



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, April 10, 2018 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Mel Carruth, Mayor

Dore J. Gilbert, M.D., Mayor Pro Tempore

Barbara D. Kogerman, Council Member

Janine Heft, Council Member

Don Sedgwick, Council Member

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

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

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

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

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

ROLL CALL OF CITY COUNCIL MEMBERS

ANNOUNCEMENT OF CLOSED SESSION ITEMS

The City Council will convene in Closed Session, in the City Council Conference Room, City Hall, Laguna Hills Civic Center, to consider the following matter(s):

A. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6(a)

City Designated Representatives: Don White, City Manager

Melissa Au-Yeung, Deputy City Manager/City Clerk

Janice Reyes, Finance Director

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

PUBLIC COMMENT ON CLOSED SESSION ITEMS

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

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

RECONVENE TO CITY COUNCIL CHAMBER

RECESS



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, April 10, 2018 – 7:00 PM

Mel Carruth, Mayor

Dore J. Gilbert, M.D., Mayor Pro Tempore

Barbara D. Kogerman, Council Member

Janine Heft, Council Member

Don Sedgwick, Council Member

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

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GENERAL BUSINESS -RECONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER HEFT

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Laguna Hills High School Student Liaison**

Recommendation: That the City Council receive an oral report from Laguna Hills High School Student Liaison Kaylie Bair.

1.2 Laguna Hills 3/5 Marine Support Committee

Recommendation: That the City Council receive an update from Chair Karen Robbins on the 3/5 Dark Horse Committee.

1.3 Recognition of Sabrina Astle, Carissa Long, and Maya Williams - Disneyland Resort Dreamers & Doers Honorees

Recommendation: That Mayor Carruth present Certificates of Recognition to Sabrina Astle, Carissa Long, and Maya Williams.

1.4 Presentation on the Interstate 5 Widening Project from State Route 73 to El Toro Road

Recommendation: That the City Council receive and file a presentation from the Orange County Transportation Authority on the upcoming Interstate 5 Widening Project from State Route 73 to El Toro Road.

2. PUBLIC COMMENTS

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

3. CONSENT CALENDAR

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

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

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

3.2 Approval of Minutes for March 13, 2018, Regular Meeting

Recommendation: That the City Council approve the Minutes for the March 13, 2018, Regular Meeting.

3.3 Approval of Warrant Register for the April 10, 2018, Regular Meeting

Recommendation: That the City Council approve the Warrant Register in the amount of \$1,199,171.68.

3.4 Progress Payment No. 1, Final, for Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412F

Recommendation: That the City Council approve Progress Payment No. 1, Final, in the Net Amount of \$142,500, to G2 Construction, Inc., for Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412F, and authorize the filing of the Notice of Completion and subsequent Release of Retention in 35 Days, if no liens have been filed.

3.5 A Resolution of the City Council of the City of Laguna Hills, California, Adopting a List of Projects for Fiscal Year 2018/2019 Funded by SB 1: The Road Repair and Accountability Act of 2017

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, adopting a list of projects for Fiscal Year 2018/2019 funded by SB 1: The Road Repair and Accountability Act of 2017."

3.6 2018 Weed Abatement Program

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, declaring weeds and rubbish on specified private property to be a public nuisance, commencing public proceedings, and setting a Public Hearing for May 8, 2018."

3.7 2017 General Plan Annual Report

Recommendation: That the City Council receive the report and direct staff to forward the 2017 General Plan Annual Report and Annual Element Progress Report-Housing Implementation to the State of California.

3.8 Communications Site License Agreement Between the City of Laguna Hills, Southern California Edison Company, and Los Angeles SMSA Limited Partnership, dba Verizon Wireless

Recommendation: That the City Council approve the Communications Site License Agreement between the City of Laguna Hills, Southern California Edison Company, and Los Angeles SMSA Limited Partnership, dba Verizon Wireless, and authorize the Mayor and City Manager to execute the Agreement.

3.9 Contract with the County of Orange for Fiscal Year 2018/2019 Community Development Block Grant Funds for Public Facilities and Improvements

Recommendation: That the City Council: (1) Approve the Contract between the County of Orange and the City of Laguna Hills for Fiscal Year 2018/2019 Community Development Block Grant Funds for Public Facilities and Improvements; and (2) Authorize the City Manager to execute the Contract.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

4.2 PUBLIC COMMENTS

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

4.3 APPROVAL OF MINUTES FOR MARCH 13, 2018, REGULAR MEETING

4.3.1 Approval of Minutes for March 13, 2018, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the March 13, 2018, Regular Meeting.

4.4 ADMINISTRATIVE REPORTS

4.5 PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

JOINT PLANNING AGENCY/CITY COUNCIL MEETING

ROLL CALL OF JOINT PLANNING AGENCY/CITY COUNCIL MEMBERS**PUBLIC COMMENTS****JOINT PLANNING AGENCY/CITY COUNCIL PUBLIC HEARINGS**

Site Development Permit/Master Sign Program Amendment No. 8-17-3965 - a request by the Laguna Hills Investment Company for a Subsequent Development Approval to Construct Two New Commercial/Retail Buildings (Approximately 20,650 Square Feet Total) and Amend the Master Sign Program for the Oakbrook Village Mixed-Use Commercial Center

Recommendation: That the Planning Agency and City Council take the following actions:

- (1) Conduct a Joint Public Hearing;
- (2) That the Planning Agency and City Council:
 - (a) Independently consider the City of Laguna Hills General Plan Program Environmental Impact Report (State Clearinghouse No. 20080811100) (PEIR) along with the Fourth Addendum to the PEIR;
 - (b) Find that no further environmental review is required for the proposed subsequent development approval under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21166, and CEQA Guidelines Sections 15168, 15162, and 15164 for the reasons set forth in the attached Resolution; and
 - (c) Adopt the Fourth Addendum to the PEIR; and
- (3) That the Planning Agency adopt a Resolution entitled: "A Joint Resolution of the Planning Agency and City Council of the City of Laguna Hills, California, adopting a Fourth Addendum to the City of Laguna Hills Program Environmental Impact Report (State Clearinghouse No. 20080811100) and approving Site Development Permit/Master Sign Program Amendment No. 8-17-3965, a request by the Laguna Hills Investment Company for a subsequent Development Approval to construct two new commercial/retail buildings and to amend the Master Sign Program for the Oakbrook Village Mixed-Use Commercial Center, and making certain findings in connection therewith."

JOINT PLANNING AGENCY/CITY COUNCIL MEETING ADJOURNMENT**5. CITY COUNCIL PUBLIC HEARINGS****6. ADMINISTRATIVE REPORTS****6.1 City Manager****6.2 Deputy City Manager/Community Services****6.2.1 2018 Laguna Hills Memorial Day Half Marathon, 10K and 5K Event Report, Proposed SDG&E License Agreement for Installation of Patriotic Banner Display, and Proposed Aliso Viejo Community Association (AVCA) License to Enter and Indemnity Agreement to Access AVCA's Private Street During the Race Event**

Recommendation: That the City Council: (1) Receive and file the pre-event planning report; (2) Approve and authorize the City Manager to execute the proposed SDG&E License Agreement; and (3) Approve and authorize the City Manager to execute the proposed AVCA License to Enter and Indemnity Agreement.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**8. CITY COUNCIL MEMBER COMMENTS****ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency, currently scheduled for April 24, 2018, will be cancelled. The next regularly scheduled City Council Meeting will be held May 8, 2018, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center on April 6, 2018, by 5:00 p.m.



City Clerk

April 6, 2018**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 Council Members receive no additional compensation or stipend as a result of simultaneously convening meetings of the Laguna Hills Planning Agency.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 10, 2018

TO: Mayor and Council Members

FROM: Cindy Sands
Executive Assistant to City Manager

ISSUE: Recognition of Sabrina Astle, Carissa Long, and Maya Williams -
Disneyland Resort Dreamers & Doers Honorees

RECOMMENDATION: That Mayor Carruth present Certificates of Recognition to Sabrina Astle, Carissa Long, and Maya Williams.

SUMMARY:

Carissa Long, a Laguna Hills Resident, was recently named by the Disneyland® Resort Dreamers & Doers Program as a “Luminary” for her exceptional community outreach efforts. As a part of this recognition, Carissa received \$1,000 towards her school and a \$3,000 donation to the non-profit of her choice – the Illumination Foundation.

The Disneyland® Dreamers & Doers Program recognizes youth who take action to improve their communities and schools. Carissa helped raise more than \$275,000 by organizing a golf tournament to benefit the Illumination Foundation, a non-profit organization working to break the cycle of homelessness. She was also featured as an ABC7 Cool Kid in August 2017 and was named as one of the “2017 Top 100 Most Influential People in Orange County.”

Sabrina Astle and Maya Williams, Laguna Hills High School students, were recently named by the Disneyland® Resort Dreamers & Doers Program as “Shining Stars” for going above and beyond in their community outreach efforts. In recognition of their efforts, each Shining Star received a \$1,000 grant to give to their school.

Sabrina Astle founded the Laguna Hills High School Kindness Club to educate peers on

Certificate of Recognition - Carissa Long, Sabrina Astle, and Maya Williams

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the importance of positivity, encouragement, and empathy through random acts of kindness and volunteerism. Maya Williams founded the Laguna Hills High School Think Pink Club, which educates students about breast cancer awareness, fundraises for cancer research, and encourages involvement in the cause.

ATTACHMENTS:

- Certificates of Recognition - Disneyland Dreamers & Doers



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

CARISSA LONG

Luminary

Disneyland® Resort Dreamers & Doers Honoree

WHEREAS, Carissa Long was recently named by the Disneyland Resort® Dreamers & Doers program as a top Luminary for her exceptional community outreach efforts in creating a brighter tomorrow for the community she lives in; and

WHEREAS, Carissa Long planned and executed a charity golf tournament benefitting the Illumination Foundation, which raised over \$275,000 to provide mental health counseling to 150 homeless children; and

WHEREAS, deeply rooted in Disney's commitment to supporting youth and the community, Disneyland® Resort Dreamers & Doers celebrates the power of possibility and recognizes youth who take action to improve their communities and schools; and

WHEREAS, this year, 86 high school students from Orange County were recognized for their efforts in making a difference, and of those students, five were announced as top "Luminaries" for going above and beyond in their community outreach efforts including Laguna Hills resident Carissa Long.

NOW, THEREFORE, I, Melody Carruth, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Carissa Long for ongoing contributions as a role model and for demonstrating inspiring acts of community service and dedication to making the world a better place.

Dated this 10th day of April 2018.

MELODY CARRUTH, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

MAYA WILLIAMS
Shining Star
Disneyland® Resort Dreamers & Doers Honoree

WHEREAS, Maya Williams was recently named by the Disneyland Resort® Dreamers & Doers program as a Shining Star for her exceptional efforts in creating a brighter tomorrow for the community she lives in; and

WHEREAS, deeply rooted in Disney's commitment to supporting youth and the community, Disneyland® Resort Dreamers & Doers celebrates the power of possibility and recognizes youth who take action to improve their communities and schools; and

WHEREAS, this year 86 high school students from Orange County were recognized for their efforts in making a difference including Maya Williams who was selected as a "Shining Star" for going above and beyond in her community outreach efforts.

NOW, THEREFORE, I, Melody Carruth, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Maya Williams for ongoing contributions as a role model and for demonstrating inspiring acts of community service and dedication to making the world a better place.

Dated this 10th day of April 2018.

MELODY CARRUTH, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF RECOGNITION

SABRINA ASTLE

Shining Star

Disneyland® Resort Dreamers & Doers Honoree

WHEREAS, Sabrina Astle was recently named by the Disneyland Resort® Dreamers & Doers program as a Shining Star for her exceptional efforts in creating a brighter tomorrow for the community she lives in; and

WHEREAS, deeply rooted in Disney's commitment to supporting youth and the community, Disneyland® Resort Dreamers & Doers celebrates the power of possibility and recognizes youth who take action to improve their communities and schools; and

WHEREAS, this year 86 high school students from Orange County were recognized for their efforts in making a difference including Sabrina Astle who was selected as a "Shining Star" for going above and beyond in her community outreach efforts.

NOW, THEREFORE, I, Melody Carruth, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby recognize Sabrina Astle for ongoing contributions as a role model and for demonstrating inspiring acts of community service and dedication to making the world a better place.

Dated this 10th day of April 2018.

MELODY CARRUTH, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 10, 2018
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services
ISSUE: Presentation on the Interstate 5 Widening Project from State Route 73 to El Toro Road

RECOMMENDATION: That the City Council receive and file a presentation from the Orange County Transportation Authority on the upcoming Interstate 5 Widening Project from State Route 73 to El Toro Road.

SUMMARY:

Representatives of the Orange County Transportation Authority will present an overview of the subject project for the City Council's information.

BACKGROUND:

The Interstate 5 (I-5) Improvement Project is a three-segment project to widen I-5 by one general purpose lane in both directions, extend the second lane of the southerly bound carpool lane from El Toro Road to Alicia Parkway, and to make standardization improvements including the replacement of the I-5 at La Paz Road Interchange and replacement of the Los Alisos Boulevard overpass. Two of the three segments of this project are adjacent to the City of Laguna Hills: Segment 2 from south of La Paz Road to Alicia Parkway and Segment 3 from north of Alicia Parkway to El Toro Road.

The project has several aspects of interest to the City of Laguna Hills which include:

- The construction of a community enhancement wall across most of the frontage of Aliso Creek from Los Alisos Boulevard to the southerly edge of Aliso Creek

Presentation on Interstate 5 Widening

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(northerly of Alicia Parkway). This 800'-long by 14'-tall wall will naturally result in reduced noise along this open space and recreational trail corridor and benefit the adjacent homes.

- The widening of La Paz Road to six lanes from Cabot Road to Muirlands Boulevard in order to provide additional capacity and improved access to the I-5. The La Paz Road/I-5 Interchange will be demolished in three phases, reconstructed and realigned. During construction, traffic will be able to continue to use La Paz Road with two lanes in each direction, albeit with some construction related congestion.
- The Los Alisos Boulevard overpass will be demolished in two phases and replaced with a new structure necessitated by changes in the alignment of the mainline of the freeway. Los Alisos Boulevard will remain open during construction with one lane in each direction.
- An aesthetics plan is included in the project to allow for the placement of “ranch oriented pastoral scenes” on wall faces and to provide architectural details on bridge structures, depending upon the size of the space and the allowance of state standards.
- Much of the project construction work will be scheduled at night, and overnight closures of ramps and the mainline freeway will occur at times, resulting in detours through our community.

The project is expected to begin the construction phase in mid to late 2019 for a period of three to four years. OCTA will be initiating a public information campaign during the project to keep our residents and businesses informed of the project's progress. The project is funded by a combination of Measure M2 funds, state funds, and federal funds and is expected to exceed \$500,000,000 in construction costs.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 10, 2018
TO: Mayor and Council Members
FROM: Cindy Sands
Executive Assistant to City Manager
ISSUE: Approval of Minutes for March 13, 2018, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the March 13, 2018, Regular Meeting.

ATTACHMENTS:

- 180313 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, March 13, 2018**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER GILBERT

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Mayor	Present	
Dore J. Gilbert, M.D.	Mayor Pro Tempore	Present	
Janine Heft	Council Member	Present	
Barbara D. Kogerman	Council Member	Present	
Don Sedgwick	Council Member	Absent	

CLOSED SESSION REPORT

There was no Closed Session Report.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills High School Student Liaison

Recommendation: The City Council received an oral report from Laguna Hills High School Student Liaison Kaylie Bair.

2. PUBLIC COMMENTS

There were no Public Comments.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Mayor Pro Tempore
SECONDER:	Janine Heft, Council Member
AYES:	Mel Carruth, Mayor; Dore J. Gilbert, M.D., Mayor Pro Tempore; Janine Heft, Council Member; Barbara D. Kogerman, Council Member
ABSENT:	Don Sedgwick, Council Member

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

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

3.2 Approval of Minutes for February 27, 2018, Regular Meeting

Recommendation: That the City Council approve the Minutes for the February 27, 2018, Regular Meeting.

3.3 Approval of Warrant Register for March 13, 2018, Regular Meeting

Recommendation: That the City Council approve the Warrant Register in the amount of \$704,876.95.

3.4 Progress Payment No. 1 for Citywide Pavement Rehabilitation Project, CIP No. 101-J

Recommendation: That the City Council approve Progress Payment No. 1, in the net amount of \$407,740.18, to Hardy & Harper, Inc. for Citywide Pavement Rehabilitation Project, CIP No. 101-J.

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

Recommendation: That the City Council: (1) Direct staff to submit an Aerial Waste Waiver to the San Diego Regional Water Quality Control Board for Pollutant Discharges from the City's Fourth of July Fireworks display; and (2) Adopt a Categorical Exemption.

3.6 Resolution Naming Manager Pro Tempore

Recommendation: That the City Council adopt Resolution No. 2018-03-13-1, A Resolution of the City Council of the City of Laguna Hills, California, naming Kenneth H. Rosenfield, Assistant City Manager/Director of Public Services, as Manager Pro Tempore.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

4. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and, acting in the capacity of Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:05 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Chair	Present	
Dore J. Gilbert, M.D.	Vice Chair	Present	
Janine Heft	Agency Member	Present	
Barbara D. Kogerman	Agency Member	Present	
Don Sedgwick	Agency Member	Absent	

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR FEBRUARY 27, 2018, REGULAR MEETING**4.3.1 Approval of Minutes for February 27, 2018, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the February 27, 2018, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Agency Member
SECONDER:	Dore J. Gilbert, M.D., Vice Chair
AYES:	Mel Carruth, Chair; Dore J. Gilbert, M.D., Vice Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member
ABSENT:	Don Sedgwick, Agency Member

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Variance/Minor Site Development Permit/Master Sign Program Amendment (VA/SDPA/MSP) No. 10-17-4014, a Request by Spectrum Property Owner, LLC to Construct a Building Entry Feature Within the Front Setback, Make Minor Changes to Site Parking and Landscape, and Amend the Master Sign Program for the Property at 23046 Avenida de la Carlota (APN: 588-032-25) in the Mixed-Use Zoning District

Assistant Planner Katie Crockett reviewed the information provided in the Staff Report, provided a PowerPoint presentation, and responded to Planning Agency requests for additional information.

Chair Carruth opened the Public Hearing.

Daniel Karcher, the authorized representative for the applicant, spoke in favor of the recommendation.

Chair Carruth closed the Public Hearing.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for Variance/Minor Site Development Permit/Master Sign Program Amendment No. 10-17-4014; (2) Find and determine that the project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301 (Class 1, Existing Facilities), 15304 (Class 4, Minor Alterations to Land), 15305 (Class 5, Minor Alterations in Land Use Limitations), and 15311 (Class 11, Accessory Structures) of Title 14, Chapter 3 of the California Code of Regulations; and (3) Adopt Resolution No. PA2018-03-13-1, A Resolution of the Planning Agency of the City of Laguna Hills, California, granting Variance/Minor Site Development Permit/Master Sign Program Amendment No. 10-17-4014, a request by Spectrum Property Owner, LLC to construct a building entry feature within the front setback, make minor changes to site parking and landscape, and amend the Master Sign Program for the property at 23046 Avenida de la Carlota (APN: 588-032-25) in the Mixed-Use Zoning District.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barbara D. Kogerman, Agency Member
SECONDER:	Dore J. Gilbert, M.D., Vice Chair
AYES:	Mel Carruth, Chair; Dore J. Gilbert, M.D., Vice Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member
ABSENT:	Don Sedgwick, Agency Member

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 7:16 p.m. All Council Members were present with the exception of Council Member Sedgwick.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1 City Manager

6.1.1 Introduction of New Chief of Police Services

City Manager White introduced the seventh Chief of Police Services for the City of Laguna Hills, Matthew Stiverson, and recognized Orange County Sheriff's Department personnel in attendance at the meeting. Lieutenant Stiverson thanked City Manager White and City Council for the opportunity to serve the community.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

There were no matters agendized and presented by City Council Members.

8. CITY COUNCIL MEMBER COMMENTS

Council Member Kogerman

Council Member Kogerman shared the Orange County Mosquito and Vector Control District's video highlighting the District's use of Integrated Pest Management (IPM) principals and strategies to reduce the use of rodenticides for the control of rodents and working to reduce the use of pesticides for mosquito control through education and awareness programs.

Council Member Heft

Council Member Heft reported that she participated in the Lomarena Elementary School Community Read-In Day on Friday, March 2, 2018. Council Member Heft also reported that she attended the 2018 ACC-OC Sacramento Advocacy trip on Monday, March 5, 2018, and Tuesday, March 6, 2018, along with City Manager White, Council Member Sedgwick, and City Attorney Simonian.

Council Member Heft attended the Laguna Niguel Community Theatre spring production of "You Can't Take it With You" presented at the Laguna Hills Community Center and encouraged all to attend. She also attended the South County Pet Expo held on Saturday, March 10, 2018. Council Member Heft attended her first meeting of the Orange County Drowning Prevention Task Force in Seal Beach and vowed to do her part in our City.

Mayor Carruth

Mayor Carruth reported that she attended the Laguna Hills Little League Opening Day Ceremonies on Saturday, February 24, 2018, where she threw out the first pitch.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Carruth declared the meeting adjourned at 7:31 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Melody Carruth, Mayor

Approved at meeting of April 10, 2018.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 10, 2018
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Approval of Warrant Register for the April 10, 2018, Regular Meeting

RECOMMENDATION: That the City Council approve the Warrant Register in the amount of \$1,199,171.68.

SUMMARY:

The attached Warrant Register reflects the disbursements of the City of Laguna Hills for the period reported thereon. In accordance with Government Code Section 37202, the Director of Finance certifies to the accuracy of the attached register of demands and to the availability of monies for payment thereof. These demands are hereby submitted to the City Council for approval of payment.

ATTACHMENTS:

- Warrant Register 2018-04-10



City of Laguna Hills, CA

Warrant Register - April 10, 2018

By Check Number

Date Range: 03/08/2018 - 03/27/2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8814188	Z-CS-0094	ANGELI, JOHN	03/08/2018	50.00
8814189	A-0331	AT&T MOBILITY	03/08/2018	64.02
8814190	Z-CD-0098	CHRIS BARHAM POOL & SPA	03/08/2018	250.00
8814191	C-1068	CITY OF ALISO VIEJO	03/08/2018	76.88
8814192	C-1146	CYBERSOURCE CORPORATION	03/08/2018	29.00
8814193	Z-CS-0079	MCCLELLAN, ANN-MARIE	03/08/2018	500.00
8814194	M-1388	MOBILE MINI, INC.	03/08/2018	82.97
8814195	M-1302	MOULTON NIGUEL WATER DISTRICT	03/08/2018	3,593.31
8814196	R-1943	RAMIREZ, CHRISTINA	03/08/2018	18.73
8814197	Z-CD-0099	SBD DALLAS	03/08/2018	204.59
8814198	S-1949	SMART & FINAL	03/08/2018	551.98
8814199	S-1904	SOUTHERN CALIFORNIA EDISON	03/08/2018	1,506.23
8814200	S-2250	SPARKLETTES	03/08/2018	107.61
8814201	T-2698	TPX COMMUNICATIONS	03/08/2018	1,273.18
8814202	A-0138	ALL CITY MANAGEMENT, INC.	03/15/2018	7,339.92
8814203	A-0359	ANDERSON PENNA PARTNERS, INC.	03/15/2018	4,156.25
8814204	A-0360	ARC DOCUMENT SOLUTIONS, LLC	03/15/2018	45.87
8814205	B-0276	BANK OF AMERICA BANKCARD CENTER	03/15/2018	14,223.92
8814206	C-0412	C&D ELECTRIC, INC.	03/15/2018	2,648.23
8814207	C-1133	CALIFORNIA YELLOW CAB	03/15/2018	2,718.00
8814208	C-1179	CANON SOLUTIONS AMERICA	03/15/2018	279.64
8814209	C-1022	CDW GOVERNMENT, INC.	03/15/2018	79.52
8814210	C-1144	CHARLES ABBOTT ASSOCIATES, INC	03/15/2018	36,948.80
8814211	C-1139	COMPLETE OFFICE OF CALIFORNIA	03/15/2018	248.75
8814212	C-1176	COMPUTER SERVICE CO.	03/15/2018	4,745.65
8814213	C-0023	COX COMMUNICATION	03/15/2018	170.62
8814214	D-0461	DATA TICKET, INC.	03/15/2018	1,068.10
8814215	D-0561	DOCU-TRUST LAGUNA VAULT	03/15/2018	75.00
8814216	D-0552	DUNBAR ARMORED, INC.	03/15/2018	144.77
8814217	E-0554	ECONOMICS, INC.	03/15/2018	4,559.50
8814218	F-0604	FEDERAL EXPRESS CORPORATION	03/15/2018	53.48
8814219	Z-CS-0095	FIGUEROA, MICHAEL	03/15/2018	70.00
8814220	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	03/15/2018	1,129.00
8814221	F-0714	FIREWORKS & STAGE FX AMERICA, INC.	03/15/2018	13,250.00
8814222	G-0791	GORMAN, RON	03/15/2018	276.50
8814223	H-0805	HARRINGTON GEOTECH ENGINEERING	03/15/2018	855.00
8814224	H-0958	HEFT, JANINE	03/15/2018	75.00
8814225	H-0935	HORIZON DISTRIBUTORS, INC	03/15/2018	52,800.00
8814226	H-0960	HR GREEN PACIFIC, INC.	03/15/2018	9,188.14
8814227	H-0953	HRDIRECT	03/15/2018	94.81
8814228	I-0942	IRVINE RANCH WATER DISTRICT	03/15/2018	115.00
8814229	J-1057	JAMEY CLARK, INC.	03/15/2018	1,036.71
8814230	M-1529	MERCURY DISPOSAL SYSTEM, INC.	03/15/2018	352.45
8814231	M-1302	MOULTON NIGUEL WATER DISTRICT	03/15/2018	13,462.07
8814232	N-1474	NIEVES LANDSCAPE, INC.	03/15/2018	86,215.60
8814233	O-1528	OCTA	03/15/2018	1,226.93
8814234	O-1546	OFFICE SOLUTIONS	03/15/2018	428.64
8814235	O-1500	ORANGE COUNTY REGISTER	03/15/2018	345.74
8814236	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	03/15/2018	1,312.32
8814237	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	03/15/2018	3,685.00
8814238	Z-CD-0018	PREMIER POOLS OF ORANGE COUNTY	03/15/2018	500.00
8814239	M-1352	REYES, JANICE MATEO	03/15/2018	129.93
8814240	R-1946	RK ENGINEERING GROUP, INC.	03/15/2018	2,275.00
8814241	S-2290	SAFETY-KLEEN SYSTEMS, INC.	03/15/2018	114.45

Attachment: Warrant Register 2018-04-10 (1528 : Approval of Warrant Register for April 10, 2018)

Warrant Register - April 10, 2018

Date Range: 03/08/2018 - 03/27/2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8814242	S-1902	SAN DIEGO GAS & ELECTRIC	03/15/2018	12,399.15
8814243	S-2212	SHARPS COMPLIANCE, INC.	03/15/2018	703.38
8814244	S-1904	SOUTHERN CALIFORNIA EDISON	03/15/2018	10,790.89
8814245	S-2059	STAPLETON, VIVIAN	03/15/2018	574.00
8814246	S-2095	STONE IMAGERY	03/15/2018	99.13
8814247	S-2259	STRAIGHT 78	03/15/2018	650.00
8814248	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	03/15/2018	9,924.06
8814249	T-2002	TAB PRODUCTS COMPANY	03/15/2018	255.65
8814250	T-2663	THE ACTIVE NETWORK	03/15/2018	571.43
8814251	T-2656	TYLER TECHNOLOGIES, INC.	03/15/2018	562.50
8814252	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	03/15/2018	82.60
8814253	V-2249	US BANK VOYAGER FLEET SYSTEM	03/15/2018	1,578.07
8814254	V-2224	VERIZON WIRELESS	03/15/2018	1,269.40
8814255	W-2302	WEST PUBLISHING CORPORATION THOMSON REUTERS - WEST	03/15/2018	219.66
8814256	W-2439	WESTAMERICA COMMUNICATIONS, INC.	03/15/2018	8,435.00
8814257	X-2400	XEROX CORPORATION	03/15/2018	672.35
8814258	Z-CS-0097	BRANDT, DONNA	03/22/2018	70.00
8814259	C-0023	COX COMMUNICATION	03/22/2018	900.96
8814260	Z-CS-0096	FLORES, EMIGDIA	03/22/2018	245.00
8814261	M-1552	MARTIN-RUSK, DINA	03/22/2018	792.40
8814262	M-1513	MEEHAN, DANIEL	03/22/2018	355.63
8814263	O-1502	OC SHERIFF'S ADVISORY COUNCIL	03/22/2018	800.00
8814264	O-1500	ORANGE COUNTY REGISTER	03/22/2018	193.75
8814265	R-1830	RALPHS GROCERY COMPANY	03/22/2018	38.53
8814266	S-2214	SIGN A RAMA	03/22/2018	504.27
8814267	S-2250	SPARKLETTS	03/22/2018	100.88
8814268	A-0130	AAA AWARDS & MONOGRAMMING	03/27/2018	52.53
8814269	A-0360	ARC DOCUMENT SOLUTIONS, LLC	03/27/2018	848.00
8814270	A-0365	AT&T - CALNET 3	03/27/2018	98.79
8814271	Z-CD-0097	BUILDRITE, INC.	03/27/2018	894.60
8814272	C-0412	C&D ELECTRIC, INC.	03/27/2018	2,736.00
8814273	Z-CD-0100	CAHILL, JAMES	03/27/2018	500.00
8814274	C-1177	CANON FINANCIAL SERVICES, INC.	03/27/2018	500.75
8814275	C-1139	COMPLETE OFFICE OF CALIFORNIA	03/27/2018	1,740.87
8814276	C-1176	COMPUTER SERVICE CO.	03/27/2018	5,174.56
8814277	C-1107	CORPORATE BUSINESS INTERIORS	03/27/2018	5,949.00
8814278	C-0023	COX COMMUNICATION	03/27/2018	416.08
8814279	E-0593	EISENBERG, DALE	03/27/2018	820.75
8814280	E-0504	EL TORO WATER DISTRICT	03/27/2018	7,030.07
8814281	E-0553	ELKINS, CHRISTINA	03/27/2018	1,621.20
8814282	Z-CS-0098	GONZALEZ, HORTENCIA	03/27/2018	250.00
8814283	H-0959	HABASH, JOHN	03/27/2018	50.40
8814284	H-0960	HR GREEN PACIFIC, INC.	03/27/2018	13,945.00
8814285	I-0981	ICF JONES & STOKES, INC.	03/27/2018	1,386.58
8814286	J-1057	JAMEY CLARK, INC.	03/27/2018	2,701.88
8814287	J-1071	JCTEES.COM CORPORATION	03/27/2018	309.74
8814288	G-0709	JOE A. GONSALVES & SON	03/27/2018	2,900.00
8814289	L-1377	LEFT COAST NOVELTIES	03/27/2018	7,036.95
8814290	M-1396	MONOGRAM MAGIC	03/27/2018	686.91
8814291	M-1583	MOORE IACOFANO GOLTSMAN, INC.	03/27/2018	3,360.00
8814292	M-1302	MOULTON NIGUEL WATER DISTRICT	03/27/2018	3,877.41
8814293	N-1474	NIEVES LANDSCAPE, INC.	03/27/2018	4,344.64
8814294	C-1008	NPDES OC TREASURER-TAX COLLECTOR	03/27/2018	6,982.62
8814295	O-1546	OFFICE SOLUTIONS	03/27/2018	476.21
8814296	P-1832	PRINTEX PRINTING AND GRAPHICS INC.	03/27/2018	2,688.00
8814297	R-1967	RUSSELL, RICHARD WYATT	03/27/2018	3,107.20
8814298	Z-CS-0099	SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT	03/27/2018	500.00
8814299	S-1902	SAN DIEGO GAS & ELECTRIC	03/27/2018	29,393.97
8814300	S-2188	SCANNING SERVICE CORPORATION	03/27/2018	75.00
8814301	S-1904	SOUTHERN CALIFORNIA EDISON	03/27/2018	2,414.84
8814302	S-2209	STUDIO TWO BLACK DIAMOND	03/27/2018	1,052.51

Attachment: Warrant Register 2018-04-10 (1528 : Approval of Warrant Register for April 10, 2018)

Warrant Register - April 10, 2018

Date Range: 03/08/2018 - 03/27/2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8814303	T-2701	TEAM BLUE SKY EVENTS	03/27/2018	750.00
8814304	T-2682	THE LIFE TRENDS GROUP, TLTG, INC.	03/27/2018	105.10
8814305	T-2681	TOTALFUNDS BY HASLER MAILROOM FINANCE, INC.	03/27/2018	1,000.00
8814306	T-2702	TRIEPEI SMITH & ASSOCIATES, INC.	03/27/2018	2,308.75
8814307	T-2656	TYLER TECHNOLOGIES, INC.	03/27/2018	872.63
8814308	U-2163	USA DANCE, INC., OC CHAP #4018	03/27/2018	336.00
8814309	U-2166	UTILITY COST MANAGEMENT LLC	03/27/2018	65.93
8814310	W-2443	W. D. REPAIRS	03/27/2018	2,198.86
8814311	W-2337	WEST COAST ARBORISTS, INC.	03/27/2018	3,620.35
8814312	R-1801	WOODRUFF, SPRADLIN & SMART	03/27/2018	78,628.46
DFT0000163	C-1007	LAW ENFORCEMENT ORANGE COUNTY-	03/23/2018	663,821.04

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	183	125	0.00	535,350.64
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	663,821.04
EFT's	0	0	0.00	0.00
	184	126	0.00	1,199,171.68

Attachment: Warrant Register 2018-04-10 (1528 : Approval of Warrant Register for April 10, 2018)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 10, 2018

TO: Mayor and Council Members

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

ISSUE: Progress Payment No. 1, Final, for Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412F

RECOMMENDATION: That the City Council approve Progress Payment No. 1, Final, in the Net Amount of \$142,500, to G2 Construction, Inc., for Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412F, and authorize the filing of the Notice of Completion and subsequent Release of Retention in 35 Days, if no liens have been filed.

SUMMARY:

Work on the Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412F, began on March 5, 2018, and has been completed by G2 Construction, Inc. Work performed included custom fabrication and installation of catch basin debris gates at 79 locations. The project has been completed. It is proposed to approve the first and final progress payment and record a Notice of Completion to allow for the release of the retention in 35 days, if no liens are filed.

BACKGROUND:

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

Progress Payment No. 1, Final, for Catch Basin Debris Gate Project, CIP No. 412F

April 10, 2018

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final performance of the work. The contractor for this project, G2 Construction, Inc., has submitted the first and final progress payment for the subject project as follows:

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	\$ AMOUNT
1	Fabrication & Installation of Catch Basin Debris Gates (79 Locations)			Lump Sum	\$139,900.00
2	Traffic Control			Lump Sum	\$10,100.00

TOTAL TO DATE	\$150,000.00	
LESS PRIOR BILLING	\$0.00	
TOTAL THIS PERIOD	\$150,000.00	\$150,000.00
LESS 5% RETENTION		\$(7,500.00)
DUE		\$142,500.00

FISCAL IMPACT:

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

ATTACHMENTS:

- Notice of Completion

Recording Requested by and
When Recorded Mail to:

Melissa Au-Yeung, 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 10, 2018.

Description of Improvements

Water Quality Improvement Catch Basin Debris Gate Project, CIP No. 412F, including custom fabrication and installation of catch basin debris gates.

General Location

Various locations (79) throughout the City of Laguna Hills, CA 92653

Owner of Property Address

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

Contractor

G2 Construction, Inc.
1352 E. Borchard Avenue
Santa Ana, CA 92705

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 11, 2018

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 10, 2018

TO: Mayor and Council Members

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

ISSUE: A Resolution of the City Council of the City of Laguna Hills, California, Adopting a List of Projects for Fiscal Year 2018/2019 Funded by SB 1: the Road Repair and Accountability Act of 2017

RECOMMENDATION: That the City Council adopt a Resolution entitled: “A Resolution of the City Council of the City of Laguna Hills, California, adopting a list of projects for Fiscal Year 2018/2019 funded by SB 1: The Road Repair and Accountability Act of 2017.”

SUMMARY:

In April 2017, the Road Repair and Accountability Act was enacted into law establishing a new funding source intended to address deferred maintenance and infrastructure investment on the local street and road system and on the state highway system. In order to utilize this funding, the California Transportation Commission (CTC) established guidelines requiring annual submittal of project lists and other reporting requirements. The City's adopted Capital Improvement Program Budget does identify eligible projects for the expenditure of these street maintenance funds, the Citywide Street Maintenance Project, CIP No. 101. In keeping with the City's approach to maximize the value of this funding, two fiscal years' worth of funding are combined for fiscal benefit and administrative efficiency. Hence, the funding for the next fiscal year will be reserved and combined with the next fiscal year's funding for one larger project in Fiscal Year 2019/2020. Adoption of the attached Resolution will meet the reporting requirements established by the CTC and maintain the City's eligibility to receive the Road Repair and Accountability Act funding.

A Resolution Adopting a List of Projects for the Annual SB 1 Reporting

April 10, 2018

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BACKGROUND:

The Road Repair and Accountability Act of 2017 (SB 1) was passed by the California Legislature on April 6, 2017, and signed into law by Governor Brown on April 28, 2017. The bill raises over \$5 billion per year for transportation infrastructure improvements and establishes the Road Maintenance and Rehabilitation Account (RMRA). The funding distribution formula is population based from the following taxes enacted by the Road Repair and Accountability Act of 2017: 12 cents per gallon gasoline excise tax, 20 cents per gallon diesel fuel excise tax, miscellaneous state transportation improvement fees, and transportation loan repayments. The funding began in November 2017 and the City has received funding which is already being applied to the current Citywide Street Maintenance Project, CIP No. 101-J.

This new funding program for street maintenance was long overdue as an increase in the state gasoline taxes had not occurred in over 20 years and fuel tax receipts were significantly declining due to the prevalence of more fuel-efficient vehicles and the adoption of all electric vehicles on the roadways. Statewide studies have clearly shown a significant deterioration of the pavement condition of roadways throughout the state and the City's street maintenance program has not been able to keep pace with Best Management Practices for pavement preservation of the City's most valuable asset, the public street system.

In accordance with guidelines issued by the CTC, to be eligible to receive RMRA funding, the City must comply with all requirements including submitting annual project reporting to the CTC. This reporting includes developing and submitting a list of projects to the CTC by May 1st, as well as project expenditure reports to the CTC at the end of each fiscal year. In addition, in order to receive RMRA funds, cities and counties must meet a "maintenance of effort" (MOE) requirement to ensure that these new road funds do not supplant existing levels of general revenue spending on streets and roads.

In keeping with the City's approach to maximize the value of this funding, two fiscal years' worth of funding will be combined for fiscal benefit and administrative efficiency. Hence, this funding for the next fiscal year will be reserved and combined with the next fiscal year's funding for one larger project in Fiscal Year 2019/2020. The next project will be known as CIP No. 101-K and will maintain and preserve the residential streets in Zones C and E of the Pavement Management

A Resolution Adopting a List of Projects for the Annual SB 1 Reporting

April 10, 2018

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Plan. The streets to be improved in this project are shown on Exhibit A to the attached Resolution.

FISCAL IMPACT:

The ability of the City to gain access to the Road Rehabilitation and Accountability Act of 2017 (SB 1) funding requires the adoption of an annual Resolution which conforms to the guidelines promulgated by the CTC. The Fiscal Year 2018/2019 RMRA funding will be reserved and combined with the Fiscal Year 2019/2020 RMRA funding for a single project known as CIP No. 101-K. The RMRA funding, for the two years of allocation, will provide the City with over an additional \$1 million for streets and roads maintenance and improvements.

ATTACHMENTS:

- Resolution SB1 FY18-19
- Exhibit A - FY 2018-2019 and FY 2019-2020 Street List

RESOLUTION NO. 2018-04-10-X

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING
A LIST OF PROJECTS FOR FISCAL YEAR
2018/2019 FUNDED BY SB 1: THE ROAD REPAIR
AND ACCOUNTABILITY ACT OF 2017

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

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant street and highway infrastructure funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Laguna Hills (City) are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by Resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$523,821 in RMRA funding in Fiscal Year 2018/2019 from SB 1; and

WHEREAS, this is the second year in which the City is receiving SB1 funding which will enable the City to continue essential road maintenance and rehabilitation projects that would not have otherwise been possible without SB1; and

WHEREAS, the City utilized its Pavement Management Plan (PMP) to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for infrastructure investment; and

WHEREAS, the funding from SB 1 will help the City over time to maintain and rehabilitate the approximate 102 centerline mile segments of streets; and

WHEREAS, the City's 2016 Pavement Management Plan determined the City's streets and roads are in a good condition and this revenue will help maintain the overall quality of our road system over the next decade and maintain the City streets and roads in a good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive benefits statewide; and

WHEREAS, for fiscal benefit and administrative efficiency, the City schedules its street maintenance capital improvement projects on a biennial basis.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Fiscal Year 2018/2019 Capital Improvement Program project for street maintenance shall be deferred to be combined with the Fiscal Year 2019/2020 Capital Improvement Program project for a Combined Project covering the streets within "Zone C" and "Zone E" of the Pavement Management Plan providing two-years of funding for fiscal benefit and administrative efficiency.

SECTION 3. The list of the Combined Project streets planned to be funded with Road Maintenance and Rehabilitation Account revenues includes all streets shown on Exhibit A, attached hereto and incorporated herein.

PASSED, APPROVED, AND ADOPTED this 10th day of April 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

RESOLUTION NO. 2018-04-10-X
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STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-
04-10-X adopted by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 10th day of April 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution SB1 FY18-19 (1531 : A Resolution Adopting a List of Projects for the Annual SB 1 Reporting)

EXHIBIT A

SB1 PROJECT LIST

FOR

FY 2018-2019 & FY 2019-2020 COMBINED PROJECT LIST

ANTICIPATED CONSTRUCTION START JULY 2019

ESTIMATED USEFUL LIFE OF IMPROVEMENTS – 10 YEARS

STREET NAME	FROM	TO	ZONE
Alameda Av	Aliso Hills Dr	La Paz Rd	C
Alisal Av	Linda Vista Dr	Paseo De Valencia	C
Alisal Av	Sarita Dr	Linda Vista Dr	C
Aliso Hills Dr	Alameda Av	Alicia Pw	C
Aliso Hills Dr	La Paz Rd	Alameda Av	C
Alta Loma Ct	Santa Rosa Av	East End	C
Altamira Dr	Alameda Av	Buena Vista Dr	C
Amalia St	Yolanda St	Carmel St	C
Anacapa St	San Pedro Av	El Prado St	C
Andrea St	Lupita St	North End	C
Buena Vista Dr	Los Gatos Dr	North End	C
Calero Av	La Mirada St	El Conejo Ln	C
Carmel St	South End	North End	C
Creek Dr	Linda Vista Dr	South End	C
Creekview Dr	West End	Christina Ct	C
Del Monte St	Alameda Av	La Cuesta Av	C
El Capitan Ln	Creek Dr	Largo Dr	C
El Conejo Ln	Linda Vista Dr	Calero Av	C
El Prado St	Alameda Av	San Pedro Av	C
El Segundo St	Aliso Hills Dr	North End	C
Elena Dr	Los Gatos Dr	Alameda Av	C
Encanto Ct	Luna Bonita Dr	South End	C
Ernestine Ct	Linda Flora St	North End	C
Eva St	Lupita St	Yolanda ST	C
Gordon Rd	Moulton Pw	Imperial Dr	C
La Cienega St	La Cienega St	Aliso Hills Dr	C
La Cienega St	Rio Grande Av	Sierra Bonita Dr	C
La Cuesta Av	Terra Bella Av	Sausalito St	C
La Habra Ct	Sarita Dr	East End	C
La Mirada St	Alisal Ln	Linda Vista Dr	C
La Serra St	Aliso Hills Dr	North End	C
Las Alturas Av	Mandeville Dr	Monte Royale St	C
Las Alturas Ct	Las Alturas St	East End	C
Linda Flora St	East End	El Segundo St	C

EXHIBIT A

SB1 PROJECT LIST

FOR

FY 2018-2019 & FY 2019-2020 COMBINED PROJECT LIST

ANTICIPATED CONSTRUCTION START JULY 2019

ESTIMATED USEFUL LIFE OF IMPROVEMENTS – 10 YEARS

Linda Vista Dr	Largo Dr	Sarita Dr	C
Los Alamitos Av	Monte Royals St	Mandeville Dr	C
Los Cerros St	La Cienega St	South End	C
Los Gatos Dr	Buena Vista Dr	West End	C
Louisa St	Moulton Pw	West End	C
Luna Bonita Dr	La Serra St	Aliso Hills Dr	C
Lupita St	Louisa St	Eva St	C
Marin Ct	El Capitan Ln	South End	C
Mendocino Av	Aliso Hills Dr	Mendocino Ct	C
Mendocino Ct	West End	East of Mendocino Av	C
Monte Royale St	Alameda Av	Los Alamitos Av	C
Morro Ct	Terra Bella Av	West End	C
Natama Ct	Terra Bella Av	West End	C
Patricia St	Lupita St	South End	C
Ponce Ct	Linda Vista Dr	South End	C
Ramona St	Yolanda St	Alicia Pw	C
Rio Grande Av	Telega Av	La Cienega St	C
Rosa St	Lupita St	North End	C
San Pedro Av	Anacapa St	Talega Av	C
Sandia Ct	Terra Bella Av	North End	C
Santa Rosa Av	Mandeville Dr	Sundance Av	C
Sarita Dr	Linda Vista Dr	Alisal Ln	C
Sausalito St	Alameda Av	East End	C
Solano Ct	Alameda Av	East End	C
Spotted Pony Ln	East End	West End	C
Spruce Ln	West End	Oak Leaf Rd	C
Sundance Av	Santa Rosa Av	Los Alamitos Av	C
Talega Av	San Pedro Av	Alameda Av	C
Terra Bella Av	Aliso Hills Dr	South End	C
Tocaloma Cl	Alameda Av	East End	C
Toluca Ct	Linda Flora St	North End	C
Yolanda St	Eva St	Ramona St	C
Beckenham St	Paseo de Valencia	Fire Gate	E
Calle Carmel	Hendon St	South End	E

EXHIBIT A

SB1 PROJECT LIST

FOR

FY 2018-2019 & FY 2019-2020 COMBINED PROJECT LIST

ANTICIPATED CONSTRUCTION START JULY 2019

ESTIMATED USEFUL LIFE OF IMPROVEMENTS – 10 YEARS

Camberwell St	Hon Av	Costeau St	E
Carol Ln	Julie Av	East End	E
Christina Ct	East End	West End	E
Clarington Dr	Weyburn Dr	Kennington Dr	E
Commerce Center Dr	Av De La Carlota	End	E
Costeau Ct	Costeau St	North End	E
Costeau St	Alicia Pw	S of Beckenham St	E
Cresta Ct	Creekview Dr	North End	E
Derby Cr	Wilkes Pl	West End	E
Georgia Sue Dr	Jorie Dr	East End	E
Hendon St	Costeau St	Camberwell St	E
Hendon St	Camberwell St	Calle Carmel	E
Hon Av	Julie Av	Alicia Pw	E
Hon Av	Georgia Sue Dr	Julie Av	E
Indian Hill Ln	Laguna Hills Dr	Moulton Pw	E
Jorie Dr	Weyburn Dr	Georgia Sue Dr	E
Julie Av	Hon Av	Sara Ln	E
Katie Av	Julie Av	East End	E
Kennington Dr	Paseo de Valencia	Clarington Dr	E
Kim Cr	Georgia Sue Dr	South End	E
Luton St	Camberwell St	East End	E
Paige Cr	Georgia Sue Dr	South End	E
Pinewood Ln	West End	Oak Leaf Rd	E
Rittenhouse Cr	Ashland Dr	North End	E
Salford St	Southport St	Costeau St	E
Sara Ln	Paige Cr	East End	E
Southampton Ct	Creekview Dr	North End	E
Southport St	Southport St	North End	E
Southport St	Woolwich St	East End	E
Stockport St	Paseo de Valencia	Roadblock	E
Stockport St	Wilkes Pl	Roadblock	E
Sunset Pl	Beckenham St	Sunset Pl East	E
Via Balboa	Calle Carmel	End	E
Via Lomas	Alicia Pkwy	Moulton Pkwy	E
Weyburn Dr	Ashland Dr	East End	E

EXHIBIT A

SB1 PROJECT LIST

FOR

FY 2018-2019 & FY 2019-2020 COMBINED PROJECT LIST

ANTICIPATED CONSTRUCTION START JULY 2019

ESTIMATED USEFUL LIFE OF IMPROVEMENTS – 10 YEARS

Wilkes Pl (N of Alicia)	Alicia Pkwy	NW to Fire Gate	E
Woodcreek Dr	Creekview Dr	Los Alisos Bl	E
Woolwich St	Woolwich St	West End	E
Woolwich St	Costeau St	Wilkes Pl	E
York Cr	Wilkes Pl	West End	E



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 10, 2018

TO: Mayor and Council Members

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

ISSUE: 2018 Weed Abatement Program

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, declaring weeds and rubbish on specified private property to be a public nuisance, commencing public proceedings, and setting a Public Hearing for May 8, 2018."

SUMMARY:

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

BACKGROUND:

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

March 2018	Inspect properties for potential weed abatement.
April 10, 2018	Adopt a Resolution declaring weeds to be a nuisance and declaring the intent to abate weeds.
April 11, 2018	Mail notices to property owners of abatement requirements and scheduled Public Hearing.

2018 Weed Abatement Program

April 10, 2018

Page 2

May 8, 2018	Hold the Public Hearing and adopt the Resolution of Abatement Order.
June 12, 2018	Initiate City weed abatement for non-compliant private properties.
June 28, 2018	Send notice to property owners of abatement costs and scheduled Public Hearing.
July 10, 2018	Hold the Public Hearing on assessment of weed abatement costs.
July 18, 2018	Submit costs to County Assessor's office.

The attached Resolution initiates the Weed Abatement Program and authorizes the Public Services Department to send notices to property owners advising them to remove any public nuisance (weeds and rubbish among other materials) that, when dry, become a fire hazard. Property owners are advised that they have until May 31, 2018, to comply with cleaning their property and that they may state their objections to the Weed Abatement Notice before the City Council at a Public Hearing to be held on May 8, 2018.

The attached notice will be sent to 540 private properties scattered throughout the City. The notice includes language as required by Government Code Section 39566. To soften this language, staff will also enclose a general informational letter describing the need for the notice and the importance of the weed abatement. In the past, property owners have appropriately responded to the notices to abate weeds. Last year, City contractors had to perform weed abatement on only two private parcels.

Weed Abatement on City-owned parcels, typically undeveloped open spaces and hillsides, will proceed in late May to early June. This work is performed on a contract basis by NPC Construction, Inc.

FISCAL IMPACT:

The Weed Abatement Program has been budgeted for Fiscal Year 2017/2018 in the amount of \$45,000. Some of these costs may be recovered as an assessment upon the private parcels requiring abatement, if any, and the balance relates to the annual clearing of City-owned properties.

ATTACHMENTS:

- Resolution
- Notice to Destroy Weeds Frontside

2018 Weed Abatement Program

April 10, 2018

Page 3

- Notice to Destroy Weeds Backside
- Weed Abatement Guidelines
- Hazard Reduction Contractors
- County Landfill Location
- Copy of 2018 Weed Abatement List

RESOLUTION NO. 2018-04-10-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING WEEDS AND RUBBISH ON SPECIFIED PRIVATE PROPERTY TO BE A PUBLIC NUISANCE, COMMENCING PUBLIC PROCEEDINGS, AND SETTING A PUBLIC HEARING FOR MAY 8, 2018

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

SECTION 1. Pursuant to Government Code Section 39560 et seq., weeds growing upon or in front of, and that rubbish, refuse and dirt upon or in front of certain parcels of land described in the 2018 Weed Abatement List, which is attached hereto and is incorporated herein by this reference, constitute a public nuisance.

SECTION 2. If the public nuisance is not abated and removed by the owner(s) of the parcels of land identified and described in the attached 2018 Weed Abatement List, it is the intention of the City Council of the City of Laguna Hills to have such nuisances abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code Section 39560, et seq., in which case the cost of such removal shall be assessed upon the parcel and lands from which or in front of which such weeds, rubbish, refuse, and/or dirt are removed and that upon confirmation such costs will constitute a lien upon such parcel or lands until paid.

SECTION 3. The weeds growing upon or in front of those certain parcels of land identified and described in the attached 2018 Weed Abatement List are seasonal and recurrent nuisances within the meaning of Government Code Section 39562.1 and, as such, upon the second and any subsequent occurrence of such nuisance on the same parcel or parcels within the same calendar year, no further public hearings shall be held.

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

SECTION 5. The City Clerk is hereby directed, pursuant to Government Code Section 39567.1, to mail written notice of the proposed abatement to all persons owning property identified and described in the attached 2018 Weed Abatement List. The City Clerk shall cause such written notice to be mailed to each person to whom such described property is assessed in the last equalized assessment roll available on the date this Resolution is adopted by the City Council. Such notices shall be mailed by the City Clerk at least five (5) days prior to the time for hearing objections by the City Council. The notices mailed by the City Clerk shall be substantially in the form provided by Government Code Section 39566.

SECTION 6. A public hearing concerning proposed abatement, which shall be conducted by the City Council, is hereby set for 7:00 p.m., or as soon thereafter as is practicable, on Tuesday May 8, 2018, in the City Hall Council Chambers located at 24035 El Toro Road, Laguna Hills, California. At such time, the City Council shall hear and consider all objections, if any, to the proposed removal of weeds, rubbish, refuse, and/or dirt. By motion or resolution at the conclusion of the public hearing, the City Council shall allow or overrule any objections. At that time, the City Council shall acquire jurisdiction to have City authorities proceed and perform the work of removal, pursuant to Government Code Section 39569, and shall issue an abatement order, which decision shall be final.

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

PASSED, APPROVED, AND ADOPTED this 10th day of April 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-04-10-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 10th day of April 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution (1523 : 2018 Weed Abatement Program)

April 11, 2018

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

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

Dear Property Owner:

The City of Laguna Hills requests your assistance in reducing potential fire hazards in our community. A recent inspection of open space and slope areas revealed that the property described by the above Assessor's Parcel Number may have vegetation (grass, weeds, brush, trees) or litter upon it, which may contribute to a hazardous fire condition. As the owner, the condition of the property is your responsibility. The City is required to follow State law to make sure that a weed abatement program is implemented. In this regard, the required official notice to destroy weeds and remove rubbish and refuse is provided on the back of this letter. It is important to note that after May 31, 2018, property not cleared and maintained by the owner is subject to being cleared by City contracted crews when manpower and equipment are available. The charges for clearing plus a \$437.00 administrative fee will be added to the owner's property tax statement.

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

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

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

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

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

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

Sincerely,



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

Attachment: Notice to Destroy Weeds Frontside (1523 : 2018 Weed Abatement Program)

NOTICE TO DESTROY WEEDS AND REMOVE RUBBISH AND REFUSE

Notice is hereby given that on the 10th day of April 2018, the City of Laguna Hills City Council passed a Resolution declaring that noxious or dangerous weeds were growing upon or in front of the property on certain streets (or roads) in the City of Laguna Hills and that rubbish, refuse, and dirt were upon or in front of the property on certain streets (or roads) in the City of Laguna Hills, including this property as more particularly described in said Resolution, and that the same constitutes a public nuisance which must be abated by the removal of the weeds, rubbish, refuse, and dirt. Otherwise they will be removed and the nuisance will be abated by City of Laguna Hills authorities, in which case the cost of such removal shall be assessed upon the lots and lands from which or in front of which such weeds are removed and such cost will constitute a lien upon such lots and lands until paid. Reference is hereby made to the Resolution for further particulars. A copy of said Resolution is on file in the office of the City Clerk.

All property owners having objection to the proposed removal of such weeds are hereby notified to attend a Public Hearing before the City Council of the City of Laguna Hills scheduled for May 8, 2018, at 24035 El Toro Road, Laguna Hills, California, 92653, beginning at 7:00 PM., or as soon thereafter as practical, when their objections will be heard and given due consideration. If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City of Laguna Hills at, or prior to, the Public Hearing.

Dated this 11th day of April, 2018.



By Kenneth H. Rosenfield
Assistant City Manager/Director of Public Services

CITY OF LAGUNA HILLS WEED ABATEMENT SUPPLEMENTAL GUIDELINES

Dear Property Owner:

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

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

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

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

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

Sincerely,



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

FIRE PRONE PLANT SPECIES

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

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

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

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

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

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

HAZARD REDUCTION PRIVATE CONTRACTORS

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

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

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

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

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

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

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

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

NPC Construction, Inc.
Tractor, Mowing & Handwork
760-723-1961

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

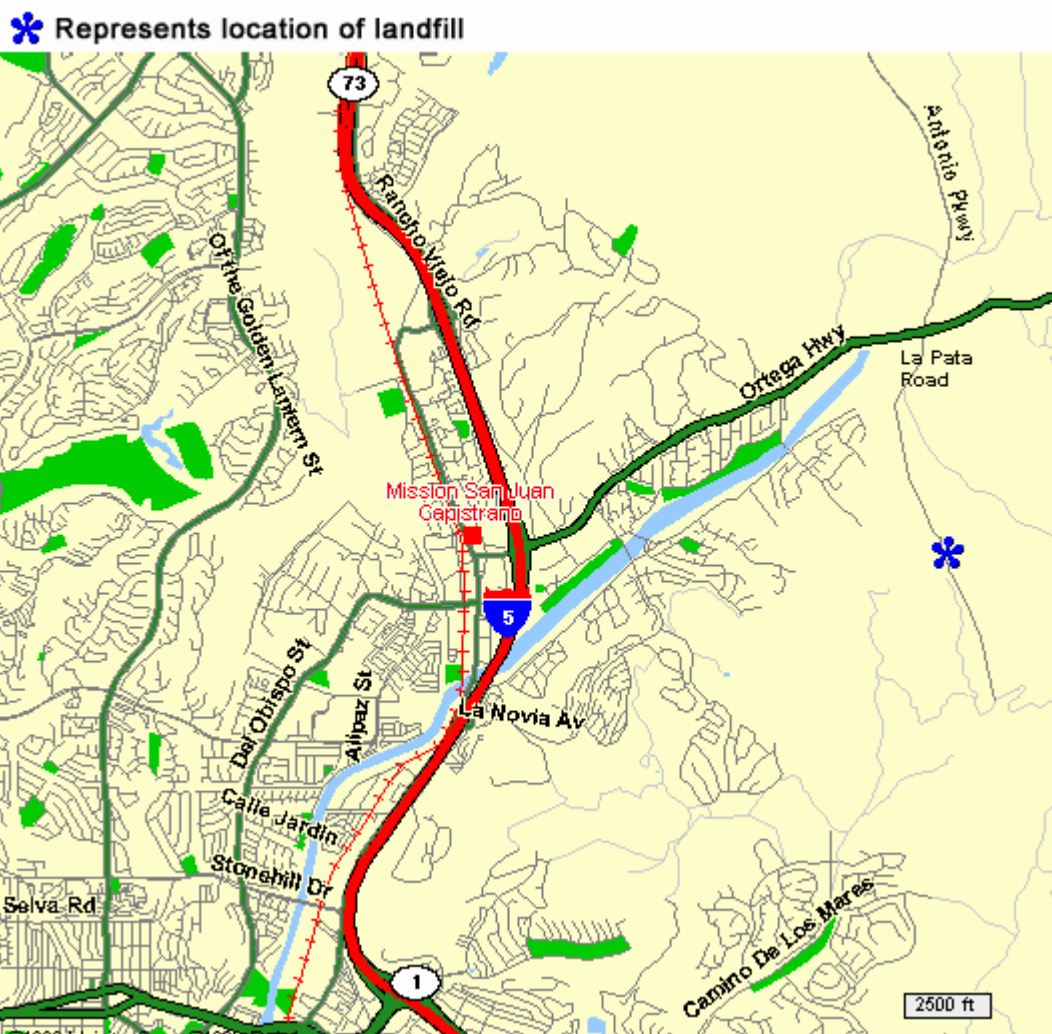
LOCATION OF NEAREST COUNTY LANDFILL:

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

OPERATING HOURS

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

LOCATION MAP



2018 WEED ABATEMENT LIST

4/6/18 Page 1

APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
588-121-01	LAGUNA VILLAGE HOA	LAGUNA VILLAGE HOA	23300 SANTA VITTORIA DRIVE	LAGUNA HILLS	CA	926
588-141-06	BEHIND 23092 MILL CREEK DRIVE	LAGUNA ASSOCIATES	4570 VON KARMAN AVE, STE. 200	NEWPORT BEACH	CA	926
588-141-07	MILL CREEK DR 23092	NEW VISTA SCHOOL	23092 MILL CREEK DRIVE	LAGUNA HILLS	CA	926
616-221-02	MOULTON PKWY 23601	MOULTON PLAZA LLC	48 TESLA	IRVINE	CA	926
616-232-25	ANCONA 22671	ASHRAF ASHRAFNA	22671 ANCONA	LAGUNA HILLS	CA	926
616-232-27	ANCONA 22685	RICHARD CARUVANA	22685 ANCONA	LAGUNA HILLS	CA	926
616-232-28	ANCONA 22691	ORLANDO DELFIN	22691 ANCONA	LAGUNA HILLS	CA	926
616-241-16	CATANIA 22591	EDWARD KRAUS	22591 CATANIA	LAGUNA HILLS	CA	926
616-263-01	TERNI 22251	DANIEL MACDONALD	1501 LEAVENWIRTH ST 24	SAN FRANCISCO	CA	941
616-263-02	TERNI 22241	PAUL LEW	P.O. BOX 2944	LAGUNA HILLS	CA	926
616-263-03	TERNI 22231	ALEXANDER LEPERA	22231 TERNI	LAGUNA HILLS	CA	926
616-263-04	TERNI 22221	MARY TANGLAO	22221 TERNI	LAGUNA HILLS	CA	926
616-263-05	TERNI 22211	STEPHEN SUKHOV	22211 TERNI	LAGUNA HILLS	CA	926
616-263-06	TERNI 22201	MARIBEL MUSNGI BISHOP	22201 TERNI	LAGUNA HILLS	CA	926
616-263-07	TERNI 22202	CONNIE MAGNUSEN	22202 TERNI	LAGUNA HILLS	CA	926
616-263-08	TERNI 22212	JOHN STEIN	22212 TERNI	LAGUNA HILLS	CA	926
616-263-09	TERNI 22222	DESIREE OLASCOAGA	22222 TERNI	LAGUNA HILLS	CA	926
616-272-12	ADAMO 22192	JAIME SANTOS	7766 VALE DRIVE	WHITTIER	CA	906
616-272-14	ADAMO 22212	CHARLES OLTMAN	22212 ADAMO	LAGUNA HILLS	CA	926
616-272-15	ADAMO 22222	DONNY TURINGAN	22222 ADAMO	LAGUNA HILLS	CA	926
616-272-21	ADAMO 22252	DAVID SWETS	22252 ADAMO	LAGUNA HILLS	CA	926
616-272-22	SORESINA 23732	MARIA MOERCK	23732 SORESINA	LAGUNA HILLS	CA	926
616-272-23	SORESINA 23736	GABRIELE MILLER	23736 SORESINA	LAGUNA HILLS	CA	926
616-272-24	SORESINA 23718	CRESCENCIA HARI ARTHUR	5112 MINNEOLA DRIVE	FALLBROOK	CA	920
616-291-13	LOMBARDI 22432	GREGORY KENDRICK	22432 LOMBARDI	LAGUNA HILLS	CA	926
620-032-44	LA PAZ 25912	25912 LA PAZ LLC	624 N. ALPINE DRIVE	BEVERLY HILLS	CA	902
620-044-03	GRISSOM 25022	RAYMOND SANSTROM	P.O. BOX 3593	LAGUNA HILLS	CA	926
620-044-04	GRISSOM 25032	ADAM CHOU	25032 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-044-05	GRISSOM 25052	DAN PAUL DURGHINESCU	25052 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-044-07	GRISSOM 25082	ARIE W DOELITZSCH	25082 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-044-08	GRISSOM 25092	DANIEL COOPER	25092 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-044-10	GRISSOM 25112	GEOFFREY TAFF	25112 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-054-02	BARENTS 25101	SULIMAN JAHANGIRI	25101 BARENTS STREET	LAGUNA HILLS	CA	926
620-054-03	BARENTS 25111	BEHJAT MAHDAVI	25111 BARENTS STREET	LAGUNA HILLS	CA	926
620-054-04	BARENTS 25121	ROBERT KURLFINK	25121 BARENTS STREET	LAGUNA HILLS	CA	926
620-054-05	BARENTS 25131	JOHN EN HONG SHEN	3314 MEADOWRIDGE RD	ORANGE	CA	926
620-054-06	BARENTS 25141	MOHAMMED HALLAJ MOGHADD SARAND	P.O. BOX 9237	CALABASAS	CA	913
620-054-07	BARENTS 25151	MAHAMMAD EHSAN JAHANGIR	25151 BARENTS STREET	LAGUNA HILLS	CA	926
620-054-08	BARENTS 25161	MANFRED KUNZE	25161 BARENTS STREET	LAGUNA HILLS	CA	926
620-054-09	BARENTS 25171	MELINA FATEME CUNROD	25171 BARENTS STREET	LAGUNA HILLS	CA	926
620-061-01	COSTEAU 25172	TAMMY KAY ALLEN	25172 COSTEAU STREET	LAGUNA HILLS	CA	926
620-064-04	VESPUCCI 25151	JOAN VIGLIONE	25151 VESPUCCI	LAGUNA HILLS	CA	926
620-064-05	VESPUCCI 25161	JAMES DEICHMANN	17 FAIR OAKS	LAGUNA NIGUEL	CA	926
620-064-06	VESPUCCI 25171	JOANN YANOSCHAK	25171 VESPUCCI	LAGUNA HILLS	CA	926
620-064-09	VESPUCCI 25201	STEVEN PAUL BOUY	25201 VESPUCCI	LAGUNA HILLS	CA	926
620-064-11	VESPUCCI 25241	DANENHAUER GEORGE PARKER	25241 VESPUCCI ROAD	LAGUNA HILLS	CA	926
620-064-12	VESPUCCI 25251	CHRISTOPHER BABAKITIS	25251 VESPUCCI	LAGUNA HILLS	CA	926
620-082-25	GRISSOM 25301	SCOTT LAWLER	25301 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-083-09	GRISSOM 25262	HARDEV KUMAR	25262 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-083-10	GRISSOM 25272	JOHN KESSLER	25272 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-142-09	GRISSOM 25732	RYAN YOSHIO TAKAYAMA	25732 GRISSOM	LAGUNA HILLS	CA	926
620-142-10	GRISSOM 25742	MARITZA ALVAREZ	25742 GRISSOM	LAGUNA HILLS	CA	926
620-142-11	GRISSOM 25752	DANIEL GIBSON	25752 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-181-08	LA PAZ 25205	LEES LAGUNA HILLS RESORT LLC	76 W PALM DRIVE	ARCADIA	CA	910
620-191-07	LA SUEN 25002	CHRISTOPHER BENEDICT FRANCIS	2845 N. DANBURY	ORANGE	CA	926
620-191-08	LA SUEN 25012	NANCY LE GAULT	25012 LA SUEN	LAGUNA HILLS	CA	926
620-191-09	LA SUEN 25022	EMILY REAGAN	25022 LA SUEN	LAGUNA HILLS	CA	926
620-191-10	LA SUEN 25032	KRISTINE SANGALANG	25032 LA SUEN	LAGUNA HILLS	CA	926
620-191-27	LA SUEN 25182	DEAN HENDERSON	25182 LA SUEN	LAGUNA HILLS	CA	926
620-191-28	PIKE ROAD 25186	MOUNSSEF ASRI	25186 PIKE ROAD	LAGUNA HILLS	CA	926
620-241-04	ALICIA PKWY 25401	K&M ROYAL GROUP LLC	25381 ALICIA PARKWAY	LAGUNA HILLS	CA	926
620-251-02	STOCKPORT APARTMENTS	MISSION HILLS INVESTMENT CO	949 S. COAST DRIVE, SUITE 600	COSTA MESA	CA	926
620-282-40	TREE TOP 25962	ROBERT BUSTAMANTE	25962 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-282-41	TREE TOP 25952	COMBS RON & SAND LIVING TRUST	25952 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-282-42	TREE TOP 25942	SANG VAN NGUYEN	15911 LAVA WAY	WESTMINSTER	CA	926
620-282-44	TREE TOP 25922	MARK J. FURLAN	25922 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-282-45	TREE TOP 25912	PHAN JOHN VAN	25912 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-283-18	TREE TOP 25802	PATRICK SUZUKIDA	25802 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-283-19	TREE TOP 25812	DELGADO LIVING TRUST	25812 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-283-20	TREE TOP 25822	ROGEL GALANG	25822 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-283-21	TREE TOP 25832	JAMES GIBBONS	25832 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-283-22	TREE TOP 25842	ELLEN WAKEFIELD	25842 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-283-23	TREE TOP 25852	GLOVER FAMILY TRUST	25852 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-283-27	TREE TOP 25892	KATHY CORNETT	25892 TREE TOP ROAD	LAGUNA HILLS	CA	926
620-372-12	GRISSOM 24892	VICTOR LANFRANCO	24556 KINGS ROAD	LAGUNA NIGUEL	CA	926
620-372-13	GRISSOM 24886	PEREZ TRUST	27752 TORIJA	MISSION VIEJO	CA	926
620-372-15	GRISSOM 24872	HUONG TRAN	24872 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-372-16	GRISSOM 24862	RAYMOND PHUA	24862 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-372-17	GRISSOM 24842	LUIS LOZANO	24842 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-372-18	GRISSOM 24832	SHELDON KAWAHA	24832 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-372-20	GRISSOM 24802	HAGOP JACK BALTAYAN	24802 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-372-23	GRISSOM 24772	RENE JIMENEZ	24772 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-372-24	GRISSOM 24762	YA - ING LIN	10106 ANDY REESE CT.	GARDEN GROVE	CA	926
620-372-25	GRISSOM 24752	CRAIG TALBOT	24752 GRISSOM ROAD	LAGUNA HILLS	CA	926
620-372-26	BARENTS 25485	HEDAYATULLAH AYOUB	25485 BARENTS STREET	LAGUNNA HILLS	CA	926
620-372-30	BARENTS 25451	MOHAMMED DALATI	25451 BARENTS STREET	LAGUNA HILLS	CA	926
620-372-31	BARENTS 25441	THOMAS ANTHONY CAMMARANO	25441 BARENTS STREET	LAGUNA HILLS	CA	926
620-372-32	BARENTS 25431	JAMES HATCHETT	25431 BARENTS STREET	LAGUNA HILLS	CA	926
620-372-33	BARENTS 25421	FEROZE SHAIKH	25421 BARENTS STREET	LAGUNA HILLS	CA	926
620-372-34	BARENTS 25411	ISAAC GIRYAN	25411 BARENTS STREET	LAGUNA HILLS	CA	926
620-372-35	BARENTS 25391	MICHAEL L TANNER	25391 BARENTS STREET	LAGUNA HILLS	CA	926
620-372-36	BARENTS 25381	MOHAMMED FAZIL	17385 SUMMER OAK PL	YORBA LINDA	CA	92800
620-381-11	GRISSOM 24996	ALONSO J. FRANCISCO	12571 MARTHA ANN DRIVE	LOS ALAMITOS	CA	90720

Attachment: Copy of 2018 Weed Abatement List (1523 : 2018 Weed Abatement Program)

2018 WEED ABATEMENT LIST

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APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
620-382-18	GRISSOM 24946	BRADLEY MICHAELS	807 LINDARAXA PARK N	ALHAMBRA	CA	918
620-384-03	BARENTS 25291	ZAHOOR ALVI	25291 BARENTS STREET	LAGUNA HILLS	CA	926
620-384-04	BARENTS 25295	DONALD RABAS	25295 BARENTS STREET	LAGUNA HILLS	CA	926
620-384-06	BARENTS 25311	RICARDO SANTIAGO	25311 BARENTS STREET	LAGUNA HILLS	CA	926
620-384-07	BARENTS 25321	ROBERT KARR	25321 BARENTS STREET	LAGUNA HILLS	CA	926
620-384-08	BARENTS 25331	IRFAN HEMANI	25331 BARENTS STREET	LAGUNA HILLS	CA	926
620-384-09	BARENTS 25341	PAUL ROBIN KHOSHABA REV TRUST	25341 BARENTS STREET	LAGUNA HILLS	CA	926
620-384-10	BARENTS 25351	RAUL M GONZALEZ	25351 BARENTS STREET	LAGUNA HILLS	CA	926
620-384-11	BARENTS 25361	WEAVER FAMILY TRUST	25361 BARENTS STREET	LAGUNA HILLS	CA	926
620-384-12	BARENTS 25371	SUSAN E BROWN	25371 BARENTS STREET	LAGUNA HILLS	CA	926
620-401-01	BARENTS 25181	HUZEFA HAKIM	25181 BARENTS STREET	LAGUNA HILLS	CA	926
620-401-04	BARENTS 25201	MARK LEAVITT	25201 BARENTS STREET	LAGUNA HILLS	CA	926
620-401-05	BARENTS 25211	CHRISTOPHER NGUYEN	140 S HEARTWOOD WAY	ANAHEIM	CA	926
620-401-08	BARENTS 25241	TIMOTHY GLATFELTER	25241 BARENTS STREET	LAGUNA HILLS	CA	926
620-401-09	BARENTS 25251	BOBBY ADAMS	25251 BARENTS STREET	LAGUNA HILLS	CA	926
625-211-03	ALISO MEADOWS N/W SLOPE	ALISO MEADOWS CONDOS	3551 CAMINO MIRA COSTA, STE. N	SAN CLEMENTE	CA	926
625-211-04	VIA LOMAS 25912	RANCHO NIGUEL PARTNERS	3803 E CASSELLE AVE	ORANGE	CA	926
625-301-54	OPEN SPACE E/O INDIAN HILLS	ALISO VIEJO COMMUNITY	95 ARGONAUT STE. 190	ALISO VIEJO	CA	926
625-311-02	4.5 ACRE PARCEL BEHIND 24701 MANDEVILLE	CARMEN CARCIELLO	24701 MANDEVILLE DR.	LAGUNA HILLS	CA	926
625-322-26	LA CIENEGA & LOS CERROS STREET	RIDGEFIELD HOMEOWNERS ASSOCIATION	2301 DUPONT DR, STE. 100	IRVINE	CA	926
627-041-01	NELLIE GAIL ROAD 24761	WILLIAM SULLIVAN	24761 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-041-12	RED LODGE PLACE 24771	PARVIZ SHAMS	1234 ANACAPA WAY	LAGUNA BEACH	CA	926
627-041-13	RED LODGE PLACE 24781	THOMAS V BOYLES	24781 RED LODGE PLACE	LAGUNA HILLS	CA	926
627-041-15	RED LODGE PLACE 24811	JOHN FITZGERALD	24811 RED LODGE PLACE	LAGUNA HILLS	CA	926
627-041-17	RED LODGE PLACE 24831	JOHN R CRAIG	P. O. BOX 3339	LAGUNA HILLS	CA	926
627-041-18	RED LODGE PLACE 24841	BARRY D ANDREWS	24841 RED LODGE PLACE	LAGUNA HILLS	CA	926
627-041-24	RED LODGE PLACE 24761	RAMSEY FAMILY TRUST	24761 RED LODGE PLACE	LAGUNA HILLS	CA	926
627-041-25	RED LODGE PLACE 24762	ANNE MARIE COLE	24762 RED LODGE PLACE	LAGUNA HILLS	CA	926
627-051-01	NELLIE GAIL ROAD 24891	WILLIAM FREY	24891 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-051-02	NELLIE GAIL ROAD 24911	JESSE AUTRY EHLE	P.O. BOX 11	SEASIDE	OR	927
627-051-03	NELLIE GAIL ROAD 24931	JOHN WURTH	24931 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-051-04	NELLIE GAIL ROAD 24941	HOUSHAENG ESFAHANI	27671 GOLD DUST LANE	LAGUNA HILLS	CA	926
627-051-05	NELLIE GAIL ROAD 24961	MATTHEW VUJOVICH	27282 WESTRIDGE LANE	LAGUNA HILLS	CA	926
627-051-06	NELLIE GAIL ROAD 24981	AL-ABDULLA ANGHAM	24981 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-051-07	NELLIE GAIL ROAD 24991	DWIGHT NORDSTROM	26502 WILD VIEW TERRACE	LAGUNA HILLS	CA	926
627-051-08	HIGHWOOD CIRCLE 26971	PHILIP COLLEN	16000 VENTURA BOULEVARD, STE. 90	ENCINO	CA	914
627-051-09	HIGHWOOD CIRCLE 26951	JOHN BARTLETT	26951 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	926
627-051-10	HIGHWOOD CIRCLE 26931	DAVID LUBOWE	26931 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	926
627-051-11	HIGHWOOD CIRCLE 26921	DORMING WONG	26921 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	926
627-051-13	HIGHWOOD CIRCLE 26881	RICHARD CROWLEY	26881 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	926
627-051-14	HIGHWOOD CIRCLE 26871	HAI NGUYEN	26871 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	926
627-051-15	HIGHWOOD CIRCLE 26861	MARTINDALE LIVING TRUST	13122 SAINT THOMAS DRIVE	SANTA ANA	CA	927
627-061-01	HIGHWOOD CIRCLE 26872	TOM MAHATHIRATH	26872 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	926
627-061-02	HIGHWOOD CIRCLE 26882	JAMES D SUTHERLAND TRUST	26882 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	926
627-061-03	HIGHWOOD CIRCLE 26902	BILLIE LOU MITCHELL	26902 HIGHWOOD CIRCLE	LAGUNA HILLS	CA	926
627-061-13	ROCKING HORSE LANE 26881	GEORGE REISMAN	26881 ROCKING HORSE LANE	LAGUNA HILLS	CA	926
627-061-15	ROCKING HORSE LANE 26872	JUNE D QUIRK	26872 ROCKING HORSE LANE	LAGUNA HILLS	CA	926
627-061-17	ROCKING HORSE LANE 26922	AUDREY LEE MILFS	26922 ROCKING HORSE LANE	LAGUNA HILLS	CA	926
627-061-18	ROCKING HORSE LANE 26932	JUNG & ULLOA TRUST	26932 ROCKING HORSE LANE	LAGUNA HILLS	CA	926
627-061-20	ROCKING HORSE LANE 26962	MICHAEL J SULLIVAN	26962 ROCKING HORSE LANE	LAGUNA HILLS	CA	926
627-071-05	NELLIE GAIL ROAD 25202	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DR	LAGUNA HILLS	CA	926
627-081-10	SPOTTED PONY LANE 25372	BILL AINSWORTH	25372 SPOTTED PONY LANE	LAGUNA HILLS	CA	926
627-081-11	SPOTTED PONY LANE 25361	JAFFE FAMILY TRUST	25361 SPOTTED PONY LANE	LAGUNA HILLS	CA	926
627-081-12	SPOTTED PONY LANE 25371	JOHN GRIMES DONAHUE	25371 SPOTTED PONY LANE	LAGUNA HILLS	CA	926
627-081-13	SPOTTED PONY LANE 25381	STEPHEN S. O'HARA	25381 SPOTTED PONY LANE	LAGUNA HILLS	CA	926
627-081-15	SPOTTED PONY LANE 25411	ADAM MARQUIS	25411 SPOTTED PONY LANE	LAGUNA HILLS	CA	926
627-081-16	SPOTTED PONY LANE 25431	JOSEPH GERARD CAVALLO	25431 SPOTTED PONY LANE	LAGUNA HILLS	CA	926
627-081-19	SPOTTED PONY LANE 25471	JAMES LUZZI	25471 SPOTTED PONY LANE	LAGUNA HILLS	CA	926
627-081-20	SPOTTED PONY LANE 25491	MISHELLE WEIDENHAMMER	25491 SPOTTED PONY LANE	LAGUNA HILLS	CA	926
627-081-21	SPOTTED PONY LANE 25511	KAMBIZ HOSN	25511 SPOTTED PONY LANE	LAGUNA HILLS	CA	926
627-091-01	HIDDEN TRAIL ROAD 27076	XUN LIAO	27076 HIDDEN TRAIL	LAGUNA HILLS	CA	926
627-091-02	HIDDEN TRAIL ROAD 27082	DEAN LARSEN	27082 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
627-091-03	HIDDEN TRAIL ROAD 27086	WILLIAM WALLACE	27086 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
627-091-04	HIDDEN TRAIL ROAD 27092	DONALD SEDGWICK	27092 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
627-091-05	HIDDEN TRAIL ROAD 27096	DOUGLAS PRINS FAMILY TRUST	27096 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
627-091-11	WAGON WHEEL CIRCLE 25421	RICHARD CHRISTIE	25421 WAGON WHEEL CIRCLE	LAGUNA HILLS	CA	926
627-091-13	WAGON WHEEL 25451	JOHN E YOUNG	25451 WAGON WHEEL	LAGUNA HILLS	CA	926
627-092-10	HIDDEN TRAIL 27073	KEANE 2018 FAMILY TRUST	27073 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
627-101-01	HIDDEN TRAIL 27052	JAMES V. DI MARIA	27052 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
627-102-04	SHENANDOAH 27152	SUNG YIM	27070 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
627-102-05	SHENANDOAH 27182	BRIAN ROBINSON	27182 SHENANDOAH DRIVE	LAGUNA HILLS	CA	926
627-102-07	SHENANDOAH DRIVE 27181	JIM BISHOP	27181 SHENANDOAH DRIVE	LAGUNA HILLS	CA	926
627-102-13	HIDDEN TRAIL RD 27055	MOHAMED WADDAH EINACHEF	27055 HIDDEN TRAIL RD	LAGUNA HILLS	CA	926
627-102-16	NELLIE GAIL ROAD 25072	JOHN PARK	25072 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-102-17	LOST COLT DRIVE 27222	STEPHEN BARKOW	27068 LA PAZ RD 795	ALISO VIEJO	CA	926
627-102-18	LOST COLT DRIVE 27232	TIMOTHY M. WALTERS	27232 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-111-01	NELLIE GAIL ROAD 25011	LARRY J HAMILTON	25011 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-111-02	NELLIE GAIL ROAD 25021	CHARLES SLOAN	25021 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-111-03	NELLIE GAIL ROAD 25041	ROBERT E ALVAREZ	25041 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-112-04	NELLIE GAIL ROAD 25022	JANICE ANDERSON	25022 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-112-05	NELLIE GAIL ROAD 25012	RALPH FARR	25012 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-112-06	NELLIE GAIL ROAD 24992	MARGARET AUSTIN	24992 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-112-09	LOST COLT DRIVE 27162	WILLIAM KLAUITTER	27162 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-112-10	LOST COLT DRIVE 27172	DEBRA MONAHAN TRUST	27172 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-112-11	LOST COLT DRIVE 27182	DAVID J GUY	27182 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-112-13	LOST COLT DRIVE 27196	KRZYSZTOF CHMIELOWSKI	27196 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-112-14	LOST COLT DRIVE 27202	HOSN KOOROSH & MESBAHI TRUST	27202 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-112-15	LOST COLT DRIVE 27212	MARK FISH	27212 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-113-01	LOST COLT DRIVE 27261	ANDRE G PERON FAMILY TRUST	27261 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-113-04	LOST COLT DRIVE 27211	JAMES R TR BOSEMER	27211 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-113-05	LOST COLT DRIVE 27201	SCOTT KAI PETERSON	27201 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-113-06	LOST COLT DRIVE 27195	NEIL SLATE	27195 LOST COLT DRIVE	LAGUNA HILLS	CA	92653
627-113-07	LOST COLT DRIVE 27191	JOANNE TYRRELL FAMILY TRUST	27191 LOST COLT DRIVE	LAGUNA HILLS	CA	92653

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APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
627-113-08	LOST COLT DRIVE 27181	JOHN GERARD PICKETT	27181 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-113-09	LOST COLT DRIVE 27171	MATTHEW THOMAS HRDLICKA	27171 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-113-10	LOST COLT DRIVE 27161	ROY POLIZZI	27161 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-121-02	NELLIE GAIL ROAD 24962	JAMES C RYDER	24962 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-121-03	NELLIE GAIL ROAD 24942	MICHAEL SULLIVAN	24942 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-121-05	NELLIE GAIL ROAD 24892	NAJAH LIVING TRUST	24892 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-121-06	NELLIE GAIL ROAD 24872	DOUGLAS DUMITRU	24872 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-121-15	LOST COLT DRIVE 27086	MARTINI FAMILY TRUST	27086 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-121-17	LOST COLT DRIVE 27102	CHILDS FAMILY TRUST	27102 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-122-01	LOST COLT DRIVE 27151	HAITHAM HAMMAD	27151 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-122-03	LOST COLT DRIVE 27131	NICHOLAS & CAROLYN RAVLICH TRUST	27131 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-122-04	LOST COLT DRIVE 27121	MAUREEN BALLAS	27121 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-122-07	BEAR GRASS CIRCLE 24831	PHILIP GUIRAL	24831 BEAR GRASS CIRCLE	LAGUNA HILLS	CA	926
627-122-11	LOST COLT DRIVE 27061	BRANDON STILLWAGON	27061 LOST COLT DRIVE	LAGUNA HILLS	CA	926
627-131-01	MUSTANG DRIVE 25071	MARKOS BOTROS	25071 MUSTANG DRIVE	LAGUNA HILLS	CA	926
627-131-03	MUSTANG DRIVE 25051	CHAD ALVES	25051 MUSTANG DR	LAGUNA HILLS	CA	926
627-131-04	MUSTANG DRIVE 25041	JAMES M THAYER	25041 MUSTANG DRIVE	LAGUNA HILLS	CA	926
627-131-05	MUSTANG DRIVE 25031	LETHA RICHIE	621 RODEO ROAD	FULLERTON	CA	926
627-131-06	MUSTANG DRIVE 25011	JUNE RODMAN	9813 WINTER PALACE DRIVE	LAS VEGAS	NV	891
627-132-01	MUSTANG DRIVE 25082	GARY A MAGILL	25082 MUSTANG DRIVE	LAGUNA HILLS	CA	926
627-132-02	MUSTANG DRIVE 25062	MOORE LIVING TRUST	25062 MUSTANG DRIVE	LAGUNA HILLS	CA	926
627-132-03	MUSTANG DRIVE 25052	FELIPE DELGADO	25052 MUSTANG DRIVE	LAGUNA HILLS	CA	926
627-132-08	BUCKSKIN DRIVE 25131	STEVE PERRY	25131 BUCKSKIN DRIVE	LAGUNA HILLS	CA	926
627-132-09	BUCKSKIN DRIVE 25151	SHIEN- CHIEN LIANG	25151 BUCKSKIN DRIVE	LAGUNA HILLS	CA	926
627-141-03	BUCKSKIN DRIVE 24861	JOE LUIS VARGAS	24861 BUCKSKIN DRIVE	LAGUNA HILLS	CA	926
627-141-04	BUCKSKIN DRIVE 24881	MOHAMMAD HASHEMI	P.O. BOX 9328	FOUNTAIN VALLEY	CA	927
627-141-05	BUCKSKIN DRIVE 24891	CODY GLENN	24891 BUCKSKIN DRIVE	LAGUNA HILLS	CA	926
627-141-12	MUSTANG DRIVE 24971	THOMAS REILLY	24971 MUSTANG DRIVE	LAGUNA HILLS	CA	926
627-141-13	MUSTANG DRIVE 24981	HODGES HARALSON	24981 MUSTANG DRIVE	LAGUNA HILLS	CA	926
627-151-02	SADDLEHORN LANE 26561	JFFREY L OTTMAN	26561 SADDLEHORN LANE	LAGUNA HILLS	CA	926
627-151-07	BUCKBOARD LANE 24851	FRED BARKER	24851 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-151-08	BUCKBOARD LANE 24861	ELIZABETH RITZ	24861 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-152-01	BUCKSKIN DRIVE 24831	MAJID BABAZADEH	24831 BUCKSKIN DRIVE	LAGUNA HILLS	CA	926
627-152-02	BUCKSKIN DRIVE 24811	ALI SAMHAT	24811 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-152-03	BUCKBOARD LANE 24792	JOSE A FRANCO	24792 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-152-04	BUCKBOARD LANE 24802	JASON BOUQUET	24802 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-152-05	BUCKBOARD LANE 24812	DONALD OHLIG	24812 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-161-01	STETSON PLACE 26641	LAWRENCE R JONES	26641 STETSON PLACE	LAGUNA HILLS	CA	926
627-162-01	STETSON PLACE 26642	ANDY HENG-SHIUNG LEE	26642 STETSON PLACE	LAGUNA HILLS	CA	926
627-163-02	BUCKBOARD LANE 24862	GERARD J PAPA	24862 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-163-04	BUCKBOARD LANE 24882	CHARLES VAN DRUFF	24882 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-163-09	BUCKBOARD LANE 24972	RICHARD SUTTON	24972 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-163-11	BUCKBOARD LANE 25002	DAREN RHOADES	25002 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-172-02	BUCKSKIN DRIVE 24912	DARA ALBOUYEH	24912 BUCKSKIN DRIVE	LAGUNA HILLS	CA	926
627-172-05	SADDLEHORN LANE 26542	ROBERT SLOAN	26542 SADDLEHORN LANE	LAGUNA HILLS	CA	926
627-172-06	SADDLEHORN LANE 26552	SADDLEHORN LANE LLC	P.O. BOX 892641	TEMECULA	CA	925
627-172-07	SADDLEHORN LANE 26562	RAY YUE KWANG YANG	3490 OYSTER BAY AVENUE	DAVIS	CA	956
627-172-12	STETSON PLACE 26561	TIMOTHY J PARKER	26561 STETSON PLACE	LAGUNA HILLS	CA	926
627-172-13	STETSON PLACE 26562	DONALD SMITH	P.O. BOX 3077	LAGUNA HILLS	CA	926
627-172-14	STETSON PLACE 26566	SWEET OLIVE SEED LLC	27592 DAISYFIELD DRIVE	LAGUNA NIGUEL	CA	926
627-172-15	STETSON PLACE 26576	JOSEPH LONG	26576 STETSON PLACE	LAGUNA HILLS	CA	926
627-172-16	STETSON PLACE 26592	TIMOTHY WELCH	26592 STETSON PLACE	LAGUNA HILLS	CA	926
627-172-17	STETSON PLACE 26602	RONALD GALONSKY	26602 STETSON PLACE	LAGUNA HILLS	CA	926
627-172-18	STETSON PLACE 26622	GERALD BREWER	26622 STETSON PLACE	LAGUNA HILLS	CA	926
627-181-02	BUCKSKIN DRIVE 25071	LINDA PIANTA	25051 BUCKSKIN DRIVE	LAGUNA HILLS	CA	926
627-181-03	BUCKSKIN DRIVE 25051	DOUGLAS NILSEN	25051 BUCKSKIN DRIVE	LAGUNA HILLS	CA	926
627-182-01	BUCKSKIN DRIVE 24982	THE 2000 ANDY KITTS FAMILY TRUST	24982 BUCKSKIN DRIVE	LAGUNA HILLS	CA	926
627-182-02	BUCKSKIN DRIVE 24992	CURTIS SCHEETZ	24992 BUCKSKIN DRIVE	LAGUNA HILLS	CA	926
627-182-08	SILVER SADDLE LANE 26481	DANG FAMILY TRUST	17150 EUCLID STREET, STE. 101	FOUNTAIN VALLEY	CA	927
627-183-01	SILVER SADDLE LANE 26492	DEBORAH FISHER	26492 SILVER SADDLE LANE	LAGUNA HILLS	CA	926
627-183-02	SILVER SADDLE LANE 26482	MICHAEL GAHAGAN	26482 SILVER SADDLE LANE	LAGUNA HILLS	CA	926
627-183-03	SILVER SADDLE LANE 26462	PAUL STANISLAW	26462 SILVER SADDLE LANE	LAGUNA HILLS	CA	926
627-183-12	BROKEN BIT LANE 26481	GREGORY PALMER	26481 BROKEN BIT LANE	LAGUNA HILLS	CA	926
627-183-13	BROKEN BIT LANE 26501	CARL STILSON	26501 BROKEN BIT LANE	LAGUNA HILLS	CA	926
627-191-02	BUCKSKIN DRIVE 25211	AISA PROPERTIES LLC	25211 BUCKSKIN DRIVE	LAGUNA HILLS	CA	926
627-191-03	BUCKSKIN DRIVE 25231	GLENN LEW	25231 BUCKSKIN DRIVE	LAGUNA HILLS	CA	926
627-191-08	SORRELL PL 26351	MARIA LUISA ENGELN	26351 SORRELL PLACE	LAGUNA HILLS	CA	926
627-192-06	BROKEN BIT LANE 26412	DAVID TOVEY	26412 BROKEN BIT LANE	LAGUNA HILLS	CA	926
627-192-07	BROKEN BIT LANE 26432	THEODORE MARAVICH	1842 SANTIAGO DRIVE	NEWPORT BEACH	CA	926
627-192-08	BROKEN BIT LANE 26452	BELLVIEW MANAGEMENT LTD	26452 BROKEN BIT LANE	LAGUNA HILLS	CA	926
627-201-01	SILVER SADDLE LANE 26491	JOHN P VORSHECK	26491 SILVER SADDLE LANE	LAGUNA HILLS	CA	926
627-201-03	SILVER SADDLE LANE 26502	JENNIFER NICOLE GIRARD	26502 SILVER SADDLE LANE	LAGUNA HILLS	CA	926
627-201-08	BROKEN BIT LANE 26532	ECKHART FAMILY TRUST	26532 BROKEN BIT LANE	LAGUNA HILLS	CA	926
627-201-09	BROKEN BIT LANE 26542	CHRISTOPHER SAVAGE	26542 BROKEN BIT LANE	LAGUNA HILLS	CA	926
627-201-11	BUCKBOARD LANE 25161	DAVID GIBSON	25161 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-201-12	BUCKBOARD LANE 25151	SIRAGUSA JOHN R J R	25151 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-201-13	BUCKBOARD LANE 25145	MARK GALLUZZO	25145 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-211-01	BUCKBOARD LANE 25141	CAROLINE TRAN	25141 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-211-02	BUCKBOARD LANE 25131	ARTHUR B CORISH	25131 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-211-03	BUCKBOARD LANE 25111	TODD MUDD	25111 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-211-04	BUCKBOARD LANE 25091	PAUL WILLIAMS	25091 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-212-03	BUCKBOARD LANE 25072	ALAN SPALDING	25072 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-212-04	BUCKBOARD LANE 25092	WAQAR HAIDER	25092 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-212-05	BUCKBOARD LANE 25102	RICARDO DAVALOS	25102 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-212-06	BUCKBOARD LANE 25122	ALAN MACGILLIVRAY	25122 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-212-07	BUCKBOARD LANE 25132	WILLIAM FELLERS	25132 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-212-08	BUCKBOARD LANE 25136	CARL JEDNORALSKI	25136 BUCKBOARD LANE	LAGUNA HILLS	CA	926
627-231-04	DAPPLE GREY DRIVE 26531	CHARLES FULLER	26531 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	926
627-231-08	DAPPLE GREY DRIVE 26611	GREGORY MOORE	26611 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	926
627-231-09	DAPPLE GREY DRIVE 26631	KEIM JEWELL	26631 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	926
627-232-01	DAPPLE GREY DRIVE 26632	THOMAS W FARR	26632 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	926
627-232-02	DAPPLE GREY DRIVE 26602	STEPHEN DAVIS	26602 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	926
627-232-04	DAPPLE GREY DRIVE 26552	SCOTT CONNELLA	26552 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	92653

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2018 WEED ABATEMENT LIST

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APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
627-232-06	DAPPLE GREY DRIVE 26512	CRAIG NICKOLOFF	168 CRESCENT BAY DRIVE	LAGUNA BEACH	CA	926
627-241-01	CHAPARRAL PLACE 26411	ABBAS RAHMANI	26411 CHAPARRAL PLACE	LAGUNA HILLS	CA	926
627-241-02	CHAPARRAL PLACE 26421	KU-JUEY RAYMOND CHANG	26421 CHAPARRAL PLACE	LAGUNA HILLS	CA	926
627-242-04	DAPPLE GREY 26422	JAY CANNON	P.O. BOX 5506	FULLERTON	CA	926
627-242-05	DAPPLE GREY DRIVE 26432	MARK SCHEELE	26432 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	926
627-242-06	DAPPLE GREY DRIVE 26452	KENNETH DOLL	26452 DAPPLE GREY DRIVE	LAGUNA HILLS	CA	926
627-251-02	WILDVIEW TERRACE 26502	DONALD E NORDSTROM	26502 WILD VIEW TERRACE	LAGUNA HILLS	CA	926
627-251-03	WILD VIEW TERRACE 26512	GREGORY R MAKIN	26512 WILD VIEW TERRACE	LAGUNA HILLS	CA	926
627-251-04	WILD VIEW TERRACE 26522	ANTHONY L. GULLIFER	26522 WILD VIEW TERRACE	LAGUNA HILLS	CA	926
627-251-05	WILD VIEW TERRACE 26532	MEHDI MOTADI FAMILY TRUST	25921 PRAIRESTONE DRIVE	LAGUNA HILLS	CA	926
627-251-06	WILD VIEW TERRACE 26542	KURKEN ALYANAKIYAN	2455 COLORADO BLVD #400	LOS ANGELES	CA	900
627-251-07	WILD VIEW TERRACE 26552	RICHARD RUSSELL	26552 WILD VIEW TERRACE	LAGUNA HILLS	CA	926
627-251-08	WILD VIEW TERRACE 26551	LA VONNE C HART	26551 WILD VIEW TERRACE	LAGUNA HILLS	CA	926
627-251-09	WILD VIEW TERRACE 26541	ROBERT J BLATTENBERG	26541 WILD VIEW TERRACE	LAGUNA HILLS	CA	926
627-281-02	RANGEWOOD ROAD 25481	RONALD SOTO TRUST	25435 GALLUP CIRCLE	LAGUNA HILLS	CA	926
627-281-03	RANGEWOOD ROAD 25491	CHESTER REYNOLDS	25491 RANGEWOOD ROAD	LAGUNA HILLS	CA	926
627-281-04	RANGEWOOD ROAD 25511	JEFFERY B. ARMOUR	20320 SW BIRCH ST #110	NEWPORT BEACH	CA	926
627-281-05	RANGEWOOD ROAD 25521	RANDALL WHITE	25521 RANGEWOOD ROAD	LAGUNA HILLS	CA	926
627-281-06	RANGEWOOD ROAD 25541	JAIMIE JUSIDMAN	25541 RANGEWOOD ROAD	LAGUNA HILLS	CA	926
627-281-07	RANGEWOOD ROAD 25551	AHMAD-MAHER MOUBAYED	25551 RANGEWOOD ROAD	LAGUNA HILLS	CA	926
627-281-10	RANGEWOOD ROAD 25631	GENE WEINMEISTER	25631 RANGEWOOD ROAD	LAGUNA HILLS	CA	926
627-281-11	RANGEWOOD ROAD 25661	VINCENT G DI PROFIO	P. O. BOX 50698	IRVINE	CA	926
627-282-08	RANGEWOOD ROAD 25572	KATHERINE LANE ANGEL	25572 RANGEWOOD ROAD	LAGUNA HILLS	CA	926
627-282-10	RANGEWOOD ROAD 25592	THOMAS FERLAUTO	25592 RANGEWOOD ROAD	LAGUNA HILLS	CA	926
627-282-11	RANGEWOOD ROAD 25612	ELIZABETH VIGEN	25612 RANGEWOOD ROAD	LAGUNA HILLS	CA	926
627-282-14	RANGEWOOD ROAD 25642	DAVID MAC DONALD	25642 RANGEWOOD ROAD	LAGUNA HILLS	CA	926
627-291-02	NELLIE GAIL ROAD 25801	JAMES SEAT	25801 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-291-04	SHERIFF ROAD 25841	VITUS CHOW	25841 SHERIFF ROAD	LAGUNA HILLS	CA	926
627-291-05	SHERIFF ROAD 25851	GEORGE CECIL FRASER	25851 SHERIFF ROAD	LAGUNA HILLS	CA	926
627-291-06	SHERIFF ROAD 25871	MASAYE STAFFORD	25871 SHERIFF ROAD	LAGUNA HILLS	CA	926
627-291-07	SHERIFF ROAD 25881	LANDERS 1994 TRUST	25881 SHERIFF ROAD	LAGUNA HILLS	CA	926
627-291-08	SHERIFF ROAD 25901	MURILLO FAMILY TRUST	25901 SHERIFF ROAD	LAGUNA HILLS	CA	926
627-291-09	SHERIFF ROAD 25921	HENRY PEPPER	25921 SHERIFF ROAD	LAGUNA HILLS	CA	926
627-301-01	SHERIFF ROAD 25931	MARTIN G WILDGOOSE LIVING TRUST	25931 SHERIFF ROAD	LAGUNA HILLS	CA	926
627-301-02	SHERIFF ROAD 25941	MALIA BUSHNER	25941 SHERIFF ROAD	LAGUNA HILLS	CA	926
627-301-03	SHERIFF ROAD 25951	JIM CHEN	25951 SHERIFF ROAD	LAGUNA HILLS	CA	926
627-301-12	BUCKLESTONE COURT 25731	JUDY LEE WRIGHT	25731 BUCKLESTONE COURT	LAGUNA HILLS	CA	926
627-301-14	BUCKLESTONE COURT 25732	WALTER BACA	25732 BUCKLESTONE COURT	LAGUNA HILLS	CA	926
627-301-15	BUCKLESTONE COURT 25742	ROBERT LENZ	25742 BUCKLESTONE COURT	LAGUNA HILLS	CA	926
627-311-02	NELLIE GAIL 26071	ROSARIA ELEANOR DEL	24821 ARGUS DRIVE	MISSION VIEJO	CA	926
627-321-01	NELLIE GAIL ROAD 25791	RYAN PERMEH	25791 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-321-03	NELLIE GAIL ROAD 25761	DENNIS W. BLOUGH	25761 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-321-04	NELLEI GAIL ROAD 25741	SHERYLE ULYATE	25741 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-321-05	NELLIE GAIL ROAD 25731	GAINMORE LLC	25731 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-321-06	NELLIE GAIL 25721	WILLIAM AKRAWI	25721 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-322-14	NELLIE GAIL ROAD 25792	BRENDAN FLAHERTY	25792 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-322-27	PRAIRESTONE DRIVE 25891	THOMAS YERKE	25891 PRAIRESTONE DRIVE	LAGUNA HILLS	CA	926
627-331-01	GALLUP CIRCLE 25511	SONG KIM	25511 GALLUP CIRCLE	LAGUNA HILLS	CA	926
627-331-03	GALLUP 25525	NAHMAS SHERRY TRUST	25525 GALLUP CIRCLE	LAGUNA HILLS	CA	926
627-331-07	NELLIE GAIL ROAD 25671	EFT LLC	23152 VERDUGO DRIVE	LAGUNA HILLS	CA	926
627-331-08	NELLIE GAIL ROAD 25681	RAECHEL SKINNER	25681 NELLIE GAIL RD.	LAGUNA HILLS	CA	926
627-331-09	NELLIE GAIL ROAD 25691	GEORGE KATSUYAMA	25691 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-332-04	NELLIE GAIL ROAD 25682	JOSEPH CHUNG-FU CHENG	25682 NELLIE GAIL ROAD	LAGUNA HILLS	CA	926
627-332-08	PRAIRESTONE DRIVE 25762	GREGORY P FURLONG	25762 PRAIRESTONE DRIVE	LAGUNA HILLS	CA	926
627-341-02	PECOS ROAD 25766	BABAK FARJAMRAD	25766 PECOS ROAD	LAGUNA HILLS	CA	926
627-341-04	PECOS ROAD 25792	CHARLES K RHEE	25792 PECOS ROAD	LAGUNA HILLS	CA	926
627-341-06	PECOS ROAD 25832	JOHN E STONER	25832 PECOS ROAD	LAGUNA HILLS	CA	926
627-343-01	PRAIRESTONE 25901	AHMAD GOMROKI	25901 PRAIRESTONE DRIVE	LAGUNA HILLS	CA	926
627-344-02	HITCHING RAIL ROAD 25942	YOUNGA SEO	25942 HITCHING RAIL	LAGUNA HILLS	CA	926
627-344-03	SPUR BRANCH LANE 26032	JOSEPH I-CHIH HUANGE	26032 SPUR BRANCH LANE	LAGUNA HILLS	CA	926
627-351-02	WATERWHEEL PLACE 26072	RAYMOND M SHISHIDO	26072 WATERWHEEL PLACE	LAGUNA HILLS	CA	926
627-351-03	WATERWHEEL PLACE 26076	ELLEN SCHULMAN- SCHREIBER	26076 WATERWHEEL PLACE	LAGUNA HILLS	CA	926
627-351-07	SPUR BRANCH LANE 26052	PATRICIA LALAIA	26052 SPUR BRANCH LANE	LAGUNA HILLS	CA	926
627-351-09	SPUR BRANCH LANE 26072	BERNARD F GIRMA	26072 SPUR BRANCH LANE	LAGUNA HILLS	CA	926
627-351-10	SPUR BRANCH LANE 26062	STEPHEN MARGETIC	26062 SPUR BRANCH LANE	LAGUNA HILLS	CA	926
627-361-03	SPUR BRANCH 26092	SOHRAB BARKHORDAR	26091 SPUR BRANCH LANE	LAGUNA HILLS	CA	926
627-361-05	SPUR BRANCH LANE 26131	JAMES W STRYKER	26131 SPUR BRANCH LANE	LAGUNA HILLS	CA	926
627-362-02	SPUR BRANCH LANE 26102	ROBERT BETTEY	26102 SPUR BRANCH LANE	LAGUNA HILLS	CA	926
627-362-03	SPUR BRANCH LANE 26122	MOTAMED FAMILY TRUST	26122 SPUR BRANCH LANE	LAGUNA HILLS	CA	926
627-362-04	SPUR BRANCH LANE 26132	LAGUNA HOLDINGS LLC	P.O. BOX 36616	LOS ANGELES	CA	900
627-362-05	SPUR BRANCH LANE 26142	JOSEPH LEE	26 CREST TERRACE	IRVINE	CA	926
627-372-08	RICH SPRING CIRCLE 25901	JAMES CAHILL	25901 RICH SPRING CIRCLE	LAGUNA HILLS	CA	926
627-372-09	RICH SPRING CIRCLE 25902	DANIEL E MYERS TRUST	5406 AMALFI DRIVE	IRVINE	CA	926
627-372-12	HITCHING RAIL ROAD 26171	PLUIMER FAMILY TRUST	26171 HITCHING RAIL ROAD	LAGUNA HILLS	CA	926
627-372-13	HITCHING RAIL ROAD 26191	COLLINS FAMILY TRUST	26191 HITCHING RAIL ROAD	LAGUNA HILLS	CA	926
627-372-14	HITCHING RAIL ROAD 26201	MICHAEL W MAYFIELD	26201 HITCHING RAIL ROAD	LAGUNA HILLS	CA	926
627-372-15	HITCHING RAIL ROAD 26211	GIANNIS GAITANIS	26211 HITCHING RAIL ROAD	LAGUNA HILLS	CA	926
627-372-16	HITCHING RAIL ROAD 26221	IRA MARCUS	26221 HITCHING RAIL ROAD	LAGUNA HILLS	CA	926
627-381-02	HITCHING RAIL ROAD 26212	CHRISTOPHER VARGA	26212 HITCHING RAIL ROAD	LAGUNA HILLS	CA	926
627-381-07	SPUR BRANCH LANE 26152	JEANNE MCGOWEN-HOUGHTON	26152 SPUR BRANCH	LAGUNA HILLS	CA	926
627-401-01	GALLUP CIRCLE 25435	RONALD RICHARD SOTO	25435 GALLUP CIRCLE	LAGUNA HILLS	CA	926
627-401-02	GALLUP CIRCLE 25421	EVAN G GOST	25421 GALLUP CIRCLE	LAGUNA HILLS	CA	926
627-401-03	GALLUP CIRCLE 25411	MARTIN WILDGOOSE LIVING TRUST	P.O. BOX 600	TEMECULA	CA	926
627-401-04	GALLUP CIRCLE 25391	RANDALL LUNN	25391 GALLUP CIRCLE	LAGUNA HILLS	CA	926
627-401-05	GALLUP CIRCLE 25385	CLARENCE HAUSCHILD	25385 GALLUP CIRCLE	LAGUNA HILLS	CA	926
627-402-03	BOOTSTRAP PLACE 25472	DONALD MC MULLIN	25472 BOOTSTRAP PLACE	LAGUNA HILLS	CA	926
627-402-09	GALLUP CIRCLE 25422	NEIL A N BARKER	4 TERRA VISTA COURT	RANCHO MIRAGE	CA	922
627-402-13	BOOTSTRAP PLACE 25471	GERALD SAYER HAWKS FAMILY	25481 BOOTSTRAP PLACE	LAGUNA HILLS	CA	926
627-411-07	GALLUP CIRCLE 25294	K BUCKLEY	25294 GALLUP CIRCLE	LAGUNA HILLS	CA	926
627-412-07	GALLUP CIRCLE 25311	HAROUN YVONNE EL FORKH	25311 GALLUP CIRCLE	LAGUNA HILLS	CA	926
627-422-06	RED CORRAL ROAD 26116	VAN RHEBECK	26116 RED CORRAL ROAD	LAGUNA HILLS	CA	926
627-431-05	POKER FLATS PLACE 25961	RAMIN TAYANI	25961 POKER FLATS PLACE	LAGUNA HILLS	CA	926
627-431-15	RED CORRAL ROAD 26035	WILLIAM Y JUI	26035 RED CORRAL ROAD	LAGUNA HILLS	CA	92653

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APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
627-431-16	RED CORRAL ROAD 26041	ENZO SCOGNAMIGLIO	26041 RED CORRAL ROAD	LAGUNA HILLS	CA	926
627-431-17	RED CORRAL ROAD 26045	JUNG JA SUNG	26045 FLINTLOCK LN	LAGUNA HILLS	CA	926
627-431-21	RED CORRAL ROAD 26065	GARY MOREAU	26065 RED CORRAL ROAD	LAGUNA HILLS	CA	926
627-431-22	RED CORRAL ROAD 26071	VAN HOANG	26071 RED CORRAL ROAD	LAGUNA HILLS	CA	926
627-432-07	RED CORRAL ROAD 26012	LANIA A SLIHEET	26012 RED CORRAL ROAD	LAGUNA HILLS	CA	926
627-441-02	FLINTLOCK LANE 26022	DAVID YOMTOOB	26022 FLINTLOCK LANE	LAGUNA HILLS	CA	926
627-451-06	FLINTLOCK LANE 26062	WILLIAM FISCHER	26062 FLINTLOCK LANE	LAGUNA HILLS	CA	926
627-451-16	GLEN CANYON DRIVE 26091	GARY BELLEN	26091 GLEN CANYON DRIVE	LAGUNA HILLS	CA	926
627-452-02	GLEN CANYON DRIVE 25972	ALYANAKIAN FAMILY TRUST	25972 GLEN CANYON DRIVE	LAGUNA HILLS	CA	926
627-452-06	HIGHPLAINS TERRACE 25725	JOHN A TAYLOR	25725 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	926
627-461-01	HIGHPLAINS TERRACE 25751	EDWARD MESCHER	25751 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	926
627-461-02	HIGHPLAINS TERRACE 25761	HAMID HOJATI	25761 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	926
627-461-03	HIGHPLAINS TERRACE 25771	ALEXANDER BONAKDAR	25771 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	926
627-461-04	HIGHPLAINS TERRACE 25781	ANTHONY LEVATINO	25781 HIGHPLAINS TERRACE	LAGUNA HILLS	CA	926
627-461-12	OROVILLE PLACE 26126	BERNARD SJAUTA	26126 OROVILLE PLACE	LAGUNA HILLS	CA	926
627-461-13	OROVILLE PLACE 26132	HSD KENSINGTON APTS	23361 EL TORO RD, SUITE 202	LAKE FOREST	CA	926
627-461-14	OROVILLE PLACE 26152	JASON GLICKSMAN	26152 OROVILLE PLACE	LAGUNA HILLS	CA	926
627-461-16	OROVILLE PLACE 26182	ROBERT WILLIAM BRUCE	26182 OROVILLE PLACE	LAGUNA HILLS	CA	926
627-463-03	OROVILLE PLACE 26155	JAGTINDER DANG	17150 EUCLID STREET, STE. 101	FOUNTAIN VALLEY	CA	927
627-463-04	OROVILLE PLACE 26171	JOHN A BONUTTO	10828 E FALLING STAR DRIVE	SCOTTSDALE	AZ	852
627-463-05	MOUNT DIABLO ROAD 26172	MICHAEL S SUTTON	26172 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	926
627-463-06	MOUNT DIABLO ROAD 26152	JASON LEVIN	26152 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	926
627-471-05	MOUNT DIABLO ROAD 26251	WAYNE LEE	26251 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	926
627-472-06	MOUNT DIABLO ROAD 26212	ZOLFAGHARI REZAEI TRUST	26212 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	926
627-472-07	MOUNT DIABLO ROAD 26222	RANDY BEHRINGER	26222 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	926
627-472-09	MOUNT DIABLO ROAD 26246	GAGIK OGANESYAN	26246 MOUNT DIABLO ROAD	LAGUNA HILLS	CA	926
627-472-14	OROVILLE 26192	THEO HOLDINGS	8251 WESTMINSTER BLVD STE. 205	WESTMINSTER	CA	926
627-482-01	SADDLE ROCK PLACE 25512	DOUGLAS PICK	27068 LA PAZ RD	ALISO VIEJO	CA	926
627-482-02	SADDLE ROCK PLACE 25532	ROBERT HAUGAN	25532 SADDLE ROCK PLACE	LAGUNA HILLS	CA	926
627-482-03	SADDLE ROCK PLACE 25552	ROY FRATUS	25552 SADDLE ROCK PLACE	LAGUNA HILLS	CA	926
627-491-09	HOUSTON TRAIL 26442	CRAIG W NICKOLOFF	168 CRESCENT BAY DRIVE	LAGUNA BEACH	CA	926
627-491-11	HOUSTON TRAIL 26411	FREDERICK RUTH	26411 HOUSTON TRAIL	LAGUNA HILLS	CA	926
627-491-12	HOUSTON TRAIL 26401	STEVEN CERVANTES	26411 HOUSTON TRAIL	LAGUNA HILLS	CA	926
627-511-01	MUSTANG DRIVE 25092	DIANE FORTNEY TRUST	25092 MUSTANG TRAIL	LAGUNA HILLS	CA	926
627-511-05	MUSTANG DRIVE 25162	KAMRAN HERAVI	25162 MUSTANG DRIVE	LAGUNA HILLS	CA	926
627-511-08	MUSTANG DRIVE 25212	PATRICK G WINEGARD	25212 MUSTANG DRIVE	LAGUNA HILLS	CA	926
627-511-10	MUSTANG DRIVE 25252	ARTHUR ASTORINO	25252 MUSTANG DRIVE	LAGUNA HILLS	CA	926
627-511-11	MUSTANG DRIVE 25272	TIMOTHY EDRINGTON	25272 MUSTANG DRIVE	LAGUNA HILLS	CA	926
627-521-02	GALLUP CIRCLE 25282	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DRIVE	LAGUNA HILLS	CA	926
627-551-02	BRADFORD LANE 25651	ROBERT WHEELER	25651 BRADFORD LANE	LAGUNA HILLS	CA	926
627-551-03	BRADFORD LANE 25641	THOMAS LUDEMA	25641 BRADFORD LANE	LAGUNA HILLS	CA	926
627-561-05	STRATFORD PLACE 25601	MICHAEL MADLENER	25601 STRATFORD PLACE	LAGUNA HILLS	CA	926
627-561-06	STRATFORD PLACE 25602	MOHAMED ELATROZY	25602 STRATFORD PLACE	LAGUNA HILLS	CA	926
627-561-17	HARRINGTON COURT 25541	UPAINDER BAJAJ	25541 HARRINGTON COURT	LAGUNA HILLS	CA	926
627-561-18	HARRINGTON COURT 25542	EDWARD L WISEMAN	25542 HARRINGTON COURT	LAGUNA HILLS	CA	926
627-561-19	HARRINGTON COURT 25552	JOSEPH E WEISZ	25552 HARRINGTON COURT	LAGUNA HILLS	CA	926
627-571-01	NOTTINGHAM COURT 25425	ANTHONY GRILLI	25425 NOTTINGHAM COURT	LAGUNA HILLS	CA	926
627-571-02	NOTTINGHAM COURT 25441	DENNIS L MANDELL	25441 NOTTINGHAM COURT	LAGUNA HILLS	CA	926
627-571-03	NOTTINGHAM COURT 25461	RAYMOND A SIMONCELLI	25461 NOTTINGHAM COURT	LAGUNA HILLS	CA	926
627-571-04	NOTTINGHAM COURT 25481	DARYLL MILLIOT	25481 NOTTINGHAM COURT	LAGUNA HILLS	CA	926
627-571-05	NOTTINGHAM COURT 25505	RICHARD M KIRAL	25505 NOTTINGHAM COURT	LAGUNA HILLS	CA	926
627-571-06	NOTTINGHAM COURT 25515	KORNEGAY FAMILY TRUST	25515 NOTTINGHAM COURT	LAGUNA HILLS	CA	926
627-571-07	NOTTINGHAM COURT 25545	BRIAN FREDETTE	25545 NOTTINGHAM COURT	LAGUNA HILLS	CA	926
627-572-02	NOTTINGHAM COURT 25422	JOHN ARMSTRONG	25422 NOTTINGHAM COURT	LAGUNA HILLS	CA	926
627-572-03	NOTTINGHAM COURT 25432	SOHAIL NAKHAIE	25432 NOTTINGHAM COURT	LAGUNA HILLS	CA	926
627-572-04	NOTTINGHAM COURT 25442	JOHN J ABBATE	25442 NOTTINGHAM COURT	LAGUNA HILLS	CA	926
627-572-05	NOTTINGHAM COURT 25462	CHRISTINE WILLETT	25462 NOTTINGHAM COURT	LAGUNA HILLS	CA	926
627-572-06	NOTTINGHAM COURT 25472	JAMES HAWLEY	25472 NOTTINGHAM COURT	LAGUNA HILLS	CA	926
627-572-16	NOTTINGHAM COURT 25572	JONATHAN ECKHARDT	25572 NOTTINGHAM COURT	LAGUNA HILLS	CA	926
627-661-37	HILLSIDE OPEN SPACE	MOULTON RANCH III	2603 MAIN STREET STE. 500	IRVINE	CA	926
627-671-01	HILLSIDE OPEN SPACE	MOULTON RANCH III	2603 MAIN STREET STE. 500	IRVINE	CA	926
627-711-03	HILLSIDE OPEN SPACE	MOULTON RANCH III HOA	2603 MAIN STREET STE. 500	IRVINE	CA	926
634-131-10	HILLSIDE SLOPE NORTH SIDE	VILLA SOLANA APARTMENTS	26033 MOULTON PARKWAY	LAGUNA HILLS	CA	926
634-131-12	HILLSIDE SLOPE NORTHEAST SIDE	VILLA SOLANA APARTMENTS	26033 MOULTON PARKWAY	LAGUNA HILLS	CA	926
634-131-14	HILLSIDE SLOPE WEST SIDE	VILLA SOLANA APARTMENTS	26033 MOULTON PARKWAY	LAGUNA HILLS	CA	926
634-131-23	ALICIA CREEK	ALICIA CREEK TRUST	600 B ST. SUITE 700	SAN DIEGO	CA	926
636-061-14	BEHIND WESTRIDGE	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DR	LAGUNA HILLS	CA	926
636-091-02	DEPUTY CIRCLE 27602	DAVID HOLLANDER	336 SHERIDAN AVENUE	PIEDMONT	CA	946
636-091-03	DEPUTY CIRCLE 27592	HAMID AHWAZI	27592 DEPUTY CIRCLE	LAGUNA HILLS	CA	926
636-091-04	DEPUTY CIRCLE 27572	BRADLEY KAYS	27572 DEPUTY CIRCLE	LAGUNA HILLS	CA	926
636-091-05	DEPUTY CIRCLE 27566	MANDANA SHAHAB BEKAM	27566 DEPUTY CIRCLE	LAGUNA HILLS	CA	926
636-091-06	DEPUTY CIRCLE 27562	CHANGE HUNG LE	27562 DEPUTY CIRCLE	LAGUNA HILLS	CA	926
636-091-07	DILLON ROAD 25746	DOUGLAS E CASEY	25746 DILLON ROAD	LAGUNA HILLS	CA	926
636-091-08	DILLON ROAD 25752	FELIPE ANGEL F ANGEL SEP P	24881 ALICIA PKWY E337	LAGUNA HILLS	CA	926
636-091-09	DILLON ROAD 25762	MOKHTAR RAMADAN	25762 DILLON ROAD	LAGUNA HILLS	CA	926
636-091-10	DILLON ROAD 25772	KHALED OBEID	25772 DILLON ROAD	LAGUNA HILLS	CA	926
636-091-11	DILLON ROAD 25782	GREG BROWN	25782 DILLON ROAD	LAGUNA HILLS	CA	926
636-091-13	DILLON ROAD 25795	ROSALVA GARCIA	25795 DILLON ROAD	LAGUNA HILLS	CA	926
636-091-14	DILLON ROAD 25791	ROSALVA GARCIA	25791 DILLON ROAD	LAGUNA HILLS	CA	926
636-091-15	DILLON ROAD 25781	EDWARD CASTILLO	25781 DILLON ROAD	LAGUNA HILLS	CA	926
636-091-16	DILLON ROAD 25771	HAYDER KUBA	25771 DILLON ROAD	LAGUNA HILLS	CA	926
636-091-17	DILLON ROAD 25761	GARNREITER FAMILY TRUST	25761 DILLON ROAD	LAGUNA HILLS	CA	926
636-091-18	DILLON ROAD 25751	JOHN STAPLES	25751 DILLON ROAD	LAGUNA HILLS	CA	926
636-091-20	DEPUTY CIRCLE 27622	JASON TUNCHIEH HSU	27622 DEPUTY CIRCLE	LAGUNA HILLS	CA	926
636-111-01	BOOTHILL 27501	MICHAEL SMITH	27501 BOOTHILL COURT	LAGUNA HILLS	CA	926
636-111-03	BOOTHILL COURT 27521	EILEEN GARRIGAN	27521 BOOTHILL COURT	LAGUNA HILLS	CA	926
636-111-04	BOOTHILL COURT 27541	KYLE R TOLLY	27541 BOOTHILL COURT	LAGUNA HILLS	CA	926
636-123-02	PINTO COURT 25671	JOSEPH W FAVELA	25671 PINTO COURT	LAGUNA HILLS	CA	926
636-132-01	SUNDOWNER DRIVE 27192	MARK CHAU	27192 SUNDOWNER DRIVE	LAGUNA HILLS	CA	926
636-132-02	SUNDOWNER DRIVE 27212	TANNER-HARRISON-AYERS	27212 SUNDOWNER DRIVE	LAGUNA HILLS	CA	926
636-132-05	RAPID FALLS ROAD 25901	RUDEY LEKARCZYK	25901 RAPID FALLS ROAD	LAGUNA HILLS	CA	926
636-132-06	RAPID FALLS ROAD 25911	NEVILLE JECHARAJAH	25911 RAPID FALLS ROAD	LAGUNA HILLS	CA	926
636-132-08	RAPID FALLS ROAD 25941	WILLIAM RANDOLPH DODGE	25941 RAPID FALLS ROAD	LAGUNA HILLS	CA	92653

Attachment: Copy of 2018 Weed Abatement List (1523 : 2018 Weed Abatement Program)

2018 WEED ABATEMENT LIST

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APN	LOT ADDRESS	FULL NAME	MAILING ADDRESS	CITY	STATE	ZIP
636-141-04	RODEO CIRCLE 25496	ADAM KARR	25496 RODEO CIRCLE	LAGUNA HILLS	CA	926
636-141-05	RODEO CIRCLE 25502	MARVIN WINKLER	32932 PACIFIC COAST HWY 14-487	DANA POINT	CA	926
636-141-07	RODEO CIRCLE 25495	HENNINGS PROPERTIES LLC	28241 CROWN VALLEY PARKWAY F-622	LAGUNA NIGUEL	CA	926
636-141-20	LOST TRAIL 27565	PAULA LUIZ DE	27565 LOST TRAIL	LAGUNA HILLS	CA	926
636-151-04	LONE PINE CIRCLE 25532	MEHMET H OSGUR FAMILY TRUST	25532 LONE PINE CIRCLE	LAGUNA HILLS	CA	926
636-151-06	LONE PINE 25515	ROBERTY WAYNE BLACKBURN	25515 LONE PINE CIRCLE	LAGUNA HILLS	CA	926
636-151-08	LONE PINE CIRCLE 25501	HONGGIN TANG	25501 LONE PINE CIRCLE	LAGUNA HILLS	CA	926
636-171-04	STAGEWOOD COURT 27205	ROBERT KARR	27205 STAGEWOOD COURT	LAGUNA HILLS	CA	926
636-171-05	STAGEWOOD COURT 27206	GREGORY LOUCHART	27206 STAGEWOOD COURT	LAGUNA HILLS	CA	926
636-171-08	STAGELINE DRIVE 25241	ALI REZA TAVAKOLI	28322 EL SUR	LAGUNA NIGUEL	CA	926
636-171-09	STAGELINE DRIVE 25261	DAVID LOWRIE LOWRIE FAMILY TRUST	25261 STAGELINE DRIVE	LAGUNA HILLS	CA	926
636-171-10	STAGELINE DRIVE 25291	RICHARD CALANDRO	P.O. BOX 3045	LAGUNA HILLS	CA	926
636-171-11	STAGELINE DRIVE 25321	LAURENCE ROBERTS	25321 STAGELINE DRIVE	LAGUNA HILLS	CA	926
636-171-12	STAGELINE DRIVE 25341	GEORGE N HAYEK	25341 STAGELINE DRIVE	LAGUNA HILLS	CA	926
636-171-13	STAGELINE DRIVE 25355	JAMES STANFIELD	25355 STAGELINE DRIVE	LAGUNA HILLS	CA	926
636-171-14	STAGELINE DRIVE 25361	THOMAS JASON TAYLOR	25361 STAGELINE DRIVE	LAGUNA HILLS	CA	926
636-182-04	STAGELINE DRIVE 25151	DENNY W STEELE	25151 STAGELINE DRIVE	LAGUNA HILLS	CA	926
636-182-05	STAGELINE 25171	SAHIRAD MEHRAN	25171 STAGELINE DRIVE	LAGUNA HILLS	CA	926
636-183-05	STAGELINE DRIVE 25182	RANDALL S SUCAMELE	25182 STAGELINE DRIVE	LAGUNA HILLS	CA	926
636-211-05	DEPUTY CIRCLE 27702	SAMUEL LA ROSA	8271 W. ARGYLE STREET	NORRIDGE	IL	607
636-321-04	WESTRIDGE LANE 27172	MAYBELYN PETTYJOHN	27172 WESTRIDGE LANE	LAGUNA HILLS	CA	926
636-321-05	WESTRIDGE LANE 27182	JOSEPH BYBEL	27182 WESTRIDGE LANE	LAGUNA HILLS	CA	926
636-321-07	WESTRIDGE LANE 27212	ANTHONY RAVLICH	27212 WESTRIDGE LANE	LAGUNA HILLS	CA	926
636-321-08	WESTRIDGE LANE 27226	LEILANI TEJWANI	24461 MANDEVILLE DRIVE	LAGUNA HILLS	CA	926
636-321-09	WESTRIDGE LANE 27236	MIN-YING TSENG	27236 WESTRIDGE LANE	LAGUNA HILLS	CA	926
636-321-11	WESTRIDGE LANE 27266	ANDREW ALLEN	27266 WESTRIDGE LANE	LAGUNA HILLS	CA	926
636-321-12	WESTRIDGE LANE 27282	27282 WESTRIDGE LLC	P.O. BOX 1570	JULIAN	CA	926
636-321-13	WESTRIDGE LANE 27292	JERRY DENHAM	27292 WESTRIDGE LANE	LAGUNA HILLS	CA	926
636-321-15	SANDRIDGE CIRCLE 24961	GREGORY LARSEN	24961 SANDRIDGE CIRCLE	LAGUNA HILLS	CA	926
636-321-16	SANDRIDGE CIRCLE 24971	FONG FU CHANG	24971 SANDRIDGE CIRCLE	LAGUNA HILLS	CA	926
636-321-17	SANDRIDGE CIRCLE 24972	ELLEN STUEBER	27068 LA PAZ ROAD, SUITE 636	ALISO VIEJO	CA	926
636-331-02	LOST COLT DRIVE 27341	GLEN SHULMAN	27341 LOST COLT DRIVE	LAGUNA HILLS	CA	926
636-331-03	LOST COLT DRIVE 27371	ALAVY FAMILY LIVING TRUST	27371 LOST COLT DRIVE	LAGUNA HILLS	CA	926
636-332-09	MAVERICK CIRCLE 27472	STEVEN MC COMAS	27472 MAVERICK CIRCLE	LAGUNA HILLS	CA	926
636-341-08	DERBYHILL DRIVE 25322	ROSHAN MOMTAZ SHENASI	25322 DERBYHILL DRIVE	LAGUNA HILLS	CA	926
636-341-09	DERBYHILL DRIVE 25302	DAVID P REED FAMILY TRUST	25302 DERBYHILL DRIVE	LAGUNA HILLS	CA	926
636-341-10	DERBYHILL DRIVE 25282	RICHARD ROBERTS	25282 DERBY HILL DRIVE	LAGUNA HILLS	CA	926
636-341-11	DERBYHILL DRIVE 25272	CHARLES GRANVILLE	25272 DERBYHILL DRIVE	LAGUNA HILLS	CA	926
636-341-12	DERBYHILL DRIVE 25252	CHRISTOPHER LAWSON	25252 DERBYHILL DRIVE	LAGUNA HILLS	CA	926
636-341-13	DERBYHILL DRIVE 25242	HAYZER MICHAEL & NANCY TRUST	25242 DERBYHILL DRIVE	LAGUNA HILLS	CA	926
636-341-15	DERBYHILL DRIVE 25212	MASOUD KHALILI	25212 DERBYHILL DRIVE	LAGUNA HILLS	CA	926
636-341-16	DERBYHILL DRIVE 25201	WEN HUI LU	25201 DERBY HILL DRIVE	LAGUNA HILLS	CA	926
636-341-27	DERBYHILL DRIVE 25391	KENNETH M K GILLET	25391 DERBYHILL DRIVE	LAGUNA HILLS	CA	926
636-341-51	DERBYHILL DRIVE 25342	MICHAEL TIDUS	25342 DERBYHILL DRIVE	LAGUNA HILLS	CA	926
636-342-02	HIDDEN TRAIL ROAD 27462	DAVID HAMZEE	1540 S LYSON STREET	SANTA ANA	CA	927
636-342-03	HIDDEN TRAIL ROAD 27472	ALI MIRHOSSEINI	27472 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
636-342-04	HIDDEN TRAIL ROAD 27492	RASHTCHI PEYMAN	27492 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
636-342-05	HIDDEN TRAIL ROAD 27502	SALEEM S NABER	2809 ALTIVO PLACE	FULLERTON	CA	928
636-351-04	ROCKRIDGE ROAD 25142	VIEJO PETROLEUM	25146 ROCKRIDGE ROAD	LAGUNA HILLS	CA	926
636-351-09	ROCKRIDGE ROAD 25191	GEORGE Y L HUANG	18 SAIL VIS	NEWPORT BEACH	CA	926
636-351-10	ROCKRIDGE ROAD 25211	GEORGE Y L HUANG	25191 ROCKRIDGE ROAD	LAGUNA HILLS	CA	926
636-351-19	ABILENE COURT 25282	ARNOLD D. PURISCH	25282 ABILENE COURT	LAGUNA HILLS	CA	926
636-351-20	ABILENE COURT 25281	JEFFERY SPELLENS	25281 ABILENE COURT	LAGUNA HILLS	CA	926
636-351-21	ABILENE COURT 25291	ABILENE COURT RESIDENCE LLC	28241 CROWN VALLEY PARKWAY, STE. F-622	LAGUNA NIGUEL	CA	926
636-351-22	ABILENE COURT 25311	E SCOTT MEDLING	25311 ABILENE COURT	LAGUNA HILLS	CA	926
636-361-02	FARGO ROAD 27605	BRET JOHNSON	27605 FARGO ROAD	LAGUNA HILLS	CA	926
636-361-03	FARGO ROAD 27621	MEHDI KOHNECHI	27621 FARGO ROAD	LAGUNA HILLS	CA	926
636-361-05	FARGO ROAD 27662	GLENN REYNOLDS	27745 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
636-371-08	GOLD DUST LANE 27642	ROBERT DOERFLER	27642 GOLD DUST LANE	LAGUNA HILLS	CA	926
636-372-04	GOLD DUST LANE 27611	CARL SAMUEL	27611 GOLD DUST LANE	LAGUNA HILLS	CA	926
636-372-06	GOLD DUST LANE 27641	JAMES CORMIE	27641 GOLD DUST LANE	LAGUNA HILLS	CA	926
636-381-01	HIDDEN TRAIL ROAD 27662	SAMUEL L WONG	27662 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
636-381-02	HIDDEN TRAIL ROAD 27672	CARL BRADLEY CHIMES	27672 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
636-381-04	HIDDEN TRAIL ROAD 27712	MARK C & KM BURKHARDT TRUST	27712 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
636-381-05	HIDDEN TRAIL 27742	MAHI PASHA	27742 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
636-381-09	GOLD DUST LANE 27701	DOO GI CHO	P.O. BOX 4350	MISSION VIEJO	CA	926
636-381-11	GOLD DUST LANE 27671	HOUSHANG ESFAHANI	27671 GOLD DUST LANE	LAGUNA HILLS	CA	926
636-391-02	GOLD DUST LANE 27682	OLSON TERRY REVOCABLE TRUST	27682 GOLD DUST LANE	LAGUNA HILLS	CA	926
636-391-07	HIDDEN TRAIL ROAD 27792	ANNE SOLLNER	27792 HIDDEN TRAIL ROAD	LAGUNA HILLS	CA	926
636-391-11	GREENFIELD DRIVE 27692	TZE KIN IP	27692 GREENFIELD DRIVE	LAGUNA HILLS	CA	926
636-391-15	GREENFIELD DRIVE 27752	TINA ALDATZ	27752 GREENFIELD DRIVE	LAGUNA HILLS	CA	926
636-391-16	GREENFIELD DRIVE 27766	ANTHONY CAIRA FAMILY TRUST	27766 GREENFIELD DRIVE	LAGUNA HILLS	CA	926
636-391-17	GREENFIELD 27782	SABRINA FERNANDEZ	27782 GREENFIELD DRIVE	LAGUNA HILLS	CA	926
636-622-60	CORRIDOR	NELLIE GAIL RANCH OWNERS	25211 EMPTY SADDLE DR	LAGUNA HILLS	CA	926

Attachment: Copy of 2018 Weed Abatement List (1523 : 2018 Weed Abatement Program)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 10, 2018

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: 2017 General Plan Annual Report

RECOMMENDATION: That the City Council receive the report and direct staff to forward the 2017 General Plan Annual Report and Annual Element Progress Report-Housing Implementation to the State of California.

SUMMARY:

State law requires each city to submit an annual report to the state describing steps it took to implement its General Plan during the previous calendar year. The annual report provides the City Council with a snapshot of how the City implemented the General Plan and also assists the state in understanding how each jurisdiction is progressing toward meeting its regional housing needs.

Attached is the City's 2017 General Plan Annual Report (Annual Report), which provides the status of the City's General Plan implementation efforts and the purpose of each General Plan Element (i.e. Land Use, Mobility, Conservation and Open Space, Community Services and Facilities, Safety, Noise, and Housing).

The activities described in the Annual Report depict the major accomplishments during 2017, and do not reflect every aspect of an adopted goal or policy which may be more routine in nature. A summary of the activities described by the Annual Report is described by the following:

Land Use Element: The report describes the progress made on land use approval projects including Five Lagunas and Oakbrook Village.

Mobility Element: The report describes progress made on street maintenance and pavement rehabilitation.

Housing Element: The report provides information on the City's on-going efforts to participate in the Orange County Consolidated Plan Programs, the Orange County Continuum of Care local housing process, and progress towards implementation of the City's regional housing need. During the Housing Element cycle, which covers years 2013-2021, two hundred and ninety-eight (298) units have been built to date. Attached to the report is a worksheet identified as the "HCD Form" which lists each of the goals and policies identified by the Housing Element and the status of each. "HCD" is the acronym for the Department of Housing and Community Development which is the state agency that reviews Housing Elements from each city for compliance with state law.

Conservation and Open Space: The report provides a description of programs and events the City participated in or sponsored to promote the conservation of natural resources and promote sustainability of the environment.

Noise Element: The report describes the implementation of routine tasks the City undertook to ensure new or proposed uses would not be exposed to significant noise levels.

Safety Element: The report describes routine tasks the City undertook to maintain the community's safety in evaluating new development and identifies a number of programs and services implemented by the Orange County Sheriff's Department on behalf of the community that promote public safety. Response times and crime statistics were also provided.

Community Services and Facilities Element: The report highlights City-sponsored special events, funding the Florence Sylvester Senior Center, and community outreach tools.

BACKGROUND:

The City's General Plan was updated in 2009 and includes an Updated Housing Element, for the planning period covering 2013-2021.

2017 General Plan Annual Report

April 10, 2018

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Government Code Section 65400 requires that all cities and counties submit to their legislative bodies an annual report on the status of the General Plan and progress of its implementation. Senate Bill No. 375 requires that the annual report include a section describing the actions taken by the local government to complete the programs and meet the deadlines specified in the Housing Element. SB 375 builds on the existing framework of regional planning to tie together the regional allocation of housing needs and regional transportation planning in an effort to reduce greenhouse gas (GHG) emissions.

Previously, there were no consequences if a local government failed to prepare an Annual Report. However, with the enactment of SB 375, failure to comply with the reporting requirements can now lead to court injunctions and sanctions. The Annual Report must be forwarded to the HCD and the Governor's Office of Planning and Research within 60 days of April 1st of each year.

The State of California has created a standardized format that each city is expected to use in preparing an annual report on the status of the Housing Element and the City's progress in implementing its goals and programs. These forms are included in the City's General Plan Annual Report. Following the City Council's review and receipt of the 2017 General Plan Annual Report, staff will forward the Annual Report to the State of California as required.

CEQA FINDINGS:

A General Plan Annual Report is not considered a "project" subject to the California Environmental Quality Act (CEQA).

ATTACHMENTS:

- 2017 General Plan Annual Report
- HCD Form

CITY OF LAGUNA HILLS

General Plan Annual Report

Calendar Year 2017

Background

Government Code Section 65400(b) mandates that all cities and counties submit to their legislative bodies an annual report on the status of the General Plan and progress in its implementation; otherwise referred to as the “Annual Report.” The Annual Report is intended as a tool for informing local legislative bodies of the jurisdiction’s effectiveness in implementing its General Plan. A copy of the Annual Report must also be sent to the Governor’s Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

The purpose and intent of this statute is to ensure that the General Plan directs all land use decisions and remains an effective guide for the long-term physical development of a community. The Annual Report is a tool for doing this. The Annual Report provides a correlation between land use decisions that have been made during the 12-month reporting period and the goals, policies and implementation programs of the adopted General Plan.

Providing a copy of the Annual Report to OPR provides information that allows OPR to monitor local planning activities and to identify trends in land use planning and decision-making throughout the State of California. The information is necessary for OPR to serve in its capacity as the statewide planning agency. It can also provide the State with information to identify necessary modifications and improvements to its *General Plan Guidelines*, while serving to apprise state government of local planning activities and facilitating the legislative process as it pertains to land use and local planning issues.

Providing a copy of this report to HCD fulfills a statutory requirement to report certain housing information, including the local agency’s progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing (as defined in Government Code Sections 65584 and 65583(c)(3)).

The focus of the Annual Report should be on implementation of the General Plan’s goals, policies and implementation measures. It can provide information to identify necessary “course adjustments” or modifications to the General Plan and means to improve local implementation. Since there is no specific form provided by OPR, the Annual Report can vary in format and approach from jurisdiction to jurisdiction.

City of Laguna Hills General Plan Implementation

After an extensive two year process, the City adopted a Comprehensive Update to the General Plan in July 2009. This was the first comprehensive revision of the General Plan since the City's first general Plan was adopted in 1994. The General Plan is based on extensive research and analysis of existing conditions, changing local and regional conditions, evolving trends in urban planning and a collaborative partnership with community members through an extensive public participation process.

The Laguna Hills General Plan is organized into 10 sections. The sections include an introduction, seven General Plan elements, a general Plan Implementation Program, description of related plans and programs, and a glossary of terms used throughout the General Plan.

The seven General Plan elements encompass all of the elements required by California General Plan law. The Laguna Hills General Plan combines the mandatory Open Space and Conservation Elements required by State law, and includes a separate, optional element on Community Services and Facilities. The seven General Plan elements in the Laguna Hills General Plan include: Land Use, Mobility, Conservation and Open Space, Community Services and Facilities, Safety, Noise, and Housing.

The seven elements are generally organized in a similar format. Each element contains an Introduction, Background, and Plan section. The "Introduction" indicates the purpose of each element and how it will help Laguna Hills achieve its vision for the community as articulated through the eight Guiding Themes. The "Background" provides the reader with the existing conditions and/or the environmental setting particular to that element topic. The "Plan" section is composed of three sections: issues, goals and policies, and approach. The issues section describes issues and concerns expressed by the community, City staff, and the City Council. The goals and policies section sets both broad and specific direction for the future of the City based on the identified issues and concerns. The approach section provides a general description and summary of the City's course of action to achieve the goals and policies.

The Laguna Hills General Plan also contains the following appendices, which are integral parts of the General Plan: 1) Implementation Program - The Implementation Program follows the elements and identifies the specific actions that will achieve the goals, policies, and plans identified in each element; 2) Related Plans and Programs - This section identifies plans and programs related to the General Plan and applicable to future activities and land use decisions within Laguna Hills; 3) Glossary - This section provides definitions for technical terms used throughout the General Plan.

Land Use Element

The Land Use Element is the foundation of the General Plan and serves as a compass that guides citizens, planners, and decision makers on the desired pattern of growth, development, and change in Laguna Hills. This Element describes both existing and future land use activities and unifies the other elements of the General Plan by providing an overall policy context. The Land Use Element deals with the central issues of development and growth, and the quality of the community, and helps define the desired balance among the social, environmental, and economic costs and benefits associated with growth.

The Land Use Element identifies the distribution, location, and intensity of all land use types throughout the City. Text, maps, and diagrams establish the direction for land uses within the City and describe how these uses are integrated with other General Plan Elements and policies.

As a built-out community with no remaining residential or commercial vacant land, new development opportunities are focused on larger existing developed parcels that are considered underutilized and/or can be reasonably intensified by incorporating parking structures within parking lot areas. The Laguna Hills Mall and the Oakbrook Village Shopping Center are both examples of these new development opportunities and are zoned for a range of mixed land uses, including residential uses. The General Plan focuses on those sites within the community that have redevelopment potential.

The City's Land Use Element was adopted in July 2009 with the City's comprehensive update of the General Plan. In June 2014, the City Council amended the General Plan and Zone Code/Map to establish a "Hospitality Overlay Zone" (HOZ) in North Laguna Hills over +/- 19 acres south of Lake Forest Avenue and west of Avenida de la Carlota. The City Council amended the Land Use Element in January 2017 to amend the City's Hospitality Overlay Zone to increase the allowable building area for future hotel developments (from a maximum of 1.0 to a maximum of 1.1 floor area ratio).

The following Land Use goals and programs were implemented in 2017:

- Five Lagunas

After beginning various construction and development activities in 2017, Merlone-Geier Partners (MGP), the owner of the former Laguna Hills Mall, has announced that it is taking a strategic pause in the redevelopment of the former Laguna Hills Mall. This action by MGP was promoted by their recent buy out of the Macy's leasehold interest. The City approved a site plan in March 2016 that included over 880,000 square feet of commercial space including a 14-screen luxury theater, health club, restaurants, and retail shops. The approval also included 988 luxury residential apartment units. Since the 2016 approval, MGP has completed parking lot

renovations in front of Nordstrom Rack, relocated Ruby's into a new 6,000 square foot shop space, and completed another 6,000 square foot space for Subway. Significant portions of the in-ground utility infrastructure were also completed. With the recent acquisition of the Macy's lease, and the announcement by Macy's that it will be closing its Laguna Hills location in early 2018, Merlone-Geier is now considering changes to the sequencing of their approved development project. City staff expects to receive a new project plan in 2018.

- Oakbrook Village

The owner of Oakbrook Village received approval from the City Council at its November 13, 2012, City Council meeting to create a mixed-use development with new retail and residential units. This project intends to turn the aging shopping center into the City's first urban village by demolishing 148,530 square feet of the existing 200,000 square-foot center and replacing it with 489 homes in multistory residential buildings and up to 82,574 square feet of new retail space. The project is broken up in two phases. Phase One includes the demolition of 82,730 square feet of retail uses and development of 289 dwelling units and 23,974 square feet of new retail space. The new retail square footage includes 9,000 square feet of ground-level retail integrated into the residential building. Phase Two will include the demolition of 65,800 square feet of retail uses and development of up to 200 dwelling units and 58,600 square feet of new retail space.

Throughout the year, the City took an active role in monitoring ongoing implementation of the Oakbrook Village Development Agreement, including the review of an application for the demolition of the former Lone Star restaurant and construction of two new retail buildings totaling 20,560 square feet. At the April 11, 2017, City Council meeting, a periodic review of the development agreement was submitted to the City Council, which detailed satisfactory improvements to Phase 1 development activities to Oakbrook Village. In addition, the public art piece, approved by the City Council, was installed at the Plaza Green of the Reata Apartments in late spring and serves as a community gathering place.

- Planning Activity

The City's land use planning activities are divided into two processes of Currently Planning and Advanced Planning. While Current Planning involves providing routine assistance to the public through the public counter and processing requests for entitlements for the establishment of new uses and smaller construction projects, Advanced Planning places emphasis on evaluating and recommending changes in City zoning and land use policy, preparation of long range land use and housing policy

plans, as well as monitoring state and federal regulations which potentially impact the City's policies on land use. Planning staff also plays a significant role in supporting the City Manager's economic development initiatives such as the redevelopment of Five Lagunas and Oakbrook Village.

Current Planning

In 2017, considerable staff time was spent on projects that were approved or that are in process, including the following:

- Moulton Niguel Water District's plans for the expansion of its Gordon Road facility to build a new administrative office building and increase the use of its existing facilities.
- Supporting new construction at Five Lagunas.
- On-going implementation of the Oakbrook Village Development Agreement, including a new 22,000 square foot retail building to replace the former Loan Star restaurant.
- Completion of Farmer Boys construction.
- Completion of the entitlement process for the redevelopment of the Comfort Inn hotel site.

Advanced Planning

In the area of Advanced Planning, several ordinances and general plan amendments were completed, or substantially completed this year. Working in cooperation with the City Attorney, the ordinances and amendments included:

- Amendments to the City's regulations on marijuana to be in alignment with Proposition 64 such as including the adoption of regulations for personal cultivation
- Re-establishing the City's land use and permit authority over the establishment of massage businesses, and permit processing for massage establishments
- Amending the City's Hospitality Overlay Zone regulations to increase the allowable building area for future hotel developments
- An amendment to the City's General Plan and Urban Village Specific Plan addressing the configuration of Avenida de la Carlota in the Urban Village Specific Plan Area to add enhanced landscape requirements to the street design
- Substantial completion of an ordinance modifying the City's apiary zoning requirements
- Completing a property-owner initiated ordinance for indoor Towing Facilities in the Mixed Use Zone

Staff also participates in the regional planning efforts of the Southern California Association of Governments (SCAG) by providing data on local

housing development, and evaluating proposed land use and transportation policies affecting the City. Additionally, during 2017, staff attended many workshops to monitor issues including homelessness, sober living homes, small cell sites, housing, regional economic forecasts, and the Adult Use of Marijuana (Proposition 64).

- **Helping Local Business**

In an effort to promote a business friendly environment in Laguna Hills, the City has put an emphasis on providing resources and support for the local business community and to businesses looking to locate in the City. Consequently, the Community Development Department has met with several commercial property owners and has maintained a regular dialogue regarding issues that impact parking, leasing, uses, and signage. In addition, staff has assisted several owners in evaluating conceptual plans for remodeling activities. With the support of the Community Development Department, several businesses have been able to locate in the City including OC Yoga Studio, F45 Training, Wave Gymnastics, Park West Landscape, Lee's Taekwondo, Lifeline Fitness, Carwin Auto Group, Access Auto Sales, and Superbike Course. By providing assistance to businesses regarding best practices in obtaining zoning permits necessary to begin tenant renovations, among other things, staff has contributed to processes that support businesses.

- **Building and Safety Activity**

In 2017, the Building Division issued approximately 1,600 building permits, which is approximately 20 percent fewer permits than last year. General remodeling activity in residential and commercial properties continues to drive building activity in the City. The City continues to complete over 97 percent of its building plan checks within 10 days for first review, and 5 days for second review, which is the department's customer service goal. For building inspection, the City provided approximately 4,500 inspections. Staff estimates that it provided service to over 3,000 customers in 2017, and customer service responses received indicate a high satisfaction rate with the City's building services.

An ordinance establishing an expedited permit process for Electric Vehicle Charging Stations was also completed.

- **Introducing Electronic Plan Checks and Permitting Enhancements**

In 2017, the Building Division completed technology enhancements to improve the City's plan check process and will be working with information technology staff to upgrade the City's planning, building, and code enforcement permit and inspection software. A new electronic plans (e-

pan) submission and routing process, allowing applicants to submit plans and compete a plan check process electronically, was competed earlier in the year while the City's permit software upgrade will continue through mid-2018. The City will continue to process paper plans at the building permit counter to meet customer needs. Furthermore, the software upgrade will allow the City to expand the permit services offered online and reduce applicant wait times at the front counter, in addition to other workflow enhancements that improve staff efficiency and property data management.

Mobility Element

The Mobility Element describes existing and future transportation conditions and systems. The Element establishes goals and policies that will guide the City's mobility system, including streets, transit facilities and services, bicycle and pedestrian facilities, and the recreational trail system. The text, maps, and diagrams are a basis for the development of the City's approach to maintaining and improving the mobility network.

The City's Mobility Element was adopted in July 2009 with the Comprehensive General Plan Update. In May 2013, the City Council amended the Mobility Element to reflect minor changes made to the Orange County Master Plan of Arterial Highways. The City Council amended the Mobility Element in October 2017 to address the configuration of Avenida de la Carlota in the Urban Village Specific Plan Area (the Avenida De La Carlota right-of-way between El Toro Road and Los Alisos Boulevard) to add enhanced landscape requirements to the street design.

The following Mobility goals and programs were implemented in 2017:

- **Street Maintenance**

Routine street maintenance activities generated the installation and/or replacement of 324 signs, the replacement of 7,012 square feet of sidewalk panels, the repainting of all stripes and markings citywide, addressing over 1000 pavement deterioration locations, completing the preparation for winter rain events including staging sandbags, and cleaning of all 550 catch basins. Approximately 596 task orders were issued and completed last fiscal year including 21 emergency call outs to address traffic collision debris or storm event debris. The City has fully transitioned to an Asset Management System, known as Maintenance Connection, for the control and management of maintenance activities allowing for all electronic issuance of task orders and tracking of work completed.

- **Citywide Pavement Rehabilitation**

The construction contract for the Citywide Pavement Rehabilitation project, CIP No. 101-J, was awarded in September 2017 in the construction dollar amount of \$1,043,000. The project will begin construction in 2018 as some of the pavement work is temperature sensitive and best installed in the springtime. The work will rehabilitate many residential streets with rubberized slurry seals in Pavement Zones A & D and resurface several streets in Zone E (Creekview/Christina street area).

- The Road Repair And Accountability Act of 2017 (SB1)

The increase in Highway User Tax Account fuel charges authorized under SB1 took effect on November 1, 2017, which will allow the City to fully maintain its existing street system infrastructure. As required by the California Transportation Commission, the City has fully complied with this year's eligibility criteria by timely submittal of our adjustment to the Capital Improvement Project Budget to include the SB1 funds, providing a project identification and providing a street improvement listing. The City is already using these funds by the expansion of the originally anticipated project scope of CIP No. 101-J to include additional residential streets for maintenance as approved by the City Council. Due to SB1, in Fiscal Year 2017-2018, the City will be afforded additional street maintenance funding of \$173,000 and in Fiscal Year 2018-2019, the first full year of these funds, an estimated additional funding of \$520,000 will be available for street maintenance.

Housing Element

Every California city and county is required to include a housing element in its general plan which establishes housing goals, policies, and programs that respond to community housing conditions and needs. The purpose of the Laguna Hills Housing Element is to identify housing opportunities and solutions specific to the housing issues of the City.

The 2013-2021 Housing Element was adopted in October 2013. The City received State Certification for its 2013-2021 Housing Element in November 2013.

The following Housing goals and programs were implemented in 2017:

- Continuum of Care Funding and Consolidated Plan Participation

The City continues to participate in the Orange County Consolidated Plan Programs and in the Orange County Continuum of Care local housing process to facilitate obtaining funds for affordable housing and related social services for special needs populations.

- Section 8 Rental Assistance

The City continues to cooperate with Orange County Housing Authority (OCHA) and provide referral services and information to the City's residents.

- Annual Progress Reports

The City prepared a 2016 annual report on citywide housing programs as part of its annual General Plan review and distributed the annual report on Housing Implementation to the California Department of Housing and Community Development (HCD) in April 2017.

Note: In addition to the information provided above, the status of the housing element and progress in its implementation are described in an attachment to this Annual Report – Annual Element Progress Report - Housing Element Implementation.

Conservation and Open Space Element

The purpose of the Conservation and Open Space Element is to identify natural, cultural, and open space resources, ensuring a high-quality living environment for residents of Laguna Hills. This Element provides goals, policies, and programs related to open space and conservation as well as a wide range of other topics that together comprise the natural setting of Laguna Hills, including biological, scenic, cultural, and historical resources. The goals and policies contained in this element also address global climate change and sustainable practices related to water conservation, energy conservation, air quality, and water quality.

The City's Conservation Element and Open Space Element were adopted in July 2009 with the Comprehensive General Plan Update. The following Conservation and Open Space goals and programs were implemented in 2017:

- Water Quality
 - The City participated in the 21st Annual Inner Coastal Watershed Cleanup Day on September 16, 2017. This was the 14th year the City participated in this event where volunteers worked together and cleaned a portion of the Aliso Hills Channel and wetlands. Approximately 350 pounds of trash and debris was removed from the habitat area by 30 volunteers.
 - The City has continued its efforts on a multi-year project to install catch basin automatic retractable debris screens on all of the approximately 550 inlets in the City in order to reduce litter and other debris from

entering the storm drain system and downstream drainage courses. This summer, the City was notified of an award of new grant funds through Measure M-2 in the amount of \$120,000 for the City's Phase VI debris gate installation program. This program will add trash screens to approximately 76 additional locations bringing the City's total protected catch basins with debris screens to 319. Once the grant notice to proceed is issued, the project is expected to begin work in February 2018.

- Working with the County of Orange, Staff has timely submitted our annual NPDES reporting requirements to both the Santa Ana and San Diego Regional Water Quality Control Boards.
- Cabot Road Bioswale Improvements

The Cabot Road Bioswale project, CIP No. 410-A, converted a fallow drainage basin area along the easterly side of Cabot Road, immediately adjacent to the Southern California Railroad Authority (SCRRA) tracks for Metrolink, northerly of Paseo de Valencia, into a high quality wetlands/bioswale area to filter and clean storm water runoff. This \$377,000 construction project was completed in August 2017, and was partially funded by a Measure M-2 grant. The work included clearing and grubbing, grading, rip-rap, new concrete diversion structures, extension of a storm drain, fencing, irrigation and drought tolerant landscaping. A portion of the project is on the SCRRA property for which the City holds a long-term lease.

- Landfill Diversion

The 2016 Annual Disposal Report, which uses per capita disposal figures, was submitted to the State of California Department of Resource Recycling and Recovery (CalRecycle) on August 1, 2017. This detailed report summarizes, among other things, recycling programs and services provided by the City such as residential curbside, commercial and multi-family, outreach and educational effort, green-waste recycling, electronic waste recycling, Household Hazardous Waste curbside pickup service, and material recovery processing centers. For 2016, the City achieved a per capita disposal rate (pounds/person/day) of 3.7, which is well below the per capita disposal rate target of 5.8 pounds per day. Since the City's per capita disposal rate is below the target rate, it is in compliance with the State's recycling and diversion mandates.

- Volunteer Connection Day

The City held its annual Volunteer Connection Day activities at the Laguna Hills Community Center and Sports Complex on Saturday, April 15, 2017.

The Volunteer Connection Day is a time for volunteers to come together to beautify the City with community projects such as trail clean-ups and planting of trees. Thirty-four (34) volunteers participated in this year's event and collected trash and recyclables from City trails and planted 15 pine trees at Knotty Pine Park. Additionally, the City re-qualified for its designation as a Tree City USA by the National Arbor Day Foundation.

- **Garage Clean-Up and Paper Shredding Event**

The City partnered with CR7R to offer residents a "Garage Clean-Up" event on April 15, 2017. This event was held in the Laguna Hills High School parking lot. CR7R came equipped with 25 personnel, fifteen (15) 40 cubic yard roll-off boxes, two front-loader trucks, and smaller bins for CFL and battery recycling. Twelve (12) of the fifteen (15) roll-off boxes were filled to capacity. CR7R reports that 13.4 tons of material was collected which included mostly bulky items and e-waste items.

In regards to the paper shredding service, Paper Depot shredded 11,440 pounds (or 5.7 tons) of paper. For comparative purposes, the shredding event the City hosted in 2016 collected 6,140 pounds of paper material. In addition, approximately 400 pounds of boxes and miscellaneous material were collected for recycling.

Overall, when including the paper shredding material and boxes collected by the Paper Depot during the paper shredding event, Laguna Hills residents dropped off a total of 19.3 tons of material during the April 15 event. This would be the equivalent of filling approximately 97 three cubic yard clean-up bins to capacity (assuming an average of 400 lbs. per three cubic yard bin).

Noise Element

The purpose of the Noise Element is to identify and assess existing noise sources in the community, and to discuss the City's role in ensuring comfortable and safe noise levels in the future. As a part of the General Plan process, citizens and City officials identified goals for the future relating to balancing land uses in the City, in part to minimize incompatibilities and exposure to excessive noise while providing the range of uses needed to maintain a high quality of life. The goals, policies, and programs will assist in achieving noise compatibility between land uses.

The City's Noise Element was adopted in July 2009 with the Comprehensive General Plan Update. The City had not adopted any amendments to the previous element, which was adopted in 1994 with the original General Plan.

The following goals and programs were implemented in 2017:

- Noise Standards and Acoustical Studies

The City reviewed development proposals to ensure that the noise standards and compatibility criteria set forth in the Noise Element were met.

Safety Element

The Safety Element establishes policies and programs to protect the community from risks associated with seismic, geologic, flood, and wildfire hazards.

The City's Safety Element was adopted in July 2009 with the Comprehensive General Plan Update. The City had not adopted any amendments to the previous element, which was adopted in 1994 with the original General Plan.

The following safety goals and programs were implemented in 2017:

- Public Safety

There were 13,093 total calls for service in Laguna Hills in the first three quarters of 2017, which represents an increase of approximately 11% in reported incidents when compared to the same period in 2016. As of 2015, there has been a 25% increase in total call volume.

Part I and II crimes in Laguna Hills have changed moderately in the first three quarters of 2017. The total number of Part I crimes experienced an overall decrease of 7% when compared to the previous year. This decrease is largely attributed to the number of reported thefts. Part II crimes are generally considered proactive deputy initiated activities carried out while a deputy is on patrol and not responding to a call. Part II crimes, which include driving under the influence (DUI), narcotics, and vandalism incidents, have increased by 4% when compared to the same time period last year.

- Quick Response Times

Response times continue to remain near of within the expected parameters for all four levels of priority calls. The average response times for 2017 are 5:14 for Priority 1 calls, 8:27 for Priority 2 calls, 14:13 for Priority 3 calls, and 23:21 for Priority 4 calls. It remains the goal of Laguna Hills Police Services to respond to all Priority 1 calls within five minutes from the time of dispatch to arrival, twelve minutes for Priority 2 calls, and twenty minutes for Priority 3 calls. There is no standard response time goal for Priority 4 calls but rather deputies are dispatched as they become available.

- Community Involvement

The continuing commitment towards programs in the community have helped maintain strong relations with residents and Laguna Hills Police Services. The Neighborhood Watch Program continues to maintain steady participation with seven meetings conducted so far this year. For the third year, the Parent Project, a 10-week program aimed at educating adults in parental techniques for strong willed children, was organized in the City. Two deputies presented the program and utilized subject-matter experts for the course. Police Services continues to provide our residents with Child Car Seat Safety Inspections to help reduce the misuse rate of child car seats that are installed or used incorrectly. To date, the City's Crime Prevention Specialist has performed 14 safety inspections.

In 2017, Police Services also participated in various community events such as National Take Back Day, Memorial Day Half Marathon Race, 4th of July Expo, National Night Out, Valencia Elementary's Boo Bash Carnival, and Moulton Niguel Water District's Live Smart event. For the third year, Police Services partnered with the Special Olympics of Southern California for a "Tip a Cop" charitable event at a local restaurant.

Police Services has continued its Community Oriented Policing Plan, focusing on the community. Patrol deputies have concentrated on building and maintaining trusting relations within the community with emphasis placed on our residential and business areas, schools, and parks, in an attempt to reduce crime and keep the public and its deputies engaged in healthy relations.

- Code Enforcement Activities

In 2017, the City's Code Enforcement services continued to obtain voluntary compliance from residents and businesses through frequent engagement, maintaining a consistent presence in commercial areas prone to violations, and the implementation of code enforcement processes that resolve potential violations before the need for formal prosecution. Complaints concerning potential violations on residential properties generated over 400 calls for service, while complaints regarding commercial properties resulted in less than 150 calls for service. In a few instances, cases had to be referred to the City Attorney's office for additional assistance. By year end, there were 20 open cases that were being monitored for compliance.

- Police Services Contract

As a result of the Matrix Consulting Group's Police Services Study conducted in 2013, City leaders and staff were successful in identifying

and implementing several cost saving measures in FY 2015/16 and into FY 2016/17. Equitable cost sharing with regard to the patrol sergeant position has continued with the cities of Aliso Viejo and Laguna Woods, and patrol staffing adjustments have remained in place with a significant overall savings to the City.

In April, the City, along with the cities of Aliso Viejo and Laguna Woods, again retained the services of the Matrix Consulting Group to identify further cost saving measures in the Police Services contract. The results of this study are currently under review.

- Police Services Honorees

Deputies in Laguna Hills were recognized and honored on many occasions this past year. School Resource Officer, Deputy Anthony Sambrano was honored by the Saddleback Valley Unified School District Executive Board for his achievements in developing programs that have directly enhanced school safety. Deputy Anthony Garza was the recipient of a “Hero with a Heart” award. This honor was presented to Anthony by the Trauma Intervention Program during their annual award celebration and gala. Deputy Timothy Ott and Investigator Victor Contreras were awarded the Orange County Sheriff’s Department Medal of Lifesaving. Ott received the award for rendering aid and saving the life of a victim who was choking, and Contreras received the award for rendering aid and CPR to a victim who had attempted suicide.

- Law Enforcement Cost and Efficiency Study

Since its incorporation, the City has contracted with the Orange County Sheriff’s Department (OCSD) for law enforcement and traffic enforcement services. Although there have been no performance issues to date, the cost of the law enforcement services contract has continued to significantly strain the City’s financial resources. In Fiscal Year 2017/2018, the cost of the OCSD contract is just under \$8 million, representing approximately 39% of the City’s General Fund expenditures. Furthermore, the cost of the OCSD contract has continually outpaced inflation and is now 14% higher than it was a decade ago.

In August, the City entered into a Memorandum of Understanding with twelve cities in Orange County (Aliso Viejo, Dana Point, Laguna Niguel, Laguna Woods, Lake Forest, Mission Viejo, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Stanton, Villa Park, and Yorba Linda) that contract with OCSD to evaluate the current agreement model and explore efficiencies that will ensure long-term cost sustainability. To that end, the thirteen cities have hired an independent third party to review and analyze the existing contract service model, cost assumptions,

methodologies, and allocations of costs to provide recommendations for ensuring the long-term financial stabilization of the contract. The project is expected to be completed in the latter portion of 2018.

Community Services and Facilities Element

The purpose of the Community Services and Facilities Element is to assess the current status of community services as well as evaluate their long-term provision to ensure that adequate services and facilities are both planned and provided proportionate with the projected growth, as well as development and redevelopment, as it occurs within the City. The Community Services and Facilities Element also establishes the City's plan to provide and maintain infrastructure and public services for future growth, without diminishing services to existing development. Community services collectively refer to law enforcement, fire protection, water, sewer, solid waste, electricity and natural gas, communication, and animal care services. Community facilities collectively refer to schools, libraries, parks, and recreational facilities.

The City's Community Services and Facilities Element was adopted in July 2009 with the Comprehensive General Plan Update. The City had not adopted any amendments to the previous element, which was adopted in 1994 with the original General Plan.

The following goals and programs were implemented in 2017:

- Cabot Park Renovation

The renovation of Cabot Park, which began construction in late 2016 as CIP No. 241-A, was completed in mid-2017. This \$385,000 construction project included the replacement of approximately 14,000 board feet of equestrian trail fencing, the replacement of backstop padding at both baseball fields, the repair and repainting of handrails, trash can lids and the restroom building, the replacement of 3,200 square feet of sidewalk, the addition of ADA access ramps, the replacement of the playground rubberized surfacing and the addition of shade structures on the southerly edge of both baseball field bleacher areas.

- Special Events

The City hosted two signature events this past year. The 2017 Memorial Day Half Marathon, 5K, and 10K, honoring the USMC Dark Horse Battalion, was held on May 29, 2017, with 3,245 runners participating. The City collected a total of \$162,652 in revenues from this event. Direct expenses (not including staff costs) totaled \$171,116. Marines from the 1st Division attended the event, again providing static displays and interacting with the public. All races were started by event Grand Marshal Hospital Corpsman Stuart Fuke. Based on the City Council approved

pledge formula of \$3 per paid participant, \$8,838 was provided to the 3/5 Marine Support Committee by City Council Resolution on August 22, 2017. In addition, South County Outreach received 100 pounds of donated food items and \$500 from the sale of beer garden tickets.

The second signature event was the City's annual 4th of July celebration. It is estimated that more than 10,000 people attended the City of Laguna Hills 2017 Fourth of July event which featured rides, games, live music, and static displays manned by Marines from the 1st Division. Total expenditures for this event were \$55,648 (not including staff time). Net costs for the event totaled \$50,520, when factoring in \$4,228 in ride ticket sales revenue and \$900 in vendor booth rentals revenue.

- Senior Center Facility Grant

The City successfully competed for an award of 2017/2018 Community Development Block Grant (CDBG) funding for Public Facilities and Improvement monies to be used at the Florence Sylvester Senior Center. The City was awarded \$140,000 to install slip-resistant tile flooring throughout the Center and remodel the men's restrooms to comply with American with Disabilities Act (ADA) requirements. A portion of the restroom improvements includes enlarging the restroom stalls, installing high-base toilets, modifying countertops, replacing hardware tile, flashing, and plumbing, and installing hands-free components.

- Parks & Landscape

While the State drought declaration was lifted after the winter storms, the City has continued to closely monitor water consumption. And, the State issued prohibition of water turf median islands with potable water is still in effect. TO address one of these areas, Staff is working on a plan to landscape the Paseo de Valencia turf median islands with drought tolerant shrubs and minimal watering. Otherwise, landscape maintenance has continued at the high level required by our contracted services. The annual weed abatement program was completed in June 2017 to include all public properties and compliance by all private properties. During this past fiscal year, tree care activities included 1396 trees trimmed, 263 trees removed and 118 trees planted. This tree work included the removal of oversized and leaning trees near public streets to minimize risk of a tree failure onto the public way.

Some of the City's tree stock is being attacked by the latest pest to infest trees, in this case, the Polyphagous Shot Hole Borer (PSHB). This small wasp bores holes into the tree, lays its eggs and the larvae infect the tree with bacteria. Overtime, this infestation can kill off the tree. While many tree species are impacted by PSHB, the most notable tree in our area is

the Sycamore. In response to this infestation, the City inspected all of its trees and identified trees that were overwhelmed, those that were treatable and those that were not yet infected. The worst trees had to be removed to eliminate the infestation. We have treated, with both tree applied sprays and soil injections, the trees that are only partly infested and will monitor their condition. Unfortunately, in total, several hundred trees may have to be removed before this infestation is resolved.

- Recreation Programs

The City of Laguna Hills continued to host numerous programs provided by the Saddleback College Emeritus Institute. Over the course of the year, more than 2,500 individuals participated in a variety of classes held at the Community Center facility such as yoga, pilates, art appreciation, sketching, and Spanish. In regards to the City of Laguna Hills recreation programs, approximately 5,350 individuals signed up for one of the 430 recreation classes/activities/sports leagues offered by the City. This does not include participation numbers from the Emeritus program mentioned above or the City's two signature community events.

2017 was a successful year for the cultural arts theatre program. The City again partnered with On the Edge Theater Productions, who presented "Earbud Theater: The Escape!", and the annual "Shakespeare in the Hills" event which showcased the classic play "Romeo & Juliet" at the Laguna Hills Community Center and Sports Complex's gazebo. The plays were performed to a total audience of 379 patrons. Finally, during 2017 the City offered monthly Public Arts tours at both the Civic Center and the Community Center. A total of 60 participants enjoyed the presentations of our City's unique fossil and human histories.

- Recreation Facility Needs Assessment RFP

On August 22, 2017, the City Council authorized staff to initiate a procurement process for a qualified consulting firm to conduct a City-wide Recreation Facility Needs Assessment Project. Almost a decade has passed since the City formally assessed its recreation facility needs. Staff issued a Request for Proposal (RFP) document on August 25, 2017 and proposals were due November 22, 2017. An updated recreation facility needs assessment will provide important data and public input that will assist the City Council in prioritizing future spending on new and existing recreation facilities.

- Healthy Eating Active Living (HEAL) Cities Campaign

The City of Laguna Hills formally joined HEAL Cities Campaign by City Council adoption of a resolution on May 9, 2017. The HEAL Cities

Campaign is a partnership of the League of California Cities and Public Health Advocates. Staff from the HEAL Cities Campaign work with cities throughout California to adopt policies and programs that encourage and enable citizens of all ages to undertake exercise. The City declared in the adopted resolution that it will promote wellness within the City of Laguna Hills and set an example for other businesses by continuing to improve its employee wellness policy and by planning, constructing, and encouraging walking, biking and other forms of physical activity within the community. The City's General Plan already sets several policies in place that adhere to the fitness guidelines of the HEAL Cities Campaign.

- City Council Chamber Audio/Visual System Upgrade

A significant upgrade to the Council Chamber's audio/visual system was completed this year. The original system was installed when the Civic Center building first opened in 2004. Some of the components have been replaced throughout the years; however, the majority of the old system technology was antiquated. This project involved converting the old audio/visual analogue system technology to new digital technology, and the following components were added or upgraded to the system: additional camera for recording purposes, new dais and staff monitors, new microphones, new touch panels with programming to administer the system, a 65" LCD display for the lobby area, and an audience signal light system for public speaking time controls.

- Tyler Technologies Software System Upgrades

The City Council awarded a contract to Tyler Technologies on December 13, 2016, for the replacement of the City's finance software system and its permitting and land management software system. The finance department will be upgrading to the Incode Financial System and the Community Development Department will be upgrading to the Energov Enterprise system. In 2017, Tyler Technologies and City staff began major work efforts on the project, including: a detailed analysis and reconfiguration of current business processes; software workflow management and setup; configuration of software variables; data conversion processes; software testing; and user training. When completed, both software systems will provide the City with enhanced features that will streamline business processes and improve customer service and access to City data. The financial system transition to Incode will be completed in the first part of 2018, while the upgrade to the land management software system is estimated to be completed by June 2018.

- Civic Center Leasing and Management

During calendar year 2017, the City successfully negotiated one new lease and two lease renewals. Collectively, these three tenants occupy 3,726 square feet of the Civic Center. The Civic Center is now 88% occupied with two vacant suites. The City and its property management company, Essex Realty, continue to aggressively market vacant suites. Additionally, the Civic Center enterprise fund ended fiscal year 2016-2017 with a net operating income of \$186,575.

Conclusion

This Annual report documents the City's recent progress in updating and implementing the General Plan. The information contained herein will be forwarded to the Governor's Office of Planning and Research and the Department of Housing and Community Development to serve as the City of Laguna Hills' General Plan Annual Report for calendar year 2017.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction

City of Laguna Hills

Reporting Period

1/1/2017 - 12/31/2017

Table A

Annual Building Activity Report Summary - New Construction

Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information								Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low- Income	Low- Income	Moderate- Income	Above Moderate- Income			See Instructions	See Instructions	
N/A											
(9) Total of Moderate and Above Moderate from Table A3 • •											
(10) Total by income Table A/A3 • •											
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction

City of Laguna Hills

Reporting Period

1/1/2017 - 12/31/2017

Table A2

Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program it its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity					
(2) Preservation of Units At-Risk					
(3) Acquisition of Units					
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3

Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate				1		1	
No. of Units Permitted for Above Moderate	1					1	

* Note: This field is voluntary

Attachment: HCD Form (1522 : 2017 General Plan Annual Report)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Laguna Hills

Reporting Period 1/1/2017 - 12/31/2017

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.			2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	1											1
	Non-deed restricted												
Low	Deed Restricted	1											1
	Non-deed restricted												
Moderate	Deed Restricted												
	Non-deed restricted					291	1				292		
Above Moderate			4			1	1					6	
Total RHNA by COG. Enter allocation number:		2	4			292	2					298	2
Total Units • • •													
Remaining Need for RHNA Period • • • • •													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Laguna Hills

Reporting Period 1/1/2017 - 12/31/2017

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)		Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.	
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
Code Enforcement Program	Preserve community housing stock	Ongoing	Code Enforcement continues to assist in preserving the community's housing stock. The City enforces building code regulations and abates code violations, nuisances, and existing uses, activities, buildings, or structures that pose a threat to public health, safety and welfare. Enforcement activities focus on property maintenance, such as eliminating derelict or abandoned vehicles, outdoor storage, or other situations that may constitute health, safety, or fire hazards.
State Franchise Tax Board Code Enforcement	Promote maintenance of existing rental properties	Ongoing	Code Enforcement works with CA State Franchise Tax Board to enforce provisions of CA Revenue and Taxation Code Section 17274 and 24436.5, which prohibits owners of rental property from claiming certain tax benefits if they maintain substandard rental housing. At present, the City has no substandard housing and has not had to notify the Franchise Tax Board of substandard rental housing.
Housing Rehabilitation	Preserve affordable housing	Annually by Sept. of each year	To date, the City has been awarded Community Development Block Grant (CDBG) Funds totaling nearly \$2.5 million, which has resulted in the rehabilitation of more than 200 affordable housing units for very-low, low, and moderate income households in the City. The City was unable to apply for CDBG funds in 2017 due to limited staff resources required to process major development entitlements including Five Lagunas and Oakbrook Village.
At-Risk Units	Pursue extension of affordability controls	By January of each year	The City continues to pursue the extension of affordability controls for the Rancho Moulton housing development. The City prepares a Risk Management report provided by the California Housing Partnership Corporation (CHPC).
Foreclosure Referral Program	Address the increased incidence of residents facing foreclosure	Jan-14	The City provides foreclosure information and resources at the City to refer residents to external agencies to assist in reducing incidents of foreclosures in Laguna Hills.

Attachment: HCD Form (1522 : 2017 General Plan Annual Report)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Laguna Hills
Reporting Period 1/1/2017 - 12/31/2017

UVSP Area for Housing Opportunities	Provide housing opportunities	Ongoing	The City continues to inform existing property owners and prospective developers that housing opportunities are available in the Urban Village Specific Plan area. In November 2012, the City Council approved a development project (the Oakbrook Village Redevelopment Project) for a two-phased mixed-use project in the UVSP area that includes 289 multi-family units in Phase I and up to 200 multi-family units in Phase II. Construction of the first residential building containing 289 units was completed in November 2016, and the Certificate of Use and Occupancy was issued by the City in December 2016. Additionally, in March 2016, the City Council approved a redevelopment project (Five Lagoonas) that includes 988 multifamily residential units. Permits for the residential units have not been issued yet.
Alicia Gateway for Housing Opportunities	Provide housing opportunities	Ongoing	The City continues to inform prospective developers that housing opportunities are available in the Alicia Gateway area.
Zoning Ordinance Update	Remove constraints for the development of housing affordable to low and moderate income households with special needs	Oct-14	The City Council adopted an amendment to the City's Municipal Code to allow emergency shelters by-right in the mixed use zone and to allow supportive housing and transitional housing as residential uses in all residential zones in December 2012.
Second Units	Provide housing opportunities	Ongoing	The City continues to implement the Second Unit provisions of the Zoning Ordinance consistent with state law - the City permits second units by right in all residential zones of the City, requiring only ministerial approval.
CDBG Funding for Shelter for the Homeless	Apply for HUD CDBG funds and allocate a portion of such funds to the subrecipients who provide shelter for the homeless	Ongoing	The City participates in the County of Orange's Continuum of Care Program, which addresses homeless needs on a regional basis.
Continuum of Care Funding & Consolidated Plan Participation	Affordable housing and related social services for special needs	Annually by Sept. of each year	The City continues to participate in the Orange County Consolidated Plan Programs and in the Orange County Continuum of Care local housing planning process to facilitate obtaining funds for affordable housing and related social services for special needs populations. The Continuum of Care local housing and service delivery system focuses on homeless prevention, outreach, and assessment, emergency shelters, transitional housing, supportive services, and permanent supportive housing for homeless individuals and families.
Section 8 Rental Assistance	Cooperate with the Orange County Housing Authority (OCHA), who currently administers the Section 8 Rental Assistance program on behalf of the City.	Ongoing	The City continues to cooperate with OCHA and provide referral services and information to the City's residents.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction City of Laguna Hills
Reporting Period 1/1/2017 - 12/31/2017

Affordable Housing Developer Partnerships	Provide housing opportunities	Ongoing	The City continues to develop partnerships with mainstream and/or affordable special needs affordable housing developers that could result in set-asides in existing and planned low income housing projects
Fair Housing Program	Further fair housing practices	Ongoing	The City continues to advertise the Fair Housing Council's services. Periodically, the City requests, and receives, Fair Housing Educational Brochures for distribution to the public. The City regularly receives phone calls and emails requesting the Fair Housing Council contact information, which is provided.
Universal Design Features in Housing	Equal housing opportunities	Oct-14	The City is exploring programs, an ordinance, and incentives to encourage provision of universal design features in housing. The City's Building Code allows builders to develop units that support universal design.
Annual Progress Report	Plan for and monitor the long-term affordability of sound, quality housing	Annually	The City prepares an annual progress report each year and submits it to HCD. The City Council reviewed the 2016 General Plan Annual Report (including Housing Element) in April 2017 and forwarded it to the State in April 2017.
Housing Issues Monitoring	Plan for and monitor the long-term affordability of sound, quality housing	Ongoing	The City continues to monitor existing affordable housing developments in the City and monitors legislation, trends, and policy issues related to the development and maintenance of affordable housing in Laguna Hills.
Local Housing Efforts Coordination	Plan for and monitor the long-term affordability of sound, quality housing	Annually by Sept. of each year	The City coordinates local housing efforts with federal, state, regional, and local government agencies and cooperated in implementation of intergovernmental housing programs to ensure maximum effectiveness in solving local and regional housing problems

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction	City of Laguna Hills
Reporting Period	1/1/2017 - 12/31/2017



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 10, 2018

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Communications Site License Agreement Between the City of Laguna Hills, Southern California Edison Company, and Los Angeles SMSA Limited Partnership, Dba Verizon Wireless

RECOMMENDATION: That the City Council approve the Communications Site License Agreement between the City of Laguna Hills, Southern California Edison Company, and Los Angeles SMSA Limited Partnership, dba Verizon Wireless, and authorize the Mayor and City Manager to execute the Agreement.

SUMMARY:

At its February 28, 2017 meeting, the Planning Agency approved Conditional Use Permit (CUP) No. 7-14-2917, a request by Verizon Wireless to install a wireless communications facility (WCF) on an existing Southern California Edison Company (SCE) lattice tower located on City property near El Conejo Park. Consistent with City Council Policy No. 330, Condition 10 of the CUP requires Verizon Wireless to enter into a Communications Site License Agreement (CSLA) with the City and SCE. The CSLA (Attachment 1) describes the business terms under which Verizon Wireless can operate its WCF on City property and on the SCE easement, including the installation of certain utilities and the implementation of certain access improvements to the site. Furthermore, the CSLA also requires Verizon Wireless to pay an initial annual license fee of \$21,588.00, which will be increased by 3% on each anniversary of the CSLA commencement date.

The initial term of the CSLA is for a period of five (5) years with up to three (3) subsequent five-year automatic renewal terms. The license has a total value of

Approval of a CSLA for a New Cell Site Near El Conejo Park

April 10, 2018

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approximately \$580,000 over the potential 20-year term. Staff recommends that the City Council approve the CSLA and authorize the Mayor and City Manager to execute the CSLA.

BACKGROUND:

At the February 28, 2017, Planning Agency meeting, the Planning Agency approved CUP No. 7-14-2917, a request by Core Development Services to install a Verizon Wireless WCF on an existing SCE lattice tower located southwest of El Conejo Park on City-owned property. The approved design of the WCF includes nine (9) panel antennas, one (1) microwave panel, and related ground equipment that enhances the quality and range of the WCF's radio signal communication with mobile devices.

Among the numerous Conditions of Approval contained in the CUP, Condition 10 requires Verizon Wireless to negotiate and enter into a three-party CSLA approved by and between the City of Laguna Hills, SCE, and Verizon Wireless. This specific condition is consistent with City Council Policy No. 330, which establishes the procedure for processing requests to install telecommunication facilities on City-owned land, including the requirement of a financial/lease agreement compensating the City for the use of public property.

The CSLA establishes the business terms under which Verizon Wireless will be able to operate its WCF on the City's property and, in addition, addresses the use of SCE's easement. Specifically, the CSLA grants a license to SCE and Verizon Wireless that: (a) permits Verizon Wireless to install, operate, and maintain its equipment on the SCE easement and City property; (b) permits SCE to allow Verizon Wireless to install, operate, and maintain its equipment on SCE's lattice tower; (c) allows SCE and Verizon Wireless to access the SCE easement from a public right-of-way, excluding access through El Conejo Park; and (d) permits Verizon Wireless to install underground telephone/fiber utilities on the SCE easement and City property. In addition, the CSLA requires Verizon Wireless to prepare plans to implement the removal and replacement of a portion of the existing driveway access at La Paz Road, as well as install a vehicle access gate to meet certain requirements specified in the previously approved CUP.

The initial term of the CSLA is for a period of five (5) years with up to three (3) subsequent five-year automatic renewal terms. Furthermore, pursuant to the CSLA, Verizon Wireless will pay an initial annual license fee to the City in the amount of \$21,588.00, which will increase by 3% on each anniversary of the CSLA commencement date. Upon termination or expiration of the CSLA, Verizon Wireless will remove all WCF

Approval of a CSLA for a New Cell Site Near El Conejo Park

April 10, 2018

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equipment and leave the site in a reasonably neat and safe condition. Staff recommends that the City Council approve the CSLA and authorize the Mayor and City Manager to execute the CSLA.

Staff notes that no one appeared at the Planning Agency's 2017 Public Hearing to oppose the WCF, although one resident submitted an email opposing the proposal citing concerns on exposure to radio waves (a.k.a. electromagnetic energy).

CEQA FINDINGS:

On February 28, 2017, the Planning Agency determined that the construction and operation of the WCF was categorically exempt from CEQA pursuant to Section 15303 and 15311 of Title 14, Chapter 3 of the California Code of Regulations (Class 3, New Construction or Conversion of Small Structures and Class 11, Accessory Structure) exemptions. These exemptions are applicable to the construction of new, small structures and equipment accessory to an existing commercial use. A Notice of Exemption was filed and posted on March 20, 2017. The proposed CSLA is a later governmental approval implementing the previous approval of the project in March of 2017. No further CEQA review is required. (CEQA Guidelines § 15378(d).)

FISCAL IMPACT:

Verizon Wireless will pay an initial license fee to the City in the amount of \$21,588.00. Subsequently, on each anniversary of the CSLA commencement date, the annual license fee will increase by 3%. The license has a total value of approximately \$580,000 over the potential 20-year term.

ATTACHMENTS:

- Attachment 1 - Proposed Agreement

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a horse and rider in a field, with a fence and trees in the background. The text "CITY OF LAGUNA HILLS" is written in a circular path around the top, and "1991" is at the bottom.

Attachment #1 Proposed Agreement

COMMUNICATIONS SITE LICENSE AGREEMENT

Verizon Wireless — Luna Bonita

THIS COMMUNICATIONS SITE LICENSE AGREEMENT (“*Agreement*”) is made and entered into as of this _____ day of _____, 2018 (the “*Execution Date*”), by and among the City of Laguna Hills, a municipal corporation (“*Licensor*”), Southern California Edison Company, a California corporation (“*SCE*”), and Los Angeles SMSA Limited Partnership, dba Verizon Wireless (“*Carrier*”). Licensor, SCE and Carrier are sometimes hereinafter collectively referred to as the “*Parties*”, and individually referred to as a “*Party*”, with reference to the facts set forth below:

RECITALS

A. Licensor is the owner of that certain real property located in the City of Laguna Hills, County of Orange, State of California (identified as Assessor’s Parcel Numbers 625-121-16, 625-065-19, 625-081-02, 625-071-25, and 625-091-09 as more particularly described in Exhibit “A” attached hereto (collectively, the “*Property*”).

B. SCE is the owner of an easement and right of way for electrical transmission and communication purposes, which encumbers all, or a part of the Property pursuant to that certain “*Agreement*” dated November 1, 1966 by and between SCE as the “*Grantee*” therein, and First Western Bank and Trust Company as “*Grantor*” therein, and recorded on November 1, 1966 as Instrument No. 266718 of the Official Records in the Office of the County Recorder of Orange County, State of California, a copy of which is attached hereto as Exhibit “B” (“*Easement*”). Nothing in this Agreement shall limit, modify, or degrade SCE’s rights under the Easement.

C. SCE has constructed, among other facilities, electric transmission towers and/or poles within the Easement (the “*Electric Facilities*”).

D. Carrier is a provider of communication services, which services require the transmission and reception of wireless communication signals on various frequencies.

E. In furtherance of the provision of communication services, Carrier desires to install its communication equipment (“*Carrier’s Equipment*”), on the Electric Facilities, as well as on, in, over, under, and through the surface of the Easement, and the Property as generally described and depicted in Exhibit “C” attached hereto. In return for Licensor’s permission to install wireless communications equipment on its real property, Carrier shall pay Licensor an annual rental fee, in accordance with Section 5 below.

F. SCE and Carrier have entered into that certain *Master Agreement* dated May 18, 1999, as amended, and that certain Standard Agreement No. 178 (the “*Standard Agreement*”) (the Master Agreement and the Standard Agreement are sometimes

hereinafter collectively referred to as the “**Master Agreement**”), the terms of which govern Carrier’s installation of Carrier’s Equipment on the Electric Facilities and on the surface of the Easement. Except as otherwise provided in Section 10.b below of this Agreement, in the event of any conflict between the terms or conditions of the Master Agreement and this Agreement, the Master Agreement shall govern only as to the rights and obligations of SCE and Carrier and, shall not affect the rights and obligations of Licensors under this Agreement.

G. Licensors are willing (i) to permit Carrier to install, operate and maintain Carrier’s Equipment on, in, over, under, and through the surface of the Easement and Property, (ii) to permit SCE to allow Carrier to install, operate and maintain Carrier’s Equipment on the Electric Facilities, (iii) to grant Carrier and SCE the right to access the Easement from a public right-of-way, and (iv) to permit Carrier to install utilities, including within existing underground telephone/fiber and electrical lines on the Property, in accordance with Section 1 below, which are necessary for the operation of Carrier’s Equipment, all in accordance with the terms and provisions set forth in this Agreement.

NOW THEREFORE, in consideration of the above-referenced facts, the covenants of the Parties contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. License. Licensors hereby issues a license to SCE and Carrier for the purposes enumerated in recital (“**Recital**”) G above, the location of which is depicted on Exhibit “C” attached hereto (the “**Site**”), together with the right to access the Easement from a public right-of-way and to install utilities, necessary to operate Carrier’s Equipment, which utilities shall include: (1) an underground telephone/fiber line extending from the Aliso Hills Drive public-right-of-way across the Property; and (2) an underground electrical line extending from the La Paz Road public-right-of-way across the Property and joining the underground telephone/fiber line as depicted on sheet T-3 of Exhibit “C” (collectively, “**Utility Lines**”).

2. Use. The Site may be used by Carrier for any lawfully permitted and licensed activity in connection with the provision of communication services, including the transmission and reception of communication signals on various frequencies and the construction, maintenance, repair and operation of related communication facilities. Licensors agree to cooperate with Carrier, at Carrier’s sole expense, in making application for, obtaining and maintaining any and all “**Development Approvals**” (as such term is defined in Section 3 below), required by or from any “**Government Agency**” (as such term is defined in Section 3 below), in connection with Carrier’s intended use of the Site.

3. Conditions Precedent; Subsequent. The effectiveness of this Agreement and each Party’s rights and obligations hereunder are subject to and expressly conditioned upon satisfaction of all of the following:

a. Carrier having and maintaining throughout the "Term" and each "Renewal Term" (as such terms are defined in Section 4 below): (i) a license, from the Federal Communications Commission ("*FCC*"); and (ii) any and all necessary certificates, permits, approvals, licenses, reviews or inspections (collectively, the "*Development Approvals*"), required by or from any local, state or federal agency, municipality, department, commission, bureau or instrumentality of any of the foregoing having jurisdiction over the Property (each, a "*Government Agency*"), in connection with the construction and operation of Carrier's Equipment on the Site (Licensor shall cooperate with Carrier as is reasonably necessary to assist Carrier in obtaining and maintaining such Development Approvals); and

b. Carrier and SCE having entered into the Standard Agreement.

4. Term. The initial term of this Agreement (the "*Term*"), shall be five (5) years commencing on the earlier of the following two dates to occur (the "*Commencement Date*"): (i) the first day of the month following written notice to Licensor by Carrier of Carrier's intent to commence construction of Carrier's Equipment on the Site, or (ii) first day of the thirteenth (13th) month after the Execution Date. Subject to Section 3 above and Section 10 below: (a) SCE and Carrier shall have the right to extend the Term of this Agreement for three (3) additional five (5) year terms (each, a "*Renewal Term*"), on the same terms and conditions set forth herein; and (b) this Agreement shall automatically be extended for each successive Renewal Term unless Carrier or SCE notifies Licensor of such Party's intention not to extend this Agreement at least sixty (60) days prior to the expiration of the Term or the then current Renewal Term pursuant to Section 10a(iii) below. This Agreement shall not be revocable and may not be terminated except as otherwise expressly provided herein.

5. License Fee.

a. Payment. Licensor and Carrier agree that, no later than thirty (30) days after the Commencement Date, and on or before every anniversary of the Commencement Date during the Term and each Renewal Term (each, a "*Payment Date*"), Carrier shall pay annually to Licensor an annual license fee in the amount of Twenty One Thousand Five Hundred Eighty-Eight and 00/100 Dollars (\$21,588.00) (the "*License Fee*"), adjusted in accordance with Section 5.b below.

b. License Fee Adjustment. Licensor and Carrier agree that the License Fee shall be increased annually on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the License Fee payable during the immediately preceding year.

6. Improvements.

a. During the Term and all Renewal Terms, Carrier and SCE shall have the right, at no cost to Licensor, to construct, maintain, repair and operate Carrier's

Equipment and other necessary related facilities, including without limitation, an equipment shelter, cabinets, equipment racks, cables, conduits, generators, radios, antennas, antenna support structures (collectively, the "*Communication Facilities*"), on the Site and on the Electric Facilities, as generally shown on Exhibit "C" attached hereto.

b. In connection therewith, SCE and/or Carrier (as applicable), shall have the right to do all work necessary to prepare, add to, maintain and alter the Site and the Electric Facilities for the Communication Facilities, including the installation of utility lines and transmission lines on the Property and connecting antennas to transmitters and receivers. All construction and installation work shall be performed at no cost to Licensor, by licensed and bondable contractors, in a good and workmanlike condition and shall not materially interfere with Licensor's then existing facilities and operations on the Property. Title to the Communication Facilities shall be held by Carrier.

c. Within ninety (90) days following the cancellation, expiration or earlier termination of this Agreement, Carrier shall remove, or shall cause the removal (at no cost to Licensor), all of Carrier's Equipment placed on the Site and on the Electric Facilities and shall demolish and remove all foundations to three (3) feet below grade level, fill all excavations, return the surface to grade and leave the Site in a reasonably neat and safe condition, free from any debris or hazards (reasonable wear and tear and damages due to causes beyond the control or without the fault or neglect of SCE and/or Carrier excepted).

d. Carrier shall have the right to install the Utility Lines and to improve any existing utilities on or near the Site (if any existing utilities interfere with Carrier's installation and use of Carrier's Equipment at the Site), at Carrier's sole cost and expense, subject to Licensor's consent, which consent shall not be unreasonably withheld. Any encroachment necessary for such utility service will be at a location reasonably acceptable to Licensor and the servicing utility. The Utility Lines shall be installed at the locations depicted on Exhibit "C".

e. Promptly following the installation of the Utility Lines, and throughout the Term and any Renewal Term, Carrier (at Carrier's sole cost and expense) shall restore and replace, to the reasonable satisfaction of Licensor, any landscaping, irrigation lines, or appurtenant equipment destroyed, displaced, and otherwise adversely impacted by such installation and use of the Utility Lines, except to the extent any such equipment destroyed, displaced, and otherwise adversely impacted is due to Licensor's negligence or willful misconduct. Carrier shall fully and timely pay for all utilities furnished to the Site for its use throughout the Term and any Renewal Term, and all other costs and expenses incurred as a result of Carrier's use, operation, repair and maintenance of the Site pursuant to this Agreement.

7. Access.

a. Carrier and Carrier's employees, representatives, affiliates, agents, consultants, contractors and subcontractors (collectively, "*Carrier's Related Parties*"), shall have the right, but not the obligation, to enter the Site prior to the Commencement Date, for the purpose of making engineering surveys, inspections and tests, to determine the suitability of the Site for Carrier's Equipment. During any such pre-construction evaluation and any subsequent entry onto the Property during the Term and any Renewal Term of this Agreement, Carrier and Carrier's Related Parties shall: (i) have insurance, as set forth in Section 13 below; (ii) notify Licensor of any proposed construction work; and (iii) coordinate the scheduling of same with Licensor and SCE. If Carrier determines that the Site is unsuitable for Carrier's contemplated use, then Carrier shall notify Licensor and SCE and this Agreement shall terminate in accordance with Section 10a(ii) below. Licensor does not warrant or guarantee the suitability of the Site for Carrier's intended use.

b. Licensor shall provide SCE, Carrier and Carrier's Related Parties with access to the Site twenty-four (24) hours a day, seven (7) days a week, at no additional charge. Licensor hereby represents and warrants it has full rights of ingress and egress to the Property for the purpose of installing Carrier's Equipment at the Site, from a public right of way, and hereby grants such rights to SCE, Carrier and Carrier's Related Parties, to the extent required to construct, maintain, install, repair and operate the Communication Facilities, in accordance with this Agreement.

c. At no time during the Term or any Renewal Term shall Carrier or Carrier's Related Parties access the Site through El Conejo Park, located east of the Site, off of Paseo de Valencia near La Paz Road.

8. Interference.

a. Carrier shall operate Carrier's Equipment in a manner that will not cause unreasonable signal interference to communication equipment operated by Licensor and other previously authorized users of the Site, as such equipment is configured at the time Carrier's Equipment is installed. In the event such signal interference should occur, all costs to remedy such interference shall be borne by Carrier. Any communication system operations, operating in the same manner as of the time of installation of Carrier's Equipment and in compliance with applicable laws, shall not be deemed to be an interference to Carrier. All operations by Carrier shall be in compliance with all applicable federal, state and local non-interference regulations including, but not limited to, those of the FCC.

b. Within forty-five (45) days after receipt of written request from Licensor, Carrier shall provide initial proof of compliance with original transmission tolerance and interference analysis by a certification through an independent source.

c. Subsequent to the installation of Carrier's Equipment, Licensor shall not permit the use of the Site in a manner that interferes with the communications operations of Carrier as described in Section 2 above.

d. The Parties hereby acknowledge and agree that any continuing interference to Carrier's communication system operations will cause injury to Carrier and SCE, and therefore, Carrier and SCE shall each have the right (in addition to any other remedy available at law and/or in equity), to bring action to enjoin such interference and/or terminate the Agreement pursuant to Section 10.a(i) below.

9. Taxes. This Agreement may create a taxable property interest in the Site. Licensor shall not be responsible for any personal property taxes, possessory interest taxes and assessments attributable to Carrier's Equipment, levied by any Government Agency, as a result of this Agreement.

10. Termination.

a. This Agreement may be terminated as follows:

- (i) By any Party upon a default of any covenant, condition or term herein by any other Party, which default is not cured within thirty (30) days of receipt of written notice of default. No default will be deemed to exist if the Party claimed to be in default has commenced to cure such default within such period and provided that such efforts are brought to completion with reasonable diligence;
- (ii) By SCE or Carrier prior to the Commencement Date, for any reason or for no reason, provided the terminating Party delivers written notice of early termination to Licensor no later than thirty (30) days prior to the Commencement Date and forfeits and/or pays to Licensor Five Thousand Dollars (\$5000.00) for reimbursement of costs of document preparation and administrative time associated with this Agreement;
- (iii) By SCE or Carrier after the Commencement Date, for any reason or for no reason, provided the terminating Party delivers written notice of early termination to Licensor no later than sixty (60) days prior to such termination;
- (iv) By Licensor, upon thirty (30) days written notice to Carrier, should the signal from Carrier's Equipment materially interfere, as objectively determined by a qualified independent engineer, with Licensor's normal and customary operation and maintenance of its facilities in place and operating as of the Commencement Date, provided, however, Licensor has first given Carrier written notice of such interference and Carrier is unable to correct or

cease such interference within thirty (30) days after receipt of written notice of such interference; or

- (v) By Licensor if any of the terms and conditions of Conditional Use Permit No. 7-14-2917 ("**CUP**") are violated by the Carrier and Carrier fails to remedy such violations within the time periods granted under the CUP or applicable law, and to the reasonable satisfaction of Licensor, or if the CUP is revoked or abandoned.

b. Notwithstanding anything to the contrary in the Master Agreement or Standard Agreement, Carrier and SCE agree that the Standard Agreement shall automatically terminate upon termination of this Agreement. Without limiting SCE's rights and remedies under this Agreement or the Master Agreement, so long as the Standard Agreement is in effect, SCE shall exercise its right to renew the Term of this Agreement for each Renewal Term, and shall not terminate this Agreement, subject to Section 3 above.

11. Destruction or Condemnation.

a. If the Site or the Communication Facilities are damaged, destroyed or condemned, Carrier and SCE may elect to terminate this Agreement as of the date of the damage, destruction or condemnation by giving notice to Licensor no more than forty-five (45) days following the date of such damage, destruction or condemnation, and all rights and obligations of the Parties that do not survive a termination of this Agreement shall be deemed to cease as of the date of the damage, destruction or condemnation. If Carrier and SCE choose not to terminate this Agreement, the License Fee shall be reduced or abated in proportion to the actual reduction or abatement in Carrier's use of the Site.

b. In any condemnation proceeding, each Party shall be entitled to make a claim against the condemning authority for just compensation.

12. Assignment and Subletting.

a. Licensor may assign, sublet or otherwise transfer all or a part of its rights and/or obligations under this Agreement upon written notice to SCE and Carrier, provided, however, Licensor notifies SCE and Carrier (in a writing delivered to SCE and Carrier), that Licensor intends to assign its rights and/or obligations under this Agreement. In the event of an assignment or transfer of all or a portion of this Agreement pursuant to this Section 12.a, Licensor and Licensor's successors and assigns, shall be bound by all of the terms, conditions and obligations contained in this Agreement, and all the parties thereto shall be jointly and severally liable thereunder. Notwithstanding and without limiting the foregoing, in the event such assignee or transferee expressly agrees (in writing), to assume and perform all of the terms, conditions and obligations of this

Agreement on Licensor's part to be performed, Licensor shall be thereafter discharged from all of the obligations of Licensor hereunder.

b. SCE and Carrier may assign, sublet or otherwise transfer all or any part of their interest in this Agreement, the Site or the Communication Facilities to any of their respective members, partners, parent firms, subsidiaries, or affiliates or to any entity which acquires all or substantially all of Carrier's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization, subject to any such assignee or transferee agreeing in writing to assume and perform all of the terms, conditions and obligations of this Agreement on SCE's or Carrier's part to be performed, as applicable. No change of stock ownership, partnership interest or control of Carrier or transfer upon partnership or corporate dissolution of Carrier shall constitute an assignment hereunder. Any other assignment shall require Licensor's prior written approval, which approval shall not be unreasonably withheld or delayed. Upon assignment by SCE and/or Carrier (as applicable), in accordance with this Section 12, such assignor shall thereafter be relieved of all liabilities and obligations hereunder.

13. Insurance. Prior to entry onto the Property pursuant to Section 7.a, above, by Carrier, Carrier shall deliver to Licensor a certificate or certificates showing that Carrier has in force all of the following insurance coverage policies:

a. Workers' Compensation Insurance with statutory limits, in accordance with the laws of the State of California, and Employer's Liability Insurance with limits of One Million Dollars (\$1,000,000.00) each accident/disease/policy limit;

b. Commercial General Liability Coverage in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage and Four Million Dollars (\$4,000,000.00) general aggregate including product/completed operations. Such insurance shall (i) include Licensor, its officers and employees as an additional insured as their interest may appear under this Agreement; (ii) be primary and non-contributory with any insurance or program of self-insurance that may be maintained by Licensor; and (iii) contain standard cross-liability provisions; and

c. Commercial Automobile Insurance Coverage with a combined single limit of One Million Dollars (\$1,000,000.00) each accident for bodily injury and property damage covering all owned, non-owned, and hired automobiles. Such insurance shall include Licensor, its officers, and employees as an additional insured as their interest may appear under this Agreement.

14. Indemnification.

a. Carrier shall indemnify, defend and hold harmless (with counsel reasonably acceptable to Licensor), Licensor, its elected and appointed officers and officials, employees, representatives, agents, contractors, successors and assigns (collectively, "*Licensor's Related Parties*"), from any and all costs, liabilities, claims,

demands, losses, liens, expenses, environmental mitigation costs, penalties, fines or liabilities of any kind or nature (including actual and reasonable attorneys' fees) which Licensor or Licensor's Related Parties may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property (including injury or damage to Licensor's or Licensor's Related Parties' employees or damage to Licensor's or Licensor's Related Parties' property), to the extent arising from a breach of any of Carrier's obligations, duties, representations or warranties contained in this Agreement or arising from the negligence, willful misconduct or omissions of Carrier or Carrier's Related Parties, subject to Section 14.e below.

b. The obligations of Carrier under this Section 14 shall arise at such time, if any, that a claim is made or a loss is incurred by Licensor, and the entry of judgment or the litigation of any claim shall not be a condition precedent to the obligations of Carrier hereunder.

c. Carrier shall promptly notify Licensor and SCE of the existence of any matters to which Carrier's indemnity obligations may apply. Upon demand by Licensor, Carrier shall defend at its own expense (with counsel reasonably acceptable to Licensor), any such matter, provided, however, that Licensor shall at all times have the right to reasonably consent to any settlement or compromise.

d. IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY TO THIS AGREEMENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF ANOTHER PARTY'S CUSTOMERS, GOOD WILL, REVENUE OR PROFITS), FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING IN ANY MANNER FROM THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OR FORESEEABILITY THEREOF.

e. Notwithstanding the foregoing, this indemnification shall not apply to matters to the extent arising or resulting from the negligence, recklessness, or willful misconduct of Licensor or Licensor's Related Parties.

15. Safety and Environmental Protection. Carrier shall operate and maintain the Site and Communication Facilities and shall cause Carrier's Related Parties to operate and maintain Carrier's Equipment so as to avoid injury or damage to any person or property.

In carrying out its work, Carrier and Carrier's Related Parties shall at all times, exercise all precautions reasonably necessary for the safety and environmental protection of the Site, and shall be in compliance with all applicable federal, state and local statutory and regulatory requirements including those of the State of California, Division of Industrial Relations (Cal/OSHA), Cal/EPA, US/EPA and the U.S. Department of Transportation.

Carrier and Carrier's Related Parties shall not use the Site to generate, manufacture, refine, transport, treat, store, handle, recycle, release or dispose of any "Hazardous Materials", other than as reasonably necessary for Carrier's activities under this Agreement. For purposes of this Agreement, the term "*Hazardous Materials*" means any hazardous substance, material or waste, including but not limited to those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists of lists or petroleum products and their derivatives.

However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the Site is contemplated by this Agreement.

Carrier shall promptly notify Licensor in writing upon becoming aware of any release of Hazardous Materials caused by or known to Carrier, or any violation of any environmental law or actions brought by third parties against Carrier alleging environmental damage.

a. Carrier shall post a sign, in letters no greater than ½ inch in height (unless otherwise required by law), permanently affixed to Carrier's Equipment, which identifies the responsible party to notify in case of emergency or maintenance.

b. Licensor represents that neither Licensor nor, to Licensor's knowledge, any third party, has used, generated, stored, treated or disposed of any Hazardous Materials (as such term is defined in this Section 15), on the Property.

16. Notices. Any notice, demand or payment required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective Parties set forth below (Any such notice, demand or payment given in accordance with this Section 16 shall be effective upon actual receipt or refusal as shown on the receipt obtained in connection with the delivery of such notice, demand or payment):

Licensor:

City of Laguna Hills
24035 El Toro Rd.
Laguna Hills, CA 92653
Ph# (949) 707-2600

Attn: Community
Development
Department

SCE:

Southern California Edison Co.
2 Innovation Way
Pomona, CA 91768
Attn: Real Properties/ECS

Carrier:

Los Angeles SMSA Limited
Partnership,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn. Network Real Estate

17. Attorney's Fees. In the event legal action by any Party is brought to enforce any term of this Agreement, to recover damages for any breach thereof or to determine any rights of the Parties under this Agreement, the prevailing Party in such action(s) may recover reasonable attorneys' fees to be fixed by the court.

18. ADA Improvements. Prior to the Commencement Date, Carrier shall prepare plans to implement the removal and replacement of a portion of the existing driveway access ("Access Driveway") at La Paz Road, as well as install a vehicle access gate ("Gate"), the locations of which are depicted on Exhibit "C" attached hereto, to meet the requirements of the CUP ("ADA Work"). By no later than sixty (60) days following the Commencement Date ("Construction Period"), Carrier shall complete the ADA Work; provided however, that if Carrier's plans for the ADA Work have not been approved by Licensor by the Commencement Date, then the Construction Period shall be extended until such time as Licensor has approved such plans.

Upon completion of the Access Driveway and Gate by Carrier, and approval of the work as satisfactorily completed as solely determined by Licensor, the Access Driveway and Gate shall become the property of Licensor "AS-IS", without representation or warranty from Carrier of any kind, express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose, and Licensor shall maintain the Access Driveway and Gate in accordance with all laws and in a reasonably good condition and repair during the Term of this Agreement. Carrier shall not be liable or responsible for the maintenance or repair of the Access Driveway or Gate.

19. Landscaping. Licensor and Carrier acknowledge and agree that Carrier shall be permitted to install around the perimeter of Carrier's Equipment the landscaping ("Landscaping"), as generally described and depicted on Exhibit "D" attached hereto and incorporated herein by reference. Once installed, Carrier shall maintain Landscaping, subject to compliance standards set forth in any Development Approval required by any Government Agency in connection with this Agreement. Licensor and Carrier agree that Carrier shall be responsible for installing the Landscaping and connections ("Irrigation") to the existing irrigation system as may be required by the Development Approvals. Licensor agrees to allow Carrier to connect the Irrigation to Licensor's existing water supply at the Property as necessary to maintain the Landscaping. Once installed, Licensor and Carrier acknowledge and agree that Carrier shall be responsible for watering and maintaining the Landscaping in reasonably good condition and as required by the Development Approval for the Term and all Renewal Terms, at no cost to Licensor and SCE. Notwithstanding the foregoing, during the Term and any Renewal Term of this Agreement, Carrier shall be responsible for replacing dead or dying plants as needed to comply with the Development Approvals following a thirty (30) day written notice from Licensor, except to the extent the demise of such plants are caused by the negligence or

willful act or inaction of Licensor, its employees or agents, as reasonably determined by Licensor and Carrier.

20. Miscellaneous.

a. 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.

b. This Agreement constitutes the entire agreement and understanding among the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth in this Agreement. Any amendments to this Agreement must be in writing and executed by each Party hereto.

c. If any provision of this Agreement is invalid or unenforceable with respect to a Party or Parties, the remainder of this Agreement or the application of such provision to any other Party or Parties (as applicable), other than Party or Parties to whom it is held invalid or unenforceable shall not be affected and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

d. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties.

e. This Agreement shall be interpreted in accordance with the laws of the State of California.

f. In any case where the approval or consent of one Party hereto is required, requested or otherwise to be given under this Agreement, such Party shall not unreasonably delay or withhold its approval or consent.

g. Carrier shall give all notices required by applicable law and shall comply with all applicable laws, ordinances, rules and regulations pertaining to the conduct of Carrier and Carrier's Related Parties on the Site. Carrier shall be liable for all violations of the law arising in connection with Carrier's and/or Carrier's Related Parties' activities pursuant to this Agreement.

h. All Exhibits attached hereto are material parts of this Agreement.

i. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[Signatures appear on next page]

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first above written.

LICENSOR:

The City of Laguna Hills

By: _____
Melody Carruth, Mayor

By: _____
Donald J. White, City Manager

Date: _____

SCE:

SOUTHERN CALIFORNIA EDISON CO., a
California corporation

By: _____
Elizabeth Straley, Project Manager, Edison
Carrier Solutions Corporate Real Estate
Department

Date: 3/7/18

CARRIER:

Los Angeles SMSA Limited Partnership,
dba Verizon Wireless

By: AirTouch Cellular Inc.
Its: General Partner

By: _____

Name: STEVEN LAMB

Title: DIRECTOR-NETWORK

Date: 03/07/2018

EXHIBIT "A"**LEGAL DESCRIPTION OF THE PROPERTY**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT C OF TRACT NO. 9035, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 398, PAGES 3 TO 8 INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM THAT PORTION OF THE LAND CONVEYED IN THE DOCUMENTS RECORDED MAY 10, 1982 AS INSTRUMENT NOS. 82-160397, 82-160398, 82-160399 AND 82-160400 ALL OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ONE HUNDRED PERCENT OF ALL RIGHTS TO OIL, GAS AND OTHER HYDROCARBON AND MINERAL SUBSTANCES LYING UNDER OR THAT MAY BE PRODUCED FROM THE ABOVE-DESCRIBED LAND, TOGETHER WITH ONE HUNDRED PERCENT OF ALL RIGHTS TO THE PROCEEDS THEREFROM AND ONE HUNDRED PERCENT OF ALL RENTS, BONUSES AND PROFITS ACCRUING THEREFROM; PROVIDED, HOWEVER, THAT GRANTOR WAIVES AND RELINQUISHED THE RIGHT TO USE OR OCCUPY OR TO ENTER UPON ANY PORTION OF THE SURFACE AND 500 FEET BELOW THE SURFACE, MEASURED VERTICALLY FROM THE SURFACE OF SAID LAND, PRODUCING, EXTRACTING, STORING, TREATING OR OTHERWISE HANDLING OR UTILIZING SUCH OIL, GAS OR OTHER HYDROCARBON OR MINERAL SUBSTANCES, OR FOR THE PURPOSES OF EXERCISING GRANTORS RIGHTS THERETO AS RESERVED IN THE DEEDS FROM FIRST WESTERN BANK AND TRUST COMPANY, TRUST, A CORPORATION, RECORDED SEPTEMBER 28, 1972 IN BOOK 10348 PAGES 318 AND 323 OF OFFICIAL RECORDS.

PARCEL 2:

LOT B OF TRACT NO. 9044, AS SHOWN ON A MAP RECORDED IN BOOK 417, PAGES 1 TO 9 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPT THAT PORTION OF LOT B OF TRACT NO. 9044 LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 51 AND WESTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 66 OF TRACT NO. 9044, AS SHOWN ON MAP RECORDED IN BOOK 417, PAGES 1 TO 9 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE

COUNTY', CALIFORNIA, A CERTIFICATE OF CORRECTION RECORDED MARCH 6, 1980 IN BOOK 13525 PAGE 1718 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ONE HUNDRED PERCENT OF ALL RIGHTS TO OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING UNDER OR THAT MAY BE PRODUCED FROM THE ABOVE-DESCRIBED LAND, TOGETHER WITH ONE HUNDRED PERCENT OF ALL RENTS, BONUSES AND PROFITS OCCURRING THEREFROM; WITHOUT, HOWEVER, THE RIGHT TO USE OR OCCUPY OR TO ENTER UPON ANY PORTION OF THE SURFACE AND 500 FEET BELOW THE SURFACE, MEASURED VERTICALLY FROM THE SURFACE OF SAID LAND, PRODUCING, EXTRACTING, STORING, TREATING OR OTHERWISE HANDLING OR UTILIZING SUCH OIL, GAS OR OTHER HYDROCARBON OR MINERAL SUBSTANCES OR FOR THE PURPOSE OF EXERCISING ANY RIGHTS THERETO, AS RESERVED IN THE DEEDS RECORDED IN BOOK 10348 PAGES 318 AND 323 OF OFFICIAL RECORDS.

NOTE: THIS COMPANY HAS PROVIDED SAID DESCRIPTION AS AN ACCOMMODATION FOR THE PURPOSE OF FACILITATING THIS REPORT. SAID DESCRIPTION IS NOT AN INSURABLE PARCEL PURSUANT TO THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND SHOULD NOT BE RELIED UPON TO CONVEY OR ENCUMBER SAID LAND, UNTIL APPROVED BY THE APPROPRIATE GOVERNING AGENCY.

Assessor's Parcel Numbers: 625-121-16; 625-065-19; 625-081-02; 625-071-25; 625-091-09

EXHIBIT "B"**GRANT OF EASEMENT**

[Balance of Page Intentionally Left Blank]

Exhibit
"B"

1 ROLLIN E. WOODBURY
2 TOM P. GILFOY
3 P. O. Box 351
4 601 West Fifth Street
5 Los Angeles, California 90033
6 Telephone: 624-7111

and

266718

7 RUTAN & TUCKER
8 MILFORD W. DAHL
9 401 West Eighth Street
10 Santa Ana, California 92702

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

11 SOUTHERN CALIFORNIA EDISON COMPANY,
12 a corporation,

Plaintiff,

vs.

14 FIRST WESTERN BANK AND TRUST
15 COMPANY, a corporation, successor
16 to First National Bank in Santa
17 Ana, et al.,

Defendants.

1741
FILED
NOV 1 1966
W. E. ST JOHN, Deputy Clerk
8094 308

NO. 138516

JUDGMENT IN CONDEMNATION
AND FINAL ORDER OF
CONDEMNATION

IT APPEARING TO THE COURT THAT

1. Plaintiff and Defendants FIRST WESTERN BANK AND TRUST COMPANY, as trustee, MELLIE GAIL MOULTON, LOUISE M. WINEMAN, CHARLOTTE GAIL MATHIS, GLENN E. MATHIS, LEWIS M. MATHIS, JANE C. BARNES and GLENN E. MATHIS, JR. have entered into a stipulation that a Judgment In Condemnation and Final Order Of Condemnation may be made and entered by the Court on the Complaint In Eminent Domain in the above entitled action in favor of Plaintiff and against said stipulating Defendants upon the payment to said stipulating Defendants of the sum of \$2,415,000 which said sum consists of \$1,168,950 as the value of the part taken and \$1,247,060 as severance damages.

2. Plaintiff has heretofore paid said total sum of \$2,415,000 to the Defendants FIRST WESTERN BANK AND TRUST

1 COMPANY, as Trustee, HELLIE GAIL MOULTON, LOUISE M. WHEMAN,
2 CHARLOTTE GAIL MATHIS, GLENN E. MATHIS, LEWIS M. MATHIS, JANE C.
3 BARNES and GLENN E. MATHIS, JR. and each and every of said
4 Defendants have acknowledged receipt thereof by their execution
5 of a Receipt For Money Paid Pursuant To Stipulation For
6 Judgment.

7 3. This action has heretofore been dismissed without
8 prejudice as to all other Defendants herein.

9 4. Notice of entry of judgment has been waived, as
10 has the right of appeal.

11 NOW, THEREFORE, good cause appearing it is hereby
12 ordered, adjudged and decreed as follows:

13 1. That the uses and each of them for which the
14 rights of way and easements are sought to be condemned herein
15 and hereby are public uses; that the taking sought herein and
16 hereby is necessary to such uses and each of them; that public
17 interest and necessity require that Plaintiff acquire said
18 rights of way and easements sought to be condemned herein and
19 hereby for said public uses; that said rights of way and ease-
20 ments have been located in a manner most compatible with the
21 greatest public good and the least private injury and that all
22 of the other allegations of the Complaint on file herein are
23 true.

24 2. That by and pursuant to said stipulation the total
25 sum of Two Million Four Hundred Fifteen Thousand Dollars
26 (\$2,415,000) is hereby awarded to the Defendants FIRST WESTERN
27 BANK AND TRUST COMPANY, as Trustee, HELLIE GAIL MOULTON,
28 LOUISE M. WHEMAN, CHARLOTTE GAIL MATHIS, GLENN E. MATHIS,
29 LEWIS M. MATHIS, JANE C. BARNES and GLENN E. MATHIS, JR. for the
30 taking of said rights of way and easements and for all damages
31 of every kind and nature suffered by said Defendants and/or said
32 Defendants' property by reason of the taking of said rights of

1 way and easements and the construction of the improvements in
2 the manner proposed by Plaintiff.

3 3. That said sum of Two Million Four Hundred Fifteen
4 Thousand Dollars (\$2,415,000) has heretofore been paid by
5 Plaintiff to Defendants FIRST WESTERN BANK AND TRUST COMPANY, as
6 Trustee, KELLIE GAIL MOULTON, LOUISE M. WIDEMAN, CHARLOTTE GAIL
7 MATHIS, GLENN E. MATHIS, LEWIS M. MATHIS, JANE C. BARNES and
8 GLENN E. MATHIS, JR., and Plaintiff is therefore entitled to a
9 Final Order Of Condemnation against said Defendants which shall
10 describe the rights of way and easements condemned and the pur-
11 poses of this condemnation.

12 4. Notice of Entry of Judgment has been waived as has
13 the right of appeal.

14 NOW, THEREFORE, good cause appearing the Court makes
15 its Final Order Of Condemnation as follows:

16 1. There is hereby condemned to Plaintiff rights of
17 way and easements in, on, over, along and across the real prop-
18 erty hereinafter described as Parcel 1 to construct, re-
19 construct, suspend, use, operate, maintain, repair, renew, re-
20 locate, enlarge, replace and patrol thereon and thereover, elec-
21 tric transmission lines consisting of lines of steel towers,
22 with the necessary foundations, crossarms, insulators, and other
23 appurtenances, aerial electric conductors and communication and
24 control circuits, and the necessary grounding wires, both
25 overhead and underground; also rights of way and easements to
26 pass and repass on, over, along and across the said Parcel 1 by
27 means of trucks, automobiles or other vehicles or equipment or
28 by foot, at all necessary or proper times and in aid of the
29 foregoing purposes and uses; to prohibit the building or placing
30 on said Parcel 1 of any building or structure other than farming
31 fences, roads, pipelines, ditches and electric and telephone
32 pole lines that cross said Parcel 1 provided that Plaintiff

1 shall have the right to install gates in said farming fences,
2 and provided further that such facilities or any of them shall
3 not be installed within Parcel 1 within a distance of fifty (50)
4 feet of any footing of any of Plaintiff's steel towers
5 constructed on Parcel 1, nor endanger or interfere with the
6 operation of Plaintiff's aforesaid electric transmission lines;
7 to keep said Parcel 1 free from brush or any accumulation of
8 inflammable material or other obstructions of any type or kind
9 whatsoever, other than as aforesaid; to prohibit the planting or
10 maintenance on said Parcel 1 of any tree or shrub which might
11 interfere with or endanger said aerial electric conductors or
12 wires; and to trim, top or remove any tree or shrub that may
13 grow or be so near to said conductors or wires as to endanger
14 the same or interfere with the proper operation or care thereof,
15 so as to prevent such danger or interference.

16 2. The purposes of said condemnation are public uses,
17 to wit: electric power lines, electric heat lines, electric
18 light lines, electric light, heat and power lines, necessary for
19 the transmission or distribution of electricity for the purpose
20 of furnishing or supplying electric light, heat and power to any
21 county, city or county or incorporated city or town, or irriga-
22 tion district, or the inhabitants thereof, or necessary for the
23 proper development and control of such use of such electricity,
24 either at the time of the taking of property or interest in
25 property or for the future proper development and control
26 thereof.

27 3. There is also hereby condemned to Plaintiff rights
28 of way and easements in, on, over, along and across the real
29 property hereinafter described as Parcel 2 to construct, re-
30 construct, suspend, use, operate, maintain, repair, renew, re-
31 locate, enlarge, replace and patrol, thereon and thereover, an
32 electric transmission line consisting of a line of wood and

1 steel poles with the necessary foundations, crossarms, in-
2 sulators, and other appurtenances, aerial electric conductors
and communication and control circuits, and the necessary
4 grounding wires, both overhead and underground; also rights of
5 way and easements to pass and repass on, over, along and across
6 the said Parcel 2 by means of trucks, automobiles or other
7 vehicles or equipment or by foot, at all necessary or proper
8 times and in aid of the foregoing purposes and uses; to prohibit
9 the building or placing on said Parcel 2 of any building or
10 structure other than farming fences, roads, pipelines, ditches
11 and electric and telephone pole lines that cross said Parcel 2,
12 provided that Plaintiff shall have the right to install gates in
13 said farming fences; to keep said Parcel 2 free from brush or
14 any accumulation of inflammable material or other obstructions
15 of any type or kind whatsoever, other than as aforesaid; to
16 prevent the planting or maintenance on said Parcel 2 of any
17 tree or shrub which might interfere with or endanger said aerial
18 electric conductors or wires; and to trim, top or remove any
19 tree or shrub that may grow or be so near to said conductors or
20 wires as to endanger the same or interfere with the proper
21 operation or care thereof, so as to prevent such danger or
22 interference.

23 4. The purposes of said condemnation are public uses,
24 to wit: electric power lines, electric heat lines, electric
25 light lines, electric light, heat and power lines, necessary for
26 the transmission or distribution of electricity for the purpose
27 of furnishing or supplying electric light, heat and power to any
28 county, city or county or incorporated city or town, or irriga-
29 tion district, or the inhabitants thereof, or necessary for the
30 proper development and control of such use of such electricity,
31 either at the time of the taking of property or interest in
32

1 property or for the future proper development and control
2 thereof.

3 5. There are also hereby condemned to Plaintiff
4 rights of way and easements in, on, over, along and across the
5 real property hereinafter referred to as Parcels A-1 and A-2 to
6 use for road purposes, in common with others having a right to
7 use the same, the existing roadways now located within said
8 parcels; to pass and repass at all necessary or proper times on,
9 over, along and across said parcels by means of trucks, automo-
10 biles, or other vehicles or equipment or by foot; to improve,
11 grade, regrade, repair and maintain such slopes, cuts, fills and
12 drainage structures on said parcels as may be necessary in
13 connection with the proper use and maintenance of said existing
14 roadways for access road purposes; and to keep said parcels free
15 from buildings or structures or other obstructions of any type
16 or kind in order that the availability thereof for access, in-
17 gress and egress, as aforesaid, may remain unimpaired, excepting
18 and reserving to the Defendants, their heirs, successors and
19 assigns, the right to relocate at their expense said existing
20 roadways within Parcels A-1 and A-2 so long as reasonably com-
21 parable road access to Parcels 1 and 2, and to Plaintiff's tower
22 and pole sites within Parcels 1 and 2, is provided over a rea-
23 sonably comparable route or routes, and in the event reasonably
24 comparable road access to Parcels 1 and 2 and to Plaintiff's
25 tower and pole sites within Parcels 1 and 2 is hereafter
26 provided over a reasonably comparable route or routes, either by
27 dedicated public streets or by private roadways over which
28 Plaintiff is granted the same rights of way and easements as are
29 sought to be acquired in the present action with respect to the
30 access roads, Plaintiff shall be required to abandon such of the
31 rights of way and easements for access roadways taken in this
32

1 action as are no longer necessary and shall be required to quit-
2 claim the same to Defendants or their successors in interest.

3 6. The purposes of such condemnation are public pur-
4 poses, to wit: byroads necessary to reach property to be used
5 for public purposes.

6 7. There are also hereby condemned to Plaintiff
7 rights of way and easements in, on, over, along and across the
8 real property hereinafter referred to as Parcels B-1 through and
9 including B-24 to construct, use in common with others having a
10 right to use the same, improve, grade, regrade, repair and main-
11 tain roadways within said parcels; to pass and repass at all
12 necessary or proper times, on, over, along and across said
13 parcels by means of trucks, automobiles, or other vehicles or
14 equipment or by foot; to construct, reconstruct, use and main-
15 tain such slopes, cuts, fills and drainage structures on said
16 parcels as may be necessary in connection with the proper con-
17 struction, use and maintenance of said roadways for access road
18 purposes; and to keep said parcels free from buildings or struc-
19 tures or other obstructions of any type or kind in order that
20 the availability thereof for access, ingress and egress, as
21 aforesaid, may remain unimpaired; excepting and reserving to the
22 Defendants, their heirs, successors and assigns, the right to
23 relocate at their expense, said roadways to be constructed
24 within Parcels B-1 through and including B-24, so long as rea-
25 sonably comparable road access to Parcels 1 and 2 and to
26 Plaintiff's tower and pole sites within Parcels 1 and 2 is
27 provided over a reasonably comparable route or routes, and in
28 the event reasonably comparable road access to Parcels 1 and 2
29 and to Plaintiff's tower and pole sites within Parcels 1 and 2
30 is hereafter provided over a reasonably comparable route or
31 routes, either by dedicated public streets or by private road-
32 ways over which Plaintiff is granted the same rights of way and

1 easements as are sought to be acquired in the present action
2 with respect to the access roads, Plaintiff shall be required to
3 abandon such of the rights of way and easements for access road-
4 ways taken in this action as are no longer necessary and shall
5 be required to quitclaim the same to Defendants or their succes-
6 sors in interest.

7 8. The purposes of such condemnation are public pur-
8 poses, to wit: byroads necessary to reach property to be used
9 for public purposes.

10 9. That the real property hereinabove referred to is
11 situated in the County of Orange, State of California and is
12 described as follows: -----
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1 That certain real property situated in the County of
2 Orange, State of California, described as follows:

3
4 **PARCEL 1:**

5 That portion of the Rancho Miguel, as shown on a map
6 recorded June 30, 1877, in Book 2, Pages 230 and 231 of
7 Patents in the office of the County Recorder of Los Angeles
8 County, lying southerly of the westerly prolongation of the
9 northerly line of Section 5, in Township 7 South, Range 8
10 West, San Bernardino Base and Meridian, and lying northerly
11 of the southerly line of Section 6, Township 7 South, Range
12 8 West, San Bernardino Base and Meridian and its westerly
13 prolongation, and lying easterly of the center line of
14 Miguel Road, 60 feet wide, as described in that certain
15 Easement Deed to said Orange County, dated March 9, 1960,
16 and recorded in Book 5148, Page 448 of Official Records in
17 the Office of the County Recorder of said Orange County, and
18 that portion of Sections 1, 2, 3, and 4 of Township 7 South,
19 Range 8 West, San Bernardino Base and Meridian, of said
20 Orange County, lying within a strip of land of varying width,
21 the reference line of said strip of land is described as
22 follows:
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27 Beginning at a point in the easterly line of the land
28 conveyed to Rose W. Cortese, a married man, by deed recorded
29 on December 4, 1961, in Book 9931, Page 582 of Official Re-
30 cords, in the office of the County Recorder of said Orange
31
32

Ser. 36105A
I.O. 0535
FVC. 2047

APPROVED AS TO DESCRIPTION
P.B. PERSONAL REP. BY *[Signature]*
DATE 10-30-82 C. L. AND W. H. T.

County, said point being in a curve in the center line of
 said Miguel Road, 60 feet wide, said curve described as
 having a radius of 1280 feet, an arc distance of 534.08
 feet and a central angle of $25^{\circ} 30' 01''$ in that certain
 Easement Deed from First Western Bank and Trust Company
 to said Orange County, recorded on March 21, 1960, in Book
 5185, Page 468 of Official Records, in the office of the
 County Recorder of said Orange County, said point bears
 South $32^{\circ} 48' 49''$ West 132.75 feet from the southerly ter-
 minus of that certain course in the center line of said
 Miguel Road, 60 feet wide, described as having a bearing of
 South $43^{\circ} 45' 35''$ West and a length of 930.54 feet in said
 Easement Deed to said Orange County, said point being here-
 inafter referred to as Point "A", said point being the begin-
 ning of a strip of land THREE HUNDRED FORTY (340) feet wide,
 the side lines thereof being ONE HUNDRED SEVENTY (170) feet
 Northerly and ONE HUNDRED SEVENTY (170) feet Southerly, mea-
 sured at right angles, respectively, from said reference line;
 thence along the following courses and distances: South 68°
 $17' 28''$ East 117.66 feet; South $73^{\circ} 01' 48''$ East 2414.50 feet;
 South $64^{\circ} 11' 52''$ East 1573.01 feet; South $67^{\circ} 05' 23''$ East
 103.23 feet to a point hereinafter referred to as Point "B";
 thence continuing South $67^{\circ} 05' 23''$ East 4163.90 feet; thence
 South $88^{\circ} 53' 43''$ East 3786.25 feet to a point hereinafter
 referred to as Point "C"; thence continuing South $88^{\circ} 53'$
 $43''$ East 143.46 feet to a point hereinafter referred to as
 Point "D"; said point being the beginning of a strip of land

TWO HUNDRED SEVENTY (270) feet wide, the side lines thereof
 being ONE HUNDRED (100) feet Northerly and ONE HUNDRED SEVENTY
 (170) feet Southerly, measured at right angles, respectively,
 from said reference line; thence continuing South 88° 58' 43"
 East 1483.17 feet to a point hereinafter referred to as Point "E",
 said point being the beginning of a strip of land TWO HUNDRED
 (200) feet wide, the side lines thereof being ONE HUNDRED (100)
 feet Northerly and ONE HUNDRED (100) feet Southerly, measured
 at right angles, respectively, from said reference line; th-
 ence continuing South 88° 58' 43" East 9220.12 feet, more or
 less, to a point in the Westerly line of the State of Califor-
 nia Highway, 80 feet wide, (Highway 101), as conveyed to the
 State of California, by deed recorded March 26, 1928, in Book
 149, Page 37 of Official Records in the office of the County
 Recorder of said Orange County, said point being hereinafter
 referred to as Point "F"; thence continuing South 88° 58'
 43" East 166.03 feet, more or less, to a point in the West-
 erly line of Rancho Trabuco, as shown on map of Record of
 Surveys, recorded in Book 8, Pages 34 through 46 inclusive, in
 the office of the County Recorder of said Orange County, said
 point being North 1° 39' 40" West 4393.25 feet, measured along
 said Westerly line of said Rancho Trabuco, from a brass cap
 monument set in the concrete floor of a bridge at Trabuco
 Corner No. 1.

EXCEPTING THEREFROM that portion thereof lying within
 that certain strip of land 100 feet wide, described in deed
 to the San Bernardino and San Diego Railway Company, recorded
 in Book 187, Page 17 of Deeds, in the office of the County
 Recorder of said Los Angeles County.

The side lines of said strip of land ~~THIRTY FIVE~~ **FOURTY** (40) feet wide, lying Westerly of said Point "B", shall be prolonged or shortened so as to terminate in said Easterly line of the land conveyed to Ross W. Cortese, a married man, by deed recorded in Book 5931, Page 583 of Official Records in the office of the County Recorder of said Orange County.

PARCEL 2:

A strip of land ~~THIRTY FIVE~~ (25) feet wide, lying within Section 3, Township 7 North, Range 8 West, San Bernardino Base and Meridian and within Section 34, Township 6 South, Range 8 West, San Bernardino Base and Meridian, the center line of said strip of land ~~THIRTY FIVE~~ (35) feet wide being described as follows:

Beginning at Point "C", referred to in the description of the land hereinabove described and designated as ~~PARCEL 1~~; thence along the following courses and distances: North $30^{\circ} 38' 06''$ East 382.48 feet; North $45^{\circ} 04' 48''$ East 659.68 feet; North $44^{\circ} 52' 21''$ East 229.93 feet; North $55^{\circ} 51' 59''$ East 282.99 feet, more or less, to a point in the Southeastern line of that certain parcel of land described as ~~PARCEL 1~~ in that certain deed to Rosamond Leino O. Ward, recorded in Book 5939, Page 536 of Official Records in the office of the County Recorder of said Orange County, said Southeastern line being described as having a bearing of North $36^{\circ} 29' 28''$ East and a length of 168.45 feet, said point bears North $55^{\circ} 51' 59''$ East 4.12 feet, measured along said Southeastern line from the Southeastern terminus thereof; thence continuing North $55^{\circ} 51' 59''$ East 14.41 feet; thence along the following courses and distances: North $59^{\circ} 24' 53''$ East

1 1250.00 feet; North 60° 00' 40" East 224.15 feet; North 55° 19'
 2 09" East 358.38 feet; North 0° 41' 24" East 260.13 feet; North
 3 6° 50' 52" East 212.44 feet; North 2° 21' 59" West 160.12 feet;
 4 North 11° 34' 49" West 754.21 feet; North 3° 02' 29" East
 5 353.08 feet; North 11° 34' 49" West 793.25 feet; North 18° 47'
 6 17" West 313.60 feet; North 33° 12' 13" West 313.60 feet; North
 7 40° 49' 12" West 428.70 feet; North 52° 14' 37" West, 455.63
 8 feet to a point in a line that is parallel with and 2.0 feet
 9 Northwesterly, measured at right angles, from the Southeasterly
 10 prolongation of the Southeasterly line of that certain parcel
 11 of land described in the deed to Rosemoor Corporation, recorded
 12 on April 2, 1965, in Book 7468, page 75 of Official Records, in
 13 the office of the County Recorder of said Orange County, des-
 14 cribed as having a bearing of South 40° 23' 56" West, and a
 15 length of 257.83 feet; thence North 40° 23' 56" East along said
 16 parallel line, a distance of 394.24 feet to a point in a line
 17 that is parallel with and 2.0 feet Southwesterly, measured at
 18 right angles, from the Northwesterly line of that certain par-
 19 cel of land described in the deed to Rosemoor Corporation, re-
 20 corded in Book 7468, page 75 of Official Records, in the office
 21 of the County Recorder of said Orange County, described as
 22 having a bearing of South 49° 36' 04" East, and a length of
 23 225.00 feet; thence North 49° 36' 04" West along said last
 24 mentioned parallel line and its Northwesterly prolongation, a
 25 distance of 237.50 feet to a point in a line that is parallel
 26 with and 4.80 feet Northwesterly, measured at right angles from
 27 the Southeasterly line of said Parcel 3, described in said Deed
 28 to Rosemoor Leisure World, described as having a bearing of
 29 South 39° 38' 00" West and a length of 1484.41 feet; thence
 30
 31
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1 North 40° 23' 56" East along said last mentioned parallel line,
 2 a distance of 1206.29 feet to a point in the Northerly line of said
 3 Parcel 3, described in the deed to Rossmore Leisure World, recorded
 4 on December 11, 1961, in Book 5939, page 534 of Official Records,
 5 in the office of the County Recorder of said Orange County, des-
 6 cribed as being a curve concave Northeastly, having a radius of
 7 515.00 feet, a central angle of 26° 40' 56" and a length of 349.15
 8 feet, said point bears North 80° 52' 53" West, 4.50 feet from the
 9 most Easterly corner of Lot 2 of Tract No. 5061, as shown on a map
 10 recorded in Book 183, page 4 of Miscellaneous Maps, in the office
 11 of the County Recorder of said Orange County, also accepted as the
 12 Northerly terminus of that certain course described and designated
 13 in Parcel 3 in said deed to Rossmore Leisure World, as having a
 14 bearing of South 39° 38' 00" West and a length of 1454.41 feet;
 15 thence continuing North 40° 23' 56" East, 76.52 feet; thence along
 16 the following courses and distances: South 52° 50' 24" East,
 17 299.77 feet; South 55° 38' 48" East, 250.00 feet; South 58° 27'
 18 36" East, 250.00 feet; South 60° 50' 31" East, 210.00 feet; South
 19 60° 39' 19" East, 340.00 feet; South 56° 56' 16" East, 180.13
 20 feet; North 27° 46' 12" East, 245.56 feet, more or less, to a
 21 point in the Northerly line of that certain parcel of land con-
 22 veyed to Southern California Edison Company, by deed recorded on
 23 July 30, 1964, in Book 7155, page 644 of Official Records in the
 24 office of the County Recorder of said Orange County, said point
 25 bears North 65° 27' 24" West 293.76 feet, measured along said
 26 Northerly line from the Southeast corner of said parcel of
 27 land conveyed to Southern California Edison Company, said South-
 28 east corner also being the Southwest corner of Tract No. 5931, as per
 29
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1 map recorded in Book 197, Pages 29 to 33 inclusive, of Miscel-
2 laneous Maps in the office of the County Recorder of said Orange
3 County.

4
5 EXCEPTING THEREFROM that portion thereof lying within said
6 PARCEL 1.

7
8 ALSO EXCEPTING THEREFROM that portion thereof lying
9 Westerly of the Westerly line of that certain parcel of land
10 described and designated as PARCEL 3, in the deed to Rosemar
11 Leisure World, a corporation, recorded on December 4, 1961,
12 in Book 5939, page 534 of Official Records in the office of
13 the County Recorder of said Orange County.

14
15 ALSO EXCEPTING THEREFROM that portion thereof lying
16 Northeasterly of the Southwesterly line of the land described
17 in deed to the State of California, recorded in Book 5035,
18 page 383 of Official Records in the office of the County Re-
19 corder of said Orange County.

20
21 ALSO EXCEPTING THEREFROM those portions of said Section
22 34, lying within the land described in the deeds to Gratian
23 Bidart and Yvonne Bidart, husband and wife, recorded on April 2,
24 1963, in Book 7468, page 73 and Book 7468, page 309 both of
25 Official Records in the office of the County Recorder of said
26 Orange County.

27
28
29 ALSO EXCEPTING THEREFROM that portion of said Section 34,
30 lying within the land described and designated as Parcel 1,
31 in the deed to Glenn H. Mathis, a married man, recorded on
32 December 23, 1965, in Book 7782, page 838 of Official Records,

1 in the office of the County Recorder of said Orange County.

2
3 ALSO EXCEPTING THEREFROM that portion of said Section 34,
4 lying within the land described in the deed to Bannister
5 Corporation, a California corporation, recorded on April 2,
6 1965, in Book 7466, page 75 of Official Records, in the office
7 of the County Recorder of said Orange County.

8
9 **PARCEL A-1;**

10
11 A strip of land TWENTY (20) feet wide, the side lines
12 thereof being TEN (10) feet Northerly and TEN (10) feet
13 Southerly, measured at right angles, respectively, from the
14 surveyed reference line which is hereinafter described, ly-
15 ing within said Section 1 and said Section 2.

16
17 The surveyed reference line of said strip of land
18 TWENTY (20) feet wide is described as follows:

19
20 Beginning at Point "P", referred to in the description
21 of the land hereinabove described and designated as PARCEL
22 1; thence South $2^{\circ} 29' 09''$ West 61.16 feet to the True Point
23 of Beginning of this description; thence from said True Point
24 of Beginning, along the following courses and distances:
25 North $85^{\circ} 41' 25''$ West 6.92 feet; North $57^{\circ} 25' 33''$ West
26 43.72 feet; North $85^{\circ} 31' 55''$ West 166.43 feet; North 70°
27 $54' 23''$ West 247.62 feet; North $62^{\circ} 04' 49''$ West 112.41 feet;
28 North $71^{\circ} 01' 46''$ West 135.33 feet; North $72^{\circ} 46' 05''$ West
29 195.79 feet, to a point hereinafter referred to as Point 1.

30
31
32 The side lines of said strip of land TWENTY (20) feet

1 wide shall be prolonged or shortened so as to terminate in
2 said Westerly line of the land described in Book 149, page
3 157 of Official Records, in the office of the County Recorder
4 of said Orange County.
5

6 **PARCEL A-2:**
7

8 A strip of land **TWENTY** (20) feet wide, the side lines
9 thereof being **TEN** (10) feet Northerly and **TEN** (10) feet
10 Southerly, measured at right angles, respectively, from the
11 surveyed reference line which is hereinafter described, ly-
12 ing within said Rancho Miguel.
13

14 The surveyed reference line of said strip of land **TWENTY**
15 (20) feet wide is described as follows:
16

17 Beginning at a point hereinafter referred to as Point
18 1A; said point bears North $10^{\circ} 19' 29''$ East 150.77 feet
19 from Point "B" referred to in the description of the land
20 hereinabove described and designated as **PARCEL 1**; thence
21 South $10^{\circ} 19' 29''$ West 325.01 feet to a point hereinafter
22 referred to as Point 2A; thence South $8^{\circ} 04' 31''$ East 99.55
23 feet to a point hereinafter referred to as Point 3A; thence
24 along the following courses and distances: South $43^{\circ} 33' 57''$
25 West 43.02 feet; South $31^{\circ} 40' 07''$ West 93.89 feet; South
26 $21^{\circ} 04' 25''$ East 127.45 feet; South $41^{\circ} 34' 43''$ West 46.20
27 feet; South $44^{\circ} 43' 29''$ West 80.22 feet; South $19^{\circ} 00' 35''$
28 West 133.28 feet; South $17^{\circ} 46' 24''$ West 64.66 feet; North
29 $81^{\circ} 09' 38''$ West 60.31 feet; South $74^{\circ} 47' 11''$ West 73.59
30 feet; South $48^{\circ} 47' 14''$ West 103.21 feet; South $50^{\circ} 36' 15''$
31
32

West 140.04 feet; North 16° 48' 24" West 448.46 feet; North
 26° 38' 34" West 142.83 feet; North 19° 13' 11" West 119.60
 feet; North 50° 24' 04" West 139.31 feet; North 60° 45' 56"
 West 152.87 feet; North 48° 37' 22" West 110.41 feet; North
 37° 59' 08" West 209.19 feet; North 11° 03' 14" West 159.32
 feet to a point hereinafter referred to as Point 4A; thence
 along the following courses and distances: North 16° 20' 22"
 West 100.03 feet; North 10° 44' 09" West 109.29 feet; North
 12° 19' 50" West 102.80 feet; North 4° 41' 25" West 71.85
 feet.

PARCEL 2-1:

A strip of land of varying width, the surveyed reference
 line of which is hereinafter described, lying within said
 Section 2.

The surveyed reference line of said strip of land of
 varying width is described as follows:

Beginning at Point 1, referred to in the description of
 the land hereinabove described and designated as PARCEL A-1,
 said point being the beginning of a strip of land TWENTY (20)
 feet wide, the side lines thereof being TEN (10) feet North-
 westerly and TEN (10) feet Southerly, measured at right angles,
 respectively, from said surveyed reference line; thence
 North 40° 29' 50" West 182.67 feet to a point hereinafter
 referred to as Point 1A, said point being the beginning of
 a strip of land FORTY SIX (46) feet wide, the side lines

thereof being THIRTY (30) feet Northwesterly and SIXTEEN (16) feet Southeasterly, measured at right angles, respectively, from said surveyed reference line; thence along the following courses and distances: South 37° 07' 25" West 13.06 feet; South 37° 06' 51" West 27.21 feet; South 37° 15' 50" West 48.66 feet; South 42° 49' 12" West 63.57 feet; South 71° 10' 48" West 56.45 feet to a point hereinafter referred to as Point 1B; thence along the following courses and distances: South 58° 49' 10" West 69.44 feet; South 57° 44' 29" West 93.81 feet; South 57° 06' 43" West 57.26 feet; South 84° 47' 54" West 43.57 feet.

PARCEL B-2:

A strip of land FORTY SIX (46) feet wide, the side lines thereof being THIRTY (30) feet Northerly and SIXTEEN (16) feet southerly, measured at right angles, respectively, from the surveyed reference line which is hereinafter described, lying within said Section 2.

The surveyed reference line of said strip of land FORTY SIX (46) feet wide is described as follows:

Beginning at Point 1B, referred to in the description of the land hereinabove described and designated as PARCEL B-1; thence along the following courses and distances: South 81° 05' 55" West 75.31 feet; South 79° 12' 30" West 77.36 feet; South 79° 49' 22" West 52.79 feet; South 78° 21' 31" West 43.67 feet.

EXCEPTING THEREFROM that portion thereof lying within
said PARCEL B-1.

PARCEL B-3;

A strip of land of varying width, the surveyed reference
line of which is hereinafter described, lying within said
Section 2, said Section 3, said Section 4, and in said Rancho
Niguel.

The surveyed reference line of said strip of land of
varying width is described as follows:

Beginning at Point 1A, referred to in the description of
the land hereinabove described and designated as PARCEL B-1,
said point being the beginning of a strip of land TWENTY (20)
feet wide, the side lines thereof being TEN (10) feet North-
easterly and TEN (10) feet Southerly, measured at right angles,
respectively, from said surveyed reference line; thence along
the following courses and distances: North 80° 29' 41" West
381.72 feet; North 79° 52' 31" West 199.10 feet; North 73°
18' 03" West 198.37 feet; North 68° 08' 45" West 201.48 feet;
North 61° 06' 08" West 131.39 feet; South 56° 30' 22" West
136.94 feet; South 57° 46' 12" West 196.49 feet; South 57°
10' 23" West 172.90 feet; South 57° 47' 30" West 42.80 feet
to a point hereinafter referred to as Point 1, said point
being the beginning of a strip of land FORTY THREE (43) feet
wide, the side lines thereof being TWENTY EIGHT (28) feet
Northerly and FIFTEEN (15) feet Southerly, measured at right
angles, respectively, from said surveyed reference line; thence

1 along the following courses and distances: North $77^{\circ} 42' 50''$
 2 West 59.40 feet; North $83^{\circ} 41' 16''$ West 67.85 feet; North
 3 $81^{\circ} 47' 40''$ West 69.71 feet; North $84^{\circ} 04' 28''$ West 68.39
 4 feet; South $82^{\circ} 32' 00''$ West 54.71 feet; South $74^{\circ} 14' 49''$
 5 West 60.86 feet; South $42^{\circ} 08' 25''$ West 54.00 feet; South
 6 $28^{\circ} 11' 40''$ West 51.43 feet; South $16^{\circ} 30' 39''$ West 47.13
 7 feet; South $18^{\circ} 25' 20''$ West 42.78 feet; South $23^{\circ} 37' 53''$
 8 West 34.78 feet; South $83^{\circ} 17' 34''$ West 36.80 feet; South 87°
 9 $06' 51''$ West 40.32 feet; South $84^{\circ} 05' 06''$ West 33.48 feet;
 10 South $51^{\circ} 52' 13''$ West 51.66 feet; South $44^{\circ} 15' 36''$ West
 11 37.78 feet; South $56^{\circ} 52' 37''$ West 30.54 feet; North $72^{\circ} 18'$
 12 $41''$ West 38.11 feet; North $38^{\circ} 57' 40''$ West 47.52 feet; North
 13 $37^{\circ} 05' 45''$ West 71.31 feet; North $50^{\circ} 20' 57''$ West 42.17
 14 feet; North $60^{\circ} 39' 45''$ West 64.72 feet; North $52^{\circ} 53' 04''$
 15 West 53.96 feet to Point 2, said point being the beginning
 16 of a strip of land THIRTY SIX (36) feet wide, the side lines
 17 thereof being TWENTY FOUR (24) feet Northerly and TWELVE (12)
 18 feet South rly, measured at right angles, respectively, from
 19 said surveyed reference line; thence along the following
 20 courses and distances: South $64^{\circ} 41' 03''$ West 59.49 feet;
 21 South $63^{\circ} 07' 15''$ West 54.81 feet; South $45^{\circ} 56' 03''$ West
 22 41.97 feet; South $23^{\circ} 33' 07''$ West 45.83 feet; South $48^{\circ} 47'$
 23 $36''$ West 52.73 feet; South $64^{\circ} 11' 41''$ West 49.27 feet; North
 24 $80^{\circ} 35' 19''$ West 70.92 feet; North $63^{\circ} 02' 48''$ West 48.45 feet;
 25 North $47^{\circ} 41' 39''$ West 38.49 feet; North $24^{\circ} 09' 32''$ West
 26 19.89 feet; North $77^{\circ} 01' 36''$ West 18.18 feet; South $66^{\circ} 51'$
 27 $18''$ West 48.49 feet; North $75^{\circ} 37' 15''$ West 44.97 feet; North

60° 34' 01" West 57.80 feet; South 72° 31' 08" West 45.34
 feet; South 85° 16' 39" West 43.27 feet to a point hereinafter
 referred to as Point 3; thence along the following
 courses and distances: North 62° 22' 41" West 40.35 feet;
 North 57° 22' 45" West 60.61 feet; North 71° 33' 39" West
 62.14 feet; South 83° 19' 39" West 75.08 feet; South 79° 49'
 19" West 94.87 feet; South 70° 12' 03" West 87.42 feet; South
 64° 57' 46" West 69.19 feet; South 75° 41' 42" West 35.54
 feet; South 78° 49' 19" West 39.85 feet; South 74° 53' 06"
 West 60.82 feet; South 65° 29' 04" West 42.11 feet; South 61°
 39' 23" West 38.26 feet; South 79° 03' 07" West 45.72 feet;
 North 73° 47' 30" West 53.29 feet; North 65° 38' 18" West
 59.12 feet; North 70° 53' 43" West 49.02 feet; North 69° 30'
 39" West 70.57 feet; North 66° 22' 32" West 27.20 feet; to
 a point hereinafter referred to as Point 4; thence along
 the following courses and distances: South 45° 19' 37" West
 25.66 feet; South 32° 49' 25" West 20.06 feet; South 20° 02'
 39" West 45.13 feet; South 21° 03' 34" West 120.36 feet;
 North 38° 41' 36" West 47.29 feet; North 36° 42' 21" West
 37.64 feet; North 56° 11' 52" West 106.93 feet; North 82° 00'
 09" West 82.35 feet; South 61° 38' 47" West 66.29 feet; South
 59° 56' 28" West 125.68 feet; South 54° 16' 26" West 60.59
 feet; South 61° 00' 06" West 54.72 feet; North 79° 47' 09"
 West 61.46 feet; North 53° 17' 21" West 115.99 feet; North
 38° 36' 17" West 114.17 feet; North 67° 36' 42" West 20.53
 feet; North 61° 40' 15" West 41.83 feet; South 87° 26' 53"
 West 31.67 feet; South 88° 16' 00" West 20.27 feet; to a
 point hereinafter referred to as Point 5; thence along the

1 following courses and distances: South 77° 23' 20" West 48.91
 2 feet; South 58° 37' 40" West 141.77 feet; South 43° 19' 34"
 3 West 57.49 feet; South 25° 37' 27" West 122.30 feet; South
 4 26° 05' 30" West 70.66 feet; South 4° 43' 54" West 107.21
 5 feet; North 44° 21' 13" West 81.04 feet; North 41° 36' 21"
 6 West 93.30 feet; South 89° 03' 42" West 125.00 feet; North
 7 23° 00' 07" West 100.96 feet; North 46° 28' 21" West 104.37
 8 feet; North 65° 35' 06" West 117.63 feet; South 79° 31' 35"
 9 West 108.00 feet; South 52° 10' 09" West 65.39 feet; South
 10 53° 14' 05" West 61.63 feet; North 65° 55' 02" West 78.25
 11 feet; North 52° 50' 37" West 116.83 feet; North 78° 08' 14"
 12 West 14.34 feet; to a point hereinafter referred to as Point
 13 6; thence along the following courses and distances: North
 14 60° 04' 12" West 38.68 feet; North 51° 50' 02" West 71.43
 15 feet; North 84° 52' 07" West 138.10 feet; South 46° 16' 22"
 16 West 49.36 feet to Point 7, said point being the beginning
 17 of a strip of land THIRTY TWO (32) feet wide, the side lines
 18 thereof being THIRTY TWO (22) feet Northerly and TEN (10)
 19 feet Southerly, measured at right angles, respectively, from
 20 said surveyed reference line; thence along the following
 21 courses and distances: North 79° 44' 41" West 62.40 feet;
 22 North 86° 59' 04" West 98.68 feet; North 65° 57' 44" West
 23 108.55 feet; North 85° 04' 22" West 104.92 feet to Point 8,
 24 said point being the beginning of a strip of land TWENTY (20)
 25 feet wide, the side lines thereof being TEN (10) feet Norther-
 26 ly and TEN (10) feet Southerly, measured at right angles,
 27 respectively, from said surveyed reference line; thence
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1 South 87° 37' 13" West 176.76 feet; thence South 84° 48' 08"
 2 West 64.74 feet to Point 9, said point being the beginning
 3 of a strip of land THIRTY TWO (32) feet wide, the side lines
 4 thereof being TWENTY TWO (22) feet southerly and TEN (10)
 5 feet northerly, measured at right angles, respectively, from
 6 said surveyed reference line; thence along the following
 7 courses and distances: South 58° 39' 20" West 87.89 feet;
 8 South 71° 39' 47" West 82.98 feet; South 62° 31' 01" West
 9 115.35 feet; North 68° 30' 39" West 82.42 feet; North 43°
 10 55' 59" West 112.60 feet; North 50° 36' 05" West 97.89 feet;
 11 North 66° 12' 30" West 78.28 feet; South 40° 56' 16" West
 12 78.76 feet; South 3° 00' 22" West 75.38 feet; South 63° 14'
 13 15" West 61.88 feet; North 78° 19' 25" West 97.10 feet; North
 14 78° 39' 19" West 157.29 feet; North 86° 40' 09" West 109.59
 15 feet; North 79° 44' 20" West 41.56 feet to a point hereinafter
 16 referred to as Point 10; thence along the following
 17 courses and distances: North 81° 50' 36" West 51.80 feet;
 18 North 82° 20' 55" West 133.76 feet; North 82° 15' 21" West
 19 124.62 feet; North 86° 53' 47" West 93.79 feet; South 82° 08'
 20 20" West 95.05 feet; South 56° 34' 01" West 77.05 feet; North
 21 79° 15' 52" West 108.54 feet; North 73° 54' 31" West 56.22
 22 feet to a point hereinafter referred to as Point 11; thence
 23 along the following courses and distances: North 73° 35' 41"
 24 West 74.46 feet; North 86° 27' 06" West 101.46 feet; North
 25 86° 31' 20" West 121.63 feet; North 68° 57' 31" West 119.27
 26 feet; North 86° 50' 39" West 141.66 feet; North 87° 55' 18"
 27 West 162.42 feet; North 87° 29' 15" West 179.11 feet to
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1 a point hereinafter referred to as Point 12, said point being
 2 the beginning of a strip of land TWENTY (20) feet wide, the
 3 side lines thereof being TEN (10) feet Northerly and TEN
 4 (10) feet Southerly, measured at right angles, respectively,
 5 from said surveyed reference line; thence along the follow-
 6 ing courses and distances: North 85° 41' 19" West 15.19 feet;
 7 North 85° 42' 52" West 9.92 feet; North 85° 48' 15" West
 8 261.28 feet; South 76° 44' 04" West 98.27 feet; South 52° 48'
 9 38" West 33.62 feet; South 23° 49' 46" West 23.18 feet to a
 10 point hereinafter referred to as Point 13, said point being
 11 the beginning of a strip of land THIRTY EIGHT (38) feet
 12 wide, the side lines thereof being TWENTY FIVE (25) feet
 13 Southerly and THIRTEEN (13) feet Northerly, measured at
 14 right angles, respectively, from said surveyed reference line;
 15 thence along the following courses and distances: South 43°
 16 49' 43" West 78.36 feet; South 27° 33' 27" West 51.94 feet;
 17 South 49° 18' 53" West 51.80 feet; South 74° 20' 58" West
 18 18.07 feet; North 67° 46' 18" West 44.17 feet; North 8° 07'
 19 24" West 51.97 feet to Point 14, said point being the begin-
 20 ning of a strip of land THIRTY TWO (32) feet wide, the side
 21 lines thereof being TWENTY TWO (22) feet Easterly and TEN
 22 (10) feet Westarly, measured at right angles, respectively,
 23 from said surveyed reference line; thence North 19° 51' 16"
 24 East 50.12 feet; thence North 8° 00' 43" East 71.68 feet to
 25 a point hereinafter referred to as Point 15, said point being
 26 the beginning of a strip of land THIRTY TWO (32) feet wide,
 27 the side lines thereof being TWENTY TWO (22) feet Southerly

and TEN (10) feet Northerly, measured at right angles, re-
 spectively, from said surveyed reference line; thence along
 the following courses and distances: North 48° 32' 15" West
 61.84 feet; North 79° 34' 48" West 32.82 feet; North 61° 38'
 19" West 39.79 feet; North 80° 25' 52" West 73.84 feet;
 North 78° 50' 30" West 106.34 feet; North 79° 51' 28" West
 103.35 feet to Point 16, said point being the beginning of
 a strip of land TWENTY (20) feet wide, the side lines thereof
 being TEN (10) feet Southerly and TEN (10) feet Northerly,
 measured at right angles, respectively, from said surveyed
 reference line; thence along the following courses and dis-
 tances: North 74° 42' 29" West 67.27 feet; North 74° 06' 28"
 West 164.52 feet; North 66° 38' 06" West 73.48 feet; North
 79° 22' 17" West 93.53 feet; North 85° 01' 51" West 16.25
 feet to Point 17, said point being the beginning of a strip
 of land FORTY THREE (43) feet wide, the side lines thereof
 being TWENTY EIGHT (28) feet Northerly and FIFTEEN (15) feet
 Southerly, measured at right angles, respectively, from said
 surveyed reference line; thence along the following courses
 and distances: South 60° 23' 03" West 40.83 feet; South 47°
 45' 19" West 44.12 feet; South 46° 06' 45" West 62.59 feet;
 South 45° 27' 54" West 65.67 feet; South 57° 35' 42" West
 71.78 feet; South 78° 29' 16" West 60.84 feet; North 89° 29'
 17" West 107.55 feet; South 84° 27' 03" West 106.73 feet;
 South 85° 39' 15" West 49.39 feet; North 84° 39' 01" West
 59.74 feet; North 76° 01' 34" West 44.89 feet to Point 18,
 said point being the beginning of a strip of land THIRTY TWO
 (32) feet wide, the side lines thereof being TWENTY TWO (22)

1 foot Northerly and TEN (10) feet Southerly, measured at
 2 right angles, respectively, from said surveyed reference
 3 line; thence along the following courses and distances:
 4 North 86° 53' 13" West 63.16 feet; North 77° 39' 33" West
 5 71.10 feet; North 69° 10' 07" West 53.15 feet; South 82° 52'
 6 57" West 88.49 feet; North 84° 13' 58" West 65.19 feet to a
 7 point hereinafter referred to as Point 19, said point being
 8 the beginning of a strip of land THIRTY TWO (32) feet wide,
 9 the side lines thereof being THIRTY TWO (32) feet Southerly,
 10 and TEN (10) feet Northerly, measured at right angles, re-
 11 spectively, from said surveyed reference line; thence along
 12 the following courses and distances: South 86° 32' 59" West
 13 60.69 feet; South 84° 12' 58" West 119.50 feet; North 83° 23'
 14 01" West 137.30 feet; North 69° 38' 16" West 67.62 feet; North
 15 75° 55' 49" West 77.75 feet; North 60° 43' 14" West 112.00
 16 feet; North 69° 29' 48" West 49.75 feet; North 84° 00' 31"
 17 West 157.63 feet; North 84° 59' 26" West 106.47 feet; North
 18 89° 01' 44" West 71.45 feet; South 75° 29' 54" West 63.50
 19 feet to Point 19A, said point being the beginning of a strip
 20 of land THIRTY TWO (32) feet wide, the side lines thereof
 21 being THIRTY TWO (32) feet Northerly and TEN (10) feet South-
 22 erly, measured at right angles, respectively, from said sur-
 23 veyed reference line; thence along the following courses and
 24 distances: South 76° 16' 14" West 167.24 feet; South 76° 01'
 25 48" West 39.94 feet; South 86° 41' 23" West 39.97 feet; South
 26 29° 10' 40" West 35.45 feet; South 13° 15' 43" West 32.51 feet;
 27 South 46° 17' 04" West 46.36 feet; South 69° 38' 14" West
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34.15 feet; South $89^{\circ} 51' 38''$ West 24.92 feet to a point
 hereinafter referred to as Point 20, said point being the
 beginning of a strip of land **THIRTY FOUR** (34) feet wide,
 the side lines thereof being **THIRTY THREE** (33) feet North-
 erly and **ELEVEN** (11) feet Southerly, measured at right angles,
 respectively, from said surveyed reference line; thence South
 $89^{\circ} 16' 29''$ West 48.53 feet; thence South $58^{\circ} 54' 41''$ West
 22.15 feet to a point hereinafter referred to as Point 21;
 thence along the following courses and distances: North 53°
 $16' 06''$ West 50.78 feet; North $66^{\circ} 37' 57''$ West 109.43 feet;
 North $46^{\circ} 35' 29''$ West 50.93 feet; North $27^{\circ} 25' 25''$ West
 55.20 feet; North $46^{\circ} 20' 16''$ West 30.41 feet; North $46^{\circ} 28'$
 $39''$ West 44.35 feet; North $65^{\circ} 58' 05''$ West 38.95 feet; North
 $69^{\circ} 51' 12''$ West 158.08 feet to a point hereinafter referred
 to as Point 22, said point being the beginning of a strip of
 land **THIRTY EIGHT** (38) feet wide, the side lines thereof
 being **THIRTY FIVE** (35) feet Northerly and **THIRTEEN** (13) feet
 Southerly, measured at right angles, respectively, from said
 surveyed reference line; thence along the following courses
 and distances: North $48^{\circ} 50' 04''$ West 52.20 feet; North 72°
 $01' 36''$ West 36.04 feet; North $79^{\circ} 22' 55''$ West 65.83 feet;
 South $82^{\circ} 09' 42''$ West 54.34 feet; South $66^{\circ} 16' 16''$ West
 96.07 feet; South $32^{\circ} 03' 14''$ West 105.51 feet; North $62^{\circ} 39'$
 $49''$ West 50.85 feet; North $56^{\circ} 43' 19''$ West 125.20 feet; North
 $25^{\circ} 49' 49''$ West 71.79 feet; North $26^{\circ} 09' 37''$ West 56.39
 feet; North $16^{\circ} 41' 07''$ West 60.68 feet; North $42^{\circ} 10' 46''$
 West 76.00 feet; North $64^{\circ} 26' 37''$ West 193.66 feet; North
 $57^{\circ} 02' 00''$ West 75.43 feet; North $74^{\circ} 48' 34''$ West 70.17

1 foot to a point hereinafter referred to as Point 23, said
 2 point being the beginning of a strip of land THIRTY FOUR
 3 (34) feet wide, the side lines thereof being TWENTY EIGHT
 4 (28) feet Northerly and ELEVEN (11) feet Southerly, measured
 5 at right angles, respectively, from said surveyed reference
 6 line; thence along the following courses and distances: South
 7 84° 41' 39" West 132.32 feet; North 69° 41' 46" West 52.21
 8 feet; South 47° 53' 34" West 49.13 feet; South 43° 34' 18"
 9 West 84.73 feet to a point hereinafter referred to as Point
 10 24, said point being the beginning of a strip of land THIRTY
 11 SIX (36) feet wide, the side lines thereof being TWENTY FOUR
 12 (24) feet Northerly and TWELVE (12) feet Southerly, measured
 13 at right angles, respectively, from said surveyed reference
 14 line; thence along the following courses and distances: South
 15 69° 09' 15" West 64.72 feet; North 67° 01' 57" West 74.77
 16 feet; South 69° 12' 07" West 74.55 feet; South 64° 56' 46"
 17 West 181.35 feet; South 70° 34' 50" West 40.63 feet; North
 18 35° 22' 33" West 27.18 feet; North 4° 03' 58" West 74.70 feet;
 19 North 36° 07' 23" West 67.04 feet; North 23° 11' 49" West
 20 116.70 feet; North 47° 16' 38" West 151.54 feet; North 47°
 21 23' 50" West 161.20 feet; North 45° 52' 58" West 183.70 feet;
 22 North 44° 13' 19" West 82.27 feet; North 49° 26' 08" West
 23 119.50 feet to Point 24A, said point being the beginning of
 24 a strip of land THIRTY SIX (36) feet wide, the side lines
 25 thereof being TWENTY FOUR (24) feet Southerly and TWELVE (12)
 26 feet Northerly, measured at right angles, respectively, from
 27 said surveyed reference line; thence along the following
 28 courses and distances: South 72° 09' 05" West 50.45 feet;

1 South 33° 00' 32" West 80.09 feet; South 23° 14' 28" West
 2 75.67 feet; South 84° 19' 53" West 100.68 feet; South 76°
 3 31' 43" West 92.01 feet; South 73° 17' 23" West 136.55 feet
 4 to Point 14B, said point being the beginning of a strip of
 5 land THIRTY SIX (36) feet wide, the side lines thereof being
 6 TWENTY FOUR (24) feet Northerly and TWELVE (12) feet South-
 7 erly, measured at right angles, respectively, from said sur-
 8 veyed reference line; thence along the following courses and
 9 distances: North 68° 06' 16" West 106.31 feet; North 41° 34'
 10 02" West 84.00 feet; North 45° 25' 43" West 63.26 feet; North
 11 30° 23' 59" West 177.51 feet; North 32° 39' 19" West 60.96
 12 feet; North 67° 09' 21" West 56.21 feet; South 85° 52' 11"
 13 West 61.50 feet; South 82° 32' 20" West 40.97 feet; South
 14 84° 39' 33" West 48.55 feet; South 66° 47' 03" West 69.18
 15 feet; South 63° 05' 48" West 42.39 feet; South 59° 14' 50"
 16 West 60.00 feet, more or less, to Point 1A, referred to in
 17 the description of the land hereinabove described and des-
 18 igned as PARCEL A-2.
 19
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22 EXCEPTING THEREFROM that portion thereof lying within
 23 said PARCEL A-2.
 24

25 ALSO EXCEPTING THEREFROM that portion thereof lying
 26 within said PARCEL B-1.
 27

28 PARCEL B-4;
 29

30 A strip of land of varying width, the surveyed reference
 31 line of which is hereinafter described, lying within said
 32 Rancho Miguel.

The surveyed reference line of said strip of land of varying width is described as follows:

Beginning at Point 4A, referred to in the description of the land hereinabove described and designated as PARCEL A-2, said point being the beginning of a strip of land THIRTY FOUR (34) feet wide, the side lines thereof being TWENTY THREE (23) feet Easterly and ELEVEN (11) feet Westerly, measured at right angles, respectively, from said surveyed reference line; thence along the following courses and distances: North 41° 30' 03" East 31.36 feet; North 18° 00' 32" East 109.62 feet; North 15° 16' 19" East 69.29 feet; North 32° 44' 05" East 116.71 feet; North 5° 56' 50" West 54.14 feet to Point 1, said point being the beginning of a strip of land SEVENTY SEVEN (77) feet wide, the side lines thereof being FIFTY TWO (52) feet Easterly and TWENTY FIVE (25) feet Westerly, measured at right angles, respectively, from said surveyed reference line; thence North 20° 35' 18" West 65.98 feet; thence North 23° 40' 01" West 48.40 feet to Point 2, said point being the beginning of a strip of land THIRTY FOUR (34) feet wide, the side lines thereof being TWENTY THREE (23) feet Northeastern and ELEVEN (11) feet Southwestern, measured at right angles, respectively, from said surveyed reference line; thence along the following courses and distances: North 4° 18' 21" West 22.30 feet; North 13° 18' 50" West 49.34 feet; North 83° 42' 58" West 75.24 feet to Point 3, said point being the beginning of a strip of land SEVENTY SEVEN (77) feet wide, the side lines thereof being FIFTY TWO (52) feet Northeastern and TWENTY FIVE (25) feet Southwestern, measured at right angles,

1 respectively, from said surveyed reference line; thence North
 2 49° 56' 01" West 38.22 feet; thence North 49° 49' 32" West
 3 79.69 feet to Point 4, said point being the beginning of a
 4 strip of land TWENTY (20) feet wide, the side lines thereof
 5 being TEN (10) feet Northerly and TEN (10) feet Southerly,
 6 measured at right angles, respectively, from said surveyed
 7 reference line; thence along the following courses and dis-
 8 tances: South 74° 54' 59" West 68.63 feet; North 59° 31' 51"
 9 West 47.32 feet; North 38° 55' 36" West 49.78 feet; to a point
 10 hereinafter referred to as Point 5, said point being the begin-
 11 ning of a strip of land SEVENTY SEVEN (77) feet wide, the
 12 side lines thereof being FIFTY TWO (52) feet Southerly and
 13 TWENTY FIVE (25) feet Northerly, measured at right angles,
 14 respectively, from said surveyed reference line; thence North
 15 60° 03' 35" West 71.63 feet; thence North 61° 26' 37" West
 16 44.26 feet to Point 6, said point being the beginning of a
 17 strip of land TWENTY (20) feet wide, the side lines thereof
 18 being TEN (10) feet Northerly and TEN (10) feet Southerly,
 19 measured at right angles, respectively, from said surveyed
 20 reference line; thence South 53° 13' 00" West 37.05 feet;
 21 thence North 71° 19' 04" West 33.32 feet to Point 7, said
 22 point being the beginning of a strip of land FORTY SIX (46)
 23 feet wide, the side lines thereof being THIRTY (30) feet
 24 Southerly and SIXTEEN (16) feet Northerly, measured at right
 25 angles, respectively, from said surveyed reference line; th-
 26 ence along the following courses and distances: North 60° 03'
 27 10" West 63.60 feet; North 64° 18' 04" West 53.26 feet; South
 28 82° 51' 23" West 53.56 feet to Point 8, said point being the
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beginning of a strip of land SEVENTY SEVEN (77) feet wide,
 the side lines thereof being FIFTY TWO (52) feet Westerly
 and TWENTY FIVE (25) feet Easterly, measured at right angles,
 respectively, from said surveyed reference line; thence North
 12° 40' 33" West 40.57 feet; thence North 12° 38' 29" East
 40.71 feet; to a point hereinafter referred to as Point 9,
 said point being the beginning of a strip of land SIXTY FOUR
 (64) feet wide, the side lines thereof being FORTY TWO (42)
 feet Southerly and TWENTY TWO (22) feet Northerly, measured
 at right angles, respectively, from said surveyed reference
 line; thence along the following courses and distances; North
 83° 51' 39" West 84.23 feet; South 31° 20' 39" West 22.13
 feet; South 76° 34' 47" West 40.56 feet; North 70° 38' 41"
 West 29.45 feet; North 32° 03' 19" West 27.94 feet to Point
 10, said point being the beginning of a strip of land FORTY
 SIX (46) feet wide, the side lines thereof being THIRTY (30)
 feet Southerly and SIXTEEN (16) feet Northerly, measured at
 right angles, respectively, from said surveyed reference line;
 thence along the following courses and distances; North 49°
 29' 10" West 71.44 feet; South 75° 55' 29" West 16.64 feet;
 South 81° 55' 17" West 30.14 feet; North 88° 35' 40" West
 29.83 feet; North 49° 03' 38" West 23.71 feet; North 49° 32'
 35" West 47.25 feet to Point 11, said point being the begin-
 ning of a strip of land TWENTY (20) feet wide, the side lines
 thereof being TEN (10) feet Northerly and TEN (10) feet South-
 erly, measured at right angles, respectively, from said sur-
 veyed reference line; thence along the following courses and
 distances; North 89° 54' 23" West 67.02 feet; North 77° 43'

59° West 27.71 feet; North 85° 58' 06" West 30.39 feet; North
 54° 48' 13" West 80.03 feet; North 15° 16' 22" West 77.54
 feet; to a point hereinafter referred to as Point 12, said
 point being the beginning of a strip of land THIRTY FOUR (34)
 feet wide, the side lines thereof being TWENTY THREE (23)
 feet southeasterly and ELEVEN (11) feet northwesterly, mea-
 sured at right angles, respectively, from said surveyed
 reference line; thence along the following courses and dis-
 tances: South 89° 14' 48" West 55.47 feet; South 52° 20' 06"
 West 64.17 feet; South 88° 08' 27" West 82.00 feet; South 79°
 25' 03" West 95.82 feet; North 75° 05' 37" West 126.25 feet;
 North 62° 06' 48" West 220.73 feet; North 62° 46' 44" West
 255.06 feet; North 62° 47' 20" West 234.25 feet; North 61°
 25' 00" West 194.60 feet; North 82° 59' 45" West 24.83 feet;
 South 41° 37' 14" West 28.77 feet; South 17° 57' 16" West
 82.72 feet; South 19° 45' 59" West 52.98 feet; South 16° 04'
 56" West 81.28 feet; South 52° 34' 57" West 34.28 feet; North
 79° 30' 02" West 37.47 feet; North 79° 55' 07" West 35.44
 feet, more or less, to a point in the center line of said
 Miguel Road, 60 feet wide, as described in Book 5153, Page
 468 of Official Records in the office of the County Recorder
 of said Orange County, said point being South 20° 48' 07" West
 169.13 feet from Point "A", referred to in the description of
 the land hereinabove described and designated as PARCEL 1.

EXCEPTING THEREFROM that portion thereof lying within
 said PARCEL A-2.

1 **ALSO EXCEPTING THEREFROM** that portion thereof lying
 2 within said Miguel Road.

3
 4 **PARCEL B-3;**

5 A strip of land **THIRTY TWO (32)** feet wide, the side
 6 lines thereof being **THIRTY TWO (32)** feet Southeasterly and
 7 **TEN (10)** feet Northwesterly, measured at right angles, re-
 8 spectively, from the surveyed reference line which is here-
 9 inafter described, lying within said Section 3.

10 The surveyed reference line of said strip of land **THIRTY**
 11 **TWO (32)** feet wide is described as follows:

12 Beginning at Point 1, referred to in the description of
 13 the land hereinabove described and designated as **PARCEL B-3;**
 14 thence along the following courses and distances: South **46°**
 15 **14' 32" West 50.71 feet;** South **48° 41' 47" West 76.48 feet;**
 16 South **48° 43' 12" West 59.13 feet;** South **53° 36' 43" West**
 17 **48.46 feet;** South **63° 03' 01" West 34.88 feet;** South **72° 14'**
 18 **25" West 36.06 feet;** South **83° 30' 23" West 37.02 feet.**

19 **EXCEPTING THEREFROM** that portion thereof lying within
 20 said **PARCEL B-3.**

21
 22 **PARCEL B-4;**

23 A strip of land **THIRTY SIX (36)** feet wide, the side lines
 24 thereof being **THIRTY FOUR (24)** feet Westerly and **TWELVE (12)**
 25 feet Easterly, measured at right angles, respectively, from
 26 the surveyed reference line which is hereinafter described.
 27 lying within said Section 3.

The surveyed reference line of said strip of land THIRTY SIX (36) feet wide is described as follows:

Beginning at Point 3, referred to in the description of the land hereinabove described and designated as PARCEL B-3; thence South $22^{\circ} 47' 30''$ East 17.63 feet; thence South $8^{\circ} 37' 01''$ East 10.17 feet.

RESERVING THEREFROM that portion thereof lying within said PARCEL B-3.

PARCEL B-7:

A strip of land THIRTY TWO (32) feet wide, the side lines thereof being TWENTY TWO (22) feet Westerly and TEN (10) feet Easterly, measured at right angles, respectively, from the surveyed reference line which is hereinafter described, lying within said Section 2.

The surveyed reference line of said strip of land THIRTY TWO (32) feet wide is described as follows:

Beginning at Point 4, referred to in the description of the land hereinabove described and designated as PARCEL B-1; thence along the following courses and distances: South $17^{\circ} 04' 11''$ East 26.61 feet; South $6^{\circ} 02' 01''$ East 14.93 feet; South $39^{\circ} 08' 15''$ East 28.37 feet to Point 4A, said point being the beginning of a strip of land THIRTY TWO (32) feet wide, the side lines thereof being TWENTY TWO (22) feet North-erly and TEN (10) feet Southerly, measured at right angles, respectively, from said surveyed reference line; thence South

1 79° 08' 24" East 40.28 feet.

2
3 EXCEPTING THEREFROM that portion thereof lying within
4 said PARCEL B-3.

5
6 PARCEL B-3:

7 A strip of land THIRTY FOUR (34) feet wide, the side
8 lines thereof being TWENTY THREE (23) feet Westerly and ELEVEN
9 (11) feet Easterly, measured at right angles, respectively,
10 from the surveyed reference line which is hereinafter des-
11 cribed, lying within said Section 3.

12
13 The surveyed reference line of said strip of land THIRTY
14 FOUR (34) feet wide is described as follows:

15
16 Beginning at Point 5, referred to in the description of
17 the land hereinabove described and designated as PARCEL B-3;
18 thence South 20° 32' 44" West 14.96 feet; thence South 16°
19 27' 21" West 54.44 feet to Point 5A, said point being the
20 beginning of a strip of land THIRTY FOUR (34) feet wide, the
21 side lines thereof being TWENTY THREE (23) feet Easterly and
22 ELEVEN (11) feet Southerly, measured at right angles, respect-
23 ively, from said surveyed reference line; thence South 61° 23'
24 19" East 27.47 feet.

25
26 EXCEPTING THEREFROM that portion thereof lying within
27 said PARCEL B-3.

28
29 PARCEL B-3:

30
31 A strip of land FORTY THREE (43) feet wide, the side lines
32

thereof being ~~TWENTY~~ ~~EIGHT~~ (28) feet Northerly, and ~~FIFTY~~
 (18) feet Southerly, measured at right angles, respectively,
 from the surveyed reference line which is hereinafter des-
 cribed, lying within said Section 1.

The surveyed reference line of said strip of land ~~FOURTY~~
~~THREE~~ (43) feet wide is described as follows:

Beginning at Point 6, referred to in the description of
 the land hereinabove described and designated as PARCEL B-3;
 thence North $73^{\circ} 45' 21''$ West 40.43 feet; thence South 85°
 $30' 01''$ West 54.23 feet.

~~EXCEPTING THEREFROM~~ that portion thereof lying within
 said PARCEL B-3.

PARCEL B-10:

A strip of land ~~TWENTY~~ (20) feet wide, the side lines
 thereof being TEN (10) feet Northeasterly and TEN (10) feet
 Southeasterly, measured at right angles, respectively, from
 the surveyed reference line which is hereinafter described,
 lying within said Section 1.

The surveyed reference line of said strip of land
~~TWENTY~~ (20) feet wide is described as follows:

Beginning at Point 10, referred to in the description of
 the land hereinabove described and designated as PARCEL B-3;
 thence South $32^{\circ} 12' 31''$ West 50.16 feet; thence South 20°
 $37' 41''$ West 48.39 feet.

EXCEPTING THEREFROM that portion thereof lying within said PARCEL B-3.

PARCEL B-11:

A strip of land TWENTY (20) feet wide, the side lines thereof being TEN (10) feet Easterly and TEN (10) feet West-
erly, measured at right angles, respectively, from the surveyed
reference line which is hereinafter described, lying within
said Section 3.

The surveyed reference line of said strip of land TWENTY
(20) feet wide is described as follows:

Beginning at Point 11, referred to in the description of
the land hereinabove described and designated as PARCEL B-3;
thence South 13° 52' 55" West 46.82 feet; thence South 0° 22'
16" West 77.06 feet.

EXCEPTING THEREFROM that portion thereof lying within
said PARCEL B-3.

PARCEL B-12:

A strip of land THIRTY TWO (32) feet wide, the side lines
thereof being TWENTY TWO (22) feet Easterly and TEN (10) feet
Southerly, measured at right angles, respectively, from the
surveyed reference line which is hereinafter described, lying
within said Section 3.

The surveyed reference line of said strip of land THIRTY
TWO (32) feet wide is described as follows:

Beginning at Point 12, referred to in the description of the land hereinabove described and designated as PARCEL B-3; thence along the following courses and distances: North $81^{\circ} 56' 52''$ East 77.97 feet; North $72^{\circ} 29' 44''$ East 81.88 feet; North $77^{\circ} 02' 41''$ East 71.32 feet.

~~EXCEPTING THEREFROM~~ that portion thereof lying within said PARCEL B-3.

PARCEL B-13:

A strip of land THIRTY FOUR (34) feet wide, the side lines thereof being THIRTY THREE (33) feet Easterly, and ELEVEN (11) feet Westerly, measured at right angles, respectively, from the surveyed reference line which is hereinabove described, lying within said Section 4.

The surveyed reference line of said strip of land THIRTY FOUR (34) feet wide is described as follows:

Beginning at Point 13, referred to in the description of the land hereinabove described and designated as PARCEL B-3; thence North $5^{\circ} 12' 45''$ East 43.50 feet; thence North $4^{\circ} 38' 44''$ East 39.39 feet.

~~EXCEPTING THEREFROM~~ that portion thereof lying within said PARCEL B-3.

PARCEL B-14:

A strip of land THIRTY TWO (32) feet wide, the side lines thereof being THIRTY TWO (32) feet Northeasterly and TEN (10)

1 feet Southwesterly, measured at right angles, respectively,
2 from the surveyed reference line which is hereinafter des-
3 cribed, lying within said Section 4.

4
5 The surveyed reference line of said strip of land
6 **THIRTY TWO (32) feet wide is described as follows:**

7
8 Beginning at Point 19, referred to in the description of
9 the land hereinabove described and designated as **PARCEL B-3;**
10 thence along the following courses and distances: South 18°
11 03' 10" East 40.85 feet; South 27° 06' 45" East 43.89 feet;
12 South 22° 33' 22" East 40.53 feet; South 27° 58' 50" East
13 38.96 feet; South 30° 09' 39" East 40.54 feet.

14
15 ~~EXCEPTING THEREFROM~~ that portion thereof lying within
16 said **PARCEL B-3.**

17
18 **PARCEL B-15;**

19
20 A strip of land **THIRTY SIX (36) feet wide, the side**
21 **lines thereof being THIRTY FOUR (34) feet Easterly and TWELVE**
22 **(12) feet Westerly, measured at right angles, respectively,**
23 **from the surveyed reference line which is hereinafter described,**
24 **lying within said Rancho Miguel.**

25
26 The surveyed reference line of said strip of land **THIRTY**
27 **SIX (36) feet wide is described as follows:**

28
29 Beginning at Point 20, referred to in the description of
30 the land hereinabove described and designated as **PARCEL B-3;**
31 thence along the following courses and distances: North 27°
32 30' 15" East 33.06 feet; North 3° 48' 34" East 43.76 feet;

North 7° 44' 35" East 42.68 feet; North 6° 21' 47" East
15.81 feet.

~~EXCEPTING THEREFROM~~ that portion thereof lying within
said PARCEL B-1.

PARCEL B-16:

A strip of land THIRTY SIX (36) feet wide, the side
lines thereof being TWENTY FOUR (24) feet Easterly and TWELVE
(12) feet Westerly, measured at right angles, respectively,
from the surveyed reference line which is hereinafter des-
cribed, lying within said Rancho Miguel.

The surveyed reference line of said strip of land THIRTY
SIX (36) feet wide is described as follows:

Beginning at Point 21, referred to in the description of
the land hereinabove described and designated as PARCEL B-3;
thence along the following courses and distances: South 25°
16' 16" East 48.23 feet; South 21° 03' 05" West 48.11 feet;
South 24° 18' 11" East 67.13 feet.

~~EXCEPTING THEREFROM~~ that portion thereof lying within
said PARCEL B-3.

PARCEL B-17:

A strip of land THIRTY FOUR (34) feet wide, the side
lines thereof being TWENTY THREE (23) feet Easterly and ELEVEN
(11) feet Westerly, measured at right angles, respectively,
from the surveyed reference line which is hereinafter des-

cribed, lying within said Rancho Miguel.

The surveyed reference line of said strip of land
THIRTY FOUR (34) feet wide is described as follows:

Beginning at Point 22, referred to in the description of
the land hereinabove described and designated as PARCEL B-3;
thence along the following courses and distances: South 63°
38' 18" West 47.25 feet; South 19° 37' 27" West 44.32 feet;
South 19° 31' 18" West 37.13 feet; South 70° 28' 21" West
28.12 feet; North 89° 45' 33" West 21.28 feet.

EXCEPTING THEREFROM that portion thereof lying within
said PARCEL B-3.

PARCEL B-18:

A strip of land THIRTY FOUR (34) feet wide, the side
lines thereof being THIRTY THREE (23) feet Northeasterly and
ELEVEN (11) feet Southwesterly, measured at right angles, re-
spectively, from the surveyed reference line which is herein-
after described, lying within said Rancho Miguel.

The surveyed reference line of said strip of land THIRTY
FOUR (34) feet wide is described as follows:

Beginning at Point 23, referred to in the description of
the land hereinabove described and designated as PARCEL B-3;
thence North 35° 36' 34" West 33.02 feet; thence North 45°
01' 27" West 47.59 feet.

EXCEPTING THEREFROM that portion thereof lying within
said PARCEL B-3.

PARCEL B-19:

A strip of land **THIRTY FOUR** (34) feet wide, the side lines thereof being **TWENTY THREE** (23) feet Northerly and **ELEVEN** (11) feet Southerly, measured at right angles, respectively, from the surveyed reference line which is hereinafter described, lying within said Rancho Miguel.

The surveyed reference line of said strip of land **THIRTY FOUR** (34) feet wide is described as follows:

Beginning at Point 24, referred to in the description of the land heretofore described and designated as **PARCEL B-3**; thence South $61^{\circ} 42' 21''$ East 49.79 feet; thence South $61^{\circ} 43' 46''$ East 72.71 feet.

EXCEPTING THEREFROM that portion thereof lying within said **PARCEL B-3**.

PARCEL B-20:

A strip of land **THIRTY EIGHT** (38) feet wide, the side lines thereof being **TWENTY FIVE** (25) feet Westerly and **THIRTEEN** (13) feet Easterly, measured at right angles, respectively, from the surveyed reference line which is hereinafter described, lying within said Rancho Miguel.

The surveyed reference line of said strip of land **THIRTY EIGHT** (38) feet wide is described as follows:

Beginning at Point 1A, referred to in the description of the land heretofore described and designated as **PARCEL A-3**;

thence along the following courses and distances: South 18° 24' 06" West 46.53 feet; South 25° 19' 29" West 74.27 feet; South 23° 30' 38" West 82.53 feet; South 31° 43' 13" West 69.47 feet; South 24° 28' 33" East 172.85 feet, more or less, to Point 1A, referred to in the description of the land hereinabove described and designated as PARCEL A-2.

~~RESERVING THEREFROM~~ that portion thereof lying within said PARCEL A-2.

PARCEL B-11:

A strip of land TWENTY (20) feet wide, the side lines thereof being TEN (10) feet Northerly and TEN (10) feet Southerly, measured at right angles, respectively, from the surveyed reference line which is hereinafter described, lying within said Rancho Miguel.

The surveyed reference line of said strip of land TWENTY (20) feet wide is described as follows:

Beginning at Point 9, referred to in the description of the land hereinabove described and designated as PARCEL B-6; thence along the following courses and distances: South 2° 06' 01" East 41.55 feet; South 41° 50' 49" East 66.16 feet; South 00° 18' 26" East 63.60 feet; South 76° 31' 15" East 25.68 feet.

~~RESERVING THEREFROM~~ that portion thereof lying within said PARCEL B-4.

PARCEL B-22:

A strip of land **THIRTY EIGHT (38)** feet wide, the side lines thereof being **THIRTY FIVE (35)** feet Southeasterly and **THIRTYTHREE (33)** feet Northeasterly, measured at right angles, respectively, from the surveyed reference line which is hereinafter described, lying within said Rancho Miguel.

The surveyed reference line of said strip of land **THIRTY EIGHT (38)** feet wide is described as follows:

Beginning at Point 9, referred to in the description of the land hereinabove described and designated as **PARCEL B-4**, thence along the following courses and distances: North $58^{\circ} 29' 16''$ West 69.60 feet; North $63^{\circ} 46' 45''$ West 74.15 feet; North $56^{\circ} 28' 39''$ West 41.10 feet; North $51^{\circ} 54' 50''$ West 59.04 feet; North $75^{\circ} 24' 28''$ West 53.09 feet.

~~EXCEPTING THEREFROM~~ the portion thereof lying within said **PARCEL B-4**.

PARCEL B-23:

A strip of land **THIRTY SIX (36)** feet wide, the side lines thereof being **THIRTY FOUR (34)** feet Westerly and **THIRTYE (32)** feet Easterly, measured at right angles, respectively, from the surveyed reference line which is hereinafter described, lying within said Rancho Miguel.

The surveyed reference line of said strip of land **THIRTY SIX (36)** feet wide is described as follows:

Beginning at Point 12, referred to in the description of the land hereinabove described and designated as PARCEL B-4, thence along the following courses and distances: South 17° 08' 19" West 34.84 feet; South 7° 08' 43" East 66.93 feet; South 7° 48' 04" East 100.61 feet; South 3° 00' 05" East 69.22 feet; South 50° 23' 18" East 33.71 feet; North 83° 40' 34" East 44.30 feet; North 83° 19' 18" East 66.92 feet; to a point hereinafter referred to as Point 1A, said point being the beginning of a strip of land THIRTY SIX (36) feet wide, the side lines thereof being TWENTY FOUR (24) feet southerly and TWELVE (12) feet northerly, measured at right angles, respectively, from said surveyed reference line; thence North 80° 28' 56" East 47.77 feet; thence North 69° 03' 11" East 41.01 feet.

EXCEPTING THEREFROM that portion thereof lying within said PARCEL B-4,

PARCEL B-24:

A strip of land FORTY (40) feet wide, the side lines thereof being THIRTY SIX (36) feet southwesterly and FOURTEEN (14) feet northeasterly, measured at right angles, respectively, from the surveyed reference line which is hereinafter described, lying within said Rancho Miguel.

The surveyed reference line of said strip of land FORTY (40) feet wide is described as follows:

Beginning at Point 1A, referred to in the description of

the land hereinafore described and designated as PARCEL 2-23;
 thence South 48° 55' 15" East 41.60 feet; thence North 60°
 35' 25" East 47.37 feet.

EXCEPTING THEREFROM that portion thereof lying within
 said PARCEL 2-23.

LET THE FOREGOING JUDGMENT AND ORDER BE ENTERED.

DATED: Nov. 1, 1966.

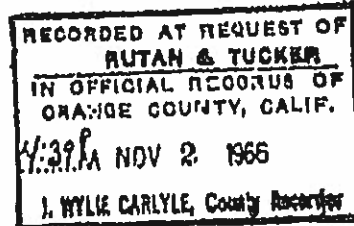
Wm. S. Lee
 JUDGE OF THE SUPERIOR COURT

APPROVED AS TO FORM:

ROLLIN E. WOODBURY and
 TOM P. GILFOY

By 10: P. GILFOY

Attorneys for Plaintiff
 SOUTHERN CALIFORNIA EDISON
 COMPANY



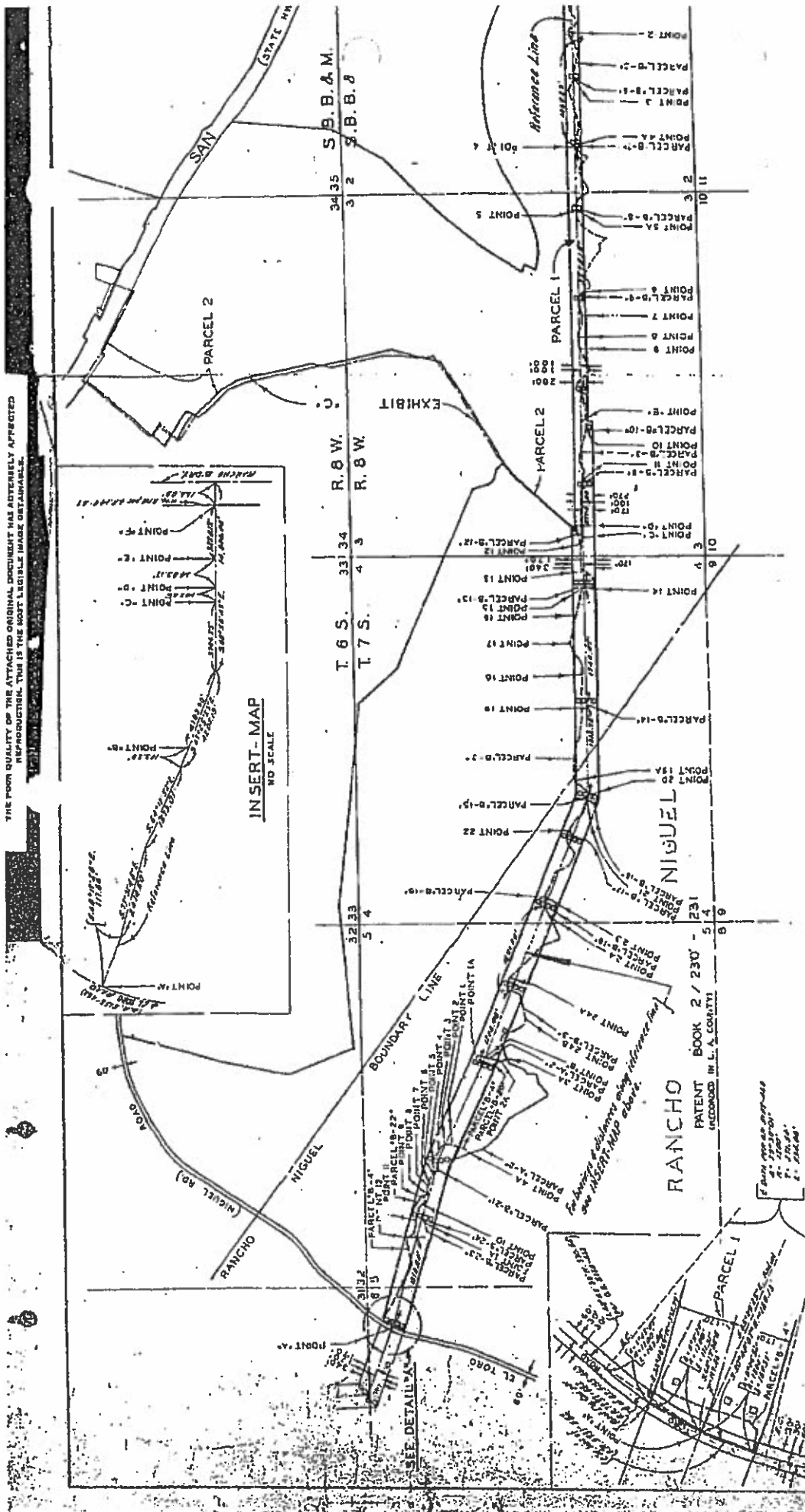
F. J. Foy
 F. J. Foy
 Attorneys for Defendants,
 FIRST WESTERN BANK AND TRUST
 COMPANY, HELLIE GAIL MOULTON,
 and LOUISE M. WIDEMAN

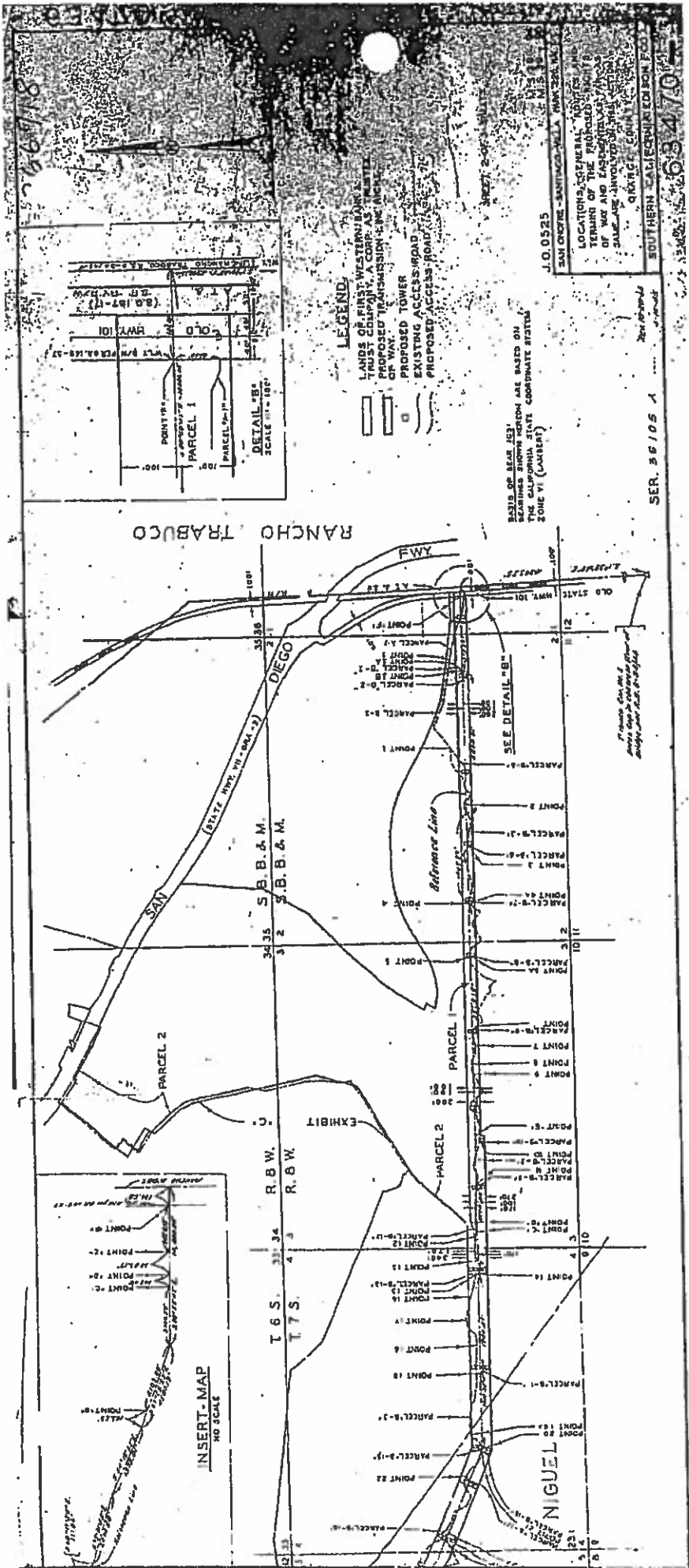
\$29.60

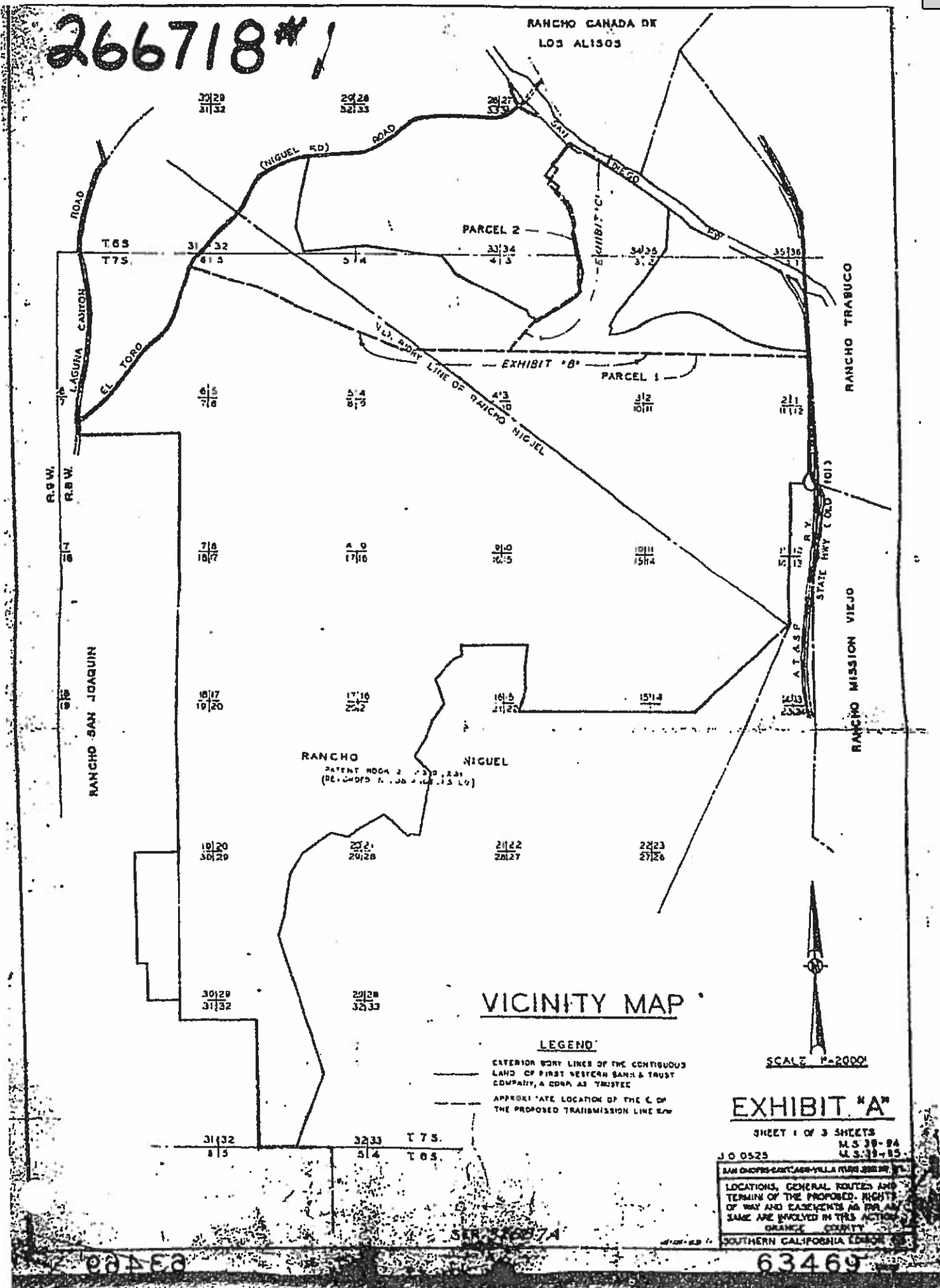
Arnold J. Valieri
 Arnold J. Valieri
 of Kindel & Anderson
 Attorneys for Defendants,
 FIRST WESTERN BANK AND TRUST
 COMPANY, CHARLOTTE GAIL MATHIS,
 GLENN E. MATHIS, LEWIS M. MATHIS,
 JANE C. HARNES, and GLENN E.
 MATHIS, JR.

THIS INSTRUMENT IS A DIRECT COPY OF THE ORIGINAL ON
 FILE IN THIS OFFICE.

W. E. B. J. 11414
 County Clerk and Clerk of the
 Superior Court of the State of California in and for
 the County of Orange
 by Helena White Deputy







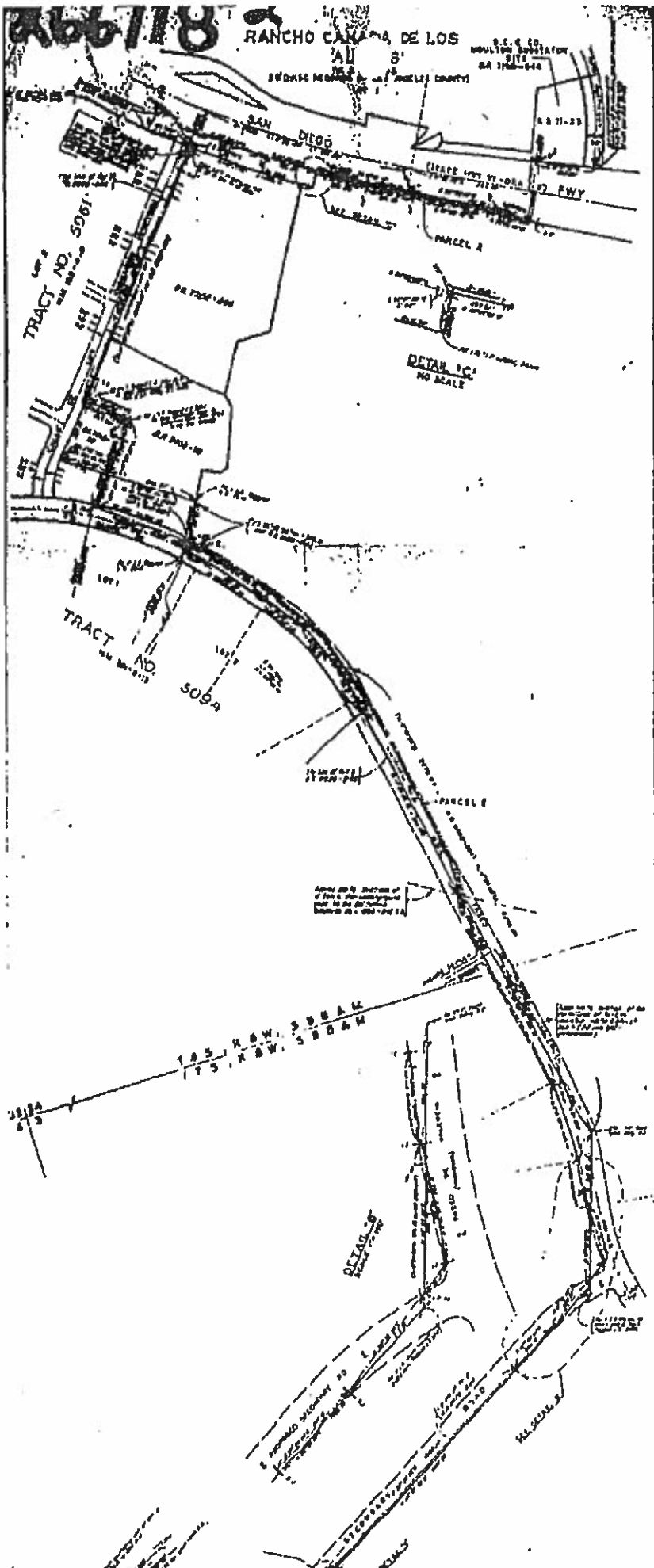




EXHIBIT "C"**THE SITE & COMMUNICATION FACILITIES**

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REVIEWED
By Greg Dennis at 11:17 am, Jan 08, 2018

By Greg Dennis at 11:17 am, Jan 08, 2018

SAN ONOFRE/SANTIAGO #2 M19-T3 220KV BUILT 1968

MTX 55/ BSC 18

MCE

EAST OF EL CONEJO PARK

LAGUNA HILLS, CA 92653

(25563 LA PAZ RD.)

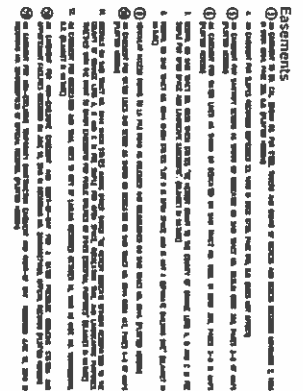
NCD PROJECT

SHEET	DESCRIPTION	REV
1-1	TITLE SHEET	2
1-2	GENERAL NOTES AND SPECIFICATIONS	2
1-3	UTILITY EXHIBITS "A" AND "B"	2
C-1	HYDROLOGIC SURVEY	2
C-2	HYDROLOGIC SURVEY	2
C-3	HYDROLOGIC SURVEY	2
GP-1	CRACKING NOTES	2
GP-2	CRACKING PLAN	2
A-1	PAVE PLAN	2
A-2	SITE PLAN & DRAINAGE PLAN	2
A-3	DETAILED SITE PLAN AND ANTIWASH PLAN	2
A-4	EDGEMOINT PLAN AND DRAINAGE PLAN	2
A-5	WORTH ELEVATIONS	2
A-6	SOOTH ELEVATIONS	2
A-7	WEST ELEVATIONS	2
A-8	EAST ELEVATIONS	2
A-9	SITE CROSS SECTION	2
D-1	DETAILS	2
D-2	DETAILS	2
D-3	DETAILS	2
D-4	DETAILS	2
D-5	DETAILS	2
D-6	RETENTION & RAIL JUMP SPECIFICATIONS	2
E-1	ELECTRICAL NOTES AND SPECIFICATIONS	2
E-2	ELECTRICAL SITE PLAN	2
E-3	SINGLE LINE DIAGRAM	2
E-4	DRAINAGE PLANS	2
E-5	ELECTRICAL DETAILS	2
E-6	PIPE ANALYSIS	2
E-7	POWER DESIGN	2
1-1	SITE PLAN	2
1-2	PROPOSED PLAN	2
1-3	PROPOSED DETAILS	2
1-4	PLUMBING PLAN	2
1-5	STRUCTURAL NOTES	2
1-6	CRACK RETAINING WALL PLAN AND CHAIN WALL DETAILS	2
1-7	CRACK RETAINING WALL DETAILS	2
CONSTRUCTION DRAWINGS		

Packet Pg. 162

Packet Pg. 163





SPRINK BT	CHANGED BY	ISSUE DATE
HP	MC	03/14/14

SHEET NUMBER

C-1

SHEET 1 OF 3

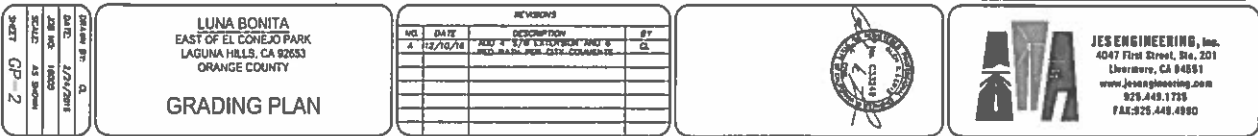






15. The corporation might be required to have the old equipment sold within the time of liquidation and the proceeds from the sale be paid over to the liquidator rather than being sent to the shareholders. The sale of the equipment might require that the liquidator be able to provide the necessary expertise to sell the equipment. The liquidator would be able to provide the necessary expertise to sell the equipment.
16. The liquidator would be responsible for determining the value of the equipment and for selling it. The liquidator would be responsible for determining the value of the equipment and for selling it. The liquidator would be responsible for determining the value of the equipment and for selling it.
17. The liquidator would be responsible for determining the value of the equipment and for selling it. The liquidator would be responsible for determining the value of the equipment and for selling it. The liquidator would be responsible for determining the value of the equipment and for selling it.
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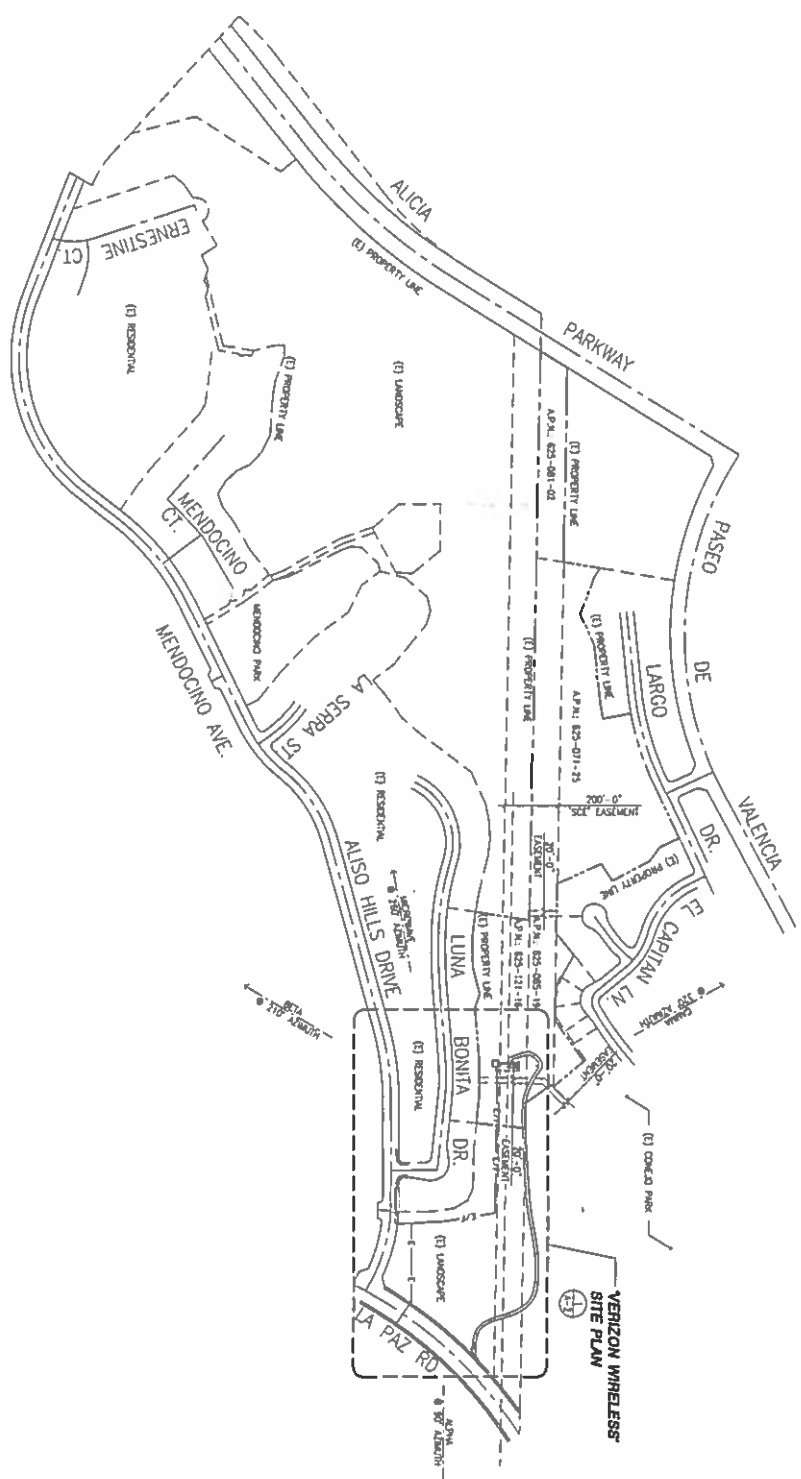


NOTE: THE ORIGIN SITE OF THIS PLAN IS 1" = 10'. SCALE BAR IS NOT VALID FOR REDUCED OR ENLARGED SHEET SIZE

PLOT PLAN

1

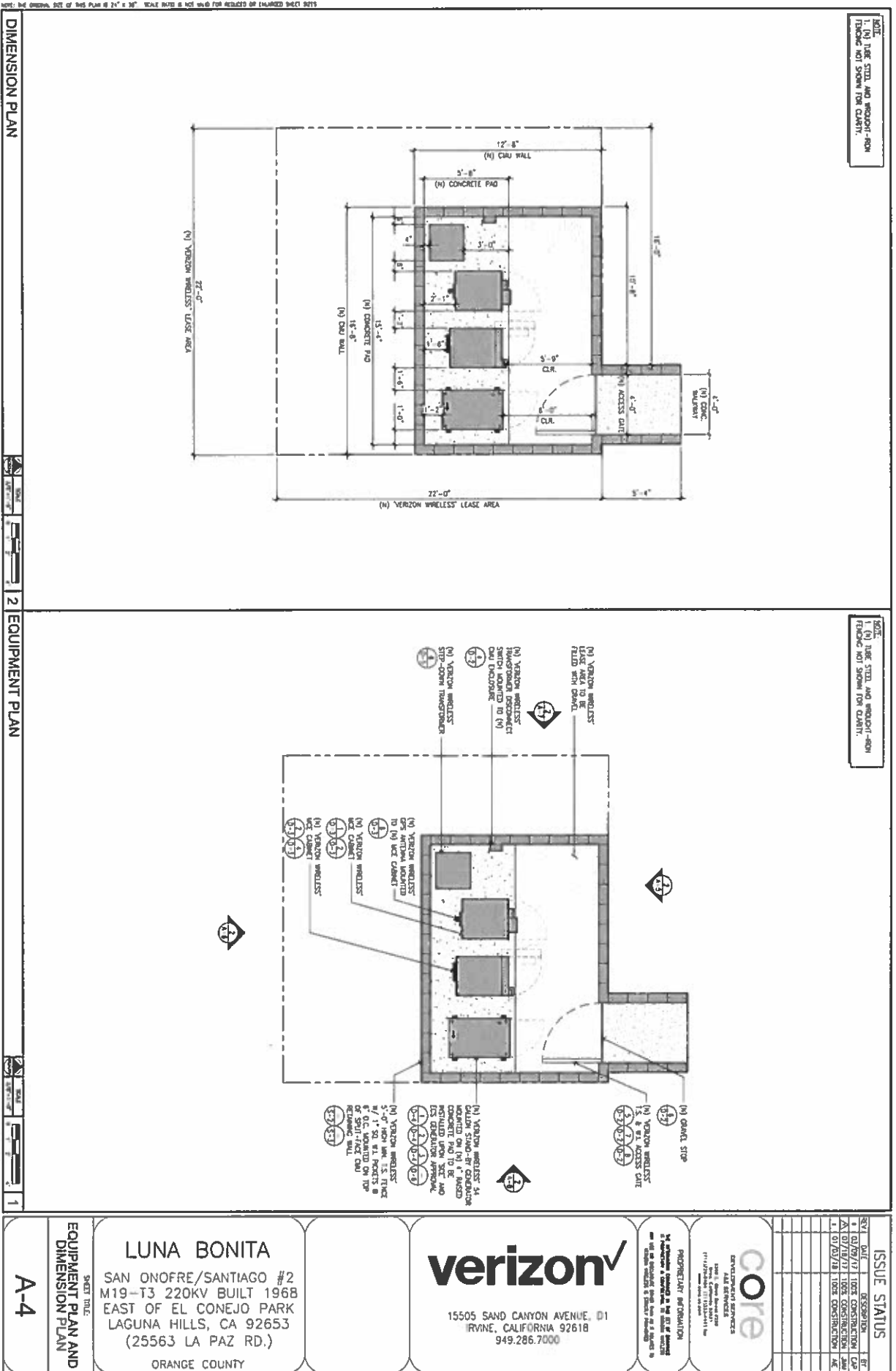
A-1	PLOT PLAN	LUNA BONITA SAN ONOFRE/SANTIAGO #2 M19-T3 220KV BUILT 1968 EAST OF EL CONEJO PARK LAGUNA HILLS, CA 92653 (25563 LA PAZ RD.) ORANGE COUNTY	verizon 15505 SAND CANYON AVENUE, D1 IRVINE, CALIFORNIA 92618 949.286.7000	core COMMUNICATIONS SERVICES 15001 S. GARDEN AVENUE IRVINE, CALIFORNIA 92618 949.286.7000	ISSUE STATUS <table border="1"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>03/09/17</td> <td>100% CONSTRUCTION CAP</td> <td>AD</td> </tr> <tr> <td>2</td> <td>01/03/18</td> <td>100% CONSTRUCTION</td> <td>AD</td> </tr> </tbody> </table>		REV.	DATE	DESCRIPTION	BY	1	03/09/17	100% CONSTRUCTION CAP	AD	2	01/03/18	100% CONSTRUCTION	AD
					REV.	DATE	DESCRIPTION	BY										
1	03/09/17	100% CONSTRUCTION CAP	AD															
2	01/03/18	100% CONSTRUCTION	AD															
PROFESSIONAL INFORMATION I, the undersigned, certify that I am a duly licensed Professional Engineer in the State of California, and that I am the author of the above described plan, and that I am not aware of any falsification of the data or information furnished to me by the client, and that I am not aware of any falsification of the data or information furnished to me by the client, and that I am not aware of any falsification of the data or information furnished to me by the client.																		

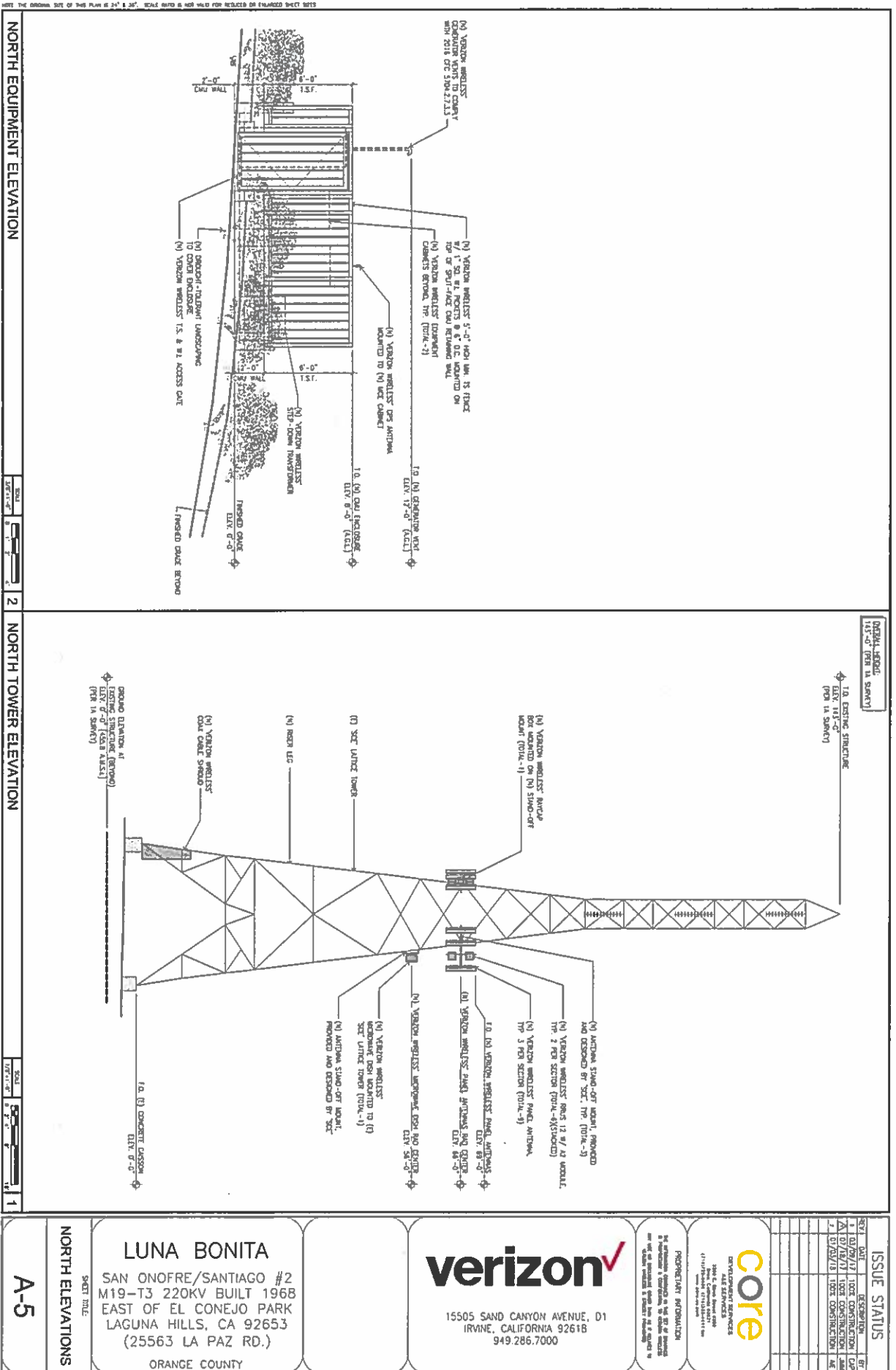


Attachment: Attachment 1 - Proposed Agreement (1539 : Approval of a CSLA for a New Cell Site Near El Conejo Park)

















Packet Pg. 179

Packet Pg. 180

Packet Pg. 181

Packet Pg. 182



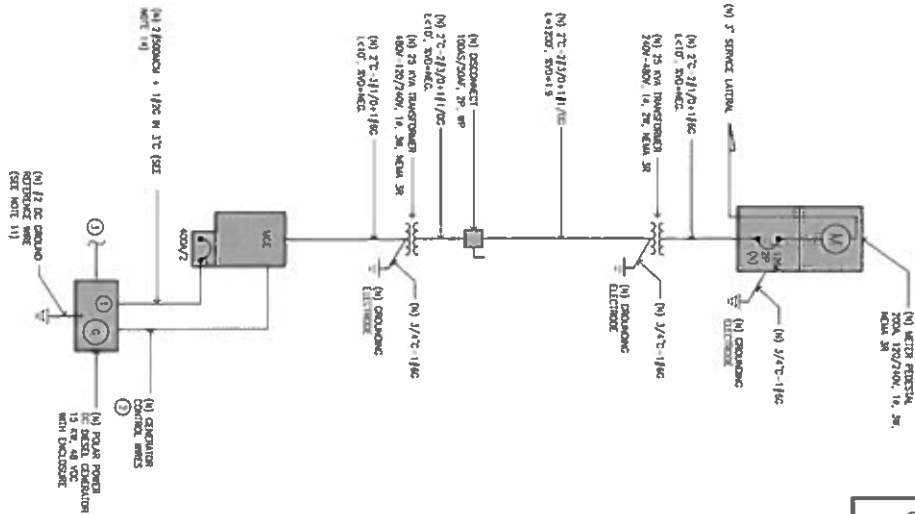
Packet Pg. 185



NOTE: THE ORIGINAL SIZE OF THIS PLAN IS 24" x 36". SCALE RATIO IS NOT VALID FOR REDUCED OR ENLARGED SHEET SIZE.

SINGLE LINE DIAGRAM

- SHEET LINE DIAGRAM NOTES:**
1. MAXIMUM AVAILABLE FAULT CURRENT (UNITS) COMPANY'S STANDARD INDICATES THAT THE MAXIMUM AVAILABLE FAULT WILL NOT EXCEED 42 KA. CONSTRUCTION IS REQUIRED TO VERIFY THE ACTUAL AVAILABLE FAULT AT THE TIME OF CONSTRUCTION WITH SERVICE UNIT (SU).
 2. ALL CIRCUIT BREAKING DEVICES SHALL BE UL LISTED AND RATED TO INTERRUPT THE MAXIMUM AVAILABLE FAULT AT ITS TERMINALS.
 3. SERVICE/COMBINATION SHORT CIRCUIT RATING MAY BE USED WHEN OVERCURRENT DEVICE COMBINATIONS ARE LISTED UNDER ALL 87 STANDARD AND REGULATION SHALL COMPLY WITH NATIONAL ELECTRICAL CODE (NEC) ARTICLE 110.9, 110.12 AND OTHER APPLICABLE SECTIONS.
 4. UNPLANNED SERVICE/COMBINATION SHORT CIRCUIT RATING SHALL BE CLEARLY MARKED "UNPLANNED" - SERVICE/COMBINATION RATED SHORT CIRCUIT RATING SHALL BE MARKED WITH THE HIGHER SHORT CIRCUIT RATING. IN COMPLIANCE WITH 2011 NEC SECTION 110.12, TWO-USE EQUIPMENT SHALL ALSO BE MARKED WITH THE HIGHER SHORT CIRCUIT RATING. 2011 NEC AND 2018 NEC.
 5. POWER TO EQUIPMENT SHALL BE 200A, 120/240V, 1Ø, 3Ø.
 6. PROVIDE A MIN. 36" WORK CLEARANCE IN FRONT OF PANEL/ELECTRICAL EQUIPMENT.
 7. ALL WIRING SHALL BE COPPER TYPE THW/THHN RATED FOR 75 °C.
 8. CIRCUIT REQUIREMENTS (TYPE, UL-LO, UNDERGROUND, PVC, COPEX, 40 OR 60) INDICATE (SEE NOTES IN PLANTING AREAS) OUTDOOR (UNDER GROUND, RAS (RUST) CIRCUIT RATING FOR SCHEDULE 80 PVC CIRCUITS).
 9. CIRCUIT BREAKER TO BE PROVIDED AND INSTALLED BY ELECTRICAL CONTRACTOR. NEW CIRCUIT BREAKER TO MATCH EXISTING CIRCUIT BREAKER TYPE AND MODEL.
 10. PROVIDE A SIGN PLACED AT THE SERVICE ENTRANCE EQUIPMENT THAT INDICATES THE TYPE AND LOCATION OF ON-SITE CIRCUIT BREAKER.
 11. IF ACCESSARY USE TO INTERRUPT THE DC CIRCUITING EQUIPMENT IS TO BE PROVIDED AND RATED TO MATCH EXISTING TO THE DC EQUIPMENT OR OTHER EQUIPMENT, ENSURE THAT THE SAME RATING IS USED WITH ALL OF THE DC EQUIPMENT.
 12. FOR THE LOCATION OF EACH CIRCUIT, INDICATED STATUS ARE PROVIDED TO INDICATE CIRCUIT (EACH CIRCUIT) TO THE SITE'S CIRCUIT STATUS FOR THE SITE CIRCUIT CONNECTION. USE IN INDICATED (EACH CIRCUIT) OR FOLLOW LOCAL CODE.
 13. THE DC POWER DISCONNECT SWITCH IS USED TO PROTECT AND ISOLATE THE DC EQUIPMENT AND DC POWER PLANT FROM ONE ANOTHER. IF PROVIDED A SINGLE-POLE SWITCH BE SURE TO BREAK THE HOT NON-GROUNDING LINES OF THE POWER LINES.
 14. INSTALLED IS RESPONSIBLE FOR DETERMINING THE APPROPRIATE CONDUCTOR SIZE, CONDUCTOR DISTANCE AND MAXIMUM AVAILABLE CURRENT WHICH DETERMINED DC POWER SIZE.



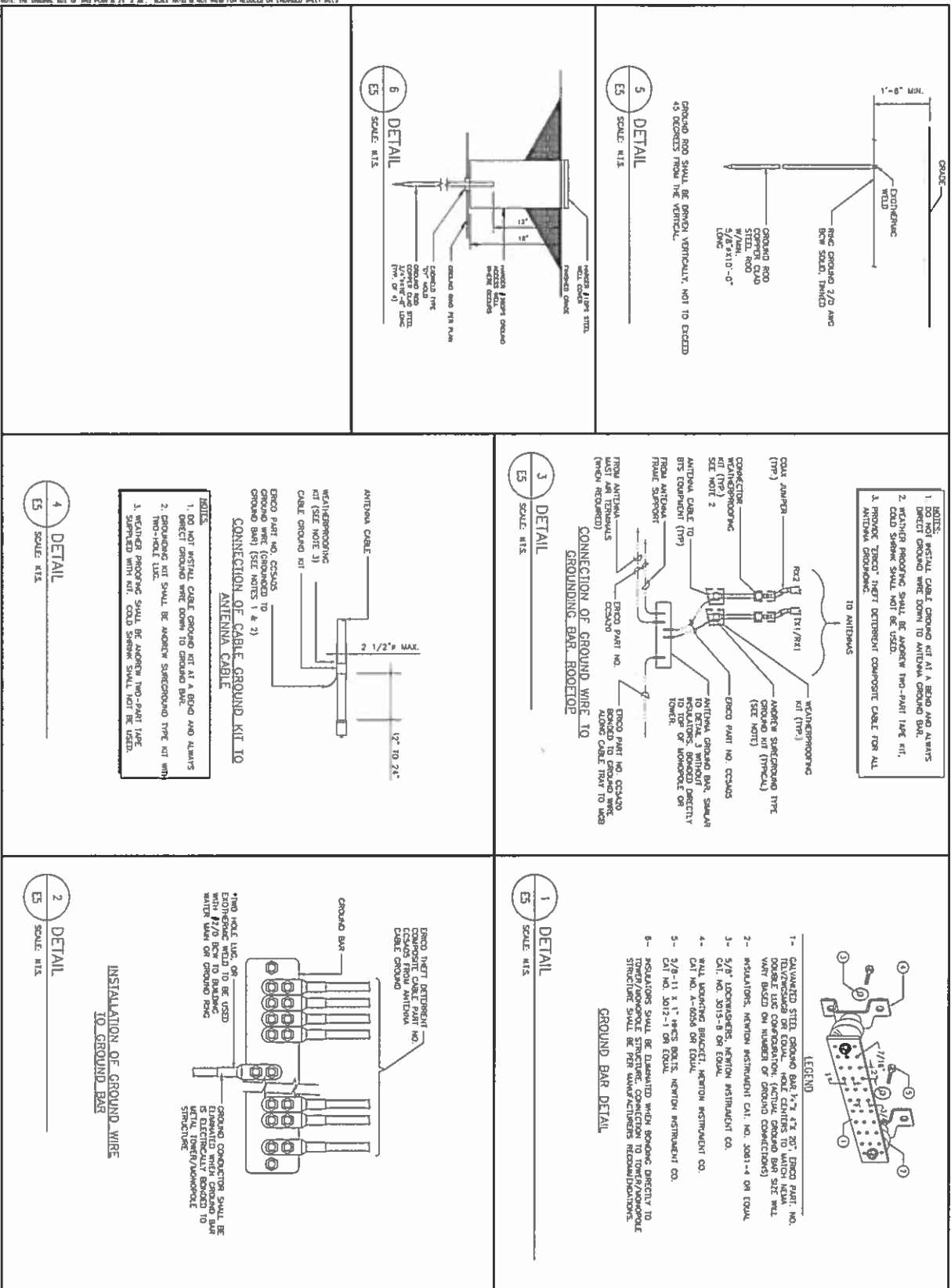
- KEY NOTES:**
1. CONTROLLER TO MONITOR DC MAIN BUS VOLTAGE AND CURRENT OF WCE TO STAY/STOP DC CONDUCTION.
 2. 3/4" CIRCUIT WITH CONTROL WIRES TO MONITOR BATTERY LOAD CURRENT, VOLTAGE, AND TEMPERATURE SENSORS FOR BATTERY'S REQUIREMENT.
 3. CIRCUIT FROM DC EQUIPMENT TO REL. CO BUS FOR ALARM FOR VOLTAGE'S REQUIREMENT.

NOTE:
THIS IS AN "OPTIONAL" SINGLE-LINE DIAGRAM WHICH IS NOT "THUNDERBOLT" STYLE" OR "LOCALITY REQUIRED" SINGLE-LINE SYSTEM."

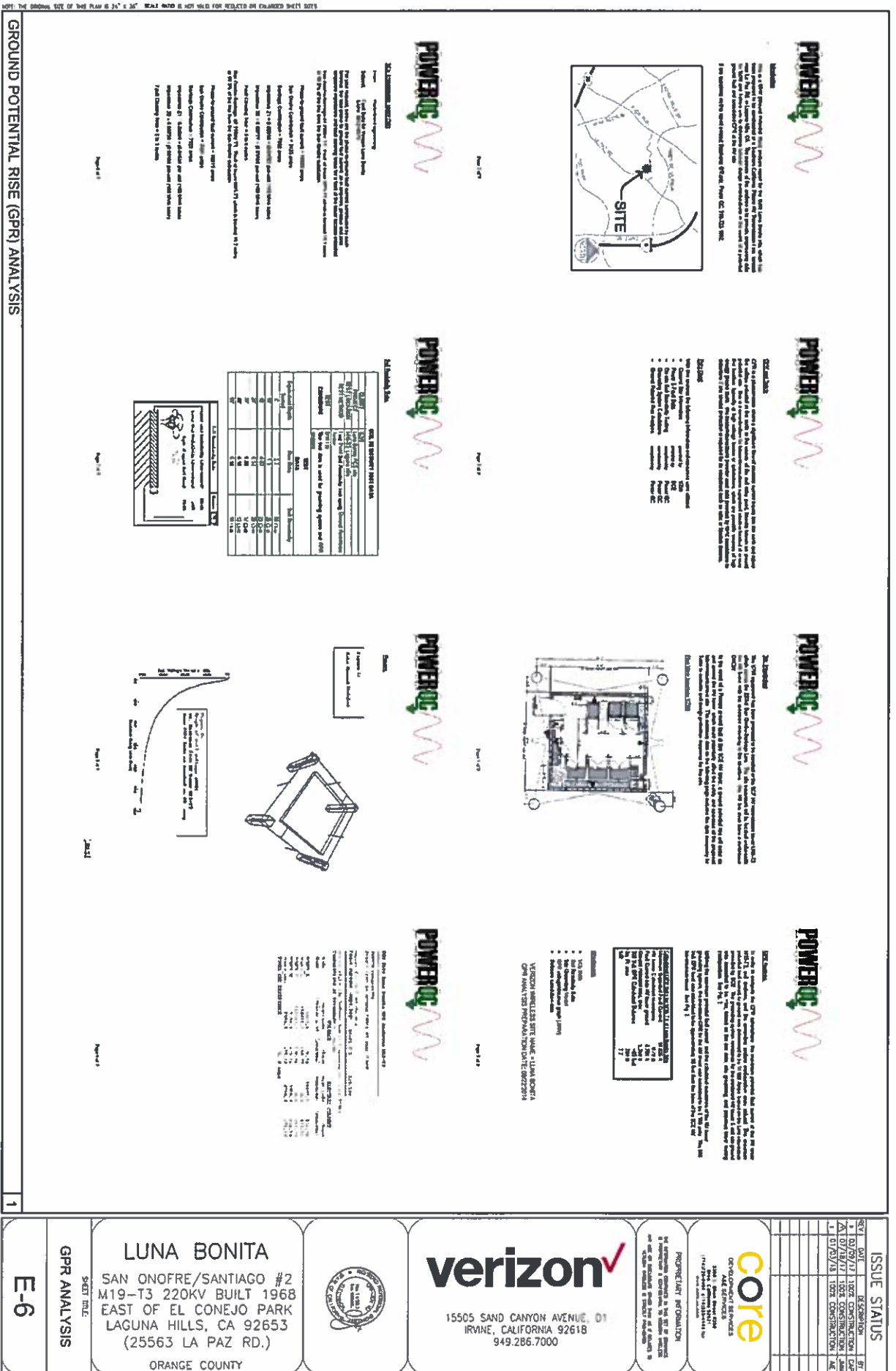
E-3 SHEET TITLE SINGLE LINE DIAGRAM	LUNA BONITA SAN ONOFRE/SANTIAGO #2 M19-T3 220KV BUILT 1968 EAST OF EL CONEJO PARK LAGUNA HILLS, CA 92653 (25563 LA PAZ RD.) ORANGE COUNTY	15505 SAND CANYON AVENUE, D1 IRVINE, CALIFORNIA 92618 949.286.7000	core ALC SERVICES 2000 E. 10th Avenue Denver, CO 80202 303.733.1111	ISSUE STATUS <table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>01/09/17</td> <td>100% CONSTRUCTION</td> <td>CAE</td> </tr> <tr> <td>2</td> <td>07/19/17</td> <td>100% CONSTRUCTION</td> <td>CAE</td> </tr> <tr> <td>3</td> <td>07/25/18</td> <td>100% CONSTRUCTION</td> <td>CAE</td> </tr> </tbody> </table>	REV	DATE	DESCRIPTION	BY	1	01/09/17	100% CONSTRUCTION	CAE	2	07/19/17	100% CONSTRUCTION	CAE	3	07/25/18	100% CONSTRUCTION	CAE
	REV	DATE	DESCRIPTION	BY																
1	01/09/17	100% CONSTRUCTION	CAE																	
2	07/19/17	100% CONSTRUCTION	CAE																	
3	07/25/18	100% CONSTRUCTION	CAE																	
PROPERTY INFORMATION The information contained herein is for informational purposes only and does not constitute an offer of insurance or any other financial product. Please consult your agent for more information.																				



NOTE: THE ORIGINAL SIZE OF THIS PLAN IS 24" x 36". SCALE: 1/8" = 1'-0". ALL DIMENSIONS ARE IN FEET AND INCHES. UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE TO FACE.

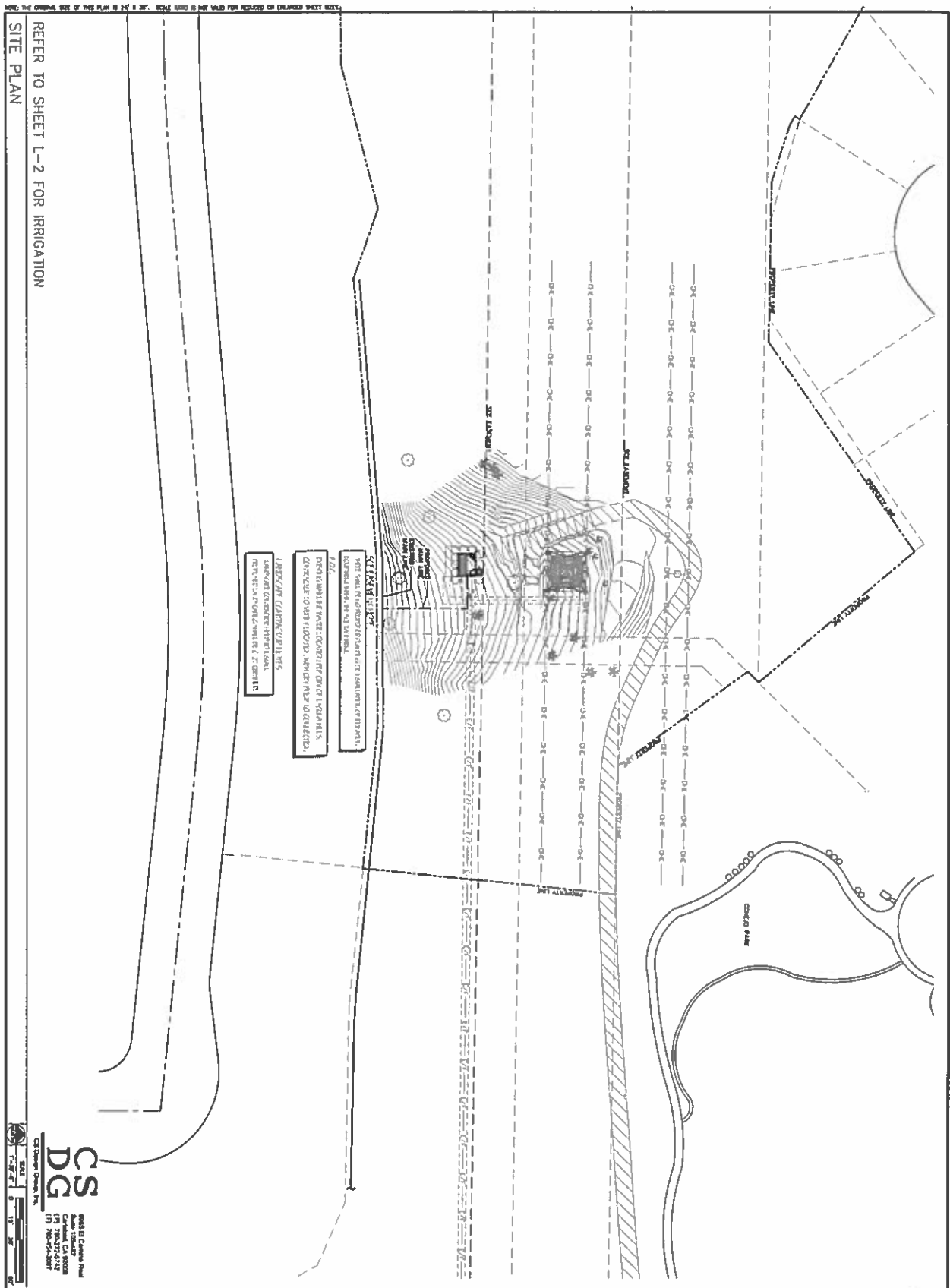


ISSUE STATUS <table border="1"> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> <tr> <td>1</td> <td>07/26/17</td> <td>100% CONSTRUCTION</td> <td>JAM</td> </tr> <tr> <td>2</td> <td>07/26/17</td> <td>100% CONSTRUCTION</td> <td>JAM</td> </tr> <tr> <td>3</td> <td>07/26/17</td> <td>100% CONSTRUCTION</td> <td>JAM</td> </tr> </table>		REV	DATE	DESCRIPTION	BY	1	07/26/17	100% CONSTRUCTION	JAM	2	07/26/17	100% CONSTRUCTION	JAM	3	07/26/17	100% CONSTRUCTION	JAM	core CONSULTING SERVICES 15505 SAND CANYON AVENUE, D1 IRVINE, CALIFORNIA 92618 949.286.7000	
REV	DATE	DESCRIPTION	BY																
1	07/26/17	100% CONSTRUCTION	JAM																
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3	07/26/17	100% CONSTRUCTION	JAM																
ELECTRICAL DETAILS SHEET TITLE: E-5		verizon 15505 SAND CANYON AVENUE, D1 IRVINE, CALIFORNIA 92618 949.286.7000																	
LUNA BONITA SAN ONOFRE/SANTIAGO #2 M19-T3 220KV BUILT 1968 EAST OF EL CONEJO PARK LAGUNA HILLS, CA 92653 (25563 LA PAZ RD.) ORANGE COUNTY																			



POWER DESIGN

E-7



Symbol	Cathode No.	Work	Description	PSI	PSI	Dates No.
1	100-3-2	(Anodized)	1" 30-40% STEEL SPRAY NOZZLE 12"		30	A. SOFT 1-3
2	100-1-2	(Anodized)	BALL VALVE			B. SOFT 1-3
3	100-5-2	(Anodized)	BLIND CONTROL VALVE	1"		C. SOFT 1-3
4	30-5-11	(Anodized)	1-1/2" 100% DISPOSED		25	D. SOFT 1-3

Scale: 40 PSI
 Note: Last Two Pgs. 31" dia. (1-1/2" Diameter Lines Otherwise Indicated)

	Material	Temp. (°C)	Through Hole
GPM	Dielectric Substrate		
	Wire Braid		

DELETED **DELETED**

MANAGEMENT NOTE
CONSENT TO ACTION WAS OBTAINED FROM 99 PERCENT OF THE VOTING STOCKHOLDERS.
MANAGEMENT IS COMMITTED TO CONTINUING TO INVEST IN THE COMPANY'S FUTURE.

A. A. S. 1987. *THE ALGAL FLORA OF THE CONIFER FOREST*.
 1. THE BRYOPHYTES AND LICHENS OF THE FOREST FLOOR
 2. THE BRYOPHYTES AND LICHENS OF THE CONIFER CANOPY
 3. THE BRYOPHYTES AND LICHENS OF THE CONIFER TRUNKS
 4. THE BRYOPHYTES AND LICHENS OF THE CONIFER BRANCHES
 5. THE BRYOPHYTES AND LICHENS OF THE CONIFER LEAVES
 6. THE BRYOPHYTES AND LICHENS OF THE CONIFER SEEDS
 7. THE BRYOPHYTES AND LICHENS OF THE CONIFER FRUIT
 8. THE BRYOPHYTES AND LICHENS OF THE CONIFER SOIL
 9. THE BRYOPHYTES AND LICHENS OF THE CONIFER WATER
 10. THE BRYOPHYTES AND LICHENS OF THE CONIFER AIR

WARRANTY STATEMENT

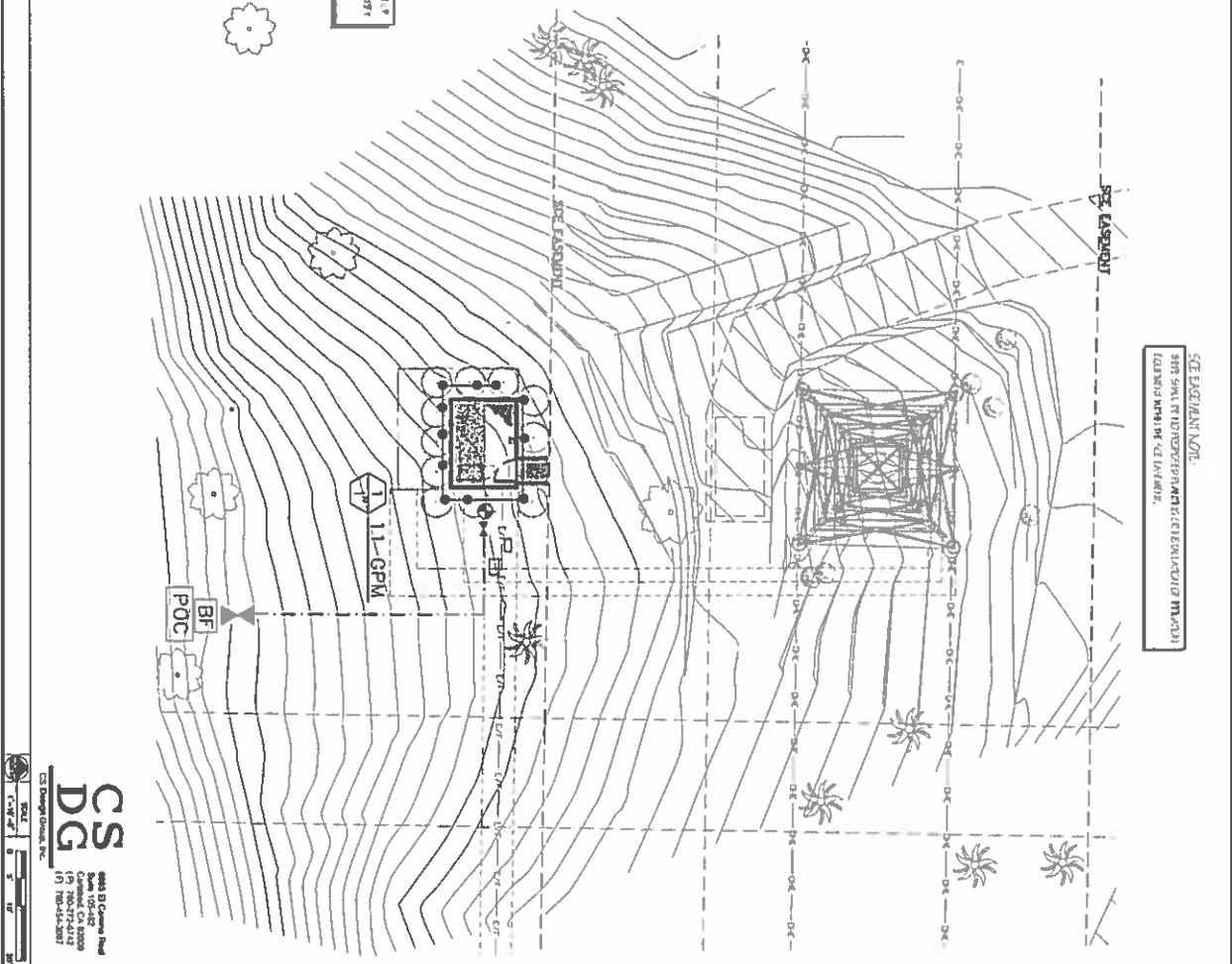
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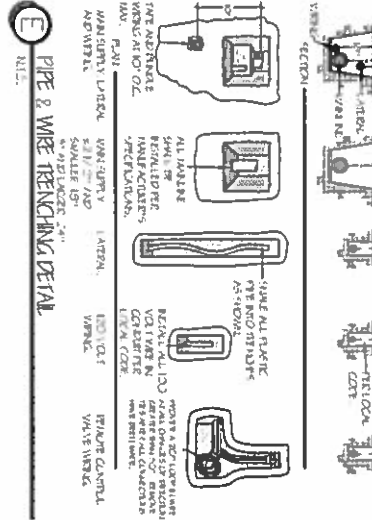
REFER TO SHEET L-3 FOR IRRIGATION DETAILS

IRRIGATION PLAN



SEE EXPLANATORY NOTE.

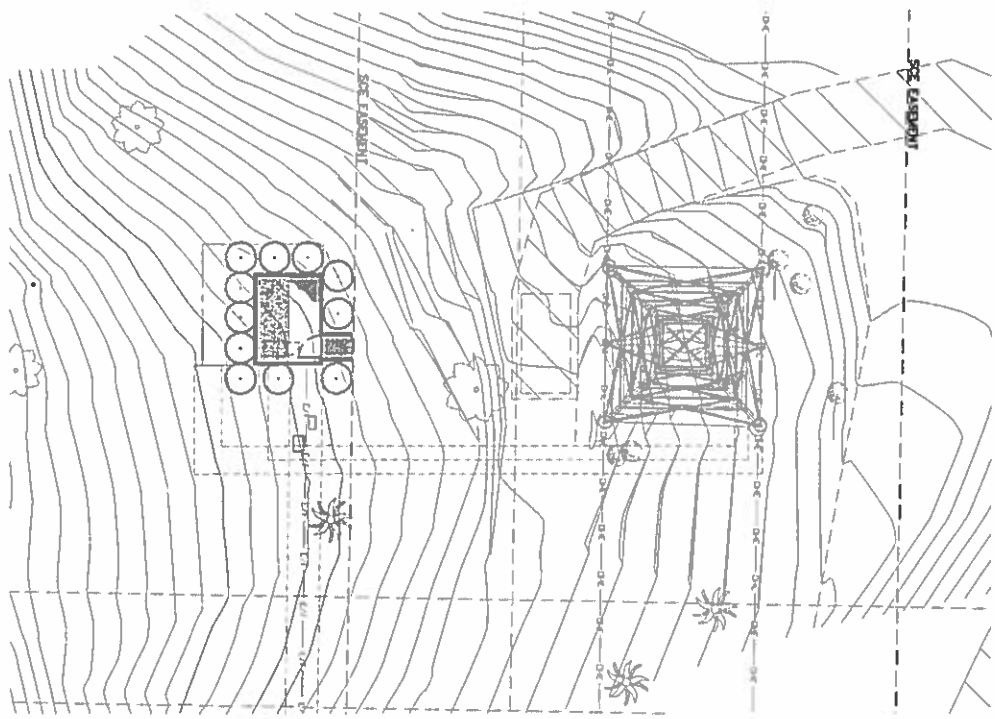
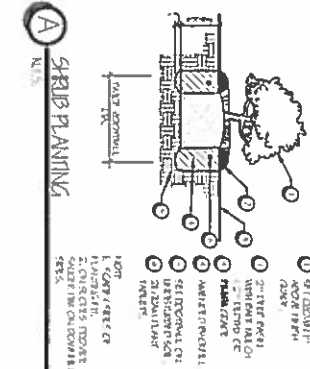
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[illegible]

NOTE: THE ORIGINAL SIZE OF THIS PLAN IS 34" X 30". SCALE AUTO IS NOT VALID FOR REDUCED OR ENLARGED SHEET SIZES

PLANTING PLAN

**CS
DG**

CS Design Group, Inc.
8065 El Camino Real
Suite 100-412
Culver City, CA 90230
(7) 780-276-5142
(17) 780-454-2087

PLANTING PLAN

14

LUNA BONITA
SAN ONOFRE/SANTIAGO #2
M19-T3 220KV BUILT 1968
EAST OF EL CONEJO PARK
LAGUNA HILLS, CA 92653
(25563 LA PAZ RD.)
ORANGE COUNTY



verizon[✓]
15505 SAND CANYON AVENUE, D1
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| REV. | DATE | DESCRIPTION | BY |
| 1 | 09/27/18 | 100% CONSTRUCTION | CAP |

| ISSUE STATUS | | |
|--------------|----------|-------------------|
| REV | DATE | DESCRIPTION |
| 1 | 03/09/17 | 100% CONSTRUCTION |
| 2 | 07/18/17 | 100% CONSTRUCTION |
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| ISSUE STATUS | | |
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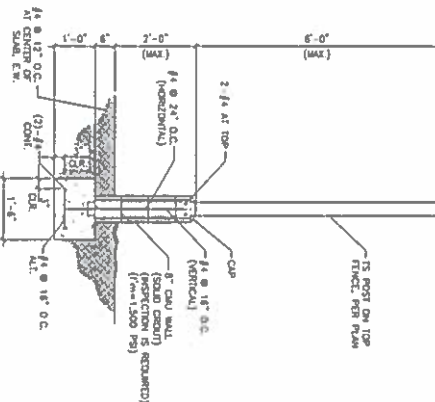
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- LUNA BONITA**
SAN ONOFRE/SANTIAGO #2
#19-TJ 220KV BUILT 1968
EAST OF EL CONEJO PARK
LAGUNA HILLS, CA 92653
(25563 LA PAZ RD.)
ORANGE COUNTY

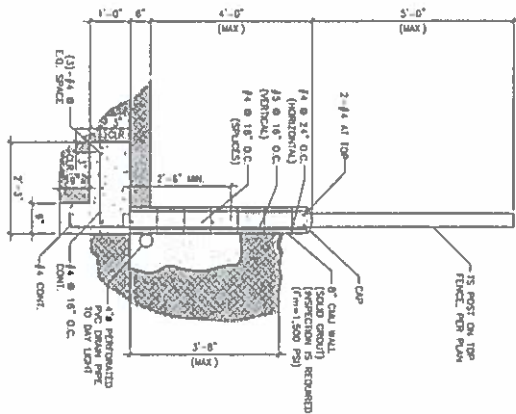
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CMU WALL & FOOTING DETAIL

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IRVINE, CALIFORNIA 92618
949.286.7000

LUNA BONITA
SAN ONOFRE/SANTIAGO #2
M19-T3 220KV BUILT 1968
EAST OF EL CONEJO PARK
LAGUNA HILLS, CA 92653
(25563 LA PAZ RD.)
ORANGE COUNTY

CMU RETAINING WALL DETAILS

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EXHIBIT "D"
LANDSCAPING AND IRRIGATION

REVIEWED
By Greg Dennis at 11:17 am, Jan 08, 2018

By Greg Dennis at 11:17 am, Jan 08, 2018

SAN ONOFRE/SANTIAGO #2 M19-T3 220KV BUILT 1968

MTX 55/BSC 18

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EAST OF EL CONEJO PARK
LAGUNA HILLS, CA 92653

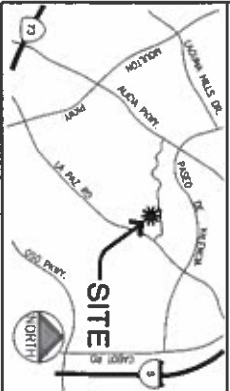
(25563 LA PAZ RD.)

NCD PROJECT

PROJECT SUMMARY

VERLON WIRELESS IS SUBMITTING AN APPLICATION FOR A BUILDING PERMIT AND ALL OTHER RELATED APPROVALS FOR THE INSTALLATION OF:

- [illegible]



- FROM: WENTON, BURGESS OFFICE
- TO: EAST OF D. CONDO, Public
WADSWORTH, CA 95031
- HEAD, SOUTHEAST ON WADSWORTHS BAY
 - TOWARD SAND CANYON TRAIL
 - TURN LEFT ONTO SAND CANYON AVE.
 - MERGE, ONTO I-5
 - TAKE THE LA 102 EXIT
 - TURN RIGHT ONTO LA 102 NO.
 - TURN RIGHT ON DIRT ACCESS RD.

DO NOT SCALE DRAWINGS

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING CONDITIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT AND/OR ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

- 2018 CALIF ADMINISTRATIVE CODE
- (OCL) TILES 74 & 75
- 2018 CALIFORNIA BUILDING CODES
- 2018 CALIFORNIA ELECTRICAL CODES
- 2018 CALIFORNIA MECHANICAL CODES
- 2018 CALIFORNIA PLUMBING CODES
- 2018 CALIFORNIA FIRE CODES
- 2018 CALIFORNIA DENSITY CODES
- DA-222-G STANDARD
- LOCAL BUILDING CODES
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for more information
on how to find out
what's below.

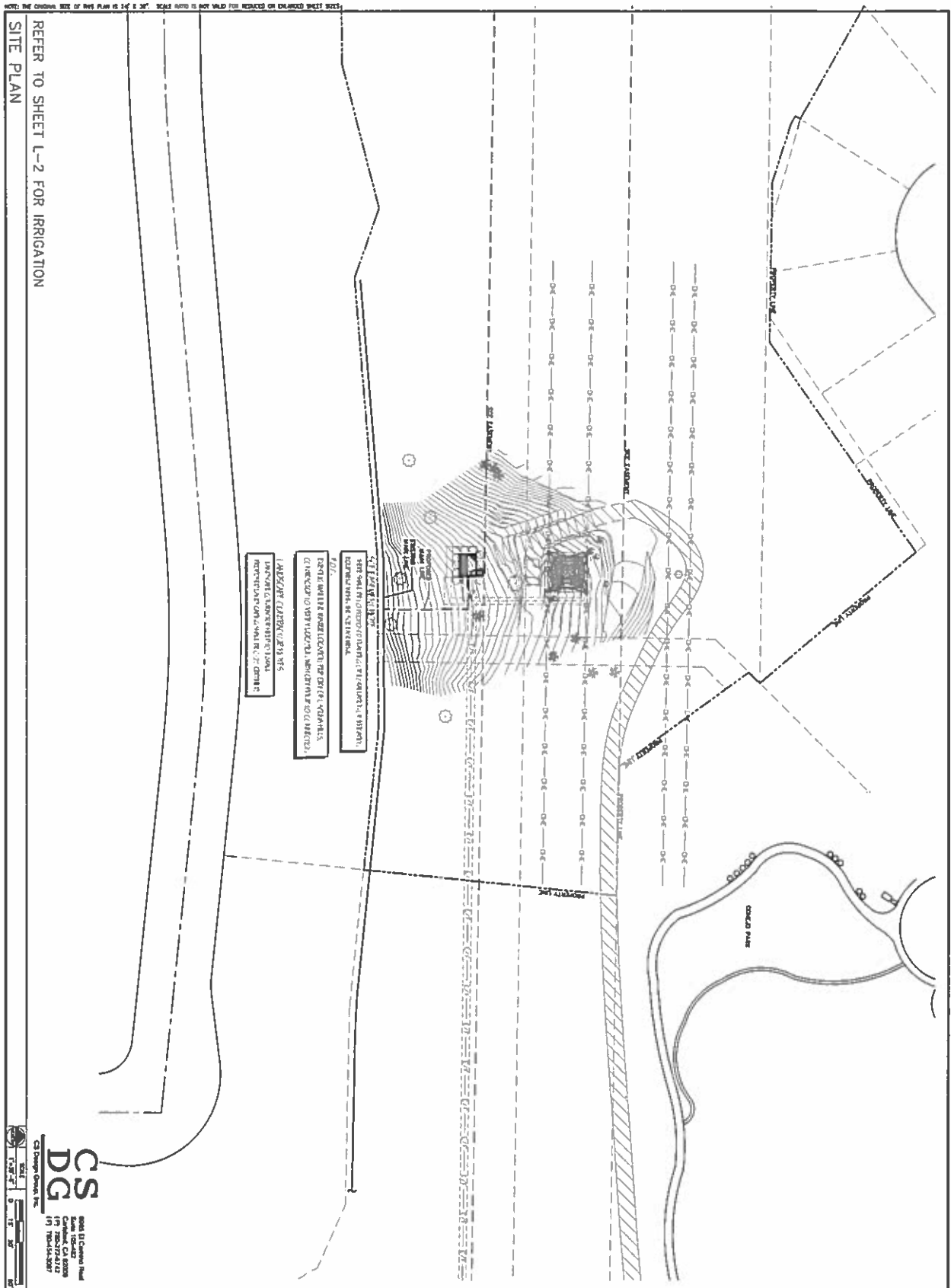
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| 0 | 03/09/17 | 100% CONSTRUCTION | CAP |
| 1 | 07/18/17 | 100% CONSTRUCTION | JAM |
| 2 | 07/20/18 | 100% CONSTRUCTION | ALC |

PROPRIETARY INFORMATION

verizon ✓
15505 SAND CANYON AVENUE, D1
IRVINE, CALIFORNIA 92618
949.285.7000

LUNA BONITA
N ONOFRE/SANTIAGO #2
9-T3 220KV BUILT 1968
ST OF EL CONEJO PARK
AGUNA HILLS, CA 92653
(25563 LA PAZ RD.)
ORANGE COUNTY

T-1



| Schedule 40 pipe | Pipe 8 1/2" dia. Depth 1 1/2" | Diameter (Inches) (Overwrite Indicated) |
|--------------------------|-------------------------------|---|
| Schedule 40 pipe | Pipe 8 1/2" dia. Depth 1 1/2" | Diameter (Inches) (Overwrite Indicated) |
| Maximum Pipe (CPI) Depth | None | |
| Control Station | | |
| Notes | | |

ALL BIDDING STATEMENTS WILL BE RECEIVED TO THE EXTENT OF
ONE SEVEN FORTY FOUR DECADE AND ONE SEVEN FORTY FOUR
DECADES.

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COMMENTS, SIGNATURE, DATE, AND RETURN ADDRESS

WATERLOO, ONTARIO, CANADA, APRIL 15, 1998

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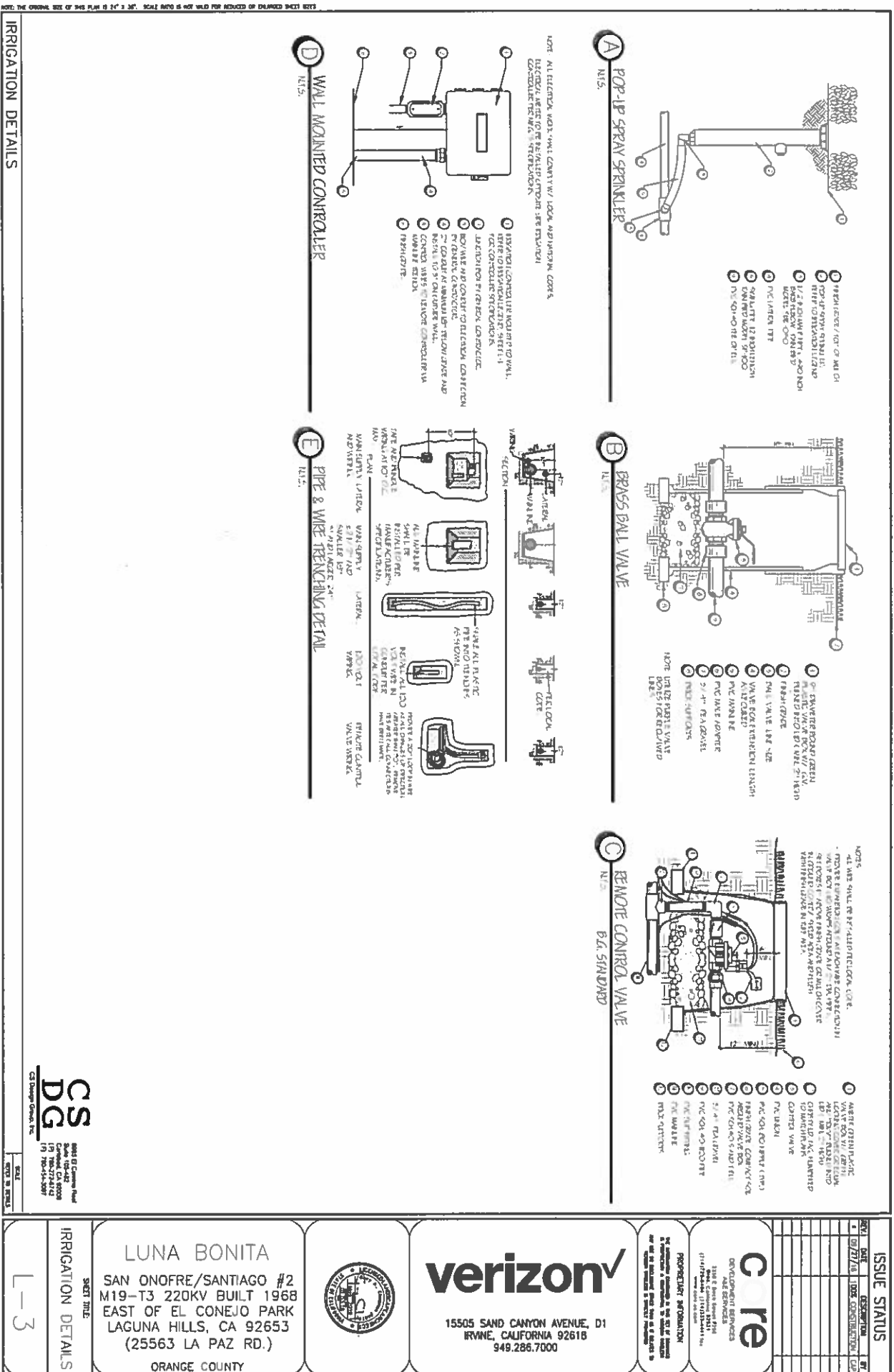
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DEELEN NOTE

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IRRIGATION PLAN







City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 10, 2018
TO: Mayor and Council Members
FROM: Donald J. White
City Manager
ISSUE: Contract with the County of Orange for Fiscal Year 2018/2019
Community Development Block Grant Funds for Public Facilities and
Improvements

RECOMMENDATION: That the City Council: (1) Approve the Contract between the County of Orange and the City of Laguna Hills for Fiscal Year 2018/2019 Community Development Block Grant Funds for Public Facilities and Improvements; and (2) Authorize the City Manager to execute the Contract.

SUMMARY:

On January 17, 2018, the City submitted an application for Community Development Block Grant (CDBG) funding for Public Facilities and Improvements for Fiscal Years 2018/2019 and 2019/2020 on behalf of the Florence Sylvester Memorial Senior Center (Senior Center) in the amount of \$70,000 per fiscal year. Subsequently, in mid-March the County of Orange Department of Community Services notified the City that it had been awarded the requested amount of \$70,000 for Fiscal Year 2018/2019. Consequently, to utilize the grant funds and make improvements to the Senior Center, the City is required to enter into a Contract with the County of Orange. A proposed Contract is attached to this report.

BACKGROUND:

Urban County Program

The County of Orange is responsible for administering all CDBG programs for cities that participate in the Urban County Program, including the Public Facilities and

Contract with the County of Orange for Fiscal Year 2018-2019 Public Facilities and Improvement
 April 10, 2018
 Page 2

Improvements Program. The Urban County consists of the unincorporated areas of Orange County and thirteen non-entitlement cities, which are cities with a population under 50,000. Since the City is a participant of the Urban County Program, it is required to access CDBG funds through the Urban County Program.

Project Activities

Under the Public Facilities and Improvements Program, the City has been awarded \$70,000 for Fiscal Year 2018/2019 to make the following improvements to the Senior Center:

- 1) Remove and replace three (3) heating, ventilation, and air conditioning (HVAC) units; and
- 2) Remove and replace one (1) water heating unit with one (1) tankless water heating unit.

Approval of the attached Contract with the County of Orange commits the City to spend the awarded CDBG funds consistent with any applicable federal, state, and county laws and regulations. In addition, the awarded CDBG funds must be spent only on the project activities described above.

CEQA FINDINGS:

The Florence Sylvester Memorial Senior Center project has been found to be Categorically Exempt from the requirements of the California Environmental Quality Act based upon a Class 1 – Existing Facilities (Section 15301) exemption.

FISCAL IMPACT:

In accordance with the proposed Contract between the City of Laguna Hills and the County of Orange, the City agrees to leverage the County's funds with in-lieu staff time totaling \$6,869.90.

ATTACHMENTS:

- Proposed Contract with the County of Orange for Fiscal Year 2018-2019 Public Facilities and Improvements
- Preliminary Funding Award Letter



CONTRACT # 18-23-0008-PFI

FOR

Public Facilities & Improvements
Florence Sylvester Memorial Senior Center Rehabilitation

BETWEEN

COUNTY OF ORANGE

AND

CITY OF LAGUNA HILLS

| <u>CFDA#</u> | <u>FAIN#</u> | <u>PROGRAM/SERVICE TITLE</u> | <u>FUNDING AGENCY</u> |
|---------------------|---------------------|---|---|
| <u>14.218</u> | <u>Pending</u> | <u>Community Development Block Grant (CDBG)/Housing Rehabilitation, and Public Facilities & Improvements.</u> | <u>U.S. Housing & Urban Development (HUD)</u> |
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ATTACHMENTS

Attachment A - Scope of Services
Attachment B - Payment/Compensation
Attachment C - Budget Schedule
Attachment D - Staffing Plan
Attachment E - Performance Standards

EXHIBITS

Exhibit 1 – OC Community Resources Contract Reimbursement Policy
Exhibit 2 – Drug Free Workplace Certification
Exhibit 3 – Disclosure of Lobbying Activities

Contract # 18-23-0008-PFI
with
CITY OF LAGUNA HILLS
for
Public Facilities & Improvements

This Contract # 18-23-0008-PFI for Public Facilities & Improvements (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and City of Laguna Hills DUNS 798794947, a Municipal Corporation in the State of California , with a place of business at 24035 El Toro Road, Laguna Hills, CA 92653-3103 (hereinafter referred to as “Subrecipient”), with a County and Subrecipient sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services
Attachment B – Payment/Compensation
Attachment C – Budget Schedule
Attachment D – Staffing Plan
Attachment E - Performance Standards

RECITALS

WHEREAS, Subrecipient and County are entering into this Contract for Public Facilities & Improvements under a cost reimbursement Contract; and

WHEREAS, County solicited Contract for Public Facilities & Improvements as set forth herein, and Subrecipient represented that it is qualified to provide Public Facilities & Improvements as further set forth here; and

WHEREAS, Subrecipient agrees to provide Public Facilities & Improvements as further set forth in the Scope of Service, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Subrecipient based on services/activities set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, Subrecipient agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

WHEREAS, Subrecipient agrees to provide staff set forth in Staffing Plan, attached hereto as Attachment D; and

WHEREAS, Subrecipient agrees to meet the Performance Standards requirements set forth in attached hereto as Attachment E; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Public Facilities & Improvements with the Subrecipient to carry out certain program services and activities for the Fiscal Year 2018-19.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Contract Administrator.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Intentionally left blank**
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of services. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Subrecipient's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Intentionally left blank:**
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Subrecipient warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Subrecipient agrees that, in accordance with

the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Subrecipient without the express written consent of County. Any attempt by Subrecipient to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Subrecipient agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Subrecipient acknowledges that a violation of this provision shall subject Subrecipient to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Subrecipient. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Subrecipient:** Subrecipient shall be considered an independent contractor and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers’ compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Subrecipient shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Subrecipient shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Subrecipient under this Contract. Subrecipient shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Subrecipient shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

Prior to the provision of services under this Contract, the Subrecipient agrees to purchase all required insurance at Subrecipient's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Subrecipient agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Subrecipient.

Subrecipient shall ensure that all subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall be covered under Subrecipient's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Subrecipient. Subrecipient shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Subrecipient under this Contract. It is the obligation of Subrecipient to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. such proof of insurance must be MAINTAINED by Subrecipient through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Subrecipient's current audited financial report. If Subrecipient's SIR is approved, Subrecipient, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Subrecipient's, its agents, employee's or subcontractor's performance of this Contract, Subrecipient shall defend the County at its sole cost and expense with counsel approved by Board of supervisors against same; and
- 2) Subrecipient's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Subrecipient's SIR provision shall be interpreted as though the Subrecipient was an insurer and the County was the insured.

If the Subrecipient fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Subrecipient shall provide the minimum limits and coverage as set forth below:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|---|---|
| Commercial General Liability | \$1,000,000 per occurrence
\$2,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | \$1,000,000 per occurrence |
| Workers Compensation | Statutory |
| Employers Liability Insurance | \$1,000,000 per occurrence |

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN Contract.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Subrecipient's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials,***

officers, agents and employees or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN Contract**.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Subrecipient shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Subrecipient fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Subrecipient to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Subrecipient in writing of changes in the insurance requirements. If Subrecipient does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Subrecipient, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Subrecipient's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Subrecipient shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership:** Subrecipient agrees that if there is a change or transfer in ownership of Subrecipient's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Subrecipient's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

- R. **Force Majeure:** Subrecipient shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Subrecipient gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Subrecipient avails himself of any available remedies.
- S. **Confidentiality:** Subrecipient agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Subrecipient and Subrecipient's staff, agents and employees.
- T. **Compliance with Laws:** Subrecipient represents and warrants that services to be provided under this Contract shall fully comply, at Subrecipient's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Subrecipient acknowledges that County is relying on Subrecipient to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Subrecipient agrees that it shall defend, indemnify and hold County and County INDEMNITEEs harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Intentionally left blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of

this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

- Y. Employee Eligibility Verification:** The Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Subrecipient shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. The Subrecipient shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Subrecipient or the County or County Indemnitees or its agents or any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification:** Subrecipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Subrecipient pursuant to this Contract. If judgment is entered against Subrecipient and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Subrecipient and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Subrecipient agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Subrecipient for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Subrecipient's records before final payment is made.

Subrecipient agrees to maintain such records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Subrecipient agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Subrecipient agrees to include a similar right

to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Subrecipient cease to exist as a legal entity, the Subrecipient's records pertaining to this Contract shall be forwarded to the County's Project Manager.

- BB. Contingency of Funds:** Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to County; and inclusion of sufficient funding for the services hereunder in the Budget Schedule approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are delayed, not forthcoming, or are otherwise limited, County may delay reimbursement to Subrecipient, immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Subrecipient shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for services exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.

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Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Public Services from Subrecipient as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A”.
2. **Term of Contract:** This Contract shall commence on July 1, 2018 and continue through June 30, 2019, unless otherwise terminated by the County.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Maximum Obligation:**
The total Maximum Obligation of County to the Subrecipient for the cost of services provided in accordance with this Contract is \$70,000.00, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment “C”.
5. **Amendments - Changes/Extra Work:**
The Subrecipient shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Subrecipient’s concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Subrecipient’s ability to deliver services, or the project schedule, the Subrecipient will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Subrecipient was notified of the change. such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Subrecipient from proceeding with the work as originally set forth or as previously amended in this Contract.
6. **Breach of Contract:** The failure of the Subrecipient to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Subrecipient written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Subrecipient for and during the period in which the Subrecipient is in breach; and

Offset against any monies billed by the Subrecipient but yet unpaid by the County those monies disallowed pursuant to the above.

7. Conditions Affecting Work:

The Subrecipient shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Subrecipient to do so will not relieve Subrecipient from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

8. Civil Rights: Subrecipient attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. Conflict of Interest – Subrecipient’s Personnel: The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Subrecipient; the Subrecipient’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Subrecipient’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

10. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Subrecipient shall not, during the period of this Contract, employ any County employee for any purpose.

11. Consulting Contract – Follow-On Work:

No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. Project Manager, County

The County shall appoint a Project Manager to act as liaison between the County and the Subrecipient during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Subrecipient.

The County’s Project Manager, in consultation and agreement with the County, shall have the right to require the removal and replacement of the Subrecipient’s Project Manager and key personnel. The County’s Project Manager shall notify the Subrecipient in writing of such action. The

Subrecipient shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Subrecipient's Project Manager from providing further services under the Contract.

13. **Subrecipient's Project Manager and Key Personnel:** Subrecipient shall appoint a Project Manager to direct the Subrecipient's efforts in fulfilling Subrecipient's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Subrecipient's Project Manager, in consultation and agreement with County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines.

14. **Subrecipient Personnel – Reference Checks:** The Subrecipient warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.
15. **County of Orange Child Support Enforcement:** Subrecipient certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
16. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Subrecipient in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Subrecipient after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
17. **Licenses:** At its own expense, Subrecipient and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Subrecipient and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.
18. **Disputes – Contract:**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Subrecipient's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:

1. The Subrecipient shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Subrecipient's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Subrecipient shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Subrecipient believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Subrecipient agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Subrecipient's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Subrecipient's demand, it shall be deemed a final decision adverse to the Subrecipient's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Section K herein.

19. **EDD Independent Subrecipient Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the State." The term is further defined by the California Employment Development Department to refer specifically to independent Subrecipients. An independent Subrecipient is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, State or Federal government, this Contract may be subjected to unusual usage. The Subrecipient shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Subrecipient shall apply to serving the County's needs regardless of the circumstances. If the Subrecipient is unable to supply the goods/services under the terms of the Contract, then the Subrecipient shall provide proof of such disruption and a copy of the invoice for the goods/services from the Subrecipient's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Subrecipient shall show both the emergency purchase order number and the Contract number.
21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Subrecipient shall be complete and shall be carefully checked by the professional(s) identified by Subrecipient as Project Manager and key personnel attached hereto, prior to submission to the County. Subrecipient agrees that County review is discretionary and Subrecipient shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Subrecipient's reports, files and other written documents, the reports, files or documents will be returned to Subrecipient for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Subrecipient after County approval thereof, County approval of Subrecipient's reports, files or documents shall not be used as a defense by Subrecipient in any action between the County and Subrecipient, and the reports, files or documents will be returned to Subrecipient for correction.
22. **Non-Supplantation of Funds:**
Subrecipient shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Subrecipient shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Subrecipient agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.
23. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.
24. **Access and Records:**
- A. County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Subrecipient shall insert this condition in each Contract between Subrecipient and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make

excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Subrecipient are kept. Subrecipient shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Subrecipient does not make the above referenced documents available within the County of Orange, California, Subrecipient agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.

- B. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for five (5) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the five (5) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- C. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.

- 25. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.
- 26. **Reports/Meetings:** The Subrecipient shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's Project Manager and the Subrecipient's Project Manager will meet on reasonable notice to discuss the Subrecipient's performance and progress under this contract. If requested, the Subrecipient's Project Manager and other project personnel shall attend all meetings. The Subrecipient shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.
- 27. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Subrecipient without the express written consent of the County. Any attempt by the Subrecipient to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Subrecipient is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Subrecipient and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Subrecipient for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

28. **Equal Employment Opportunity:** The Subrecipient shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Subrecipient agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

29. **Gratuities:** The Subrecipient warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Subrecipient or any agent or representative of the Subrecipient to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Subrecipient agreed to supply shall be borne and paid for by the Subrecipient. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
30. **News/Information Release:** The Subrecipient agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County.
31. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested,

postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For County:

OC Community Resources
Housing and Community Development/
Homeless Prevention, Project Manager
1300 S. Grand Ave. Bldg. B, 3rd Floor
Santa Ana, CA 92705-4407

OC Community Resources
Contract Development and Management
Contract Administrator
1501 East St. Andrew Place, 1st Floor
Santa Ana, CA 92705-4930

For Subrecipient:

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653-3103
Attn: Project Manager

32. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Subrecipient. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Subrecipient without the express written consent of the County.
33. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits.
34. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Subrecipient may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Subrecipient. Upon termination County agrees to pay the Subrecipient for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

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Program Specific Terms and Conditions:

35. **Debarment:** Subrecipient certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 CFR Part 98.
36. **Lobbying:**
- A. Subrecipient shall complete and immediately forward to the County the “Disclosure of Lobbying Activities,” a copy of which is attached hereto as Exhibit 3 and incorporated herein by this reference, if subrecipient, or any person, firm or corporation acting on Subrecipient’s behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this contract or funds to be received by subrecipient pursuant to this Contract.
 - B. Subrecipient agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
37. **Fraud:** Subrecipient shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this contract. Subrecipient shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.
38. **Fiscal Accountability:**
- A. Financial Management System: Subrecipient shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Contractor’s system shall provide fiscal control and accounting procedures that will include the following:
 - i. Information pertaining to tuition rates, payments, and educational assistance payments; and
 - ii. Source documentation to support accounting records;
 - iii. Proper charging of costs and cost allocation.
 - B. Subrecipient’s Record: Subrecipient’s records shall be sufficient to:
 - i. Permit preparation of required reports; and
 - ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for;
 - iv. Permit tracking and reporting of leveraging as required.
 - C. Costs Charged: Cost shall be charged to this contract only in accordance with the County and other requirements as required by funding source(s).

39. **Performance Standards:** Subrecipient shall comply with and adhere to the performance accountability standards as described in this Contract and applicable regulations and the activity levels to be utilized by County for program evaluation and monitoring included, but not limited to those listed in the Attachment E-Performance Standards attached hereto and incorporated herein by reference.
40. **Budget Schedule:** Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.
41. **Payment Requirements:**
 If funding levels are significantly affected by Federal budget and funds are not allocated and available for the continuance of the function performed by Subrecipient, the Contract may be terminated by the County at the end of the period for which funds are available. The County shall notify Subrecipient at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised and the County shall not be obligated nor liable for any damages as a result of termination under this provision of this Contract, and nothing herein shall be construed as obligating the County to expend or as involving the County in any Contract or other obligation for future payment of money in excess of appropriations authorized by law.
- A. **Contract Amount:** It is expressly agreed and understood that the total amount to be paid by County under this Contract shall not exceed the total County funding as set forth in Attachment B-Compensation/Payment to Subrecipient attached hereto and incorporated herein by reference.
 - B. County will reclaim any unused balance of funds for reallocation to other County approved projects.
 - C. **Payment of Project Activities:**
 - 1. **Payment of Project Activities:** County will reimburse Subrecipient for eligible project-related costs only. Subrecipient shall submit requests for reimbursement to County on a monthly basis beginning on August 1, 2018, and must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. In addition, Subrecipient will provide a progress performance report ("GPR Information Form") for the time period covered, as prescribed by County. Failure to provide any of the required documentation and reporting will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation and reporting has been received and approved by County.
 - 2. If Subrecipient has no request for reimbursement during any quarter during the term of this Contract, a GPR Information Form, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.
 - 3. **To be determined:** To be developed with Subrecipient during contract negotiation. The following "Required Expenditure Threshold" criteria have been established to guide the Subrecipient in structuring and scheduling their expenditure of funds

received through this Contract, through term of Contract. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.

| <u>*Milestone Date</u> | <u>Minimum Required Expenditure Threshold</u> |
|------------------------|---|
| February 15th | 50% of Contracted Amount Expended |
| March 15th | 70% of Contracted Amount Expended |
| April 15th | 80% of Contracted Amount Expended |

4. Subrecipient will have forty-five (45) days following the expiration of the Contract to submit outstanding invoices for reimbursement of eligible costs incurred during the Contract period. After the forty-five (45) day period for submitting invoices has expired, County shall reallocate the remaining balance under this Contract for other program purposes and Subrecipient shall be ineligible for any further reimbursement.
- D. Funds shall not be disbursed for any costs incurred prior to the certification by County and/or HUD of Certificate(s) of Insurance as further defined in Paragraph O “Insurance Requirements” of this Contract.
- E. Eligible costs related to services provided by Subrecipient must be incurred during the period beginning July 1, 2018. The Project shall be completed and all funds provided through this Contract shall be expended on eligible Project activities through and including June 30, 2019.
 - a. Housing Rehabilitation Contracts and Public Facilities & Improvements Contracts.
 - i. Subrecipient may be eligible to request additional funding up to the maximum set forth as identified in County policy if Subrecipient meets or exceeds any one of the Minimum Required Expenditure Thresholds at 50%, 70% or 80% on or prior to the milestone date as set forth in Paragraph 41. C.3.
 - ii. If additional funding is available for allocation to Subrecipient, and the basic goals and objectives of the program are not altered, Subrecipient and County shall amend the Subrecipient Scope of Services component of this Contract. Furthermore, Subrecipient shall demonstrate to the satisfaction of County that the required Performance Expenditure and Accomplishment Thresholds set forth in Paragraph 46.C will continue to be met before such extension and additional allocation shall be granted.
 - iii. Contract Extension (No Cost Extension)
 1. The term of this Contract and the provisions herein may be extended to cover an additional time period as specified herein.
 2. The date for Project completion and expenditure of all funds may be extended by the Director without further action by the Board as identified in County policy. Subrecipient must notify the Director in writing 45 days prior to June 30, 2018, if they are requesting an extension. For all

extensions, the deadline for submittal of invoices shall be forty-five (45) days after the new expiration date.

3. Contract extension provisions are not applicable to PROGRAM ADMINISTRATION activities.

b. Public Services Contracts cannot be extended.

- F. County and Participating Cities previously entered into a Cooperation Agreement effective July 1, 2018 as amended, in which both Parties agreed to cooperate in the undertaking, or assist in the undertaking, of community development and housing assistance activities.
- G. Metropolitan Cities with populations of over 50,000, are eligible to participate in the Community Planning and Development (CPD) program funds directly from the U.S. Department of Housing and Urban Development (HUD) and have opted to participate in the CPD programs through the County's Urban County Program as a metropolitan city.

42. **Modification of Budget:** Upon written approval of County shall have the authority to transfer allocated program funds from one category of the overall program Budget to another category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the Budget may include the addition of any new Budget category.
43. **Annual Audit:** If Subrecipient expends Federal funds in a fiscal year which equal or exceed \$750,000 (seven hundred fifty thousand dollars) as specified in OMB Circular A-133-Revised, 2 CFR Part 200.500- Subpart F-Audit Requirements Subrecipient shall cause an audit to be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) of the California Society of CPA's. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (GAAS) authorized by the AICPA and Federal laws and regulations governing the programs in which it participates.

Furthermore, County retains the authority to require Subrecipient to submit similarly prepared audit at Subrecipient's expense even in instances when Subrecipient's expenditure is less than \$750,000. Subrecipient will be required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program.

Subrecipient will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to County within six (6) months of the end of each Contract year in which Subrecipient has received federal funding (i.e., July 1 – June 30). Failure to meet this requirement may result in County denying reimbursement of funds to Subrecipient, as well as future funding qualification. Subrecipients, which are exempt from statutory audit requirements, shall maintain records, which are available for review by County or Federal officials. Subrecipient acknowledges that any and all "Financial Statements" submitted to County pursuant to this County become Public Records and are subject to public inspection pursuant to Sec. 6250 et seq. of the California Government.

44. **DUNS Number and Related Information:** DUNS Number: A unique, non-indicative 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>

The DUNS Number must be provided to County prior to the execution of this Contract. Subrecipient shall ensure all DUNS information is up to date and the DUNS number status is “active,” prior to execution of this Contract. If County cannot access the Subrecipient’s DUNS information related to this federal sub award on the Federal Funding Accountability and Transparency Act Sub Award Reporting System (SAM.GOV) due to errors in the Subrecipient’s data entry for its DUNS number, the Subrecipient must immediately update the information as required.

45. **Program Income:**

- A. Subrecipient shall comply with regulations, as well as all applicable State or County regulations concerning the reporting and payment procedures for program income.
- B. Definition: Program income means, as provided by 24 CFR § 570.504, gross income received by the Subrecipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period.
- C. Use. The Subrecipient shall use all income received from said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Contract.
- D. All Program Income accrued shall be returned to County on a quarterly basis prior to Subrecipient receiving any reimbursement from grant funds provided under this Contract.
- E. Subrecipient shall provide information of the receipt of Program Income by Subrecipient related to Program on all GPR Information Forms submitted with requests for reimbursement.
- F. Subrecipient shall complete and submit a Year-End Program Income letter, indicating amount of Program Income and include any reimbursement remittance necessitated therein, by July 15, after the close of the Contract fiscal year.

46. **Performance:**

- A. Subrecipient shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. Subrecipient also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this Contract.
- B. Subrecipient shall comply with all applicable HUD regulations, as described in Paragraph 49 “Federal Administrative and Related Requirements” of this Contract, concerning administrative requirements and maintain records as to services provided and total number of persons served through the project, including but not limited to, population-served

analysis (i.e., extremely-low income persons, very-low income persons, and low-income persons as defined by HUD). Such information shall be available for periodic monitoring by representatives of County or HUD and shall be submitted by Subrecipient in report form to County by dates specified by County.

- C. The following “Performance Threshold” criteria shall be used to assess the level of performance of the Subrecipient, including Attachment A — Scope of Services, attached hereto and incorporated herein by reference. Furthermore, the criteria will be considered by OC Community Resources when determining future funding. In order to be considered in compliance with the performance threshold criteria, the Subrecipient must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that Subrecipient has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the County.

| <u>*Milestone Date</u> | <u>Minimum Required Expenditure Threshold</u> |
|---------------------------|--|
| February 15 th | 50% of Contracted Amount Expended
50% of Proposed Accomplishments Met |
| March 15 th | 70% of Contracted Amount Expended
70% of Proposed Accomplishments Met |
| April 15 th | 80% of Contracted Amount Expended
80% of Proposed Accomplishments Met |

Failure to achieve at least the aforementioned 50% drawdown, without extenuating circumstances, may cause any remaining balance in this Contract to be reclaimed by County, and will negatively affect future funding to Subrecipient. Failure to achieve the aforementioned 80% drawdown goal, without written exception approved by the Director, may cause any remaining balance in this Contract to be reclaimed by County, and will impact future funding to Subrecipient.

- D. Subrecipient shall complete and submit a Year End GPR Information Form by July 15, after the close of the Contract fiscal year.
- E. Should the activity being funded through this Contract be completed, cancelled or terminated prior to the termination date set forth herein in this Paragraph 46 “Performance.” Additional Terms and Conditions, Subrecipient shall complete and submit a Mid-Year GPR Information Form at the time of the completion, cancellation or termination. Said GPR Information Form shall consist of a cumulative reporting of project-related expenditures and accomplishments relative to the *Scope of Services*, as set forth in Attachment A, attached hereto and incorporated herein by reference. If activity funded through this Contract is completed, or if funds allocated through this Contract are fully expended, prior to end of Contract term, Subrecipient must continue to serve its clients for the entire term of this Contract.
- F. Subrecipient shall complete and submit a GPR Information Form in support of all requests for reimbursement. Said GPR Information Form shall consist of a cumulative report of

project related accomplishments as set forth in Attachment A - Scope of Services, attached hereto and incorporated herein by reference, for the subject quarter. If at any time during the term of this Contract Subrecipient has no activity occur during any quarter, Subrecipient shall prepare and submit to County a Quarterly GPR Information Form, regardless of actual activity.

- G. Subrecipient acknowledges that the GPR Information Form is a monitoring tool that will be reviewed and evaluated to determine Subrecipient's level of performance relative to this Contract.
- H. Subrecipient shall submit all requested data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by County.
- I. Readiness – for Housing Rehabilitation and Public Facilities & Improvements Projects: SUBRECIPIENT shall be required to demonstrate to COUNTY its readiness to immediately initiate its Project upon execution of this CONTRACT by providing to the COUNTY documentation including, but not limited to, the following: Board or Council Minutes/Resolution; Awarded bid documents with timeline requirements; and, executed Architect and Engineer (hereafter referred to as "A&E") contracts with specific project timelines consistent with funding. By July 30 of CONTRACT term, SUBRECIPIENT shall provide COUNTY a Project Readiness Checklist incorporating the status of all Project-phasing milestones. In the case of milestones not yet reached, SUBRECIPIENT shall provide projected target dates for when said milestones would be met. The Project Readiness Checklist shall clearly demonstrate that SUBRECIPIENT will meet the "Minimum Required Expenditure Thresholds" as set forth in this Paragraph 46.C. SUBRECIPIENT acknowledges that said Project Readiness Checklist may be considered to evaluate the performance of the SUBRECIPIENT.

47. Performance Monitoring:

- A. Performance Monitoring of Subrecipient by County, State of California and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by County, State of California or HUD representatives.
- B. County shall periodically evaluate Subrecipient's progress in complying with the terms of this Contract. Subrecipient shall cooperate fully during such monitoring. County shall report the findings of each monitoring to Subrecipient.
- C. County shall monitor the performance of Subrecipient against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by County, will constitute non-compliance with this Contract for which County may immediately terminate the Contract. If action to correct such substandard performance is not taken by Subrecipient within the time period specified by County, payment(s) will be denied in accordance with the provisions contained in this Paragraph 47 of this Contract.

- D. HUD in accordance with 24 CFR Part 570 Subpart O, 570.902, will annually review the performance of County to determine whether County has carried out its Community Development Block Grant (CDBG) assisted activities in a timely manner and has significantly disbursed CDBG funds and met the mandated “1.5 ratio” threshold. Subrecipient is responsible to ensure timely drawdown of funds.

48. Substantial Amendments:

- A. If any amendment results in a change in the funding amount, that does not trigger a Substantial Amendment, as defined, Subrecipient Scope of Services, threshold and milestone dates or schedule of activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment executed by Director, or designee and Subrecipient.
- B. In an effort to efficiently utilize CDBG funds within timeframes required by HUD, the County will consider the reprogramming of unspent CDBG balances from completed and cancelled CDBG-funded activities to other eligible activities as a “Non-Substantial Amendment”. In the event that any of these “administrative” reprogramming actions fall under the “Substantial Amendment” criteria, the proposed actions to the Citizen Participation process, requires formal action by the Board of Supervisors, and subsequent approval by HUD.

49. Federal Administrative and Related Requirements:

Subrecipient must comply with all federal requirements as it pertains for 24 CFR Parts 91 and 570. Subrecipient acknowledges that administration of its operation and services are subject to the requirements as established in 2 CFR Part 200, et al. Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR § 200.318-326.

A. Financial Management:

1. Accounting Standards

Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles:

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, et al; (and if Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR 85, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,”) as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 576.506 that are pertinent to the activities to be funded under this Contract. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by federal regulations 24 CFR 570.502, and 24 CFR 84.21-28;
- g. Other records necessary to document compliance with Subpart K of 23 CFR.

2. **Retention:**

Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a period of five (5) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Contract are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. **Client Data**

- a. Subrecipient shall maintain client data demonstrating client eligibility for services provided for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all Federal audit finding, whichever occurs later. Such data shall be consistent and include, but not limited to, client name, address, verifiable income level (as documented by income tax returns, employee payroll records, retirement statements, etc. or other third party documentation acceptable to County, for determining eligibility), and description of service provided. Such information shall be made available to HUD representatives, County monitors, or their designees, for review upon request.
- b. Subrecipient shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the subject program, including protection against the release of the address

or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

4. Disclosure

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

5. Close-Outs

Subrecipient's obligation to County shall not end until all close-out requirements are completed. Activities during this close-out period shall be completed in accordance with federal and State regulations and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of Paragraph 50, and documentation; disposing of program assets (including the return to County of all unused materials and equipment); remitting any program income balances and accounts receivable to County, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Contract shall remain in effect during any period that the Subrecipient has control over CDBG funds, including Program Income.

C. **Personnel & Participation Conditions**

1. **Civil Rights**

Compliance

Subrecipient agrees to comply with California Civil Rights Act Ordinances and Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. **Nondiscrimination in Employment and Contracting**

Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including 24 CFR Part 8, 24 CFR 570.602 and Section 504 of Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11063. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) are still applicable.

3. **Affirmative Action:**

Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program that encompasses that principals provided in President's Executive Order 11246, as revised on January 4, 2002.

4. **Americans with Disabilities Act:**

Subrecipient agrees to comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

5. **Drug-Free Workplace:**

The Subrecipient hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference. The Subrecipient will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Subrecipient's policy of maintaining a drug free workplace;
 - iii. Any available counseling, rehabilitation, and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the Subrecipient may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

- iii. The Subrecipient has made false certification, or
- iv. The Subrecipient violates the certification by failing to carry out the requirements as noted above.

6. **Anti-Lobbying:**

Subrecipient certifies that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that:

- a. No Federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the

- extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or Cooperative Agreement; and
- b. Subrecipient shall include subject anti-lobbying certification in award documents for all sub-Subrecipients at all tiers (including sub-subcontracts, sub-subgrants, and Contract under grants, loans, and Cooperative Agreements) and that all sub-Subrecipients shall certify and disclose accordingly.

7. **Employment Restrictions:**

- a. **Prohibited Activity:**
Subrecipient is prohibited from using funds provided herein, or personnel employed in the administration of the program, for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b. **OSHA:**
Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.
- c. **Employee Rights**
 - i. **Federal Minimum Wage**
Subrecipient must follow the Fair Labor Standards Act (FLSA), as it currently exists and it may be amended, which sets basic minimum wage and overtime pay standards. These standards are enforced by The United States Department of Wage and Hour Division under Department's Wage and Hour Division. The Federal minimum wage provisions are contained in the FLSA. Many states also have minimum wage laws. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage.
- d. **California Minimum Wage**
 - i. Subrecipient must follow the California enacted legislation signed by the Governor of California, raising the minimum wage for all industries (MW-2007). (AB 1835, CH230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections, 1, 2, 3, and 5 of the General Minimum Wage Order. MW-2001, Section 4, Separability, has not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders. This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at www.dir.ca.gov/WP.asp or by contacting your local Division of Labor Standards Enforcement office.

e. **Hatch Act:**

Subrecipient agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.

f. **Religious Organization/Activities:**

In accordance with 24 CFR 570.200(j), Subrecipient shall not discriminate against faith-based organizations in administering its federal HUD activities. Subrecipient agrees that funds provided under this Contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization or to promote religious interest, or for the benefit of a religious organization.

8. **Labor Standards**

- a. Subrecipient agrees to contact County no less than fourteen (14) days prior to the Pre-Construction Meeting date to seek consultation regarding application of requirements per federal labor standards regulations or Davis-Bacon related Acts.
- b. Subrecipient will comply with Davis-Bacon Act and/or State Prevailing Wage requirements, when applicable.
- c. Subrecipient agrees to comply with all applicable requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), and all other applicable Federal, State and local laws and regulations pertaining to labor standards. Subrecipient shall maintain all applicable documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.
- d. Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) units, all Subrecipients engaged in contracts of \$2,000.00 or more for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with all applicable federal requirements including Department of Labor regulations, under 29 CFR, Parts 3, 1, 5, 7 and 1926 governing the payment of wages and ratio of apprentices and trainees to journeymen. Nothing hereunder is intended to relieve
- e. Subrecipient of its obligation, if any, to require payment of the higher rate under state or local laws Subrecipient shall insert provisions meeting the requirements of this Paragraph in all such Contracts.

In case where the Davis-Bacon Act applies, Subrecipient agrees to submit the Construction Bid Package for this project to County for modification, Subrecipient shall construct project in accordance with the approved Construction Bid Package.

9. **California Labor Code Compliance**

- a. Prevailing Wage laws apply, Subrecipient hereby agrees to pay, or cause its subcontractors to pay, Prevailing Wage rates at all times for all construction, improvements, or modifications to be completed for County under this Contract. Subrecipient herein agrees that Subrecipient shall post, or cause to be posted, a copy of the most current, applicable Prevailing Wage rates at the site where the construction, improvements, or modifications are performed.

- b. Payroll Records

Subrecipient agrees that:

Certified copies of all payroll records for this project shall be required pursuant to the provisions of California Labor Code "Section 1776". The reporting format and words of certification shall be as indicated in Title 8 of the California Code of Regulations, Section 16401.

Certified copies of the payroll records of all subcontractors working on this project are required. It shall be the responsibility of the prime contractor to ensure subcontractor compliance.

Certified copies of all payroll records shall be submitted on a weekly basis to County through the duration of this Contract.

Subrecipient acknowledges that failure to comply with Section 1776 may result in a forfeiture of twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and it should be recognized that a contractor or subcontractor, or agent or representative thereof who neglects to comply is guilty of a misdemeanor pursuant to California Labor Code Section 1777.

10. **Economic Opportunities**

Compliance

Subrecipient agrees to abide by the provisions of OMB Circulars 102 and 110, as applicable, 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract.

Subrecipient further covenants that in the performance of this Contract no person having such a financial interest shall be employed or retained by Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County or Subrecipient, or any designated public agencies which are receiving funds under the CDBG Entitlement Program.

This Contract is subject to the requirements of 12 USC 1701u, the HUD regulations issued pursuant thereto at 24 CFR, 135.1 et seq., and any applicable rules and orders of HUD issued Federal financial assistance shall be conditioned upon compliance with 12 USC 1701u. Failure to fulfill these requirements shall subject Subrecipient and any sub-Subrecipients, their successors and assigns, to

those remedies specified herein. Subrecipient certifies and agrees that no conflict exists which would prevent compliance with requirements.

The Subrecipient agrees to abide by 24 CFR, 135.38, below and will insert the following clause in any subcontracts executed with third parties for work covered by this Contract:

“The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The Parties to this Contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the Parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Subrecipient agree to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers’ representative of the Subrecipient’s commitments under this section clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient’s obligations under 24 CFR part 135.

Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in

connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of Contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b)."

11. **Environmental Conditions:**

Subrecipient shall comply with HUD Environmental Review under HUD regulations at 24 CFR 58 et seq., which implement the National Environmental Policy Act (NEPA); and, the California Environmental Quality Act (CEQA). No costs shall be incurred and no funds shall be disbursed prior to certification by County and/or HUD of environmental compliance.

Subrecipient shall incur no costs for any project-related activity defined in Subrecipient Scope of Services and County shall not disburse funds prior to certification by County and/or HUD for environmental compliance.

Subrecipient shall provide requested material to County for the Environmental Review process required by applicable regulations.

a. **Air and Water:**

Subrecipient agrees to comply with the following regulations in so far as they apply to the performance of this Contract:

Clean Air Act, 42 U.S.C., 1857, et seq.

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.

Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50 and 40 CFR 58.

b. **Flood Disaster Protection:**

Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973, including as applicable any regulations set forth in 24 CFR 55, (implementing Executive Order 11988) in regard to the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this Contract, as it may apply to the provisions of this Contract.

c. **Lead-Based Paint:**

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, particularly, 24 CFR 35.100 through 35.175. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified with the "Protect Your Family From Lead In Your Home" publication, found at <http://www.epa.gov/lead> that such properties may include lead-based paint.

d. **Historic Preservation:**

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended

(16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

e. **Energy Efficiency Standards:**

Subrecipient agrees to comply with the California Energy Commission Assembly Bill 970, Title 24, Part I of the California Code of Regulations (AB970: Building Efficiency Energy Standards), in regard to construction and property development, when applicable.

f. **Modifications/Transfers of Real Property:**

Any proposed modification or change in use of real property acquired or improved, in whole or in part, by CDBG funds from the use planned at the time of the acquisition or improvement, including disposition, is prohibited.

i. Subrecipient shall ensure that any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

i.i. Used to meet one of the national objectives contained in 24 CFR 570.208 for a period not less than five years, or for such period of time as determined to be appropriate by County, after expiration of the Contract and close-out of Subrecipient's participation in the CDBG Program, or, until five years after the close-out of the grant from which the assistance to the property, whichever occurs first; or,

i.ii. Disposed of in a manner which results in County being reimbursed in an amount equal to the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with Paragraph 50 above.

g. **Property Records:**

Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria, rental limitations, health, safety and building codes, etc., and shall conform to federal and State regulations.

h. **Equipment:**

Subrecipient shall use, manage and dispose of equipment in accordance with federal and State regulations.

i. **Subcontracts:**

i. Subrecipient shall submit all subcontract agreements to County for review and consent prior to entering into such subcontracts. For construction subcontracts, Subrecipient shall submit the Construction Bid Package to County for review and written approval by Director or designee prior to advertising for bids and

- award for the construction contract. Subrecipient shall construct Project in accordance with the Construction Bid Package, which Director approved, unless prior written approval is received from Director for modification thereof.
- ii. Subrecipient shall assume responsibility for all subcontracted services to assure Contract compliance.
 - iii. Subrecipient shall cause all of the provisions of this Contract in entirety to be included in and made a part of any subcontract executed in the performance of this Contract.
 - iv. Subrecipient shall monitor all subcontracted services on a quarterly basis to assure Contract compliance. Results of said monitoring efforts shall be summarized in written form, and supported with documented evidence of follow-up actions(s) to correct any area(s) of Contract non-compliance. Documentation shall be made available for periodic monitoring by representatives of County and/or HUD.
- j. **Fair Housing:**
Subrecipient shall affirmatively further fair housing in accordance with 24 CFR 576. Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funded sub-recipients. The Subrecipient has a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act, along with all applicable State & Federal requirements.
- k. **Grantor Recognition:**
Subrecipient shall insure recognition of the role of the County in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Contract. Subrecipient will retain documentation of such recognition, which shall be available for periodic monitoring by representatives of County or HUD.
- l. **Rehabilitation Act:**
Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Contract.

50. Definitions:

For the purposes of this Contract the following definitions shall apply:

- A. HUD: United States Department of Housing and Urban Development.
- B. OC Community Resources (OCCR): Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.

- C. Director: Director of OC Community Resources, or designee.
- D. Program Income: The gross income received by Subrecipient directly generated from the use of the subject program funds.
- E. Grantee Performance Report (GPR) Information Form: A Program activity data document provided by County to Subrecipient used to monitor and track the performance of Subrecipient.
- F. OC Community Resources Contract Reimbursement Policy: A County document setting policies regarding types of documentation required to support the costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.)
- G. Project: Any site or sites, including buildings, and/or activities assisted with federal program funds.
- H. OMB: Federal Office of Management and Budget.
- I. CAPER: Consolidated Annual Performance and Evaluation Report. An annual published report to HUD and the public on all housing-related activities.
- J. CDBG: 24 CFR Part 570 - Community Development Block Grant – the CDBG regulations set forth eligible activities and the national objectives that each activity must meet. The Catalog of Federal Domestic Assistance (CFDA) # 14.218 distributes formula grants (CDBG) to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.
- K. Continuum of Care: An Orange County group composed of representatives of relevant organizations that serve homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of services to address the various needs of homeless persons and persons at risk of homelessness.
- L. Homeless Management Information System (HMIS): The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. (24 CFR Part 580)
- M. Equipment: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- N. Substantial Amendment: The following criteria will be used by the County – if any one criteria applies, a substantial amendment will be required:
 - i. A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;

- ii. When a proposal is made to amend the description of an existing activity in such a way that the newly described purpose, scope, or beneficiaries differ significantly from the original activity's purpose, scope, or beneficiaries; and/or
 - iii. An increase in the amount of Federal Community Planning Development and/or local funds allocated to an existing activity when the following apply:
 - a. An increase in funding for a public service activity in an amount that is consistent with County policy; or
 - b. An increase in the funding for public facility improvements/housing rehabilitation in an amount that is consistent with County policy.
- O. Construction Bid Package: A package of bidding documents which includes the proposal, bidding instructions, Contract documents, detailed estimated costs, and plans and specifications for a construction project, all prepared in accordance with applicable Federal regulations.
- P. Program Administration: An activity relating to the general management, oversight and coordination of community development programs. Costs directly related to carrying out eligible activities are not included.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this Contract to be executed.

***City of Laguna Hills**

| | |
|--------------|--------------|
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Dated: _____ | Dated: _____ |

*For Subrecipients that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a contract, must sign on one of the lines above.

County of Orange
A Political Subdivision of the State of California

| | |
|--|--------------|
| By: _____ | Dated: _____ |
| Dylan Wright, Director
OC Community Resources | |

APPROVED AS TO FORM

| | |
|-----------------------|--------------|
| By: _____ | Dated: _____ |
| Deputy County Counsel | |



SCOPE OF SERVICES PUBLIC FACILITIES & IMPROVEMENTS

1. Scope of Services

A. HUD Matrix Code / Activity:

03A Senior Centers / 570.201 (c)

B. Project Title:

Florence Sylvester Memorial Senior Center Rehabilitation

C. Program Description:

The Florence Sylvester Memorial Senior Center provides a variety of services to the elderly/frail elderly population of the community. Because of the high number of elderly/frail elderly population that utilize the Center on a daily basis and the high visibility of the Center, staff is requesting funds to replace three (3) HVAC units and one (1) hot water heater, all of which are twenty years old.

D. Project Need:

The Florence Sylvester Memorial Senior Center provides a number of vital services to the elderly/frail elderly population of the community. Currently, over 400 elderly persons are served on a daily basis. This project is needed to improve the existing units with high efficiency units that utilize HEPA filters in order to increase the health and safety of the Center for the elderly/frail elderly.

E. Low/Mod Neighborhood Preservation:

The Florence Sylvester Memorial Senior Center addresses the needs of the elderly population in the community, which are predominantly low and moderate-income

ATTACHMENT A

persons. The Center represents a safe and accessible senior center for the community, and these improvements would allow the Center to provide continued access for the elderly/frail elderly population.

F. Program Objectives and Outcomes Chart:

Activity

1. Construction/Installation

Outputs

3 HVAC, 1 Water Heater

Performance Objectives

1. Suitable Living Environment

Performance Outcomes

Availability/Accessibility

CDBG National Objective: LMA 570.208 (a)(1)

Outcomes

4,575 People

1 Public Facility



PAYMENT/COMPENSATION PUBLIC FACILITIES & IMPROVEMENTS

1. COMPENSATION:

This is a CONTRACT between the COUNTY and the SUBRECIPIENT for **\$70,000** as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the SUBRECIPIENT of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and P of the COUNTY's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

SUBRECIPIENT guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. SUBRECIPIENT agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. PAYMENT TERMS:

An invoice for cost of the services/activities shall be submitted to the address specified below upon the completion of the services/activities and approval of the COUNTY Project Manager. SUBRECIPIENT shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice, contingent upon availability of funds, in a format acceptable to the County of Orange and verified and approved by OC Community Resources and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the SUBRECIPIENT.

Billing shall cover services not previously invoiced. The SUBRECIPIENT shall reimburse the COUNTY of Orange for any monies paid to the SUBRECIPIENT for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:

OC Community Resources

1770 North Broadway

Santa Ana, CA 92706-2642

Attention: Accounts Payable

4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit 1 OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The CONTRACTOR will provide an invoice on CONTRACTOR's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, and Service date(s) – Month of Service along with other required documentation (See Exhibit 1).

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 1 OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.



BUDGET SCHEDULE PUBLIC FACILITIES & IMPROVEMENTS

1. SUBRECIPIENT's Budget Schedule

A. Administration and Project Budget

| Project Budget Chart
City of Laguna Hills – Florence Sylvester Memorial Senior Center Rehabilitation
HVAC | | | |
|---|--------------------|---------------------|----------|
| Project Costs/Activity | Urban County Funds | Leveraged Resources | Total |
| Design/Project Development | 0 | \$6,869 | \$6,869 |
| Acquisition | N/A | N/A | N/A |
| Construction | \$70,000 | 0 | \$70,000 |
| Total Project Cost | \$70,000 | \$6,869 | \$76,869 |

B. Detailed Project Budget Description

There are two project activities associated with this project. Design/Project Development encompasses the project implementation and administration necessary in order to successfully complete this project. This activity is actively carried out in the General Government Department and includes contract administration, project development, and all other necessary oversight. The Construction project activity includes replacing the 3 HVAC units and one water heater.



STAFFING PLAN PUBLIC FACILITIES & IMPROVEMENTS

1. Staffing Plan

Project Title: Florence Sylvester Memorial Senior Center Rehabilitation

Complete and Submit – Initial Report due on or before July 1.

(Include name and classification).

| | Name/Staff | Classification/Title |
|----|-------------------|--------------------------------|
| 1 | Melissa Au-Yeung | Deputy City Manager/City Clerk |
| 2 | Don White | City Manager |
| 3 | James Haston | Senior Management Analyst |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of the COUNTY Project Manager.

The SUBRECIPIENT may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to COUNTY approval.

2. Project Administration

The program will be monitored and implemented by staff from the City of Laguna Hills from the City Manager's Office. The lead staff member implementing the project for FY 2018-19 has been responsible for the implementation of the City's past grant monies for - Contracts #17-23-0008, #16-23-0008, #15-23-0008, #14-22-0004, 613038, KC11981,

KC10939, and KC09852. The experience of key administrators and other staff members throughout the City also includes experience monitoring past CDBG Housing Rehabilitation program funding. In addition, key administrators and staff members' experience includes over 37 years in Public Administration, 24 years in City Management experience, and 12 years in Community Development.

3. Project Experience

The City of Laguna Hills has been the recipient of CDBG Public Facilities and Improvement grants in FY 2009-10, FY 2010-11, FY 2011-12, FY 2012-13, FY 2014-15, FY 2015-16 FY 2016-17 and FY 2017-18 and has experience administering this type of grant. The City has also been the recipient of similar grants in the past, including CDBG Housing Rehabilitation funds. The City has worked closely with the County to ensure the funds were administered correctly. In addition, staff members have a wealth of municipal experience, including community development, rehabilitation activities and monitoring, public administration, public finance, and personnel.



**PERFORMANCE STANDARDS
PUBLIC FACILITIES & IMPROVEMENTS**

1. **Performance Standards**

July 1 – CONTRACT Start Date

2. Tools to Measure Project's Effect –

Florence Sylvester Memorial Senior Center Rehabilitation - HVAC

| Milestone Date | Minimum Required
Expenditure/
Accomplishment Threshold | Activity Results Achieved |
|---------------------------|---|-------------------------------------|
| February 15 th | 50% of Contracted Amount
Expended | \$35,000 |
| February 15 th | 50% of Proposed
Accomplishments Achieved | Design and/or installation |
| March 15th | 70% of Contracted Amount
Expended | \$49,000 |
| March 15th | 70% of Proposed
Accomplishments Achieved | Construction and/or
installation |
| April 15th | 80% of Contracted Amount
Expended | \$56,000 |
| April 15th | 80% of Proposed
Accomplishments Achieved | Construction and/or
installation |

3. There are currently measures in place to track participation in the various programs offered at the Florence Sylvester Memorial Senior Center. With these improvements, the Florence Sylvester Memorial Senior Center staff will be better equipped to continue to meet the growing demand and utilization by this fast-growing demographic group. The project's effect on the intended participants will be for health and safety improvements. The City will meet with milestone dates as identified in the chart above.



**Subject: OC Community Resources
Contract Reimbursement Policy**

Effective: July 1, 2010
Revised: February 28, 2017

PURPOSE:

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:

Executed Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and Housing & Community Development and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and Housing & Community Development and Homeless Prevention may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract

requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

1. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
 OC Community Resources Accounting
 1770 N. Broadway, 4th Floor
 Santa Ana, CA 92706

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

Inquiries may be directed to OCCR Accounts Payable at:
OCCRAccountsPayable@occr.ocgov.com

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

City of Laguna Hills Contract # 18-23-0008-PFI

Applicant Name

CDBG – Public Facilities & Improvements – Florence Sylvester Memorial Senior Center Rehabilitation

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here **O** if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

EXHIBIT 3

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

| | | |
|--|---|---|
| 1. Type of Federal Actions:
a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance | 2. Status of Federal Actions:
a. bid/offer/application
b. initial award
c. post-award | 3. Report Type:
a. initial filing
b. material change

For material change only:
Year: _____ Quarter: _____
Date of last report: _____ |
| 4. Name and Address of Reporting Entity
Prime Subawardee

Tier _____ if known

Congressional District, if known: | 5. If Reporting Entity in No. 4 is a Subawardee:
Enter Name and Address of Prime:

Congressional District, if known: | |
| 6. Federal Department / Agency: | 7. Federal Program Name/Description | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known:
\$ | |
| 10a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheets SF-LLL-A, if necessary) | 10b. Individual Performing Services
(including address if different from No. 10a)
(last name, first name, MI): | |
| 11. Amount of Payment (check all that apply):
\$ Actual
Planned | | |
| 12. Form of Payment (check all that apply):
a. cash
b. in-kind: specify:

nature: _____
value: _____ | | |
| 14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11: | | |
| 15. Continuation sheet(s) SF-LLL-A attached: ☐ Yes ☐ No | | |
| <div style="display: flex;"> <div style="flex: 1;"> 16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. </div> <div style="flex: 1; padding-left: 20px;"> Signature: _____

 Print Name:
 Title:
 Telephone No:
 Date: </div> </div> | | |

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**
Approved by OMS - 0348-0046

Reporting Entity: _____

Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,

DYLAN WRIGHT
DIRECTOR
OC COMMUNITY RESOURCES

CYMANTHA ATKINSON
DEPUTY DIRECTOR
OC COMMUNITY RESOURCES
& INTERIM DIRECTOR
OC ANIMAL CARE

RENEE RAMIREZ
DIRECTOR
OC COMMUNITY SERVICES

JULIA BIDWELL
DIRECTOR
HOUSING & COMMUNITY
DEVELOPMENT &
HOMELESS PREVENTION

STACY BLACKWOOD
DIRECTOR
OC PARKS

HELEN FRIED
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES



OFFICE OF THE DIRECTOR
1770 NORTH BROADWAY
SANTA ANA, CA 92706-2642
PHONE: 714.480.2788
FAX: 714.480.2899

Electronic Copy Sent to: bchanning@lagunahillsca.gov and
jhaston@lagunahillsca.gov

February 23, 2018

Bruce E. Channing, City Manager
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Re: Bid # 012-182310 - FY 2018-20 Housing Rehabilitation and Public
Facilities & Improvements RFP - Preliminary Award Notice

Dear Mr. Channing:

Thank you for submitting a proposal for the Bid # 012-182310 - FY
2018-20 Housing Rehabilitation and Public Facilities & Improvements
RFP.

Based upon the County of Orange's award procedures as set forth in
the RFP, OC Community Resources is pleased to inform you that your
proposal for the Florence Sylvester Memorial Senior Center is being
recommended for funding.

The FY 2018-19 preliminary funding amount is \$70,000; however, the
actual amount of funding issued is dependent upon final U.S.
Department of Housing and Urban Development (HUD) appropriations
and/or any conditions placed on your proposal and Board of
Supervisors approval.

As stated in the RFP, other requirements and steps are needed to
complete the contract negotiation progress. Therefore, the Program
Manager from Housing & Community Development/Homeless
Prevention has or will be contacting you in the near future on the
necessary items you will need.

To conclude, I want to congratulate the City of Laguna Hills on being
selected for the proposed activity.

Sincerely,


Judi Crumly

Cc: Craig Fee, Program Manager, Housing & Community
Development/Homeless Prevention



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 10, 2018
TO: Chair and Agency Members
FROM: Cindy Sands
Executive Assistant to City Manager
ISSUE: Approval of Minutes for March 13, 2018, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the March 13, 2018, Regular Meeting.

ATTACHMENTS:

- PA Minutes 31318

3.6 Resolution Naming Manager Pro Tempore

Recommendation: That the City Council adopt Resolution No. 2018-03-13-1, A Resolution of the City Council of the City of Laguna Hills, California, naming Kenneth H. Rosenfield, Assistant City Manager/Director of Public Services, as Manager Pro Tempore.

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

4. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and, acting in the capacity of Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:05 p.m.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

| Attendee Name | Title | Status | Arrived |
|-----------------------|---------------|---------|---------|
| Mel Carruth | Chair | Present | |
| Dore J. Gilbert, M.D. | Vice Chair | Present | |
| Janine Heft | Agency Member | Present | |
| Barbara D. Kogerman | Agency Member | Present | |
| Don Sedgwick | Agency Member | Absent | |

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR FEBRUARY 27, 2018, REGULAR MEETING**4.3.1 Approval of Minutes for February 27, 2018, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the February 27, 2018, Regular Meeting.

| | |
|------------------|---|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Barbara D. Kogerman, Agency Member |
| SECONDER: | Dore J. Gilbert, M.D., Vice Chair |
| AYES: | Mel Carruth, Chair; Dore J. Gilbert, M.D., Vice Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member |
| ABSENT: | Don Sedgwick, Agency Member |

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Variance/Minor Site Development Permit/Master Sign Program Amendment (VA/SDPA/MSP) No. 10-17-4014, a Request by Spectrum Property Owner, LLC to Construct a Building Entry Feature Within the Front Setback, Make Minor Changes to Site Parking and Landscape, and Amend the Master Sign Program for the Property at 23046 Avenida de la Carlota (APN: 588-032-25) in the Mixed-Use Zoning District

Assistant Planner Katie Crockett reviewed the information provided in the Staff Report, provided a PowerPoint presentation, and responded to Planning Agency requests for additional information.

Chair Carruth opened the Public Hearing.

Daniel Karcher, the authorized representative for the applicant, spoke in favor of the recommendation.

Chair Carruth closed the Public Hearing.

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for Variance/Minor Site Development Permit/Master Sign Program Amendment No. 10-17-4014; (2) Find and determine that the project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301 (Class 1, Existing Facilities), 15304 (Class 4, Minor Alterations to Land), 15305 (Class 5, Minor Alterations in Land Use Limitations), and 15311 (Class 11, Accessory Structures) of Title 14, Chapter 3 of the California Code of Regulations; and (3) Adopt Resolution No. PA2018-03-13-1, A Resolution of the Planning Agency of the City of Laguna Hills, California, granting Variance/Minor Site Development Permit/Master Sign Program Amendment No. 10-17-4014, a request by Spectrum Property Owner, LLC to construct a building entry feature within the front setback, make minor changes to site parking and landscape, and amend the Master Sign Program for the property at 23046 Avenida de la Carlota (APN: 588-032-25) in the Mixed-Use Zoning District.

| | |
|------------------|---|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Barbara D. Kogerman, Agency Member |
| SECONDER: | Dore J. Gilbert, M.D., Vice Chair |
| AYES: | Mel Carruth, Chair; Dore J. Gilbert, M.D., Vice Chair; Janine Heft, Agency Member; Barbara D. Kogerman, Agency Member |
| ABSENT: | Don Sedgwick, Agency Member |

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council meeting at 7:16 p.m. All Council Members were present with the exception of Council Member Sedgwick.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1 City Manager

6.1.1 Introduction of New Chief of Police Services

City Manager White introduced the seventh Chief of Police Services for the City of Laguna Hills, Matthew Stiverson, and recognized Orange County Sheriff's Department personnel in attendance at the meeting. Lieutenant Stiverson thanked City Manager White and City Council for the opportunity to serve the community.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

There were no matters agendized and presented by City Council Members.

8. CITY COUNCIL MEMBER COMMENTS

Council Member Kogerman

Council Member Kogerman shared the Orange County Mosquito and Vector Control District's video highlighting the District's use of Integrated Pest Management (IPM) principals and strategies to reduce the use of rodenticides for the control of rodents and working to reduce the use of pesticides for mosquito control through education and awareness programs.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 10, 2018

TO: Chair and Agency Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Site Development Permit/Master Sign Program Amendment No. 8-17-3965 - a Request by the Laguna Hills Investment Company for a Subsequent Development Approval to Construct Two New Commercial/Retail Buildings (Approximately 20,650 Square Feet Total) and Amend the Master Sign Program for the Oakbrook Village Mixed-Use Commercial Center

RECOMMENDATION: That the Planning Agency and City Council take the following actions:

- (1) Conduct a Joint Public Hearing;**
- (2) That the Planning Agency and City Council:**
 - (a) Independently consider the City of Laguna Hills General Plan Program Environmental Impact Report (State Clearinghouse No. 20080811100) (PEIR) along with the Fourth Addendum to the PEIR;**
 - (b) Find that no further environmental review is required for the proposed subsequent development approval under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21166, and CEQA Guidelines Sections 15168, 15162, and 15164 for the reasons set forth in the attached Resolution; and**
 - (c) Adopt the Fourth Addendum to the PEIR; and**
- (3) That the Planning Agency adopt a Resolution entitled: "A Joint Resolution of the Planning Agency and City Council of the City of Laguna Hills, California, adopting a**

Fourth Addendum to the City of Laguna Hills Program Environmental Impact Report (State Clearinghouse No. 20080811100) and approving Site Development Permit/Master Sign Program Amendment No. 8-17-3965, a request by the Laguna Hills Investment Company for a subsequent Development Approval to construct two new commercial/retail buildings and to amend the Master Sign Program for the Oakbrook Village Mixed-Use Commercial Center, and making certain findings in connection therewith.”

SUMMARY:

Oakbrook Village is an existing mixed-use commercial center located at 24231 Avenida de la Carlota. The center currently consists of retail, restaurant, and service uses including Trader Joe’s, Marshall’s, and El Torito, as well as Reata, a 289-unit apartment building. In 2012, the City approved a two-phase redevelopment plan for the center (the “2012 Project”), which is subject to a Development Agreement entered into between the City and the Oakbrook Village property owners. The 2012 Project contemplated the development of up to 489 residential dwelling units (289 in Phase 1 and up to 200 in Phase 2) in multi-story residential buildings and 82,574 square feet of new commercial/retail space (23,974 square feet in Phase 1 and 58,600 square feet in Phase 2), along with building façade enhancements, pedestrian paseos (walkways), landscaping, and connectivity to Five Lagunas.

To accommodate this new construction, the 2012 Project contemplated that a significant portion of the existing commercial building area would be demolished resulting in a net total of at least 132,200 square feet of commercial/retail space in the center after completion of Phase 1 and at least 125,000 square feet of commercial/retail space within the center after completion of Phase 2. The new commercial space in Phase 1 includes development of two “Deferred Retail Pads” which, pursuant to the Development Agreement, may be completed at any time prior to, or concurrently with, Phase 2. In addition, the Development Agreement provides that, subject to obtaining all applicable Subsequent Development Approvals, in lieu of one or both of the Deferred Retail Pads, the property owner may develop an equivalent or greater amount of new retail space on the property. To date, approximately 82,730 square feet of existing retail space has been demolished, and 289 residential units and approximately 11,000 square feet of new commercial space have been constructed in Phase 1 as part of the 2012 OVSC Project. Neither of the Deferred Retail Pads nor any portion of Phase 2 have yet been developed. The 2012 Project was analyzed in a prior Addendum to the PEIR.

The Laguna Hills Investment Company (Applicant) is now requesting a Subsequent Development Approval in accordance with the Development Agreement for: (a) the development of two new commercial/retail buildings totaling approximately 20,650 square feet in place of the existing Lone Star restaurant, and in lieu of constructing one of the Deferred Retail Pads; (b) modification of the adjacent parking lot; and (c) a minor amendment to the current Master Sign Program (collectively the "2018 Project"). Approval of the 2018 Project would result in approximately 139,676 square feet of commercial space at the conclusion of Phase 1, which is nearly 7,500 more square feet than what was originally contemplated for Phase 1, but which is allowed under the Development Agreement. Even though Phase 1 may result in approximately 7,500 square feet more of retail than originally anticipated, a significant amount of retail space will need to be demolished in order to build the additional residential units called for in Phase 2. As a result, the 2018 Project will not necessarily result in more than the originally anticipated 125,000 square feet of retail at the conclusion of Phase 2.

The City has prepared an Initial Study checklist and has determined that the 2018 Project is within the scope of the General Plan Update PEIR. Though the 2018 Project will not necessarily result in more than the originally anticipated 125,000 square feet of retail at the conclusion of Phase 2, the Initial Study assumed a worst case scenario of approximately 7,500 more square feet of retail at the conclusion of Phase 2 (meaning approximately 132,500 total square feet of retail at the conclusion of Phase 2 in addition to 489 residential units). Based on the Initial Study, the 2018 Project will not result in any new significant effects that were not examined in the PEIR or a substantial increase in the severity of previously identified significant effects. Therefore, the City has prepared an Addendum to the PEIR for the 2018 Project.

As conditioned, the proposal complies with the development standards and design guidelines of the Laguna Hills General Plan, Development Code, and Urban Village Specific Plan, and is consistent with the Development Agreement.

AUTHORITY:

Because the 2018 Project involves items which both the City's Planning Agency and City Council must approve, the items are being considered through a Joint Public Hearing of the Planning Agency and City Council. The Fourth Addendum to the PEIR and requested entitlements are being processed concurrently.

The Planning Agency and City Council are both being asked to take the following actions:

-
- Independently consider the PEIR and the Fourth Addendum to the PEIR;
 - Find that no further environmental review is required for the 2018 Project under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21166 and CEQA Guidelines Sections 15168, 15162, and 15164 for the reasons set forth in the attached Resolution; and
 - Adopt the Fourth Addendum to the PEIR.

The Planning Agency is also being asked to take the following action:

- Approve the Development Proposal (as described in the letter of justification and plans submitted for SDPM/MSP No. 8-17-3965).

Pursuant to Section 9-92.080(G) of the Development Code, the Planning Agency has review authority over the proposed Site Development Permit/Master Sign Program. The findings required are listed and discussed in the attached Resolution (Attachment 1).

BACKGROUND:

Oakbrook Village is an approximately 20-acre mixed-use commercial center located on the west side of Avenida de la Carlota, north of Los Alisos Boulevard and south of Five Lagunas, within the Urban Village Specific Plan (UVSP) area (see map at Attachment 2). The center currently consists of retail and restaurant uses including nationally-recognized tenants such as Trader Joe's, Marshall's, and El Torito, as well as Reata, a multi-story mixed-use 289-unit apartment building that was completed in 2016.

Urban Village Specific Plan

In 2002, the City Council adopted the UVSP, which encompasses the entire Village Commercial Zoning District (including the subject property) and regulates development by designating aesthetic improvements and encouraging a variety of public, regional commercial, high-density residential, and recreational uses. The intent of the UVSP was to establish policies and standards that encourage the creation of a village-like "downtown core" to shape the future of the district as a vibrant destination that contributes to a high quality of life for residents of Laguna Hills and the region. The UVSP was also a proactive effort to maintain and enhance the long-term economic vitality of the community. In order to provide flexibility in development options, the development intensity within the UVSP is based on trip generation and an overall vehicle trip cap for all uses.

To further the goals and objectives of the UVSP, the Plan was amended in 2011 to improve consistency between commercial and residential development standards, incorporate a mixed-use application process and development standards, and specify new AM/PM peak hour vehicle trips generated by anticipated development.

General Plan Update

The City's 2009 General Plan Update and associated PEIR identified that the UVSP would undergo expansion/revitalization, and consequently increased commercial and residential development opportunities within the UVSP. Specifically, in the UVSP area, the General Plan Update and PEIR anticipated that build-out of the UVSP would entail 300,000 square feet of new retail uses, a 250-room hotel, 200 residential units, and 138,000 square feet of medical office uses (no general offices) or 380,000 square feet of general office uses (no medical offices). A traffic study identified the overall trip budget allocated to the UVSP area.

Although the PEIR anticipated the development of additional retail uses, other uses such as high-density residential could be developed consistent with the General Plan Update and the amended UVSP. Specifically, the UVSP housing development was anticipated to include at least 400 dwelling units at Oakbrook Village, with the maximum number of units to be determined based on the vehicle trip budgets allocated to the UVSP area.

Oakbrook Village Project Approvals and Redevelopment to Date

In 2012, following the aforementioned General Plan and UVSP updates, the Planning Agency and City Council approved Case Number SDP/MSP/CUP/PUP/VTTM/PREC/DEVA-12-11-2137 to facilitate the 2012 Project. The approved Site Development Permit, Master Sign Program, Parking Use Permit, Vesting Tentative Tract Map, and Precise Plan for Phase 1 of the 2012 Project (the "Phase 1 Project Approvals") provided for the development of 289 residential dwelling units and ground floor retail space within a new multi-story mixed-use building, two new deferred retail pads, a village green, enhancements to the remaining commercial/retail buildings, pedestrian and parking lot paseos, connectivity to Five Lagunas, entrance features, and landscaping. Including future development of the two deferred retail pads, it was originally anticipated that upon completion of Phase 1, the total commercial/retail space in the Oakbrook Village Shopping Center would be reduced from about 191,000 square feet to 132,200 square feet. In conjunction with approval of the Phase 1 Project Approvals, the City Council approved a Development Agreement with the Oakbrook Village property owners

covering Phase 1 and a potential Phase 2.

The Development Agreement contains specific provisions regarding the timing of development of Phase 1 components of the 2012 Project, the provision of public art, and the completion of required public improvements. Section 5.4.2 of the Development Agreement provides for flexibility as to the scope and timing of the development of the two Phase 1 Deferred Retail Pads. The property owner may complete construction of the Deferred Retail Pads at any time prior to, or concurrently with, the development of Phase 2. Or, subject to obtaining the necessary Subsequent Development Approvals from the City, the property owner may develop an equivalent or greater amount of retail space on the property in-lieu of the development of one or both of the Deferred Retail Pads.

The Development Agreement also provides the property owner with up to 15 years to develop Phase 2, which is defined to consist of: (a) the construction of a maximum of 200 additional multi-family residential units; (b) the required construction of 27,000 square feet of new retail space within the new residential/retail mixed-use structures; (c) the required construction of such additional new retail space necessary to result in a minimum of 125,000 total aggregate square feet of retail space on the property; and (d) the construction of a secondary village green. Development of Phase 2 will be subject to Planning Agency approval of Subsequent Development Approvals, all of which must be applied for simultaneously. To accommodate the new construction contemplated in Phase 1 and Phase 2, it was anticipated that a total of 148,530 square feet of the existing commercial building area would ultimately be demolished under both phases.

In 2015, the Planning Agency and City Council, respectively, approved modifications to the Conditions of Approval for the Phase 1 Project Approvals and an Amendment to the Development Agreement (Amendment No. 1) extending the time periods the property owners had to commence façade renovations of the existing retail structures on the property and complete the construction of certain pedestrian paseos/trails on the western and northern areas of the property.

In 2016, the City Council approved a Second Amendment to the Development Agreement (Amendment No. 2). Amendment No. 2 provided the property owners additional time to complete certain pedestrian paseos and the building façade improvements for Marshalls, Road Runner, and adjoining retail spaces; provided a framework for coordination of the construction of the hillside paseo and improvements along the north property line with the anticipated redevelopment of the Five Lagunas

project to facilitate a seamless transition between the two projects; added specific requirements pertaining to parking lot and pedestrian paseos in the event of the development of additional new retail space in lieu of one of the Deferred Retail Pads; added provisions pertaining to the construction of paseos and installation of light poles under Phase 2; and prohibited the construction of drive-thru restaurants within the shopping center. The new commercial/retail buildings being proposed now were expressly contemplated in Amendment No. 2, which requires the relocation of Parking Lot Paseo #2 and the construction of a new East-West Pedestrian Paseo 2A as Conditions of Approval.

To date 289 residential units above ground-floor commercial tenant spaces (Reata), façade upgrades to multiple buildings, certain pedestrian paseos, and a village green have been completed; and a public art piece, approved by the City Council, was installed at the Plaza Green of the Reata Apartments. Neither of the two deferred retail pads have been developed yet and the owner has not applied for any subsequent development approvals for Phase 2.

PROPOSAL & ANALYSIS:

Overview

The proposed 2018 Project consists of the demolition of the recently-closed Lone Star Steakhouse restaurant (7,800 square feet) and adjoining parking area; and the construction of two new commercial/retail buildings totaling 20,650 square feet in place of it and the adjacent Deferred Retail Pad: Building A1 (6,650 square feet) and Building A2 (14,000 square feet) (Attachment 3 and 4). The approximately 3.7-acre portion of the larger project site is located within the northwesterly portion of the Oakbrook Village center and is bounded by Avenida de la Carlota to the east, a Five Lagunas parking area to the north, and the existing built portions of Oakbrook Village to the south and west (the “Project Site”).

The 2018 Project proposal is consistent with Section 5.4.2 of the Development Agreement, which permits the development or redevelopment of an equivalent or greater amount of new retail space on the property in lieu of development of a Deferred Retail Pad at the location specified in the Phase 1 Project Approvals upon approval of all applicable Subsequent Development Approvals. The proposal is also consistent with Section 5 of Amendment No. 2 to the Development Agreement because it provides for the construction of Buildings A1 and A2, Relocated Parking Lot Paseo #2, and New East-West Pedestrian Paseo 2A, at the locations depicted on Exhibit E to Amendment No. 2.

The 2018 Project proposal is also consistent with all UVSP design standards, and will not cause the UVSP vehicle trip caps to be exceeded, as there are a sufficient amount of trips remaining to support the proposed development.

Site Design

Building A1, which is situated along Avenida de la Carlota, is a multi-tenant commercial building with an approximately 30-foot wide pedestrian paseo and a landscaped buffer along the front of the building. Building A1 is proposed to include three separate tenant spaces. Anticipated uses for the three new tenant spaces include, but are not limited to, general retail/service retail (i.e. nail salon, hair salon, etc.), and quick service restaurants (i.e. Subway, Chipotle, etc.).

Building A2 is a single-tenant grocery store, with plans for the Trader Joe's to relocate into this new building. The front of the building also includes a pedestrian paseo with enhanced paving, varying between 20 to 30 feet in width, as well as a landscape buffer to the adjacent parking lot driveway. The building also includes a covered loading zone/trash enclosure, as well as cart storage areas. Consistent with UVSP guidelines, the loading area is adequately screened from view of pedestrians and motorists, does not face the primary business entrance, and is designed so that future neighboring residents from the approved multi-family units at Five Lagunas have minimal exposure to offensive noise from traffic, trash collection, deliveries, or late night activity.

A commercial trash enclosure is proposed in the parking area between Building A1 and the El Torito restaurant near the Avenida de la Carlota driveway. A condition of approval has been included requiring the enclosure to be designed to meet City standards including a solid roof and sewer connection (COA #37).

Access

Two existing vehicular access points are located within the Project Site: a shared driveway that provides a connection between Oakbrook Village and Five Lagunas, and a driveway on Avenida de la Carlota, which will be redesigned to prohibit left turns out of the site. Right turns in and out, as well as left turns in to the site, will remain. A bus turnout for private shuttle service(s) that typically originate from Laguna Woods is also provided along the Building A2 frontage.

Pedestrian walkways and paseos (Relocated Parking Lot Paseo #2 and New East-West

Pedestrian Paseo 2A, per Amendment 2 to the Development Agreement) will be provided throughout the Project Site, consistent with UVSP design standards. The parking lot areas adjacent to Buildings A1/A2 are proposed to be redesigned to include a 20-foot wide landscaped pedestrian paseo to provide pedestrian connectivity to the other businesses within Oakbrook Village as required by Amendment No. 2 to the Development Agreement. The parking lot will also include shade trees, landscaped bio-filtration basins, and landscaped parking islands. No internal pedestrian access is provided to the Five Lagunas; however, an existing sidewalk along Avenida de la Carlota connecting the two projects will remain.

A lighting plan was not submitted as part of this entitlement review. All pedestrian walkways, entries, and service areas should be adequately lit using fixtures or landscape lighting. The Applicant has indicated that the new parking area will be illuminated with the same light poles used in the existing parking areas. Although the Development Agreement requires the Applicant to replace all light poles during the term of the Agreement, submittal of a lighting plan (including photometric and cut sheet details) prior to issuance of a building permit for this project has been added as a Condition of Approval (COA #20).

Parking

Currently there are 729 surface level parking stalls available for the retail, restaurant, and service businesses within Oakbrook Village. The proposed redesign of the parking area, which includes realignment of drive aisles and a new pedestrian paseo, will leave 687 parking stalls for commercial uses, a reduction of 42 stalls. All required residential parking is gated off from the retail area, will not be affected by the 2018 Project proposal, and is not a part of this parking analysis.

A shared parking analysis prepared for the 2012 Project determined that peak parking demand for the non-residential portion of the Oakbrook Village Shopping Center after completion of Phase 1 would be 727 stalls, and that there would be adequate shared parking for all existing and proposed commercial/retail uses. The 2012 parking analysis included the now-vacant Lone Star Restaurant and assumed both Deferred Retail Pads would be developed (one with a restaurant use and one with a retail use). Although 42 parking spaces would be eliminated as part of the proposed 2018 Project, the new commercial/retail space being added is replacing one of the Deferred Retail Pads and a restaurant use that generates a higher parking demand. In addition, the other Deferred Retail Pad has not been developed. Taking these factors into account, and utilizing the same parking ratios and methodology as studied in 2012, staff believes that sufficient

parking is available to accommodate the proposed 2018 Project, and that there will still be a balance of approximately 79 parking spaces remaining to accommodate the future development of the remaining Deferred Retail Pad as a retail use. Table 1, below, summarizes this analysis. The Applicant will also be required to further demonstrate to the satisfaction of the Community Development Director that an adequate number of on-site parking spaces will remain after implementation of the proposed 2018 Project (COA #22).

| Table 1: Parking Analysis Summary | | | | | |
|---|--------|---|-------------|---------------------|--------|
| Retail Parking Inventory | Spaces | | Square Feet | Parking Ratio | Spaces |
| Existing (2012 Project) | 729 | Lone Star Restaurant | 7,800 | 12 spaces/1,000 SF | -94 |
| Proposed (2018 Project) | 687 | Deferred Retail Pad F | 7,600 | 12 spaces/1,000 SF | -91 |
| Deficit Created by 2018 Project | 42 | Deferred Retail Pad G | 6,400 | 4.5 spaces/1,000 SF | -29 |
| Total Required Parking Stalls | -121 | Total Surplus Spaces from Demo/Undeveloped Pads | | | -214 |
| Remaining Spaces for Future Development | 79 | Building A1/A2 | 20,650 | 4.5 spaces/1,000 SF | 93 |
| | | Total Spaces Allocated for Proposed Development | | | 93 |
| | | Total Required Parking Stalls (net) | | | -121 |

This analysis assumes the remaining Deferred Retail Pad will be developed with a retail use. When and if a proposed Subsequent Development Approval is submitted for the remaining Deferred Retail Pad, the Applicant will be required to show sufficient parking is available to accommodate the proposed use and/or to recalculate the Shared Parking Model in its entirety pursuant to Condition of Approval No. 31 of the Phase 1 Project Approvals. Further, if the Community Development Director determines that a parking and circulation study is necessary to address parking and/or circulation issues relative to any change in any use or any portion of any use (i.e., change in tenant mix) in the shopping center, a parking and circulation study would need to be prepared pursuant to Condition of Approval No. 32 of the Phase 1 Project Approvals.

Architectural Design

The buildings in the proposed 2018 Project have been designed to reflect a Spanish Colonial-inspired architectural theme, similar to the existing retail buildings within Oakbrook Village and consistent with the City's California rancho heritage. This includes architectural elements such as clay tile roofs, stone veneer accents, a neutral color palate, and hand-troweled cement plaster building finishes. The building façades also include strategically placed decorative wall sconces, tiles, and overhangs. Roof heights fluctuate in order to provide a varying roofline and architectural projections with heights varying between 24 to 36 feet, and an approximately 39-foot tall decorative tower feature on Building A1. The architecture and layout of the buildings complement the existing surrounding land uses and comply with the development standards in the

Development Code and UVSP.

Landscaping

The landscaping plan for the proposed 2018 Project is compatible with the existing landscaping within Oakbrook Village and is consistent with the plant palette in the UVSP. The assorted species of plants include Date Palms along the building frontages, Pink Trumpet Trees, decorative groundcover, landscaped islands with Brisbane Box trees and groundcover, and Crape Myrtle trees along the pedestrian paseo. The proposed landscaping adds character to the proposed development while providing sufficient screening and accents around the vehicular and pedestrian circulation areas. The planters proposed near the building entrance provide visual relief, as well as pedestrian-friendly amenities. The perimeter and parking lot landscaping should provide visual and shade relief within the parking lot.

Master Sign Program Amendment

A comprehensive Master Sign Program (MSP) for Oakbrook Village was approved in 2012 as part of the Phase 1 Project Approvals. The 2018 Project proposal includes a minor amendment to the MSP (Attachment 5). The proposed Amendment would permit new signage on the Building A1 façade along Avenida de la Carlota facing the I-5 freeway.

Specifically, the following language will be added to the MSP:

- With the written approval of the landlord, major tenants with greater than 120 linear feet of primary frontage may place the secondary elevation sign on an adjacent building facing the street per exhibit C-2.

Typically, tenants are limited to displaying signage on their lease frontage. It is anticipated that the future tenant of Building A2 (Trader Joe's) will utilize the revised MSP to install identification signage visible along the Avenida de la Carlota frontage.

CONCLUSION:

Staff supports the proposed 2018 Project as it continues to implement the Oakbrook Village redevelopment plan, is consistent with the goals and objectives of the Urban Village Specific Plan, and is consistent with the Development Agreement (as amended) between the Applicant and the City. The proposed Subsequent Development Approval

will facilitate additional retail, restaurant, and service options within the Oakbrook Village, and will further enable residents to live, work, shop, and enjoy the lifestyle amenities that currently exist in the Urban Village, as envisioned by the UVSP. The 2018 Project will also include enhanced pedestrian circulation elements consistent with the UVSP and the Development Agreement. With the recommended Conditions of Approval, the 2018 Project meets development standards and design guidelines of the Development Code and UVSP and meets the goals, policies, and procedures of the General Plan. Thus, staff is recommending approval of the proposed 2018 Project.

PUBLIC NOTICE:

The proposed 2018 Project was advertised in an adjudicated newspaper of general circulation on March 30, 2018. To date, no comments have been received. Any written comments received will be distributed at the joint Planning Agency and City Council Public Hearing.

CEQA FINDINGS:

The Planning Agency and City Council have independently considered the Fourth Addendum along with the PEIR (Attachment 6). The City Council and the Planning Agency each find that no further environmental review is required. The 2018 Project is a later activity within the scope of the PEIR. It is consistent with the land uses, policies and development density established by the General Plan Update and 2011 UVSP Amendment. There are no substantial changes that would require major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There are no substantial changes with respect to the circumstances under which the 2018 Project is being undertaken and implemented which will require major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects. There is no 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 PEIR was found adequate and/or certified showing:

- (a) the 2018 Project will have one or more significant effects not discussed in the PEIR;
- (b) significant effects previously identified will be substantially more severe than shown in the PEIR;
- (c) mitigation measures or alternatives previously found not feasible would in fact be feasible, and would substantially reduce one or more significant effects of the 2018 Project, but the mitigation measures or alternatives have not been adopted; or
- (d) mitigation measures or alternatives considerably different from those analyzed in the PEIR would substantially reduce one or more significant effects on the environment,

but the mitigation measures or alternatives have not been adopted. (Public Resources Code Sections 21166 and CEQA Guidelines Sections 15168, 15162, and 15164.)

The General Plan Update, PEIR, PEIR Addenda 1-4, UVSP, the 2012 Project Plans, the 2018 Project Plans, and all related technical appendices are available for review at the Laguna Hills City Clerk's Office. All of the foregoing documents have also been provided to the Planning Agency/City Council as part of the Staff Report agenda distribution (via email, web download, and flash drive), and a hard copy of all materials are available to the Planning Agency/City Council on the dais during the public hearing.

FISCAL IMPACT:

The project is subject to the following fees:

Public Art/Public Art In-Lieu Fee (COA #25)

The Applicant is required to pay the Urban Village Specific Plan Public Art In-Lieu Fee.

Urban Village Traffic Impact Mitigation Fees (COA #26)

The Applicant is required to pay a traffic impact fee in accordance with Chapter 9-102 of the Laguna Hills Municipal Code in the amount of \$3,914 for each PM peak hour trip generated as a result of the project.

ATTACHMENTS:

- Attachment 1 - Proposed Resolution of Approval
- Attachment 2 – Vicinity Map
- Attachment 3 – Letter of Justification
- Attachment 4 – Project Plan Set
- Attachment 5 – Master Sign Program Amendment
- Attachment 6 – PEIR Addendum 4

Attachment 1

Site Development Permit/Master Sign Program No. 8-17-3965
Proposed Resolution of Approval



RESOLUTION NO. PA2018-

A JOINT RESOLUTION OF THE PLANNING AGENCY AND CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING A FOURTH ADDENDUM TO THE CITY OF LAGUNA HILLS PROGRAM ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 20080811100) AND APPROVING SITE DEVELOPMENT PERMIT/MASTER SIGN PROGRAM AMENDMENT NO. 8-17-3965, A REQUEST BY THE LAGUNA HILLS INVESTMENT COMPANY FOR A SUBSEQUENT DEVELOPMENT APPROVAL TO CONSTRUCT TWO NEW COMMERCIAL/RETAIL BUILDINGS AND TO AMEND THE MASTER SIGN PROGRAM FOR THE OAKBROOK VILLAGE MIXED-USE COMMERCIAL CENTER, AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

The Planning Agency and the City Council of the City of Laguna Hills, California, hereby find, determine, declare, and resolve as follows:

WHEREAS, on November 26, 2002, the City Council of the City of Laguna Hills adopted the Urban Village Specific Plan ("UVSP"). The UVSP 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 UVSP regulates development within the Village Commercial area of Laguna Hills. The UVSP provides for a continuing mixture of land uses, including retail, residential, hotel, medical offices, and general offices. The allowed development intensity in the Urban Village is regulated based upon vehicle trip generation limits, not land use type or size of the project, and the UVSP provides for flexibility in development options and the mixture of land uses, provided established anticipated aggregate vehicle trip limits generated by new development are not exceeded; and,

WHEREAS, in 2009, the City Council adopted the 2009 Comprehensive General Plan Update ("Update"). The Update identified the UVSP area for expansion/revitalization and increased commercial and residential development; and,

WHEREAS, in 2009, in connection with approving the Update and in compliance with the California Environmental Quality Act ("CEQA"), the City prepared a Program Environmental Impact Report entitled "City of Laguna Hills General Plan Program Environmental Impact Report, June 2009, State Clearinghouse No. 20080811100" ("PEIR"). On July 14, 2009, the City Council certified the PEIR, adopted a Statement of Findings of Fact, a Statement of Overriding Considerations and a Mitigation Monitoring Program. The City filed a Notice of Determination on July 15, 2009; and,

WHEREAS, in April 2011, the City Council adopted an Urban Village Specific Plan Amendment ("UVSP Amendment") in order to implement the Update. Among other things, the UVSP Amendment implemented the development intensification approved in the Update; and,

WHEREAS, on April 12, 2011, the City Council found that, pursuant to Public Resources Code Section 21166 and CEQA Guidelines Sections 15168, 15162, and 15164, the UVSP Amendment constituted a later activity within the scope of the PEIR, and that the UVSP Amendment would not result in any new significant effects that were not examined in the PEIR, a substantial increase in the severity of significant effects examined in the PEIR, or require any new mitigation measures or alternatives. Therefore, the City adopted an addendum to the PEIR (the "First Addendum"). A Notice of Determination was filed and posted on April 15, 2011; and,

WHEREAS, in 2012, the Laguna Hills Investment Company, the owner of the Oakbrook Village Shopping Center, located at 24231-24391 Avenida de la Carlota in the Urban Village Specific Plan area ("Applicant"), filed zoning applications requesting land use entitlement approvals for the redevelopment of Oakbrook Village Shopping Center with a two-phased mixed-use development (the "2012 Project"). The 2012 Project contemplated the development of up to 489 residential dwelling units (289 in Phase 1 and up to 200 in Phase 2) in multistory residential buildings and 82,575 square feet of new commercial/retail space (23,974 in Phase 1 and 58,600 in Phase 2), along with building façade enhancements, pedestrian paseos (walkways), landscaping, and connectivity to Five Lagunas. To accommodate this new construction, the 2012 Project contemplated that a significant portion of the existing commercial building area would be demolished, resulting in a net total of at least 132,200 square feet of commercial/retail space in the center after completion of Phase 1 and at least 125,000 square feet of commercial/retail space within the center after completion of Phase 2; and,

WHEREAS, on November 13, 2012, the Planning Agency adopted Resolution No. PA2012-11-13-1 approving Site Development Permit/ Master Sign Program/ Conditional Use Permit/ Parking Use Permit/ Vesting Tentative Tract Map/ Precise Plan/ Development Agreement No. 12-11-2137 for Phase 1 of the 2012 Project (the "Phase 1 Project Approvals"), subject to specified conditions of approval; and,

WHEREAS, on November 27, 2012, the City Council of the City of Laguna Hills adopted Ordinance No. 2012-4 approving a Development Agreement between the City of Laguna Hills and the Applicant pertaining to Phase 1 and Phase 2 of the 2012 Project (the "Development Agreement"), which Development Agreement became effective December 28, 2012 and was recorded in the Official Records, Orange County Clerk-Recorder's Office on January 2, 2013, as Document No. 2013000002329. The new commercial space in Phase 1 includes development of two "Deferred Retail Pads" which, pursuant to the Development Agreement, may be completed at any time prior to, or concurrently with, Phase 2. In addition, the Development Agreement provides that, subject to obtaining all applicable Subsequent Development Approvals, in lieu of one or

both of the Deferred Retail Pads, the property owner may develop an equivalent or greater amount of new retail space on the property; and,

WHEREAS, in conjunction with the approval of the 2012 Project pursuant to CEQA, the City Council and Planning Agency determined that, pursuant to Public Resources Code Section 21166 and CEQA Guidelines Sections 15168, 15162, and 15164, the 2012 Project is within the scope of the PEIR and that the 2012 Project would not result in any new significant effects that were not examined in the PEIR, a substantial increase in the severity of significant effects examined in the PEIR, or require any new mitigation measures or alternatives, and, therefore, the City adopted an addendum to the PEIR (the "Second Addendum"). A Notice of Determination was filed and posted on November 28, 2012; and,

WHEREAS, on February 11, 2014, the Planning Agency adopted Resolution No. PA2014-02-11-2 making modifications to certain Conditions of Approval of the Phase 1 Project Approvals related to the early issuance of building permits and other project sequencing matters; and,

WHEREAS, the Applicant and Oakbrook Urban Village I, LLC (collectively, the "Owners") subsequently proposed an Amendment No. 1 to the Project Development Agreement to extend the time periods for commencement or completion of certain on-site improvements in Phase 1 of the Project; and,

WHEREAS, on February 10, 2015, the Planning Agency adopted Resolution No. PA2015-02-10-1 modifying Condition of Approval No. 47 of the Phase 1 Project Approvals to extend time frames related to the construction of the pedestrian and parking lot paseos consistent with the proposed Amendment No. 1 to the Project Development Agreement; and,

WHEREAS, on February 24, 2015, the City Council of the City of Laguna Hills adopted Ordinance No. 2015-3 approving Amendment No. 1 to Development Agreement, which Amendment No. 1 to Development Agreement became effective March 27, 2015, and was recorded in the Official Records, Orange County Clerk-Recorder's Office on March 31, 2015, as Document No. 2015000163595; and,

WHEREAS, the Owners subsequently proposed an Amendment No. 2 to the Development Agreement to modify the timing, location, and scope of development of certain on-site pedestrian, landscaping, and façade improvements; and

WHEREAS, on March 8, 2016, the Planning Agency adopted Resolution No. 2016-03-8-1 amending Resolution Nos. PA2015-02-10-1, PA2012-11-13-1 and PA2014-02-11-2 to modify Condition of Approval No. 47 of the Phase 1 Project Approvals to be consistent with the Development Agreement, as amended by Amendment Nos. 1 and 2 to Development Agreement, and to modify Condition of Approval No. 54 of the Phase 1 Project Approvals to extend the time period by which Owner is required to construct secondary entry signs; and,

WHEREAS, on March 22, 2016, the City Council of the City of Laguna Hills adopted Ordinance No. 2016-2 approving Amendment No. 2 to Development Agreement, which Amendment No. 2 to Development Agreement became effective April 22, 2016, and was recorded in the Official Records, Orange County Clerk-Recorder's Office on April 26, 2016, as Document No. 2016000181582; and

WHEREAS, in 2016, the City Council approved the Five Lagunas Project which proposed the redevelopment of the Laguna Hills Mall shopping center to the north of the current project site (and also within the UVSP) into a mixed-use urban village center branded "Five Lagunas" (the "Five Lagunas Project"). On March 22, 2016, the City Council determined that the Five Lagunas Project was within the scope of the PEIR and would not result in any new significant effects that were not examined in the PEIR, a substantial increase in the severity of significant effects examined in the PEIR, or require any new mitigation measures or alternatives, and, therefore, the City adopted an addendum to the PEIR (the "Third Addendum"). A Notice of Determination was filed and posted on March 23, 2016; and,

WHEREAS, to date, approximately 82,730 square feet of existing retail space has been demolished, and 289 residential units and approximately 11,000 square feet of new commercial space have been constructed, in Phase 1 as part of the 2012 Project. Neither of the Deferred Retail Pads nor any portion of Phase 2 have yet been developed; and,

WHEREAS, the Applicant is now requesting a Subsequent Development Approval in accordance with the Development Agreement for the 2012 Project for Site Development Permit/Master Sign Program Amendment No. 8-17-3965 (a) to demolish the existing vacant 7,800 square foot Lone Star restaurant building, (b) to construct two new commercial/retail buildings (approximately 20,650 square feet total) in place of the existing Lone Star restaurant and in lieu of constructing one of the Deferred Retail Pads, which may, but might not, result in a net increase of approximately 7,476 square feet over originally anticipated retail development at the conclusion of Phase 2, (c) to amend the Master Sign Program for the Oakbrook Village mixed-use commercial center (collectively, the "2018 Project"). The 2018 Project is more fully described in the document entitled "Addendum to the City of Laguna Hills General Plan Update EIR ("Fourth Addendum") which is incorporated by this reference; and,

WHEREAS, the City has prepared an initial study checklist to determine whether the 2018 Project constitutes a later activity within the scope of PEIR and whether the 2018 Project would result in any new significant effects that were not examined in the PEIR, a substantial increase in the severity of significant effects examined in the PEIR, or require any new mitigation measures or alternatives and, based on the initial study checklist, has prepared the Fourth Addendum; and,

WHEREAS, a duly noticed public hearing regarding the 2018 Project was held on April 10, 2018.

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

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

SECTION 2. The Planning Agency and City Council have each independently considered the Fourth Addendum to the Program Environmental Impact Report (PEIR) prepared by the Applicant, along with the PEIR, and all materials presented to the City by the Applicant and the public with respect to the 2018 Project. The Planning Agency and the City Council each find that no further environmental review is required for the 2018 Project. The Fourth Addendum adequately demonstrates the following, as more fully explained in that document. The Project is a later activity within the scope of the PEIR. There are no substantial changes that would require major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There are no substantial changes with respect to the circumstances under which the 2018 Project is being undertaken and implemented which will require major revisions of the PEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified effects. There is no 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 PEIR was certified showing: (a) one or more significant effects not identified in the PEIR; (b) significant effects previously identified will be substantially more severe than shown in the PEIR; (c) mitigation measures or alternatives previously found not feasible would in fact be feasible, and would substantially reduce one or more significant effects, but the mitigation measures or alternatives have not been adopted; or (d) mitigation measures or alternatives considerably different from those analyzed in the PEIR would substantially reduce one or more significant effects on the environment, but the mitigation measures or alternatives have not been adopted. (Public Resources Code Section 21166 and CEQA Guidelines Sections 15168, 15162, and 15164.)

SECTION 3. All applicable mitigation measures from the PEIR are incorporated into the 2018 Project and are included in the conditions of approval for the 2018 Project. The 2018 Project shall comply with such mitigation measures.

SECTION 4. The Planning Agency and the City Council hereby adopt the Fourth Addendum to the PEIR.

SECTION 5. The Planning Agency hereby determines that the required findings by the City for approval of Site Development Permit/Master Sign Program Amendment No. 8-17-3965 have been met and made as follows:

Site Development Permit

1. The site design complies with standards of the Development Code in that:

The 2018 Project is located within the Village Commercial zoning district and is subject to the Urban Village Specific Plan (UVSP). As conditioned, the proposed 2018 Project will be in conformance with the development standards for properties within the Village Commercial Zone and the Urban Village Specific Plan area, including density, building FAR, landscape requirements, parking requirements, setbacks, building height, and other development standards required as described in the report to the Planning Agency and City Council for Site Development Permit/Master Sign Program Amendment No. 8-17-3965.

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

The site presently consists of an existing mixed-use commercial center. The 2018 Project proposes a minor reconfiguration to the commercial development, including demolition of a single building and construction of two buildings in its place, and will continue to incorporate a network of pedestrian paths throughout the site, serving the community's needs. The Project is consistent with the land use concept, design guidelines, and development standards and creates a village identity as envisioned in the UVSP.

The Project represents an increment of the total development anticipated in the amended UVSP as evaluated in the PEIR. From an environmental standpoint, the development is also suitable for the site in that the 2018 Project would not result in any new significant impacts or substantially more severe environmental impacts than those considered and addressed in the PEIR which analyzed the impacts of build-out under the General Plan, including build out under the UVSP. The 2018 Project will not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts to the surrounding neighborhoods.

3. The 2018 Project is consistent with the City's General Plan and applicable design guidelines in that:

Within the General Plan, the site is identified “Village Commercial” and is envisioned as a master planned area (USVP area) containing specific design standards and policies that enhance the pedestrian and vehicle circulation within a currently developed area. The intent of this designation is to establish a community core where commercial, civic, and high density residential uses would be appropriate. The area should contain enhanced pedestrian areas that conveniently link commercial, residential, and civic activity areas. Typical uses include those associated with regional shopping centers, as well as a medical center, financial institutions, institutional and government uses, auto-related services, community facilities, professional offices, and high density residential uses.

The 2018 Project implements the General Plan vision for the UVSP by providing for the continued redevelopment of the existing commercial center with a development that will create additional retail, restaurants, services, and gathering spaces, with improved pedestrian links. The 2018 Project implements the General Plan vision for the area by providing for the redevelopment of the existing site without exceeding the AM and PM peak hour vehicle trip budgets established by the UVSP.

The proposed buildings illustrate a Spanish-Colonial architectural style complementary to the existing built environment. The proposed commercial buildings will be of quality design, with strong and appropriately scaled framework of architectural and landscape architectural elements and design that conform to the UVSP Design Guidelines. The massing of the buildings and landscaping within the project site will be designed to create a sense of unity. High-quality development features will be provided throughout the project site through site design (e.g., building orientation, screening and placement of service areas), architecture (e.g., mass, scale and form, style, material and color) and streetscape elements (e.g., lighting, paving materials).

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

The proposed commercial buildings will be of quality design with a strong and appropriately scaled framework of architectural and landscape architectural elements and design. The new buildings have been placed on the site in ways that meet development standards, as well as what was identified in the Development Agreement. The massing of the buildings and landscaping within the project site will be designed to create a sense of unity. High-quality development features will be provided throughout the project site through site design (e.g., building orientation, screening and placement of service areas), architecture (e.g., mass, scale and form, style, material and color) and streetscape elements (e.g., lighting, paving materials). Development of the 2018 Project will enhance and strengthen

the character of the existing center through the addition of landscaping, hardscape, pedestrian pathways, and other improvements onsite.

Master Sign Program Amendment

1. That the design and application of the sign criteria required by the development code are satisfied by the proposed sign program amendment.

The City's Development Code provides for deviations from the standard sign criteria subject to the approval of a Master Sign Program by the Planning Agency. The Project's Master Sign Program Amendment proposes an additional sign type that will enrich the visual quality of the development. The proposed size and location of the sign reinforce the character of the center and is appropriate for this type of development.

2. That the sign program amendment provides a compatible and harmonious design between advertising, landscaping, and building design.

The Master Sign Program for Oakbrook Village was originally approved and adopted in 2012. No changes are being proposed that would impact the character and design of the existing signage or of future signage. The purpose of the Amendment is to allow a single new building sign on a façade facing Interstate 5. The sign program is an integral part of the site's architectural features and crafted to complement the new buildings and landscaping in a manner consistent with the UVSP.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve Site Development Permit/Master Sign Program Amendment No. 8-17-3965 subject to the following conditions of approval:

General

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: the project applicant, Laguna Hills Investment Company, the owner(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in the following Conditions of Approval, it shall collectively refer to the SDPM/MSP No. 8-17-3965 approved pursuant to this Resolution.
3. Unless the context dictates otherwise, whenever the term "2018 Project" is used in the following Conditions of Approval, it shall collectively refer to the plans, studies and exhibits submitted to the City by the Applicant to depict

the improvements to be constructed as part of the 2018 Project, as modified by these Conditions of Approval, including but not limited to the following:

- Oakbrook Village Submittal Package (dated August 2, 2017)
 - Master Sign Program (dated August 8, 2017)
4. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, attorneys, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.
5. Approval of this Permit constitutes approval of the proposed 2018 Project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project regarding any other applicable ordinance, regulation, or requirement.
6. Failure to abide by and faithfully comply with any and all conditions of approval set forth herein shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.

7. The Applicant shall agree in writing to these Conditions of Approval within 30 days of the Planning Agency's approval.
8. Within 60 days of the Planning Agency/City Council's approval of this Permit, the Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit.
9. Within 48 hours from 2018 Project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing of the Notice of Determination.
10. The conditions of 2018 Project approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these conditions constitute written notice of the amount of such fees. The Applicant is hereby notified that the 90-day period in which the Applicant may protest the fees, dedications, reservations, or exactions imposed on this 2018 Project through the Conditions of Approval, commencing from the date of approval of the 2018 Project, has begun.
11. Except as stated herein, the conditions of approval applicable to Site Development Permit / Master Sign Program/Conditional Use Permit / Parking Use Permit / Vesting Tentative Tract Map / Precise Plan / Development Agreement No. 12-11-2137, as set forth in Resolution No. PA2012-11-13-1, as modified by Resolution No. PA2014-02-11-2, Resolution No. PA2015-02-10-1, and Resolution No. PA2016-03-08-1, remain in effect, and are equally applicable to the 2018 Project. This includes, without limitation, all applicable mitigation measures included in the 2009 General Plan Program EIR, as explained in the Fourth Addendum, which are incorporated herein by reference.

Planning

12. Prior to the commencement of any work, the Applicant shall provide a contact number for the public to call concerning dust, noise, or other construction-related impacts.
13. The Applicant shall maintain the property in compliance with property maintenance standards (LHMC Chapter 9-74). This includes prohibitions on outdoor storage and maintenance of the premises that causes obnoxious odors.
14. Prior to issuance of the first building permit for either Building A1 or A2, the Applicant shall submit a landscape and irrigation plan to the Community Development Director for review and approval, consistent with the requirements of LHMC 9-46 and 9-47 for the proposed landscape

renovation. No building final or occupancy for a tenant improvement shall be granted until required landscape and irrigation improvements have been completed.

15. All construction shall comply with the 2016 California Building, Mechanical, Plumbing, and Electrical and Green Building Codes in regard to the applicable occupancy type(s).
16. The Applicant shall be responsible for site compliance with Chapter 11 of the 2016 California Building Code with regard to accessibility requirements.
17. The Applicant shall be responsible for obtaining all required building permits prior to commencement of the work for which the Permit is required.
18. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work, as required by Section 107 of the 2016 California Building Code.
19. Prior to issuance of building permits, the Applicant shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by the City of Laguna Hills Ordinance No. 2003-9 and to comply with mandates of CalRecycle.
20. Prior to the issuance of the first building permit for either Building A1 or A2, the Applicant shall submit a final exterior 2018 Project lighting and photometric plan to the Community Development Director for review and approval. No building final or occupancy for a tenant improvement shall be granted until required lighting improvements have been completed.
21. The Applicant shall comply with water quality requirements for general construction in City of Laguna Hills Ordinance 2003-12.
22. Prior to the demolition of any existing parking spaces, the Applicant shall demonstrate to the satisfaction of the Community Development Director that an adequate number of on-site parking spaces will remain after implementation of the 2018 Project. In accordance with Condition of Approval Nos. 31 and 32 of the 2012 Project Approvals, Applicant may be required to recalculate the Shared Parking Model and/or prepare a parking and circulation study. In addition, the Applicant expressly acknowledges and agrees that development of the remaining Deferred Retail Pad (Pad F) is subject to availability of required parking and that, prior to approval of any future Subsequent Development Approval for the development of Deferred Retail Pad F, Applicant may be required to recalculate the Shared Parking Model in its entirety and to demonstrate that there will be sufficient

on-site parking spaces available within the Oakbrook Village Shopping Center to serve all existing and proposed uses.

23. The effectiveness of this Permit is subject to the approval and recordation of Lot Line Adjustment No. 12-17-4061.

Signs

24. Prior to the issuance of any sign permit, final sign locations shall be subject to the review and approval of the Community Development Director for consistency with the Master Sign Program prior to the issuance of permits for the specific sign.

Fees

25. Pursuant to the Urban Village Specific Plan and the Development Agreement, the Applicant is required to furnish public art or pay an in-lieu fee in connection with the 2018 Project. In accordance with Section 7.5 of the Development Agreement, certain public art has already been installed in Phase 1. Accordingly, prior to issuance of any building permits for the 2018 Project, the Applicant shall pay an Urban Village Specific Plan Public Art In-Lieu Fee in an amount equal to the difference between (a) 0.5% of the total construction costs of Phase 1, including the 2018 Project, and (b) the value of the public art already provided, as determined by the City in accordance with the Development Agreement. If the value of the existing public art already furnished exceeds 0.5% of the aggregate construction costs of Phase 1, including the 2018 Project, at the time building permits are applied for, no additional in-lieu fee shall be due pursuant to this Condition.
26. Pursuant to Chapter 9-102 of Laguna Hills Municipal Code and the Development Agreement, the Applicant is required to pay a traffic impact mitigation fee in the amount of Three Thousand Nine Hundred Fourteen Dollars (\$3,914.00) per each new PM peak hour trip generated as a result of the entire Oakbrook Village Shopping Center Project (Phase 1 and Phase 2), if any, as determined by the City Engineer. The 2018 Project is part of Phase 1 and the trips generated by the 2018 Project will be included in this calculation; however, approval of this Permit will not result in the net new PM peak hour vehicle trips threshold being exceeded at this time. Therefore, Applicant is not required to pay any traffic impact mitigation fee prior to issuance of building permits for the 2018 Project.
27. Prior to the issuance of grading, building, encroachment, or other permits, as applicable, the Applicant shall pay, or provide City with evidence of payment of, all fees required by public agencies other than the City, whether or not collected by the City, including, but not limited to, the fees

imposed pursuant to the County of Orange's CARITS program, the fees imposed pursuant to the County of Orange's major thoroughfare and bridge fee programs for the Moulton Parkway/Laguna Niguel area, fees imposed by the San Joaquin Hills Transportation Corridor Agency, and school district fees.

Public Services

28. The Applicant shall submit a final grading plan and erosion control plan on 24"x 36" mylar sheets to the satisfaction of the City Engineer. The grading plan shall show street, sewer, water, storm drain facility, and all proposed grading. The plans shall show the extent of topography of the grading plan and shall be sufficient to determine drainage impacts to the surrounding area. All grading shall be designed and constructed in accordance with the City's Grading and Excavation Code. The final grading plan shall be approved by the City Engineer prior to the issuance of a building permit. No concentrated drainage shall be allowed to cross the public right of way at driveways or sidewalks.
29. A separate hydrology and hydraulic analysis report shall be provided in accordance with current County of Orange Hydrology Manual. The 2018 Project Drainage Plan shall provide 100 year storm protection at one foot below all finished floor elevations and collect 25 year storm flows into drainage devices at sump locations, not including hydromodification retention of flows. During 100 year storm events, one travel lane in each direction on primary internal access roads shall be free of inundation, open and passable, as approved by the City Engineer. No onsite development shall impede the functionality of any existing drainage devices in the public right of way. The hydraulic analysis shall demonstrate the above specifications are met.
30. Prior to issuance of any grading or building permits, the Applicant shall submit for approval by the Community Development Department and Public Services Department a Water Quality Management Plan (WQMP) for all priority projects as defined in the NPDES permits and County of Orange Model WQMP technical guidance document. The WQMP shall identify Low Impact Development (LID) BMPs and routine structural and non-structural measures specified in the current Orange County Drainage Area Management Plan (DAMP) and the San Diego Regional Water Quality Control Board (SDRWQB) requirements. This WQMP must also:
 - a. Address site design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or "zero discharge" areas, conserving natural areas, preserving trees, and retaining existing site hydrology to the maximum extent practicable;

- b. Include a design goal to maintain or replicate the pre-development hydrologic functions through site preservation, infiltration, retention, detention, evapotranspiration, and filtration treatment systems.
 - c. Incorporate applicable routine source control BMPs as defined in the DAMP and provide a detailed description of their implementation;
 - d. Incorporate applicable treatment control BMPs as defined in the DAMP to the approval of the City Engineer;
 - e. Implement Low Impact Development (LID) BMPs to reduce runoff to the maximum extent practicable.
 - f. Include full capture trash and debris systems consistent with SDRWQCB Order No. R9-2017-0077 and approval of the City Engineer.
 - g. Include an Operation and Maintenance (O&M) plan that identifies the mechanism(s) by which long-term O&M of all post construction BMPs will be provided and funded, to include an annual self-certification of maintenance and operational functioning of the BMPs, as requested by City.
31. The Project site shall meet hydromodification criteria and the Applicant shall provide necessary calculations in the Grading Plan and WQMP, in accordance with the SDRWQCB NPDES Order No. R9-2013-0001, Section E.3.c(2), as amended by Order Nos. R9-2015-0001 and R9-2015-0100 Permits. Hydromodification determinations shall be made using the South Orange County Hydrology Model.
32. If the construction area is one acre or more in size, prior to issuance of grading permits, the Applicant shall submit a copy of the Notice of Intent (NOI) indicating that coverage has been obtained under the National Pollutant Discharge Elimination System (NPDES) State General Permit for Storm Water Discharges Associated with Construction Activity from the State Water Resources Control Board. Evidence that the NOI has been obtained shall be submitted to the Public Services Department. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the project site and be available for City review upon request. In addition, the Applicant shall include notes on the grading plans indicating that the project will be implemented in compliance with the Statewide Permit for General Construction Activities.

33. Prior to issuance of a grading permit, the Applicant shall provide an Americans with Disabilities Act (ADA) site review of existing pathways, sidewalks and access ramps for both on-site access and adjacent to the site access along the accessible pathways. The accessible pathway shall not include a path within any drive aisle, except as necessary to cross a drive aisle at 90° to the drive aisle. The report shall be prepared by a professional whose expertise lies in the field and shall include an implementation plan to correct all deficiencies noted and as approved by the City Engineer. Any sidewalk or pathway not in compliance with ADA standards shall be reconstructed.
34. The Applicant shall demonstrate to the satisfaction of the City Engineer that all on-site access routes are capable of accommodating truck access and truck turning radii.
35. Prior to the issuance of a grading or building permit (whichever occurs first), the Applicant shall submit a geotechnical report prepared by a registered engineering geologist for approval by the City Engineer. The report shall include evaluation of onsite soils and provide recommendations on pavement sections, building foundations, infiltration rates and a discussion of the functionality of permeable pavements, if any, and all water quality features. All on site Asphalt Concrete pavements shall be constructed with a minimum structural section of 3" Asphalt Concrete over 4" Class II Aggregate Base, compacted to 95% relative compaction, or greater, as recommended by the soils engineer.
36. Prior to the grading permit close out or the issuance of a certificate of use and occupancy, the Applicant shall demonstrate compliance with the WQMP in a manner meeting the satisfaction of the City Engineer, including:
 - a. Demonstrates that all structural BMPs described in the 2018 Project WQMP have been implemented, constructed, and installed in conformance with approved plans and specifications;
 - b. Demonstrates that the Applicant has complied with and/or is prepared to implement all non-structural BMPs described in the 2018 Project WQMP;
 - c. Demonstrates that an adequate number of copies of the project's approved 2018 Project WQMP are available for the future occupants;
 - d. Demonstrates that the Applicant has agreed to and recorded CC&R's, an agreement, or another legal instrument approved by the City Attorney, requiring the property owner, successors, tenants (if

applicable), and assigns to operate and maintain, in perpetuity, the post-construction BMPs described in the 2018 Project WQMP.

- e. The Community Development Department and Public Services Department shall determine whether any proposed change in use requires an amendment to an approved 2018 Project WQMP and/or recorded document or agreement.
37. Trash/recycling enclosures shall be constructed per the City of Laguna Hills standards including a solid roof and sewer drain connection.
38. No work shall be performed within the public right-of-way, by the applicant/owner or his or her agents until a public property encroachment permit is issued by the City Engineer and applicable fees have been paid and/or deposits submitted.
39. It shall be the Applicant's responsibility to protect-in-place existing public improvements. Public improvements that are damaged as a result of the proposed construction shall be the responsibility of the Applicant and/or contractor of record to repair or replace to the satisfaction of the City Engineer.
40. The Applicant shall prepare a haul route plan for all exports from the site subject to the approval of the City Engineer. The haul route shall not utilize any arterial highway prior to 9:00 am or after 4:00 pm daily. No construction equipment traffic shall access or depart the site during morning or evening peak periods, which are 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., Monday through Friday. The Applicant shall provide a construction vehicle routing plan for approval by the City Engineer prior to any demolition or construction work.
41. No public streets shall be utilized for temporary storage of any construction materials and no vehicles shall be off-loaded or deliveries or filled with materials to be exported by utilizing any public street for a staging area.
42. To the extent any excavations for utilities into Avenida de la Carlota are required by this Project, an Encroachment Permit will be required and pavement restoration shall include full width slurry seal to limits as designated by the City Engineer.

PASSED, APPROVED, AND ADOPTED this 10th day of April, 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2018- adopted by the Planning Agency of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 10th day of April, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

Attachment: Attachment 1 - Proposed Resolution of Approval (1529 : SDP/MSP No. 8-17-3965 (Oakbrook Village))

Attachment 2

Site Development Permit/Master Sign Program No. 8-17-3965
Vicinity Map





Attachment: Attachment 2 – Vicinity Map [Revision 1] (1529 : SDP/MSP No. 8-17-3965 (Oakbrook Village))



City of Laguna Hills

SDPM/MSP No. 8-17-3965 Vicinity Map



Attachment 3

Site Development Permit/Master Sign Program No. 8-17-3965
Letter of Justification





08-08-2017

Jay Wu, Senior Planner
Community Development Department
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Re: Oakbrook Village – Phase 1, Buildings A1 and A2
Letter of Justification

Dear Mr. Wu,

On behalf of our client Fritz Duda, we are pleased to be submitting for a Site Development Permit the project as follows.

Two new retail buildings (A1-6,650 sf and A2-14,000 sf) to be built over vacant (to be demo'd) Lone Star Steakhouse. Modify parking field to turn striping perpendicular to new building frontage. Create pedestrian friendly pathways compliant with the Urban Village Specific Plan to connect the new buildings with the existing sidewalks and existing Oakbrook Village buildings. Blend architectural style and landscape palette with the existing center to create a cohesive and seamless shopping center.

If you have any questions, please call me to discuss this. Thank you.

Sincerely,

Architects Orange

Scott Jones
Associate

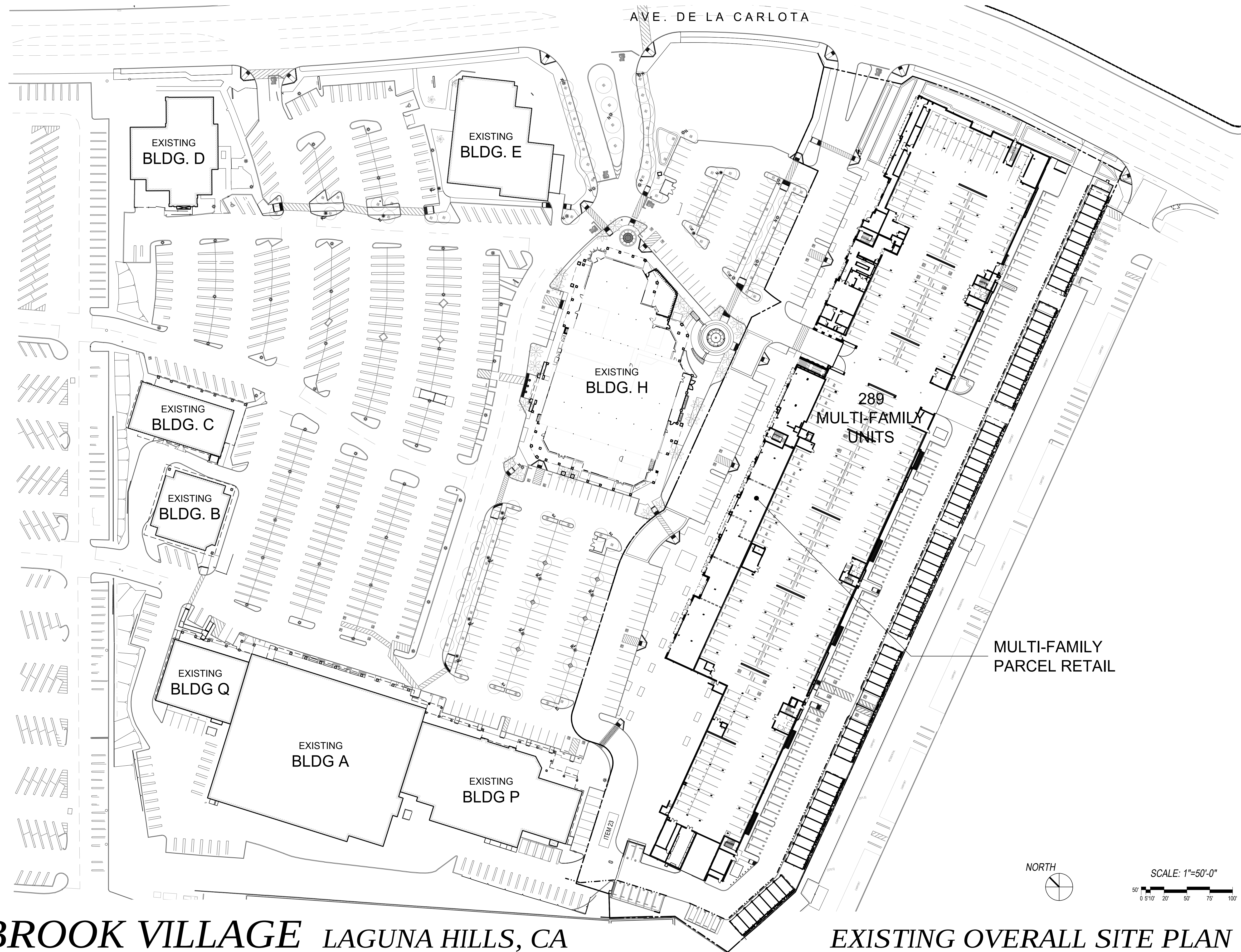
c: Paul Bernard, Fritz Duda
Tom Fanning, Fritz Duda

Attachment 4

Site Development Permit/Master Sign Program No. 8-17-3965
Project Plan Set







OAKBROOK VILLAGE LAGUNA HILLS, CA

FRITZ DUDA CO.

EXISTING OVERALL SITE PLAN

ARCHITECTS ORANGE

144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92866 (714) 639-9860

A1

2015-391

07-19-2017



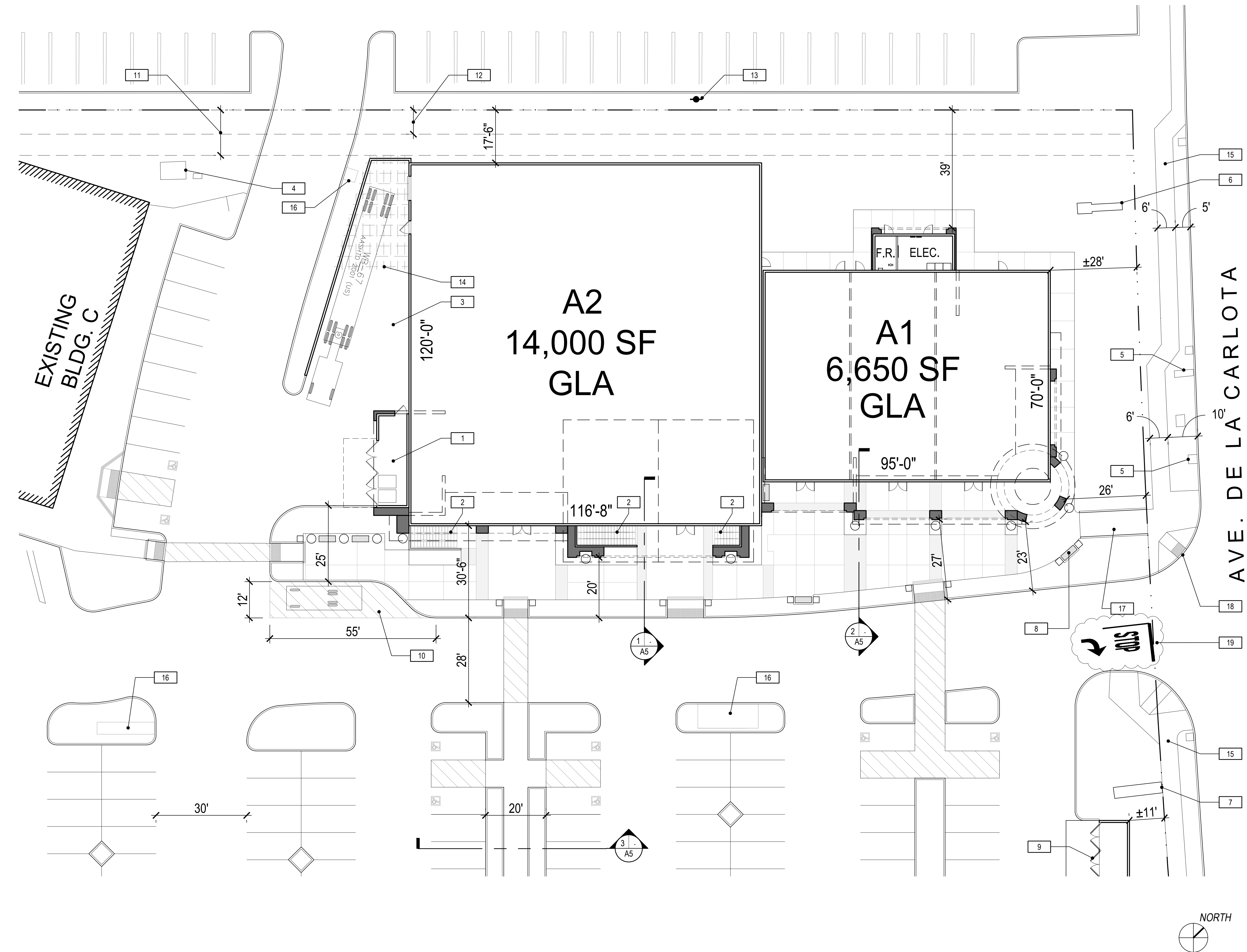
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PROPOSED OVERALL SITE PLAN

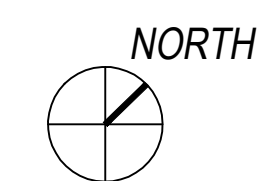
ARCHITECTS ORANGE

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KEYNOTES

- 1 COVERED TRASH AND PALETTE ENCLOSURE PER TENANT SPEC.
- 2 CART STORAGE PER TENANT SPEC.
- 3 ON-GRADE LOADING ZONE.
- 4 EXISTING TRANSFORMER TO REMAIN.
- 5 EXISTING UTILITIES TO REMAIN.
- 6 EXISTING MONUMENT SIGN TO REMAIN.
- 7 EXISTING PYLON SIGN TO REMAIN.
- 8 BOLLARDS AND BENCHES PER SPECIFIC PLAN.
- 9 NEW COVERED TRASH ENCLOSURE FOR BLDG. A1.
- 10 LAGUNA WOODS BUS TURNOUT.
- 11 WATER EASEMENT.
- 12 EDISON EASEMENT.
- 13 EXISTING UTILITY POLE.
- 14 TRELLIS COVER ABOVE.
- 15 EXISTING FRONTAGE ALONG OAKBROOK VILLAGE INSTALLED PER CITY DIRECTION DURING MULTI-FAMILY BUILD IN 2016.
- 16 STORMWATER BIOFILTRATION SYSTEM.
- 17 NEW RAMP.
- 18 NEW CURB CUT AND RAMP.
- 19 RIGHT TURN-OUT ARROW. NO LEFT TURN-OUT. ALL OFF-SITE RESTRIPING OF LANES IS NOT A PART OF SCOPE, BY OTHERS.



SCALE: 1/16"=1'-0"

0 2' 4' 8' 16' 24' 32'

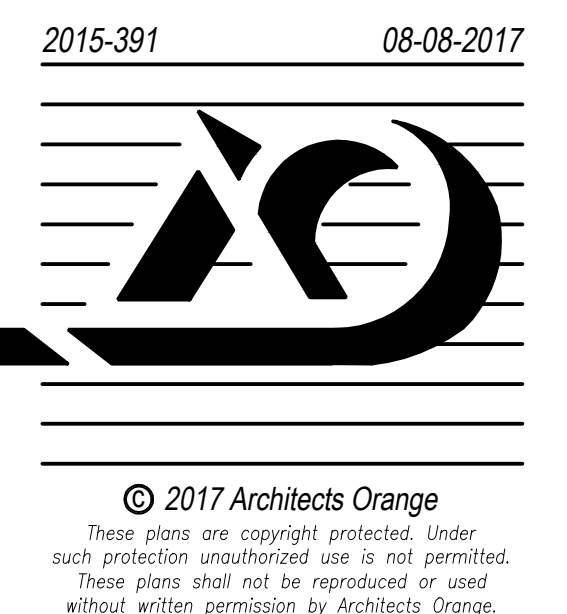
OAKBROOK VILLAGE LAGUNA HILLS, CA

FRITZ DUDA CO.

ENLARGED SITE PLAN / FLOOR PLAN

ARCHITECTS ORANGE

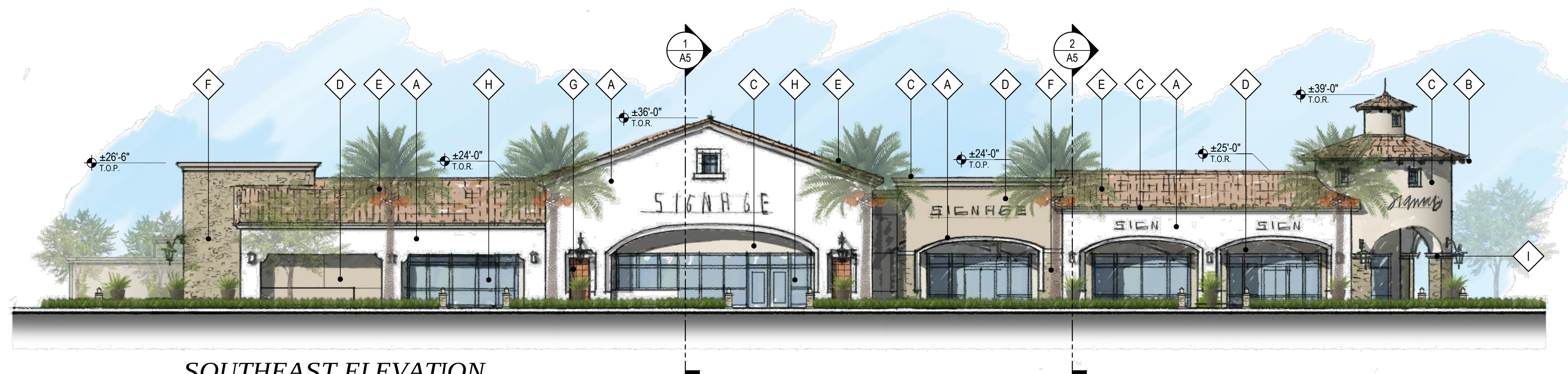
144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92866 (714) 639-9860



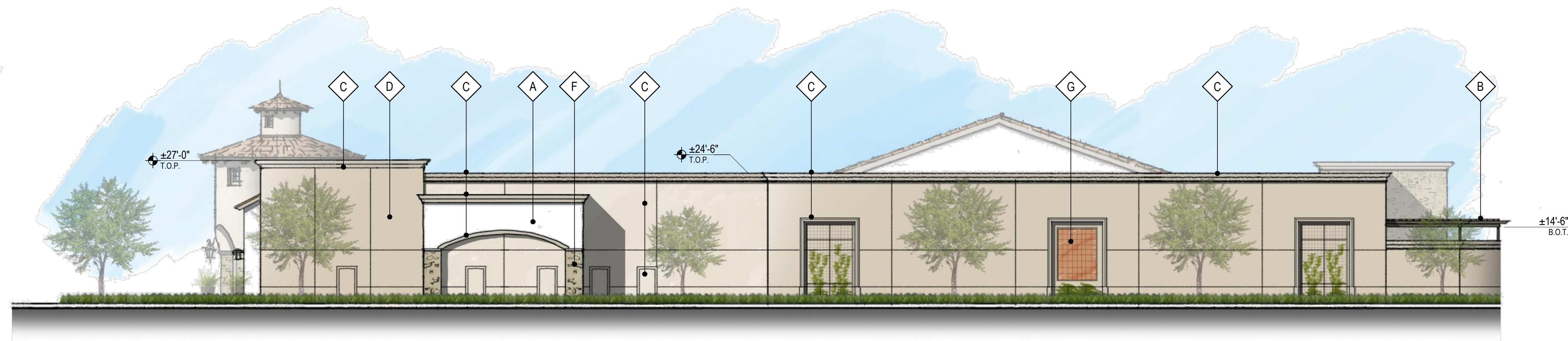
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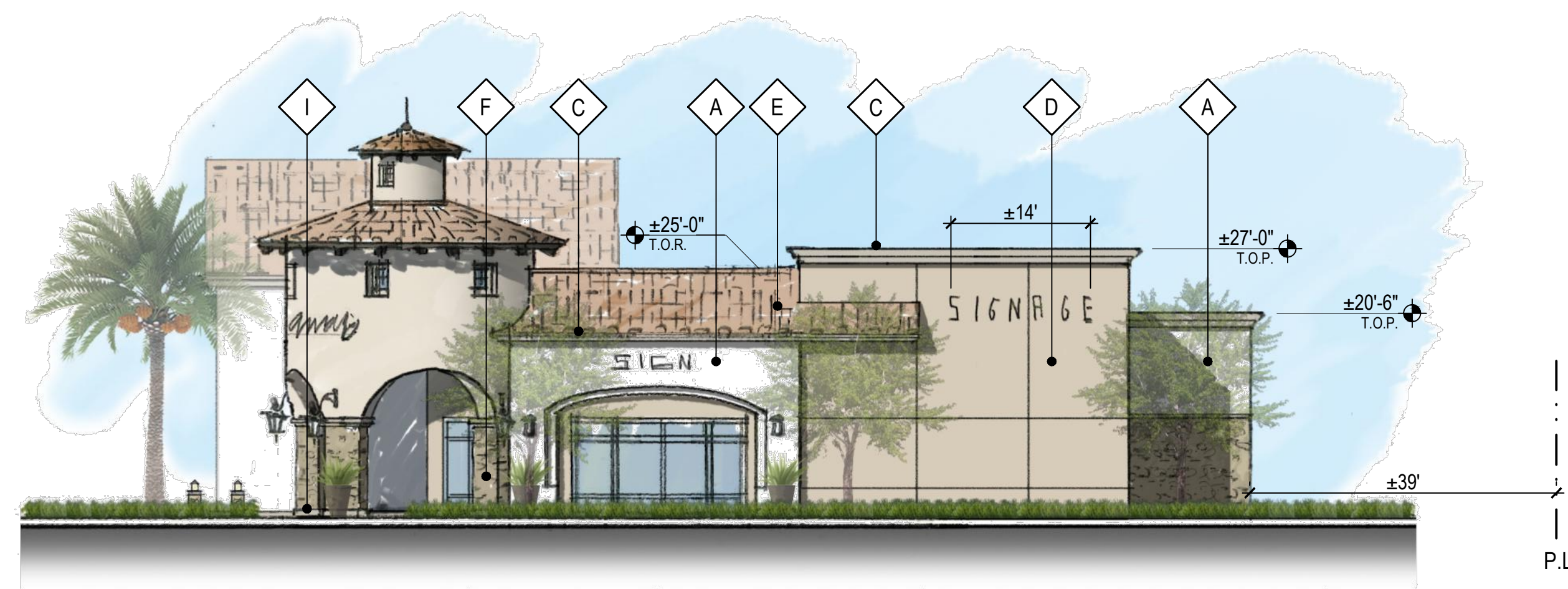
Attachment: Attachment 4 - Project Plan Set [Revision 1] (1529 : SDP/MSP No. 8-17-3965 (Oakbrook Village))



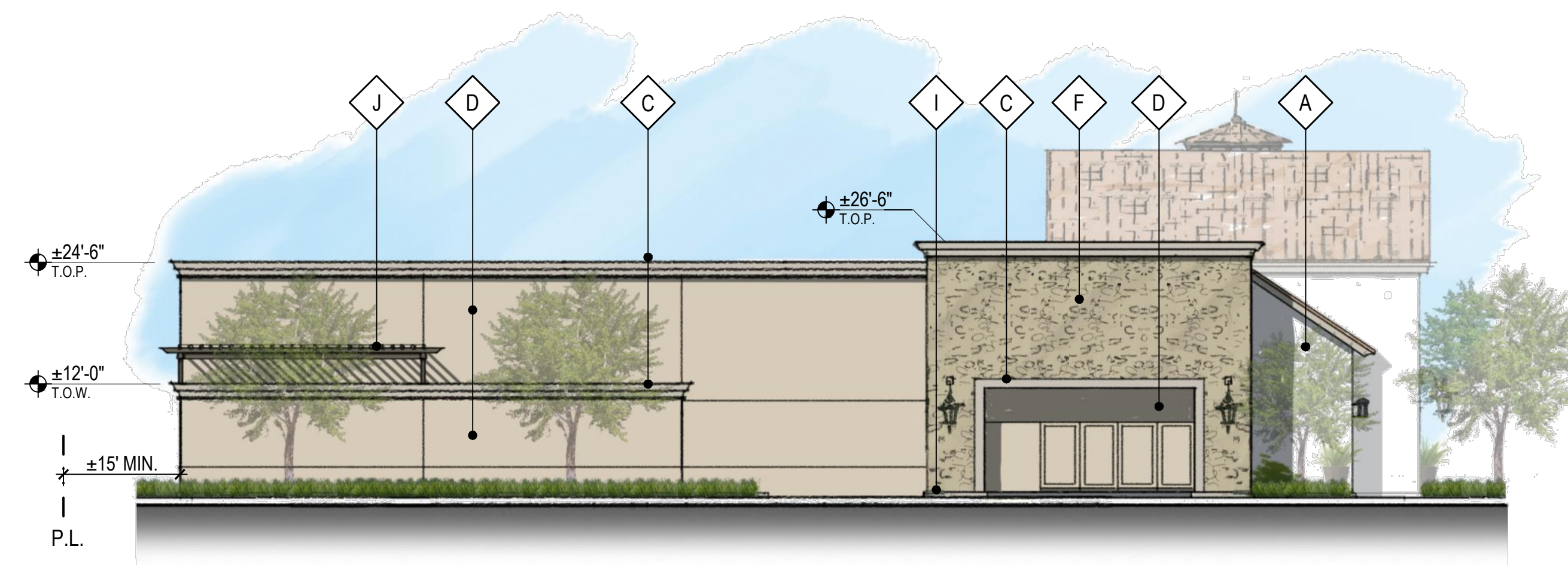
SOUTHEAST ELEVATION



NORTHWEST ELEVATION



NORTHEAST ELEVATION



SOUTHWEST ELEVATION

COLORS & MATERIALS

- A DUNN EDWARDS PAINT
DEW343 "PEARL NECKLACE"
- MATCH BLDG. H
- B DUNN EDWARDS PAINT
DEA161 "WILD MUSTANG"
- MATCH BLDG. H
- C DUNN EDWARDS PAINT
DEC765 "BONE"
- MATCH BLDG. H
- D DUNN EDWARDS PAINT
DEC743 "HIGH NOON"
- MATCH BLDG. H
- E LIGHT WEIGHT CLAY ROOF TILE
BORAL, CLAYLITE "MERLOT" CUSTOM BLEND
- MATCH BLDG. H
- F STONE VENEER
ELDORADO STONE, "WHEATFIELD", GROUT TO MATCH
- MATCH BLDG. H
- G DECORATIVE TILE
FIELD: DALTILE, CEAMIC TILE "TUSCANY", 6"x6"
ACCENT: CALIFORNIA POTTERY & TILE WORKS, 6"x6"
- MATCH BLDG. H
- H ALUMINUM STOREFRONT
ARCADIA, "DARK MEDIUM BRONZE"
- MATCH BLDG. H
- I PRE-CAST CONCRETE BASE / CAP
CONCRETE DESIGN INC., "GRAY"
- MATCH BLDG. H
- J PAINTED METAL TRELLIS
DUNN EDWARDS PAINT
DEA161 "WILD MUSTANG"

NOTES:
1. ALL EXTERIOR CEMENT PLASTER - HARD
TOWELED "SANTA BARBARA" FINISH. FINISH &
TEXTURE TO MATCH BLDG. H

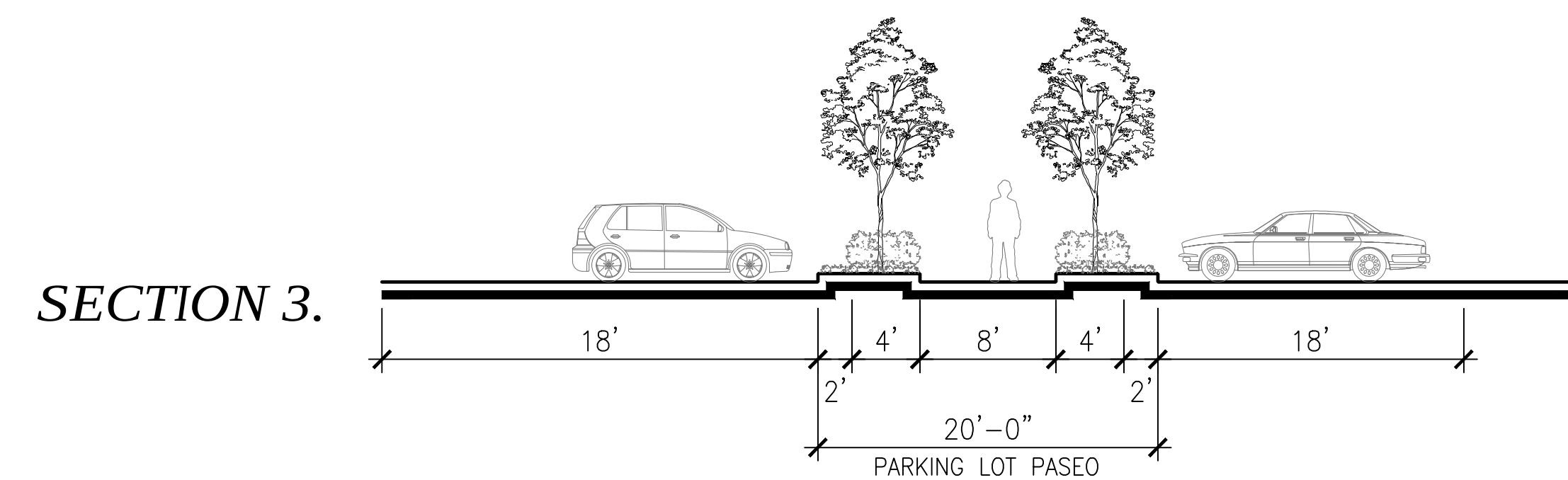
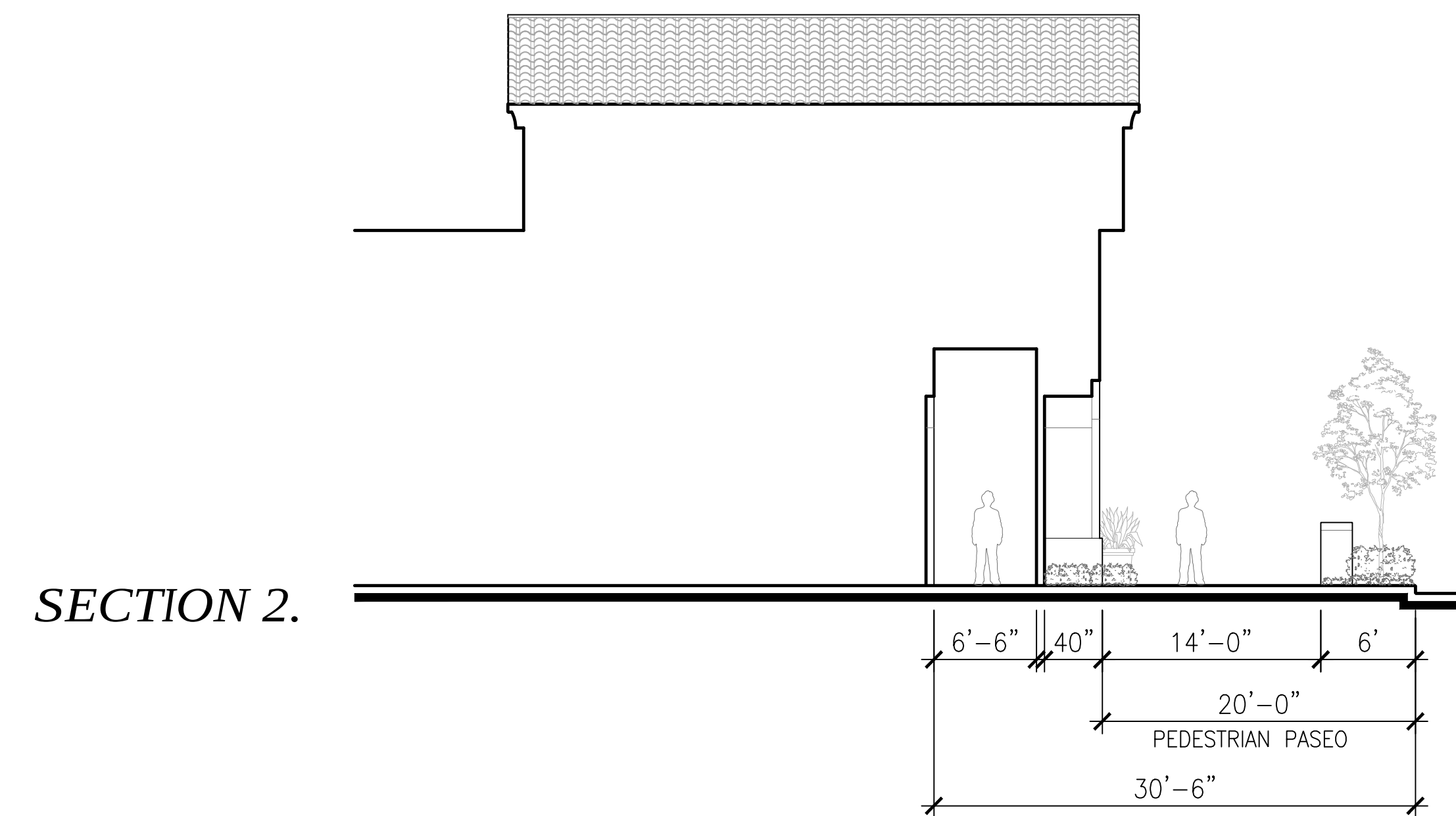
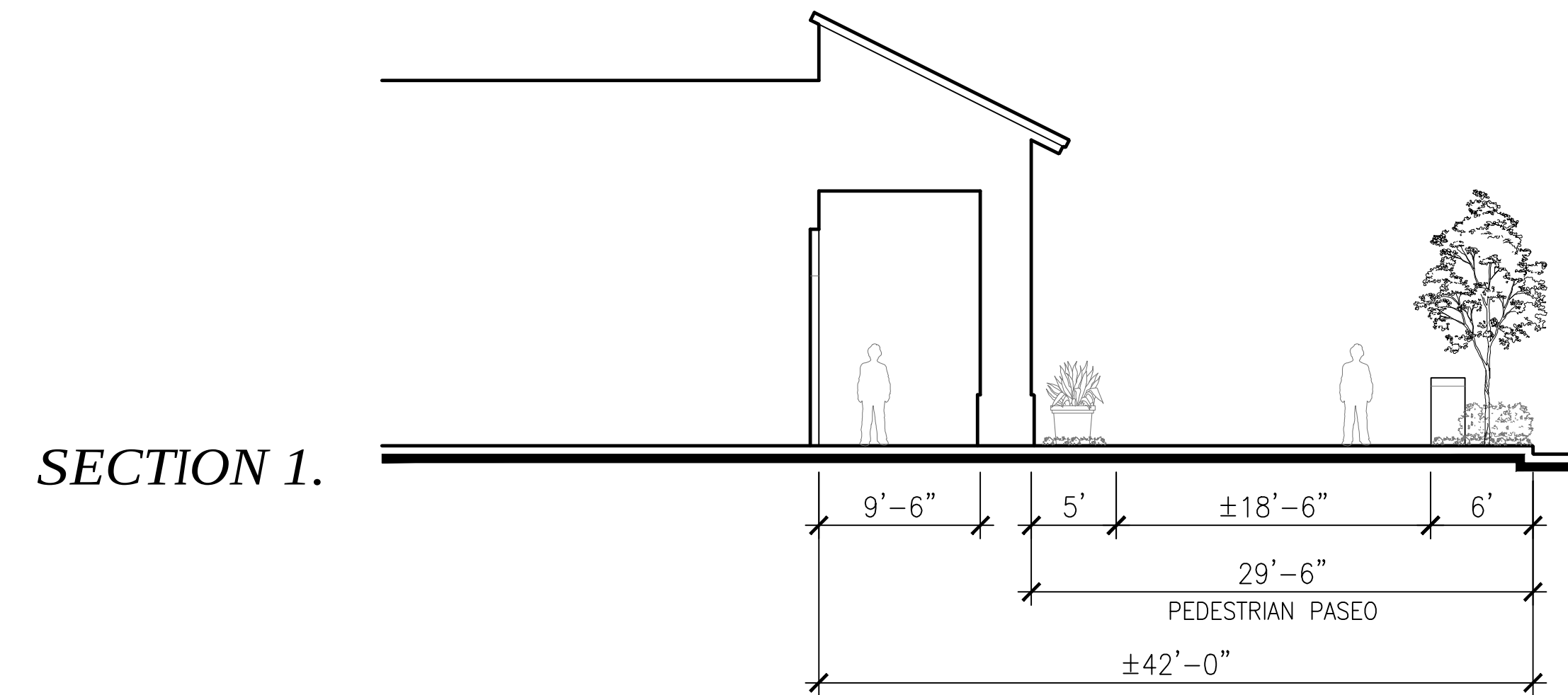
OAKBROOK VILLAGE LAGUNA HILLS, CA
FRITZ DUDA CO.

COLOR ELEVATIONS

ARCHITECTS ORANGE
144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92866 (714) 639-9860

SCALE: 3/32"=1'-0"
0' 1' 2' 4' 8' 16' 21'-4"

2015-391 07-19-2017
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SCALE: 1/8"=1'-0"

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FRITZ DUDA CO.

BUILDING / SITE SECTIONS

ARCHITECTS ORANGE

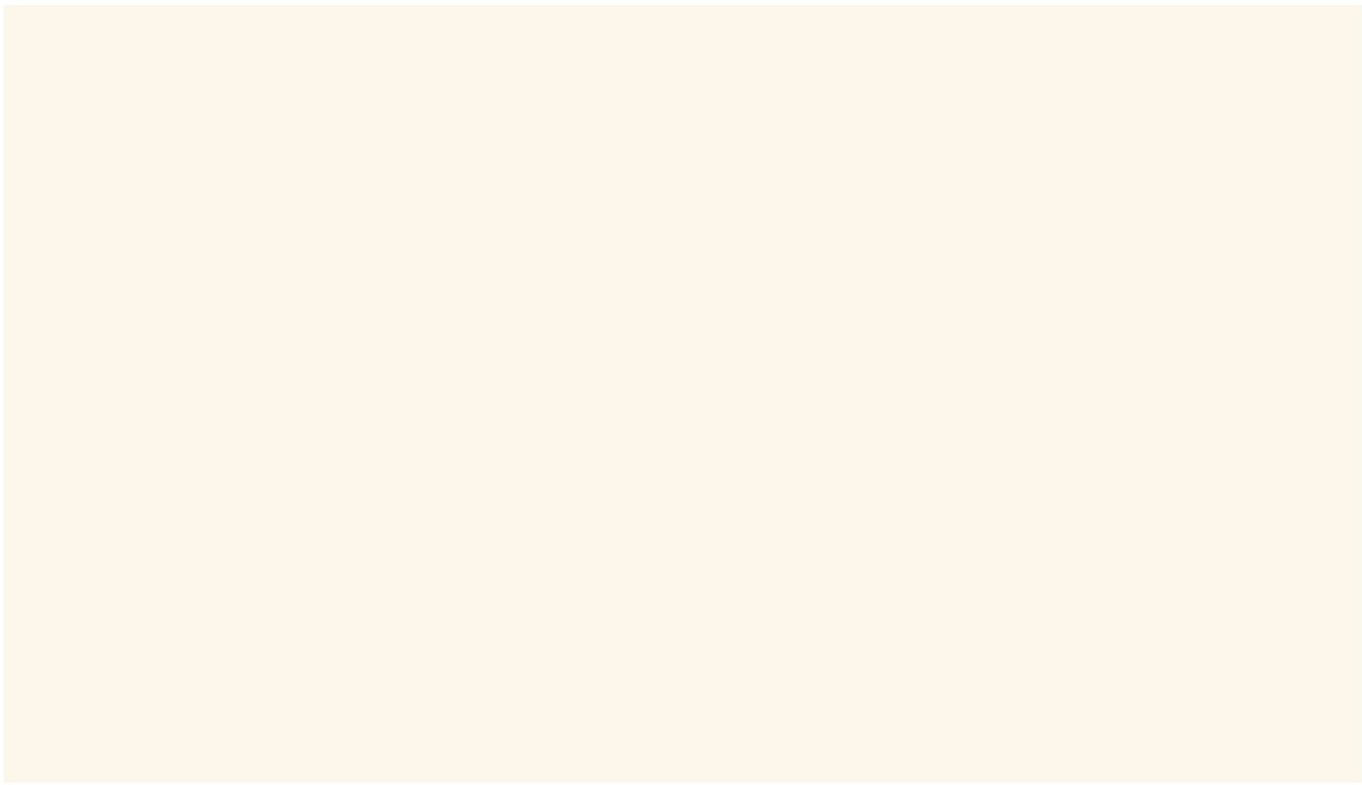
144 NORTH ORANGE ST., ORANGE, CALIFORNIA 92866 (714) 639-9860

A5

2015-391 07-19-2017



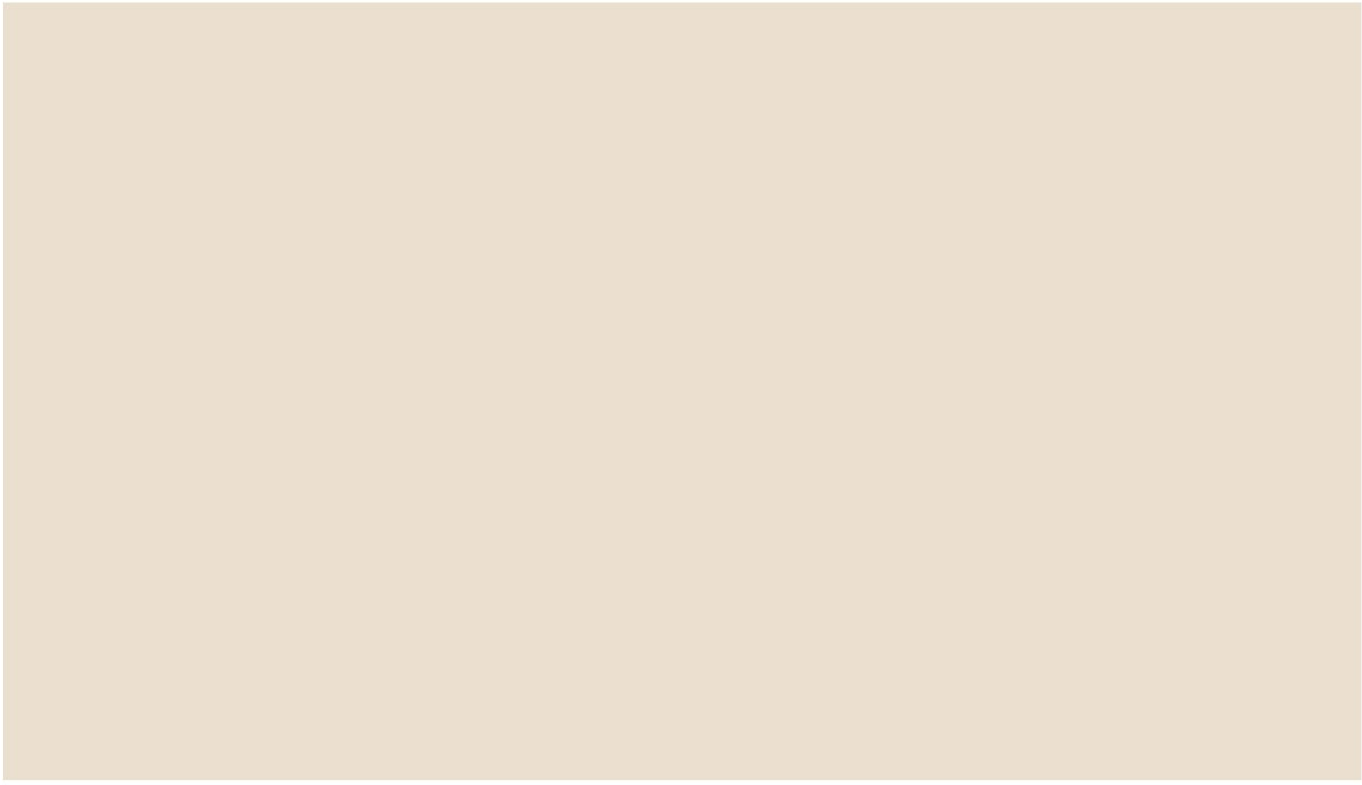
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A.



B./J.



C.



D.

E.



H.



F.



G.

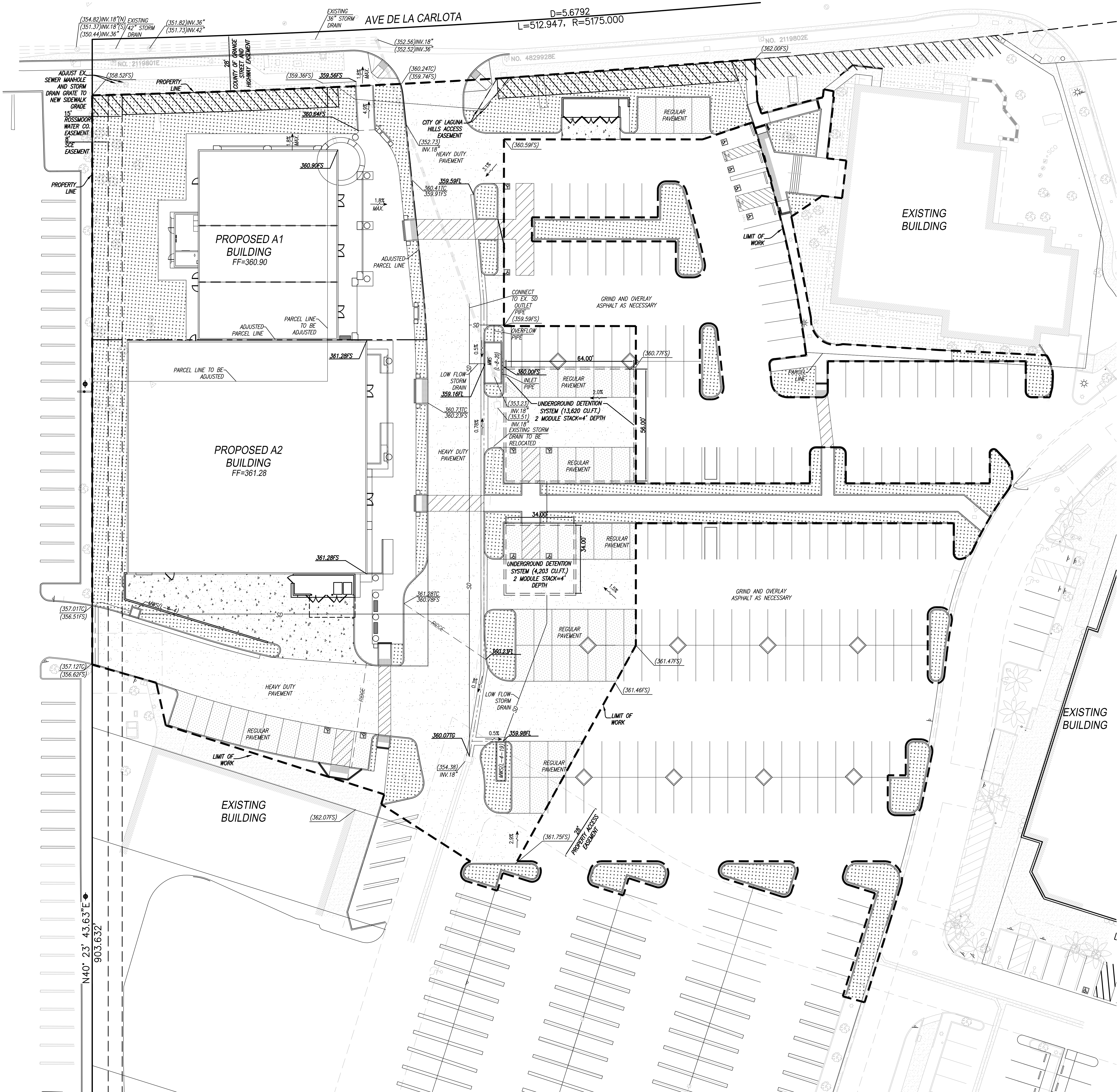


I.

COLORS AND MATERIALS

- A. DUNN EDWARDS PAINT
DEW343 "PEARL NECKLACE"
- MATCH BLDG. H
- B. DUNN EDWARDS PAINT
DEA161 "WILD MUSTANG"
- MATCH BLDG. H
- C. DUNN EDWARDS PAINT
DEC765 "BONE"
- MATCH BLDG. H
- D. DUNN EDWARDS PAINT
DEC743 "HIGH NOON"
- MATCH BLDG. H
- E. LIGHT WEIGHT CLAY ROOF TILE
BORAL, CLAYLITE "MERLOT" CUSTOM BLEND
- MATCH BLDG. H
- F. STONE VENEER
ELDORADO STONE, "WHEATFIELD", GROUT TO MATCH
- MATCH BLDG. H
- G. DECORATIVE TILE
FIELD: DAL TILE, CERAMIC TILE "TUSCANY", 6"x6"
ACCENT: CALIFORNIA POTTERY & TILE WORKS, 6"x6"
- MATCH BLDG. H
- H. ALUMINUM STOREFRONT
ARCADIA, "DARK MEDIUM BRONZE"
- MATCH BLDG. H
- I. PRE-CAST CONCRETE BASE / CAP
CONCRETE DESIGN INC., "GRAY"
- MATCH BLDG. H
- J. PAINTED METAL TRELLIS
DUNN EDWARDS PAINT
DEA161 "WILD MUSTANG"

Attachment: Attachment 4 - Project Plan Set [Revision 1] (1529 : SDD/MSP No. 8-17-3965 (Oakbrook Village))



LEGEND:

| | |
|--|-----------------------|
| | REGULAR DUTY PAVEMENT |
| | HEAVY DUTY PAVEMENT |
| | CONCRETE PAVEMENT |

EARTHWORK:

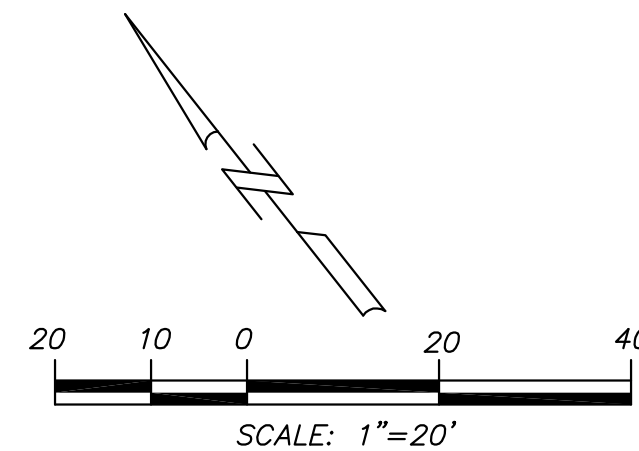
CUT: 1,200 CY
FILL: 1000 CY

EXPORT: 1,200 CY

THE QUANTITIES PROVIDED ABOVE ARE FOR PLAN CHECK PURPOSES ONLY.
CONTRACTOR SHALL PERFORM OWN QUANTITY TAKE-OFF.

LEGEND

| | | | |
|---------------------|--------------------|-------|--|
| PL PROPERTY LINE | WM WATER METER | | |
| FF FINISHED FLOOR | BW BACK OF WALK | | |
| TC TOP OF CURB | FG FINISHED GROUND | | |
| FS FINISHED SURFACE | INVERT ELEVATION | | |
| FL FLOW LINE | PROPOSED CONTOUR | 56 | |
| FG FINISHED GRADE | EXISTING CONTOUR | 56 | |
| GB GRADE BREAK | PROPOSED ELEVATION | 56.10 | |
| Q CENTERLINE | EXISTING ELEVATION | 56.10 | |
| R RIDGE LINE | FIRE HYDRANT | | |
| R/W RIGHT OF WAY | POWER POLE | | |
| WV WATER VALVE | JOIN LINE | | |
| PA PLANTER | | | |



BENCHMARK:

CITY OF LAGUNA HILLS B.M. NO. CLH-1-95

ELEVATION: 358.074 FEET

DATUM: NAVD88, 1995 ORANGE COUNTY SURVEYOR
ADJUSTMENT, AS DEFINED IN THE ORANGE
COUNTY SURVEYOR VERTICAL CONTROL
BOOK PRINTED IN JULY, 1995.

FOUND 1-3/8" DIAMETER BRASS DISC SET IN TOP OF A 4.5' LONG CONCRETE
CATCH BASIN 1' IN FROM THE FACE OF CURB LOCATED AT THE NORTHWESTERLY
SIDE OF AVENIDA DE LA CARLOTA AND 30' SOUTHWESTERLY OF THE EXTENSION OF
CALLE DE LOS CABALLEROS AND 150'± NORTHEASTERLY OF A DRIVEWAY
ENTRANCE TO OAKBROOK VILLAGE AT 24231 AVENIDA DE LA CARLOTA.

BASIS OF BEARINGS:

THE INVERSE BEARING OF N38°23'55"E WAS CALCULATED BETWEEN THE BEGINNING
AND END OF THE 850.00 FOOT RADIUS CURVE ALONG THE CENTERLINE OF AVENIDA
DE LA CARLOTA PER PARCEL MAP NO. 80-120, FILED IN BOOK 187, PAGES 42-44,
OF PARCEL MAPS, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF
CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

DRAWING ISSUE RECORD

DATE DESCRIPTION

REVISION RECORD

NO. DATE DESCRIPTION

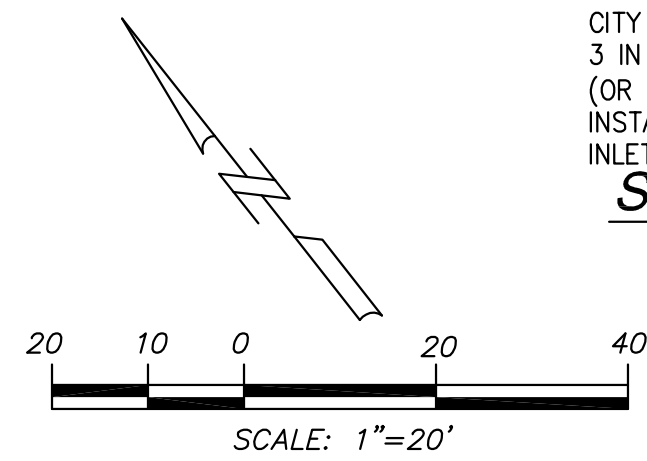
PROJECT NAME

PROFESSIONAL SEAL



SHEET TITLE

SHEET NUMBER



CALCULATION SUMMARY:

CITY STANDARD CURB MARKER #NDW
 3 IN X 5.25 IN ROUNDED CORNER RECTANGLES
 (OR CITY APPROVED EQUAL)
 INSTALL MARKER AT EVERY CURB ADJACENT TO
 INLETS:
STORM DRAIN MARKER
N.T.S.



SHEET TITLE

CONCEPTUAL
WQMP
PLAN

SHEET NUMBER

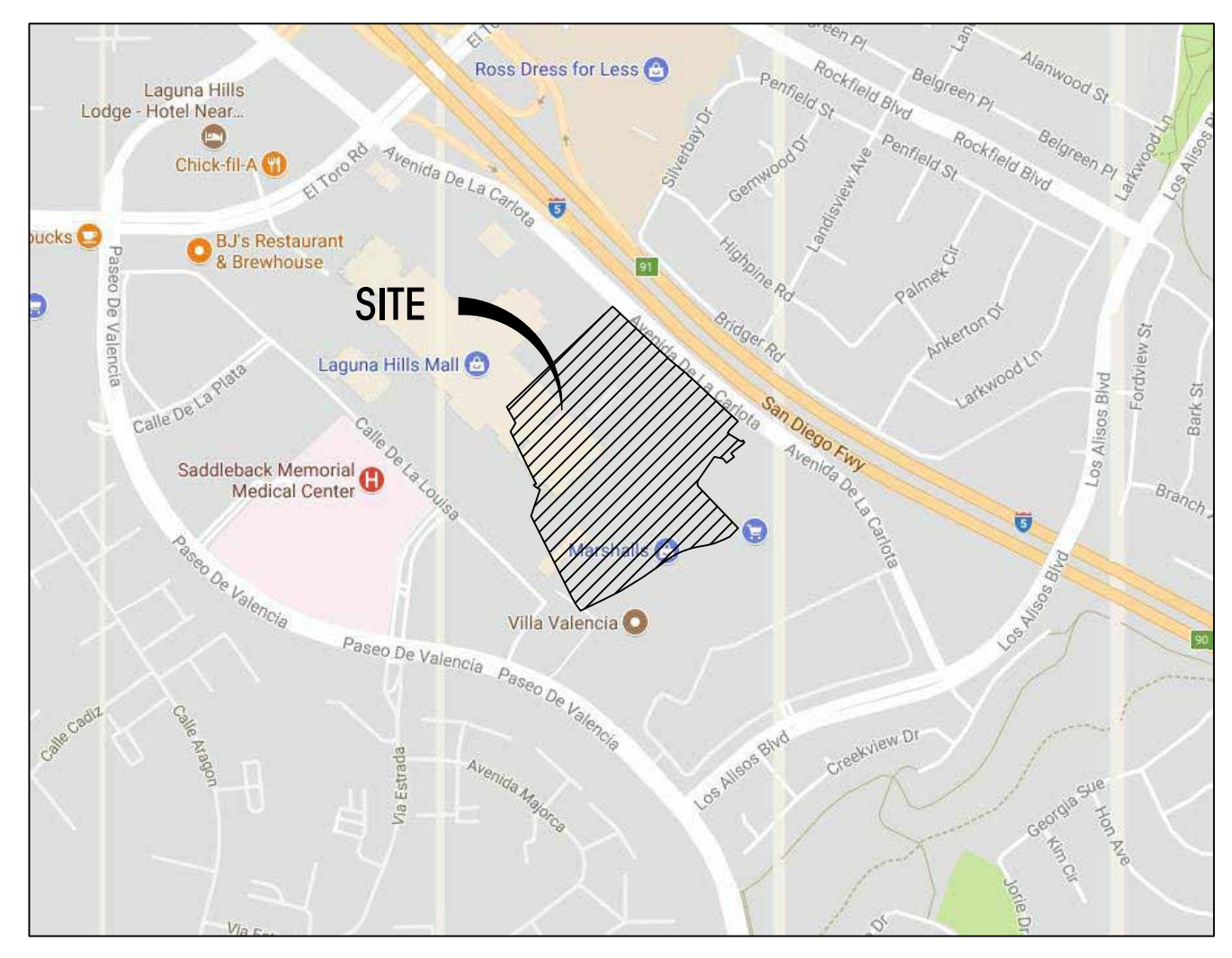
C02

DATE: 08/01/2017



| PLANT PALETTE | | | |
|-----------------------|---|-------------------------|-----------------------------|
| Symbol | Botanical Name | Common Name | WUCOLS Region 3 |
| TREES | | | |
| | Phoenix dactylifera | Date Palm | Low |
| | Tabebuia impetiginosa | Pink Trumpet Tree | Mod. (Low once established) |
| | Lagerstroemia indica | Crape Myrtle | Mod |
| | Tristania conferta | Brisbane Box | Mod |
| TREES | | | |
| | Existing tree to be removed | | |
| | Existing tree to remain | | |
| | Existing boundary tree - Geijera Parviflora to remain | | |
| Symbol | Botanical Name | Common Name | WUCOLS |
| SHRUBS / GROUNDCOVERS | | | |
| | Agave species 'variegata' | Variegated Agave | Low |
| | Bougainvillea 'Rosenka' | Bougainvillea | Low |
| | Buxus japonica 'winter gem' | Japanese Boxwood | Mod |
| | Ligustrum japonicum 'texanum' | Texase Privet | Mod |
| | Mahonia 'Soft Caress' | Soft Caress Mahonia | Mod |
| | Phormium 'Pink Stripe' | Hybrid New Zealand Flax | Low |
| | Phormium 'Yellow Wave' | Hybrid New Zealand Flax | Low |
| | Rosa x 'noare' | Red carpet rose | Mod |
| | Strelitzia reginae | Bird of Paradise | Mod |
| | Senecio serpens | Blue chalksticks | Low |
| | Trachelospermum jasminoides | Star Jasmine | Mod |
| | Westringia f. 'Morning light' | Coast Rosemary | Low |
| | SHRUB SCREEN | | |
| | NOT A PART (N.A.P.) | | |

| OAKBROOK VILLAGE LANDSCAPE REQUIREMENTS | | |
|---|---|---|
| REQUIRED | PROVIDED | |
| 1 | ALL ZONES EXCEED 10% MINIMUM LANDSCAPE REQUIREMENT. | ALL ZONES EXCEED 10% MINIMUM LANDSCAPE REQUIREMENT. |
| 2a | 40% OF OVERALL LANDSCAPE MUST BE DISTRIBUTED FOR THE INTERIOR PARKING. | OVERALL LANDSCAPE FOR INTERIOR PARKING 40%. |
| 2b | 60% MAX. OF OVERALL LANDSCAPE DESIGNATED AS PERIMETER LANDSCAPE. | OVERALL PERIMETER LANDSCAPE 60%. |
| 3 | PLANT MATERIAL PROTECTED FROM VEHICLE OVERHANG. | ALL PARKING LOT STALLS ARE 18' IN LENGTH. NO OVERHANG NECESSARY. |
| 4 | LANDSCAPE SHALL NOT INTERFERE WITH LIGHTING FIXTURES | PROPOSED PLANT MATERIAL AT MATURITY SHALL NOT INTERFERE WITH EXISTING OR PROPOSED LIGHT FIXTURES. |
| 5 | PROPOSED PLANT MATERIAL SHALL NOT SCREEN VISIBILITY OF SIGNS AT MATURE HIGHT. | PROPOSED PLANT MATERIAL AT MATURE HIGHT SHALL NOT SCREEN VISIBILITY OF SIGNS. |
| 6 | PROVIDE PEDESTRIAN ACCESS TO EXTERIOR WALKWAYS AND PROVIDE SAFE TRAVEL BETWEEN STALLS AND BUILDING. | PEDESTRIAN ACCESS IS PROPOSED TO LINK WALKS TO EXTERIOR WALKWAYS AND PROVIDE SAFE TRAVEL BETWEEN STALLS AND BUILDING. |
| 7 | PROVIDE PERMANENT IRRIGATION SYSTEM FOR ALL LANDSCAPING. | ALL LANDSCAPING SHALL BE PROVIDED WITH PERMANENT IRRIGATION SYSTEMS. |
| 8 | PROVIDE LANDSCAPE PLANTERS AT EACH END OF PARKING ROW WITH A MINIMUM WIDTH OF 5'. | LANDSCAPE PLANTERS ARE PLACED AT EACH END OF PARKING ROW WITH A MINIMUM WIDTH OF 5'. |
| 9 | ALL PLANTER AREAS REQUIRE A MINIMUM OF 25 SQ. FT. OF AREA. | ALL REQUIRED PLANTER AREAS CONTAIN A MINIMUM OF 25 SQ. FT. OF AREA. |
| 10 | ALL TREES SHALL BE A MINIMUM OF 24" BOX SIZE WITHIN THE PARKING LOT | ALL TREES WITHIN THE PARKING LOT PROPOSED ARE A MINIMUM 24" BOX SIZE |
| 11 | PARKING LOT TREES SHALL PROVIDE A MINIMUM OF 40% SHADE COVER AT 15 YEARS MATURITY | THE PROPOSED TREE WILL PROVIDE A MIN. OF 40% SHADE COVER AT 15 YEARS MATURITY |

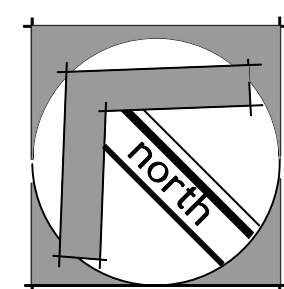
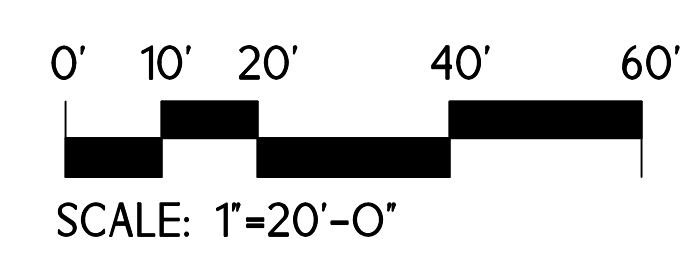


CONCEPTUAL LANDSCAPE PLAN

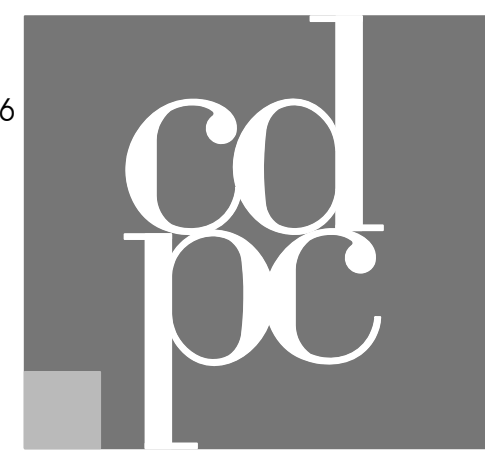
OAKBROOK VILLAGE - BUILDING A1,A2 & PARKING LOT

LAGUNA HILLS, CA

SHEET 1 OF 1
DATE: 08-02-17



conceptual design & planning company
3195-C Airport Loop Dr, Studio One, Costa Mesa, CA 92626
T: 949.399.0870 F: 949.399.0882 www.cdpcinc.com
6659 Marro Road, Atascadero, CA 93422
T: 805.466.3385 F: 805.466.3204



CDPC JOB #: 17036

Attachment 5

Site Development Permit/Master Sign Program No. 8-17-3965
Master Sign Program Amendment



OAKBROOK Village

Laguna Hills, CA.

Sign Criteria

Prepared by the Fritz Duda Company
Dated: October 25, 2012

Revised by Oakbrook Urban Village I, LLC
Dated: July 24, 2014
Updated: August 8, 2017

INDEX

Subject

| | |
|--|---|
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| General Specification – Retail Tenant Primary Signs and Secondary Signs..... | 4 |
| Design Specification - Primary Signs..... | 6 |
| Under-Canopy Signs..... | 7 |
| Shop Window Signage..... | 8 |
| Retail Center Identification..... | 8 |
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| Leasing Signs..... | 9 |
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| Residential Identification Signs..... | 9 |

| | |
|--|---------|
| Exhibit “A” – Site Plan | Page 10 |
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| Exhibit “C” – Sign Elevations – Bldg. A, Marshall’s, and Bldg. P | Page 12 |
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| Exhibit “K” – Residential Monument Sign | Page 20 |

Introduction

This manual has been prepared as a guide for design and installation of retail tenant and residential signing within Oakbrook Village. The specifications indicated within this manual are intended to help each Tenant achieve visual identification.

Tenant agrees to design, construct and install Tenant's signage at Tenant's sole cost and expense in accordance with this Sign Criteria as set forth below, prior to Tenant opening for business in the Center. Conformance to detailed sign drawings and specifications, which have obtained the prior approval of the Landlord and the City of Laguna Hills, will be strictly enforced and any nonconforming sign must be brought into conformance at the sole expense of the Tenant erecting the same. The Landlord shall administer and interpret this Sign Criteria. These Criteria shall apply equally to Tenants of all buildings.

General Requirements – All Tenants

1. Tenant shall provide a minimum of one (1) primary business identification sign per store frontage with a public entrance. Tenant's signage shall conform to the sign sizes and locations designated for its storefront area set forth in this criteria. All tenant signage will be subject to all applicable governmental regulations and site plan approval conditions placed on the project by the City of Laguna Hills.
2. Each Tenant shall submit to the Landlord for approval before fabrication, not less than two (2) copies of scaled detailed drawings indicating the location, size, layout, design, materials and color graphics. Such drawings shall be submitted concurrently with sufficient architectural drawings to show the exact relationship with the store design, and their store location on-site and the dimensions of the lease frontage.
3. Prior to fabrication, detailed drawings of all signs shall be submitted to the City of Laguna Hills Planning Division for review and approval. These drawings must be signed, stamped and approved by the Landlord prior to submittal to the City.
4. Each Tenant shall obtain and pay the entire cost of all permits, approvals, construction, installation and maintenance of its respective sign.
5. Each Tenant shall be responsible for the fulfillment of all of these Sign Criteria. Prior to preparation of shop drawings and specifications, the tenant and its contractor should visit the project site to become familiar with as-built conditions including provisions for accessibility for sign installation and verify all dimensions. Included should be a review of all architectural, structural and electrical documents as they relate to the building wall and storefront details at the proposed location of signage, prior to preparation of shop drawings and specifications.
6. Landlord's representative and its consultants shall review and provide tenant with its written approval, conditional approval or disapproval of the Shop Drawings and other materials submitted within fifteen (15) days after receipt thereof from Tenant's Sign Contractor.
7. If Landlord's representative disapproves or conditionally approves the Shop Drawings and/or other materials submitted, Landlord's representative shall note on a set of the Shop Drawings or separately the reasons for such disapproval or conditional approval, and thereafter if necessary the

Landlord's Representative, Tenant and Tenant's contractor shall meet to achieve approvable Shop Drawings and materials consistent with the approved Concept Design and this Criteria.

General Specification – Retail Tenant Primary Signs and Secondary Signs

1. All primary and secondary Tenant signs are to be new single faced internally illuminated individual channel letters. Subject to architecture conditions at each storefront or building (see detailed exhibits); identity signs may be illuminated using a variety of lighting techniques. Lighting may be either a combination of through face and halo illumination, through face only, or halo only. Letters must be constructed of standard .063 aluminum returns painted with Matthews Satin Acrylic Polyurethane finish, faces using #7328 white Plex with applied 3M vinyl overlays of colors, and retained with matching 3/4" trim cap. Illuminate with 30ma #6500 white neon only or LED and 3/16" white Lexan backs for halo lighting.

Other custom designs for signs may be allowed under the discretion of the Landlord subject to Landlords and the City of Laguna Hills approval. These custom designs may include exposed neon and or exterior illuminated signs as part of an eyebrow canopy or awning.
2. All sign bolts, fastenings and clips shall consist of enameling iron with porcelain enamel finish be hot-dipped galvanized iron, stainless steel, anodized aluminum, brass or bronze, and no black iron materials of any type will be permitted.
3. Painted or polished metal lettering will be permitted, such as non-illuminated individual letters and should be unique and high quality signage integral to the architecture and image of the Shopping Center.
4. No animated, flashing or audible signs will be permitted.
5. Logo cabinets used in conjunction with individual letters will be considered on an individual basis and will be considered a part of the sign area and are subject to approval of the Landlord.
6. No exposed illuminated tubing or lamps will be permitted except as approved by Landlord.
7. No exposed raceways, crossovers, transformers will be permitted, unless approved by Landlord.
8. No manufacturer's or approval agencies' labels exposed to public view will be permitted.
9. Participation on the Landlord's Pylon or freestanding signs will be permitted subject to Landlord's discretion.
10. All signs shall bear the UL label, and their installation shall comply with all local building and electrical codes.
11. Electrical service to all signs of in-line shop buildings, feeder and time clock to be provided by Landlord and connected to common area distribution panel. Connection to feeder panel and sign shall be by Tenant.
12. Location of all openings in Tenant's storefront for conduit and sleeves shall be shown on the drawings submitted to the Landlord for approval and installation shall conform to the approved drawings.
13. Each Tenant or its Sign Contractor shall be responsible for the repair of any damage to the building caused by the installation of said Tenant's sign.

14. Each Tenant shall be responsible for the performance of its Sign Contractor.
15. Individual shop address numerals will be installed by the Landlord.
16. No temporary signs (such as grand opening signs and coming soon signs) of any nature will be accepted without prior written approval by Landlord and City of Laguna Hills Planning Department.
17. Typeset: The use of logos and distinctive typeset is encouraged for all tenant signs. Tenants may adapt established typeset, logos and/or images that are in use on similar buildings operated by them in California, provided said images are architecturally compatible and approved by the Landlord.
18. Accessory Uses. Tenants shall display their established trade names only. Tenant signs identifying accessory uses such as a supermarket identifying various departments contained within the store, such as bakery, deli, fish, etc., shall be permitted on a limited basis to the landlord's discretion.
19. Tenant shall be responsible for removal of his sign within thirty (30) days after leaving the site. Removal of the sign shall include the repair of the wall surface back to the original condition. Material specifications will be provided by Landlord and must be coordinated.
20. Notwithstanding the maximum square footage specified for copy area allowances, signs and typography in all cases shall appear balanced and in scale within the context of the sign space and the building as a whole. All signs shall fit comfortably into designated architectural spaces, leaving sufficient margins and negative space on all sides. Thickness, height and color of sign lettering shall be visually balanced and in proportion to other signs on the building.
21. Dimensional letters and symbols shall be affixed without visible means of attachment, unless attachments make an intentional design statement. Halo lit letters shall have a 1.3/8 inch stand-off.
22. All sign fabrication work shall be of excellent quality. All logo images and typeset shall be accurately reproduced. Lettering that approximates typeset shall not be acceptable. Landlord reserves the right to reject any fabrication work deemed to be below standard.
23. Signs must be of durable rust-inhibited materials that are appropriate and complimentary to the building. Surfaces with color mixes and hues prone to fading (e.g., pastels, fluorescent, complex mixtures, and intense reds, yellows and purples) shall be coated with ultraviolet-inhibiting clear coat in a semi-gloss finish. Finished surfaces of metal shall be free from oil canning and warping. All sign finishes shall be free of dust, orange peel, drips and runs, and shall have a uniform surface conforming to the highest standards of the industry.
24. Penetrations into building walls, where required, shall be made waterproof.
25. Coordination with building structural support and necessary modifications shall be the responsibility of the Tenant's Sign Contractor.
26. All lighting must match the exact specifications of the approved working drawings. Landlord shall control brightness of illuminated signs. Surface brightness of all illuminated materials shall be consistent in all letters and components of the sign. Dimmer control units shall be included in all signage lighting installations. Illumination levels shall follow City Standards.
27. No Tenant shall affix or maintain upon any glass or other material on the storefront any signs unless they shall first have received the written approval of the Landlord, other than the signs shown on the following pages of this manual.
28. Alterations to architectural detailing such as changing exterior materials, colors, molding details to facilitate a sign shall be made only with written approval of the Landlord and approval of the City of Laguna Hills Community Development Director.

Design Specification - Primary Signs

Signs shall consist of individual letters and may be face lit, halo lit, thru face or face lit in combination with halo illumination.

Copy will consist of tenant name and/or logo. Copy in languages other than English languages characters, subtitles, product or service descriptions are not allowed by right but may be allowed upon approval of the Landlord.

Signs shall be of one (1) line of copy. Consideration for copy stacked in two lines or more may be given to signs with limited signable areas.

Primary identification signs shall be placed on building or towers within the sign zone shown on the exhibits and within Tenant's leasehold frontage as shown on the example exhibits. On shop buildings with the wood beam detail (see Exhibit D); the channel letter signs shall be located on this wood beam.

Sign length may not exceed 70% of the store frontage on which sign is located. Sign consisting of a tenant name and a logo is considered to be one sign. Signs must also be proportional and may not exceed 70% of the width of the architectural element they are located on (i.e. if the sign is located on a tower element that is less than the width of the store frontage).

1. Allowable Signs:

A. In-Line Shop Buildings and Multi-Tenant Pads:

- i. Each tenant will be permitted one (1) primary sign (on the front facade) with the exception of a tenant with rear and or side elevation frontage onto a public right of way in which case, tenant is permitted two signs, but only at the discretion of the landlord.

B. Single Tenant Free-Standing Pad Building:

- i. Each will be permitted one (1) primary sign and up to (3) additional signs located on separate elevations, with sign area subject to architectural conditions and Landlord's approval. See Exhibits B, C, D and E
- ii. Signs shall consist of individual channel letters as specified in the General Requirement Section.

C. Major Tenants (defined as tenants over 10,000 SF)

- i. Each will be permitted one (1) primary sign per building frontage. Tenants with more than 40 linear feet of frontage may have up to two signs located on separate elevations, with sign area subject to architectural conditions and Landlord's approval. See Exhibits C and E.
- ii. Signs shall consist of individual channel letters as specified in the General Requirement Section.
- iii. **With the written Approval of the Landlord, Major Tenants with greater than 120 linear**

feet of primary frontage may place the secondary elevation sign on an adjacent building facing the street per exhibit C-2.

2. Signs shall be of the following size:

A. In-Line Shop Buildings and Multi-Tenant Pads

- i. For Tenant spaces with leased premises under 3,500 square feet, the maximum letter height for primary signs is 18". Tenant with a tower leased premises of at least 3,500 sq. ft. will be permitted a stacked sign with the primary sign maximum letter height of 12" and the secondary sign maximum letter height is 12". Logo's shall be balanced with the primary sign.
- ii. Maximum length of sign is not to exceed 70% of width of the storefront.
- iii. Maximum sign area should not exceed 150 sq. ft.

B. Free-Standing Pad Buildings:

- i. Maximum letter height permitted for building signs will be 36" for upper-case letters, with sign area subject to architectural conditions and Landlord's approval.
- ii. Maximum length sign length is limited to seventy percent (70%) of the width of building frontage and sign area may not exceed 1 square foot per lineal foot of such frontage.

C. Major Anchor Retailer (Tenants over 10,000 SF)

Tenant shall be allowed to use maximum square footage of 150 sq. ft. Final size and location shall be approved by Landlord. Total sign area must not exceed the total allowable sign area of 1 square foot per lineal foot of such frontage and shall be limited to 70% of the frontage. Tenant sign shall fit within the architectural character of the element the sign is located on. The height of the sign shall not exceed 80% of the height of the architectural element the sign is located upon.

- 3. Halo lit channel letters shall have a return of not less than 4" in depth and be spaced 2 inches off the building surface. Letters shall have a clear Lexan backing. Double tube neon or LED shall be used where the width of the letter stroke exceeds 2 1/4 inches.
- 4. Sign colors shall be approved by the Landlord. Proposed letter and symbol colors will be reviewed for compatibility/contrast with the wall color upon which the sign is located. Colors within each sign should be harmoniously blended. Neon colors used in halo lit signs should be white.
- 5. Conventional sign cabinets with illuminated copy or backgrounds are not permitted. Logo cabinets used in conjunction with individual letters may be considered on an individual basis and will be considered a part of the sign area. (see under general specifications).

Under-Canopy Signs

All Tenants may install a blade sign centered on the storefront, under the canopy, perpendicular to the storefront. The sign specification shall be limited to a maximum of 12 SF subject to approval of the

Landlord. Sign shall provide a minimum clearance of 7'6". The maximum height of the sign shall be 3'0" and the maximum length of the sign shall be 6'0". The design of the blade sign shall confirm to Landlords specifications and shall be subject to Landlords approval.

Shop Window Signage

Tenant shall be allowed to place in the upper window panel adjacent to the entrance door not more than 144 square inches of decal or stick-on lettering or graphics indicating hours of business, telephone numbers for emergency contact, approved credit cards, etc. No other window signage will be allowed, including but not limited to, temporary signs, sale banners, posters and product information. Letters shall be constructed white or gold and be in the Helvetica letter style unless another type font and or color are approved by Landlord.

Retail Center Identification

The pylon and monument signs used to identify the center will have panels available and the allocation of these panels to particular tenants is subject to Landlords approval.

The existing Freeway Pylon sign shall be allowed to remain and remodeled as shown in exhibit H.

Perimeter Entry Signs at both the north and south driveways from Avenida de la Carlota shall be allowed. These shall be consistent in style and construction as the signs in Figure 25 of the Urban Village Specific Plan as shown on Exhibit F. A total of two Perimeter Entry Signs shall be allowed on Avenida de la Carlota. A maximum of 100 SF of sign area shall be allowed on each side of each of these sign for tenant signage. In addition, the center name shall be allowed in the middle of these stone pylons, which shall not exceed 25 SF each.

A Secondary Entry Feature shall be allowed at the main (center) entrance drive. These shall be consistent in style and construction as the signs in Figure 24 of the Urban Village Specific Plan and as shown on Exhibit G. A total of two signs (one on each side at each entry) shall be allowed. The Center name shall be allowed in the middle of these stone pylons, which shall not exceed 15 SF each.

Directional Signage

The directional signs used to identify the center and direct traffic to individual retail stores will be installed and maintained by landlord. Participation on these signs will be at the discretion of the landlord. Directional signs may include vehicular oriented signs and pedestrian oriented way finding or directory signs. Vehicular oriented signs shall not exceed 50 SF each. The maximum height of the sign shall be 8'0" and the maximum width of the sign shall be 4'0" with a maximum letter height of 3". The base of the sign shall have stone to match the proposed stone pylons. The colors of the sign shall be harmonious with the colors used in the shopping center. The placement, size and design of these signs shall be part of a comprehensive application for the specific site signage. The design of these signs shall be consistent with the architectural theme of the project and/or part of a signage program for the Urban Village Specific Plan. Up to five (5) directory signs shall be allowed in the following locations:

- a) Hillside Paseo area
- b) Marshalls Building Area
- c) Village Green Area
- d) Trader Joes/Bus stop Area
- e) East/West Paseo Area

Leasing Signs

1. Center Freestanding Leasing signs shall be allowed. They shall not exceed 4' x 8' and be located on the Avenida de la Carlota frontage. One sign shall be allowed on this frontage.
2. Pad Leasing signs shall be allowed on vacant pads. The Pad Leasing sign shall not exceed 4' x 4' and shall be located on the pad being lease.
3. Storefront Leasing Signs shall be allowed on the window or doors of the individual suites. Leasing signs shall not exceed 2' x 3' and shall be affixed to the windows.

Miscellaneous Sign Criteria

1. No advertising placards, banners, pennants, insignias or trademarks, or other descriptive material shall be affixed or maintained upon the storefront or in show window space less than 24" from the face of the glass.
 - A. Banners which publicize special events (such as "Grand Opening" or "Inventory Sale") are subject to prior approval by the Landlord and subject to the time limits as well as permit and fee requirements of the City of Laguna Hills. One Coming Soon sign (during construction) and one Grand Opening sign are allowed per tenant.
2. Service Door Identification

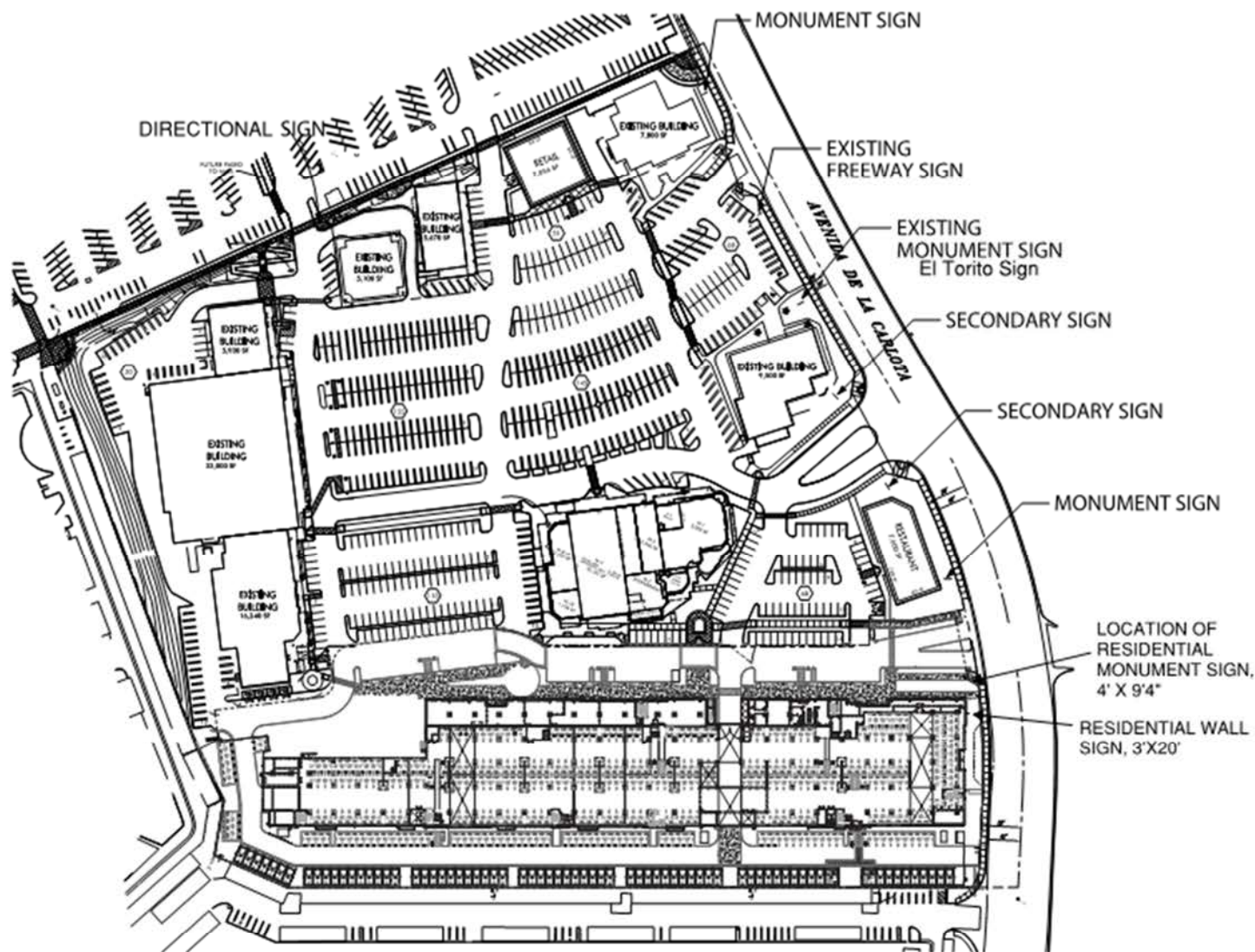
Tenant shall identify service door for delivery and emergency purposes only. Signs shall be painted to match color of door and affixed in a secure manner to the door or painted directly on the door. The name and address can be in 2" and 3" characters.
3. Tenants Certification for compliance with this sign criterion

Tenant and or its sign vendor shall submit to landlord and to the City of Laguna Hills with its application for approval and sign permit a written letter certifying that the design of the proposed sign complies with this sign criterion and the applicable codes of the City of Laguna Hills.

Residential Identification Signs

Residential Identification signs may consist of wall signs, monument signs, and/or canopy signs.

- A. The wall sign shall be consistent in style and construction as outlined in Exhibit I, and shall be located on the east elevation of the apartment building (Exhibit J). The wall sign shall be internally illuminated. Sign shall not be illuminated between the hours of 10 pm and 6 am per Laguna Hills Municipal Code Section 9-42.060, and sign shall be in compliance with Section 9-42.090.
- B. The residential monument sign shall be consistent in style and construction as outlined in Exhibit K, and shall be located on the corner of the apartment entry on Avenida de la Carlota. Maximum height and length of the residential monument sign shall be no greater than 4' x 10' and in compliance with Laguna Hills Municipal Code Section 9-42.090.



ALL DIMENSIONS ARE APPROXIMATE AND SHOWN FOR INFORMATION ONLY. THE USER SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL FEATURES SHOWN ON THIS PLAN. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

PRELIMINARY SITE PLAN - EXHIBIT A

OAKBROOK VILLAGE
LAGUNA HILLS, CALIFORNIA



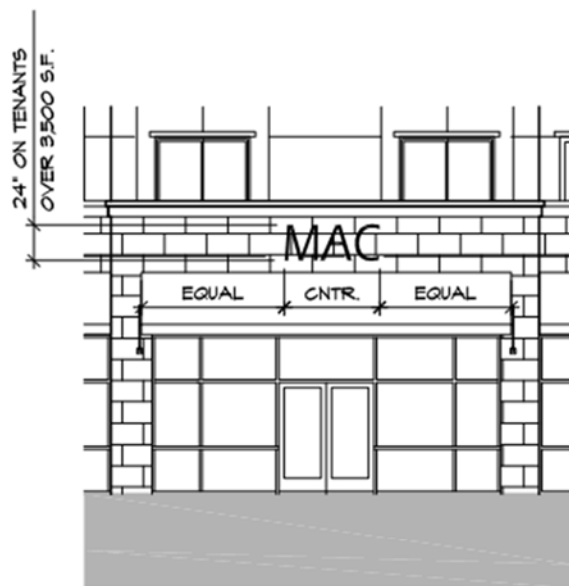
FRITZ DUDA COMPANY
3425 Via Lido, Suite 250
Newport Beach, California 92663
(949) 723-7100

REVISED: 5.15.13
DATE: 11.04.14
DESIGNER: JERRY

MODEL: STUBBINS-CHILDS & ASSOCIATES
3000 PALM JAVELIN STREET
COSTA MESA, CA 92626
714.548.5000 F. 714.755.3413
WWW.STUBBINS-CHILDS.COM



INLINE SHOP



SIGN ELEVATIONS - BLDG. 1 - EXHIBIT B

OAKBROOK VILLAGE
LAGUNA HILLS, CALIFORNIA

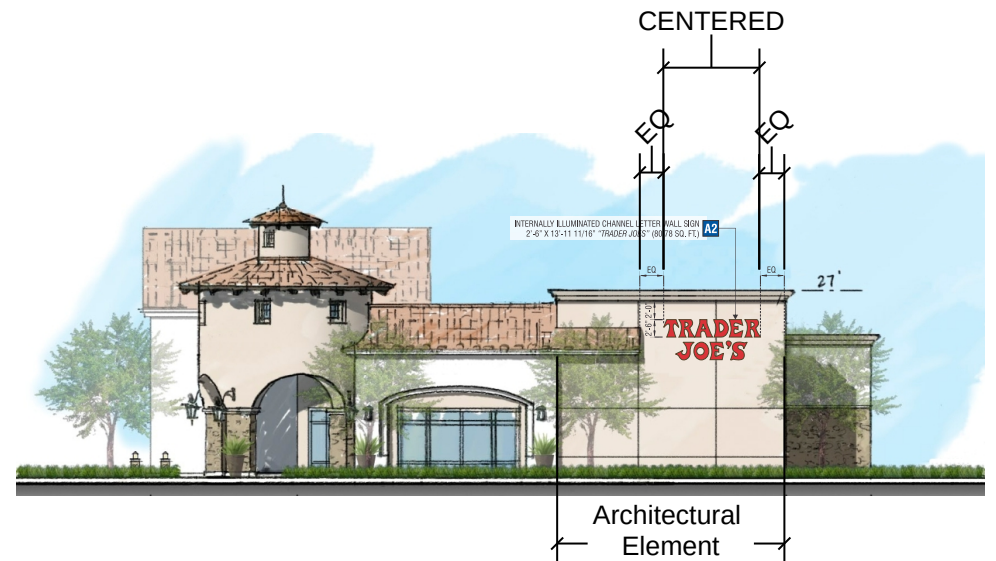
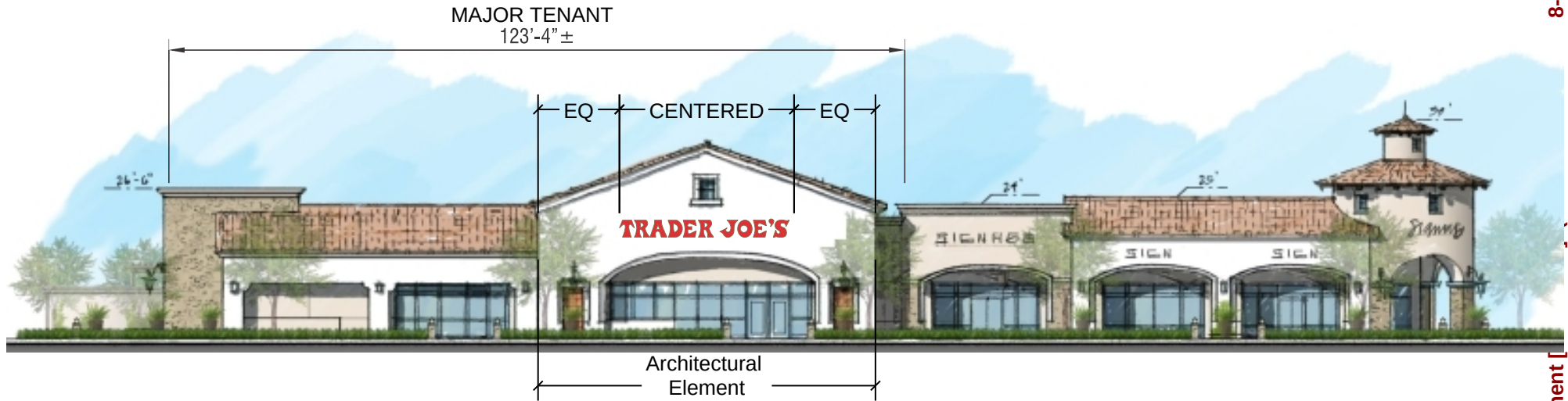


FRITZ DUDA COMPANY
3425 Via Lido, Suite 250
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DATE: 05-15-2017
NADEL JOB#: 11044

NADEL STUDIO ONE, INC.
3050 PULMAN STREET
COSTA MESA, CA 92626
T. 714.540.5000 F. 714.755.3013
WWW.NADELARC.COM





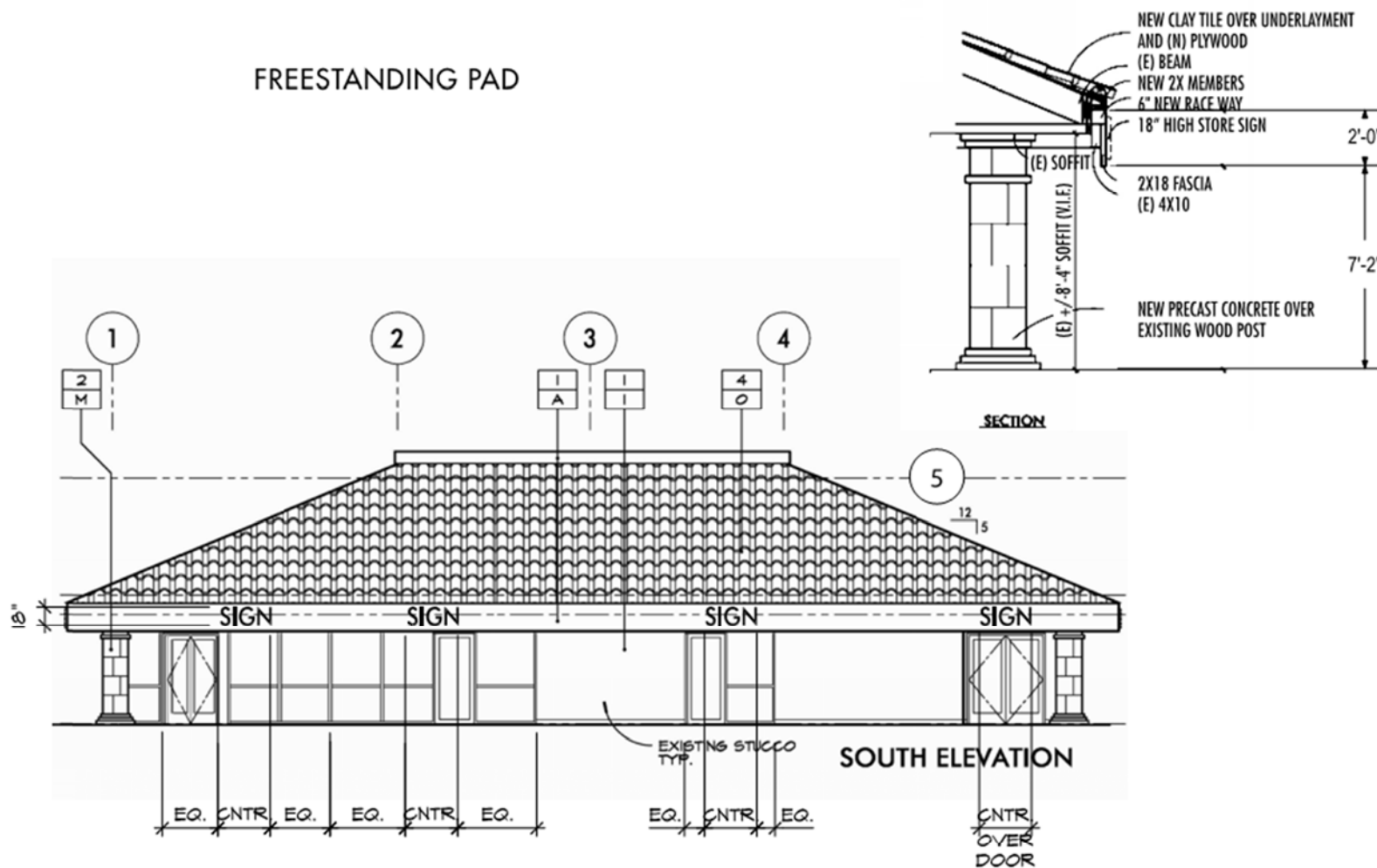
MAJOR TENANT



SIGN ELEVATIONS - BLDGS. A, MARSHALLS, P – EXHIBIT C

OAKBROOK VILLAGE
LAGUNA HILLS, CALIFORNIAFRITZ DUDA COMPANY
3425 Via Lido, Suite 250
Newport Beach, California 92663
(949) 723-7100DATE: 05/15/2012
NADEL JOB#: 11044NADEL STUDIO ONE, INC.
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COSTA MESA, CA 92626
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FREESTANDING PAD



SIGN ELEVATIONS - BLDG. B - EXHIBIT D

OAKBROOK VILLAGE
LAGUNA HILLS, CALIFORNIA

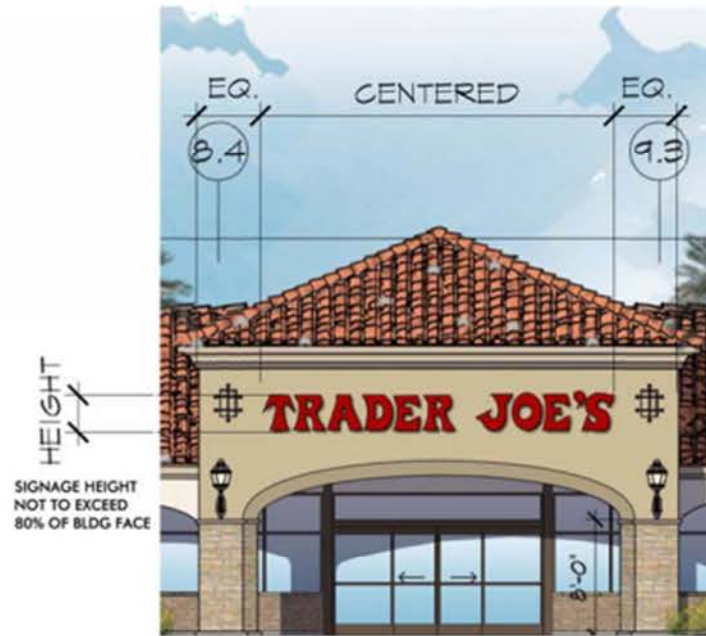


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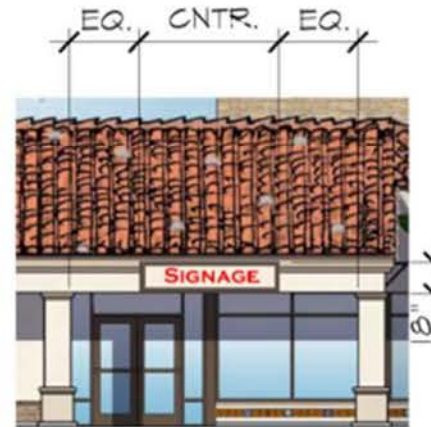
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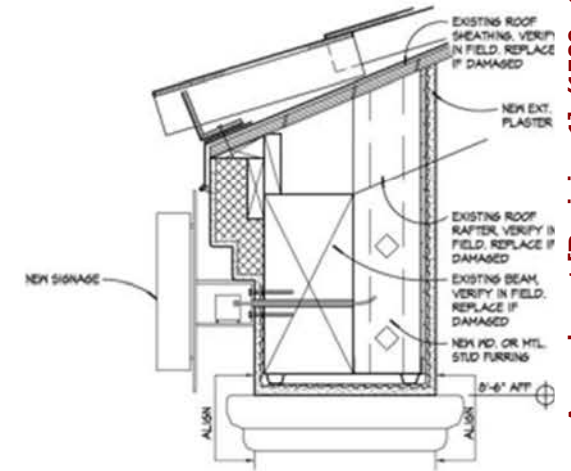




TOWER



INLINE SHOP



SIGNAGE DETAIL

SIGN ELEVATIONS - BLDG. H

EXHIBIT "E"

OAKBROOK VILLAGE
LAGUNA HILLS, CALIFORNIA

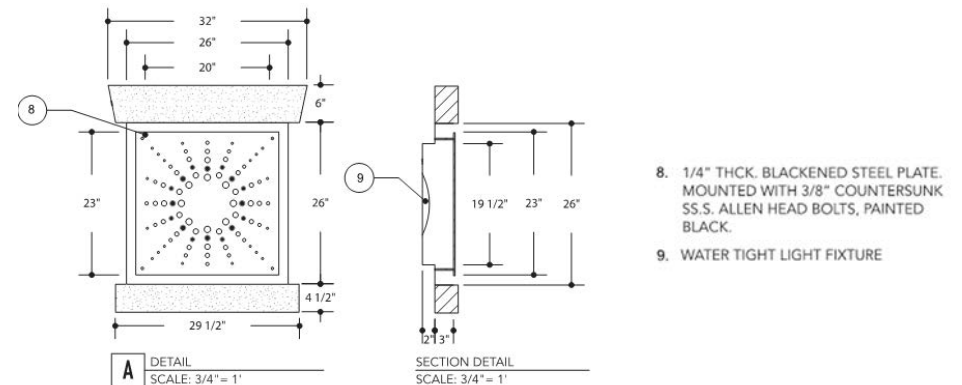
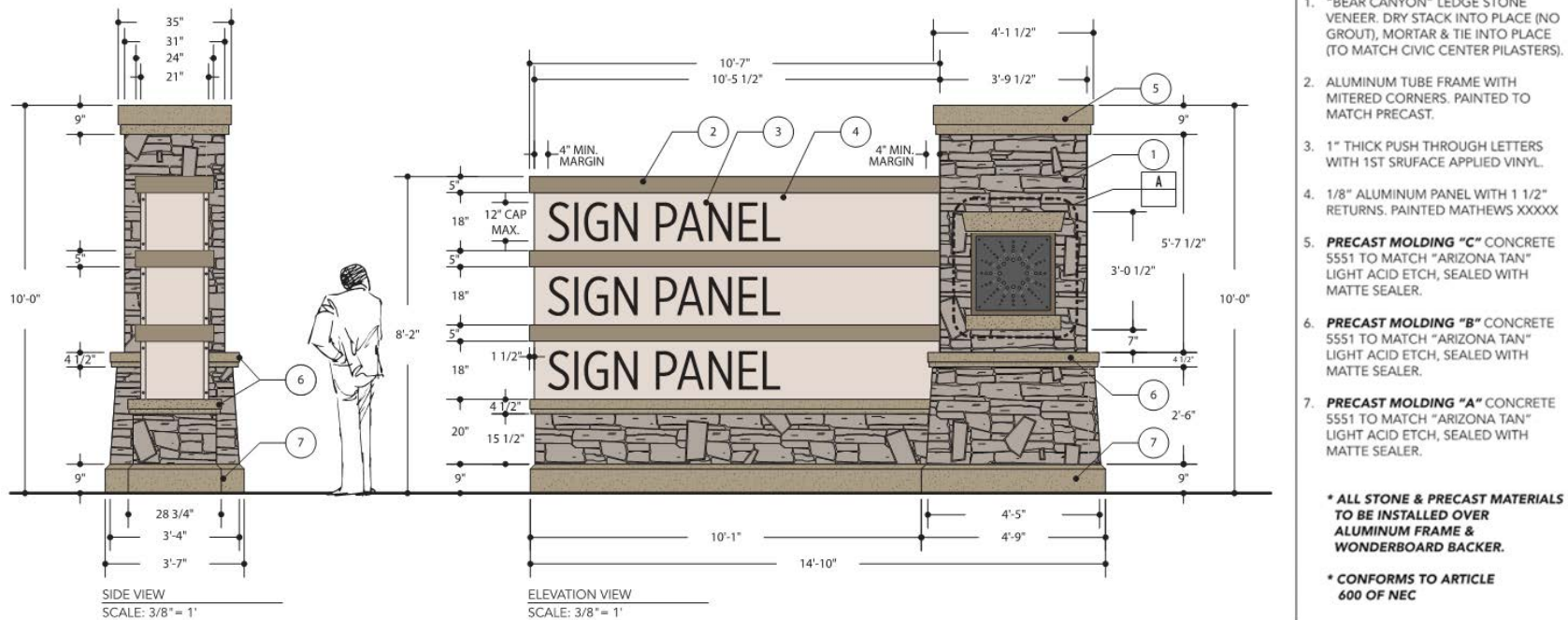


FRITZ DUDA COMPANY
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Newport Beach, California 92663
(949) 723-7100

DATE: 08-07-2015
NADEL JOB#: 12241

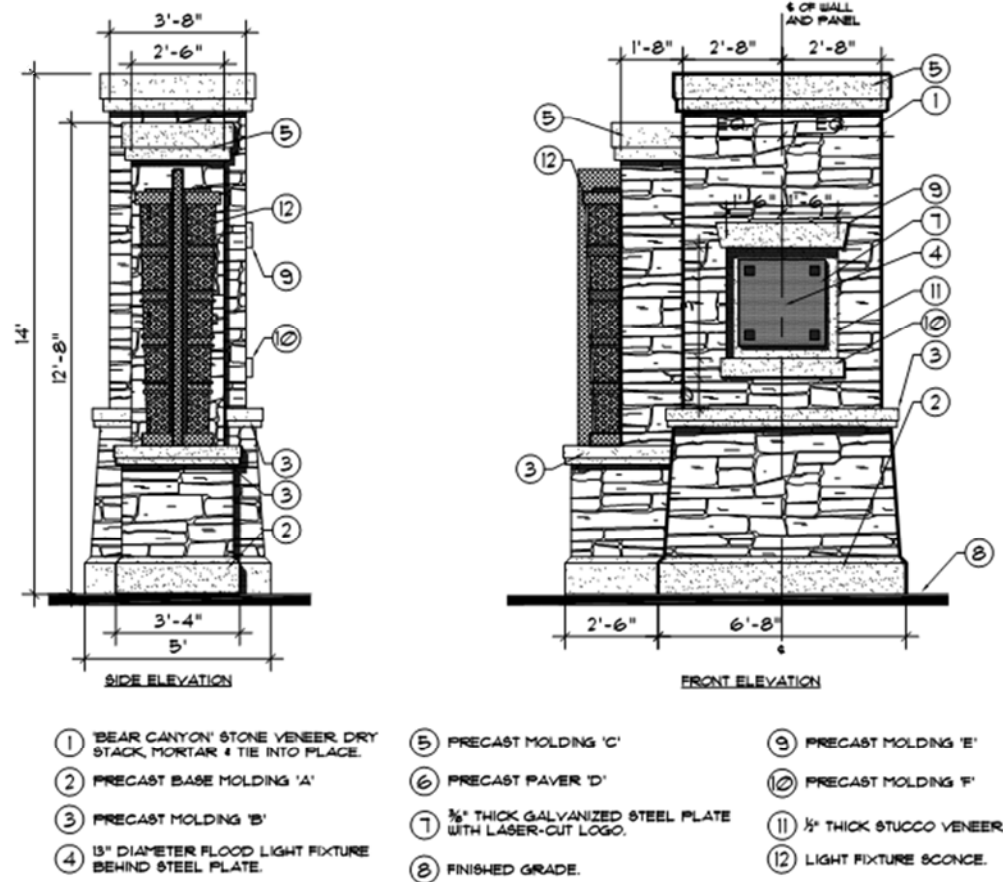
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NADEL



PERIMETER ENTRY SIGN / RETAIL MONUMENT SIGN – EXHIBIT F

OAKBROOK VILLAGE
LAGUNA HILLS, CALIFORNIA



SECONDARY ENTRY SIGN – EXHIBIT G

OAKBROOK VILLAGE
LAGUNA HILLS, CALIFORNIA



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DATE: 01/15/2012
NADEL JOB#: 11044

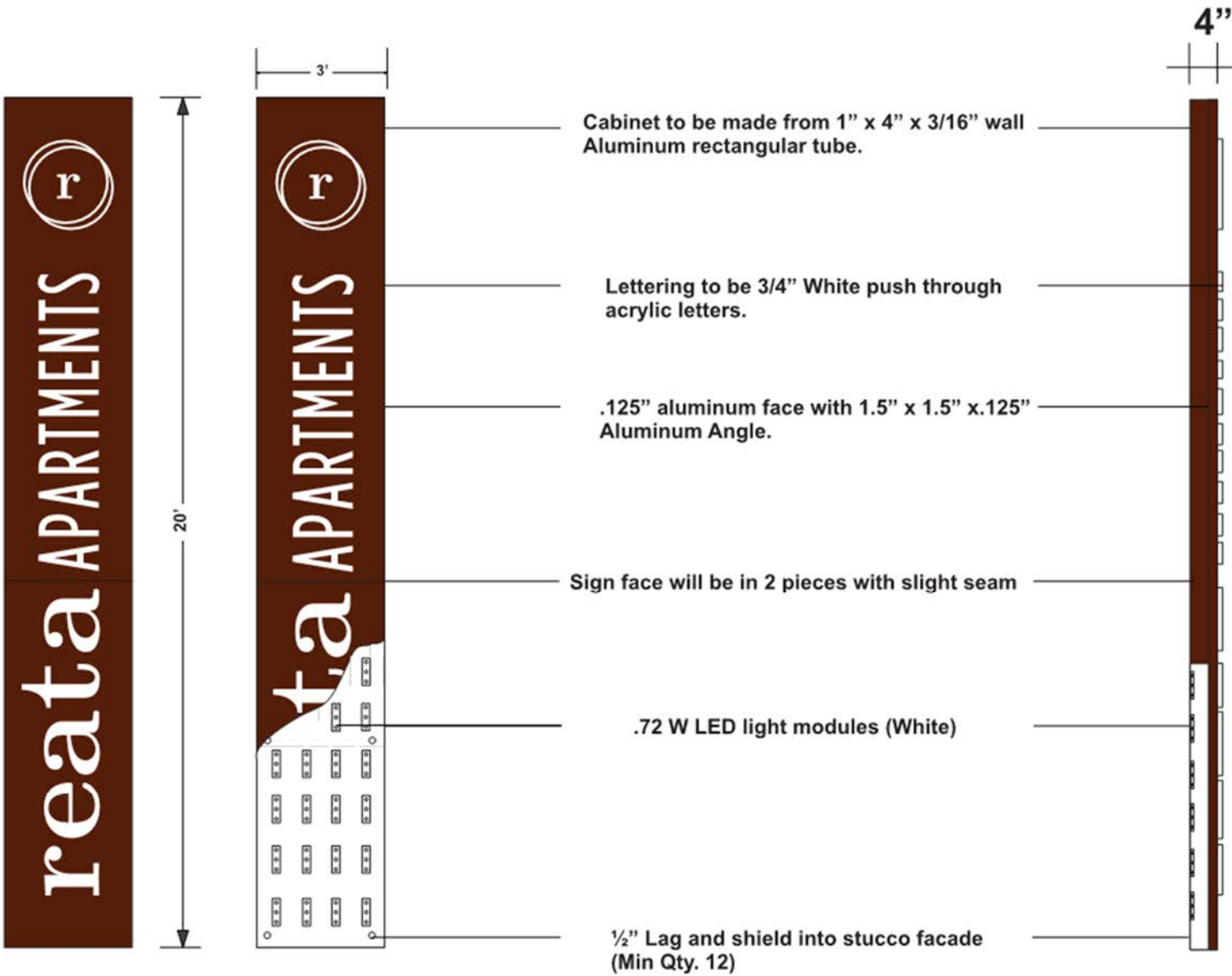
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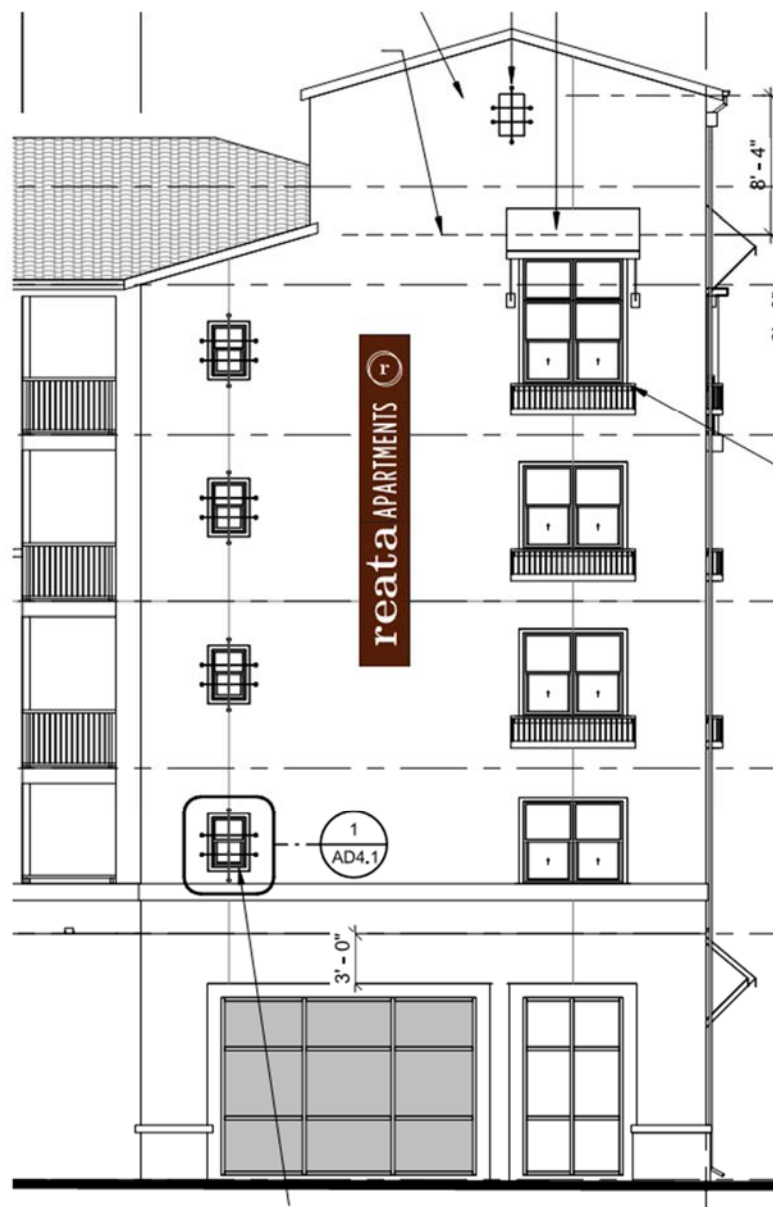
PYLON SIGN – EXHIBIT H

OAKBROOK VILLAGE
LAGUNA HILLS, CALIFORNIA



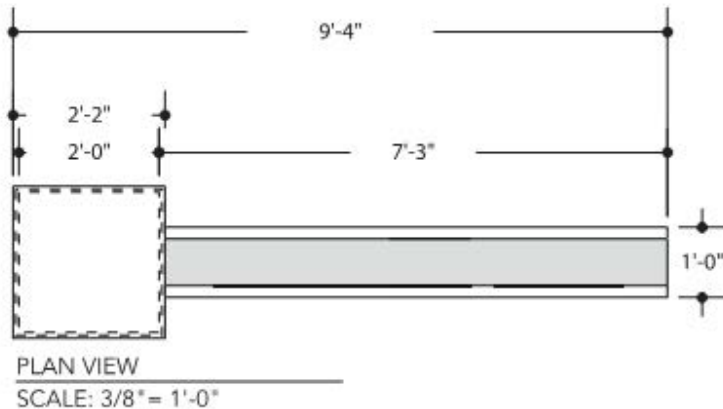
RESIDENTIAL WALL SIGN – EXHIBIT I

OAKBROOK VILLAGE
LAGUNA HILLS, CALIFORNIA



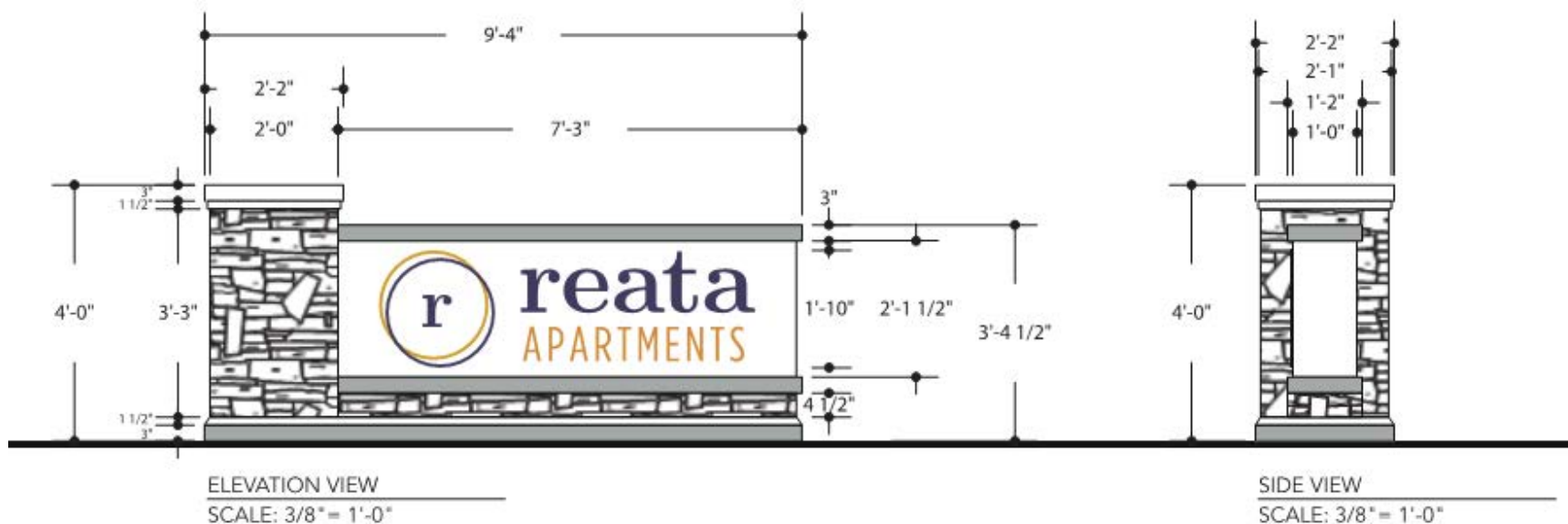
ELEVATION – RESIDENTIAL WALL SIGN – EXHIBIT J

OAKBROOK VILLAGE
LAGUNA HILLS, CALIFORNIA



DESIGN NOTES:

- SIGN CONSTRUCTION / MATERIALS:**
"BEAR CANYON" STONE VENEER (DRY STACK, MORTAR & TIE INTO PLACE) / PRECAST MONUMENT WITH DURABLE, NON-WEATHERING SIGN FACE; GRAPHICS TO BE FABRICATED FROM NONFERROUS METALS OR ACRYLIC. ALL FRAMING AND HARDWARE SHALL BE OF NONFERROUS METALS.
- ILLUMINATION:**
INTERNAL ILLUMINATION OR EXTERNAL, LOW PROFILE, FLOODLIGHTING IS PERMITTED.



RESIDENTIAL MONUMENT SIGN – EXHIBIT K

OAKBROOK VILLAGE
LAGUNA HILLS, CALIFORNIA

Attachment 6

Site Development Permit/Master Sign Program No. 8-17-3965
PEIR Addendum 4

(due to file size limitations, this document can be downloaded at:
<http://www.ci.laguna-hills.ca.us/176/Planning-Projects-New-Developments>)





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: April 10, 2018

TO: Mayor and Council Members

FROM: Dan Meehan
Community Services Superintendent

ISSUE: 2018 Laguna Hills Memorial Day Half Marathon, 10K and 5K Event Report, Proposed SDG&E License Agreement for Installation of Patriotic Banner Display, and Proposed Aliso Viejo Community Association (AVCA) License to Enter and Indemnity Agreement to Access AVCA's Private Street During the Race Event

RECOMMENDATION: That the City Council: (1) Receive and file the pre-event planning report; (2) Approve and authorize the City Manager to execute the proposed SDG&E License Agreement; and (3) Approve and authorize the City Manager to execute the proposed AVCA License to Enter and Indemnity Agreement.

SUMMARY:

The 20th Annual City of Laguna Hills Memorial Day Half Marathon, 10K and 5K, Honoring the USMC Dark Horse Battalion is scheduled for Monday, May 28, 2018. Event registration opened on October 1, 2017, and there are currently more than eight hundred and fifty (850) runners registered for the event. The 3/5 Marine Support Committee, Team Dark Horse, has chosen Sergeant (Sgt.) Michael Spivey (Ret) to serve as the event Grand Marshall for 2018. In addition, Team Dark Horse has requested that the 25 banners honoring the Marines of the 3/5 Battalion that lost their lives in Operation Enduring Freedom be displayed for the 2018 event. A License Agreement from SDG&E for the installation of the banners is attached to this Staff Report for City Council's approval. Also attached to the Staff Report is a License to Enter and Indemnity Agreement (Agreement) from the Aliso Viejo Community Association (AVCA) for access to one of their private streets that is part of the race course. Staff is requesting City Council's approval of this AVCA Agreement. The City once again intends to donate \$3

2018 Half Marathon Report

April 10, 2018

Page 2

from each paid 5K, 10K, and half marathon race registration to the 3/5 Marine Support Committee at the conclusion of the event.

BACKGROUND:

The 20th Annual City of Laguna Hills Memorial Day Half Marathon, 10K and 5K, Honoring the USMC Dark Horse Battalion is scheduled for Monday, May 28, 2018. All races will start at 7 a.m., which allows the streets impacted by the event to re-open as early as possible. Staff intends to once again work with the Toll Roads to waive the fees in exchange for booth space at the Community Expo. The tolls have been waived between the hours of 7 a.m. and 9 a.m. during past years events to minimize the inconvenience for Aliso Viejo residents due to the road closures at Alicia Parkway and Moulton Parkway.

As the City Council may recall, a pledge formula was established by City Council direction whereby the City donates \$3 from each paid 5K, 10K, and half marathon registration to the 3/5 Marine Support Committee at the conclusion of the event. Based on the City Council approved pledge formula, \$8,838 was provided to the 3/5 Marine Support Committee in 2017 by City Council Resolution for Community Assistance Funding.

Members of Team Dark Horse have selected Sgt. Michael Spivey (Ret) to serve as the Grand Marshall for the 2018 event. Sgt. Spivey is a combat injured Marine and Purple Heart recipient with deployments to both Iraq and Afghanistan with the 3/5 Marines. He was injured in December of 2010 resulting in a below the elbow amputation. Sgt. Spivey represented his country while competing in the snowboarding events at the Paralympics in South Korea.

For the 2017 race event, the City Council approved the display of the City's patriotic banners from just prior to the Memorial Day event to July 5th. The banners were displayed on 27 light poles that follow the race route along Paseo de Valencia and on Alicia Parkway towards Moulton Parkway. Also approved was the inclusion of the Team Dark Horse banners honoring the 25 fallen 3/5 Battalion Marines into the patriotic banner display. Banners for two Laguna Hills High School alums that lost their lives, Derek Gardner and Scott Oldroyd, were also displayed near the intersection of Paseo de Valencia and El Toro Road. Staff's recommendation is to display the banners on this same route for the 2018 event. The estimated costs for the 2018 banner display, which includes new hardware for the poles, are \$10,600. Attached to this Staff Report is a License Agreement between the City of Laguna Hills and SDG&E for the installation of

2018 Half Marathon Report

April 10, 2018

Page 3

these banners on the designated light poles. Staff's recommendation is that City Council approve the License Agreement and authorize the City Manager to execute the License Agreement.

All course maps are attached to this Staff Report. As a portion of the half marathon is run on AVCA property, a License to Enter and Indemnity Agreement (Agreement) between the City of Laguna Hills and AVCA is required. The Agreement is attached to this Staff Report. Staff's recommendation is that City Council approve the Agreement and authorize the City Manager to execute the Agreement.

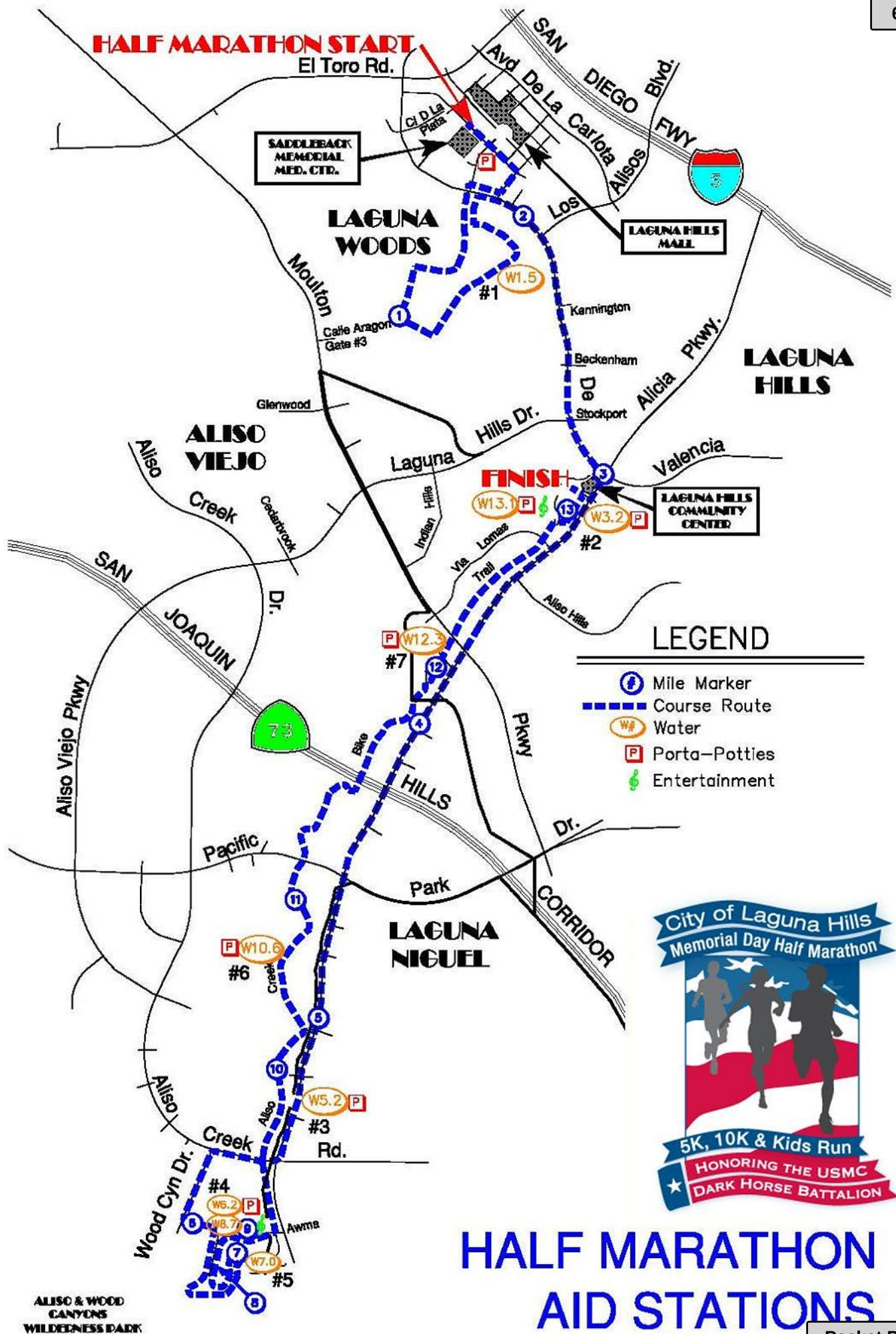
Staff will provide City Council with a synopsis of the event including the results of the charity outreach activity when the post event report is brought to the City Council in August 2018.

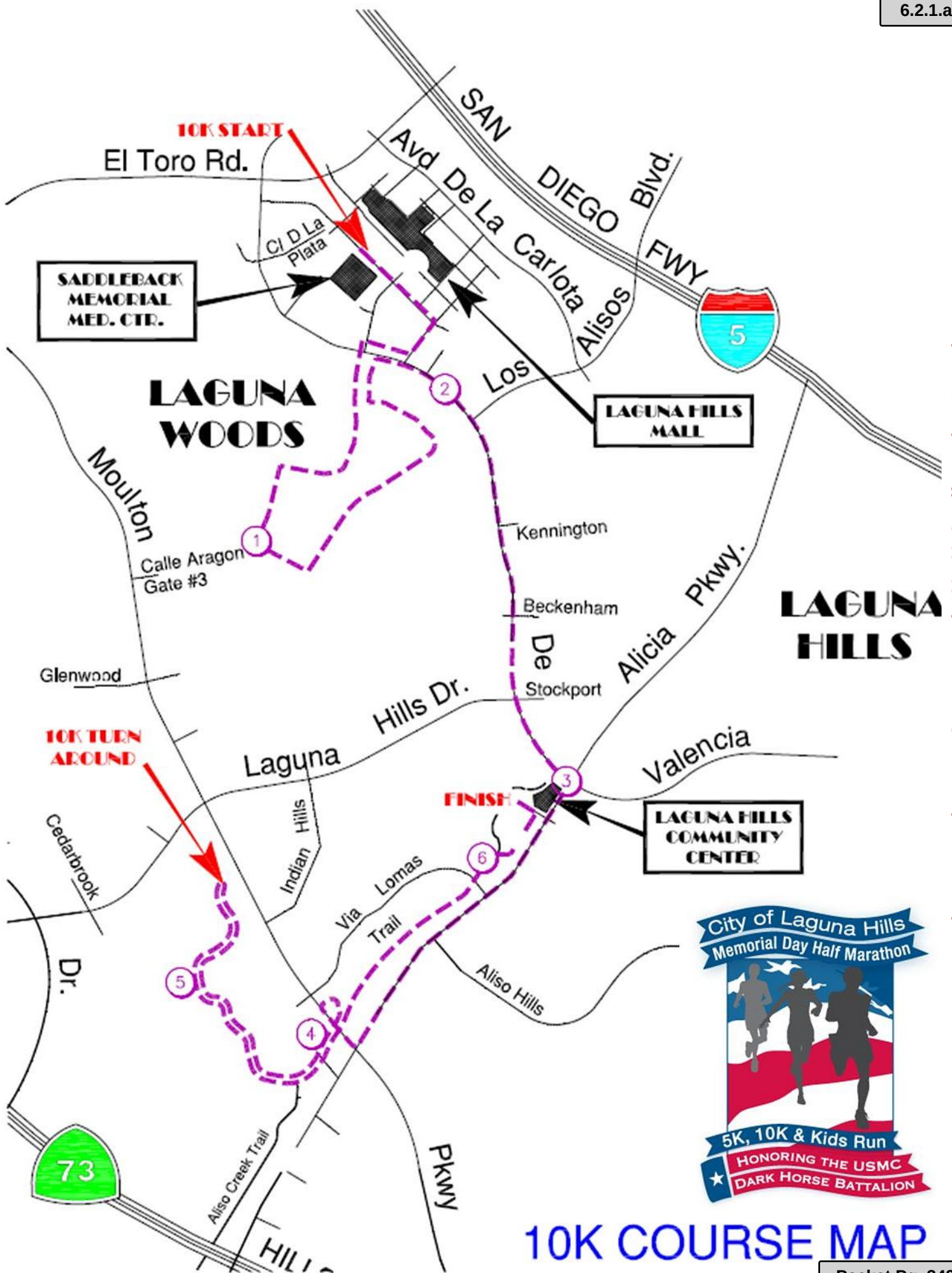
FISCAL IMPACT:

Event revenue for the 2017 event was \$187,537 and expenditures, including staff costs, totaled \$204,737. The expenditure total for 2017 also included the \$8,838 provided to the 3/5 Marine Support Committee. The 2018 budget planning worksheets with current estimated revenue and expenditure totals, including the costs for displaying the 3/5 Tribute Banners in the amount of \$10,600, are attached to this Staff Report.

ATTACHMENTS:

- Attachment 1 - Course Maps
- Budget Planning Worksheets
- Attachment 3 License Agreement SDG&E
- Attachment 4 License to Enter and Indemnity Agreement AVCA



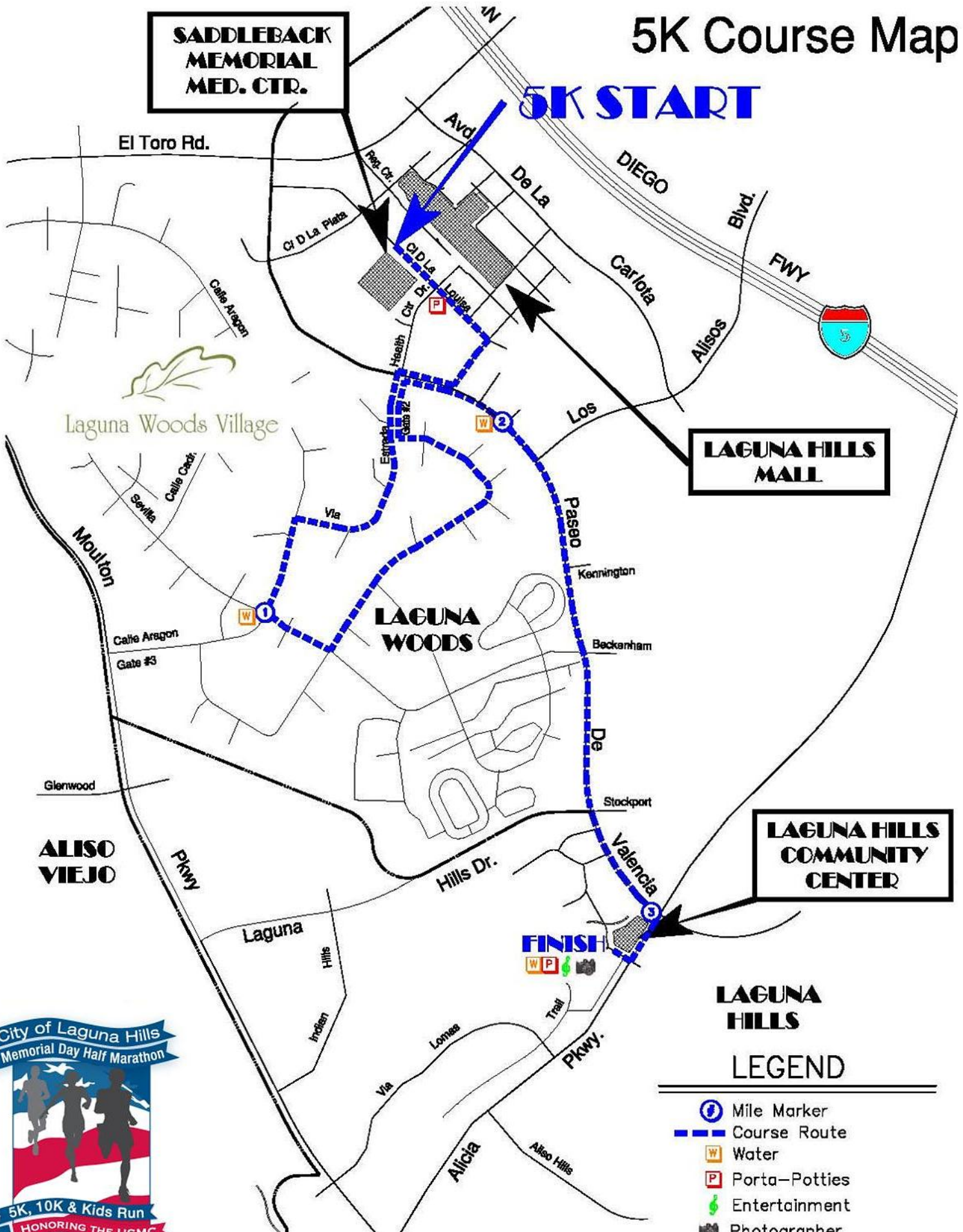


5K Course Map

5K START

**SADDLEBACK
MEMORIAL
MED. CTR.**

El Toro Rd.



Attachment: Attachment 1 - Course Maps (1530 : 2018 Half Marathon Report)

Event Budget for 2016/2017/2018 Half Marathon, 10K & 5k

Expenses

| | | Estimated | Actual |
|-----------------------|--|---------------------|--------------------|
| Total Expenses | | \$196,471.00 | \$57,897.43 |

| | | Estimated | Actual |
|--------------------------|--------------------|-----------|---------------|
| Permits | | | |
| Laguna Hills High School | \$125.00 | | |
| Laguna Woods | \$300.00 | | |
| Health Dept. | \$180.00 | | |
| ABC Permit | \$25.00 | | |
| Laguna Niguel | \$0.00 | | |
| OC Permits | \$1,200.00 | | |
| OCFA | \$210.00 | | |
| Police-OCSD | \$16,000.00 | | |
| Totals | \$18,020.00 | | \$0.00 |

| | | Estimated | Actual |
|----------------------------|--------------------|-----------|--------------------|
| Race Expenses | | | |
| Food/Water/Cups | \$1,500.00 | | |
| Course Cert. | \$500.00 | | |
| Awards Div/Kids Medals | \$650.00 | | |
| Medals or Drinking Glasses | \$9,500.00 | | \$4,676.75 |
| Busses | \$1,500.00 | | |
| T-Shirts/Hats | \$31,000.00 | | \$7,607.29 |
| Walkie Talkies | \$600.00 | | |
| Bibs | \$1,767.50 | | |
| Totals | \$45,250.00 | | \$12,284.04 |

| | | Estimated | Actual |
|-----------------------|-------------------|-----------|-------------------|
| Advertising | | | |
| Race Grader | \$1,000.00 | | |
| VGB | \$900.00 | | |
| Race Place | \$850.00 | | \$400.00 |
| Banners | \$500.00 | | \$489.10 |
| Facebook | \$1,000.00 | | \$899.93 |
| Booth Space/Bags | \$1,600.00 | | \$1,941.00 |
| Media Strike | \$1,200.00 | | \$1,000.00 |
| CA Half Series | \$800.00 | | \$750.00 |
| Active.com web/e-news | \$700.00 | | \$571.43 |
| Totals | \$8,550.00 | | \$6,051.46 |

| | | Estimated | Actual |
|------------------------------------|--------------------|-----------|--------------------|
| Services | | | |
| Photo/Drone Video | \$600.00 | | \$600.00 |
| Timing Services \$3 per registered | \$10,605.00 | | |
| Electrical & sound | \$3,000.00 | | |
| Banner Install/Removal | \$10,600.00 | | |
| Portable Restrooms/Fencing | \$3,500.00 | | |
| Announcer | \$400.00 | | |
| American Barr./Traffic Plan | \$15,000.00 | | |
| Renegade Racing | \$48,000.00 | | \$30,000.00 |
| RR over 3500 part. Bonus \$2 | \$500.00 | | \$0.00 |
| Totals | \$92,205.00 | | \$30,600.00 |

| | | Estimated | Actual |
|-------------------------|-------------------|-----------|-------------------|
| Graphics | | | |
| Website | \$3,500.00 | | \$1,750.00 |
| Post card printing 20K | \$0.00 | | |
| Postcard printing 7.5K | \$568.00 | | \$649.73 |
| Postcard printing 10K | \$900.00 | | \$868.04 |
| RaceBanners/Signs | \$1,500.00 | | |
| Flyer Distribution/PCRT | \$1,000.00 | | |
| Domain Fees | \$65.00 | | \$40.34 |
| Web Hosting | \$103.00 | | \$187.13 |
| Mail Fee-Custom Quick | \$1,000.00 | | |
| Sponsor materials | \$500.00 | | |
| Totals | \$9,136.00 | | \$3,295.24 |

| | | Estimated | Actual |
|-----------------------|-------------------|-----------|-----------------|
| Expo | | | |
| Bounce Houses | \$825.00 | | |
| Balloons | \$1,200.00 | | \$864.19 |
| tents, tables, chairs | \$5,000.00 | | |
| Totals | \$7,025.00 | | \$864.19 |

| | | Estimated | Actual |
|-------------------------|--------------------|-----------|-------------------|
| Miscellaneous | | | |
| Insurance | \$1,500.00 | | \$1,710.00 |
| Runner's Gear Bags | \$750.00 | | |
| Ice Truck | \$500.00 | | |
| Trucks/Gas | \$2,000.00 | | |
| Labor Ready | \$500.00 | | |
| Ambulance | \$640.00 | | \$960.00 |
| Virtual Goodie Bag | \$500.00 | | \$500.00 |
| Kids Zone-L. Murray | \$250.00 | | |
| Wristbands | \$100.00 | | |
| Traffic Control | \$500.00 | | \$250.00 |
| Ads (Sinta) | \$2,000.00 | | \$1,382.50 |
| Pacers | \$500.00 | | |
| EMT Services | \$1,100.00 | | |
| Volunteer Food | \$300.00 | | |
| Security-Expo Overnight | \$500.00 | | |
| Security-Beer Garden | \$145.00 | | |
| Comm./sponsors 20% | \$4,500.00 | | |
| Totals | \$16,285.00 | | \$4,802.50 |

Event Budget for 2016/2017/2018 Half Marathon, 10K and 5k

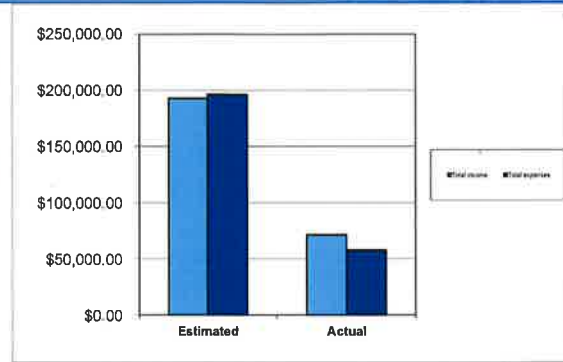
Income

| | | | | | Estimated | Actual |
|---|------------------|------------------|---------------|-----------------|---------------------|--------------------|
| Total income | | | | | \$193,050.00 | \$71,343.00 |
| Admissions | Estimated | Actual | Fee | Fee late | Estimated | Actual |
| 1/2 marathon | 1440 | 1157 | 75 | 105 | \$99,400.00 | 21,450.00 |
| 10K | 650 | 878 | 32 | 43 | \$22,500.00 | 13,125.00 |
| 5K | 1200 | 1692 | 27 | 38 | \$33,500.00 | 15,240.00 |
| Kids Run | 200 | 148 | 19 | 21 | \$2,900.00 | 750.00 |
| Diaper Dash | 45 | 110 | 15 | 15 | \$700.00 | 78.00 |
| Total | 3535 | | | | | |
| Total race registration, including early-bird, team discounts, and race day registration: | | | | | \$159,000.00 | \$50,643.00 |
| Sponsors | Amount | Number of | Totals | | Estimated | |
| SMMC/Presenting* | \$15,000.00 | 1 | \$15,000.00 | | \$15,000.00 | \$15,000.00 |
| Road Runner | \$3,500.00 | 1 | \$3,500.00 | | \$3,500.00 | |
| Cycle Bar | \$2,500.00 | 1 | \$2,500.00 | | \$2,500.00 | \$2,500.00 |
| Crestavilla | \$2,500.00 | 1 | \$2,500.00 | | \$2,500.00 | \$2,500.00 |
| 361 Sports | \$4,000.00 | 1 | \$4,000.00 | | \$4,000.00 | |
| Laguna Hills Mall | \$2,500.00 | 1 | \$2,500.00 | | \$2,500.00 | |
| Total | | | \$30,000.00 | | \$30,000.00 | \$20,000.00 |
| Exhibitors/vendors | | | | | | |
| Ameriprise Financial | | Large booths @ | \$500.00 | | \$500.00 | |
| UCI | | Large booths @ | \$500.00 | | \$500.00 | |
| Renewal by Anderson | | Large booths @ | \$350.00 | | \$350.00 | \$350.00 |
| Sky Blue Restorations | | Large booths @ | \$350.00 | | \$350.00 | \$350.00 |
| Farm Fresh to You | | Large booths @ | \$350.00 | | \$350.00 | |
| Surf City 10 | | Large booths @ | \$350.00 | | \$350.00 | |
| DAWG | | Large booths @ | \$350.00 | | \$150.00 | |
| Velocity Hydrate | | Large booths @ | \$350.00 | | \$350.00 | |
| Kiel Mortgage | | Large booths @ | \$350.00 | | \$350.00 | |
| Crohn's & Colitis | | Large booths @ | \$350.00 | | \$350.00 | |
| The Sweet Shop | | Food Truck | \$150.00 | | \$150.00 | |
| The Hot Dog Company | | Food Truck | \$150.00 | | \$150.00 | |
| Team Overwatch | | Team Booth | \$150.00 | | \$150.00 | |
| | | Donation | \$175.00 | | | |
| | | Hotel Sponsor @ | \$0.00 | | \$0.00 | \$0.00 |
| | | | | | \$4,050.00 | \$700.00 |

Event Budget for 2016/2017/2018 1/2 Marathon, 10K & 5k

Profit - Loss Summary

| | Estimated | Actual |
|------------------------|---------------------|--------------------|
| Total income | \$193,050.00 | \$71,343.00 |
| Total expenses | \$196,471.00 | \$57,897.43 |
| Total profit (or loss) | (\$3,421.00) | \$13,445.57 |



LICENSE AGREEMENT
(Pole Attachment – Municipal Temporary Facilities)

THIS AGREEMENT (“Agreement”) is made as of this _____ day of _____, 2018, (“Effective Date”) between **SAN DIEGO GAS & ELECTRIC COMPANY**, a California corporation (“Licensor”) and the **CITY OF LAGUNA HILLS** (“Licensee”).

RECITALS

WHEREAS, Licensor is an electric corporation as defined in Public Utilities Code Section 218 and distributes and transmits power throughout the County of San Diego and a portion of the County of Orange, State of California (“Service Territory”);

WHEREAS, incident to the distribution and of electric energy, Licensor has erected streetlight poles (collectively, “Poles”) within its Service Territory, which are located (i) on the public streets, roads, highways and other public ways of Licensor’s Service Territory pursuant to franchises with applicable cities and counties (collectively, “Streets”) and/or (ii) on property Licensor owns in fee or holds easements or other rights of way over (collectively, “Rights of Way”); and

WHEREAS, Licensee is a municipal entity, organized under the laws of the State of California, and desires to use such Poles to advertise city events, seasonal decorations, and provide city information (collectively, the “Purpose”) by attaching brackets and other related equipment on the Poles to hang banners, non-electric decorations, and signage (hereinafter called “Licensee’s Equipment” or “Equipment”).

NOW, THEREFORE, the following terms and conditions shall govern Licensee’s use of Licensor’s Poles for Licensee’s Equipment as Licensor may, upon application, permit Licensee to use in the conduct of its law enforcement activities.

ARTICLE 1 – TERM AND CONDITIONS

1. Grant of License. Licensor hereby grants to Licensee a non-exclusive revocable license to use certain Poles for the operation of Licensee’s Equipment as designated on a Work Order Authorization Form (as defined below) approved by Licensor, in accordance with the terms of this Agreement, California Public Utilities Commission (“CPUC”) General Order No. 95, and Licensor’s internal construction and attachment standards. Licensee’s use of Licensor’s Poles shall be confined to the operation and use of Licensee’s Equipment supported by specified Poles. Any unauthorized use of Licensor’s poles by Licensee shall be grounds for termination of this Agreement. Nothing contained in this Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular Pole or Poles, and nothing in this Agreement shall be construed to confer any permit, license or grant to use the property of any persons other than Licensor’s Poles as provided in this Agreement and its associated

Work Order Authorization Forms. In addition, nothing contained in this Agreement shall be construed to permit the attachment of any Equipment to Licensor's distribution poles or transmission towers or to any other structure owned by Licensor which Licensor deems to be unsafe to permit attachments.

2. Temporary Attachments. Licensee's use of any Pole(s) shall be temporary and confined to supporting such of its Equipment as Licensor has given Licensee written permission to attach upon filing of a Work Order Authorization Form for such attachment by Licensee, and said Equipment shall be used solely for the Purpose and for no other reasons. In conformance with CPUC General Order No. 95, Rule 34 ("Rule 34"), Licensee's temporary Equipment installations shall not exceed one (1) year. Any pole attachments exceeding one (1) year become "permanent" attachments according to Rule 34, and are subject to approval by the CPUC. Any unauthorized or expired attachment shall be grounds for termination of this Agreement.

3. Licensor's Rights. The occupancy of Pole space by the Equipment and the design of the Equipment attachments shall be subject to the prior written approval of Licensor, and shall be subject to the present or future occupancy of Pole space by Licensor. Licensor reserves to itself, its successors or assigns, the right to maintain its Poles and to operate its facilities thereon in a manner necessary or convenient for its own requirements. Licensor shall not be liable to Licensee for any interruption in Licensee's use or operation of the Equipment arising out of or in any manner from the use by Licensor of its Poles and the facilities on such Poles owned by Licensor or third parties.

4. Licensee's Application. Whenever Licensee desires to use a Pole to support Licensee's Equipment, Licensee shall file a request for attachment ("Application") with Licensor for permission to do so, in the number of copies and in the form from time to time prescribed by Licensor. The current form of the Application is attached hereto as **Exhibit A** and incorporated by reference, and may be modified by Licensor at any time without prior notice. Upon approval, the Application will then become a part of this Agreement and subject to all of its terms and conditions. Each Application, once approved by Licensor and incorporated into this Agreement, shall be a separate agreement for the Equipment specified in said Application, which shall continue until this Agreement expires or is terminated or revoked as otherwise provided in this Agreement. In the event of any conflict between terms specified in an Application and the terms of this Agreement, the terms of this Agreement shall prevail.

5. Pre-Installation Engineering. Licensee is responsible for any and all actual costs incurred by Licensor to evaluate safety and engineering issues related to Licensee's intended operation and use of the Equipment on the Poles to ensure compliance with this Agreement, CPUC General Order No. 95 and Licensor's construction and attachment standards (all as may be amended, supplemented or updated from time to time). Licensee, on demand, shall reimburse Licensor for the entire cost and expense thereby incurred.

6. Installation of Equipment. Upon execution by Licensor of Licensee's Application, Licensee shall install the Equipment described in the Application on the Pole or Poles specified in such Application. In no event shall Licensee or any contractor, employee, agent or representative of Licensee attach or attempt to attach any Equipment or perform any work whatsoever on any Pole not authorized by Licensor, or add to any Equipment or change the location of any Equipment on any Pole without authorization. Violation by Licensee of the terms of this paragraph shall be grounds for immediate termination of this Agreement by Licensor.

7. No Obligation to Maintain Poles. Nothing contained in this Agreement shall obligate Licensor to maintain any of its Poles in existence for a period of time longer than the same are convenient or necessary for Licensor's own service requirements. If Licensor determines that it no longer needs to maintain a Pole or continue such Pole in existence, Licensor shall provide notice to Licensee in accordance with the terms of this Agreement that Licensee's right to use such Pole is revoked.

8. Licensor's Maintenance and Replacement of Poles. Licensee shall cooperate with Licensor with respect to the maintenance, replacement, removal or relocation of any Poles or the facilities thereon or which may be placed thereon or for the service needs of Licensor or any other owner of an interest in said Pole or of facilities thereon.

9. Licensee's Removal or Relocation of Equipment. Licensee may request the right to relocate its Equipment from any Pole(s) by written notice to Licensor upon reasonable notice. If Licensee desires to relocate such Equipment to another or new Pole, Licensee shall submit an Application to Licensor identifying such other or new Pole and the Equipment to be relocated.

10. Use Permits. This Agreement shall not be construed as a grant of right-of-way, easement or any other real property right by Licensor to use the property on which the Poles are located. This Agreement provides solely a contractual right to use the Poles themselves to support Licensee's Equipment. Licensor makes no warranty, express or implied, that Licensor is granting Licensee any legal rights to install its Equipment on private property, other than for the use of Licensor's Poles assuming the appropriate use permits have been obtained by Licensee.

11. Hazards. In the event that, in Licensor's sole and absolute discretion, any Equipment creates an immediate compliance issue with CPUC General Order No. 95, threatens the health or safety of any person, threatens the integrity of the Pole(s), or gives rise to a significant risk of property damage, Licensor may, without prior notice to Licensee, commence and prosecute to completion the removal of such Equipment from such Pole(s), including but not limited to the removal of the Pole(s) themselves and all related Attachments, at Licensee's sole risk, cost and expense, and Licensee, on demand, shall reimburse Licensor for the entire cost and expense thereby incurred.

12. Term. The term of this Agreement shall commence on the Effective Date

and shall expire when terminated by either Party in accordance with the terms of this Agreement.

13. Termination for Convenience. This Agreement may be terminated (a) at any time for any reason by Licensor upon sixty (60) days' notice by Licensor or (b) at any time for any reason by Licensee, in which case this Agreement shall terminate when Licensor's authorized contractor has removed all of Licensee's Equipment, not previously removed by Licensee, that is covered by this Agreement from the applicable Poles and Licensee, on demand, has reimbursed Licensor for the entire cost and expense thereby incurred.

14. Regulatory Modifications and Terminations. Notwithstanding any provision in this Agreement to the contrary, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction. In addition, this Agreement is subject to Public Utilities Code Section 851, CPUC General Order No. 69-C, and the right of Licensor, either on its own behalf or upon order of the CPUC, to immediately terminate this Agreement or any Pole attachment upon written notice to Licensee whenever, in the interest of its service to its patrons or customers, it shall appear necessary to do so. The terms of said General Order are incorporated herein by reference.

15. Licensee's Waiver of Claims. Licensee hereby releases Licensor and holds Licensor harmless from any and all claims or actions which might arise from Licensee's use of Licensor's poles or the interruption or discontinuance of Licensee's operations as a result of the Application of any term of this Agreement.

16. Revocation of Rights. Licensor may revoke Licensee's right to use any specific Pole at any time for any reason upon five (5) calendar days' written notice to Licensee, at which time Licensor shall promptly effect the removal of the Equipment from such Pole(s), at the expense of Licensee, and Licensee shall upon demand reimburse Licensor for the entire expense thereby incurred.

17. Indemnification. Licensee shall defend (at Licensee's sole cost and expense with legal counsel reasonably acceptable to Licensor), indemnify, protect, and hold harmless Licensor from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including Claims arising from injuries to or death of persons (Licensee's employees, agents, and representatives included), for damage to property, including property owned by Licensee, which Claims arise out of, pertain to, or are related to Licensee's use of the Poles as authorized by this Agreement.

18. Remedies. If Licensee breaches any term of this Agreement, Licensor shall have the following rights and remedies, which shall be cumulative and not

exclusive, in addition to any other rights and remedies that may be available to Licensor under this Agreement and at law and in equity:

- (a) Licensor may terminate this Agreement in its entirety, including all related Applications, by written notice to Licensee, in which case Licensor's authorized contractor shall promptly begin removal of Licensee's Equipment attached to any of Licensor's Poles at Licensor's sole cost and expense;
- (b) Licensor may seek equitable relief to cause Licensee to take action or to refrain from taking action in order to cause Licensee to comply with the terms of this Agreement;
- (c) Licensor may seek damages from Licensee, including restitution for any penalties and fines assessed against Licensor for Licensee's failure to comply with the terms of this Agreement, which shall also include allowable interest, court costs, and attorneys' fees incurred in prosecuting such claim; and
- (d) In the event Licensor attaches Equipment to any of Licensor's Poles without following the procedures outlined in Sections 4 and 6 above, Licensor shall consider such actions to be an immediate breach of this Agreement, an illegal taking of Licensor's property and a violation of CPUC General Order No. 95. Such attachments shall be reported to the CPUC and other authorities as appropriate, Licensor shall have the right but not the obligation to immediately remove such attachments, and Licensor shall vigorously pursue all remedies available in law and at equity against Licensee to the fullest extent possible, including but not limited to restitution for all losses, fines, costs of removal of Licensee's equipment, and any consequential, special, indirect and incidental damages arising out of or in connection with such breach.

19. No Assignment. The rights granted to Licensee herein are not assignable in whole or in part to any other person or party without the written consent of Licensor, and any such purported assignment shall be void *ab initio*.

20. Modifications. This Agreement shall be subject to such changes or modifications as may be required or authorized by law and by any regulatory commission in the exercise of its lawful jurisdiction. Further, the provisions of this Agreement are conditional upon the right of the Licensor to commence or resume the use of the property rights hereinabove referred to whenever in the interest of its service to its patrons or consumers it shall appear necessary or desirable to do so as provided by CPUC General Order No. 95.

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

**“LICENSEE”
CITY OF LAGUNA HILLS**

Date: _____

By: _____
Donald J. White,
City Manager

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian,
City Attorney

ATTEST

By: _____
Melissa Au-Yeung,
City Clerk

**“LICENSOR”
SAN DIEGO GAS AND
ELECTRIC**

Date: _____

By: _____

EXHIBIT A**Application**

[attached]



LICENSE TO ENTER AND INDEMNITY AGREEMENT

Aliso Viejo Community Association, a California Non-profit Public Benefit Corporation (hereinafter called "Association") hereby grants and conveys to the City of Laguna Hills (hereinafter called "Licensee"), a non-exclusive revocable license and right to enter upon that real property described in Exhibit "A," attached hereto and incorporated herein by this reference (the "Site"), for the sole and exclusive purpose of access to the Association's privately owned road located off of Knollwood/Aliso Canyon Road and the foot path/bike trail connecting from Knollwood to Aliso Creek Road for the purpose of conducting the Laguna Hills Half Marathon, 5K, 10K, Kids ½ Mile Run and Diaper Dash. As consideration of this grant of License, Licensee agrees as follows:

1. Licensee shall not place items on nor utilize any of Association's property other than the road at the Site authorized by this Agreement.
2. Approval is also given to Licensee for the placement of two (2) portable restroom facilities to be located at AWMA Road and Knollwood, and one (1) ambulance to be located on the Association's private property of Knollwood pending receipt of Certificates of Insurance being received from all vendors utilized for the placement/use of these items.
3. Licensee shall reimburse Association for any damage to the Site caused by licensee's entry and activities upon the Site or for plant material/irrigation damaged as a result of Licensee's use of Association's property. A \$1,000.00 refundable deposit has been waived based on no prior damage being incurred to the Association's property as a result of this activity.
4. Licensee shall cause to be purchased and, at all times prior to the completion of the Licensee's Event, maintain in effect, insurance acceptable to Association. Such policies shall provide coverage against claims which may arise out of or result from Licensee's performance of the Licensee's Event or which may arise in connection with the activities of the Licensee, any contractor or sub-contractor of Licensee, participant, spectator, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Licensee shall, upon Association's request, furnish Association with certificates of all insurance required before commencing the Licensee's Event hereunder. If required by the Association, each policy shall provide that it may not be cancelled or reduced in coverage until thirty (30) days after written

notice shall have been given to Association of cancellation or reduction in coverage. All insurance required by the Association shall name the Association and its management agent as an additional insured. **Each such policy required by Association shall be primary and non-contributory as to any/all Association policies of insurance.**

5. Licensee shall indemnify and hold free and harmless, Association and its officers, directors, agents and employees from any and all obligations, liability, liens, claims, demands, loss, damage, cost or causes of action whatsoever, (hereinafter referred to as "Liability") to, or brought by any and all persons including employees, contractors, sub-contractors, participants, spectators, or to property, in any way, due to or arising out of exercise of the rights granted herein, however, the Liability may be caused regardless of responsibility for negligence, or the act or omission to act by Licensee, its agents, servants, employees, invitees, regardless of whether the Liability is caused by the conduct of negligence of Association including but not limited to the following:
 - a. Any loss, cost, damage or expense sustained by Association including attorney's fees on account of or through the use of misuse of the License herein created or any part thereof by Licensee or by any other person thereon at the invitation, express or implied, of Licensee or by permission of Licensee.
 - b. Any loss, cost, damage, expense, including attorney fees, liability of damages as a result of bodily injury, including death or property damage sustained at any time by an person or persons arising out of or in consequence of the creating of this License, whether such bodily injury or such property damage is due or claimed to be due to the negligence of Licensee or any other person.

Notwithstanding the foregoing, the Agreement shall not apply to, nor purport to indemnify Association and Affiliates, their officers, directors or employees, against any liability arising from the sole negligence or willful misconduct of Association and Affiliates, for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising under such injury to persons or property.

6. In furtherance of and not as a limitation on the provisions noted above, Licensee shall comply with all applicable provisions, rules and regulations of the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) (the "Act") notwithstanding any provision in the Act which would otherwise exempt Licensee on the basis it may have than more than ten (10) employees. Licensee agrees that Licensee, its employees,

agents, servants, sub-contractors, participants, spectators and invitees shall not discharge hazardous or toxic chemicals on the Site, shall not engage in cleanup or repair activities on the Site which will result in the discharge of such chemicals, and shall, upon completion of the Licensee's Event, removal all supplies, materials and waste remaining on the Site including those which, if exposed, could result in the discharge of such chemicals.

7. Any notice to be given under this License shall be deemed given upon personal delivery thereof of two (2) days after deposit in the United States Mail, first class postage prepaid and addressed as follows:

If to Association:

Aliso Viejo Community Association
95 Argonaut, Ste 190
Aliso Viejo, CA 92656
Attention: Marilyn Smith

If to Licensee:

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
Attention: Mr. Dan Meehan

8. Licensee further agrees that should Association transfer its interest in the property subject to this License, the terms and conditions of this Agreement shall inure to any of Association's successors or assigns. This License is personal to the Licensee, its subsidiaries or affiliates and may not be otherwise transferred or assigned by Licensee without Association's written consent.
9. This License shall begin no earlier than May 27, 2018 at 7:00 a.m. for the placement of the portable restrooms, May 28, 2018 at 4:30 a.m. to 2:00 p.m. for the set-up/race and clean-up, and shall terminate on May 29, 2018 at 5:00 p.m. to allow for the pick-up of the portable restrooms.

9. Licensee shall agree to contact Association and hold a pre-event meeting with Association and contractor(s) to define the limit of use of Association's property, if requested.
10. Licensee agrees to reimburse the Association, upon completion of the event, for plant material, utility or facility in or adjacent to the limits of the Event that are damaged as part of the Event covered under this License.
11. Licensee shall, upon completion of the Event, restore the Site to its now existing condition and as agreed to by the Association.
12. Licensee assures Association that no mechanics liens or other types of liens shall be placed upon Association's property as a result of Event to be performed under this License.
13. Licensee agrees to secure all necessary permits from the applicable Cities, County or State.

IN WITNESS WHEREOF the parties hereto have executed this agreement
on this _____ day of _____, 2018.

It is so agreed:

City of Laguna Hills
(Licensee)

By _____

Its _____

By _____

Its _____

Aliso Viejo Community Association

A California non-profit public benefit corporation

(Association)

By _____

Its _____ President

By _____ Bill Conley

Its _____ Secretary