



CITY OF LAGUNA HILLS CITY COUNCIL

SPECIAL MEETING AGENDA Tuesday, April 21, 2020 – 5:00 PM

Janine Heft, Mayor

Erica Pezold, Mayor Pro Tempore

Don Sedgwick, Council Member

Dore J. Gilbert, M.D., Council Member

Dave Wheeler, Council Member

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

NOTICE REGARDING CORONAVIRUS (COVID-19): This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The live stream of the meeting may be viewed online at <http://lagunahillsca.ig2.com/Citizens/Default.aspx>. If you wish to attend the Council meeting in person, the City Council Chambers is located at 24035 El Toro Road, Laguna Hills, CA 92653. The public shall have the right to observe and offer public comment at this location on items listed on this agenda only. If you plan on attending, please follow the California Department of Health Guidelines by washing your hands often, refrain from handshakes and maintain social distance of six feet between individuals.

Submission of Public Comments: While you may attend this meeting in person, given the health risks associated with COVID-19, the City encourages those wishing to make public comments at the April 21, 2020, Council meeting, to please submit your comments by email to be read aloud at the meeting by the City Clerk. Email comments must be submitted to the City Clerk at publiccomments@lagunahillsCA.gov. Public comments will be limited to items listed on the Agenda only. All email comments shall be subject to the same rules as would otherwise govern speaker comments at the Council meeting. Electronic comments on agenda items for the April 21, 2020, Council meeting may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

Reading of Public Comments: The City Clerk shall read all email comments, provided that the reading shall not exceed three (3) minutes, or such other times as the Council may provide, consistent with the time limit for speakers at a Council meeting. The email comments submitted shall become part of the record of the Council meeting.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE**ROLL CALL OF CITY COUNCIL MEMBERS****1. PRESENTATIONS AND PROCLAMATIONS****2. PUBLIC COMMENTS**

Members of the public may address the City Council only on items listed on the Special Meeting Agenda. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

3. CONSENT CALENDAR

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

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

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

3.2 Ratification of April 21, 2020, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from February 28, 2020, to April 2, 2020, in the amount of \$2,232,214.98.

3.3 Progress Payment No. 1 for Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412H

Recommendation: That the City Council approve Progress Payment No. 1, in the net amount of \$153,223.60, to G2 Construction, Inc., for the Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412H.

3.4 Initiation of the 2020 Weed Abatement Program

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, declaring weeds and rubbish on specified private property to be a public nuisance, commencing public proceedings, and setting a Public Hearing for May 12, 2020."

3.5 Award of the Citywide Weed Abatement Maintenance Services Agreement

Recommendation: That the City Council award the Citywide Weed Abatement Maintenance Services Agreement to Specialty Mowing Services, Inc., in the low bid amount of \$44,800.00, reject all other bids, and authorize the Mayor to sign the Agreement.

3.6 El Toro Road Bus Stop Improvements - Schedule of Construction

Recommendation: That the City Council acknowledge the proposed revised construction schedule for the El Toro Road Bus Stop Improvements, OCTA Project Number 19-LHLL-STS-3931.

3.7 2019 General Plan Annual Progress Report

Recommendation: That the City Council: 1) Receive and file the report; and 2) Direct staff to forward the 2019 General Plan Annual Progress Report and Housing Element Annual Progress Report-Housing Implementation to the State of California Department of Housing and Community Development (HCD).

3.8 Submission of an Aerial Waste Waiver to the San Diego Regional Water Quality Control Board for Pollutant Discharges from the City's Fourth of July Fireworks Display and Adoption of a Categorical Exemption Determining that the Event is Exempt from Environmental Review Pursuant to Title 14, Chapter 3, Section 15304(E) of the California Code of Regulations

Recommendation: That the City Council: 1) Direct staff to submit an aerial waste waiver to the San Diego Regional Water Quality Control Board for pollutant discharges from the City's Fourth of July fireworks display; and 2) Adopt a Categorical Exemption.

ITEMS REMOVED FROM CONSENT CALENDAR

4. PLANNING AGENCY
5. CITY COUNCIL PUBLIC HEARINGS
6. ADMINISTRATIVE REPORTS

6.1. City Manager

6.1.1 City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus, and Confirmation of the Director of Emergency Services/City Manager's Executive Orders Related Thereto

Recommendation: That the City Council: 1) Review the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus; and 2) Confirm the Director of Emergency Services/City Manager's Executive Order related thereto.

6.1.2 Resolution Designating the City Manager as an Authorized Agent of the City of Laguna Hills for Federal Emergency Management Agency Public Assistance Grants

Recommendation: That the City Council approve and adopt the California Governor's Office of Emergency Services Designation of Applicant's Agent Resolution for Non-State Agencies designating the City Manager as an authorized agent to act on behalf of the City of Laguna Hills for the purpose of obtaining public assistance grants from the Federal Emergency Management Agency

6.1.3 Recreational Facilities in City Parks

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

6.2. Assistant City Manager/Public Services Director

6.2.1 Award of Contract for Community Center HVAC and Roof Replacement Project, CIP No. 513-B

Recommendation: That the City Council award the contract for Community Center HVAC and Roof Replacement Project, CIP No. 513-B to

West Gate Contractor, in the low bid amount of \$348,300.000, reject all other bids, and authorize the Mayor to sign the construction contract.

- 7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**
- 8. CITY COUNCIL COMMENTS**
- 9. CLOSED SESSION**

ANNOUNCEMENT OF CLOSED SESSION ITEM

The City Council will convene into Closed Session, in the City Council Conference Room, or City Council Chamber, City Hall, Laguna Hills Civic Center, to consider the following matter:

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of Case: City of Laguna Hills, BFE Asset Partners, LLC, GJC Properties 8 LP, Sukin & Rosenfeld, LLC, and Erik M. Block vs. Elite Hospitality, Inc., County of Orange, Board of Supervisors of the County of Orange, Orange County Healthcare Agency, et al.; Orange County Superior Court; Case No. 30-2020-01139345-CU-MC-CJC.

PUBLIC COMMENT ON CLOSED SESSION ITEM

Members of the public may address the City Council only on items listed on the Special Meeting Agenda. 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.

ADJOURN TO CITY COUNCIL CONFERENCE ROOM OR CITY COUNCIL CHAMBER

CONVENE INTO CLOSED SESSION

The City Council will convene into Closed Session to consider the matter listed above.

RECONVENE TO CITY COUNCIL CHAMBER

CLOSED SESSION REPORT

The City Attorney will provide a closed session report.

ADJOURNMENT

The next Special Meeting of the City Council/Planning Agency will be April 28, 2020, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by April 20, 2020, at 5:00 pm.



City Clerk

April 17, 2020

Date

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

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 21, 2020
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Ratification of April 21, 2020, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from February 28, 2020, to April 2, 2020, in the amount of \$2,232,214.98.

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 February 28, 2020, to April 2, 2020, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - April 21, 2020
- Warrant Register, Payables Detail Report - April 21, 2020



City of Laguna Hills, CA

Warrant Register - April 21, 2020

By Check Number

Date Range: 02/28/2020 - 04/02/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8817551	A-0304	AU-YEUNG, MELISSA	03/05/2020	633.89
8817552	C-1139	COMPLETE OFFICE OF CALIFORNIA	03/05/2020	996.19
8817553	C-0023	COX COMMUNICATION	03/05/2020	614.12
8817554	D-0561	DOCU-TRUST LAGUNA VAULT	03/05/2020	75.00
8817555	E-0587	EMC DESIGN	03/05/2020	3,515.00
8817556	E-0588	ENVIRONMENTAL SYS RESEARCH, IND (ESRI)	03/05/2020	339.73
8817557	F-0719	FOUNDATIONS DANCE STUDIO	03/05/2020	5,788.30
8817558	H-0934	HOME DEPOT	03/05/2020	31.80
8817559	M-1388	MOBILE MINI, INC.	03/05/2020	82.97
8817560	M-1302	MOULTON NIGUEL WATER DISTRICT	03/05/2020	3,153.53
8817561	N-1474	NIEVES LANDSCAPE, INC.	03/05/2020	86,674.00
8817562	O-1546	OFFICE SOLUTIONS	03/05/2020	483.76
8817563	Z-CS-0220	RAMOS, SHEILA	03/05/2020	500.00
8817564	R-1934	RENEGADE RACING MAKE-U-FIT PRODUCTIONS	03/05/2020	5,000.00
8817565	S-2289	SANDS, CINDY	03/05/2020	911.53
8817566	S-1949	SMART & FINAL	03/05/2020	57.34
8817567	S-2250	SPARKLETTS	03/05/2020	160.37
8817568	T-2698	TPX COMMUNICATIONS	03/05/2020	534.05
8817569	W-2439	WESTAMERICA COMMUNICATIONS, INC	03/05/2020	8,175.00
8817570	R-1801	WOODRUFF, SPRADLIN & SMART	03/05/2020	39,423.74
8817571	X-2400	XEROX CORPORATION	03/05/2020	174.40
8817572	Z-CD-0241	ABOVE IT ALL ROOFING INC	03/12/2020	840.00
8817573	A-0138	ALL CITY MANAGEMENT, INC.	03/12/2020	4,047.36
8817574	A-0365	AT&T - CALNET 3	03/12/2020	21.04
8817575	B-0304	BEE MAN, THE	03/12/2020	620.00
8817576	Z-CD-0242	BRUCE ALLEN ROOFING	03/12/2020	630.00
8817577	B-0440	BUCKNAM INFRASTRUCTURE GROUP, INC.	03/12/2020	3,781.50
8817578	C-1144	CHARLES ABBOTT ASSOCIATES, INC	03/12/2020	15,558.57
8817579	C-1139	COMPLETE OFFICE OF CALIFORNIA	03/12/2020	927.70
8817580	C-1176	COMPUTER SERVICE CO.	03/12/2020	21,253.87
8817581	C-0349	CPRS - SOUTH REGION	03/12/2020	150.00
8817582	Z-CS-0221	DE LA RIVA, ROCIO	03/12/2020	250.00
8817583	E-0554	ECONOMICS, INC.	03/12/2020	8,680.00
8817584	E-0504	EL TORO WATER DISTRICT	03/12/2020	6,366.54
8817585	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	03/12/2020	1,503.00
8817586	G-0843	GRIEGO-SANDS, CINDY	03/12/2020	34.73
8817587	H-0960	HR GREEN PACIFIC, INC.	03/12/2020	45,498.78
8817588	I-0960	IRV SEAVER MOTORCYCLES	03/12/2020	49.85
8817589	I-0942	IRVINE RANCH WATER DISTRICT	03/12/2020	116.12
8817590	Z-CD-0147	JIM MURRAY ROOFING INC.	03/12/2020	1,080.00
8817591	K-1196	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	03/12/2020	3,648.75
8817592	Z-CD-0243	KNOX, LEW	03/12/2020	803.50
8817593	K-1193	KOSMONT COMPANIES	03/12/2020	724.00
8817594	Z-CD-0199	MCCORMACK ROOFING	03/12/2020	1,800.00
8817595	Z-CD-0240	MIRANDA, ROBERT	03/12/2020	990.00
8817596	M-1302	MOULTON NIGUEL WATER DISTRICT	03/12/2020	10,221.84
8817597	O-1546	OFFICE SOLUTIONS	03/12/2020	71.19
8817598	P-1836	PARKER, KEVIN	03/12/2020	162.79
8817599	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	03/12/2020	4,723.50
8817600	P-1829	PEST OPTIONS, INC.	03/12/2020	225.00
8817601	Z-CD-0244	PRESTIGE ROOFING	03/12/2020	750.00
8817602	Q-1704	QUICK CRETE PRODUCTS CORP.	03/12/2020	1,832.83

Attachment: Warrant Register - April 21, 2020 (2097 : Warrant Register, April 21, 2020)

Warrant Register - April 21, 2020

Date Range: 02/28/2020 - 04/02/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8817603	R-1855	RICHARD FISHER ASSOCIATES	03/12/2020	8,371.04
8817604	R-1977	RJ ELECTRIC	03/12/2020	3,225.13
8817605	R-1946	RK ENGINEERING GROUP, INC.	03/12/2020	3,300.00
8817606	R-1813	RPW SERVICES, INC.	03/12/2020	1,560.00
8817607	S-1902	SAN DIEGO GAS & ELECTRIC	03/12/2020	9,969.90
8817608	S-1904	SOUTHERN CALIFORNIA EDISON	03/12/2020	15,276.23
8817609	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	03/12/2020	11,622.36
8817610	T-2656	TYLER TECHNOLOGIES, INC.	03/12/2020	138.00
8817611	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	03/12/2020	168.49
8817612	V-2249	US BANK VOYAGER FLEET SYSTEM	03/12/2020	771.59
8817613	V-2224	VERIZON WIRELESS	03/12/2020	1,686.09
8817614	Z-CD-0007	VIVINT SOLAR	03/12/2020	450.86
8817615	W-2448	WEST GATE CONTRACTOR	03/12/2020	17,581.00
8817616	R-1855	RICHARD FISHER ASSOCIATES	03/17/2020	7,441.34
8817617	A-0360	ARC DOCUMENT SOLUTIONS, LLC	03/19/2020	68.39
8817618	B-0437	BRINKS, INCORPORATED	03/19/2020	147.28
8817619	C-1133	CALIFORNIA YELLOW CAB	03/19/2020	1,002.00
8817620	C-1179	CANON SOLUTIONS AMERICA	03/19/2020	225.22
8817621	C-1022	CDW GOVERNMENT, INC.	03/19/2020	500.78
8817622	C-0023	COX COMMUNICATION	03/19/2020	195.86
8817623	G-0710	GOV'T FINANCE OFFICERS ASSN	03/19/2020	530.00
8817624	K-1193	KOSMONT COMPANIES	03/19/2020	3,503.50
8817625	M-1513	MEEHAN, DANIEL	03/19/2020	417.26
8817626	O-1546	OFFICE SOLUTIONS	03/19/2020	183.23
8817627	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	03/19/2020	168.00
8817628	Z-CS-0222	PIVAROFF, GINGER	03/19/2020	105.00
8817629	P-1834	PLACEWORKS, INC.	03/19/2020	9,825.39
8817630	R-1830	RALPHS GROCERY COMPANY	03/19/2020	28.53
8817631	R-1841	ROSENFELD, KEN	03/19/2020	742.88
8817632	S-2304	SAN DIEGO GROWERS, INC.	03/19/2020	1,571.35
8817633	S-2250	SPARKLETTES	03/19/2020	89.42
8817634	W-2302	THOMSON REUTERS - WEST	03/19/2020	251.52
8817635	Z-CS-0224	ABDULA, SHAYLLA	03/26/2020	35.00
8817636	A-0138	ALL CITY MANAGEMENT, INC.	03/26/2020	5,059.20
8817637	A-0359	ANDERSON PENNA PARTNERS, INC.	03/26/2020	15,675.12
8817638	A-0365	AT&T - CALNET 3	03/26/2020	218.75
8817639	B-0304	BEE MAN, THE	03/26/2020	850.00
8817640	C-1139	COMPLETE OFFICE OF CALIFORNIA	03/26/2020	2,061.49
8817641	C-0023	COX COMMUNICATION	03/26/2020	1,348.62
8817642	Z-CS-0229	DANOSIAN, YEGANEH	03/26/2020	250.00
8817643	E-0600	EWING IRRIGATION PRODUCTS, INC	03/26/2020	108.41
8817644	F-0604	FEDERAL EXPRESS CORPORATION	03/26/2020	44.38
8817645	Z-CS-0230	FRANKS, THERESA	03/26/2020	60.00
8817646	G-0821	G2 CONSTRUCTION INC.	03/26/2020	153,223.60
8817647	H-0829	HARTZOG & CRABILL, INC.	03/26/2020	2,820.93
8817648	Z-CS-0223	HAYAUD, CAMILLE	03/26/2020	113.00
8817649	J-1057	JAMEY CLARK, INC.	03/26/2020	376.00
8817650	Z-CS-0231	JENSEN, TERRI	03/26/2020	40.00
8817651	Z-CS-0236	JOURNEY SCHOOL	03/26/2020	500.00
8817652	Z-CS-0228	KOCHAN, LINDA	03/26/2020	75.00
8817653	M-1302	MOULTON NIGUEL WATER DISTRICT	03/26/2020	3,776.10
8817654	Z-CS-0227	MULLEN, JESSICA	03/26/2020	500.00
8817655	N-1474	NIEVES LANDSCAPE, INC.	03/26/2020	1,948.59
8817656	Z-CS-0232	RAINES, ROBERT	03/26/2020	35.00
8817657	R-1977	RJ ELECTRIC	03/26/2020	729.70
8817658	Z-CS-0233	SABINA, ANNE	03/26/2020	35.00
8817659	S-1902	SAN DIEGO GAS & ELECTRIC	03/26/2020	31,608.32
8817660	Z-CS-0234	SANDERS, JANIS	03/26/2020	90.00
8817661	Z-CS-0226	SANTOS, RUBEN	03/26/2020	2,110.00
8817662	S-2188	SCANNING SERVICE CORPORATION	03/26/2020	1,375.53
8817663	Z-CS-0235	SEARS, BETH	03/26/2020	40.00

Attachment: Warrant Register - April 21, 2020 (2097 : Warrant Register, April 21, 2020)

Warrant Register - April 21, 2020

Date Range: 02/28/2020 - 04/02/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8817664	S-2296	SHUTE, MIHALY WEINBERGER LLP	03/26/2020	1,181.50
8817665	S-1904	SOUTHERN CALIFORNIA EDISON	03/26/2020	1,374.83
8817666	T-2605	TUTTLE CLICK FORD	03/26/2020	187.92
8817667	R-1801	WOODRUFF, SPRADLIN & SMART	03/26/2020	25,547.40
8817668	Z-CS-0225	XU, CHONG	03/26/2020	35.00
8817669	Z-CD-0245	ABSOLUT ROOFING INC	04/02/2020	1,320.00
8817670	Z-CD-0246	AMBRO ELECTRIC	04/02/2020	188.15
8817671	A-0304	AU-YEUNG, MELISSA	04/02/2020	866.99
8817672	Z-CS-0237	CARRILLO, LUIS	04/02/2020	500.00
8817673	C-1139	COMPLETE OFFICE OF CALIFORNIA	04/02/2020	235.97
8817674	D-0461	DATA TICKET, INC.	04/02/2020	507.58
8817675	D-0561	DOCU-TRUST LAGUNA VAULT	04/02/2020	102.00
8817676	Z-CS-0238	FUENTES, ANTONIO	04/02/2020	500.00
8817677	H-0829	HARTZOG & CRABILL, INC.	04/02/2020	12,837.50
8817678	H-0934	HOME DEPOT	04/02/2020	15.72
8817679	H-0960	HR GREEN PACIFIC, INC.	04/02/2020	12,354.00
8817680	H-0953	HRDIRECT	04/02/2020	96.96
8817681	I-0982	IDS GROUP, INC.	04/02/2020	6,997.00
8817682	G-0709	JOE A. GONSALVES & SON	04/02/2020	2,900.00
8817683	L-1250	LOCAL GOVERNMENT PUBLICATIONS	04/02/2020	143.56
8817684	M-1388	MOBILE MINI, INC.	04/02/2020	82.97
8817685	M-1302	MOULTON NIGUEL WATER DISTRICT	04/02/2020	9,776.46
8817686	N-1474	NIEVES LANDSCAPE, INC.	04/02/2020	86,674.00
8817687	N-1492	NV5, INC.	04/02/2020	10,560.00
8817688	O-1546	OFFICE SOLUTIONS	04/02/2020	9.81
8817689	P-1832	PRINTEX PRINTING AND GRAPHICS INC.	04/02/2020	890.02
8817690	R-1976	REAL ESTATE CONSULTING & SERVICES, INC.	04/02/2020	1,361.29
8817691	R-1946	RK ENGINEERING GROUP, INC.	04/02/2020	5,040.00
8817692	Z-CS-0109	ROBERTS, STAN	04/02/2020	500.00
8817693	R-1813	RPW SERVICES, INC.	04/02/2020	1,560.00
8817694	S-2296	SHUTE, MIHALY WEINBERGER LLP	04/02/2020	158.50
8817695	S-1904	SOUTHERN CALIFORNIA EDISON	04/02/2020	1,356.06
8817696	S-2250	SPARKLETTS	04/02/2020	212.75
8817697	S-2209	STUDIO TWO BLACK DIAMOND	04/02/2020	96.98
8817698	W-2337	WEST COAST ARBORISTS, INC.	04/02/2020	4,923.90
8817699	W-2377	WILLDAN ENGINEERING	04/02/2020	1,920.00
Total Regular:				813,927.38

Attachment: Warrant Register - April 21, 2020 (2097 : Warrant Register, April 21, 2020)

Warrant Register - April 21, 2020

Date Range: 02/28/2020 - 04/02/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0001155	C-1007	OCSO LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	03/02/2020	699,790.37
DFT0001158	B-0276	BANK OF AMERICA VISA CARD	03/16/2020	9,174.67
DFT0001159	B-0276	BANK OF AMERICA VISA CARD	03/16/2020	120.00
DFT0001160	B-0276	BANK OF AMERICA VISA CARD	03/16/2020	5,617.59
DFT0001161	B-0276	BANK OF AMERICA VISA CARD	03/16/2020	2,085.48
DFT0001162	B-0276	BANK OF AMERICA VISA CARD	03/16/2020	1,709.12
DFT0001175	C-1007	OCSO LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	03/26/2020	699,790.37
Total Bank Draft:				1,418,287.60

Bank Code AP Bank Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	221	149	0.00	813,927.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	1,418,287.60
EFT's	0	0	0.00	0.00
	228	157	0.00	2,232,214.98

Attachment: Warrant Register - April 21, 2020 (2097 : Warrant Register, April 21, 2020)

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	221	149	0.00	813,927.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	7	7	0.00	1,418,287.60
EFT's	0	0	0.00	0.00
	228	157	0.00	2,232,214.98

Fund Summary

Fund	Name	Period	Amount
998	POOL	3/2020	2,067,526.81
998	POOL	4/2020	164,688.17
			2,232,214.98



City of Laguna Hills, CA

Warrant Register - Payables Detail Report

By Fund

Payment Dates 02/28/20 - 04/02/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
03/02/2020	OCSD LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	SH 55843	Law Enforcement Services, Feb '20	100-420-720800	699,790.37
03/05/2020	COX COMMUNICATION	021820	T-1 Line, Feb '20	100-195-630000	402.31
03/05/2020	COX COMMUNICATION	021920	WiFi, City Hall, Feb '20	100-195-630000	179.62
03/05/2020	COX COMMUNICATION	021920a	Cable, City Hall, Feb '20	100-195-630000	32.19
03/05/2020	AU-YEUNG, MELISSA	022720	Travel Reimbursement, LOCC, Feb	100-155-612000	633.89
03/05/2020	SANDS, CINDY	030220	Petty Cash Replenishment, Dec '19 - Mar '20	100-155-611000	30.00
03/05/2020	SANDS, CINDY	030220	Petty Cash Replenishment, Dec '19 - Mar '20	100-155-612000	264.63
03/05/2020	SANDS, CINDY	030220	Petty Cash Replenishment, Dec '19 - Mar '20	100-155-620000	10.65
03/05/2020	SANDS, CINDY	030220	Petty Cash Replenishment, Dec '19 - Mar '20	100-155-622000	315.09
03/05/2020	SANDS, CINDY	030220	Petty Cash Replenishment, Dec '19 - Mar '20	100-195-620000	86.18
03/05/2020	SANDS, CINDY	030220	Petty Cash Replenishment, Dec '19 - Mar '20	100-355-611000	204.98
03/05/2020	MOULTON NIGUEL WATER DISTRICT	030520	Water Usage, Public Services & Com Ctr, Jan '20	100-310-635100	514.87
03/05/2020	FOUNDATIONS DANCE STUDIO	030520	Contract Instructor, Dance	100-310-721500	5,788.30
03/05/2020	MOULTON NIGUEL WATER DISTRICT	030520	Water Usage, Public Services & Com Ctr, Jan '20	100-355-635000	2,550.90
03/05/2020	MOULTON NIGUEL WATER DISTRICT	030520a	Water Usage, Public Services, Feb	100-355-635000	87.76
03/05/2020	DOCU-TRUST LAGUNA VAULT	039132	Offsite Data Storage, Feb '20	100-155-700030	75.00
03/05/2020	XEROX CORPORATION	099535841	Copier Lease & Usage, Jan '20	100-195-641200	418.52
03/05/2020	RENEGADE RACING MAKE-U-FIT PRODUCTIONS	1078	Event Management Services, 1/2 Marathon, Feb '20	100-310-695507	5,000.00
03/05/2020	TPX COMMUNICATIONS	126831677-0	Communications Expense, Mar '20	100-195-630000	534.05
03/05/2020	COMPLETE OFFICE OF CALIFORNIA	2415431-0	Computer & Office Supplies, Jan '20	100-195-621000	349.89
03/05/2020	COMPLETE OFFICE OF CALIFORNIA	2415431-0	Computer & Office Supplies, Jan '20	100-310-620500	115.73
03/05/2020	COMPLETE OFFICE OF CALIFORNIA	2424911-0	Office Supplies, Comm Ctr, Feb '20	100-310-620500	3.64
03/05/2020	COMPLETE OFFICE OF CALIFORNIA	2424915-0	Computer Supplies, Feb '20	100-195-621000	485.40
03/05/2020	COMPLETE OFFICE OF CALIFORNIA	2425052-0	Office Supplies, Comm Ctr, Feb '20	100-310-620500	3.41
03/05/2020	COMPLETE OFFICE OF CALIFORNIA	2425973-0	Computer, Office & Operating Supplies, Feb '20	100-195-621000	62.45
03/05/2020	COMPLETE OFFICE OF CALIFORNIA	2425973-0	Computer, Office & Operating Supplies, Feb '20	100-310-620500	40.74
03/05/2020	COMPLETE OFFICE OF CALIFORNIA	2425973-0	Computer, Office & Operating Supplies, Feb '20	100-310-622005	38.40
03/05/2020	COMPLETE OFFICE OF CALIFORNIA	2426670-0	Office Supplies, Comm Ctr, Feb '20	100-310-620500	29.00
03/05/2020	HOME DEPOT	2612856	Program Supplies, Community Services, Feb '20	100-310-695500	28.19
03/05/2020	WESTAMERICA COMMUNICATIONS, INC	334761	City Views, Spring 2020 Issue	100-155-695000	8,175.00
03/05/2020	SMART & FINAL	3831400043884	Program Supplies, Com Svcs, Feb '20	100-310-695500	31.02
03/05/2020	SMART & FINAL	3831400046145	Program Supplies, Com Svcs, Feb '20	100-310-695502	26.32
03/05/2020	SPARKLETTES	4228482 022820	Operating Supplies, Feb '20	100-195-622000	160.37
03/05/2020	HOME DEPOT	5074376	Program Supplies, Community Services, Jan '20	100-310-695500	3.61
03/05/2020	WOODRUFF, SPRADLIN & SMART	64722-64723	Professional Services Legal, Jan '20	100-155-700010	25,156.74
03/05/2020	WOODRUFF, SPRADLIN & SMART	64722-64723	Professional Services Legal, Jan '20	100-155-700011	1,232.00
03/05/2020	NIEVES LANDSCAPE, INC.	66806	Monthly and Misc Landscape, Feb	100-355-720700	86,674.00
03/05/2020	MOBILE MINI, INC.	9008007193	Storage Rental, Community Center, 2/25 - 3/23/20	100-310-641000	82.97

Attachment: Warrant Register, Payables Detail Report - April 21, 2020 (2097 : Warrant Register, April 21, 2020)

Warrant Register - Payables Detail Report

Payment Dates: 02/28/20 - 04/02/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
03/05/2020	ENVIRONMENTAL SYS RESEARCH, IND (ESRI)	93789906	GIS Maintenance Agreement, FY	100-195-720050	339.73
03/05/2020	XEROX CORPORATION	CM0000079	Credit Memo 099419584, Reverse Meter Charge	100-195-641200	(244.12)
03/05/2020	COMPLETE OFFICE OF CALIFORNIA	CM0000080	Credit Memo C2421205-0, Office Supplies, Feb '20	100-310-620500	(132.47)
03/05/2020	EMC DESIGN	E201674	City Views, Spring 2020 Issue	100-155-695000	3,515.00
03/05/2020	RAMOS, SHEILA	FRD-0242	Refund, Facility Deposit, R #1034207.002	100-000-222000	500.00
03/05/2020	OFFICE SOLUTIONS	I-01721265	Office Supplies, Feb '20	100-195-620000	150.08
03/05/2020	OFFICE SOLUTIONS	I-01724358	Operating Supplies, Feb '20	100-225-622000	126.46
03/05/2020	OFFICE SOLUTIONS	I-01726077	Office/Operating Supplies, Mar '20	100-195-620000	4.33
03/05/2020	OFFICE SOLUTIONS	I-01726077	Office/Operating Supplies, Mar '20	100-195-622000	202.89
03/12/2020	AT&T - CALNET 3	000014425705	Traffic Signal, Public Services, Feb '20	100-355-630000	21.04
03/12/2020	QUICK CRETE PRODUCTS CORP.	0112773-IN	Parks Contract Repair, Feb '20	100-355-720701	1,832.83
03/12/2020	CPRS - SOUTH REGION	022720	ANNUAL MEMBERSHIP	100-310-610000	150.00
03/12/2020	TYLER TECHNOLOGIES, INC.	025-287130	Incode AP facsimile signature	100-195-700090	138.00
03/12/2020	IRVINE RANCH WATER DISTRICT	030320	Water Usage, Public Services, Feb	100-355-635000	116.12
03/12/2020	GRIEGO-SANDS, CINDY	030920	Mileage Reimbursement, Gen Gov, 2/6/20 - 3/9/20	100-155-613000	34.73
03/12/2020	PARKER, KEVIN	030920	Mileage Reimbursement, Comm Dev, 9/3 - 10/17/19	100-225-613000	73.66
03/12/2020	PARKER, KEVIN	030920a	Mileage Reimbursement, Comm Dev, 1/29 - 2/7/20	100-225-613000	89.13
03/12/2020	SOUTHERN CALIFORNIA EDISON	031120	Street Lights, Traffic Control, Feb '20	100-355-631000	340.35
03/12/2020	SOUTHERN CALIFORNIA EDISON	031120	Street Lights, Traffic Control, Feb '20	100-355-631400	688.19
03/12/2020	SAN DIEGO GAS & ELECTRIC	031120	Street Lights, Traffic Control, Feb '20	100-355-631400	9,969.90
03/12/2020	SOUTHERN CALIFORNIA EDISON	031120	Street Lights, Traffic Control, Feb '20	100-355-631900	365.50
03/12/2020	SOUTHERN CALIFORNIA EDISON	031220	Street Lights, Traffic Control, Feb '20	100-355-631000	25.46
03/12/2020	SOUTHERN CALIFORNIA EDISON	031220	Street Lights, Traffic Control, Feb '20	100-355-631400	9,641.66
03/12/2020	SOUTHERN CALIFORNIA EDISON	031220	Street Lights, Traffic Control, Feb '20	100-355-631900	4,215.07
03/12/2020	EL TORO WATER DISTRICT	031220	Water Usage, Public Services, Feb	100-355-635000	6,366.54
03/12/2020	MOULTON NIGUEL WATER DISTRICT	031220	Water Usage, Public Services, Feb	100-355-635000	10,221.84
03/12/2020	WEST GATE CONTRACTOR	10	Graffiti Removal, Public Services, Feb '20	100-355-720500	17,581.00
03/12/2020	BEE MAN, THE	107421	Bee Removal, Public Services, Feb	100-355-720701	155.00
03/12/2020	BEE MAN, THE	107522	Bee Removal, Public Services, Feb	100-355-720701	155.00
03/12/2020	BEE MAN, THE	107538	Bee Removal, Public Services, Feb	100-355-720701	155.00
03/12/2020	BEE MAN, THE	107615	Bee Removal, Public Services, Feb	100-355-720701	155.00
03/12/2020	SUNSET PROPERTY SERVICES JONSET CORPORATION	120140	Street Sweeping Services, Feb '20	100-355-720410	11,622.36
03/12/2020	HR GREEN PACIFIC, INC.	133403	Building Services, Community Development, Jan '20	100-225-700000	31,610.00
03/12/2020	HR GREEN PACIFIC, INC.	133404	Plan Check, Community Development, Jan '20	100-225-700000	13,888.78
03/12/2020	RPW SERVICES, INC.	18709	Rodent Control, Public Services, Feb '20	100-355-720700	1,560.00
03/12/2020	KOSMONT COMPANIES	2002.1-001	Professional Services, Feb '20	100-155-700000	724.00
03/12/2020	RK ENGINEERING GROUP, INC.	200207	Engineering Services, Feb '20	100-225-700200	1,650.00
03/12/2020	RK ENGINEERING GROUP, INC.	200207	Engineering Services, Feb '20	100-355-700101	1,650.00
03/12/2020	IRV SEAEVER MOTORCYCLES	20200468	Motorcycle Maintenance, Police Svcs, Mar '20	100-420-646100	49.85
03/12/2020	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	220200373	Street Maintenance, Feb '20	100-355-720400	117.25
03/12/2020	COMPLETE OFFICE OF CALIFORNIA	2401176-0	Computer Supplies, Dec '19	100-195-621000	226.59
03/12/2020	COMPLETE OFFICE OF CALIFORNIA	2403040-0	Computer Supplies, Jan '20	100-195-621000	74.35
03/12/2020	COMPLETE OFFICE OF CALIFORNIA	2403634-0	Computer Supplies, Jan '20	100-195-621000	519.02
03/12/2020	COMPLETE OFFICE OF CALIFORNIA	2428712-0	Computer Supplies, Mar '20	100-195-621000	107.74
03/12/2020	COMPUTER SERVICE CO.	3019 - 3056	Traffic Signal Maintenance, Feb '20	100-355-720420	6,952.91
03/12/2020	PEST OPTIONS, INC.	344658	Rodent Control, Public Services, Jan '20	100-355-720700	225.00

Attachment: Warrant Register, Payables Detail Report - April 21, 2020 (2097 : Warrant Register, April 21, 2020)

Warrant Register - Payables Detail Report

Payment Dates: 02/28/20 - 04/02/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
03/12/2020	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-01.05	City Engineer Services, Feb '20	100-355-700100	3,460.00
03/12/2020	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-02.02	City Engineer Services, Feb '20	100-355-700100	321.50
03/12/2020	COMPUTER SERVICE CO.	3917-20-002	Traffic Signal Maintenance, Feb '20	100-355-720420	4,872.80
03/12/2020	COMPUTER SERVICE CO.	3917-20-01001 - 3917-20	Traffic Signal Maintenance, Feb '20	100-355-720420	9,428.16
03/12/2020	RICHARD FISHER ASSOCIATES	4316	Professional Services, Public Services, Feb '20	100-355-700101	2,675.00
03/12/2020	RICHARD FISHER ASSOCIATES	4316	Professional Services, Public Services, Feb '20	100-355-720700	435.00
03/12/2020	RICHARD FISHER ASSOCIATES	4316	Professional Services, Public Services, Feb '20	100-600-790600	2,441.04
03/12/2020	RJ ELECTRIC	58565	Parks Contract Repair, Feb '20	100-355-720701	1,947.50
03/12/2020	RJ ELECTRIC	58575	Parks Contract Repair, Mar '20	100-355-720701	1,277.63
03/12/2020	CHARLES ABBOTT ASSOCIATES, INC	60743	Road Maintenance, Feb '20	100-355-720400	15,558.57
03/12/2020	ALL CITY MANAGEMENT, INC.	66973	Crossing Guard Services, 2/9/20 - 2/22/20	100-420-720822	4,047.36
03/12/2020	US BANK VOYAGER FLEET SYSTEM	869321901009 GENGOV	Vehicle Fuel, Feb '20	100-155-613100	158.09
03/12/2020	US BANK VOYAGER FLEET SYSTEM	869321919009 COMDEV	Vehicle Fuel, Feb '20	100-225-613100	61.05
03/12/2020	US BANK VOYAGER FLEET SYSTEM	869321927009 COMSVC	Vehicle Fuel, Feb '20	100-310-613100	129.91
03/12/2020	US BANK VOYAGER FLEET SYSTEM	869322032009 POLSVCS	Vehicle Fuel, Feb '20	100-420-613100	130.07
03/12/2020	US BANK VOYAGER FLEET SYSTEM	869322040009 PUBSVCS	Vehicle Fuel, Feb '20	100-355-613100	292.47
03/12/2020	VERIZON WIRELESS	9849167080	Communication Expense, Feb '20	100-000-120000	57.29
03/12/2020	VERIZON WIRELESS	9849167080	Communication Expense, Feb '20	100-195-630000	1,628.80
03/12/2020	JIM MURRAY ROOFING INC.	CD-0544-BLDR-0305-202	Refund, C&D Deposit, R #6213	100-000-227001	1,080.00
03/12/2020	MIRANDA, ROBERT	CD-0545-BLDR-0298-202	Refund, C&D Deposit, R #6147	100-000-227001	990.00
03/12/2020	ABOVE IT ALL ROOFING INC	CD-0546-BLDR-0307-202	Refund, C&D Deposit, R #6220	100-000-227001	840.00
03/12/2020	BRUCE ALLEN ROOFING	CD-0547-BLDR-0300-202	Refund, C&D Deposit, R #6150	100-000-227001	630.00
03/12/2020	KNOX, LEW	CD-0548-BLDC-0024-201	Refund, C&D Deposit, R #5508	100-000-227001	803.50
03/12/2020	PRESTIGE ROOFING	CD-0549-BLDR-0283-202	Refund, C&D Deposit, R #6075	100-000-227001	750.00
03/12/2020	MCCORMACK ROOFING	CD-0550-BLDR-0267-202	Refund, C&D Deposit, R #5950	100-000-227001	1,800.00
03/12/2020	VIVINT SOLAR	CD-0551-ELER-0137-201	Refund, Permit Fees, R #5167	100-000-221011	1.00
03/12/2020	VIVINT SOLAR	CD-0551-ELER-0137-201	Refund, Permit Fees, R #5167	100-000-221012	4.00
03/12/2020	VIVINT SOLAR	CD-0551-ELER-0137-201	Refund, Permit Fees, R #5167	100-000-442000	123.19
03/12/2020	VIVINT SOLAR	CD-0552-ELER-0079-201	Refund, Permit Fees, R #4770	100-000-221011	1.00
03/12/2020	VIVINT SOLAR	CD-0552-ELER-0079-201	Refund, Permit Fees, R #4770	100-000-221012	4.00
03/12/2020	VIVINT SOLAR	CD-0552-ELER-0079-201	Refund, Permit Fees, R #4770	100-000-442000	110.06
03/12/2020	VIVINT SOLAR	CD-0553-ELER-0032-201	Refund, Permit Fees, R #4476	100-000-221011	1.00
03/12/2020	VIVINT SOLAR	CD-0553-ELER-0032-201	Refund, Permit Fees, R #4476	100-000-221012	4.00
03/12/2020	VIVINT SOLAR	CD-0553-ELER-0032-201	Refund, Permit Fees, R #4476	100-000-442000	202.61
03/12/2020	PARKING VIOLATIONS OC	DEC 19	Parking Fee Surcharge, Dec '19	100-420-720823	1,402.00
03/12/2020	TREASURER-TAX COLLECTOR UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	dsb20190909	Street Maintenance, Feb '20	100-355-720400	51.24
03/12/2020	PARKING VIOLATIONS OC	FEB 20	Parking Fee Surcharge, Feb '20	100-420-720823	1,637.00
03/12/2020	TREASURER-TAX COLLECTOR DE LA RIVA, ROCIO	FRD-0243	Refund, Facility Deposit, R #1033652.002	100-000-222000	250.00
03/12/2020	OFFICE SOLUTIONS	I-01728580	Office Supplies, Mar '20	100-195-620000	16.21
03/12/2020	OFFICE SOLUTIONS	I-01728666	Office Supplies, Mar '20	100-195-620000	54.98
03/12/2020	PARKING VIOLATIONS OC	JAN 20	Parking Fee Surcharge, Jan '20	100-420-720823	1,684.50
03/12/2020	TREASURER-TAX COLLECTOR FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	SH 55912	Fingerprint ID System Charges, Mar	100-420-720835	1,503.00
03/16/2020	BANK OF AMERICA VISA CARD	022020 COMDEV	Departmental Expenditure, Feb '20	100-225-611000	1,294.00
03/16/2020	BANK OF AMERICA VISA CARD	022020 COMDEV	Departmental Expenditure, Feb '20	100-225-646100	415.12
03/16/2020	BANK OF AMERICA VISA CARD	022020 COMSVC	Departmental Expenditure, Feb '20	100-000-140000	189.00
03/16/2020	BANK OF AMERICA VISA CARD	022020 COMSVC	Departmental Expenditure, Feb '20	100-195-647000	32.31
03/16/2020	BANK OF AMERICA VISA CARD	022020 COMSVC	Departmental Expenditure, Feb '20	100-310-610000	100.00
03/16/2020	BANK OF AMERICA VISA CARD	022020 COMSVC	Departmental Expenditure, Feb '20	100-310-620500	59.25
03/16/2020	BANK OF AMERICA VISA CARD	022020 COMSVC	Departmental Expenditure, Feb '20	100-310-622005	32.22
03/16/2020	BANK OF AMERICA VISA CARD	022020 COMSVC	Departmental Expenditure, Feb '20	100-310-622500	(6.32)

Warrant Register - Payables Detail Report

Payment Dates: 02/28/20 - 04/02/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
03/16/2020	BANK OF AMERICA VISA CARD	022020 COMSVCS	Departmental Expenditure, Feb '20	100-310-622501	198.31
03/16/2020	BANK OF AMERICA VISA CARD	022020 COMSVCS	Departmental Expenditure, Feb '20	100-310-695500	1,581.48
03/16/2020	BANK OF AMERICA VISA CARD	022020 COMSVCS	Departmental Expenditure, Feb '20	100-310-695502	79.70
03/16/2020	BANK OF AMERICA VISA CARD	022020 COMSVCS	Departmental Expenditure, Feb '20	100-310-695505	135.00
03/16/2020	BANK OF AMERICA VISA CARD	022020 COMSVCS	Departmental Expenditure, Feb '20	100-310-695507	2,960.00
03/16/2020	BANK OF AMERICA VISA CARD	022020 GENGOV1	Departmental Expenditure, Feb '20	100-155-612000	2,077.77
03/16/2020	BANK OF AMERICA VISA CARD	022020 GENGOV1	Departmental Expenditure, Feb '20	100-155-612002	6,400.00
03/16/2020	BANK OF AMERICA VISA CARD	022020 GENGOV1	Departmental Expenditure, Feb '20	100-155-622000	473.42
03/16/2020	BANK OF AMERICA VISA CARD	022020 GENGOV1	Departmental Expenditure, Feb '20	100-155-626000	48.48
03/16/2020	BANK OF AMERICA VISA CARD	022020 GENGOV1	Departmental Expenditure, Feb '20	100-195-617000	175.00
03/16/2020	BANK OF AMERICA VISA CARD	022020 GENGOV2	Departmental Expenditure, Feb '20	100-155-695000	120.00
03/16/2020	BANK OF AMERICA VISA CARD	022020 PUBSVCS	Departmental Expenditure, Feb '20	100-355-610000	260.00
03/16/2020	BANK OF AMERICA VISA CARD	022020 PUBSVCS	Departmental Expenditure, Feb '20	100-355-611000	410.00
03/16/2020	BANK OF AMERICA VISA CARD	022020 PUBSVCS	Departmental Expenditure, Feb '20	100-355-646100	1,379.66
03/16/2020	BANK OF AMERICA VISA CARD	022020 PUBSVCS	Departmental Expenditure, Feb '20	100-355-720500	35.82
03/17/2020	RICHARD FISHER ASSOCIATES	4307	Professional Services, Public Services, Jan '20	100-355-720700	1,725.00
03/17/2020	RICHARD FISHER ASSOCIATES	4307	Professional Services, Public Services, Jan '20	100-600-790600	1,350.00
03/17/2020	RICHARD FISHER ASSOCIATES	4307	Professional Services, Public Services, Jan '20	100-600-790600	4,366.34
03/19/2020	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER	0000474605	Legal Advertising, Feb '20	100-155-624001	168.00
03/19/2020	SAN DIEGO GROWERS, INC.	0029013-IN	Landscape Maintenance, Jan '20	100-355-720700	1,571.35
03/19/2020	RALPHS GROCERY COMPANY	0120117358	Operating Supplies, Comm Svcs, Feb '20	100-310-622005	28.53
03/19/2020	COX COMMUNICATION	022720	WiFi Community Center, Mar '20	100-195-630000	195.86
03/19/2020	MEEHAN, DANIEL	031620	Petty Cash Replenishment, Community Services	100-310-611000	45.00
03/19/2020	MEEHAN, DANIEL	031620	Petty Cash Replenishment, Community Services	100-310-620500	8.26
03/19/2020	MEEHAN, DANIEL	031620	Petty Cash Replenishment, Community Services	100-310-622500	7.00
03/19/2020	MEEHAN, DANIEL	031620	Petty Cash Replenishment, Community Services	100-310-695505	357.00
03/19/2020	ROSENFELD, KEN	031620	Travel Reimbursement, ASCE Sacramento, May '20	100-355-611000	167.96
03/19/2020	ROSENFELD, KEN	031620a	Travel Reimbursement, LPWO Monterey, Mar '20	100-355-611000	244.96
03/19/2020	ROSENFELD, KEN	031620b	Travel Reimbursement, ASCE Sacramento, Apr '20	100-355-611000	329.96
03/19/2020	ARC DOCUMENT SOLUTIONS, LLC	10577412	Printing Services, Engineering, Mar	100-000-456001	60.36
03/19/2020	ARC DOCUMENT SOLUTIONS, LLC	10577412	Printing Services, Engineering, Mar	100-155-623000	8.03
03/19/2020	BRINKS, INCORPORATED	11071038	Courier Fee, Armored Transport, Mar '20	100-155-625000	147.28
03/19/2020	SPARKLETTES	12194330 030420	Operating Supplies, Feb '20	100-310-622005	89.42
03/19/2020	GOV'T FINANCE OFFICERS ASSN	2953159	Certificate of Achievement Review Fee, FY19	100-155-611000	530.00
03/19/2020	CANON SOLUTIONS AMERICA	4032085492	Copier Usage, Community Services, 1/31 - 2/28/20	100-195-641200	225.22
03/19/2020	THOMSON REUTERS - WEST	841904786	Subscription, City Clerk, Feb '20	100-155-626000	251.52
03/19/2020	PIVAROFF, GINGER	CSPCOV-001	Refund, Program, R #1034314.002	100-000-451000	105.00
03/19/2020	OFFICE SOLUTIONS	I-01731245	Office Supplies, Mar '20	100-195-620000	139.90
03/19/2020	OFFICE SOLUTIONS	I-01731963	Office Supplies, Mar '20	100-195-620000	3.40
03/19/2020	OFFICE SOLUTIONS	I-01731974	Office Supplies, Mar '20	100-195-620000	39.93
03/19/2020	CDW GOVERNMENT, INC.	WZV0357	Computer Hardware, Gen Gov, Feb	100-195-940000	182.10
03/19/2020	CDW GOVERNMENT, INC.	XBX8471	Computer Hardware, Comm Ctr, Mar '20	100-195-940000	318.68
03/26/2020	AT&T - CALNET 3	000014431235	Alarm, Com Ctr & City Hall Lines, Mar '20	100-195-630000	137.35
03/26/2020	AT&T - CALNET 3	000014431235	Alarm, Com Ctr & City Hall Lines, Mar '20	100-310-630100	81.40
03/26/2020	COX COMMUNICATION	030520	T-1 Line, Mar '20	100-195-630000	851.31

Warrant Register - Payables Detail Report

Payment Dates: 02/28/20 - 04/02/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
03/26/2020	COX COMMUNICATION	030820	Traffic Signal, Mar '20	100-195-630000	95.00
03/26/2020	COX COMMUNICATION	031820	T-1 Line, Mar '20	100-195-630000	402.31
03/26/2020	SOUTHERN CALIFORNIA EDISON	032020	Street Lights, Traffic Control, Feb '20	100-355-631000	121.96
03/26/2020	SOUTHERN CALIFORNIA EDISON	032020	Street Lights, Traffic Control, Feb '20	100-355-631400	47.58
03/26/2020	SAN DIEGO GAS & ELECTRIC	032520	Street Lights, Traffic Control, Com Ctr, Feb '20	100-310-631100	7,997.86
03/26/2020	MOULTON NIGUEL WATER DISTRICT	032520	Water Usage, Public Services & Com Ctr, Mar '20	100-310-635100	1,681.61
03/26/2020	SOUTHERN CALIFORNIA EDISON	032520	Street Lights, Traffic Control, Feb '20	100-355-631000	11.50
03/26/2020	SAN DIEGO GAS & ELECTRIC	032520	Street Lights, Traffic Control, Com Ctr, Feb '20	100-355-631000	1,265.05
03/26/2020	SAN DIEGO GAS & ELECTRIC	032520	Street Lights, Traffic Control, Com Ctr, Feb '20	100-355-631000	6,543.71
03/26/2020	SAN DIEGO GAS & ELECTRIC	032520	Street Lights, Traffic Control, Com Ctr, Feb '20	100-355-631400	12,437.72
03/26/2020	SAN DIEGO GAS & ELECTRIC	032520	Street Lights, Traffic Control, Com Ctr, Feb '20	100-355-631900	3,363.98
03/26/2020	MOULTON NIGUEL WATER DISTRICT	032520	Water Usage, Public Services & Com Ctr, Mar '20	100-355-635000	2,094.49
03/26/2020	SOUTHERN CALIFORNIA EDISON	032520a	Street Lights, Traffic Control, Mar '20	100-355-631000	159.43
03/26/2020	SOUTHERN CALIFORNIA EDISON	032520a	Street Lights, Traffic Control, Mar '20	100-355-631400	921.60
03/26/2020	SOUTHERN CALIFORNIA EDISON	032520a	Street Lights, Traffic Control, Mar '20	100-355-631900	112.76
03/26/2020	BEE MAN, THE	107422	Bee Removal, Public Services, Feb	100-355-720701	180.00
03/26/2020	BEE MAN, THE	107425	Bee Removal, Public Services, Feb	100-355-720701	180.00
03/26/2020	BEE MAN, THE	107521	Bee Removal, Public Services, Mar	100-355-720701	155.00
03/26/2020	BEE MAN, THE	107671	Bee Removal, Public Services, Mar	100-355-720701	180.00
03/26/2020	BEE MAN, THE	107673	Bee Removal, Public Services, Mar	100-355-720701	155.00
03/26/2020	HARTZOG & CRABILL, INC.	20-0114	Traffic Signal Mgmt Services, Feb '20	100-355-700101	120.00
03/26/2020	HARTZOG & CRABILL, INC.	20-0135	Traffic Signal Mgmt Services, Feb '20	100-355-700101	2,643.43
03/26/2020	HARTZOG & CRABILL, INC.	20-0135	Traffic Signal Mgmt Services, Feb '20	100-600-790600	57.50
03/26/2020	G2 CONSTRUCTION INC.	200310	Progress Payment #1 CIP # 412H	100-000-201001	(8,064.40)
03/26/2020	G2 CONSTRUCTION INC.	200310	Progress Payment #1 CIP # 412H	100-600-790600	161,288.00
03/26/2020	SCANNING SERVICE CORPORATION	2020010	Document Imaging Svcs, Mar '20	100-155-700030	1,375.53
03/26/2020	COMPLETE OFFICE OF CALIFORNIA	2434235-0	Program Supplies, Mar '20	100-310-622500	770.01
03/26/2020	COMPLETE OFFICE OF CALIFORNIA	2434244-0	Computer Supplies, Mar '20	100-195-621000	1,255.58
03/26/2020	COMPLETE OFFICE OF CALIFORNIA	2436222-0	Operating Supplies, Comm Ctr, Mar	100-310-622005	35.90
03/26/2020	SHUTE, MIHALY WEINBERGER LLP	262856	Professional Services, Legal, Jan '20	100-155-700011	1,181.50
03/26/2020	RJ ELECTRIC	58606	Parks Contract Repair, Comm Ctr, Mar '20	100-355-720701	549.70
03/26/2020	RJ ELECTRIC	58610	Parks Contract Repair, Mar '20	100-355-720701	180.00
03/26/2020	WOODRUFF, SPRADLIN & SMART	64976	Professional Services Legal, Feb '20	100-155-700010	19,326.90
03/26/2020	WOODRUFF, SPRADLIN & SMART	64976	Professional Services Legal, Feb '20	100-155-700011	1,738.00
03/26/2020	NIEVES LANDSCAPE, INC.	66742	Monthly and Misc Landscape, Jan '20	100-355-720700	115.00
03/26/2020	NIEVES LANDSCAPE, INC.	66872	Monthly and Misc Landscape, Feb	100-355-720700	345.00
03/26/2020	NIEVES LANDSCAPE, INC.	66874	Monthly and Misc Landscape, Feb	100-355-720700	450.00
03/26/2020	NIEVES LANDSCAPE, INC.	67118	Monthly and Misc Landscape, Mar	100-355-720700	490.00
03/26/2020	NIEVES LANDSCAPE, INC.	67119	Monthly and Misc Landscape, Mar	100-355-720700	135.00
03/26/2020	NIEVES LANDSCAPE, INC.	67120	Monthly and Misc Landscape, Mar	100-355-720700	277.77
03/26/2020	NIEVES LANDSCAPE, INC.	67121	Monthly and Misc Landscape, Mar	100-355-720700	82.47
03/26/2020	NIEVES LANDSCAPE, INC.	67122	Monthly and Misc Landscape, Mar	100-355-720700	53.35
03/26/2020	ALL CITY MANAGEMENT, INC.	67311	Crossing Guard Services, 2/23/20 - 3/7/20	100-420-720822	5,059.20
03/26/2020	FEDERAL EXPRESS CORPORATION	6-956-15075	Delivery Services, Feb '20	100-195-625000	44.38
03/26/2020	JAMEY CLARK, INC.	71739	Graffiti Removal, Public Services, Mar '20	100-355-720500	376.00
03/26/2020	ANDERSON PENNA PARTNERS, INC.	8119	Inspection Services, Feb '20	100-355-700255	15,675.12
03/26/2020	EWING IRRIGATION PRODUCTS, INC	9192385	Landscape Maintenance, Public Services, Mar '20	100-355-720700	108.41
03/26/2020	HAYAUD, CAMILLE	CSPCOV-0002	Refund, Program, R #1034241.002	100-000-451000	35.00
03/26/2020	HAYAUD, CAMILLE	CSPCOV-0003	Refund, Program, R #1034241.002	100-000-451000	78.00
03/26/2020	ABDULA, SHAYLLA	CSPCOV-0004	Refund, Program, R #1034320.002	100-000-451000	35.00
03/26/2020	XU, CHONG	CSPCOV-0005	Refund, Program, R #1034301.002	100-000-451000	35.00

Attachment: Warrant Register, Payables Detail Report - April 21, 2020 (2097 : Warrant Register, April 21, 2020)

Warrant Register - Payables Detail Report

Payment Dates: 02/28/20 - 04/02/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
03/26/2020	FRANKS, THERESA	CSPCOV-0006	Refund, Program, R #1034191.002	100-000-451000	60.00
03/26/2020	JENSEN, TERRI	CSPCOV-0007	Refund, Program, R #1034171.002	100-000-451000	40.00
03/26/2020	RAINES, ROBERT	CSPCOV-0008	Refund, Program, R #1034271.002	100-000-451000	35.00
03/26/2020	SABINA, ANNE	CSPCOV-0009	Refund, Program, R #1034183.002	100-000-451000	35.00
03/26/2020	SANDERS, JANIS	CSPCOV-0010	Refund, Program, R #1034175.002	100-000-451000	20.00
03/26/2020	SANDERS, JANIS	CSPCOV-0011	Refund, Program, R #1034177.002	100-000-451000	40.00
03/26/2020	SANDERS, JANIS	CSPCOV-0012	Refund, Program, R #1034175.002	100-000-451000	30.00
03/26/2020	SEARS, BETH	CSPCOV-0013	Refund, Program, R #1034170.002	100-000-451000	40.00
03/26/2020	TUTTLE CLICK FORD	F2CS990539	Vehicle Maintenance, Community Services, Mar '20	100-310-646100	187.92
03/26/2020	DANOSIANS, YEGANEH	FRD-0244	Refund, Facility Deposit, R #1034134.002	100-000-222000	250.00
03/26/2020	SANTOS, RUBEN	FRDCOV-0001	Refund, Facility Deposit, R #1032834.002	100-000-451100	500.00
03/26/2020	MULLEN, JESSICA	FRDCOV-0002	Refund, Facility Dep, R #1034072.002, #1034074.002	100-000-451100	500.00
03/26/2020	JOURNEY SCHOOL	FRDCOV-0003	Refund, Facility Deposit, R #1034195.002	100-000-451100	500.00
03/26/2020	SANTOS, RUBEN	FRFCOV-0001	Refund, Facility Rental, R #1032834.002	100-000-451100	1,610.00
03/26/2020	KOCHAN, LINDA	FRFCOV-0002	Refund, Facility Rental, R #1034277.002	100-000-451100	75.00
03/26/2020	OCS LAW ENFORCEMENT CONTRACT, OC TREASURER-TAX	SH 55960	Law Enforcement Services, Mar '20	100-420-720800	699,790.37
04/02/2020	WILLDAN ENGINEERING	00618968	Professional Services, Feb '20	100-355-700100	1,920.00
04/02/2020	MOULTON NIGUEL WATER DISTRICT	032520a	Water Usage, Public Services, Mar	100-355-635000	883.45
04/02/2020	SOUTHERN CALIFORNIA EDISON	032720	Street Lights, Traffic Control, Mar '20	100-355-631000	11.32
04/02/2020	DOCU-TRUST LAGUNA VAULT	039408	Offsite Data Storage, Mar '20	100-155-700030	102.00
04/02/2020	MOULTON NIGUEL WATER DISTRICT	040120	Water Usage, Public Services & Com Ctr, Mar '20	100-310-635100	4.29
04/02/2020	SOUTHERN CALIFORNIA EDISON	040120	Street Lights, Traffic Control, Mar '20	100-355-631000	59.56
04/02/2020	SOUTHERN CALIFORNIA EDISON	040120	Street Lights, Traffic Control, Mar '20	100-355-631400	951.59
04/02/2020	SOUTHERN CALIFORNIA EDISON	040120	Street Lights, Traffic Control, Mar '20	100-355-631900	333.59
04/02/2020	MOULTON NIGUEL WATER DISTRICT	040120	Water Usage, Public Services & Com Ctr, Mar '20	100-355-635000	8,888.72
04/02/2020	DATA TICKET, INC.	110452	Process Fee, Parking Citations, Feb	100-420-720823	507.58
04/02/2020	REAL ESTATE CONSULTING & SERVICES, INC.	12966	Parks Contract Repair, Mar '20	100-355-720701	630.29
04/02/2020	REAL ESTATE CONSULTING & SERVICES, INC.	12991	Parks Contract Repair, Mar '20	100-355-720701	731.00
04/02/2020	HR GREEN PACIFIC, INC.	133883	Plan Check, Com Dev, CIP 101-K, Feb '20	100-600-790600	12,354.00
04/02/2020	NV5, INC.	156843	Professional Services, Feb '20	100-355-950002	10,560.00
04/02/2020	JOE A. GONSALVES & SON	158111	Legislative Services, Apr '20	100-155-700020	2,900.00
04/02/2020	WEST COAST ARBORISTS, INC.	158343	Tree Trimming Services, Mar '20	100-355-720702	270.00
04/02/2020	WEST COAST ARBORISTS, INC.	158412	Tree Trimming Services, Mar '20	100-355-720702	4,653.90
04/02/2020	RPW SERVICES, INC.	18918	Rodent Control, Public Services, Mar '20	100-355-720700	1,560.00
04/02/2020	IDS GROUP, INC.	19X063.00-3	Community Center Renovation, CIP No. 513	100-600-790600	6,997.00
04/02/2020	HARTZOG & CRABILL, INC.	20-0115	Traffic Signal Mgmt Services, Feb '20	100-355-700101	7,900.00
04/02/2020	HARTZOG & CRABILL, INC.	20-0170	Traffic Signal Mgmt Services, Mar '20	100-355-700101	4,937.50
04/02/2020	RK ENGINEERING GROUP, INC.	200208	Traffic Study, Taco Bell Project, Mar	100-000-223000	5,040.00
04/02/2020	RK ENGINEERING GROUP, INC.	200208	Traffic Study, Taco Bell Project, Mar	100-000-442004	(5,040.00)
04/02/2020	RK ENGINEERING GROUP, INC.	200208	Traffic Study, Taco Bell Project, Mar	100-225-700201	5,040.00
04/02/2020	LOCAL GOVERNMENT PUBLICATIONS	20-385	Publication, Community Development, Mar '20	100-225-626000	143.56
04/02/2020	COMPLETE OFFICE OF CALIFORNIA	2434244-1	Computer Supplies, Mar '20	100-195-621000	235.97
04/02/2020	SHUTE, MIHALY WEINBERGER LLP	263362	Professional Services, Legal, Feb '20	100-155-700011	158.50
04/02/2020	SPARKLETTTS	4228482 032720	Operating Supplies, Mar '20	100-195-622000	212.75
04/02/2020	HOME DEPOT	5618022	Program Supplies, Community Services, Mar '20	100-310-622502	15.72

Attachment: Warrant Register, Payables Detail Report - April 21, 2020 (2097 : Warrant Register, April 21, 2020)

Warrant Register - Payables Detail Report

Payment Dates: 02/28/20 - 04/02/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
04/02/2020	NIEVES LANDSCAPE, INC.	67006	Monthly and Misc Landscape, Mar	100-355-720700	86,674.00
04/02/2020	MOBILE MINI, INC.	9008165524	Storage Rental, Community Center, 3/24 - 4/20/20	100-310-641000	82.97
04/02/2020	STUDIO TWO BLACK DIAMOND	96089	Printing Services, Mar '20	100-420-622000	96.98
04/02/2020	ABSOLUT ROOFING INC	CD-0554-BLDR-0357-202	Refund, C&D Deposit, R #6544	100-000-227001	1,320.00
04/02/2020	AMBRO ELECTRIC	CD-0555-ELER-0302-202	Refund, Permit Fees, R #6031	100-000-221011	1.00
04/02/2020	AMBRO ELECTRIC	CD-0555-ELER-0302-202	Refund, Permit Fees, R #6031	100-000-221012	4.00
04/02/2020	AMBRO ELECTRIC	CD-0555-ELER-0302-202	Refund, Permit Fees, R #6031	100-000-442000	183.15
04/02/2020	CARRILLO, LUIS	FRDCOV-0004	Refund, Facility Deposit, R #1033310.002	100-000-222000	500.00
04/02/2020	ROBERTS, STAN	FRDCOV-0005	Refund, Facility Deposit, R #1034133.002	100-000-222000	500.00
04/02/2020	FUENTES, ANTONIO	FRDCOV-0006	Refund, Facility Deposit, R #1033911.002	100-000-222000	500.00
04/02/2020	HRDIRECT	INV8852676	Office Supplies, Comm Ctr, Mar '20	100-310-620500	96.96
Fund 100 - GENERAL FUND Total:					2,183,194.38

Fund: 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT

03/05/2020	WOODRUFF, SPRADLIN & SMART	64722-64723	Professional Services Legal, Jan '20	101-225-700012	13,035.00
03/12/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	030320	Professional Services, Feb '20	101-000-223000	3,648.75
03/12/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	030320	Professional Services, Feb '20	101-000-450000	(3,648.75)
03/12/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	030320	Professional Services, Feb '20	101-225-700040	3,648.75
03/19/2020	KOSMONT COMPANIES	1911.5-004	Prof Services, Village at Laguna Hills, Feb '20	101-000-223000	3,503.50
03/19/2020	KOSMONT COMPANIES	1911.5-004	Prof Services, Village at Laguna Hills, Feb '20	101-000-450000	(3,503.50)
03/19/2020	KOSMONT COMPANIES	1911.5-004	Prof Services, Village at Laguna Hills, Feb '20	101-225-700000	3,503.50
03/19/2020	PLACEWORKS, INC.	71350	Prof Services, Village at LH Expenses, Feb '20	101-000-223000	7,818.30
03/19/2020	PLACEWORKS, INC.	71350	Prof Services, Village at LH Expenses, Feb '20	101-000-450000	(7,818.30)
03/19/2020	PLACEWORKS, INC.	71350	Prof Services, Village at LH Expenses, Feb '20	101-225-700200	7,818.30
03/19/2020	PLACEWORKS, INC.	71507	Prof Services, Village at LH Expenses, Feb '20	101-000-223000	2,007.09
03/19/2020	PLACEWORKS, INC.	71507	Prof Services, Village at LH Expenses, Feb '20	101-000-450000	(2,007.09)
03/19/2020	PLACEWORKS, INC.	71507	Prof Services, Village at LH Expenses, Feb '20	101-225-700200	2,007.09
03/26/2020	WOODRUFF, SPRADLIN & SMART	64976	Professional Services Legal, Feb '20	101-225-700012	4,482.50
Fund 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT Total:					34,495.14

Fund: 221 - SENIOR MOBILITY PROGRAM

03/19/2020	CALIFORNIA YELLOW CAB	2406020	Senior Mobility Program, Feb '20	221-310-720000	1,002.00
Fund 221 - SENIOR MOBILITY PROGRAM Total:					1,002.00

Fund: 307 - C & D FORFEITED DEPOSITS

03/12/2020	ECONOMICS, INC.	2017-2018.32	Professional Services, Recycling Program, Feb '20	307-355-700000	8,680.00
03/16/2020	BANK OF AMERICA VISA CARD	022020 COMSVCS	Departmental Expenditure, Feb '20	307-355-620000	256.64
Fund 307 - C & D FORFEITED DEPOSITS Total:					8,936.64

Fund: 322 - WATER CONSERVATION

03/12/2020	RICHARD FISHER ASSOCIATES	4316	Professional Services, Public Services, Feb '20	322-355-700000	2,820.00
Fund 322 - WATER CONSERVATION Total:					2,820.00

Fund: 430 - LOCAL EMERGENCY - COVID-19

04/02/2020	AU-YEUNG, MELISSA	033120	Reimbursement, Remote Work COVID-19	430-420-940000	866.99
04/02/2020	PRINTEX PRINTING AND GRAPHICS INC.	20579 (2)	Printing Services, Public Safety, Mar '20	430-420-623000	828.60

Attachment: Warrant Register, Payables Detail Report - April 21, 2020 (2097 : Warrant Register, April 21, 2020)

Warrant Register - Payables Detail Report

Payment Dates: 02/28/20 - 04/02/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
04/02/2020	PRINTEX PRINTING AND GRAPHICS INC.	20583 (1)	Printing Services, Public Safety, Mar '20	430-420-623000	61.42
04/02/2020	OFFICE SOLUTIONS	I-01733713	Supplies - Public Safety, Mar '20	430-420-622000	9.81
Fund 430 - LOCAL EMERGENCY - COVID-19 Total:					1,766.82
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
03/12/2020	RICHARD FISHER ASSOCIATES	4316	Professional Services, Public Services, Feb '20	600-000-490100	(2,441.04)
03/12/2020	RICHARD FISHER ASSOCIATES	4316	Professional Services, Public Services, Feb '20	600-255-950514	2,441.04
03/17/2020	RICHARD FISHER ASSOCIATES	4307	Professional Services, Public Services, Jan '20	600-000-490100	(4,366.34)
03/17/2020	RICHARD FISHER ASSOCIATES	4307	Professional Services, Public Services, Jan '20	600-000-490100	(1,350.00)
03/17/2020	RICHARD FISHER ASSOCIATES	4307	Professional Services, Public Services, Jan '20	600-252-950237	4,366.34
03/17/2020	RICHARD FISHER ASSOCIATES	4307	Professional Services, Public Services, Jan '20	600-255-950514	1,350.00
03/26/2020	HARTZOG & CRABILL, INC.	20-0135	Traffic Signal Mgmt Services, Feb '20	600-000-490100	(57.50)
03/26/2020	HARTZOG & CRABILL, INC.	20-0135	Traffic Signal Mgmt Services, Feb '20	600-251-950168	57.50
03/26/2020	G2 CONSTRUCTION INC.	200310	Progress Payment #1 CIP # 412H	600-000-490100	(161,288.00)
03/26/2020	G2 CONSTRUCTION INC.	200310	Progress Payment #1 CIP # 412H	600-254-950412	161,288.00
04/02/2020	HR GREEN PACIFIC, INC.	133883	Plan Check, Com Dev, CIP 101-K, Feb '20	600-000-490100	(12,354.00)
04/02/2020	HR GREEN PACIFIC, INC.	133883	Plan Check, Com Dev, CIP 101-K, Feb '20	600-251-950101	12,354.00
04/02/2020	IDS GROUP, INC.	19X063.00-3	Community Center Renovation, CIP No. 513	600-000-490100	(6,997.00)
04/02/2020	IDS GROUP, INC.	19X063.00-3	Community Center Renovation, CIP No. 513	600-255-950513	6,997.00
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					0.00
Grand Total:					2,232,214.98

Attachment: Warrant Register, Payables Detail Report - April 21, 2020 (2097 : Warrant Register, April 21, 2020)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	2,183,194.38	2,183,194.38
101 - MGP DEVELOPMENT APPLICATION - VALH PROJEC	34,495.14	34,495.14
221 - SENIOR MOBILITY PROGRAM	1,002.00	1,002.00
307 - C & D FORFEITED DEPOSITS	8,936.64	8,936.64
322 - WATER CONSERVATION	2,820.00	2,820.00
430 - LOCAL EMERGENCY - COVID-19	1,766.82	1,766.82
600 - CAPITAL IMPROVEMENT PROJECT	0.00	0.00
Grand Total:	2,232,214.98	2,232,214.98

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-120000	Accounts Receivable	57.29	57.29
100-000-140000	Pre-paid Expenditures	189.00	189.00
100-000-201001	Accounts Payable - Retention	(8,064.40)	(8,064.40)
100-000-221011	Building Standards Fee	4.00	4.00
100-000-221012	SB1186 ADA CASp Fees	16.00	16.00
100-000-222000	Refundable Deposits	2,500.00	2,500.00
100-000-223000	Plan Application Deposit	5,040.00	5,040.00
100-000-227001	SecurityDeposit-WasteRecycling	8,213.50	8,213.50
100-000-442000	Building Related Permits	619.01	619.01
100-000-442004	Plan Check Fees - CLH	(5,040.00)	(5,040.00)
100-000-451000	Recreation Fees	588.00	588.00
100-000-451100	Recreation Fees-Reservation	3,185.00	3,185.00
100-000-456001	Sale of Publication & Maps	60.36	60.36
100-155-611000	Training and Education	560.00	560.00
100-155-612000	Travel, Conferences & Meetings	2,976.29	2,976.29
100-155-612002	Travel - ACC-OC	6,400.00	6,400.00
100-155-613000	Mileage Reimbursement	34.73	34.73
100-155-613100	Vehicle-Fuel	158.09	158.09
100-155-620000	Office Supplies	10.65	10.65
100-155-622000	Operating Supplies	788.51	788.51
100-155-623000	Printing	8.03	8.03
100-155-624001	Advertising - Legal	168.00	168.00
100-155-625000	Postage & Delivery	147.28	147.28
100-155-626000	Subscriptions & Books	300.00	300.00
100-155-695000	CommunityAsstnc/PublicRelation	11,810.00	11,810.00
100-155-700000	Professional Services	724.00	724.00
100-155-700010	Legal Services-General Counsel	44,483.64	44,483.64
100-155-700011	Legal Services-Litigation	4,310.00	4,310.00
100-155-700020	Professional Services - Legislative	2,900.00	2,900.00
100-155-700030	Professional Svcs- City Clerk	1,552.53	1,552.53
100-195-617000	Recruitment	175.00	175.00
100-195-620000	Office Supplies	495.01	495.01
100-195-621000	Computer Supplies	3,316.99	3,316.99
100-195-622000	Operating Supplies	576.01	576.01
100-195-625000	Postage & Delivery	44.38	44.38
100-195-630000	Telephone & Communication	4,458.80	4,458.80
100-195-641200	Rent/Lease - Copier	399.62	399.62
100-195-647000	Maint & Repair - Comp Eqpt	32.31	32.31
100-195-700090	Computer Consulting Services	138.00	138.00
100-195-720050	Contract Serv-Software Support	339.73	339.73
100-195-940000	Computer Hardware & Software	500.78	500.78
100-225-611000	Training and Education	1,294.00	1,294.00
100-225-613000	Mileage Reimbursement	162.79	162.79
100-225-613100	Vehicle-Fuel	61.05	61.05
100-225-622000	Operating Supplies	126.46	126.46
100-225-626000	Subscriptions & Books	143.56	143.56

Attachment: Warrant Register, Payables Detail Report - April 21, 2020 (2097 : Warrant Register, April 21, 2020)

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-225-646100	Maint & Repairs - Vehicles	415.12	415.12
100-225-700000	Prof. Svcs - Building & Safety	45,498.78	45,498.78
100-225-700200	General Planning Services	1,650.00	1,650.00
100-225-700201	Plan Application	5,040.00	5,040.00
100-310-610000	Memberships and Dues Expense	250.00	250.00
100-310-611000	Training and Education	45.00	45.00
100-310-613100	Vehicle-Fuel	129.91	129.91
100-310-620500	Office Supplies - Comm Ctr	224.52	224.52
100-310-622005	Operating Supplies Comm Ctr	224.47	224.47
100-310-622500	Supplies-Program Services	770.69	770.69
100-310-622501	Supplies-Youth Leagues	198.31	198.31
100-310-622502	Supplies-Adult Leagues	15.72	15.72
100-310-630100	Phone & Communication Comm	81.40	81.40
100-310-631100	Utilities - Electric Comm Ctr	7,997.86	7,997.86
100-310-635100	Utilities - Water Comm Ctr	2,200.77	2,200.77
100-310-641000	Rent/Lease - Equipment	165.94	165.94
100-310-646100	Maint & Repairs - Vehicles	187.92	187.92
100-310-695500	Special Events-Program Service	1,644.30	1,644.30
100-310-695502	Special Needs Program	106.02	106.02
100-310-695505	Cultural Excursions	492.00	492.00
100-310-695507	Marathon 5k	7,960.00	7,960.00
100-310-721500	Contract Services-Program Svce	5,788.30	5,788.30
100-355-610000	Memberships and Dues Expense	260.00	260.00
100-355-611000	Training and Education	1,357.86	1,357.86
100-355-613100	Vehicle-Fuel	292.47	292.47
100-355-630000	Telephone & Communication	21.04	21.04
100-355-631000	Utilities - Electric	8,538.34	8,538.34
100-355-631400	Electric-Street Lights/Signals	34,658.24	34,658.24
100-355-631900	UtilitiesElectricOnBillFinancing	8,390.90	8,390.90
100-355-635000	Utilities - Water	31,209.82	31,209.82
100-355-646100	Maint & Repairs - Vehicles	1,379.66	1,379.66
100-355-700100	City Engineer Services	5,701.50	5,701.50
100-355-700101	Traffic Engineer Services	19,925.93	19,925.93
100-355-700255	Improvement Inspection	15,675.12	15,675.12
100-355-720400	Street Maintenance	15,727.06	15,727.06
100-355-720410	Street Sweeping	11,622.36	11,622.36
100-355-720420	Traffic Signal Maintenance	21,253.87	21,253.87
100-355-720500	Graffiti Removal	17,992.82	17,992.82
100-355-720700	Landscape Maintenance Contract	182,481.35	182,481.35
100-355-720701	Parks Contract Repair	8,618.95	8,618.95
100-355-720702	Tree Maintenance	4,923.90	4,923.90
100-355-950002	Landscape Repairs - Luna Bonita	10,560.00	10,560.00
100-420-613100	Vehicle-Fuel	130.07	130.07
100-420-622000	Operating Supplies	96.98	96.98
100-420-646100	Maint & Repairs - Vehicles	49.85	49.85
100-420-720800	General Law Enforcement	1,399,580.74	1,399,580.74
100-420-720822	Crossing Guard Services	9,106.56	9,106.56
100-420-720823	Parking Citation Processing	5,231.08	5,231.08
100-420-720835	Fingerprint Identification Svc	1,503.00	1,503.00
100-600-790600	Transfers Out - Capital Imprv	188,853.88	188,853.88
101-000-223000	Plan Application Deposit	16,977.64	16,977.64
101-000-450000	Planning Fees	(16,977.64)	(16,977.64)
101-225-700000	Consultant Services	3,503.50	3,503.50
101-225-700012	Legal Services	17,517.50	17,517.50
101-225-700040	Consultant Services, Project	3,648.75	3,648.75
101-225-700200	Consultant Services, Planning	9,825.39	9,825.39
221-310-720000	Contract Services	1,002.00	1,002.00
307-355-620000	Office Supplies	256.64	256.64

Attachment: Warrant Register, Payables Detail Report - April 21, 2020 (2097 : Warrant Register, April 21, 2020)

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
307-355-700000	Professional Services	8,680.00	8,680.00
322-355-700000	Professional Services	2,820.00	2,820.00
430-420-622000	Supplies - Public Safety	9.81	9.81
430-420-623000	Printing - Public Safety	890.02	890.02
430-420-940000	Computer Hardware & Software	866.99	866.99
600-000-490100	Transfer In- General Fund	(188,853.88)	(188,853.88)
600-251-950101	CIP-Annual Street Maintenance	12,354.00	12,354.00
600-251-950168	TrafficSignalImprovCoordination	57.50	57.50
600-252-950237	Parks Refurbishment Project	4,366.34	4,366.34
600-254-950412	Water Quality Improvements	161,288.00	161,288.00
600-255-950513	Community Center Renovation	6,997.00	6,997.00
600-255-950514	Sports Complex Renovations	3,791.04	3,791.04
	Grand Total:	2,232,214.98	2,232,214.98

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	2,232,214.98	2,232,214.98
Grand Total:	2,232,214.98	2,232,214.98



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 21, 2020
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services
ISSUE: Progress Payment No. 1 for Water Quality Improvement Catch Basin
Debris Gate Project, CIP No. 412H

RECOMMENDATION: That the City Council approve Progress Payment No. 1, in the net amount of \$153,223.60, to G2 Construction, Inc., for the Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412H.

SUMMARY:

Work on the Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412H, began on February 3, 2020, and is being performed by G2 Construction, Inc. Work performed in February and March included custom fabrication and installation of catch basin debris gates and trash screens. The contractor has submitted the first progress payment request for approval.

BACKGROUND:

A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A five-percent (5%) retention is withheld from each payment to assure final performance of the work. The contractor for this project, G2 Construction, Inc., has submitted the first progress payment for the subject project as follows:

Progress Payment No. 1, for Water Quality Improvement Catch Basin Debris Gate Project, Cip No. 412H
 April 21, 2020
 Page 2

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
1	21' Debris Gate	12	EA	\$2,399.00	\$28,788.00
2	14' Debris Gate	14	EA	\$1,469.00	\$20,566.00
3	10' Debris Gate	9	EA	\$999.00	\$8,991.00
4	10' Debris Gate Remove and Replace	3	EA	\$1,109.00	\$3,327.00
5	7' Debris Gate	5	EA	\$869.00	\$4,345.00
6	7' Debris Gate Remove and Replace	1	EA	\$979.00	\$979.00
7	4' Debris Gate	3	EA	\$548.00	\$1,644.00
8	4' Debris Gate Remove and Replace	2	EA	\$648.00	\$1,296.00

TOTAL TO DATE	\$161,288.00	
LESS PRIOR BILLING	0.00	
TOTAL THIS PERIOD	\$161,288.00	\$161,288.00
LESS 5% RETENTION		\$(8,064.40)
DUE		\$153,223.60

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412H.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 21, 2020

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services

ISSUE: Initiation of the 2020 Weed Abatement Program

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, declaring weeds and rubbish on specified private property to be a public nuisance, commencing public proceedings, and setting a Public Hearing for May 12, 2020."

SUMMARY:

The Public Services Department requests that the City Council adopt a Resolution to formally initiate the annual Weed Abatement Program in accordance with provisions in the State Government Code to reduce potential fire hazards and improve public health and safety.

BACKGROUND:

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

March, 2020	Inspect properties for potential weed abatement
April 21, 2020	Adopt a Resolution declaring weeds to be a nuisance and declaring the intent to abate weeds

2020 Weed Abatement Program

April 21, 2020

Page 2

April 22, 2020	Mail notices to property owners of abatement requirements and scheduled Public Hearing
May 12, 2020	Hold the Public Hearing and adopt the Resolution of abatement order
June 15, 2020	Initiate City weed abatement for non-compliant private properties
June 30, 2020	Send notice to property owners of abatement costs and scheduled Public Hearing
July 14, 2020	Hold the Public Hearing on assessment of weed abatement costs
July 22, 2020	Submit costs to County Assessor's office

The attached Resolution initiates the Weed Abatement Program and authorizes the Public Services Department to send notices to property owners advising them to remove any public nuisance (weeds and rubbish among other materials) that, when dry, become a fire hazard. Property owners are advised that they have until May 31, 2020, to comply with cleaning their property and that they may state their objections to the Weed Abatement Notice before the City Council at a Public Hearing to be held on May 12, 2020.

The attached notice will be sent to 543 private properties scattered throughout the City. The notice includes language as required by Government Code Section 39566. To explain the weed abatement program, staff will also enclose a general informational letter describing the need for the notice and the importance of weed abatement. Historically, property owners have appropriately responded to the notices and have abated their own weeds. Last year, City contractors had to only perform weed abatement on one private parcel.

Weed Abatement on City-owned parcels, typically undeveloped open spaces and hillsides, will proceed from mid-May to mid-June and on private properties, as needed, through a City retained weed abatement contractor.

FISCAL IMPACT:

The weed abatement program has been budgeted for Fiscal Year 2019-2020 in the amount of \$50,000. Some of these costs may be recovered as an assessment upon the private parcels requiring abatement (if any), and the balance relates to the annual clearing of City-owned properties.

2020 Weed Abatement Program

April 21, 2020

Page 3

ATTACHMENTS:

- Proposed Resolution
- Notice to Destroy Weeds Frontside
- Notice to Destroy Weeds Backside
- Weed Abatement Guidelines
- Hazard Reduction Contractors
- County Landfill Location
- 2020 Weed Abatement List

RESOLUTION NO. 2020-04-XX-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING WEEDS AND RUBBISH ON SPECIFIED PRIVATE PROPERTY TO BE A PUBLIC NUISANCE, COMMENCING PUBLIC PROCEEDINGS, AND SETTING A PUBLIC HEARING FOR MAY 12, 2020

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

SECTION 1. Pursuant to Government Code Section 39560 et seq., weeds growing upon or in front of, and that rubbish, refuse and dirt upon or in front of certain parcels of land described in the 2020 Weed Abatement List, which is attached hereto and is incorporated herein by this reference, constitute a public nuisance.

SECTION 2. If the public nuisance is not abated and removed by the owner(s) of the parcels of land identified and described in the attached 2020 Weed Abatement List, it is the intention of the City Council of the City of Laguna Hills to have such nuisances abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code Section 39560 et seq., in which case the cost of such removal shall be assessed upon the parcel and lands from which or in front of which such weeds, rubbish, refuse and/or dirt are removed and that upon confirmation such cost will constitute a lien upon such parcel or lands until paid.

SECTION 3. The weeds growing upon or in front of those certain parcels of land identified and described in the attached 2020 Weed Abatement List are seasonal and recurrent nuisances within the meaning of Government Code Section 39562.1 and, as such, upon the second and any subsequent occurrence of such nuisance on the same parcel or parcels within the same calendar year, no further public hearings shall be held.

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

SECTION 5. The City Clerk is hereby directed, pursuant to Government Code Section 39567.1, to mail written notice of the proposed abatement to all persons owning property identified and described in the attached 2020 Weed Abatement List. The City Clerk shall cause such written notice to be mailed to each person to whom such described property is assessed in the last equalized assessment roll available on the date this resolution is adopted by the City Council. Such notices shall be mailed by the City Clerk at least five (5) days prior to the time for hearing objections by the City Council. The notices mailed by the City Clerk shall be substantially in the form provided by Government Code Section 39566.

SECTION 6. A public hearing concerning proposed abatement, which shall be conducted by the City Council, is hereby set for 7:00 p.m., or as soon thereafter as is practicable, on Tuesday, May 12, 2020, in the City Hall Council Chambers located at

Resolution No. 2020-04-XX-X
Page 2

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

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

PASSED, APPROVED, AND ADOPTED this XXth day of April 2020.

JANINE HEFT, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-04-XX-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the XXth day of April 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Resolution (2086 : 2020 Weed Abatement Program)

April 22, 2020

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

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

Dear Property Owner:

The City of Laguna Hills requests your assistance in reducing potential fire hazards in our community. A recent inspection of open space and slope areas revealed that the property described by the above Assessor's Parcel Number may have vegetation (grass, weeds, brush, trees) or litter upon it, which may contribute to a hazardous fire condition. As the owner, the condition of the property is your responsibility. The City is required to follow State law to make sure that a weed abatement program is implemented. In this regard, the required official notice to destroy weeds and remove rubbish and refuse is provided on the back of this letter. It is important to note that after May 31, 2020, property not cleared and maintained by the owner is subject to being cleared by City contracted crews when manpower and equipment are available. The charges for clearing plus a \$482.15 administrative fee will be added to the owner's property tax statement.

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

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

Please note that there currently may or may not be vegetation on the subject parcel which may contribute to a hazardous fire condition, however there is a potential for growth as we approach the fire season. Property cleared and maintained free of flammable vegetation or litter is not subject to further action by this Department. Regrowth of vegetation as a result of a late rainfall may necessitate additional clearing. Property not maintained in a fire safe condition may be cleared by the City without further notice.

Please note that discing operations on steep hillsides is not considered to be an appropriate weed abatement measure because of dust generation & erosion issues associated with this process. Please use alternative methods for clearing weeds from your hillside such as mowing.

Your cooperation in performing the exterior property clearing, either through your efforts or done by someone you retain, will greatly aid your fire safety. With your help, we have a better chance to protect homes and improvements and keep damage to a minimum if a wildfire does occur.

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

Sincerely,



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

Attachment: Notice to Destroy Weeds Frontside (2086 : 2020 Weed Abatement Program)

NOTICE TO DESTROY WEEDS AND REMOVE RUBBISH AND REFUSE

Notice is hereby given that on the 21st day of April, 2020, the City of Laguna Hills City Council passed a Resolution declaring that noxious or dangerous weeds were growing upon or in front of the property on certain streets (or roads) in the City of Laguna Hills and that rubbish, refuse and dirt were upon or in front of the property on certain streets (or roads) in the City of Laguna Hills, including this property as more particularly described in said Resolution, and that the same constitutes a public nuisance which must be abated by the removal of the weeds, rubbish, refuse and dirt. Otherwise they will be removed and the nuisance will be abated by City of Laguna Hills authorities, in which case the cost of such removal shall be assessed upon the lots and lands from which or in front of which such weeds are removed and such cost will constitute a lien upon such lots and lands until paid. Reference is hereby made to the Resolution for further particulars. A copy of said Resolution is on file in the office of the City Clerk.

All property owners having objection to the proposed removal of such weeds are hereby notified to attend a Public Hearing before the City Council of the City of Laguna Hills scheduled for May 12, 2020, at 24035 El Toro Road, Laguna Hills, California, 92653, beginning at 7:00 P.M., or as soon thereafter as practical, when their objections will be heard and given due consideration. If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City of Laguna Hills at, or prior to, the Public Hearing.

Dated this 22nd day of April, 2020.



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

CITY OF LAGUNA HILLS WEED ABATEMENT SUPPLEMENTAL GUIDELINES

Dear Property Owner:

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

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

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

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

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

Sincerely,



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

FIRE PRONE PLANT SPECIES

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

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

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

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

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

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

HAZARD REDUCTION PRIVATE CONTRACTORS

E. Stewart and Associates
Weed and Brush Abatement
949-498-9250

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

Natures Image
Tractor, Mowing & Handwork
949-454-1225

Boyce Munoz Landscape Systems
Handwork, Discing
714-742-7843 (Cell)

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

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

Specialty Mowing Services, Inc.
Tractor, Mowing & Handwork
760-728-1591

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

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

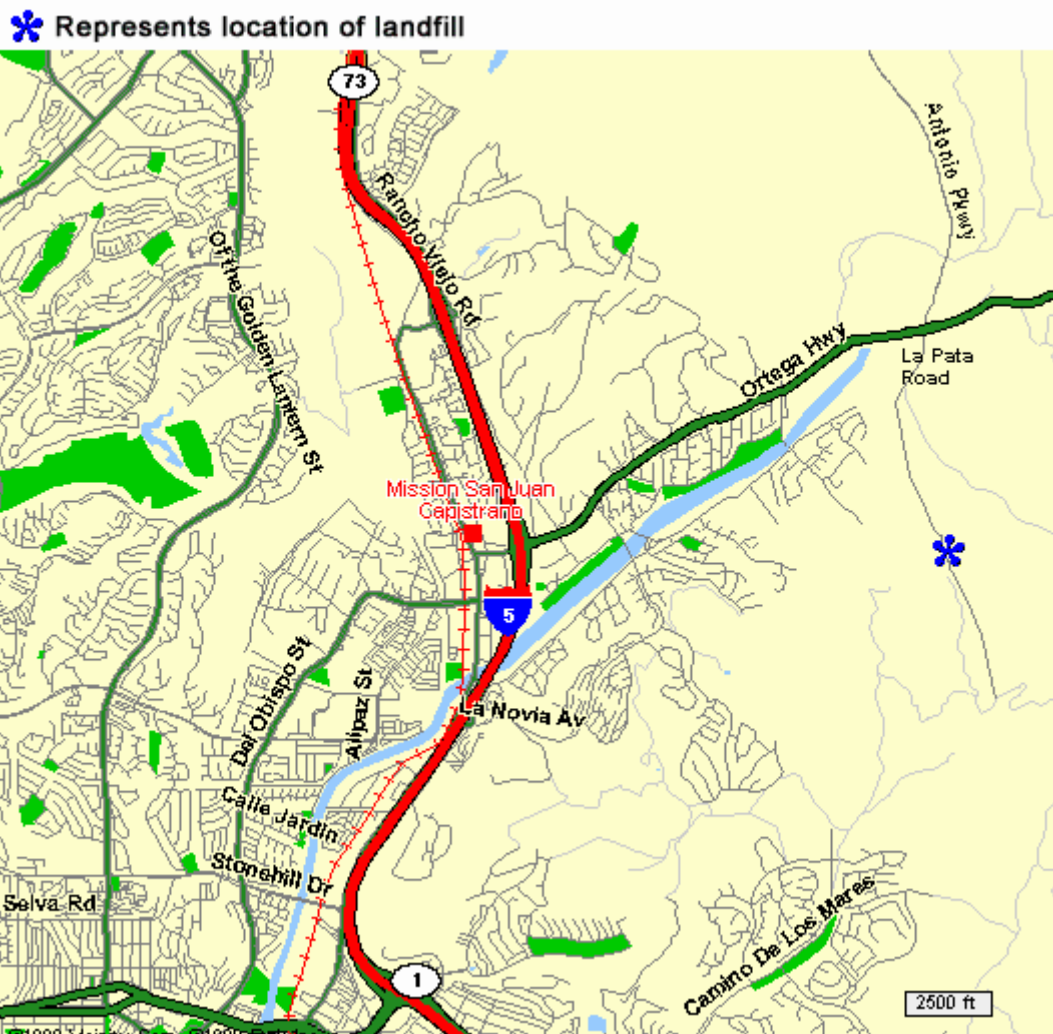
LOCATION OF NEAREST COUNTY LANDFILL:

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

OPERATING HOURS

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

LOCATION MAP



2020 WEED ABATEMENT LIST

4/9/2020 Pa

3.4.g

APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
588-121-01	LAGUNA VILLAGE HOA	LAGUNA VILLAGE HOA	23300 SANTA VITTORIA DRIVE	LAGUNA HILLS	CA	92653
588-141-06	BEHIND 23092 MILL CREEK DRIVE	LAGUNA ASSOCIATES	4570 VON KARMAN AVE, STE. 200	NEWPORT BEACH	CA	92838
588-141-07	MILL CREEK DR 23092	NEW VISTA SCHOOL	23092 MILL CREEK DRIVE	LAGUNA HILLS	CA	92653
616-221-02	MOULTON PKWY 23601	AGE WELL SENIOR SERVICES, INC.	24461 RIDGE ROUTE DRIVE STE. 220	LAGUNA HILLS	CA	92653
616-232-25	ANCONA 22671	ASHRAF ASHRAFIA	22671 ANCONA	LAGUNA HILLS	CA	92653
616-232-27	ANCONA 22685	RICHARD CARUVANA	22685 ANCONA	LAGUNA HILLS	CA	92653
616-232-28	ANCONA 22691	ORLANDO DELFIN	22691 ANCONA	LAGUNA HILLS	CA	92653
616-241-16	CATANIA 22591	EDWARD KRAUS	22591 CATANIA	LAGUNA HILLS	CA	92653
616-263-01	TERNI 22251	DANIEL MACDONALD	1629 TALMADGE STREET STE. 6	LOS ANGELES	CA	90027
616-263-02	TERNI 22241	PAUL LEW	P.O. BOX 2944	LAGUNA HILLS	CA	92653
616-263-03	TERNI 22231	LETHICIA LEPERA	22231 TERNI	LAGUNA HILLS	CA	92653
616-263-04	TERNI 22221	MARY TANGLAO	22221 TERNI	LAGUNA HILLS	CA	92653
616-263-05	TERNI 22211	STEPHEN SUKHOV	22211 TERNI	LAGUNA HILLS	CA	92653
616-263-06	TERNI 22201	MARIBEL MUSNGI BISHOP	22201 TERNI	LAGUNA HILLS	CA	92653
616-263-07	TERNI 22202	CONNIE MAGNUSEN	22202 TERNI	LAGUNA HILLS	CA	92653
616-263-08	TERNI 22212	JOHN STEIN	22212 TERNI	LAGUNA HILLS	CA	92653
616-263-09	TERNI 22222	DESIREE OLASCOAGA	22222 TERNI	LAGUNA HILLS	CA	92653
616-272-12	ADAMO 22192	JAIME SANTOS	7766 VALE DRIVE	WHITTIER	CA	90602
616-272-14	ADAMO 22212	CHARLES OLTMAN	22212 ADAMO	LAGUNA HILLS	CA	92653
616-272-15	ADAMO 22222	DONNY TURINGAN	22222 ADAMO	LAGUNA HILLS	CA	92653
616-272-21	ADAMO 22252	DAVID SWETS	22252 ADAMO	LAGUNA HILLS	CA	92653
616-272-22	SORESINA 23732	MARIA MOERCK	23732 SORESINA	LAGUNA HILLS	CA	92653
616-272-23	SORESINA 23736	GABRIELE MILLER	23736 SORESINA	LAGUNA HILLS	CA	92653
616-272-24	SORESINA 23718	CRESSENCIA HARI ARTHUR	5112 MINNEOLA DRIVE	FALLBROOK	CA	92028
616-291-13	LOMBARDI 22432	GREGORY KENDRICK	22432 LOMBARDI	LAGUNA HILLS	CA	92653
620-032-44	LA PAZ ROAD 25912	25912 LA PAZ LLC	624 N. ALPINE DRIVE	BEVERLY HILLS	CA	90210
620-044-03	GRISSOM ROAD 25022	RAYMOND SANSTROM	25022 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-044-04	GRISSOM ROAD 25032	ADAM CHOU	25032 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-044-05	GRISSOM ROAD 25052	DAN PAUL DURGHINESCU	25052 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-044-07	GRISSOM ROAD 25082	ARIE W DOELITZSCH	25082 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-044-08	GRISSOM ROAD 25092	DANIEL COOPER	25092 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-044-10	GRISSOM ROAD 25112	MICHAEL MARTIN	25112 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-054-02	BARENTS 25101	SULIMAN JAHANGIRI	25101 BARENTS STREET	LAGUNA HILLS	CA	92653
620-054-03	BARENTS 25111	BEHJAT MAHDAVI	25111 BARENTS STREET	LAGUNA HILLS	CA	92653
620-054-04	BARENTS 25121	ROBERT KURLFINK	25121 BARENTS STREET	LAGUNA HILLS	CA	92653
620-054-05	BARENTS 25131	JOHN EN HONG SHEN	3314 MEADOWRIDGE RD	ORANGE	CA	92867
620-054-06	BARENTS 25141	MOHAMMED HALLAJ MOGHADD SARAN	25141 BARENTS STREET	LAGUNA HILLS	CA	92653
620-054-07	BARENTS 25151	MAHAMMAD EHSAN JAHANGIR	25151 BARENTS STREET	LAGUNA HILLS	CA	92653
620-054-08	BARENTS 25161	MANFRED KUNZE	520 BROOKVIEW WAY	COSTA MESA	CA	92626
620-054-09	BARENTS 25171	MELLINA CUNROD LIVING TRUST	25171 BARENTS STREET	LAGUNA HILLS	CA	92653
620-061-01	COSTEAU 25172	TAMMY KAY ALLEN	25172 COSTEAU STREET	LAGUNA HILLS	CA	92653
620-064-04	VESPUCCI 25151	PATRICK TIGHE	25151 VESPUCCI	LAGUNA HILLS	CA	92653
620-064-05	VESPUCCI 25161	JAMES DEICHMANN	17 FAIR OAKS	LAGUNA NIGUEL	CA	92677
620-064-06	VESPUCCI 25171	YANOSCHAK FAMILY TRUST	25171 VESPUCCI	LAGUNA HILLS	CA	92653
620-064-09	VESPUCCI 25201	STEVEN PAUL BOUY	25201 VESPUCCI	LAGUNA HILLS	CA	92653
620-064-11	VESPUCCI 25241	DANENHAUER GEORGE PARKER	25241 VESPUCCI ROAD	LAGUNA HILLS	CA	92653
620-064-12	VESPUCCI 25251	CHRISTOPHER BABAKITIS	25251 VESPUCCI	LAGUNA HILLS	CA	92660
620-082-25	GRISSOM ROAD 25301	SCOTT LAWLER	25301 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-083-09	GRISSOM ROAD 25262	HARDEV KUMAR	25262 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-083-10	GRISSOM ROAD 25272	JOHN KESSLER	25272 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-142-09	GRISSOM ROAD 25732	RYAN YOSHIO TAKAYAMA	25732 GRISSOM	LAGUNA HILLS	CA	92653
620-142-10	GRISSOM ROAD 25742	MARITZA ALVAREZ	25742 GRISSOM	LAGUNA HILLS	CA	92653
620-142-11	GRISSOM ROAD 25752	DANIEL GIBSON	25752 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-181-08	LA PAZ ROAD 25205	LEES LAGUNA HILLS RESORT LLC	76 W PALM DRIVE	ARCADIA	CA	91007
620-191-07	LA SUEN 25002	CHRISTOPHER BENEDICT FRANCIS	2538 E GELID AVENUE	ANAHEIM	CA	92806
620-191-08	LA SUEN 25012	NANCY LE GAULT	25012 LA SUEN	LAGUNA HILLS	CA	92653
620-191-09	LA SUEN 25022	MICHAEL REAGAN	25022 LA SUEN	LAGUNA HILLS	CA	92653
620-191-10	LA SUEN 25032	AMELIA PATAWARAN SANGALANG	25032 LA SUEN	LAGUNA HILLS	CA	92653
620-191-27	LA SUEN 25182	DEAN HENDERSON	25182 LA SUEN	LAGUNA HILLS	CA	92653
620-191-28	PIKE ROAD 25186	MOUNSEF ASRI	25186 PIKE ROAD	LAGUNA HILLS	CA	92653
620-241-04	ALICIA PARKWAY 25381	K&M ROYAL GROUP LLC	5557 E SANTA ANA CANYON #215	ANAHEIM HILLS	CA	92807
620-251-02	STOCKPORT APARTMENTS	MISSION HILLS INVESTMENT CO	949 S. COAST DRIVE, SUITE 600	COSTA MESA	CA	92626
620-282-40	TREE TOP ROAD 25962	ROBERT BUSTAMANTE	25962 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-282-41	TREE TOP ROAD 25952	COMBS RON & SAND LIVING TRUST	25952 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-282-42	TREE TOP ROAD 25942	SANG VAN NGUYEN	15911 LAVA WAY	WESTMINSTER	CA	92683
620-282-44	TREE TOP ROAD 25922	PETER DIB	25922 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-282-45	TREE TOP ROAD 25912	PHAN JOHN VAN	25912 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-283-18	TREE TOP ROAD 25802	PATRICK SUZUKIDA	25802 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-283-19	TREE TOP ROAD 25812	TONY DELGADO	25812 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-283-20	TREE TOP ROAD 25822	ROGEL GALANG	25822 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-283-21	TREE TOP ROAD 25832	GIBBONS JAMES P THE GIBBONS FA	25832 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-283-22	TREE TOP ROAD 25842	ELLEN WAKEFIELD	25842 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-283-23	TREE TOP ROAD 25852	GLOVER FAMILY TRUST	25852 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-283-27	TREE TOP ROAD 25892	KATHY CORNETT	25892 TREE TOP ROAD	LAGUNA HILLS	CA	92653
620-372-12	GRISSOM ROAD 24892	VICTOR LANFRANCO	24892 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-372-13	GRISSOM ROAD 24886	PAMELA PEREZ	90 W GRAND BLVD STE 101	CORONA	CA	92882
620-372-15	GRISSOM ROAD 24872	HUONG TRAN	24872 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-372-16	GRISSOM ROAD 24862	PHUA FAMILY LIVING TRUST	24862 GRISSOM ROAD	LAGUNA HILLS	CA	92653

Attachment: 2020 Weed Abatement List (2086 : 2020 Weed Abatement Program)

2020 WEED ABATEMENT LIST

4/9/2020 Pa

3.4.g

APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
620-372-17	GRISSOM ROAD 24842	LOZANO TRUST	24842 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-372-18	GRISSOM ROAD 24832	SHELDON KAWAHA	24832 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-372-20	GRISSOM ROAD 24802	HAGOP JACK BALTAYAN	24802 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-372-23	GRISSOM ROAD 24772	RENE JIMENEZ	24772 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-372-24	GRISSOM ROAD 24762	YA - ING LIN	10106 ANDY REESE CT.	GARDEN GROVE	CA	92843
620-372-25	GRISSOM ROAD 24752	CRAIG TALBOT	24752 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-372-26	BARENTS 25485	HEDAYATULLAH AYOUB	25485 BARENTS STREET	LAGUNNA HILLS	CA	92653
620-372-30	BARENTS 25451	MOHAMMED DALATI	25451 BARENTS STREET	LAGUNA HILLS	CA	92653
620-372-31	BARENTS 25441	THOMAS ANTHONY CAMMARANO	25441 BARENTS STREET	LAGUNA HILLS	CA	92653
620-372-32	BARENTS 25431	JAMES HATCHETT	25431 BARENTS STREET	LAGUNA HILLS	CA	92653
620-372-33	BARENTS 25421	FEROZE SHAIKH	25421 BARENTS STREET	LAGUNA HILLS	CA	92653
620-372-34	BARENTS 25411	ISAAC GIRYAN	25411 BARENTS STREET	LAGUNA HILLS	CA	92653
620-372-35	BARENTS 25391	MICHAEL L TANNER	25391 BARENTS STREET	LAGUNA HILLS	CA	92653
620-372-36	BARENTS 25381	MOHAMMED FAZIL	17385 SUMMER OAK PL	YORBA LINDA	CA	92886
620-381-11	GRISSOM ROAD 24996	DAVID CARLSON	24996 GRISSOM ROAD	LAGUNA HILLS	CA	92653
620-382-18	GRISSOM ROAD 24946	BRADLEY MICHAELS	807 LINDARAXA PARK N	ALHAMBRA	CA	91801
620-384-03	BARENTS 25291	ALVI LIVING TRUST	25291 BARENTS STREET	LAGUNA HILLS	CA	92653
620-384-04	BARENTS 25295	DONALD RABAS	25295 BARENTS STREET	LAGUNA HILLS	CA	92653
620-384-06	BARENTS 25311	RICARDO SANTIAGO	25311 BARENTS STREET	LAGUNA HILLS	CA	92653
620-384-07	BARENTS 25321	ISSEI SHIMIZU	25321 BARENTS STREET	LAGUNA HILLS	CA	92653
620-384-08	BARENTS 25331	IRFAN HEMANI	25331 BARENTS STREET	LAGUNA HILLS	CA	92653
620-384-09	BARENTS 25341	PAUL ROBIN KHOSHABA REV TRUST	25341 BARENTS STREET	LAGUNA HILLS	CA	92653
620-384-10	BARENTS 25351	RAUL M GONZALEZ	25351 BARENTS STREET	LAGUNA HILLS	CA	92653
620-384-11	BARENTS 25361	WEAVER FAMILY TRUST	29 MARBELLA	SAN CLEMENTE	CA	92673
620-384-12	BARENTS 25371	SUSAN E BROWN	25371 BARENTS STREET	LAGUNA HILLS	CA	92653
620-401-01	BARENTS 25181	HUZEFA HAKIM	25181 BARENTS STREET	LAGUNA HILLS	CA	92653
620-401-04	BARENTS 25201	RAHIM KARIMI	25201 BARENTS STREET	LAGUNA HILLS	CA	92653
620-401-05	BARENTS 25211	HAILONG LAI	2913 S PACIFIC AVENUE	SANTA ANA	CA	92704
620-401-08	BARENTS 25241	GARY GLATFELTER	17320 136TH AVENUE CT E	PUYALLUP	WA	98374
620-401-09	BARENTS 25251	BOBBY ADAMS	25251 BARENTS STREET	LAGUNA HILLS	CA	92653
625-211-03	ALISO MEADOWS N/W SLOPE	ALISO MEADOWS CONDOS	647 CAMINO DE LOS MARES #221	SAN CLEMENTE	CA	92673
625-211-04	VIA LOMAS 25912	RANCHO NIGUEL PARTNERS	14131 YORBA STREET	TUSTIN	CA	92780
625-301-54	OPEN SPACE E/O INDIAN HILLS	ALISO VIEJO COMMUNITY	95 ARGONAUT STE. 190	ALISO VIEJO	CA	92653
625-311-02	4.5 ACRE PARCEL BEHIND 24701 MAND	CARMEN CARCIELLO	24701 MANDEVILLE DR.	LAGUNA HILLS	CA	92653
625-322-26	LA CIENEGA & LOS CERROS STREET	RIDGEFIELD HOMEOWNERS ASSOCIAT	2301 DUPONT DR, STE. 100	IRVINE	CA	92612
627-041-01	NELLIE GAIL ROAD 24761	SULLIVAN SPENCER FAMILY TRUST	24761 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-041-12	RED LODGE PLACE 24771	PARVIZ SHAMS	1234 ANACAPA WAY	LAGUNA BEACH	CA	92653
627-041-13	RED LODGE PLACE 24781	THOMAS V BOYLES	24781 RED LODGE PLACE	LAGUNA HILLS	CA	92653
627-041-15	RED LODGE PLACE 24811	JOHN FITZGERALD	24811 RED LODGE PLACE	LAGUNA HILLS	CA	92653
627-041-17	RED LODGE PLACE 24831	JOHN R CRAIG	P. O. BOX 3339	LAGUNA HILLS	CA	92653
627-041-18	RED LODGE PLACE 24841	BARRY D ANDREWS	24841 RED LODGE PLACE	LAGUNA HILLS	CA	92653
627-041-24	RED LODGE PLACE 24761	RAMSEY FAMILY TRUST	24761 RED LODGE PLACE	LAGUNA HILLS	CA	92653
627-041-25	RED LODGE PLACE 24762	ANNE MARIE COLE	24762 RED LODGE PLACE	LAGUNA HILLS	CA	92653
627-051-01	NELLIE GAIL ROAD 24891	WILLIAM FREY	24891 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-051-02	NELLIE GAIL ROAD 24911	JESSE AUTRY EHLE	P.O. BOX 11	SEASIDE	OR	97138
627-051-03	NELLIE GAIL ROAD 24931	JOHN WURTH	24931 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-051-04	NELLIE GAIL ROAD 24941	MOORISH BORN EXPRESS TRUST	5663 BALBOA AVENUE STE. 285	SAN DIEGO	CA	92111
627-051-05	NELLIE GAIL ROAD 24961	MATTHEW VUJOVICH	27282 WESTRIDGE LANE	LAGUNA HILLS	CA	92653
627-051-06	NELLIE GAIL ROAD 24981	AL-ABDULLA ANGHAM	24981 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-051-07	NELLIE GAIL ROAD 24991	JACOB B NASH	1185 GOLDEN GATE CIR 107	MURIETTA	CA	92562
627-051-08	HIGHWOOD CIRCLE 26971	PHILIP COLLEN	16000 VENTURA BOULEVARD, STE. 90	ENCINO	CA	91436
627-051-09	HIGHWOOD CIRCLE 26951	JOHN BARTLETT	26951 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653
627-051-10	HIGHWOOD CIRCLE 26931	DAVID LUBOWE FAMILY TRUST	26931 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653
627-051-11	HIGHWOOD CIRCLE 26921	DORMING WONG	26921 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653
627-051-13	HIGHWOOD CIRCLE 26881	RICHARD CROWLEY	26881 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653
627-051-14	HIGHWOOD CIRCLE 26871	AZEEZ MALLEY	26871 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653
627-051-15	HIGHWOOD CIRCLE 26861	MARTINDALE LIVING TRUST	13122 SAINT THOMAS DRIVE	SANTA ANA	CA	92706
627-061-01	HIGHWOOD CIRCLE 26872	TOM MAHATHIRATH	26872 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653
627-061-02	HIGHWOOD CIRCLE 26882	JAMES D SUTHERLAND TRUST	26882 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653
627-061-03	HIGHWOOD CIRCLE 26902	BILLIE LOU MITCHELL	26902 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	92653
627-061-13	ROCKING HORSE LANE 26881	REISMAN FAMILY TRUST	26881 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653
627-061-15	ROCKING HORSE LANE 26872	JUNE D QUIRK	2905 SPRING MEADOW DRIVE	CORONA	CA	92881
627-061-17	ROCKING HORSE LANE 26922	AUDREY LEE MILFS	26922 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653
627-061-18	ROCKING HORSE LANE 26932	JUNG & ULLOA TRUST	26932 ROCKING HORSE LANE	LAGUNA HILLS	CA	92653
627-061-20	ROCKING HORSE LANE 26962	SULLIVAN FAMILY TRUST	1101 DOVE STREET STE. 200	NEWPORT BEACH	CA	92660
627-071-05	NELLIE GAIL ROAD 25202	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DR	LAGUNA HILLS	CA	92653
627-081-10	SPOTTED PONY LANE 25372	BILL AINSWORTH	25372 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-081-11	SPOTTED PONY LANE 25361	JAFFE FAMILY TRUST	25361 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-081-12	SPOTTED PONY LANE 25371	DONAHUE FAMILY TRUST	25371 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-081-13	SPOTTED PONY LANE 25381	STEPHEN S. O'HARA	25381 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-081-15	SPOTTED PONY LANE 25411	ADAM MARQUIS	25411 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-081-16	SPOTTED PONY LANE 25431	JOSEPH GERARD CAVALLO	25431 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-081-19	SPOTTED PONY LANE 25471	LUZZI FAMILY TRUST	25471 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-081-20	SPOTTED PONY LANE 25491	MICHAEL SUI	25491 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-081-21	SPOTTED PONY LANE 25511	KAMBIZ HOSN	25511 SPOTTED PONY LANE	LAGUNA HILLS	CA	92653
627-091-01	HIDDEN TRAIL ROAD 27076	XUEMEI LIU	27076 HIDDEN TRAIL	LAGUNA HILLS	CA	92653
627-091-02	HIDDEN TRAIL ROAD 27082	PROPERTY OWNER	27082 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
627-091-03	HIDDEN TRAIL ROAD 27086	WILLIAM WALLACE	27086 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653

Attachment: 2020 Weed Abatement List (2086 : 2020 Weed Abatement Program)

2020 WEED ABATEMENT LIST

4/9/2020 Pa

3.4.g

APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
627-091-04	HIDDEN TRAIL ROAD 27092	DONALD SEDGWICK	27092 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
627-091-05	HIDDEN TRAIL ROAD 27096	DOUGLAS PRINS FAMILY TRUST	27096 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
627-091-11	WAGON WHEEL CIRCLE 25421	CHRISTIE FAMILY TRUST	25421 WAGON WHEEL CIRCLE	LAGUNA HILLS	CA	92653
627-091-13	WAGON WHEEL CIRCLE 25451	JOHN E YOUNG	25451 WAGON WHEEL CIRCLE	LAGUNA HILLS	CA	92653
627-092-10	HIDDEN TRAIL ROAD 27073	KEANE 2018 FAMILY TRUST	27073 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
627-101-01	HIDDEN TRAIL ROAD 27052	JAMES V. DI MARIA	27052 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
627-102-04	SHENANDOAH DRIVE 27152	POHAN CHIANG	27152 SHENANDOAH DRIVE	LAGUNA HILLS	CA	92653
627-102-05	SHENANDOAH DRIVE 27182	BRIAN ROBINSON	27182 SHENANDOAH DRIVE	LAGUNA HILLS	CA	92653
627-102-07	SHENANDOAH DRIVE 27181	VLB TRUST	27181 SHENANDOAH DRIVE	LAGUNA HILLS	CA	92653
627-102-13	HIDDEN TRAIL ROAD 27055	MOHAMED WADDAH EINACHEF	27055 HIDDEN TRAIL RD	LAGUNA HILLS	CA	92653
627-102-16	NELLIE GAIL ROAD 25072	JOHN PARK	25072 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-102-17	LOST COLT DRIVE 27222	STEPHEN & PAMINA BARKOW TRUST	25101 ANVIL CIRCLE	LAGUNA HILLS	CA	92653
627-102-18	LOST COLT DRIVE 27232	TIMOTHY M. WALTERS	27232 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-111-01	NELLIE GAIL ROAD 25011	LARRY J HAMILTON	25011 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-111-02	NELLIE GAIL ROAD 25021	CHARLES SLOAN	25021 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-111-03	NELLIE GAIL ROAD 25041	ROBERT E ALVAREZ	25041 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-112-04	NELLIE GAIL ROAD 25022	25022 NELLIE GAIL LLC	P.O. BOX 1570	JULIAN	CA	92036
627-112-05	NELLIE GAIL ROAD 25012	HUNG FAMILY TRUST	25012 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-112-06	NELLIE GAIL ROAD 24992	WILLIAM PHILLIPS	24992 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-112-09	LOST COLT DRIVE 27162	KLAWITTER LIVING TRUST	27162 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-112-10	LOST COLT DRIVE 27172	DEBRA MONAHAN TRUST	27172 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-112-11	LOST COLT DRIVE 27182	GUY DAVID J & E A 2000 TRUST	27182 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-112-13	LOST COLT DRIVE 27196	KRZYSZTOF CHMIELOWSKI	27196 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-112-14	LOST COLT DRIVE 27202	HOSN KOOROSH & MESBAHI M TRUST	41 SAN SIMEON	LAGUNA NIGUEL	CA	92677
627-112-15	LOST COLT DRIVE 27212	MARK FISK	27212 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-01	LOST COLT DRIVE 27261	ANDRE G PERON FAMILY TRUST	27261 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-04	LOST COLT DRIVE 27211	JAMES R TR BOSEMER	27211 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-05	LOST COLT DRIVE 27201	JEFFREY ZUCKERMAN	27201 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-06	LOST COLT DRIVE 27195	NEIL SLATE	27195 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-07	LOST COLT DRIVE 27191	MABESA-TAN FAMILY TRUST	27191 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-08	LOST COLT DRIVE 27181	PICKETT FAMILY TRUST	27181 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-09	LOST COLT DRIVE 27171	JASON RICHARDS	27171 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-10	LOST COLT DRIVE 27161	ROY POLIZZI	27161 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-121-02	NELLIE GAIL ROAD 24962	JAMES C RYDER	24962 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-121-03	NELLIE GAIL ROAD 24942	RCLT TRUST	24942 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-121-05	NELLIE GAIL ROAD 24892	NAJAH J J & S E FAMILY TRUST	24892 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-121-06	NELLIE GAIL ROAD 24872	DOUGLAS DUMITRU	24872 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-121-15	LOST COLT DRIVE 27086	MARTINI FAMILY TRUST	27086 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-121-17	LOST COLT DRIVE 27102	CHILDS FAMILY TRUST	27102 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-122-01	LOST COLT DRIVE 27151	HAITHAM HAMMAD	27151 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-122-03	LOST COLT DRIVE 27131	NICHOLAS RAVLICH	27131 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-122-04	LOST COLT DRIVE 27121	MAUREEN BALLAS	27121 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-122-07	BEAR GRASS CIRCLE 24831	PHILIP GUIRAL	24831 BEAR GRASS CIRCLE	LAGUNA HILLS	CA	92653
627-122-11	LOST COLT DRIVE 27061	BRANDON STILLWAGON	27061 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-131-01	MUSTANG DRIVE 25071	MARKOS BOTROS	25071 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-131-03	MUSTANG DRIVE 25051	CHAD ALVES	25051 MUSTANG DR	LAGUNA HILLS	CA	92653
627-131-04	MUSTANG DRIVE 25041	JAMES M THAYER	25041 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-131-05	MUSTANG DRIVE 25031	OBARR ACQUELINE R TRUST	621 RODEO ROAD	FULLERTON	CA	92831
627-131-06	MUSTANG DRIVE 25011	JUNE R RODMAN LIVING TRUST	9813 WINTER PALACE DRIVE	LAS VEGAS	NV	89149
627-132-01	MUSTANG DRIVE 25082	ROBERT SHURR	25082 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-132-02	MUSTANG DRIVE 25062	PAUL P MOORE LIVING TRUST	25062 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-132-03	MUSTANG DRIVE 25052	FELIPE DELGADO	25052 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-132-08	BUCKSKIN DRIVE 25131	STEVE PERRY	25131 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-132-09	BUCKSKIN DRIVE 25151	LARSEN HP & MF L/TR	25151 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-141-03	BUCKSKIN DRIVE 24861	JOE LUIS VARGAS	24861 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-141-04	BUCKSKIN DRIVE 24881	MOHAMMAD HASHEMI	P.O. BOX 9328	FOUNTAIN VALLEY	CA	92728
627-141-05	BUCKSKIN DRIVE 24891	CODY GLENN	24891 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-141-12	MUSTANG DRIVE 24971	THOMAS REILLY	24971 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-141-13	MUSTANG DRIVE 24981	HODGES HARALSON	24981 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-151-02	SADDLEHORN LANE 26561	JEFFREY L OTTMAN	26561 SADDLEHORN LANE	LAGUNA HILLS	CA	92653
627-151-07	BUCKBOARD LANE 24851	BARKER FREDERICK & SHUE S TRUST	24851 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-151-08	BUCKBOARD LANE 24861	ELIZABETH RITZ	24861 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-152-01	BUCKSKIN DRIVE 24831	MAJID BABAZADEH TRUST	24831 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-152-02	BUCKSKIN DRIVE 24811	ALI SAMHAT	24811 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-152-03	BUCKBOARD LANE 24792	FRANCO JOSE A & AMALIA H F/TR	24792 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-152-04	BUCKBOARD LANE 24802	JASON FLEMING	24802 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-152-05	BUCKBOARD LANE 24812	DONALD OHLIG	24812 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-152-07	BUCKBOARD LANE 24832	KAZUHITO TAKAGI	24832 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-161-01	STETSON PLACE 26641	LAWRENCE R JONES	26641 STETSON PLACE	LAGUNA HILLS	CA	92653
627-162-01	STETSON PLACE 26642	ANDY HENG-SHIUNG LEE	26642 STETSON PLACE	LAGUNA HILLS	CA	92653
627-163-02	BUCKBOARD LANE 24862	GERARD J PAPA	24862 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-163-04	BUCKBOARD LANE 24882	CHARLES VAN DRUFF	24882 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-163-09	BUCKBOARD LANE 24972	RICHARD SUTTON	24972 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-163-11	BUCKBOARD LANE 25002	DAREN RHOADES	25002 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-172-02	BUCKSKIN DRIVE 24912	DARA ALBOUYEH	24912 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-172-05	SADDLEHORN LANE 26542	ROBERT SLOAN	26542 SADDLEHORN LANE	LAGUNA HILLS	CA	92653
627-172-06	SADDLEHORN LANE 26552	SADDLEHORN LANE LLC	PO BOX 892641	TEMECULA	CA	92586
627-172-07	SADDLEHORN LANE 26562	RAY YUE KWANG YANG	3490 OYSTER BAY AVENUE	DAVIS	CA	95616

Attachment: 2020 Weed Abatement List (2086 : 2020 Weed Abatement Program)

2020 WEED ABATEMENT LIST

4/9/2020 Pa

3.4.g

APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
627-172-12	STETSON PLACE 26561	PARKER TIMOTHY J & L A TRUST	26561 STETSON PLACE	LAGUNA HILLS	CA	92653
627-172-13	STETSON PLACE 26562	DONALD SMITH	P.O. BOX 3077	LAGUNA HILLS	CA	92654
627-172-14	STETSON PLACE 26566	SWEET OLIVE SEED LLC	27592 DAISYFIELD DRIVE	LAGUNA NIGUEL	CA	92677
627-172-15	STETSON PLACE 26576	JOSEPH LONG	26576 STETSON PLACE	LAGUNA HILLS	CA	92653
627-172-16	STETSON PLACE 26592	TIMOTHY WELCH	26592 STETSON PLACE	LAGUNA HILLS	CA	92653
627-172-17	STETSON PLACE 26602	RONALD GALONSKY	26602 STETSON PLACE	LAGUNA HILLS	CA	92653
627-172-18	STETSON PLACE 26622	GERALD BREWER	26622 STETSON PLACE	LAGUNA HILLS	CA	92653
627-181-02	BUCKSKIN DRIVE 25071	LINDA PIANTA	25051 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-181-03	BUCKSKIN DRIVE 25051	DOUGLAS NILSEN	25051 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-182-01	BUCKSKIN DRIVE 24982	2000 ANDY KITTS FAMILY TRUST	24982 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-182-02	BUCKSKIN DRIVE 24992	SHEETZ CURTIS & JILL TRUST	24992 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-182-08	SILVER SADDLE LANE 26481	DANG FAMILY TRUST	17150 EUCLID STREET, STE. 100	FOUNTAIN VALLEY	CA	92708
627-183-01	SILVER SADDLE LANE 26492	DUNAEV A & I LIVING TRUST	26492 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653
627-183-02	SILVER SADDLE LANE 26482	LAST KIRK & IVY LIVING TRUST	26482 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653
627-183-03	SILVER SADDLE LANE 26462	PAUL STANISLAW	26462 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653
627-183-12	BROKEN BIT LANE 26481	PALMER FAMILY TRUST	26481 BROKEN BIT LANE	LAGUNA HILLS	CA	92653
627-183-13	BROKEN BIT LANE 26501	CARL STILSON	26501 BROKEN BIT LANE	LAGUNA HILLS	CA	92653
627-191-02	BUCKSKIN DRIVE 25211	AISA PROPERTIES LLC	25211 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-191-03	BUCKSKIN DRIVE 25231	GLENN LEW	25231 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-191-08	SORRELL PLACE 26351	ENGELN LIVING TRUST 2007	26351 SORRELL PLACE	LAGUNA HILLS	CA	92653
627-192-06	BROKEN BIT LANE 26412	TOVEY DAVID & S FAMILY TRUST	26412 BROKEN BIT LANE	LAGUNA HILLS	CA	92653
627-192-07	BROKEN BIT LANE 26432	THEODORE MARAVICH	1842 SANTIAGO DRIVE	NEWPORT BEACH	CA	92660
627-192-08	BROKEN BIT LANE 26452	BELLVIEW MANAGEMENT LTD	26452 BROKEN BIT LANE	LAGUNA HILLS	CA	92653
627-201-01	SILVER SADDLE LANE 26491	JAMES HAYNES	26491 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653
627-201-03	SILVER SADDLE LANE 26502	RWS SEPARATE PROPERTY TRUST	26502 SILVER SADDLE LANE	LAGUNA HILLS	CA	92653
627-201-08	BROKEN BIT LANE 26532	ECKHART FAMILY TRUST	26532 BROKEN BIT LANE	LAGUNA HILLS	CA	92653
627-201-09	BROKEN BIT LANE 26542	SAVAGE FAMILY 2010 TRUST	26542 BROKEN BIT LANE	LAGUNA HILLS	CA	92653
627-201-11	BUCKBOARD LANE 25161	DAVID GIBSON	25161 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-201-12	BUCKBOARD LANE 25151	SIRAGUSA JOHN R & G M TRUST	25151 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-201-13	BUCKBOARD LANE 25145	MARK GALLUZZO	25145 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-211-01	BUCKBOARD LANE 25141	CAROLINE TRAN	25141 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-211-02	BUCKBOARD LANE 25131	ARTHUR B CORISH	25131 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-211-03	BUCKBOARD LANE 25111	MUDD FAMILY TRUST	25111 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-211-04	BUCKBOARD LANE 25091	PAUL WILLIAMS	25091 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-212-03	BUCKBOARD LANE 25072	ALAN SPALDING	25072 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-212-04	BUCKBOARD LANE 25092	WAQAR HAIDER	25092 BUCKBOARD LANE	LAGUNA HILLS	CA	92660
627-212-05	BUCKBOARD LANE 25102	RICARDO DAVALOS	25102 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-212-06	BUCKBOARD LANE 25122	MACGILLIVRAY FAMILY TRUST	25122 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-212-07	BUCKBOARD LANE 25132	FELLERS LIVING TRUST	25132 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-212-08	BUCKBOARD LANE 25136	CARL JEDNORALSKI	25136 BUCKBOARD LANE	LAGUNA HILLS	CA	92653
627-231-04	DAPPLE GREY DRIVE 26531	CHARLES FULLER	26531 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-231-08	DAPPLE GREY DRIVE 26611	GREGORY MOORE	26611 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-231-09	DAPPLE GREY DRIVE 26631	KEIM JEWELL	26631 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-232-01	DAPPLE GREY DRIVE 26632	THOMAS W FARR	26632 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-232-02	DAPPLE GREY DRIVE 26602	STEPHEN DAVIS	26602 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-232-04	DAPPLE GREY DRIVE 26552	SCOTT CONNELLA	26552 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-232-06	DAPPLE GREY DRIVE 26512	SCOTT WIRTH	26512 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-241-01	CHAPARRAL PLACE 26411	AMA INVESTORS LLC	103 GITANO	IRVINE	CA	92618
627-241-02	CHAPARRAL PLACE 26421	KU-JUEY CHANG	26421 CHAPARRAL PLACE	LAGUNA HILLS	CA	92653
627-242-04	DAPPLE GREY DRIVE 26422	ACACIA HOMES LLC	1942 DERBY DRIVE	NORTH TUSTIN	CA	92705
627-242-05	DAPPLE GREY DRIVE 26432	MARK SCHEELE	26432 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-242-06	DAPPLE GREY DRIVE 26452	KENNETH DOLL	26452 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653
627-251-02	WILD VIEW TERRACE 26502	NORDSTROM LIVING TRUST	26502 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653
627-251-03	WILD VIEW TERRACE 26512	GREGORY MAKIN	26512 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653
627-251-04	WILD VIEW TERRACE 26522	ANTHONY L. GULLIFER	26522 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653
627-251-05	WILD VIEW TERRACE 26532	MEHDI MOTADI FAMILY TRUST	25921 PRAIRESTONE DRIVE	LAGUNA HILLS	CA	92653
627-251-06	WILD VIEW TERRACE 26542	TRIO REALTY INC	24422 AVENIDA DE LA CARLOTA STE 2	LAGUNA HILLS	CA	92653
627-251-07	WILD VIEW TERRACE 26552	RICHARD RUSSELL	26552 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653
627-251-08	WILD VIEW TERRACE 26551	HART FAMILY TRUST	26551 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653
627-251-09	WILD VIEW TERRACE 26541	BLATTENBERG FAMILY TRUST	26541 WILD VIEW TERRACE	LAGUNA HILLS	CA	92653
627-281-02	RANGEWOOD ROAD 25481	SOTO RONALD R & J C 1992 TRUST	25435 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-281-03	RANGEWOOD ROAD 25491	CHESTER REYNOLDS	25491 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-281-04	RANGEWOOD ROAD 25511	ARMOUR KW SEPARATE PROP TRUST	25511 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-281-05	RANGEWOOD ROAD 25521	RANDALL WHITE	25521 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-281-06	RANGEWOOD ROAD 25541	SAMUEL BARTON	50905 AVENIDA BERMUDAS	LA QUINTA	CA	92253
627-281-07	RANGEWOOD ROAD 25551	AHMAD-MAHER MOUBAYED	25551 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-281-10	RANGEWOOD ROAD 25631	GENE WEINMEISTER	25631 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-281-11	RANGEWOOD ROAD 25661	VINCENT G DI PROFIO	P. O. BOX 50698	IRVINE	CA	92618
627-282-08	RANGEWOOD ROAD 25572	KATHERINE LANE ANGEL	25572 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-282-10	RANGEWOOD ROAD 25592	THOMAS FERLAUTO	25592 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-282-11	RANGEWOOD ROAD 25612	ELIZABETH VIGEN	25612 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-282-14	RANGEWOOD ROAD 25642	DAVID MAC DONALD	25642 RANGEWOOD ROAD	LAGUNA HILLS	CA	92653
627-291-02	NELLIE GAIL ROAD 25801	JAMES SEAT	25801 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-291-04	SHERIFF ROAD 25841	VITUS CHOW	25841 SHERIFF ROAD	LAGUNA HILLS	CA	92653
627-291-05	SHERIFF ROAD 25851	GEORGE CECIL FRASER	25851 SHERIFF ROAD	LAGUNA HILLS	CA	92653
627-291-06	SHERIFF ROAD 25871	QUINTON DOWELL	25871 SHERIFF ROAD	LAGUNA HILLS	CA	92653
627-291-07	SHERIFF ROAD 25881	RICHARD LANDERS	25881 SHERIFF ROAD	LAGUNA HILLS	CA	92653
627-291-08	SHERIFF ROAD 25901	ALLISON MURILLO	25901 SHERIFF ROAD	LAGUNA HILLS	CA	92653

Attachment: 2020 Weed Abatement List (2086 : 2020 Weed Abatement Program)

2020 WEED ABATEMENT LIST

4/9/2020 Pa

3.4.g

APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
627-291-09	SHERIFF ROAD 25921	HENRY PEPPER	25921 SHERIFF ROAD	LAGUNA HILLS	CA	92653
627-301-01	SHERIFF ROAD 25931	M G SEPARATE PROP TR WILDGOOSE	25411 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-301-02	SHERIFF ROAD 25941	DANIEL BUSHNER	25941 SHERIFF ROAD	LAGUNA HILLS	CA	92653
627-301-03	SHERIFF ROAD 25951	CHEN JIM & TINA TRUST	25951 SHERIFF ROAD	LAGUNA HILLS	CA	92653
627-301-12	BUCKLESTONE COURT 25731	CHRISTINA AKMAKIAN	25731 BUCKLESTONE COURT	LAGUNA HILLS	CA	92653
627-301-14	BUCKLESTONE COURT 25732	WALTHER BACA	25732 BUCKLESTONE COURT	LAGUNA HILLS	CA	92653
627-301-15	BUCKLESTONE COURT 25742	ROBERT LENZ	25742 BUCKLESTONE COURT	LAGUNA HILLS	CA	92653
627-311-02	NELLIE GAIL ROAD 26071	ROSARIA ELEANOR DEL	24821 ARGUS DRIVE	MISSION VIEJO	CA	92691
627-321-01	NELLIE GAIL ROAD 25791	RYAN PERMEH	25791 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-321-03	NELLIE GAIL ROAD 25761	DENNIS W. BLOUGH	25761 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-321-04	NELLEI GAIL ROAD 25741	SHERYLE ULYATE	25741 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-321-05	NELLIE GAIL ROAD 25731	GAINMORE LLC	949 S COAST DRIVE STE. 550	COSTA MESA	CA	92626
627-321-06	NELLIE GAIL ROAD 25721	WILLIAM AKRAWI	25721 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-322-14	NELLIE GAIL ROAD 25792	AALAP SHAH	25792 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-322-27	PRAIRESTONE DRIVE 25891	YERKE THOMAS W TR	25891 PRAIRESTONE DRIVE	LAGUNA HILLS	CA	92653
627-331-01	GALLUP CIRCLE 25511	SONG KIM	25511 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-331-03	GALLUP CIRCLE 25525	NAHMIA SHERRY TRUST	25525 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-331-07	NELLIE GAIL ROAD 25671	RICK ERAM	25671 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-331-08	NELLIE GAIL ROAD 25681	RAEHEL SKINNER	25681 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-331-09	NELLIE GAIL ROAD 25691	DANIEL COUNTS	5 THORNBIRD	ALISO VIEJO	CA	92656
627-332-04	NELLIE GAIL ROAD 25682	JOSEPH CHUNG-FU CHENG	25682 NELLIE GAIL ROAD	LAGUNA HILLS	CA	92653
627-332-08	PRAIRESTONE DRIVE 25762	FURLONG FAMILY TRUST	25762 PRAIRESTONE DRIVE	LAGUNA HILLS	CA	92653
627-341-02	PECOS ROAD 25766	FARJAMRAD BABAK	25766 PECOS ROAD	LAGUNA HILLS	CA	92653
627-341-04	PECOS ROAD 25792	CHARLES K RHEE	25792 PECOS ROAD	LAGUNA HILLS	CA	92653
627-341-06	PECOS ROAD 25832	JOHN E STONER	25832 PECOS ROAD	LAGUNA HILLS	CA	92653
627-343-01	PRAIRESTONE DRIVE 25901	GOMROKI FAMILY TRUST	25901 PRAIRESTONE DRIVE	LAGUNA HILLS	CA	92653
627-344-02	HITCHING RAIL ROAD 25942	YOUNGA SEO	25942 HITCHING RAIL	LAGUNA HILLS	CA	92653
627-344-03	SPUR BRANCH LANE 26032	JOSEPH HUANG	30611 RUE LANGLOIS	RANCHO PALOS VERDES	CA	90271
627-351-02	WATERWHEEL PLACE 26072	RAYMOND M SHISHIDO	26072 WATERWHEEL PLACE	LAGUNA HILLS	CA	92653
627-351-03	WATERWHEEL PLACE 26076	RUVEN SCHACHROR	26076 WATERWHEEL PLACE	LAGUNA HILLS	CA	92653
627-351-07	SPUR BRANCH LANE 26052	PATRICIA LALAIA	26052 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653
627-351-09	SPUR BRANCH LANE 26072	BERNARD GIRMA	26072 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653
627-351-10	SPUR BRANCH LANE 26062	MARGETIC S & M LIVING TRUST	26062 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653
627-361-03	SPUR BRANCH LANE 26092	SOHRAB BARKHORDAR	26091 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653
627-361-05	SPUR BRANCH LANE 26131	JAMES W STRYKER	26131 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653
627-362-02	SPUR BRANCH LANE 26102	ROBERT BETTEY	26102 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653
627-362-03	SPUR BRANCH LANE 26122	MOTAMED FAMILY TRUST	26122 SPUR BRANCH LANE	LAGUNA HILLS	CA	92653
627-362-04	SPUR BRANCH LANE 26132	LAGUNA HOLDINGS LLC	P.O. BOX 36616	LOS ANGELES	CA	90036
627-362-05	SPUR BRANCH LANE 26142	JOSEPH LEE	26 CREST TERRACE	IRVINE	CA	92603
627-372-08	RICH SPRING CIRCLE 25901	JAMES CAHILL	25901 RICH SPRING CIRCLE	LAGUNA HILLS	CA	92653
627-372-09	RICH SPRING CIRCLE 25902	CHRISTOPHER WILLMER	25902 RICH SPRING CIRCLE	LAGUNA HILLS	CA	92653
627-372-12	HITCHING RAIL ROAD 26171	PLUIMER FAMILY TRUST	26171 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653
627-372-13	HITCHING RAIL ROAD 26191	COLLINS FAMILY TRUST	26191 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653
627-372-14	HITCHING RAIL ROAD 26201	MICHAEL W MAYFIELD	26201 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653
627-372-15	HITCHING RAIL ROAD 26211	GIANNIS GAITANIS	26211 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653
627-372-16	HITCHING RAIL ROAD 26221	IRA MARCUS	26221 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653
627-381-02	HITCHING RAIL ROAD 26212	CHRISTOPHER VARGA	26212 HITCHING RAIL ROAD	LAGUNA HILLS	CA	92653
627-381-07	SPUR BRANCH LANE 26152	MCGOWEN-HOUGHTON J M TRUST	26152 SPUR BRANCH	LAGUNA HILLS	CA	92653
627-401-01	GALLUP CIRCLE 25435	RONALD RICHARD SOTO	25435 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-401-02	GALLUP CIRCLE 25421	EVAN G GOST	25421 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-401-03	GALLUP CIRCLE 25411	MARTIN WILDGOOSE	25411 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-401-04	GALLUP CIRCLE 25391	RANDALL LUNN	25391 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-401-05	GALLUP CIRCLE 25385	CLARENCE HAUSCHILD	25385 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-402-03	BOOTSTRAP PLACE 25472	DONALD MC MULLIN	25472 BOOTSTRAP PLACE	LAGUNA HILLS	CA	92653
627-402-09	GALLUP CIRCLE 25422	BARKER NEIL A & TERRY TRUST	4 TERRA VISTA COURT	RANCHO MIRAGE	CA	92270
627-402-13	BOOTSTRAP PLACE 25471	6 HAWKS FAMILY TRUST	25481 BOOTSTRAP PLACE	LAGUNA HILLS	CA	92653
627-411-07	GALLUP CIRCLE 25294	K BUCKLEY	25294 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-412-07	GALLUP CIRCLE 25311	FORKH YVONNE HAROUN EL	25311 GALLUP CIRCLE	LAGUNA HILLS	CA	92653
627-422-06	RED CORRAL ROAD 26116	VAN RHEBECK	26116 RED CORRAL ROAD	LAGUNA HILLS	CA	92653
627-431-05	POKER FLATS PLACE 25961	RAMIN TAYANI	25961 POKER FLATS PLACE	LAGUNA HILLS	CA	92653
627-431-15	RED CORRAL ROAD 26035	WILLIAM JUI	26035 RED CORRAL ROAD	LAGUNA HILLS	CA	92653
627-431-16	RED CORRAL ROAD 26041	DONALD FISK	25072 BUCKSKIN DRIVE	LAGUNA HILLS	CA	92653
627-431-17	RED CORRAL ROAD 26045	JUNG JA SUNG	26045 FLINTLOCK LN	LAGUNA HILLS	CA	92653
627-431-21	RED CORRAL ROAD 26065	GARY MOREAU	26065 RED CORRAL ROAD	LAGUNA HILLS	CA	92653
627-431-22	RED CORRAL ROAD 26071	VAN HOANG	26071 RED CORRAL ROAD	LAGUNA HILLS	CA	92653
627-432-07	RED CORRAL ROAD 26012	ANIA SLIHEET	26012 RED CORRAL ROAD	LAGUNA HILLS	CA	92653
627-441-02	FLINTLOCK LANE 26022	DAVID YOMTOOB	26022 FLINTLOCK LANE	LAGUNA HILLS	CA	92653
627-451-06	FLINTLOCK LANE 26062	FISCHER FAMILY TRUST	26062 FLINTLOCK LANE	LAGUNA HILLS	CA	92653
627-451-16	GLEN CANYON DRIVE 26091	GARY BELLEN	26091 GLEN CANYON DRIVE	LAGUNA HILLS	CA	92653
627-452-02	GLEN CANYON DRIVE 25972	ALYANAKIAN FAMILY TRUST	25972 GLEN CANYON DRIVE	LAGUNA HILLS	CA	92653
627-452-06	HIGHPLAINS TERRACE 25725	JOHN A TAYLOR	25725 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653
627-461-01	HIGHPLAINS TERRACE 25751	EDWARD JOSEPH MESCHER	25751 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653
627-461-02	HIGHPLAINS TERRACE 25761	HAMID HOJATI	25761 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653
627-461-03	HIGHPLAINS TERRACE 25771	ALEXANDER BONAKDAR	25771 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653
627-461-04	HIGHPLAINS TERRACE 25781	ANTHONY LEVATINO	25781 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	92653
627-461-12	OROVILLE PLACE 26126	BERNARD SJAUTA	26126 OROVILLE PLACE	LAGUNA HILLS	CA	92653
627-461-13	OROVILLE PLACE 26132	HSD KENSINGTON APTS	23361 EL TORO RD, SUITE 202	LAKE FOREST	CA	92630
627-461-14	OROVILLE PLACE 26152	JASON GLICKSMAN	26152 OROVILLE PLACE	LAGUNA HILLS	CA	92653

Attachment: 2020 Weed Abatement List (2086 : 2020 Weed Abatement Program)

2020 WEED ABATEMENT LIST

4/9/2020 Pa

3.4.g

APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
627-461-16	OROVILLE PLACE 26182	BRUCE S L QUALIFIED PERSONAL R	26182 OROVILLE PLACE	LAGUNA HILLS	CA	92653
627-463-03	OROVILLE PLACE 26155	JAGTINDER DANG	17150 EUCLID STREET, STE. 101	FOUNTAIN VALLEY	CA	92708
627-463-04	OROVILLE PLACE 26171	BONUTTO J & T TRUST	26171 OROVILLE PLACE	LAGUNA HILLS	CA	92653
627-463-05	MOUNT DIABLO ROAD 26172	SUTTON FAMILY TRUST	26172 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	92653
627-463-06	MOUNT DIABLO ROAD 26152	JASON LEVIN	26152 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	92653
627-471-05	MOUNT DIABLO ROAD 26251	WAYNE LEE	26251 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	92653
627-472-06	MOUNT DIABLO ROAD 26212	ALIREZA ZOLFAGHARI	26212 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	92653
627-472-07	MOUNT DIABLO ROAD 26222	MIZBAN BEHROUZ 2019 TRUST	26222 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	92653
627-472-09	MOUNT DIABLO ROAD 26246	GAGIK OGANESYAN	26246 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	92653
627-472-14	OROVILLE PLACE 26192	THEO HOLDINGS	8251 WESTMINSTER BLVD STE. 205	WESTMINSTER	CA	92683
627-482-01	SADDLE ROCK PLACE 25512	JOHN GIBSON	27068 LA PAZ RD	ALISO VIEJO	CA	92656
627-482-02	SADDLE ROCK PLACE 25532	ROBERT HAUGAN	25532 SADDLE ROCK PLACE	LAGUNA HILLS	CA	92653
627-482-03	SADDLE ROCK PLACE 25552	FRATUS FAMILY TRUST	25552 SADDLE ROCK PLACE	LAGUNA HILLS	CA	92653
627-491-09	HOUSTON TRAIL 26442	CRAIG W NICKOLOFF	168 CRESCENT BAY DRIVE	LAGUNA BEACH	CA	92653
627-491-11	HOUSTON TRAIL 26411	FREDERICK RUTH	26411 HOUSTON TRAIL	LAGUNA HILLS	CA	92653
627-491-12	HOUSTON TRAIL 26401	STEVEN CERVANTES	26411 HOUSTON TRAIL	LAGUNA HILLS	CA	92653
627-511-01	MUSTANG DRIVE 25092	DIANE FORTNEY TRUST	25092 MUSTANG TRAIL	LAGUNA HILLS	CA	92653
627-511-05	MUSTANG DRIVE 25162	KAMRAN HERAVI	25162 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-511-08	MUSTANG DRIVE 25212	WINEGARD PATRICK & M A TRUST	25212 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-511-10	MUSTANG DRIVE 25252	ARTHUR ASTORINO	25252 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-511-11	MUSTANG DRIVE 25272	TIMOTHY EDRINGTON	25272 MUSTANG DRIVE	LAGUNA HILLS	CA	92653
627-521-02	GALLUP CIRCLE 25282	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DRIVE	LAGUNA HILLS	CA	92653
627-551-02	BRADFORD LANE 25651	ROBERT WHEELER	25651 BRADFORD LANE	LAGUNA HILLS	CA	92653
627-551-03	BRADFORD LANE 25641	THOMAS LUDEMA	25641 BRADFORD LANE	LAGUNA HILLS	CA	92653
627-561-05	STRATFORD PLACE 25601	MICHAEL MADLENER	25601 STRATFORD PLACE	LAGUNA HILLS	CA	92653
627-561-06	STRATFORD PLACE 25602	MOHAMED ELATROZY	25602 STRATFORD PLACE	LAGUNA HILLS	CA	92653
627-561-17	HARRINGTON COURT 25541	UPAINDER BAJAJ	25541 HARRINGTON COURT	LAGUNA HILLS	CA	92653
627-561-18	HARRINGTON COURT 25542	EDWARD L WISEMAN	25542 HARRINGTON COURT	LAGUNA HILLS	CA	92653
627-561-19	HARRINGTON COURT 25552	JOSEPH E WEISZ	25552 HARRINGTON COURT	LAGUNA HILLS	CA	92653
627-571-01	NOTTINGHAM COURT 25425	ANTHONY GRILLI	25425 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-571-02	NOTTINGHAM COURT 25441	JENNIFER STEVENS	25441 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-571-03	NOTTINGHAM COURT 25461	RAYMOND A SIMONCELLI	25461 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-571-04	NOTTINGHAM COURT 25481	DARYLL MILLIOT	25481 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-571-05	NOTTINGHAM COURT 25505	RICHARD M KIRAL	25505 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-571-06	NOTTINGHAM COURT 25515	MARK KORNEGAY	25515 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-571-07	NOTTINGHAM COURT 25545	BRIAN FREDETTE	25545 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-572-02	NOTTINGHAM COURT 25422	JOHN ARMSTRONG	25422 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-572-03	NOTTINGHAM COURT 25432	SOHAIL NAKHAIE	25432 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-572-04	NOTTINGHAM COURT 25442	JOHN J ABBATE	25442 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-572-05	NOTTINGHAM COURT 25462	CHRISTINE WILLETT	25462 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-572-06	NOTTINGHAM COURT 25472	HAWLEY JAMES & SUSAN FAM TRUST	25472 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-572-16	NOTTINGHAM COURT 25572	JOSEPH RUMI	25572 NOTTINGHAM COURT	LAGUNA HILLS	CA	92653
627-661-37	HILLSIDE OPEN SPACE	MOULTON RANCH III	2603 MAIN STREET STE. 500	IRVINE	CA	92614
627-671-01	HILLSIDE OPEN SPACE	MOULTON RANCH III	2603 MAIN STREET STE. 500	IRVINE	CA	92614
627-711-03	HILLSIDE OPEN SPACE	MOULTON RANCH III HOA	2603 MAIN STREET STE. 500	IRVINE	CA	92614
634-131-10	HILLSIDE SLOPE NORTH SIDE	VILLA SOLANA APARTMENTS	26033 MOULTON PARKWAY	LAGUNA HILLS	CA	92653
634-131-12	HILLSIDE SLOPE NORTHEAST SIDE	VILLA SOLANA APARTMENTS	26033 MOULTON PARKWAY	LAGUNA HILLS	CA	92653
634-131-14	HILLSIDE SLOPE WEST SIDE	VILLA SOLANA APARTMENTS	26033 MOULTON PARKWAY	LAGUNA HILLS	CA	92653
634-131-23	ALICIA CREEK	ALICIA CREEK TRUST	600 B ST. SUITE 700	SAN DIEGO	CA	92614
636-061-14	BEHIND WESTRIDGE	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DR	LAGUNA HILLS	CA	92653
636-091-02	DEPUTY CIRCLE 27602	DAVID HOLLANDER	27602 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653
636-091-03	DEPUTY CIRCLE 27592	HAMID AHWAZI	27592 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653
636-091-04	DEPUTY CIRCLE 27572	BRADLEY KAYS	27572 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653
636-091-05	DEPUTY CIRCLE 27566	BEKAM MANDANA S LIVING TRUST	27566 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653
636-091-06	DEPUTY CIRCLE 27562	THUY TANG	27562 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653
636-091-07	DILLON ROAD 25746	DOUGLAS E CASEY	25746 DILLON ROAD	LAGUNA HILLS	CA	92653
636-091-08	DILLON ROAD 25752	FELIPE ANGEL F ANGEL SEP P	24881 ALICIA PKWY E337	LAGUNA HILLS	CA	92653
636-091-09	DILLON ROAD 25762	COLBERT W C & M W M JOINT L/TR	25762 DILLON ROAD	LAGUNA HILLS	CA	92653
636-091-10	DILLON ROAD 25772	KHALED OBEID	25772 DILLON ROAD	LAGUNA HILLS	CA	92653
636-091-11	DILLON ROAD 25782	GREG BROWN	25782 DILLON ROAD	LAGUNA HILLS	CA	92653
636-091-13	DILLON ROAD 25795	ROSALVA GARCIA	25795 DILLION ROAD	LAGUNA HILLS	CA	92653
636-091-14	DILLON ROAD 25791	ROSALVA GARCIA	25791 DILLION ROAD	LAGUNA HILLS	CA	92653
636-091-15	DILLON ROAD 25781	EDWARD CASTILLO	25781 DILLON ROAD	LAGUNA HILLS	CA	92653
636-091-16	DILLON ROAD 25771	KUBA FAMILY TRUST	25771 DILLON ROAD	LAGUNA HILLS	CA	92653
636-091-17	DILLON ROAD 25761	MICAH EL GARNREITER	25761 DILLON ROAD	LAGUNA HILLS	CA	92653
636-091-18	DILLON ROAD 25751	STAPLES LIVING TRUST	25751 DILLON ROAD	LAGUNA HILLS	CA	92653
636-091-20	DEPUTY CIRCLE 27622	JASON TUNCHIEH HSU	27622 DEPUTY CIRCLE	LAGUNA HILLS	CA	92653
636-111-01	BOOTHILL COURT 27501	MICHAEL SMITH	27501 BOOTHILL COURT	LAGUNA HILLS	CA	92653
636-111-02	BOOTHILL COURT 27511	LESLIE THOMAS	27511 BOOTHILL COURT	LAGUNA HILLS	CA	92653
636-111-03	BOOTHILL COURT 27521	EILEEN GARRIGAN	27521 BOOTHILL COURT	LAGUNA HILLS	CA	92653
636-111-04	BOOTHILL COURT 27541	KYLE R TOLLY	27541 BOOTHILL COURT	LAGUNA HILLS	CA	92653
636-123-02	PINTO COURT 25671	JOSEPH W FAVELA	25671 PINTO COURT	LAGUNA HILLS	CA	92653
636-132-01	SUNDOWNER DRIVE 27192	MARK CHAU	27192 SUNDOWNER DRIVE	LAGUNA HILLS	CA	92653
636-132-02	SUNDOWNER DRIVE 27212	SHIRLEY TANNER-HARRISON-AYERS	27212 SUNDOWNER DRIVE	LAGUNA HILLS	CA	92653
636-132-05	RAPID FALLS ROAD 25901	RUDY LEKARCZYK	25901 RAPID FALLS ROAD	LAGUNA HILLS	CA	92653
636-132-06	RAPID FALLS ROAD 25911	NEVILLE JE HARAJAH	25911 RAPID FALLS ROAD	LAGUNA HILLS	CA	92653
636-132-08	RAPID FALLS ROAD 25941	DODGE FAMILY TRUST	25941 RAPID FALLS ROAD	LAGUNA HILLS	CA	92653
636-141-04	RODEO CIRCLE 25496	ADAM KARR	25496 RODEO CIRCLE	LAGUNA HILLS	CA	92653

Attachment: 2020 Weed Abatement List (2086 : 2020 Weed Abatement Program)

2020 WEED ABATEMENT LIST

4/9/2020 Pa

3.4.g

APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
636-141-05	RODEO CIRCLE 25502	WINKLER LIVING TRUST	32932 PACIFIC COAST HWY 14-487	DANA POINT	CA	92629
636-141-07	RODEO CIRCLE 25495	SHIDEH DINANI	25495 RODEO DRIVE	LAGUNA HILLS	CA	92653
636-141-20	LOST TRAIL DRIVE 27565	PAULA LUIZ DE	27565 LOST TRAIL DRIVE	LAGUNA HILLS	CA	92653
636-151-04	LONE PINE CIRCLE 25532	MEHMET H OSGUR FAMILY TRUST	25532 LONE PINE CIRCLE	LAGUNA HILLS	CA	92653
636-151-05	LONE PINE CIRCLE 25531	CARPENTER FAMILY TRUST	25531 LONE PINE CIRCLE	LAGUNA HILLS	CA	92653
636-151-06	LONE PINE CIRCLE 25515	BLACKBURN FAMILY TRUST	25515 LONE PINE CIRCLE	LAGUNA HILLS	CA	92653
636-151-08	LONE PINE CIRCLE 25501	HONGGIN TANG	20 BRANDING IRON	IRVINE	CA	92602
636-171-04	STAGWOOD COURT 27205	ROBERT KARR	27205 STAGWOOD COURT	LAGUNA HILLS	CA	92653
636-171-05	STAGWOOD COURT 27206	GREGORY LOUCHART	27206 STAGWOOD COURT	LAGUNA HILLS	CA	92653
636-171-08	STAGELINE DRIVE 25241	ALI TAVAKOLI	25241 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-171-09	STAGELINE DRIVE 25261	LOWRIE FAMILY TRUST	25261 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-171-10	STAGELINE DRIVE 25291	RICHARD CALANDRO	P.O. BOX 3045	LAGUNA HILLS	CA	92654
636-171-11	STAGELINE DRIVE 25321	LAURENCE ROBERTS	25321 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-171-12	STAGELINE DRIVE 25341	GEORGE N HAYEK	25341 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-171-13	STAGELINE DRIVE 25355	STANFIELD FAMILY TRUST	25355 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-171-14	STAGELINE DRIVE 25361	THOMAS TAYLOR	25361 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-182-04	STAGELINE DRIVE 25151	STEELE D W & P R TRUST	25151 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-182-05	STAGELINE DRIVE 25171	SAHIRAD MODARRES TRUST	25171 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-183-05	STAGELINE DRIVE 25182	RANDALL S SUCAMELE	25182 STAGELINE DRIVE	LAGUNA HILLS	CA	92653
636-211-05	DEPUTY CIRCLE 27702	SAMUEL LA ROSA	8271 W. ARGYLE STREET	NORRIDGE	IL	60706
636-321-04	WESTRIDGE LANE 27172	MAYBELYN PETTYJOHN	27172 WESTRIDGE LANE	LAGUNA HILLS	CA	92653
636-321-05	WESTRIDGE LANE 27182	JOSEPH BYBEL	27182 WESTRIDGE LANE	LAGUNA HILLS	CA	92653
636-321-07	WESTRIDGE LANE 27212	RAVLICH A & P LIVING TRUST	27212 WESTRIDGE LANE	LAGUNA HILLS	CA	92653
636-321-08	WESTRIDGE LANE 27226	HARBAHAR D FAMILY TRUS TEJWANI	24461 MANDEVILLE DRIVE	LAGUNA HILLS	CA	92653
636-321-09	WESTRIDGE LANE 27236	MIN-YING TSENG	27236 WESTRIDGE LANE	LAGUNA HILLS	CA	92653
636-321-11	WESTRIDGE LANE 27266	ANDREW ALLEN	27266 WESTRIDGE LANE	LAGUNA HILLS	CA	92653
636-321-12	WESTRIDGE LANE 27282	27282 WESTRIDGE LLC	27282 WESTRIDGE LANE	LAGUNA HILLS	CA	92653
636-321-13	WESTRIDGE LANE 27292	DENHAM TRUST	27292 WESTRIDGE LANE	LAGUNA HILLS	CA	92653
636-321-15	SANDRIDGE CIRCLE 24961	GREGORY LARSEN	24961 SANDRIDGE CIRCLE	LAGUNA HILLS	CA	92653
636-321-16	SANDRIDGE CIRCLE 24971	FONG FU CHANG	24971 SANDRIDGE CIRCLE	LAGUNA HILLS	CA	92653
636-321-17	SANDRIDGE CIRCLE 24972	IMAN TOHIDIAN	56 SHADY LANE	IRVINE	CA	92603
636-331-02	LOST COLT DRIVE 27341	HUGO R DOMINGUEZ	27341 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
636-331-03	LOST COLT DRIVE 27371	ALAVY FAMILY LIVING TRUST	27371 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
636-332-09	MAVERICK CIRCLE 27472	STEVEN MC COMAS	27472 MAVERICK CIRCLE	LAGUNA HILLS	CA	92653
636-341-08	DERBYHILL DRIVE 25322	ROSHAN MOMTAZ SHENASI	25322 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653
636-341-09	DERBYHILL DRIVE 25302	DAVID P REED FAMILY TRUST	25302 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653
636-341-10	DERBYHILL DRIVE 25282	RICHARD ROBERTS	25282 DERBY HILL DRIVE	LAGUNA HILLS	CA	92653
636-341-11	DERBYHILL DRIVE 25272	CHARLES GRANVILLE	25272 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653
636-341-12	DERBYHILL DRIVE 25252	CHRISTOPHER LAWSON	25252 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653
636-341-13	DERBYHILL DRIVE 25242	HAYZER MICHAEL & NANCY TRUST	25242 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653
636-341-15	DERBYHILL DRIVE 25212	KHALILI FAMILY TRUST	28201 TINAJO	MISSION VIEJO	CA	92692
636-341-16	DERBYHILL DRIVE 25201	HANSON FAMILY TRUST	25201 DERBY HILL DRIVE	LAGUNA HILLS	CA	92653
636-341-27	DERBYHILL DRIVE 25391	GILLET KENNETH M & K A TRUST	25391 DERBYHILL DRIVE	LAGUNA HILLS	CA	92692
636-341-51	DERBYHILL DRIVE 25342	MICHAEL TIDUS	25342 DERBYHILL DRIVE	LAGUNA HILLS	CA	92653
636-342-02	HIDDEN TRAIL ROAD 27462	DAVID HAMZEE	1540 S LYSON STREET	SANTA ANA	CA	92704
636-342-03	HIDDEN TRAIL ROAD 27472	ALI MIRHOSSEINI	27472 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
636-342-04	HIDDEN TRAIL ROAD 27492	RASHTCHI FAMILY TRUST	27492 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
636-342-05	HIDDEN TRAIL ROAD 27502	SALEEM S NABER	2809 ALTIVO PLACE	FULLERTON	CA	92831
636-351-04	ROCKRIDGE ROAD 25142	VIEJO PETROLEUM	P.O. BOX 3989	MISSION VIEJO	CA	92690
636-351-09	ROCKRIDGE ROAD 25191	GEORGE Y HUANG	18 SAIL VIS	NEWPORT BEACH	CA	92657
636-351-10	ROCKRIDGE ROAD 25211	GEORGE Y HUANG	25191 ROCKRIDGE ROAD	LAGUNA HILLS	CA	92653
636-351-19	ABILENE COURT 25282	ARNOLD D. PURISCH	25282 ABILENE COURT	LAGUNA HILLS	CA	92653
636-351-20	ABILENE COURT 25281	SPELLENS FAMILY TRUST	25281 ABILENE COURT	LAGUNA HILLS	CA	92653
636-351-21	ABILENE COURT 25291	ABILENE COURT RESIDENCE LLC	28241 CROWN VALLEY PARKWAY, STE. F	LAGUNA NIGUEL	CA	92677
636-351-22	ABILENE COURT 25311	E SCOTT MEDLING	25311 ABILENE COURT	LAGUNA HILLS	CA	92653
636-361-02	FARGO ROAD 27605	BRETT JOHNSON	27605 FARGO ROAD	LAGUNA HILLS	CA	92653
636-361-03	FARGO ROAD 27621	MEHDI KOHNECHI	27621 FARGO ROAD	LAGUNA HILLS	CA	92653
636-361-05	FARGO ROAD 27662	FARHAD TAVASSOL	21 WYNDHAM STREET	LADERA RANCH	CA	92694
636-371-08	GOLD DUST LANE 27642	ROBERT DOERFLER	27642 GOLD DUST LANE	LAGUNA HILLS	CA	92653
636-372-04	GOLD DUST LANE 27611	CARL SAMUEL	27611 GOLD DUST LANE	LAGUNA HILLS	CA	92653
636-372-06	GOLD DUST LANE 27641	VOGT-LOWELL RYAN & SARA F/TR	27641 GOLD DUST LANE	LAGUNA HILLS	CA	92653
636-381-01	HIDDEN TRAIL ROAD 27662	SAMUEL L WONG	27662 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
636-381-02	HIDDEN TRAIL ROAD 27672	CARL CHIMES	27672 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
636-381-04	HIDDEN TRAIL ROAD 27712	MARK BURKHARDT	27712 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
636-381-05	HIDDEN TRAIL ROAD 27742	MAHI PASHA	27742 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
636-381-09	GOLD DUST LANE 27701	KYUNG HWANG	27701 GOLD DUST LANE	LAGUNA HILLS	CA	92653
636-381-11	GOLD DUST LANE 27671	HOUSHANG ESFAHANI	27671 GOLD DUST LANE	LAGUNA HILLS	CA	92653
636-391-02	GOLD DUST LANE 27682	OLSON TRUST	27682 GOLD DUST LANE	LAGUNA HILLS	CA	92653
636-391-07	HIDDEN TRAIL ROAD 27792	GUSTAVO GUERRERO	27792 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	92653
636-391-11	GREENFIELD DRIVE 27692	TZE KIN IP	27692 GREENFIELD DRIVE	LAGUNA HILLS	CA	92653
636-391-15	GREENFIELD DRIVE 27752	PSG CAPITAL PARTNERS INC	16441 SCIENTIFIC, STE. 250	IRVINE	CA	92618
636-391-16	GREENFIELD DRIVE 27766	CAIRA FAMILY TRUST	27766 GREENFIELD DRIVE	LAGUNA HILLS	CA	92653
636-391-17	GREENFIELD DRIVE 27782	SABRINA FERNANDEZ	27782 GREENFIELD DRIVE	LAGUNA HILLS	CA	92653
636-622-60	CORRIDOR	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DR	LAGUNA HILLS	CA	92653

Attachment: 2020 Weed Abatement List (2086 : 2020 Weed Abatement Program)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 21, 2020

TO: Mayor/Chair and Council/Agency Members

FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services

ISSUE: Award of the Citywide Weed Abatement Maintenance Services Agreement

RECOMMENDATION: That the City Council award the Citywide Weed Abatement Maintenance Services Agreement to Specialty Mowing Services, Inc., in the low bid amount of \$44,800.00, reject all other bids, and authorize the Mayor to sign the Agreement.

SUMMARY:

In accordance with the authorities granted in the Laguna Hills Municipal Code for Procurement of Services, bid proposals for the subject project were sought and received on March 24, 2020, at which time six bid proposals were received. The best qualified firm was determined to be Specialty Mowing Services, Inc., in the amount of \$44,800.00. Specialty Mowing Services is the previous weed abatement service provider for the City, owns the equipment needed for this project, has personnel with experience in similar work, provided satisfactory references, is licensed for the contemplated work, and is registered with the State Department of Industrial Relations. The project budget is adequate to fully fund the project. Award of the Citywide Weed Abatement Maintenance Services Agreement to Specialty Mowing Services, Inc., is recommended.

BACKGROUND:

On March 24, 2020, six bid proposals for the Citywide Weed Abatement Maintenance Services Agreement were opened as follows:

Award the Citywide Weed Abatement Maintenance Services Agreement

April 21, 2020

Page 2

Proposer	Base Bid Amount
Specialty Mowing Services, Inc.	\$44,800.00
SoCalLand Maintenance	\$46,563.20
E. Stewart & Associates	\$51,843.60
Nature's Image	\$75,546.80
Real Green, Inc.	\$85,964.00
Helix Environmental	\$92,618.82

The Engineer's Estimate for this project was \$50,000.00. In accordance with provisions of the LHMC Procurement Code, the best qualified firm was determined by review of all Bid Proposals to be Specialty Mowing Services, Inc., in the amount of \$44,800.00. This review included a determination that Specialty Mowing Services had the requisite company experience, owns the equipment needed for this project, has personnel with experience in similar work, provided satisfactory references, is licensed for the contemplated work, and is registered with the State Department of Industrial Relations. Specialty Mowing Services was the City's most previous weed abatement contractor and also provided the lowest total cost of services.

An optional procedure listed in the Notice Inviting Bids and Specifications for this project was for the holding of in-person interviews of selected firms. However, this procedure was dispensed with given the current Covid-19 emergency conditions.

The citywide weed abatement maintenance services work includes performing the citywide weed abatement and debris removal maintenance services, including, full-service weed abatement maintenance services for the purpose reducing fire hazards and to remove unwanted debris on a scheduled as well as on-call, as-needed, basis for the City's 81 acres of open space and on private properties, as authorized by the State Government Code. The term of the Agreement is five years with an optional three year extension.

It is recommended the City Council Award of the Citywide Weed Abatement Maintenance Services Agreement, attached, to Specialty Mowing Services in the Bid Proposal amount of \$44,800.00.

Award the Citywide Weed Abatement Maintenance Services Agreement

April 21, 2020

Page 3

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Section 15304 of Title 14, Chapter 3 of the California Code of Regulations (Class 4 – Minor Alterations to Land). This exemption applies to projects involving minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees. The proposed project is the authorization for the City to retain a contractor for the citywide weed abatement program to remove fire hazards; weeds and debris from properties. Therefore, the project is exempt from the requirements of CEQA.

FISCAL IMPACT:

The 2019-2020 Fiscal Year Citywide Weed Abatement Maintenance Services Budget for this Agreement is \$50,000.00. The Agreement is within the Fiscal Year 2019-2020 Fiscal Year Citywide Weed Abatement Maintenance Services Budget.

ATTACHMENTS:

- Citywide Weed Abatement Maintenance Services Agreement - Specialty Mowing Services, Inc.
- Exhibit A Cover Sheet
- Specialty Mowing Weed Abatement Proposal
- Exhibit B Cover Sheet
- NIB and Specifications - Citywide Weed Abatement

CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES AGREEMENT

Specialty Mowing Services, Inc.

THIS MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of May 2020, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "City"), and SPECIALTY MOWING SERVICES, INC., a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the services of a qualified and experienced contractor capable of performing citywide full-service weed abatement maintenance services for the purpose reducing fire hazards and to remove unwanted debris in accordance with the City's established Weed Abatement Specifications on a scheduled as well as on-call, as-needed basis (the "Project").

B. In response to City's Notice Inviting Bids for Citywide Weed Abatement Maintenance Services, dated February 25, 2020, Contractor has submitted to City a proposal, dated March 23, 2020, to provide full-service citywide weed abatement maintenance services to City for the Project pursuant to the terms and conditions of this Agreement and in accordance with the City's established Weed Abatement Specifications.

C. Contractor represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, labor and equipment, and expertise to provide the requested citywide weed abatement maintenance services and has agreed to provide such services to City for the Project as provided herein. City does not have the personnel, specialized equipment, or technical expertise able to perform the work and services contracted for herein.

D. City now desires to retain Contractor to provide such work and services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor promises and agrees to provide, furnish, and perform citywide weed abatement maintenance services to City for the Project as set forth in Contractor's Proposal/Scope of Work, dated March 23, 2020, and in accordance with the City's established Weed Abatement Specifications, which are each attached hereto as Exhibit "A" and Exhibit "B", respectively, and are incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills, equipment, labor, and abilities and that, consistent with this understanding, Contractor's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and work and with the standards recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and warrants that it is skilled in the discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the City's established Weed Abatement Specifications, and, (3) the Contractor's signed, original Proposal/Scope of Work dated March 23, 2020 ("Contractor's Proposal"), including the Contractor's Schedule of Performance and Schedule of Compensation/Fees/Rates and Unit Prices, submitted to City, which shall all be referred to collectively hereinafter as the "Contract Documents." The Contractor's Proposal and the City's established Weed Abatement Specifications for the Project, which are attached hereto as Exhibit "A" and Exhibit "B," respectively, are hereby incorporated by reference and are made part of this Agreement. All provisions of this Agreement, the Contractor's Proposal, and the City's Weed Abatement Specifications for the Project, shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the terms, conditions, requirements, and provisions of the City's Weed Abatement Specifications for the Project (Exhibit "B"); and (3rd) the provisions of the Contractor's Proposal (Exhibit "A").

1.3 Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA regulations and requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA regulations and requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the

Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its trade and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to obtain such licenses, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Contractor represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and maintains that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

1.6 Care of Work. Contractor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in either Contractor's Proposal/Scope of Work (Exhibit "A") or in City's Weed Abatement

Specifications (Exhibit "B"), or to make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Contractor, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this section shall not apply to the Work and Services specifically set forth in the Contractor's Proposal/Scope of Work or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Services identified in the Contractor's Proposal/Scope of Work exceeds any time or material amounts or estimates provided therein.

1.9 Prevailing Wages.

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

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

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

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

(C) Contractor agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRUDPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the Term of this Agreement.

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

(E) Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(F) Contractor shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

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

(H) Pursuant to California Labor Code Sections 1860 and 3700, Contractor will be required to secure the payment of compensation to its employees. By signing this Agreement, Contractor hereby certifies as follows:

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

(I) Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California

Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

1.10 Water Quality Management and Compliance.

1.10.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during performance of the Services or Work. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its bid or proposal accordingly, and assumes any and all risks and liabilities associated with and arising therefrom.

1.10.2 Compliance with Water Quality Laws, Ordinances, and Regulations. Contractor shall keep itself and any subcontractors, staff, agents, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by, the performance of the Services or Work, including, without limitation, all applicable provisions of: the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Cal. Water Code § 1300 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local or state agency having jurisdiction over the location where the Services or Work are to be performed, conducted, or provided, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

1.10.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances, and regulations listed in subsection 1.10.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP"), the City of Laguna Hills Local Implementation Plan ("LIP"), and the applicable Water Quality Management Plan ("WQMP"). Such documents contain the Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Contractor hereby acknowledges and agrees to be familiar with the DAMP, the LIP, and the WQMP, and agrees to comply with the requirements specified therein.

1.10.4 Standard of Care. Contractor represents and warrants that all employees and subcontractors performing any Services or Work hereunder shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies described in Sections 1.10.2 and 1.10.3 of this Agreement. Contractor further represents and warrants that it, its employees and subcontractors will receive appropriate training regarding the requirements of the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement as they may relate to the Services.

1.10.5 Liability for Water Quality Non-Compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in subsections 1.10.2 and 1.10.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its elected and appointed officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in subsections 1.10.2 and 1.10.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole negligence, willful misconduct or active negligence of the City, its elected and appointed officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

1.11 *Intentionally omitted.*

1.12 Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Contractor further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees/Rates and Unit Prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A"), but not exceeding the total maximum contract amount of Two Hundred Sixty-Five

Thousand Dollars (\$265,000.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above and Section 2.4 below. Compensation shall be payable according to the fees and at the rates, charges, and unit prices set forth in Exhibit "A" attached hereto. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings deemed reasonably necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Contractor's Proposal/Scope of Work (Exhibit "A"), in any month in which Contractor wishes to receive payment, no later than the 10th working day of such month, Contractor shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the Work or Services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Optional CPI Adjustment. The fees, rates and/or unit prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from May 1, 2020, through June 30, 2022). Thereafter, Contractor may submit a request to adjust its fees, rates and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust fees, rates and/or unit prices shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit price adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate or unit price exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 Changes in Scope. In the event any change or changes in the Scope of Work or Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional work or services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.5 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance set forth in Contractor's Proposal/Scope of Work (Exhibit "A").

3.2 Schedule of Performance. Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services or Work within the time period(s) established in the Schedule of Performance set forth in Contractor's Proposal (Exhibit "A"). When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on May 1, 2020 and ending on June 30, 2025. The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term ("Renewal Option") under the same terms and conditions.

3.4 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, pandemics, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Contractor, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.5 *Intentionally omitted.*

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: **Martti Silvola, President.** It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and

devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor 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. Contractor shall not contract with any other entity to perform the Services required without prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor 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 subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents and volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge,

supervision, or control of Contractor's officers, employees, representatives or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under 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 Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

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

4.4.3. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with the performance of any Work or Services under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, subcontractors, or agents, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

4.5.1 In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 **Compliance with Insurance Requirements.** Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense,

and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

5.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

5.2.2 Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

5.2.3 Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the

minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

5.4.1 The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

(A) Additional Insured: The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

(B) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(C) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

5.4.2 For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants. Contractor shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any

subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

5.12.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.12.2 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.12.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

5.12.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.12.5 Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

5.12.6 Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its elected and appointed officials, officers, employees, agents and volunteers (collectively

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

7. REPORTS AND RECORDS

7.1 Accounting Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

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

8.2 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.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Contractor thirty (30) days written notice. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination.

8.4 Default of Contractor.

8.4.1. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

8.4.2. If the City Manager, or the City Manager's designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

8.4.3. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

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

8.8 Attorneys' 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 attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Contractor represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Notices. All notices or other communications 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. Notices or other communications shall be addressed as follows:

To City:

City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, California 92653

Telephone: (949) 707-2600
Facsimile: (949) 707-2633

To Contractor : Specialty Mowing Services, Inc.
Attention: Martti Silvola, President
2910 Rainbow Glen Road
Fallbrook, California 92028
Telephone: (760) 728-1591

10.2 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. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary. 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.

10.6 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7. 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.

10.8 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

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

“CITY”
CITY OF LAGUNA HILLS,
a California municipal corporation

JANINE HEFT,
Mayor

ATTEST:

MELISSA AU-YEUNG,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONTRACTOR”
Specialty Mowing Services, Inc.

By: _____

MARTTI SILVOLA,
President/Secretary

EXHIBIT “A”**CONTRACTOR'S PROPOSAL/ SCOPE OF WORK****DATED: MARCH 23, 2020**

SCOPE OF SERVICES FOR PROJECT
INCLUDING,
COVER LETTER,
STATEMENT OF QUALIFICATIONS,
SCHEDULE OF PERFORMANCE,
AND
SCHEDULE OF COMPENSATION/ FEES/ RATES/ UNIT PRICES



Lic # 1045401-C27

DIR # 1000059700

03 /23 /2020

City of Laguna Hills
Attn: Sal Quinones
24035 El Toro Rd
Laguna Hills, CA 92653
Office: (949) 707-2600
Fax: (949) 707-2614
squinones@lagunahillsca.gov
krosenfield@lagunahillsca.gov

Subject: Weed abatement services contract for 2020

Ladies and Gentlemen of the City of Laguna Hills. Thank you for the opportunity to bid on services to serve you and your city this year. I have anticipated this project since this time last year as I was managing the progress and helping deliver a successful weed abatement season. I look forward to another equally if not exceptional year while the performance and efficiencies increase with every day on the job. Please find attached my proposal for the 5 year service agreement commencing in 2020.

Respectfully,

Martti Silvola

Attachment: Specialty Mowing Weed Abatement Proposal (2088 : Award the Citywide Weed Abatement Maintenance Services Agreement)



Lic # 1045401-C27

DIR # 1000059700

03 /23/2020

City of Laguna Hills
 Attn: Sal Quinones
 24035 El Toro Rd
 Laguna Hills, CA 92653
 Office: (949) 707-2600
 Fax: (949) 707-2614
squinones@lagunahillsca.gov
krosenfield@lagunahillsca.gov

Subject: Weed abatement services contract

Project Location: Various city owned or managed locations

Proposal: Specialty Mowing Services, Inc. proposes to provide the full scope of services to abate by mowing and/o weed eating approx. 81 total acres of city owned or managed open space along with required private parcel mowing per city code. The 15 project areas as described in the City of Laguna Hills weed abatement contract book As per direction of Sal Quinones and Amber Shaw.

Specialty Mowing Services, Inc. is willing and able to sign and comply with the Sample Draft Citywide Weed Abatement Maintenance Services Agreement.

Schedule of Performance:

Site precon meeting: Mid May as scheduled with Sal Quinones

Project start: 5/26/20 Starting the day after Memorial day Specialty Mowing Services, Inc. will mobilize starting with Area 1,2 and then work through the listed areas on consecutive days until completion and finishing prior the last business day of June.

Private parcel weed abatement: 6/15-19/19 (or as directed by City inspectors)

Project completion in full: No later than 6/26/19 City weed abatement contract completed in full

Notes and Exclusions:

Specialty Mowing Services, Inc. will provide labor, materials, tools and operators and equipment for the mowing and/or removal of annual weed growth.

No exclusions.

Schedule of compensation:

See attached for schedule of compensation.

Assigned Key Personnel:

- Mike Sandoval – Project manager and direct onsite contact for City inspector (past business owner and project manager)
- Martin Clark- Mower operator 2 year
- Darrell Wood – Mower operator 4 years
- Per Naerbo - Mower operator 30 years

Equipment List:

- 2018 CAT 299D2XHP rubber track enclosed cab with CAT BR378 78" Rotary mower or CAT HM418C Mulcher (110HP)
- 2014 New Holland TV6070 4x4 enclosed cab tractor with Bomford 80M arm Flail mower (155HP)
- 1999 Case MX-110 MAXXUM 4x4 enclosed cab tractor with Bomford 55M arm Flail mower (110HP)
- 1998 Case MX-110 MAXXUM 4x4 enclosed cab tractor with Bush Hog 3209 offset rotary cutter (110HP)
- 2018 Spider Remote controlled all wheel steering slope mower (24HP)
- 2015 Billy Goat Outback Brush cutter with 26" (11.7HP)
- Stihl 131 line trimmers
- Stihl BG55 blowers
- Kidde Pro Plus 2.5g. water Fire extinguishers (Mounted on all equipment and 1 with every hand crew)
- 2011 Peterbilt 388 tractor/trailer (550HP) (Equipment mobilization)
- All enclosed cab tractors have 2-Way radio's for operator safety and efficiency along with 1ea. 2-1/2g. pressurized water tanks and shovel.

Contact: Martti Silvola (760) 403-5236 President at Specialty Mowing Services, Inc.

Specialty Mowing Service (Founded in 1977), formerly a dba under NPC Construction, was acquired by Martti Silvola in Q2 of 2018 as a new venture and incorporated as Specialty Mowing Services, Inc. to continue to serve California with top level weed abatement and ROW maintenance services. Prior to the Specialty Mowing acquisition Martti Silvola owned and operated a Design/Build landscape design company that was founded by his father in 1974. The last 4 years focusing on Public Agency Landscape water management. His work includes a 31 controller upgrade for the City of Laguna Hills under a project lead by Weathermatic.

Martti Silvola has been continuously Licensed as a California contractor with the CSLB since 2007. Prior to that his experience ranges from welding to automotive SRS systems diagnostics and repair to the concrete construction industry operating Putzmeister boom pumps from 23m to 43m in reach.

Hobbies and passions include HAM Radio, RC Cars, Motorcycles, off road Race cars, Family time and RV travel around the US.

In his words:

I grew up in a plant nursery that my father built in the 70s. Horticulture was all around me. I was absorbing conservation and sustainability before I could eat mud! I have worked full time in the Nursery/Landscape industry for over 16 years now and I keep liking it more and more. I have earned certificates from the irrigation association which are CIC- Certified Irrigation Contractor and CLIA- Certified Landscape Irrigation Auditor. I didn't realize how dedicated to sustainability I was until I completed these goals! It feels great to be at the top in my field and feels even better when I can help someone else do the same. I love to create both beautiful landscapes and happy smiles on the faces of satisfied clients. Customer satisfaction is a piece of cake when your work is top notch. ;)

Specialty Mowing is a strategic acquisition to expand in the landscape contracting industry. It allows us to tap into market that complements the current work we already do.

Martti Ole Bertil Silvola

2910 Rainbow Glen Road, Fallbrook, CA 92028 – 760-403-5236 –
 martti@specialtymowing.com

Objective	Business development has become my focus after growing in the landscape industry from 1998 to 2018. I have no industry focus specifically rather the business development behind a landscape related business.
Experience	President Specialty Mowing Services, Inc., Fallbrook, CA 2018 – Current Owner and GM Sole Member Moose Mountain Industries, LLC. Florence, MT Dba: Aqualumen Group USA 2018 – Current Owner and Territory manager , San Diego market Manufacturer Rep agency for Kichler landscape lighting and Precision Pump Systems President/GM Finnamex, Inc., Fallbrook, CA 2002 – 2019 Design/Build landscape services, Water conservation services Certified Irrigation Contractor Certificate, Irrigation Association Certified Landscape Irrigation Auditor Certificate, Irrigation Association Concrete Boom Pump Operator Fast Flow Concrete Pumping, Temecula, CA 1999 – 2002 Operated 43 Meter and smaller concrete placement pumps
Education	Certificate of Entrepreneurship Goldman Sachs 10,000 Small Businesses- CEO Leadership program, Long Beach, CA 2017 Cohort Ambassador Certificate, Automotive Engineering Technology/Technician Universal Technical Institute, Rancho Cucamonga, CA 1999 Valedictorian
Interests	Creating reasonable yet challenging goals in business development to create meaningful jobs for the community as many times in my life as possible.
References	References are available on request.



CITY OF LAGUNA HILLS

March 12, 2020

To all Bidders:

SUBJECT: ADDENDUM NO. 1 TO NOTICE INVITING BIDS AND SPECIFICATIONS FOR CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

Bidder's shall take note of the following clarification of the Base Bid Schedule as follows:

On page P-9, Bid Item 14, *La Paz Rd open space, easterly of Alameda Avenue, per plan: (mower)*, 5.5 acres, is represented in Appendix II, Base Bid Area Maps, by two separate map pages labeled "Item 14" and "Item 15."

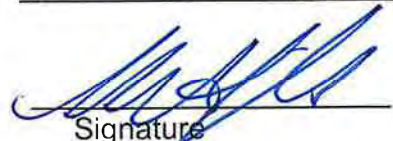
On page P-9, Bid Item 15, *Debris Removal per dump truck load*, 1 EA, and Bid Item 16, *Mobilization (limited to 5%)*, LS, do not have any location maps associated with those bid items.

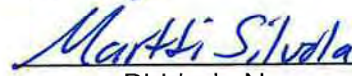
There is no change to the Bid Schedule on page P-9. There is no change in the Bid date or time due to this Addendum No. 1. Bidder's shall acknowledge this Addendum No. 1 by signing below and shall return this page with their Bid Proposal.

Sincerely,

Kenneth H. Rosenfield, P.E.
Assistant City Manager/Public Services Director

BIDDER'S ACKNOWLEDGEMENT

 3/13/2020
Signature Date


Bidder's Name

SPECIALTY MOWING SERVICES, INC
2910 RAINBOW GLEN RD
FALLBROOK, CA 92028-8460



Capability Statement

Core Competencies:

- Boom Mowing/hedging of roadway shoulders and slopes by Flail, Sawing or Sickle bar
- Flat Mowing of roadway shoulders, fields and basins.
- Mastication – Land clearing, Fire clearance, Forestry, Vegetation reduction
- Wildfire Fuel Mitigation Services
- Right of Way Encroachment Mitigation
- Remote control slope mowing using advanced, risk mitigating Spider brand mowers

Past Performance:

- Cal Trans (Dist.11) / Contact: Jeff Hawkins (858) 518-8214
- Fresno Flood Control District / Contact: Mark Featherstone (559) 260-5066
- City of Laguna Hills / Contact: Sal Quinones (949) 707-2653
- City of Buena Park / Contact: Jeff Porter (714) 580-1081
- City of Indio / Contact: Terry Cechin (760) 391-4140
- San Diego Zoo Wild Animal Park / Contact: Gail Thurston (760) 796-5638
- Rainbow Municipal Water Dist. / Contact: Chad Williams/Tom Kennedy (760) 728-1178
- Rancho California Water Dist. / Contact: Kevin Marcoux/Justin Weeks (951) 296-6900
- South Orange County Wastewater Authority / Contact: James Jones (949) 234-5487

Differentiators:

Specialty Mowing Services, Inc. has been serving both public and private customers in California since 1977. The experience gained in this time along with our high quality equipment gives Specialty Mowing Services, Inc. a tremendous advantage when looking for flat, slope, hedge mowing or mastication solutions. With multiple wheeled and tracked mowers/masticators, fire suppression apparatus, and the capability to deploy crews for hand work, Specialty Mowing Services, Inc. provides our clients with the flexibility to tackle any fire clearance, vegetation reduction, mowing or weed abatement project.

Company Data:

Specialty Mowing Services, Inc. is a family owned business with 5 regular managing employees, seasonal labor according to work load and a service area that encompasses the entire state of California.

- NAICS 561730, 115310 ~ CAGE code 8HQB8 ~ DUNS # 117439643 ~ EIN # 83-0611044

Contact Info: Martti Silvola, Company President - Cell: (760) 403-5236 / Email: martti@specialtymowing.com
Dan Paulson, Business Dev./Sales - Cell: (760) 410-9770 / Email: dan@specialtymowing.com

2910 Rainbow Glen Road ▪ Fallbrook, CA 92028 ▪ (760) 728-1591

www.specialtymowing.com

CITY OF LAGUNA HILLS
 BID PROPOSAL FOR
 CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

PROPOSAL SUBMISSION REQUIREMENTS

Bidder shall submit the following documents as a part of the submission of the Bid Proposal:

1. A cover letter on Company stationery including the following:
 - a) An expressed statement of interest in providing services to City for the Project
 - b) A statement expressing that the Company will provide the full Scope of Services described in the Notice Inviting Sealed Bids and Specifications
 - c) A statement of the Company expressing its willingness and ability to sign and comply with the Sample Draft Citywide Weed Abatement Maintenance Services Agreement
 - d) A brief statement of the Company's experience which makes them qualified for the Project.
2. Up to ten additional sheets of information identifying:
 - a) The qualifications of the Company
 - b) The qualifications of the management staff
 - c) Brief biographies/résumés of key personnel
 - d) Letters of Recommendation from current or former clients
 - e) Company experience with similar services provided to public agencies
3. A proposed Schedule of Performance.
4. Any additional information the Bidder would like considered for determination of the Best Qualified Vendor.
5. All the following Bid Proposal "P" pages.

SPECIALTY MOWING SERVICES, INC
2910 RAINBOW GLEN RD
FALLBROOK, CA 92028-8460

BIDDER'S NAME S

CITY OF LAGUNA HILLS

PROPOSAL FOR CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

TO CITY OF LAGUNA HILLS, as CITY:

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

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

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

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

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

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

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

SPECIALTY MOWING SERVICES, INC
2910 RAINBOW GLEN RD
FALLBROOK, CA 92028-8460

BIDDER'S NAME: _____

DATE March 23, 2020

BIDDER'S ADDRESS: _____

BY Marthi Silva
(Print Name)

~~SPECIALTY MOWING SERVICES, INC~~
~~2910 RAINBOW GLEN RD~~
~~FALLBROOK, CA 92028-8460~~

[Signature]
(Signature)

PHONE: 760-728-1591

TITLE President

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

BY _____
(Print Name)

(Signature of Notary Public)

(Signature)

(Attach Jurat)

TITLE _____

See attached

(SEAL)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

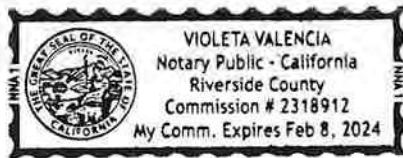
- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

Place Notary Seal and/or Stamp Above

Subscribed and sworn to (or affirmed) before me

on this 23 day of March, 2020,
 by Date Month Year

(1) Martti Silvola

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
 be the person(s) who appeared before me.

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or
 fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Proposal for Citywide Weed Abatement
 Document Date: 03-23-2020 Number of Pages: _____
 Signer(s) Other Than Named Above: NONE

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name SPECIALTY MOWING SERVICES, INC
2910 RAINBOW GLEN RD
FALLBROOK, CA 92028-8460

Business Address _____

Email: martti@specialtymowing.com Telephone: (760) 728-1591

State Contractor's License No. and Class 1045401 C-27

Original Date Issued 10/9/2018 Expiration Date 10/31/2020

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

Martti Shola, President, sole owner, 2910 Rainbow Glen Rd. Fallbrook
CA 92028 760-403-5236

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

None

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

Moose Mountain Industries, LLC dba: Agualumen Group USA

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

 (Signature of Notary Public)

(SEAL)

See attached

By Martti Shola
 (Print Name)

[Signature]
 (Signature)

Title President

Date 3/23, 2020

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

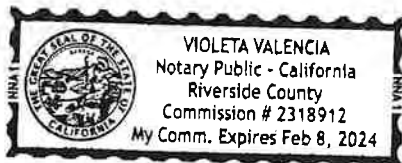
Subscribed and sworn to (or affirmed) before me

on this 23 day of March, 2020,
 by Date Month Year

(1) Martti Silvola

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
 be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature _____
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or
 fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Bidder's InformationDocument Date: 03-23-2020 Number of Pages: _____Signer(s) Other Than Named Above: NONE

SPECIALTY MOWING SERVICES, INC
2910 RAINBOW GLEN RD
FALLBROOK, CA 92028-8460

BIDDER'S NAME _____

LIST OF SUBCONTRACTORS

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

Subcontractor Name None
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

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

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

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

SPECIALTY MOWING SERVICES, INC
 2910 RAINBOW GLEN RD
 FALLBROOK, CA 92028-8460

BIDDER'S NAME _____

REFERENCES

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

City Name See Attached Capabilities Statement
 Address _____
 Phone No. _____ Contact: with applicable info.
 Description of Work _____

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

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

LICENSING STATEMENT

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

Contractor's License Number 1045401 C-27

DIR Registration No. 10000 59700

Name of Individual Contractor (Print or type):

Signature of Owner(s)

Business Address _____
or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation SPECIALTY MOWING SERVICES, INC

2910 RAINBOW GLEN RD
FALLBROOK, CA 92028-8460

Business Address _____

Corporation organized under the laws of the State of California

Marthi Siivola
Name of President of Corp./ Company

Marthi Siivola
Name of Secretary of Corp./ Company

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

By: [Signature]
(Signature)

(Signature of Notary Public)

By: Marthi Siivola, President
(Print Name and Title)

(SEAL)

(SEAL)

See attached

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

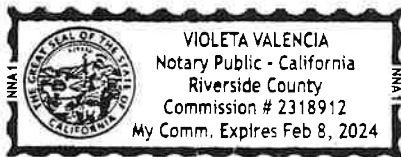
Subscribed and sworn to (or affirmed) before me

on this 23 day of March, 2020,
 by Date Month Year

(1) Martti Silvola

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
 be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or
 fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Licensing StatementDocument Date: 03-23-2020 Number of Pages: _____Signer(s) Other Than Named Above: NONE

SPECIALTY MOWING SERVICES, INC
2910 RAINBOW GLEN RD
FALLBROOK, CA 92028-8460

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

STATE OF CALIFORNIA)
) SS
COUNTY OF)

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/23/20 [date], at Fallbrook [city], CA [state]."

Signed

Marshall Shuda
President

Title

Marshall Shuda

Bidder's Name

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

Signature of Notary Public

See attached (SEAL)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

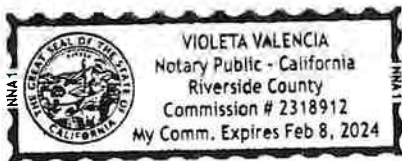
County of Riverside

Subscribed and sworn to (or affirmed) before me

on this 23 day of March, 2020,
 by Date Month Year

(1) Martti Silvola(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
 be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or
 fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit
 Document Date: 03-23-2020 Number of Pages: _____
 Signer(s) Other Than Named Above: NONE

SPECIALTY MOWING SERVICES, INC
2910 RAINBOW GLEN RD
FALLBROOK, CA 92028-8460

BIDDER'S NAME: _____

**CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES**

BASE BID (see location maps in Appendix II)

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
1	Veeh Ranch Park, east and west of Santa Vittoria Dr, per plan: hand work	SF	36,000	\$.026	\$ 936.00
2	Ridge Route Drive parcel west of Santa Vittotria Dr, per plan: mower	ACRE	1.7	300.-	510.-
3	Christina Ct open space, east and west ends, per plan: hand work	SF	8,000	.026	208.-
4	Alicia Pkwy northside open space, east and west of Laguna Ct, per plan: hand work	SF	24,000	.026	624.-
5	La Paz Rd northside open space, east of Alameda Av, per plan: hand work	SF	42,000	.026	1,092.-
6	Alicia Pkwy southside open space between Aliso Hills Dr and La Paz Rd, per plan: hand work	ACRE	8	900.-	7,200.-
7	Oso Pkwy southside open space between Moulton Pkwy & Bridlewood along fenceline, per plan: hand work	SF	37,000	.026	962.-
8	Oso Pkwy southside open space between Moulton Pkwy & Nottingham Ct, per plan: mower	ACRE	12	420.-	5,040.-
9	Oso Pkwy southside open space between Nottingham Ct and Bridlewood Dr, per plan: hand work	SF	32,000	.026	832.-
10	Alicia Pkwy northside open space westerly of Community Center Dr, along bike trail, per plan: (hand work)	SF	10,000	.026	260.-
11	Open space westerly of LH High School, per plan: (mower)	ACRE	4.6	420.-	1,932.-
12	Alicia Pkwy southside open space, westerly of Paseo de Valencia, per plan: (mower)	ACRE	45	420.-	18,900.-
13	Oso Pkwy northside open space, behind Oroville Pl, per plan: (hand work)	SF	3,000	.093	279.-
14	La Paz Rd open space, easterly of Alameda Av, per plan: (mower)	ACRE	5.5	550.-	3,025.-
15	Debris Removal per dump truck load	EA	1	1000	1,000.-
16	MOBILIZATION (limited to 5%)	LS	1	2000.-	2,000.-
TOTAL BASE BID IN FIGURES				\$	44,800.00

Continued next page

SPECIALTY MOWING SERVICES, INC
2910 RAINBOW GLEN RD
FALLBROOK, CA 92028-8460

BIDDER'S NAME: _____

**PROPOSAL BID SHEETS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES**

TOTAL BASE BID IN WORDS:

Forty Four Thousand Eight hundred DOLLARS

AND zero CENTS.

**BIDDER SHALL ALSO COMPLETE THE FOLLOWING BID UNIT PRICES FOR ANY
ADDITIONAL WORK AS SOLELY DETERMINED NECESSARY BY CITY.**

ADDITIONAL WORK BID (See location maps in Appendix III)

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE
A	Misc. hand work	SF	1	\$ 1.25
B	Misc. mower work	ACRE	1	\$ 6,534.00
C	Pampas Grass removal and disposal	ACRE	1	\$ 7,000.00
D	Removal and disposal of dead Tree less than 12" diameter	EA	1	\$ 400.00
E	Removal and disposal of dead Tree greater than 12" diameter	EA	1	\$ 750.00
F	North side of La Paz West of Aliso Hills, per plan: hand work	ACRE	2	\$ 2000.00
G	South side of Oso Pkwy between Bridlewood Dr and Nottingham Ct, per plan: hand work	ACRE	5.5	\$ 1,273.00
H	North side of Oso Pkwy between Bridlewood Dr and Nottingham Ct, per plan: hand work	ACRE	2	\$ 2,500.00
I	Santa Vittoria Channel, per plan: hand work	ACRE	1	\$ 4,356.00

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

Continued next page

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this 23 day of March, 2020.

BIDDER _____

SPECIALTY MOWING SERVICES, INC
 2910 RAINBOW GLEN RD
 FALLBROOK, CA 92028-8460

Subscribed and sworn to before me this _____ day of _____, 2020.

SIGNATURE NOTARY PUBLIC _____ (Attach Jurat)

By _____
 (PRINT)

 (SIGNATURE)

Title _____

See attached

(SEAL)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

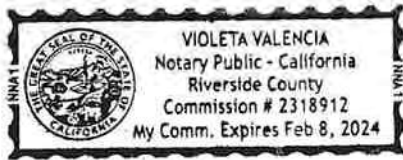
Subscribed and sworn to (or affirmed) before me

on this 23 day of March, 2020,
 by Date Month Year

(1) Martti Silvola

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
 be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature [Signature]
 Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or
 fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Proposal Bid Sheets
 Document Date: 03-23-2020 Number of Pages: _____
 Signer(s) Other Than Named Above: NONE

EXHIBIT “B”

CITY OF LAGUNA HILLS

NOTICE INVITING BIDS AND SPECIFICATIONS

FOR

CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

DATED: FEBRUARY 25, 2020

Attachment: Exhibit B Cover Sheet (2088 : Award the Citywide Weed Abatement Maintenance Services Agreement)

CITY OF LAGUNA HILLS
CALIFORNIA



NOTICE INVITING BIDS AND SPECIFICATIONS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

Issued: February 25, 2020

Bid Opening: March 24, 2020 at 3:00 pm

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

(949) 707-2651

CITY OF LAGUNA HILLS
CALIFORNIA

NOTICE INVITING BIDS AND SPECIFICATIONS
FOR

CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

Prepared under the Supervision of and Approved by:



Kenneth H. Rosenfield, City Engineer
R.C.E. No. 33496
Expires 6/30/20

2/25/2020

Date

CITY OF LAGUNA HILLS
TABLE OF CONTENTS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

NOTICE INVITING SEALED BIDS.....	NB-1
INSTRUCTIONS TO BIDDERS	IB-1
PROPOSAL DOCUMENTS	
Proposal Submission Requirements	P-1
Proposal	P-2
Bidders Information.....	P-4
List of Subcontractors	P-5
References	P-6
Contractor's Licensing Statement	P-7
Non-Collusion Affidavit.....	P-8
Proposal Bid Sheets	P-9
Bidder's Execution of Proposal	P-11
GENERAL PROVISIONS	GP-1
SPECIAL PROVISIONS	SP-1
APPENDICES	
WEED ABATEMENT MAINTENANCE SERVICES AGREEMENT	Appendix I
AREA MAPS FOR BASE BID	Appendix II
AREA MAPS FOR ADDITIONAL WORK BID	Appendix III



**CITY OF LAGUNA HILLS
NOTICE INVITING SEALED BIDS FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Laguna Hills, as CITY, for furnishing all materials, equipment, tools, labor, and incidentals as required for the above stated Project in strict accordance with this Notice Inviting Bids, Specifications and Citywide Weed Abatement Maintenance Services Agreement on file in the City Clerk's Department of the City of Laguna Hills.

Bids for a Base Bid and Additional Work Bids will be received by the City Clerk at the City of Laguna Hills until 3:00 pm on the 24th day of March 2020, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, **"SEALED BID FOR CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES - DO NOT OPEN WITH REGULAR MAIL."** The determination of the lowest bid value shall be based upon a comparison of the Base Bid only.

The City seeks to retain the services of a qualified and experienced company/Contractor capable of performing the work of all-inclusive citywide weed abatement and debris removal maintenance services, including, but not limited to, full-service weed abatement maintenance services for the purpose reducing fire hazards and to remove unwanted debris in accordance with the City's established Weed Abatement Specifications on a scheduled as well as on-call, as-needed basis (the "Project").

The City reserves the right, after opening bids, to reject any or all bids and will procure the services for Project consistent with the City's procurement regulations, procedures, and best qualified vendor selection criteria set forth in Sections 3-08.090 and 3-08.100 of the Laguna Hills Municipal Code (LHMC), respectively, as determined solely by the City; to waive any informality in the bidding; to accept any bid or portion thereof; and to take all bids under advisement for a period of ninety (90) days. Bids will be compared on the basis of the Engineer's estimate of the quantities of the several items of work as shown on the bid sheets. A full and complete copy of Sections 3-08.090 and 3-08.100 of the LHMC is provided within the Instructions for Bidders section of this document. To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide up to ten pages of additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid Proposal. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

At the time of award of the proposed Citywide Weed Abatement Maintenance Services Agreement, the Contractor shall possess a State of California Contractor's License as appropriate

for the performance of the work herein described. The City requires either the State Compensation Insurance Fund or a carrier rated B+ or above for Workers' Compensation Insurance.

The selected company/Contractor shall enter into the City's Citywide Weed Abatement Maintenance Services Agreement, which includes the following provision regarding Prevailing Wages: "Contractor is required to know and comply with the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement."

Except for any work or services that are considered to be cleaning, custodial, and janitorial in nature, the City has determined that the work or services contemplated herein are Public Works as defined in the State of California Labor Code, therefore such work or services shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The prevailing wages applicable to this procurement are available on the DIR web page at www.dir.ca.gov. It is the Bidders' sole responsibility to incorporate the cost of complying with all prevailing wage and labor compliance requirements and all applicable laws for this Project. The successful Bidder and its subcontractors of any tier, if any, shall maintain active registration with DIR, as appropriate, for the duration of this Project. Additional Prevailing Wage requirements are set forth in more detail as terms and conditions in the attached (see Appendix I) Sample Draft Citywide Weed Abatement Maintenance Services Agreement, which is subject to change upon final.

Complete sets of Specifications may be obtained by request at no charge from the City of Laguna Hills, 24035 El Toro Road, Laguna Hills, California, 92653. Specifications can be mailed for an additional \$10.00 (ten dollars) per set, or call for express delivery rates. You may obtain information regarding the Bid and plan holder's list by accessing the City's website at "www.lagunahillsca.gov", clicking on "Doing Business, Bid Opportunities, CIP/RFP," then clicking on the specific job in which you are interested. You may also access the website after the bid date to obtain information regarding the award of bid.

Dated this 25th day of February 2020.

CITY OF LAGUNA HILLS, CALIFORNIA


MELISSA AU-YEUNG
CITY CLERK
24035 El Toro Road
Laguna Hills, CA 92

CITY OF LAGUNA HILLS
INSTRUCTIONS TO BIDDERS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES AGREEMENT

1. BID PROPOSAL FORMS

Bid Proposal(s) shall be submitted in writing on the Bid Proposal forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any submission not meeting these requirements. Bid Proposals shall consist of a Base Bid and Alternate Bids.

2. NON-COLLUSION AFFIDAVIT

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

3. PROPOSAL BID SHEET

Contractors shall give unit prices for each and all of the items set forth. No aggregate proposal(s) will be considered. The Contractor shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and may change over the duration of the Project. Contractor shall make its own estimates as to the extent of the work. In case of a variation between the unit price and the totals shown by the Contractor, the unit price will be considered to be the bid.

4. DELIVERY OF BID PROPOSAL

Bid Proposals may be mailed or delivered by messenger. However, it is the Contractor's sole responsibility to ensure delivery of the proposal to the hands of the City Clerk by the date and time required in the Notice Inviting Sealed Bids.

Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city

department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting City department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting city department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

5. IRREGULAR BID PROPOSALS

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

6. TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

7. DISQUALIFICATION OF CONTRACTORS

In the event that any Contractor acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the Contractor will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one. No Agreement will be executed unless the Contractor is licensed in accordance with the provisions of the State Business and Professions Code.

8. INTERPRETATION OF DOCUMENTS

If any person/company/corporation contemplates submission of a Bid Proposal for the proposed Project and is in doubt as to the true meaning of any part of the specifications or other proposed documents, or finds discrepancies in, or omissions from the specifications, they may submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any other explanation or interpretations of the proposed documents. Contractor shall field review the site of the Project and completely familiarize themselves with all of the work necessary to complete the Project as described in the Specifications.

9. ADDENDA OR BULLETINS

The effect of all addenda to the Documents shall be considered in the Bid Proposal, and said addenda shall be made a part of these documents and shall be returned with them. Before submitting its Bid Proposal, each Contractor shall inform themselves as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render its bid irregular and may result in its rejection by the City.

10. LEGAL RESPONSIBILITIES

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

Any Contractor submitting a Bid Proposal shall by such action thereby acknowledge they have visited the full limits and extent of the work site and agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Notice Inviting Bids, Specifications and Sample Draft Citywide Weed Abatement Maintenance Services Agreement, which is subject to change upon final, and to full compliance therewith.

11. AWARD OF CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES AGREEMENT

Following a review of the Bid Proposal(s), the City shall determine whether to select a qualified Contractor for the Project based upon multiple criteria described herein. The determination of the lowest bid value shall be based upon a comparison of the Base Bid only. However, the City shall determine whether to award the proposed Sample Draft Citywide Weed Abatement Maintenance Services Agreement, which is subject to change upon final, for the Base Bid and/or any combination of Additional Work Bids to the Best Qualified Vendor in accordance with all of the following provisions of the LHMC.

“3-08.090 Procurement of goods and supplies, equipment, materials, and nonprofessional services – Greater than fifty thousand dollars (\$50,000.00) – Formal

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value of greater than fifty thousand dollars (\$50,000.00), inclusive of taxes, licenses, freight charges, installation charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

A. Notice Inviting Bids. Notices inviting formal bids or proposals from prospective vendors shall be publicly noticed no later than ten calendar

days before the submission date for formal bids. The notices shall describe the requested goods or supplies, equipment, materials, or nonprofessional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of sealed bids or proposals.

B. Public Notice. The notice inviting formal bids or proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may also include trade publications when practicable.

C. Bid Opening Procedure. Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting city department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting city department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

D. Rejection of Bids. The City Council or the Purchasing Officer shall have the discretion to reject any and all bids or proposals for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the request for bids. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of the total membership of the City Council that the procurement can be performed more economically by force account, by informal procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.

E. Tie Bids. If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses.

F. Award of Contracts. Contracts or purchase orders shall be awarded by the City Council to the lowest Bidder or proposer consistent with the best qualified vendor selection criteria set forth in Section 3-08.100, except as otherwise provided herein. The decision of the City Council shall be final. The City Council may authorize that such purchase orders or contracts be executed by either the Mayor or the City Manager, or the City Council may otherwise delegate such signature authority.

G. No Bids Received. If no bids or proposals are received, the purchase may be let in the open market or by the informal procedures set forth in Section 3-08.080, subject to City Council approval.

H. Performance Bonds. The Purchasing Officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering into a contract in such amount as may be reasonably necessary to protect the best interests of the city. If a performance bond or other form of security or guarantee is required, the form and amount of the bond, security or guarantee shall be described in the notice inviting bids, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.

I. Defects, Irregularities, and Informalities. The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section, and no such defect, irregularity, or informality shall void any contract entered into by the city.

3-08.100 Best qualified vendor.

In determining the best qualified vendor, consideration is to be given to price, quality, and performance of the goods and supplies, equipment, or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining the best qualified vendor shall include but not be limited to the following:

- A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;
- B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;
- C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;
- D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;
- E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;

F. The quality of vendor's performance history and record on previous purchases or contracts with the city;

G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and

H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder."

To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid Proposal. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

At the time of award of the proposed Sample Draft Citywide Weed Abatement Maintenance Services Agreement, which is subject to change upon final, the selected Bidder shall hold a Contractor's License or a combination of licenses, as appropriate to perform the work, issued by the State of California. Additionally, the City reserves the right to accept any bid or portion thereof, to waive any irregularity, and to take the Bid Proposal(s) under advisement for the period of time of ninety (90) days all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Contractor to whom the award is contemplated. No Contractor may withdraw its Bid Proposal for a period of ninety (90) days after the time set for opening thereof. Contractor shall be required to agree to the terms of the attached (see Appendix I) Sample Draft Citywide Weed Abatement Maintenance Services Agreement, which is subject to change upon final.

12. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations. In accordance with this Section and with Section 1861 of the State Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the attached Sample Draft Citywide Weed Abatement Maintenance Services Agreement, which is subject to change upon final, and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this

requirement shall be considered as included in the various items of work and no additional compensation will be allowed therefore.

CITY OF LAGUNA HILLS
BID PROPOSAL FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

PROPOSAL SUBMISSION REQUIREMENTS

Bidder shall submit the following documents as a part of the submission of the Bid Proposal:

1. A cover letter on Company stationery including the following:
 - a) An expressed statement of interest in providing services to City for the Project
 - b) A statement expressing that the Company will provide the full Scope of Services described in the Notice Inviting Sealed Bids and Specifications
 - c) A statement of the Company expressing its willingness and ability to sign and comply with the Sample Draft Citywide Weed Abatement Maintenance Services Agreement
 - d) A brief statement of the Company's experience which makes them qualified for the Project.
2. Up to ten additional sheets of information identifying:
 - a) The qualifications of the Company
 - b) The qualifications of the management staff
 - c) Brief biographies/résumés of key personnel
 - d) Letters of Recommendation from current or former clients
 - e) Company experience with similar services provided to public agencies
3. A proposed Schedule of Performance.
4. Any additional information the Bidder would like considered for determination of the Best Qualified Vendor.
5. All the following Bid Proposal "P" pages.

BIDDER'S NAME _____

CITY OF LAGUNA HILLS

**PROPOSAL
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES**

TO CITY OF LAGUNA HILLS, as CITY:

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

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

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

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

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

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

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME: _____

DATE _____, 20____.

BIDDER'S ADDRESS: _____

BY _____
(Print Name)

(Signature)

PHONE: () _____

TITLE _____

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

BY _____
(Print Name)

(Signature of Notary Public)

(Signature)

(Attach Jurat)

TITLE _____

(SEAL)

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Email: _____ Telephone: () _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

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

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

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

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

By _____
(Print Name)

(Signature of Notary Public)

(Signature)

Title _____

(SEAL)

Date _____, 20____

BIDDER'S NAME _____

LIST OF SUBCONTRACTORS

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

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

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

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

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

BIDDER'S NAME _____

REFERENCES

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

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

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

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

LICENSING STATEMENT

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

Contractor's License Number _____

DIR Registration No. _____

Name of Individual Contractor (Print or type):

Signature of Owner(s) _____

Business Address _____

or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation _____

Business Address _____

Corporation organized under the laws of the State of _____

Name of President of Corp./ Company

Name of Secretary of Corp./ Company

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

By: _____
(Signature)

(Signature of Notary Public)

By: _____
(Print Name and Title)

(SEAL)

(SEAL)

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

STATE OF CALIFORNIA)
) SS
COUNTY OF)

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

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

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

Signed _____

Title

Bidder's Name

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

Signature of Notary Public

(SEAL)

BIDDER'S NAME: _____

**CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES**

BASE BID (see location maps in Appendix II)

ITEM NO.	ITEM	UNIT	QTY	UNIT PRICE	AMOUNT
1	Veeh Ranch Park, east and west of Santa Vittoria Dr, per plan: hand work	SF	36,000		
2	Ridge Route Drive parcel west of Santa Vittotria Dr, per plan: mower	ACRE	1.7		
3	Christina Ct open space, east and west ends, per plan: hand work	SF	8,000		
4	Alicia Pkwy northside open space, east and west of Laguna Ct, per plan: hand work	SF	24,000		
5	La Paz Rd northside open space, east of Alameda Av, per plan: hand work	SF	42,000		
6	Alicia Pkwy southside open space between Aliso Hills Dr and La Paz Rd, per plan: hand work	ACRE	8		
7	Oso Pkwy southside open space between Moulton Pkwy & Bridlewood along fenceline, per plan: hand work	SF	37,000		
8	Oso Pkwy southside open space between Moulton Pkwy & Nottingham Ct, per plan: mower	ACRE	12		
9	Oso Pkwy southside open space between Nottingham Ct and Bridlewood Dr, per plan: hand work	SF	32,000		
10	Alicia Pkwy northside open space westerly of Community Center Dr, along bike trail, per plan: (hand work)	SF	10,000		
11	Open space westerly of LH High School, per plan: (mower)	ACRE	4.6		
12	Alicia Pkwy southside open space, westerly of Paseo de Valencia, per plan: (mower)	ACRE	45		
13	Oso Pkwy northside open space, behind Oroville Pl, per plan: (hand work)	SF	3,000		
14	La Paz Rd open space, easterly of Alameda Av, per plan: (mower)	ACRE	5.5		
15	Debris Removal per dump truck load	EA	1		
16	MOBILIZATION (limited to 5%)	LS	1		
TOTAL BASE BID IN FIGURES				\$	

Continued next page

BIDDER'S NAME: _____

**PROPOSAL BID SHEETS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES**

TOTAL BASE BID IN WORDS:

_____ DOLLARS

AND _____ CENTS.

BIDDER SHALL ALSO COMPLETE THE FOLLOWING BID UNIT PRICES FOR ANY ADDITIONAL WORK AS SOLELY DETERMINED NECESSARY BY CITY.

ADDITIONAL WORK BID (See location maps in Appendix III)

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE
A	Misc. hand work	SF	1	
B	Misc. mower work	ACRE	1	
C	Pampas Grass removal and disposal	ACRE	1	
D	Removal and disposal of dead Tree less than 12" diameter	EA	1	
E	Removal and disposal of dead Tree greater than 12" diameter	EA	1	
F	North side of La Paz West of Aliso Hills, per plan: hand work	ACRE	2	
G	South side of Oso Pkwy between Bridlewood Dr and Nottingham Ct, per plan: hand work	ACRE	5.5	
H	North side of Oso Pkwy between Bridlewood Dr and Nottingham Ct, per plan: hand work	ACRE	2	
I	Santa Vittoria Channel, per plan: hand work	ACRE	1	

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

Continued next page

CITY OF LAGUNA HILLS
PROPOSAL BID SHEETS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 2020.

BIDDER _____

Subscribed and sworn to before me this _____ day of _____, 2020.

SIGNATURE NOTARY PUBLIC _____ (Attach Jurat)

By _____
 (PRINT)

 (SIGNATURE)

Title _____

(SEAL)

CITY OF LAGUNA HILLS
GENERAL PROVISIONS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

1. AGREEMENT

The selected company/Contractor, by submitting their bid, is agreeing to enter into the proposed Sample Draft Citywide Weed Abatement Maintenance Services Agreement (hereinafter "Agreement"), which is subject to change upon final. The Sample Draft Citywide Weed Abatement Maintenance Services Agreement is attached (see Appendix I).

2. CONFLICTS

In case of any conflict between the Notice Inviting Bids, these Specifications and the Agreement, the Agreement shall take precedence.

3. BASE BID AND ADDITIONAL WORK BIDS

The Bidder shall provide bid values for the Base Bid and all Additional Work Bids. Bids shall be compared on the basis of the Base Bid only for the determination of the lowest responsive Bidder. The City shall have the authority to select a company/Contractor to enter into the Agreement to provide services on the basis of the Base Bid and/or any combination of Alternative Bids and in accordance with the "best qualified vendor selection criteria" as described herein.

The Base Bid shall provide unit prices for Weed Abatement maintenance as shown on the Bid Schedule of all designated City Weed Abatement Areas (see Appendix II for Base Bid maps of Weed Abatement Areas). Additional Work Bid shall provide unit prices for Weed Abatement maintenance as shown on the Additional Work Bid Schedule (see Appendix III for Additional Work Bid maps of the City Weed Abatement Areas) as described in the Scope of Work.

4. AWARD OF CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES AGREEMENT – BEST QUALIFIED VENDOR SELECTION CRITERIA

Following a review of the Bid Proposal(s), the City shall determine whether to select a qualified Contractor for the Project based upon multiple criteria described herein. The determination of the lowest bid value shall be based upon a comparison of the Base Bid only. However, the City shall determine whether to award the proposed Sample Draft Citywide Weed Abatement Maintenance Services Agreement, which is subject to change upon final, for the Base Bid and/or any combination of Alternate Bids to the best qualified vendor in accordance with all of the following provisions of the LHMC.

"3-08.090 Procurement of goods and supplies, equipment, materials, and nonprofessional services – Greater than fifty thousand dollars (\$50,000.00) – Formal

The procurement of goods and supplies, equipment, materials, and nonprofessional services with an estimated value of greater than fifty thousand dollars (\$50,000.00), inclusive of taxes, licenses, freight charges, installation charges, fees, and other considerations, shall be made by the formal procedures set forth in this section.

A. Notice Inviting Bids. Notices inviting formal bids or proposals from prospective vendors shall be publicly noticed no later than ten calendar days before the submission date for formal bids. The notices shall describe the requested goods or supplies, equipment, materials, or nonprofessional services in general terms, how to obtain more detailed information concerning the procurement, and state the time, place, and deadline for submission of sealed bids or proposals.

B. Public Notice. The notice inviting formal bids or proposals shall be publicly noticed in any generally accepted manner, which includes on the city's official website. In addition, such notice may also include trade publications when practicable.

C. Bid Opening Procedure. Sealed bids or proposals shall be submitted to the office of the City Clerk or requesting city department and shall be identified as formal competitive bids or proposals on the outside of the sealed envelope. The City Clerk or requesting city department head shall store all sealed bids in a secure location until opening. The City Clerk or requesting City department head shall open all bids or proposals in public at the time and place stated in the notice inviting bids. A tabulation of all bids or proposals received shall be open for public review and inspection in the office of the City Clerk or requesting City department during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

D. Rejection of Bids. The City Council or the Purchasing Officer shall have the discretion to reject any and all bids or proposals for any reason or for no reason, and may suspend, delay, or otherwise cancel the procurement, or may order the re-advertisement of the request for bids. If all formal bids or proposals are rejected and the City Council resolves by a recorded majority vote of the total membership of the City Council that the procurement can be performed more economically by force account, by informal procedures, or through open market purchases, then it may dispense with further formal competitive public bidding.

E. Tie Bids. If two or more formal bids or proposals received are the same and are the lowest, the City Council may accept the one it chooses.

F. Award of Contracts. Contracts or purchase orders shall be awarded by the City Council to the lowest Bidder or proposer consistent with the best qualified vendor selection criteria set forth in Section 3-08.100, except as otherwise provided herein. The decision of the City Council shall be final. The City Council may authorize that such purchase orders or contracts be executed by either the Mayor or the City Manager, or the City Council may otherwise delegate such signature authority.

G. No Bids Received. If no bids or proposals are received, the purchase may be let in the open market or by the informal procedures set forth in Section 3-08.080, subject to City Council approval.

H. Performance Bonds. The Purchasing Officer shall have authority to recommend that a performance bond or other form of security or guarantee be required before entering into a contract in such amount as may be reasonably necessary to protect the best interests of the city. If a performance bond or other form of security or guarantee is required, the form and amount of the bond, security or guarantee shall be described in the notice inviting bids, and the performance bond, security or guarantee shall be in a form approved by the City Attorney.

I. Defects, Irregularities, and Informalities. The City Council may, in its sole discretion, waive any defect, irregularity, or informality in the formal bids or proposals or in the competitive procedures established in this section, and no such defect, irregularity, or informality shall void any contract entered into by the city.

3-08.100 Best qualified vendor.

In determining the best qualified vendor, consideration is to be given to price, quality, and performance of the goods and supplies, equipment, or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining the best qualified vendor shall include but not be limited to the following:

A. The cost and quality of the goods and supplies, equipment, materials, or nonprofessional services;

B. The ability, capacity, and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, materials, or nonprofessional services requested;

C. The ability of the vendor to provide the goods and supplies, equipment, materials, or nonprofessional services requested promptly or within the time specified, without delay, interference, or service interruption;

D. The ability of the vendor to demonstrate the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform;

- E. The character, integrity, reputation, judgment, references, experience, and efficiency of the vendor;
- F. The quality of vendor's performance history and record on previous purchases or contracts with the city;
- G. The ability of the vendor to provide future maintenance, repair parts, and services for the use of the goods and supplies, equipment, or materials purchased; and
- H. The ability of the vendor to demonstrate its prior, current, and continued compliance during the contract term with all applicable federal, state, and local laws, statutes, ordinances and all lawful orders, rules, and regulations promulgated thereunder."

To facilitate the City's determination of the Best Qualified Vendor, Bidder shall provide additional information about their unique qualifications meeting the City's needs for this Project as a part of the submission of their Bid. The City may, at its discretion, after the opening of the Bids, schedule interviews of the lowest Bidders as a part of its determination of the Best Qualified Vendor. Bidders shall be notified of a schedule of interviews and shall participate upon an invitation issued by the City.

The City reserves the right to accept any bid or portion thereof, to waive any irregularity, and to take the Bid Proposal(s) under advisement for the period of time of ninety (90) days all as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Company/Contractor to whom the award is contemplated. No Bidder may withdraw its Bid Proposal for a period of ninety (90) days after the time set for opening thereof. Contractor shall be required to agree to the terms of the attached (see Appendix I) Draft WEED ABATEMENT Maintenance Services Agreement.

5. TERM/EXTENSION

Unless earlier terminated as provided in the Agreement, the Agreement shall commence upon the effective date of the Agreement and shall continue in full force and effect for a period of five (5) years, commencing on May 1, 2020, and ending on June 30, 2025 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term ("Renewal Option").

Any extension of the Term pursuant to the Renewal Option shall only be made on the basis of the terms, conditions, requirements and schedule of compensation as provided for in the five-year Initial Term of the Agreement.

6. METHOD OF PAYMENT

The Contractor shall present, for the previous month, a monthly invoice for the contracted monthly amount for regular maintenance for the lump sum price proposed and, separately, for any extra work as preauthorized by Task Order as issued by City. The monthly invoice shall be accompanied with a narrative description of all work completed in the preceding month and all other reporting as specified herein as a prerequisite for processing the invoice for payment. Failure to invoice monthly, within 30 days of the last day of the preceding month, then said invoice shall not be due and payable. Payment will be made monthly only after verification of completion of the scheduled work and any extra work. Send monthly invoices to: Director of Public Services, City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92653

7. COMPENSATION

Full compensation for performing all work specified by these specifications and the Agreement shall be considered as included in the unit prices bid for specified Weed Abatement maintenance and no additional compensation will be allowed therefore. The general work activities (for a complete list, consult the Special Provisions within these Specifications) included in the unit prices price shall include, but not be limited to, the following work within the locations of Weed Abatement Areas (see Appendix II):

- a) Mobilization including the transporting of equipment to and from work sites, the provision of sanitary facilities and all tools.
- b) Mowing, flailing and tractor work to cut weeds to ground height.
- c) Hand work to cut weeds.
- d) Debris removal.
- e) Site cleanup.

8. TASK ORDER FOR EXTRA WORK

No extra work or additional work shall be performed without the City issuance of a Task Order authorizing the work. The following procedure will govern such work.

1. Extra work or additional work shall not be initiated without written authorization as represented by a Task Order. Otherwise, work performed prior to written authorization shall not be paid.

2. Work will be executed in a timely manner meeting the approval of the City on a Unit Price basis, an agreed lump sum price or time and material basis as defined in the Task Order.
3. Materials cost shall be the actual cost plus 15% for handling of materials purchased by the Contractor and used for the extra work, including sales taxes, freight and delivery charges. The City reserves the right to directly purchase materials for the Contractor's use.
4. Equipment rental costs for extra work or additional work on an hourly or daily basis, if any, shall include full compensation including move-in and/or move-out charges and the operator and no additional compensation will be allowed. All equipment shall be in good working order and be suitable for its purpose.
5. Notwithstanding the above clauses, the City shall have no obligation to utilize the Contractor for extra work or additional work and may use other forces as deemed appropriate by the City without any effect on this Agreement.
4. Materials cost shall be the actual cost plus 15% for handling of materials purchased by the Contractor and used for the extra work, including sales taxes, freight and delivery charges. The City reserves the right to directly purchase materials for the Contractor's use.
5. Equipment rental costs for extra work on an hourly or daily basis, if any, shall include full compensation including move-in and/or move-out charges and the operator and no additional compensation will be allowed. All equipment shall be in good working order and be suitable for its purpose.
6. Notwithstanding the above clauses, the City shall have no obligation to utilize the Contractor for extra work and may use other forces as deemed appropriate by the City without any effect on the Agreement.

9. PREVAILING WAGES

The Agreement includes the following provision regarding Prevailing Wages: "Contractor is required to know and comply with the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement,

Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.”

Except for any work or services that are considered to be cleaning, custodial, and janitorial in nature, the City has determined that the work or services contemplated herein are Public Works as defined in the State of California Labor Code, therefore such work or services shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The prevailing wages applicable to this procurement are available on the DIR web page at www.dir.ca.gov. It is the Bidders' sole responsibility to incorporate the cost of complying with all prevailing wage and labor compliance requirements and all applicable laws for this Project. The successful Bidder and its subcontractors of any tier, if any, shall maintain active registration with DIR, as appropriate, for the duration of this Project. Additional Prevailing Wage requirements are set forth in more detail as terms and conditions in the attached (Appendix I) draft WEED ABATEMENT Maintenance Services Agreement.

10. ANTI-KICKBACK AND WORK STANDARDS

The Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5). Section 103 requires the Contractor to compute the wages of every mechanic and laborer on the basis of a standard workday of eight (8) hours and the standard workweek of forty (40) hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than one and one half (1-1/2) times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

11. EMERGENCY NUMBERS

The Company/Contractor shall furnish the City with toll-free emergency telephone numbers which can be called 24 hours a day during emergency conditions. The Contractor shall make available personnel to respond to calls to alleviate emergency situations should they arise. Personnel shall be at the site of the emergency and shall initiate remedial action within two (2) hours from time of

notification of emergency situations. An answering service is not adequate for emergency calls.

12. LICENSES

The Contractor shall have and maintain a State of California Contractor's License as appropriate for the work for the duration of these services. Additionally, Contractor shall have and maintain additional licenses as required by any governmental regulation for any other regulated work. There is no City Business License requirement.

13. DRESS CODE AND APPEARANCE

The Company/Contractor shall be required to provide uniforms for personnel assigned to the Project, meeting the City's approval. Sufficient clothing changes shall be provided to personnel to always present a neat and clean appearance of the Weed Abatement maintenance personnel at all times. All employees working in or around right-of-way must wear reflective safety vests meeting ANSI/ISEA 107-2015 Class II Standards and, as appropriate, safety helmets, safety goggles, and other safety gear.

14. INTERACTION WITH PUBLIC

All of the personnel shall exhibit and practice courteous and ethical behavior during all times of the Agreement and during all interactions with the public to the City's satisfaction. All personnel shall be capable of basic communication skills in the English language. Any personnel deemed not meeting the City's standards shall be promptly removed from the Project.

15. THE CITY'S RIGHT TO DO WORK

The City reserves the right to do work as required within any Weed Abatement area. If such alterations affect the provision of the Agreement, the Contractor shall submit a cost reduction to the Agreement resulting from the new work.

16. CITY LIAISON

The City Representative and the Contractor's Supervisor will meet on a weekly basis, or more frequently if the City so desires. The purpose of this meeting will be to discuss general and specific status of Weed Abatement maintenance. More frequent contact may be required between the City's Representative and the Contractor's Supervisor separately from these meetings.

17. REVIEW OF PROJECT SERVICES

Upon request, the Contractor will walk the Project with the City Representative for the purpose of determining compliance with the Specification or to discuss required work.

18. SUBSTITUTIONS

Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the City Representative.

19. SPECIFICATIONS AND PLANS

The work performed shall be done in accordance with the General Provisions and Special Provisions. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals and do all the work involved in executing the Agreement.

20. COMMUNICATIONS

In addition to emergency telephone access and weekly meetings, Contractor shall maintain standard office contact methods including telephone, facsimile machine, and U.S. mail. Contractor shall maintain and utilize an email account specific to the City of Laguna Hills. Email shall be the routine communication media for submission of documents, requests, work orders, reports, etc.

21. SCHEDULING OF OPERATIONS/HOLIDAYS

The Contractor shall perform its work at such time as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. The Contractor shall submit a Weed Abatement Maintenance Services Schedule describing when work will be accomplished. The schedule shall be subject to approval and change by the City and shall be submitted prior to starting any work.

The Contractor shall complete all Weed Abatement Maintenance Services during normal working days, Monday to Friday, between May 1st and June 15th of each year. The Contractor shall be on-call for work at other times of the year as determined needed by City.

22. SUPERVISION AND SPECIAL SKILLS

The Contractor shall assign a supervisor full-time (40 hours per week) within the City limits of the City of Laguna Hills, working regular working hours for the duration of this Contract. Supervisors shall have a minimum of five (5) years' experience in Weed Abatement maintenance supervision. The Supervisor and staff shall have expertise and experience the operation of equipment and tools necessary to complete weed abatement. Supervisor shall be capable of communicating effectively both in written and spoken English and background must include

experience in similar projects of the type found in the City of Laguna Hills. The Supervisor or any member of staff determined by the City Supervisor not effectively meeting or exceeding the aforementioned requirements are to be replaced immediately upon request.

23. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

The Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above ground and underground on the City's property. Any damage to City property deemed by City to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no cost to the City. The requirement below to contact Underground Service Alert 48 hours prior to excavating shall not relieve the Contractor of the above-stated obligation.

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, i.e., utility lines. This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the City.

1. Utility Requirement

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

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

NAME	ADDRESS	CITY, STATE, ZIP	ATTENTION	Phone Number
AT&T	1265 N. Van Buren St.	Anaheim, CA 92807	David Goldstein	714/666-5696
OCTA	550 S. Main Street	Orange, CA 92613	Kyle Poff	714/560-5816
SCE	14155 Bake Parkway	Irvine, CA 92718	Chris Schafer	949/458-4413
El Toro Water	24251 Los Alisos Bl.	Lake Forest, CA 92630	Brian Miller	949/837-7050
Gas Company	1919 S. State College	Anaheim, CA 92806	Mike Duenaz	714/634-3158
Gas Company Transmission	P. O. Box 1100	Chatsworth, CA 91313	Rosalyn Squires	818/701-4546
CR&R	P.O. Box 1100	San Juan Capistrano, CA 92693	Mike Campuzano	949/254-1779

SVUSD	25631 Diseno Drive	Mission Viejo, CA 92691	Frank Manzo	949/580-3335
Moulton Niguel Water District	27500 La Paz Road	Laguna Niguel, CA 92677	Steve Merk	949/425-3538
Cox Comm	27121 Towne Centre Dr	Foothill Ranch, CA 92610	Reynaldo Castro	949/563-8889
Santa Margarita Water District	P. O. Box 7005	Mission Viejo, CA 92690-7005	Jaime Aguilar	949/459-6582
SDGE	662 Camino de los Mares	San Clemente, CA 92673	Dolphus D. Davis	949/369-4721

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

2. Safety Orders

The Contractor shall comply with the provisions of any City ordinances or regulations, State Laws, and Federal Regulations regarding requirements for the protection of excavations and the nature of such protection.

In accordance with Section 6500 of the Labor Code, the Contractor is required to obtain a permit from the Division of Industrial Safety for any trench or excavation of five feet or more in depth and into which a person is required to descend.

Prior to beginning of excavations requiring shoring, the Contractor shall provide the design of the shoring system as prepared by a licensed civil engineer and designate in writing to the Engineer someone whose responsibility it is to supervise the Project safety measures and someone whose responsibility it is to supervise the installation and removal of sheeting, shoring, and bracing. In addition to shoring the excavations in accordance with the minimum requirements of Industrial Safety Orders, it shall be the Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of load which may exceed those desired by using the criteria set forth in the Industrial Safety Orders. The Contractor shall be solely responsible for safety and for any damages which may result from its failure to provide adequate shoring of the excavation under any and all of the conditions of loading which may exist or which may arise during the Project.

24. CONTRACTOR NEGLECT

Any damage to City or private property, including loss of plant material, which has been determined by the City to be due to the Contractor's neglect or actions, shall be corrected by the Contractor at no additional cost to the City.

25. SAFETY

Contractor shall be solely responsible for providing a safe work place, and compliance with standards and regulations of the Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable governmental law.

26. EQUIPMENT

The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment. All equipment deemed by the City Representative to be in disrepair or unsatisfactory, shall be repaired or replaced immediately.

27. TRAFFIC CONTROL

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of vehicles. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossings through the work area.

The Contractor shall have prepared by a licensed civil engineer or traffic engineer a Traffic Control Plan in accordance with the Caltrans Traffic Manual and the Work Area Traffic Control Handbook prior to implementing any lane closures. The Traffic Control Plans shall be submitted to the City for review prior to use. Special attention shall be made to protecting and maintaining bicycle lanes. Should any lanes need to be closed to facilitate maintenance operations, Contractor shall minimize this occurrence and post notices as required.

28. NOISE CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract. Operations and equipment producing noise are restricted to the hours of 7:00 a.m. to 4:00 p.m. It is the responsibility of the Contractor to become familiar with all local sound control and noise level rules, regulations, and ordinances. Each internal combustion engine, used for any purpose on the job or related to the

job, shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the Project without said muffler.

29. WATER QUALITY AND CONSERVATION

Contractor shall be familiar with and comply with all provisions of the National Pollution Discharge Elimination System as implemented by City and via permits issued by the Santa Ana or San Diego Regional Water Quality Control Boards. Contractor shall comply with Water Quality Best Management Practices.

CITY OF LAGUNA HILLS
SPECIAL PROVISIONS
FOR
CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES

1. SCOPE OF WORK

City has determined that there is a need to retain the services of a qualified and experienced company capable of performing citywide full-service weed abatement maintenance services for the purpose reducing fire hazards and to remove unwanted debris in accordance with the City's established Weed Abatement Specifications on a scheduled, as well as, on-call, as-needed basis as further specified herein.

2. LOCATION OF WORK

The Project is located on various city owned parcels, and on private parcels as designated by City, as shown on the plans, See Appendix II for maps of Base Bid areas and Appendix III for maps of Additional Work areas of Weed Abatement Maintenance Services.

3. TIME OF COMPLETION

The Contractor shall complete all work in every detail within 20 working days of each annual calendar date identified in the Notice to Proceed. Contractor's start date will be identified as no later than the third Monday of May of each year of the Term of the Citywide Weed Abatement Maintenance Services Agreement.

4. TRAFFIC REQUIREMENTS

The Contractor shall provide delineation in accordance with the latest updated version of the California Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall schedule the order of his work such that no travel lanes are closed before 9:00 A.M. or after 4:00 P.M. daily. A minimum of one through travel lane and all turning lanes in all directions shall be maintained during the work between 9:00 A.M. and 4:00 P.M. The same number of travel lanes currently in use (at the time of bid) shall be opened to traffic each and every day between 4:00 P.M. and 9:00 A.M. No work that interferes with public traffic shall be performed after 4:00 P.M. or before 9:00 A.M. No street closures shall be made.

5. UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the work area when the Contractor gives at least 48 hours' notice to the Underground Service Alert by calling 1(800) 422-4133. Contractor shall provide the City with proof of contact with USA upon request. The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company (714) 634-3185 at least 2 working days prior to the start of work.

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

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

6. FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters will be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

7. REMOVAL OF WATER

The Contractor shall provide and maintain at all times during work ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. Dewatering methods and disposal of water from dewatering operations shall be the sole responsibility of the Contractor and shall conform to the requirements of the State Regional Water Quality Control Board, the requirements of the National Pollution Discharge Elimination System (NPDES), and the Federal Clean Water Act. Full compensation for dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed therefore.

8. TRAFFIC AND ACCESS

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall notify in writing all affected property owners of the proposed work schedule a minimum of forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed. The "Notices" will be furnished by the Contractor.

Pedestrian access shall be maintained at all times during work and shall be in accordance with the Americans With Disabilities Act.

9. STORAGE OF EQUIPMENT AND MATERIALS IN PUBLIC STREETS.

The Contractor is required to, at his own expense, maintain and operate a work and storage area outside of the public right-of-way. In such case the Contractor shall submit to City written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work. Location of site to be approved by City. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-Project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to City. The Notice of Completion will not be issued until said release is submitted.

10. STREET CLOSURES, DETOURS, BARRICADES.

The Contractor shall perform lane closures and all traffic control operations in accordance with the applicable details in the California MUTCD, latest edition. No work shall be performed until the required lane closure traffic control has been installed and approved by the City. If the City does not feel that the Contractor is properly and safely implementing the MUTCD details, then work shall be stopped until such time as the Contractor can successfully remedy the deficiencies.

Portable delineators (traffic cones are not allowed), which conform to the California MUTCD, latest edition, shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed 25 feet. The minimum lane transitions shall be a 50 to 1 taper. Double base delineators will be required.

The Contractor shall schedule the order of his work such that no travel lanes are closed before 9:00 A.M. or after 4:00 P.M. daily. A minimum of one through travel lane and all turning lanes in all directions with flaggers will be required at all times. The same number of travel lanes currently in use shall be opened to traffic during non-working hours. No street closures shall be made unless indicated on the approved traffic control plans. The traffic signal and traffic signal detectors shall remain operational continuously during the work, and traffic loops that require replacement shall be disrupted no more than 5 calendar days before their replacement. No weekend work (day or night) will be allowed, unless otherwise specified on the Plans or as approved by the City.

The Contractor shall designate at least one worker solely for the provision and maintenance of traffic control, as applicable.

The Contractor shall be responsible for providing temporary access to all intersecting streets and driveways throughout the workday and at the end of each workday. A minimum of one access point shall be maintained for each commercial business during their normal business hours. Pedestrian access shall be maintained at all times and temporary and permanent pedestrian access shall be in accordance with the Americans with Disabilities Act.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of

the workarea and shall be maintained in a new or like new condition, free of damage and graffiti.

If the traffic delineators are damaged, displaced or not in an upright position, from any cause, said delineators shall immediately be replaced or restored to their original location, in an upright position, by the Contractor.

The Contractor shall furnish competent flagmen to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen shall perform their duties and shall be provided with the necessary equipment in accordance with the California MUTCD. The equipment shall be furnished and kept clean and in good repair by the Contractor, at Contractor's expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at its own expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

Personal vehicles of the Contractor's employees shall only be parked in an allowed area as delineated by the City, and shall not be parked on the traveled way at any time, including any section closed to public traffic.

11. WORK SCHEDULE.

The Contractor's proposed Work Schedule shall be submitted with the Bid Proposal. Prior to issuing the Notice to Proceed, the Engineer will schedule a pre-work meeting with the respective Contractor to review the proposed Schedule and delivery dates, arrange the utility coordination, discuss methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Schedule. Any deviations from the original schedule shall be explained.

The Engineer's review and acceptance of schedules shall not waive any Contract requirements and shall not relieve the Contractor of any obligation thereunder or responsibility for submitting complete and accurate information. Schedules that are rejected shall be corrected by the Contractor and resubmitted to the Engineer within five (5) working days of notification by the Engineer, at which time a new review period of one week will begin.

Errors or omissions on schedules shall not relieve the contractor from finishing all work within the time limit specified for completion of the Contract. If, after, a schedule has been accepted by the Engineer, either the Contractor or the Engineer discovers that any aspect of the schedule has an error or omission, it shall be corrected by the Contractor on the next schedule.

12. MEASUREMENT AND PAYMENT

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month. Contractor shall meet and confer with the City Representative and confirm measurements of the work prior to submission of a progress payment request.

13. MOBILIZATION.

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site; for the establishment of all offices, buildings and other facilities necessary for the work on this Project; and for all other work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the Project site. Mobilization is deemed to include all aspects of mobilization and de-mobilization work occurring during the life of the Project for any reason.

Full compensation for mobilization shall be included in the Contract Lump Sum price bid for Mobilization and shall include full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization and Clearing and Grubbing as specified herein, and no additional compensation will be allowed. Mobilization shall not exceed 5% of the entire bid, excluding the bid value for mobilization and as shown in the Proposal Base Bid Sheet.

14. CONDUCT, EQUIPMENT AND FACILITIES.

Conduct of the Work. The Contractor shall behave, at all times, in a courteous, professional manner. While on site, or entering or exiting the site, there shall be no extraneous activity that might cause disruption to the Project site, surrounding areas, or residents. Failure to comply may result in the suspension of work, or removal of contractor's staff from the Project.

Noise Levels. A noise level limit of 86 dB A at a distance of fifty feet (50') shall apply to all equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

15. COOPERATION AND COLLATERAL WORK.

The Contractor is advised as to the possibility of other projects within the proposed work areas by the City, other governing agencies or private enterprises. In the event of such projects, the Contractor shall coordinate with the applicable parties as to the extent of any time required to complete their work and shall schedule its work and conduct its operations so as to permit access and time as required for the concurrent work. The Contractor shall immediately notify the City Representative in the event of a delay in scheduling caused solely by this concurrent work. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

16. CLEANING AND PROJECT SITE MAINTENANCE.

The purpose of weed and debris removal is for the reduction of fire hazards and this is to be accomplished by mowing, or if mowing is not feasible, by hand removal, hauling to an approved dump, trimming and grubbing using manual labor or by any combination of methods that are approved and included in the scope of these Specifications. The Contractor shall keep all properties clean and free of rubbish and debris in a timely manner as necessary and/or as directed by the Engineer.

The Contractor shall implement effective handling, storage, usage, and disposal practices to control material pollution and manage waste and non-stormwater at the job site before they come in contact with storm drain systems and receiving waters.

The Contractor shall:

- (a) Initiate and maintain a daily program to prevent accumulation of debris on-site and along access roads and haul routes. Maintain areas under Contractor's control free of waste materials, debris, weeds 6" high, and rubbish. Maintain site in a clean and orderly condition.
- (b) Provide suitable covered containers for deposit of debris and rubbish. Dispose of accumulation of extraneous materials, prohibit overloading of trucks to prevent spillages on access and haul routes and provide daily inspection of haul routes to enforce requirements.
- (c) The Contractor shall supply, as needed, a self-loading motorized street sweeper equipped with a functional water spray system as part of his daily program.
- (d) Schedule at a minimum, weekly collection and disposal of debris. Provide additional collections and disposals of debris whenever the weekly schedule is inadequate to prevent accumulation.

The Contractor is required to control dust throughout the life of the Contract. The control may be required by job conditions or the City Representative. In any case, the Contractor shall use water or other means to control the dust. No chemical agents may be used without written authorization from the City. The Contractor shall be solely responsible for safety problems, accidents or any other complications or claims arising from inadequate dust control.

No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, or by public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

No separate payment will be made for any work performed or material used in cleaning the Project. Full compensation for such cleaning shall be considered as included in the price paid for the various items of work involved and no additional compensation will be allowed therefore.

17. WATER POLLUTION CONTROL

Per the Federal Clean Water Act, the Contractor is required to eliminate pollution to waters of the United States in regards to this Project. This Project will require the Contractor to implement "Best Management Practices". The Contractor shall confirm that all of the Best Management Practices (BMP's) have been adequately detailed that addresses his or her anticipated operations and meets the intent of the NPDES requirements.

The Contractor shall utilize Best Management Practices (BMP's) during the work to ensure that sediment from storm runoff and work activities does not enter storm drains. Some of the primary Water Pollution Control measures anticipated for this Project include, but are not limited to, covering all storm drain inlets in the Project vicinity with water permeable fabric and gravel bags prior to performing any adjacent work; maintaining an ample supply of gravel/sand bags on-hand in the event of rain; properly containing all debris materials; properly covering all out going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the work area and haul routes to the satisfaction of the Engineer.

The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. San Diego Regional Water Quality Control Board
2. Santa Ana Regional Water Quality Control Board

Full compensation for providing all necessary Water Pollution Control shall be considered as included in various items of work, and shall include full compensation for encroachment permit processing, furnishing all labor, tools, materials, and incidentals for implementing Best Management Practices.

18. RESPONSIBILITIES FOR WORK

Until Acceptance of the Work, the Contractor shall have the responsibility, charge and care of the Work and of the materials to be used therein (including materials for which it has received partial payment or materials which have been furnished by the City) and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the material occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work or materials from damage, the Contractor shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of his responsibility for the work and materials as herein specified. If ordered by the City Engineer, the Contractor shall at his expense properly store materials which have been partially paid for by the City or which have been furnished by the City. Such storage by the Contractor shall be on behalf of the City, the City shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site of the work when requested. The Contractor shall not dispose of any of the materials so stored, except on written authorization from the City.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act as though instructed to do so by the City.

19. CLEARING AND GRUBBING

Clearing and grubbing shall be deemed to include the following.

1. Maintain dust control at all times; including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work and water used for irrigation purposes.
2. Protection of utilities, trees, fences, walls, and other facilities within the work area, except those specifically directed by the Engineer to be removed or relocated.
3. Delay in work necessary to accommodate utility relocations by others.
4. Other items of work as directed in these specifications.

Prior to start of work, the Contractor shall document existing conditions adjoining Project limits to establish pre-work conditions that might be misconstrued as damage caused by site clearing. Contractor shall use sufficiently detailed photographs and videotape to document existing conditions of any damage. Contractor shall provide photographs and videotape to the Engineer upon request. Payment for this work shall be included in all other items of work and no additional compensation will be allowed.

Should the Contractor need to utilize waste containers, Contractor shall only utilize waste containers from CR&R, (P. O. Box 1100, San Juan Capistrano, CA 92693-1100, 949/728-0446 Ext. 1232) for all recyclables and waste debris.

Contractor shall record the quantity (tons) of recyclable or green waste materials diverted from landfills and report this data to the City at the end of each weed abatement year

Compensation for Clearing and Grubbing shall be included in the lump sum price bid for Mobilization and no additional compensation will be allowed therefore.

20. SCHEDULE AND PROGRESS OF WORK

The Contractor shall provide the City with a Schedule of Work for approval prior to May 15th of each calendar year. Designation of lots or parcels to be cleaned and degree and type or work to be accomplished shall be under the direction of the City of Laguna Hills. Inspection and acceptance of the work by the City is required prior to certification of payment. The City Representative and Contractor shall complete and sign a Weed Abatement Daily Report for each completed item. Payment will be made according to these specifications and only for the actual work done and actual areas worked upon any property as determined by measurements made by the City Representative. All daily reports and work orders must be signed by the City Representative and the Contractor.

Payment will not be made to the Contractor for work accomplished that was not authorized by the City. Parcels that are clean, or show signs of substantial attempt to clean, or placed under cultivation, or are built upon before the Contractor's arrival to commence work, shall not be cleaned by the Contractor and no payment shall be made to the Contractor for any work done thereon, including any cost of moving Contractor's equipment to or from the location of any such parcel. Contractor shall note any such condition on the work order.

21. INTERPRETATION OF SPECIFICATIONS

Should it appear that any matter relative to these specifications has not been sufficiently detailed or explained, the Contractor shall contact the City Representative in charge of the

program for clarification. In the event that satisfaction has not been reached, the contractor may appeal to the City of Laguna Hills through contact with the Engineer.

22. QUANTITIES OF WORK

The quantities shown on the Proposal Bid Sheets are based on the typical quantities that were cleared from City open space areas during past years. Due to the variable amount of rain each year, the City may determine that some of these properties may not need clearing and some may require work in addition to the quantities estimated on the Proposal Bid Sheets. Quantities to be cleared on privately owned, non-compliant parcels shall be determined in the field by the City Representative. Typically, less than five (5) privately owned parcels are cleared by the City Contractor each year. The City reserves the right to increase, decrease, or completely eliminate any bid item or items in the proposal without any adjustment in the unit price bid. The Contractor will not be allowed to take advantage of any error or omission in these specifications and plans. Full instruction will always be given by the City of Laguna Hills when such error or omission is discovered.

23. ELIMINATE STANDING WEEDS

Work shall be performed in such a manner as to completely eliminate all standing weeds within 100 feet of any structure and as directed by the City Representative. Note: Artichoke Thistle is a weed and shall be abated.

24. FIRE PREVENTION TOOLS AND EQUIPMENT

All tractors and hand crews are to be equipped with an approved spark arrestor when not equipped with turbo charger and also an approved 2-1/2 gallon pressurized water type fire extinguisher and a shovel. All personnel shall be trained in the proper use of this equipment.

25. GOOD REPAIR AND INSPECTION

All tractors and equipment must be in good mechanical condition and are subject to inspection and approval by the City before acceptance. All equipment shall be maintained by the Contractor on his own time and at his own expense. Contractor shall be required to maintain a regular maintenance schedule which shall be available for City Inspection.

26. QUALIFIED OPERATORS

All tractors and equipment will be operated by a qualified, cooperative Contractor experienced in weed abatement work of the type required by the contract. Operators must speak, read and understand the English language.

27. REPLACEMENT PARTS AND SMALL TOOLS

Spare replacement parts that commonly fail or are lost will be stocked by the equipment operator. Tractor operator shall be equipped with a minimum of small tools for making minor repairs in the field.

28. DOZER BLADES

Unless otherwise specified by the City, tractors shall not be equipped with a dozer blade while doing weed abatement cleaning.

29. TRANSPORT TRUCK

The truck (transport) for hauling the tractor mower shall be of suitable size and horsepower to easily maneuver and negotiate all terrain traveled to reach the job sites. Transports will have a tilt type trailer for easy loading and unloading. All equipment must meet California Motor Vehicle and Cal-Osha regulations and all other applicable codes required for use on

highways in the State of California. Trucks will be in good mechanical condition and will be operated and maintained at the expense of the Contractor and at a time before or after working hours.

30. SUSPENDED OPERATIONS

Operations may be suspended at any time by the City Representative if any of the conditions listed in this section are found not to exist due to the Contractor's negligence. No additional compensations shall be allowed during this time.

31. MOWING

Mowing shall be the primary method of weed abatement in Laguna Hills. Mowing of vegetative ground cover may be accomplished provided that an approved, heavy duty mower, mounted to the rear of a rubber tired or track mounted tractor is used, and that the vegetation is cut to distance of no higher than two to three (2" to 3") inches from the soil surface and as close to adjoining improvements as possible, but in no event further than eighteen (18") from adjoining improvements. Parkway cleaning shall be a part of mowing operation. The charge for tractor mowing shall not be separate, but shall be included in the unit price for cleaning the parcel except as provided in these specifications. The cost of hand work required to meet these specifications on parcels designated for mowing is deemed included in the mowing cost and no additional compensation is allowed.

32. OPERATION AND MAINTENANCE

Tractor mowers will be operated by a qualified, cooperative, experienced operator. They will be operated and maintained in good condition by the Contractor at his expense and on his own time. Operator shall perform their operations with a minimum amount of supervision by the City Representative.

33. SAFETY SHIELDS

All tractor mowers are to be equipped with safety shields to prevent or reduce the throwing of rocks or other material that could result in injury or damage to private property.

34. AUTHORIZATION REQUIRED

All mowing operations shall be authorized by the City Representative and shall meet the specifications of the City before approval of work is made. Final approval for work shall be in writing by the City Representative.

35. PARKWAYS

When, in the opinion of the City Representative, it is determined that sufficient vegetative growth exists on a parkway strip that when dry will transmit fire to be termed, in his opinion, a fire hazard or fire nuisance, the same vegetative cover will be abated. The Contractor is responsible for the completion of mowing parkways. This operation should be done in conjunction with the tractor mowing operations. Final approval shall be in writing by the City Representative.

36. ACCEPTED METHOD OF CLEANING

The accepted method for cleaning parkways is to use a weed eater machine or a heavy-duty tractor mower. The Contractor is to understand that he is not limited to mowing and that when the exception arises, another specified method of cleaning might be employed, but only under the direction of the City.

37. CLEAN UP OF STREETS AND SIDEWALKS

All streets and sidewalks are to be left in a clean condition following the cleaning of parkways on the same day as the weed abatement work. Necessary tools for cleaning streets and sidewalks will be provided by the contractor and are to be available on the job site. The charge for this operation shall not be separate, but will be included in the unit price for cleaning the parcel.

38. HAND CLEANING AND HAULING

Whenever it is impractical by reason of topography, location of trees, shrubbery, building, fences or type of vegetative cover to use a tractor mower and when authorized by the City, the vegetation shall be removed or thinned by hand labor using hand labor type tools. The degree of hand labor to be accomplished on any parcel will be specified by the City Representative.

39. DISPOSAL OF CUTTINGS

The material cut down by hand labor shall be disposed of by hauling the material to a green waste recycling center as determined by the City Representative. The Contractor will be responsible for all dump/disposal fees. The loading of material removed from lot to be accomplished as cleaning is completed. No materials to be left on the lot for later pickup, as this would not remove the fire hazard. Contractor shall document the tonnage of green waste diverted from the landfill as a part of his submission of the pay request.

40. REQUIRED TOOLS AND EQUIPMENT

The Contractor shall furnish all hand tools, power equipment and safety equipment necessary to accomplish the specified work. Spare replacement parts that commonly fail or are lost will be stocked by the hand crew supervisor. All supervisors will have portable water readily available at all times for each crew. A portable toilet shall be provided at all times and moved from job site to job site on a daily basis.

41. REQUIRED HAULING EQUIPMENT

Suitable 1-ton payload dump trucks with high sides for hauling are to be provided throughout the handwork operation and are to be operated and maintained at the expense of the Contractor. All trimmings and rubbish from any weed abatement operation shall be hauled to an approved green waste recycling center or dump site at the Contractor's expense.

42. MANPOWER, HEALTH AND CLOTHING

All manpower will be furnished by the Contractor. Each worker will be in good health and free from contagious diseases and be attired with appropriate clothing and footwear. Gloves, safety glasses, and other safety equipment that is necessary for this type of work will be furnished by the Contractor and worn at all times. The contractor shall provide safe and healthful working conditions and shall at all times comply with OSHA requirements. Contractor shall provide a portable toilet at all job sites.

43. CONDUCT OF PERSONNEL

No employee shall consume alcohol or be under the influence of alcohol or drugs, and any personnel under the influence shall not be allowed to participate in the performance of this contract, nor shall any employee bring alcohol or drugs onto any work location required by this contract. The Contractor agrees to remove immediately and replace any employee whose conduct or workmanship is in any way unsatisfactory to the City Representative.

44. SUPERVISION

Supervision of hand crews will be furnished by the Contractor at his own expense. All supervisors must be experienced in the type of work required by this contract and must be able to communicate (speak, read and write) with the City Representative in the English language.

45. TRUCK INCLUDED IN UNIT PRICES

The cost for hauling materials to the nearest green waste recycling center or dumpsite, including the truck, the operator (and helper if provided) of the truck, and all dump/disposal fees, is deemed included in the unit price bid for hand work and/or tractor mowing work and no additional compensation shall be allowed therefore.

46. HAULING OF TRIMMINGS AND RUBBISH

Hauling of rubbish and/or hauling of trimmings due to weed abatement of any type is considered one and of the same type of operation and therefore billing will be considered the same.

47. EMPLOYEE ACCOUNTABILITY

It will be the responsibility of the Contractor to keep an accurate account of the names of his employees as well as the dates, locations, and the type of work they performed. This information must be submitted to the City upon request.

48. EMPLOYEE REQUIREMENTS

The Contractor warrants that all persons employed by them have satisfactory and appropriate work experience indicating their ability to accept the kind of responsibility anticipated in this type of work.

49. TYPE OF WORK AUTHORIZED

The amount of work and type of work to be performed shall be under the direction of, and only with the authorization of, the City of Laguna Hills.

50. WORK APPROVED

All cleaning must meet the specifications of the City. A daily report shall be completed and signed by the City Representative and the Contractor for each site prior to payment.

54. TRAVEL TIME INCLUDED IN UNIT PRICES

Travel time between properties and/or to and from the dumpsite shall not be charged. The cost for this work shall be included in the unit price bid for the various items of work and no additional compensation shall be allowed therefore.

51. DUMP AND DISPOSAL FEES

All unit prices bid shall include all dump/disposal fees, which are to be paid directly to the landfill site by the Contractor.

52. REPORT OF DAMAGE

The Contractor will promptly notify the City of any damage to public or private property as a result of weed abatement operations, and remedy such at the Contractor's expense in a timely manner.

53. TRANSPORTATION

All transportation of equipment and personnel to and from the job site shall be included in the unit price bid for Mobilization and no additional compensation will be allowed therefore.

54. SANITARY FACILITIES

The Contractor shall be responsible for making available the sanitary facilities necessary for all his personnel. Aforementioned sanitary facilities shall meet the standards of State and local laws.

55. PARKING AND STORING EQUIPMENT

The Contractor shall arrange for parking sites for his equipment at night and on Saturdays and Sundays or holidays. Equipment shall not be parked or stored on private property without the express written permission of the property owner. Equipment shall not be parked upon public streets.

APPENDIX I

CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES AGREEMENT

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL******CITYWIDE WEED ABATEMENT MAINTENANCE
SERVICES AGREEMENT***Contractor Name/Corporate Status*

THIS MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of May 2020, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California (hereinafter referred to as "City"), and _____, INC., a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the services of a qualified and experienced contractor capable of performing citywide full-service weed abatement maintenance services for the purpose reducing fire hazards and to remove unwanted debris in accordance with the City's established Weed Abatement Specifications on a scheduled as well as on-call, as-needed basis (the "Project").

B. In response to City's Notice Inviting Bids for Citywide Weed Abatement Maintenance Services (NIB No. _____), dated February __, 2020, Contractor has submitted to City a proposal, dated _____, 2020, to provide full-service citywide weed abatement maintenance services to City for the Project pursuant to the terms and conditions of this Agreement and in accordance with the City's established Weed Abatement Specifications.

C. Contractor represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, labor and equipment, and expertise to provide the requested citywide weed abatement maintenance services and has agreed to provide such services to City for the Project as provided herein. City does not have the personnel, specialized equipment, or technical expertise able to perform the work and services contracted for herein.

D. City now desires to retain Contractor to provide such work and services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL******AGREEMENT****1. MAINTENANCE SERVICES**

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor promises and agrees to provide, furnish, and perform citywide weed abatement maintenance services to City for the Project as set forth in Contractor's Proposal/Scope of Work, dated _____, 2020, and in accordance with the City's established Weed Abatement Specifications, which are each attached hereto as Exhibit "A" and Exhibit "B", respectively, and are incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills, equipment, labor, and abilities and that, consistent with this understanding, Contractor's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and work and with the standards recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and warrants that it is skilled in the discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the City's established Weed Abatement Specifications, and, (3) the Contractor's signed, original Proposal/Scope of Work dated _____, 2020 ("Contractor's Proposal"), including the Contractor's Schedule of Performance and Schedule of Compensation/Fees/Rates and Unit Prices, submitted to City, which shall all be referred to collectively hereinafter as the "Contract Documents." The Contractor's Proposal and the City's established Weed Abatement Specifications for the Project, which are attached hereto as Exhibit "A" and Exhibit "B", respectively, are hereby incorporated by reference and are made part of this Agreement. All provisions of this Agreement, the Contractor's Proposal, and the City's Weed Abatement Specifications for the Project, shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the terms, conditions, requirements, and provisions of the City's Weed Abatement Specifications for the Project (Exhibit "B"); and (3rd) the provisions of the Contractor's Proposal (Exhibit "A").

1.3 Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA regulations and requirements. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA regulations and requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its trade and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and Contractor shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to obtain such licenses, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Contractor represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and maintains that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

1.6 Care of Work. Contractor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in either Contractor's Proposal/Scope of Work (Exhibit "A") or in City's Weed Abatement Specifications (Exhibit "B"), or to make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Contractor, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this section shall not apply to the Work and Services specifically set forth in the Contractor's Proposal/Scope of Work or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Services identified in the Contractor's Proposal/Scope of Work exceeds any time or material amounts or estimates provided therein.

1.9 Prevailing Wages.

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

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

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

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

(B) Contractor shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.

(C) Contractor agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRUDPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the Term of this Agreement.

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

(E) Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(F) Contractor shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

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

(H) Pursuant to California Labor Code Sections 1860 and 3700, Contractor will be required to secure the payment of compensation to its employees. By signing this Agreement, Contractor hereby certifies as follows:

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

(I) Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

1.10 Water Quality Management and Compliance.

1.10.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during performance of the Services or Work. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its bid or proposal accordingly, and assumes any and all risks and liabilities associated with and arising therefrom.

1.10.2 Compliance with Water Quality Laws, Ordinances, and Regulations. Contractor shall keep itself and any subcontractors, staff, agents, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by, the performance of the Services or Work, including, without limitation, all applicable provisions of: the City’s ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Cal. Water Code § 1300 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local or state City having jurisdiction over the location where the Services or Work are to be performed, conducted, or provided, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

1.10.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances, and regulations listed in subsection 1.10.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan (“DAMP”), the City of Laguna Hills Local Implementation Plan (“LIP”), and the applicable Water Quality Management

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

Plan ("WQMP"). Such documents contain the Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Contractor hereby acknowledges and agrees to be familiar with the DAMP, the LIP, and the WQMP, and agrees to comply with the requirements specified therein.

1.10.4 Standard of Care. Contractor represents and warrants that all employees and subcontractors performing any Services or Work hereunder shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations, and policies described in Sections 1.10.2 and 1.10.3 of this Agreement. Contractor further represents and warrants that it, its employees and subcontractors will receive appropriate training regarding the requirements of the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement as they may relate to the Services.

1.10.5 Liability for Water Quality Non-Compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in subsections 1.10.2 and 1.10.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its elected and appointed officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its elected and appointed officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in subsections 1.10.2 and 1.10.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole negligence, willful misconduct or active negligence of the City, its elected and appointed officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations, and policies described in subsections 1.10.2 and 1.10.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

1.11 *Intentionally omitted.*

1.12 Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

are the subject of this Agreement. Contractor further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

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

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees/Rates and Unit Prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A"), but not exceeding the total maximum contract amount of _____ Dollars (\$ _____) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above and Section 2.4 below. Compensation shall be payable according to the fees and at the rates, charges, and unit prices set forth in Exhibit "A" attached hereto. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings deemed reasonably necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Contractor's Proposal/Scope of Work (Exhibit "A"), in any month in which Contractor wishes to receive payment, no later than the 10th working day of such month, Contractor shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the Work or Services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Optional CPI Adjustment. The fees, rates and/or unit prices set forth in Contractor's Proposal/Scope of Work (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from May 1, 2020, through June 30, 2022). Thereafter, Contractor may submit a request to adjust its fees, rates and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust fees, rates and/or unit prices shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit price

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate or unit price exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 Changes in Scope. In the event any change or changes in the Scope of Work or Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees for services. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional work or services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.5 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance set forth in Contractor's Proposal/Scope of Work (Exhibit "A").

3.2 Schedule of Performance. Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services or Work within the time period(s) established in the Schedule of Performance set forth in Contractor's Proposal (Exhibit "A"). When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on May 1, 2020 and ending on June 30, 2025. The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term ("Renewal Option") under the same terms and conditions.

3.4 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

Contractor (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental City, including the City, if Contractor, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.5 *Intentionally omitted.*

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: _____. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor 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. Contractor shall not contract with any other entity to perform the Services required without prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents and volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's officers, employees, representatives or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under 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 Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

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

4.4.3. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with the performance of any Work or Services under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing any services hereunder. If

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

for any reason any court or governmental City determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, subcontractors, or agents, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

4.5.1 In the event that Contractor or any employee, agent, or subcontractor of Contractor providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other City, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

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

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

5.2.1 Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

5.2.2 Automobile Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

5.2.3 Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

5.4.1 The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

(A) Additional Insured: The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

(B) Additional Insured Endorsements: Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Contractor, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(C) Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

5.4.2 For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Contractor acknowledges and agrees that actual or alleged failure on the part of the City to inform Contractor of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants. Contractor shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional named insureds under the Contractor's insurance policies; or (2) Contractor shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

5.12.1 Contractor shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.12.2 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.12.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

5.12.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.12.5 Contractor agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

5.12.6 Contractor agrees to provide immediate written notice to City of any claim, demand or loss against Contractor arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its elected and appointed officials, officers, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Contractor's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims arise out of, pertain to, or are related to the City's sole negligence, active negligence, or willful misconduct.

7. REPORTS AND RECORDS

7.1 Accounting Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all of its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

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

8.2 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.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Contractor thirty (30) days written notice. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination.

8.4 Default of Contractor.

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

8.4.1. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

8.4.2. If the City Manager, or the City Manager's designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

8.4.3. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.5 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.

8.6 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.

8.7 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorneys' 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 attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Contractor represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Notices. All notices or other communications 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

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

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. Notices or other communications shall be addressed as follows:

To City: City of Laguna Hills
 Attention: City Manager
 24035 El Toro Road
 Laguna Hills, California 92653
 Telephone: (949) 707-2600
 Facsimile: (949) 707-2633

To Contractor :
 Attention:
 Telephone: (
 Cell: (
 E-mail:

10.2 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. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 Third Party Beneficiary. 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.

10.6 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

10.7. 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.

10.8 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT********SUBJECT TO REVISION ON FINAL****

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

"CITY"
CITY OF LAGUNA HILLS,
 a California municipal corporation

 DONALD J. WHITE,
 City Manager

ATTEST:

 MELISSA AU-YEUNG,
 City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

"CONTRACTOR"

By: _____
 ,
 President

By: _____
 ,
 Secretary

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT****

****SUBJECT TO REVISION ON FINAL****

EXHIBIT "A"

CONTRACTOR'S PROPOSAL/ SCOPE OF WORK

DATED: _____, 2020

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

COVER LETTER,

STATEMENT OF QUALIFICATIONS,

SCHEDULE OF PERFORMANCE,

AND

SCHEDULE OF COMPENSATION/ FEES/ RATES/ UNIT PRICES

****SAMPLE DRAFT MAINTENANCE SERVICES AGREEMENT****

****SUBJECT TO REVISION ON FINAL****

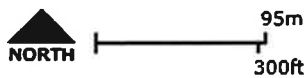
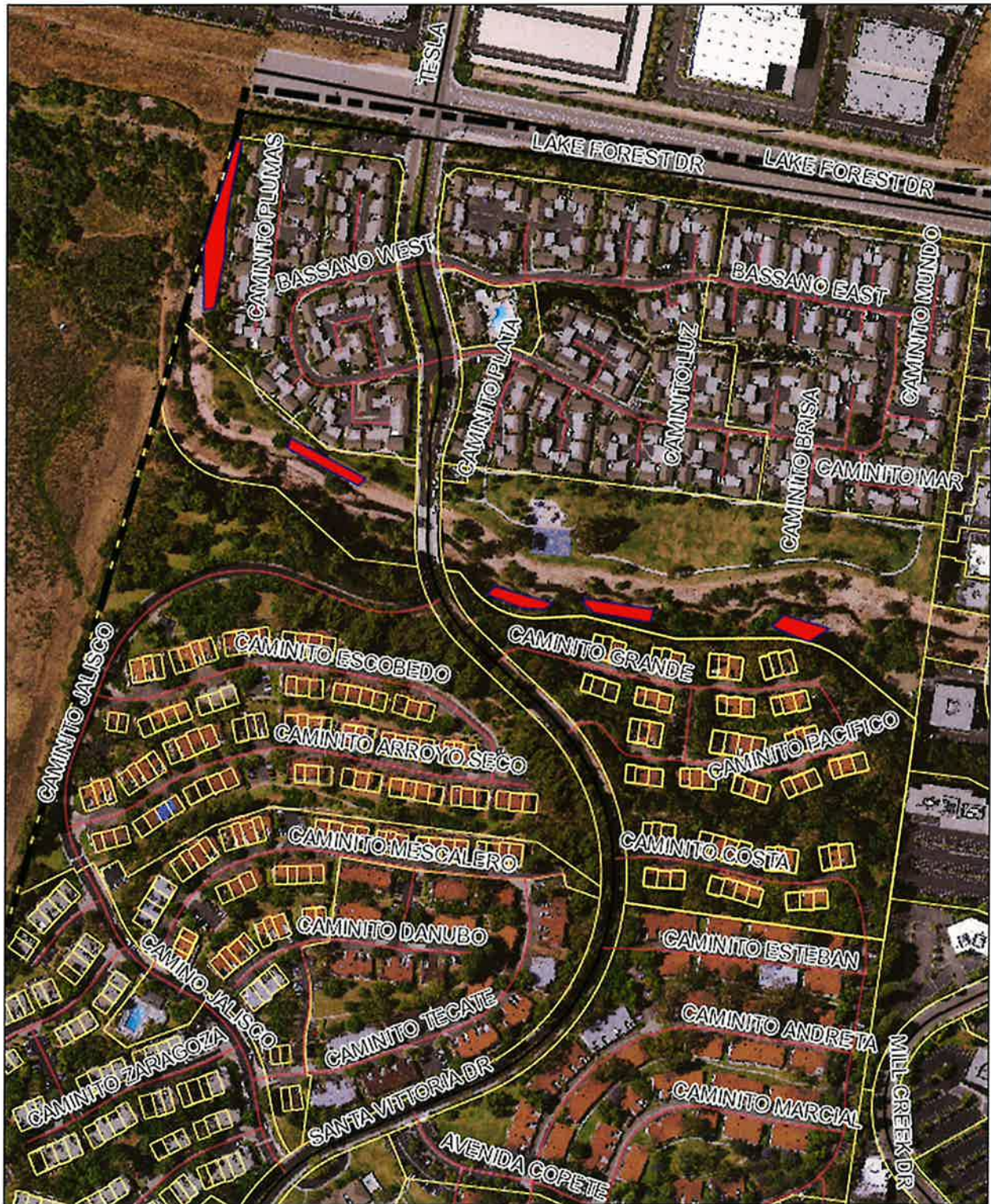
EXHIBIT "B"

CITY OF LAGUNA HILLS

**CITYWIDE WEED ABATEMENT MAINTENANCE SERVICES
NOTICE INVITING BIDS AND SPECIFICATIONS**

DATED: FEBRUARY 25, 2020

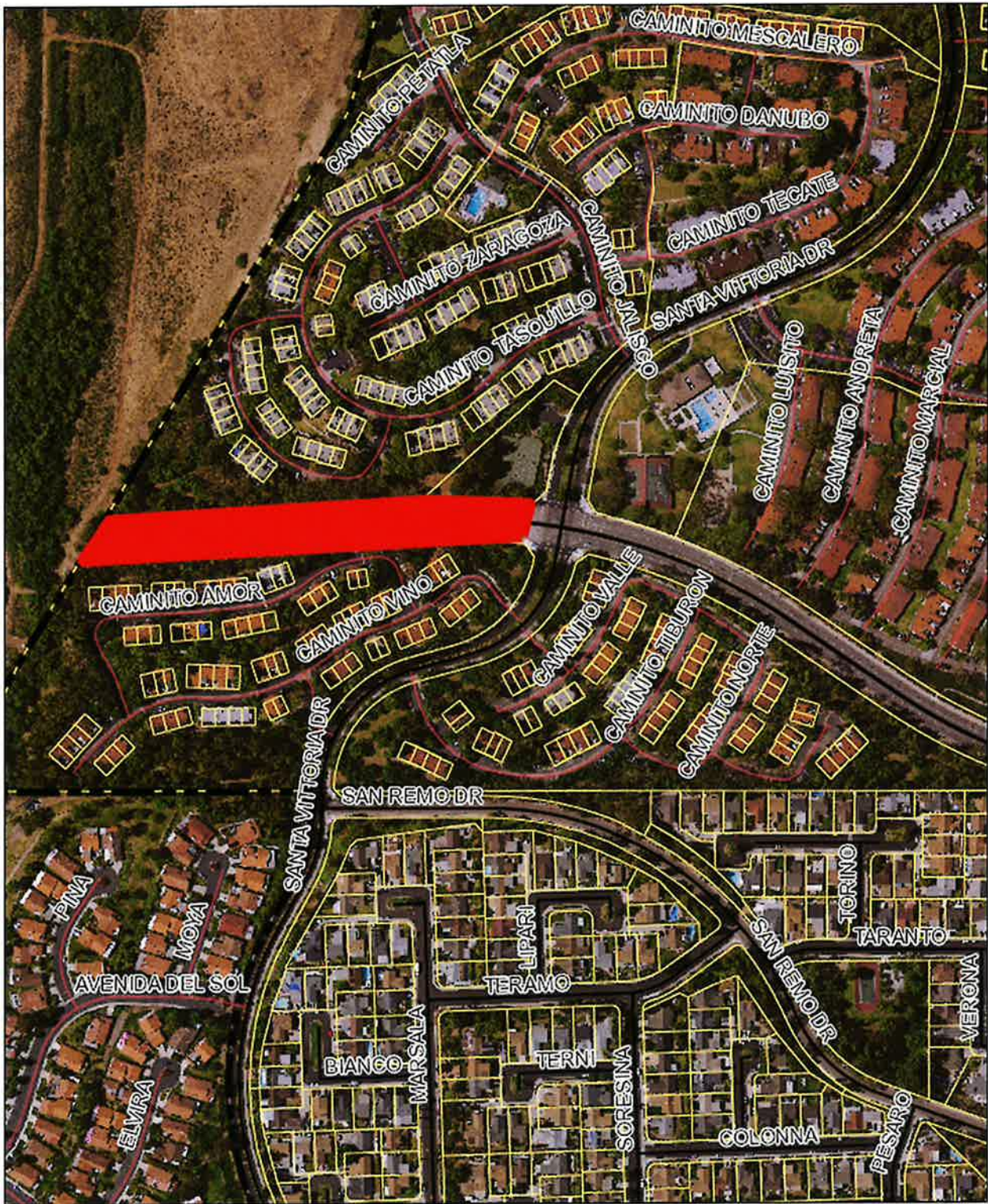
APPENDIX II
BASE BID AREAS MAPS



Date: 02/26/15

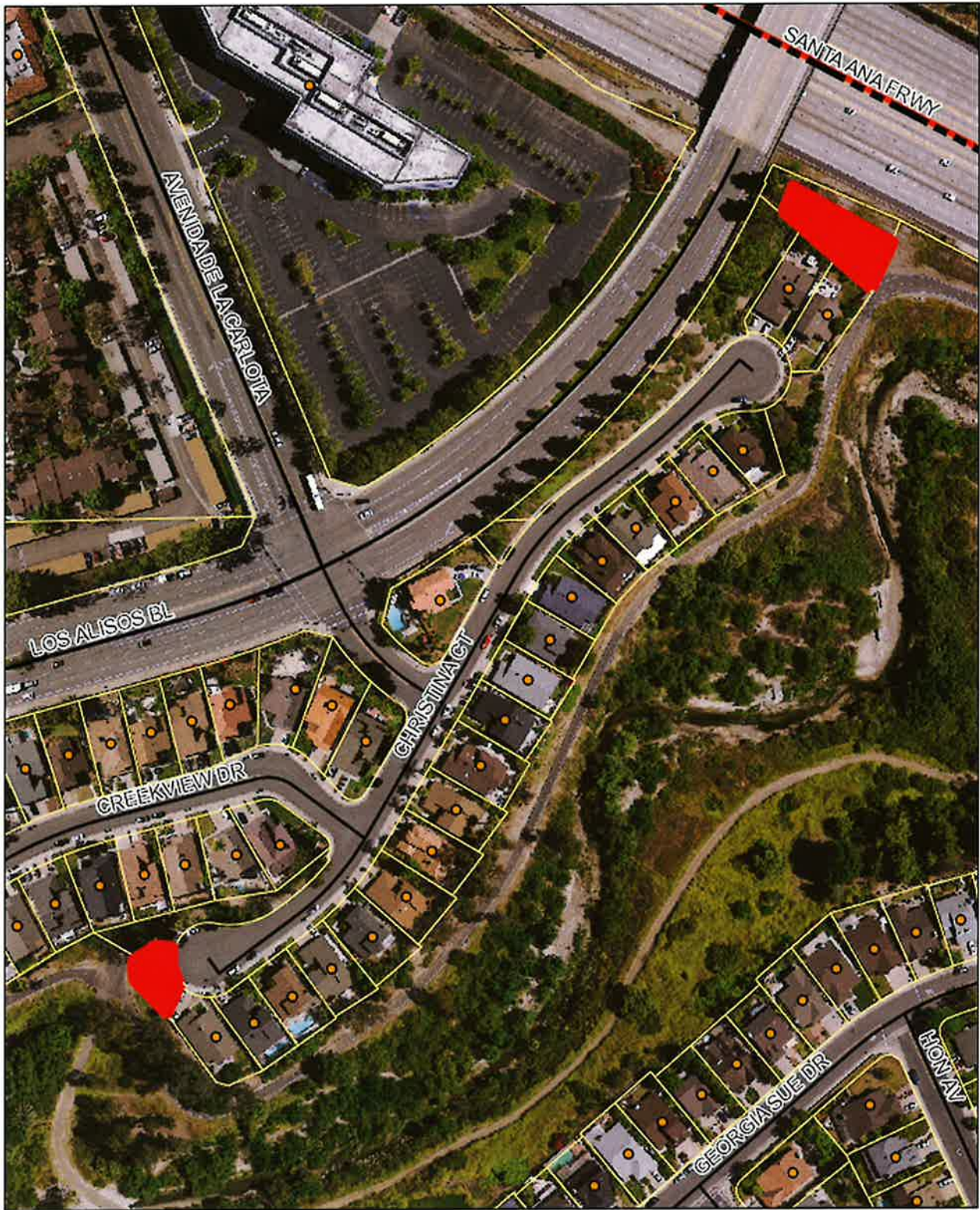
ITEM 1





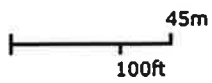
ITEM 2







 NORTH

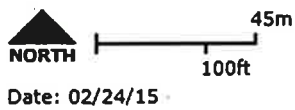


 100ft 45m

 Date: 02/24/15

ITEM 3





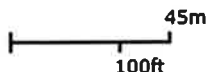
ITEM 4







 NORTH

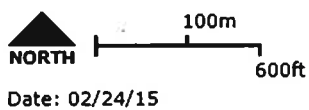


 100ft 45m

 Date: 02/24/15

ITEM 5



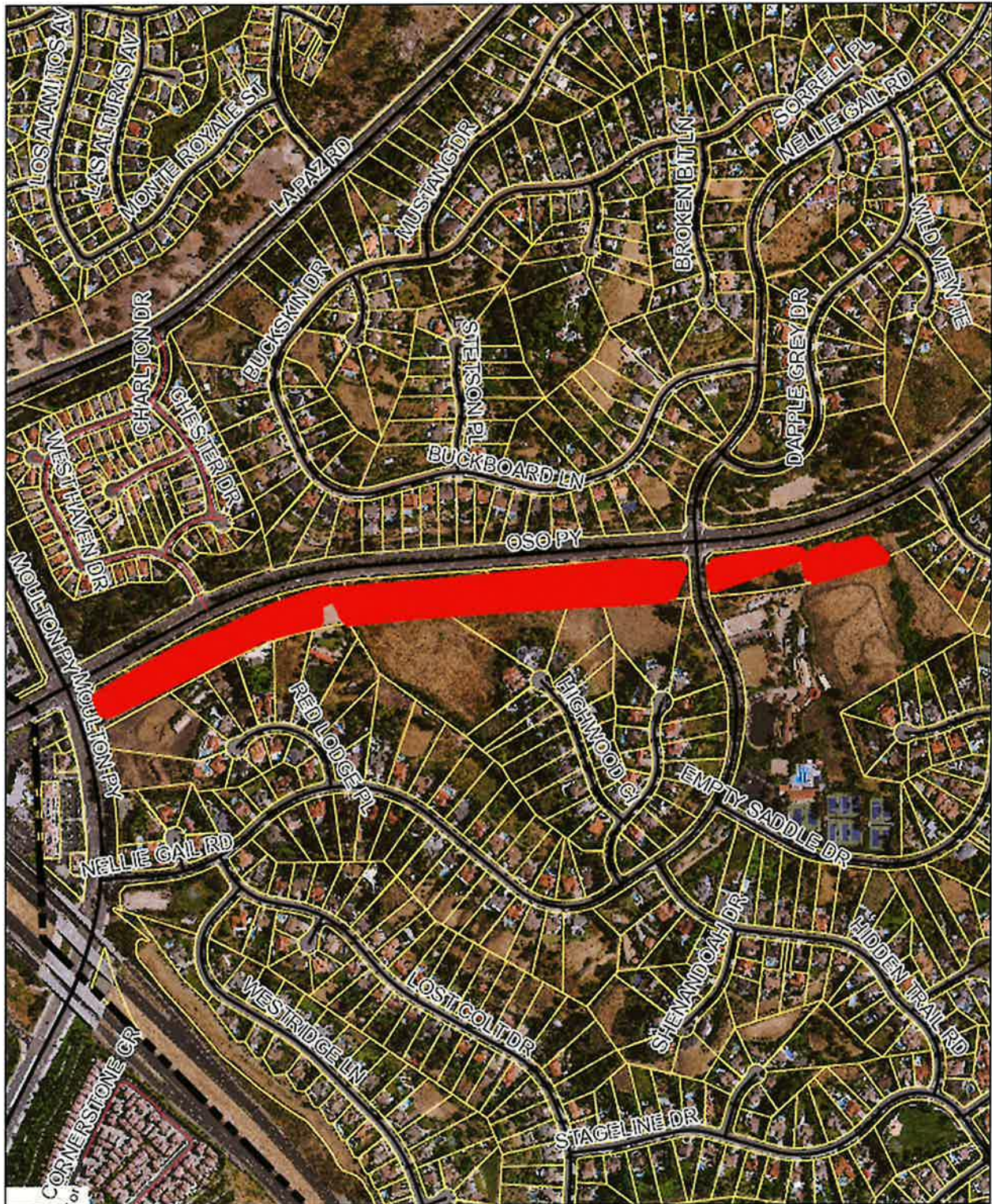




 NORTH
100m
600ft
Date: 02/24/15

ITEM 7

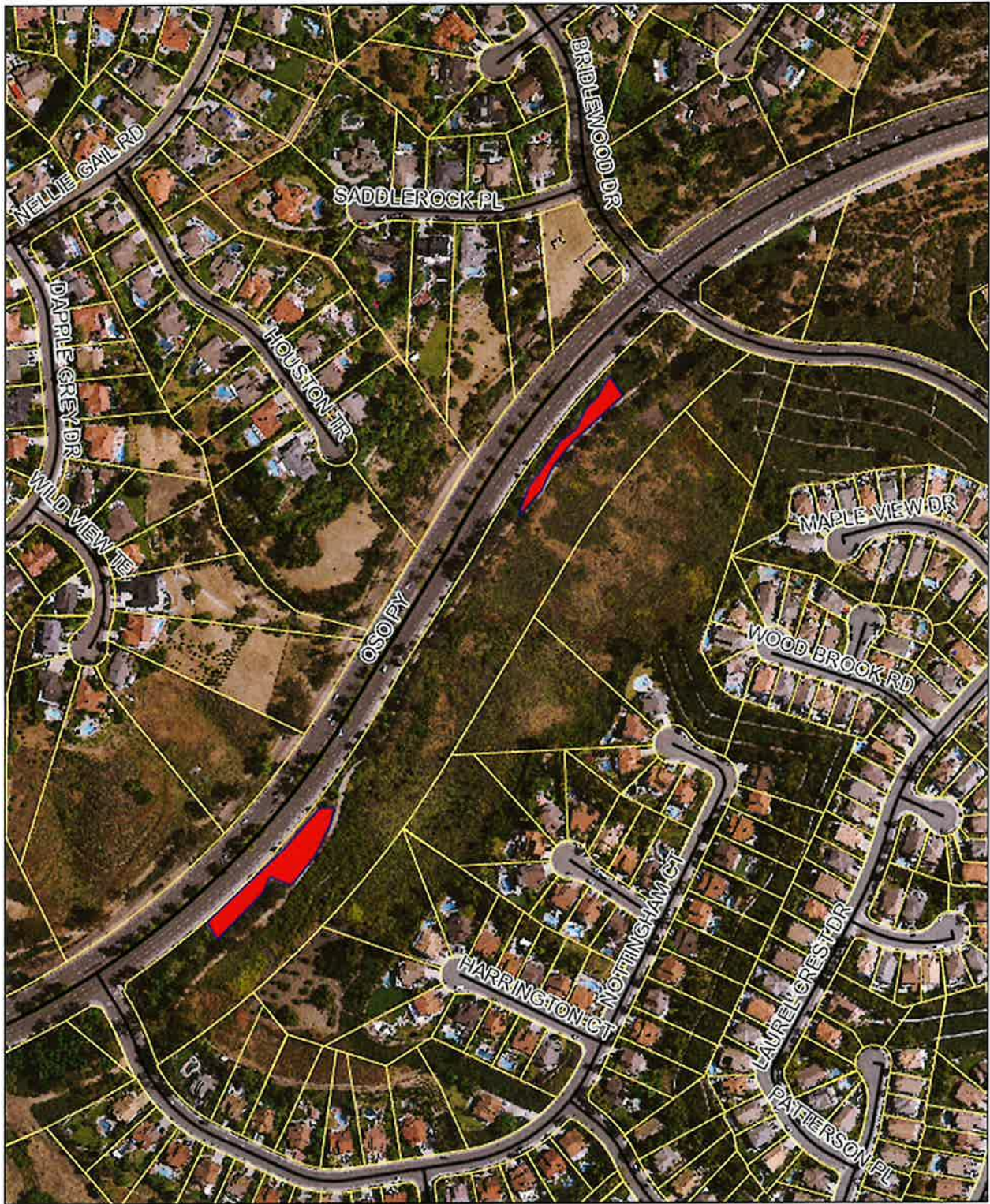




 NORTH
100m
600ft
Date: 02/24/15

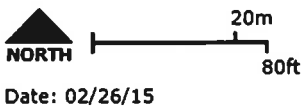
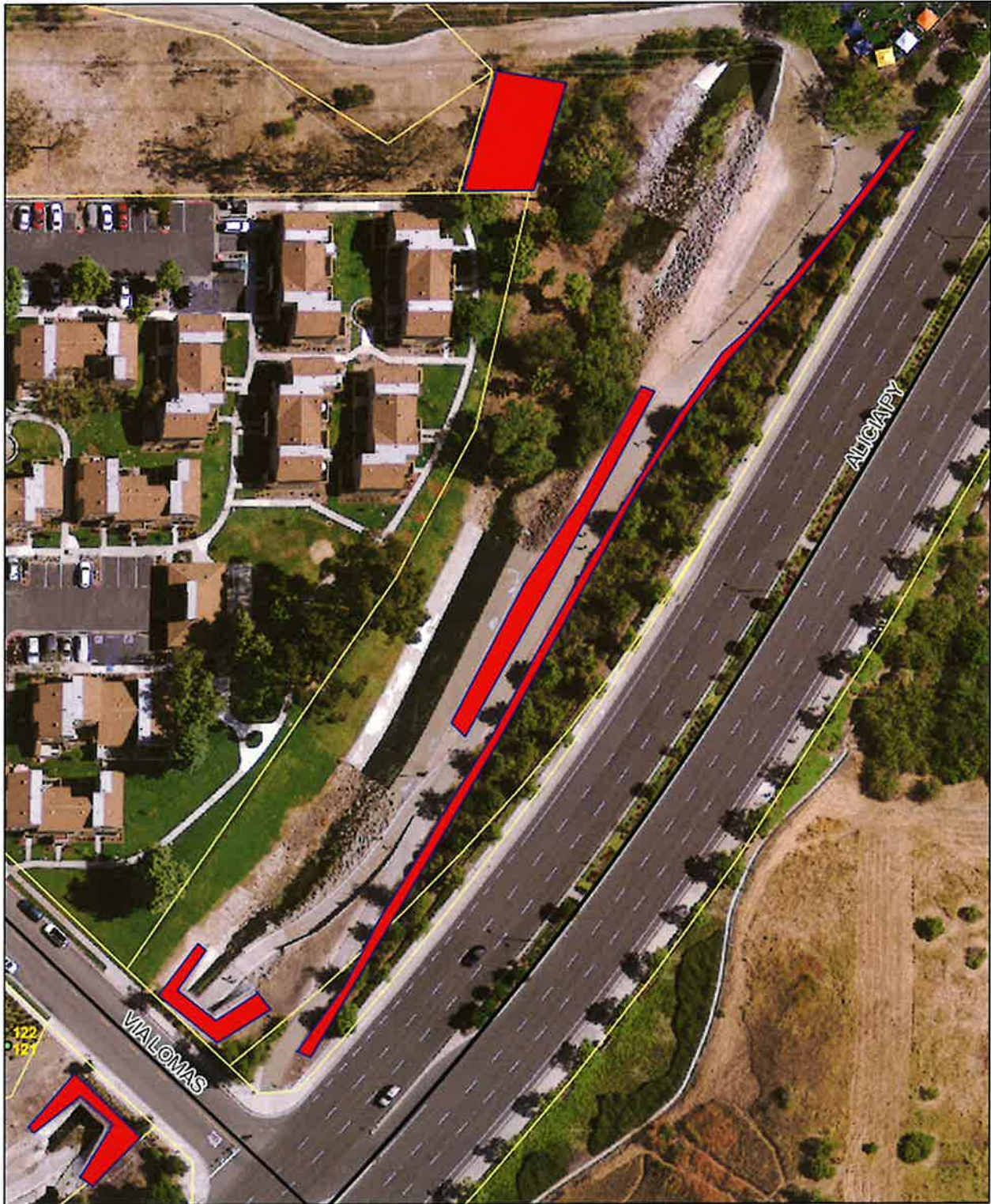
ITEM 8





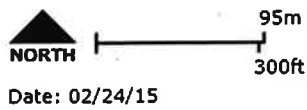
ITEM 9





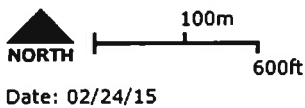
ITEM 10

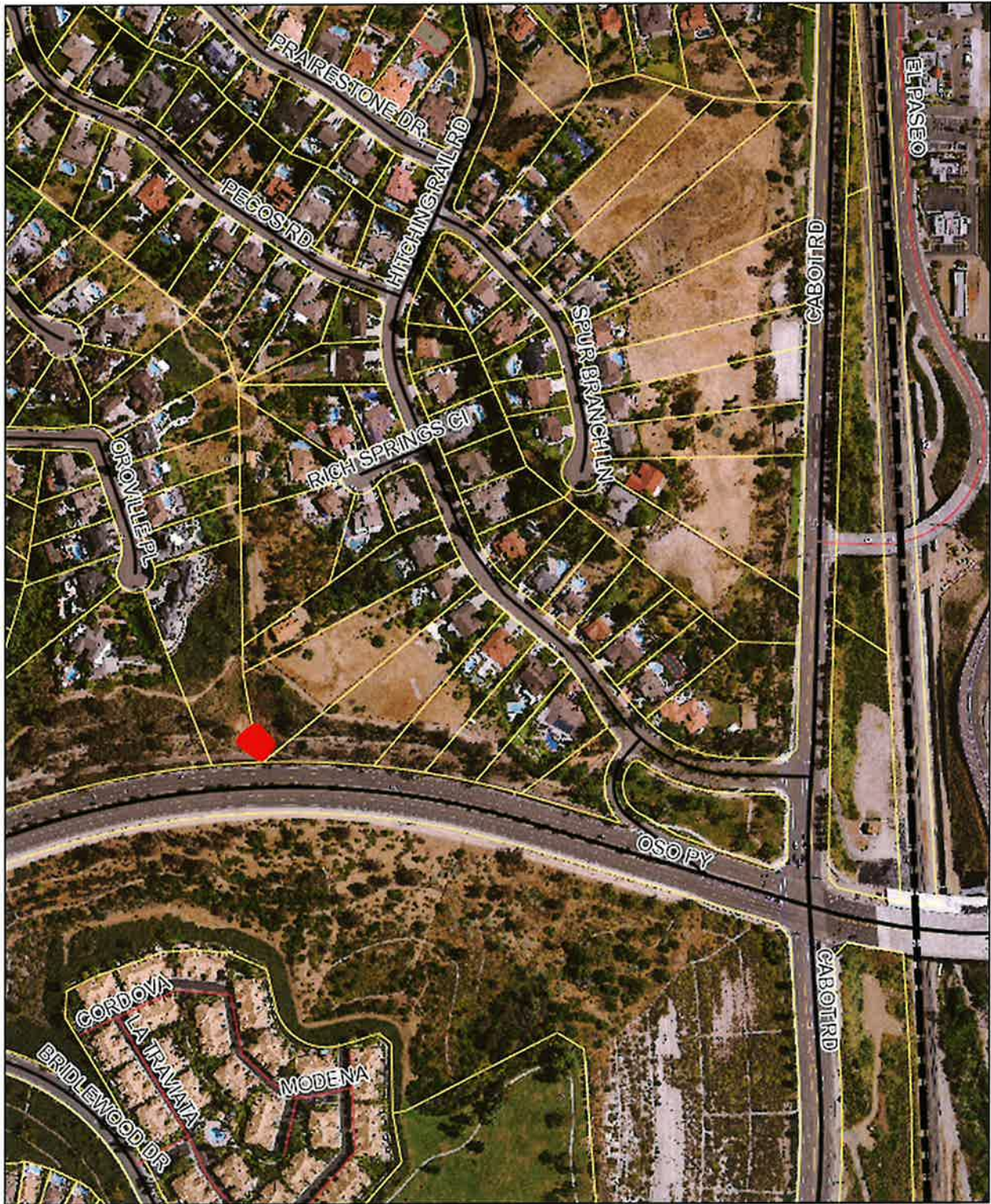




ITEM 11



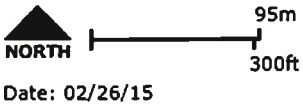




Date: 02/24/15

ITEM 13





ITEM 14



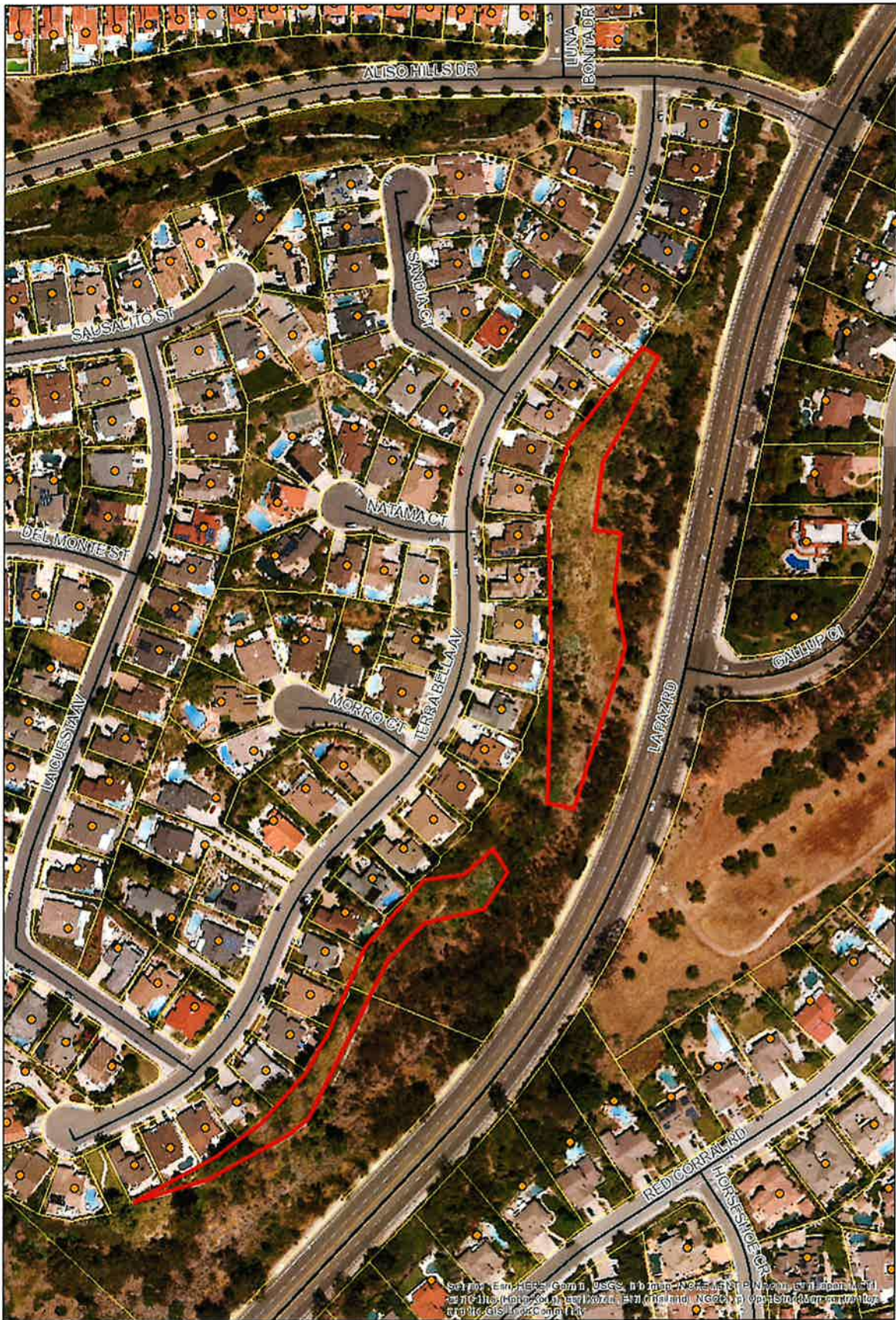


Date: 02/26/15

ITEM 15



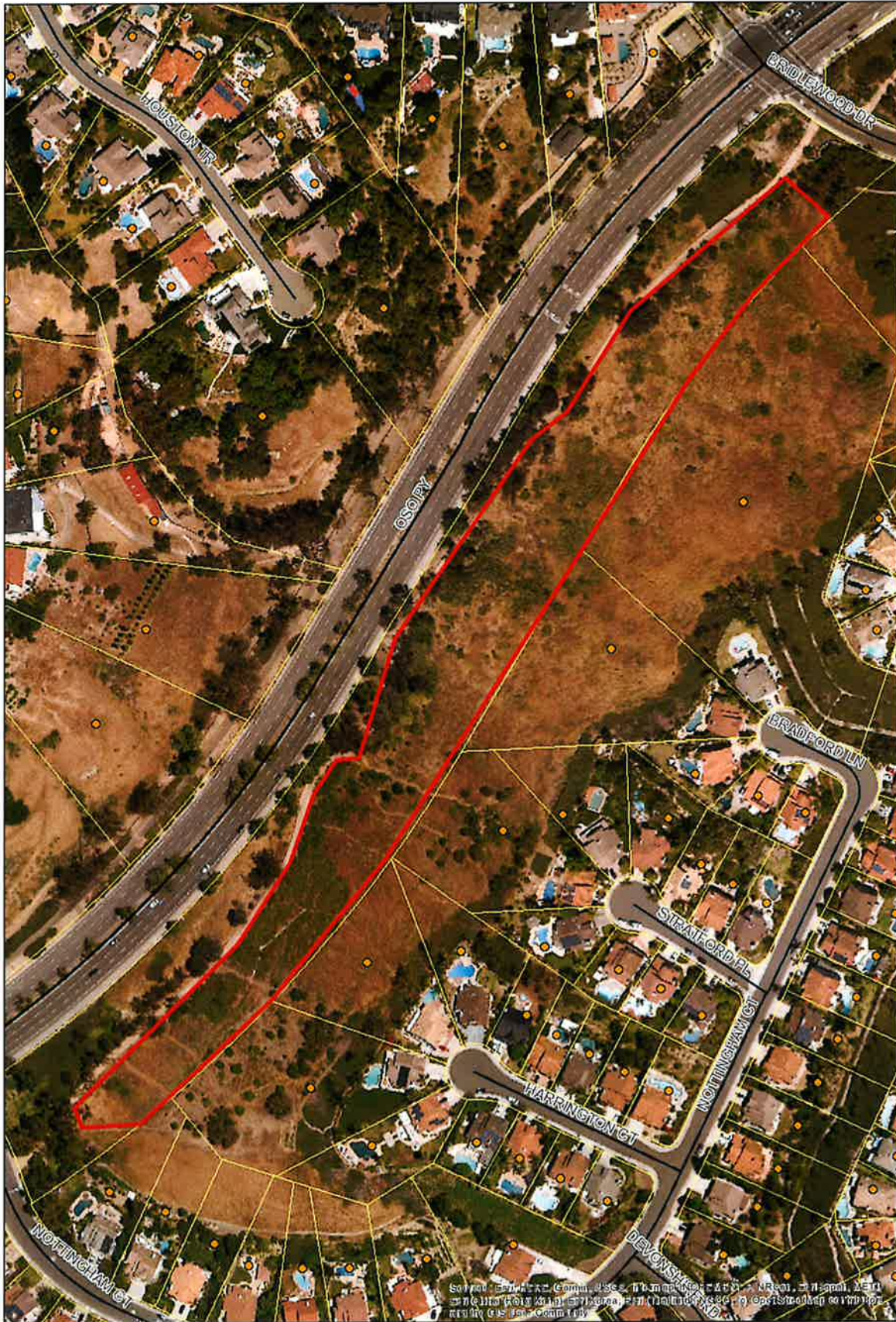
APPENDIX III
ADDITIONAL WORK AREAS MAPS



NORTH SIDE OF LA PAZ WEST OF ALISO HILLS

0 0.0125 0.025 0.05 mi

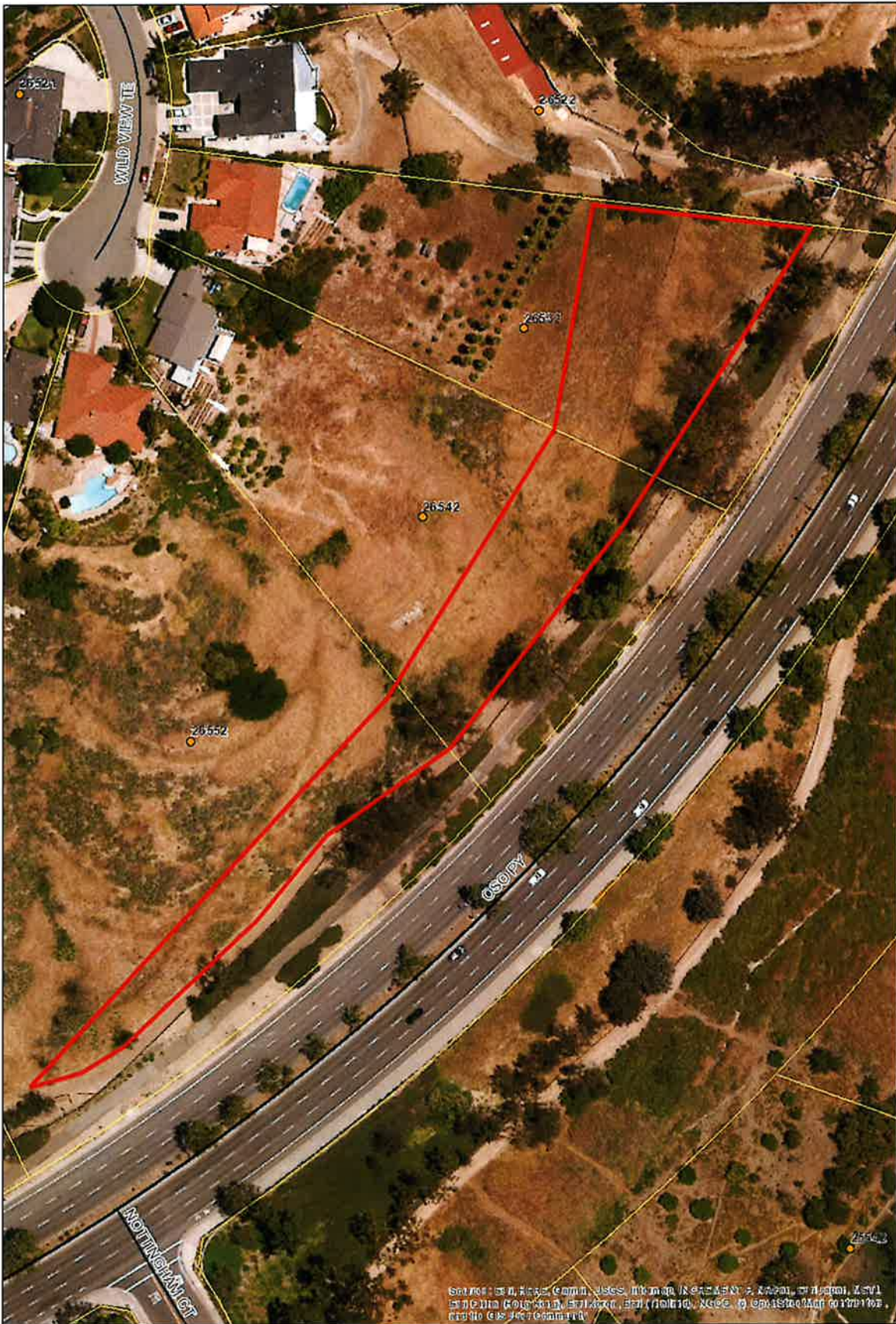




**SOUTH SIDE OF OSO PKWY BETWEEN
BRIDLEWOOD & NOTTINGHAM CT**

0 0.01250.025 0.05 mi

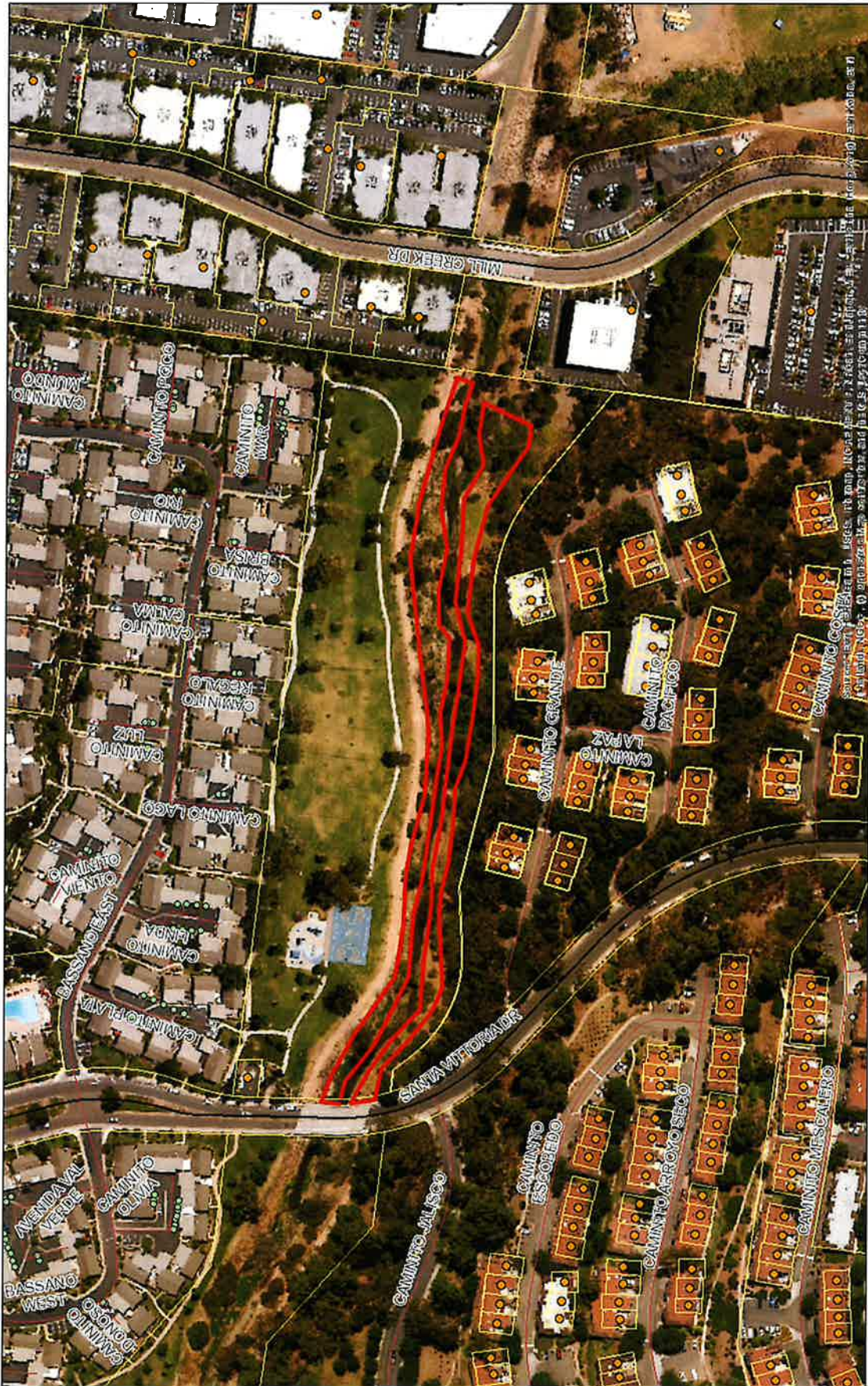




0 0.0050.01 0.02 mi

**NORTH SIDE OF OSO PKWY BETWEEN
BRIDLEWOOD DR & NOTINGHAM CT**





Santa Vittoria Channel





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 21, 2020
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services
ISSUE: El Toro Road Bus Stop Improvements - Schedule of Construction

RECOMMENDATION: That the City Council acknowledge the proposed revised construction schedule for the El Toro Road Bus Stop Improvements, OCTA Project Number 19-LHLL-STS-3931.

SUMMARY:

The Orange County Transportation Authority (OCTA) has granted the City \$35,000 for improvements to be made at the El Toro Road Bus Stop as a part of the Measure M2 Project W, Safe Transit Stop Improvement Program. The project is under design and is anticipated to be ready for City Council approval to advertise the project for bids before the end of this fiscal year. However, in order to avoid any conflicts with the Measure M2 deadlines for an award of construction contract, Staff has requested a 12-month delay in the project and the City Council is requested to acknowledge this revised construction schedule and to meet the requirements of the Measure M2 Implementation Guidelines.

BACKGROUND:

In summer 2019, OCTA granted the City the amount of \$35,000 as a part of Project W, the Safe Transit Stop Improvement Program, to make site upgrades to the El Toro Road easterly bound bus stop, located on the southerly side of El Toro Road easterly of Paseo de Valencia. This bus stop was identified for improvements as it is one of the top 100 busiest ridership locations in the OCTA bus system.

El Toro Road Bus Stop Improvements

April 21, 2020

Page 2

The planned site improvements to the bus stop include accessibility improvements to provide a disabled person refuge location under the shelter canopy, replacement of benches with individual seats allowing more persons to access the shelter, replacement of the refuse containers, bicycle rack and of the roof to include solar panels for reduced cost lighting.

The grant of funds requires an award of a construction contract by June 30, 2020. While the City was notified of the award of the grant in summer 2019, the grant approval paperwork was not received until the end of the calendar year. Staff has initiated the design of this project but is concerned the June deadline for construction will not be met putting the funding at risk. Accordingly, per the Measure M2 Implementation Guidelines, Staff has requested, per the attached letter, a 12-month delay in the start of this project. The OCTA Guidelines require City Council acknowledgement of this delay request.

FISCAL IMPACT:

OCTA has granted the City the amount of \$35,000 (the maximum funding available) toward site improvements of the El Toro Road Bus Stop. All costs above this grant amount are the City's obligation. Upon completion of the design, a total project cost estimate will be provided.

ATTACHMENTS:

- Delay Request Letter 9MAR20



CITY OF LAGUNA HILLS

March 9, 2020

Cynthia Morales
Business Unit Analyst, Associate
Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

SUBJECT: MARCH SEMI-ANNUAL REVIEW – REQUEST FOR 12-MONTH TIME
EXTENSION, PROJECT W, 19-LHLL-STS-3931, EL TORO BUS STOP

Dear Ms. Morales,

This letter is to confirm the request by the City of Laguna Hills for a 12-month delay in the award of construction contract for the subject project. The project is currently under design and is likely to be out to bid before the end of this fiscal year. However, since it is a possibility the award of a construction contract will occur after July 1, 2020, this request has been made. The City Council will confirm this request at the April 14, 2020, City Council meeting.

Sincerely,

Kenneth H. Rosenfield, P.E.
Assistant City Manager/Public Services Director

Attachment: Delay Request Letter 9MAR20 (2084 : El Toro Road Bus Stop Improvements)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 21, 2020
TO: Mayor and Council Members
FROM: David Chantarangsu
 Community Development Director
ISSUE: 2019 General Plan Annual Progress Report

RECOMMENDATION: That the City Council: 1) Receive and file the report; and 2) Direct staff to forward the 2019 General Plan Annual Progress Report and Housing Element Annual Progress Report-Housing Implementation to the State of California Department of Housing and Community Development (HCD).

SUMMARY:

State law requires each city to submit an annual progress report to the state describing steps it took to implement its General Plan during the previous calendar year. In addition to documenting the City's progress for the state, the annual report provides the City Council with a snapshot of how the City implemented the General Plan and also assists the state in understanding how each jurisdiction is progressing toward meeting its assigned regional housing needs.

Attached is the City's 2019 General Plan Annual Progress Report (APR), which provides the status of the City's General Plan implementation efforts and the purpose of each General Plan Element (i.e. Land Use, Mobility, Conservation and Open Space, Community Services and Facilities, Safety, Noise, and Housing). The activities described in the APR depict the major accomplishments during 2019, and do not reflect every aspect of an adopted goal or policy which may be more routine in nature, such as the accomplishment of daily staff activities that may incrementally contribute to the accomplishment of a goal or policy.

2019 General Plan Annual Progress Report

April 21, 2020

Page 2

BACKGROUND:

The City's General Plan was updated in 2009 and includes an Updated Housing Element, for the planning period covering 2013-2021.

Government Code Section 65400 requires that all cities and counties submit to their legislative bodies an annual report on the status of the General Plan and progress of its implementation. Senate Bill No. 375 requires that the annual report include a section describing the actions taken by the local government to complete the programs and meet the deadlines specified in the Housing Element. SB 375 builds on the existing framework of regional planning to tie together the regional allocation of housing needs and regional transportation planning in an effort to reduce greenhouse gas (GHG) emissions.

Previously, there were no consequences if a local government failed to prepare an Annual Report. However, with the enactment of SB 375, failure to comply with the reporting requirements can now lead to court injunctions and sanctions. The APR must be forwarded to the HCD and the Governor's Office of Planning and Research within 60 days of April 1st of each year. Further, the enactment of SB 35 by the state in 2017 could lead to negative consequences for the City if an APR is not filed. Generally, failure by the City to file an APR could require the City to approve any housing development if it meets state-mandated affordable housing requirements.

The State of California has created a standardized format that each city is expected to use in preparing an annual report on the status of the Housing Element and the City's progress in implementing its goals and programs. These forms are included in the City's APR. Following the City Council's review of the 2019 APR, staff will forward the APR to the State of California as required.

CEQA FINDINGS:

A General Plan Annual Report is not considered a "project" subject to the California Environmental Quality Act (CEQA).

ATTACHMENTS:

- Attachment 1 - 2019 General Plan Annual Progress Report
- Attachment 2 - HCD Form



General Plan Annual Progress Report 2019

City of Laguna Hills | Community Development Department

April 21, 2020

24035 El Toro Road, Laguna Hills, 92653

949-707-2600

www.lagunahillscs.gov



TABLE OF CONTENTS

OVERVIEW _____	3
General Plan Background _____	3
DEVELOPMENT ACTIVITY _____	5
Planning Activity _____	5
Building Permit Activity _____	7
Code Compliance Activity _____	7
GENERAL PLAN ELEMENTS _____	8
General Plan Implementation Status _____	8
Land Use _____	8
Mobility _____	10
Housing _____	11
Conservation and Open Space _____	12
Noise _____	13
Safety _____	14
Community Services and Facilities _____	16
CONCLUSION _____	18

OVERVIEW

Government Code Section 65400 mandates that all cities and counties submit to their legislative bodies an annual report on the status of the General Plan and progress in its implementation; otherwise referred to as the “Annual Progress Report.” The Annual Progress Report is intended as a tool for informing local legislative bodies of the jurisdiction’s effectiveness in implementing its General Plan. A copy of the Annual Progress Report must also be sent to the Governor’s Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

The purpose and intent of this statute is to ensure that the General Plan directs all land use decisions and remains an effective guide for the long-term physical development of a community. The Annual Progress Report is a tool for doing this. The Annual Progress Report provides a correlation between land use decisions that have been made during the 12-month reporting period and the goals, policies and implementation programs of the adopted General Plan.

Providing a copy of the Annual Progress Report to OPR provides information that allows OPR to monitor local planning activities and to identify trends in land use planning and decision-making throughout the State of California. The information is necessary for OPR to serve in its capacity as the statewide planning agency. It can also provide the State with information to identify necessary modifications and improvements to its General Plan Guidelines, while serving to apprise state government of local planning activities and facilitating the legislative process as it pertains to land use and local planning issues.

Providing a copy of this report to HCD fulfills a statutory requirement to report certain housing information, including the local agency’s progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing (as defined in Government Code Sections 65584 and 65583(c)(3)).

The focus of the Annual Progress Report should be on implementation of the General Plan’s goals, policies and implementation measures. It can provide information to identify necessary “course adjustments” or modifications to the General Plan and means to improve local implementation. Since there is no specific form provided by OPR, the Annual Progress Report can vary in format and approach from jurisdiction to jurisdiction.

General Plan Background

After an extensive two year process, the City adopted a Comprehensive Update to the General Plan in July 2009. This was the first comprehensive revision of the General Plan since the City’s first general Plan was adopted in 1994. The General Plan is based on extensive research and analysis of existing conditions, changing local and regional conditions, evolving trends in urban planning and a collaborative partnership with community members through an extensive public participation process.

The Laguna Hills General Plan is organized into 10 sections. The sections include an introduction, seven General Plan elements, a general Plan Implementation Program, description of related plans and programs, and a glossary of terms used throughout the General Plan.

The following seven Laguna Hills General Plan elements encompass all of the elements required by California General Plan law: Land Use, Mobility, Conservation and Open Space, Community Services and Facilities, Safety, Noise, and Housing. The Laguna Hills General Plan combines the mandatory Open Space and Conservation Elements required by State law, and includes a separate, optional element on Community Services and Facilities.

The seven elements are generally organized in a similar format. Each element contains an Introduction, Background, and Plan section. The “Introduction” indicates the purpose of each element and how it will help Laguna Hills achieve its vision for the community as articulated through the eight Guiding Themes. The “Background” provides the reader with the existing conditions and/or the environmental setting particular to that element topic. The “Plan” section is composed of three sections: issues, goals and policies, and approach. The issues section describes issues and concerns expressed by the community, City staff, and the City Council. The goals and policies section sets both broad and specific direction for the future of the City based on the identified issues and concerns. The approach section provides a general description and summary of the City’s course of action to achieve the goals and policies.

The Laguna Hills General Plan also contains the following appendices, which are integral parts of the General Plan: 1) Implementation Program - The Implementation Program follows the elements and identifies the specific actions that will achieve the goals, policies, and plans identified in each element; 2) Related Plans and Programs - This section identifies plans and programs related to the General Plan and applicable to future activities and land use decisions within Laguna Hills; 3) Glossary - This section provides definitions for technical terms used throughout the General Plan.

DEVELOPMENT ACTIVITY

In 2019, the City reviewed numerous projects through the development review process and participated in numerous planning efforts. The following summaries provide a general overview of the projects, programs, and permits that were reviewed. These summaries are general and are not intended to be exhaustive.

Planning Activity

Noteworthy Projects

- The Village at Laguna Hills (formerly Five Lagunas)
 - After beginning various construction and development activities in 2017, Merlone-Geier Partners (MGP), the owner of the former Laguna Hills Mall, had announced in 2018 that it was taking a strategic pause in the redevelopment of the Mall. This action by MGP was prompted by the 2018 closures of Macy's and JC Penney, and all of the businesses in the Mall's interior. MGP submitted a new project plan in November, 2019, and the City is currently processing this application.
- Oakbrook Village
 - The owner of Oakbrook Village received approval in 2012 to create a mixed-use development with new retail and residential units. The project intends to turn an aging shopping center into the City's first urban village by demolishing 148,530 square feet of the existing 200,000 square-foot center and replacing it with 489 residential units in multistory buildings and up to 82,574 square feet of new retail space. The project is broken up in two phases, and the development is currently in the first phase. In April, 2018, the City Council approved the demolition of a vacant 7,800 square foot restaurant building and the construction of an approximately 21,000 square foot building. Construction of the new building, which was completed in 2019, accommodates a Trader Joe's store, which relocated from across the parking lot, and additional retail space.
- ActivCare Residential Care Facility for the Elderly
 - The Planning Agency and City Council approved Site Development Permit/Conditional Use Permit/Tentative Parcel Map/Zone Text Amendment 7-18-4244 for a new 31,500 square foot residential care facility for the elderly at 24888 Alicia Parkway. Grading of the site and construction activity began in late 2019, and is anticipated to be completed in late 2020.

Current Planning

- The Planning Agency approved Tentative Parcel Map/Variance No. 8-18-4282, a request to subdivide the Courtyard at La Paz commercial retail center located at 25242-25342 McIntyre Street into two parcels.
- The Planning Agency approved Conditional Use Permit/Parking Use Permit No. 11-18-4383, which establishes a Joint Parking Use Permit for the Alicia Town Center, located at 25594-25632 Alicia Parkway and 25539 Paseo de Valencia.
- The Planning Agency reviewed and approved multiple Master Sign Programs for multiple multi-tenant office buildings throughout the city, as well as for the MemorialCare Saddleback Medical Center.
- The Community Development Department approved Site Development Permit No. 4-19-4477 for an approximately 12,176 square foot office expansion to the Orange County Social Services Administration building located at 23330 Moulton Parkway.
- The Community Development Department approved Site Development Permit No. 4-19-4505 for an exterior and interior remodel of an existing Wienerschnitzel restaurant located at 25202 Cabot Road.

Advanced Planning

- The Community Development Department monitored and participated in the Regional Housing Needs Allocation process throughout the year, and will continue to do so in 2020.
- In order to help fund three projects, including (1) completion of a Sites Inventory Analysis as part of the upcoming General Plan Housing Element Update; (2) creation of Objective Design and Development Standards for the City's Mixed-Use zoning district; and, (3) update of the City's Accessory Dwelling Unit ordinance, the Community Development Department applied for SB 2 Planning Grants Program Funds through the State Department of Housing and Community Development (HCD). The grant application received preliminary approval from HCD in early 2020.

New Businesses

- In an effort to promote a business-friendly environment, the City has emphasized providing resources and support for the local business community and to businesses looking to locate in the City. Consequently, the Community Development Department has met with several commercial property owners and has maintained a regular dialogue regarding issues that impact parking, leasing, uses, and signage. In addition, staff has assisted several owners in evaluating conceptual plans for remodeling activities.

With the support of the Community Development Department, several businesses have been able to locate in the City, including Design Studio Staging, Kin Sushi, Konj Gallery, and Surface Concepts and Slabs, among others. By providing assistance to businesses regarding best practices in obtaining zoning permits necessary to begin tenant renovations, staff has contributed to processes that support businesses.

Building Permit Activity

- In 2019, the Building Division issued approximately 1,743 building permits. General remodeling activity in residential (404 permits) and commercial (99 permits) properties continues to drive building activity in the City. The City continues to complete over 97% percent of its building plan checks within 10 days for first review, and 5 days for second review, which is the department's customer service goal. For building inspection, the City provided approximately 4,180 inspections. Staff estimates that it provided service to over 2,819 customers in 2019.

Code Compliance Activity

- The City Council recently approved the use of Administrative Citations for the City's code enforcement efforts in its building, zoning, and property maintenance codes. When implemented, Staff anticipates that the new program will help reduce the City's cost of Code Enforcement by using Administrative Citations to gain code compliance instead of through criminal or civil prosecution of code enforcement matters through the City Attorney's office.
- In 2019, the City's Code Enforcement services continued to obtain voluntary compliance from residents and businesses through frequent engagement, maintaining a consistent presence in commercial areas prone to violations, and the implementation of code enforcement processes that resolve potential violations before the need for formal prosecution. Complaints concerning potential violations on residential properties generated over 150 calls for service, while complaints regarding commercial properties resulted in over 50 calls for service. In a few instances, cases had to be referred to the City Attorney's office for additional assistance.

GENERAL PLAN ELEMENTS

General Plan Implementation Status

The tables below analyze selected General Plan programs and policies that made notable progress in 2019. These are not a comprehensive list of all programs, policies, and action items in the General Plan; many are under ongoing implementation, and may not be listed here. As the majority of the General Plan policies and related items have been implemented through the adoption of ordinances or resolutions, incorporated into the regular governmental activities of the respective departments, or included in development proposals as they are reviewed for consistency with the City's policies, the purpose of providing the implementation statuses below is simply to highlight annual progress. A comprehensive list of all General Plan policies and action items with status and/or implementation can be viewed in the General Plan and prior General Plan Annual Progress Reports.

Land Use

The Land Use Element is the foundation of the General Plan and serves as a compass that guides citizens, planners, and decision makers on the desired pattern of growth, development, and change in Laguna Hills. This Element describes both existing and future land use activities and unifies the other elements of the General Plan by providing an overall policy context. The Land Use Element deals with the central issues of development and growth, and the quality of the community, and helps define the desired balance among the social, environmental, and economic costs and benefits associated with growth.

The Land Use Element identifies the distribution, location, and intensity of all land use types throughout the City. Text, maps, and diagrams establish the direction for land uses within the City and describe how these uses are integrated with other General Plan Elements and policies.

As a built-out community with no remaining residential or commercial vacant land, new development opportunities are focused on larger existing developed parcels that are considered underutilized and/or can be reasonably intensified by incorporating parking structures within parking lot areas. The Laguna Hills Mall and the Oakbrook Village Shopping Center are both examples of these new development opportunities and are zoned for a range of mixed land uses, including residential uses. The General Plan focuses on those sites within the community that have redevelopment potential.

Land Use Element Background		
Original Adoption Date	2009 (with Comprehensive General Plan Update)	
Previous Amendments	2000	West-side annexation
	2001	Saddleback Valley Unified School District Surplus Property Land Use Designation Change
	2014	“Hospitality Overlay Zone” in North Laguna Hills
	2017	Amend “Hospitality Overlay Zone” to increase the allowable building area
2019 Amendments	None	

Land Use Element Implementation		
Program	LU-1. Balanced Growth Review discretionary development proposals to assess the project’s effect on the community’s jobs/housing balance and fiscal stability. Ensure developments provide their fair share of infrastructure such as utilities, roads, parks, and recreational opportunities or pay in lieu fees toward the development/extension of these facilities.	
	Policies	LU-1.1, 1.2, 1.3
	Status	Ongoing The planning projects approved in 2019, particularly the ActivCare project, are subject to a variety of development impact fees and in-lieu fees, and have been designed to meet utility and infrastructure requirements.
Program	LU-2. CEQA Review Ensure all projects are reviewed and processed per CEQA.	
	Policies	LU-4.6
	Status	Ongoing All projects have been reviewed per CEQA requirements. To further support staff on CEQA review, the Community Development Department continued to utilize qualified on-call CEQA consultants throughout the year.
Program	LU-5. Community Participation Use the City’s website, newsletters, advertisements, and other measures to inform the community of and encourage participation at civic and community events. Continue to coordinate the City’s Traffic and Community Services Commissions, which provide for resident input on these issues.	
	Policies	LU-1.7, 1.8

Program	Status	Ongoing Staff continues to provide meeting agendas and project information on the City's website. Staff has promoted and advertised community events in creative ways that ensure all segments of the community are encouraged to participate.
	LU-6. Compatibility Assessment and Buffering Review discretionary development proposals to assess the compatibility of proposed development with adjacent/surrounding uses and activities. Require site design, buffers, architectural and buffering techniques, and other measures are incorporated into projects to ensure compatibility between uses and activities.	
	Policies	LU-2.5, 2.6, 2.7, 2.8
Program	Status	Ongoing Planning projects approved in 2019 were assessed for compatibility with the existing built environment. Where required, landscaping buffers, architectural enhancements, additional setbacks, and conditions of approval were required for projects to remain compatible and to minimize impacts to surrounding neighborhoods and land uses.

Mobility

The Mobility Element describes existing and future transportation conditions and systems. The Element establishes goals and policies that will guide the City's mobility system, including streets, transit facilities and services, bicycle and pedestrian facilities, and the recreational trail system. The text, maps, and diagrams are a basis for the development of the City's approach to maintaining and improving the mobility network.

Mobility Element Background		
Original Adoption Date	2009 (with Comprehensive General Plan Update)	
Previous Amendments	2013	Minor changes made to the Orange County Master Plan of Arterial Highways
	2017	Avenida De La Carlota right-of-way configuration
2019 Amendments	None	
Mobility Element Implementation		
Program	M-1. Mobility Planning and Traffic Analysis Review discretionary development proposals for potential impacts to the mobility and infrastructure systems and to ensure the street system meets City standards. The level of	

	service standards established in the Mobility Element will be used to determine the significance of impacts. Intersection level of service will be determined by the volume to capacity ratio and the Highway Capacity Manual calculations. Mitigation in the form of physical improvements and/or impact fees will be required to reduce the significant impacts. As part of this program, the City will coordinate with local jurisdictions to reduce the impacts of development in Laguna Hills on adjacent jurisdictions.	
	Policies	M-1.3
	Status	Ongoing When applicable, the Public Services Department reviewed planning projects in 2019, and if necessary, required projects to minimize traffic impacts and to incorporate mitigation or payment of “fair share” of improvements.
Program	M-2. Capital Improvement Plan Continue to bi-annually update the City of Laguna Hills Six-year Capital Improvement Program, which complies with the requirements of Measure M and the Congestion Management Program (CMP). The Plan identifies and recommends funding for future improvements to the mobility system, as well as other public facilities, including improvements to the existing pedestrian and bicycle network and landscaping right-of-ways.	
	Policies	M-1.3
	Status	Ongoing The Public Services Department continues to comply with the requirements of the Congestion Management Program as part of the City’s bi-annual budget process.

Housing

Every California city and county is required to include a Housing Element in its General Plan which establishes housing goals, policies, and programs that respond to community housing conditions and needs. The purpose of the Laguna Hills Housing Element is to identify housing opportunities and solutions specific to the housing issues of the City.

The 2013-2021 Housing Element was adopted in October 2013. The City received State Certification for its 2013-2021 Housing Element in November 2013.

The following Housing goals and programs were implemented in 2019:

- Continuum of Care Funding and Consolidated Plan Participation
The City continues to participate in the Orange County Consolidated Plan Programs and in the Orange County Continuum of Care local housing process to facilitate obtaining funds for affordable housing and related social services for special needs populations.

- Section 8 Rental Assistance

The City continues to cooperate with Orange County Housing Authority (OCHA) and provide referral services and information to the City's residents.

- Annual Progress Reports

The City prepared a 2018 annual report on citywide housing programs as part of its annual General Plan review and distributed the annual report on Housing Implementation to the California Department of Housing and Community Development (HCD) in April 2019.

Note: In addition to the information provided above, the status of the Housing Element and progress in its implementation are described in an attachment to this Annual Progress Report – Annual Element Progress Report - Housing Element Implementation.

Conservation and Open Space

The purpose of the Conservation and Open Space Element is to identify natural, cultural, and open space resources, ensuring a high-quality living environment for residents of Laguna Hills. This Element provides goals, policies, and programs related to open space and conservation as well as a wide range of other topics that together comprise the natural setting of Laguna Hills, including biological, scenic, cultural, and historical resources. The goals and policies contained in this element also address global climate change and sustainable practices related to water conservation, energy conservation, air quality, and water quality.

Conservation and Open Space Element Background

Original Adoption Date	2009 (with Comprehensive General Plan Update)	
Previous Amendments	None	
2019 Amendments	None	

Conservation and Open Space Element Implementation

Program	COS-2 Adequate Water Supply Implement applicable provisions in the Moulton Niguel and El Toro water districts' Urban Water Master Plans and ensure that adequate water supplies are available to meet the needs of current and future growth, as well as during an emergency event or drought. Support efforts by these agencies to research and employ new technologies that improve water services and/or sustainability of water supplies serving Laguna Hills.	
	Policies	COS-1.2; CSF-5.1, 5.2

Program	Status	Ongoing As part of both planning entitlement and building permit review processes, staff continues to coordinate with regional water service providers to plan for emergency water services and drought.
	COS--7. Air Quality Management Plan Work with the South Coast Air Quality Management District (SCAQMD) and the Southern California Association of Governments (SCAG) to implement the Air Quality Management Plan and meet all federal and State air quality standards for pollutants. Participate in any future amendments and updates to the Plan. Implement, review, and interpret the General Plan and future discretionary projects in a manner consistent with the Air Quality Management Plan to meet standards and reduce overall emissions from mobile and stationary sources.	
	Policies	COS-3.2
	Status	Ongoing Through the CEQA review process, planning projects approved in 2019 were consistent with requirements of the AQMD. Staff will continue to monitor AQMD and SCAG initiatives regarding reducing air pollutant emissions from mobile and stationary sources.

Noise

The purpose of the Noise Element is to identify and assess existing noise sources in the community, and to discuss the City's role in ensuring comfortable and safe noise levels in the future. As a part of the General Plan process, citizens and City officials identified goals for the future relating to balancing land uses in the City, in part to minimize incompatibilities and exposure to excessive noise while providing the range of uses needed to maintain a high quality of life. The goals, policies, and programs will assist in achieving noise compatibility between land uses.

Noise Element Background		
Original Adoption Date	2009 (with Comprehensive General Plan Update)	
Previous Amendments	None	
2019 Amendments	None	

Noise Element Implementation	
	N-4. Commercial Noise

Program	Review the locations of proposed projects with the potential to generate noise in relation to sensitive receptors through the discretionary project review process. Limit delivery or service hours for stores and businesses with loading areas, docks, or trash bins that front, side, or gain access on driveways next to residential and other noise sensitive areas. Only approve exceptions if full compliance with the nighttime limits of the noise regulations is achieved	
	Policies	N-1.1, N-1.2, N-3.1, N-3.2
	Status	Ongoing The City reviewed development proposals to ensure that the noise standards and compatibility criteria set forth in the Noise Element were met. If necessary, conditions of approval were placed on discretionary permits to minimize noise impacts.
Program	N-5. Construction Noise Require all construction activity to comply with the limits (maximum noise levels, hours, and days of allowed activity) established in City noise regulations to reduce impacts associated with temporary construction noise to the extent feasible. Trucks associated with construction activities shall follow designated truck routes, where appropriate.	
	Policies	N-3.1
	Status	Ongoing The Community Development Department and the Orange County Sheriff's Department continue to monitor violation or complaints of the City's construction noise requirements. The City reviewed development proposals to ensure that the noise standards and compatibility criteria set forth in the Noise Element were met.

Safety

The Safety Element establishes policies and programs to protect the community from risks associated with seismic, geologic, flood, and wildfire hazards.

Safety Element Background		
Original Adoption Date	2009 (with Comprehensive General Plan Update)	
Previous Amendments	None	
2019 Amendments	None	

Safety Element Implementation		
Program	S-2 Natural Hazards Risk Reduction Reduce the risk to the community from hazards related to geologic conditions, seismic activity, flooding, and structural and wildfires by requiring feasible mitigation of such impacts on discretionary development projects. Assess development proposals for potential hazards pursuant to CEQA. Require measures to mitigate all identified significant public safety hazards.	
	Policies	S-1.2
	Status	Ongoing Through the CEQA review process, planning projects approved in 2019 were evaluated to reduce the risk of impacts from geologic and seismic hazards by applying current and proper land use planning, development engineering, building construction, and retrofitting requirements.
Program	S-5. Orange County Fire Authority Work closely with the Orange County Fire Authority (OCFA) to implement fire hazard education and fire prevention programs, including fuel modification programs and controlled burns. Coordinate with OCFA to ensure that water pressure is adequate for firefighting purposes in all areas of the City, particularly in redevelopment projects/areas. Coordinate with OCFA to implement the Hazardous Materials Area Plan within Laguna Hills.	
	Policies	S-5.1, 5.2, 5.3, 5.4
	Status	Ongoing Staff continues to coordinate with the Orange County Fire Authority for permit and project review to ensure that OCFA requirements are being met. Staff continues to cooperate with the Orange County Integrated Waste Management Department to address hazardous materials.
Program	S-9. Crime Prevention through Environmental Design (CPTED) Review all new development and redevelopment proposals for sensitivity to CPTED principles. Encourage incorporation of design features that employ adequate lighting and place increased emphasis on public areas. Coordinate with the OCSD to develop guidelines on CPTED principles.	
	Policies	S-4.1; LU-3.12
	Status	Ongoing When feasible, staff has incorporated Crime Prevention through Environmental Design measures and “visible spaces” into new developments as a means of promoting safe environments. Lighting of public areas have been designed to

		meet the Municipal Code lighting requirements, while providing adequate lighting for the safety of the public.
Program	S-12. Project-Related Flood Control and Stormwater Management and Comprehensive Drainage Studies As a condition of project approval, require new development and redevelopment to provide adequate on-site and off-site storm water and flood management facilities to control direct and indirect erosion and discharges of pollutants and/or sediments. To determine the facility and Best Management Practices (BMP) needs, the City will require, when necessary, a hydrological/drainage analysis be performed by a state-licensed and City-approved engineer, with the cost of said analysis the responsibility of the project applicant	
	Policies	S-6.2; COS-1.3
	Status	Ongoing All projects approved in 2019 were reviewed and accepted by the City Engineer. Conditions of approval were implemented regarding Water Quality Management Plan requirements and plan check review procedures.

Community Services and Facilities

The purpose of the Community Services and Facilities Element is to assess the current status of community services as well as evaluate their long-term provision to ensure that adequate services and facilities are both planned and provided proportionate with the projected growth, as well as development and redevelopment, as it occurs within the City. The Community Services and Facilities Element also establishes the City's plan to provide and maintain infrastructure and public services for future growth, without diminishing services to existing development. Community services collectively refer to law enforcement, fire protection, water, sewer, solid waste, electricity and natural gas, communication, and animal care services. Community facilities collectively refer to schools, libraries, parks, and recreational facilities.

Community Services and Facilities Element Background		
Original Adoption Date	2009 (with Comprehensive General Plan Update)	
Previous Amendments	None	
2019 Amendments	None	

Community Services and Facilities Element Implementation		
Program	CSF-4. Water and Sewer Services for New Development Review development and redevelopment proposals and require necessary studies, as appropriate, and water conservation and mitigation measures to ensure adequate water and sewer service.	
	Policies	CSF-5.1, 5.2, 6.1, 6.2
	Status	Ongoing All development proposals reviewed and approved in 2019 have obtained or have been required to obtain through conditions of approval all required clearances from local water agencies. Staff will continue to monitor and work closely with local and regional water suppliers and distributors to ensure that high-quality water and sewer services is available for the community.
Program	CSF-5. Solid Waste Services Continue to contract for solid waste services from a private sector provider. Ensure that community needs for solid waste disposal are being met.	
	Policies	CSF-7.1
	Status	Ongoing In 2019, staff made significant progress in establishing a review process and outreach to the development and business community regarding AB 1826 (Mandatory Commercial Organics Recycling), SB 1383 (Short-Lived Climate Pollutants), and AB 341 (Mandatory Commercial Recycling). Staff will continue to work with local service providers to ensure adequate solid waste collection, disposal, and recycling services.

CONCLUSION

This Annual Progress Report documents the City's recent progress in updating and implementing the General Plan. The information contained herein will be forwarded to the Governor's Office of Planning and Research and the Department of Housing and Community Development to serve as the City of Laguna Hills' General Plan Annual Progress Report for calendar year **2019**.

The Laguna Hills City Council reviewed and accepted the report on **April 21, 2020**.

Please Start Here					
General Information					
Jurisdiction Name	Laguna Hills				
Reporting Calendar Year	2019			Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated.	
Contact Information					
First Name	JAY				
Last Name	WUU				
Title	SENIOR PLANNER				
Email	JWUU@LAGUNAHILLSCA.GOV				
Phone	9497072662				
Mailing Address					
Street Address	24035 EL TORO ROAD				
City	LAGUNA HILLS				
Zipcode	92653				
				v 12_23_19	

Jurisdiction	Laguna Hills
Reporting Year	2019 (Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202)

Note: "*" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A																			
Housing Development Applications Submitted																			
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1					2	3	4	5							6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes*
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	0	0	0	0	
															0		0		

Table A2															
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units															
Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4								5
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0		0
62725106	62725106	26542 WILD VIEW		DE-10-18-17522	SFD	O									0
62710103	62710103	27066 HIDDEN		RES-8-17-15360	SFD	O									0
61626254	61626254	23552 LIPARI		RES-7-18-17056	ADU	O									0
61626413	61626413	23606 MESSINA		BLDR-0094-2019	ADU	O									0
61624108	61624108	23664 CREMONA		RES-1-19-17821	ADU	O									0
58806105	58806105	23370 MOULTON PKWY		RES-3-19-18188	ADU	R									0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits							8	9
			7								
Current APN	Street Address	Project Name*	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			0	0	0	0	0	0	2		2
62725106	26542 WILD VIEW								0	7/1/2019	0
62710103	27066 HIDDEN										0
61626254	23552 LIPARI										0
61626413	23606 MESSINA								1	10/17/2019	1
61624108	23664 CREMONA								1	6/6/2019	1
58806105	23370 MOULTON PKWY										0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
			10							11	12
Current APN	Street Address	Project Name*	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness
			0	0	0	0	0	0	3		3
62725106	26542 WILD VIEW										0
62710103	27066 HIDDEN								1	9/10/2019	1
61626254	23552 LIPARI								1	2/22/2019	1
61626413	23606 MESSINA										0
61624108	23664 CREMONA										0
58806105	23370 MOULTON PKWY								1	10/30/2019	1

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
			13	14	15	16	17	18	19	20			21
Current APN	Street Address	Project Name*	How many of the units were Extremely Low Income?*	Was Project <u>APPROVED</u> using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
			0	0						1	0	0	
62725106	26542 WILD VIEW			N						1	Demolished	O	
62710103	27066 HIDDEN			N									
61626254	23552 LIPARI			N									
61626413	23606 MESSINA			N									
61624108	23664 CREMONA			N									
58806105	23370 MOULTON PKWY			N									

Jurisdiction	Laguna Hills	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1											1
	Non-Deed Restricted												
Low	Deed Restricted	1											1
	Non-Deed Restricted												
Moderate	Deed Restricted												292
	Non-Deed Restricted				291	1							
Above Moderate						1	1		2			4	
Total RHNA		2											
Total Units						292	2		2			296	2

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Cells in grey contain auto-calculation formulas

Jurisdiction	Laguna Hills	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "*" indicates an optional field
Cells in grey contain auto-calculation formulas

Table C Sites Identified or Rezoned to Accommodate Shortfall Housing Need																	
Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Type of Shortfall	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Type of Shortfall	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Laguna Hills		
Reporting Year	2019 (Jan. 1 - Dec. 31)		
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
H-1. Code Enforcement Program	Enforce building code regulations and abate code violations, nuisances, and existing uses, activities, buildings, or structures that pose a threat to public health, safety, or welfare. Enforcement activities will focus on property maintenance, such as eliminating derelict or abandoned vehicles, outdoor storage, or other situations that may constitute health, safety, or fire hazards.	Ongoing	With the goal of voluntary compliance, the City's Code Enforcement staff continues to monitor and address complaints related to property maintenance. Staff investigated hundreds of complaints associated with housing or property maintenance and took appropriate steps to work with the property owner to resolve code violations, or referred unresponsive owners to the City Attorney's office for prosecution.
H-2. State Franchise Tax Board Code Enforcement	To promote maintenance of existing rental properties, the City shall work with the California State Franchise Tax Board to enforce provisions of California Revenue and Taxation code Sections 17274 and 24436.5, which prohibit owners of substandard rental housing from claiming depreciation, amortization, mortgage interest, and property tax deductions of state income tax. The City will notify the State Franchise Tax Board if substandard rental housing is identified	Ongoing	The City is not aware of any substandard housing within the community. If such housing is identified, the City will notify the State Franchise Tax Board.
H-3. Housing Rehabilitation	The City will continue to work with the Orange County Housing and Community Services Department to receive rehabilitation loans and grants for low and moderate income homeowners and rental property owners, including senior/disabled households, to maintain housing stock. Efforts will focus on rehabilitating approximately 148 units in the Aliso Meadows Condominium Development. The rehabilitation loan and grant program will use CDBG funds distributed by the County as appropriate. The City will publicize the availability of this program in local newspapers, on the City's website, at the Community Development Department, and in information items at Planning Agency Public Hearings	Annually by September of each year or as otherwise required by the County CDBG schedule	Due to staffing/resource limitations, the City did not participate in the CDBG program in FY 18/19. However, the City intends to apply to the County for CDBG funds to use in FY 19/20 and 20/21.
H-4. At-Risk Units	The City will continue to pursue the extension of affordability controls for 51 units, either in the existing Rancho Moulton housing development or as part of new or redevelopment activities in the Via Lomas area or other areas of the City. . The City will annually prepare a "Risk Assessment" report provided by the California Housing Partnership Corporation (CHPC). Projects determined high risk are those most likely to decline continued federal assistance because they currently have rents below market rate(s) and are owned by profit-motivated entities. The City will work with potential purchasers to preserve 51 units in the existing development or in new development by finding an interested nonprofit entity and securing funding to acquire and preserve the property. The City will use HCD resources listed on the HCD website, as well as other resources, to locate potential funding sources as needed for the preservation of affordable housing. As needed, the City will work with tenants of at-risk units and provide them with education regarding tenant rights, notification procedures, and conversion procedures. The City will also provide tenants in at-risk projects information from the Orange County Housing Authority	By January of each year.	In 2019, the city continued to monitor existing at-risk units in the City, and continued to refer prospective tenants to the County of Orange regarding Section 8 housing. In 2019, Rancho Moulton continued to participate in the County's Section 8 rental assistance program.
H-5. Foreclosure Referral Program	Based on current dynamics, the City seeks to address the increased incidence of residents facing foreclosure. The City will provide foreclosure information on the City's website, and provide resources at the City to refer residents to external agencies to assist in reducing incidents of foreclosures in Laguna Hills.	January, 2014	As necessary, the City has been referring people to the County's foreclosure websites, which provide a wealth of information regarding foreclosures.
H-6. Urban Village Specific Plan Area for Housing Opportunities	The City shall inform existing property owners and prospective developers that housing opportunities are available in the Urban Village Specific Plan area. Housing opportunities include market rate housing units and could also include housing for low and moderate income households, families, seniors, and special needs households. City staff will inform prospective developers at time of project application meeting(s). Additionally, the City will promote the UVSP area on the City's website and will also promote housing development incentives consistent with Chapter 9-72 of the Zoning	Ongoing	The City has met with multiple developers interested in development within the UVSP that may incorporate housing. Staff referred the developers to a variety of development regulations and density bonus provisions.

Attachment: Attachment 2 - HCD Form (2079 : 2019 General Plan Annual Progress Report)

H-7. Alicia Gateway for Housing Opportunities	The City shall inform existing property owners and prospective developers that housing opportunities are available in the Alicia Gateway. Housing opportunities could include market rate housing units and could also include housing for low and moderate income households, families, seniors and special needs households. City staff will inform prospective developers at time of project application meeting(s). Additionally, the City will promote Alicia Gateway on the City's website and will also promote housing development incentives consistent with Chapter 9-72 of the Zoning Ordinance.	December, 2013	During 2019 the city met with multiple developers interested in development within the Alicia Gateway that may incorporate housing. Staff referred the developers to a variety of development regulations and density bonus provisions. Furthermore, staff processed an application for a residential care facility for the elderly within the Gateway, with construction to begin in early 2020.
H-8. Zoning Ordinance Update	The implementation of housing goals, policies, and programs will require updating the City's Zoning Ordinance. In addition, certain City rules and regulations may constrain the development of housing affordable to low and moderate income households with special needs. To mitigate potential constraints and implement housing goals, policies, and programs, the City will update the following regulations in the Zoning Ordinance: 1. Consolidate and remove duplicitous definitions of manufactured housing and mobile homes and ensure consistency in the Zoning Ordinance, use regulations, and development standards. 2. Reduce the open space requirement in the High Density Residential district; 3. Increase the maximum lot coverage requirement in the Mixed Use district. 4. Transitional and supportive housing will be permitted as a residential use and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone.	October, 2014	Due to staffing/resource limitations, staff has been able to complete numbers 1 and 4, and will be considering addressing numbers 2 and 3 in the next budget cycle (FY 19/20, 20/21)
H-9. Second Units	The City shall continue to implement the Second Unit provisions of the Zoning Ordinance consistent with state law. The City will continue to permit second units by right in all residential zones of the City, requiring only ministerial approval. Residential second units provide a viable option for providing additional housing opportunities which could include affordable housing for lower income seniors, single persons, or small households within existing neighborhoods.	Ongoing	The City has updated the Second Unit provisions to comply with new State Accessory Dwelling Unit regulations. Staff will continue to monitor any future updates to ADU law.
H-10. CDBG Funding for Shelter for the Homeless	The City shall apply for United States Department of Housing and Urban Development CDBG funds and allocate a portion of such funds to subrecipients who provide shelter for the homeless.	Annually by September of each year or as otherwise required by the County CDBG schedule	The City of Laguna Hills is a non-entitlement city and therefore relies on the County of Orange to receive and administer CDBG funding on the City's behalf. As in previous years, in 2019 the City relied on the County of Orange to coordinate a comprehensive regional Continuum of Care (CoC) strategy that includes the participation of all thirty-four cities in Orange County, County Agencies, the County's homeless housing and service providers, and other community groups (including non-profits, local governmental agencies, faith-based organizations, the homeless and formerly homeless, interested business leaders, schools, and many other stakeholders) to identify the gaps and unmet needs of the County's homeless. Through cooperative agreements between the City and the County, the County has pursued funding for housing and related social services for the City's homeless population.
H-11. Continuum of Care Funding and Consolidated Plan Participation	The City shall continue to participate in the Orange County Consolidated Plan Programs and in the Orange County Continuum of Care local housing planning process to facilitate obtaining funds for affordable housing and related social services for special needs populations. The Continuum of Care local housing and service delivery system focuses on homeless prevention, outreach, and assessment, emergency shelters, transitional housing, supportive services, and permanent supportive housing for homeless individuals and families. The City shall pursue homeless assistance grants through the Continuum. The City will assist public and private nonprofit housing developers in preparation of funding applications for special needs populations.	Annually by September of each year or as otherwise required by the County CDBG schedule	The City of Laguna Hills is a non-entitlement city and therefore relies on the County of Orange to receive and administer CDBG funding on the City's behalf. As in previous years, in 2019 the City relied on the County of Orange to coordinate a comprehensive regional Continuum of Care (CoC) strategy that includes the participation of all thirty-four cities in Orange County, County Agencies, the County's homeless housing and service providers, and other community groups (including non-profits, local governmental agencies, faith-based organizations, the homeless and formerly homeless, interested business leaders, schools, and many other stakeholders) to identify the gaps and unmet needs of the County's homeless. Through cooperative agreements between the City and the County, the County has pursued funding for housing and related social services for the City's special needs population.
H-12. Section 8 Rental Assistance	The Orange County Housing Authority currently administers the Section 8 Rental Assistance program on behalf of the City. Currently the program assists renter households in the City of Laguna Hills. Based on future congressional appropriations, the County Housing Authority will apply for additional funding which will enable the Housing Authority to administer additional vouchers for families, seniors, and disabled persons over the Housing Element planning period. The City of Laguna Hills will continue to provide referral services and information to the	Ongoing	In 2019 the City continued to refer interested residents to the Orange County Housing Authority. There is currently a waiting list for the 102 units in the city that accept Section 8 rental assistance vouchers.

H-13. Affordable Housing Developer Partnerships	The City will continue to develop partnerships with mainstream and/or special needs affordable housing developers that could result in set-asides in existing and planned low income housing projects. These partnerships may include incentives (such as expedited processing, fee waivers, and density bonuses) provided by the City to facilitate the set-asides for planned low income units and actively cooperating with the owners of existing units to secure appropriate federal funding necessary to maintain existing affordability. The City will promote lower income housing development incentives on the City's website, consistent with Chapter 9-72 of the Zoning Ordinance. The City will use HCD's housing resources website to locate available sites and potential funding sources as needed for the development of affordable housing.	Ongoing	In 2019 the city met with multiple developers interested in development within the City that might incorporate affordable housing into their projects. Staff referred the developers to a variety of development regulations and density bonus provisions.
H-14. Fair Housing Program	The City will continue to maintain services and personnel to receive housing complaints and continue to address or resolve complaints. The City will also continue to refer fair housing complaints to the Fair Housing Council if they cannot be resolved at the City level. The City will also continue to disseminate written literature about fair housing laws, resident rights, and remedies for fair housing complaints. The City will ensure that fair housing literature is available in the Community Development Department, on the City's website, and at the Laguna Hills Technology Library. The City will monitor these sites to ensure timely, accurate information is available.	Ongoing	In 2019, city staff continued to monitor and respond to housing complaints, and referred residents to various agencies that provide fair housing services in Orange County.
H-15. Universal Design Features in Housing	The City recognizes that all people have varying abilities and that many people will encounter temporary or permanent changes in ability to conduct the tasks necessary for daily living throughout their lives. Universal design features create housing suited for people of all abilities and can allow residents to stay in their homes over their lifetime. The City will explore programs, an ordinance, and incentives to encourage provision of universal design features in housing. The City will refer to the HCD website for guidelines and a model ordinance consistent with the principles of universal design. The universal design ordinance will address such topics as findings, definitions, scope and application, standards, and enforcement. City staff will encourage prospective developers to provide universal design features at the time of project application meeting(s).	October, 2014	Staff will continue to explore programs and incentives related to universal design in housing.
H-16. Annual Progress Reports	The City will report annually on progress toward implementation of the Housing Element and residential development activities citywide.	Prepare an annual report for submittal to HCD by April 1 of each year in the planning period	The APR for 2019 is scheduled to be received by the City Council on March 10, 2020. If approved, it will be transmitted to HCD as directed by Government Code Section 65400.
H-17. Housing Issues Monitoring	The City will monitor existing and proposed affordable housing developments in the City. The City will also monitor legislation, trends, and policy issues related to the development and maintenance of affordable housing in Laguna Hills.	Ongoing	In 2019 staff continued to monitor existing and proposed affordable housing developments in the City, as well as legislation, trends, and policy issues related to the development and maintenance of affordable housing.
H-20. Local Housing Efforts Coordination	The City shall coordinate local housing efforts with appropriate federal, state, regional, and local government and/or agencies and cooperate in implementation of intergovernmental housing programs to ensure maximum effectiveness in solving local and regional housing problems. The City will submit CDBG applications to assist in preserving existing affordable housing stock.	December, 2009	Due to staffing/resource limitations, the City has not continuously participated in the CDBG program. However, the City intends to apply to the County for CDBG funds to use for FY 19/20 and 20/21.

Jurisdiction	Laguna Hills	
Reporting Period	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table E									
Commercial Development Bonus Approved pursuant to GC Section 65915.7									
Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Laguna Hills	
Reporting Period	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)									
This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Total Units by Income									

Jurisdiction	Laguna Hills
Reporting Period	2019 (Jan. 1 - Dec. 31)

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Table G						
Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of						
Project Identifier						
1						4
APN	Street Address	Project Name⁺	Local Jurisdiction Tracking ID⁺	Realistic Capacity Identified in the Housing Element	Entity to whom the site transferred	Intended Use for Site
Summary Row: Start Data Entry Below						

Jurisdiction	Laguna Hills	
Reporting Year	2019	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		2
Total Units		2

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 21, 2020

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Submission of an Aerial Waste Waiver to the San Diego Regional Water Quality Control Board for Pollutant Discharges from the City's Fourth of July Fireworks Display and Adoption of a Categorical Exemption Determining that the Event is Exempt from Environmental Review Pursuant to Title 14, Chapter 3, Section 15304(E) of the California Code of Regulations

RECOMMENDATION: That the City Council: 1) Direct staff to submit an aerial waste waiver to the San Diego Regional Water Quality Control Board for pollutant discharges from the City's Fourth of July fireworks display; and 2) Adopt a Categorical Exemption.

SUMMARY:

The City of Laguna Hills ("City") is located within the jurisdiction of the San Diego Regional Water Quality Control Board (the "Regional Board") which is responsible for regulating activities that could impact water quality throughout the San Diego Region (which also includes portions of Riverside County and South Orange County). The Regional Board has determined that large aerial fireworks displays may require a permit because pollutants associated with fireworks can be damaging to water quality. The permit requirement was enacted as a result of the numerous private and public venues that maintained fireworks displays throughout the year on or adjacent to urban shorelines in the San Diego area. In 2014, the Regional Board adopted Order No. R9-2014-0041 establishing a waiver for fireworks displays that take place over land. The City must submit an Aerial Waste Waiver to the Regional Board in advance of the

Application for Aerial Waste Waiver for the City's Fourth of July Fireworks Display

April 21, 2020

Page 2

planned Fourth of July fireworks display and complete an environmental review of the event pursuant to the California Environmental Quality Act (CEQA).

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

BACKGROUND:

The City of Laguna Hills is located within the jurisdiction of the Regional Board, which regulates pollutant discharges into surface waters (rivers, streams, harbors, the ocean, etc.) associated with public fireworks displays within its service area. Examples of pollutants from fireworks displays include airborne particulates, chemicals, and debris (paper, cardboard, wires, fuses) that are scattered by each burst charge in a fireworks display and could be deposited into local surface waters. Because the City's Fourth of July fireworks display is located over land it is eligible for an Aerial Waste Waiver from the Regional Board to host a public fireworks display. The City hosts one fireworks event per year lasting approximately 18 minutes on the Fourth of July and no other events involving fireworks are held within the City during the course of the year.

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

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

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

Application for Aerial Waste Waiver for the City's Fourth of July Fireworks Display

April 21, 2020

Page 3

CEQA FINDINGS:

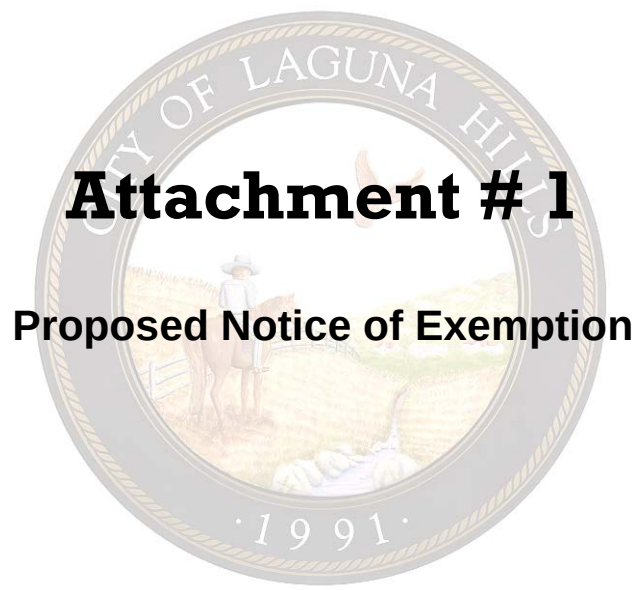
The Regional Board has determined, pursuant to Order No. R9-2011-0022 adopted May 11, 2011, that fireworks shows do not exceed relevant requirements for water quality subject to the discharge prohibitions and specifications, receiving waters limitations, and provisions incorporated into the referenced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

FISCAL IMPACT:

The application for the fireworks display permit and adoption of the proposed Categorical Exemption will not have a fiscal impact.

ATTACHMENTS:

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



Attachment # 1

Proposed Notice of Exemption

NOTICE OF EXEMPTION

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

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

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

Project Location: 25555 Alicia Parkway

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

Project Approval Date: March 13, 2018

Description of nature, purpose, and beneficiaries of project: The City of Laguna Hills proposes to hold a Fourth of July Celebration, which includes a public fireworks display utilizing approximately 750 pounds of pyrotechnic material. The event will last several hours with the fireworks display lasting approximately 18 minutes.

Name of public agency approving project:

City of Laguna Hills

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

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

Exempt Status: (Check One)

☐ Ministerial project. (Section 15073, State Guidelines)

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

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

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

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

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

Signature: _____ Title: Community Development Director

Date Submitted to County Clerk: _____



INTRODUCTION

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

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

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

This application package contains:

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

Instructions

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

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

Additional Information Requirements

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

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



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



INSTRUCTIONS

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

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

I. FACILITY INFORMATION

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

A. FACILITY:

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

B. FACILITY OWNER:

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

OWNER TYPE:

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

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

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

D. OWNER OF THE LAND:

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

E. ADDRESS WHERE LEGAL NOTICE MAY BE SERVED:

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

F. BILLING ADDRESS

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



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



II. TYPE OF DISCHARGE

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

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

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

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

III. LOCATION OF THE FACILITY

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

IV. REASON FOR FILING

NEW DISCHARGE OR FACILITY:

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

CHANGE IN DESIGN OR OPERATION:

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

CHANGE IN QUANTITY/TYPE OF DISCHARGE:

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

CHANGE IN OWNERSHIP/OPERATOR:

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

WASTE DISCHARGE REQUIREMENTS UPDATE OR NPDES PERMIT REISSUANCE:

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

OTHER:

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



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



V. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

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

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

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

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

VI. OTHER REQUIRED INFORMATION

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

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

VII. OTHER

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

VIII. CERTIFICATION

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

Acceptable signatures are:

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

DISCHARGE SPECIFIC INFORMATION

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



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

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

Name: Laguna Hills High School			
Address: 25401 Paseo de Valencia			
City: Laguna Hills	County: Orange	State: CA	Zip Code: 92653
Contact Person: Dan Meehan		Telephone Number: 949-707-2686	

B. Facility Owner:

Name: Saddleback Valley Unified School District			Owner Type (Check One) 1. ☐ Individual 2. ☐ Corporation	
Address: 25631 Peter Hartman Way			3. ☐ Governmental Agency 4. ☐ Partnership	
City: Mission Viejo	State: CA	Zip Code: 92691	5. ☒ other: <u>School District</u>	
Contact Person: Michael Marzilli		Telephone Number: 949-770-5447	Federal Tax ID:	

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

Name: City of Laguna Hills			Operator Type (Check One) 1. ☐ Individual 2. ☐ Corporation	
Address: 24035 El Toro Rd.			3. ☒ Governmental Agency 4. ☐ Partnership	
City: Laguna Hills	State: CA.	Zip Code: 92653	5. ☐ other: _____	
Contact Person: Dan Meehan		Telephone Number: 949-707-2686		

D. Owner of the Land:

Name: Saddleback Valley Unified School District			Owner Type (Check One) 1. ☐ Individual 2. ☐ Corporation	
Address: 25631 Peter Hartman Way			3. ☐ Governmental Agency 4. ☐ Partnership	
City: Mission Viejo	State: CA.	Zip Code: 92691	5. ☒ other: <u>School District</u>	
Contact Person: Michael Marzilli		Telephone Number: (949) 770-5447		

E. Address Where Legal Notice May Be Served:

Address: 24035 El Toro Rd.		
City: Laguna Hills	State: CA.	Zip Code: 92653
Contact Person: Dan Meehan	Telephone Number: 949-707-2686	

F. Billing Address:

Address: 24035 El Toro Rd.		
City: Laguna Hills	State: CA.	Zip Code: 92653
Contact Person: Dan Meehan	Telephone Number: 949-707-2686	



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



II. TYPE OF DISCHARGE

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

☒ **A. WASTE DISCHARGE TO LAND**

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

Check all that apply:

☐ Domestic/Municipal Wastewater Treatment and Disposal

☐ Cooling Water

☐ Mining

☐ Waste Pile

☐ Wastewater Reclamation

☐ Animal Waste Solids

☐ Land Treatment Unit

☐ Dredge Material Disposal

☐ Surface Impoundment

☐ Industrial Process Wastewater

☐ Animal or Aquacultural Wastewater

☐ Biosolids/Residual

☐ Hazardous Waste (see instructions)

☐ Landfill (see instructions)

☐ Storm Water

☒ Other, please describe: RESIDUAL FIREWORK POLLUTANT WASTE DISCHARGES (PUBLIC DISPLAY)

III. LOCATION OF THE FACILITY

Describe the physical location of the facility.

1. Assessor's Parcel Number(s)

Facility: 625-021-07

Discharge Point: 625-021-07

2. Latitude

Facility: 33.59

Discharge Point: 33.59

3. Longitude

Facility: -117.70

Discharge Point: -117.70

IV. REASON FOR FILING

☐ New Discharge or Facility

☐ Changes in Ownership/Operator (see instructions)

☐ Change in Design or Operation

☐ Waste Discharge Requirements Update or NPDES Permit Reissuance

☐ Change in Quantity/Type of Discharge

☒ Other: Compliance with Board Order No. R9-2011-0022

V. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Name of Lead Agency: City of Laguna Hills

Has a public agency determined that the proposed project is exempt from CEQA? ☒ Yes ☐ No

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

Basis for Exemption/Agency: Less than 1,000 pounds of pyrotechnic material - one time event.

Has a "Notice of Determination" been filed under CEQA? ☐ Yes ☐ No

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

Expected CEQA Documents:

☐ EIR

☐ Negative Declaration

Expected CEQA Completion Date: March 9, 2018



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



VI. OTHER REQUIRED INFORMATION

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

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

VII. OTHER

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

Attachment F of Board Order No. R9-2011-0022 adopted May 11, 2011.

Notice of Exemption

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

VIII. CERTIFICATION

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

Print Name: _____

Title: _____

Signature: _____

Date: _____

FOR OFFICE USE ONLY

Date Form 200 Received:	Letter to Discharger:	Fee Amount Received:	Check #:
-------------------------	-----------------------	----------------------	----------

California Environmental Protection Agency Bill of Rights for Environmental Permit Applicants

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

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 21, 2020

TO: Mayor and Council Members

FROM: Donald J. White
City Manager

ISSUE: City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus, and Confirmation of the Director of Emergency Services/City Manager's Executive Orders Related Thereto

RECOMMENDATION: That the City Council: 1) Review the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus; and 2) Confirm the Director of Emergency Services/City Manager's Executive Order related thereto.

SUMMARY:

On March 18, 2020, the City Manager, acting in his capacity as Director of Emergency Services, proclaimed the existence of a local emergency relating to COVID-19 (the "coronavirus"), at which time the City Council was not in session. On March 24, 2020, during a special meeting the City Council ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency. Pursuant to Laguna Hills Municipal Code ("LHMC") Section 2-32.060, the City Council must review the necessity for continuing the local emergency no less frequently than every fourteen (14) days until the emergency is terminated. LHMC Section 2-32.150 further requires any rules or regulations, such as Executive Orders, issued by the Director of Emergency Services/City Manager that are reasonably related to the local emergency, such as for the protection of life and property as affected by the emergency, to be confirmed as soon as practicable by the City Council.

Continuing Local Emergency and Confirmation of Executive Orders

April 21, 2020

Page 2

BACKGROUND:

On January 30, 2020, the World Health Organization ("WHO") declared the outbreak of COVID-19 a "public health emergency of international concern" and by March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange and County Health Officer Dr. Nichole Quick declared a local emergency and a local health emergency to prepare for COVID-19, and on March 4, 2020, the Governor declared a State of Emergency in California allowing state agencies to take any action necessary to address COVID-19.

On March 11, 2020, the Governor and the California Department of Health issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19" determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of six (6) feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than ten (10) people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function.

Within a short period of time thereafter COVID-19 began to spread rapidly throughout California necessitating more stringent public health emergency orders. On March 12, 2020, the Governor issued Executive Order N-25-20, ordering that all residents are to heed the orders and guidance of state and local public health officials. Subsequently, on March 13, 2020, President Donald J. Trump declared a National Emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem. By March 16, 2020, President Trump advised the public to avoid groups of more than ten (10) people to fight the COVID-19 outbreak. On March 17, 2020, the Orange County Health Officer issued a Public Health Order prohibiting all public and private gatherings of any number of people, including at places of work, occurring outside a single household or living unit, until March 31, 2020, except for the purposes of engaging in an

Continuing Local Emergency and Confirmation of Executive Orders

April 21, 2020

Page 3

Essential Activity, as defined. This Public Health Order was superseded by the State's Executive Order and continues in effect until further notice.

In light of these events, on March 18, 2020, the City Manager, acting as the Director of Emergency Services pursuant to LHMC Section 2-32.060(B), proclaimed the existence of a local emergency within the City of Laguna Hills by enacting Proclamation No. 2020-03-18-1, at which time the City Council was not in session. A copy of Proclamation No. 2020-03-18-1 is attached hereto. On March 24, 2020, the City Council unanimously ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency during a special meeting, as required by LHMC Section 2-32.060(B).

In order to mitigate the impact of COVID-19 across the State, on March 19, 2020, the Governor issued Executive Order N-33-20, which directed and ordered all residents to: 1) immediately heed the current State public health directives; and 2) to stay at home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors. On March 22, 2020, President Donald J. Trump declared California a major disaster area, thereby making federal emergency aid available for the State to supplement state, tribal, and local recovery efforts in the areas affected by the COVID-19 pandemic beginning on January 1, 2020, and continuing.

It is recommended that the City Council: (1) Review the necessity for continuing the local emergency related to the COVID-19 pandemic; and (2) Confirm the Executive Orders issued by the City Manager, acting as the Director of Emergency Services, that are reasonably related to the City's response to the COVID-19 pandemic. A copy of the Executive Orders issued by the Director of Emergency Services, to date, are attached hereto. Based on the recommendations of the Director of Emergency Services/City Manager and the Chief of Police Services, it has been determined that the need for the locally declared emergency, pursuant to Proclamation No. 2020-03-18-1, continues to exist and should not be terminated at this time.

ATTACHMENTS:

- Proclamation No. 2020-03-18-1, Declaration of Existence of a Local Emergency
- Executive Orders, Director of Emergency Services/City Manager, April 10, 2020

PROCLAMATION NO. 2020-03-18-1

A PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Laguna Hills Municipal Code Section 2-32.060 empowers the City Council (while in session), or the Director of Emergency Services (if the City Council is not in session), to declare the existence or threatened existence of a local emergency; and

WHEREAS, California Government Code Section 8550 *et seq.*, including Section 8558(c), authorizes the Director of Emergency Services to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness and in some cases death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in numerous countries, with thousands of cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States; and

WHEREAS, as of March 10, 2020, the WHO reported that, to date, 125,048 confirmed cases of COVID-19, 4,613 of which resulted in death, across 117 countries; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020, issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020, issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS, President Donald J. Trump on March 13, 2020, declared a national emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem; and

WHEREAS, on March 15, 2020, Governor Newsome requested bars and nightclubs to close, restaurants to reduce capacity by half, and all Californians aged 65 and older to self-isolate; and

WHEREAS, on March 16, 2020, President Donald J. Trump advised the public to avoid groups of more than 10 people to fight the coronavirus outbreak; and

WHEREAS, the City of Laguna Hills has the authority to impose measures to promote social distancing including, but not limited to, limitations on public events; and

WHEREAS, the City of Laguna Hills is a significantly populated city within Orange County, which is the sixth largest county in the United States; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Laguna Hills and Orange County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City of Laguna Hills and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the Director of Emergency Services has the authority to declare a local emergency as authorized by California Government Code Section 8630 and Laguna Hills Municipal Code Section 2-32.060.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED BY DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS AS FOLLOWS:

Section 1. As contemplated in the Emergency Services Act contained in California Government Code Section 8550 *et seq.*, including Section 8558(c), and Chapter 2-32 of Title 2 of the Laguna Hills Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.

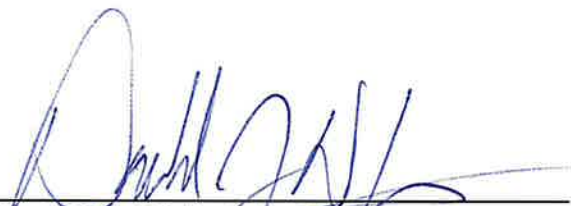
Section 2. The area of the City of Laguna Hills which is endangered/imperiled is the entire city.

Section 3. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City's Emergency Operations Plan.

Section 4. The City Council shall review and ratify this proclamation of the City Manager within **seven (7) days** as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state and local law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.

Section 5. A copy of this proclamation shall be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with state law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Laguna Hills; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 18th day of March 2020.


Donald J. White,
Director of Emergency Services/
City Manager

ATTEST:


Melissa Au-Yeung, City Clerk

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Proclamation No. 2020-03-18-1 adopted by the Director of Emergency Services of the City of Laguna Hills, California, on the 18th day of March 2020.

(SEAL)


MELISSA AU-YEUNG, CITY CLERK



CITY OF LAGUNA HILLS

City Manager

OFFICE OF THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES

Executive Orders

**Pursuant to Proclamation No. 20-03-18-01
Declaring the Existence of a Local Emergency**

RE: NOVEL CORONAVIRUS, COVID-19

Issue Date: April 10, 2020

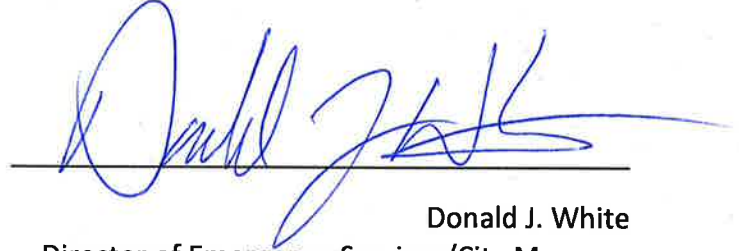
On March 18, 2020, in my capacity as the Director of Emergency Services (LHMC 2-32.060), I issued Proclamation 20-03-18-01 Declaring the Existence of a Local Emergency in response to severe public health concerns and economic impacts relating to the COVID-19 pandemic. The novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat, and States of Emergency have been declared by the County of Orange, the State of California and the federal government of the United States. On March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20, which bans gatherings, public and private, and orders residents to stay at home at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as defined, in order to mitigate the impact of COVID-19. Executive Order N-33-20 is enforceable pursuant to California law per Government Code Section 8665.

In order to comply with all applicable Public Health and Executive Orders and to protect public health in the City of Laguna Hills, the following Executive Orders are in effect until further notice:

19. This upcoming week of April 13th represents a critical week in the effort to "flatten the curve" by complying with the Governor's "Stay At Home" order. To that effect, as well as taking into account the addition of two Special Meetings during the week of April 6th and the addition of one Special Meeting tentatively scheduled for April 21, 2020, the April 14, 2020, Regular City Council meeting will be canceled. All agenda items that would

otherwise be scheduled for the April 14, 2020, City Council meeting will be rescheduled for consideration at the April 21, 2020, Special Meeting.

Additional Executive Orders may be issued at any time relating to this public health emergency. Additional Executive Orders are cumulative, and do not negate or reverse these Executive Orders contained herein unless explicitly stated.



Donald J. White
Director of Emergency Services/City Manager

Cc:

Mayor and City Council
Greg Simonian, City Attorney
Kenneth Rosenfield, Public Works Director/City Engineer
Melissa Au-Yeung, Deputy City Manager
David Reynolds, Deputy City Manager
David Chantarangsu, Community Services Director
Janice Reyes, Finance Director
Matthew Stiverson, Police Chief

Attachment: Executive Orders, Director of Emergency Services/City Manager, April 10, 2020 (2101 : Continuing Local Emergency and



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 21, 2020
TO: Mayor and Council Members
FROM: Donald J. White
City Manager
ISSUE: Resolution Designating the City Manager as an Authorized Agent of the City of Laguna Hills for Federal Emergency Management Agency Public Assistance Grants

RECOMMENDATION: That the City Council approve and adopt the California Governor's Office of Emergency Services Designation of Applicant's Agent Resolution for Non-State Agencies designating the City Manager as an authorized agent to act on behalf of the City of Laguna Hills for the purpose of obtaining public assistance grants from the Federal Emergency Management Agency

SUMMARY:

In response to the COVID-19 pandemic, the Federal Emergency Management Agency has authorized eligible government agencies to apply for public assistance funding through Category B of FEMA's Public Assistance program. To qualify for FEMA-reimbursable expenditures related to COVID-19, the City of Laguna Hills is required to adopt and submit a Designation of Applicant's Agent Resolution for Non-State Agencies (Cal OES Form 130) to the California Governor's Office of Emergency Services (Cal OES). Therefore, staff recommends that the City Council adopt the Resolution designating the City Manager as an authorized agent to act on behalf of the City of Laguna Hills for the purpose of obtaining Public Assistance grants from FEMA.

BACKGROUND:

On March 22, 2020, President Trump issued a Major Disaster Declaration for the State of California due to the COVID-19 pandemic. The Major Disaster Declaration makes

Resolution Designating the City Manager as Authorized Agent for the City

April 21, 2020

Page 2

federal funding available to state, tribal and local governments for emergency protective measures, including direct federal assistance. In particular, the declaration authorizes FEMA to provide financial assistance to government agencies and other eligible entities under section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act).

In accordance with the Stafford Act, FEMA has directed that certain emergency proactive measures taken to respond to COVID-19 may be reimbursed under Category B of FEMA's Public Assistance program. FEMA assistance will be provided at a 75 percent federal cost share for the following activities:

1. Management, control and reduction of immediate threats to public health and safety:

- Emergency Operation Center costs
- Training specific to the declared event
- Disinfection of eligible public facilities
- Technical assistance to state, tribal, territorial or local governments on emergency management and control of immediate threats to public health and safety

2. Emergency medical care:

- Non-deferrable medical treatment of infected persons in a shelter or temporary medical facility
- Related medical facility services and supplies
- Temporary medical facilities and/or enhanced medical/hospital capacity (for treatment when existing facilities are reasonably forecasted to become overloaded in the near term and cannot accommodate the patient load or to quarantine potentially infected persons)
- Use of specialized medical equipment
- Medical waste disposal
- Emergency medical transport

Resolution Designating the City Manager as Authorized Agent for the City

April 21, 2020

Page 3

3. **Medical sheltering (e.g. when existing facilities are reasonably forecasted to become overloaded in the near future and cannot accommodate needs)**

- All sheltering must be conducted in accordance with standards and/or guidance approved by HHS/CDC and must be implemented in a manner that incorporates social distancing measures
 - Non-congregate medical sheltering is subject to prior approval by FEMA and is limited to that which is reasonable and necessary to address the public health needs of the event, is pursuant to the direction of appropriate public health officials and does not extend beyond the duration of the Public Health Emergency.
4. Household pet sheltering and containment actions related to household pets in accordance with CDC guideline.
 5. Purchase and distribution of food, water, ice, medicine, and other consumable supplies, to include personal protective equipment and hazardous material suits movement of supplies and persons.
 6. Security and law enforcement
 7. Communications of general health and safety information to the public.
 8. Search and rescue to locate and recover members of the population requiring assistance.
 9. Reimbursement for state, tribe, territory and/or local government force account overtime costs.

However, in order to be eligible for FEMA Public Assistance grants, the City of Laguna Hills is required to adopt and submit a Designation of Applicant's Agent Resolution for Non-State Agencies (Cal OES Form 130) to Cal OES. City personnel listed as designated agents on Cal OES Form 130 are authorized to act on behalf of the City of Laguna Hills for the purpose of obtaining financial assistance from FEMA. The attached Resolution designates the City Manager as an authorized agent for the City of Laguna Hills for a period of three (3) years. Staff recommends that the City Council adopt the Resolution designating the City Manager as an authorized agent of the City of Laguna Hills for the purpose of obtaining Public Assistance grants from FEMA.

Resolution Designating the City Manager as Authorized Agent for the City
April 21, 2020
Page 4

ATTACHMENTS:

- Designation of Applicant's Agent Resolution - Cal OES Form 130

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council OF THE City of Laguna Hills
(Governing Body) (Name of Applicant)

THAT City Manager, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Laguna Hills, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Laguna Hills, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this _____ day of April, 2020

Janine Heft, Mayor

(Name and Title of Governing Body Representative)

Erica Pezold, Mayor Pro Tem

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Melissa Au-Yeung, duly appointed and City Clerk of
(Name) (Title)

the City of Laguna Hills, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the City Council of the City of Laguna Hills
(Governing Body) (Name of Applicant)

on the _____ day of April, 2020.

(Signature)

(Title)

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130 - Instructions

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted Resolution is older than three (3) years from the last date of approval, is invalid or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California. Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the Governor's Office of Emergency Services regarding grants applied for by the Applicant. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents would be entered here, not their names. This allows the document to remain valid (for 3 years) if an Authorized Agent leaves the position and is replaced by another individual in the same title. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents, and a minimum of two or more approving board members need to be listed.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member (if a person holds two positions such as City Manager and Secretary to the Board and the City Manager is to be listed as an Authorized Agent, then the same person holding the Secretary position would sign the document as Secretary to the Board (not City Manager) to eliminate "Self Certification."



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 21, 2020
TO: Mayor and Council Members
FROM: Donald J. White
City Manager
ISSUE: Recreational Facilities in City Parks

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

SUMMARY:

Staff will provide an oral report regarding this item at the City Council meeting.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 21, 2020
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services
ISSUE: Award of Contract for Community Center HVAC and Roof Replacement Project, CIP No. 513-B

RECOMMENDATION: That the City Council award the contract for Community Center HVAC and Roof Replacement Project, CIP No. 513-B to West Gate Contractor, in the low bid amount of \$348,300.000, reject all other bids, and authorize the Mayor to sign the construction contract.

SUMMARY:

In accordance with City Council authorization, bids for the subject project were opened on April 2, 2020, at which time four bids were received. The apparent low bidder, West Gate Contractor, provided the lowest bid in the amount of \$348,300.00, provided satisfactory references, has performed a very similar project for another agency including the same subcontractors, is licensed for the contemplated work, and is registered with the State Department of Industrial Relations. Award of the contract to West Gate Contractor is recommended.

BACKGROUND:

On April 2, 2020, four bids for the Community Center HVAC and Roof Replacement Project, CIP No. 513-B opened as follows:

Award of Contract for Community Center HVAC and Roof Replacement Project, CIP No. 513-B
 April 21, 2020
 Page 2

Bidder	Base Bid Amount
West Gate Contractor	\$348,300.00
Metro Builders & Engineers Group, Ltd.	\$395,707.00
Commercial Waterproofing Systems, Inc., dba ERC Roofing and Waterproofing	\$418,141.00
ABM Building Solutions, LLC.	\$456,622.00

The Engineer's Estimate for this project was \$350,000.00. The apparent low bidder, West Gate Contractor, provided the lowest Bid, provided satisfactory references, is licensed to perform the contemplated work and is registered with the State Department of Industrial Relations. Staff is also aware that the contractor and his subcontractors completed a very similar project for another agency.

The work in this project includes the removal of the existing HVAC and related roof mounted equipment, removal and replacement of flat roof areas with a thermoplastic membrane, installation of City provided HVAC equipment and related work and installation of a new thermostat system. Award of the contract to West Gate Contractor in the lowest Bid amount of \$348,300.00 is recommended and will allow the construction work to begin by the scheduled date of May 1, 2020.

FISCAL IMPACT:

The 2019-2020 Fiscal Year Capital Improvement Program Budget for this project is \$350,000.00 and was based upon the 2015 Community Center Replacement Reserves Study. A portion of this budget has already been committed to the project design and the advanced purchase of HVAC equipment in the approximate total of \$230,000. Additional funding of \$280,000 will be necessary in order to fund the construction and inspection of this project. Funding from other projects being deferred or cancelled will provide this funding. The 2019-20 Fiscal Year project General Park Repairs, CIP No. 241, in the amount of \$250,000 will be deferred as it is not feasible to implement this year and the 2020-21 Fiscal Year project Community Center Turf Renovation in the amount of \$200,000 has been determined to not be needed due to lack of soccer field use and is being cancelled. Staff will address these budget adjustments in the year-end Capital Improvement Program Budget reconciliation.

Award of Contract for Community Center HVAC and Roof Replacement Project, CIP No.
513-B
April 21, 2020
Page 3

ATTACHMENTS:

- Contract West Gate Comm Ctr HVAC and Roof Replacement CIP 513-B April 2020

CITY OF LAGUNA HILLS
CONTRACT AGREEMENT

FOR

COMMUNITY CENTER HVAC AND ROOF REPLACEMENT PROJECT

CIP 513-B

THIS CONTRACT AGREEMENT is made and entered into for the above stated project this 14th Day of April, 2020, BY AND BETWEEN THE CITY OF LAGUNA HILLS, as AGENCY, and WEST GATE CONTRACTOR as CONTRACTOR.

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold its officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any agreement, personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state or municipal law or ordinance, or other cause in connection with the acts or omissions of CONTRACTOR, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the sole or active negligence or willful misconduct of the AGENCY, its officers, employees, or agents. It is understood that the duty of the CONTRACTOR to indemnify and hold harmless includes the duty to defend and pay attorney's fees as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This defense, indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

ARTICLE VII

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

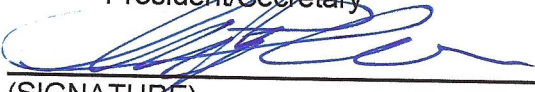
CONTRACT AGREEMENT

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

CONTRACTOR:

WEST GATE CONTRACTOR – A CALIFORNIA CORPORATION
(CORPORATE NAME-TYPE)

BY: Christopher K. Chun
President/Secretary


(SIGNATURE)

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

CITY OF LAGUNA HILLS:

Janine Heft, Mayor

ATTEST:

Melissa Au-Yeung, City Clerk

CONTRACT APPROVED AS TO FORM:

Gregory E. Simonian, City Attorney