of November 2011. Of the existing 59,107 SF of floor area, 52,707 is currently occupied and 6,400 SF retail-designated floor area within four suites (e.g. 34C, 34E, 38A, and 48K) is now vacant.

²⁰ Parking rates for all land uses based on City of Laguna Hills Code parking requirements.

²¹ Parking surveys completed by Pacific Traffic Data Services (PTDS).

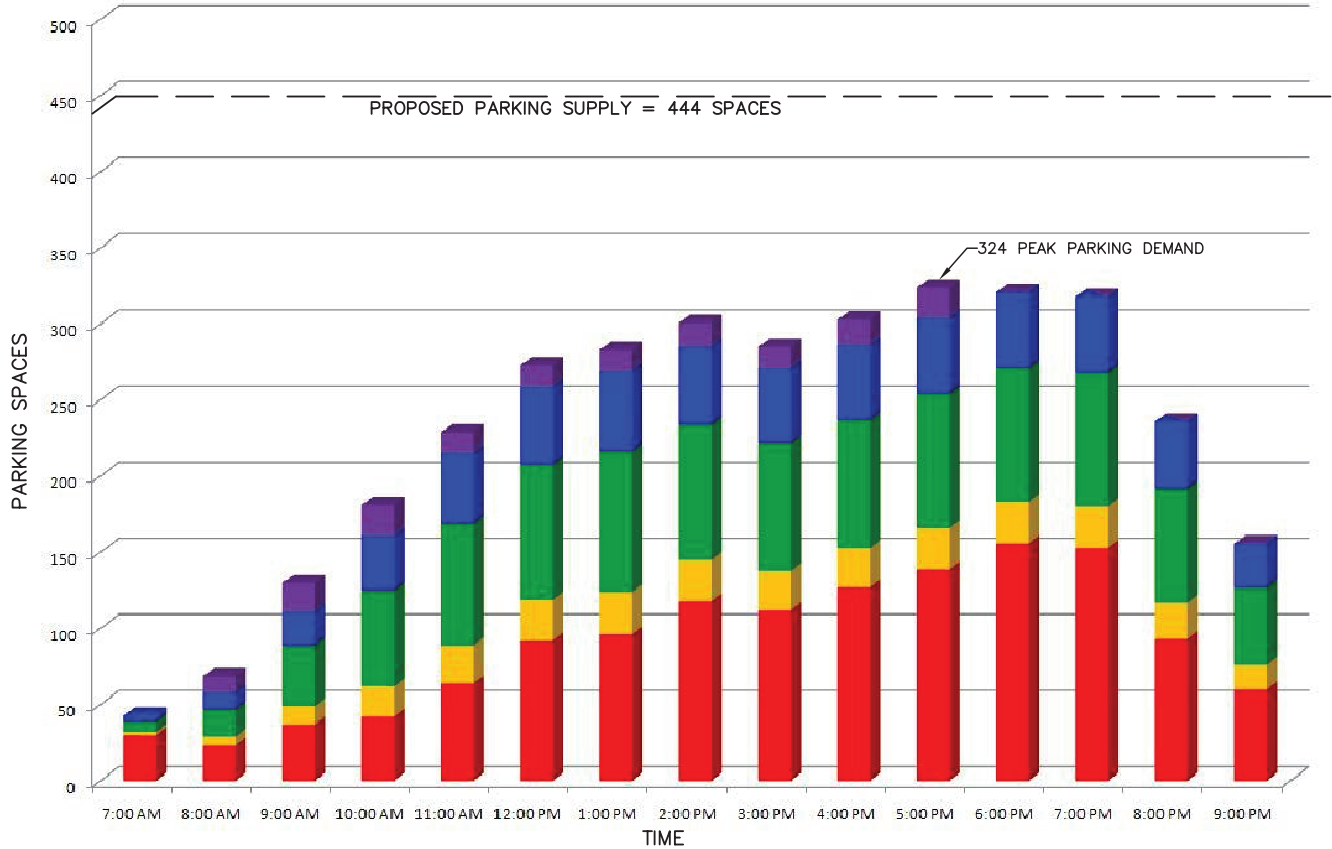
11.25 Survey Data Shared Parking Analysis Results

Review of *Table 11-3* shows that the peak-parking requirement for the Moulton La Paz Retail Center upon completion of the expansion project and full occupancy of vacant retail designated floor area during a weekday (Friday) is forecast to occur at 5:00 PM and total 324 spaces. As shown in *Table 11-4*, the peak parking requirements for the project on a weekend day (Saturday) occurs at 2:00 PM, when a parking demand of 384 spaces is forecast.

Based on a shared parking supply of 444 spaces, a surplus of 120 spaces and 60 spaces is forecast during the weekday and weekend peak hours, respectively (these surpluses translate to 27% and 13.5% of total supply being available/unoccupied). There would also be parking surpluses during all other hours of a weekday and weekend. Therefore, the future supply would be adequate in meeting the collective peak parking demand of all existing and proposed uses of the Project.

Figures 11-1 and *11-2* graphically illustrate the Shared Parking demand profile under weekday and weekend conditions, respectively. Each land use component and its corresponding hourly Shared Parking demand, which were summarized in *Tables 11-3* and *11-4*, are depicted in these two figures relative to a shared parking supply of 444 spaces.

As indicated previously, our study was conducted to primarily address Section 9-44.070 of the City Code, which pertains to “Joint Parking Use Permit” applications. Our findings above indicate that the proposed parking supply for the Project would be adequate in meeting the overall future parking demand of the Project, and that it would be reasonable and enforceable for all Project components to share the parking facilities.



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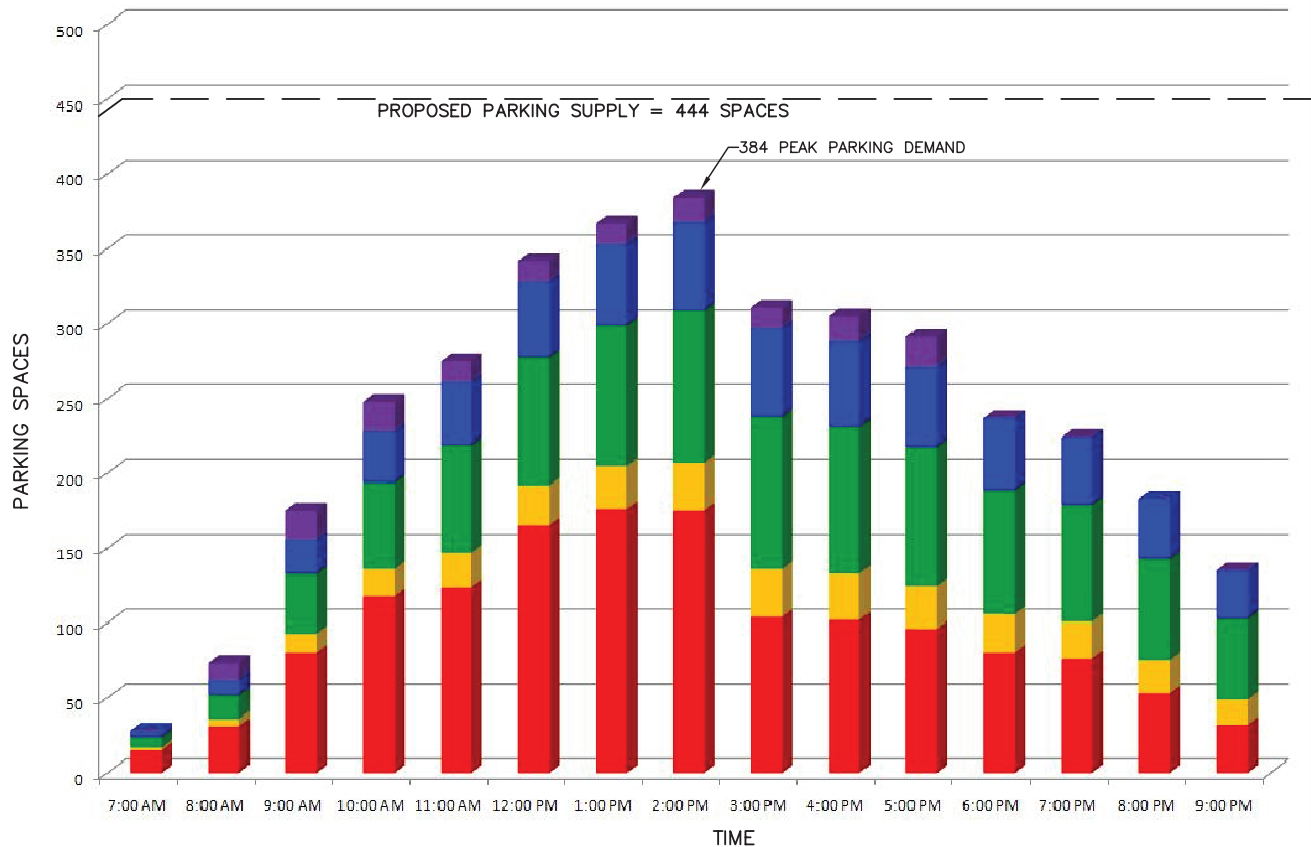


- KEY**
- = EXISTING "NET" DEMAND
 - = VACANT RETAIL DEMAND
 - = GROCERY DEMAND
 - = PROPOSED RETAIL SHOPS DEMAND
 - = BANK DEMAND

FIGURE 11-1

WEEKDAY SURVEY - SHARED PARKING DEMAND PROFILE

MOULTON LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS



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- KEY
- = EXISTING "NET" DEMAND
 - = VACANT RETAIL DEMAND
 - = GROCERY DEMAND
 - = PROPOSED RETAIL SHOPS DEMAND
 - = BANK DEMAND

FIGURE 11-2

WEEKEND SURVEY - SHARED PARKING DEMAND PROFILE

MOULTON LA PAZ RETAIL CENTER EXPANSION, LAGUNA HILLS

120 CONGESTION MANAGEMENT PROGRAM(CMP) COMPLIANCE ASSESSMENT

This analysis is consistent with the requirements and procedures outlined in the current *Orange County Congestion Management Program (CMP)*. The CMP requires that a traffic impact analysis be conducted for any project generating 2,400 or more daily trips, or 1,600 or more daily trips for projects that directly access the CMP Highway System (HS). Per the CMP guidelines, this number is based on the desire to analyze any impacts that will be 3.0% or more of the existing CMP highway system facilities' capacity.

However, as noted in this traffic study, the proposed Project is expected to generate 2,297 daily trips, and thus does not meet the criteria required for a CMP traffic analysis. Therefore, it is concluded that the proposed Project will not have any significant traffic impacts on the Congestion Management Program Highway System.

130 STATE OF CALIFORNIA (CALTRANS) METHODOLOGY

In conformance with the current Caltrans *Guide for the Preparation of Traffic Impact Studies*, existing and projected AM and PM peak hour operating conditions at the two (2) state-controlled study intersections within the study area have been evaluated using the *Highway Capacity Manual 2000* operations method of analysis. These state-controlled locations include the following intersections:

1. SR-73 SB Ramps/Aliso Viejo Plaza at La Paz Road
2. SR-73 NB Ramps/Merienda at La Paz Road

Caltrans “endeavors to maintain a target LOS at the transition between LOS “C” and LOS “D” on State highway facilities”; it does not require that LOS “D” (shall) be maintained. However, Caltrans acknowledges that this may not always be feasible and recommends that the lead agency consult with Caltrans to determine the appropriate target LOS. For this analysis, LOS D is the target level of service standard and will be utilized to assess the project impacts at the state-controlled study intersections.

131 Highway Capacity Manual (HCM) Method of Analysis (Signalized Intersections)

Based on the HCM operations method of analysis, level of service for signalized intersections is defined in terms of control delay, which is a measure of driver discomfort, frustration, fuel consumption, and lost travel time. The delay experienced by a motorist is made up of a number of factors that relate to control, geometries, traffic, and incidents. Total delay is the difference between the travel time actually experienced and the reference travel time that would result during ideal conditions: in the absence of traffic control, in the absence of geometric delay, in the absence of any incidents, and when there are no other vehicles on the road.

In Chapter 16 of the HCM, only the portion of total delay attributed to the control facility is quantified. This delay is called *control delay*. Control delay includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. In contrast, in previous versions of the HCM (1994 and earlier), delay included only stopped delay.

Specifically, LOS criteria for traffic signals are stated in terms of the average control delay per vehicle. The six qualitative categories of Level of Service that have been defined along with the corresponding HCM control delay value range for signalized intersections are shown in **Table 13-1**.

TABLE 13-1
LEVEL OF SERVICE CRITERIA FOR SIGNALIZED INTERSECTIONS (HCM METHODOLOGY)²²

Level of Service (LOS)	Control Delay Per Vehicle (seconds/vehicle)	Level of Service Description
A	≤ 10.0	This level of service occurs when progression is extremely favorable and most vehicles arrive during the green phase. Most vehicles do not stop at all. Short cycle lengths may also contribute to low delay.
B	> 10.0 and ≤ 20.0	This level generally occurs with good progression, short cycle lengths, or both. More vehicles stop than with LOS A, causing higher levels of average delay.
C	> 20.0 and ≤ 35.0	Average traffic delays. These higher delays may result from fair progression, longer cycle lengths, or both. Individual cycle failures may begin to appear at this level. The number of vehicles stopping is significant at this level, though many still pass through the intersection without stopping.
D	> 35.0 and ≤ 55.0	Long traffic delays At level D, the influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high v/c ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.
E	> 55.0 and ≤ 80.0	Very long traffic delays This level is considered by many agencies (i.e. SANBAG) to be the limit of acceptable delay. These high delay values generally indicate poor progression, long cycle lengths, and high v/c ratios. Individual cycle failures are frequent occurrences.
F	≥ 80.0	Severe congestion This level, considered to be unacceptable to most drivers, often occurs with over saturation, that is, when arrival flow rates exceed the capacity of the intersection. It may also occur at high v/c ratios below 1.0 with many individual cycle failures. Poor progression and long cycle lengths may also be major contributing factors to such delay levels.

²² Source: *Highway Capacity Manual 2000*, Chapter 16 (Signalized Intersections).

13.2 Existing Plus Project Traffic Conditions

Table 13-2 summarizes the existing plus project peak hour HCM level of service results at the two state-controlled study intersections within the study area. The first column (1) of HCM/LOS values in **Table 13-2** presents a summary of existing traffic conditions. The second column (2) presents existing plus project traffic conditions. The third column (3) indicates whether the traffic associated with the Project will have a significant impact based on the LOS standards defined in this report.

13.2.1 Existing Traffic Conditions

Review of column one (1) of **Table 13-2** indicates that all of the state-controlled study intersections currently operate at acceptable LOS C or better during the AM and PM peak hours.

13.2.2 Existing Plus Project Traffic Conditions

Review of Column two (2) of **Table 13-2** indicates that traffic associated with the proposed Project ***will not*** significantly impact any of the two state-controlled study intersections, when compared to the LOS standards specified in this report. The two state-controlled study intersections are forecast to continue to operate at LOS C or better with the addition of Project generated traffic to existing traffic.

13.3 Year 2013 Traffic Conditions

Table 13-3 summarizes the Year 2013 peak hour HCM level of service results at the two state-controlled study intersections within the study area. The first column (1) of HCM/LOS values in **Table 13-3** presents a summary of existing traffic conditions. The second column (2) presents Year 2013 cumulative traffic conditions based on existing intersection geometry, but without any project generated traffic. The third column (3) presents future forecast traffic conditions with the addition of Project traffic. Column four (4) indicates whether the traffic associated with the Project will have a significant impact based on the LOS standards defined in this report.

13.3.1 Year 2013 Cumulative Traffic Conditions

An analysis of Year 2013 cumulative traffic conditions indicates that the addition of ambient traffic growth and related projects traffic ***will not*** adversely impact any of the two state-controlled study intersections. The two state-controlled study intersections are forecast to operate at LOS C or better during the AM and PM peak hours with the addition of ambient traffic growth and related projects traffic.

13.3.2 Year 2013 Cumulative Plus Project Traffic Conditions

Review of Columns 3 and 4 of **Table 13-3** indicates that traffic associated with the proposed Project ***will not*** significantly impact any of the two state-controlled study intersections, when compared to the LOS standards specified in this report. The two state-controlled study intersections are forecast to continue to operate at LOS C or better with the addition of project generated traffic in the Year 2013.

Appendix E presents the HCM/LOS calculations for the key study intersections.

TABLE 13-2
EXISTING PLUS PROJECT PEAK HOUR INTERSECTION CAPACITY ANALYSIS - CALTRANS

Key Intersection	Time Period	(1) Existing Traffic Conditions		(2) Existing Plus Project Traffic Conditions		(3) Significant Impact
		HCM (s/v)	LOS	HCM (s/v)	LOS	Yes/No
1. SR-73 SB Ramps/Aliso Viejo Plaza at La Paz Rd	AM	28.2	C	28.1	C	No
	PM	31.9	C	31.9	C	No
2. SR-73 NB Ramps/Merienda at La Paz Road	AM	19.5	B	19.6	B	No
	PM	12.9	B	13.1	B	No

Note:

s/v = seconds per vehicle

TABLE 13-3
YEAR 2013 PEAK HOUR INTERSECTION CAPACITY ANALYSIS - CALTRANS

Key Intersection	Time Period	(1) 2011 Existing Traffic Conditions		(2) Year 2013 Cumulative Traffic		(3) Year 2013 Cumulative Plus Project Traffic		(4) Significant Impact
		HCM (s/v)	LOS	HCM (s/v)	LOS	HCM (s/v)	LOS	Yes/No
1. SR-73 SB Ramps/Aliso Viejo Plaza at La Paz Rd	AM	28.2	C	28.2	C	28.1	C	No
	PM	31.9	C	32.3	C	32.3	C	No
2. SR-73 NB Ramps/Merienda at La Paz Road	AM	19.5	B	19.4	B	19.5	B	No
	PM	12.9	B	13.0	B	13.2	B	No

Note:
s/v = seconds per vehicle

14.0 SUMMARY OF FINDINGS AND CONCLUSIONS

- **Project Description** – Moulton La Paz Retail Center is an existing commercial center that is generally located north of La Paz Road and east of Moulton Parkway in the City of Laguna Hills, California. The existing retail center is comprised of four buildings with a total floor area of 59,107 square-feet (SF). Approximately 6,400 SF of the retail-designated floor area is currently vacant and 52,707 SF is currently occupied. Parking at the site is now provided by a total of 315 parking spaces. The project site is currently zoned “CC” and is designated at “Community Commercial” in the City’s Land Use Map.

The proposed Project includes the construction of three new buildings with a total floor area of 32,100 SF to accommodate a 20,400 SF grocery store, and 11,700 SF of retail space within Shops C and Shops D. The proposed Project also includes modification and conversion of an existing 7,922 SF retail building, now occupied by O’Reilly Auto Parts, to a 4,920 SF bank, resulting in a net floor area reduction of 3,002 SF. Upon completion of the proposed expansion Project, the Moulton La Paz Retail Center will have a total floor area of 88,205 SF, which represents a net floor area increase of 29,098 SF over the existing floor area of 59,107 SF. A total of 444 parking spaces will be provided at the Moulton La Paz Retail Center upon completion of the expansion project.

- **Study Scope** – The following intersections were selected for detailed peak hour level of service analyses under Existing (Year 2011) Traffic Conditions, Existing (Year 2011) Plus Project Traffic Conditions, and Year 2013 Cumulative Traffic Conditions without and with Project Traffic:
 1. SR-73 SB Ramps / Aliso Viejo Plaza at La Paz Road (City of Aliso Viejo)
 2. SR-73 NB Ramps/ Merienda at La Paz Road (City of Laguna Hills)
 3. Moulton Parkway at La Paz Road (City of Laguna Hills)
 4. Moulton Parkway at Oso Parkway (City of Laguna Hills)
- **Existing Traffic Conditions** – All six key intersections currently operate at satisfactory levels of service during the AM and PM peak hours
- **Project Trip Generation** - The proposed Project, after taking credit for the existing land use and pass-by reductions the Project is expected to have a net trip generation of 2,297 daily trips, 89 AM peak hour trips (59 inbound, 30 outbound), 190 PM peak hour trips (91 inbound, 99 outbound).
- **Existing plus Project Traffic Conditions** – The six key study intersections currently operate and are forecast to continue to operate at an acceptable service level during the AM and PM peak hours with the addition of Project generated traffic to existing traffic.
- **Year 2013 Cumulative Traffic Conditions** – The six key study intersections are forecast to continue to operate at acceptable levels of service during the AM and PM peak hours with the addition of ambient traffic growth and related projects traffic.

- ***Year 2013 Cumulative Traffic Conditions Plus Project*** – The six key study intersections are forecast to continue to operate at an acceptable LOS with the addition of project generated traffic in the Year 2013.
- ***Site Access and Internal Circulation*** – All three project driveways are forecast to operate at acceptable LOS C or better during the AM and PM peak hours for existing plus project and Year 2013 plus project traffic conditions. As such, project access will be adequate. Motorists entering and exiting the Project site will be able to do so comfortably, safely, and without undue congestion. Further, internal circulation for the proposed Project site plan is adequate. Curb return radii have been confirmed and are adequate for small service/delivery (Fedex, UPS) trucks, trash trucks and large trucks.
- ***City Code Parking Requirements*** – Direct application of the City’s code to the proposed development results in a code-parking requirement of 642 spaces, which overstates the amount that would be needed to accommodate the existing and proposed mix of uses within the retail center. With a proposed parking supply of 444 spaces, a theoretical parking deficiency of 198 parking spaces is forecast.
- ***Shared Parking Analysis*** – The results of the shared parking analysis, which is based on the ULI Shared Parking methodology, validate that the proposed parking supply will provide adequate parking at the Moulton La Paz Retail Center during the peak hours of a “typical” weekday and weekend day. The peak-parking requirement for the Moulton La Paz Retail Center upon completion of the expansion project and full occupancy of vacant retail designated floor area during a weekday (Friday) is forecast to occur at 5:00 PM and total 324 spaces. The peak parking requirements for the project on a weekend day (Saturday) occurs at 2:00 PM, when a parking demand of 384 spaces is forecast.

Based on a shared parking supply of 444 spaces, a surplus of 120 spaces and 60 spaces is forecast during the weekday and weekend peak hours, respectively (these surpluses translate to 27% and 13.5% of total supply being available/unoccupied). There would also be parking surpluses during all other hours of a weekday and weekend. Therefore, the future supply would be adequate in meeting the collective peak parking demand of all existing and proposed uses of the Project.

- ***CMP Compliance Assessment*** – No significant transportation impacts are expected to occur on the Orange County Congestion Management Program roadway network due to the development and full occupancy of the proposed project.
- ***State of California (Caltrans) Analysis*** – The proposed Project will not significantly impact any of the two state-controlled study intersections, when compared to the LOS standards and significant impact criteria specified in this report.

CITY OF LAGUNA HILLS

SUBJECT: 2009 General Plan Update Noticing Information

General Plan Update Newsletter (No. 1) was sent out in a city-wide mailing on September 4, 2007. The first newsletter introduced the General Plan update process, its relevance to the future City and people's lives, outlines opportunities for participation, and advertised the first community workshop.

General Plan Update Newsletter (No. 2) was distributed mid-January 2008. The second newsletter provided information on guiding themes that came out of first community workshop and advertised second community workshop.

General Plan Update Newsletter (No. 3) was distributed on May 1, 2008. This newsletter was mailed specifically to those who had requested to be placed on the General Plan information contact list maintained by the City throughout the General Plan process, and to all residences directly bordering the "opportunity areas" including Moulton & La Paz. The third newsletter summarized community workshop 2, advertised community workshop 3, and identified the four "opportunity areas" proposed in the General Plan Land Use Element (Alicia Gateway, La Paz Gateway, **Moulton & La Paz**, and Via Lomas).

The Third Community Workshop was held on May 22, 2008 in the Laguna Hills Council Chambers. Approximately 60 community members, including 16 from the neighborhood to the north and east of the project participated in the workshop. During this workshop, the opportunity areas, including the Moulton & La Paz opportunity area, were presented to the community as well as land use alternatives for the opportunity areas. The opportunity area plans and alternatives were presented for the purpose of receiving public comment. In response to comments received from the community, the General Plan established that there would be no residential component permitted in the Moulton & La Paz opportunity area and the portion of open space to remain City-owned (Parcel 2) would be used for passive recreation only (i.e. no sports fields, courts, or play equipment).

Notices of the public hearing to adopt the 2009 General Plan Hearing were mailed on June 17-18, 2009, to all who had requested to be on the General Plan interest list (which was open to anyone) and all owners within a 300 foot radius of opportunity areas. The notice was also published in local papers and posted in three designated posting locations (City Hall, Community Center, and the Courtyard at La Paz) on June 26, 2009. The public hearing to adopt the 2009 Comprehensive General Plan Update and the associated zoning ordinance amendments was held July 14, 2009.

Additionally General Plan Update information and Community Workshops were all advertised in the Laguna Hills City Views. The Spring 2008 issue included information on the General Plan opportunity areas (including Moulton & La Paz) and advertised Community Workshop No. 3, in which the opportunity areas were specifically addressed.

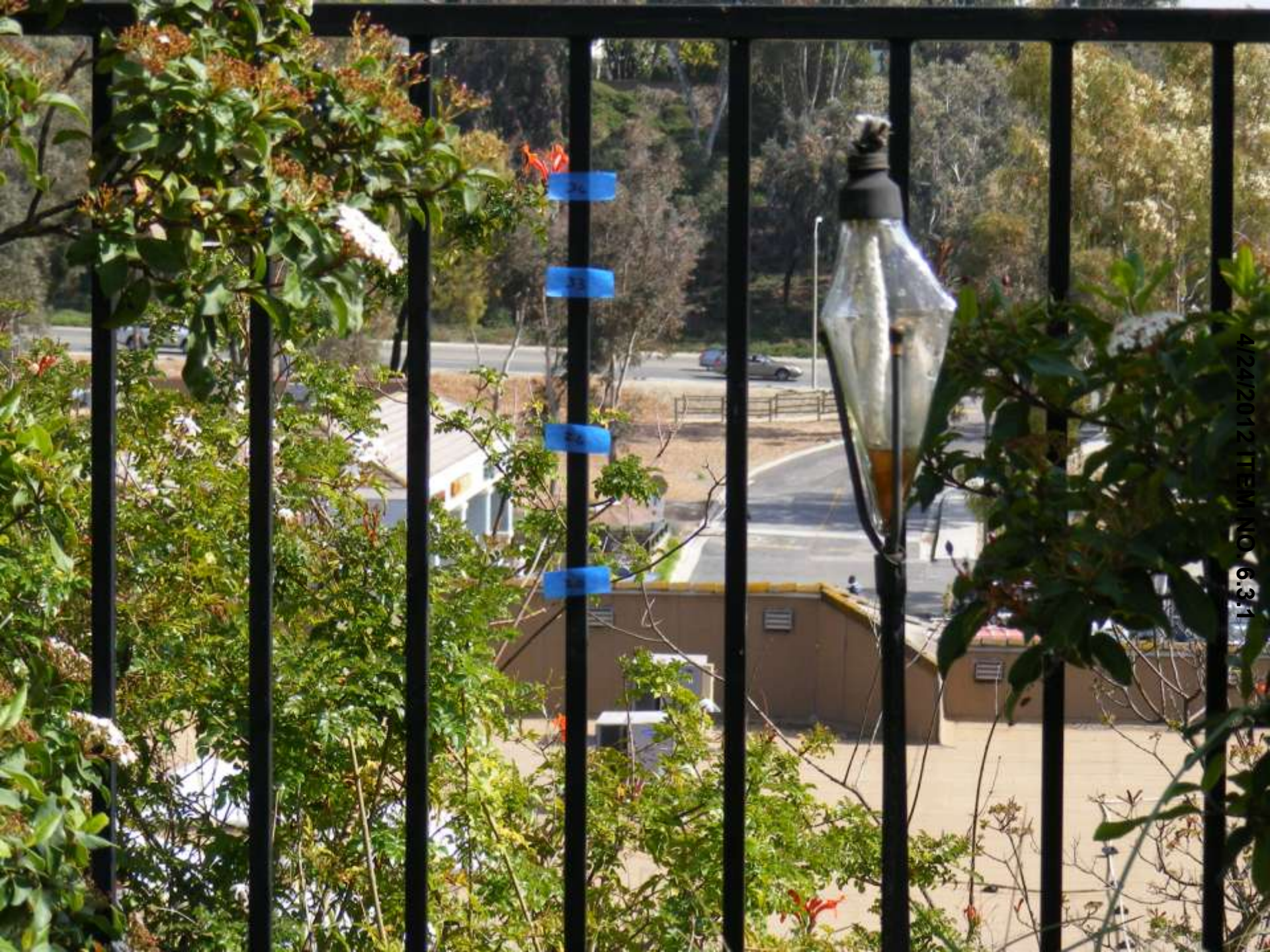
24532 Sundance





4/24/2012 ITEM NO. 6.3.1





4/24/2012 ITEM NO. 6.3.1

24572 Sundance



4/24/2012 ITEM NO. 6.3.1





4/24/2012 ITEM NO. 6.3.1





4/24/2012 ITEM NO. 6.3.1

24582 Sundance



4/24/2012 ITEM NO. 6.3.1





4/24/2012 ITEM NO. 6.3.1





4/24/2012 ITEM NO. 6.3.1



26471 Los Alamitos





4/24/2012 ITEM NO. 6.3.1

Community Meeting Comments
Tuesday, April 3, 2012

Questions	Comments
Is it more important to have a fake window or a view?	Sundance should not be dismissed especially based on the slide which didn't prove we shouldn't be concerned.
Can deliveries to the market & other stores be restricted to possibly before 11:00p.m.?	Shops D should go where Shop C is – Shop C should be hooked on to Baja Fresh with a tall roof on Shop C
Has the expanded shopping area been rezoned? How did the City obtain?	"Black Sky" lights in parking lot
Who will own the property? Did the City sell the property?	Remove cupola tower from project.
Do you already have a storm water runoff plan? Where is the water draining to?	Keep the height of Baja Fresh to a height of 22 ft (same height as proposed "dental care" building).
Has a market study been performed to verify the viability of sales potential?	Move Shop D above Shop C along Moulton Pkwy.
Has a traffic study been performed?	Remove parking lot between Market & Shop D
Will this offset property values of home next to the center?	Move Market loading dock to left side & have trucks enter from Moulton.
If the designer lived on Sundance or Los Alamitos would they build structures just to "update the look" and then lose property value? Are there not other designs that would update but not affect the view?	Remove all decorative towers to prevent views from being blocked.
How much landscaping will there be between buildings & La Paz Rd.?	Prevent pollutions: noise, lights, truck/car fumes, foot traffic, etc.
Will the light from any of the signs be blocked?	Upgrade without raising heights
How can we be sure that the landscaping is part of the overall development and not be later shelved to save money?	
Is this already a done deal?	
There are already significant long term vacancies, how will this expanded space be filled? - Vacant stores = Lower property values	
I am concerned about the back side – Can air conditioners be screened?	
What is going to happen to property values for purchased view lots?	
What will be done about added traffic to exit tracks?	
What will be done about increased noise levels?	
In your initial meetings about the improvements did the citizens think there would only be improvements to open space and did you tell them that later it would cause several losses in property values?	

**BAND OF LARGE SHRUBS
INTER-PLANT WITH EXISTING
SHRUBS PLANTED 6'-8'
BELOW TOP OF SLOPE**

PLANTING LEGEND

Botanical Name	Use/Area	Species	Qty	Notes
<i>Tristatus confertifolia</i>	Embankment	Primary Parking Lot	40	24"x24" Box
<i>Palmetto acerifolia</i>	Secondary Parking Lot	Secondary Parking Lot	15	18"x18" Box
<i>Platanus racemosa</i>	Landscaping Repair Zone	Landscaping Repair Zone	36	18"x18" Box

Shrubs and Ground Cover	Botanical Name	Use/Area	Species	Spacing	Size
Ligustrum J. 'Texanum'	Wax-Leaf Privet	36-inch Height Screen Hedge	Medium	30' O.C.	6-Gallon
Viburnum L. 'Spring Board'	Laurel	36-inch Height Screen Hedge	Medium	30' O.C.	5-Gallon
Agave attenuata	Agave	Transition with Existing Planting	Medium	18' O.C.	1-Gallon
Baccharis p. 'Twin Peaks'	Dwarf Coyote Bush	Landscaping Transition Zones	Low	30' O.C.	1-Gallon
Carissa m. 'Boxwood Beauty'	Dwarf Natal Plum	Building Entries and Frontage	Medium	24' O.C.	5-Gallon
Ceanothus g. horizontalis	Cornel Creeper	Landscaping Transition Zones	Low	48' O.C.	1-Gallon
Celastrus 'Santini'	Santal	Landscaping Transition Zones	Low	30' O.C.	5-Gallon
Daliesia 'Lily'	Fortnight Lily	Building Entries and Frontage	Medium	30' O.C.	5-Gallon
Edulis candicans	Pride of Madeira	Landscaping Transition Zones	Low	48' O.C.	5-Gallon
Phormium hybrid	New Zealand Flax	Building Entries and Frontage	Medium	Accent	5-Gallon
Rhipsalis p. 'Clara'	White and Red	Landscaping Repair Zone	Medium	30' O.C.	5-Gallon
Rosa integrifolia	Lemonade Berry	Landscaping Repair Zone	Very Low	Accent	6-Gallon
Rosa californica	California Native Rose	Landscaping Repair Zone	Low	Accent	5-Gallon
Trachycarpus fortunei	Star Jasmine	Building Entries and Frontage	Medium	18' O.C.	1-Gallon

LANDSCAPE ZONE LEGEND

- ORNAMENTAL LANDSCAPE ZONE
- LANDSCAPE REPAIR ZONE
- EXISTING LANDSCAPE - SAVE AND PROTECT IN PLACE
- EQUESTRIAN LANDSCAPE ZONE
- BIO REMEDIATION ZONE
- ON-SITE BUILDINGS
- OFF-SITE BUILDINGS

**BAND OF TREES
INTER-PLANT WITH
EXISTING
TREES PLANTED
IN LOWER HALF
OF SLOPE
FAST GROWING
SPECIES MIX**

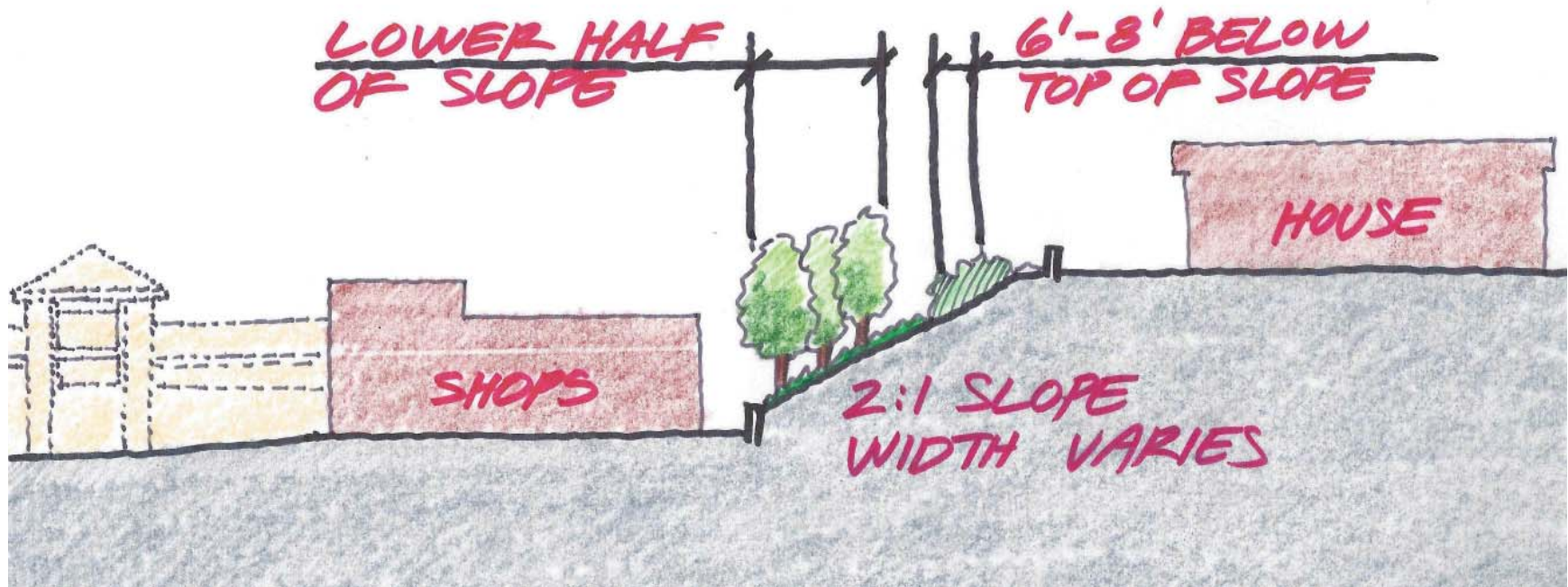


LANDSCAPE CONCEPT PLAN

MOULTON / LA PAZ SHOPPING CENTER

DATE: MARCH 5, 2012

**VIEW SCREEN CONCEPT
04.14.12**



VIEW SCREEN CONCEPT
SECTION
NO SCALE
04.14.12

LADA



1

Pad 'A' Building and Canary Island Pine



2

Slope Behind Pad 'A' Building



3

Service Area and Slope Behind Shops 'A'



4

Slope Behind Chuck E Cheese's

View Screen Concept | Existing Slope Conditions

LADA | 04.14.12



5

Parking and Service at Northeast Corner of Site



6

Drainage Gutter at Northeast Corner of Site



7

Parking, Drainage Gutter, Slope and Shops 'B'



8

Service Area and Slope Behind Shops 'A'

View Screen Concept | Existing Slope Conditions

LADA | 04.14.12



9

Service Area, Slope and Equestrian Trail Zone



10

Work of Art Behind Shops 'B'



11

View Screen Goal

View Screen Concept | Existing Slope Conditions

LADA | 04.14.12



PROJECT VIEW FROM THE RESIDENTIAL (24532 SUNDANCE) EXISTING VIEW

MOULTON - LA PAZ SHOPPING CENTER
LAGUNA HILLS, CALIFORNIA

DATE: APRIL 18, 2012
NADEL JOB#: 11450

NADEL STUDIO ONE, INC.
1990 S. BUNDY DR., FOURTH FLOOR
LOS ANGELES, CA. 90025
T.310.826.2100 F.310.826.0182
WWW.NADELARC.COM





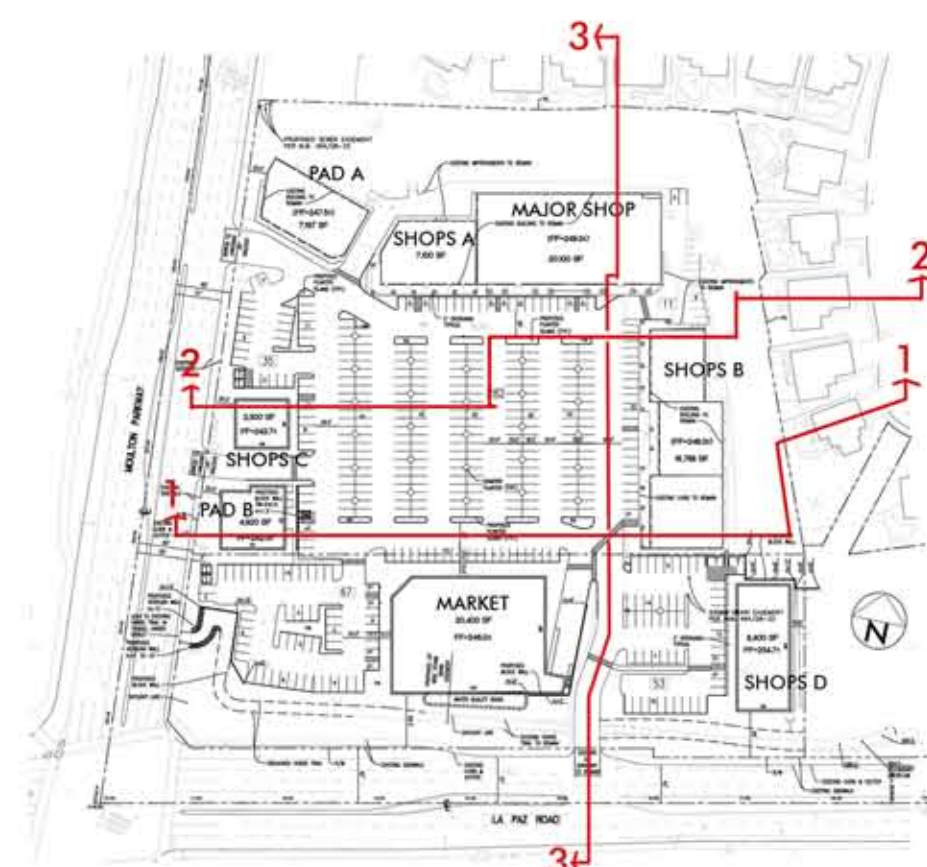
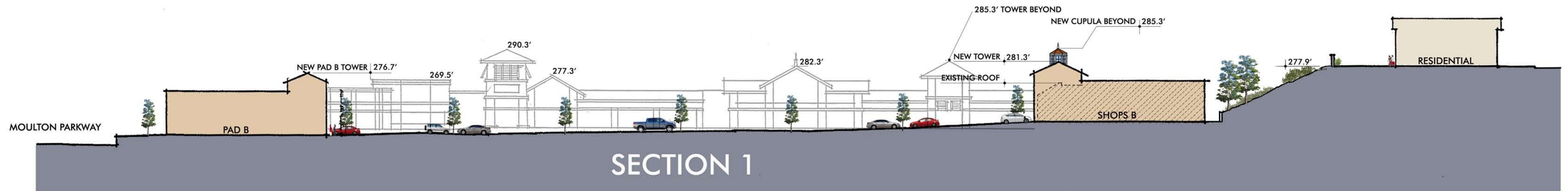
PROJECT VIEW FROM THE RESIDENTIAL (24532 SUNDANCE) NEW TOWER AND LANDSCAPING

MOULTON - LA PAZ SHOPPING CENTER
LAGUNA HILLS, CALIFORNIA

DATE: APRIL 18, 2012
NADEL JOB#: 11450

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1990 S. BUNDY DR., FOURTH FLOOR
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KEY PLAN



SITE SECTIONS

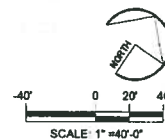
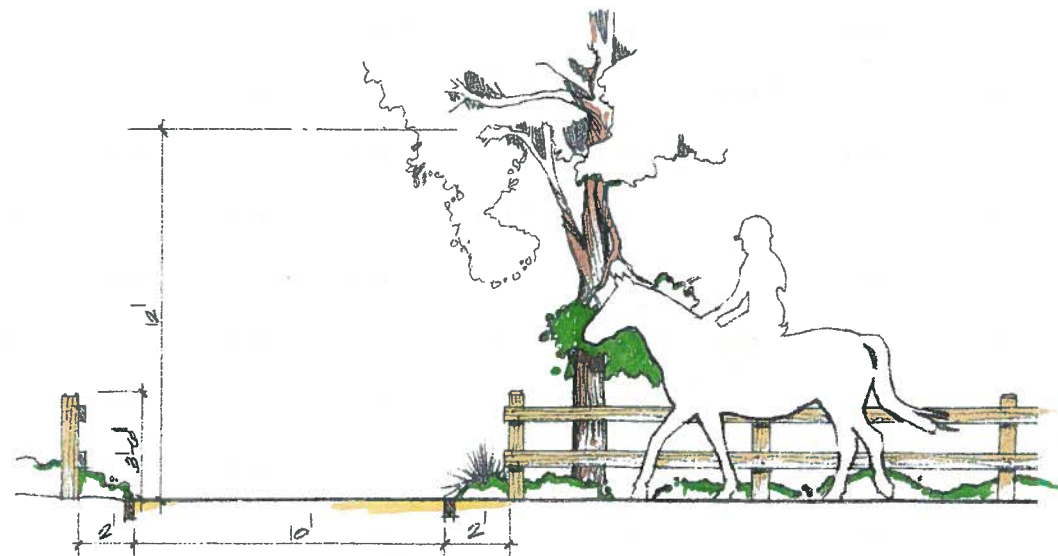
MOULTON - LA PAZ SHOPPING CENTER LAGUNA HILLS, CALIFORNIA

19

DATE: MARCH 5, 2012
NADEL JOB#: 11450

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LA PAZ OPEN SPACE
CITY OF LAGUNA HILLS

MARCH 2012

PRELIMINARY CONCEPT

The Attachments referenced in
the Agenda Report:

(12) Grading Plan

(13) Development Plans

are available for review in the
City Clerk's Department.

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES

ISSUE: PROJECT SELECTION FOR STATE-LOCAL PARTNERSHIP PROGRAM FUNDING THROUGH THE ORANGE COUNTY TRANSPORTATION AUTHORITY

SUMMARY:

The Orange County Transportation Authority (OCTA) Board of Directors has approved a new one-time only funding program for use by all cities in the County for roadway improvements. The funding source is through Proposition 1B funds and is known as the State-Local Partnership Program (SLPP). Funding will be made available to cities on a per agency basis in accordance with a formula which would allocate approximately \$300,000 to the City of Laguna Hills. The funding must be matched equally with Measure M2 Fair Share Turnback Funds bringing a total project value to \$600,000. Staff has prepared a listing of projects which fit the funding requirements and requests City Council approval to submit an application to OCTA with the selected projects. At a future date, prior to June 30, 2012, the City Council will be asked to adopt a Resolution in support of the projects which have been determined to be fundable under the SLPP requirements.

BACKGROUND:

Proposition 1B was approved by California voters in 2006 and provided a variety of funding sources for a variety of agencies for infrastructure improvements throughout the State. The City of Laguna Hills was allocated specific funding under Proposition 1B which has already been utilized for several roadway improvement projects. Recently, the OCTA Board of Directors approved the distribution of an allocation of Proposition 1B funds under their control to the cities in the County for use for improvements to local streets and roads. The Proposition 1B Funding Program under which OCTA has made these funds available, on a one-time only use basis, is known as the State-Local Partnership Program. Projects utilizing this funding program must meet certain criteria as established by the State and as administered by Caltrans. SLPP funding can only be utilized for construction expenditures.

The SLPP funding is being made available on a formula grant basis established by OCTA for each agency. A one-to-one match ratio is required for the use of these funds and the matching funds are required to be Measure M2 Fair Share Turnback Funds. Project applications are due to OCTA by May 14, 2012, with a Resolution in support of the selected projects due to OCTA by June 30, 2012. Any projects funded under this program must be submitted to Caltrans for review and approval prior to December 31, 2012. Projects must be under construction by June 30, 2013.

The anticipated funding allocation for the City of Laguna Hills under the SLPP being made available by OCTA is \$300,000. With a requirement for a one-to-one match of these funds, a total project expenditure of \$600,000 is anticipated. Given the timelines established for the use of these funds, staff has reviewed the Capital Improvement Program Budget and provides the following project selections for City Council consideration.

1. Ridge Route Drive Pavement Rehabilitation, from Avenida de la Carlota to Moulton Parkway, CIP No. 172A. This segment of Ridge Route Drive Pavement Rehabilitation is currently allocated \$25,000 in the 2012-2013 Fiscal Year Capital Improvement Program Budget for completion of the design (the design is approximately 80% complete at this time) and \$490,000 in the 2013-2014 Fiscal Year Capital Improvement Program Budget for construction. Since this project is substantially designed and included in the Capital Improvement Program Budget, this project is recommended as the first priority for the SLPP funding.
2. El Toro Road Pavement Rehabilitation, West City Limits to East City Limits, CIP No. 179. This project for pavement rehabilitation of El Toro Road is allocated funding in the 2015-2016 Fiscal Year Capital Improvement Program Budget in the amount of \$550,000. The project has not been designed but it is feasible to have the design completed prior to December 2012.
3. Access Ramp Construction, CIP No. 170. This project allocates funding in the future category of the Capital Improvement Program Budget for the construction of access ramps complying with the American's with Disabilities Act at various locations throughout the City. This project is listed as a suitable project as the design can be made ready for submission to Caltrans well in advance of the December 31, 2012, deadline. This project is staff's recommended priority number three for submission for SLPP funding. Given the number of access ramps to be constructed throughout the City, it is noted that only a portion of the need can be accommodated with the anticipated funding.

Staff has not recommended the inclusion of the La Paz Road sidewalk construction on the north side of La Paz Road, between Paseo de Valencia and Grissom Road, CIP No. 171, that is included in the 2015-2016 Fiscal Year Capital Improvement Program Budget, as the contemplated project requires substantial acquisition of right-of-way which can be time consuming and which is not an eligible expenditure for SLPP funding. In addition, even if the right-of-way acquisition could be voluntarily acquired at no cost, the timing of that work effort and the necessary design cannot be completed by December 31, 2012. In addition, while the recently discussed construction of a widened sidewalk on the south side of La Paz Road in the vicinity of Valencia Elementary School could be included in the project list, it has not been included because it is not a currently identified or prioritized Capital Improvement Program Project.

OCTA is encouraging cities to submit more than one project for the SLPP funding as it is possible that some agencies will not pursue their allocated funding resulting in a higher allocation to the remaining cities. Staff, therefore, recommends that the City Council authorize staff to submit an application to OCTA for the SLPP funding with projects in the priority order listed as: (1) Ridge Route Drive Pavement Rehabilitation; (2) El Toro Road Pavement Rehabilitation; and (3) Access Ramp Improvements throughout the City.

FISCAL IMPACT:

The SLPP funding being offered by OCTA is a new one-time only funding source for street improvements on local streets. The use of this funding source requires an equal amount of matching funds utilizing the Measure M2 Fair Share Turnback Funds. The Measure M2 Fair Share Turnback Funds currently budgeted for other uses would need to be replaced with general funds. However, the current Capital Improvement Program Budget did allocate general funds for the Ridge Route Drive Project and also for the El Toro Road Project, hence, some of the general fund budget would become available for necessary reallocation. Following a confirmation of project funding through OCTA, staff will recommend the necessary adjustments to the Budget.

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE STAFF TO SUBMIT AN APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR STATE-LOCAL PARTNERSHIP PROGRAM FUNDING IN ACCORDANCE WITH THE PRIORITY OF PROJECT LISTING DESCRIBED HEREIN.

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES

**ISSUE: AUTHORIZATION TO ADVERTISE FOR BIDS FOR TURF
RENOVATION AT THE COMMUNITY CENTER AND SPORTS
COMPLEX, CIP NO. 238**

SUMMARY:

Every two years, the turf of the soccer fields at the Community Center and Sports Complex is replaced after the Fourth of July event to make ready the fields for the fall soccer season. The plans and specifications for this work have been prepared and the project is now ready to advertise for bids. In order to keep the same sand base and turf that was originally specified with the project, which has been successfully used on the fields and to reduce the project costs, it is recommended the City directly purchase and supply the sand and turf materials for the project. Approval of the plans and specifications, approval to directly purchase the sand and turf materials, and authorization to advertise the project for bids is recommended.

BACKGROUND:

The turf on the soccer fields at the Community Center and Sports Complex is routinely replaced every two years in order to provide a good playing surface for the fall season of the American Youth Soccer Organization (AYSO) and other users. The summer of 2012 is scheduled for turf replacement and in order to have the contractor ready to begin the work as of July 5, 2012, upon completion of the City's Fourth of July event, the project needs to now be advertised for bids. The anticipated schedule for the turf replacement has the work completed by July 30, 2012, providing approximately 40 days of turf establishment before the beginning of soccer season. In addition to the work on the soccer fields, the Little League Baseball Field infield will be realigned with added turf and infield soil mix. The plans and specifications for the turf replacement have been prepared by staff and are on file in the office of the City Clerk.

All of the sports fields at the Community Center and Sports Complex were constructed in 1999 utilizing a specific design cross section of select sand gradations and material and turf that was grown in a sand bed. At the time of construction, and every two years since that time, the sand bed material was, and has been, provided by P.W. Gillibrand Co. Inc., and the turf was, and has been, provided by West Coast Turf, Inc. In order to meet the project specifications, maintain the integrity of the sports fields, and retain consistent maintenance schedules, fertilization schedules and quality of the finished product, the sole source purchase of the sand and turf materials is recommended from the above-mentioned suppliers.

FISCAL IMPACT:

The Turf Renovation at the Community Center and Sports Complex is included in the 2012-2013 Fiscal Year Capital Improvement Program Budget in the amount of \$175,000. Of this amount, approximately \$31,000 will be utilized for direct purchase of sand from P.W. Gillibrand Co., Inc., and approximately \$55,000 will be utilized for direct purchase of turf from West Coast Turf, Inc. The direct purchase of materials is expected to reduce the City's material costs by an estimated 15%, the typical contractor mark-up.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PLANS AND SPECIFICATIONS, AUTHORIZE THE SOLE-SOURCE PURCHASE OF SAND AND TURF MATERIALS, AND AUTHORIZE THE ADVERTISEMENT FOR BIDS FOR THE TURF RENOVATION AT THE COMMUNITY CENTER AND SPORTS COMPLEX, CIP NO. 238.

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES

ISSUE: LA PAZ ROAD SIDEWALK ADJACENT TO VALENCIA ELEMENTARY SCHOOL

SUMMARY:

The City Council has directed staff to present a report detailing the costs associated with widening the sidewalk along La Paz Road from Paseo de Valencia to Champlain Road, adjacent to Valencia Elementary School. The sidewalk is at a minimum width and provides access for school-age pedestrians. Staff has performed a field review of the location and is proposing three options to widen the sidewalk. City Council review of the options and deferral of the project to the next Capital Improvement Program Budget cycle is recommended.

BACKGROUND:

La Paz Road is an arterial highway traversing east-west in the central portion of the City. Average daily traffic volumes for 2011 were measured at 17,500 vehicles per day on La Paz Road from Paseo de Valencia to Cabot Road. A significant traffic load occurs during Valencia Elementary School drop-off and pick-up hours. Please see the attached Vicinity Map in Exhibit A.

At the March 27, 2012, meeting, the City Council expressed interest in the sidewalk width along the south side of La Paz Road from Paseo de Valencia to Champlain Road, adjacent to Valencia Elementary School. The sidewalk is four feet wide but during school drop-off and pick-up hours, when cars are parked along the aforementioned street section, a clear passage width of sidewalk is reduced by the opening of car doors. Please see site photographs in Exhibit B.

The minimum Americans with Disabilities Act (ADA) clear sidewalk width requirement is three feet and the minimum State requirement (2010 California Building Code) for sidewalks is four feet. The "Safe Routes to School Guide" recommends a minimum sidewalk width of six to eight feet, particularly when adjacent to school grounds with high pedestrian activity.

Staff has evaluated the sidewalk for potential widening in the area of the school. A project of this type cannot be expected to be constructed in the short term, considering the need to design the project and fund the project. Staff suggests that a short-term improvement to the current conditions would be to eliminate the on-street parking on the subject section of La Paz Road. Based upon an approach which would widen the existing sidewalk to up to eight feet, staff is providing three options for City Council review. Exhibit C contains a

cross section of the existing roadway condition, cross sections for the three options for the sidewalk widening and concept level layouts shown on an aerial excerpt of the project area. The sidewalk widening options are described below:

Option 1

This option will widen the sidewalk an additional four feet behind the existing walk to create an eight-foot wide sidewalk. A five or more foot tall retaining wall will also have to be constructed. An easement will be required from the Saddleback Valley Unified School District (SVUSD) to allow this work to proceed. Right-of-way acquisition from a single family property at the southwest corner of La Paz Road at Champlain Road will be required if the widened sidewalk is to extend to Champlain Road.

Option 2

This option will move the existing curb and sidewalk an additional four feet into the existing street lanes to create an eight feet wide sidewalk without the construction of a retaining wall. This construction approach will cause a reduced roadway and pavement width requiring the elimination of the bike lane and on-street parking. No easement will be required.

Option 3

This option will also move the existing curb and sidewalk an additional four feet into the existing street lanes to create an eight feet wide sidewalk. This construction approach will cause a reduced roadway; however, in order to retain the existing pavement width, the median island would be modified. The four feet wide median island "nose" would be eliminated and replaced with a double yellow stripe and the body of the landscaped area of the median island would be reduced in width by four feet. The pavement width will not be adversely affected allowing the bike lane and on-street parking to remain. No easement will be required.

Staff received correspondence from Mr. Jeff Starr, Director of Business Services at SVUSD, indicating he is in support of widening the sidewalk at the aforementioned location as is Mr. Jeremy Stonebarger, Principal of Valencia Elementary School. School staff will support a City request for the granting of an easement to the City for the sidewalk project as needed.

FISCAL IMPACT:

Cost estimates for all three options are included in Exhibit D. Depending upon the option selected, the sidewalk widening project is estimated to cost between \$150,000 and \$260,000. This project is not included within the Capital Improvement Program Budget. SVUSD has informed staff that Measure B funds for school improvements have been exhausted and no school funding is available for the sidewalk project.

RECOMMENDATION: THAT THE CITY COUNCIL REVIEW THE OPTIONS TO WIDEN THE SIDEWALK ALONG LA PAZ ROAD ADJACENT TO VALENCIA ELEMENTARY SCHOOL AND DIRECT STAFF TO INCLUDE THE PROJECT IN THE NEXT CAPITAL IMPROVEMENT PROGRAM BUDGET CYCLE DISCUSSIONS.

ATTACHMENTS:

- Exhibit A – Vicinity Map
- Exhibit B – Photos
- Exhibit C – Sections and concepts on aerials
- Exhibit D – Cost Estimates

EXHIBIT A



City of Laguna Hills

VICINITY MAP



Date Created: 4/11/2012

EXHIBIT B



EXHIBIT D

Preliminary Cost Estimate for La Paz Sidewalk adjacent to Valencia Elementary School

OPTION 1

#	Item	Quantity	Unit Price	Extension	
1	Clear and Grub/Mobilization	LS	10%	\$16,600.20	
2	Excavation	217 CY	\$20/CY	\$4,340.00	
3	Retaining Wall	731 LF	\$150/LF	\$109,650.00	
4	Ex sidewalk	2924 sf	\$3/SF	\$8,772.00	
5	8' sidewalk	5848 sf	\$5/sf	\$29,240.00	
6	Tree Wells w/irrig and grates	14 Each	\$1000 ea	\$14,000.00	\$166,002.00
	Subtotal			\$182,602.20	
	20% Contingency			\$36,520.44	
	Total construction			\$219,122.64	
	Design and CM 20%			\$43,824.53	
	TOTAL			\$262,947.17	

OPTION 2

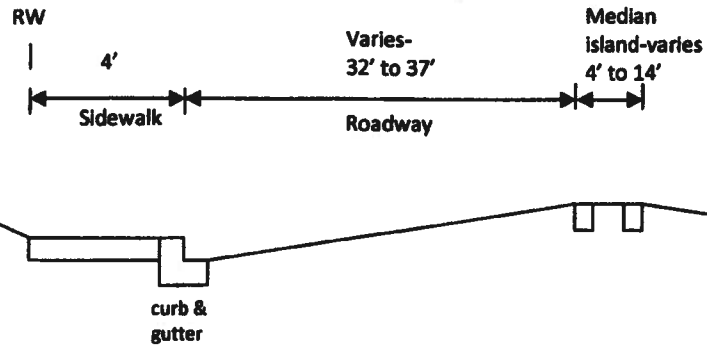
#	Item	Quantity	Unit Price	Extension	
1	Clear and Grub/Mobilization	LS	10%	\$9,318.19	
2	RXR Curb & Gutter	731 LF	\$36.50/LF	\$26,681.50	
3	Cold Plane/Edge Grind	2924 sf	\$1.76/SF	\$5,146.24	
4	0.15' AC overlay	2924 sf	\$2.34/sf	\$6,842.16	
5	Ex sidewalk	2924 sf	\$3/SF	\$8,772.00	
6	8' sidewalk	5848 sf	\$5/sf	\$29,240.00	
7	Striping	LS	\$2,500/LS	\$2,500.00	
8	Tree Wells w/irrig and grates	14 Each	\$1000 ea	\$14,000.00	\$93,181.90
	Subtotal			\$102,500.09	
	20% Contingency			\$20,500.02	
	Total construction			\$123,000.11	
	Design and CM 20%			\$24,600.02	
	TOTAL			\$147,600.13	

OPTION 3

#	Item	Quantity	Unit Price	Extension	
1	Clear and Grub/Mobilization	LS	10%	\$15,129.98	
2	Excavation-Median Island	424 cy	\$40/cy	\$16,960.00	
3	6"AC at median	282 tons	\$128.25/ton	\$36,166.50	
4	6"AB at median	141 cy	\$35.4/cy	\$4,991.40	
5	RXR Curb & Gutter	731 LF	\$36.50/LF	\$26,681.50	
6	Cold Plane/Edge Grind	2924 sf	\$1.76/SF	\$5,146.24	
7	0.15' AC overlay	2924 sf	\$2.34/sf	\$6,842.16	
8	Ex sidewalk	2924 sf	\$3/SF	\$8,772.00	
9	8' sidewalk	5848 sf	\$5/sf	\$29,240.00	
10	Striping	LS	\$2500/LS	\$2,500.00	
11	Tree Wells w/irrig and grates	14 Each	\$1000 ea	\$14,000.00	\$151,299.80
	Subtotal			\$166,429.78	
	20% Contingency			\$33,285.96	
	Total construction			\$199,715.74	
	Design and CM 20%			\$39,943.15	
	TOTAL			\$239,658.88	

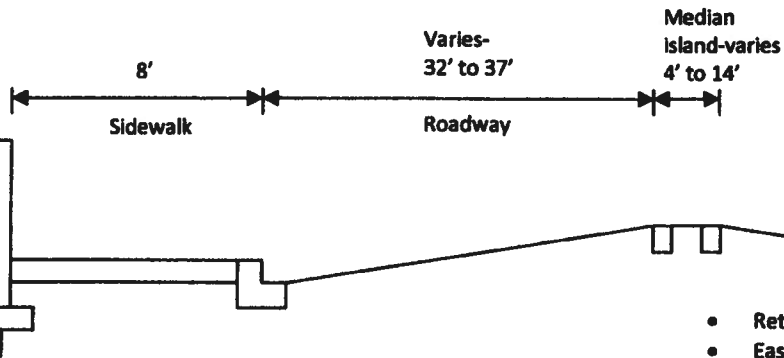
EXHIBIT C

Valencia
Elementary



La Paz Road
Existing Condition

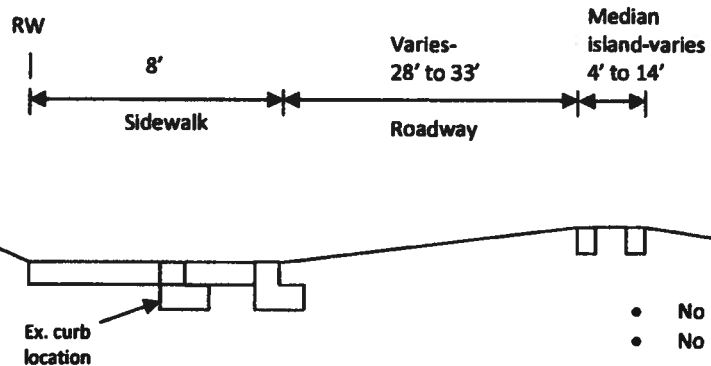
Valencia
Elementary



Option 1

- Retaining Wall
- Easement required

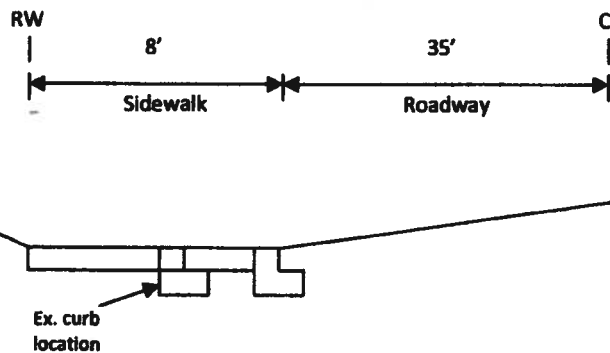
Valencia
Elementary



Option 2

- No Parking
- No Bike Lane

Valencia
Elementary



Option 3

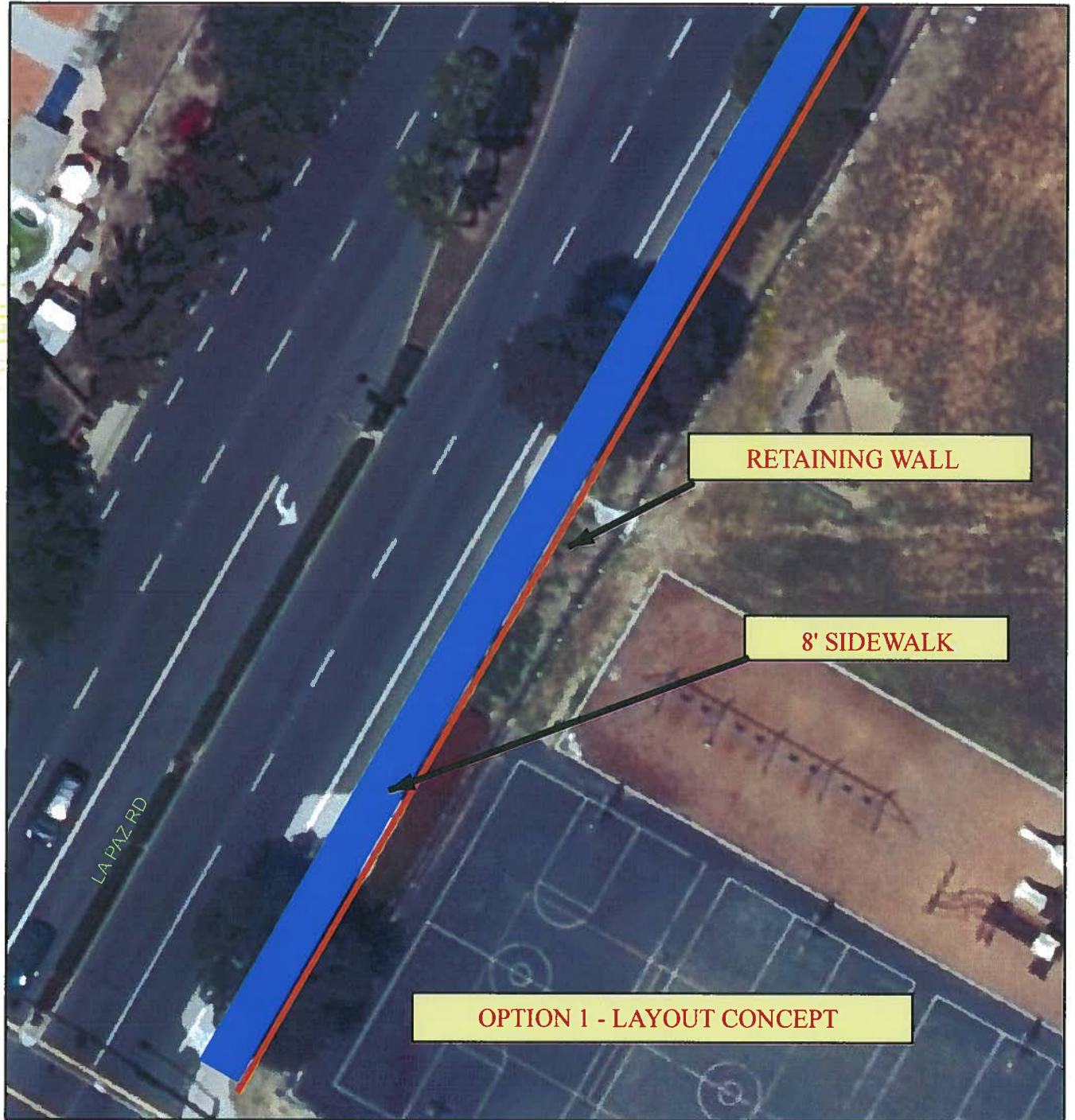
- No Median Island

Not to Scale



City of Laguna Hills

OPTION 1 LAYOUT



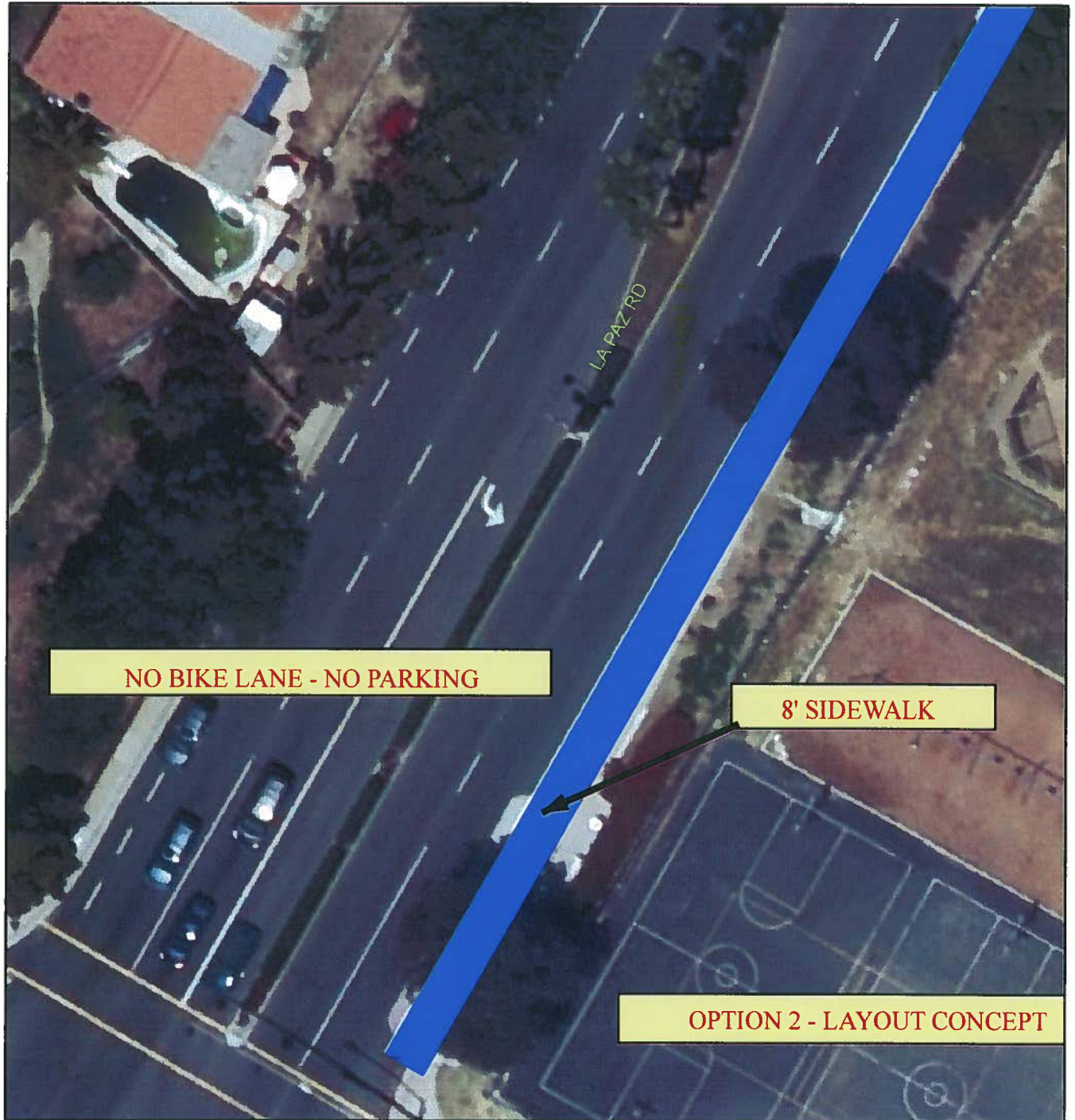
30 0 30 Feet

Date Created: 4/18/2012



City of Laguna Hills

OPTION 2 LAYOUT



30 0 30 Feet

Date Created: 4/18/2012



City of Laguna Hills

OPTION 3 LAYOUT



30 0 30 Feet

Date Created: 4/18/2012

