



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, April 23, 2024 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Dave Wheeler, Mayor

Joshua Sweeney, Mayor Pro Tempore
Janine Heft, Council Member

Don Caskey, Council Member
Erica Pezold, Council Member

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

In Person Public Comments: Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a pink "Request to Speak" form available on the table at the back of the Chamber and submit the form to the City Clerk. The Request to Speak form assists the Mayor in ensuring that all persons wishing to address the City Council are recognized and ensures accurate identification of meeting participants in the City Council/Planning Agency Minutes. Completion of the form is voluntary. It is City policy to limit public testimony to up to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

Submission of Electronic Public Comments: Those wishing to make electronic public comments may submit their comments by email to the City Clerk at publiccomments@lagunahillsCA.gov, by 5:00 p.m. on Tuesday, April 23, 2024. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. All comments received by 5:00 p.m. on the date of the meeting will be provided to the City Council and will be provided for public inspection at the meeting. During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all electronic comments received by 5:00 p.m. on Tuesday, April 23, 2024. Email comments will NOT be read by the City Clerk during the meeting. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, X (formerly Twitter), etc.) will not be accepted.

For questions or assistance, please contact the City Clerk's Office at (949) 707-2635 or via email at jlee@lagunahillsca.gov.

GENERAL BUSINESS - CONVENING AT 7:00 PM**CALL TO ORDER**

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

INVOCATION: Ross Caouette of Christ Community Church

PLEDGE OF ALLEGIANCE: Mayor Pro Tempore Sweeney

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

Recommendation: That the City Council receive a report from Laguna Hills High School 2024 Spring Student Liaison Michael Holland.

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

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

3. PUBLIC COMMENTS

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

4. CONSENT CALENDAR

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

4.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

4.2 Approval of Minutes for April 9, 2024, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the April 9, 2024, Regular Meeting.

4.3 Ratification of April 23, 2024, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from March 29, 2024, to April 11, 2024, in the amount of \$1,058,779.36.

4.4 Treasurer's Investment Report for March 2024

Recommendation: That the City Council receive and file the Treasurer's Investment Report for the month of March 2024.

4.5 Proposed First Amendment to Civic Center Office Lease with NY&A, LLC, a California Limited Liability Company, for 24031 El Toro Road, Suite 210, Laguna Hills, California

Recommendation: That the City Council: 1) Approve the first amendment to the lease agreement with NY&A, LLC, a California Limited Liability Company, for 24031 El Toro Road, Suite 210, Laguna Hills, California; and 2) Authorize the City Manager to make minor modifications, as necessary, to the first amendment to the lease agreement and to execute the first amendment to the lease agreement.

4.6 Network Servers Upgrade Project

Recommendation: That the City Council approve the project and authorize the City Manager to purchase the network server equipment and software identified in the staff report.

4.7 2024 Fourth of July Celebration Pre-Event Report and Fireworks Agreement

Recommendation: That the City Council: 1) Receive and file the 2024 Fourth of July Celebration pre-event report; and 2) Approve the Fireworks Display Agreement between Fireworks and Stage FX America, LLC, and the City of Laguna Hills for 2024 and authorize the City Manager to execute the Agreement.

ITEMS REMOVED FROM THE CONSENT CALENDAR

5. PLANNING AGENCY**6. CITY COUNCIL PUBLIC HEARINGS****6.1 Solid Waste Collection and Recycling Rate Adjustments for Residential and Commercial Collection Services and Proposed One-Year Extension to Franchise Agreement with CR&R, Inc.**

Recommendation: That the City Council:

- 1) Receive staff presentation and report, and receive City Clerk report on written property owner protests;
- 2) Ask questions of staff;
- 3) Open the public hearing;
- 4) Receive public testimony;
- 5) Close the public hearing;
- 6) If less than 4,916 written protests were received by the City, by motion, approve Amendment No. 3 to the Contract for the Collection, Transportation and Disposal of Municipal Solid Waste and For the Collection and Transportation of Recyclable Materials to Processors for Diversion between the City of Laguna Hills and CR&R Incorporated; and
- 7) Authorize the City Manager to sign Amendment No. 3 to Franchise Agreement with CR&R, Inc.

7. ADMINISTRATIVE REPORTS**7.1. City Manager****7.2. Deputy City Manager/Community Services Director****7.2.1 Plein Air Painting Contest**

Recommendation: That the City Council provide further direction on City support for the Laguna Terrace Beautification Team's Plein Air Painting Contest event.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**9. CITY COUNCIL MEMBER COMMITTEE REPORTS**

9.1 Committee Assignment Reports

Recommendation: That the City Council receive reports from City Council Members on the City Council Committee Assignments listed in the staff report.

10. CITY COUNCIL MEMBER COMMENTS**ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be May 14, 2024, at 7:00 p.m., in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, JENNIFER LEE, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by April 18, 2024, at 5:00 p.m.



Jennifer Lee, City Clerk_____
April 18, 2024_____
Date

It is the intention of the City of Laguna Hills to comply with the Americans with Disabilities Act in all respects. If as an attendee or a participant at this meeting you will need special assistance beyond what is normally provided, the City of Laguna Hills will attempt to accommodate you in every reasonable manner. Please contact the office of the City Clerk at (949) 707-2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours. In addition, such writings or documents will be made available for public review on the City's website at: <https://www.lagunahillscs.gov/supplementalagenda> and at the respective public meeting.

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 23, 2024
TO: Mayor and Council Members
FROM: Jennifer Lee
 City Clerk
ISSUE: Schedule of Future Events

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

Meetings:

City Council/Planning Agency Regular Meetings

Tuesday, May 14, 7:00 p.m., Laguna Hills Civic Center Council Chamber

Tuesday, May 28, 7:00 p.m., Laguna Hills Civic Center Council Chamber

Traffic Commission Regular Meeting

Wednesday, May 15, 7:00 p.m., Laguna Hills Civic Center Council Chamber

Events:

Rooted Campaign Event-Arbor Day

Saturday, April 27, 9:00 a.m.-12:00 p.m., Santa Vittoria Park

OC Sheriff's Department National Prescription Drug Take Back Day

Saturday, April 27, 10:00 a.m.-2:00 p.m., Laguna Hills Community Center

Mother's Day Paint and Tea

Saturday, May 11, 11:00 a.m.-2:00 p.m., Laguna Hills Community Center

Laguna Terrace Plein Air Painting Contest

Saturday, May 11, 8:00 a.m.-5:00 p.m., San Remo Park and Santa Vittoria Park

Memorial Day Race

Monday, May 27, 6:50 a.m.-12:00 p.m., Laguna Hills Mall



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 23, 2024
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Approval of Minutes for April 9, 2024, Regular Meeting

RECOMMENDATION: That the City Council approve the City Council Minutes for the April 9, 2024, Regular Meeting.

ATTACHMENTS:

- City Council Minutes for the April 9, 2024, Regular Meeting

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

**REGULAR MEETING
MINUTES
Tuesday, April 9, 2024**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

INVOCATION: Elder Dave Wicker of Christ Community Church

PLEDGE OF ALLEGIANCE: Council Member Pezold

ROLL CALL OF CITY COUNCIL MEMBERS

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

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills High School Student Liaison Report

The City Council received a report from Laguna Hills High School 2024 Spring Student Liaison Ava Kornegay.

2. SCHEDULE OF FUTURE EVENTS

2.1 Schedule of Future Events

The City Clerk announce the upcoming meetings and events.

3. PUBLIC COMMENTS

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

Kim Carr, representative from the office of Senator Blakespear, announced an upcoming Laguna Hills District Office Open House on April 12, 2024.

Dawn Ford, a resident of Laguna Hills, provided public comments regarding road maintenance.

Andrea Crean, a resident of Laguna Hills, provided public comments regarding trees in Santa Vittoria Park.

4. CONSENT CALENDAR

The following individual submitted an electronic public comment on Consent Calendar Item No. 4.4 that was received, forwarded to the Council prior to the meeting, posted on the City's website, and announced into the record by City Clerk Lee:

Cesar Covarrubias, Executive Director, The Kennedy Commission

Motion to approve the Consent Calendar with Mayor Wheeler removing Item No. 4.4 and Item No. 4.6 and Council Member Pezold removing Item No. 4.7 and Item No. 4.8.

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

4.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

4.2 Approval of Minutes for March 26, 2024, Regular Meeting

Recommendation: That the City Council approve the City Council Minutes for the March 26, 2024, Regular Meeting.

4.3 Ratification of April 9, 2024, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from March 15, 2024, to March 28, 2024, in the amount of \$348,457.25.

4.5 Initiation of the 2024 Weed Abatement Program

Recommendation: That the City Council adopt Resolution No. 2024-04-09-1: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING WEEDS AND RUBBISH ON SPECIFIED PRIVATE PROPERTY TO BE A PUBLIC NUISANCE, COMMENCING PUBLIC PROCEEDINGS, AND SETTING A PUBLIC HEARING FOR MAY 14, 2024."

ITEMS REMOVED FROM THE CONSENT CALENDAR

4.4 Second Reading & Adoption of Proposed Ordinances for Zoning Text Amendment and Zoning Map Amendment No. RZNE-0011-2024 to Modify Development Standards Related to High Density Residential Land Uses in the Mixed Use (MXU) Zoning District, Establish a New Housing (H) Overlay Zone and Related Development Standards, and to Modify the City's Official Zoning Map to Designate Specific Sites Within the H Overlay Zone and Zoning Text Amendment No. RZNE-0012-2024 to Establish Citywide Objective Design Standards for Multi-Family and Mixed-Use Residential Development

Mayor Wheeler removed Item No. 4.4 from the Consent Calendar to request additional information.

Community Development Director Longenecker responded to Council Member requests for additional information

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

Recommendation: That the City Council: 1) Adopt Ordinance No. 2024-1: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT AND ZONING MAP AMENDMENT NO. RZNE-0011-2024, (1) A TEXT AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO IMPLEMENT THE GENERAL PLAN HOUSING ELEMENT BY AMENDING CHAPTER 9-30 (MXU MIXED USE DISTRICT) TO MODIFY DEVELOPMENT STANDARDS RELATED TO HIGH DENSITY RESIDENTIAL LAND USES AND CHAPTER 9-11 (OVERLAY DISTRICTS) TO ESTABLISH A NEW HOUSING (H) OVERLAY ZONE AND RELATED PROVISIONS AND DEVELOPMENT STANDARDS; AND (2) AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP TO DESIGNATE SPECIFIC SITES WITHIN THE HOUSING OVERLAY ZONE"; 2) Adopt Ordinance No. 2024-2: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. RZNE-0012-2024, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO ADD CHAPTER 9-41 (OBJECTIVE DESIGN STANDARDS) ESTABLISHING CITYWIDE OBJECTIVE DESIGN STANDARDS FOR MULTIPLE-FAMILY AND MIXED-USE RESIDENTIAL DEVELOPMENT AND TO ADOPT THE LAGUNA HILLS OBJECTIVE DESIGN STANDARDS MANUAL"; and 3) Authorize the Mayor/Mayor Pro Tempore to execute the Ordinances.

RESULT:	APPROVED [4 TO 0]
MOVER:	Erica Pezold, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Joshua Sweeney, Mayor Pro Tempore; Don Caskey, Council Member; Janine Heft, Council Member; Erica Pezold, Council Member
ABSTAIN:	Dave Wheeler, Mayor

4.6 Informal Bidding Ordinance Use Quarterly Report

Mayor Wheeler removed Item No. 4.6 from the Consent Calendar to request additional information.

Public Works Director/City Engineer Ames responded to Council Member requests for additional information.

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

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

4.7 2024 Memorial Day Race Update

Council Member Pezold removed Item No. 4.7 from the Consent Calendar to request additional information.

Community Services Manager Gannon responded to Council Member requests for additional information.

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

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

4.8 Annual (And Final) Review of Development Agreement No. 12-11-2137 (Ordinance No. 2012-4) Between the City of Laguna Hills and Laguna Hills Investment Company: Oakbrook Village Shopping Center Mixed-Use Project

Council Member Pezold removed Item No. 4.8 from the Consent Calendar to request additional information.

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

Community Development Director Longenecker responded to Council Member requests for additional information.

Recommendation: That the City Council receive and file a report demonstrating the property owner's good faith compliance with the terms and conditions of the Development Agreement determining that the Laguna Hills Investment Company complied in good faith with the terms and conditions of the Development Agreement for the period of January 2023 to December 28, 2023, the date of expiration of the Development Agreement.

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

5. PLANNING AGENCY

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

6. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

7. ADMINISTRATIVE REPORTS

7.1. City Manager

The City Manager provided no administrative reports.

8. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

8.1 Laguna Terrace Beautification Team Plein Air Painting Contest Sponsorship Opportunity

Council Member Pezold provided information on the item.

Harry Huggins, a representative of the Laguna Terrace Beautification Team and resident of Laguna Hills, provided a video presentation and responded to Council Member requests for additional information.

The following individual addressed the City Council on Item No. 8.1:

Sergio Prince, a resident of Laguna Hills, provided public comments in favor of the item.

Deputy City Manager/Community Services Director Reynolds responded to Council Member requests for additional information.

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

Community Services Manager Gannon responded to Council Member requests for additional information.

Recommendation: Council Member Pezold and Council Member Heft recommend that the City Council discuss opportunities to support the Laguna Terrace Beautification Team's Plein Air Painting Contest.

A motion to direct staff to work with the Laguna Terrace Beautification Team on the event and to set a budget for the event at up to \$8,000 was moved by Council Member Heft, seconded by Council Member Pezold.

A substitute motion to combine the Laguna Terrace Beautification Team Plein Air event with the Community Services Department's Mother's Day painting event, allocate staff time and \$5,000 of City funds for the event, create a finalized budget for the event, and to return the item for further consideration at the April 23, 2024, City Council regular meeting was moved by Mayor Wheeler, seconded by Council Member Heft.

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

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

The City Council received reports from City Council Members on the City Council Committee Assignments listed in the staff report.

10. CITY COUNCIL MEMBER COMMENTS**Council Member Heft**

Council Member Heft reported on the Association of California Cities – Orange County (ACC-OC) 2024 Sacramento Advocacy Trip.

Mayor Pro Tempore Sweeney

Mayor Pro Tempore Sweeney reported on the Association of California Cities – Orange County (ACC-OC) 2024 Sacramento Advocacy Trip.

Council Member Pezold

Council Member Pezold provided comments on the use of financial resources by the City Council.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Wheeler declared the meeting adjourned at 8:57 p.m.

Jennifer Lee, City Clerk

ATTEST:

Dave Wheeler, Mayor

Approved at meeting of April 23, 2024



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 23, 2024
TO: Mayor and Council Members
FROM: Eric Hendrickson
Finance Director
ISSUE: Ratification of April 23, 2024, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from March 29, 2024, to April 11, 2024, in the amount of \$1,058,779.36.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from March 29, 2024, to April 11, 2024, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Finance Director certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - April 23, 2024
- Payables Detail Report - April 23, 2024



City of Laguna Hills, CA

Warrant Register - April 23, 2024

By Check Number

Date Range: 03/29/2024 - 04/11/2024

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
3451	A-0365	AT AND T - CALNET 3	04/05/2024	29.35
3452	C-0023	COX COMMUNICATION	04/05/2024	788.90
3453	E-0504	EL TORO WATER DISTRICT	04/05/2024	5,599.00
3454	M-1600	MERCY HOUSE LIVING CENTERS, INC.	04/05/2024	12,164.63
3455	M-1302	MOULTON NIGUEL WATER DISTRICT	04/05/2024	2,967.44
3456	S-1904	SOUTHERN CALIFORNIA EDISON	04/05/2024	119.35
3457	S-2250	SPARKLETTS	04/05/2024	712.96
3458	Z-CD-0458	SUPERIOR ROOFING SYSTEMS	04/05/2024	1,170.00
3459	Z-CS-0469	DIAZ, DINA SORTO	04/11/2024	500.00
3460	I-0942	IRVINE RANCH WATER DISTRICT	04/11/2024	118.81
3461	M-1302	MOULTON NIGUEL WATER DISTRICT	04/11/2024	20,287.07
3462	S-1902	SAN DIEGO GAS AND ELECTRIC	04/11/2024	11,989.64
3463	S-1904	SOUTHERN CALIFORNIA EDISON	04/11/2024	14,219.57
3464	S-1904	SOUTHERN CALIFORNIA EDISON	04/11/2024	5,609.06
3465	S-2250	SPARKLETTS	04/11/2024	234.31
3466	T-2698	TPX COMMUNICATIONS	04/11/2024	720.12
3467	W-2450	WEX BANK	04/11/2024	800.02
Total Regular:				78,030.23

Attachment: Warrant Register - April 23, 2024 (3493 : Warrant Register, April 23, 2024)

Warrant Register - April 23, 2024

Date Range: 03/29/2024 - 04/11/2024

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0002771	H-0966	HIGH LEVEL SECURITY SOLUTIONS, INC.	04/02/2024	7,250.00
DFT0002772	C-1007	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	04/04/2024	973,499.13
Total Bank Draft:				980,749.13

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	26	17	0.00	78,030.23
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	980,749.13
EFT's	0	0	0.00	0.00
	28	19	0.00	1,058,779.36

Attachment: Warrant Register - April 23, 2024 (3493 : Warrant Register, April 23, 2024)

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	26	17	0.00	78,030.23
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	980,749.13
EFT's	0	0	0.00	0.00
	28	19	0.00	1,058,779.36

Fund Summary

Fund	Name	Period	Amount
998	Pooled Cash & Investments	4/2024	1,058,779.36
			1,058,779.36

Attachment: Warrant Register - April 23, 2024 (3493 : Warrant Register, April 23, 2024)



City of Laguna Hills, CA

Payables Detail Report

By Fund

Payment Dates 03/29/2024 - 04/11/2024

Payment Date	Vendor Name	Payable Number	Description (Item)	Account Number	Amount
Fund: 100 - General Fund					
04/02/2024	HIGH LEVEL SECURITY SOLUTIONS, INC.	5740	Private Security Patrol, 3/18/24 - 3/31/24	100-420-720850	7,250.00
04/04/2024	OCSO LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX AT AND T - CALNET 3	SH 68168	Law Enforcement Services, Apr '24	100-420-720800	973,499.13
04/05/2024	MOULTON NIGUEL WATER DISTRICT	000021372816	Traffic Signal, Feb '24	100-356-630000	29.35
04/05/2024	MOULTON NIGUEL WATER DISTRICT	031424	Utilities - Water, 2/13/24 - 3/11/24	100-310-635100	688.98
04/05/2024	COX COMMUNICATION	031724	Utilities - Water, 2/13/24 - 3/11/24	100-355-635000	2,190.30
04/05/2024	COX COMMUNICATION	031724a	Cable, City Hall, Apr '24	100-195-630000	21.60
04/05/2024	COX COMMUNICATION	031824	T-1 Line, Mar '24	100-195-630000	584.68
04/05/2024	MOULTON NIGUEL WATER DISTRICT	032124	WiFi, City Hall, Mar '24	100-195-630000	182.62
04/05/2024	SOUTHERN CALIFORNIA EDISON	032124 - Acct #70007600	Utilities - Water, 2/20/24 - 3/18/24	100-355-635000	88.16
04/05/2024	EL TORO WATER DISTRICT	040224	Utilities - Electric, 1/31/24 - 3/20/24	100-356-631400	119.35
04/05/2024	SPARKLETTS	4228482 012624	Water Usage, Public Works, Feb '24	100-355-635000	5,599.00
04/05/2024	SPARKLETTS	4228482 022324	Operating Supplies, Jan '24	100-195-622000	195.85
04/05/2024	SPARKLETTS	4228482 032224	Operating Supplies, Feb '24	100-195-622000	259.80
04/05/2024	MERCY HOUSE LIVING CENTERS, INC.	5003-23-12	Operating Supplies, Mar '24	100-195-622000	257.31
04/05/2024	MERCY HOUSE LIVING CENTERS, INC.	5003-24-01	Contract Services - Homelessness, Dec '23	100-310-720302	4,678.59
04/05/2024	SUPERIOR ROOFING SYSTEMS	BLDR-0102-2024	Contract Services - Homelessness, Jan '24	100-310-720302	7,486.04
04/05/2024	SUPERIOR ROOFING SYSTEMS	BLDR-0412-2023	Refund, C&D Deposit, REC-012326-2024	100-000-227001	600.00
04/11/2024	MOULTON NIGUEL WATER DISTRICT	032824	Refund, C&D Deposit, REC-011751-2023	100-000-227001	570.00
04/11/2024	IRVINE RANCH WATER DISTRICT	040224	Utilities - Water, 2/27/24 - 3/25/24	100-355-635000	20,287.07
04/11/2024	SAN DIEGO GAS AND ELECTRIC	040224	Utilities - Water, 3/1/24 - 4/1/24	100-355-635000	118.81
04/11/2024	SOUTHERN CALIFORNIA EDISON	040324 - Acct #70016247	Utilities - Electric, 3/1/24 - 3/31/24	100-356-631400	11,989.64
04/11/2024	SOUTHERN CALIFORNIA EDISON	040324 - Acct #70016247	Utilities - Electric, 1/31/24 - 3/31/24	100-355-631000	109.78
04/11/2024	SOUTHERN CALIFORNIA EDISON	040324 - Acct #70016247	Utilities - Electric, 1/31/24 - 3/31/24	100-356-631400	1,284.21
04/11/2024	SOUTHERN CALIFORNIA EDISON	040324 - Acct #70016247	Utilities - Electric, 1/31/24 - 3/31/24	100-356-631900	4,215.07
04/11/2024	SOUTHERN CALIFORNIA EDISON	040424 - Acct #70023450	Utilities - Electric, 1/31/24 - 3/31/24	100-355-631000	755.68
04/11/2024	SOUTHERN CALIFORNIA EDISON	040424 - Acct #70023450	Utilities - Electric, 1/31/24 - 3/31/24	100-356-631400	13,463.89
04/11/2024	SPARKLETTS	12194330 032724	Operating Supplies, Comm Ctr, Mar	100-310-622005	234.31
04/11/2024	TPX COMMUNICATIONS	178223601-0	Communications Expense, Mar '24	100-195-630000	720.12
04/11/2024	DIAZ, DINA SORTO	67599430	Refund, Facility Deposit, R	100-000-222000	500.00
04/11/2024	WEX BANK	95981514 COMDEV	Vehicle Fuel, Mar '24	100-225-613100	276.64
04/11/2024	WEX BANK	95981935 COMSVCS	Vehicle Fuel, Mar '24	100-310-613100	239.26
04/11/2024	WEX BANK	95982007 PUBWKS	Vehicle Fuel, Mar '24	100-355-613100	276.12
04/11/2024	WEX BANK	95982007 PUBWKS	Vehicle Maintenance, Mar '24	100-355-646100	8.00
Fund 100 - General Fund Total:					1,058,779.36
Grand Total:					1,058,779.36

Attachment: Payables Detail Report - April 23, 2024 (3493 : Warrant Register, April 23, 2024)

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	<u>1,058,779.36</u>
Grand Total:	1,058,779.36

Account Summary

Account Number	Account Name	Payment Amount
100-000-222000	Refundable Deposits	500.00
100-000-227001	Security Deposit - Waste	1,170.00
100-195-622000	Operating Supplies	712.96
100-195-630000	Telephone & Communications	1,509.02
100-225-613100	Vehicle Fuel	276.64
100-310-613100	Vehicle Fuel	239.26
100-310-622005	Operating Supplies - Community	234.31
100-310-635100	Utilities - Water (Community	688.98
100-310-720302	Contract Services - Homelessness	12,164.63
100-355-613100	Vehicle Fuel	276.12
100-355-631000	Utilities - Electric	865.46
100-355-635000	Utilities - Water	28,283.34
100-355-646100	Vehicle Maintenance & Repairs	8.00
100-356-630000	MOE - Telephone &	29.35
100-356-631400	MOE - Electric (Streetlights &	26,857.09
100-356-631900	MOE - Electric (On-Bill Financing)	4,215.07
100-420-720800	General Law Enforcement	973,499.13
100-420-720850	Private Security Patrol	<u>7,250.00</u>
Grand Total:		1,058,779.36

Project Account Summary

Project Account Key	Payment Amount
None	<u>1,058,779.36</u>
Grand Total:	1,058,779.36



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 23, 2024
TO: Mayor and Council Members
FROM: Eric Hendrickson
Finance Director
ISSUE: Treasurer's Investment Report for March 2024

RECOMMENDATION: That the City Council receive and file the Treasurer's Investment Report for the month of March 2024.

SUMMARY:

The Treasurer's Investment Report for the month of March 2024 is submitted herewith. The City's total portfolio as of March 31, 2024, was \$30,333,571. The pooled cash portfolio managed by the City Treasurer consisted of cash on hand, demand deposits, State Local Agency Investment Fund (LAIF) and Investment Trust of California (CalTRUST) investments and totaled \$29,046,103. Restricted cash and investments totaled \$1,287,468, and is mainly comprised of reserve funds for the 2010 bond issuance.

Interest income for the month of March was \$130,469. FY 2023/2024 year-to-date pooled cash interest earnings of \$1,049,250 are 224% of the annual budget of \$467,910.

The average yield on the City's total portfolio for the month of March was 5.30%, compared to the prior month of 5.27%. The steady portfolio yield in March compared to February was the result of the stable interest rate environment, as dictated by the Federal Reserve, along with City staff maximizing available cash into the higher yielding CalTRUST and Money Market options. In FY 2023/2024, the City opened a sweep account linked to the BMO checking accounts. This allows idle cash in the checking accounts to be invested in money market funds, which are subsequently placed in short-term Treasuries.

Treasurer's Report for March 2024

April 23, 2024

Page 2

ATTACHMENTS:

- Treasurer's Report March 2024

City of Laguna Hills
Treasurer's Investment Report
March 2024

	Current Month Market Value	Current Month Book Value	Prior Month Book Value	Current Month % of Portfolio	Maximum Policy Limit	Yield to Maturity for Month (Annualized)
Pooled Cash & Investments						
BMO Checking & Money Market Accounts	\$ 8,990,416	\$ 8,990,416	\$ 9,513,663	31%	50%	5.18%
Petty Cash	1,000	1,000	1,500	0%	n/a	0.00%
Petty Cash Recreation	250	250	500	0%	n/a	0.00%
Fiscal Agent Cash - Essex Community Center Mgmt	-	-	68,321	0%	n/a	0.00%
Fiscal Agent Cash - DBI Flexible Spending Acct	15,156	15,156	15,156	0%	n/a	0.00%
State Local Agency Investment Fund (LAIF)	92,001	92,599	92,599	0%	100%	4.23%
Investment Trust of California (CalTRUST)	19,946,682	19,946,682	19,855,502	69%	100%	5.42%
	<u>29,045,505</u>	<u>29,046,103</u>	<u>29,547,240</u>	<u>100%</u>		<u>5.34%</u>
Restricted & Designated Cash & Investments						
BNY Mellon (2010 Bond - Lease Payment Fund)	716,170	716,170	713,384	n/a	n/a	4.93%
BNY Mellon (2010 Bond - Reserve Fund)	418,423	418,423	416,794	n/a	n/a	4.93%
Fiscal Agent Cash - Essex Civic Center Mgmt	152,876	152,876	175,638	n/a	n/a	0.25%
	<u>1,287,468</u>	<u>1,287,468</u>	<u>1,305,816</u>			<u>4.37%</u>
Totals	<u>\$ 30,332,973</u>	<u>\$ 30,333,571</u>	<u>\$ 30,853,056</u>			<u>5.30%</u>

Pooled Cash & Investment - Interest Earnings

For the month of March 2024	\$ 130,469
FY 2023-24 to Date	1,049,250
FY 2023-24 Budget	467,910

Certification:

I hereby certify that the above investment report includes all cash and investments of the City and is in conformance with all State laws and the City's investment policy approved by the City Council on November 14, 2023. At the time of the report, there is sufficient liquidity and anticipated revenues available to meet the City's budgeted expenditure requirements for the next six months.



Eric Hendrickson
Finance Director/Deputy City Treasurer



Pooled Cash Report

City of Laguna Hills, CA

For the Period Ending 3/31/2024

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
100-000-101100	Claim on Cash - General Fund	21,006,128.31	(523,717.44)	20,482,410.87
210-000-101210	Claim on Cash - Gas Tax (HUTA)	1,456,044.79	45,831.24	1,501,876.03
211-000-101211	Claim on Cash - Gas Tax (RMRA)	1,120,880.60	64,505.18	1,185,385.78
212-000-101212	Claim on Cash - Measure M2	(192,788.12)	99,726.00	(93,062.12)
214-000-101214	Claim on Cash - AB 2766	161,833.97	-	161,833.97
221-000-101221	Claim on Cash - Senior Mobility Program	235,300.86	7,799.51	243,100.37
301-000-101301	Claim on Cash - CARITS Road Fee Program	1,340,540.68	(714.00)	1,339,826.68
305-000-101305	Claim on Cash - Beverage Recycling	8,982.61	-	8,982.61
306-000-101306	Claim on Cash - CR&R Recycling Fee	192,560.31	(13,229.15)	179,331.16
307-000-101307	Claim on Cash - C&D Forfeited Deposits	74,016.76	-	74,016.76
311-000-101310	Claim on Cash - Quimby Act Park In-Lieu Fee (VALH)	2,101,537.12	-	2,101,537.12
312-000-101312	Claim on Cash - CASp Fee	31,585.61	-	31,585.61
322-000-101322	Claim on Cash - Water Conservation	360,980.41	-	360,980.41
401-000-101401	Claim on Cash - Public Art	201,936.26	-	201,936.26
411-000-101401	Claim on Cash - Public Art (VALH)	352,384.85	-	352,384.85
421-000-101421	Claim on Cash - SLESF	102,615.64	(31,706.40)	70,909.24
451-000-101451	Claim on Cash - Liability Self-Insurance	161,300.18	-	161,300.18
452-000-101452	Claim on Cash - Parks Equipment Maintenance	309,213.00	-	309,213.00
454-000-101454	Claim on Cash - Sports Complex Equipment Maint	120,000.00	(16,427.77)	103,572.23
455-000-101455	Claim on Cash - Community Center Equipment Ma	120,000.00	-	120,000.00
456-000-101456	Claim on Cash - Storm Drain / Slope Repair Reserv	31,770.82	-	31,770.82
TOTAL CLAIM ON CASH		<u>29,296,824.66</u>	<u>(367,932.83)</u>	<u>28,928,891.83</u>

Reconciling items (outstanding checks and deposits in transit): 117,211.17

Pooled Cash & Investments Book Value: 29,046,103.00

GENERAL FUND RESERVES (as of most recent audited year end 6/30/2023)

Fund Balance Type	
Nonspendable	105,889
Assigned	847,881
Unassigned	20,711,877
Total	21,665,647

Attachment: Treasurer's Report March 2024 (3492 : Treasurer's Report for March 2024)



ACCOUNT NUMBER: [REDACTED]

STATEMENT PERIOD
03/01/24 TO 03/31/24

PAGE: 1 OF 6

CITY OF LAGUNA HILLS
GENERAL
24035 EL TORO RD
LAGUNA HILLS CA 92653-3103

ITEMS ENCLOSED 0

INVESCO/AIM TREASURY CORP CL ACCOUNT NUMBER [REDACTED]

SUMMARY STATEMENT, CHECKING PLUS MONEY MARKET FUNDS

BEGINNING BALANCE	9,513,662.70
DEPOSITS	3,927,393.50
WITHDRAWALS	4,489,928.65-
MUTUAL FUND DIVIDENDS	39,288.39

ENDING BALANCE 8,990,415.94
SEE THE ENCLOSED CHECKING AND FUND STATEMENTS FOR DETAIL INFORMATION CONCERNING THIS ACCOUNT.
FOR BILLING INFORMATION, SEE ACCOUNT ANALYSIS STATEMENT.

CHECKING ACCOUNT SUMMARY

YOUR PREVIOUS BALANCE WAS	30.00
81 CUSTOMER DEPOSITS	1,724,576.45
35 OTHER WITHDRAWALS	2,287,111.60-
6 SHARE PURCHASES	695,155.95-
14 SHARE REDEMPTIONS	1,507,661.10
YOUR ENDING BALANCE WAS	250,000.00

TRANSACTIONS LISTED BY DATE POSTED

DATE POSTED	TRANSACTION DESCRIPTION	WITHDRAWALS OTHER DEBITS	DEPOSITS OTHER CREDITS
MAR 01	CCD AMS INC MERCH DEP 17730303701		51.50
MAR 01	CCD City of Laguna H Settlement 20243311886		592.75
MAR 01	ZERO BALANCE TXFR FROM DDA ACCT 0070730825		600.00
MAR 01	CCD AMS INC MERCH DEP 17730300707		3,702.14
MAR 01	ZERO BALANCE TXFR TO DDA ACCT 0070730817	9,121.66	
MAR 01	ZERO BALANCE TXFR TO DDA ACCT 0070730841	134,141.26	
MAR 01	INV CR TRANSFER		138,286.53
MAR 04	CCD AMS INC MERCH DEP 17730303701		107.42
MAR 04	ZERO BALANCE TXFR FROM DDA ACCT 0070730833		152.00
MAR 04	CCD City of Laguna H Settlement 20275878526		250.00

Attachment: Treasurer's Report March 2024 (3492 : Treasurer's Report for March 2024)



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

Investment Account Summary

03/01/2024 through 03/31/2024

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Mar 31 (\$)	Value on Mar 31 (\$)	Average Cost Amount (\$)	Cumulative Change in Value (\$)
CITY OF LAGUNA HILLS						
CalTRUST Liquidity Fund		19,946,682.040	1.00	19,946,682.04	19,946,682.04	0.00
Portfolios Total value as of 03/31/2024				19,946,682.04		

DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount (\$)	Amount in Shares	Balance in Shares	Price per Share (\$)	Balance (\$)	Average Cost Amt (\$)	Realized Gain/(Loss) (\$)
CalTRUST Liquidity Fund		CITY OF LAGUNA HILLS			Account Number:			
Beginning Balance	03/01/2024			19,855,501.680	1.00	19,855,501.68		
Accrual Income Div Reinvestment	03/28/2024	91,180.36	91,180.360	19,946,682.040	1.00	19,946,682.04	0.00	0.00
Change in Value						0.00		
Closing Balance as of	Mar 31			19,946,682.040	1.00	19,946,682.04		

Attachment: Treasurer's Report March 2024 (3492 : Treasurer's Report for March 2024)

Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

California State Treasurer
Fiona Ma, CPA



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

April 04, 2024

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

CITY OF LAGUNA HILLS

CITY MANAGER
24035 EL TORO ROAD
LAGUNA HILLS, CA 92653

[Tran Type Definitions](#)

Account Number: XXXXXXXXXX

March 2024 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	92,598.80
Total Withdrawal:	0.00	Ending Balance:	92,598.80

Attachment: Treasurer's Report March 2024 (3492 : Treasurer's Report for March 2024)



BNY MELLON

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

Account Statement

Statement Period 03/01/2024 Through 03/31/2024

Account [REDACTED] Base Currency = USD
LAGUNA HILLS 2010 LEASE PYMT FD

CLIENT SERVICE MANAGER: JOHN KIM

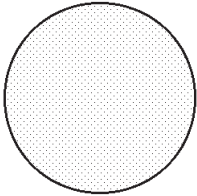
BNYM COPORATE TRUST, N.A
333 S. HOPE ST. STE 2525
LOS ANGELES, CA 90071
+12136306145
JOHN.KIM@BNYMELLON.COM

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Visit us at www.bnymellon.com

Account Overview

Percent of all Investments	Asset Classification	Market Value
100%	CASH AND SHORT TERM	716,169.65
100%	TOTAL OF ALL INVESTMENTS	716,169.65



Summary of Assets Held by Asset Classification

Asset Classification	Market Value	Cost	Accrued Income	Estimated Annual Income	Market Yield
CASH AND SHORT TERM	716,169.65	716,169.65	0.00	35,328.80	4.93 %
ACCOUNT TOTALS	716,169.65	716,169.65	0.00	35,328.80	4.93 %

Summary of Cash Transactions by Transaction Category

Transaction Category	Current Period			Year-to-Date	
	Income	Principal	Realized Gains/Losses	Income	Principal
OPENING BALANCE	0.00	0.00		0.00	0.00
DIVIDENDS	2,786.66	0.00	0.00	11,857.37	0.00
SALES AND REDEMPTIONS	0.00	0.00	0.00	0.00	370,290.63
OTHER CASH ADDITIONS	0.00	2,786.66	0.00	0.00	11,857.37
OTHER CASH DISBURSEMENTS	2,786.66 -	0.00	0.00	11,857.37 -	370,290.63 -



BNY MELLON

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

Account Statement

Statement Period 03/01/2024 Through 03/31/2024

Account [REDACTED] Base Currency = USD
LAGUNA HILLS 2010 RESERVE FD

CLIENT SERVICE MANAGER: JOHN KIM

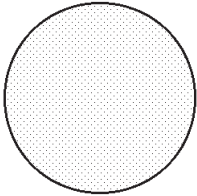
BNYM CORPORATE TRUST, N.A.
333 S. HOPE ST. STE 2525
LOS ANGELES, CA 90071
+12136306145
JOHN.KIM@BNYMELLON.COM

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Visit us at www.bnymellon.com

Account Overview

Percent of all Investments	Asset Classification	Market Value
100% 	CASH AND SHORT TERM	418,422.83
100%	TOTAL OF ALL INVESTMENTS	418,422.83



Summary of Assets Held by Asset Classification

Asset Classification	Market Value	Cost	Accrued Income	Estimated Annual Income	Market Yield
CASH AND SHORT TERM	418,422.83	418,422.83	0.00	20,640.88	4.93 %
ACCOUNT TOTALS	418,422.83	418,422.83	0.00	20,640.88	4.93 %

Summary of Cash Transactions by Transaction Category

Transaction Category	Current Period		Year-to-Date	
	Income	Principal	Realized Gains/Losses	Income
PENDING BALANCE	0.00	0.00		0.00
DIVIDENDS	1,628.57	0.00	0.00	5,117.23
OTHER CASH ADDITIONS	0.00	1,628.57	0.00	0.00
OTHER CASH DISBURSEMENTS	1,628.57 -	0.00	0.00	5,117.23 -
PURCHASES	0.00	1,628.57 -	0.00	0.00
				5,117.23 -



Account number: [REDACTED]
Account name: CITY OF LAGUNA HILLS

Yield and NAV

Fund Name

CalTRUST Liquidity Fund

Start Date - End Date

3/31/2024 – 3/31/2024



Export (1) 

Period Date	NAV	Income	Shares	Net Assets	Daily Yield	7 day AVG Yield
3/31/24	\$1.00	\$203,158.98	1,372,952,305.510	\$1,372,978,208.51	5.40%	5.42%



PMIA/LAIF Performance Report as of 4/3/24



Quarterly Performance Quarter Ended 12/31/23

LAIF Apportionment Rate ⁽²⁾ :	4.00
LAIF Earnings Ratio ⁽²⁾ :	0.00010932476863589
LAIF Administrative Cost ^{(1)*} :	0.29
LAIF Fair Value Factor ⁽¹⁾ :	0.993543131
PMIA Daily ⁽¹⁾ :	3.96
PMIA Quarter to Date ⁽¹⁾ :	3.81
PMIA Average Life ⁽¹⁾ :	230

PMIA Average Monthly Effective Yields⁽¹⁾

March	4.232
February	4.122
January	4.012
December	3.929
November	3.843
October	3.670

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 2/29/24 \$164.3 billion

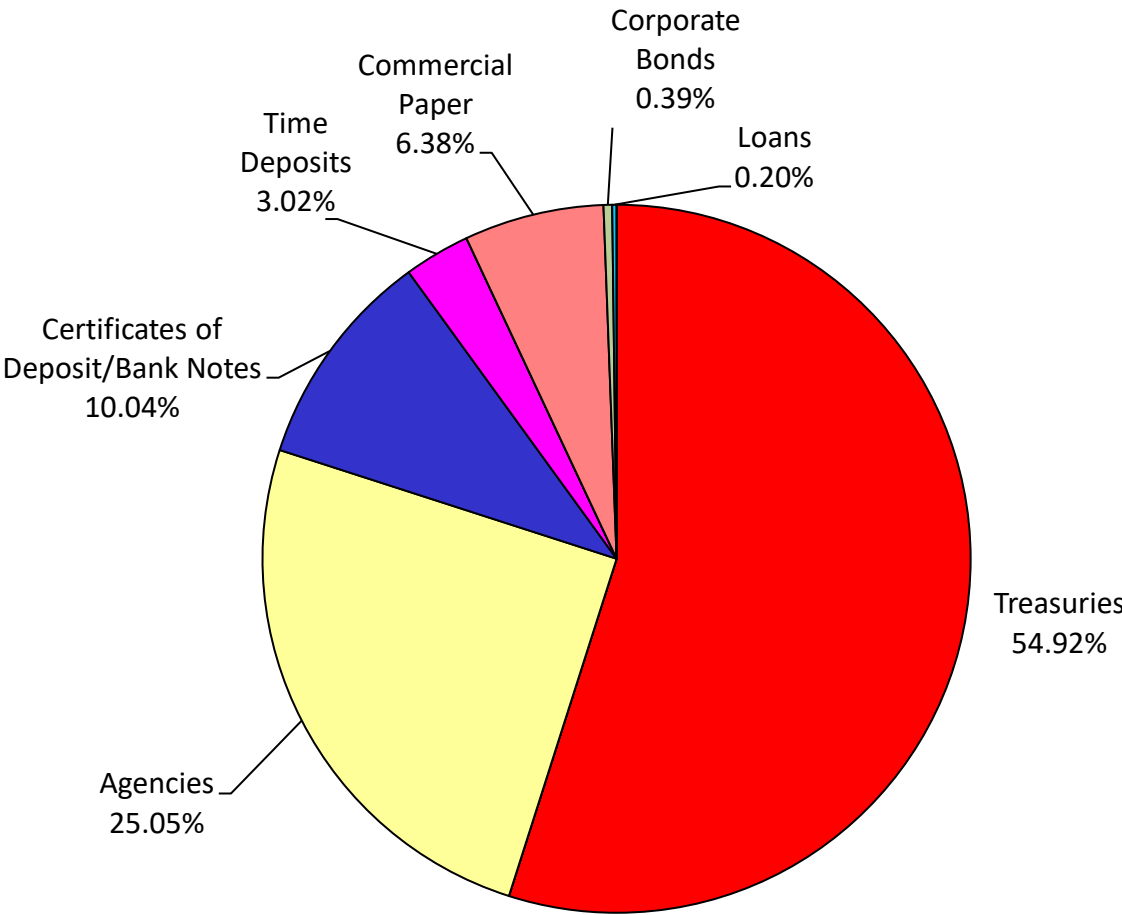


Chart does not include \$2,059,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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

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

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:
⁽¹⁾ State of California, Office of the Treasurer
⁽²⁾ State of California, Office of the Controller



Invesco Treasury Portfolio

Short-Term Investments Trust

Data as of March 31, 2024
Corporate Class

Fund Information

Inception	August 01, 2005
CUSIP	825252570
NASDAQ	TYCXX
Total Net Assets	\$30.79 billion
Reflects all classes of the portfolio.	
Weighted Average Maturity (WAM)	22 days
Weighted Average Life (WAL)	113 days

SEC Portfolio Liquidity Requirements (%)

1-day	63.17
7-day	96.09

Ratings²

Standard & Poor's	AAAm
Moody's	Aaa-mf
Fitch Ratings	AAAmf

NAIC Requirements

National Association of Insurance Commissioners (NAIC)
Meets NAIC requirement of a 0% capital reserve for a purchase by insurance companies.

Management Team

Laurie Brignac, Joe Madrid, Brandon Maitre,
Justin Mandeville, Marques Mercier, Wesley Rager,
Jennifer Brown, Ripal Tilara, and Bryn Zinser

All data provided by Invesco unless otherwise stated.

1 iMoneyNet, Inc. is an independent mutual fund performance monitor. The Government Institutional Category is an unmanaged group of money market funds with similar investment objectives and pricing structures as the Corporate Class of the Invesco Treasury Portfolio. iMoneyNet performance figures represent the category average. An investment cannot be made into the category.

2 A credit rating is an assessment provided by Nationally Recognized Statistical Ratings Organization (NRSRO) of the creditworthiness of an issuer with respect to debt obligations, including specific securities, money market instruments or other debts. Fund ratings are subject to change and are based on several factors, including an analysis of a portfolio's overall credit quality, market price exposure and management. Fund ratings are provided to indicate the creditworthiness of the underlying holdings in the portfolio and offer a forward-looking opinion about fixed income funds' capacity to maintain stable principal (net asset value). The ratings will generally range from AAA (highest) to D (lowest). For more information on rating methodologies, please visit the following NRSRO websites: www.standardandpoors.com and select "Understanding Ratings" under Rating Resources on the homepage; www.moody.com and select "Rating Methodologies" under Research and Ratings on the homepage; www.fitchratings.com and select "Ratings Definitions" on the homepage.

3 S&P credit quality ratings reflect the ratings of the underlying securities in the portfolio and are subject to change without notice. A-1 represents the highest rating assigned indicating that the degree of safety regarding timely payment is strong. Securities that possess extremely strong safety characteristics are denoted with a plus sign (+) designation.

4 Portfolio composition is subject to change. An investment category listed with "other" in the name indicates that the underlying holdings did not fall into the SEC's more narrowly defined investment categories.

You could lose money by investing in the Fund. Although the Fund seeks to preserve your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not a bank account and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor is not required to reimburse the Fund for losses, and you should not expect that the sponsor will provide financial support to the Fund at any time, including during periods of market stress.

Investment Objective

Provide current income consistent with preservation of capital and liquidity.

Permissible Investments

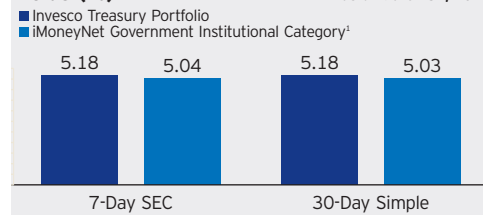
The fund pursues its objective by investing primarily in short-term, high-credit-quality money market instruments. These instruments are direct obligations of the US Treasury and repurchase agreements backed by Treasury obligations.

Fund Highlights

- The portfolio management team follows a conservative investment process with respect to minimal credit risk, interest rate risk and liquidity.
- The fund is designed for short- to medium-term cash investments, operating cash, cash sweeps and the liquidity components of investment portfolios.
- The fund aims to preserve capital, maintain liquidity and produce a competitive yield.

Yields (%)

as of March 31, 2024

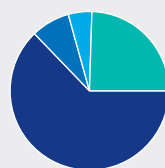


The performance data quoted represents past performance. Past performance does not guarantee future results and current performance may be lower or higher than the performance data quoted above. The investment return and principal value of your investment will fluctuate so that your shares, when redeemed, may be worth more or less than their original cost. You may obtain performance data current to the most recent month-end by visiting invesco.com. The SEC yield listed reflects fee waivers and/or expense reimbursements in effect for the period. Had the Adviser not waived fees and/or reimbursed expenses, your 7-day SEC yield would have been 5.14%. Average annual total returns reflect reinvested distributions, net of expenses for the periods. The 7-day SEC yield more closely reflects the current earnings of the fund than the total returns shown.

Portfolio Composition (%) ⁴

SEC Investment Category	(%)
U.S. Treasury Repurchase Agreement	73.3
U.S. Treasury Debt	26.7

Maturity Schedule (%)



Maturity schedule is based on weighted average maturity and is subject to change.

Average Annual Total Returns (%)

as of March 31, 2024

Period	(%)
Inception	1.41
10 Years	1.33
5 Years	2.02
3 Years	2.76
1 Year	5.72

Simple Monthly Yields

as of March 31, 2024

Period	(%)
March 2024	5.18
February	5.18
January	5.20
December	5.23
November	5.25
October	5.23
September	5.21
August	5.21
July	5.03
June	4.99
May	4.96
April 2023	4.73

30-day simple and simple monthly yield are the sum of the distribution rates for the number of days in the yield period annualized by 365 and divided by net asset value (NAV).

This does not constitute a recommendation of any investment strategy or product for a particular investor. Investors should consult a financial professional before making any investment decisions.

NOT A DEPOSIT | NOT FDIC-INSURED | NOT GUARANTEED BY THE BANK | MAY LOSE VALUE | NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY

This report must be accompanied or preceded by a currently effective fund prospectus, which contains more complete information, including fees and expenses. Read it carefully before investing.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 23, 2024

TO: Mayor and Council Members

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

ISSUE: Proposed First Amendment to Civic Center Office Lease with NY&A, LLC, a California Limited Liability Company, for 24031 El Toro Road, Suite 210, Laguna Hills, California

RECOMMENDATION: That the City Council: 1) Approve the first amendment to the lease agreement with NY&A, LLC, a California Limited Liability Company, for 24031 El Toro Road, Suite 210, Laguna Hills, California; and 2) Authorize the City Manager to make minor modifications, as necessary, to the first amendment to the lease agreement and to execute the first amendment to the lease agreement.

SUMMARY:

City staff and the Civic Center property management company have negotiated a five-year lease renewal with NY&A, LLC, a California Limited Liability Company, for 24031 El Toro Road, Suite 210. The space is currently occupied by Align Wealth Advisors, a financial management company, and has been leasing space in the Civic Center since July 2019. The following is a summary of the key lease terms and financial analysis:

Commencement Date:	July 1, 2024
Term:	Sixty (60) months
Rentable Square Feet:	1,987
Upfront Capital:	\$8,133 (Estimated)

Proposed Civic Center Office Lease for 24031 El Toro Road, Ste 210

April 23, 2024

Page 2

Base Rent:	Months 1-12: \$5,106.59/month (~\$2.57/SF/mo)
	Months 13-24: \$5,259.79/month (~\$2.65/SF/mo)
	Months 25-36: \$5,417.58/month (~\$2.73/SF/mo)
	Months 37-48: \$5,580.11/month (~\$2.81/SF/mo)
	Months 49-60: \$5,747.51/month (~\$2.89/SF/mo)
Total Base Rent Payments:	\$325,339

The Base Rent schedule reflects a 3% annual increase.

The Base Rent excludes the lessee's share of eligible operating expenses (also known as common area maintenance charges).

Upfront Capital includes leasing commissions and tenant improvements (or allowances for tenant improvements). No tenant improvements or other concessions were given with the negotiated first amendment to the proposed lease. Essex Realty, per the terms of the existing property management agreement, will receive approximately \$8,133 for its lease commission (2.5% of total rent consideration). This is substantially lower than what would have been paid in commissions to the procuring broker if the space had been leased to someone not currently a tenant. Thus, the Upfront Capital for this lease renewal only consists of commissions to Essex Realty. The first amendment to the lease has been included as an attachment to this staff report. City staff is recommending approval of the lease.

FISCAL ANALYSIS:

If the proposed lease amendment is approved and the lessee makes all payments as outlined in the lease, the City will receive \$317,205 plus additional common area maintenance charge revenue over the course of the 60-month lease.

ATTACHMENTS:

- First Amendment to Lease



First AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made and entered into as of April 10, 2024, by and between The City of Laguna Hills, a municipal corporation organized and existing under the laws of the State of California ("Lessor") and NY&A, LLC a California limited liability company ("Lessee").

WHEREAS, on or about February 12, 2019 a Lease was entered into by and between Lessor and Lessee relating to certain real property commonly known as (street address, city, state, zip): 24031 El Toro Road, Suite 210, Laguna Hills, CA 92653 (the "Premises"), and

WHEREAS, Lessor and Lessee ☐ have ☒ have not previously amended said Lease, and

WHEREAS, the Lessor and Lessee now desire to amend said Lease,

NOW, THEREFORE, for payment of TEN DOLLARS and other good and valuable consideration to Lessor, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to make the following additions and modifications to the Lease:

☒ TERM: The Expiration Date is hereby ☐ advanced ☒ extended to June 30, 2029.

☐ AGREED USE: The Agreed Use is hereby modified to: _____.

☒ BASE RENT ADJUSTMENT: Monthly Base Rent shall be as follows: _____

July 1, 2024 - June 30, 2025 Base Rent shall be \$5,106.59 per month.

July 1, 2025 - June 30, 2026 Base Rent shall be \$5,259.79 per month.

July 1, 2026 - June 30, 2027 Base Rent shall be \$5,417.58 per month.

July 1, 2027 - June 30, 2028 Base Rent shall be \$5,580.11 per month.

July 1, 2028 - June 30, 2029 Base Rent shall be \$5,747.51 per month.

☒ OTHER: Lessor currently holds a Security Deposit from Lessee in the amount of \$5,106.59.

Base year will remain 2019.

Confidentiality: Lessee shall use reasonable efforts to keep confidential and shall not disclose the terms and conditions set forth in this Amendment, including, without limitations, the basic rent and additional rent, the term of the Lease and any extensions, and all other financial terms, without prior written consent of the Lessor. Except: (1) to Lessee's directors, officers, partners, legal counsel, accountants, financial advisors and similar professionals and consultants to the extent that Lessee deems it necessary or appropriate in connection with the Amendment transaction contemplated hereunder (and Lessee shall inform each of the foregoing parties of Lessee's obligations under this Section) or (2) as otherwise required by law or regulation. Any violation of this shall be considered a default under the Lease.

This Amendment shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Amendment and any uncertainty and ambiguity shall not be interpreted against any one party. Signatures to this Amendment accomplished by means of electronic signature or similar technology shall be legal and binding.

All other terms and conditions of this Lease shall remain unchanged and shall continue in full force and effect except as specifically amended herein.

EXECUTED as of the day and year first above written.

By Lessor:

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

By: _____

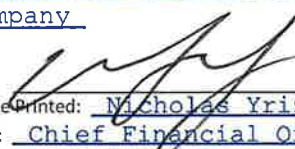
Name Printed: Jarad Hildenbrand

Title: City Manager

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By Lessee:

NY&A, LLC a California limited liability company

By: 

Name Printed: Nicholas Yrizarry

Title: Chief Financial Officer

Phone: 949-715-8585

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Page 1 of 2

Phone: _____
 Fax: _____
 Email: _____

Fax: 949-326-5637
 Email: nick@alignwealthadvisors.com

By: _____
 Name Printed: _____
 Title: _____
 Phone: _____
 Fax: _____
 Email: _____
 Address: _____
 Federal ID No.: _____

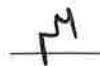
By: _____
 Name Printed: _____
 Title: _____
 Phone: _____
 Fax: _____
 Email: _____
 Address: _____
 Federal ID No.: _____

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Attachment: First Amendment to Lease (3496 : Proposed Civic Center Office Lease for 24031 El Toro Road, Ste 210)

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 Page 2 of 2



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☒ Lessor ☐ Lessee

Date: 4/10/24

☐ Buyer ☐ Seller ☐ Lessor ☒ Lessee

Date: 4/10/24

Agent: Essex Realty Management, Inc. DRE Lic. # 00965485
Real Estate Broker (Firm)

By: Jay Neiger DRE Lic. #: 02081393 Date: 4/10/2024
(Salesperson or Broker-Associate)

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Page 1 of 4

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

Attachment: First Amendment to Lease (3496 : Proposed Civic Center Office Lease for 24031 El Toro Road, Ste 210)

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Page 2 of 4

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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Page 3 of 4

prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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Attachment: First Amendment to Lease (3496 : Proposed Civic Center Office Lease for 24031 El Toro Road, Ste 210)

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Page 4 of 4



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 23, 2024

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager/Community Services Director

ISSUE: Network Servers Upgrade Project

RECOMMENDATION: That the City Council approve the project and authorize the City Manager to purchase the network server equipment and software identified in the staff report.

SUMMARY:

The City's current Dell network server hardware, installed in October 2016, is over seven years old and needs to be replaced. The server hardware is no longer under manufacturer warranty. Additionally, the VMware¹ software installed on these machines needs to be upgraded to version 8.0. Our current VMware version 6.7 is at end of life and is no longer supported.

This network upgrade project is already included in the City's current Biennial Budget with monies available to support it. Working with the City's Information Technology (IT) support consultant, Abtech Technologies, Inc. (Abtech), staff developed the hardware and software specifications for this project. The primary components of this project are:

¹ VMware is server virtualization software. Virtualization software creates an abstraction layer over server hardware that allows the hardware elements of a single server—processors, memory, storage, and more—to be divided into multiple virtual servers, commonly called virtual machines (VMs). Each virtual machine runs its own operating system (OS) and behaves like an independent server, even though it is running on a portion of the actual underlying server hardware.

Server virtualization enables more efficient utilization of server hardware and enables a greater return on an organization's hardware investment by serving more users with their existing physical server hardware infrastructure.

Network Server Upgrade Project

April 23, 2024

Page 2

-
- 1) 3 Dell PowerEdge Servers at the Civic Center;
 - 2) 1 Dell PowerEdge Server at the Community Center;
 - 3) 1 Dell PowerVault Storage Array at the Civic Center;
 - 4) VMware software licenses for all hardware;
 - 5) Consulting Services with Abtech Technologies. The City Council approved an IT support services agreement with Abtech on December 12, 2023. The scope of work under this agreement allows for Abtech to assist with special IT projects like this one.

Staff followed the informal procedures for IT related purchases as outlined in the Laguna Hills Municipal Code (LHMC) for the Dell hardware (i.e Dell PowerEdge Servers and PowerVault Storage Array). The amounts of the quotes received are summarized below.

TABLE 1. Dell hardware quotes

<u>Vendor</u>	<u>Cost</u>
Dell (<i>Abtech Account</i>)	\$64,647
Dell (<i>City Account</i>)	\$71,144
CDWG	\$86,950

Once this project is approved, Abtech will assist City staff with the installation of the new hardware and software with minimal impact to City operations. It is estimated that the project will take approximately three days to complete. In addition to the inherent benefits of replacing old hardware and software with new equipment—including support under manufactures' warranties—this project will also benefit the City's IT operations by enhancing disaster recovery and data redundancy.

FISCAL IMPACT:

The total estimated cost for this project is \$90,337 and is summarized in the table below. The cost for this project is covered under the City's budget. The quotes for the hardware, software, and consulting services for this project are attached to this staff report.

Network Server Upgrade Project

April 23, 2024

Page 3

TABLE 2. PROJECT COST

<u>Project Component</u>	<u>Cost</u>
Dell PowerEdge Servers and Storage Array	\$ 64,647
Vmware Software Licenses	\$ 8,290
Abtech Consulting Services	\$ 12,400
Project Contingency	\$ 5,000
Total Project Estimated Cost	\$ 90,337

ATTACHMENTS:

- Project Quotes



Quote Name:	City of Laguna Hills - ME5024 hybrid 18TiBu - 4x R660xs	Sales Rep	Tanner Lee
		Phone	(800) 456-3355, 6178991
Quote No.	3000173553793.3	Email	Tanner_Lee@Dell.com
Total	\$64,646.73	Billing To	ROBERT OROS
Customer #	20991635		CITY OF LAGUNA HILLS
Quoted On	Apr. 16, 2024		24035 EL TORO RD
Expires by	May. 16, 2024		LAGUNA HILLS, CA 92653-3103
Contract Name	Dell NASPO Computer Equipment PA - California		
Contract Code	C000001115143		
Customer Agreement #	23026 / 7-23-70-55-01		
Solution ID	18894675.3		
Deal ID	27293046		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Tanner Lee

Product	Unit Price	Quantity	Subtotal
Dell ME5024 Storage Array - [AMER_ME5024_15247]	\$27,801.53	1	\$27,801.53
PowerEdge R660xs - Larger Config	\$8,419.94	3	\$25,259.82
PowerEdge R660xs - Smaller Config	\$7,569.79	1	\$7,569.79
12Gb HD-Mini to HD-Mini SAS Cable, 2M, Customer Kit	\$43.20	6	\$259.20
Subtotal:			\$60,890.34

Attachment: Project Quotes (3495 : Network Server Upgrade Project)

Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$12,420.98
Taxable Amount:	\$48,469.36
Estimated Tax:	\$3,756.39

Total: \$64,646.73

Shipping Group Details

Shipping To
 ROBERT OROLS
 CITY OF LAGUNA HILLS
 24035 EL TORO RD
 LAGUNA HILLS, CA 92653-3103
 (949) 707-2600

Shipping Method
 Standard Delivery

Dell ME5024 Storage Array -
[AMER_ME5024_15247]
 Estimated delivery if purchased today:
 May. 03, 2024
 Contract # C000001115143
 Customer Agreement # 23026 / 7-23-70-55-01

Unit Price **Quantity** **Subtotal**
 \$27,801.53 1 \$27,801.53

Description	SKU	Unit Price	Quantity	Subtotal
Dell ME5024 Storage Array	210-BBOO	-	1	-
12Gb SAS 8 Port Dual Controller	403-BCPD	-	1	-
Rack Rails 2U	770-BECR	-	1	-
ME Series 2U Bezel	325-BDDO	-	1	-
Power Supply, 580W, Redundant, WW	450-ALXL	-	1	-
Dell PowerVault ME Series 2U-24, CE Marking	389-EERY	-	1	-
Dell ME5024 Shipping	340-DCGF	-	1	-

Attachment: Project Quotes (3495 : Network Server Upgrade Project)

Dell Hardware Limited Warranty	871-8034	-	1	-
ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended	892-4165	-	1	-
ProSupport 4-Hour 7x24 Onsite Service 3 Years	892-4166	-	1	-
ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years	892-4390	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
On-Site Installation Declined	900-9997	-	1	-
2.4TB 10K RPM SAS ISE 12Gbps 512e 2.5in Hot-plug Hard Drive	400-AUTO	-	9	-
1.92TB SSD SAS Read Intensive up to 24Gbps 512e 2.5in Hot-Plug 1WPD, AG Drive	345-BEMG	-	5	-
Hard Drive Filler 2.5in, single blank	400-AEPR	-	10	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	1	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	1	-
Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15	450-AAME	-	1	-
Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15	450-AAME	-	1	-

PowerEdge R660xs - Larger Config

Estimated delivery if purchased today:

May. 01, 2024

Contract # C000001115143

Customer Agreement # 23026 / 7-23-70-55-01

Unit Price	Quantity	Subtotal
\$8,419.94	3	\$25,259.82

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R660xs	210-BFUZ	-	3	-

Attachment: Project Quotes (3495 : Network Server Upgrade Project)

Trusted Platform Module 2.0 V3	461-AAIG	-	3	-
2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 2 CPU	470-AFQI	-	3	-
Intel Xeon Silver 4514Y 2G, 16C/32T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400	338-CPBZ	-	3	-
Intel Xeon Silver 4514Y 2G, 16C/32T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400	338-CPBZ	-	3	-
Additional Processor Selected	379-BDCO	-	3	-
Heatsink for 2 CPU configuration (CPU less than or equal to 150W)	338-CHQT	-	3	-
Performance Optimized	370-AAIP	-	3	-
5600MT/s RDIMMs	370-BBRX	-	3	-
RAID 1	780-BCDN	-	3	-
PERC H755 SAS Front	405-AAZB	-	3	-
Front PERC Mechanical Parts, front load	750-ACFR	-	3	-
Power Saving Dell Active Power Controller	750-AABF	-	3	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	3	-
No Energy Star	387-BBEY	-	3	-
Standard Fan X7	384-BDJC	-	3	-
Dual, Hot-plug, Power Supply Redundant (1+1), 800W, Mixed Mode, NAF	450-AIQX	-	3	-
Riser Config 1, Low Profile, 1x16 LP Slots (Gen4) + 2x8 LP Slot (Gen4), 2CPU	330-BCBY	-	3	-
PowerEdge R660xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM, MX, MLK	338-CNWJ	-	3	-

Broadcom 57454 Quad Port 10GbE Base-T Adapter, OCP NIC 3.0	540-BDOT	-	3	-
Dell HBA355e Adapter Full Height/Low Profile, DIB	405-AAZR	-	3	-
Dell Luggage Tag, 0/6/8/10	325-BEUF	-	3	-
PowerEdge 1U Standard Bezel	325-BEVH	-	3	-
BOSS-N1 controller card + with 2 M.2 480GB - (RAID 1)	403-BCRT	-	3	-
Riser for Boss	490-BJKK	-	3	-
VMware ESXi 7.0 U3 Embedded Image (License Not Included)	634-BWZG	-	3	-
No Media Required	605-BBFN	-	3	-
iDRAC9, Enterprise 16G	528-CTIC	-	3	-
No Quick Sync	350-BCEM	-	3	-
iDRAC,Factory Generated Password	379-BCSF	-	3	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	3	-
iDRAC Group Manager, Disabled	379-BCQY	-	3	-
A11 drop-in/stab-in Combo Rails Without Cable Management Arm	770-BCJI	-	3	-
Cable Management Arm	770-BDZL	-	3	-
PowerEdge R660xs Shipping	340-DCZI	-	3	-
PowerEdge R660xs, 8x2.5, Short Drive Shipping Material	340-DFKP	-	3	-
PowerEdge R660xs HS5610 Label, CCC Marking, No CE Marking, for below 1300W PSU	389-FBMC	-	3	-

ProSupport 7x24 Technical Support and Assistance 5 Years	892-9152	-	3	-
ProSupport Next Business Day On-Site Service After Problem Diagnosis 5 Years	892-9161	-	3	-
Dell Hardware Limited Warranty Plus On-Site Service	892-9164	-	3	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	3	-
16GB RDIMM, 5600MT/s, Single Rank	370-BBRQ	-	36	-
480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	400-AXTV	-	6	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	6	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	6	-
		Unit Price	Quantity	Subtotal
		\$7,569.79	1	\$7,569.79

PowerEdge R660xs - Smaller Config

Estimated delivery if purchased today:

May. 01, 2024

Contract # C000001115143

Customer Agreement # 23026 / 7-23-70-55-01

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R660xs	210-BFUZ	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 1 CPU	470-AFQK	-	1	-
Intel Xeon Silver 4514Y 2G, 16C/32T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400	338-CPBZ	-	1	-
No Additional Processor	374-BBBX	-	1	-
Heatsink for 1 CPU configuration (CPU less than or equal to 150W)	338-CHQS	-	1	-
Performance Optimized	370-AAIP	-	1	-

5600MT/s RDIMMs	370-BBRX	-	1	-
RAID 5	780-BCDP	-	1	-
PERC H755 SAS Front	405-AAZB	-	1	-
Front PERC Mechanical Parts, front load	750-ACFR	-	1	-
Power Saving Dell Active Power Controller	750-AABF	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
No Energy Star	387-BBEY	-	1	-
Standard Fan X5	384-BDII	-	1	-
Dual, Hot-plug, Power Supply Redundant (1+1), 800W, Mixed Mode, NAF	450-AIQX	-	1	-
No PCIe Riser	330-BCCB	-	1	-
PowerEdge R660xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM, MX, MLK	338-CNWJ	-	1	-
Broadcom 57454 Quad Port 10GbE Base-T Adapter, OCP NIC 3.0	540-BDOT	-	1	-
Dell Luggage Tag, 0/6/8/10	325-BEUF	-	1	-
PowerEdge 1U Standard Bezel	325-BEVH	-	1	-
BOSS-N1 controller card + with 2 M.2 480GB - (RAID 1)	403-BCRT	-	1	-
Riser for Boss	490-BJKK	-	1	-
VMware ESXi 7.0 U3 Embedded Image (License Not Included)	634-BWZG	-	1	-
No Media Required	605-BBFN	-	1	-

iDRAC9, Enterprise 16G	528-CTIC	-	1	-
No Quick Sync	350-BCEM	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
A11 drop-in/stab-in Combo Rails Without Cable Management Arm	770-BCJI	-	1	-
Cable Management Arm	770-BDZL	-	1	-
PowerEdge R660xs Shipping	340-DCZI	-	1	-
PowerEdge R660xs, 8x2.5, Short Drive Shipping Material	340-DFKP	-	1	-
PowerEdge R660xs HS5610 Label, CCC Marking, No CE Marking, for below 1300W PSU	389-FBMC	-	1	-
ProSupport 7x24 Technical Support and Assistance 5 Years	892-9152	-	1	-
ProSupport Next Business Day On-Site Service After Problem Diagnosis 5 Years	892-9161	-	1	-
Dell Hardware Limited Warranty Plus On-Site Service	892-9164	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
16GB RDIMM, 5600MT/s, Single Rank	370-BBRQ	-	8	-
2.4TB Hard Drive SAS ISE 12Gbps 10K 512e 2.5in Hot-Plug	161-BCBX	-	5	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	2	-
		Unit Price	Quantity	Subtotal

12Gb HD-Mini to HD-Mini SAS Cable, 2M, Customer Kit
Estimated delivery if purchased today:
Apr. 29, 2024
Contract # C000001115143
Customer Agreement # 23026 / 7-23-70-55-01

Description	SKU	Unit Price	Quantity	Subtotal
Dell 12Gb HD-Mini to HD-Mini SAS Cable 2M	470-AATP	-	6	-

Subtotal:	\$60,890.34
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$3,756.39
Total:	\$64,646.73

**Southern Computer Warehouse**

1395 S. Marietta Parkway
Building 300
Marietta, Georgia 30067
United States
<http://www.scw.com>
(P) 877-GOTOSCW
(F) 770.579.8937

Quote (Open)**4.6.a****Date**

Mar 26, 2024 02:41 PM EDT

Modified Date

Mar 26, 2024 06:27 PM EDT

Quote #

1819165 - rev 1 of 1

Description

VMware - VMware vSphere Essentials Plus

SalesRep

Ortiz, Andres
(P) 877-GOTOSCW ext. 320

Customer Contact

Oros, Robert
(P) 949-707-2613
roros@lagunahillsCA.gov

Customer

City of Laguna Hills CA (C00109410)
Oros, Robert
24035 El Toro Rd
Laguna Hills, CA 92653
United States
(P) 949-707-2600

Bill To

City of Laguna Hills CA
Payable, Accounts
24035 El Toro Rd
Laguna Hills, CA 92653
United States
(P) 949-707-2600

Ship To

City of Laguna Hills CA
REF, PO
24035 El Toro Rd
Laguna Hills, CA 92653
United States
(P) 949-707-2600

Customer PO:	Terms: Undefined	Ship Via: GROUND
Special Instructions:		Carrier Account #:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		VMware - VSPHERE ESSLPL 3-YR PP COMMIT VLIC /96 CORE PK	VSP-ESPL-TD-TL-3P-C	No	1	\$8,289.47	\$8,289.47

Contract

Open Market - Open Market

Thank you.

Subtotal: \$8,289.47
Tax (7.7500%): \$0.00
Shipping: \$0.00
Total: \$8,289.47

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last. All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced. All prices are subject to change without notice. Supply subject to availability.

**Attachment: Project Quotes (3495 : Network Server Upgrade Project)**

Number ABTQ16433
Date Apr 2, 202
Expires Apr 26, 202
Terms NET 3

Prepared For	Ship To	Account Executive
City of Laguna Hills Robert Oros roros@lagunahillsca.gov	City of Laguna Hills Robert Oros 24035 El Toro Road Laguna Hills, CA 92653	Todd Darr (760) 827-5100 ext 253 tdarr@abtechtechnologies.com

Qty	Part No.	Description	Unit Price	Ext. Price
15	CNSLT-BH-MSP	Consulting, Estimated Onsite Business Hours - as per attached Statement of Work	\$190.00	\$2,850
25	CNSLT-BH-MSP	Consulting, Estimated Remote Business Hours - as per attached Statement of Work	\$170.00	\$4,250
20	CNSLT-AH-MSP	Consulting, Estimated Remote After Hours - as per attached Statement of Work	\$220.00	\$4,400
5	CNSLT-MGMT-MSP	Consulting, Estimated Business Hours - Project Management	\$90.00	\$450
5	TRAVEL	Estimated Travel Hours - as per the attached Statement of Work	\$90.00	\$450

Attachment: Project Quotes (3495 : Network Server Upgrade Project)

SubTotal:	\$12,400.00
*Tax:	\$0.00
*Shipping:	\$0.00
Total:	\$12,400.00

***Taxes and shipping are an estimate and may differ from the final invoice. Price reflects a cash discount. To use an alternative payment method, contact your account executive.**

Any order based on the above quotation, statement of work, or proposal is subject to Abtech's Terms and Conditions of Sale ("Terms") effective the date of execution of order and incorporated by reference as if fully set herein as a full and binding part of the order. Terms are available at: <http://www.abtechtechnologies.com/s/Abtech-terms-and-conditions.pdf> and may be sent by mail or fax upon request. Client agrees to have read and intends to be bound by Abtech's Terms by executing an order with Abtech. Client agrees that the order is executed when (a) both parties physically or digitally sign an agreement; (b) both parties (or optionally Client only at Abtech's discretion) electronically sign via a purchasing portal, website or order; or (c) Abtech accepts a transactional document (eg. purchase order, purchase requisition, etc.) that explicitly reference the quotation, Service Order, proposal, Agreement, or Addendum and terms and conditions thereof. Abtech limits acceptance to the Terms and objects to any additional or different terms in the Purchase order or other form of acceptance. Some products and services, including but not limited to maintenance, StorTrust, hosting, and managed services have an additional Master Service Agreement ("MSA") and service specific Addendum which are in addition to Abtech's Terms and are likewise incorporated by reference as if fully set herein as a full and binding part of the order. By purchasing and using the StorTrust S3 Cloud Archive, Client unconditionally agrees to the StorTrust S3 Cloud Archive Agreement located at <https://www.abtechtechnologies.com/s/StorTrust-Cloud-Archive-Agreement.pdf>

City of Laguna Hills Cluster Refreshment

Scope of Work for Implementation Service

1 Summary of Services

Implementation and configuration of new 3 node Dell cluster and 1 SAN at the City Hall Data Center and 1 Host at the Community Center.

Key steps:

- Installation and configuration of Dell nodes and storage into new ESXi cluster at Civic Center
- Installation and configuration of Dell node at Community Center
- VM Migration to new cluster hosts

1.1 Specific Services Delivered

Abtech will deliver the Service in the following Phases:

Phase	Description	Performed By	Location
1.0	Pre-Implementation		
	Project Kick-off • Prior to starting project, have conference call with Customer stakeholders to: ○ Review the project Scope and approach. ○ Discuss service readiness of environment: ▪ Verify status, configuration, and accessibility of existing environment. ○ Plan and schedule the installation and configuration tasks. • Assign the pre-installation responsibilities between Customer and Abtech. • Review physical requirements: rack space, power, network connections, network configuration information. • Verify software requirements, licensing, etc. • Exchange contact, procedural, and schedule information between Customer and Abtech.	Abtech & Customer	Remote
	Billable Milestone?	No	

2.0	Implementation		
2.1	Onsite Installation. Abtech will: • Unpack and inspect hardware. • Rack, mount, and/or position the product & components. • Install and route power cables. • Connect, route, and label host to storage connectivity cables. • Power on equipment • Check for error lights, obvious issues. • Connect iDRAC controllers to local network. • Verify iDRAC connectivity with remote Abtech engineer. • Remove any packaging from customer site.	Abtech	On site
2.2	Abtech Services will perform the following steps: • Perform pre-deployment validation to verify requirements are met. • Validate that the Customers external vCenter meets the requirements for cluster deployment. • Configure cluster. • Verify that the nodes are added to the cluster. • Complete deployment verification. • Complete solution deployment validation. • Upgrade all nodes in the host cluster to latest software version. • Conduct a basic Knowledge Transfer.	Abtech	Remote
	<u>Completion criteria:</u> Hosts and storage are installed and configured on customer network. VMware configured ready to accept customer VMs.		
	Billable Milestone?	Yes	
2.3	VM Migration. Abtech consultant will: • Migrate Virtual Servers from old hosts to new hosts. • Migrate data and applications for new storage. • Test and Document • Decommission old ESXi hosts and storage.	Abtech	Remote
	<u>Completion criteria for this phase:</u> VMware servers and applications successfully migrated to new hosts and storage. Tested and documented.		
	Billable Milestone?	Yes	Remote

On-Site Hours	15
Remote Business Hours	25
Remote OBH	20
Project Management	5
Total	65

2 Program Management

In the delivery of the Services, each party shall assign a single point of contact ("Program Manager") to serve as the lead for each party. The Program Manager for Abtech and Customer shall have the responsibilities set forth below:

Assumptions:

STATEMENT ON COVID-19: In response to the COVID-19 pandemic, Abtech may review customers' COVID-19 site policies and require customers to acknowledge Abtech Return to Work Policy before performing onsite work or may intentionally limit onsite work at our discretion. In all cases Abtech employees will adhere to local, state, and federal guidelines related to the pandemic, to include minimizing contact with surfaces, using appropriate PPE, and practicing social distancing. In the event that Abtech cannot perform onsite work for any reason, we will perform the work remotely to the extent possible or reschedule the work for a later date.

2.1 Abtech Program Management Responsibilities

1. Abtech agrees not to commence delivery of these Services with the Customer until such time that the Scope of Work is fully executed with Services coordinated by the Abtech Contact.
2. Upon completion of the fully executed Scope of Work, a Project Manager will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on the PO shall be void and have no effect on this Scope of Work.
3. The provision of the Services does not include the development of any intellectual property created solely and specifically for Abtech or the Customer under this Scope of Work.
4. Any tasks not specifically included in this statement of work must be agreed to in a written change order by all parties involved.
5. Project tasks may be performed remotely at the discretion of Abtech's project manager.
6. The customers network infrastructure is free from any errors/warnings that would prevent the project tasks from completing successfully.
7. Abtech may require the customer to completely remediate any problems/issues identified that prevent the successful completion of the project scope prior to the kick-off of the project.
8. Any included Knowledge Transfer is not intended to replace manufacturer certified training.
9. Abtech requires that Customer maintains an active support contract with all software and hardware vendors whose products are involved within this service engagement.

2.2 Customer Responsibilities

1. Customer is responsible for, and assumes any risk associated with any problems resulting from the content, completeness, accuracy and consistency of any data, materials and information supplied by Customer.
2. Customer is responsible for disconnecting and disposing of any legacy system(s).

3. Customer will ensure that necessary administrative usernames, passwords, etc. are available upon arrival, or that an administrative account of appropriate access is created for the duration of this contract.
4. Customer will provide reasonable after-hours, remote, and weekend access as requested by Abtech.
5. Customer is responsible for any necessary items (including software licenses) not specified for purchase in the quote.
6. Customer will be responsible for any reasonable shipping costs incurred by the shipment of equipment to Customer sites.
7. Customer specifies that any software to be installed by Abtech is properly licensed, and that software licensing is the responsibility of Customer.
8. All vSphere, vCenter, Horizon, and MS licensing will be provided by the customer.

2.3 Scope Boundaries

The Service is limited as follows:

In terms of	Sites	this Service is limited to	2
In terms of	Dell host	this Service is limited to	4
In terms of	SANs	this Service is limited to	1

Any Service requested of Abtech personnel to perform consulting or labor above and beyond the Scope or Scope Boundaries may require additional consulting hours to complete. A revised quotation and Scope of Work will be created, and work will begin once Customer approval has been received.

Per Abtech's Terms and Conditions of Sale, the pricing summary above reflects an estimate based on information provided by the Customer and for the work outlined above in the Statement of Work (SoW). Any deviation from Customer responsibilities may cause delay, additional hours to be invoiced, or a postponement of the entire project. Any additional work provided to the Customer beyond the work explicitly identified in the SoW shall be charged at Abtech's standard hourly rates for the type of Service and time of performance. Customer will be invoiced for additional number of hours required to complete the job to as close to Customer's satisfaction as is technically reasonable, subject to any minimum billing indicated above, plus travel and incidental expenses incurred.

Any sale or order based on the above quotation, statement of work, or proposal is subject to Abtech's Terms and Conditions of Sale ("Terms") effective the date of execution of order and which are incorporated by reference as if fully set herein as a full and binding part of the order.

The terms are available at: <http://www.abtechtechnologies.com/s/Abtech-terms-and-conditions.pdf> and also will be sent by mail or fax to Customer upon request. Customer agrees to have read and intends to be bound by Abtech's Terms by executing an order with Abtech.

Customer agrees that the order is executed when (a) both parties physically or digitally sign an agreement; (b) both parties (or optionally Customer only at Abtech's discretion) electronically sign via a purchasing portal or website an order; or (c) Abtech accepts a transactional document (e.g., purchase order, purchase requisition, etc.) that explicitly reference the quotation, Service Order, proposal, Agreement, or Addendum and terms and conditions thereof. Abtech limits acceptance to the Terms and objects to any other addition terms or different terms in the purchasers' order or any other forms of acceptance.

Some products and services, including but not limited to maintenance, StorTrust, hosting, and managed services have an additional Master Service Agreement (“MSA”) and service specific Addendum which must be executed, are in addition to Abtech’s Terms, and are likewise incorporated by reference as if fully set herein as a full and binding part of the order.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 23, 2024

TO: Mayor and Council Members

FROM: Holland Gannon
Community Services Manager

ISSUE: 2024 Fourth of July Celebration Pre-Event Report and Fireworks Agreement

RECOMMENDATION: That the City Council: 1) Receive and file the 2024 Fourth of July Celebration pre-event report; and 2) Approve the Fireworks Display Agreement between Fireworks and Stage FX America, LLC, and the City of Laguna Hills for 2024 and authorize the City Manager to execute the Agreement.

SUMMARY:

The City of Laguna Hills will host its annual 4th of July celebration at the Laguna Hills Sports Complex on Thursday, July 4, 2024. The special event will be held from 4:00 PM to approximately 9:30 PM and includes a number of activities in addition to the fireworks show as outlined in this report. An event estimated budget is also provided in this staff report under the Fiscal Impact section. Staff recommends that the Council authorize the City Manager to execute the attached proposed Fireworks Display Agreement ("Agreement") with Fireworks and Stage FX America, LLC ("FA"), for the 2024 fireworks display. The proposed show will have over one thousand, two hundred shells (1,200), be 20 minutes in length, and cost \$40,500.

BACKGROUND:

The City of Laguna Hills will host its annual 4th of July celebration at the Laguna Hills Sports Complex on Thursday, July 4, 2024. The event will begin at 4:00 PM and the following is the tentative schedule of the event:

Event Schedule

4:00 PM – 8:50 PM	Activities, games, food, and vendor/information booths
4:00 PM – 6:00 PM	Music provided by sound equipment vendor functioning as DJ with recorded music. Band setup.
5:45 PM – 5:55 PM	Speeches from historical reenactors
6:00 PM – 8:50 PM	Identity Theft live music
8:50 PM	Mayor’s Welcome/Comments/Presentation of Colors
9:00 PM	National Anthem
9:05 PM – 9:25 PM	Firework show

The elements for this event are further described below.

Activities/Games: Five (5) inflatables will be rented this year to provide activities for children. The anticipated inflatables are: Shooting Stars Basketball, Football Challenge, Skee Ball Inflatable, as well as two larger inflatable obstacle courses, Adrenaline Rush and 360 Extreme Obstacle Course.

Two (2) carnival rides have been reserved this year. Staff will not know the specific rides until closer to the event, but they will be similar to the 2023 event. Last year, the rides were “Tilt a Whirl” and “Sizzler”.

Face painting and children’s crafts will also be offered this year.

Music: This year staff has arranged for the band, Identity Theft, to provide musical entertainment. This high-energy band will be playing a wide range of hits.

The sound company hired for this event will provide music to the audience from 4:00 PM – 6:00 PM while Identity Theft sets up their equipment in the Town Green Gazebo. As was the case last year, additional speakers will be installed at the rear of the soccer fields to improve the audio reception of both the band and presenters.

2024 Fourth of July Celebration Pre-Event Report and Fireworks Agreement

April 23, 2024

Page 3

Additional Entertainment: Due to the popularity of historical reenactors at previous years' events, staff has booked the following characters: Abraham Lincoln, Mary Todd Lincoln, General Grant, Julia Grant, James Madison, and Betsy Ross. Reenactors will be available for photos as well as give speeches around 5:45 PM.

Food: Staff reached out to the non-profit groups that have previously sold food items at the event. To date, no non-profit groups have expressed an interest in participating at this time. Staff will continue to reach out to local non-profits. Last year, Laguna Hills High School Football Booster, Music Booster, and Water Polo Booster participated in the event and sold the following items:

- LHHS Football Boosters: soda, water and Gatorade
- LHHS Music Boosters: nachos, churros, popcorn, and candy
- LHHS Water Polo Boosters: shaved ice and water

To ensure that there is an adequate amount of food for those in attendance, staff will secure a minimum of five (5) food vendors for 4th of July event. Last year, the food vendors in attendance included:

- Porch Box
- The Blazin Truck (food truck)
- Delicias El Torito (food truck)
- Mc Kabob Grill (food truck)
- Pizza 120 (food truck)

Information Booths & Displays: It is planned to once again incorporate information booths and displays into the 4th of July event. Staff will coordinate what information is included in the City's information booth and what type of giveaways will be available to the public. Last year, informational booths at the event included the City of Laguna Hills booth, OC Sheriff booth and displays, Chamber of Commerce booth, and 3/5 Support Committee booth and 3/5 Marine displays.

Staff is in the process of coordinating what booths and displays will be at this year's event. "Team Dark Horse" will be present to support the adopted Marines of the 3/5 Battalion at this year's event. Marines from the 3/5 Battalion will also be present with static displays.

2024 Fourth of July Celebration Pre-Event Report and Fireworks Agreement

April 23, 2024

Page 4

2024 Fireworks Display Agreement

In accordance with the City's purchasing ordinance (LHMC 3-08.110(L), subsections (10) and (11)), contracts for recreation services and entertainment services are exempt from the informal procurement procedures established in Section 3-08.080 of the LHMC. Staff secured a proposal from FA. It is important to note that FA has a proven track record of success in producing the City's annual fireworks display, which is extremely important considering the fact that failed shows have occurred prior to contracting with FA. Additionally, there was no price change from the 2023 to 2024 proposal.

Staff's recommendation is for the City Council to approve the attached proposed Agreement and to authorize the City Manager to execute the Agreement with FA for this year's fireworks show (Attachment 1). The proposed show for 2024 consists of approximately one thousand one hundred (1,200) shells, at a cost of \$40,500. The fireworks display will be approximately 20 minutes in length. City Council approved the same display for the 2023 event and it was well-received by the public.

FISCAL IMPACT:

The budget for this year's 4th of July event is \$95,500 including a \$40,500 fireworks budget. See the table below for event budget details.

2024 4th of July Event Budget Estimate Summary

Band	\$5,000
Electrician	\$2,000
Character Actors	\$1,100
Face Painters	\$1,000
Firework Display	\$40,500
Inflatables	\$3,800
Janitorial and HS Custodial	\$1,100
Misc/supplies	\$1,500
OC Sheriff	\$14,000
Portables (toilets/sinks)	\$2,500
Rentals (tables, chairs, booths)	\$2,500
Security	\$3,000
Sound Company	\$3,500
Two Carnival Rides	\$14,000
Total	\$95,500

2024 Fourth of July Celebration Pre-Event Report and Fireworks Agreement
April 23, 2024
Page 5

ATTACHMENTS:

- Attachment 1: Fireworks Display Agreement

FIREWORKS DISPLAY AGREEMENT Fireworks and Stage FX America, Inc.

THIS FIREWORKS DISPLAY AGREEMENT (the “Agreement”) is made, entered into, and effective this ____ day of April 2024, by and between the CITY OF LAGUNA HILLS, a California general law city organized and existing under the laws of the State of California (“City”), and FIREWORKS AND STAGE FX AMERICA, INC, a California corporation, dba FIREWORKS AMERICA (“FA”).

RECITALS

- A. FA designs, produces, and conducts public fireworks displays; and
- B. City desires to engage FA to design, produce and perform a public fireworks display on July 4, 2024, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, both parties hereto do mutually agree as follows.

AGREEMENT

1. Engagement. City hereby engages FA to provide to City one public fireworks display ("Display"), and FA accepts such engagement upon all of the promises, terms and conditions hereinafter set forth.

1.1 FA Duties. FA shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by City) relating to the Display, and insurance covering the Display. Subject to Paragraph 18, FA shall provide the Display in substantial conformance with the duration, quantities and format outlined in the “Independence Day” Scope of Work, a copy of which is attached hereto as Exhibit “A” and is incorporated herein by this reference and made a part of this Agreement as though set forth fully herein. In the event of any inconsistency between the terms contained in Exhibit “A” and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 City Duties. City shall provide the Site, as defined in Paragraph 2, for the discharge of the Display, access to the Site, security for the Site as set forth in Paragraph 11, and any authorization necessary for FA to utilize the Site for the Display.

1.3 FA Performance. As a material inducement to the City entering into this Agreement, FA acknowledges and understands that the Display contracted for under this Agreement requires specialized skills and abilities and that, consistent with this understanding, FA represents and warrants that it shall conduct the Display and perform all related services and work under this Agreement in a skillful and competent manner, and that it shall be held to a standard of quality and performance prevalent in the pyrotechnic industry for such Display service and work and with the standards recognized as being employed by contractors in the pyrotechnic field in the

State of California. FA further represents and warrants that it is skilled in the field of public fireworks displays and that it holds the necessary skills and abilities to satisfy the standard of quality and performance as set forth in this Agreement. FA further represents and warrants that it and all of its employees and subcontractors, if approved, providing services under this Agreement shall have sufficient skill and experience to perform the Display services and work assigned to them. All Display services and work shall be completed to the reasonable satisfaction of the City.

1.4 Term. This Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of all Display services and work.

2. Time and Place. The Display shall take place on July 4, 2024 ("Scheduled Date"), at approximately 9:00 p.m. ("Scheduled Time"), at the Laguna Hills High School located at 25401 Paseo de Valencia, Laguna Hills, CA, between the Tennis Court and Baseball Field, which is adjacent to the Laguna Hills Community Center located at 25555 Alicia Parkway, Laguna Hills, CA ("Site"). The Display will be under the direct supervision and control of a lead FA pyrotechnician as set forth in Paragraph 3. It is agreed that FA shall be the exclusive fireworks supplier and producer for the Display contracted for herein. City reserves the right to determine the actual start and stop time of the Display.

3. Lead Pyrotechnician.

3.1 Experience. The Display shall be conducted by and discharged under the direct supervision and control of a lead FA pyrotechnician that: (i) has a minimum of three years of experience providing public fireworks displays; and/or (ii) has successfully provided no less than ten public fireworks displays.

3.2 Verification of Credentials. FA shall furnish City with the name of the lead FA pyrotechnician responsible for the Display, a copy of his/her Basic Commercial or Special Effects 1st Class License, and a written summary of his/her prior experience and credentials. FA shall provide the documentation required by this Paragraph to the City by no later than May 24, 2024.

4. Fees, Interest, and Expenses.

4.1 Fee. City agrees to pay FA a fee of \$40,500.00 (Forty Thousand Five Hundred Dollars) ("Display Fee") for the Display. City shall pay to FA \$20,250.00 (Twenty Thousand Two Hundred Fifty Dollars) of the Display Fee as a deposit ("Deposit") upon execution of this Agreement by both parties. Except as otherwise provided below, the balance of the Display Fee shall be paid by City no later than July 18, 2024.

4.2 Interest. In the event that the Display Fee is not paid in a timely manner, City will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance.

4.3 Expenses. FA shall pay all normal expenses directly related to the Display including, but not limited to, freight, insurance as set forth herein, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics, and those additional items outlined as FA's responsibility under this Agreement. City shall pay all costs related to the Display not supplied by FA including, but not limited to, all

governmental fees and taxes, including sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to the Display.

5. **Force Majeure.** City agrees to partially assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, epidemic, pandemic and quarantine restrictions, and other causes beyond the control of FA, which may prevent the Display from being safely discharged on the Scheduled Date. If, for any such reason, FA is not reasonably able to safely discharge the Display on the Scheduled Date, City may: (i) reschedule the Display on a mutually agreed upon date occurring no later than September 9, 2024 and pay to FA the balance of the Display Fee within 15 business days of completion of the rescheduled Display; or (ii) cancel the Display, forfeit the Deposit, and be relieved of any obligation to pay to FA the balance of the Display Fee.

6. **Rescheduling.** City shall have the option to unilaterally reschedule the Display at any time prior to the Scheduled Date. Except as provided otherwise in Paragraph 5, if City elects to reschedule the Display, it shall pay to FA the balance of the Display Fee within 15 business days of completion of the rescheduled Display plus: (i) 5% of the Display Fee, or \$2,025.00 (Two Thousand Twenty Five Dollars), if the City notifies FA of the request to reschedule before 12:00 a.m. on July 3, 2024; or (ii) 15% of the Display Fee, or \$6,075.00 (Six Thousand Seventy Five Dollars), if the City notifies FA of the request to reschedule on or after 12:00 a.m. on July 3, 2024. The Display shall be rescheduled on a mutually agreed upon date occurring no later than September 9, 2024.

7. **Right to Cancel, Substantial Delay or Postponement.**

7.1 **Right to Cancel.** City shall have the option to unilaterally cancel the Display at any time prior to the Scheduled Date. If City elects to cancel the Display prior to the Scheduled Date for any reason other than force majeure pursuant to Paragraph 5, or other than FA's inability to perform as a result of operator error, or other than malfunction or failure of pyrotechnic equipment or materials as provided in Paragraph 7.2(C), or other than FA's failure to fulfill its obligations under this Agreement, FA shall retain the Deposit, and the City shall pay to FA as liquidated damages: (i) 50% of the balance of the Display Fee, or \$10,125.00 (Ten Thousand One Hundred Twenty Five Dollars), if the City notifies FA of the cancellation at least 30 days prior to the Scheduled Date; (ii) 75% of the balance of the Display Fee, or \$15,188.00 (Fifteen Thousand One Hundred Eighty Eight Dollars), if the City notifies FA of the cancellation 15 to 29 days prior to the Scheduled Date; or (iii) 100% of the balance of the Display Fee, or \$20,250.00 (Twenty Thousand Two Hundred Fifty Dollars), if the City notifies FA of the cancellation less than 15 days prior to the Scheduled Date.

7.2 **Substantial Delay or Postponement.** Both parties agree that the City will suffer damages as a result of any substantial delay or postponement of the Display resulting from operator error, or malfunction or failure of the pyrotechnic equipment or materials, and therefore agree to the following liquidated damages provisions:

A. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display within 5 to 15 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a gap(s)

or break(s) in the program lasting 2 to 5 minutes in total, FA shall pay to the City as liquidated damages 20% of the Display Fee, or \$8,100.00 (Eight Thousand One Hundred Dollars).

B. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display more than 15 to 30 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 5 to 15 minutes in total, FA shall pay to the City as liquidated damages 40% of the Display Fee, or \$16,200.00 (Sixteen Thousand Two Hundred Dollars).

C. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display for more than 30 minutes after the Scheduled Time, or at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 15 minutes in total, the City, in its sole discretion, may cancel the Display without incurring any liability for payment to FA and without any obligation to reschedule the Display. In either event, it is expressly agreed that FA shall pay to the City as liquidated damages 50% of the Display Fee, or \$20,250.00 (Twenty Thousand Two Hundred Fifty Dollars) with no further payment being owed by either FA or City.

8. Notice of Rescheduling or Cancellation.

8.1 Notice Prior to Scheduled Date. In the event that the City elects to reschedule or cancel the Display prior to the Scheduled Date, the City shall communicate its decision to Scott Danielson of FA at scott@fireworksamerica.com and/or by phone to (800) 464-7976.

8.2 Notice on Scheduled Date. In the event that the City elects to reschedule or cancel the Display on the Scheduled Date, the City shall communicate its decision to Scott Danielson of FA at scott@fireworksamerica.com and/or by phone to (800) 464-7976. In addition, the City shall inform the lead FA pyrotechnician onsite of its decision as appropriate.

9. City Contract Officer. The City Manager, or his/her designee, shall be solely authorized to make decisions concerning this Agreement and the Display including, but not limited to, requests to reschedule or cancel the Display.

10. Safety. FA shall comply with applicable federal, state and local laws and regulations and employ safety policies and procedures, programs, protocols and other measures consistent with recognized applicable industry standards and practices. At all times before and during the Display, it shall be within FA's sole discretion and control to determine whether or not the Display may be safely discharged or continued. It shall not constitute a breach of this Agreement by FA to determine that the Display cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of FA. Conditions or circumstances resulting from operator error, or malfunction or failure of the pyrotechnic equipment or materials shall not be deemed "beyond the reasonable control of FA" for purposes of this Paragraph and shall remain subject to the liquidated damages provisions set forth in Paragraph 7.2.

11. Security. City shall provide and maintain sufficient security personnel, barricades, and police services before, during and after the Display until the lead FA pyrotechnician declares the Site clear. The City shall also provide and maintain a shell casing fallout area clear of any buildings, cars and spectators with a minimum 500-foot radius, or as may otherwise be specified by the current edition of *National Firework Protection Association 1123: Code for Fireworks Display* (“NFPA 1123”), as a Fire Safety Zone (“FSZ”) from the time the fireworks are delivered to the Site until the lead FA pyrotechnician declares the Site clear. The approximate location and scope of the FSZ is depicted in Exhibit "B" attached hereto. It is understood and agreed that FA will cease the discharge of all fireworks due to any security breach of the FSZ. FA shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the City's failure to maintain the 500-foot radius FSZ clear of any buildings, cars, or spectators. Furthermore, City shall be responsible for any property damage to the Laguna Hills High School Tennis Court, Baseball Field, Track and/or Football Field solely within the FSZ caused by ordinary fallout from the Display. City acknowledges and agrees that FA's responsibilities are limited to the Display and that FA is relying on City to maintain the aforementioned FSZ and to comply with all Federal, State, and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the FSZ. Any inspections of the FSZ by or on behalf of City made during setup of the Display shall be in accordance with the current edition of NFPA 1123, and under the direct supervision of the lead FA pyrotechnician. Any such inspection shall not interfere with the safety of the setup, discharge, or disassembly of the Display. The lead FA pyrotechnician may, at his/her sole discretion, cancel any inspection that in his/her opinion may compromise the safety of the setup, discharge, or disassembly of the Display.

12. Continuity. FA shall establish Display “continuity” (i.e., test and confirm the functionality of electrically fired pyrotechnic lines, channels and circuits) by no later than 7:00 p.m. on the Scheduled Date, or no less than two hours prior to the Scheduled Time as such time may be modified by the City.

13. Contract Subject to Government Regulation. This Agreement and FA’s obligations and FA's performance hereunder are subject to all applicable Federal, State, and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in any necessary permits, as set forth in Paragraph 14 ("Display Permits"). In the event any Federal, State, or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Display or in the event the Display Permits in any way limit or restrict the sale, performance or operation of said exhibition, FA shall limit or restrict its performance of the Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of Display Permits. The City acknowledges that any such limit or restriction placed on the performance or operation of the Display shall in no way result in or entitle City to a reduction or abatement in the full contract price.

14. Permits. FA agrees to apply for permits for the firing of pyrotechnics from the Orange County Fire Authority, and if required, the FAA. The City shall be responsible for any fees associated with these permits, including standby fees. The City shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements

for police services, other fire departments, road closures, event/activity or land use permits or any permission or permit required by any local, regional, state or federal government.

15. Cleanup. FA shall be responsible for the removal of all Display equipment and any live pyrotechnics from the Site. The City shall be responsible for cleaning the Site and FSZ.

16. Insurance and Indemnification.

16.1 Insurance. FA shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against any and all claims for injuries against persons or damages to property resulting from FA's performance under this Agreement. FA shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City and the Saddleback Valley Unified School District, their elected and appointed officials and officers, employees, agents, and volunteers as additional insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of FA's obligation to indemnify City and the Saddleback Valley Unified School District, their elected and appointed officials and officers, agents, employees, and volunteers.

16.1.1 Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

A. Comprehensive general liability and personal injury with limits of at least five million dollars (\$5,000,000.00) per occurrence, six million dollars (\$6,000,000.00) in the general aggregate, and six million dollars (\$6,000,000.00) for products and completed operations; the commercial general liability policy shall name the City of Laguna Hills and the Saddleback Valley Unified School District as additional insureds;

B. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;

C. Workers' compensation insurance in the statutory amount as required by the State of California, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

For any claims related to this Agreement, FA's insurance coverage shall be primary insurance as respects City and the Saddleback Valley Unified School District, and their respective elected and appointed officials and officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City or the Saddleback Valley Unified School District and their respective elected officials, officers, employees, agents, and volunteers shall be in excess of FA's insurance and shall not contribute with it. For workers' compensation and employer's liability

insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected and appointed officials and officers, employees, agents, and volunteers.

16.1.2 Sufficiency of Insurers. Insurance required herein shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Eligible Surplus Lines Insurers (LESLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund.

16.1.3 Verification of Coverage. FA shall furnish City with both certificates of insurance and original endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City by no later than May 31, 2024. City reserves the right to require FA's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for workers' compensation policies.

16.1.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City and the Saddleback Valley Unified School District, their elected officials, officers, employees, agents, and volunteers; or, FA shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

16.1.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City and the Saddleback Valley Unified School District, their directors, officials, officers, employees, agents, and volunteers.

16.2 Indemnification. To the fullest extent permitted by law, FA shall defend (at FA's sole cost and expense with legal counsel reasonably acceptable to the City), indemnify, protect, and hold harmless City and the Saddleback Valley Unified School District, their elected and appointed officials, officers, directors, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (FA's employees included), for damage to property, including property owned by City and the Saddleback Valley Unified School District, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to FA's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit FA's indemnification obligation or other liability hereunder.

17. Attorney Fees. In the event any dispute between the parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing party shall be entitled, in addition

to such other relief as may be granted, to recover from the non-prevailing party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

18. Substitutions. FA shall have the right, at its discretion, to substitute any fireworks it deems necessary provided same does not detract from the aesthetic value or quality of the Display. This includes, but is not limited to, shell sizes, quantities, types and brand names. Any substitutions shall in no way result in or entitle City to a reduction or abatement of the full contract price.

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

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof, and may not be changed, modified, renewed or extended except by a written agreement, signed by both parties.

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

22. Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

23. Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of FA, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, FA shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. FA shall not contract with any other entity to perform the Display service and work required without prior written consent of City. If FA is permitted to subcontract any part of this Agreement by City, FA shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any approved FA subcontractor and City.

24. Independent Contractor.

A. The legal relationship between the parties is that of an independent contractor, and nothing herein shall be deemed to make FA a City employee. During the

performance of this Agreement, FA and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the Display services under this Agreement on behalf of FA shall at all times be under FA's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of FA or any of its officers, employees, or agents, except as set forth in this Agreement. FA, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of FA's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. FA shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of FA in its business or otherwise a joint venturer or a member of any joint enterprise with FA.

B. FA shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to FA, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to FA as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to FA for the performance of the Display services and work under this Agreement. City shall not be liable for compensation or indemnification to FA, its officers, employees, or agents, for injury or sickness arising out of performing the Display services and work hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 4 herein of any nature relating to salary, taxes, or benefits of FA's officers, employees, servants, representatives, subcontractors, or agents, FA shall indemnify City for all such financial obligations.

25. **Interpretation.** This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties. The terms of this Agreement are contractual and the result of negotiation between the parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

26. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. Any waiver by the parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the parties from enforcing the full provisions hereof.

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

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

29. Third Party Beneficiary. Except as may be expressly provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

30. Notice. Except as set forth in Paragraph 8, any notice, request, demand, direction, or other communication required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return-receipt-requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City:

City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, CA 92653
Telephone: (949) 707-2600
Facsimile: (949) 707-2614

To Fireworks and Stage FX America, INC:

Fireworks America
Attention: Scott Danielson, President
12485 Highway 67 North
Lakeside, CA. 92040
Telephone: (800) 464-7976
Facsimile: (619) 938-8273

31. Binding Effect. This Agreement shall not be binding on either party until executed by both City and FA.

32. Corporate Authority. Each of the undersigned represents and warrants that (i) the party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the party for which he/she is signing,

(iii) by so executing this Agreement, the party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the party for which he/she is signing is bound.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“CITY”
City of Laguna Hills

Date: _____

By: _____
 Jarad Hildenbrand,
 City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
 Gregory E. Simonian,
 City Attorney

By: _____
 Jennifer Lee,
 City Clerk

“FA”
Fireworks and Stage FX America, Inc.

Date: _____

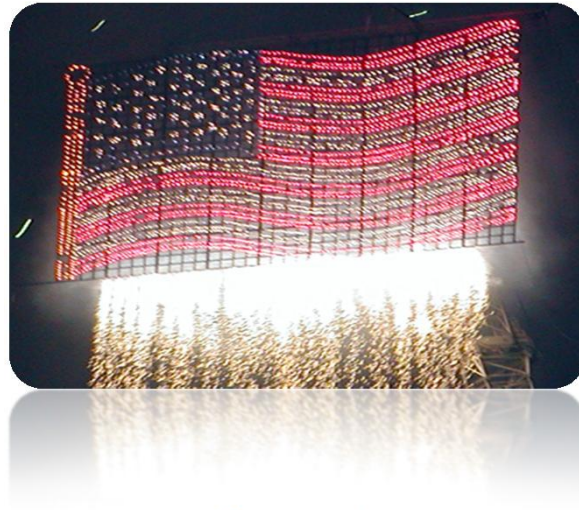
By : _____
 Scott Danielson, President

Date: _____

By : _____
 Gayle Bates, Chairman, Board of Directors

Exhibit A
Scope of Work
for
City of Laguna Hills
2024 Fourth of July Celebration

City of Laguna Hills



Presents

Independence Day **A Fireworks Extravaganza** 7/4/2024

Produced by



"The Difference Is Quality"

City of Laguna Hills
Independence Day
July 4, 2024

National Anthem

Program

B

Rockets Red Glare

4"

2

Bombs Bursting in Air

4"

3

Red, White & Blue Finale

4"

3

Main Show

Color, Multi-Color, Flitter, Glitter,
Electric Color & Color Changing Shells

3"

315

4"

108

5"

77

Distinctive & Unique Aerial Shells

3"

140

4"

60

5"

25

Main Show (continued)

Program

B

Streaking Tiger Tails

3"

10

Aerial Grand Finale

Color/Multicolor Finale

3"

500

4"

16

Finale Crown

5"

10

Totals

Program

B

Shells

3"

965

4"

192

5"

112

Total Shells

1269

Running Time in Minutes

20.0

Price

Program B

\$40,500.00



City of Laguna Hills
Show Concept, Services List,
and Miscellaneous Details

Services List:

Fireworks America to Provide:

- 1) Permit Filings as Required
- 2) Storage and Delivery of fireworks
- 3) All Equipment to produce the display
- 4) Insurance Aggregate amount of \$6,000,000 (Combined Single Limits)
- 5) Worker's Compensation Insurance (Statute)
- 6) Sound Track
- 7) Choreography

City of Laguna Hills to Provide:

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Permit Fees
- 4) Standby Firefighter Fees, if req'd
- 5) Sound System and Playback
- 6) Adequate Permit Time as listed below.
- 7) Suitable Restroom and Handwash facilities for the crew

Minimum Time Required

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the minimum permit times.

Land Based Shows based require a minimum of 30 days to permit based on Local and State Ordinance, FAA and other requirements.

Water based shows require a minimum of 60 days to permit based on all of the above PLUS Coast Guard requirements.

Please plan your show accordingly.

Operators and Assistants:

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

Continued

Payment Terms:

50% of the Sum is to be paid to FA at the signing of the Contract, Balance Net 10 Days After Display

Method of Discharge:

The show will be fired electrically. Each fireworks event will have its own ignitor for precise timing. Fireworks America will provide the firing panel, cable, distribution system and power for the show.

Choreography:

The program will be choreographed utilizing the latest innovation in computerized-fireworks choreography. This will allow maximum accuracy in firing and timing of the display. The fireworks will follow the music precisely and provide an exhilarating experience for the viewer.



Exhibit B
Approximate Fire Safety Zone
for
City of Laguna Hills
2024 Fourth of July Celebration





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 23, 2024
TO: Mayor and Council Members
FROM: David Reynolds
Deputy City Manager/Community Services Director
ISSUE: Solid Waste Collection and Recycling Rate Adjustments for Residential and Commercial Collection Services and Proposed One-Year Extension to Franchise Agreement with CR&R, Inc.

RECOMMENDATION: That the City Council:

- 1) Receive staff presentation and report, and receive City Clerk report on written property owner protests;
 - 2) Ask questions of staff;
 - 3) Open the public hearing;
 - 4) Receive public testimony;
 - 5) Close the public hearing;
 - 6) If less than 4,916 written protests were received by the City, by motion, approve Amendment No. 3 to the Contract for the Collection, Transportation and Disposal of Municipal Solid Waste and For the Collection and Transportation of Recyclable Materials to Processors for Diversion between the City of Laguna Hills and CR&R Incorporated; and
 - 7) Authorize the City Manager to sign Amendment No. 3 to Franchise Agreement with CR&R, Inc.
-

Solid Waste Collection & Recycling Rate Adjustments Amendment No 3 to the CR&R Franchise Agreement
April 23, 2024
Page 2

SUMMARY:

The current contract for the Collection, Transportation and Disposal of Municipal Solid Waste and for the Collection and Transportation of Recyclable Materials to Processors for Diversion between the City of Laguna Hills and CR&R, Inc. ("Franchise Agreement") is set to expire on June 30, 2024. On February 27, 2024, the City Council reviewed a draft Amendment No. 3 to Contract for the Collection, Transportation and Disposal of Municipal Solid Waste and For the Collection and Transportation of Recyclable Materials to Processors for Diversion between the City of Laguna Hills and CR&R Incorporated ("Amendment No. 3"). The proposed Amendment No. 3 extends for one-year the term of the Franchise Agreement to allow for continued and uninterrupted solid waste and recycling services pending completion of the joint procurement process as further described in this staff report. Amendment No. 3 revises the term of current CR&R Franchise Agreement and extends it from June 30, 2024, to June 30, 2025. The one-year extension to the Franchise Agreement requires adjustments to solid waste and recycling rates. On February 27, 2024, Council directed staff to initiate a Proposition 218 compliance process and to notice a Public Hearing for April 23, 2024, for consideration of the requisite new rates as proposed in Amendment No. 3. Notices were mailed on March 7, 2024, to meet the 45-day notice period in accordance to Proposition 218.

BACKGROUND:

September 2005, with collection services beginning on July 1, 2006. The original 10-year term of the Franchise Agreement was extended for an additional eight years with Council's approval of Amendment No. 1 to the Franchise Agreement on August 26, 2014. On June 22, 2022, the Council approved Amendment No. 2 to the Franchise Agreement to implement the State organic waste recycling regulations mandated by SB 1383.

The City of Lake Forest holds a franchise agreement for similar solid waste services that also expires on June 30, 2024. Consequently, the City of Laguna Hills partnered with the City of Lake Forest to procure municipal solid waste services through a joint procurement process for a new solid waste and recycling franchise agreement that would commence on July 1, 2025. Since 2021, the cities' respective Solid Waste Procurement Ad Hoc Committees, staff from each City, and the solid waste consulting firm, EcoNomics, Inc., have been working together to develop a joint Request for Proposals ("RFP") and a draft franchise agreement ("RFP Documents"). On

Solid Waste Collection & Recycling Rate Adjustments Amendment No 3 to the CR&R Franchise Agreement

April 23, 2024

Page 3

November 7, 2023, the Lake Forest City Council approved the RFP Documents and authorized its staff to initiate the joint procurement process. The issuance of the RFP Documents was also approved by the Laguna Hills City Council on December 12, 2023, and the RFP Documents were posted publicly for the solicitation of proposals on December 14, 2023. Proposals were due by February 23, 2024. Staff anticipates recommending the award of a new franchise agreement to the City Council in June 2024 following the completion of the joint procurement process.

In consideration of the time required to prepare such a complex RFP and to conduct a competitive procurement process, staff recommends approving a one-year term extension of the current CR&R Franchise Agreement to June 30, 2025. This extension will allow for continued and uninterrupted solid waste and recycling services pending completion of the joint procurement process. A one-year extension would also provide approximately one year for a prospective waste hauler to purchase new equipment under the new solid waste franchise agreement, with services commencing on July 1, 2025.

Proposed Amendment No. 3 to the CR&R Franchise Agreement

Since the 1990's, Legislation regarding solid waste and recycling in the State of California has become increasingly stringent and complex. In 2016, the State of California enacted SB 1383, the most extensive waste reduction mandate in the past 30 years. The Solid Waste Procurement Ad Hoc Committees, EcoNomics, Inc., and staff from both cities worked cooperatively to ensure the RFP Documents for the next solid waste franchise agreement are comprehensive and meet all the requirements mandated by the State. The process required a substantial amount of time and work, which delayed the issuance of the RFP Documents and caused a new franchise agreement term commencement date of July 1, 2024, to be unattainable. It should be noted that once a new franchise agreement is awarded, following completion of the joint procurement process, any new selected hauler will need approximately one year to implement the terms of the new franchise agreement, including developing collection routes, ensuring proper staffing, and purchasing new bins, carts, and trucks. To facilitate the time needed to fairly and properly procure the next franchise agreement through the use of a joint competitive procurement process, both cities negotiated a proposed one-year term extension to their respective current franchise agreements with CR&R.

Solid Waste Collection & Recycling Rate Adjustments Amendment No 3 to the CR&R Franchise Agreement

April 23, 2024

Page 4

SB 1383 and post-pandemic economic conditions continue to affect operations in the solid waste industry. These challenges, including equipment supply chain interruptions and labor shortages, have significantly impacted the solid waste industry, including the City's current hauler, CR&R. During negotiations, EcoNomics, Inc. analyzed financial documents provided by CR&R and discussed the specific industry impacts on the cost of services in the City. As a result, the proposed Amendment No. 3 also includes reasonable rate increases for both residential and commercial customers, effective July 1, 2024. The terms of the proposed Amendment No. 3 to the CR&R Franchise Agreement are summarized as follows:

1. The current CR&R Franchise Agreement term is extended by one year. The termination date is revised from June 30, 2024, to June 30, 2025.
2. The annual inflationary rate adjustment scheduled for October 2024 in accordance with the Franchise Agreement will not occur. Rates will increase only in July 2024 during the one-year extension.
3. Rates for residential and commercial services will increase on July 1, 2024, as reflected in "Exhibit 1" of Amendment No. 3 (see **Attachment 1**). Customers with residential cart service would see a \$2.02 monthly increase in their CR&R billing as illustrated in Table 1. Rates for all commercial services, including multi-family services, would increase by 15%. Some of the commercial and multi-family rates are provided in Table 2. EcoNomics, Inc. believes the proposed rates are reasonable for the market. In comparison to all 34 Orange County cities, the new 2024 rates would rank the City as the 10th lowest for residential rates and 9th lowest for commercial rates.

Table 1: Residential 3-Cart Service Rate Increase		
Current Rate (per month)	Amendment No. 3 Increase	New Rate Effective July 1, 2024
\$20.98	\$2.02	\$23.00

Solid Waste Collection & Recycling Rate Adjustments Amendment No 3 to the CR&R Franchise Agreement
 April 23, 2024
 Page 5

Table 2: Commercial/Multi-family Service Rate Increase (3 cu. yd bin @ 1 pickup per month)			
Service	Current Rate (per month)	Amendment No. 3 Increase	New Rate Effective July 1, 2024
Trash	\$133.91	\$20.09	\$154.00
Recycling	\$56.07	\$8.41	\$64.48
Organic *	\$47.42	\$7.11	\$54.53
* Organic recycling service with 2 cu. yd. bin @ 1 pickup per month			

Proposition 218 Notice and Public Hearing

To implement the new residential and commercial rate increases as discussed herein, the City Council must conduct a notification and public hearing process in compliance with Proposition 218. This process involves mailing a notice to all affected property owners describing the proposed rate adjustments and justification for the rate adjustments. After a 45-day notice period, a public hearing is held and the City Council will consider approval of Amendment No. 3 to the CR&R Franchise Agreement, including the new rates, unless a majority of property owners timely protest the proposed new rates. Accordingly, the City Council on February 27, 2024, set a public hearing for April 23, 2024.

Property owners who wish to object to the proposed rate adjustments will be instructed to file a written protest with the City Clerk at or before the time set for the public hearing. Original written protests are required to be mailed or personally delivered to the City Clerk. Each valid written protest must include the name of the record owner or owners of the property, identification of the property by either assessor's parcel number or street address, a statement of protest ("I/we protest" suffices), and the original signature of the protesting owner or owners (photocopies, electronic mail, electronic copies, e-comments, or facsimiles are not valid).

Each property is counted as a single vote, regardless of the number of owners. If there are two record owners, both are required to sign the written protest. If there are more than two owners, the protest must be signed by a majority of the owners. Notices were mailed on March 7, 2024, to meet the 45-day notice period. If Amendment No. 3 and its respective rates for service are approved, the new rates would go into effect on July 1, 2024. The Proposition 218 notice is attached to this report as **Attachment 2**.

Solid Waste Collection & Recycling Rate Adjustments Amendment No 3 to the CR&R Franchise Agreement
April 23, 2024
Page 6

FISCAL IMPACT:

Mailing cost for the Amendment No. 3 to the Franchise Agreement Proposition 218 notices totaled \$5,539. There is sufficient funding in the 2023-2025 Operating Budget for printing and mailing the required Proposition 218 notices.

The residential rates for the 3-cart collection service are proposed to increase on July 1, 2024, from \$20.98/mo. to \$23.00/mo. This is a 9.6% increase. All commercial and multi-family rates for service will increase by 15% on July 1, 2024, and some of the rate increases are provided in Table 2 of this staff report.

All proposed rate increases for all services can be found in “Exhibit 1” to proposed Amendment No. 3 to the CR&R Franchise Agreement (see **Attachment 1**).

ATTACHMENTS:

- Attachment 1 - Proposed Amendment No. 3 to CR&R Franchise Agreement
- Attachment 2 - Proposition 218 Notice

Attachment 1

**AMENDMENT NO. 3
TO CONTRACT FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND FOR THE COLLECTION, AND
TRANSPORTATION OF RECYCLABLE MATERIAL TO PROCESSORS FOR
DIVERSION
(CR&R Incorporated)**

THIS THIRD AMENDMENT to the September 28, 2005 Contract for the Collection, Transportation and Disposal of Municipal Solid Waste and for the Collection, and Transportation of Recyclable Materials to Processors for Diversion (the "Amendment") is hereby made and entered into to be effective this 23rd day of April, 2024, by and between the CITY OF LAGUNA HILLS, a California municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as the "City"), and CR&R Incorporated, a California corporation (hereinafter referred to as "Contractor") (collectively, the Parties).

RECITALS

A. City and Contractor previously entered into that certain Contract for the Collection, Transportation and Disposal of Municipal Solid Waste and for the Collection, and Transportation of Recyclable Materials to Processors for Diversion (the "Contract"), which was made and entered into on September 28, 2005, for the collection and processing of solid waste and recyclable materials, which services are to be provided for a term of ten years, commencing on July 1, 2006 through June 30, 2016.

B. City and Contractor entered into Amendment No. 1 to the Contract, which was made and entered into on October 1, 2014 ("Amendment No. 1"), to reduce base rates, expand services, establish a permanent commercial food waste recycling program, and extend the Contract term for an additional eight-years through June 30, 2024.

C. City and Contractor entered into Amendment No. 2 to the Contract, which was made and entered into on June 14, 2022 ("Amendment No. 2"), to implement the SB 1383 Regulations which required implementation of additional collection and recycling programs, particularly pertaining to organic materials and food waste, and which further required adjustments to the rates charged by Contractor.

D. The City worked cooperatively with the City of Lake Forest to prepare joint procurement documents to solicit and evaluate proposals for solid waste collection, recycling and handling services from potential contractors, which procurement process has commenced.

E. Section 15.10 (Amendment) of the Contract provides that the Contract may amended by a writing signed by the Parties.

F. The Parties have negotiated certain revised terms and conditions of the Contract and wish to extend the term of the Contract for one-year to provide for continued and uninterrupted services pending the procurement of a new contract for solid waste collection, recycling and handling services by the City.

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

AGREEMENT

1. Term. Section 3.02 (“Term”) of the Contract is hereby amended to read as follows:

 “3.02 Term. The Term of this Contract shall commence on the Effective Date and shall end at midnight on June 30, 2025, unless earlier terminated. Contractor’s obligation to collect Municipal Solid Waste and Recyclable Materials shall begin on July 1, 2006 at 12:01 a.m.”
2. Revised Base Rates. Attachment D of the Contract pertaining to Contractor's rates for services shall be replaced with the rates identified in **Exhibit 1** (revised Attachment D to the Contract) attached to this Amendment and made a part hereof by reference, said rates to become effective July 1, 2024. Contractor shall be solely responsible for the cost of adjusting Customers' bills to implement the rates and other adjustments stipulated in this Amendment and the Contract.
3. Annual Rate Adjustment. Section 12.03 (“Annual Rate Adjustments”) of the Contract is hereby deleted and of no further force or effect upon execution of this Amendment.
4. Full Force and Effect. This modifying Amendment is supplemental to the Contract as amended by Amendments Nos. 1 and 2, and is by reference made a part of the Contract. 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 the Contract as previously amended, the provision of this Amendment shall in all respects govern and control.
5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. 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.

[SIGNATURES ON NEXT PAGE]

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

"CITY"
CITY OF LAGUNA HILLS

By: _____
Jarad Hildenbrand, City Manager

ATTEST:

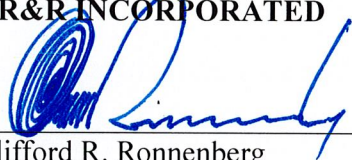
By: _____
Jennifer Lee,
City Clerk

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian,
City Attorney

"CONTRACTOR"
CR&R INCORPORATED

Date: _____

By : 
Clifford R. Ronnenberg
Chairman and CEO

Date: _____

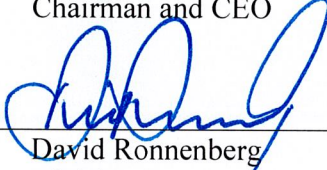
By : 
David Ronnenberg
Division President and COO

EXHIBIT “1”

Attachment: Attachment 1 - Proposed Amendment No. 3 to CR&R Franchise Agreement (3494 : Solid Waste Collection & Recycling Rate

EXHIBIT 1

6.1.a

City of Laguna Hills

Revised Attachment D - Effective July 1, 2024

					2023 Rate	2024 Rate
<u>Residential Service</u>						
1a.	Residential Basic Level	Recyclable Materials	35, 60, 90 gallon (1st Cart)	per month	4.44	\$4.44
1a.	Residential Basic Level	Recyclable Materials	Additional Cart*	per month	4.44	\$4.44
1b.	Residential Basic Level	Organic Waste	35, 60, 90 gallon (1st Cart)	per month	6.79	\$6.79
1b.	Residential Basic Level	Organic Waste	Additional Cart*	per month	6.79	\$6.79
1c.	Residential Basic Level	MSW	35, 60, 90 gallon (1st Cart)	per month	9.75	\$11.77
1c.	Residential Basic Level	MSW	Additional Cart	per month	9.75	\$11.77

* (This charge applies only after a resident has received 2 additional Carts free of charge (i.e. upon the request for a 4th Cart).

** (Organic Waste Carts shall be used for Stable Bedding and Manure at the rates provided in 1b above).

2a.	Residential Stable Bedding and Manure	3 Cubic Yard Bin	1 pick-up per week	per month	116.16	\$133.58
2a.	Residential Stable Bedding and Manure	3 Cubic Yard Bin	2 pick-ups per week	per month	189.86	\$218.34
2a.	Residential Stable Bedding and Manure	3 Cubic Yard Bin	3 pick-ups per week	per month	249.40	\$286.81
2a.	Residential Stable Bedding and Manure	3 Cubic Yard Bin	4 pick-ups per week	per month	320.74	\$368.85
2a.	Residential Stable Bedding and Manure	3 Cubic Yard Bin	5 pick-ups per week	per month	368.32	\$423.57
2a.	Residential Stable Bedding and Manure	3 Cubic Yard Bin	6 pick-ups per week	per month	415.88	\$478.26

HOA Stable Bedding and Manure Recycling Service

3a.	HOA Stable Bedding and Manure Recycling	90 Gallon Cart	1 pick-up per week	per month	23.67	\$27.22
3a.	HOA Stable Bedding and Manure Recycling	90 Gallon Cart	2 pick-ups per week	per month	47.22	\$54.30
3a.	HOA Stable Bedding and Manure Recycling	90 Gallon Cart	3 pick-ups per week	per month	70.88	\$81.51
3a.	HOA Stable Bedding and Manure Recycling	90 Gallon Cart	4 pick-ups per week	per month	94.50	\$108.68
3a.	HOA Stable Bedding and Manure Recycling	90 Gallon Cart	5 pick-ups per week	per month	118.12	\$135.84
3a.	HOA Stable Bedding and Manure Recycling	90 Gallon Cart	6 pick-ups per week	per month	141.74	\$163.00
3b.	HOA Stable Bedding and Manure Recycling	2 Cubic Yard Bin	1 pick-up per week	per month	88.71	\$102.02
3b.	HOA Stable Bedding and Manure Recycling	2 Cubic Yard Bin	2 pick-ups per week	per month	177.61	\$204.25
3b.	HOA Stable Bedding and Manure Recycling	2 Cubic Yard Bin	3 pick-ups per week	per month	225.28	\$259.07
3b.	HOA Stable Bedding and Manure Recycling	2 Cubic Yard Bin	4 pick-ups per week	per month	296.50	\$340.98
3b.	HOA Stable Bedding and Manure Recycling	2 Cubic Yard Bin	5 pick-ups per week	per month	343.98	\$395.58
3b.	HOA Stable Bedding and Manure Recycling	2 Cubic Yard Bin	6 pick-ups per week	per month	391.45	\$450.17
3c.	HOA Stable Bedding and Manure Recycling	3 Cubic Yard Bin	1 pick-up per week	per month	116.16	\$133.58
3c.	HOA Stable Bedding and Manure Recycling	3 Cubic Yard Bin	2 pick-ups per week	per month	189.86	\$218.34
3c.	HOA Stable Bedding and Manure Recycling	3 Cubic Yard Bin	3 pick-ups per week	per month	249.40	\$286.81
3c.	HOA Stable Bedding and Manure Recycling	3 Cubic Yard Bin	4 pick-ups per week	per month	320.74	\$368.85

EXHIBIT 1

City of Laguna Hills

Revised Attachment D - Effective July 1, 2024

					2023 Rate	2024 Rate
3c.	HOA Stable Bedding and Manure Recycling	3 Cubic Yard Bin	5 pick-ups per week	per month	368.32	\$423.57
3c.	HOA Stable Bedding and Manure Recycling	3 Cubic Yard Bin	6 pick-ups per week	per month	415.88	\$478.26
3d.	HOA Stable Bedding and Manure Recycling	10 Cubic Yard Roll-off	per pull	per pull	267.35	\$307.45
3e.	HOA Stable Bedding and Manure Recycling	20 Cu. Yard Roll-Off	per pull	per pull	267.35	\$307.45
3f.	HOA Stable Bedding and Manure Recycling	30 Cu. Yard Roll-Off	per pull	per pull	267.35	\$307.45
3g.	HOA Stable Bedding and Manure Recycling	40 Cubic Yard Roll-off	per pull	per pull	267.35	\$307.45

Commercial and Multi-family Recyclable Materials Service

4a.	Commercial/Multi-family Recyclable Materials	35 Gallon Cart	1 pick-up per week	per month	19.85	\$22.83
4a.	Commercial/Multi-family Recyclable Materials	35 Gallon Cart	2 pick-ups per week	per month	39.74	\$45.70
4a.	Commercial/Multi-family Recyclable Materials	35 Gallon Cart	3 pick-ups per week	per month	59.60	\$68.54
4a.	Commercial/Multi-family Recyclable Materials	35 Gallon Cart	4 pick-ups per week	per month	79.50	\$91.43
4a.	Commercial/Multi-family Recyclable Materials	35 Gallon Cart	5 pick-ups per week	per month	99.33	\$114.23
4a.	Commercial/Multi-family Recyclable Materials	35 Gallon Cart	6 pick-ups per week	per month	119.22	\$137.10
4b.	Commercial/Multi-family Recyclable Materials	60 Gallon Cart	1 pick-up per week	per month	21.44	\$24.66
4b.	Commercial/Multi-family Recyclable Materials	60 Gallon Cart	2 pick-ups per week	per month	42.93	\$49.37
4b.	Commercial/Multi-family Recyclable Materials	60 Gallon Cart	3 pick-ups per week	per month	64.38	\$74.04
4b.	Commercial/Multi-family Recyclable Materials	60 Gallon Cart	4 pick-ups per week	per month	85.85	\$98.73
4b.	Commercial/Multi-family Recyclable Materials	60 Gallon Cart	5 pick-ups per week	per month	107.31	\$123.41
4b.	Commercial/Multi-family Recyclable Materials	60 Gallon Cart	6 pick-ups per week	per month	128.78	\$148.10
4c.	Commercial/Multi-family Recyclable Materials	90 Gallon Cart	1 pick-up per week	per month	23.02	\$26.47
4c.	Commercial/Multi-family Recyclable Materials	90 Gallon Cart	2 pick-ups per week	per month	46.02	\$52.92
4c.	Commercial/Multi-family Recyclable Materials	90 Gallon Cart	3 pick-ups per week	per month	69.11	\$79.48
4c.	Commercial/Multi-family Recyclable Materials	90 Gallon Cart	4 pick-ups per week	per month	92.17	\$106.00
4c.	Commercial/Multi-family Recyclable Materials	90 Gallon Cart	5 pick-ups per week	per month	115.18	\$132.46
4c.	Commercial/Multi-family Recyclable Materials	90 Gallon Cart	6 pick-ups per week	per month	138.21	\$158.94
4d.	Commercial/Multi-family Recyclable Materials	2 Cubic Yard Bin	1 pick-up per week	per month	47.42	\$54.53
4d.	Commercial/Multi-family Recyclable Materials	2 Cubic Yard Bin	2 pick-ups per week	per month	80.92	\$93.06
4d.	Commercial/Multi-family Recyclable Materials	2 Cubic Yard Bin	3 pick-ups per week	per month	125.79	\$144.66
4d.	Commercial/Multi-family Recyclable Materials	2 Cubic Yard Bin	4 pick-ups per week	per month	159.10	\$182.97
4d.	Commercial/Multi-family Recyclable Materials	2 Cubic Yard Bin	5 pick-ups per week	per month	192.46	\$221.33
4d.	Commercial/Multi-family Recyclable Materials	2 Cubic Yard Bin	6 pick-ups per week	per month	225.79	\$259.66
4e.	Commercial/Multi-family Recyclable Materials	3 Cubic Yard Bin	1 pick-up per week	per month	56.07	\$64.48

EXHIBIT 1

City of Laguna Hills

Revised Attachment D - Effective July 1, 2024

					2023 Rate	2024 Rate
4e.	Commercial/Multi-family Recyclable Materials	3 Cubic Yard Bin	2 pick-ups per week	per month	90.25	\$103.79
4e.	Commercial/Multi-family Recyclable Materials	3 Cubic Yard Bin	3 pick-ups per week	per month	128.52	\$147.80
4e.	Commercial/Multi-family Recyclable Materials	3 Cubic Yard Bin	4 pick-ups per week	per month	181.73	\$208.99
4e.	Commercial/Multi-family Recyclable Materials	3 Cubic Yard Bin	5 pick-ups per week	per month	220.09	\$253.10
4e.	Commercial/Multi-family Recyclable Materials	3 Cubic Yard Bin	6 pick-ups per week	per month	268.49	\$308.76
4f.	Commercial/Multi-family Recyclable Materials	4 Cubic Yard Bin	1 pick-up per week	per month	68.97	\$79.32
4f.	Commercial/Multi-family Recyclable Materials	4 Cubic Yard Bin	2 pick-ups per week	per month	115.83	\$133.20
4f.	Commercial/Multi-family Recyclable Materials	4 Cubic Yard Bin	3 pick-ups per week	per month	168.52	\$193.80
4f.	Commercial/Multi-family Recyclable Materials	4 Cubic Yard Bin	4 pick-ups per week	per month	218.26	\$251.00
4f.	Commercial/Multi-family Recyclable Materials	4 Cubic Yard Bin	5 pick-ups per week	per month	267.95	\$308.14
4f.	Commercial/Multi-family Recyclable Materials	4 Cubic Yard Bin	6 pick-ups per week	per month	317.71	\$365.37
4g.	Commercial/Multi-family Recyclable Materials	6 Cubic Yard Bin	1 pick-up per week	per month	82.70	\$95.11
4g.	Commercial/Multi-family Recyclable Materials	6 Cubic Yard Bin	2 pick-ups per week	per month	153.51	\$176.54
4g.	Commercial/Multi-family Recyclable Materials	6 Cubic Yard Bin	3 pick-ups per week	per month	219.19	\$252.07
4g.	Commercial/Multi-family Recyclable Materials	6 Cubic Yard Bin	4 pick-ups per week	per month	266.91	\$306.95
4g.	Commercial/Multi-family Recyclable Materials	6 Cubic Yard Bin	5 pick-ups per week	per month	320.65	\$368.75
4g.	Commercial/Multi-family Recyclable Materials	6 Cubic Yard Bin	6 pick-ups per week	per month	392.22	\$451.05

Commercial and Multi-Family MSW Service

5a.	Commercial/Multi-family MSW	35 Gallon Cart	1 pick-up per week	per month	32.21	\$37.04
5a.	Commercial/Multi-family MSW	35 Gallon Cart	2 pick-ups per week	per month	64.33	\$73.98
5a.	Commercial/Multi-family MSW	35 Gallon Cart	3 pick-ups per week	per month	96.52	\$111.00
5a.	Commercial/Multi-family MSW	35 Gallon Cart	4 pick-ups per week	per month	128.66	\$147.96
5a.	Commercial/Multi-family MSW	35 Gallon Cart	5 pick-ups per week	per month	160.83	\$184.95
5a.	Commercial/Multi-family MSW	35 Gallon Cart	6 pick-ups per week	per month	193.02	\$221.97
5b.	Commercial/Multi-family MSW	60 Gallon Cart	1 pick-up per week	per month	36.22	\$41.65
5b.	Commercial/Multi-family MSW	60 Gallon Cart	2 pick-ups per week	per month	72.36	\$83.21
5b.	Commercial/Multi-family MSW	60 Gallon Cart	3 pick-ups per week	per month	108.59	\$124.88
5b.	Commercial/Multi-family MSW	60 Gallon Cart	4 pick-ups per week	per month	144.79	\$166.51
5b.	Commercial/Multi-family MSW	60 Gallon Cart	5 pick-ups per week	per month	180.96	\$208.10
5b.	Commercial/Multi-family MSW	60 Gallon Cart	6 pick-ups per week	per month	217.11	\$249.68
5c.	Commercial/Multi-family MSW	90 Gallon Cart	1 pick-up per week	per month	40.19	\$46.22
5c.	Commercial/Multi-family MSW	90 Gallon Cart	2 pick-ups per week	per month	80.39	\$92.45
5c.	Commercial/Multi-family MSW	90 Gallon Cart	3 pick-ups per week	per month	120.62	\$138.71

EXHIBIT 1

City of Laguna Hills

Revised Attachment D - Effective July 1, 2024

					2023 Rate	2024 Rate
5c.	Commercial/Multi-family MSW	90 Gallon Cart	4 pick-ups per week	per month	160.85	\$184.98
5c.	Commercial/Multi-family MSW	90 Gallon Cart	5 pick-ups per week	per month	201.03	\$231.18
5c.	Commercial/Multi-family MSW	90 Gallon Cart	6 pick-ups per week	per month	240.79	\$276.91
5d.	Commercial/Multi-family MSW	2 Cubic Yard Bin	1 pick-up per week	per month	119.09	\$136.95
5d.	Commercial/Multi-family MSW	2 Cubic Yard Bin	2 pick-ups per week	per month	197.11	\$226.68
5d.	Commercial/Multi-family MSW	2 Cubic Yard Bin	3 pick-ups per week	per month	257.36	\$295.96
5d.	Commercial/Multi-family MSW	2 Cubic Yard Bin	4 pick-ups per week	per month	329.36	\$378.76
5d.	Commercial/Multi-family MSW	2 Cubic Yard Bin	5 pick-ups per week	per month	401.42	\$461.63
5d.	Commercial/Multi-family MSW	2 Cubic Yard Bin	6 pick-ups per week	per month	473.42	\$544.43
5e.	Commercial/Multi-family MSW	3 Cubic Yard Bin	1 pick-up per week	per month	133.91	\$154.00
5e.	Commercial/Multi-family MSW	3 Cubic Yard Bin	2 pick-ups per week	per month	221.91	\$255.20
5e.	Commercial/Multi-family MSW	3 Cubic Yard Bin	3 pick-ups per week	per month	294.65	\$338.85
5e.	Commercial/Multi-family MSW	3 Cubic Yard Bin	4 pick-ups per week	per month	379.06	\$435.92
5e.	Commercial/Multi-family MSW	3 Cubic Yard Bin	5 pick-ups per week	per month	463.50	\$533.03
5e.	Commercial/Multi-family MSW	3 Cubic Yard Bin	6 pick-ups per week	per month	559.93	\$643.92
5f.	Commercial/Multi-family MSW	4 Cubic Yard Bin	1 pick-up per week	per month	173.39	\$199.40
5f.	Commercial/Multi-family MSW	4 Cubic Yard Bin	2 pick-ups per week	per month	258.57	\$297.36
5f.	Commercial/Multi-family MSW	4 Cubic Yard Bin	3 pick-ups per week	per month	367.06	\$422.12
5f.	Commercial/Multi-family MSW	4 Cubic Yard Bin	4 pick-ups per week	per month	463.95	\$533.54
5f.	Commercial/Multi-family MSW	4 Cubic Yard Bin	5 pick-ups per week	per month	560.81	\$644.93
5f.	Commercial/Multi-family MSW	4 Cubic Yard Bin	6 pick-ups per week	per month	657.68	\$756.33
5g.	Commercial/Multi-family MSW	6 Cubic Yard Bin	1 pick-up per week	per month	192.54	\$221.42
5g.	Commercial/Multi-family MSW	6 Cubic Yard Bin	2 pick-ups per week	per month	320.21	\$368.24
5g.	Commercial/Multi-family MSW	6 Cubic Yard Bin	3 pick-ups per week	per month	442.27	\$508.61
5g.	Commercial/Multi-family MSW	6 Cubic Yard Bin	4 pick-ups per week	per month	563.90	\$648.49
5g.	Commercial/Multi-family MSW	6 Cubic Yard Bin	5 pick-ups per week	per month	685.54	\$788.37
5g.	Commercial/Multi-family MSW	6 Cubic Yard Bin	6 pick-ups per week	per month	831.48	\$956.20
<u>Commercial/Multi-family Split Bin Service</u>						
6a.	Commercial/Multi-family MSW	1.5 Yard (3-yard split)	1 pick-up per week	per month	98.42	\$113.18
6a.	Commercial/Multi-family MSW	1.5 Yard (3-yard split)	2 pick-ups per week	per month	154.04	\$177.15
6a.	Commercial/Multi-family MSW	1.5 Yard (3-yard split)	3 pick-ups per week	per month	192.61	\$221.50
6a.	Commercial/Multi-family MSW	1.5 Yard (3-yard split)	4 pick-ups per week	per month	243.13	\$279.60
6a.	Commercial/Multi-family MSW	1.5 Yard (3-yard split)	5 pick-ups per week	per month	293.68	\$337.73

EXHIBIT 1

City of Laguna Hills

Revised Attachment D - Effective July 1, 2024

					2023 Rate	2024 Rate
6a.	Commercial/Multi-family MSW	1.5 Yard (3-yard split)	6 pick-ups per week	per month	343.80	\$395.37
6b.	Commercial/Multi-family Recyclable Materials	1.5 Yard (3-yard split)	1 pick-up per week	per month	41.59	\$47.83
6b.	Commercial/Multi-family Recyclable Materials	1.5 Yard (3-yard split)	2 pick-ups per week	per month	68.05	\$78.26
6b.	Commercial/Multi-family Recyclable Materials	1.5 Yard (3-yard split)	3 pick-ups per week	per month	105.77	\$121.64
6b.	Commercial/Multi-family Recyclable Materials	1.5 Yard (3-yard split)	4 pick-ups per week	per month	133.80	\$153.87
6b.	Commercial/Multi-family Recyclable Materials	1.5 Yard (3-yard split)	5 pick-ups per week	per month	161.82	\$186.09
6b.	Commercial/Multi-family Recyclable Materials	1.5 Yard (3-yard split)	6 pick-ups per week	per month	189.87	\$218.35
6c.	Commercial/Multi-family MSW	2 Yard (4-yard split)	1 pick-up per week	per month	119.09	\$136.95
6c.	Commercial/Multi-family MSW	2 Yard (4-yard split)	2 pick-ups per week	per month	197.11	\$226.68
6c.	Commercial/Multi-family MSW	2 Yard (4-yard split)	3 pick-ups per week	per month	257.36	\$295.96
6c.	Commercial/Multi-family MSW	2 Yard (4-yard split)	4 pick-ups per week	per month	329.36	\$378.76
6c.	Commercial/Multi-family MSW	2 Yard (4-yard split)	5 pick-ups per week	per month	401.42	\$461.63
6c.	Commercial/Multi-family MSW	2 Yard (4-yard split)	6 pick-ups per week	per month	473.42	\$544.43
6d.	Commercial/Multi-family Recyclable Materials	2 Yard (4-yard split)	1 pick-up per week	per month	47.42	\$54.53
6d.	Commercial/Multi-family Recyclable Materials	2 Yard (4-yard split)	2 pick-ups per week	per month	80.92	\$93.06
6d.	Commercial/Multi-family Recyclable Materials	2 Yard (4-yard split)	3 pick-ups per week	per month	125.79	\$144.66
6d.	Commercial/Multi-family Recyclable Materials	2 Yard (4-yard split)	4 pick-ups per week	per month	159.10	\$182.97
6d.	Commercial/Multi-family Recyclable Materials	2 Yard (4-yard split)	5 pick-ups per week	per month	192.46	\$221.33
6d.	Commercial/Multi-family Recyclable Materials	2 Yard (4-yard split)	6 pick-ups per week	per month	225.79	\$259.66
<u>Commercial/Multi-family Organic Waste Service</u>						
7a.	Commercial/Multi-family Organic Waste	35 Gallon Cart	1 pick-up per week		19.85	\$22.83
7a.	Commercial/Multi-family Organic Waste	35 Gallon Cart	2 pick-ups per week		39.74	\$45.70
7a.	Commercial/Multi-family Organic Waste	35 Gallon Cart	3 pick-ups per week		59.60	\$68.54
7a.	Commercial/Multi-family Organic Waste	35 Gallon Cart	4 pick-ups per week		79.50	\$91.43
7a.	Commercial/Multi-family Organic Waste	35 Gallon Cart	5 pick-ups per week		99.33	\$114.23
7a.	Commercial/Multi-family Organic Waste	35 Gallon Cart	6 pick-ups per week		119.22	\$137.10
						\$0.00
7b.	Commercial/Multi-family Organic Waste	60 Gallon Cart	1 pick-up per week		21.44	\$24.66
7b.	Commercial/Multi-family Organic Waste	60 Gallon Cart	2 pick-ups per week		42.93	\$49.37
7b.	Commercial/Multi-family Organic Waste	60 Gallon Cart	3 pick-ups per week		64.38	\$74.04
7b.	Commercial/Multi-family Organic Waste	60 Gallon Cart	4 pick-ups per week		85.85	\$98.73
7b.	Commercial/Multi-family Organic Waste	60 Gallon Cart	5 pick-ups per week		107.31	\$123.41
7b.	Commercial/Multi-family Organic Waste	60 Gallon Cart	6 pick-ups per week		128.78	\$148.10

EXHIBIT 1

City of Laguna Hills

Revised Attachment D - Effective July 1, 2024

				2023 Rate	2024 Rate
7c.	Commercial/Multi-family Organic Waste	2 Cubic Yard Bin	1 pick-up per week	47.42	\$54.53
7c.	Commercial/Multi-family Organic Waste	2 Cubic Yard Bin	2 pick-ups per week	80.92	\$93.06
7c.	Commercial/Multi-family Organic Waste	2 Cubic Yard Bin	3 pick-ups per week	125.79	\$144.66
7c.	Commercial/Multi-family Organic Waste	2 Cubic Yard Bin	4 pick-ups per week	159.10	\$182.97
7c.	Commercial/Multi-family Organic Waste	2 Cubic Yard Bin	5 pick-ups per week	192.46	\$221.33
7c.	Commercial/Multi-family Organic Waste	2 Cubic Yard Bin	6 pick-ups per week	225.79	\$259.66

Source-Separated (Type-Separated) Recycling Service

8c.	Source-Separated Recycling	35 Gallon Cart	1 pick-up per week	per month	15.48	\$17.80
8c.	Source-Separated Recycling	35 Gallon Cart	2 pick-ups per week	per month	30.91	\$35.55
8c.	Source-Separated Recycling	35 Gallon Cart	3 pick-ups per week	per month	46.38	\$53.34
8c.	Source-Separated Recycling	35 Gallon Cart	4 pick-ups per week	per month	61.82	\$71.09
8c.	Source-Separated Recycling	35 Gallon Cart	5 pick-ups per week	per month	77.28	\$88.87
8c.	Source-Separated Recycling	35 Gallon Cart	6 pick-ups per week	per month	92.75	\$106.66
						\$0.00
8b.	Source-Separated Recycling	60 Gallon Cart	1 pick-up per week	per month	17.33	\$19.93
8b.	Source-Separated Recycling	60 Gallon Cart	2 pick-ups per week	per month	34.67	\$39.87
8b.	Source-Separated Recycling	60 Gallon Cart	3 pick-ups per week	per month	51.99	\$59.79
8b.	Source-Separated Recycling	60 Gallon Cart	4 pick-ups per week	per month	69.33	\$79.73
8b.	Source-Separated Recycling	60 Gallon Cart	5 pick-ups per week	per month	86.62	\$99.61
8b.	Source-Separated Recycling	60 Gallon Cart	6 pick-ups per week	per month	103.98	\$119.58
8c.	Source-Separated Recycling	90 Gallon Cart	1 pick-up per week	per month	19.16	\$22.03
8c.	Source-Separated Recycling	90 Gallon Cart	2 pick-ups per week	per month	38.26	\$44.00
8c.	Source-Separated Recycling	90 Gallon Cart	3 pick-ups per week	per month	57.41	\$66.02
8c.	Source-Separated Recycling	90 Gallon Cart	4 pick-ups per week	per month	76.55	\$88.03
8c.	Source-Separated Recycling	90 Gallon Cart	5 pick-ups per week	per month	95.67	\$110.02
8c.	Source-Separated Recycling	90 Gallon Cart	6 pick-ups per week	per month	114.83	\$132.05
8d.	Source-Separated Recycling	2 Cubic Yard Bin	1 pick-up per week	per month	36.72	\$42.23
8d.	Source-Separated Recycling	2 Cubic Yard Bin	2 pick-ups per week	per month	60.21	\$69.24
8d.	Source-Separated Recycling	2 Cubic Yard Bin	3 pick-ups per week	per month	87.32	\$100.42
8d.	Source-Separated Recycling	2 Cubic Yard Bin	4 pick-ups per week	per month	109.39	\$125.80
8d.	Source-Separated Recycling	2 Cubic Yard Bin	5 pick-ups per week	per month	131.48	\$151.20
8d.	Source-Separated Recycling	2 Cubic Yard Bin	6 pick-ups per week	per month	153.15	\$176.12
8e.	Source-Separated Recycling	3 Cubic Yard Bin	1 pick-up per week	per month	46.48	\$53.45
8e.	Source-Separated Recycling	3 Cubic Yard Bin	2 pick-ups per week	per month	69.74	\$80.20

EXHIBIT 1

City of Laguna Hills

Revised Attachment D - Effective July 1, 2024

					2023 Rate	2024 Rate
8e.	Source-Separated Recycling	3 Cubic Yard Bin	3 pick-ups per week	per month	116.21	\$133.64
8e.	Source-Separated Recycling	3 Cubic Yard Bin	4 pick-ups per week	per month	141.40	\$162.61
8e.	Source-Separated Recycling	3 Cubic Yard Bin	5 pick-ups per week	per month	147.10	\$169.17
8e.	Source-Separated Recycling	3 Cubic Yard Bin	6 pick-ups per week	per month	176.73	\$203.24
8f.	Source-Separated Recycling	4 Cubic Yard Bin	1 pick-up per week	per month	51.39	\$59.10
8f.	Source-Separated Recycling	4 Cubic Yard Bin	2 pick-ups per week	per month	102.77	\$118.19
8f.	Source-Separated Recycling	4 Cubic Yard Bin	3 pick-ups per week	per month	154.17	\$177.30
8f.	Source-Separated Recycling	4 Cubic Yard Bin	4 pick-ups per week	per month	205.56	\$236.39
8f.	Source-Separated Recycling	4 Cubic Yard Bin	5 pick-ups per week	per month	256.94	\$295.48
8f.	Source-Separated Recycling	4 Cubic Yard Bin	6 pick-ups per week	per month	306.36	\$352.31
8g.	Source-Separated Recycling	6 Cubic Yard Bin	1 pick-up per week	per month	69.51	\$79.94
8g.	Source-Separated Recycling	6 Cubic Yard Bin	2 pick-ups per week	per month	147.28	\$169.37
8g.	Source-Separated Recycling	6 Cubic Yard Bin	3 pick-ups per week	per month	217.97	\$250.67
8g.	Source-Separated Recycling	6 Cubic Yard Bin	4 pick-ups per week	per month	241.56	\$277.79
8g.	Source-Separated Recycling	6 Cubic Yard Bin	5 pick-ups per week	per month	288.65	\$331.95
8g.	Source-Separated Recycling	6 Cubic Yard Bin	6 pick-ups per week	per month	371.16	\$426.83
8h.	Source-Separated Recycling	10 Cubic Yard Roll-Off	1 pick-up per week	per pull	224.99 + 52.81/Ton*	\$258.74+60.73/Ton*
8i.	Source-Separated Recycling	40 Cubic Yard Roll-Off	1 pick-up per week	per pull	224.99 + 52.81/Ton*	\$258.74+60.73/Ton*
<u>Permanent Container Service</u>						
9a.	Permanent Compactor and Roll Off Box	10 Cu. Yd. Compactor	On-call or Scheduled Service	per pull	251.6 + 52.81/Ton*	\$289.34+\$60.73/Ton
9b.	Permanent Compactor and Roll Off Box	40 Cu. Yd. Compactor	On-call or Scheduled Service	per pull	251.6 + 52.81/Ton*	\$289.34+\$60.73/Ton
9c.	Permanent Compactor and Roll Off Box	10 Cu. Yd. Roll Off Box	On-call or Scheduled Service	per pull	224.99 + 52.81/Ton*	\$258.74+60.73/Ton*
9d.	Permanent Compactor and Roll Off Box	40 Cu. Yd. Roll Off Box	On-call or Scheduled Service	per pull	224.99 + 52.81/Ton*	\$258.74+60.73/Ton*
<u>Temporary Container Service</u>						
10a.	Temporary Bin and Roll-Off Box	2 Cubic Yard Bin		per pull	123.71	\$142.27
10b.	Temporary Bin and Roll-Off Box	3 Cu. Yard Cub		per pull	132.01	\$151.81
10c.	Temporary Bin and Roll-Off Box	6 Cubic Yard Bin		per pull	157.01	\$180.56
10d.	Temporary Bin and Roll-Off Box	10 Cu. Yd. Roll Off		per pull	224.99 + 52.81/Ton*	\$258.74+60.73/Ton*
10e.	Temporary Bin and Roll-Off Box	20 Cubic Yard Roll-Off		per pull	224.96 + 26.33/Ton*	\$258.74+30.28/Ton*
10f.	Temporary Bin and Roll-Off Box	30 Cubic Yard Roll-Off		per pull	224.96 + 39.48/Ton*	\$258.74+45.40/Ton*
10g.	Temporary Bin and Roll-Off Box	40 Cu. Yd. Roll Off		per pull	224.99 + 52.81/Ton*	\$258.74+60.73/Ton*

City of Laguna Hills

Revised Attachment D - Effective July 1, 2024

Revised Attachment D - Effective July 1, 2024				2023 Rate	2024 Rate
<u>COD Service</u>					
11a.	COD Roll-Off - up to 6 tons (over 6 tons billed @\$38/ton)	40 cubic yard bin	per pull	547.19	\$629.27
11b.	COD Roll-Off - up to 8 tons (over 8 tons billed @\$38/ton)	10 cubic yard bin	per pull	640.38	\$736.44
<u>Special Event Service</u>					
12a.	Special Event	MSW Cart (60 gallon)	per container	14.82	\$17.04
12b.	Special Event	MSW Cart (90 gallon)	per container	16.13	\$18.55
12c.	Special Event	Recyclable Materials or Organic Waste Cart (60 gallon)	per container	13.01	\$14.96
12d.	Special Event	Recyclable Materials or Organic Waste Cart (90 gallon)	per container	14.61	\$16.80
12e.	Special Event	MSW 3 Cu. Yard Bin	per container	140.41	\$161.47
12f.	Special Event	Recycling 3 Cu. Yard Bin	per container	70.02	\$80.52
12g.	Special Event	MSW 10 Cu.Yd. Roll-off	per pull	224.99 + 52.81/Ton*	\$258.74+60.73/Ton*
12h.	Special Event	Recycling 10 Cu.Yd. Roll-off	per pull	224.99 + 52.81/Ton*	\$258.74+60.73/Ton*
12i.	Special Event	MSW 40 Cu.Yd. Roll-off	per pull	224.99 + 52.81/Ton*	\$258.74+60.73/Ton*
12j.	Special Event	Recycling 40 Cu.Yd. Roll-off	per pull	224.99 + 52.81/Ton*	\$258.74+60.73/Ton*
<u>Emergency Services</u>					
13a.	90 Gallon Cart		per container	46.36	\$53.31
13b.	3 Cu. Yard Bin		per container	159.86	\$183.84
13c.	10 Cu. Yard Roll-off		per pull	269.99 + 52.81/Ton*	\$310.49+61.73/Ton*
13d.	40 Cu. Yard Roll-off		per pull	269.99 + 52.81/Ton*	\$310.49+61.73/Ton*
<u>Other Services & Special Services</u>					
14a.	Residential Bulky Goods Collection Service (4 items per pick-up: 2 free bulky Goods pick-ups/yr)		per pick-up	34.36	\$39.51
14b.	Commercial Bulky Goods Collection Service (4 items per pick-up)		per pick-up	61.83	\$71.10
14c.	Residential Bulky Goods Collection for items containing Freon.		per item	-	\$0.00
14d.	Commercial Bulky Good Collection for items containing Freon.		per item	61.83	\$71.10
14e.	Residential Electronic Waste Collection		per item	-	\$0.00
14f.	Commercial Electronic Waste Collection		per item	34.36	\$39.51
14g.	Repair and Maintenance of Compactor		per hour	101.6 + per hour	116.84 per hour
14h.	Cart Exchange		per cart	-	\$0.00
14i.	Bin Locking Lids		per month	20.61	\$23.70
14j.	Commercial Bin Wheel-out Service (25' - 50')		per month	34.36	\$39.51
14k.	Commercial Bin Wheel-out Service (51' - 75')		per month	68.71	\$79.02
14l.	Additional Bin pick-up Request (For Bin services listed under numbers: 2, 3, 4, 5, 6, 7)		per bin	53.58	\$61.62

City of Laguna Hills

Revised Attachment D - Effective July 1, 2024

				2023 Rate	2024 Rate
14m.	Additional Cart pick-up Request (For Cart services listed under numbers: 2, 3, 4, 5, 6, 7)		per cart	20.61	\$23.70
14n.	Residential Backyard Wheel-Out Service for customers providing a physician's note.			-	-
14o.	Commercial Glass Recycling (35,60,90 gallon Carts)			-	-
14p.	Commercial Bin Wheel-Out Service for a distance less than 25 feet.			-	-
14q.	Residential HHW Door Side Collection Service (2 pick-ups/yr)			-	-
14r.	Residential UW Door Side Collection Service (2 pick-ups/yr)			-	-

Compactor (Clean MRF Processing Recyclables) Service

15a.	Compactor (Clean MRF Processing Recyclables)	3 Cu.Yard Compactor	1 pick-up per week	per month	218.07	\$250.78
15a.	Compactor (Clean MRF Processing Recyclables)	3 Cu.Yard Compactor	2 pick-ups per week	per month	370.57	\$426.16
15a.	Compactor (Clean MRF Processing Recyclables)	3 Cu.Yard Compactor	3 pick-ups per week	per month	509.66	\$586.11
15a.	Compactor (Clean MRF Processing Recyclables)	3 Cu.Yard Compactor	4 pick-ups per week	per month	662.19	\$761.52
15a.	Compactor (Clean MRF Processing Recyclables)	3 Cu.Yard Compactor	5 pick-ups per week	per month	814.71	\$936.92
15a.	Compactor (Clean MRF Processing Recyclables)	3 Cu.Yard Compactor	6 pick-ups per week	per month	967.22	\$1,112.30
15b.	Compactor (Clean MRF Processing Recyclables)	4 Cu.Yard Compactor	1 pick-up per week	per month	250.69	\$288.29
15b.	Compactor (Clean MRF Processing Recyclables)	4 Cu.Yard Compactor	2 pick-ups per week	per month	435.73	\$501.09
15b.	Compactor (Clean MRF Processing Recyclables)	4 Cu.Yard Compactor	3 pick-ups per week	per month	607.48	\$698.60
15b.	Compactor (Clean MRF Processing Recyclables)	4 Cu.Yard Compactor	4 pick-ups per week	per month	792.51	\$911.39
15b.	Compactor (Clean MRF Processing Recyclables)	4 Cu.Yard Compactor	5 pick-ups per week	per month	977.64	\$1,124.29
15b.	Compactor (Clean MRF Processing Recyclables)	4 Cu.Yard Compactor	6 pick-ups per week	per month	1,162.76	\$1,337.17
15c.	Compactor (Clean MRF Processing Recyclables)	10 Cu. Yard Compactor		per pull	224.99 + 26.41/Ton*	\$258.74+30.37/Ton*
15d.	Compactor (Clean MRF Processing Recyclables)	20 Cu. Yard Compactor		per pull	224.99 + 33/Ton*	\$258.74+37.95/Ton*
15e.	Compactor (Clean MRF Processing Recyclables)	30 Cu. Yard Compactor		per pull	224.99 + 39.59/Ton*	\$258.74+45.53/Ton*
15f.	Compactor (Clean MRF Processing Recyclables)	40 Cu. Yard Compactor		per pull	224.99 + 52.81/Ton*	\$258.74+60.73/Ton*

Attachment 2



NOTICE CONCERNING PROPOSED SOLID WASTE & RECYCLING RATE ADJUSTMENTS AND PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Tuesday, April 23, 2024, at 7:00 p.m.**, a public hearing will be held at the City of Laguna Hills City Council Chambers located at 24035 El Toro Rd., Laguna Hills, CA 92653 to consider proposed adjustments to the City's solid waste rates and charges. If approved by the City Council, the proposed rate adjustments will go into effect on July 1, 2024.

WHY RATE ADJUSTMENTS ARE NECESSARY

All cities in the State, including Laguna Hills, face the most stringent solid waste legislation in California history under State Senate Bill 1383 (SB 1383). SB 1383 organic recycling mandates and post-pandemic economic conditions, including equipment supply chain interruptions and labor shortages, are significantly impacting the solid waste industry. These impacts, in addition to other inflationary forces have increased the costs of operations for the City's franchised waste hauler, CR&R Incorporated ("CR&R"). The City is considering an amendment to the franchise agreement with CR&R ("Agreement") that includes an adjustment to the rates charged by CR&R for solid waste and recyclables collection services provided to residential and commercial customers. The proposed increases for a typical residential and commercial customer are shown in Table 1 on page 2. The City with its consultant have reviewed the proposed rate increases and have determined them to be reasonable. The City is fortunate to have very competitive rates among solid waste and recyclables collection services in the County.

PROPOSED SOLID WASTE RATES

The proposed rates for solid waste and recyclables collection services will be considered by the City as part of an amendment to the Agreement that will also extend the term of the Agreement for one year while the City completes the procurement of a new franchise. The Agreement amendment will ensure that the City continues to be in compliance with the State's SB 1383 and other mandates, and will provide for an additional year of uninterrupted solid waste and recyclable collection services. The one-year extension of the Agreement will further provide adequate time for a hauler under the new franchise to transition to servicing the City of Laguna Hills on July 1, 2025.

The proposed rates include charges for automated curbside, bin collection, and roll-off box service. The rates represent the amount CR&R may charge customers as compensation for all labor, equipment, materials and supplies, taxes, insurance, bonds, letters of credit, overhead, disposal, transfer, processing, profit, and all other earnings necessary to perform all the services required by the Agreement.

Single-Family dwellings with cart service will be charged a base rate, which includes a trash cart, a recycling cart, and an organics recycling cart that includes green waste. Commercial and Multi-Family customers with container (cart and/or bin) service are charged a monthly rate based on the number and size of containers, and the number of weekly pickups.

If approved, the rates for the one-year extension will go into effect July 1, 2024.

Table 1 below compares the current rates for typical residential and commercial services with those proposed for July 1, 2024. The entire rate schedule for the one-year extension can be viewed on the City's website at <https://www.ci.laguna-hills.ca.us/206/Trash-Recycling-Services>. For more information regarding the State's SB 1383 unfunded mandate please visit CalRecycle's website at <https://www.calrecycle.ca.gov/organics/slcp>.

Table 1. Proposed Solid Waste & Recycling Rates (per month)

	Residential: Cart	Commercial: Trash Bin *	Commercial: Recycling Bin *	Commercial: Food Waste Bin **
Current Rate	\$20.98	\$133.91	\$56.07	\$47.42
July 1, 2024	\$23.00	\$154.00	\$64.48	\$54.53
* Commercial and Multi-Family 3 Cubic Yard Bin serviced with 1 pickup per week.				
** Commercial and Multi-Family 2 Cubic Yard Bin serviced with 1 pickup per week.				

PUBLIC HEARING AND PROTEST PROCEEDINGS

Property owners, as defined under Proposition 218, may protest the proposed rate adjustment in writing prior to or during the public hearing. Consistent with the provisions of Proposition 218 and Government Code Section 53755, this notice has been mailed to all record owners of the affected properties at the addresses as they appear on the latest equalized assessment roll. If you are a property owner as defined under Proposition 218 and object to the proposed rates as described in this Notice, you may file a written protest with the City at or before the time set for the public hearing. Original written protests can be mailed or personally delivered to the City Clerk as follows:

City Clerk
City of Laguna Hills
24035 El Toro Rd.
Laguna Hills, CA 92653

A valid written protest must include:

1. The name of the record owner or owners of the property; and
2. Identification of the property by either assessor's parcel number or street address; and
3. A statement of protest ("I/we protest" will suffice); and
4. The original signature of the protesting owner or owners (photocopies, electronic mail, electronic copies, e-comments, or facsimiles will not be accepted).

Please note that each property owner will be counted as a single vote, regardless of the number of owners. If there are two record owners, both must sign the written protest. If there are more than two owners, the protest must be signed by a majority of the owners. Multiple protests returned for a single property will be disallowed and the City Clerk will only accept one protest per property.

The City Clerk will determine the validity of all protests submitted and exclude any invalid protests from the final tabulation. The City Clerk may confer with the City Attorney in determining the validity of written protests. As part of this process, the City Attorney may view contested or suspect protest forms. The City Clerk's decision shall be final and binding.

If you have any questions regarding this Notice or the proposed rate adjustments, or would like even more detailed information, please contact David Reynolds at (949) 707-2685.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 23, 2024
TO: Mayor and Council Members
FROM: Holland Gannon
Community Services Manager
ISSUE: Plein Air Painting Contest

RECOMMENDATION: That the City Council provide further direction on City support for the Laguna Terrace Beautification Team's Plein Air Painting Contest event.

SUMMARY:

On Saturday, May 11, 2024, the Laguna Terrace Beautification Team will be holding the inaugural Plein Air Painting Competition from 8 AM – 5 PM. The Plein Air Painting Competition will be held at the following public parks and open area in northern Laguna Hills: Santa Vittoria Park, San Remo Park, and the Laguna Terrace entryway gazebo.

The Plein Air Painting Competition was discussed at the April 9, 2024, City Council meeting and staff was directed to bring back a report at the April 23, 2024 to further discuss the City's support for the event. Further, the City Council directed staff to meet with Mr. Harry Huggins of the Laguna Terrace Beautification Team to help plan the logistics of the event. Community Services staff met with Mr. Huggins, and during the meeting the following requests were made by Mr. Huggins for the City to help support the event:

- Portable restrooms at the event locations.
- Signage including pedestrian crossing, special event, and no parking signs.
- Use of the City Eventbrite ticketing system. An Eventbrite page was created and tickets were available beginning April 15, 2024.

Plein Air Painting Contest

April 23, 2024

Page 2

- Staffing: two (2) Community Services staff members to work the event from 7 AM – 1 PM, and two (2) Community Services staff members to work the event from 3 PM – 6 PM.
- One (1) security guard to roam the three (3) event locations for the duration of the event.
- Tables, chairs, and canopies from the Community Center.

In addition, Mr. Huggins requested at the Events, Communication, and Beautification Committee (ECBC), that the City's Mother's Day Paint and Tea Event, also scheduled for May 11, 2024, remain a separate event from the Plein Air Painting Competition.

FISCAL IMPACT:

At the April 9, 2024, meeting, City Council discussed allocating a total of \$5,000 in funds to help support the event. At this time, City staff is estimating the following City expenses to support the event based on Mr. Huggins requests.

Portable Restrooms	\$530
Event signage and labor	\$1,670
Staff time during the event	\$670
Security during the event	\$320
Total:	\$3,190

In addition to these expenses, City staff is also planning on providing an event page through the City's Eventbrite account and equipment from the Community Center such as chairs, tables, and canopies. Once direction and funding amount has been determined, it is best practice to have the City pay vendors directly for any expenses. Secondly, the City can reimburse the Laguna Terrace Beautification Team for any appropriate even expenditures, once valid receipts are presented. The Community Services Department and Finance Department will monitor all costs and ensure the determined funding support level is provided.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 23, 2024
TO: Mayor and Council Members
FROM: Jennifer Lee
City Clerk
ISSUE: Committee Assignment Reports

RECOMMENDATION: That the City Council receive reports from City Council Members on the City Council Committee Assignments listed in the staff report.

SUMMARY:

The following are recent meetings and events attended by the City Council for their City Council Committee Assignments. It is order to receive a report from the Council Members listed below on their Committee Assignment(s).

- 1 Southern California Association of Governments (SCAG)
Community, Economic & Human Development Committee
Council Member Caskey
April 4 Regular Meeting
- 2 Association of California Cities – Orange County (ACC-OC)
Mayor Pro Tempore Sweeney and Council Member Heft
April 8 - 9 2024 Sacramento Advocacy Trip
- 3 Transportation Corridor Agencies (TCA)
Council Member Heft
April 11 Joint Board Meeting

Committee Assignment Reports

April 23, 2024

Page 2

- 4 Orange County Older Adults Advisory Commission (OCAAC)
Mayor Wheeler
April 12 Full Commission Meeting
- 5 Orange County Transportation Authority (OCTA)
Citizens Advisory Committee
Mayor Wheeler
April 16 Regular Meeting
- 6 Orange County Mosquito and Vector Control District (OCMVCD)
Board of Trustees
Council Member Pezold
April 18 Regular Meeting