
**CITY COUNCIL
REGULAR
MEETING**



**APRIL 12, 2011
7:00 PM**

AGENDA

L. Allan Songstad, Jr., Mayor

**Melody Carruth, Mayor Pro Tempore
Randal Bressette, Council Member**

**Barbara Kogerman, Council Member
Joel Lautenschleger, Council Member**

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: Council Member Bressette

ROLL CALL OF CITY COUNCIL MEMBERS

1. PRESENTATIONS AND PROCLAMATIONS

- 1.1 PRESENTATION FROM ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) TO THE CITY OF LAGUNA HILLS REGARDING MEASURE M (0410-65)

RECOMMENDATION: That the City Council receive a Resolution of Appreciation from OCTA for partnering with them to deliver much needed transportation solutions to Orange County Residents.

2. PUBLIC COMMENTS

This is the appropriate time for members of the public to make comments regarding items listed on the Consent Calendar and issues not listed on the Agenda. Any person wishing to address the City Council on any matter, whether or not it appears on this Agenda, is asked to complete a "Request to Speak" form available on the table at the back of the Chamber. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council. No action will be taken on any items not on the Agenda unless the City

Council makes a determination that an emergency exists or that the need to take action on the item arose subsequent to posting of the Agenda.

There will be a time limitation of three minutes per person, an overall time limit of ten minutes for any one subject, and a time limit of thirty minutes for the Public Comments portion of the Agenda.

2.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON (0930-40)

RECOMMENDATION: That the City Council receive an oral report from Laguna Hills High School Student Liaison Lyndsey Kaan.

3. MINUTES

3.1 REGULAR MEETING, MARCH 22, 2011 (0410-50)

RECOMMENDATION: That the City Council approve the City Council/Planning Agency minutes of the March 22, 2011, regular meeting.

4. CONSENT CALENDAR

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

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

RECOMMENDATION: That the City Council waive reading of Ordinances and Resolutions.

4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED APRIL 12, 2011 (0300-30)

RECOMMENDATION: That the City Council approve the Warrant Register in the amount of \$1,590,431.54.

4.3 AGREEMENT WITH THE CITY OF LAGUNA WOODS FOR THE JOINT SHARE OF THE SANTA MARIA AVENUE RECONSTRUCTION PROJECT (0400-10)

RECOMMENDATION: That the City Council approve the Agreement for the joint share of Santa Maria Avenue Reconstruction Project with the City of Laguna Woods and authorize the City Manager to execute the Agreement and the City Clerk to attest thereto.

- 4.4 ZONING TEXT AMENDMENT NO. 3-11-1891, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE ENTITLED "ZONING AND SUBDIVISIONS" INCLUDING CHAPTER 9-4 (DEFINITIONS) CHAPTER 9-42 (SIGNS AND ADVERTISING DEVICES) AND CHAPTER 9-92 (APPLICATION PROCESS AND SUBMITTAL REQUIREMENTS) TO ALLOW THE LIMITED USE OF NEON AND LIGHT-EMITTING DIODE (LED) SIGNS SUBJECT TO APPROVAL OF A MASTER SIGN PROGRAM (0610-15)

RECOMMENDATION: That the City Council adopt an Ordinance entitled:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE ENTITLED "ZONING AND SUBDIVISIONS" INCLUDING CHAPTER 9-4 (DEFINITIONS) CHAPTER 9-42 (SIGNS AND ADVERTISING DEVICES) AND CHAPTER 9-92 (APPLICATION PROCESS AND SUBMITTAL REQUIREMENTS) TO ALLOW THE LIMITED USE OF NEON AND LIGHT-EMITTING DIODE (LED) SIGNS SUBJECT TO APPROVAL OF A MASTER SIGN PROGRAM.

- 4.5 PROGRESS PAYMENT NO. 7, FINAL, FOR ALICIA PARKWAY TRAFFIC SIGNAL SYNCHRONIZATION PROJECT, CIP NO. 173, AND LA PAZ ROAD TRAFFIC SIGNAL SYNCHRONIZATION PROJECT, CIP NO. 174 (0400-10)

RECOMMENDATION: That the City Council approve Contract Change Order No. 2 and Progress Payment No. 7, Final, in the net amount of \$37,842.53, to Steiny and Company, Inc., for Alicia Parkway Traffic Signal Synchronization Project, CIP No. 173, and La Paz Road Traffic Signal Synchronization Project, CIP No. 174, and authorize the filing of the Notice of Completion and subsequent release of retention in 35 days, if no liens have been filed.

- 4.6 PROGRESS PAYMENT NO. 4 FOR CITYWIDE WAYFINDING SIGN PROGRAM, CIP NO. 329 (0400-10)

RECOMMENDATION: That the City Council approve Contract Change Order No. 2 and Progress Payment No. 4, in the net amount of \$7,279.74, to Green Giant Landscape, Inc., for the Citywide Wayfinding Sign Program, CIP No. 329

- 4.7 PROGRESS PAYMENT NO. 1 FOR COMMUNITY CENTER & SPORTS COMPLEX PLAYGROUND RENOVATIONS AND LIGHT REFURBISHMENT, CIP NO. 514, AND COSTEAU PARK PLAYGROUND RENOVATIONS, CIP NO. 239 (0400-10)

RECOMMENDATION: That the City Council approve Progress Payment No. 1, in the net amount of \$38,037.58, to Signature Contractors, for Community Center & Sports Complex Playground Renovations and Light Refurbishment, CIP No. 514, and Costeau Park Playground Renovations, CIP No. 239.

4.8 BUDGET AMENDMENT AND PROGRESS PAYMENT NO. 1 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159 (0400-10)

RECOMMENDATION: That the City Council:

1. Adopt a Resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING THE FISCAL YEAR 2010-2011 CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159; and

2. Approve Progress Payment No. 1 in the net amount of \$38,047.50, to Sema Construction, Inc., for the La Paz Road Widening at I-5 Improvement Project, CIP No. 159.

4.9 PROFESSIONAL SERVICES AGREEMENT WITH BUCKNAM & ASSOCIATES, INC., FOR THE UPDATE TO THE PAVEMENT MANAGEMENT PLAN (0400-10)

RECOMMENDATION: That the City Council approve the Professional Services Agreement with Bucknam & Associates, Inc., for the Pavement Management Plan Update and authorize the City Manager to execute the Agreement and the City Clerk to attest thereto.

ITEMS REMOVED FROM THE CONSENT CALENDAR

5. PLANNING AGENCY

5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

5.2 PUBLIC COMMENTS

This is the appropriate time for members of the public to make comments regarding issues not listed on the Agenda. Any person wishing to address the Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a "Request to Speak" form available on the table at the back of the Chamber. The completed form is to be submitted to the City Clerk prior to an individual being heard by the Planning Agency.

5.3 PLANNING AGENCY MINUTES

RECOMMENDATION: That the Planning Agency approve the minutes of the March 22, 2011, regular meeting as referenced in Item 3.1, beginning on Page 3.

5.4 PLANNING AGENCY PUBLIC HEARINGS

- 5.4.1. CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM/VARIANCE NO. 2-11-1877, A REQUEST BY G&M OIL COMPANY TO RECONSTRUCT THE EXISTING GAS STATION AND ADD A NEW 1,379 SQUARE FOOT CONVENIENCE STORE, LOCATED AT 23991 EL TORO ROAD IN THE VILLAGE COMMERCIAL (VC) ZONING DISTRICT (0610-55)

RECOMMENDATION: That the Planning Agency continue this agenda item to its regular meeting of April 26, 2011.

PLANNING AGENCY ADJOURNMENT**6. CITY COUNCIL PUBLIC HEARINGS**

- 6.1 URBAN VILLAGE SPECIFIC PLAN AMENDMENT (0630-50)

RECOMMENDATION: That the City Council:

1. Conduct a Public Hearing; and
2. Introduce an Ordinance entitled:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING SECTION V OF THE URBAN VILLAGE SPECIFIC PLAN RELATING TO LAND USE AND DEVELOPMENT STANDARDS TO ENSURE CONSISTENCY WITH THE GENERAL PLAN, TO IMPROVE INTERNAL CONSISTENCY, TO INCORPORATE EXISTING MIXED USE APPLICATION AND DEVELOPMENT STANDARDS, AND TO CLARIFY ASPECTS OF THE PUBLIC ART PROGRAM.

7. ADMINISTRATIVE REPORTS**7.1 City Manager****7.2 Public Services Director/City Engineer**

- 7.2.1. UPDATE OF THE CITY'S BIKEWAYS, TRAILS & OPEN SPACE MASTER PLAN (0630-10)

RECOMMENDATION: That the City Council approve the updates to the Bikeways, Trails & Open Space Master Plan.

7.3 Chief of Police Services

- 7.3.1. 2010 POLICE SERVICES ANNUAL REPORT (0260-05)

RECOMMENDATION: That the City Council receive and file the 2010 Annual Report.

7.3.2. DESIGNATION OF COUNTY ROUTE S18 AS THE ORANGE COUNTY DEPUTY SHERIFFS MEMORIAL HIGHWAY (0260-05)

RECOMMENDATION: That the City Council adopt a Resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, OFFICIALLY RECOGNIZING THE DESIGNATION OF COUNTY ROUTE S18 (EL TORO ROAD) AS THE ORANGE COUNTY DEPUTY SHERIFFS MEMORIAL HIGHWAY.

8. OTHER BUSINESS

9. MATTERS PRESENTED BY MAYOR AND COUNCIL MEMBERS

10. CLOSED SESSION

The City Council shall convene in Closed Session, in the City Hall Conference Room, to consider the following matters:

10.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9 - 1 potential case.

Reconvene in regular session in the City Council Chamber.

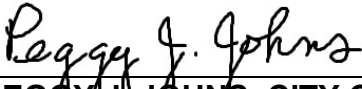
Report on whether any reportable action was taken on matters considered during Closed Session.

ADJOURNMENT

To Tuesday, April 19, 2011, at 5:00 PM, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California, for the purpose of participating in a Budget Study Session regarding the Six-Year Capital Improvement Plan and Preliminary Operating Budget. The next Regular Meeting of the City Council will be April 26, 2011, at 7:00 PM, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, PEGGY J. JOHNS, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and La Paz Center by April 8, 2011, at 5:00PM.



PEGGY J. JOHNS, CITY CLERK

April 8, 2011

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

AGENDA REPORT CITY CLERK'S DEPARTMENT

**ISSUE: PRESENTATION FROM ORANGE COUNTY TRANSPORTATION
AUTHORITY (OCTA) TO THE CITY OF LAGUNA HILLS REGARDING
MEASURE M**

SUMMARY:

Measure M is Orange County's half-cent sales tax for transportation improvements that has generated \$4 billion over the past 20 years, 32 percent of which was returned to cities for local improvements. Measure M was successfully renewed in 2006 by nearly 70 percent of the voters.

Given that the original Measure M (M1) expired in March and the start of renewed Measure M (M2) commenced in April, OCTA would like to acknowledge the accomplishments of the cities and OCTA working together over the past 20 years for Orange County residents.

Representatives from OCTA will make a presentation to the City Council which includes a Resolution of Appreciation for partnering with OCTA to deliver these much-needed transportation solutions.

**RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE A RESOLUTION OF
APPRECIATION FROM OCTA FOR PARTNERING WITH THEM TO DELIVER MUCH
NEEDED TRANSPORTATION SOLUTIONS TO ORANGE COUNTY RESIDENTS.**

**CITY OF LAGUNA HILLS, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY REGULAR MEETING
MINUTES
MARCH 22, 2011**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: Council Member Lautenschleger

ROLL CALL OF CITY COUNCIL MEMBERS:

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

STAFF PRESENT: Bruce Channing, City Manager; Donald White, Assistant City Manager; Peggy Johns, City Clerk; Greg Simonian, City Attorney; Ken Rosenfield, Public Services Director/City Engineer; Vern Jones, Community Development Director; Steve Doan, Chief of Police Services; David Reynolds, Deputy City Manager; Art Nevarez, Battalion Chief, Orange County Fire Authority; Melissa Au-Yeung, Senior Management Analyst; Dan Meehan, Community Services Superintendent; and Sandi Mogan, Deputy City Clerk.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 PRESENTATION REGARDING TRAUMA INTERVENTION PROGRAM SERVICES TO THE COMMUNITY (0400-10)

The City Council received a presentation from Wayne Fortin, Founder and CEO of TIP, and Krista Fisher, Laguna Hills' resident and TIP Volunteer, regarding Trauma Intervention Program services available to the community.

1.2 PRESENTATION FROM ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) TO THE CITY OF LAGUNA HILLS REGARDING MEASURE M (0410-65)

This item was continued to the April 12, 2011, City Council meeting.

2. PUBLIC COMMENTS

LAGUNA HILLS GRAD NIGHT FUNDRAISER (0930-40)

Meg Gorman spoke on Laguna Hills Grad Night Fund Raiser, Win-Win-Wednesday. It was the consensus of the City Council to agendaize this item for a future meeting to consider contributing matching funds from the proceeds of Win-Win-Wednesday for Laguna Hills High School Grad Night.

CITY EQUIPMENT STORAGE (0710-20)

Laura Dickson, Laguna Hills, requested that the City Council find a permanent place for City vehicles and equipment to be stored. Mrs. Dickson also suggested that the City should have a clear and concise chart for the at-a-glance compensation tables on the City's website.

ALISO CREEK EROSION (0830-70)

Jonathon Bromburg, Laguna Hills, expressed concerns regarding the erosion of Aliso Creek behind his home. Public Services Director Rosenfield indicated that he had been in contact with the County of Orange and indicated that it would take time and funding to raise the creek bed and correct the erosion issue.

DARK HORSE COMMITTEE (0120-40)

Mike Bland gave an update on the efforts on the Dark Horse 3/5 Battalion Committee.

2.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON (0930-40)

The City Council received an oral report from Laguna Hills High School Student Liaison Lyndsey Kaan.

3. MINUTES

3.1 REGULAR MEETING, MARCH 8, 2011 (0410-50)

**Motion to approve the minutes of the March 8, 2011, regular meeting by m/Mayor Pro Tempore Carruth, s/Council Member Bressette.
Approved by a vote of 5-0.**

3.2 ADJOURNED MEETING, MARCH 12, 2011 (0410-50)

**Motion to approve minutes of the March 12, 2011, adjourned regular meeting by m/Council Member Lautenschleger, s/Mayor Pro Tempore Carruth.
Approved by a vote of 5-0.**

4. CONSENT CALENDAR

Motion to approve the Consent Calendar, by m/Mayor Pro Tempore Carruth, s/Council Member Bressette.

Approved by a vote of 5-0.

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

Waived reading of Ordinances and Resolutions.

- 4.2 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED MARCH 22, 2011 (0300-30)

Approved the Warrant Register in the amount of \$661,860.91.

- 4.3 AWARD OF CONTRACT FOR AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164 (0400-10)

Waived minor bid irregularities, awarded the contract for the Avenida de la Carlota Widening Project, CIP No. 164, to the apparent low bidder, Hillcrest Contracting, in the low base bid amount of \$716,925.00, and authorized the Mayor to sign and the City Clerk to attest to the contract documents.

- 4.4 BIENNIAL BUDGET CALENDAR FY 2011-13 - REVISED MEETING SCHEDULE (0410-37)

Approved the revised the meeting schedule for the Budget Calendar for FY 2011-13.

5. PLANNING AGENCY

Mayor Songstad recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:46 PM.

- 5.1 ROLL CALL OF PLANNING AGENCY MEMBERS

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

5.2 PUBLIC COMMENTS

There were no Public Comments.

5.3 MINUTES OF THE MARCH 8, 2011, REGULAR MEETING (0120-10)

Motion to approve the minutes of the March 8, 2011, regular meeting as referenced in Item 3.1, starting on Page 3, by m/Agency Member Lautenschleger, s/Vice Chair Carruth.

Approved by a vote of 5-0.

5.4 PLANNING AGENCY PUBLIC HEARINGS

5.4.1. EXTENSION OF TIME NO. 2-11-1889 TO SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM NO. 2008-024 - THE COURTYARD AT LA PAZ CENTER LOCATED AT 25232-25342 MCINTYRE STREET (0600-30)

Chair Songstad opened the Public Hearing and upon seeing no one rise, closed the Public Hearing.

Motion to adopt Resolution No. PA2011-3-22-1, A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Extension of Time No. 2-11-1889, to Site Development Permit/Master Sign Program No. 2008-024, a request from La Paz Center, L.P., for an extension of time to complete the renovation work in process at the Courtyard at La Paz Center located at 25232-25342 McIntyre Street in the Community Commercial (CC) Zoning District, by m/Agency Member Bressette, s/Vice Chair Carruth.

Adopted by a vote of 5-0.

5.5 PLANNING ADMINISTRATIVE REPORTS

5.5.1. GENERAL PLAN CONFORMITY DETERMINATION FOR AVENIDA DE LA CARLOTA WIDENING PROJECT, CIP NO. 164 (0630-05)

Motion to approve the report and find that the proposed right-of-way acquisition for the Avenida de la Carlota Widening Project, CIP No. 164, was in conformance with the City of Laguna Hills General Plan in accordance with Government Code Section 65402, by m/Vice Chair Carruth, s/Agency Member Bressette.

Approved by a vote of 5-0.

PLANNING AGENCY ADJOURNMENT

Mayor Songstad reconvened the City Council meeting at 7:54 PM. All Council Members were present.

6. CITY COUNCIL PUBLIC HEARINGS

- 6.1 ZONING TEXT AMENDMENT NO. 3-11-1891, AMENDING TITLE 9 "ZONING AND SUBDIVISIONS" OF THE LAGUNA HILLS MUNICIPAL CODE TO ALLOW THE LIMITED USE OF EXPOSED NEON AND LIGHT-EMITTING DIODE (LED) SIGNS SUBJECT TO APPROVAL OF A MSP (0610-15)

Chair Songstad opened the Public Hearing and upon seeing no one rise, closed the Public Hearing.

Motion to introduce the proposed Ordinance with the amendment to remove Code Section 9-42.240, by m/Mayor Pro Tempore Carruth, s/Council Member Bressette.

Failed by a vote 2-3 (Council Member Kogerman, Council Member Lautenschleger, and Mayor Songstad voting no).

Motion to introduce an Ordinance of the City of Laguna Hills, California, amending Title 9 "Zoning and Subdivisions" of the Laguna Hills Municipal Code to allow the limited use of exposed neon and light-emitting diode signs subject to approval of a Master Sign Program, by m/Council Member Kogerman, s/Council Member Lautenschleger.

Adopted by a vote of 3-2 (Council Member Bressette and Mayor Pro Tempore Carruth voting no.)

7. ADMINISTRATIVE REPORTS

- 7.1 City Manager

The City Manager made no reports.

- 7.2 Assistant City Manager

- 7.2.1. COMPENSATION STUDY - LABOR MARKET
RECOMMENDATIONS FROM RALPH ANDERSEN & ASSOCIATES
(0520-10)

Motion to approve the labor market recommendations from Ralph Andersen & Associates, with the amendment of the Consultant choosing two additional cities to include in the survey, by m/Council Member Kogerman, s/Mayor Pro Tempore Carruth.

Approved by a vote of 5-0.

7.2.2. CITY COUNCIL RATING OF PROPOSED MAJOR PLANS FOR THE 2011-13 BIENNIAL BUDGET (0330-40)

Public Services Director Rosenfield and Deputy City Manager Reynolds presented their Department proposed Major Plans.

Carol Meyers, Parks and Recreation Commissioner, spoke to the issue of incorporating Sheep Hills Park and informed the City Council that the Parks and Recreation Commission was in favor of the proposal.

Mayor Pro Tempore Carruth, Council Member Bressette, and Council Member Kogerman reported on their proposed Major Plans.

8. OTHER BUSINESS

8.1 COUNCIL MEMBER KOGERMAN

8.1.1. ANNUAL DETERMINATION OF CITY MANAGER GOALS AND OBJECTIVES (0400-10)

Motion to direct staff to develop a City Council Policy that requires that the City Manager's goals and objectives be established annually by the City Council by the close of the second meeting in January of each calendar year, by m/Council Member Kogerman, s/Mayor Pro Tempore Carruth.
Approved by a vote of 5-0.

8.1.2. ANNUAL DETERMINATION AND COMMUNICATION OF THE CITY'S GOALS AND OBJECTIVES (0100-30)

Motion to direct staff to develop a City Council Policy that requires the City Council to annually determine its primary goals and objectives for each fiscal year, and that once established, these goals and objectives be made public at the start of each fiscal year, with progress toward these goals to be reviewed at the first meeting of the City Council each December, by m/Council Member Kogerman, s/Council Member Bressette.

Failed by a vote of 2-3 (Council Member Lautenschleger, Mayor Pro Tempore Carruth, and Mayor Songstad voting no).

9. MATTERS PRESENTED BY MAYOR AND COUNCIL MEMBERS

COUNCIL MEMBER BRESSETTE

Council Member Bressette stated he believed that for the recently posted Public Official's Compensation Report, the at-a-glance tables were still not easy to understand.

Council Member Bressette indicated that the Valencia Education Foundation fundraiser would be held on Sunday April 3, 2011, from 2-6 PM. The fundraiser included the opportunity to bid on and win the chance to meet Dr. Phil.

MAYOR PRO TEMPORE CARRUTH

Mayor Pro Tempore Carruth indicated that for several years she had been tracking the federal application of the Juaneño Indians who were seeking tribal recognition. Ms. Carruth stated that the U.S. Bureau of Indian Affairs had denied the Juaneño Indians tribal recognition.

10. CLOSED SESSION

There was no Closed Session.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Songstad declared the meeting adjourned at 12:08 AM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

L. ALLAN SONGSTAD, JR., MAYOR

APPROVED AT MEETING OF _____

CITY OF LAGUNA HILLS
AGENDA REPORT
ADMINISTRATIVE SERVICES DEPARTMENT

ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
APRIL 12, 2011.

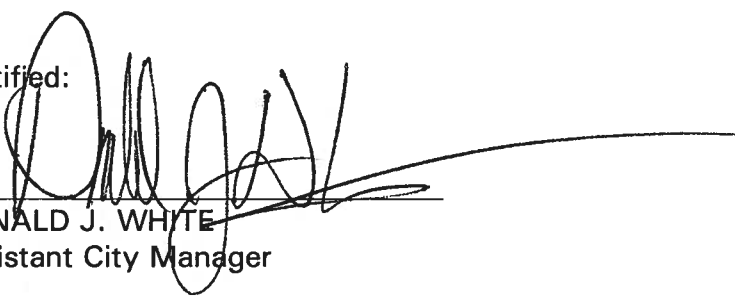
SUMMARY:

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

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:


DONALD J. WHITE
Assistant City Manager

4-7-11
DATE

FISCAL IMPACT:

The warrant register total is \$ 1,590,431.54

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER
IN THE AMOUNT OF \$ 1,590,431.54.

ATTACHMENTS:

1. **Warrant Register**

**CITY OF LAGUNA HILLS
WARRANT REGISTER
April 12, 2011**

VENDOR		DESCRIPTION	CHECK NO.	AMOUNT
PREPAID WARRANTS:				
AT&T		Communication Expense, Administrative Services Fax Line, Mar '11	8801000	\$ 83.59
AT&T MOBILITY		Wireless Access, Mar '11	8801012	33.60
CALIFORNIA DELTA MECHANICAL		Refund, Cancellation of Permit Request, CR# 41962	8800980	22.50
CHEVRON		Vehicle Fuel, Mar '11	8801021	1,752.93
EVERBANK COMMERCIAL FINANCE		Lease - Copier, City Hall, Mar '11	8801001	223.09
FIRST AMERICAN TITLE COMPANY		Public Right-of-Way Acquisition, El Toro Rd @ Carlota CIP # 164	8801002	1,104,928.00
HOME DEPOT		Program Supplies, Community Services, Mar '11	8801033	60.74
HSBC BUSINESS SOLUTIONS		Program Supplies, Community Services, Jan - Feb '11	8800981	293.59
IRVINE RANCH WATER DISTRICT		Water Usage, Parks, Feb '11	8800982	115.46
JAVED, HUMZA		Mileage Reimbursement, Public Works, Feb '11	8800983	61.71
JONES, MICHAEL H.		Refund, SDPA Fees, CR# 41914	8800984	275.00
JONES, VERN		Reimbursement, Training, Community Development, Mar '11	8800985	298.77
MEEHAN, DANIEL		Reimbursement, Training, Community Services, Mar '11	8800986	103.71
MOBILE MINI, INC.		Storage Rental Fee, Community Services, Mar '11	8800987	83.74
NEXTEL COMMUNICATION		Communication Expense, Community Services, Feb '11	8800989	153.37
OROS CONSULTING SERVICES, LLC		Professional Fees, Computer Consulting Services, Mar '11	8801054	3,932.50
RALPHS GROCERY COMPANY		Program and Operating Supplies, Community Services, Feb '11	8800990	196.64
REFUND, COMMUNITY SVCS PROGRAM		H. Choi, V# 2001900.002	8801061	45.00
REFUND, COMMUNITY SVCS PROGRAM		J. Angeli, V# 2001983.002	8801062	5.00
REFUND, COMMUNITY SVCS PROGRAM		L. Bain, V# 2001987.002	8801063	35.00
REFUND, FACILITY RENTAL DEPOSIT		Laguna Hills NJB, V# 2001964.002	8800992	550.00
REFUND, FACILITY RENTAL DEPOSIT		The Dolphin Foundation, V# 2001963.002	8800993	500.00
REFUND, FACILITY RENTAL DEPOSIT		M. Garza, V# 2001936.002	8800994	500.00
REFUND, FACILITY RENTAL DEPOSIT		Friends of Pacific School of Ballet, V# 2001958.002	8800995	500.00
REFUND, FACILITY RENTAL DEPOSIT		J. Ventura Couarneros, V# 2001971.002	8801064	500.00

**CITY OF LAGUNA HILLS
WARRANT REGISTER
April 12, 2011**

VENDOR	DESCRIPTION	CHECK	
		NO.	AMOUNT
REFUND, FACILITY RENTAL DEPOSIT	K. Moscaida, V# 2001982.002	8801065	355.00
REFUND, FACILITY RENTAL DEPOSIT	Wolverine Boys Basketball Boosters, V# 2001978.002	8801066	500.00
REFUND, FACILITY RENTAL DEPOSIT	South Coast Singers Inc., V# 2001980.002	8801067	412.50
REFUND, FACILITY RENTAL DEPOSIT	L. Vu, V# 2001975.002	8801068	250.00
REFUND, FACILITY RENTAL DEPOSIT	J. Carlos Cruz, V# 2001974.002	8801069	397.50
REFUND, VEHICLE CITATION	J. Reynolds, Citation # P0627747	8800991	50.00
SAN DIEGO GAS & ELECTRIC	Electric Usage, Traffic Control and Parks, Feb '11	8800996	100.74
SAN DIEGO GAS & ELECTRIC	Electric Usage, Community Center, Parks and Street Lights, Feb '11	8801003	22,782.82
SMART & FINAL	Program Supplies, Community Services, Feb '11	8800997	28.63
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Parks, Feb '11	8800998	9,531.93
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, Feb '11	8801004	1,002.29
THE GAS COMPANY	Gas Usage, Community Center, Feb '11	8801082	401.19
U.S. POSTAL SERVICE	Postage, Community Mailing, La Paz Widening @ I-5 Project CIP # 159	8800999	640.00
UNIVERSITY OF NORTH TEXAS	Citizens Survey	8801085	8,425.00
WAXIE SANITARY SUPPLY	Facility Maintenance, Operating Supplies, Community Center, Mar '11	8801086	384.32
Total Prepaid Warrants:			\$ 1,160,515.86

REGULAR WARRANTS:

A. C. LANDSCAPE, INC.	Water Management Services, Miscellaneous Repairs, Mar '11	8801005	\$ 136.00
ACTELIS NETWORKS, INC.	Traffic Signal Technology Equipment, Mar '11	8801006	7,463.56
ALISO MEADOWS CONDOMINIUM ASN.	Progress Payment #1, Aliso Meadows Rehabilitation Project, CDBG, Mar '11	8801007	92,302.20
ALL CITY MANAGEMENT, INC.	Crossing Guard Services, 02/27/11 - 03/12/11	8801008	3,420.00
AMTEC	Professional Fees, Arbitrage Rebate Computation	8801009	600.00
ANDERSON AUDIO VISUAL - L. P.	AV Equipment and Installation, Agenda Management and Audio Web Access, Mar '11	8801010	694.91
ASSOCIATION OF CA CITIES -OC	Meeting Expense, Administrative Services, Mar '11	8801011	165.00
ATHALYE CONSULTING ENGINEERING	Professional Fees, La Paz Widening @ I-5 CIP # 159	8801013	21,795.00

**CITY OF LAGUNA HILLS
WARRANT REGISTER
April 12, 2011**

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
BILL'S SOUND & SECURITY	Facility Maintenance, Security System, Community Center, Mar '11	8801014	208.00
BUREAU VERITAS NORTH AMERICA	Professional Fees, Costeau & Stockport Playground Renovation CIP # 239, Annual Street Maintenance CIP # 101, Sports Complex Renovations CIP # 514 & On Call Inspections, Feb '11	8801015	12,552.50
C & A ATHLETICS	Program Supplies, Community Services, Mar '11	8801016	118.43
C&D ELECTRIC, INC.	Lighting Repairs and Inspections, Parks, Mar '11	8801017	799.97
C2 REPROGRAPHICS	Printing Expense, Engineering, Mar '11	8801018	42.80
CA STATE DISBURSEMENT UNIT	Withholding Remittance, Garnishment, Mar - Apr '11	8801019	416.50
CALIFORNIA OFFICE SYSTEMS	Usage - Copier, Community Center, Mar '11	8801020	221.06
COMPLETE OFFICE OF CALIFORNIA	Office, Operating and Computer Supplies, Community Center, Mar '11	8801022	1,152.57
DATA TICKET, INC.	Processing Fee, Parking Citations, Feb '11	8801023	606.41
DUNBAR ARMORED, INC.	Courier Fee, Armored Transport, Mar '11	8801024	288.02
ELKINS, CHRISTINA	Contract Instructor Fee, Dancing Winter Session, Community Services	8801025	274.40
FEDERAL EXPRESS CORPORATION	Delivery Expense, Feb '11	8801026	23.43
GARZA, RICK	Contract Instructor Fee, Karate Winter Session, Community Services	8801027	416.50
GRC ASSOCIATES, INC.	Professional Fees, Aliso Meadows Rehabilitation Project, Feb '11	8801028	3,570.00
GREEN GIANT LANDSCAPE INC.	Progress Payment #4, North Laguna Hills Wayfinding Program CIP # 329	8801029	7,279.74
GREENSPAN, FRANCES	Contract Instructor Fee, How to Sell on eBay Winter Session, Community Services	8801030	82.60
HARTZOG & CRABILL, INC.	Professional Fees, Traffic Engineering Services, El Toro Rd @ Carlotia Street Improvements CIP # 164, Feb '11	8801031	12,380.61
HINDERLITER, DE LLAMAS & ASSOC	Professional Fees, Sales Tax Mass Appeal	8801032	750.00
INTEGRATED MEDIA SYSTEMS	Facility Maintenance, AV System, Community Center, Mar '11	8801034	330.00
IRON MOUNTAIN OFFSITE	Off Site Data Storage, Feb '11	8801035	198.34
JAMEY CLARK, INC.	Miscellaneous Park Repairs, Janitorial Services and Graffiti Removal, Dec '10 - Mar '11	8801036	6,266.86
JOE A. GONSALVES & SON	Professional Fees, Legislative Services, Mar - Apr '11	8801037	5,800.00
KONICA MINOLTA BUSINESS-CA	Microfiche Equipment Repair, Public Works, Mar '11	8801038	205.00
LASER QUEST	Program Expense, Deposit, Community Services, Aug '11	8801039	200.00

**CITY OF LAGUNA HILLS
WARRANT REGISTER
April 12, 2011**

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
LIGHTING TECHNOLOGY SERVICES, INC.	Electrical Installation, Agenda Management and Audio Web Access, Mar '11	8801040	1,049.28
LINDY OFFICE PRODUCTS	Operating Supplies, Mar '11	8801041	33.50
LUCY, STEVEN	Program Expense, Community Services, Mar '11	8801042	650.00
MARTIN LOCK & SAFE CO.	Facility Maintenance, Lock Service, Community Center, Mar '11	8801043	18.88
MEDLOCK, GEORGE	Contract Instructor Fee, Drumming Winter Session, Community Services	8801044	102.90
MONOGRAM MAGIC	Operating Supplies, Police Services, Mar '11	8801045	207.65
NATIONAL RECREATION AND PARK	Membership, Community Services, 2011	8801046	145.00
NIEVES LANDSCAPE, INC.	Other Assorted Landscape Services, Mar '11	8801047	7,320.00
NIMMO, DAVID	Contract Instructor Fee, Clog Dancing Winter Session, Community Services	8801048	98.00
OFFICE SOLUTIONS	Computer, Office and Operating Supplies, Mar '11	8801051	1,067.15
ORANGE COUNTY TREASURER	Orange County GIS Parcel Data Update, Mar '11	8801052	1,049.60
ORANGE COUNTY TREASURER	Parking Fee Surcharge, Feb '11	8801056	1,998.38
ORANGE COUNTY TREASURER	Road Maintenance, Jan '11	8801071	41,216.08
ORKIN PEST CONTROL	Facility Maintenance, Pest Control, Community Center, Mar '11	8801053	275.42
PAPER RECYCLING SPECIALISTS, INC.	Professional Fees, Recycling Program, Mar '11	8801055	50.00
PEDIATRIC CANCER RESEARCH	Event Promotional Services, 1/2 Marathon and 5K Event, Community Services, Mar '11	8801057	175.00
QUIKSILVER COURIER	Delivery Expense, Mar '11	8801058	88.92
RALPH ANDERSEN & ASSOCIATES	Professional Fees, Compensation Study - Partial Payment	8801059	2,450.00
RAM AIR ENGINEERING, INC.	Facility Maintenance, HVAC System, Community Center, Apr - Jun '11	8801060	496.00
RK ENGINEERING GROUP, INC.	Reimbursable Expense, Traffic Study, Mar '11	8801070	1,420.00
ROCKREATION CLIMBING COSTA MESA	Program Expense, Deposit, Community Services, Aug '11	8801072	50.00
RPW SERVICES, INC.	Rodent Control, Parks, Feb '11	8801073	1,560.00
SEMA CONSTRUCTION, INC.	Progress Payment #1, La Paz Widening @ I-5 CIP # 159	8801074	38,047.50
SIGNATURE CONTRACTORS	Progress Payment #1, Costeau & Stockport Playground Renovation CIP # 239 and Sports Complex Renovations CIP # 514	8801075	38,037.58
SIRE TECHNOLOGIES	Agenda Management and Audio Web Access, Project Implementation, Partial Payment	8801076	13,075.00

**CITY OF LAGUNA HILLS
WARRANT REGISTER
April 12, 2011**

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
SOUTH COAST WATERS	Facility Maintenance, Water Feature, Community Center, Mar '11	8801077	475.00
STANDARD TEL NETWORKS, LLC	Communication Maintenance Agreement, City Hall, Apr '11 - Mar '12	8801078	4,165.00
STEINY AND COMPANY, INC.	Progress Payment #7, La Paz Signal Synchronization CIP # 174	8801079	37,842.53
STUDIO TWO BLACK DIAMOND	Printing Expense, Mar '11	8801080	203.72
TECH WASH SERVICES, INC.	Graffiti Removal, Dec '10	8801081	350.00
THE RITZ COMPANIES	Janitorial and Day Porter Services, Community Center, Mar '11	8801083	5,833.00
TOMARK SPORTS, INC.	Program Supplies, Community Services, Mar '11	8801084	2,489.40
WEST COAST ARBORISTS, INC.	Tree Trimming, Feb '11	8801087	9,888.00
WILLDAN	Professional Fees, Annual Street Maintenance CIP # 101 and Plan Checking, Mar '11	8801088	5,110.00
WOODRUFF, SPRADLIN & SMART	Professional Fees, Legal Services, Feb '11	8801089	31,626.77
XEROX CORPORATION	Lease - Copier, City Hall, Mar '11	8801090	490.01
		\$	429,915.68
**WARRANT REGISTER TOTAL **			\$ 1,590,431.54

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES DEPARTMENT

**ISSUE: AGREEMENT WITH THE CITY OF LAGUNA WOODS FOR THE JOINT
 SHARE OF THE SANTA MARIA AVENUE RECONSTRUCTION
 PROJECT**

SUMMARY:

Santa Maria Avenue is an arterial highway substantially located within the City of Laguna Woods with a small portion in the City of Laguna Hills. The City of Laguna Woods has proposed a pavement rehabilitation project of this roadway and has offered the City of Laguna Hills the opportunity to join the project. Pavement rehabilitation is necessary for Santa Maria Avenue and it is cost effective for the City of Laguna Hills to join a project under the administration of the City of Laguna Woods. The attached Agreement establishes the parameters for the sharing of the costs and responsibilities of the project. The City of Laguna Woods plans to perform the construction project this spring but will allow the City of Laguna Hills to fund its portion of the work as of July 1, 2012. Approval of the Agreement is recommended.

BACKGROUND:

Santa Maria Avenue is a four-lane east-west arterial highway located between Moulton Parkway and the westerly city limits of the City of Laguna Woods (westerly of Santa Vittoria Drive). The vast majority of Santa Maria Avenue is located within the City of Laguna Woods with the northerly right-of-way line being the coincident City boundary between Laguna Hills and Laguna Woods. However, a short section of Santa Maria Avenue is located within the City of Laguna Hills from approximately Via Vista (a private street) to the edge of Santa Vittoria Park (easterly of Santa Vittoria Drive). The City of Laguna Woods has advised the City of Laguna Hills of its desire to perform a pavement rehabilitation project on this arterial highway consistent with the methods and approaches typically used by the City of Laguna Hills for similar projects. The City of Laguna Woods has offered the City of Laguna Hills the opportunity to join the project and have the Laguna Hills portion rehabilitated while the project is under the

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE AGREEMENT
FOR THE JOINT SHARE OF SANTA MARIA AVENUE RECONSTRUCTION PROJECT
WITH THE CITY OF LAGUNA WOODS AND AUTHORIZE THE CITY MANAGER TO
EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST THERETO.**

administration of the City of Laguna Woods. Staff is supportive of this approach and finds it to be a cost effective method to improve a short length of arterial highway pavement within a larger project. A Cooperative Agreement, attached, has been prepared to offer the City of Laguna Hills the opportunity to join within the project. The Agreement has been reviewed by the City Engineer and the City Attorney.

The City of Laguna Woods intends to perform the Santa Maria Avenue Reconstruction Project during spring 2011. However, because the project was not known to the City of Laguna Hills before this time, the City of Laguna Woods is providing an opportunity for the City of Laguna Hills to fund the project in Fiscal Year 2012-2013, approximately 15 months from now. Approval of the Agreement is recommended.

FISCAL IMPACT:

The Santa Maria Avenue Reconstruction Project has an estimated cost impact to the City of Laguna Hills of \$199,500. Funds for this project are being proposed in the next Capital Improvement Program Budget with funding provided in the Fiscal Year 2012-2013 Budget.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE AGREEMENT FOR THE JOINT SHARE OF SANTA MARIA AVENUE RECONSTRUCTION PROJECT WITH THE CITY OF LAGUNA WOODS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST THERETO.

ATTACHMENTS:

- Agreement

**AGREEMENT FOR THE
JOINT SHARE OF
SANTA MARIA AVENUE RECONSTRUCTION PROJECT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between the CITY OF LAGUNA WOODS, a municipal corporation of the State of California, hereinafter referred to as "LAGUNA WOODS," and the CITY OF LAGUNA HILLS, a municipal corporation of the State of California, hereinafter referred to as "LAGUNA HILLS."

WHEREAS, LAGUNA WOODS and LAGUNA HILLS desire to rehabilitate and reconstruct Santa Maria Avenue, which street is partially located in LAGUNA WOODS and partially in LAGUNA HILLS, hereinafter referred to as the "Santa Maria Avenue Reconstruction Project" or "PROJECT;" and

WHEREAS, LAGUNA WOODS and LAGUNA HILLS desire to acknowledge that costs for the design and construction of the PROJECT will be shared by LAGUNA WOODS and LAGUNA HILLS and funded through a combination of Measure M, state Proposition 1B, Traffic Congestion Relief and local funds; and

WHEREAS, LAGUNA HILLS agrees that LAGUNA WOODS should act as lead agency for environmental clearance, design, engineering and administration of the construction contract for project efficiency; and

WHEREAS, LAGUNA HILLS and LAGUNA WOODS wish to define areas of responsibility for design, engineering and construction of the PROJECT;

NOW THEREFORE, IT IS AGREED by the parties as follows:

- A. LAGUNA WOODS shall be designated as Lead Agency for environmental clearance, design, engineering, procurement and PROJECT construction.
- B. LAGUNA WOODS will design the PROJECT and prepare construction documents, including, but not limited to, plans, specifications and procurement documents and shall obtain the LAGUNA HILLS City Engineer's approval of the Plans and Specifications for all facilities to be constructed in LAGUNA HILLS (hereinafter, the "LAGUNA HILLS portion"). LAGUNA HILLS shall provide, at no cost to LAGUNA WOODS, any LAGUNA HILLS permits required for PROJECT.
- C. LAGUNA WOODS is designated as Project Engineer, Contracting and Construction Agent, hereinafter referred to as "ENGINEER," for the parties to do and perform all things necessary in order to construct PROJECT in accordance with the approved plans and specifications and to execute and deliver all documents required in connection with the construction and completion of PROJECT, including its Notice of Completion and final accounting report.

- D. LAGUNA WOODS and LAGUNA HILLS shall share in the total cost of the PROJECT by providing funds as necessary to complete the PROJECT. The estimated total cost for PROJECT is \$ 819,000.00. LAGUNA WOODS and LAGUNA HILLS shall pay a pro rata share of total contracted construction costs, including design and construction engineering costs, based upon the percentage of the cost of improvements incurred for work done within each city's respective city limits. The LAGUNA HILLS pro-rata share of the total PROJECT cost is estimated to be \$ 199,500.00.
- E. LAGUNA WOODS shall require its contractor to name LAGUNA HILLS, its elected officials, officers and employees as additional insureds and to indemnify LAGUNA HILLS, its elected officials, officers and employees for the contractor's negligence and willful misconduct.
- F. LAGUNA WOODS shall obtain the written concurrence of the LAGUNA HILLS' City Engineer or his designee, hereinafter referred to as LAGUNA HILLS ENGINEER, for any contract change order (CCO) of PROJECT, including cost overruns of PROJECT, which would affect the PROJECT pro-rata share of costs..
- G. Prior to accepting improvements under the contract for PROJECT, LAGUNA WOODS shall obtain LAGUNA HILLS ENGINEER's written approval of the construction as it affects the operation and maintenance of PROJECT within the LAGUNA HILLS portion. Approval shall be withheld only for work not completed per the approved plans and specifications for PROJECT.
- H. LAGUNA WOODS shall furnish LAGUNA HILLS ENGINEER with one set of reproducible mylar or acetate "Record" construction drawings for PROJECT and a copy of the Notice of Completion.
- I. LAGUNA HILLS shall at all times during the progress of construction of PROJECT within the LAGUNA HILLS portion, have access to the work thereon for the purpose of inspection and, should LAGUNA HILLS ENGINEER deem any remedial measures to be necessary, LAGUNA HILLS ENGINEER shall notify LAGUNA WOODS thereof for communication to the contractor.
- J. LAGUNA HILLS shall fund any special features or changes or additions to the PROJECT outside the scope of the approve plans and specifications, including but not limited to special features or changes or additions to the design, right-of-way, construction and contract administration for the LAGUNA HILLS portion.
- K. LAGUNA HILLS shall deposit with LAGUNA WOODS the estimated costs of any special features or changes or additions as described in Section J prior to the start of the appropriate phase (design or construction). Within 120 days after filing of the Notice of Completion by LAGUNA WOODS, LAGUNA WOODS shall prepare for review and approval by LAGUNA HILLS, a final cost accounting of all PROJECT costs including any additional work performed outside the scope of the approved plans and specifications, that are the responsibility of LAGUNA HILLS. Within 60 days after

receipt of this final accounting, it shall be reviewed for approval by the LAGUNA HILLS ENGINEER. Within twelve (12) months of said approval, LAGUNA HILLS shall transfer to LAGUNA WOODS the funds representing its pro-rata share of the PROJECT's total costs.

- L. Upon approval and acceptance of the improvements by LAGUNA HILLS ENGINEER, LAGUNA HILLS shall resume maintenance responsibility for PROJECT within the LAGUNA HILLS portion.
- M. Neither party to this agreement nor any officer, agent or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other party under or in connection to any work, authority or jurisdiction delegated to such other party under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, with regard to any work authority or jurisdiction delegated to a party under this Agreement, such party shall fully indemnify, defend and hold the other party harmless from any liability imposed for injury (as defined by Government Code Section 810.8), occurring by reason of anything done or omitted to be done under or in connection with such delegated work, authority or jurisdiction. Notwithstanding and in addition to the foregoing, LAGUNA WOODS shall defend, indemnify and hold LAGUNA HILLS harmless for liability imposed by reason of a release of Hazardous Materials (as defined in the construction contract) caused by LAGUNA WOODS' sole negligence or willful misconduct in administering the construction contract. This indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364.
- N. The terms of this Agreement may be reviewed at any time by either party by supplemental Agreement based upon mutual written consent of both parties.

Cooperative Agreement
Santa Maria Avenue

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective City Managers and attested by their respective City Clerks, all thereunto duly authorized by their respective City Councils.

CITY OF LAGUNA WOODS

CITY OF LAGUNA HILLS

By: _____
Leslie A. Keane
City Manager

By: _____
Bruce E. Channing
City Manager

ATTEST:

ATTEST:

By: _____
Yolie Trippy
Deputy City Clerk

By: _____
Peggy J. Johns
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Stephen A. McEwen
City Attorney

By: _____
Gregory E. Simonian
City Attorney

CITY OF LAGUNA HILLS

AGENDA REPORT CITY CLERK'S DEPARTMENT

ISSUE: ZONING TEXT AMENDMENT NO. 3-11-1891, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE ENTITLED "ZONING AND SUBDIVISIONS" INCLUDING CHAPTER 9-4 (DEFINITIONS) CHAPTER 9-42 (SIGNS AND ADVERTISING DEVICES) AND CHAPTER 9-92 (APPLICATION PROCESS AND SUBMITTAL REQUIREMENTS) TO ALLOW THE LIMITED USE OF NEON AND LIGHT-EMITTING DIODE (LED) SIGNS SUBJECT TO APPROVAL OF A MASTER SIGN PROGRAM

SUMMARY:

At the City Council meeting of March 22, 2011, the City Council introduced an Ordinance amending the City's Development Code to allow for the limited use of exposed neon and light-emitting diode ("LED") signs, subject to approval of a Master Sign Program. There are a total of nine Code sections that will be proposed for amendment which will fully integrate LED signs, provide more flexibility for future advances in lighting and sign technology, and will promote internal consistency and clarity throughout the Code.

It is in order to adopt the Ordinance.

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE ENTITLED "ZONING AND SUBDIVISIONS" INCLUDING CHAPTER 9-4 (DEFINITIONS) CHAPTER 9-42 (SIGNS AND ADVERTISING DEVICES) AND CHAPTER 9-92 (APPLICATION PROCESS AND SUBMITTAL REQUIREMENTS) TO ALLOW THE LIMITED USE OF NEON AND LIGHT-EMITTING DIODE (LED) SIGNS SUBJECT TO APPROVAL OF A MASTER SIGN PROGRAM."

ATTACHMENTS:

- Ordinance

0480-20/110412 Rep Zoning Text Amendment.doc

ORDINANCE NO. 2011-____

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE ENTITLED "ZONING AND SUBDIVISIONS" INCLUDING CHAPTER 9-4 (DEFINITIONS) CHAPTER 9-42 (SIGNS AND ADVERTISING DEVICES) AND CHAPTER 9-92 (APPLICATION PROCESS AND SUBMITTAL REQUIREMENTS) TO ALLOW THE LIMITED USE OF NEON AND LIGHT-EMITTING DIODE (LED) SIGNS SUBJECT TO APPROVAL OF A MASTER SIGN PROGRAM.

WHEREAS, the California Constitution and Section 65800 of the California Government Code gives cities the power to adopt and administer zoning laws, ordinances, rules, and regulations; and

WHEREAS, Section 65300 of the California Government Code requires that the City adopt a comprehensive, long-term General Plan for the development of the City and any land outside the City which bears relationship to the City's planning; and

WHEREAS, Section 65860 of the California Government Code requires that zoning ordinances are consistent with the adopted General Plan; and

WHEREAS, the City of Laguna Hills was incorporated on December 20, 1991, and adopted its current General Plan on July 14, 2009, and its first Development Code on November 14, 1995; and

WHEREAS, the City General Plan contains policies, goals, and strategies that affect community growth and development; and

WHEREAS, the General Plan requires that the City develop a comprehensive approach to zoning and development review which implements the community vision statement contained in the General Plan; and

WHEREAS, the proposed amendments adopted by this Ordinance pertaining to neon and light-emitting diode signs will provide standards, guidelines, and regulations to aid the City in achieving its stated community vision (the "Amendments"); and

WHEREAS, the Amendments are the minimum provisions necessary to ensure the implementation of the community development and zoning objectives of the General Plan; and

WHEREAS, the Amendments are intended to: (a) provide reasonable regulations to enhance the public safety, health, and general welfare of the community; (b) facilitate the administration of land use policy by City staff; (c) clarify the development standards

of the community so that they are more easily understandable to the public and responsive to public desires and concerns; (d) provide design standards for developments, public or private, which enhance the aesthetics of the community and create a sense of community; and (e) implement policies and strategies of the General Plan and provide the legislative framework for consistency between the General Plan and Zoning.

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

SECTION 1. Title 9 of the City of Laguna Hills Municipal Code, "Zoning and Subdivisions" is hereby amended to incorporate the text revisions set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 2. Upon the effective date of this Ordinance, the provisions hereof shall supersede Title 9 "Zoning and Subdivisions" of the Municipal Code of the City of Laguna Hills, California, adopted on November 14, 1995.

SECTION 3. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) (it can be seen with certainty that the activity will not have a significant effect on the environment) and Section 15305 (minor alterations in land use limitations) of the CEQA Guidelines, California Code of Regulations, Title 14, Sections 15000 *et seq.*

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 12TH DAY OF APRIL, 2011.

L. ALLAN SONGSTAD, JR., MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2011- was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 22nd day of March, 2011, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 12th day of April, 2011, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

PEGGY J. JOHNS, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2011-, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE ENTITLED "ZONING AND SUBDIVISIONS" INCLUDING CHAPTER 9-4 (DEFINITIONS) CHAPTER 9-42 (SIGNS AND ADVERTISING DEVICES) AND CHAPTER 9-92 (APPLICATION PROCESS AND SUBMITTAL REQUIREMENTS) TO ALLOW THE LIMITED USE OF NEON AND LIGHT-EMITTING DIODE (LED) SIGNS SUBJECT TO APPROVAL OF A MASTER SIGN PROGRAM.

on the 25th day of March, 2011, was published in summary in The Register and on the 22nd day of April, 2011, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No.2004-05-25-1, on the 23rd day of March, 2011 and on the 13th day of April, 2011, caused to be posted in summary in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
Courtyard at La Paz Center

PEGGY J. JOHNS, CITY CLERK
Laguna Hills, California

Zoning Text Amendment No. 3-11-1891
Laguna Hills Municipal Code
Title 9 “Zoning and Subdivisions”

9-04.130 “M” definitions

“Master sign program” means a program to provide incentive, latitude, and variety in order to achieve aesthetically appealing and compatible signage for shopping and professional office centers, industrial parks and other commercial sites.

9-04.190 “S” definitions

Sign, Light Emitting Diode. “Light Emitting Diode sign” or “LED sign” means a sign consisting of one or more semiconductor diodes that emit light when a voltage is applied to it, or other similar illumination technologies.

“Sign program.” See “Master sign program.”

9-42.030 Permitted and prohibited signs.

Table 9-42.030 provides a list of permitted and prohibited signs by zone. Signs not contained in this matrix shall be considered as prohibited.

Table 9-42.030
SIGNS PERMITTED BY ZONES

Sign Type	Zones																
	E R	L D R	MLDR	MDR	HDR	OP	VC	FC	CC	MXU	NMU	C/PI	OS- 1	OS- 2	OS- 3	PC	PCR
A-frame	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Addresses	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E
Animated	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Audio	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Awning	X	X	X	X	X	P	P	P	P	P	P	X	X	X	X	X	X
Balloons (Small helium filled)	X	X	X	T	T	T	T	T	T	T	T	T	T	X	X	T	T
Banner	X	X	X	X	X	T	T	T	T	T	T	T	T	X	X	X	X
Bench	X	X	X	X	X	P	P	P	P	P	P	X	X	X	X	X	X
Billboard	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Bulletin	X	X	X	P	P	P	P	P	P	P	P	P	P	X	X	P	P

EXHIBIT A

board																	
Canopy	X	X	X	X	X	P	P	P	P	P	P	X	X	X	X	X	X
Center identification	X	X	X	X	X	P	P	P	P	P	P	X	X	X	X	X	X
Construction	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
Directional	P	P	P	P	P	P	P	P	P	P	P	P	P	X	X	P	P
Directory	X	X	X	P	P	P	P	P	P	P	P	P	P	X	X	P	P
Emergency	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E
Flag1 (nations)	E	E	E	E	E	E	E	E	E	E	E	E	E	X	X	E	E
Flashing	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Holiday decoration	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
Building identification	P	P	P	P	P	P	P	P	P	P	P	P	P	X	X	P	P
Inflatable	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LED	X	X	X	X	X	P	P	P	P	P	P	X	X	X	X	X	X
Marquee	X	X	X	X	X	P	P	P	P	P	P	P	X	X	X	X	X
Menu board	X	X	X	X	X	P	P	P	P	P	P	P	X	X	X	X	X
Monument	X	X	X	P	P	P	P	P	P	P	P	P	P	X	X	P	P
Neon	X	X	X	X	X	P	P	P	P	P	P	X	X	X	X	X	X
Noncommercial	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T
Off-site	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Pennant	X	X	X	X	X	T	T	T	T	T	T	T	X	X	X	X	X
Pole	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Political election	T	T	T	T	T	T	T	T	T	T	T	T	X	X	X	T	T
Portable	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Projecting	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Real estate	T	T	T	T	T	T	T	T	T	T	T	X	X	X	X	T	T
Riders	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Roof	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rotating	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

EXHIBIT A

Suspended	X	X	X	X	X	P	P	P	P	P	P	X	X	X	X	X	X
Temporary	T	T	T	T	T	T	T	T	T	T	T	T	T	X	X	T	T
Time & temp	X	X	X	X	X	P	P	P	P	X	X	X	X	X	X	X	X
Vehicle	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Wall	X	X	X	P	P	P	P	P	P	P	P	P	P	X	X	X	P
Window	X	X	X	X	X	P	P	P	P	P	P	X	X	X	X	X	X

1 Flags of nations, states or nonprofit, charitable or philanthropic organizations are only subject to height limits of the zone in which erected or displayed.

Notes: E = Exempt P = Permitted

T = Temporary X = Prohibited

9-42.060 Lighting requirements.

All lighting devices on signs, or providing illumination to a sign, shall not create glare, conflict with vehicular traffic, or spill-over to adjacent land uses. Except where otherwise specified, signs may be internally or externally illuminated. Internal illumination includes any source from the interior of a sign, behind letters (back lighting), channel lighting, LED or neon, incandescent or fluorescent. Exterior illumination must be focused to illuminate only the face of the sign. External lighting shall be designed so as not to reflect glare or visually disturb surrounding land uses.

Illumination shall be considered excessive when it prevents the normal perception of buildings or structures beyond or in the vicinity of the sign or when it is disruptive to residential zones or any public or private right-of-way. Internally illuminated signs which use the technique known as "push through" as well as individually illuminated channel lettering or halo lighting are preferred. Externally illuminated freestanding and monument signs are preferred. The following limitations shall apply to all lighted signs:

- A. Except for low intensity, internally illuminated directory or address signs, illuminated signs shall be prohibited in residential and open space zones.
- B. Illuminated signs located and visible within one hundred fifty (150) feet of any residential use shall not be illuminated between the hours of ten p.m. and six a.m.
- C. Sign illumination shall not result in glare being directed toward surrounding properties or upon abutting streets.
- D. Exterior lighting directed at a sign shall be shielded to insure that the light is projected only upon the sign.
- E. Flashing, twinkling, racing, rotating, or changing intensities of light value shall not be permitted on any electrical sign.
- F. The intensity of any lighted sign shall not exceed a lumen value of .5 footcandles at ten feet from the sign or a maximum of four hundred thirty (430) milliamperes cool-white radiance or as otherwise approved by a master sign program.
- G. Lighted signs shall not contain colors or symbols that create confusion or interfere with the observance of traffic safety lights or signage. (Ord. 98-8 § 2 (part): prior code § 9-25.060)

9-42.160 Master sign program required.

A master sign program shall be required in any of the following situations:

- A. For each new or remodeled center with three or more tenants on a single development site, regardless of parcelization;
- B. For any new or remodeled single enterprise which proposes any combination of signs upon the site equalling three or more signs;
- C. For any highrise building, new or existing, that proposes signage revisions;
- D. For any sign proposal that requests the use of exposed neon or LED to outline individual windows, roof lines, or buildings;
- E. For any revision to a sign program previously approved. (Ord. 98-8 § 2 (part): prior code § 9-25.160)

9-42.170 Master sign program inclusions.

An application for a site development permit shall be required for a master sign program. Approval of the site development permit shall be in accordance with Chapter 9-92 of this title.

A master sign program shall consist of the following:

- A. A comprehensive written and graphic plan depicting the relationship of the signs proposed with architectural and landscape elements of the development;
- B. A map, drawn to scale, delineating the site and denoting the area to which the sign program or modification of an existing sign program will occur;
- C. Plans, drawn to scale, including the following:
 - 1. A site plan indicating the specific location of all existing and proposed signs within the area subject to the sign program,
 - 2. Comprehensive plans depicting sign area, dimensions, colors, materials, letter style, letter height, method of illumination, and illumination intensity measured in footcandles or milliamperes for each sign type proposed for use under the plan,
 - 3. Comprehensive architectural building elevational plans depicting the proposed sign placement upon the intended elevation,
 - 4. The method of attachment for the proposed signs,
 - 5. Proposed or revised landscape plans to show corrections and or improvements related to the sign program;
- D. The written portion of the plan shall identify special criteria and design issues that are different than standard sign criteria. Signs prohibited by this chapter shall be prohibited within sign programs as well;
- E. Special sign varieties such as small helium filled balloons, pennants, flags, and banners may be approved as permanent signage under the master sign program. (Ord. 98-8 § 2 (part): prior code § 9-25.170)

9-42.240 Light Emitting Diode and Neon signs.

This section applies to exposed neon signs whose housing or structure had not been permanently affixed to its intended premises by November 13, 1998 and to the use of exposed LED, or similar lighting technology, in a manner that constitutes a sign. The use of exposed neon or LED will be considered on a limited basis subject to the issuance of a sign permit. The use of exposed neon or LED signs shall be evaluated against the following criteria:

- A. The use of exposed neon or LED signs shall be permitted only in commercial districts. Further, the use of exposed neon or LED signs shall be prohibited if located and visible within one hundred fifty (150) feet of any residentially zoned property.
- B. The use of exposed neon or LED to outline individual windows, roof lines or buildings is permitted subject to approval of a master sign program.
- C. Signage shall be compatible with other signs displayed for the business and building, through the use of similar colors and design styles.
- D. The use of colors that are complimentary to the building design is encouraged. Brighter colors of the spectrum should be avoided, or utilized on a limited basis. The colors white or clear are preferred.
- E. Signage shall be designed to enhance a stylistic architectural theme, or create a unique quality or character that distinguishes a business in a manner that is compatible with the overall community character.
- F. Exposed neon or LED lettering styles should be consistent with the style of any other sign lettering associated with the business. (Ord. 98-8 § 2 (part): prior code § 9-25.240)

9-92.030 Applications.

Applications submitted pursuant to this code are listed in Table 9-92.030. The table also shows general information related to the various applications.

Any permit or project approved according to this code may be revoked or suspended in the same manner in which it was approved upon conduct of required review and/or hearing to consider revocation or suspension.

Each review and hearing body has the right to approve, approve with conditions or deny any development permit. Decisions of the Community Development Director are appealable to the Planning Agency. Decisions shall be final ten calendar days after the hearing date unless appealed.

Table 9-92.030
APPLICATION INFORMATION

Application Type	Notice Required	Radius Map Distance	Review Body	How Adopted/Granted
Accessory living quarters/second unit housing	No	N/A	CDD	Letter
Appeal	Yes	300' by state law	PA	Resolution
Certificate of compliance	See subdivision			

EXHIBIT A

	code			
Certificate of use and occupancy	No	N/A	BO CDD	Sign-off on building permit
Changed plan	No	N/A	CDD	Letter
Conditional use permit	Yes	300'	PA	Resolution
Conditional use permit for large family day care facilities	Yes	100'	CDD PA (if hearing requested)	Letter Resolution
Development agreement	Yes	300'	CC	Ordinance
Development code amendment	Yes	300' when map change involved	CC	Ordinance
Extension of time (maps)	See subdivision code			
Extension of time (zoning)	Yes	300'	PA	Resolution
General plan amendment:				
Major	Yes	300'	CC	Resolution
Minor	Yes	300'	CC	Resolution
Technical	No	N/A	CDD	Memo
General plan interpretation	No	N/A	PA	Letter or memo
Home occupation permit	No	N/A	CDD	Sign-off on home occupation permit form
Landscape plan	No	N/A	CDD	Letter
Lot line adjustment	No	N/A	CDD/CE	Letter
Parking use permit	Yes	300'	PA	Resolution
Precise plan	Yes	300'	PA	Resolution
Preliminary project review	No	N/A	CDD	Review only no decision
Master sign program				
Major	Yes	300'	PA	Resolution
Minor	No	N/A	CDD	Letter
Site development				

EXHIBIT A

permit:				
Major	Yes	300'	PA	Resolution
Minor	No	N/A	CDD	Letter
Specific plan	Yes	300'	CC	Resolution or ordinance
Specific plan amendment	Yes	300'	CC	Resolution or ordinance
Special animal permit	Yes	Abutting properties	CDD	Letter
Special use permit	Yes	300'	PA	Resolution
Temporary sign permit	No	N/A	CDD	Application form sign-off
Temporary use permit	No	N/A	CDD	Application form sign-off
Tentative parcel map			See subdivision code	
Tentative tract map			See subdivision code	
Variance	Yes	300'	PA	Resolution

Notes:

PA = Planning Agency CE = City Engineer

CC = City Council CDD = Community Development Director

BO = Building Official

N/A = Not applicable

(Ord. 2003-5 Exh. A § D; Ord. 2001-3 § 2 (part), 2001; Ord. 98-8 § 2 (part): prior code § 9-41.030)

9-92.080 Types of applications and findings.

H. Master Sign Programs. Sections 9-42.160 and 9-42.170 of this title describe the content and requirement for master sign programs. Sign plans are always evaluated in relationship with the site development permit and are an integral portion of comprehensive architectural plans for major projects. In approving a master sign program or changes to an existing program, the following findings in addition to those for a site development permit shall be made.

1. That the design and application of the sign criteria required by the development code are satisfied by the proposed sign program;
2. That the sign program provides a compatible and harmonious design between advertising, landscaping and building design.

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES DEPARTMENT

ISSUE: **PROGRESS PAYMENT NO. 7, FINAL, FOR ALICIA PARKWAY TRAFFIC SIGNAL SYNCHRONIZATION PROJECT, CIP NO. 173, AND LA PAZ ROAD TRAFFIC SIGNAL SYNCHRONIZATION PROJECT, CIP NO. 174**

SUMMARY:

Work on the Alicia Parkway Traffic Signal Synchronization Project, CIP No. 173, and the La Paz Road Traffic Signal Synchronization Project, CIP No. 174, began on May 3, 2010, and was substantially completed in November 2010. The work was performed by Steiny and Company, Inc. Following an agreement on Contract Change Order No. 2, the contractor has submitted the seventh and final 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 ten (10) percent retention is withheld from each payment to assure final performance of the work. The contractor for the project, Steiny and Company, Inc., has submitted the seventh progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
CCO No. 1	Relocate Interconnect	.10	LS	\$ 4,444.00	\$ 444.40
CCO No. 2	Various Extra Work	1	LS	\$41,602.85	\$41,602.85

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE CONTRACT CHANGE ORDER NO. 2 AND PROGRESS PAYMENT NO. 7, FINAL, IN THE NET AMOUNT OF \$37,842.53, TO STEINY AND COMPANY, INC., FOR ALICIA PARKWAY TRAFFIC SIGNAL SYNCHRONIZATION PROJECT, CIP NO. 173, AND LA PAZ ROAD TRAFFIC SIGNAL SYNCHRONIZATION PROJECT, CIP NO. 174, AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

Agenda Report
Progress Payment No. 7 for
Traffic Signal Synchronization Projects 173/174
Page 2

Total To Date	\$275,897.85	
Less Prior Billing	<u>\$233,850.60</u>	
Total This Period	\$ 42,047.25	\$42,047.25
Less 10% Retention		<u>\$(4,204.72)</u>
		\$37,842.53

This progress payment includes payment for Contract Change Order No. 2, attached. As previously described to the City Council, additional work has been required to resolve utility conflicts on La Paz Road and to complete miscellaneous extra work. The project is now complete and the filing of the Notice of Completion, attached, is recommended.

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Alicia Parkway Traffic Signal Synchronization Project, CIP No. 173, and La Paz Road Traffic Signal Synchronization Project, CIP No. 174.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE CONTRACT CHANGE ORDER NO. 2 AND PROGRESS PAYMENT NO. 7, FINAL, IN THE NET AMOUNT OF \$37,842.53, TO STEINY AND COMPANY, INC., FOR ALICIA PARKWAY TRAFFIC SIGNAL SYNCHRONIZATION PROJECT, CIP NO. 173, AND LA PAZ ROAD TRAFFIC SIGNAL SYNCHRONIZATION PROJECT, CIP NO. 174, AND AUTHORIZE THE FILING OF THE NOTICE OF COMPLETION AND SUBSEQUENT RELEASE OF RETENTION IN 35 DAYS, IF NO LIENS HAVE BEEN FILED.

ATTACHMENTS:

- Change Order No. 2
- Notice of Completion

**CITY OF LAGUNA HILLS
CONTRACT CHANGE ORDER**

CONTRACT CHANGE ORDER NO. 2

SHEET 1 OF 2 SHEETS

PROJECT: La Paz Road Traffic Signal Synchronization Project, CIP No. 174

CONTRACTOR: Steiny and Company, Inc.

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

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

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

Change requested by City Engineer

- | | |
|--|-------------|
| 1. Install pull rope in existing conduit, time & materials | \$ 906.00 |
| 2. Relocate bore pit, re-bore conduit, and repair unknown irrigation, time & materials | \$ 2,607.10 |
| 3. Re-schedule bore work due to soil conditions and sidewalk impact, time & materials | \$ 1,699.94 |
| 4. Utility confirmation pothole work, time & materials | \$ 634.13 |
| 5. 60 additional potholes to verify utilities and clear the route for conduit construction, Agreed Price | \$35,755.68 |

TOTAL INCREASE \$41,602.85

Note: This Change Order also corrects Change Order No. 1 to reflect the actual Award of Contract value of \$191,211.00 and the actual Contract Change Order No. 1 additional work, to match the final field work value of \$43,084.00.

Increase \$41,602.85

Decrease \$

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

Add 10 Working Days

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

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

SUMMARY OF CONTRACT TIME

Original Contract Date: (Notice to Proceed)	May 3, 2010
Original Contract Time:	110 work days
Original Completion Date:	October 6, 2010
Time Extension this C.O.:	10 work days
Time Extension Other:	19 work days (incl. 9 non-work days)
Revised Contract Time:	129 work days
Revised Final Completion Due Date:	November 2, 2010
Time Subject to Liquidated Damages:	- 0 -
Actual Final Completion Date:	November 2, 2010

Original Contract Price	\$191,211.00
Prev. Authorized Changes	\$ 43,084.00*
This Change (Add)	\$ 41,602.85
Amended Contract Price	\$275,897.85

*corrected value

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

Approved by:

Accepted by:

Director of Public Services

Date

Contractor

Date

Recording Requested by and
When Recorded Mail to:

Peggy J. Johns, City Clerk
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

No Fee Exempt per GC§27383

By: _____

NOTICE OF COMPLETION

Notice is hereby given that the following public improvements have been completed and accepted by the City Council of the City of Laguna Hills on April 12, 2011.

Description of Improvements

Alicia Parkway Traffic Signal Synchronization Project, CIP No. 173, and La Paz Road Traffic Signal Synchronization Project, CIP No. 174: replace video detection cameras and processors along Alicia Parkway, install signal interconnect conduit and cable on La Paz Road, and upgrade traffic signal and service cabinets.

General Location

Eight signalized intersections along Alicia Parkway and seven signalized intersections along La Paz Road.

Owner of Property Address

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

Contractor

Steiny and Company, Inc.
Mr. Richard Tesoriero, Vice President
12907 E. Garvey Avenue
Baldwin Park, CA 91706

This Notice of Completion is executed under authority of a directive from the City Council of the City of Laguna Hills.

I, Kenneth H. Rosenfield, P.E., declare under penalty of perjury that I am the City Engineer of the City of Laguna Hills, that I am familiar with the facts stated in the foregoing Notice of Completion executed for and on its behalf, and that I have read the foregoing Notice of Completion and know the contents thereof to be true.

Dated: April 12, 2011

Kenneth H. Rosenfield, P.E., Director of Public Works/City Engineer
City of Laguna Hills

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES DEPARTMENT

ISSUE: PROGRESS PAYMENT NO. 4 FOR CITYWIDE WAYFINDING SIGN PROGRAM, CIP NO. 329

SUMMARY:

Work on the Citywide Wayfinding Sign Program, CIP No. 329, began on May 1, 2008, and is being performed by Green Giant Landscape, Inc. The work was substantially completed in July 2009, with the exception of "punchlist" corrective work. All of the corrective work was completed within the last month. The City has identified the need to modify a number of sign locations as represented in the proposed Contract Change Order No. 2. The contractor has submitted the fourth payment request and approval is recommended.

BACKGROUND:

The Citywide Wayfinding Sign Program, CIP No. 329, began on May 1, 2008, and was substantially completed in July 2009, except for "punchlist" corrective work. A routine monthly action for capital improvement projects is the submission, review, and approval of the contractor's invoice. Procedurally, field staff verifies the contractor's quantities and matches them with the submitted invoice. The unit prices and total costs of the project are confirmed by the office staff and a progress payment is then processed. A ten (10) percent retention is withheld from each payment to assure final performance of the work. The contractor for the project, Green Giant Landscape, Inc., has submitted the fourth progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
1	Double-sided "01" Signs	.3	EA	\$12,662.00	\$3,798.60
1A	Convert Post to Monument	.4	EA	\$ 8,000.00	\$3,200.00
CCO#1	Extra Work - Sidewalk	.1	EA	\$10,900.00	\$1,090.00

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE CONTRACT CHANGE ORDER NO. 2 AND PROGRESS PAYMENT NO. 4, IN THE NET AMOUNT OF \$7,279.74, TO GREEN GIANT LANDSCAPE, INC., FOR THE CITYWIDE WAYFINDING SIGN PROGRAM, CIP NO. 329.

Agenda Report
Progress Payment No. 4 for CIP No. 329
Page 2

Total To Date	\$172,586.00	
Less Prior Billing	<u>\$164,497.40</u>	
Total This Period	\$ 8,088.60	\$8,088.60
Less 10% Retention		<u>\$ (808.86)</u>
		\$7,279.74

Within the past year and a half, four wayfinding signs have been damaged due to traffic collisions. Contract Change Order No. 2, attached, has been prepared to remedy the issue of wayfinding signs being damaged due to conflicts with high clearance vehicles. The Change Order will entail re-fabrication and relocation of damaged signage, removal and relocation of signage currently overhanging onto the street, sidewalk panel removal and replacement, and all necessary work related to the installation of posts. Approval of Contract Change Order No. 2 is recommended.

FISCAL IMPACT:

The Citywide Wayfinding Sign Program, CIP No. 329, was budgeted in previous fiscal years. In order to address the funding required for the current progress payment and Contract Change Order No. 2, an inter-fund transfer from CIP No. 410 to CIP No. 329, in the amount of \$28,000, is being made.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE CONTRACT CHANGE ORDER NO. 2 AND PROGRESS PAYMENT NO. 4, IN THE NET AMOUNT OF \$7,279.74, TO GREEN GIANT LANDSCAPE, INC., FOR THE CITYWIDE WAYFINDING SIGN PROGRAM, CIP NO. 329.

ATTACHMENTS:

- Contract Change Order No. 2

**CITY OF LAGUNA HILLS
CONTRACT CHANGE ORDER**

CONTRACT CHANGE ORDER NO. 2

SHEET 1 OF 3 SHEETS

PROJECT: CITYWIDE WAYFINDING SIGN PROGRAM, CIP NO. 329

CONTRACTOR: Green Giant Landscape, Inc.

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

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

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

Change requested by City Engineer

1. Sign V03.20. Fabricate a new sign and install on a new post in the sidewalk. The edge of the sign shall be 1' back of the face of curb. Unit Price \$ 2,488.00
2. Sign V03.36. Cut off existing post and install a new post. Install the existing sign on the new post. Align the edge of the sign with back of walk adjacent to the equestrian fence. Unit Price \$ 1,745.00
3. Sign V03.21. Fabricate a new sign and install on a new post in the sidewalk. The edge of the sign shall be 1' back of the face of curb. Unit Price \$ 2,488.00
4. Sign V03.35. Fabricate a new sign and install on a new post in the sidewalk. The edge of the sign shall be 1' back of the face of curb. Unit Price \$ 2,488.00
5. Sign V05.02. Fabricate a new sign and install on a new post in the sidewalk. The edge of the sign shall be 1' back of the face of curb. Unit Price \$ 2,300.00
6. Sign V03.33. Install a new post in the parkway in front of the street light pole and install the sign on the new post. The edge of the sign shall be 1' back of the face of curb. Includes concrete pad. Unit Price \$ 1,745.00
7. Sign V03.32. Install a new post in the sidewalk and install the sign on the new post. The edge of the sign shall be aligned with the back of sidewalk. Includes concrete pad. Unit Price \$ 1,745.00

SHEET 2 OF 3 SHEETS

- | | | |
|-----|---|-----------------------------|
| 8. | Sign V03.28. Install a new post in the sidewalk across the street and install the sign on the new post. The edge of the sign shall be 1' back of the face of curb. Includes concrete pad. | Unit Price \$ 1,745.00 |
| 9. | Sign V03.29. Install a new post in the sidewalk and install the sign on the new post. The edge of the sign shall be aligned with the back of sidewalk. Includes concrete pad. | Unit Price \$ 1,745.00 |
| 10. | Sign V03.26. Install a new post in the sidewalk and install the sign on the new post. The edge of the sign shall be aligned with the back of sidewalk. Includes concrete pad. | Unit Price \$ 1,745.00 |

Increase \$ 20,234.00 Decrease \$

By reason of this order the time of completion will be adjusted as follows: Add 45
Working Days

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

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

SUMMARY OF CONTRACT TIME

Original Contract Date:	May 1, 2008
Original Contract Time:	75 Days
Original Completion Date:	August 15, 2008
Time Extension this C.O.:	45 days
Total Contract Time Extension:	172
Revised Contract Time:	02/24/09
Revised Final Completion Due Date:	06/02/11
Time Subject to Liquidated Damages:	None
Actual Final Completion Date:	Pending

Original Contract Price	\$161,686.00
Prev. Authorized Changes	\$ 10,900.00
This Change (Add)	\$ 20,234.00
Amended Contract Price	\$192,820.00

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

Approved by:

Accepted by:

Director of Public Services

Date

Contractor

Date

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES DEPARTMENT

ISSUE: PROGRESS PAYMENT NO. 1 FOR COMMUNITY CENTER & SPORTS COMPLEX PLAYGROUND RENOVATIONS AND LIGHT REFURBISHMENT, CIP NO. 514, AND COSTEAU PARK PLAYGROUND RENOVATIONS, CIP NO. 239

SUMMARY:

Work on the Community Center & Sports Complex Playground Renovations and Light Refurbishment, CIP No. 514, and Costeau Park Playground Refurbishment, CIP No. 239, began on February 28, 2011, and is being performed by Signature Contractors. Work performed in February/March included mobilization, clearing and grubbing, fixture removal and reinstallation, and play equipment installation. 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 ten (10) percent retention is withheld from each payment to assure final performance of the work. The contractor for the project, Signature Contractors, has submitted the first progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
<u>Costeau Park</u>					
1	Mobilization	1	LS	\$ 5,040.00	\$ 5,040.00

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 1, IN THE NET AMOUNT OF \$38,037.58, TO SIGNATURE CONTRACTORS, FOR COMMUNITY CENTER & SPORTS COMPLEX PLAYGROUND RENOVATIONS AND LIGHT REFURBISHMENT, CIP NO. 514, AND COSTEAU PARK PLAYGROUND RENOVATIONS, CIP NO. 239.

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Progress Payment No. 1 for CIP No. 514 239
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2	Clearing & Grubbing	.333	LS	\$14,173.00	\$ 4,724.33
<u>Lighting</u>					
2-1	Mobilization	1	LS	\$ 1,120.00	\$ 1,120.00
2-2	Remove Poles/Fixtures	20	EA	\$ 492.21	\$ 9,844.21
2-3	Re-Install Poles	20	EA	\$ 162.11	\$ 3,242.10

Community Center Playground

3-1	Mobilization	1	LS	\$ 3,360.00	\$ 3,360.00
3-2	Clearing & Grubbing	.666	LS	\$ 5,600.00	\$ 3,733.34
3-6	Play Equipment Install	1	LS	\$11,200.00	\$11,200.00

Total To Date	\$42,263.98	
Less Prior Billing	<u>\$ --</u>	
Total This Period	\$42,263.98	\$42,263.98
Less 10% Retention		<u>\$(4,226.40)</u>
		\$38,037.58

FISCAL IMPACT:

The progress payment is within the Capital Improvement Program Budget for the Community Center & Sports Complex Playground Renovations and Light Refurbishment, CIP No. 514, and Costeau Park Playground Renovations, CIP No. 239.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE PROGRESS PAYMENT NO. 1, IN THE NET AMOUNT OF \$38,037.58, TO SIGNATURE CONTRACTORS, FOR COMMUNITY CENTER & SPORTS COMPLEX PLAYGROUND RENOVATIONS AND LIGHT REFURBISHMENT, CIP NO. 514, AND COSTEAU PARK PLAYGROUND RENOVATIONS, CIP NO. 239.

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES DEPARTMENT

ISSUE: BUDGET AMENDMENT AND PROGRESS PAYMENT NO. 1 FOR LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159

SUMMARY:

Work on the La Paz Road Widening at I-5 Improvement Project, CIP No. 159, began on March 1, 2011, and is being performed by SEMA Construction, Inc. Work performed in March included engineering, progress scheduling, Storm Water Pollution Prevention Plan preparation, lead compliance plan preparation, and clearing and grubbing. 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 ten (10) percent retention is withheld from each payment to assure final performance of the work. The contractor for the project, SEMA Construction, Inc., has submitted the first progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	\$	AMOUNT
1	RE Office	.20	LS	\$ 50,000.00	\$10,000.00
2	Progress Schedule	.20	LS	\$ 3,000.00	\$ 600.00
5	SWPPP Prep	.25	LS	\$ 3,000.00	\$ 750.00
17	Lead Compliance Plan	.75	LS	\$ 7,900.00	\$ 5,925.00

RECOMMENDATION: THAT THE CITY COUNCIL: (1) ADOPT A RESOLUTION ENTITLED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING THE FISCAL YEAR 2010-2011 CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159;" AND (2) APPROVE PROGRESS PAYMENT NO. 1, IN THE NET AMOUNT OF \$38,047.50, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

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Progress Payment No. 1 for CIP No. 159
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44	Clearing & Grubbing	.25	LS	\$100,000.00	\$25,000.00
	Total To Date			\$42,275.00	
	Less Prior Billing			\$ --	
	Total This Period			\$42,275.00	\$42,275.00
	Less 10% Retention				<u>\$(4,227.50)</u>
					\$38,047.50

FISCAL IMPACT:

Due to funding changes for the project which were of benefit to the City, it is necessary to amend the Fiscal Year 2010-2011 Capital Improvement Program Budget for the La Paz Road Widening at I-5 Improvement Project, CIP No. 159. The attached Resolution establishes the funding for the project and approval of the Resolution is recommended. The additional outside funding has eliminated the need for General Fund funding for the project.

RECOMMENDATION: THAT THE CITY COUNCIL: (1) ADOPT A RESOLUTION ENTITLED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING THE FISCAL YEAR 2010-2011 CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159;" AND (2) APPROVE PROGRESS PAYMENT NO. 1, IN THE NET AMOUNT OF \$38,047.50, TO SEMA CONSTRUCTION, INC., FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159.

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2011-04-12-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING THE FISCAL YEAR 2010-2011 CAPITAL IMPROVEMENT PROGRAM BUDGET FOR THE LA PAZ ROAD WIDENING AT I-5 IMPROVEMENT PROJECT, CIP NO. 159

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

WHEREAS, the City Council of the City of Laguna Hills adopted Resolution No. 2009-06-23-3 on June 23, 2009, adopting the Biennial Budget and Capital Improvement Plan and Other Appropriations for Fiscal Years 2009-2010 and 2010-2011; and

WHEREAS, , the La Paz Road Widening at I-5 Improvement Project, CIP No. 159, ("Project") was budgeted in the total amount of \$5,300,000; and

WHEREAS, the completed design of the Project resulted in a construction cost estimate in excess of \$6,000,000 as was described to the City Council in the May 11, 2010 staff report seeking authorization to advertise the project for bids; and

WHEREAS, the City sought, and was successful in acquiring, additional funding for the Project; and

WHEREAS, it is necessary to recognize the funding sources and funding allocations for the Project.

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

SECTION 1. The Capital Improvement Program Budget for Fiscal Year 2010-2011 for the La Paz Road Widening at I-5 Improvement Project shall be amended to be \$6,000,000 with the following funding sources:

Federal STP	\$4,700,000
Measure M CTFP	\$1,050,000
CARITS	\$ 110,000
Measure M GMA	\$ 100,000
County Mitigation	\$ 40,000

PASSED, APPROVED, AND ADOPTED this 12th day of April 2011.

L. ALLAN SONGSTAD, JR., MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2011-04-12-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 12th day of April 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES DEPARTMENT

ISSUE: PROFESSIONAL SERVICES AGREEMENT WITH BUCKNAM & ASSOCIATES, INC., FOR THE UPDATE TO THE PAVEMENT MANAGEMENT PLAN

SUMMARY:

Every two years, the City has been required to update its Pavement Management Plan for arterial highways to be in conformance with requirements of Measure M. The implementation of Renewed Measure M has enhanced the requirements for the update to the Pavement Management Plan to include all streets every six years and arterial highways every two intervening years. The City will need to update its Pavement Management Plan before June 30, 2011, to include all City streets for compliance with Renewed Measure M. Staff issued a Request for Proposal to four firms and received three proposals to perform this work. A staff committee reviewed the proposals and determined that the proposal presented by Bucknam & Associates, Inc., provided the best overall scope of work for the project. It is recommended that the City enter into a Professional Services Agreement with Bucknam & Associates, Inc., for the update to the Pavement Management Plan.

BACKGROUND:

The City of Laguna Hills has maintained a Pavement Management Plan since shortly after its incorporation and has updated its plan on a regular basis to provide a management tool to assist in the decision process for pavement rehabilitation projects. Measure M, which expired last month, required that the Pavement Management Plan be updated for arterial highways every two years. The Renewed Measure M, beginning April 1, 2011, requires that all City streets be included in an update every six years, including the initial update due by June 30, 2011, with the arterial highways being updated every two intervening years. In response to these requirements, staff issued a Request for Proposal to four firms to update the Pavement Management Plan.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH BUCKNAM & ASSOCIATES, INC., FOR THE PAVEMENT MANAGEMENT PLAN UPDATE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST THERETO.

On March 25, 2011, the City received proposals from three firms including: Bucknam & Associates, Inc., Nichols Consulting Engineers, and AAE, Inc. A staff committee reviewed the proposals and determined that the scope of work of Bucknam & Associates, Inc., provided the most complete scope of work for the project.

It is proposed that a Professional Services Agreement be entered into with Bucknam & Associates, Inc., attached, to cover a six-year period of Pavement Management Plan updates consisting of all streets in 2011, arterial highways in 2013, arterial highways in 2015, and all streets in 2017. The completion of the Pavement Management Plan updates will allow the City to remain eligible for receipt of Renewed Measure M Turnback Funds.

FISCAL IMPACT:

The Pavement Management Plan update is included in the current Fiscal Year Operating Budget of the Public Services Department. The fee proposal by Bucknam & Associates, Inc., for the current Fiscal Year is \$27,850.00 and is within the allocated budget.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH BUCKNAM & ASSOCIATES, INC., FOR THE PAVEMENT MANAGEMENT PLAN UPDATE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST THERETO.

ATTACHMENTS:

- Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT PAVEMENT MANAGEMENT PLAN UPDATE

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 12th day of April 2011, 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 BUCKNAM & ASSOCIATES, INC., a California Corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a consulting engineering company for the updating of the City's Pavement Management Plan (the "Plan") to include field work and software updating of the Plan to meet the requirements of the Orange County Transportation Authority and City Specifications (the "Project").

B. Consultant has submitted to City a proposal to provide professional pavement management services to City for the Project pursuant to the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.

D. City desires to retain Consultant to provide such professional services.

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. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Proposal/Scope of Work, dated March 25, 2011, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant'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 professionals in the same discipline in the

State of California. Consultant represents and maintains that it is skilled in the professional 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. Consultant 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; and, (2) the Consultant's signed, original march 25, 2011 proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents 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 of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

1.3 Compliance with Law. Consultant shall comply 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 requirements.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any services, Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant 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 Consultant to perform the Work and Services under this Agreement. Consultant 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 Consultant's performance of the Work and Services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant 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, Consultant warrants that Consultant 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 Consultant discover any latent or unknown conditions that will materially affect the performance

of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant 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 the Scope of Work or 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 Consultant, 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 Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the services specifically set forth in the Scope of Work or reasonably contemplated therein, regardless of whether the time or materials required to complete any work or service identified in the Scope of Work exceeds any time or material amounts or estimates provided therein.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation/Fees, which is attached hereto as Exhibit "B" and is incorporated herein by reference, but not exceeding the total maximum contract amount of One Hundred Thousand dollars (\$100,000.00) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "B." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Work may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Work. The maximum amount of City's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Consultant's

Services under this Agreement are completed, consultant shall nevertheless complete the Work without liability on the City's part for further payment beyond the Maximum Contract Amount.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "B"), in any month in which Consultant wishes to receive payment, no later than the tenth (10) working day of such month, Consultant shall submit to the City, in a form approved by the City's finance manager, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant 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 Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Changes in Scope. In the event any change or changes in the Scope of 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 professional fees. 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 services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

2.4 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 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 Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance (Exhibit "A").

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

3.3 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 Consultant (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 agency, including the City, if Consultant, 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 Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 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 until completion of the Services through June 30, 2017, except as otherwise provided in the Schedule of Performance (Exhibit "A") and pursuant to Section 3.2 above, unless extended by mutual written agreement of the Parties.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: Peter J. Bucknam, Project Manager. 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 Consultant and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Consultant 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 Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant 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 Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant 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. Consultant shall not contract with any other entity to perform the Services required without prior

written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant 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 Consultant. City will deal directly with and will make all payments to Consultant. 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 Consultant, 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 Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

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

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing 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 Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by an authorized insurance company and admitted in the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. **Errors and Omissions Insurance.** Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, professional liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, 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. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of comprehensive general liability insurance 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.

(1) The commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(2) Consultant either: (a) shall certify in writing to the City that Consultant is unaware of any liability claims made against Consultant, and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the commercial general liability insurer an endorsement providing that the required limits of the policy shall apply separately to occurrences during the rendition of services pursuant to this Agreement.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured

retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

- 5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of all work or services performed by Consultant pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured endorsements are not required for the professional liability and workers' compensation policies.
- 5.3.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.
- 5.3.3 Any failure by Consultant to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, 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 in this subsection, 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.
- 5.3.5 All insurance coverage and limits provided by Consultant 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.

- 5.3.6 None of the insurance coverages required herein will be in compliance with these requirements 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 Manager and approved in writing.
- 5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. 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 Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- 5.3.8 Consultant agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant 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. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.9 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.10 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

5.3.13 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement.

5.3.14 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

5.4 Verification of Coverage. Consultant shall furnish City original certificates of insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Consultant shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Consultant shall 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.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"). Such obligation to defend, hold harmless, and indemnify any of the Indemnified Parties shall not apply to the extent that such Claims are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnified Parties.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The

determination whether a Claim “may arise out of, pertain to, or relate to Indemnified Claims” shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Consultant’s indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant 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. Consultant 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. Consultant 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, Consultant agrees that if Consultant 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 Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant 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 Consultant, its employees, 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 Consultant 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. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant 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 Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant 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, Consultant shall provide City, or other agents of City, such access to Consultant'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 Consultant's performance under this Agreement. Consultant 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 Consultant 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 Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

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

B. If the City Manager, or his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant 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. Consultant 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.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.B, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant 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 Consultant 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 Consultant shall not limit Consultant'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 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. 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 Consultant, 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 Consultant 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 financial interest or the financial interest of any corporation, partnership, or association in which he is, directly or indirectly, interested in violation of any state statute or regulation. Consultant 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, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, 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 Patent and Copyright Infringement.

A. To the fullest extent permissible under law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any

such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 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. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City:

City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, California 92653
Telephone: (949) 707-2600
Facsimile: (949) 707-2633

To Consultant:

Bucknam & Associates, Inc.
Peter J. Bucknam, Vice President
30131 Town Center Drive, Suite 268
Laguna Niguel, CA 92677
Telephone: (949) 363-6461
Facsimile: (949) 363-6505
Email: Peter@Bucknam.net

10.3 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.

10.4 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.

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

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

10.7 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.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he is executing this Agreement is duly authorized and existing, (ii) he is duly authorized to execute and deliver this Agreement on behalf of the Party for which he is signing, (iii) by so executing this Agreement, the Party for which he 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 is signing is bound.

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

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[SIGNATURES ON NEXT PAGE]

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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

Bruce E. Channing
City Manager

ATTEST:

(SEAL)
PEGGY J. JOHNS,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”
BUCKNAM & ASSOCIATES, INC.

By: _____
Peter J. Bucknam, Vice President

By: _____
Secretary

** For Consultants/Contractors/Vendors that are a corporation, signature requirements are as follows:
1) One signature by the Chairman of the Board, the President, of the Vice President, and
2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.*

** For Consultants/Contractors/Vendors that are not a corporation, signature requirements are as follows: the person who has authority to bind the consultant/contractor/vendor must sign on one of the lines above.*

EXHIBIT “A”

March 25, 2011 PROPOSAL/ SCOPE OF WORK

INCLUDING

SCHEDULE OF PERFORMANCE

March 25, 2011

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

Subject: Proposal for Pavement Management Plan Update – 2011 to 2017

Dear Ken:

It is our pleasure to submit our proposal to assist the City of Laguna Hills in continuing the proactive management your Pavement Management Program (PMP). With the City seeking to move toward stronger infrastructure management methodologies through advanced pavement inspections, MicroPAVER use, Capital Improvement reporting (CIP), OCTA Measure M2 compliance and GIS development, *Bucknam & Associates* has identified a proactive and cost efficient method to assist the City in implementing a successful PMP. Our team will focus our high-end pavement management knowledge, extensive Orange County-Southern California experience and GIS/GPS technologies to optimize the City's maintenance dollars by implementing a manageable and reliable PMP methodology.

We have enclosed the requested information below for your review and consideration.

1. Cover Letter (Company Contact)
 - a. Bucknam & Associates, Inc., 30131 Town Center Drive, Suite 268
949-363-6461 (office); 949-363-6505 (fax);
 - b. Contact: Mr. Peter J. Bucknam, Project Manager; Vice President
949-363-6461 (office); 714-501-1024 (cell); email contact: peter@bucknam.net
2. Qualifications of the Consultant
3. Experience and Public Agency References
4. Project Team
5. Project Understanding / Scope of Work
6. Fee Proposal
7. Requested Forms

Our project staff can be relied upon to provide outstanding service to the City because we will provide:

- ❖ Relevant and accurate PMP services based on our ongoing work with the Orange County Transportation Authority (OCTA), Measure M & M2 compliance (**Bucknam & Associates has assisted 13 OC agencies comply with M2 in the past four months**)

BUCKNAM & ASSOCIATES INC.

30131 Town Center Drive, Suite 268, Laguna Hills, CA 92653
T. 949.363.6461 F. 949.363.6505 www.bucknam.net

- ❖ OCTA M2 compliant MicroPAVER surveying, reporting and pavement analysis for the June 30, 2011 deadline
- ❖ Local-Orange County knowledge and experience gained through our management of 50 local agency PMP's within Southern California (18 cities within Orange County); **Mr. Peter Bucknam is currently serving as Project Manager for numerous Orange County PMP projects (i.e. Laguna Niguel, Brea, Irvine, Santa Ana, Fountain Valley, Huntington Beach, Costa Mesa, Tustin, Orange, RSM, Cypress, Newport Beach, La Habra, and Westminster)** and he has personally managed over 80 PMP projects over the past thirteen years
- ❖ Project experience that ranges from turn-key PMP projects, MicroPAVER training, and GIS Intranet integration
- ❖ Cost effective management methodologies, from the project kickoff through final reporting, gained through our Project Manager's experience and use of GIS tablet-based / digital roadway imaging surveys
- ❖ Professional Engineering experience through our Principal, Mr. Steve Bucknam, P.E. who brings 40+ years of public/private local agency experience. Mr. Bucknam has served as City Engineer, Deputy City Manager, Design Engineer and Utilities Director for numerous public agencies and brings a tremendous amount of relative pavement management knowledge to this project.

As Project Manager, my goal is not just to meet the requirements of this project but establish a living document (Arterial & Local pavement CIP / **Renewed Measure M2 submittal**) that will be used throughout the term of the CIP as well as implement achievable long-term infrastructure management goals in coordination with City schedules.

By selecting *Bucknam & Associates*, the City of Laguna Hills will receive a strong, knowledgeable, innovative, and communicative team with the experience to implement a cost-effective pavement management program. Our handpicked pavement management professionals are committed to delivering quality services to the City. We have already scheduled time for your project and eagerly await our kick-off meeting with City staff and you. Mr. Peter Bucknam will represent our firm for this project and can be contacted at 949-363-6461 (work) 714-501-1024 (cell) or email at peter@bucknam.net.

Bucknam & Associates agrees with the Professional Services Agreement attached to this RFP (including the insurance requirements).

Respectfully submitted,

Bucknam & Associates



Peter J. Bucknam
Project Manager / Vice President

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Qualifications of the Consultant



Firm Profile and Qualifications

With more than thirteen years of managing change, *Bucknam & Associates (est. 1996, C-Corporation)* is committed to building stronger relationships with government organizations through frequent communication and team building. We build long-term partnerships with agencies that expect and require accuracy, efficiency, and integrity in all aspects of community services. Our experienced staff is committed to ensuring that immediate and long-term goals are met and are a top priority in the development of pavement management, infrastructure management, financial, geographic information systems (GIS), and facility management projects.

Our full-service Infrastructure Management - GIS Division provides comprehensive engineering and infrastructure management services, as well as database management, pavement / ROW field inspection services, and GIS automation and management. Our staff consists of registered civil engineers; former Director of Public Works-City Engineers and maintenance specialists who can help implement solutions based upon your specific facility/infrastructure needs and will provide assistance through each step of your project.

Our extensive professional experience includes:

Public Works Management	Intranet GIS Implementation
ADA Self-Evaluation/Transition Planning	GIS Custom Applications
GASB 34 Compliance/Reporting	Water Resources Planning
Pavement-CIP Management (PMP)	City Engineering Services
Pavement Data Conversion	Federal & State Funding Assistance
Pavement Condition Surveys	Traffic Control Device / Sign Inventory
PMS/GIS Coordination	Infrastructure Grant Assistance
Public Right-of-Way Inventories	Maintenance Management Programs
OCTA PMP M2 Compliance Reporting	Record Retention / Scanning Services
Digital Roadway Imaging / Survey	

Regarding Pavement Management Programs, our firms is currently assisting fourteen (14) Orange County agencies comply with the OCTA MicroPAVER guidelines and reporting requirements.

In addition to the extensive knowledge and experience of our infrastructure management professionals, *Bucknam & Associates* provides a broad scope of administrative, inspection, construction management, civil engineering, and GIS services to public agencies. The extensive experience of *Bucknam & Associates* staff, coupled with its service to more than 100 cities and other public agencies, assures our clients that the firm is a broad based resource with an understanding of today's infrastructure issues and knows how to provide the necessary solutions to public agencies in today's complex governmental environment.

Qualifications of the Consultant



Bucknam & Associates commits to providing its clients with personalized service. By selecting *Bucknam & Associates*, the City of Laguna Hills will receive a strong, knowledgeable, innovative, and communicative team with the experience to implement a cost-effective management program. Our handpicked management professionals are committed to delivering quality services to the City. **Our office is located in Laguna Niguel, CA.**

We bring a wealth of experience to the City through our successful track record, pavement management knowledge through application, and relationship building through trust and adherence to schedule. We look forward to working with you on your project.

Experience and Public Agency References



Relevant Project Experience

The following project experience presents our description of work, its relevance in completing similar projects for numerous other agencies, OCTA Measure M & M2 PMP experience, MicroPAVER training expertise, and the broad knowledge of our PMP project team. Our project team brings over 75 years of public/private engineering and data management experience to the City of Laguna Hills. This includes over 80 PMP projects covering turn-key projects, simply training of City staff with pavement management methods, County Measure/Proposition compliancy, financial strategies and Capital Improvement Programs.

Mr. Peter Bucknam, our Project Manager, has worked with over half the cities within Orange County regarding pavement management projects. He served as the Project Manager (with Bucknam and Associates, Inc.) for the OCTA Pavement Management Software project in 2007-08 where he interviewed all 35 Orange County agencies regarding their unique PMP needs and successfully approved MicroPAVER for County wide use.

Currently Mr. Peter Bucknam is assisting fourteen (14) Orange County agencies comply with the new OCTA Measure M2 MicroPAVER guidelines and reporting; these include Tustin, Laguna Niguel, Brea, Orange, Huntington Beach, Newport Beach, Santa Ana, Irvine, Costa Mesa, Westminster, RSM, La Habra, Cypress and Fountain Valley.

Over the past twelve years, Mr. Bucknam has worked on numerous projects similar to Laguna Hill's current PMP project. We have listed five (5) similar pavement management projects that cover the same task descriptions as listed in your RFP:

1. 2010/14 – City of Irvine, “Citywide Pavement Management Program – GIS
2. 2008/14 – John Wayne Airport (County of Orange) Pavement Management Program
3. 2010-/11 – City of Fountain Valley, “Citywide PMP Update, GIS Intranet Implementation
4. 2009/12 – City of Newport Beach, “Citywide Pavement Management Program – GIS
5. 2010-11 – City of Laguna Niguel, “Citywide Pavement Management Program – GIS
6. 2003-11 – City of Huntington Beach, “Citywide Pavement Management Program – GIS
7. 2003-11 – City of Ontario, “Citywide Pavement Management Program – GIS

Experience and Public Agency References

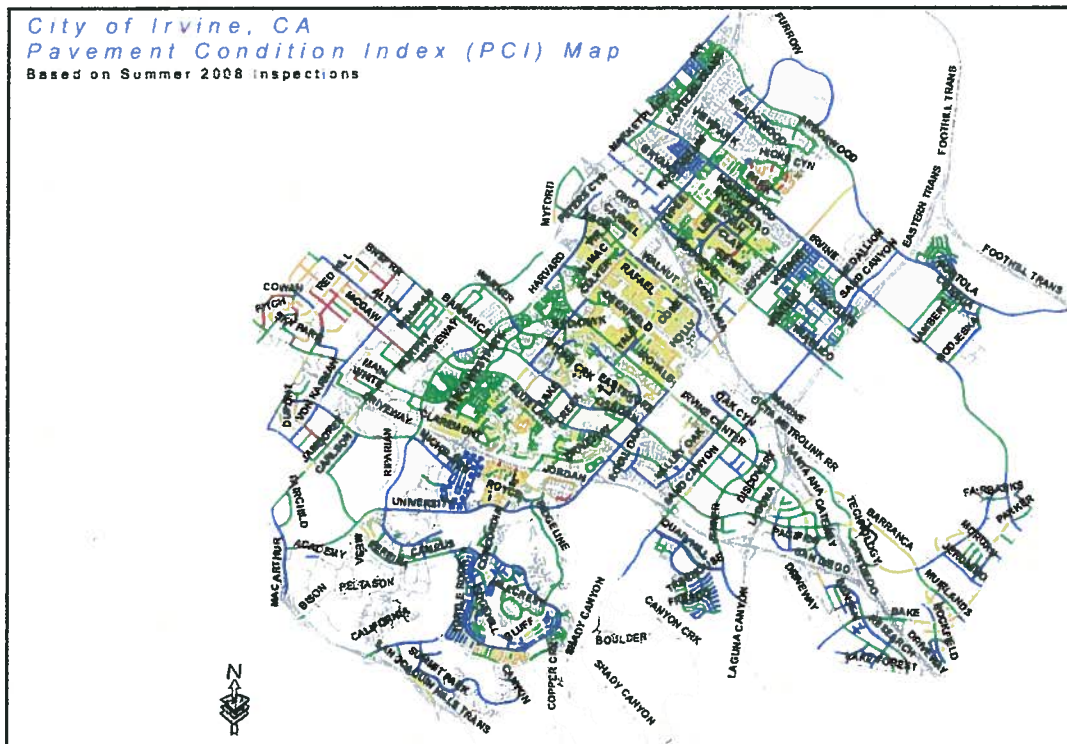


Bucknam & Associates

Citywide Pavement Management Program Update City of Irvine (2008-2014)

Mr. Joe Dillman, Public Works Street Supervisor – (949) 724-7696
6427 Oak Canyon, Irvine, CA 92618 (jdillman@ci.irvine.ca.us)

Bucknam & Associates was recently selected by the City of Irvine to perform a citywide conversion of their previous CHEC pavement software to MicroPAVER as well as perform 400 miles of pavement survey. Our staff developed a citywide capital improvement plan that proactively developed an **OCTA Measure M2 compliant** MPAH network and a local maintenance zone program that will garner the greatest return-on-investment for the City. All MicroPAVER data was be linked to the City's GIS system through the GBA Master Series software.



Based on our assessment, conversion and implementation efforts, the City contracted with our firm through fiscal year 2014 for pavement management services.

Additionally, our staff is currently performing pavement management and inspection services on all designated "off-street" bike and trail pathways, park sidewalk and facility hardscapes. Our firm will be supporting the City with PMP services through fiscal year 2013-14.

Experience and Public Agency References



John Wayne Airport (JWA), Orange County

Pavement Management Program Update – 2008 thru 2014)

Mr. Bill Mohler, A/E Project Manager – (949) 252-6013

3160 Airway Avenue, Costa Mesa, CA 92626 (bmohler@ocair.com)

Bucknam & Associates was selected by the John Wayne Airport to perform a facility-wide pavement survey which includes all PCC aprons, taxiways and AC runways. Our staff will be assessing previous MicroPAVER inspection and survey efforts that have been performed over the past six plus years as well as assist JWA staff develop a new FAA required capital improvement program through the use of MicroPAVER. Our work efforts will cover a three-year term and will additionally assist JWA staff in implementing a MicroPAVER-GIS based system to enhance the PMP.

Based on the success of our initial project, Bucknam was recently awarded a three-year extension to 2014 for PMP services.

Citywide Pavement Management Program

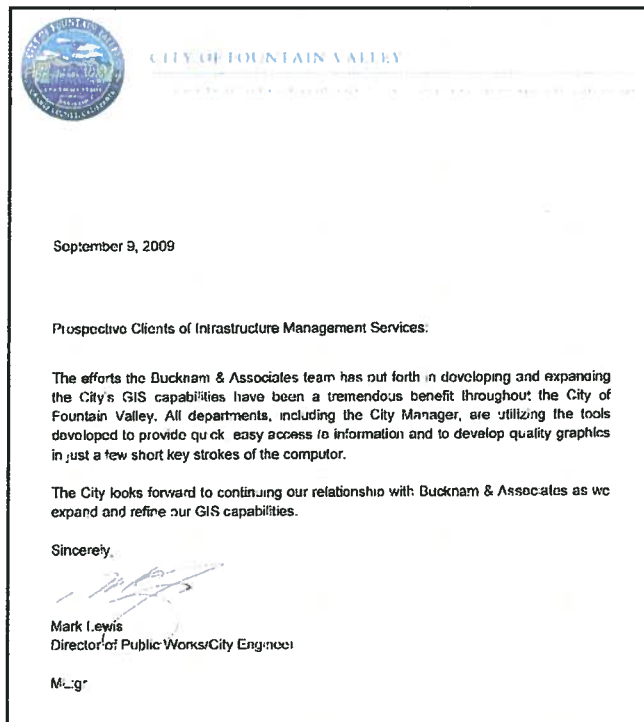
City of Fountain Valley (1998-2010)

Mr. Mark Lewis, Director of Public Works / City Engineer – (714) 593-4435

10200 Slater Avenue, Fountain Valley, CA 92708 (mark.lewis@fountainvalley.org)

Mr. Peter Bucknam has managed the City of Fountain Valley's pavement management program for over twelve (12) years and is current beginning the 2010 annual update for Arterials and Collectors for **Measure M2 compliance**. Over the twelve years Mr. Bucknam as overseen seven phases of pavement survey, built the City's Pavement-GIS layer, and assisted the City in accomplishing the overlay of more than 80% of the City's arterial network. This fiscal year, our firm is implementing an Intranet ArcIMS system to assist the City in managing its pavement, traffic, storm, sewer and water GIS data.

Our firm converted all pavement data from CarteGraph to MicroPAVER (2005) based on the use of the program from surrounding agencies and its integration into the City's GIS Intranet program.



Experience and Public Agency References



Residential maintenance zone management is now the focus of the program where our project team is performing survey, coring and the reorganization of the City's slurry/cape seal zones to create a more attainable, proactive residential maintenance program.

Additionally, this fiscal year, our staff is performing a citywide arterial and collector pavement management study, sign, catch basin, and curb marking inventory for the City.

Citywide Pavement Management Program

City of Newport Beach (2009-2012)

Mr. David Webb, City Engineer – (949) 644-3328

3300 Newport Boulevard, Newport Beach, CA 90630 (DAWebb@city.newport-beach.ca.us)

This fiscal year, following the approach that numerous other Orange County agencies are taking, Bucknam & Associates, under the project management of Mr. Peter Bucknam, assisted the City in updating its MicroPAVER pavement management program. The project also consisted of surveying all streets within the City and developing a Capital Improvement Program that was compliant with Measure M/OCTA.

All pavement management data collected during the project was linked to the City's GIS program. Our staff worked with City IT staff in implementing the most common sense PMP-GIS link that is now being utilized by Public Works staff.

The City has requested that our firm be retained for "On-Call" pavement management services to enable the City to remain proactive with OCTA Measure M changes in compliancy and reporting as well as assist the City in updating the PMP on an annual basis with inspections, data entry and general reporting. Our firm will be supporting the City with PMP services through fiscal year 2012-13.

Citywide Pavement Management Program

City of Laguna Niguel (2010-2011)

Mr. Frank Borges – (949) 362-4325

27791 La Paz Road, Laguna Niguel, CA 92677 (fborges@ci.laguna-niguel.ca.us)

Based on our recent work with OCTA, the City of Laguna Niguel contracted with Bucknam & Associates for a citywide MicroPAVER implementation and survey project. The project consisted of surveying all streets within the City and developing a Capital Improvement Program that was compliant with Measure M/OCTA as well as complimentary to the City's internal pavement goals.

All pavement management data collected during the project is being linked to the City's GIS program. Our staff worked with City IT staff in implementing the most common sense PMP-GIS link that is now being utilized by Public Works staff.

Experience and Public Agency References



The City has requested that our firm be retained for “On-Call” pavement management services to enable the City to remain proactive with OCTA Measure M2 changes in compliancy and reporting as well as assist the City in updating the PMP on an annual basis with inspections, data entry and general reporting. Our firm will be supporting the City with PMP services through fiscal year 2012.

Citywide Pavement Management Program City of Huntington Beach (2002-2011)

Dereck Livermore, Maintenance Supervisor – (714) 374-1732
2000 Main Street, P.O. Box 190, Huntington Beach, CA 92648

Moving the City to a higher level of management through GIS was the focus of the City’s pavement management efforts in 2002. Mr. Peter Bucknam was project manager and instrumental from the beginning of the project even before it was contracted. The project consisted of moving the City PMS database from a proprietary software program to a more user friendly interface, MicroPAVER, that would allow not only the engineering staff to use it but allow upper management to have the ability to request PMS data through ESRI products. Between 2002 and 2010 our firm has continued to support the City through annual inspections, reporting and GIS updates.

Our project team now continues to support the City through annual updates and is contracted this fiscal year to continue the development of the PMP program. This fiscal year we are surveying all arterials and collectors for Measure M compliance as well as 60% of the City’s residential streets. **The project also consisted of complying with Measure M under a short schedule.** The City consists of 466 miles of streets that not only had to be surveyed within two months but had to be reported on through a CIP.

Citywide Pavement Management Program City of Ontario 2003-2011

Gary Harms, Principal Civil Engineer – (909) 395-2130
303 East B Streets, Ontario, CA 91764 (gharms@ci.ontario.ca.us)

Since 2003 our staff and Project Manager have supported the City of Ontario with pavement management services. Our staff surveys over 200 miles of pavement (33% of the network) each year, and updates the City’s comprehensive five (5) year CIP to reflect current trends. Our reporting includes numerous pavement models that allow the City to select the most cost effective and common-sense approach to Ontario maintenance.

Our staff also developed a dedicated MicroPAVER-GIS link in order to display all pavement data collected during this project to be shown through CityGIS.

Our staff continues to support the City through annual PMP On-call services, inspections, and grant research.

Experience and Public Agency References



Other local agencies our project manager and staff have worked with over the past twelve years:

City of Santa Ana	City of El Segundo	City of Cathedral City
City of Temecula	City of Sierra Madre	City of Westminster
City of Burbank	City of Alhambra	City of San Clemente
City of Pico Rivera	City of Yorba Linda	City of Beverly Hills
City of Los Alamitos	City of Tustin	City of Santa Barbara
City of Stanton	City of Rancho Palos Verdes	City of Palmdale
City of Culver City	City of Moreno Valley	City of Arcadia

Project Team



Project Team – Key Staff

The *Bucknam & Associates* pavement management team's local agency expertise is demonstrated through:

- ❖ our experience of managing pavement projects over the past twelve years;
- ❖ Assisting cities comply with OCTA Renewed Measure M2 through our experience of working with 14 of OC cities regarding PMPs;
- ❖ Implementing MicroPAVER through OCTA Project Management experience
- ❖ Extensive Orange, Los Angeles, San Diego, Ventura, and Inland Empire PMP project management experience;
- ❖ our understanding of public works projects from the "city" side through City Engineer and Public Works Director experience;
- ❖ implementing a realistic, proactive and repeatable PMP methodology that matches your agencies needs and goals.

Bucknam & Associates will bring our extensive experience to the City of Laguna Hills by building upon our knowledge and understanding of your PMP goals. Mr. Bucknam's pavement team includes eight (8) dedicated, qualified managers and field technicians that have served under his management for over thirteen years on PMP projects. His team of inspectors will updated your PMP through sound Army Corps of Engineers - MicroPAVER inspection methodologies. Mr. Bucknam's experience covers the management and implementation of infrastructure management programs that exceeds 10,000 miles of pavement for more than 50 cities and 80 PMP projects.

Based on the scope of work related to this project, our team brings a tremendous amount of experience to the City of Laguna Hills regarding field and in-house training for MicroPAVER and innovative survey methodologies (i.e. Tablet-based windshield and/or automated digital roadway imaging). We bring a wealth of experience through projects, pavement application knowledge and relationship building through trust and adherence to schedule.

Bucknam & Associates Team Experience

PETER BUCKNAM, Project Manager, has managed numerous pavement management projects over the past 13 years in the Southern California region and will be the Project Manager for Laguna Hills's PMP project. Within this time he has served as project manager for fifty agencies in the Southern California. Peter is committed to the project from the receipt of the notice-to-proceed through completion and furthermore he is a certified PMS software trainer on MicroPAVER and performed numerous training sessions for local agencies. He has performed over 30 training workshops covering software's such as MicroPAVER, MTC and CarteGraph.

He brings his expertise to cities through converting, implementing, updating, and enhancing pavement management programs.

Project Team



Mr. Bucknam has spoken at numerous conferences pertaining to pavement practices, surveying, management and GIS integration as well as conducted numerous City Council pavement studies.

As the City moves into the “program management” phase for its pavement program, Mr. Bucknam brings his experience of working with individual cities for numerous years, where he has assisted cities from the onset (turn-key, data conversion) to high-end pavement management and GIS integration and County compliance. Our staff is proud of the numerous long-term, on-call PMP support contracts we continue to serve with local agencies (e.g. Irvine, Fountain Valley, Huntington Beach, Newport Beach, and Rancho Santa Margarita, Ontario, JWA).

Mr. Bucknam will bring new, fresh and proactive recommendations to this project and will identify realistic program management and financial goals to assist the City in its upcoming CIP. Our team brings proven conversion and survey methodologies that efficiently and accurately update all pavement data within the City’s PMS. The City will receive recommendations that are sound and achievable, rather than timid or unrealistic.

The City will receive a PMP that is one of the best in the County and has the potential through this phase of management.

STEVE BUCKNAM, PE, Principal-in-Charge, will be responsible for the overall performance of the project and provide quality assurance review. Mr. Steve Bucknam is a licensed Civil Engineer (LIC #20903) and will oversee all tasks for this project. Mr. Bucknam is a former Deputy City Manager for Public Works and City Engineer of Norwalk, and City Engineer in Arcadia and Pacifica, California. He has over 40 years of professional experience and has managed street maintenance, reconstruction and improvement programs. He has developed and administered Street maintenance and improvement programs in those cities as well as the City of Newport Beach where he served as Design Division head. He has extensive experience in capital program planning, pavement construction and budgeting for street improvement programs.

JAMES CRANDALL, Assistant Planner, will oversee all field surveyors for this project. His responsibilities will include surveying, quality control, maintaining the survey schedule and working with our Senior Field Technician in inputting data into the City’s pavement software. Mr. Crandall has been involved with over 46 pavement management projects within San Diego, LA and Orange counties.

CHRIS VICTORIO, Senior Field Technician, will be the lead surveyor for this project. His responsibilities will include surveying, quality control, maintaining the survey schedule and data transfer into the City’s selected pavement software. He brings a tremendous knowledge of pavement survey, construction, maintenance and support to this project. Mr. Victorio has been involved with over 46 pavement management projects in the past ten years and brings his wealth of CarteGraph, MicroPAVER, GIS and inspection experience to this project.

Project Team



JOHN ROWLES, Field Technician, will be a supportive field surveyor for this project. His responsibilities will include surveying, quality control, maintaining the survey schedule and working with our Senior Field Technician in transferring data into the City's pavement software. Mr. Retherford has been involved with over 15 pavement management projects and brings his wealth of MicroPAVER, GIS and inspection experience to this project.

PJ STAVEN, Field Technician, will be a supportive field surveyor for this project. His responsibilities will include surveying, quality control, maintaining the survey schedule and working with our Senior Field Technician in inputting data into the City's pavement software. He has been involved with over 16 pavement management projects and brings his wealth of CarteGraph, MicroPAVER, GIS and inspection experience to this project.

GREGORY BUCKNAM, Field Technician, will be a supportive field surveyor for this project. His responsibilities will include surveying, quality control, maintaining the survey schedule and working with our Senior Field Technician in inputting data into the City's pavement software. He has been involved with over 25 pavement management projects and brings his wealth of CarteGraph, MicroPAVER, GIS and inspection experience to this project.

With four technicians on this project that are trained in the Army Corps of Engineers survey methodology and available to begin work immediately; our survey schedule will be expedited.

Our team will be able to survey the entire 81 miles of pavement within 2 1/2 weeks time due to our experience, availability and man-power.

Project Team Man-Power (Time Commitment)

	Description	Principal	Project Manager	Field Technician(s)	Assistant Planner
Task 1	Project Implementation				
Task 1.1	Project Kickoff		2		
Task 1.2	Project Status Meetings - Quality Control	1	1	6	2
Task 1.3	Update Maintenance and Rehabilitation Activities		1	4	1
Task 2	Client Satisfaction				
Task 2.1	Project Deliverables	1	4		4
Task 3	Project Schedule				
Task 3.1	Work Flow / Project Schedule		2		4
Task 4	Scope of Work				
Task 4.1	Pavement Condition Survey (81 miles-Windshield)		3	116	6
Task 4.2	Maintenacne & CIP / Budgetary Analysis		10		
Task 4.3	OCTA Compliance Reports / Citywide CIP Report	1	20		4
Task 4.4	Mapping and GIS Update		6	2	24
Task 4.5	Pavement Field & Software Training		12		



Peter J. Bucknam
Director of Infrastructure Management – GIS

EDUCATION

B.A., Geography – Urban Planning, San Diego State University, 1997

PROFESSIONAL DATA

Member, American Public Works Association

Certificate of Professional Development - MicroPAVER

Chair, Transportation Committee, Inland Empire Report Card (ASCE) – 2005/06 & 2008/09

Co-Chair, Member APWA Committee for Street and Technology 2003-2011

NASSCO – Certificate, National Pipeline Assessment Certification Program (PACP)

QUALIFICATIONS / EXPERIENCE OVERVIEW

Peter Bucknam is an expert in infrastructure project management, training, planning, resource management, implementation and program management, and has over twelve years experience in the area of Geographic Information Systems and infrastructure asset management. Mr. Bucknam has managed a wide range of infrastructure project tasks including the collection and input of infrastructure survey data, preparation of Public Works capital improvement program projections and reports, infrastructure/software needs assessments, GIS/GPS data collection, data conversion and quality control.

Mr. Bucknam has performed infrastructure management services to over 50 local agencies and is currently serving as project manager for numerous pavement management programs throughout Southern California. He has personally served as project manager for eighty (80) PMP projects throughout San Diego, Orange and Los Angeles counties. He is currently working with fourteen (14) Orange County agencies regarding Measure M2 MicroPAVER compliance.

His project level and management experience covers: pavement/sidewalk management, Traffic Control Device Inventories (TCDI), GIS implementation, Traffic Signal surveys, Right-of-Way (ROW) surveys, and ADA survey/compliance. In managing over 90 infrastructure projects in the past ten years, Mr. Bucknam has used a diverse amount of software to assist local agencies implement infrastructure management programs and GASB 34. These programs include MicroPAVER, MTC, LambdaTech's GPSVision, CartéGraph, ESRI products, Crossroads, Stantec, GBA Master Series, and MapInfo.

Prior to joining *Bucknam & Associates*, Mr. Bucknam served as Director of Infrastructure Management-GIS with an Engineering consulting firm where he managed numerous public works infrastructure/ROW projects ranging from surveying, maintenance life-cycles, cost & benefit analysis, financing and construction cost estimating. This included researching, surveying, converting and implementing multiple phase pavement management projects which provided better management practices, data efficiencies and GIS functionality within local governments and maintenance facilities. In addition, he provided technical (software) support for the on-going citywide PMS projects as well as developing capital improvement plans/budgets for integrating Tablet-GIS data management functionality into future maintenance efforts.

MR. PETER BUCKNAM'S PROJECT MANAGEMENT EXPERIENCE (1997-2010)

- 2011 Pavement Management Program, City of Diamond Bar
- 2011 Pavement Management Program, City of Ontario
- 2011 Pavement Management Program, City of Tustin
- 2011-14 Pavement Management Program, John Wayne Airport
- 2011 Pavement Management Program, City of Laguna Niguel
- 2010-13 Pavement Management Update, City of Newport Beach
- 2010 Pavement Management Update, City of La Habra
- 2010 Pavement Management Update, City of Brea
- 2010 Pavement Management Update, City of Lake Elsinore
- 2010-13 Pavement Management Update, City of Irvine
- 2010 Park / Facility Sidewalk Inventory, City of Irvine
- 2010 Pavement Management Update, City of Huntington Beach
- 2010 Pavement Management Update, City of Costa Mesa
- 2010 Pavement Management Update, City of Culver City
- 2010-13 Pavement Management Update, City of RSM
- 2009 Bike Trail / Parking Lot PMP, City of Irvine
- 2009 Pavement Management Update, City of Westminster
- 2008-09 Sign Inventory / PMP Update, City of Palmdale
- 2008 Sign / TCDI Inventory – ADA Compliance Inventory, City of Palm Desert
- 2007 Public Right-of-Way Inventory, City of Santa Barbara
- 2007-08 Digital Roadway Imaging Program / ROW Inventory, City of Cypress
- 2009 Pavement Management Update, City of Brea
- 2009 Record Retention Scanning – GIS Link, City of Brea
- 2009 Pavement Management Update, City of Rosemead
- 2009 Pavement Management Update, City of Alhambra
- 2008-09 Pavement Management Update, City of Newport Beach
- 2008-09 Pavement Management Update, City of Culver City
- 2008-09 Pavement Management Update, City of Santa Ana
- 2008-09 Pavement Management Update, City of Irvine
- 2008-09 Pavement Management Update, City of Huntington Beach
- 2008 Pavement Management Support, City of Carlsbad
- 2008-09 Pavement Management Update, City of Rancho Santa Margarita
- 2008-09 Pavement Management Update, City of Pomona
- 2008-09 Pavement Management Update, City of La Habra Heights
- 2008-09 Pavement Management Update, City of Santee
- 2008-09 Pavement Management Update, City of Diamond Bar
- 2008-09 Pavement Management Update, City of Fountain Valley
- 2007-08 Pavement Management Software Program, OCTA
- 2007-09 Pavement Management Update, John Wayne Airport, County of Orange
- 2006-07 Pavement Management Update, City of Pico Rivera
- 2007-08 Pavement Management Update, City of Palmdale
- 2006-07 Pavement Management Update, City of Norwalk
- 2006-07 Pavement Management Update, City of La Habra
- 2006-07 Curb Ramp Inventory, City of La Habra
- 2006-07 Pavement Management Update, City of Sierra Madre
- 1997-07 ADA Inventory and Management Program, City of Rancho Cucamonga

- 2006-07 Pavement Management Update, City of Cypress
- 2004-07 Pavement Management Program, City of Arcadia
- 2006-07 Pavement Management Program, City of Rancho Santa Margarita
- 2006-07 Pavement Management Update, City of Huntington Beach
- 2006-07 PMP-Internet GIS Infrastructure Implementation, City of Fountain Valley
- 2006-08 Pavement Management Update, City of Alhambra
- 2005-07 Pavement Management Update, City of Ontario
- 2004-07 GIS-Pavement Management Update, City of Brea
- 2004-05 GIS-Pavement Management Update- Training, City of Orange
- 2003-07 Pavement Management Program, City of Fountain Valley
- 2005-07 Infrastructure Management, Orange County Sanitation District
- 2003-07 Pavement Management Training, City of Arcadia
- 2004-05 Pavement Management Program-GIS, City of Glendale
- 2003 Pavement Management System, City of Santee
- 2002-03 TCDI – Curb Marking Inventory, City of Santa Ana
- 2002-03 Pavement Management Program, Santa Ana
- 1998-03 Pavement Management Program, City of Fountain Valley
- 2000-03 Pavement/Sidewalk Management/GASB 34, City of Orange
- 2003 Sign Inventory, City of Rancho Santa Margarita
- 2003 Sign Inventory, City of Westminster
- 2003 Sign Inventory, City of Santa Ana
- 2002 Sign Inventory, City of Costa Mesa
- 1999-02 Asset Management System (PMS-TCDI), City of San Marcos
- 2000-01 Pavement Management Program, City of Poway
- 1997-00 Update of Pavement Management Program, City of Vista
- 2002 Sidewalk Condition Assessment, City of San Clemente
- 2000-01 Pavement Management Program, City of Cathedral City
- 2001-03 Pavement Management Program, City of Carlsbad
- 2000-03 Pavement Management Program, City of Cypress
- 2002 Sidewalk Condition Assessment, City of Cypress
- 1998-03 Pavement Management Program, City of Laguna Hills
- 2002 Sidewalk Survey, City of Laguna Hills
- 1998-02 Pavement Management Program, City of Yorba Linda
- 1998-03 Pavement Management System, City of El Segundo
- 2002 Pavement Management System, City of Burbank
- 2002-03 Pavement Management System, City of Huntington Beach
- 2001-02 Pavement Management System, City of Inglewood
- 2001-03 Pavement Management Program, City of La Mesa
- 2002 Pavement Management System, City of Lawndale
- 2001-03 Pavement Management System, City of Los Alamitos
- 2001-03 Pavement Management System, City of Moreno Valley
- 2001 Pavement Management System, City of Newport Beach
- 2003 Pavement Management System, City of Ontario
- 2003 Pavement Management System, City of Pico Rivera
- 2003 ArcIMS Implementation/GIS, City of Rancho Santa Margarita
- 2002-03 Pavement Management System, City of Temecula



C. Stephen Bucknam, Jr., P.E.

EDUCATION

B.S., Civil Engineering, Loyola University of Los Angeles, 1967

M.S., Environmental Engineering, Loyola University of Los Angeles, 1972

PROFESSIONAL DATA

Registered Professional Engineer, States of California (No.20903) and Washington (No.17310)

California State Community College Teaching Credential

Fellow, American Society of Civil Engineers

Member, Board of Directors – Urban Water Institute

Life Member, American Public Works Association

Member, Water Environment Foundation

Member, University of California Irvine, Civil & Environmental Engineering Affiliates

Honorary Member, Chi Epsilon

EXPERIENCE OVERVIEW

Over thirty seven years experience in the administration, management, planning, design and construction management of public works and development programs and projects including: water and wastewater projects, transportation, drainage, including: program management, master planning, infrastructure planning and maintenance programming, environmental studies, street, highway, alley, storm drain, water and sewer system design, rate studies, emergency planning, facilities design, groundwater studies, wells, reservoirs, site studies, pump stations, lift stations, intergovernmental negotiations and agreements, hydrology, treatment facilities, building design, grants, regulatory permitting, system appraisals, R/W negotiations, acquisitions and documentation, project management, production control, operations studies, capital improvement programming and budgeting, hydroelectric projects, underground utilities, assessment districts, surveying, mapping, legal testimony to public boards, commissions and councils, and direction of technical advisory committees to joint powers agencies and water districts.

Transportation / Streets – Highways - Traffic

Served as Contract City Engineer for the City of Arcadia responsible for long range advanced planning of the City's transportation engineering program. Directed the preparation of the City's Transportation Master Plan which identified, consistent with the City's General Plan the transportation related needs under these requirements so of AB 1600 nexus constraints.

Acted as Principal in charge over a Pacific Coast Highway (SR-1)/Newport Boulevard (SR-55) interchange, City of Newport Beach. Project involves a study of various alternatives, conventional and unconventional, for improvements to the existing interchange.

Restraints include limited right-of-way, environmental challenges (e.g., Newport channel bridge widening, "Arches" liquor store and restaurant property acquisition, and existing bridge aesthetics), and potential hazardous waste issues. Alternatives were evaluated and selected to include in the PSR. Included project coordination with various agencies and sub consultants, and oversight of concept geometries, cost estimating, and report preparation.

Conceptual study, Project Study Report, and Project Report for I-710/Firestone Boulevard interchange modification and Firestone Boulevard improvements for City of South Gate. Also involved a feasibility study which included preparation of a traffic study, conceptual plans for several types of interchanges, construction cost estimates, and preliminary Caltrans Project Study Report. Prepared ISTE National Highway System funding application for authorization and appropriation. Coordination with Caltrans District 7.

Over the past eight years, Mr. Bucknam has served as the working Principal for all pavement management related projects that Bucknam & Associates has performed. This includes projects listed below:

2011	Pavement Management Program, City of Diamond Bar
2011	Pavement Management Program, City of Ontario
2011	Pavement Management Program, City of Tustin
2011-14	Pavement Management Program, John Wayne Airport
2011	Pavement Management Program, City of Laguna Niguel
2010-13	Pavement Management Update, City of Newport Beach
2010	Pavement Management Update, City of La Habra
2010	Pavement Management Update, City of Brea
2010	Pavement Management Update, City of Lake Elsinore
2010-13	Pavement Management Update, City of Irvine
2010	Park / Facility Sidewalk Inventory, City of Irvine
2010	Pavement Management Update, City of Huntington Beach
2010	Pavement Management Update, City of Costa Mesa
2010	Pavement Management Update, City of Culver City
2010	Pavement Management Update, City of RSM
2008-09	Pavement Management Update, City of Santa Ana
2008-09	Pavement Management Update, City of Irvine
2008-09	Pavement Management Update, City of Huntington Beach
2008-09	Pavement Management Update, City of Rancho Santa Margarita
2008-09	Pavement Management Update, City of Pomona
2008-09	Pavement Management Update, City of La Habra Heights
2008-09	Pavement Management Update, City of Santee
2008-09	Pavement Management Update, City of Diamond Bar
2007-08	Digital Roadway Imaging Program, City of Cypress
2008	ADA Compliancy – TCDI Program, City of Palm Desert
2008-09	Pavement Management Update, City of Fountain Valley
2007-08	Pavement Management Software Program, OCTA
2007-08	Pavement Management Update, John Wayne Airport, County of Orange
2006-07	Pavement Management Update, City of Norwalk
2007	Sidewalk/GIS Inventory, City of Santa Barbara
2006-07	Pavement Management Update, City of La Habra
2006-07	Curb Ramp Inventory, City of La Habra
2006-07	Pavement Management Update, City of Sierra Madre
1997-07	ADA Inventory and Management Program, City of Rancho Cucamonga
2006-07	Pavement Management Update, City of Cypress
2004-07	Pavement Management Program, City of Arcadia
2006-07	Pavement Management Program, City of Rancho Santa Margarita
2006-07	Pavement Management Update, City of Huntington Beach
2006-07	PMP-Internet GIS Infrastructure Implementation, City of Fountain Valley
2006-07	Pavement Management Update, City of Alhambra
2005-07	Pavement Management Update, City of Ontario

Project Understanding / Scope of Work



Project Understanding / Approach

We have defined a detailed scope of work in accordance to the City's RFP;

1. Project Implementation
 2. Client Satisfaction
 3. Project Schedule
 4. Scope of Work (Major Tasks)
-

1) Project Implementation

TASK 1.1: Project Kickoff

The first step in implementing a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City of Laguna Hills it will be essential to establish, up front, the Engineering and Street Maintenance pavement management priorities. Our team will set a Project Kickoff meeting to further discuss and review in detail the expectations of the project, technical approach, Orange County Transportation Authority (OCTA) compliance finalization of the scope of work and the review of schedule and budget.

This effort will build consensus between the Street Maintenance and Engineering departments as well as build stronger ARTERIAL and RESIDENTIAL maintenance programs

The first key topics to be discussed will include the review and assessment of the existing MicroPAVER pavement plan/data, OCTA compliance, and survey areas based on recent maintenance work and schedules, new construction, data quality and condition, current pavement procedures, historical expenditure levels, and desired service levels.

Deliverable: Meeting minutes, revised project schedule (if necessary)

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, field, and status meetings)
- Field review meetings
- Monthly progress status reports will be delivered to City project manager

Quality Control (QC)

We will use a statistical sampling approach for measuring the quality of our field technician's work. In this manner, 10 percent (8 miles) of the original surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys.

Project Understanding / Scope of Work



Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed at the end of each survey week. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments. **Since we are collecting distress information on our field Tablets with the Laguna Hills MicroPAVER database live, our staff will perform several quality control tests within the pavement management software using a sample set of the City of Laguna Hills's street distress data.** This will ensure that all system and analysis settings as well as City recommendations and standards are being followed.

As shown within the OCTA "Countywide Pavement Management Program, Guidelines Manual (CPMPGM)", our staff will follow and deliver on the requirements stated on Section 2.4, page 8 which require specific QA/QC data (Items A through G). Additionally, Chapter 3 requires numerous data/deliverables from local agencies for Measure M2 eligibility. All general PCI reporting will follow the Chapter 3 guidelines.

Our surveys follow the accepted OCTA windshield/walking requirements. A copy of the QA/QC plan utilized by our staff during the project will be submitted along with the PMP certification documents.

Registered Engineer

Mr. Steve Bucknam, P.E. will supervise all operations, review all completed data and prepare and sign a final report incorporating the results of our pavement evaluation and conditions. We will provide engineered recommendations for pavement rehabilitation and replacement design based upon field data and analysis.

Deliverable: Monthly Project Status reports, field review and project status meetings, OCTA QA/QC Plan

TASK 1.3: Update Maintenance and Rehabilitation Activities

Based on the pavement maintenance that has been performed by in-house staff as well as contractual maintenance, our staff will review all street and alley activities that have been performed since the last update (i.e. 2010 PMP). This data will be entered into MicroPAVER to enhance the recommendations for the upcoming budgetary analysis and CIP reporting.

Through our PMP updates in 2013, 2015, and 2017 work history data will be entered into MicroPAVER annually.

Deliverable: Citywide Work History Report

Project Understanding / Scope of Work



2) Client Satisfaction

TASK 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Engineering and Street Maintenance departments. Project success is created by delivering on three main factors;

- 1) Adherence to scope tasks and deliverables
- 2) Performing to the standard set by the Project Schedule; and
- 3) Controlling costs. Our Project Manager will follow each of these factors throughout the duration of the project

Deliverable: Project Status Updates, as stated in Task 1.2

3) Project Schedule

TASK 3.1: Work Flow / Project Schedule

Our project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Bucknam & Associates currently has ample staff to apply to this project in order to meet an aggressive schedule (3 to 4 field technicians will drive the proactive schedule).

Task Name	13-Apr	27-Apr	11-May	25-May	8-Jun	22-Jun	30-Jun
BASE SCOPE OF WORK							
1) Project Implementation							
Task 1.1 - Project Kickoff	X						
Assess PMP data / Establish Survey							
Task 1.2 - Project Status Meetings - Quality Control							
Project Status Meetings			X	X		X	
Task 1.3 - Maintenance and Rehabilitation Activities							
2) Client Satisfaction							
Task 2.1 - Project Deliverables			X	X	X		
3) Project Schedule	X						
4) Scope of Work							
Task 4.1 - Pavement Condition Survey							
PCI Reporting	30%	60%	90%				
Project Status Meeting			X	X			
Quality Control Checks							
Develop Recommended Improvement Program							
Task 4.2 - Maintenance & CIP / Budgetary Analysis							
Task 4.3 - OCTA Compliance Reports / CIP Report							
City Review of Final Report							
Project Status Meeting					X		
Delivery of Final CIP / OCTA Report							
Task 4.4 - Mapping and GIS Update							
Task 4.5 - Pavement Field & Software Training							

Project Understanding / Scope of Work



With a completed survey, our team will work with you to establish a PMP that provides specific, manageable pavement segments, detailed maintenance schedules of needed repairs and cost conscious maintenance recommendations that will assist you in preparing budget estimates required to complete the scheduled work for fiscal year 2011-12 and beyond. See project schedule below:

- Project Kickoff – April 13, 2011
- Survey Completion – May 13, 2011
- Delivery of draft PMP – May 27, 2011
- City comments returned to Consultant – June 10, 2011
- Submittal to OCTA of MicroPAVER Certification conforming to Renewed Measure M2 Eligibility Guidelines – June 17, 2011
- Implementation of MicroPAVER version 6.5 – June 17, 2011
- Delivery of City CIP Final Report – June 17, 2011
 - All necessary OCTA data, reporting and revenue projections will be submitted prior to June 30, 2011
 - Laguna Hills CIP data/Final Report, reporting and revenue projections will be submitted by May, 2011
- OCTA requires, under the renewed Measure M2, that all arterials (MPAH routes) be surveyed every two (2) years while residential routes are to be surveyed every six (6) years
 - Under this contract, Bucknam will survey all 21 miles of arterial / collector routes in 2011, 2013, 2015 and 2017
 - Under this contract, Bucknam will survey all 60 miles of local routes in 2011 and 2017

4) Scope of Work (Major Tasks)

TASK 4.1: Conduct Pavement Condition Survey

Once the pavement segmentation has been assessed and verified, the inspection of approximately 81 centerline miles will be performed. Our survey will ensure that all Master Plan of Arterial Highways (MPAH) routes are surveyed for OCTA compliance.

Our survey methodologies will include the following approach based on the City's cost and benefit analysis:

1. **Windshield** based MicroPAVER survey (performed on Tablets live in the field); this survey methodology is required by OCTA. Our staff will establish all inspection



Project Understanding / Scope of Work



sample locations for survey based on MicroPAVER guidelines.

Additionally we have provided a recommended survey schedule for the next six years:

- ❖ Survey 2013 (32 miles of Arterials & Collectors – Measure M2 Compliance)
- ❖ Survey 2015 (32 miles of Arterials & Collectors – Measure M2 Compliance)
- ❖ Survey 2017 (81 miles, Citywide survey – Measure M2 Compliance)

Distress types will be collected based upon actual surface conditions and physical characteristics of the segment. Surveying methods will be conducted by remaining consistent with MicroPAVER & the Army Corp of Engineers sampling guidelines while being flexible to current City practices.

Through our windshield surveys, we use a mixture of windshield and walking surveys based on the functional classification of the roadway and the street conditions found. We will use the City's GIS centerline live in the field to reduce survey times and project schedules. If the City has a recent high-resolution aerial (approx. 3") we will use this file during our field survey efforts to verify street measurements and other segment attributes.

Our first priority will be pavement condition analysis on the City's Arterial and Collectors to ensure that we satisfy the OCTA Measure M2 PMP requirements. We will use the OCTA Master Plan of Arterial Highways (MPAH) to assist in our survey the Arterial and Collector streets. Residential streets will be analyzed in a similar fashion.

Our use of **MicroPAVER-Tablet units** allows our staff to collect pavement data with the City of Laguna Hills's MicroPAVER database live in the field. At the end of the day all electronic data is transferred to our office for quality control and management. **Our Tablet methodology sets us apart from the competition since we are using a paper-less inventory process to enter data; this in turn generates cost savings to enhance other portions of the project such as CIP reporting, MicroPAVER training, and on-call services.**

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below:

1. Field Attribute Data (updated and/or verified)

- ❖ From/to, indicating the assigned limits of the section, sample test areas, street name, a street codification (arranged west to east and south to north)
- ❖ Street ranking indicating local, alley, arterial, collector, # of lanes, surface type
- ❖ Historical PCI tracking from previous inspections and 2011 PCI inspections
- ❖ Segment quantities, indicating the length, width, and total true area of the section
- ❖ Pavement distresses compliant with MicroPAVER – OCTA guidelines (i.e. alligator cracking, block cracking, rutting, long/trans cracking, weathering, etc.)

2. Conditional data will be evaluated for all street segments and will include:

- ❖ MicroPAVER 19 AC & PCC distresses by type, severity and sample area
- ❖ PCI ratings (0-100); per segment, per grid zone, per maintenance zone and citywide
- ❖ Other known or found environmental issues (standing water, site condition, etc.)

Project Understanding / Scope of Work



We welcome staff members from the City of Laguna Hills to join our surveys. All pavement data will be entered into the City's most current licensed software (version 6.5). All items listed above will be maintained by our staff for the duration of this project. Data management will be performed in-house at our Laguna Niguel office. At the completion of the project, the MicroPAVER database will be placed within your information services/communication network.

3. Section Distress and PCI Reporting

Once inspections are completed, we will generate a draft Pavement Condition Index (PCI) Report for City staff to review. The City and our staff will review these reports to ensure that all inventory data is correct and the project is running smoothly.

PCI reports will include the necessary data listed within the Countywide Pavement Management Program, Guidelines Manual; Chapter 3 (Agency Submittals):

Deliverable: Citywide draft PCI report, Pavement segment data required within Chapter 3 MicroPAVER Guideline Manual (OCTA)

DEVELOP RECOMMENDED IMPROVEMENT PROGRAM

TASK 4.2: Maintenance & CIP/Budgetary Analysis

We will assist the City in developing the most cost-effective preventative maintenance, repair and rehabilitation strategies possible. This will be accomplished by meeting with the City to discuss and strategize maintenance activities that are currently being used by the City. Based on the City's current AC & PCC applications and other maintenance practices used we will conduct an historical and prospective analysis on the conditional and financial impact these practices have on the pavement network. Based on our fiscal and deterioration analysis, we will present our results and recommendations to City staff. This analysis will become an essential building block for the 2011-2018 maintenance programs.

We will establish a maintenance "decision tree" that will be used to generate pavement recommendations that match current 2011 maintenance approaches. The pavement software will generate a deterioration curve based on functional class (arterial, residential, industrial) and age.

Our staff will review the Laguna Hills's deterioration curves that have been developed based on historical pavement condition, inspection, surface type, and road class. The curves will be modified based on 2011 pavement conditions. The strategies that are typically reviewed are rehabilitation and reconstruction (R&R), localized maintenance, grinding, slurry seals, AC on PCC and overlay, the expected improvement in pavement condition, the life-cycle extension that would result and the unit costs for maintenance.

All maintenance practices/unit costs will be integrated into PMS and will be derived from the most recent construction bids for pavement rehabilitation. We will account for inflation rates when long-term revenues projections are made.

Project Understanding / Scope of Work



Our staff will also update the City's residential maintenance zone approach. We will focus on projecting budgets and maintenance recommendations for two (2) maintenance zones each year; this will allow us to proactively schedule localized maintenance efforts throughout the multi-year CIP.

Our Project Manager and Principal will work closely with City in defining repair and rehabilitation strategies during each fiscal year (i.e. 2011-2018). Once the repair/rehabilitation strategies have been defined, the identification of a seven year Forecasted Maintenance schedule will be generated.

The recommended budget scenarios will be identified on the basis of several criteria:

- ❖ Present pavement conditions; Desired levels of service and available resources
- ❖ Local Match Reduction guidelines identified by OCTA
- ❖ Scheduling with the City's maintenance zones and other capital projects (water, sewer)
- ❖ Accrued backlog levels and stabilization of maintenance backlog
- ❖ Future routine maintenance needs based on projected deterioration rates
- ❖ Future OCTA and MPAH objectives and improving citywide weighted PCI

The primary emphasis of this task is to maximize the programming of street maintenance projects using the most cost-effective strategies available and taking into account a life-cycle cost analysis. A working "draft" Final Report will be generated for City staff to review. This report will include an executive summary, the Pavement Condition Report as well as draft budgetary findings and recommendations. It will include:

- ❖ Priority listings (PCI's from 100-0)
- ❖ 7-Year CIP identifying arterial and residential maintenance (per section) recommendations (slurry, overlay, recon, etc.) associated with a construction cost
- ❖ Recommendations for residential maintenance in "groupings" or zones.
- ❖ Executive Summary and Methodologies used

Deliverable: Three copies of the Draft Pavement Management Program Report

TASK 4.3: OCTA Compliance Reports / Citywide CIP Report

We will deliver the Final Report to the City which will be essential for staff reference and presented in a way that is beneficial for elected officials/upper management. **This report will assist the City in complying with OCTA and its most recent Countywide PMP Guideline requirements.** The report will be prepared in a format that uses the information delivered by MicroPAVER in conjunction with the information and analysis performed by our team. The report will also provide the City with information on:

Project Understanding / Scope of Work



- ❖ Current inventory and pavement conditions indices (PCI) for all road classes
- ❖ Projected annual rehabilitation programs for street maintenance for a 5-yr period (ARTERIAL and RESIDENTIAL Forecast Maintenance Reports) that show the largest return on investment and acceptable levels of service
- ❖ Modeling and comparison of budget scenarios typically include:
 - Maintenance required to complete all streets within 10-years
 - Current / Actual budget projection (citywide approach)
 - **7-year CIP projection budget for OCTA submittal requirements**
 - **Final Local Match Reduction budgetary models / results**
- ❖ Strategies and recommendations for the City's AHRP, Prop. 1B, Prop 42 and maintenance programs and procedures, including a preventative maintenance schedule
- ❖ Supporting documentation required by OCTA
- ❖ A detailed breakdown of deferred maintenance (backlog)
- ❖ These reports will be prepared for the 2013, 2015, and 2017 PMP updates as well

Deliverable: Three (3) copies of the Final Pavement PMP Report (plus one original signed by our Registered Engineer, CA No. 20903), in binder and electronic form (.pdf), will be sent to the City. Final PMP database will be installed at City.

TASK 4.4: Mapping and GIS Update

As an enhancement and proactive approach to this project, our staff will update the existing Pavement-GIS link between MicroPAVER and the City's GIS system. The City's centerline will be used as the platform for updating the unique pavement-GIS layer.

Once the City has approved the Pavement Condition Report, we will develop the necessary MicroPAVER-GIS linkages. By using the unique ID's within the PMP and the City's GIS street segment ID's, we will create a one-to-one match for each pavement section in the GIS. As new pavement inspections and edits are entered into the PMP the link that we have created will display the most current PMP data through the City's GIS.

The maps described below will be incorporated into the City's Final PMP report:

- ❖ PCI values for every section
- ❖ Work History identifications
- ❖ 7-yr Arterial / Residential Rehabilitation and Slurry Seal Programs
- ❖ Functional classification maps

Project Understanding / Scope of Work



Our staff will upload all PMP data to the dedicated GIS layer and import the necessary GIS files into the City's GIS enterprise. A demonstration of the layers use, applications and reporting will be shown to the City.

Additionally, Bucknam and Associates has implemented several GIS Enterprise systems to agencies within Orange County (i.e. Fountain Valley, RSM). We will demonstrate our GIS management capabilities, recommend enhancement to the Laguna Hills GIS and show a live example of our Digital Roadway Imaging services to City. This will demonstrate how the Laguna Hills GIS can be enhanced.

Deliverable: Complete GIS files/themes based on list above (shapefiles).

TASK 4.5: Pavement Field & Software Training

We will provide City staff with the quality, certified training and necessary skills needed to **steward and maintain the PMP**. This will include operation manuals for both field data collection and software use. Peter Bucknam, who is certified in the use of MicroPAVER, will conduct comprehensive multi-day training sessions covering segmentation management, reporting, and editing/updating the database. This is estimated to consist of a minimum of 12 hours of training. There is no minimum or maximum amount of people that can be trained under this methodology.

Bucknam & Associates will provide training in the AC and PCC pavement field survey techniques. Engineering, Street Maintenance and GIS staff will have a clear understanding of how the system is developed and data recorded. City staff will be versed in the proper procedures for field data collection, thereby ensuring the ability of the City to repeat the pavement survey on its own when the need arises.

At the completion of the training, the City will be able to update each individual portions of the dataset as maintenance and future inspection are completed. The training will include:

- ❖ General MicroPAVER use
- ❖ Annual data entry needs, reporting requests and deterioration modeling
- ❖ Annual budget projection reports – PCI report generation
- ❖ Update of maintenance costs, strategy assignments, engineering data, and deterioration curves; interpretation and utilization of management reports)
- ❖ Querying, managing and plotting from PMP – GIS mapping

Deliverable: Training materials used in workshops, field survey forms



5) Optional Tasks

TASK 5.1: On-Call Services

Pavement Management Program Support

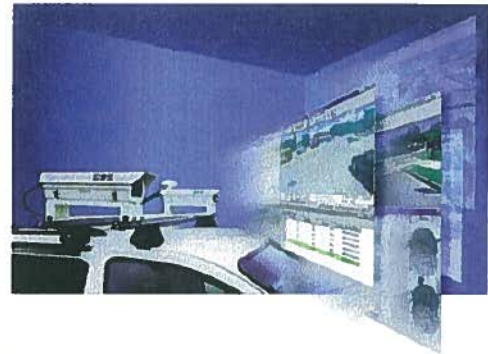
Bucknam & Associates will provide annual support for a period of two years where we will provide quality and accurate use of the in-house operation of MicroPAVER software. Once the City has approved the Pavement Condition Index Report under this years work effort, this service will become active. Our typical On-Call services include:

- ❖ Additional budget scenarios, general reporting, deterioration studies
- ❖ Additional visual inspections above the mileage amount indicated in Task 4.1
- ❖ Additional pavement management – GIS mapping
- ❖ Additional MicroPAVER training, operation use
- ❖ GIS Enterprise assessment, management, implementation

The agreement will include the provision of onsite and telephone support for the City staff.

TASK 5.2: Automated Digital Roadway Imaging

Through our understanding, City staff has been introduced to automated pavement survey methodologies. As an alternative survey methodology, our staff will implement a survey methodology that will support Task 4.1 efforts as well as implement a proactive and cost efficient GPS survey methodology that will allow for the collection of numerous GPS locations using “one” set of digital imagery (e.g. five citywide infrastructure surveys for the cost of one).



Beyond the pavement survey capabilities, the City will be able to collect other infrastructure assets in the future such as signs, driveways, catch basins and other ROW features; a tremendous costs savings that reaches \$400,000 over the next 3 years.

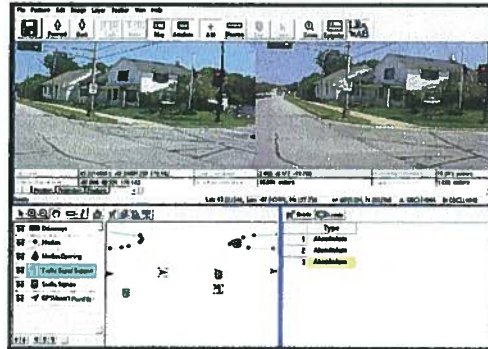
With verification of street segmentation, the inspection of approximately 36 centerline miles will be surveyed. MicroPAVER - Army Corp of Engineers AC and PCC distress types will be collected based upon actual surface conditions and physical characteristics of the segment while being flexible to current City practices.

Project Understanding / Scope of Work



Our automated digital imaging allows technician to collect the following:

- Continuous pavement imaging (images taken every 5 meters, competition typically surveys at every 8 meters/25 feet intervals)
- MicroPAVER AC and PCC distresses (e.g. linear/transverse cracking, alligator, patching, bleeding, block cracking, etc.)
- Surface roughness ratings (IRI)
- Rutting depth (full width of lane or street)
- Imaging captures 100% of each pavement segment (not just one lane)
- Data transfers seamlessly to MicroPAVER
- Optional Ground Penetrating Radar (GPR) for arterials and collectors
- 2mm pixel images allows for centimeter horizontal and vertical accuracy



The first survey process will involve the mobile GPS vehicle taking approximately two-week's time to survey the Laguna Hills's street network; additionally, the vehicles drive the posted speed limits. The images that are collected are taken by using Sony digital stereographic cameras (6 cameras) positioned on the vehicle. The images have a resolution of 1600x1200 and are geo-referenced by means of inertial GPS equipment contained within the van; images are taken every 4 to 6 meters, 15 ft intervals.

The quality of the imagery and its GIS / record collecting capabilities within the software provided allows the technician to accurately identify the required pavement distresses defined by the pavement software and the project (distresses are collected in-house). All pavement GIS data associated with each pavement section will be entered into the City's working software.

Survey vehicles are equipped with digital measuring instrumentation (DMI) that will be used to verify all pavement section lengths and widths. Our vehicles can be equipped with road roughness rating equipment, strip mapping cameras and are set to record 360 degree street imaging.



The survey will be performed by the *Bucknam & Associates* team that is experienced and trained in pavement condition assessment using LambdaTech's "Feature Extraction" software. Bucknam & Associates will measure specific distress types from the digital image set. A listing of the field attributes that will be collected during the survey is listed above in Task 4.1.

We have performed this service for the cities of Fountain Valley, RSM, Cypress, Lake Elsinore, Palmdale, Palm Desert and Santa Ana).

Proposed Fee



Proposed Fee

Bucknam & Associates has included a time and materials, not-to-exceed proposed fee for the City consideration. Our fee follows the described tasks shown within the Scope of Work.

We have segregated the Scope of Work within the proposed fee to demonstrate tasks by year of work for evaluation and invoicing purposes; an hourly rate schedule is also included.

As indicated within our fee, all tasks are negotiable.

Requested Forms



Requested Forms

Bucknam & Associates has included the necessary forms required through the RFP.

Acknowledgement of Insurance

Bucknam & Associates acknowledges that our firm has the proper insurances to perform the tasks described within our Scope of Work regarding the Pavement Management Program project.

CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION

I hereby certify on behalf of BUCKNAM & ASSOCIATES, INC. that all persons employed by BUCKNAM & ASSOCIATES, INC. are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil rights Act of 1964, the Unruh Civil Rights Acts, and the Americans With Disabilities Act.

Name: PETER BUCKNAM

Signature: 

Title: VICE PRESIDENT

CITY OF LAGUNA HILLS
CERTIFICATE OF
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS

NAME OF ENTITY: BUCKNAM & ASSOCIATE, INC.

State: EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES (if any).

State: FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES IN THE ENTITY: (If known and applicable, please state the percentage ownership interest)

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Signed this 25TH day of MARCH, 2011, at LAGUNA HILLS, California.

Name: PETER BUCKNAM

Signature: 

Title: VICE PRESIDENT

EXHIBIT “B”

March 25, 2011 FEE PROPOSAL
INCLUDING,
SCHEDULE OF COMPENSATION/ FEES

**Pavement Management Plan Update 2011
Fee Proposal - March 25, 2011**

	Description	Principal	Project Manager	Field Technician(s)	Assistant Planner	Admin	Total by Task
	2011 Base Fee	\$250/hr	\$165/hr	\$80/hr	\$125/hr	\$75/hr	
Task 1	Project Implementation						
Task 1.1	Project Kickoff		2				\$330
Task 1.2	Project Status Meetings - Quality Control	1	1	6	2		\$1,145
Task 1.3	Update Maintenance and Rehabilitation Activities		1	4	1		\$610
Task 2	Client Satisfaction						
Task 2.1	Project Deliverables	1	4		4		\$1,410
Task 3	Project Schedule						\$0
Task 3.1	Work Flow / Project Schedule		2		4		\$830
Task 4	Scope of Work						
Task 4.1	Pavement Condition Survey (81 miles-Windshield)		3	116	6		\$10,525
Task 4.2	Maintenacne & CIP / Budgetary Analysis		10				\$1,650
Task 4.3	OCTA Compliance Reports / Citywide CIP Report	1	20		4		\$4,050
Task 4.4	Mapping and GIS Update		6	2	24		\$4,150
Task 4.5	Pavement Field & Software Training		12				\$1,980
	Reimbursables (mileage, printing, materials)						\$900
	All deliverables will become property of the City of Laguna Hills						
	All Tasks are negotiable						
	Total Hours per Staff	3	61	128	45	0	
	2011 Total Base Fee	\$ 750	\$ 10,065	\$ 10,240	\$ 5,625	\$ -	\$27,580
*All Tasks	2013 Base Fee (32 miles of survey only)						\$16,500
*All Tasks	2015 Base Fee (32 miles of survey only)						\$16,700
*All Tasks	2017 Base Fee (81 miles of survey)						\$26,500
	<i>*MicroPAVER training is not included</i>						
				Additional Year Total			\$59,700
				FY 2011 through 2017 Total			\$87,280
	Optional Tasks						
Task 5.1	On-Call Services (Annual)						TBD
Task 5.2	Automated Digital Roadway Imaging (Citywide-81 miles)						TBD
Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule shown							

Standard Hourly Rate Schedule

<u>Category</u>	<u>Rate</u>
Principal	\$ 250
Senior Project Manager	210
Senior Engineer / Planner	180
Construction Manager	172
Management Analyst	160
Project Engineer / Planner	155
Pavement Management Project Manager	165
Engineer / Senior Technician / GIS Planner / Senior Inspector	125
Assistant Engineer / Technician / Planner / Inspector	120
CADD Operator	105
Administrative Assistant	100
Clerical / Word Processing	75
Field Technician	80
Forensic Services	Quote
<u>Reimbursables</u>	
Mileage	\$ 0.56/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

Rates Effective 9/1/10

BUCKNAM ASSOCIATES INC.
30131 Town Center Drive, Suite 268, Laguna Niguel, CA 92677
T. 949.363.6461 F. 949.363.6505 www.bucknam.net

CITY OF LAGUNA HILLS

AGENDA REPORT COMMUNITY DEVELOPMENT DEPARTMENT

ISSUE: CONDITIONAL USE PERMIT/SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM/VARIANCE NO. 2-11-1877, A REQUEST BY G&M OIL COMPANY TO RECONSTRUCT THE EXISTING GAS STATION AND ADD A NEW 1,379 SQUARE FOOT CONVENIENCE STORE, LOCATED AT 23991 EL TORO ROAD IN THE VILLAGE COMMERCIAL (VC) ZONING DISTRICT

SUMMARY:

G&M Oil Co. (hereafter "G&M Oil") has filed an application to reconstruct the existing gas station at 23991 El Toro Road in the Village Commercial (VC) zoning district. The request includes reconstructing the fueling islands and canopy, constructing a new 1,379 square foot convenience mart, a master sign program, and variances for a variety of development standards, including setbacks, site layout, parcel size, parking/circulation, and landscaping requirements.

In order to expedite the applicant's project request, staff agreed to provide public notice for the April 12, 2011 Planning Agency Meeting based upon the applicant's commitment to provide all the necessary information and plans requested in a timely manner in order to allow staff to complete its review of the project. The applicant has not provided the requested information as of the preparation of this report. Therefore, staff is recommending that this agenda item be continued to the April 26, 2011 Planning Agency Meeting.

RECOMMENDATION: THAT THE PLANNING AGENCY CONTINUE THIS AGENDA ITEM TO ITS REGULAR MEETING OF APRIL 26, 2011.

Attachments:

1. Case status letter dated April 1, 2011



CITY OF LAGUNA HILLS

1 April 2011

G & M Oil Co.
Ms. Andrea Munoz
16868 A Street
Huntington Beach, CA 92647

Subject: CUP/SDP/VAR/MSP-2-11-1877 CASE STATUS

Dear Ms. Munoz,

The City is in receipt of fifteen sets of plans submitted by Karl Huy this afternoon in response to an incomplete letter dated February 25, 2011. However, there are several items requested in this letter that have not been received. The additional items needed to complete the re-submittal package include:

- A landscape and irrigation plan which demonstrates low water use.
- Color elevations or perspective drawings.
- Updated signage plan.
- Path of travel plan for delivery trucks.
- Current hydrocarbon plume remediation including sampling well site needs.
- Export trucking plan (for construction) including hours of construction access.

Please see the incomplete letter mentioned above (also attached) for a complete list of City comments and corrections. Additionally, there are several concerns that staff has regarding the site layout and circulation. Adjustments to parking stalls, landscape planters, and the convenience store building would substantially improve the circulation at the site. These items were specifically addressed through email and phone calls between the dates of March 22 and March 24, including suggestions the City had for modifications to the site plan to facilitate improved on-site circulation better conforming to the City's standards. The initial comments on the site plan submitted today are as follows:

- Planning comment #6 on the above referenced incomplete letter has not been addressed.
- The change made to the front of the convenience market (i.e. removing most of the curb/sidewalk area) to provide more drive aisle width does little to address the overall circulation concerns the City has and, in particular, creates a hazardous condition for your handicapped patrons. The drive aisle between the handicapped space and the last pump (pump 8?) remains unchanged. As the only through-access for the site, it is very important that this drive aisle be addressed. A drive aisle does not, by its very nature, permit short-term or long-term parking to occur within the twenty-four foot aisle dimension.

24035 El Toro Road • Laguna Hills, California 92653 • (949) 707-2600 • FAX (949) 707-2633
website: www.ci.laguna-hills.ca.us

4/12/2011 ITEM NO. 5.4.1

Staff provided public notice of this item for the April 12, 2011 Planning Agency Meeting, with the understanding that the incomplete items would be received in order to allow staff to complete its review of the project. Unfortunately, as of the date of this letter, staff has not received a complete submittal and therefore has been unable to complete review of the project. As such, this item will be continued to the next Planning Agency Meeting on April 26, 2011.

If you have any questions, or would like to set up a meeting with staff to discuss any items presented in this or any previous correspondence, please feel free to contact me at (949) 707-2672 or kcrockett@ci.laguna-hills.ca.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katie Crockett", with a stylized flourish at the end.

Katie Crockett
Planning Division

Attachment: Incomplete Letter, dated February 25, 2011

CITY OF LAGUNA HILLS

AGENDA REPORT COMMUNITY DEVELOPMENT DEPARTMENT

ISSUE: URBAN VILLAGE SPECIFIC PLAN AMENDMENT

SUMMARY:

The City's new General Plan, approved in 2009, added additional development capacity in the Urban Village Specific Plan (UVSP) area of 117,000 square feet of retail space, and includes an Implementation Program requiring that this information be inserted into the UVSP. The new General Plan's Housing Element also requires that the UVSP be amended to establish a minimum residential density of 30 units per acre and reduce high density residential open space standards that discourage affordable housing. See General Plan Implementation Programs LU-4 and H-9 (**Attachment 3**). In addition, the amendment to the UVSP includes other minor, but important, changes that (1) modify the development standards in order to integrate and improve internal consistency between the existing commercial and residential development standards, (2) incorporate the mixed use application process and development standards already contained in the City's Development Code, (3) insert the new AM and PM peak hour trips (generated by the 117,000 square feet of additional development capacity), and (4) update the Public Art Section to clarify the management of the funds collected.

Approval of the proposed Ordinance Amendment to the UVSP (**Attachment 1**) will implement the goals of the new General Plan, as required by State law.

BACKGROUND:

After more than three years of study and an extensive public participation process, the City's Urban Village Specific Plan (UVSP) was adopted in November 2002. The UVSP regulates development within the Village Commercial area of Laguna Hills. This area consists of 240 acres bounded by Paseo de Valencia on the north and west, Los Alisos Boulevard on the south, and I-5 on the east. The purpose of the Village Commercial Zoning District is to develop a community core in which a variety of public, regional commercial, recreational, and high density residential uses work in concert to create an "urban village." The UVSP, which governs the land uses in this area, provides for a

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING; AND (2) INTRODUCE AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING SECTION V OF THE URBAN VILLAGE SPECIFIC PLAN RELATING TO LAND USE AND DEVELOPMENT STANDARDS TO ENSURE CONSISTENCY WITH THE GENERAL PLAN, TO IMPROVE INTERNAL CONSISTENCY, TO INCORPORATE EXISTING MIXED USE APPLICATION AND DEVELOPMENT STANDARDS, AND TO CLARIFY ASPECTS OF THE PUBLIC ART PROGRAM."

continuing mixture of land uses, including retail, residential hotel, medical offices, and general offices.

The City's Updated General Plan, which was adopted in 2009, includes an implementation measure which requires the City to review and update the Urban Village Specific Plan to ensure consistency with the General Plan and to help implement the General Plan goals and policies.

The Draft Urban Village Specific Plan Amendment was released for a forty-five (45) day public review and comment period on January 27, 2011. A Public Notice was mailed to all adjoining cities and relevant regional agencies, as well as to all organizations and individuals who had previously requested such notice in writing.

DISCUSSION:

The Urban Village Specific Plan, adopted in 2002, allows 183,000 square feet of new retail uses, a 250 room hotel, 200 residential units, and 380,000 square feet of office uses within the UVSP area. The City's 2009 General Plan Update identifies the Urban Village area as an "opportunity area" and increased the 183,000 square feet of retail uses to 300,000 square feet (an increase of 117,000 square feet of retail space). It should be noted that the UVSP includes provisions for flexibility in development options, so that there could be (for example) more retail uses and less office uses established, or vice-versa, as long as the trip budgets are not exceeded. The proposed amendment adds an additional 117,000 square feet of retail development to the UVSP and, in conjunction with this increase in development potential, adds the corresponding increase in AM and PM peak hour trips to the "trip budget" that future development will draw from, as documented in the traffic study that was prepared for the General Plan Update.

The Updated General Plan's Housing Element also requires an amendment to the UVSP to enhance the City's ability to meet its assigned affordable housing needs by establishing a minimum residential density (measured in dwelling units per acre) and reducing high density residential open space standards that discourage affordable housing. The existing residential density in the UVSP is 50 units per gross acre. The proposed change to the residential density requirement will require a minimum density of 30 units per acre to comply with State housing law, which means that future residential projects will be required to be between 30 and 50 dwelling units per acre. This residential density is common in developed urban environments and staff believes that property owners within the Urban Village area that are interested in providing residential housing will find this density range to be acceptable. The requirement for minimum open space amenities in residential development is proposed to decrease from 30% to 10% under the new development standards. The existing 30% open space standard is a carryover from residential zoning districts standards that are more than 20 years old and were tailored to a lower intensity suburban environment. The 10% open space standard is considered typical for multi-family residential projects in urban areas. Amending the UVSP to reflect these changes is a necessary action since it is called out

in the General Plan as an Implementation Program and is also a Mitigation Measure in the General Plan's Final Program EIR.

The UVSP amendment also includes other important changes to existing development standards and the public art requirement. These changes are intended to complement the goals of the UVSP, and implement the goals and policies of the City's Updated General Plan.

Perhaps the most notable revision to the development standards is the change from separate development standards for commercial and residential uses to a single set of consolidated development standards that will work for both commercial and residential uses in an urban setting. While there is little change to the existing commercial standards, which were designed for an urban environment, the residential standards have been modified to work better in a more intense urban setting as either a stand-alone or integrated mixed-use development. Staff has consolidated the separate maximum building height standard for commercial and residential uses to 75 feet, since there is no apparent rationale as to why residential uses should be limited to 65 feet. Under the new consolidated development standards, the minimum landscape coverage requirement for residential development is also decreased from 25% to 15% to also reflect a more typical industry standard for an urban setting. The City Council may also recall that the UVSP has extensive landscape, plaza, and pedestrian paseo requirements that, when combined with the consolidated development standards, will ensure that new development will result in an attractive open space and landscape environment.

No changes are proposed to the permitted land use matrix for the UVSP. However, to ensure a compatible mix of uses, the UVSP will require that new mixed use developments are approved through a Precise Plan permit process, which requires the careful consideration of potential impacts from proposed development and ensures that a proper balance of uses is established. Furthermore, the UVSP has been modified to include additional provisions in mixed use developments for enhanced security, restrictions on activities, noise standards, vibrations and odors, and lighting to ensure that residential uses are not adversely impacted by commercial uses. Conformance with these provisions will be reviewed for each development proposal and approved by the City under the Precise Plan.

Proposed revisions regarding public art requirements pertain only to the process in which those requirements are determined and management of the overall program. These revisions would have no effect on the physical or spatial characteristics of future art work.

Exhibit A to the proposed Ordinance shows all of the proposed amendments to the UVSP. Additions are shown in bold/underline, and deletions are shown in strikeout.

PUBLIC COMMENT:

The Draft Urban Village Specific Plan Amendment was released for a forty-five (45) day public review and comment period on January 27, 2011. A Public Notice was mailed to all adjoining cities and relevant regional agencies, as well as to all organizations and individuals who had previously requested such notice in writing.

The City received two comment letters during the review period. In a letter dated February 23, 2011, the City of Laguna Woods expressed concern over the additional average daily trips that will come from future development in the UVSP area and stated that the proposed amount of development within the UVSP area raises concerns about traffic, noise, and air quality impacts that could affect residents and businesses in the City of Laguna Woods. Laguna Woods requested that project level environmental review be prepared and approved as future development projects are proposed within the UVSP area. Likewise, in a letter dated February 28, 2011, Government Solutions, Inc., on behalf of the Golden Rain Foundation (GRF), stated that the GRF continues to be very concerned that the traffic generated from any new development be fully mitigated, particularly those impacts that affect the City of Laguna Wood's circulation system. Of specific concern is any new traffic that would directly impact El Toro Road and Moulton Parkway.

The letters received by these two agencies express the same concerns that were stated in letters the City received from them during the review and comment phase of the General Plan Update and General Plan Program Environmental Impact Report (EIR). At that time, the City sent response letters to these agencies indicating that: (1) the General Plan Program EIR fully considers the increase in the level of development allowed in the UVSP area, as anticipated in the 2009 General Plan; (2) no applications for a specific development expansion plan (at that time) had been filed for the UVSP area; and (3) when specific development projects were proposed, additional project-specific environmental analysis would be conducted.

As with the General Plan Update in 2009, the proposed UVSP amendment does not propose, or entitle, any specific development project. When specific development projects are proposed, additional project-specific environmental analysis will be conducted. Staff did not provide response letters to Laguna Woods or the Golden Rain Foundation since neither letter requested a response back from the City, but simply reiterated prior concerns related to traffic generation from future development. Staff did, however, meet with Cora Newman, the representative from Government Solutions, Inc., on February 23, 2011, and reviewed the proposed amendments in detail with her.

Additionally, on March 30, 2011, a total of 111 public hearing notices were mailed to surrounding property owners within a 300-foot radius of the subject site, as well as to the 27 adjoining cities and relevant regional agencies. To date, staff has not received any comments other than the two letters discussed above.

CONCLUSION:

The proposed UVSP Amendments are consistent with the City's General Plan, implement the goals and policies of the General Plan, and are addressed and analyzed in the General Plan Final Program EIR. The General Plan identifies the Urban Village area as an "opportunity area" and allows for the addition of approximately 117,000 square feet of retail space, above and beyond that specified in the UVSP. Amending the UVSP to reflect the development intensification approved in the General Plan (and covered in the General Plan Final Program EIR) is necessary. Amending the UVSP is called out in the General Plan as an Implementation Program and is also a mitigation measure in the General Plan Final Program EIR.

The UVSP amendment includes a few minor changes to existing development standards and the public art requirement as well. These changes are compatible and complement the goals of the UVSP; and implement the goals and policies of the City's Updated General Plan. The changes do not result in an increase in development intensity above that already analyzed by the General Plan Final Program EIR.

CEQA FINDINGS:

The Specific Plan Amendments are considered a "project" pursuant to the California Environmental Quality Act ("CEQA"). A Final Program Environmental Impact Report ("EIR") was prepared and certified for the General Plan Update, which analyzed the Update program, including the proposed Specific Plan Amendments. The EIR identifies: (1) some environmental effects that are less than significant with mitigation; (2) some potentially significant environmental effects that can be reduced to a less-than-significant level with mitigation; and (3) some significant environmental effects that cannot be mitigated to a less-than-significant level through feasible mitigation measures. The EIR found that any identified significant impacts will be adequately mitigated or that there are overriding considerations to render such impacts acceptable. On July 14, 2009, the City Council adopted Resolution No. 2009-07-14-1 certifying the EIR associated with the Update and adopting Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring Program. The Specific Plan Amendments are a subsequent activity within the program covered by the EIR.

The proposed Specific Plan Amendments make certain minor changes to the Update program that were not contemplated in the General Plan Program EIR. City Staff evaluated the potential environmental impacts of these changes and concluded that the changes will not result in any new significant impacts, or any increase in the severity of significant impacts identified in the EIR, and, therefore, do not require the preparation of a subsequent environmental impact report pursuant to Public Resources Code Section 21116 and CEQA Guidelines Section 15162. Accordingly, City Staff prepared the Addendum to City of Laguna Hills General Plan Final Program Environmental Impact Report ("Addendum") to describe the minor changes and document the conclusion that the Specific Plan Amendments are within the scope of the EIR (see **Attachment 2**).

The City Council must consider the Addendum, along with the General Plan Program EIR, prior to making a decision on the Specific Plan Amendment. A copy of the City of Laguna Hills General Plan Program Environmental Report is attached to this report in disc format (**Attachment 6**).

RECOMMENDATION: THAT THE CITY COUNCIL: (1) CONDUCT A PUBLIC HEARING; AND (2) INTRODUCE AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING SECTION V OF THE URBAN VILLAGE SPECIFIC PLAN RELATING TO LAND USE AND DEVELOPMENT STANDARDS TO ENSURE CONSISTENCY WITH THE GENERAL PLAN, TO IMPROVE INTERNAL CONSISTENCY, TO INCORPORATE EXISTING MIXED USE APPLICATION AND DEVELOPMENT STANDARDS, AND TO CLARIFY ASPECTS OF THE PUBLIC ART PROGRAM."

ATTACHMENTS:

1. Proposed Ordinance, with Exhibit A
2. Addendum to City of Laguna Hills General Plan Final Program Environmental Impact Report
3. General Plan Implementation Programs LU-4 and H-9
4. City of Laguna Woods Letter Dated February 23, 2011
5. Government Solutions Inc. Letter Dated February 28, 2011
6. City of Laguna Hills General Plan Program Environmental Impact Report- disc format

ORDINANCE NO. 2011-

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING SECTION V OF THE URBAN VILLAGE SPECIFIC PLAN RELATING TO LAND USE AND DEVELOPMENT STANDARDS TO ENSURE CONSISTENCY WITH THE GENERAL PLAN, TO IMPROVE INTERNAL CONSISTENCY, TO INCORPORATE EXISTING MIXED USE APPLICATION AND DEVELOPMENT STANDARDS, AND TO CLARIFY ASPECTS OF THE PUBLIC ART PROGRAM.

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

A. On November 26, 2002, the City Council of the City of Laguna Hills adopted the Urban Village Specific Plan. The Urban Village Specific Plan area consists of 240 acres bounded by Paseo de Valencia on the north and west, Los Alisos Boulevard on the south, and I-5 on the east. The Urban Village Specific Plan regulates development within the Village Commercial area of Laguna Hills. The purpose of the Village Commercial area is to develop a community core in which a variety of public, regional commercial, recreational, and high density residential uses work in concert to create an "urban village." The Urban Village Specific Plan, which governs the land uses in this area, provides for a continuing mixture of land uses, including retail, residential hotel, medical offices, and general offices.

B. In July 2009, the City Council adopted the 2009 Comprehensive General Plan Update ("Update"). The Update targets the Urban Village Specific Plan area for expansion/revitalization in the future and allocates opportunities for commercial and residential development. Specifically, the Update assumes 300,000 square feet of new retail uses (an increase of 117,000 square feet over that allowed by the prior General Plan and existing Urban Village Specific Plan), a 250 room hotel, 200 residential units, and 380,000 square feet of office uses within the Urban Village Specific Plan area. The Update requires changes to the Urban Village Specific Plan to: (1) incorporate the increased (117,000 square feet) development, and (2) add the Housing Element requirements that establish a minimum residential density standard of 30 units per acre and reduce high density residential open space standards that discourage affordable housing.

C. The City Council desires to amend the Urban Village Specific Plan to incorporate the changes required by the Update, to modify the development standards in order to integrate and improve internal consistency between the existing Commercial and Residential development standards, to incorporate the mixed use application process and development standards already contained in the City's Development Code, to insert the AM and PM peak hour trips from the Update, and to update the Public Art section to clarify the management of the funds collected (collectively, the "Specific Plan Amendments").

D. The Specific Plan Amendments are consistent with the intent of the goals and policies of the General Plan as a whole, and are not inconsistent with any element thereof in that the Amendments will implement policies and strategies of the Update and provide the legislative framework for consistency between the General Plan and Urban Village Specific Plan within the City.

E. The Specific Plan Amendments are necessary to prescribe reasonable controls and standards for affected land uses to ensure the compatibility and integrity of those uses with other established uses in that the new regulations will implement the future Urban Village study area identified in the Update while emphasizing increased connectivity between and within the planning area that would have the effect of unifying, rather than dividing, established communities or neighborhoods within the planning area.

F. The Specific Plan Amendments are necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species in that the proposed amendments implement the future Urban Village study area identified in the Update, including developing standards and use regulations for the Specific Plan area in order to be consistent with the General Plan.

G. The Specific Plan Amendments are necessary to correct discrepancies in standards or policies within the plan area in that the additional retail space and increase in residential density allowance will be compatible and complement the goals of the General Plan and the Urban Village Specific Plan. By adopting this Ordinance, the City's Urban Village Specific Plan will be consistent with the Updated General Plan.

H. The Specific Plan Amendments are necessary to protect the health, safety, or general welfare of the community as a whole by ensuring consistency between the City's General Plan elements and Urban Village Specific Plan, and implementing the policies and principles of the General Plan.

I. The Specific Plan Amendments are considered a "project" pursuant to the California Environmental Quality Act ("CEQA"). A Final Program Environmental Impact Report ("EIR") was prepared and certified for the Update, which analyzed the Update program, including the proposed Specific Plan Amendments. The EIR identifies: (1) some environmental effects that are less than significant with mitigation; (2) some potentially significant environmental effects that can be reduced to a less-than-significant level with mitigation; and (3) some significant environmental effects that cannot be mitigated to a less-than-significant level through feasible mitigation measures. The EIR found that any identified significant impacts will be adequately mitigated or that there are overriding considerations to render such impacts acceptable. On July 14, 2009, the City Council adopted Resolution No. 2009-07-14-1 certifying the EIR associated with the Update and adopting Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring Program. The Specific Plan Amendments are a subsequent activity within the program covered by the EIR.

J. The proposed Specific Plan Amendments make certain minor changes to the Update program that were not contemplated in the EIR. City Staff evaluated the potential environmental impacts of these changes and concluded that the changes will not result in any new significant impacts, or any increase in the severity of significant impacts identified in the EIR, and, therefore, do not require the preparation of a subsequent environmental impact report pursuant to Public Resources Code Section 21116 and CEQA Guidelines Section 15162. Accordingly, City Staff prepared the Addendum to City of Laguna Hills General Plan Final Program Environmental Impact Report ("Addendum") to describe the minor changes and document the conclusion that the Specific Plan Amendments are within the scope of the EIR.

K. The City Council has considered the Addendum, along with the EIR, prior to making a decision on the Specific Plan Amendments.

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

SECTION 1. Urban Village Specific Plan Amendment. The Urban Village Specific Plan of the City of Laguna Hills, California, is hereby amended to incorporate text revisions to Section V "Land Use and Development Standards" shown in Exhibit A, attached hereto and incorporated herein by reference. Upon the effective date of this Ordinance, the provisions set forth in Exhibit A shall supersede those provisions of Section V "Land Use and Development Standards" of the Urban Village Specific Plan of the City of Laguna Hills, California adopted on November 26, 2002.

SECTION 2. Environmental Review. The City Council has independently considered the Addendum prepared by City Staff, along with the EIR, prior to making a decision on the Specific Plan Amendments and has determined that, pursuant to Public Resources Code Section 21116 and CEQA Guidelines Section 15162, a subsequent environmental impact report is not required because (i) the Specific Plan Amendments are within the scope of the project covered by the Final Program Environmental Impact Report for the 2009 Comprehensive General Plan Update (the "EIR"); (ii) the Specific Plan Amendments will not result in any new significant environmental impacts, or any increase in the severity of significant environmental impacts identified in the EIR; (iii) the circumstances under which the project is being undertaken have not substantially changed since the EIR was certified; and (iv) no new information of substantial importance, which was not known or could not have been known with the exercise of reasonable diligence at the time the EIR was certified, identifies a significant environmental effect.

SECTION 3. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 4. Certification and Posting. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

SECTION 5.

PASSED, APPROVED, AND ADOPTED this 12th day of April 2011.

L. ALLAN SONGSTAD, JR., MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

Ordinance No. 2011-

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. 2011- was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the 12th day of
April 2011, and that thereafter, said Ordinance was duly adopted and passed at a
Regular Meeting of the City Council held on the 26th day of April 2011, by the following
vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

PEGGY J. JOHNS, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2011-, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING SECTION V OF THE URBAN VILLAGE SPECIFIC PLAN RELATING TO LAND USE AND DEVELOPMENT STANDARDS TO ENSURE CONSISTENCY WITH THE GENERAL PLAN, TO IMPROVE INTERNAL CONSISTENCY, TO INCORPORATE EXISTING MIXED USE APPLICATION AND DEVELOPMENT STANDARDS, AND TO CLARIFY ASPECTS OF THE PUBLIC ART PROGRAM.

on the 15th day of April 2011 was published in summary in The Register Newspaper and on the 6th day of May 2011, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 13th day of April 2011 and the 27th day of April 2011, caused to be posted in summary in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

PEGGY J. JOHNS, CITY CLERK
Laguna Hills, California

**EXHIBIT A- Text Revisions to Section V. Land Use & Development
Standards of the Urban Village Specific Plan
(New text in bold/underline; deleted text in strikeout)**

V. LAND USE & DEVELOPMENT STANDARDS

The regulations and standards contained in this section shall apply to all properties located within the Urban Village area. They are intended to serve as a tool for encouraging the establishment of a mix of uses permitted by the General Plan and Development Code by providing standards and guidelines for creating an integrated village atmosphere while insuring functionality. The Urban Village Specific Plan is consistent with the existing provisions of the Laguna Hills General Plan and Development Code. In cases where this Specific Plan contains differing standards from the development code, the Specific Plan standard shall prevail over the Development Code. In cases where standards are not addressed by this Specific Plan, the development code requirements and standards shall prevail.

PERMITTED LAND USES

Table 1 identifies the permitted uses, and accessory uses within the Urban Village district. Uses in the table are permitted subject to the permit criteria referenced. The Conceptual Land Use Plan identified in Figure 6 provides a visual representation of the desired location of various potential uses for evaluation by the City during review of development proposals. The Plan identifies a Main Street area as the pedestrian-oriented commercial district for the central core of the village. Although the Plan proposes a variety of other uses surrounding this core area, there is some flexibility regarding the specific

locations. Any use not included on Table 1 shall be considered prohibited.

Where the symbol "P" appears in the status column adjacent to the land use category the use is permitted by right. When the symbol "C" appears, then the use may be permitted subject to the review and approval of a conditional use permit. Uses identified with an "A" are considered accessory to a primary use, when it is customarily incidental to the primary use. Some of the uses identified in the table are considered temporary in nature, noted by the symbol "T" and subject to the review and approval of a temporary use permit. Where there are special development standards or regulations, the Laguna Hills Development Code section is identified.

All new construction projects require the approval of a Site Development Permit. Site Development Permits are required in the absence of any other specified permit or approval and may be required in addition to other approvals. Site Development Permits shall be processed in accordance with the provisions of Chapter 9-92 of the Laguna Hills Development Code.

Mix of Uses

Developments which seek to incorporate a mix of uses shall also be approved through a precise plan of development. A precise plan, unlike a specific plan, is limited to a single property or limited group of contiguous properties rather than a

geographic area, and incorporates the standards for design and zoning within the adopted development code rather than creating specific standards. It is more precise than a site plan in that it regulates the exact mix of uses within the project. Such a process allows the community to assess potential impacts from the project and to provide a balance of uses and purposes that promote community image, reduce undesirable environmental consequences and improve the fiscal abilities of the city to meet locally expressed needs. Requirements for precise plans are contained in Chapter 9-92 of the Laguna Hills Development Code.

A precise plan, upon approval, shall be binding upon all owners and tenants for which the plan is developed and shall be binding upon all heirs, successors, and assignees. An agreement shall be required and recorded to evidence the precise plan.

Design of mixed use projects shall require that each project consider and incorporate (as the City deems appropriate) the following special considerations:

- Transit support facilities;
- Transportation demand control measures;
- Public plazas, landscape areas, water features;
- Pedestrian facilities.

Specifications and standards adopted by the city for the above items shall be considered in the

design and development of the mixed use area.

The following standards are intended to ensure the compatibility of uses in a mixed use project as addressed through a precise plan.

Security. The residential units shall be designed to ensure the security of residents through the provision of secured entrances and exits that are separate from the non-residential uses and are directly accessible to parking areas. Non-residential and residential uses shall not have common entrance hallways or common balconies. These separations shall be shown on the development plan and the separations shall be permanently maintained.

Restriction on Activities. Non-residential uses shall be designed and operated, and hours of operation limited, where appropriate, so that neighboring residents are not exposed to offensive noise, especially from traffic, trash collection, routine deliveries or late night activity. No use that is immediately adjacent to a residential use shall produce loading or unloading of materials, products, and or supplies at the site between the hours of 8 pm and 7 am.

Noise Standards. Residential portions of the project shall be designed to limit the interior noise caused by the commercial and parking portions of the project to a maximum of forty-five (45) db CNEL on an annual basis in any habitable room with windows closed. Proper design may include, but shall not be

limited to, building orientation, double or extra-strength windows, wall and ceiling insulation, and orientation and insulation of vents. Where it is necessary that windows be closed in order to achieve the required level, means shall be provided for ventilation/cooling to provide a habitable environment.

Vibrations and Odors. No use, activity or process shall produce vibrations or noxious odors that are perceptible without instruments at the property lines of the site or within the interior of residential units on the site, consistent with Section 9-

74.050.K of of the Laguna Hills Development Code.

Lighting. Outdoor lighting associated with commercial uses shall not adversely impact residential uses, but shall provide sufficient illumination for access and security purposes. Such lighting shall not blink, flash, oscillate, or be of unusually high intensity or brightness, consistent with Sections 9-40.170 and 9-44.060.I of the Laguna Hills Development Code.

TABLE 1
LAND USE MATRIX

USE	PERMITTED	REFERENCE
Adult Businesses	SUP	See Chapter 9-54
Animals/Pets	A	See Chapter 9-56
Arcade, Game	C	
Bar, Tavern, Cocktail Lounge	C	
Boarding House	P	
Carnival/Fair/Circus	T	See Chapter 9-62
Christmas Tree/Pumpkin Sale	T	See Chapter 9-62
Church/temple	C	
Commercial Recreation	P	
Communication Facility	◇	See Chapter 9-58
Community Care Facility	◇	See Chapter 9-64
Community Center	C	
Conference/Convention Facility	C	
Construction Office	T	See Chapter 9-62
Convenience Store	C	
Day Care Center	◇	See Chapter 9-64
Department Store	P	
Drainage Facility	A	See Chapter 9-70
Drive-thru	C	
Dwelling, Multiple-family	P	
Dwelling, Single-Family Attached	P	
Farmers Market	C	
Finance Institution	P	
Fire/Police Station	C	
Fortune Telling	P	
Game Court	A	See Chapter 9-70
Gas Station	C	See Development Standards below
Government Facility	C	
Health Club	C	
Heliport	A/C	

USE	PERMITTED	REFERENCE
Hospital	C	
Hotel/Motel	C	
Library, public	P	
Massage Establishment	P ◇	See Chapter 4-28
Motion Picture Theatre	P	
Museum	P	
Nightclub	C	
Office/Business/Medical/ Headquarters/Professional	P	
Outdoor Event	T	See Chapter 9-62
Outdoor Sales	T	See Chapter 9-62
Outdoor Vending Cart/Kiosk	A/C	
Park, public/private	P	
Performing Arts Center	C	
Public/Private Transportation Uses	P	
Recreation Facility, private	C	
Recycling Event/Facility	P	See Chapter 9-82
Restaurant	P	
Restaurant, Fast Food/no drive-thru	P	
Retail/Service Business	P	
School, commercial	C	
School, private	C	
School, public	C	
Senior Center	C	
Single-Room Occupancy Housing Facility	C	See Chapter 9-72
Swim Club	C	
Tennis Club	C	
Vehicle Leasing/Rental	P	
Veterinary Clinic	C	

Note:

- A = Accessory Use
- SUP = Special Use Permit
- C = Conditional Use Permit (CUP)
- T = Temporary Use Permit (TUP)
- P = Permitted
- ◇ = Special requirements

INTENSITY OF DEVELOPMENT

The allowed development intensity in the Urban Village is regulated based upon trip generation limits to insure that the City's Mobility Element Level of Service (LOS) Standard "D" is not exceeded at any of the intersections within the area, except for specially designated intersections (i.e., Congestion Management Program intersections) where LOS E is acceptable. The Laguna Hills General Plan and Development Code contain provisions requiring that individual development projects prepare traffic analysis reports to determine trip generation that would occur as the result of the development. This insures that the maximum build out trip levels evaluated in the General Plan Master Program EIR are not exceeded as a result of the new development projects. At the time that the General Plan was adopted in 1994 updated in July 2009, the Urban Village area could accommodate 1,193 1,243 additional AM peak hour trips, and 1,642 2,272 PM peak hour trips.

~~Since the intensity of development allowed within the Urban Village Specific Plan area is subject to "trip budget" limits set forth in the City's General Plan, the City contracted with the firm "Linscott, Law & Greenspan to prepare an updated Traffic Study to assess whether the traffic projections in the General Plan Master EIR were still valid, and to identify the remaining "trip budget" available to accommodate new development within the area.~~

~~The Linscott, Law & Greenspan Study concluded that the regional traffic projections provided in the Laguna Hills General Plan Master EIR were still valid, however the total "trip budget" available for new development was less than what was available at the time of adoption of the General Plan because of a number of new development and redevelopment projects that had been approved and constructed since the adoption of the General Plan. At present the remaining trip budget for the Urban Village area is 1,035 AM peak hour trips and 1,134 PM peak hour trips.~~

Trip Budget Allocation for Future Development Projects

New development anticipated to occur within the Urban Village is based upon the City's knowledge of potential projects anticipated in the area, as summarized below:

- Retail: 183,000 300,000 square feet
- Hotel: 250 rooms
- Residential: 200 dwelling units
- Medical Office (no general office): 138,000 square feet
- General Office (no medical office): 380,000 square feet

~~The Linscott, Law & Greenspan Study concluded that the anticipated mix of uses and size of development for each land use could be accommodated within the remaining trip budget thresholds. It~~

should be noted that the Specific Plan includes provisions for flexibility in development options, so that there could be more retail uses and less office uses established, or vice-versa, as long as the trip budgets are not exceeded. The trip budget debiting process is based upon the addition or subtraction of “vehicle trips”, not land use type or size of the project (even though land use type and size are used as parameters for calculating the trip generation potential of a particular project).

Method to Determine Intensity

Prior to expansion of an existing use, construction of a new development, or intensification of existing facilities, persons proposing such projects shall provide an analysis of traffic impacts. The analysis shall be in the form of a comprehensive traffic study, which addresses the following:

- Existing available AM and PM peak hour trips
- AM and PM peak hour trip generation from the project
- Post project available AM and PM peak hour trips
- Critical intersection and link analysis
- Assessment of the impacts of the project upon critical intersections and links.
- Statement of transportation demand strategies and mitigation measures to be implemented to reduce impacts to acceptable levels.
- Analysis of methods to finance and implement mitigation measures.

Applicants shall be permitted to develop to the maximum intensity of their plans only upon verification that trip generation

impacts created are within the acceptable levels identified by the General Plan. Further, the proposed plan shall be consistent with the requirements outlined in the Specific Plan.

Small Projects that generate 50 or less peak hour trips shall only be required to verify that there are adequate AM and PM peak hour trips remaining to accommodate their projects, and will not be required to prepare a comprehensive traffic study.

DEVELOPMENT STANDARDS

The standards in Table 2 shall apply to developments within the Urban Village area regardless of type of use. Within the Main Street area identified in Figure 6 and along the street edges, the building setbacks, height limits, lot coverage and other standards of development may be more restrictive than the requirements listed below. These criteria are necessary to create an environment inviting to pedestrians with variations in building massing and scale. These additional development standards for new projects are outlined within the section titled Streetscape Edge Conditions beginning on page 10 of the Land Use Plan.

Gas Stations shall be required to use the reverse-design site layout for new construction to ensure compatibility with surrounding uses and to soften the visual impact. This method places the pump islands at the rear of the site with the office/ store at the front to screen the pump islands.

Table 2
Development Standards

ITEM	COMMERCIAL	RESIDENTIAL (HD only)
Minimum lot size	10,000 sq. ft. 30,000 sq. ft. for gas stations	7200 sq. ft.
Minimum lot width	100 ft.	50 ft.
Minimum lot depth	100 ft.	100 ft.
Maximum lot coverage	70%	60% unlimited for projects with density over 30 DUs/AC
Maximum density (per discussion above on intensity of development)	See discussion above on intensity of development	50.0 DUs/AC (gross)
Maximum building height	75 ft.	65 ft.
Minimum setback - front: parking lot parking structure building	10 ft. 20 ft. 20 ft.	20 ft. 20 ft. 20 ft.
Minimum setback - side: (interior)	10 ft. abutting residential 0 ft. abutting commercial	5 ft.
Minimum setback - street side	15 ft. (parking lot 10 ft.)	15 ft.
Minimum setback - rear	20 ft. abutting residential 0 ft. abutting commercial	20 ft.
Minimum open space: Public Private	N/A N/A	N/A 30%
Minimum Landscape Coverage	15%	25%
Minimum building separation: — Main — Main — Main — Accessory — Accessory — Accessory	10 ft. 2.5 ft. 2.5 ft.	10 ft. 2.5 ft. 2.5 ft.
Parking	See Chapter 9-44 and below	See Chapter 9-44 and below

<u>ITEM</u>	<u>STANDARD</u>
<u>Minimum lot size</u>	<u>10,000 sq. ft.</u>
<u>Minimum lot width</u>	<u>100 ft.</u>
<u>Minimum lot depth</u>	<u>100 ft.</u>
<u>Maximum lot coverage</u>	<u>70%</u>
<u>Density</u>	<u>See discussion above on intensity of development.</u> <u>For residential projects: a density of 30 DUs/AC (gross) to 50 DUs/AC (gross) is allowed</u>
<u>Maximum building height</u>	<u>75 ft.</u>
<u>Minimum setback—front:</u> <u> parking lot</u> <u> parking structure</u> <u> building</u>	<u>10 ft.*</u> <u>20 ft.*</u> <u>20 ft.*</u>
<u>Minimum setback—side (interior)</u>	<u>10 ft. abutting residential*</u> <u>0 ft. commercial abutting non-residential*</u>
<u>Minimum setback—street side</u>	<u>10 ft. *</u>
<u>Minimum setback—rear</u>	<u>20 ft. abutting residential*</u> <u>10 ft. abutting non-residential*</u>
<u>Minimum open space and amenities</u>	<u>10% **</u>
<u>Minimum landscape coverage</u>	<u>15%</u>
<u>Minimum building separation:</u> <u>Main→Main</u> <u>Main→Accessory</u> <u>Accessory→Accessory</u>	<u>10 ft.</u> <u>2.5 ft.</u> <u>2.5 ft.</u>
<u>Parking</u>	<u>See Chapter 9-44</u>
<u>Signage</u>	<u>See Chapter 9-42</u>

* Modifications. The setbacks may be modified in connection with a site development permit or a precise plan of development in order to promote increased pedestrian activity, provide for unified street frontage, ensure privacy and light for residential uses, provide for public spaces, and promote compatibility with existing development and the goals of the Urban Village Specific Plan .

**For residential projects only. Amenities shall include open space and landscape/hardscape features, such as pools, spas, play courts, etc. The open space and amenities requirement is in addition to the minimum landscape coverage requirement.

PUBLIC ART

It is the desire of the City of Laguna Hills to enhance the cultural and aesthetic environment of the City and to encourage creativity, education and the appreciation of the arts and our cultural heritage. The provision of art in public places is one means to achieve these goals. –Public Art includes, but is not limited to, sculptures, paintings, graphic arts, mosaics, photographs, fountains, decorative arts, and the preservation of historical or cultural resources. The Public Art must be located in places that are open and easily accessible to the public, which may be on private or public properties.

All new developments with a total construction cost of \$250,000 or more shall provide public art and/or contribute to a Public Art In-Lieu Fund as part of their project. The minimum value for the public art component and/or in-lieu fee shall be one-half percent (0.5 %) of the total construction costs of the project. Formula: 0.005 x Total Construction Cost = Value of the Public Art Component and/or In-Lieu Fee. The art shall be prominently placed within the development project and oriented toward the pedestrian experience of the site or may be located within an adjoining public plaza or Town Green. At the discretion of the City, a project may be required to contribute to the Public Art Fund in lieu of providing the art. New development includes the construction of new projects and the remodeling of existing facilities in excess of fifty (50) percent of the value of the structure. ~~The minimum value for the public art component or in-lieu fee shall be one-half percent (0.5 %) of the total construction costs of the project. Formula:~~

~~la:0.005 x Total Construction Cost = Value of the Public Art Component or In Lieu Fee.~~ Total construction costs is determined by the valuation as determined by the Community Development Department and indicated on the building application submitted in order to obtain permits for the project.

Allowable expenses from the art allocation include: the artist fee for design and fabrication, mountings and bases for installation of the artwork and lighting that is integral to the artwork. Landscaping surrounding the art, delivery expenses and installation costs may not be included in the art allocation. The artist selected must have experience in design concepts, fabrication installation and long-term durability of large-scale outdoor artworks, and be approved by the City prior to selection. Artwork must be constructed of durable, long-lasting materials that can withstand outdoor display and require low maintenance. Recommended materials include bronze, stainless steel, high-grade aluminum or hard stone. Artworks incorporating water features must be designed so that the artwork can stand on its own should the water cease to function properly.

The public art component of the project shall be reviewed and approved by the City in conjunction with the review and approval of the Site Development Permit for the Development Project. Since the value of the art is based upon the total construction costs, the actual review of the proposed art may be a separate review by the ~~p~~Planning Agency. However, the review and approval shall be completed before the issuance of any building permits for the project.

The applicant shall be responsible for the submittal of plans and specifications of the art and the proposed location **for the City's approval**. The Planning Agency shall review the design, location and value of the proposed Art for conformance with the requirements and goals of the Public Art Program. The applicant may propose to locate the Public Art on the project site or at an appropriate off-site location in the vicinity of the project. The artwork should not be sited near monument signs, walls, benches, or utility boxes, since these structures may block viewing the art and diminish the aesthetic value of the artwork. The Public Art shall be created and installed prior to the issuance of the Occupancy Permits for the project.

At the discretion of the Community Development Director, based upon the size, scale, location and construction costs of the project, the applicant may be required to contribute to the Public Art In-Lieu Fund rather than install a piece of art. The City may commission and acquire artwork using the Public Art In-Lieu Funds. City artwork shall meet the same design and location criteria as private artwork.

TEMPORARY USES/ACTIVITIES

Unless modified by this section, the provisions of chapter 9-62 of the LHMC relating to Temporary Uses, shall apply to properties in the Urban Village. The Town Green and plazas will provide opportunities for a variety of temporary uses, some that are associated with the adjoining businesses and others that create activity to encourage pedestrian uses. Other locations within the Urban

Village may also be appropriate for temporary uses. Temporary uses could include: civic ceremonies, farmers markets, festivals, live performances, fairs and seasonal activities. Each temporary use shall be limited in size, location and scale to ensure that surrounding parcels are not impacted by the use. Conditions may be placed on the use by the City to reduce any potential impacts.

OUTDOOR VENDORS/CARTS/KIOSK

Throughout the Urban Village, to create an atmosphere that encourages pedestrian traffic and invites people to walk between uses, outdoor vendors are permitted as an accessory use, subject to the approval of a Conditional Use Permit. While the vendors' cart or kiosk may appear to be temporary in nature, they shall be designed to complement the architectural style of the other buildings on the site and integrated into the site design to provide for easy pedestrian access. Moving vendor carts are prohibited. The size and location of vendor carts shall be limited to ensure that the business is oriented to the pedestrian and not the surrounding streets and to provide for adequate pedestrian circulation around the use. When outdoor vendor uses are located within the Town Greens or plazas, the primary function of those spaces for strolling, sitting, walking, eating and interaction with others shall not be compromised.

LIGHTING

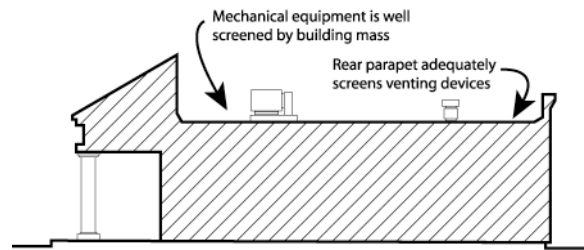
Exterior lighting shall be energy-efficient and shielded or recessed so that direct glare and reflections are contained within the boundaries of the parcel, and

shall be directed downward and away from adjoining properties and public rights-of-way. No lighting shall blink, flash, or be of unusually high intensity or brightness. All lighting fixtures shall be appropriate in scale, intensity, and height to the use it is serving. Security lighting shall be provided at all entrances/exits. Lighting of outdoor parking areas shall be designed and maintained in a manner to prevent glare or direct illumination from intruding into any off-site areas.

Lighting fixtures shall be provided in accordance with the Design Guidelines in Section IV. In addition, uncovered access, parking and loading areas shall have a minimum of .5 foot-candles of illumination for general use areas and 1.0 foot-candles of illumination for high use areas. As determined by the Planning Department, high use areas include: vehicular entries and exits, parking accessways, pedestrian areas, passenger loading areas, areas of higher intensity vehicular movement; areas of concentrated pedestrian and vehicular movement, and where added security is desired.

SCREENING

Any equipment, whether on the roof, side of a structure or ground mounted, shall be screened from view. The method of screening shall be architecturally compatible in terms of materials, color, shape, and size. The screening design shall blend with the building design and include landscaping when on the ground. Screening shall be provided in accordance with the Design Guidelines in Section IV of this specific plan.



All roof-mounted equipment, except for solar panels meeting standards of the Uniform Building Code, including but not limited to air conditioning units, lighting fixtures and mechanical equipment shall be shielded from view from on-site parking areas, adjacent streets and adjacent residentially zoned properties. The screening material must be compatible with and integrated into the architectural design of the structure.

PROPERTY MAINTENANCE

All properties within the Urban Village Area shall be kept and maintained in a clean, neat, orderly, operable and usable condition. This requirement applies to buildings, paving, fences, walls, landscaping, water, earth and any other structure or natural feature on the site. The provisions of Chapter 9-74 of the LHMC relating to Property Maintenance shall be applicable to the Urban Village.

WALLS AND FENCES

The regulations of Section 9-40.100 of the LHMC relating to fences, walls and hedges shall apply to all developments within the Urban Village, except where the Land Use Plan (Section III of this Specific Plan) and the Design Guidelines (Section IV) indicate specific edge conditions or design concepts. For example, one of the planned unifying elements of the specific plan is a 30-inch

high stone wall or hedge within the parkway along the perimeter streets and entries. Additional fencing in these areas, between the property line and building facade shall be prohibited.

LANDSCAPING

The regulations of Section 9-46 of the LHMC relating to landscaping standards and guidelines shall apply to all developments within the Urban Village, except where the Land Use Plan (Section III of this specific plan) and the Design Guidelines (Section IV) indicate specific edge conditions or design concepts. For example, the Landscape Plan, Figure 31, provides for certain specific locations for street trees and the Edge Conditions Plan, Figure 7, and Edge Condition Sections, Figures 8 through 15, delineate where groundcovers and shrubs will be placed along the streets.

PARKING

The regulations of Section 9-44 of the LHMC relating to access and parking shall apply to all developments within the Urban Village, except as modified below. To encourage new development that complies with the Main Street and design elements of this Specific Plan, such as including pedestrian pathways and village greens, the required off-street parking for new and existing development may be reduced in conjunction with Site Development Permit review, and approval. The reduced parking standards may be approved provided the City Council makes the following "Reduced Parking Findings":

1. That the calculated parking demand for new development projects, based upon the recommendations and me-

thodology outlined in the Linscott, Law & Greenspan Traffic and Parking Study dated March 7, 2002, justifies a reduced parking requirement for the new development.

2. That the proposed reduction to the parking standards result in a project which is of a superior design quality and functionality; and
3. That the three goals of the specific plan relating to type of uses, pedestrian-friendly atmosphere and Urban Village identity are satisfied through the proposal; and
4. That the proposed development is consistent with the Land Use Plan in terms of the location, type of use and provision of pedestrian pathways, plazas and town greens; and
5. That the project conforms to the design guidelines for the creation of an Urban Village with respect to setbacks, building orientation, edge conditions, building massing.

Reduced Parking Standards

The Linscott, Law & Greenspan Traffic and Parking Study dated March 7, 2002, indicated that reduced parking standards for new development or changes in use within the Urban Village area could be supported based upon a "Consolidated Parking Ratio for shopping Centers" or a "Shared Parking Model" (See pages 10 through 15, and Tables 7 through 13 of the Study). The process to determine the reduced parking standard to be applied to individual projects shall be as follows:

Application of Consolidated Parking Ratio for Shopping Centers

Prior to expansion of an existing use, construction of a new development, or intensification of existing facilities, applicants proposing such projects shall provide an analysis of parking requirements. The determination of parking requirements shall address the following:

- The current City Code parking ratios shall first be applied to the project to create a baseline, by calculating the project's "stand-alone" parking requirements.
- For General Retail uses located within the Laguna Hills Mall property, a parking ratio of 4.5 spaces per 1,000 SF of gross leasable area (GLA) shall be applied, as long as no more than 20% of the total GLA is in restaurant, entertainment, or cinema space.
- For General Retail uses located outside the Laguna Hills Mall property, a parking ratio of 4.5 spaces per 1,000 SF of gross leasable area (GLA) shall be applied, as long as, no more than 10% of the total GLA is in restaurant, entertainment, or cinema space.

If the project does not exceed the above 20% or 10% standards, then no additional parking analysis is required and the reduced parking ratio may be approved, provided the "Reduced Parking Findings" are made by the City.

Application of Shared Parking Methodology

If more than 20% of the GLA within the Laguna Hills Mall property, or more than

10% of the GLA for the General Retail outside the Laguna Hills Mall property is in restaurant, entertainment or cinema space; then any proposed expansion of existing use, construction of new development, or intensification of existing facilities must apply the Shared Parking methodology to calculate the required parking. However, to ensure that the Shared Parking model is appropriately applied to future expansion projects within the Urban Village, the following guidelines must be followed:

- It should first be established that the individual uses have a common parking footprint that is easily accessible by all the uses, and that the individual uses have different peak parking periods, to test the reasonableness of any potential shared use of parking in the Village.
- If a future expansion project results in a change of use (switches to a different land use category), the Shared Parking model must be recalculated in its entirety. The resultant parking demand identified from a singular Shared Parking calculation must never be automatically used as a "baseline" value to debit or credit another (or future) project's incremental parking requirements.
- Exclusive-use parking areas must be recognized specifically when applying the Shared Parking procedure, and either carried at a continuous 100% parking profile during their entire period of exclusivity, or treated entirely separate. Moreover, disaggregating of the Shared Parking study area to logical subcomponents (based upon proximity, walking distances, specifi-

cally merged parking fields, etc) for a “micro” assessment is required.

The process to be followed in applying the Shared Parking methodology shall be as follows:

- Determine what constitutes a Shared Parking area or zone by reviewing the site plan for the project. Disaggregating the overall Shared Parking study area into multiple subcomponents assures proximate parking supply to demand sources.
- Calculate the Shared Parking requirement utilizing the Parking Ratio and Profile Summary (Table 9) of the Linscott, Law & Greenspan Study dated 3/7/02, through the following steps:
 1. Identify the land uses and quantities (SF of gross floor area, number of hospital beds, etc) that can reasonably be expected to share a common parking facility or be serviced by multiple parking nodes.
 2. Using the parking ratios in the Table 9, determine the peak parking requirement for each identified use.
 3. Adjust for any parking demand component which will be unavailable for sharing (i.e., spaces which will be exclusively dedicated, or spaces accessible by only one use type).
 4. Using the parking profiles in Table 9, apply the respective parking demand profile for each use identified.

5. Determine the total parking demand for each hour during the day. Isolate the maximum demand level.

- The need for parking “contingency” beyond the calculation of parking requirements for the project shall be evaluated. Additional “safety factor” spaces will be necessary when a parking area or zone is deficient, or when the parking needs/demand of a generator requires multiple parking sub-areas to support it.

SIGNS

The regulations of Section 9-42 of the LHMC relating to signs and advertising devices shall apply to all developments within the Urban Village, except as modified by the Design Guidelines (Section IV) and the following regulations.

Permitted Signs – To encourage creativity in sign design and to foster a pedestrian atmosphere, the following additional sign types are permitted within the Urban Village area, subject a determination by the City that the signs are in conformance with the sign Design Guidelines found in Section IV.

- projecting signs,
- painted wall signs,
- murals,
- figurative signs,
- freeway oriented signs
- other types of nontraditional signs.

Size and scale – To the extent possible the size limits identified in Section 9-42-090 of the LHMC shall also apply to the unique types of signs described above. In accordance with Section 9-42.180 of

the LHMC, in conjunction with the review and approval of a Master Sign Program, deviations to the Sign standards matrix may be granted by the Planning Agency based on design quality, creativity, and compatibility of the signage with the building architecture and surrounding land uses.

Review Procedures – Unique sign types that are not listed in the LHMC, may be permitted through the review and approval of a Site Development Permit for a Master Sign Program, as outlined in Section 9-42.170 of the LHMC.

**ADDENDUM
TO
CITY OF LAGUNA HILLS GENERAL PLAN
FINAL PROGRAM ENVIRONMENTAL IMPACT REPORT**

Purpose and Scope

This environmental document is an Addendum to the City of Laguna Hills ("City") General Plan Final Program Environmental Impact Report (State Clearinghouse No. 20080811100), certified July 14, 2009, by the City of Laguna Hills. Program Environmental Impact Reports generally analyze broad environmental effects of the program with the acknowledgment that site-specific environmental review may be required for particular aspects of portions of the program when those aspects are proposed for implementation. The City of Laguna Hills is the Lead Agency for the review and evaluation of the project under consideration in this Addendum. The Urban Village Specific Plan Amendment ("UVSP Amendment") is a subsequent activity within the program covered by the General Plan Program EIR. This Addendum documents the fact that the UVSP Amendment is within the scope of the project covered by the Program EIR.

Project Description

The Urban Village Specific Plan (UVSP) area is located in Orange County, California, within the City of Laguna Hills. This area consists of 240 acres bounded by Paseo de Valencia on the north and west, Los Alisos Boulevard on the south, and I-5 on the east (see attached map). The UVSP regulates development within the Village Commercial area of Laguna Hills. The purpose of the Village Commercial area is to develop a community core in which a variety of public, regional commercial, recreational, and high density residential uses work in concert to create an "urban village." The UVSP, which governs the land uses in this area, provides for a continuing mixture of land uses, including retail, residential hotel, medical offices, and general offices.

The City's new General Plan, completed and approved in 2009, targets the UVSP area for expansion/revitalization in the future and allocates commercial and residential development opportunity. Specifically, the new General Plan assumes 300,000 square feet of new retail uses (an increase of 117,000 square feet over that allowed by the prior General Plan and existing UVSP), a 250 room hotel, 200 residential units, and 380,000 square feet of office uses within the UVSP area. The new General Plan requires changes to the UVSP to: (1) incorporate the increased (117,000 square feet) development, and (2) add the Housing Element requirements that establish a minimum residential density standard of 30 units per acre and reduce high density residential open space standards that discourage affordable housing. See General Plan Implementation Programs LU-4 and H-9 (attached). In addition, the amendment to the UVSP includes other minor changes that: (1) integrate and improve internal consistency between the existing Commercial and Residential development standards, (2) incorporate the mixed use application process and development standards

already contained in the City's Development Code, (3) insert the AM and PM peak hour trips from the new General Plan, and (4) update the Public Art section to clarify the management of the funds collected.

Analysis

After approval of a program EIR, a lead agency must evaluate subsequent activities within the program to determine whether, and to what extent, further CEQA review may be required. See California Environmental Quality Act ("CEQA") Guidelines Section 15168(c). If the lead agency finds, pursuant to Guidelines Section 15162, that a subsequent activity involves new significant effects that were not examined in the program EIR, a substantial increase in the severity of identified effects, or that new mitigation measures are necessary, the lead agency must prepare an initial study leading to either an EIR or a negative declaration. If, on the other hand, the lead agency finds that none of the conditions for subsequent review set forth in Section 15162 are present, the lead agency can approve the activity as being within the scope of the project covered by the program EIR, and no new environmental document is necessary. Section 15164 of the CEQA Guidelines specifies that the lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

Here, the proposed Urban Village Specific Plan Amendment ("UVSP Amendment") makes certain minor changes to the program that were not contemplated in the program EIR. These changes, however, will not result in any new significant impacts, or any increase in the severity of identified significant impacts as described in Section 15162. Therefore, the proposed UVSP Amendment is within the scope of the General Plan Program EIR, and no further CEQA document is necessary. This Addendum has been prepared to describe the minor changes and document the conclusion that the UVSP Amendment is within the scope of the General Plan program EIR.

The proposed UVSP Amendment is consistent with the City's General Plan, implements the goals and policies of the General Plan, and is addressed and analyzed in the General Plan Final Program EIR. The General Plan identifies the Urban Village area as an "opportunity area" and allows for the addition of approximately 117,000 square feet of retail space, above and beyond that specified in the UVSP. Amending the UVSP to reflect the development intensification approved in the General Plan (and covered in the General Plan Final Program EIR) is necessary. Amending the UVSP is called out in the General Plan as an Implementation Program and is also a mitigation measure in the General Plan Final Program EIR. Additionally, the General Plan provides for a density of 50 dwelling units per acre and therefore, adequately addresses the State's requirement for a minimum residential density of 30 dwelling units per acre in the UVSP area.

The UVSP amendment will include a few minor changes to existing development standards and the public art requirement. These changes are consistent with the

goals and policies of the General Plan and do not result in an increase in development intensity above that already analyzed by the General Plan Final Program EIR. As discussed below, none of these minor changes to the UVSP would result in any new or more severe effects on the environment. Minor differences in potential impacts associated with the revised development standards are within the scope of the impacts contemplated in the General Plan Final Program EIR.

Perhaps the most notable revision to the development standards is the change from separate development standards for commercial and residential uses, to one set of development standards for all uses. None of the standards for commercial development are affected, residential development standards either stayed the same or became more restrictive, with the exception of maximum building height, minimum landscape coverage, and minimum open space.

Under the new universal development standards, the maximum building height for residential development increased from 65 feet to 75 feet. This increase in potential residential building height would only apply to stand-alone residential development since the existing development standards allow for residential mixed use development with a maximum building height of 75 feet. Since residential development constitutes a minor portion of the UVSP development potential and future residential development is expected to be incorporated into mixed use projects, the increase in potential building height for stand alone residential would not result in new impacts involving building height and bulk beyond those previously anticipated in this area by the General Plan Final Program EIR.

The minimum landscape coverage requirement for residential development decreased from 25% to 15% under the new universal development standards. This decrease could potentially result in an increase to impervious surfaces under future redevelopment. The potential for an increase to impervious surfaces would be minimal since the UVSP area is currently developed and mostly paved. Minor and less than significant changes in runoff could occur, but no modifications to existing flood and storm drainage control infrastructure would be required. A reduction in required landscape coverage could potentially result in reduced irrigation water needs.

The requirement for minimum open space amenities in residential development decreased from 30% to 10% under the new development standards. This reduction is required to promote more affordable high density residential, as discussed in the Project Description, and is consistent with the General Plan Implementation Programs LU-4 and H-9. No adverse environmental effects are anticipated from this change.

No changes are proposed to the permitted land use matrix for the UVSP. To ensure a compatible mix of uses, the UVSP will require that new mixed use developments are approved through a precise plan, which requires careful consideration of potential impacts from the development and ensures that a proper balance of uses is established. Furthermore, the UVSP has been modified

to include additional provisions in mixed use developments for enhanced security, restrictions on activities, noise standards, vibrations and odors, and lighting to ensure that residential uses are not adversely impacted by commercial uses. Conformance with these provisions will be reviewed for each development proposal and approved by the City under the precise plan. Upon approval, the precise plan will be a binding and recorded agreement upon all owners and tenants of the development. With the precise plan process in place, no significant effects are anticipated from mixed use development.

Proposed revisions regarding public art requirements pertain only to the process in which those requirements are determined and management of the overall program. These revisions would have no effect on the physical or spatial characteristics of future art work. As such, there would be no environmental effects.

Attachments:

1. CEQA Guidelines Section 15162
2. CEQA Guidelines Section 15164
3. CEQA Guidelines Section 15168
4. General Plan Implementation Programs LU-4 and H-9
5. UVSP Area Map

CEQA Guidelines

15162. SUBSEQUENT EIRS AND NEGATIVE DECLARATIONS

(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or *Association of Environmental Professionals 2010 CEQA Guidelines 155*

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

(b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.

(c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.

(d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Section 21166, Public Resources Code; *Bowman v. City of Petaluma* (1986) 185 Cal.App.3d 1065; *Benton v. Board of Supervisors* (1991) 226 Cal.App.3d 1467; and *Fort Mojave Indian Tribe v. California Department of Health Services et al.* (1995) 38 Cal.App.4th 1574.

CEQA Guidelines

15164. ADDENDUM TO AN EIR OR NEGATIVE DECLARATION

- (a) The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.
- (b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.
- (c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.
- (d) The decision making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.
- (e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Section 21166, Public Resources Code; *Bowman v. City of Petaluma* (1986) 185 Cal.App.3d 1065; and *Benton v. Board of Supervisors* (1991) 226 Cal.App.3d 1467.

CEQA Guidelines

15168. PROGRAM EIR

(a) General. A program EIR is an EIR which may be prepared on a series of actions that can be characterized as one large project and are related either:

- (1) Geographically,
- (2) A logical parts in the chain of contemplated actions,
- (3) In connection with issuance of rules, regulations, plans, or other general criteria to govern the conduct of a continuing program, or
- (4) As individual activities carried out under the same authorizing statutory or regulatory authority and having generally similar environmental effects which can be mitigated in similar ways.

(b) Advantages. Use of a program EIR can provide the following advantages. The program EIR can:

- (1) Provide an occasion for a more exhaustive consideration of effects and alternatives than would be practical in an EIR on an individual action,
- (2) Ensure consideration of cumulative impacts that might be slighted in a case-by-case analysis,
- (3) Avoid duplicative reconsideration of basic policy considerations,
- (4) Allow the Lead Agency to consider broad policy alternatives and programwide mitigation measures at an early time when the agency has greater flexibility to deal with basic problems or cumulative impacts, and *Association of Environmental Professionals 2010 CEQA Guidelines* 158
- (5) Allow reduction in paperwork.

(c) Use with Later Activities. Subsequent activities in the program must be examined in the light of the program EIR to determine whether an additional environmental document must be prepared.

(1) If a later activity would have effects that were not examined in the program EIR, a new Initial Study would need to be prepared leading to either an EIR or a Negative Declaration.

(2) If the agency finds that pursuant to Section 15162, no new effects could occur or no new mitigation measures would be required, the agency can approve the activity as being within the scope of the project covered by the program EIR, and no new environmental document would be required.

(3) An agency shall incorporate feasible mitigation measures and alternatives developed in the program EIR into subsequent actions in the program.

(4) Where the subsequent activities involve site specific operations, the agency should use a written checklist or similar device to document the evaluation of the site and the activity to determine whether the environmental effects of the operation were covered in the program EIR.

(5) A program EIR will be most helpful in dealing with subsequent activities if it deals with the effects of the program as specifically and comprehensively as possible. With a good and detailed analysis of the program, many subsequent activities could be found to be within the scope of the project described in the program EIR, and no further environmental documents would be required.

(d) Use with Subsequent EIRs and Negative Declarations. A program EIR can be used to simplify the task of preparing environmental documents on later parts of the program. The program EIR can:

- (1) Provide the basis in an Initial Study for determining whether the later activity may have any significant effects.

(2) Be incorporated by reference to deal with regional influences, secondary effects, cumulative impacts, broad alternatives, and other factors that apply to the program as a whole.

(3) Focus an EIR on a subsequent project to permit discussion solely of new effects which had not been considered before.

(e) Notice with Later Activities. When a law other than CEQA requires public notice when the agency later proposes to carry out or approve an activity within the program and to rely on the program EIR for CEQA compliance, the notice for the activity shall include a statement that:

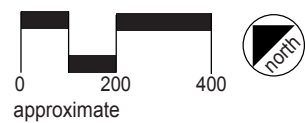
(1) This activity is within the scope of the program approved earlier, and

(2) The program EIR adequately describes the activity for the purposes of CEQA.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Section 21003, Public Resources Code; *County of Inyo v. Yorty*, (1973) 32 Cal. App. 3d 795.

LAND USE		2010 - 2012	Annual	Bi-Annual	Ongoing
Responsible Department:	Community Development, Public Services				
Funding Source:	General Fund, development fees				
LU-4. Urban Village Specific Plan Review and update the Urban Village Specific Plan to ensure consistency with the General Plan and to help implement the General Plan policies and principles. The Urban Village Specific Plan will be updated to address the following: 1. Require any proposed residential development to be between 30 and 50 dwelling units per acre. 2. Allow additional square footage for retail activities. 3. Perform a trail connections study, showing how the UVSP area can be connected to the Regional Trail System.					
Implements policy(ies):	LU-1.1, 1.2, 1.3, 3.2, 6.1, 6.2				
Responsible Department:	Community Development, Public Services				
Funding Source:	General Fund, development fees				

HOUSING		2010 - 2012	Annual	Bi-Annual	Ongoing
H-9. 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. Amend the Urban Village Specific Plan to require residential densities between 30 and 50 dwelling units per acre. 5. Separate the transitional care facility/community care facility/emergency shelter definitions and explicitly allow emergency shelters in the Mixed Use zone subject to the development standards allowed by State law. 6. Update and include definitions for Emergency Shelter, Supportive Housing, and Transitional Housing, consistent with the provisions of the California Health and Safety Code. Transitional and supportive housing will be treated as residential uses subject to the same standards that apply to other residential uses of the same type in the same zone.					
Implements policy(ies):	H-2.1, H-2.2, H-2.3, H-2.5, H-2.9, H-3.4				
Responsible Department:	Community Development				
Funding Source:	General Fund				



4/12/2011 ITEM NO. 6.1

Laguna Hills Urban Village

Aerial Photo

date: Nov. 2002

fig. 3

ATTACHMENT 3

LAND USE		2010 - 2012	Annual	Bi-Annual	Ongoing
Responsible Department:	Community Development, Public Services				
Funding Source:	General Fund, development fees				
LU-4. Urban Village Specific Plan Review and update the Urban Village Specific Plan to ensure consistency with the General Plan and to help implement the General Plan policies and principles. The Urban Village Specific Plan will be updated to address the following: 1. Require any proposed residential development to be between 30 and 50 dwelling units per acre. 2. Allow additional square footage for retail activities. 3. Perform a trail connections study, showing how the UVSP area can be connected to the Regional Trail System.					
Implements policy(ies):	LU-1.1, 1.2, 1.3, 3.2, 6.1, 6.2				
Responsible Department:	Community Development, Public Services				
Funding Source:	General Fund, development fees				

HOUSING		2010 - 2012	Annual	Bi-Annual	Ongoing
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Implements policy(ies):	H-2.1, H-2.2, H-2.3, H-2.5, H-2.9, H-3.4				
Responsible Department:	Community Development				
Funding Source:	General Fund				



CITY of LAGUNA WOODS

ATTACHMENT 4

RECEIVED

MAR 08 2011

CITY OF LAGUNA HILLS

February 23, 2011

Mrs. Julie Molloy, Senior Planner
City Of Laguna Hills
~~25201 Paseo de Alicia, #150~~ 24035 EL TORO RD
Laguna Hills CA. 92653

RE: Urban Village Specific Plan Ordinance Amendment

Dear Mrs. Molloy:

The City of Laguna Woods would like to thank you for the opportunity to comment on the City of Laguna Hills Urban Village Specific Plan Ordinance Amendment (UVSP). Staff has reviewed the documents and has the following comments:

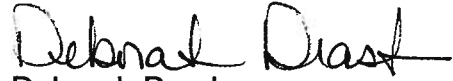
As per our July 2009 letter regarding our follow up comments on the City of Laguna Hills Draft General Plan update and Draft PEIR, the City of Laguna Woods still has concerns over the additional average daily trips that will come from the future development of retail, hotel, residential, and medical or office uses in the UVSP. Additionally, the proposed amount of development within the UVSP site raises concerns about traffic, noise, and air quality impacts that could affect residents and businesses in the City of Laguna Woods.

Furthermore, the City of Laguna Woods requests that project level environmental review, including traffic analysis be prepared and approved as future development projects are proposed within the UVSP. As discussed in previous communications regarding the Specific Plan, the analysis should include evaluating project effects on traffic, noise, air quality, and other impacts in adjacent communities, including Laguna Woods.

The City of Laguna Woods reiterates our desire to review and comment on any specific proposed development project in Laguna Hills that is adjacent to or could impact Laguna Woods. We are especially concerned with the potential health and welfare impacts on residents living along Paseo de Valencia, El Toro Road, and Laguna Hills Drive from future development and increased traffic, as well as with the additional peak hour trips on Moulton Parkway that could affect implementation of our General Plan.

If you have any questions about the comments provided please contact me at 949 639-0521

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah Drasler". The signature is fluid and cursive, with the first name "Deborah" and last name "Drasler" clearly distinguishable.

Deborah Drasler

City Planner,

City of Laguna Woods

**CITY OF LAGUNA HILLS**

~~February 28, 2011~~

Ms. Julie Molloy
Senior Planner
City of Laguna Hills
Community Development Department
24035 El Toro Road
Laguna Hills, Ca 92653

**RE: City of Laguna Hills
Urban Village Specific Plan
Ordinance Update**

Dear Ms. Molloy:

On behalf of the Golden Rain Foundation (GRF), I have reviewed the Notice of the City of Laguna Hills Urban Village Specific Plan (UVSP) and associated documents. On February 23, 2011, I also met with both yourself and Vernon Jones, Community Development Director, and discussed the proposed Ordinance Update.

Per my discussions with your offices, it is my understanding that the Ordinance Update is to amend the UVSP to allow for an additional 117,000 square feet of retail uses. This is the only land use intensification that is occurring via this Ordinance Update. Additionally, the Ordinance Update provides for a trip budget increase which is reflective of those trips found in the July 2009 General Plan. As we understand it, the revised UVSP trip budget will provide for and additional 1,243 AM peak hour trips and 2,272 PM peak hour trips. These trips will become part of the trip budget allocated for the Urban Village which regulates the overall development intensity.

Per your notice (p. 35) and my understanding of the allocation of these trips, each new Urban Village development project will be required to "prepare a traffic analysis report to determine trip generation that would occur as the result of the development. This insures that the maximum build out trip levels evaluated in the General Plan Program EIR are not exceeded as a result of the new development projects." The notice further clarifies this program (p.35) by stipulating "It should be noted that the Specific Plan includes provisions for flexibility in development options, so that there could be more retail uses and less office uses established, or vice-versa, as long as the trip budgets are not exceeded. The trip budget debiting process is

based upon the addition or subtraction of the “vehicle trips”, not land use type or size of project (even though land use type and size are used as parameters for calculating the trip generation potential of a particular project)”. This being said, it is my understanding that this trip budget will be allocated on a “first come first serve” basis and that once the trips are fully utilized, no new development, even if allowed under the Urban Village, could occur without an amendment to the General Plan.

Further, based on my discussion with Mr. Jones, it is my understanding that each new Urban Village project will require a traffic analysis, and depending on its size and scale, environmental analysis, including, in some cases, an full Environmental Impact Report. From GRF’s perspective, this analysis is imperative to fully understand each development’s traffic impacts and proposed mitigation measures. We remain concerned that those impacts have never been fully analyzed from a cumulative standpoint and therefore want to stress our interest in ensuring that each project can fully mitigate its impacts.

GRF wants to stress that it continues to be very concerned that the traffic generated from any new development be fully mitigated, particularly those impacts that affect the City of Laguna Wood’s circulation system. Of specific concern is any new traffic that would directly impact El Toro Road and Moulton. Your General Plan provides policies (as noted below) that ensure and require your continued coordination with adjacent cities, which we believe will be necessary to fully mitigate the cumulative impacts of the future UV developments.

In the response to comments to the 2009 General Plan FEIR (response 11-5) it notes that: “The General Plan does not propose any specific development projects or entitle any specific development project”. And, with regard to potential impacts to surrounding communities (response 11-10), the document notes: “Furthermore, the Mobility Element also contains policies and implementation programs that address traffic issues outside of the City of Laguna Hills. Policy M-1 states “consider and address regional traffic generation and impacts from development in surrounding communities when planning improvements to the local circulation system.” Policy M-1.4 states “work with neighboring cities to address impacts of new development that cross jurisdictional boundaries.” The General Plan also contains specific implementation programs that implement these policies. Implementation Program M-1 requires, in part, “... the City will coordinate with location jurisdictions to reduce the impacts of development in Laguna Hills on adjacent jurisdictions.”

We urge you to implement the policies outlined in the 2009 General Plan FEIR and work with the City of Laguna Woods to address any traffic issues generated by any new development. Thank you for considering our comments and please notify us of your upcoming public hearings on this matter which are tentatively proposed to occur on either March 22, 2011 or April 12, 2011.

Sincerely,

A handwritten signature in black ink that reads "Coralee S. Newman" followed by a small, stylized mark that appears to be "(lbc)".

Coralee S. Newman
Government Relations Consultant to
Golden Rain Foundation

CC: Cris Robinson
Legal Affairs Manager
Golden Rain Foundation

Vernon A. Jones, A.I.C.P.
Community Development Director
City of Laguna Hills

The Attachment referenced in
the Agenda Report:

Attachment 6. City of Laguna Hills
General Plan Program Environmental
Impact Report - Disk Format,

is available for review in the
City Clerk's Department.

CITY OF LAGUNA HILLS

AGENDA REPORT PUBLIC SERVICES DEPARTMENT

**ISSUE: UPDATE OF THE CITY'S BIKEWAYS, TRAILS & OPEN SPACE
 MASTER PLAN**

SUMMARY:

The Implementation Plan of the 2009 General Plan Mobility Element recommends an update of the 2001 Bikeways, Trails & Open Space Master Plan (Master Plan) along with a review of pedestrian, bicycle, and equestrian connectivity throughout the City. Staff has developed an update of the Master Plan in order to attain consistency with the previously adopted Bicycle Transportation Plan and the General Plan Mobility Element. The Traffic Commission approved the Master Plan update at its meeting of January 19, 2011, and the Parks and Recreation Commission approved the update at its meeting of February 2, 2011. City Council approval is recommended.

BACKGROUND:

The General Plan was adopted in July 2009, and included an Implementation Program. Implementation Program M-5 of the Mobility Element recommends an update of the Master Plan. In accordance with the Implementation Program, staff reviewed the Master Plan and sought public input for the update of the Master Plan via the Traffic Commission and the Parks and Recreation Commission. In performing the review, staff identified gaps and barriers to pedestrian, bicycle, and equestrian connectivity and identified appropriate means and locations for overcoming those barriers. Staff also updated the Trails component of the Master Plan to add and include a pedestrian/walkability component that identifies areas throughout the City where barriers to connectivity exist and measures and/or techniques to improve walkability and safety can be implemented over time.

The City adopted the Orange County Transportation Authority (OCTA) Commuter Bikeways Strategic Plan as the City's Bicycle Transportation Plan in December 2009. This Plan identifies improvements to the City's current bicycle transportation system and allows the City to meet eligibility requirements for State Bicycle Transportation funding.

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE UPDATES TO
THE BIKEWAYS, TRAILS & OPEN SPACE MASTER PLAN.**

Agenda Report
Update of the City's Bikeways, Trails &
Open Space Master Plan
Page 2

The City's Master Plan has also been updated to reflect projects listed in the Bicycle Transportation Plan.

The following sections of the Master Plan were updated:

Bikeways

Staff revised the Bikeways section of the Master Plan using the same format as the original 2001 Master Plan. The updated Bikeways section is included as an attachment to this report and includes a list of existing and proposed bikeways throughout the City and a list of bikeways opportunities and constraints. A major update to the original plan involved reviewing and updating the existing and proposed bikeways and trails. Many Class II Bikeways have been installed since 2001, including: Alicia Parkway east of Paseo de Valencia to Hon Avenue on the north side and Bentley Lane on the south side; La Paz Road from Paseo de Valencia to Cabot Road; and Moulton Parkway from Via Lomas to the City limits north of Glenwood. A Class III Bikeway was also created along Cabot Road from La Paz Road to south of Oso Parkway. A full listing of existing bikeways is shown in Table 1 of the updated Bikeways Section (attached). Additional connectivity can be achieved by completing the proposed bikeways. The updated section is also consistent with the adopted 2009 Bicycle Transportation Plan.

Trails

Staff has revised the Trails section of the Master Plan, again utilizing the same format as the original 2001 Master Plan. While performing its review, staff inventoried existing trails and sidewalks including consideration of opportunities, constraints, and safety concerns throughout the City. However, the format of the Master Plan was modified to include a sidewalks and pedestrian component as described under the Implementation Program of the Mobility Element of the 2009 General Plan. Hence, the name of this section was changed to Trails and Pedestrian Walkability. Staff inventoried sidewalks and reviewed connectivity and safety. The updated section is included as an attachment to this report.

Upon updating the foregoing sections of the Master Plan, the City will be in compliance with the Implementation Program Goal M-5 of the Mobility Element in the General Plan and will also be consistent with the Bicycle Transportation Plan.

FISCAL IMPACT:

Costs will vary for each individual project and will be proposed through Capital Improvement Program Budget cycles. Staff will also seek State funds for bikeway related projects listed in the City's Bicycle Transportation Plan as opportunities arise.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE UPDATES TO THE BIKEWAYS, TRAILS & OPEN SPACE MASTER PLAN.

ATTACHMENTS:

- Bikeways Section of the City of Laguna Hills Bikeways, Trails & Open Space Master Plan
- Trails and Pedestrian Walkability Section of the City of Laguna Hills Bikeways, Trails, and Open Space Master Plan

BIKEWAYS

Introduction

The City of Laguna Hills has an existing system of bikeways that provides internal community links as well as bicycle access to many of the surrounding communities. In addition, there are several arterial highways that have adequate right-of-way to accommodate additional bikeways that would fill in missing links, allowing for a more complete circulation pattern.

Information regarding existing bikeways was collected from the following sources:

- Field observation
- City of Laguna Hills 2001 Bikeways, Trails, & Open Space Master Plan
- Communications with City of Laguna Hills staff
- Communications with County of Orange staff
- Previous stakeholder meetings and communications with interested persons
- City of Laguna Hills 2009 Bicycle Transportation Plan
- Review by the City's Traffic Commission

The City adopted its Bicycle Transportation Plan in 2009. This plan shows the City's existing and proposed bikeways with constraints and recommendations.

To provide a consistent method of defining bikeways this planning effort utilizes the Caltrans standards for classifying bikeways. It defines Class I, Class II, and Class III as follows:

- Class I bikeway (Bike Path). Provides a completely separated right-of-way for the exclusive use of bicycles and pedestrians with cross-flow minimized.
- Class II bikeway (Bike Lane). Provides a striped lane for one-way bike travel on a street or highway.
- Class III bikeway (Bike Route). Provides for shared use with pedestrian or motor vehicle traffic.

In addition to bikeways and trails, multi-use corridors may exist for both bikeway and trail users. These can consist of either of two alternatives: a bikeway and trail separated by a fence or median or a bikeway with a soft shoulder wide enough to be used as a trail.

Existing Bikeways

The bikeways have been expanded since the 2001 Bikeways, Trails & Open Space Master Plan was issued. The existing bikeways are listed in Table 1 below:

Table 1

Street	From	To	Class	Mileage
Alicia Pkwy (w/b)	Paseo de Valencia	Moulton Pkwy	I	0.76
Paseo de Valencia (sb)	Laguna Hills Dr	Alicia Pkwy	I	0.28
San Diego Fwy Path s/s	Alicia Pkwy.	North of Georgia Sue Dr.	I	0.33
J01 Bike trail (County of Orange)	I-5 fwy	w/o Moulton Pkwy	I	1.8
Laguna Hills Drive	Paseo de Valencia	Indian Hill lane	I	0.48
Oso Parkway (w/b)	Cabot Rd	Moulton Pkwy	I	1.71
Alicia Pkwy	Moulton Pkwy	Paseo de Valencia	II	0.76
Paseo de Valencia (nb)	Alicia Pkwy	El Toro Rd	II	1.50
Paseo de Valencia (sb)	El Toro Rd	Alicia Pkwy	II	1.50
Paseo de Valencia	Alicia Pkwy	La Paz Rd.	II	0.91
Alicia Pkwy	Paseo de Valencia	Hon Ave	II	0.83
Laguna Hills Dr (w/b)	Paseo de Valencia	Moulton Pkwy	II	0.70
Laguna Hills Dr (e/b)	Moulton Pkwy	Paseo de Valencia	II	0.70
Oso Pkwy (e/b)	Moulton Pkwy	Cabot Rd	II	1.71
Oso Pkwy (w/b)	Cabot Rd	Moulton Pkwy	II	1.71
Moulton Pkwy (n/b)	City bdry near Glenwood Dr.	La Paz Rd	II	1.72
Moulton Pkwy (s/b)	City bdry near Glenwood Dr.	City bdry near Nellie Gail Rd	II	2.18
Moulton Pkwy	Lake Forest Dr.	Ridge Route Dr.	II	0.56
Los Alisos Blvd (e/b)	Paseo de Valencia	San Diego Fwy (City bdry)	II	0.43
Los Alisos Blvd (w/b)	San Diego Fwy (City bdry)	Paseo de Valencia	II	0.43
Lake Forest Dr (e/b)	Del Lago Dr	Santa Vittoria	II	0.76
Lake Forest Dr (w/b)	Santa Vittoria Dr	Del Lago Dr.	II	0.76
La Paz Rd e/b	Cabot Rd	I-73	II	2.37
La Paz Rd w/b	I-73	Cabot Rd	II	2.37
Cabot Rd.	La Paz Rd.	s/o Oso Pkwy	III	1.18
			Total	28.0

The following bikeways form a strong north-south connection:

- A Class II bikeway exists on Paseo de Valencia, on both the easterly and westerly sides, from El Toro Road to La Paz Road. This section includes a Class I bikeway on the easterly side of Paseo de Valencia from Aliso Creek to Laguna Hills Drive and on the westerly side of Paseo de Valencia from Laguna Hills Drive to Alicia Parkway.
- A Class II bikeway exists on the east side of Moulton Parkway from the City boundary near Glenwood Drive to La Paz Road, and on the west side of Moulton Parkway from the City boundary near Glenwood Drive to the City boundary near Nellie Gail Road.
- A Class II bikeway exists on Moulton Parkway, on both the east and west sides, from Lake Forest Drive to Ridge Route and is in the process of being extended to Santa Maria Drive.
- A Class III bikeway exists along Cabot Road, on both the east and west sides, from La Paz Road to south of Oso Parkway.

The following bikeways form a strong east-west connection:

- A Class II bikeway exists on Alicia Parkway, on the northerly side, from Moulton Parkway to Hon Avenue and, on the southerly side, from Moulton Parkway to Bentley Lane. This section also includes a Class I bikeway along the northerly side of Alicia Parkway from Paseo de Valencia to Ramona Street (City boundary).
- A Class II bikeway exists on La Paz Road, on both the northerly and southerly sides, from Cabot Road to the I-73.
- A Class II bikeway exists on Oso Parkway, on both the north and the south sides, from Moulton Parkway to Cabot Road. This section also includes a Class I bikeway along the north side of Oso Parkway from Cabot Road to Moulton Parkway. A decomposed granite trail exists on the south side of Oso Parkway from Moulton Parkway to Bridlewood Drive that serves as both a walking path and bike trail.
- A Class II bikeway exists on Laguna Hills Drive, on both the north and south sides, from Moulton Parkway to Paseo de Valencia. A Class I bikeway exists on the south side from Paseo de Valencia to approximately 800 feet east of Indian Hill Lane.
- A Class II bikeway exists on Los Alisos Blvd., on both the north and south sides, from Paseo de Valencia to the I-5 freeway (City boundary).
- A Class II bikeway exists on Lake Forest Drive, on both the north and south sides, from Santa Vittoria to Del Lago Drive.
- A combined City and County bikeway system exists easterly from the I-5 / Aliso Creek open space area to the east side of Paseo de Valencia then southerly to Laguna Hills Drive then westerly toward Moulton Parkway.

Connections between the central portion of the City and north Laguna Hills are a significant challenge. Some examples are below:

- There is insufficient right-of-way to provide a bicycle connection along Avenida de la Carlota from Ridge Route Drive to Los Alisos Boulevard.
- There are segments of Moulton Parkway with insufficient right-of-way in the City of Laguna Woods.
- There is no bike lane on El Toro Road.

External links include:

- The bikeway beneath the I-5 corridor at Aliso Creek, behind the homes on Georgia Sue connecting into Mission Viejo, and along Aliso Creek into Aliso and Wood Canyons Wilderness Park.

Although there may be opportunities within the City to add additional bike lanes, unless there are destinations within the City or links outside the City, the expense to create the trails may not be justified. The development of Class I bikeways is particularly

expensive and not an option in most areas. However, Class I bikeways are planned within the Southern California Edison transmission power line corridor from La Paz Road to Alicia Parkway and continuing from Alicia Parkway to Indian Hill Lane. A Class I bikeway is also planned in the La Paz Open Space from Paseo de Valencia to Moulton Parkway.

While much of the infrastructure in the City of Laguna Hills is in place, there are still practical opportunities for additional Class II and Class III bikeways that would increase the livability of the community. In particular, planning emphasis was directed toward identifying:

- Safe and convenient routes to enhance connectivity throughout the City.
- Linkages to nearby wilderness and open space areas including:
 - Aliso and Wood Canyons Wilderness Park
 - Laguna Coast Wilderness Park
 - Aliso Creek
 - Oso Creek-Trabuco Canyon Corridor
 - San Diego Creek-Santa Ana River Corridor

Additionally, other objectives used to evaluate bikeway and trail opportunities and constraints included:

- Safe and convenient links between residential neighborhoods and the Laguna Hills Mall, north Laguna Hills, and the remainder of the City.
- Links to existing and potential bikeways in adjacent cities including:
 - Laguna Niguel – to the south
 - Mission Viejo – to the east and north
 - Irvine – to the northwest
 - Laguna Woods – to the west
 - Lake Forest – to the northeast
 - Aliso Viejo – to the west
- Cost.
- Stakeholder acceptability.

Bikeway Opportunities and Constraints

Striping opportunities for bikeways including Class II and III improvements are listed in Table 2 below. Some of these locations will not be feasible until roadway widenings are implemented.

Table 2

Street/Path	From	To	Class	Mileage
Ridge Route Dr.	Mill Creek	Santa Vittoria	Class II	0.46
Ridge Route Dr	Mill Creek	Avenida de la Carlota	Class II	0.68
Aliso Hills Dr	Alicia Pkwy	La Paz Rd	Class II	0.9
Alicia Pkwy	Moulton Pkwy.	Ramona St.	Class II	0.22

Street/Path	From	To	Class	Mileage
*Moulton Pkwy	Ridge Route Dr.	Santa Maria Ave.	Class II	0.25
Moulton Pkwy (n/b)	Nellie Gail Rd	La Paz Rd	Class II	0.56
Paseo de Valencia	La Paz Rd.	Cabot Rd.	Class II	0.59
Avenida de la Carlota	Ridge Route Dr.	Los Alisos Blvd	Class III	1.44
Avenida de la Carlota	Ridge Route Dr.	Lake Forest Dr.	Class III	0.73
El Toro Rd (w/b)	City bdry near Ave Carlota	Paseo de Valencia	Class III	0.34
El Toro Rd (e/b)	Paseo de Valencia	City bdry near Ave Carlota	Class III	0.34
Santa Vittoria Dr	Santa Maria Ave	Lake Forest Dr	Class III	1.27
Lake Forest Dr (e/b)	Del Lago Dr.	City Bdry near I-5 fwy	Class III	0.37
Lake Forest Dr (w/b)	City Bdry near I-5 fwy	Del Lago Dr.	Class III	0.37
El Toro Road	Avenida de la Carlota	City Bdry near I-5 fwy	Class III	0.06
Alicia Pkwy	Hon Ave.	City Bdry near I-5 fwy	Class III	0.18
La Paz Rd.	Cabot Rd.	City Bdry near I-5 fwy	Class III	0.08
Oso Pkwy	Cabot Rd.	City Bdry near I-5 fwy	Class III	0.05
			Total	8.89

*Under Construction 2010/2011

Other opportunities for bikeway improvements are listed below:

1. A bicycle route from the north Laguna Hills portion of the City to the Laguna Hills Mall and the Community Center would provide an important linkage helping to unite the two portions of the City. Each of the following alternate routes were explored; however, each present significant constraints:
 - Avenida de la Carlota from Ridge Route Drive to Los Alisos Boulevard – there is inadequate right-of-way for a bicycle route. Although there is a sidewalk along the west side of the street, in addition to conflicts with pedestrians, there are many commercial aprons that make bicycle travel on the sidewalk not recommended.
 - Moulton Parkway from Ridge Route Drive to El Toro Road has varying widths with inadequate right-of-way in some areas. Adding more right-of-way would require acquisition of an easement from Laguna Woods Village private property, and this is not in the City of Laguna Hills. The City of Laguna Woods has long term plans to accomplish this project.
 - El Toro Road from Moulton Parkway to Paseo de Valencia has inadequate right-of-way as it passes through the City of Laguna Woods. Creating a bikeway would be the responsibility of the City of Laguna Woods.

No other linkages suitable for bicycles were found between north Laguna Hills and the central portion of the City.

2. Linkages from north Laguna Hills into adjacent cities are, likewise, severely constrained, primarily because of insufficient right-of-way in the adjacent city. Routes that were explored include:

- Santa Maria Avenue and Ridge Route Drive into Irvine – There is a small sliver of privately owned land interposed between the City of Laguna Woods and Laguna Coast Wilderness Park. This would need to be purchased by others before a bikeway route could be implemented.
 - Lake Forest Drive into Irvine – Construction of an extension of Lake Forest Drive is currently underway. A bike lane can be connected in the future to the existing bike lane along Lake Forest Drive from Santa Vittoria Drive to Del Lago Drive.
 - Lake Forest Drive into Lake Forest – There is insufficient right-of-way for a bikeway approaching and crossing the I-5.
 - There is the possibility of a Class I bikeway or multi-use corridor utilizing the existing utility road along the south side of the San Diego Creek tributary (near Veeh Ranch Park) leading into Irvine and potentially linking into the San Diego Creek trail system.
3. While linkages outside the north Laguna Hills area are limited, there are potential linkages within this area. A loop could be created by the addition of the following bikeway links:
- Santa Maria Avenue from Moulton Parkway westbound to Santa Vittoria Drive – There is adequate right-of-way for a Class II bikeway. However, most of Santa Maria Avenue lies within the City of Laguna Woods.
 - Santa Vittoria Drive from Santa Maria Avenue northbound past Veeh Ranch Park to Lake Forest Drive – There is adequate right-of-way for a Class II bikeway, however, parking, which is in high demand, may have to be eliminated.
 - West side of “lakes” from Veeh Ranch Park southbound to Ridge Route Drive – Privately owned commercial parcels may lend themselves to a bikeway easement in the future.
4. Linkage opportunities into adjacent communities to the north and east of the City are limited. The following routes for Class I, Class II, and Class III linkages into the Cities of Laguna Woods, Lake Forest, and Mission Viejo were explored and found to present significant constraints:
- El Toro Road into Lake Forest – There is insufficient right-of-way near the I-5 and the City of Lake Forest for a bikeway.
 - Alicia Parkway into Mission Viejo – There is insufficient right-of-way near the I-5 and in the City of Mission Viejo for a bikeway.
 - Paseo de Valencia provides an important link within the City of Laguna Hills, however, the Class II bikeway terminates at the I-5 corridor (Avenida de la Carlota) at its northern end and has insufficient right-of-way to extend beyond La Paz Road at its southern end.

Two existing, adjacent routes extend into Mission Viejo:

- Los Alisos Boulevard east bound into Mission Viejo – Existing Class II bikeways provide a link from Los Alisos Boulevard in Laguna Hills to Mission Viejo.

- Aliso Creek Trail east bound into Mission Viejo – An existing Class I bikeway traverses beneath the I-5 corridor linking the City of Laguna Hills with Mission Viejo (County Trail).
5. Existing linkages to adjacent cities to the south, southwest, and southeast of the City are more common and include:
- Oso Parkway – An existing Class II bikeway in the City of Laguna Hills links beneath the I-73 with an existing Class II bikeway in Laguna Niguel on the west and with an existing Class II bikeway in Mission Viejo on the east. A Class I bikeway along the north side of Oso Parkway exists from Cabot Road to Moulton Parkway.
 - Cabot Road – An existing southbound Class II bikeway begins at Oso Parkway and connects with existing Class III bikeways in the Cities of Mission Viejo and Laguna Niguel at it passes in and out of the City of Laguna Hills.
6. Opportunities in the City are available to connect existing bikeways and complete several circuits. These would link residential neighborhoods with important destinations within the City such as:
- The Community Center
 - Laguna Hills Mall
 - Elementary and Middle Schools
 - Laguna Hills High School
 - City parks
 - Aliso Creek

See Table 2 for a list of bikeway striping opportunities.

Alicia Parkway – Most of the portion of Alicia Parkway in the City of Laguna Hills has a Class I or Class II bikeway. A Class II or III bikeway may be able to be created along the north side of Alicia Parkway from Hon Avenue to the easterly City limits, and along the south side from Bentley Lane to the easterly City limits, for connectivity with the City of Mission Viejo, subject to determining bicycle routing across the Alicia / I-5 bridge.

La Paz Road – The open space parallel to the north side of La Paz Road, from Moulton Parkway to Paseo de Valencia, presents an excellent opportunity to expand the bikeway network in the City of Laguna Hills. A proposed multi-use trail project is listed in the future CIP. A trail system at this location could provide several good links including:

- A link to Paseo de Valencia
- A link to Aliso Hills Drive

- A link to the Edison Easement – This would be useful assuming a cooperative agreement can be reached to allow a multi-use corridor easement over the existing Edison utility road
- A link to Aliso Creek – Via the existing westbound County trail.
- A link to Oso Parkway – If an easement could be obtained over the existing Nellie Gail Trail passing just east of the Falcon Hill Community (behind the homes on Buckboard Lane).

Edison Easement – The Edison Easement extends from Cabot Road westward to Indian Hill Lane, diagonally crossing the mid-section of the City. It has the potential to carry school aged children from neighborhoods and local schools to the Community Center between La Paz Road at Paseo de Valencia and Alicia Parkway at Community Center Drive. The segment from La Paz Road to Alicia Parkway has many steep grades and adding a bike trail to this site would require extensive grading and retaining walls. The existing Edison maintenance road would lend itself well to a pedestrian/equestrian trail with minimal improvements. The segment from the Community Center west to Indian Hill Lane is more conducive to a multi-use trail. Both of these projects are listed under the future CIP.

7. Additional bikeway opportunities that would add significant value to the City of Laguna Hills Bikeway System and are located in adjacent communities include:
 - El Toro Road – Laguna Woods – Add Class II bikeway eastbound from Moulton Parkway to Paseo de Valencia.
 - San Diego Creek tributary – Irvine – Add multi-use corridor along the north and south side of the tributary to San Diego Creek (Veeh Ranch Park area).

TRAILS AND PEDESTRIAN WALKABILITY

Introduction

The trail system in the City of Laguna Hills is composed of trails maintained by the City Laguna Hills, the County of Orange, and the Nellie Gail and Lomas Laguna Homeowners Associations. Most of the trail segments are owned in fee by the entity maintaining them.

The primary values of the trail system within the City of Laguna Hills are:

1. To provide internal trails for local walking and horseback riding; and
2. To serve as links to trails into nearby wilderness areas.

Because of the suburban nature of the City and the limited developed open space, pedestrian activity is generally limited to suburban sidewalks. Sidewalks connect all the arterial highways throughout the City. Sidewalks also connect the major facilities including: schools, the Community Center, the Civic Center, parks, Laguna Hills Mall, etc. Connectivity to the various major venues throughout the City has been greatly enhanced by the recent City's Wayfinding Sign Program.

Along with suburban sidewalks, the City also contains County Aliso Creek trails and the Nellie Gail private trails. The Nellie Gail trails are primarily intended for resident and guest equestrian uses. Signal buttons at equestrian height are provided at several intersections and there are four existing tunnels beneath major arterials in the city to provide safer linkages for equestrians and hikers.

Inventory

Information regarding existing open space was collected from the following sources:

- Field observation
- City of Laguna Hills Bikeways, Trails, & Open Space Master Plan
- Communications with the City of Laguna Hills staff
- Communications with County of Orange staff

Existing Trails

Sidewalks constitute the majority of pedestrian by-ways provided by the City of Laguna Hills. Equestrian-zoned property within the City is limited to the Nellie Gail community that has built its own system of trails. Additionally, internal trails connecting to the open space in surrounding communities are maintained by the County of Orange.

City of Laguna Hills Maintained:

The City recently completed the Oso Parkway Landscaping Improvement Project which included the construction of a decomposed granite trail along the south side of Oso

Parkway eastbound from Moulton Parkway to Cabot Road. This trail is used as a hiking and biking trail. Equestrian use on this trail is prohibited between Moulton Parkway and Bridlewood Drive as there is a Nellie Gail equestrian trail upslope of this location.

There is a paved trail along the north side of Oso Parkway from Nellie Gail Road to Cabot Road which is used as both a hiking and a biking trail.

There is a Class I bikeway along the south side of Laguna Hills Drive that is used both as a bikeway and a walkway.

There is a trail alongside Veeh Ranch Park.

There is an equestrian trail along the perimeter of Cabot Park along Rapid Falls Road.

County of Orange Maintained:

The County of Orange maintains several trails within the City of Laguna Hills creating cross-city connections and providing access to neighboring communities. Although a few of the County trails are surfaced with green waste mulch, most have a decomposed granite or native soil surface.

Trails along Aliso Creek are an important component of the County trail system within the City. They provide an important link from the I-5 corridor to the Aliso and Wood Canyons Wilderness Park. The Aliso Creek Trail system, which includes a portion of a County trail, begins under the I-5 corridor north of the Juan Avila Adobe site (north of Georgia Sue Drive). It proceeds westbound along Aliso Creek and wraps around Paseo de Valencia to Laguna Hills Drive and eventually reaches Aliso and Wood Canyons Wilderness Park through other pathways.

The County maintains a southbound trail along the east side of Cabot Road that connects to the Oso Creek/Trabuco Canyon system near Crown Valley Parkway, providing a future link to the southern communities and the beach.

The County maintains an important small trail segment in the City of Laguna Hills that links the existing Nellie Gail Trail with the County maintained Aliso Creek Trail into Aliso and Wood Canyons Wilderness Park as follows:

- The trail runs along the north side of La Paz Road from the Nellie Gail Trail (east of Moulton Parkway) tunnel connection to the westbound La Paz Trail to Moulton Parkway at La Paz Road through a tunnel connection and then northerly along the westerly City boundary to join with the Aliso Creek Trail north of Alicia Parkway. A portion of this trail is maintained by the Lomas Laguna HOA.
- An alternate route is to use the sidewalk north to the intersection of Moulton Parkway and Alicia Parkway and head west on the Class I bikeway on the north side of Alicia Parkway that joins the Aliso Creek bikeway to the northwest.

Nellie Gail Ranch Owner's Association Maintained:

A unique component of the Laguna Hills trail system is the Nellie Gail trails network. Nellie Gail, located in the south portion of the city, is a community of homes on large lots that are zoned for horses. The homes are connected by a trail network that was built and is maintained by the Nellie Gail Ranch Owners Association. The trail network provides not only an internal trail system; it also provides connections to County trails leading into large wilderness parks in adjacent communities. The trails are unpaved. Accessibility standards are exceeded in many places and the surface is unfavorable for some users. Although signs are posted along the trails notifying visitors the trail is private, the trail is likely used by non-resident equestrians and pedestrians.

While most of the trail system is internal to the Nellie Gail community, a few segments are important links to other trail systems as follows:

- Nellie Gail Trail along Greenfield Drive crosses the San Joaquin Hills Transportation Corridor (I-73) and connects with a southbound County trail in Laguna Niguel.
- Caltrans access barrier fence interrupts a complete east-west trail corridor blocking the trail from Pinestrap Circle to just west of Greenfield Drive on the north side of I-73. If this segment were opened the link would be complete. However, in a past review, Caltrans denied this connection request.

An important link to the Aliso Creek trail to the Aliso and Wood Canyons Wilderness Park is as follows:

- A Nellie Gail Trail along the east side of Moulton Parkway and on the south side of Oso Parkway links to the City boundaries.
- A trail crosses beneath Oso Parkway just west of Nottingham Street, and runs westerly, just east of the Falcon Hill development, leading to La Paz Road.
- A trail crosses beneath La Paz Road and completes a westbound link to the County maintained trail along the north side of La Paz Road and then proceeds north bound to the County maintained Aliso Creek Trail westerly of Moulton Parkway [County Trails].

Trails and Sidewalks Opportunities and Constraints

Most of the trails in the City are County or Nellie Gail Trails. However, there are still good opportunities for additional trails and linkages that would increase the livability of the community.

Objectives used to identify trail opportunities and constraints are similar to those used for identifying bikeway opportunities and constraints and include:

- Safe and convenient links between residential neighborhoods, schools, and the Community Center, and nearby wilderness and open space areas including:
 - Aliso and Wood Canyons Wilderness Park
 - Laguna Coast Wilderness Park
 - Aliso Creek
 - Oso Creek-Trabuco Canyon Corridor
 - San Diego Creek-Santa Ana River Corridor
- Links to existing and potential trails in adjacent cities including:
 - Laguna Niguel – to the south
 - Mission Viejo – to the east and north
 - Irvine – to the northwest
 - Laguna Woods – to the northwest
 - Lake Forest – to the north
 - Aliso Viejo – to the west
- Cost
- Stakeholder acceptability

The following list of opportunities and constraints helps to highlight those trail and sidewalk improvements that would be of beneficial use:

Trails

- An existing Nellie Gail equestrian and hiking trail along the northern edge of the I-73 was interrupted by a Caltrans access fence when the corridor was built. Negotiating a realignment of the fence would allow a long-range connection from the Niguel Trail in Laguna Hills to Moulton Parkway.
- An existing hiking trail in Veeh Ranch Park could be connected to the Water District utility easement on the north and a trail along the west edge of the “Lakes,” providing access to riparian habitat along the Lakes and San Diego Creek.
- The Edison Utility Corridor could provide an equestrian/hiking trail connecting La Paz Road to the Community Center. Similar easements have been granted by Southern California Edison in adjacent communities. This trail could connect to a similar trail along the north edge of La Paz Road. This project is listed as a future CIP.
- A trail connection along the north side of La Paz Road could provide a scenic corridor connecting the County trail at Moulton Parkway to the Edison easement trail near Paseo de Valencia. This project is listed as a future CIP.
- Augmenting the existing Edison utility road from Alicia Parkway to Indian Hill Lane. This project is listed as a future CIP.

Sidewalks

- Moulton Parkway southbound from El Pacifico to Ridge Route:

A new sidewalk is being constructed as a part of the Moulton Parkway Smart Street Project.

- Paseo de Valencia southbound from Calle de la Plata to Laguna Hills Drive:
It is anticipated that when Paseo de Valencia is widened (future CIP), new sidewalk shall be included at this section.
- Cabot Road northbound from the south City limits to Paseo de Valencia:
There is no sidewalk on the east side of Cabot Road, and no plans for constructing sidewalk along this stretch due to physical constraints including adjacent railroad and no services or point of interests.
- Nellie Gail Ranch Community:
There are limited sidewalks in this community except for along one side of collector streets. This was a community design feature and is not anticipated to be changed. However, there are equestrian trails throughout this community. The trails are used by pedestrians and can be considered a replacement to the street sidewalk.
- South Side of Oso Parkway:
A concrete sidewalk has been replaced with a decomposed granite walking trail.

CITY OF LAGUNA HILLS

AGENDA REPORT POLICE SERVICES DEPARTMENT

ISSUE: 2010 POLICE SERVICES ANNUAL REPORT

SUMMARY:

Since incorporation, the City of Laguna Hills has contracted with the Orange County Sheriff's Department for law enforcement services. Each year, Laguna Hills Police Services provides a year-end report to the City Council highlighting significant law enforcement activity within the City.

BACKGROUND:

Police Services provides an Annual Report presentation, which provides a recap of Sheriff's Department activity. The presentation contains an overview of Police Services, and contains information on Patrol, Traffic Enforcement/ Safety, School Resource Officer Program, crime statistics, response times, community support activities, achievements and goals for the upcoming year.

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE 2010 ANNUAL REPORT.

CITY OF LAGUNA HILLS

AGENDA REPORT POLICE SERVICES DEPARTMENT

**ISSUE: DESIGNATION OF COUNTY ROUTE S18 AS THE ORANGE COUNTY
 DEPUTY SHERIFFS MEMORIAL HIGHWAY**

SUMMARY:

On March 15, 2011, the Orange County Board of Supervisors approved the designation of County Route S18 as the Orange County Deputy Sheriffs Memorial Highway. Additionally, the Board asked the Sheriff's Department to work with the cities of Aliso Viejo, Laguna Hills, Laguna Woods, Lake Forest, and Mission Viejo to obtain official recognition of the portions of the Orange County Deputy Sheriffs Memorial Highway that lie within those cities' jurisdiction.

BACKGROUND:

Sheriff Sandra Hutchens requested the Board designate portions of El Toro Road and Santiago Canyon from the Loma Ridge Emergency Operations Center access road to the terminus of El Toro Road at Laguna Canyon Road, as a tribute to the nine Orange County Deputy Sheriffs who were killed in the line of duty. Since 1912, the following Orange County Sheriff's Deputies have made the ultimate sacrifice in serving our communities:

Undersheriff Robert Squires (December 16, 1912)
Deputy Ezra Stanley (November 19, 1940)
Deputy Robert Schultz (April 21, 1958)
Deputy Mark Tonkin (October 24, 1988)
Deputy Darryn Robins (December 25, 1993)
Deputy Brad Riches (June 12, 1999)
Deputy Steven Parsons (June 24, 2000)
Sergeant Matthew Davis (September 20, 2002)
Sergeant Ira Essoe (February 4, 2010)

**RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION
ENTITLED: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA
HILLS, CALIFORNIA, OFFICIALLY RECOGNIZING THE DESIGNATION OF
COUNTY ROUTE S18 AS THE ORANGE COUNTY DEPUTY SHERIFFS MEMORIAL
HIGHWAY.**

A memorial honoring all 49 peace officers who have died in the line of duty within Orange County was created in the Santa Ana Civic Center's Plaza of the Flags in 1986; however, there is no memorial dedicated exclusively to fallen Orange County Deputy Sheriffs. There are State roadways within Orange County that are designated as memorial highways, including a section of State Route 22 (Garden Grove Freeway) honoring fallen officers from the Garden Grove Police Department and sections of State Route 1 (Pacific Coast Highway) and State Route 133 (Laguna Canyon Road), which are dedicated to veterans of several wars. Because these are State roadways, their designation as memorial highways is under the purview of the State legislature.

The roadway proposed to be designated as the Orange County Deputy Sheriffs Memorial Highway is County Route S18. This roadway runs through both north and south Orange County as Santiago Canyon Road and El Toro Road, and has been a primary route utilized by deputies since the Orange County Sheriff's Department was established in 1889. The proposed memorial route would begin on Santiago Canyon Road at the access road for the Loma Ridge Emergency Operations Center near the City of Orange, and would extend along Santiago Canyon Road and El Toro Road, ending at the terminus of El Toro Road at Laguna Canyon Road. The roadway runs through unincorporated County area and the cities of Lake Forest, Mission Viejo, Laguna Hills, Laguna Woods, and Aliso Viejo.

The target time frame for completion of the proposed project to install the signage that would identify the Orange County Deputy Sheriffs Memorial Highway is late May 2011, to coincide with the federal, state and local Peace Officers' Memorial observations.

FISCAL IMPACT:

The cost of the creation and installation of signs to be placed along the Memorial Highway route will be covered entirely through private donations; no public funds will be used for this project.

RECOMMENDATION: THAT THE CITY COUNCIL ADOPT A RESOLUTION ENTITLED: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, OFFICIALLY RECOGNIZING THE DESIGNATION OF COUNTY ROUTE S18 AS THE ORANGE COUNTY DEPUTY SHERIFFS MEMORIAL HIGHWAY.

ATTACHMENTS:

- Resolution
- Map of proposed dedicated roadway
- Orange County Board of Supervisors Agenda Report

RESOLUTION NO. 2011-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, OFFICIALLY RECOGNIZING THE DESIGNATION OF COUNTY ROUTE S18 AS THE ORANGE COUNTY DEPUTY SHERIFFS MEMORIAL HIGHWAY

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

WHEREAS, the Orange County Sheriff's Department is the Law Enforcement Agency that provides Law Enforcement Services to the City of Laguna Hills; and

WHEREAS, on March 15, 2011, the Orange County Board of Supervisors approved designating County Route S18, from the intersection of Santiago Canyon and the Loma Ridge Emergency Operations Center access road to the terminus of El Toro Road at Laguna Canyon Road, as the Orange County Deputy Sheriffs Memorial Highway in order to recognize those Orange County Deputy Sheriffs who lost their lives in the line of duty; and

WHEREAS, the Orange County Board of Supervisors is requesting that the City of Laguna Hills City Council officially affirm the designation of County Route S18 as the Orange County Deputy Sheriffs Memorial Highway for the portion of El Toro Road (S18) that is located in Laguna Hills.

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

SECTION 1. Affirm the designation of County Road S18 as the Orange County Deputy Sheriffs Memorial Highway in order to recognize those Orange County Deputy Sheriffs that lost their lives in the line of duty.

PASSED, APPROVED, AND ADOPTED this 12th day of April 2011.

L. ALLAN SONGSTAD, JR., MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
_____ adopted by the City Council of the City of Laguna Hills, California,
at a Regular Meeting thereof held on the 12th day of April 2011, by the following vote:

AYES:

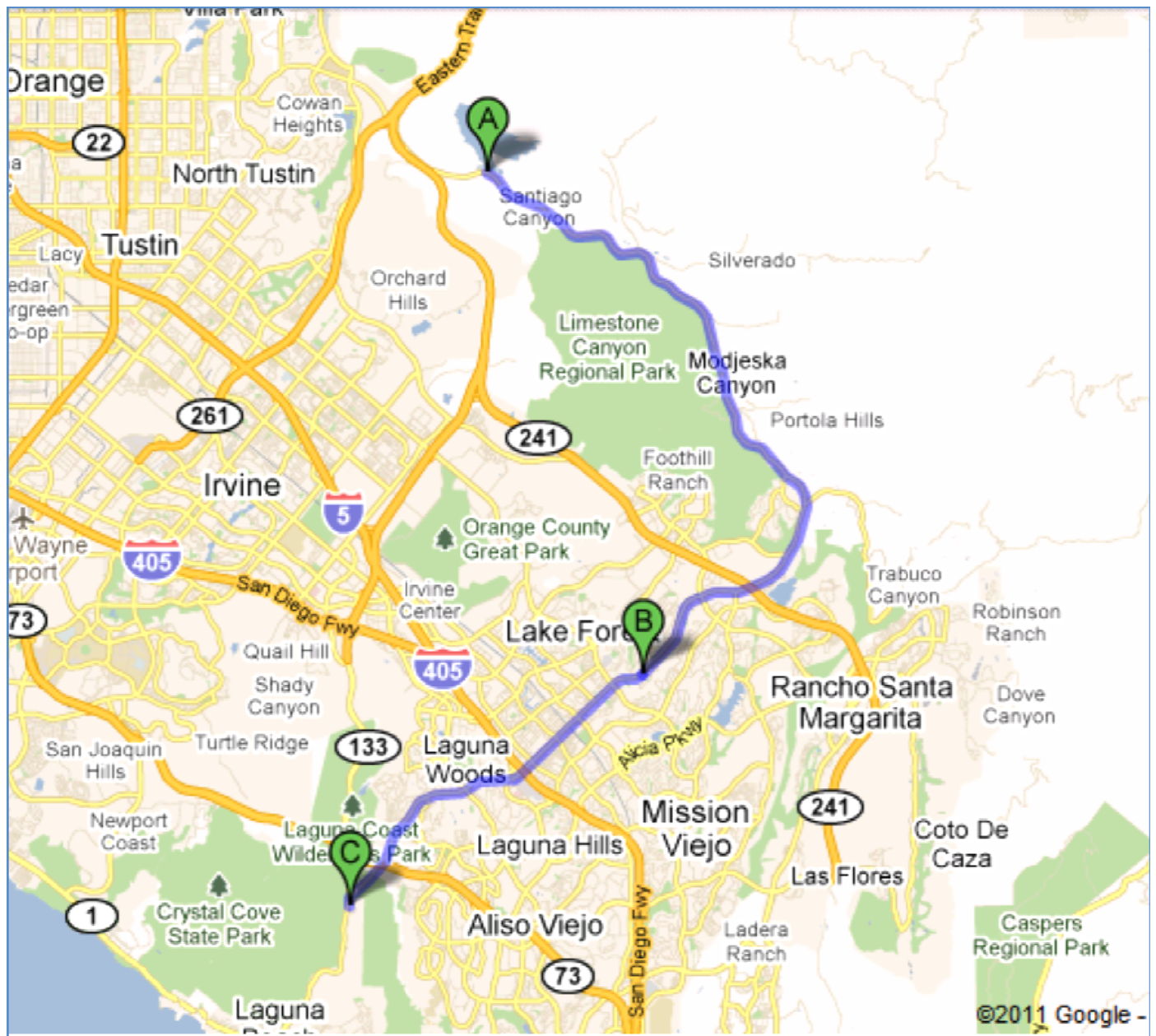
NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK



**Orange County Deputy Sheriffs Memorial Highway
County Route S18
Santiago Canyon/El Toro Road
From Loma Ridge EOC Road to Laguna Canyon Road**



AGENDA STAFF REPORT

ASR Control 11-000325

MEETING DATE: 03/15/11
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 3, 5
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner (Approved)
DEPARTMENT CONTACT PERSON(S): Assistant Sheriff Michael James (714) 647-4590
Lieutenant Dottie Ronan (714) 647-1817

SUBJECT: Orange County Deputy Sheriffs Memorial Highway

CEO CONCUR Concur	COUNTY COUNSEL REVIEW N/A	CLERK OF THE BOARD Consent Calendar 3 Votes Board Majority
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Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: Private Donations: 100%

Prior Board Action: N/A

RECOMMENDED ACTION(S):

1. Approve the designation of County Route S18, in unincorporated areas from the intersection of Santiago Canyon Road and the Loma Ridge Emergency Operations Center access road to the terminus of El Toro Road at Laguna Canyon Road, as the Orange County Deputy Sheriffs Memorial Highway.
2. Authorize the Sheriff-Coroner to work with the cities of Aliso Viejo, Laguna Hills, Laguna Woods, Lake Forest and Mission Viejo to obtain official recognition of the portions of the Orange County Deputy Sheriffs Memorial Highway that lie within those cities' jurisdictions.

SUMMARY:

The Sheriff-Coroner requests that County Route S18 (Santiago Canyon Road/El Toro Road) be designated the Orange County Deputy Sheriffs Memorial Highway as a tribute to the nine Orange County Deputy Sheriffs who have fallen in the line of duty.

BACKGROUND INFORMATION:

The Sheriff-Coroner is proposing that a County roadway be designated as a memorial to honor the Orange County Sheriff's Deputies who made the ultimate sacrifice. Since 1912, the following nine Orange County Deputy Sheriffs have fallen in the line of duty:

- Undersheriff Robert Squires on December 16, 1912
- Deputy Ezra Stanley on November 19, 1940
- Deputy Robert Schultz on April 21, 1958
- Deputy Mark Tonkin on October 24, 1988
- Deputy Darryn Robins on December 25, 1993
- Deputy Brad Riches on June 12, 1999
- Deputy Steven Parsons on June 24, 2000
- Sergeant Matt Davis on September 20, 2002
- Sergeant Ira Essoe on February 4, 2010

A memorial honoring all 49 peace officers who have died in the line of duty within Orange County was created in the Santa Ana Civic Center's Plaza of the Flags in 1986; however, there is no memorial dedicated exclusively to fallen Orange County Deputy Sheriffs. There are State roadways within Orange County that are designated as memorial highways, including a section of State Route 22 (Garden Grove Freeway) honoring fallen officers from the Garden Grove Police Department and sections of State Route 1 (Pacific Coast Highway) and State Route 133 (Laguna Canyon Road), which are dedicated to veterans of several wars. Because these are State roadways, their designation as memorial highways is under the purview of the State legislature.

The roadway proposed to be designated as the Orange County Deputy Sheriffs Memorial Highway is County Route S18. This roadway runs through both north and south Orange County as Santiago Canyon Road and El Toro Road, and has been a primary route utilized by deputies since the Orange County Sheriff's Department was established in 1889. The proposed memorial route would begin on Santiago Canyon Road at the access road for the Loma Ridge Emergency Operations Center near the City of Orange, and would extend along Santiago Canyon Road and El Toro Road, ending at the terminus of El Toro Road at Laguna Canyon Road. The roadway runs through unincorporated areas and the cities of Lake Forest, Mission Viejo, Laguna Hills, Laguna Woods, and Aliso Viejo.

Affected County stakeholders, including OC Public Works, the Inter-Canyon League (community group serving Silverado, Modjeska, Williams, Harding and Ladd Canyons), and the cities of Aliso Viejo, Laguna Hills, Laguna Woods, Lake Forest and Mission Viejo, have expressed conceptual support of this proposal. It will be requested that the city councils of the affected cities join with your Board in officially approving the designation of the Orange County Deputy Sheriffs Memorial Highway.

The cost of the creation and installation of signs to be placed along the Memorial Highway route will be covered entirely through private donations; no County or city funds will be used for this project. The target time frame for completion of the proposed project to install the signage that would identify the Orange County Deputy Sheriffs Memorial Highway is late May 2011, to coincide with the federal, state and local Peace Officers' Memorial observations.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

